

AGING COMMITTEE

WEDNESDAY, APRIL 5, 2023

INDEX OF RESOLUTIONS:		
COMMITTEE	RESOLUTION	TITLE
C/A/B/R	G/9	RESOLUTION AUTHORIZING CONTRACTS TO PROVIDE PERSONAL CARE SERVICES UNDER THE EXPANDED IN-HOME SERVICES FOR THE ELDERLY PROGRAM - UNIFIED FAMILY SERVICES - AGING Motion Made By: Seconded By: Moved: Notes:

RENSSELAER COUNTY LEGISLATURE

Introduced by Legislator(s) Loveridge, Grant, Weaver, Choquette, Fiacco, Fleming

Sent To: Contracts & Agreements

Committee

Date April 11, 2023

Resolution No. G/9

RESOLUTION AUTHORIZING CONTRACTS TO PROVIDE PERSONAL CARE SERVICES UNDER THE EXPANDED IN-HOME SERVICES FOR THE ELDERLY PROGRAM - UNIFIED FAMILY SERVICES - AGING

WHEREAS, This Resolution is filed with the Rensselaer County Legislature by the Rensselaer County Executive; and

WHEREAS, The County of Rensselaer Department of Unified Family Services - Aging ("Department") provides a vast array of services to the senior residents of Rensselaer County through the main office located in East Greenbush; and

WHEREAS, These services include Personal Care I and II, Non-Intuitionial Respite and Ancillary Services which part time case managers use to assess senior needs and match available services, and

WHEREAS, The Department had included contractual services funds in the 2023 Rensselaer County Adopted Budget sufficient to cover these contracts; and

WHEREAS, The contract description, vendor, source of funding of the same, the total amount to be expended over the life of the of the same, which shall not exceed budgeted appropriations are as follows:

<u>CONTRACT DESCRIPTION</u>	<u>VENDOR</u>	<u>APPROPRIATION CODE</u>	<u>AMOUNT</u>
Personal Care I and II, Non-Intuitionial Respite and Ancillary Services (04/01/23 - 03/31/24)	Accent Health Care Services P.O. Box 249 Troy, NY 12182	A.6777.04800	\$60,000.00
Personal Care I and II, Non-Intuitionial Respite and Ancillary Services (04/01/23 - 03/31/24)	Adept Health Care Services 406 Fulton Street Troy, NY 12180	A.6777.04800	\$27,000.00
Personal Care I and II, Non-Intuitionial Respite and Ancillary Services (04/01/23 - 03/31/24)	Accu-Care Home Care P.O. Box 148 Rensselaer, NY 12144	A.6777.04800	\$75,000.00

<u>CONTRACT DESCRIPTION</u>	<u>VENDOR</u>	<u>APPROPRIATION CODE</u>	<u>AMOUNT</u>
Personal Care I and II, Non-Intuitional Respite and Ancillary Services (04/01/23- 03/31/24)	Daughter for Hire 11 Herbert Drive Latham, NY 12144	A.6777.04800	\$190,000.00

; now, therefore, be it

RESOLVED, That the Rensselaer County Executive, or his designee is authorized to sign the above-referenced agreements subject to the approval as to form by the Rensselaer County Attorney.

Resolution **ADOPTED** by the following vote:

Ayes:

Nays:

Abstain:

April 11, 2023

Clerk of the Legislature

Sent to County Executive _____

Received from County Executive _____

Clerk of the Legislature



Executive Action

Approved _____ Date _____

Disapproved _____
Veto Message Attached and Returned to Clerk

County Executive

LEGISLATIVE FISCAL IMPACT STATEMENT

Type of Legislation: Local Law: _____ G Resolution: x P Resolution: _____

Title of Legislation: Resolution authorizing contracts to provide personal care services under the Expanded In-Home Services for the Elderly Program.

Requested by: UFS-Aging

Sponsor(s): _____

FISCAL IMPACT

- 1) Projected cost of proposed legislation, if any: \$ 352,000.00 current year (12 months)
\$ _____ ongoing expenses per year

- 2) Method of financing – note all that apply (federal funding, state funding, bonding, tax levy, etc.): State Funding
 - a) For federal funding: amount \$ _____ and length of time federal funding is available _____. Is it available for ongoing expenses? Yes _____ or No X

 - b) For state funding: amount \$ \$264,000.00 and length of time state funding is available _____. Is it available for ongoing expenses? Yes _____ or No _____

 - c) If bonded, state amount of total indebtedness this legislation will create and projected interest cost over the course of borrowing:
Principal \$ _____
Total projected interest costs \$ _____

 - d) Tax levy impact for current year \$ 88,000.00 and ongoing \$ _____

Other (please explain) \$ _____

- 3) Is this expense or program mandated? Yes _____ No X

- 4) Length of expense or project (one time only, ongoing, etc.): 4/1/2023 – 03/31/2024 contract.

- 5) Justification for the appropriation/expenditure requested: Our contracts are based on need and aide availability of the vendors. These services are reimbursed at 75%.

Department Head

Carol Rosbozom

**Rensselaer County
And
Accent Health Care Services, Inc.**

This Agreement (“Agreement”) made on the date set forth below between Rensselaer County, acting on behalf of the Department for the Aging, located at 99 Troy Road, East Greenbush, New York 12061, hereinafter called the “County” and Accent Health Care Services, Inc. located at 820 5th Avenue, Troy, New York 12182, hereinafter called the “Provider”. County and Provider are sometimes referred to in this Agreement individually as a “Party” and collectively as the “Parties”.

WITNESSETH:

WHEREAS, County exists to serve the needs of the Rensselaer County residents over the age of sixty (60), especially those who are handicapped, frail or disabled, and is well-known in the community for long standing and innovative work in providing solutions to the problems of the elderly; and

WHEREAS, the County’s Case Management Service (CMS) is an arm and representative of the County; and

WHEREAS, the County has received funding from the New York State Office for the Aging, hereinafter known as the "Office" to establish an Expanded In-Home Services for the Elderly Program (EISEP) hereinafter known as the "Program" to provide the following services:

- (a) care planning
- (b) arranging for services
- (c) monitoring and reassessment

In-Home Services

- (a) Personal Care I
- (b) Personal Care II;

Non-Institutional Respite;
Ancillary Services; and

WHEREAS, Provider is a home health agency providing health care services within Rensselaer County to the sick, disabled and elderly in their own homes, and

WHEREAS, the Parties have a common objective to effectively and efficiently deliver health and social services to elderly individuals and the prevention of unnecessary institutionalization;

NOW, THEREFORE, the parties hereby agree as follows:

1. INDEMNIFICATION

Provider acknowledges and agrees that the services to be provided pursuant to the terms of this agreement are provided as an independent contractor and not as an agent or as employees of the County. Accordingly, Provider agrees to indemnify and hold harmless the County, its agents, officers and employees, from and against any and all claims or causes of action, including reasonable attorneys' fees and expenses incurred

by the County in connection with a defense of any such claims or causes of action, which may arise as a consequence of any act or omission on the part of the Provider, its agents or employees which occurs during the performance of the services to be provided hereunder.

2. CASE FINDING AND REFERRAL

2.1 CMS will provide initial screening to all clients referred to the Program and for those clients deemed appropriate to provide case management for the duration of the project.

2.2 The Provider agrees to consider all its elderly clients, ages 60 and above, for their potential appropriateness as Program clients. Potentially appropriate clients will include those elderly clients with chronic physical, mental or emotional conditions who are residents of Rensselaer County, and are unable to undertake the activities of daily living, unassisted, over an extended period of time.

2.3 The Provider will refer appropriate clients to CMS for a screening. The process will be initiated by a telephone contact. The County agrees that CMS shall complete the screening process within 72 hours of the initial telephone contact. The Provider will be notified regarding the outcome of the screening. CMS and the Provider will maintain documentation of referrals, screens and screening outcomes.

3. DETERMINATION OF ELIGIBILITY FOR SERVICES

CMS will have ultimate responsibility for each EISEP client's complete service package, including authorization of the scope, amount and duration of all Program reimbursed services to the client. CMS will determine appropriateness for Program services through a standardized screening process. A comprehensive needs assessment will be conducted and case management services, including developing a comprehensive care plan, arranging for services, monitoring of services and reassessment will follow.

4. SCOPE OF SERVICES

The Provider agrees to provide Personal Care I and II and Ancillary Services in accordance with the attached specifications to Program clients.

The agency will comply with the requirements contained in 766.3 (Personnel Requirements) of the New York State Code of Rules and Regulations and written evidence of that compliance is available to the Department and the State Health Department.

If the Provider is at capacity and cannot provide the service, CMS will be notified immediately. CMS shall not be obligated to utilize the services of the Provider.

5. AUTHORIZATION OF SERVICES

5.1 CMS shall determine the core services, the number of units of each core service to be furnished by the Provider and the duration for the provision of core service to persons determined to be eligible for the Program. CMS shall authorize the Provider, in writing, to furnish services of the type; at the level specified; and for the duration of time specified. CMS may orally authorize the Provider to furnish services to eligible individuals in situations determined by CMS to be emergencies. CMS shall furnish the

Provider with a written authorization within ten (10) working days after the oral authorization. No authorization for service will be valid for more than six (6) months. Upon receipt of an authorization, the Provider shall furnish services pursuant to the terms of the authorization to the person specified in the authorization. If, for any reason, the Provider is unable to provide the services under the authorization, it shall notify CMS of its inability to provide services under the terms of the authorization and indicate the specific reasons for its inability to provide services pursuant to the authorization. CMS may, in its discretion, either revoke or modify its authorization. CMS shall notify the Provider of its decision.

5.2 CMS, with the consent of the client, will provide information necessary to insure appropriate care for the client.

5.3 If, at any time, during the referral process, or during the provision of services to a client referred by CMS, the Provider observes that (1) the problems requiring the services have changed, (2) the service is no longer appropriate, or (3) the service cannot be rendered because of consistent failure of the client to accept services, the Provider will notify CMS. CMS will assess the situation and determine if a change of service is indicated. If there is an agreement on the changes between CMS and the client, the modification or cancellation of the service order shall be made by CMS. CMS has the ultimate responsibility for authorizing the service plan.

6. PAYMENT

6.1 The County shall pay the Provider for services in an amount not to exceed the rate per unit of service as set forth in **Attachment B**, attached hereto, or units of service authorized in the service authorization form. The payment will be made proportionate to the amount of cost share for which the client is responsible. When the Provider receives a change in the Medicaid rate for a Medicaid Service, and the County, through EISEP, contracts with the Provider for the same service, the new rate will become effective for the EISEP service on the first day of the month in which the County received notification from the local Department of Social Services.

6.2 The Provider shall submit invoices to the County as set forth in **Attachment C**, covering services authorized by CMS pursuant to Section 4 of this Agreement, and rendered to eligible clients of the Program by the Provider during said month. The Provider will bill the client directly for the portion of the cost of service for which the client is responsible. The County will be billed for the remaining portion of the cost of service. The Provider shall not submit a bill to the Fiscal Intermediary for Medicare or Medicaid or to any other source of payment for any service authorized by CMS or included in the Program Service Package.

6.3 Upon receipt and approval of a properly completed invoice, payment will be made to the Provider by the County.

6.4 The County may, after consulting with and obtaining verbal authorization from the Provider, adjust any invoice of the Provider, both before and after payments have been made. In cases where agreements cannot be reached or substantive changes are involved, invoices shall be returned to the Provider for reconsideration and re-submittal to the County.

6.5 The County shall not reimburse the Provider for services rendered prior to the effective date of this Agreement. The County shall not reimburse the Provider for any amount in excess of the amount, scope and duration of the service authorization form.

6.6 The Provider expressly acknowledges and agrees that this contract will be considered executory to the extent New York State or Federal funding is relied upon by the County for the payment of any goods, labor or services to be furnished by Provider under the terms and provisions of this Agreement, and that in the event such funding shall not be forthcoming, this Agreement may be terminated by the County upon reasonable prior written notice to the Provider.

7. MONITORING

7.1 The Provider agrees to maintain service records on forms approved by the County. The records will include information on the amount of services provided to individual clients, and the cost of services per client.

7.2 The Provider agrees to make the following reports to CMS:

1. A verbal confirmation that the client is receiving services from the Provider as per the CMS request, as soon as the services are initiated; and
2. A written report of services as per **Attachment A**.

7.3 The Provider shall establish and maintain such documents and financial records as are required by the County to insure documentation and monitoring and the provisions of purchased services. In addition, the Provider shall prepare and submit with the invoices required by Paragraph 6 of this agreement, a monthly report including such programmatic, fiscal and administrative data as the County reasonably deems necessary for the monitoring and evaluation of such activities and services and to substantiate the Program's claim for reimbursement.

7.4 All financial, program and other books, records, documents and property pertaining to this Agreement shall at all reasonable times be open for inspection, review or audit by the New York State Office for the Aging and the County, or their authorized representatives, who shall, at all reasonable times, have access to the premises wherein such books, records, documents and property are located.

7.5 The Provider shall provide the County such additional data as the County may reasonably require to permit it to monitor performance of this Agreement at a level sufficient to assure appropriate fiscal administration, accountability and program quality.

8. INSURANCE

Provider agrees to maintain during the term of this agreement Workers' Compensation and Disability Insurance Coverage as may be required by law, together with liability insurance with liability limits reasonably satisfactory to the County, and to provide to the County proof of all such insurance coverage at the time of the execution of this agreement by Provider. The Certificate holder section must read as follows: Rensselaer County, c/o Rensselaer County Attorney, 99 Troy Road, East Greenbush, New York 12061.

9. CONFIDENTIALITY

The Provider shall safeguard the use of and access to information regarding individuals or families to which the County is providing or arranging for services. The Provider shall not use or release any reports, data, or other information identifying applicants or persons, except with the approval of such applicant or person served and in accordance with the rules and regulations of the Program and the Provider, and where applicable, Federal and State Laws and Regulations. Such information shall be used only to assure proper administration, planning, coordination, data collection and monitoring of performance under this Agreement, and to permit the transfer of client records to another agency for the purpose of continuing services, with appropriate release from the client or the client's guardian, and for research purposes.

10. CORPORATE COMPLIANCE

Provider represents and warrants that it, and its employees and/or contractors, are not excluded from participation and are not otherwise ineligible to participate in a “federal health care program”, as defined in 42 U.S.C.1320a-7b or in any other government payment program. Provider further represents and warrants that it will perform screening, on a monthly basis, all of its employees and subcontractors against:

- a. The General Services Administration’s Federal Excluded Party List System or any successor list;
- b. The United States Department of Health and Human Service’s Office of the Inspector General’s List of Excluded Individuals and Entities or any successor list; and
- c. The New York State Department of Health’s Office of the Medicaid Inspector General’s list of Restricted, Terminated or Excluded Individuals or Entities, or any successor list.

In the event that an excluded Party is discovered by the Provider, said Provider shall notify the County within five (5) days of such discovery. The County reserves its right to cancel and contract upon such notification.

The County further shall have the right to cancel this Agreement and declare the same null and void in the event that the Provider fails to fulfill its obligations under this section.

11. MAINTENANCE OF RECORDS

The Provider shall prepare and maintain, and shall retain for a period of six (6) years, or such longer periods as any applicable licensing standards may require, following completion of performance under this Agreement, the following:

- a. Such data as is necessary to satisfy applicable reporting requirements of the Program Administration, and, if payment hereunder is on a cost reimbursement basis, financial books and records which reflect costs incurred in and allocated to performance of the services covered by this Agreement, these books and records shall be maintained in accordance with generally accepted accounting principles.
- b. Personnel policies
- c. Personnel records

12. NON-DISCRIMINATION IN EMPLOYMENT

12.1 The Provider will not discriminate against any employee or applicant for employment because of race, creed, color, sex, or national origin, and will take

affirmative action to insure that they are afforded equal employment opportunities without discrimination because of age, race, creed, color, sex or national origin. Such action shall be taken with reference, but not be limited to: recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, lay-off or selection for training or retraining, including apprenticeship and on-the-job training.

12.2 The Provider will post and keep posted in conspicuous places, available to employees and applicants for employment, notices to be provided by the State Division for Human Rights, setting forth the substance of the provisions of clauses (a) and (b) and such provisions of the State's laws against discrimination as the State Division for Human Rights shall determine.

12.3 The Provider will state, in all solicitations or advertisements for employees placed by or on behalf of the Provider, that all qualified applicants will be afforded equal employment opportunities without discrimination because of age, race, creed, color, sex or national origin.

12.4 The Provider will comply with the provisions of Sections 291-299 of the Executive Law and the Civil Rights Law, will furnish all information and reports deemed necessary by the State Division for Human Rights under these non-discrimination clauses and such sections of the Executive Law, and will permit access to its books, records, and accounts by the State Division of Human Rights, the Attorney General and the Commissioner of any New York State Agency for purposes of investigation to ascertain compliance with these non-discrimination clauses and such sections of the Executive Law and Civil Rights Law.

12.5 This contract may be forthwith canceled, terminated or suspended in whole or in part, by the County upon the basis of a finding made by the State Division for Human Rights that the Provider has not complied with these non-discrimination clauses, and the Provider may be declared ineligible for future contracts made by or on behalf of the State or a public authority or agency of the State until the Provider satisfies the State Division of Human Rights that it has established and is carrying out a program in conformity with the provision of these non-discrimination clauses, such findings shall be made by the State Division for Human Rights after conciliation efforts by the Division have failed to achieve compliance with the non-discrimination clauses, and after a verified complaint has been filed with the Division, notice thereof has been given to the Provider and an opportunity has been afforded the Provider to be heard publicly before three members of the Division. Such sanctions may be imposed and remedies invoked independently of or in addition to sanctions and remedies otherwise provided by law.

12.6 The Provider will include the provisions of clauses 1 through 5 above in every subcontract or purchase order in such a manner that such provisions will be binding upon each subcontractor or vendor as to operations to be performed within the State of New York. The Provider will take such action in enforcing such provisions of such subcontract or purchase order that the County may direct, including sanctions or remedies for non-compliance.

13. NON-DISCRIMINATION IN SERVICE DELIVERY

The Provider shall not deny any services to or otherwise discriminate in the delivery of services against any person who otherwise meets the eligibility criteria for the program as determined by CMS on the basis of race, color, religion, sex, age, national origin, ancestry, physical or mental handicap, or because such person is a recipient of federal, state or local public assistance or housing subsidies. The Provider shall comply with all applicable provisions of:

- a. Title VI of the Civil Rights Act of 1964 (42 USC 2000-d et. seq.) prohibits discrimination on the basis of race, color, or national origin in programs receiving federal financial assistance; and
- b. Section 504 of the Rehabilitation Act of 1973, (29 USC 794) and the regulations promulgated thereunder, (45 CFR Part 84)-- prohibits discrimination against qualified handicapped individuals on the basis of handicap in any program or activity receiving or benefiting from Federal financial assistance and requires programs and activities, when viewed in entirety, to be readily accessible to handicapped persons.

14. TERMINATION

14.1 Either party may terminate this Agreement without cause upon provision of a written notice to the other at least thirty (30) days prior to its effective date.

14.2 If the County determines that any non-compliance with the terms of this Agreement on the part of the Provider endangers the life, health and safety of the recipients of services under this Agreement, it shall terminate this Agreement by orally notifying the Provider of termination within three (3) business days following the oral notification. Termination pursuant to this sub-section shall take effect upon the furnishing of the oral notification.

14.3 The County may terminate this Agreement, for reasons other than those constituting a noncompliance that endangers the life, health, and safety of recipients of service, if the Provider has failed to comply with the provisions of the Agreement, in whole or in part. However, prior to terminating this Agreement pursuant to this sub-section, the County shall notify the Provider, in writing, of the specific areas of non-compliance. The Provider shall restore compliance within ten (10) business days of the date of this notice. If the Provider has not restored compliance within the (10) day period, the County may terminate this Agreement by furnishing the Provider with written notice at least thirty days prior to the effective date of termination.

15. OBLIGATIONS UPON TERMINATION

Upon termination, all finished and unfinished documents, data studies, and reports prepared by the Provider pursuant to this Agreement shall become the property of the County. Upon termination, the Provider shall be entitled to compensation for services rendered in the satisfactory performance of this Agreement; provided that the Provider shall submit properly completed invoices to the County covering services rendered no later than sixty (60) days after the date of termination.

16. ASSIGNMENT AND SUBCONTRACT

The Provider shall not subcontract any interest in this Agreement without the prior written consent of the County; provided that, claims for money due or to become due to the Provider from the County under this Agreement may be assigned to a bank, trust company or other financial institution without such consent and that notice of any such

assignment is furnished promptly to the County. None of the services to be provided pursuant to this Agreement shall be sub-contracted to any other organization, association, individual, partnership or group of individuals without prior written consent of the County.

17. CONFLICT OF INTEREST

The Provider shall not knowingly employ, compensate, or arrange to compensate any employee of the County during the term of this Agreement without the prior written approval of the County.

18. AMENDMENT

This agreement may be modified or amended only in writing and duly executed by both Parties. Any modification or amendment shall be attached to and become part of this Agreement. All notices concerning this Agreement shall be delivered in writing to the Parties.

19. VENUE

In the event either Party to this agreement shall initiate litigation against the other Party to protect or enforce any right or benefit in favor of such Party under the terms of this Agreement, the Parties hereby mutually agree that the Supreme Court of the State of New York shall exercise exclusive jurisdiction over such litigation, and that the venue of the same shall be County of Rensselaer, New York.

20. NOTICE

Unless otherwise specified herein, any notice, approval, request or demand hereunder from either party to the other shall be in writing and shall be deemed to have been given when either delivered personally or deposited in a United States mail box in a postage pre-paid envelope addressed to the other.

21. LICENSES

The Provider shall procure and keep current any license, certification, permit or accreditation required by local, state, or federal status or regulations and shall upon the request of the County, submit the County proof of any such license, certification, permit or accreditation.

22. QUALITY ASSURANCE

Notwithstanding any other provision in this contract, the Provider remains responsible for:

- (a) ensuring that any service provided pursuant to this contract complies with all pertinent provisions of Federal, State and Local statutes, rules and regulations;
- (b) ensuring the quality of all services provided by the Provider; and
- (c) ensuring adherence by Provider's staff to the Provider's plan of care established for all patients.

23. INTEGRATION

All attachments to this Agreement are deemed to be part of this Agreement. The entire Agreement of the parties is contained herein and this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter contained herein, specifically, Attachments "A", "B", "C" and "D".

24. PERIOD OF PERFORMANCE

This Agreement shall commence on **April 1, 2023** and shall terminate on **March 31, 2024**.

25. FEDERAL, STATE AND LOCAL LAW AND REGULATIONS COMPLIANCE

Provider agrees to abide by and comply with all applicable federal, state and local laws, rules, regulations and orders.

26. DISCLOSURE

Provider certifies, to the best of its knowledge and belief, that:

A. No State or Federal appropriated funds have been paid or will be paid, by or on behalf of the Provider, to any person for influencing or attempting to influence legislation or appropriation actions pending before local, State and Federal executive and/or legislative bodies in connection with the awarding of any contract, the making of any grant, the making of any loan, the entering into of any cooperative Agreement, and the extension, continuation, renewal, amendment, or modification of any contract, grant loan, or cooperative Agreement.

B. If any funds other than State or Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence legislation or appropriation actions pending before local, State and Federal executive and/or legislative bodies in connection with this contract, grant, loan or cooperative Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, and United States Code. Failure to file the required certification shall be subject to civil penalty by the Federal government of not less than \$10,000 and not more than \$100,000 for each such failure.

27. ENTIRE AGREEMENT

This Agreement, and any documents referred to in it, constitute the whole Agreement between the Parties and supersede any previous arrangement, understanding or Agreement between them relating to the subject matter they cover.

Each of the Parties acknowledges and agrees that in entering into this Agreement it does not rely on any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person (whether party to this Agreement or not) relating to the subject matter of this Agreement, other than as expressly set out in this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed by the duly authorized officers of the respective Parties.

ATTACHMENT A – RESPITE SPECIFICATIONS

1. General Description

Respite Care is the provision of supervisory and supportive care necessary to maintain the health and safety of a client when the primary caregiver is not available to provide such care. Respite care service can be used to provide temporary relief to primary caregivers. Respite care service can be provided on a 24-hour basis.

2. Service Guidelines

2.1 This service may only be provided to clients receiving care from informal caregivers.

2.2 Respite can be provided in the home by homemaker/personal care workers or at a social-model adult day care center or adult home.

2.3 Respite provided by homemaker/personal care workers shall comply with all standards relating to this service.

2.4 Respite consisting of adult day care/adult home may not be used to cover the cost of medically oriented services (medical care, skilled nursing care, skilled therapies, dental care, audiology, podiatry, or ophthalmology).

2.5 Payments for respite in congregate settings must only be for services provided to individual clients.

6. A unit of service shall be equal to one hour of respite.

3. Services which may be provided by a homemaker/personal care worker include:

Assistance with or supervision of tasks associated with activities of daily living, e.g. bathing, toileting, grooming and dressing, feeding, transferring and use of adaptive equipment where indicated; and/or companionship services described as:

1. Performance of or assistance with tasks related to maintaining a safe and healthy living environment, e.g.
2. Light cleaning tasks in areas of the home used by the client (dusting, vacuuming, damp mopping);
3. Preparation of a shopping list appropriate to the client's dietary needs and financial circumstances, performing grocery shopping activities, as necessary, and preparation of meals;
4. Personal laundry (towels, bed linens, bedclothes and other clothing);
5. Accompanying the client to medical and other appropriate appointments;
6. Accompanying the client for short walks outside the home.

4. Supervision

When respite services are provided by homemaker/personal care services through a home care agency, the workers must be supervised by the provider agency in accordance with all standards and regulations promulgated by the State Department of Social Services. For facility based respite, the facility must provide training in accordance with appropriate State and Federal statutes, standards and regulations.

5. Selection and Training

When respite services are to be provided by homemaker/personal care workers, the provider agency is required to select workers in accordance with the minimum criteria established by the New York State Department of Social Services as specified in SDSS Regulations 18 NYCRR 505.14 (d) or amending/superseding regulations and as described in relevant NYSDSS administrative directives, and as operationalized by the Rensselaer County Department of Social Services.

The provider agency is responsible for the training of its personnel. Persons providing homemaker/personal care services must successfully complete a basic training program, in-service training and on-the-job training and supervision approved by the New York State Office for the Aging.

6. Response Time

The provider/facility shall inform CMS within 24 hours of the request for services of the ability to perform the service according to the CMS service authorization.

If at any time the provider agency/facility is unable to provide the service according to the CMS service authorization, the Case Manager shall be notified immediately.

7. Maintenance of Records

The provider agency/facility must maintain a client record for each client receiving services. This record shall contain pertinent client related information including but not limited to:

- a. The conditions or reasons for which care is provided;
- b. The tasks performed by the employee of the provider agency/facility;
- c. The observations of all provider agency/facility employees who have contact the client; and
- d. The client record must be updated in a timely manner.

ATTACHMENT B

Agency: **Accent Health Care Services, Inc.**

Personal Care 1/Personal Care II

Rate Unit Rate Unit - \$29.00 One Hour or Current DSS Rate

Non Institutional Respite

Rate Unit - \$29.00 One Hour or Current DSS Rate

Maximum Contract Amount: \$50,000.00

*A Premium Rate of \$30.00 per hour will be allowed in limited situations determined by the County to be extremely difficult locations to provide service.

ATTACHMENT C

Providers shall submit bills for core services on Rensselaer County Vendor Claim forms. Vendor Claim forms will be supplied to the Providers by the Department for the Aging:

1. Vendor claims will be submitted once monthly within ten (10) working days after the last day of the month being billed for. Vendor Claims not submitted within ninety (90) days of service provision will not be reimbursed.
2. Services shall be requested from the Providers by the use of service orders. A separate service order will be generated for each service ordered, for each client.
3. Each service order is referenced by a unique service order number. The service order contains five (5) digits and will be used to monitor services.
4. To facilitate timely reimbursements, the following format should be observed in completing the Vendor Claim form.
 - a. Individual service billings will be grouped by type of service (housekeeper, homemaker, respite)
 - b. Within each service type, individual billings should be ordered by a service order number.
 - c. For each service order listed, the client's name will be listed.
 - d. Additionally, for each service order, the dates of service were provided, the total units provided, the unit cost and the total monthly cost per service order will be listed.

ATTACHMENT D

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

Rehabilitation Act of 1973, Sec. 504 (29 U.S.C. 794, Nondiscrimination)

Americans with Disabilities Act of 1990 (42 U.S.C. 12101, et seq.; see 17-PI-21)

Civil Rights Act of 1964, Title VI, as amended (42 U.S.C. 2000-d et. seq.)

Older Americans Act

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

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

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

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

Elder Law

2. Targeting: The Contractor, to the 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 Agencies on Aging (AAA) for providing services to the above groups within the Planning and Service Area (PSA). The Contractor agrees to concentrate the services on older adults in the targeted populations identified by the AAA following the methods the AAA has established for complying with the targeting requirements under the Older Americans Act and the Equal Access and Targeting Policy issued by the New York State Office for the Aging.

3. Language Access: The Contractor shall inform persons with limited English proficiency (LEP) of the availability of language assistance, free of charge, by providing written notice of such assistance in a manner designed to be understandable by LEP persons at service locations and, at a minimum, have a telephonic interpretation service contract or similar community arrangement with a language interpretation services provider of their choice. The Contractor shall train staff that have contact with the public in the timely and appropriate use of these and other available language services.

4. The Contractor agrees that for programs established and funded in whole or in part pursuant to Title III of the Older Americans Act, the Contractor shall: specify how it intends to satisfy the service needs of low-income minority individuals, older adults with limited English proficiency, and older adults residing in rural areas in the area served by it; to the maximum extent feasible, provide services to low-income minority individuals, older individuals with limited English proficiency, and older adults residing in rural areas in accordance with their need for such services; and meet specific objectives established by the AAA, for providing services to low-income minority individuals, older adults with limited English proficiency, and older adults residing in rural areas within the planning and service area.

**Rensselaer County
And
Adept Health Care Service Inc.**

This Agreement (“Agreement”) made on the date set forth below between Rensselaer County, acting on behalf of the Department for the Aging, located at 99 Troy Road, East Greenbush, New York 12061, hereinafter called the “County” and Adept Health Care Service Inc. located at 406 Fulton Street, Troy, New York 12180, hereinafter called the “Provider”. County and Provider are sometimes referred to in this Agreement individually as a “Party” and collectively as the “Parties”.

WITNESSETH:

WHEREAS, County exists to serve the needs of the Rensselaer County residents over the age of sixty (60), especially those who are handicapped, frail or disabled, and is well-known in the community for long standing and innovative work in providing solutions to the problems of the elderly; and

WHEREAS, the County’s Case Management Service (CMS) is an arm and representative of the County; and

WHEREAS, the County has received funding from the New York State Office for the Aging, hereinafter known as the "Office" to establish an Expanded In-Home Services for the Elderly Program (EISEP) hereinafter known as the "Program" to provide the following services:

- (a) care planning
- (b) arranging for services
- (c) monitoring and reassessment

In-Home Services

- (a) Personal Care I
- (b) Personal Care II;

Non-Institutional Respite;
Ancillary Services; and

WHEREAS, Provider is a home health agency providing health care services within Rensselaer County to the sick, disabled and elderly in their own homes, and

WHEREAS, the Parties have a common objective to effectively and efficiently deliver health and social services to elderly individuals and the prevention of unnecessary institutionalization;

NOW, THEREFORE, the parties hereby agree as follows:

1. INDEMNIFICATION

Provider acknowledges and agrees that the services to be provided pursuant to the terms of this agreement are provided as an independent contractor and not as an agent or as employees of the County. Accordingly, Provider agrees to indemnify and hold harmless the County, its agents, officers and employees, from and against any and all claims or causes of action, including reasonable attorneys' fees and expenses incurred

by the County in connection with a defense of any such claims or causes of action, which may arise as a consequence of any act or omission on the part of the Provider, its agents or employees which occurs during the performance of the services to be provided hereunder.

2. CASE FINDING AND REFERRAL

2.1 CMS will provide initial screening to all clients referred to the Program and for those clients deemed appropriate to provide case management for the duration of the project.

2.2 The Provider agrees to consider all its elderly clients, ages 60 and above, for their potential appropriateness as Program clients. Potentially appropriate clients will include those elderly clients with chronic physical, mental or emotional conditions who are residents of Rensselaer County, and are unable to undertake the activities of daily living, unassisted, over an extended period of time.

2.3 The Provider will refer appropriate clients to CMS for a screening. The process will be initiated by a telephone contact. The County agrees that CMS shall complete the screening process within 72 hours of the initial telephone contact. The Provider will be notified regarding the outcome of the screening. CMS and the Provider will maintain documentation of referrals, screens and screening outcomes.

3. DETERMINATION OF ELIGIBILITY FOR SERVICES

CMS will have ultimate responsibility for each EISEP client's complete service package, including authorization of the scope, amount and duration of all Program reimbursed services to the client. CMS will determine appropriateness for Program services through a standardized screening process. A comprehensive needs assessment will be conducted and case management services, including developing a comprehensive care plan, arranging for services, monitoring of services and reassessment will follow.

4. SCOPE OF SERVICES

The Provider agrees to provide Personal Care I and II and Ancillary Services in accordance with the attached specifications to Program clients.

The agency will comply with the requirements contained in 766.3 (Personnel Requirements) of the New York State Code of Rules and Regulations and written evidence of that compliance is available to the Department and the State Health Department.

If the Provider is at capacity and cannot provide the service, CMS will be notified immediately. CMS shall not be obligated to utilize the services of the Provider.

5. AUTHORIZATION OF SERVICES

5.1 CMS shall determine the core services, the number of units of each core service to be furnished by the Provider and the duration for the provision of core service to persons determined to be eligible for the Program. CMS shall authorize the Provider, in writing, to furnish services of the type; at the level specified; and for the duration of time specified. CMS may orally authorize the Provider to furnish services to eligible individuals in situations determined by CMS to be emergencies. CMS shall furnish the

Provider with a written authorization within ten (10) working days after the oral authorization. No authorization for service will be valid for more than six (6) months. Upon receipt of an authorization, the Provider shall furnish services pursuant to the terms of the authorization to the person specified in the authorization. If, for any reason, the Provider is unable to provide the services under the authorization, it shall notify CMS of its inability to provide services under the terms of the authorization and indicate the specific reasons for its inability to provide services pursuant to the authorization. CMS may, in its discretion, either revoke or modify its authorization. CMS shall notify the Provider of its decision.

5.2 CMS, with the consent of the client, will provide information necessary to insure appropriate care for the client.

5.3 If, at any time, during the referral process, or during the provision of services to a client referred by CMS, the Provider observes that (1) the problems requiring the services have changed, (2) the service is no longer appropriate, or (3) the service cannot be rendered because of consistent failure of the client to accept services, the Provider will notify CMS. CMS will assess the situation and determine if a change of service is indicated. If there is an agreement on the changes between CMS and the client, the modification or cancellation of the service order shall be made by CMS. CMS has the ultimate responsibility for authorizing the service plan.

6. PAYMENT

6.1 The County shall pay the Provider for services in an amount not to exceed the rate per unit of service as set forth in Attachment B, attached hereto, or units of service authorized in the service authorization form. The payment will be made proportionate to the amount of cost share for which the client is responsible. When the Provider receives a change in the Medicaid rate for a Medicaid Service, and the County, through EISEP, contracts with the Provider for the same service, the new rate will become effective for the EISEP service on the first day of the month in which the County received notification from the local Department of Social Services.

6.2 The Provider shall submit invoices to the County as set forth in Attachment C, covering services authorized by CMS pursuant to Section 4 of this Agreement, and rendered to eligible clients of the Program by the Provider during said month. The Provider will bill the client directly for the portion of the cost of service for which the client is responsible. The County will be billed for the remaining portion of the cost of service. The Provider shall not submit a bill to the Fiscal Intermediary for Medicare or Medicaid or to any other source of payment for any service authorized by CMS or included in the Program Service Package.

6.3 Upon receipt and approval of a properly completed invoice, payment will be made to the Provider by the County.

6.4 The County may, after consulting with and obtaining verbal authorization from the Provider, adjust any invoice of the Provider, both before and after payments have been made. In cases where agreements cannot be reached or substantive changes are involved, invoices shall be returned to the Provider for reconsideration and re-submittal to the County.

6.5 The County shall not reimburse the Provider for services rendered prior to the effective date of this Agreement. The County shall not reimburse the Provider for any amount in excess of the amount, scope and duration of the service authorization form.

6.6 The Provider expressly acknowledges and agrees that this contract will be considered executory to the extent New York State or Federal funding is relied upon by the County for the payment of any goods, labor or services to be furnished by Provider under the terms and provisions of this Agreement, and that in the event such funding shall not be forthcoming, this Agreement may be terminated by the County upon reasonable prior written notice to the Provider.

7. MONITORING

7.1 The Provider agrees to maintain service records on forms approved by the County. The records will include information on the amount of services provided to individual clients, and the cost of services per client.

7.2 The Provider agrees to make the following reports to CMS:

1. A verbal confirmation that the client is receiving services from the Provider as per the CMS request, as soon as the services are initiated; and
2. A written report of services as per Attachment A.

7.3 The Provider shall establish and maintain such documents and financial records as are required by the County to insure documentation and monitoring and the provisions of purchased services. In addition, the Provider shall prepare and submit with the invoices required by Paragraph 6 of this agreement, a monthly report including such programmatic, fiscal and administrative data as the County reasonably deems necessary for the monitoring and evaluation of such activities and services and to substantiate the Program's claim for reimbursement.

7.4 All financial, program and other books, records, documents and property pertaining to this Agreement shall at all reasonable times be open for inspection, review or audit by the New York State Office for the Aging and the County, or their authorized representatives, who shall, at all reasonable times, have access to the premises wherein such books, records, documents and property are located.

7.5 The Provider shall provide the County such additional data as the County may reasonably require to permit it to monitor performance of this Agreement at a level sufficient to assure appropriate fiscal administration, accountability and program quality.

8. INSURANCE

Provider agrees to maintain during the term of this agreement Workers' Compensation and Disability Insurance Coverage as may be required by law, together with liability insurance with liability limits reasonably satisfactory to the County, and to provide to the County proof of all such insurance coverage at the time of the execution of this agreement by Provider. The Certificate holder section must read as follows: Rensselaer County, c/o Rensselaer County Attorney, 99 Troy Road, East Greenbush, New York 12061.

9. CONFIDENTIALITY

The Provider shall safeguard the use of and access to information regarding individuals or families to which the County is providing or arranging for services. The Provider shall not use or release any reports, data, or other information identifying applicants or persons, except with the approval of such applicant or person served and in accordance with the rules and regulations of the Program and the Provider, and where applicable, Federal and State Laws and Regulations. Such information shall be used only to assure proper administration, planning, coordination, data collection and monitoring of performance under this Agreement, and to permit the transfer of client records to another agency for the purpose of continuing services, with appropriate release from the client or the client's guardian, and for research purposes.

10. CORPORATE COMPLIANCE

Provider represents and warrants that it, and its employees and/or contractors, are not excluded from participation and are not otherwise ineligible to participate in a “federal health care program”, as defined in 42 U.S.C.1320a-7b or in any other government payment program. Provider further represents and warrants that it will perform screening, on a monthly basis, all of its employees and subcontractors against:

- a. The General Services Administration’s Federal Excluded Party List System or any successor list;
- b. The United States Department of Health and Human Service’s Office of the Inspector General’s List of Excluded Individuals and Entities or any successor list; and
- c. The New York State Department of Health’s Office of the Medicaid Inspector General’s list of Restricted, Terminated or Excluded Individuals or Entities, or any successor list.

In the event that an excluded Party is discovered by the Provider, said Provider shall notify the County within five (5) days of such discovery. The County reserves its right to cancel and contract upon such notification.

The County further shall have the right to cancel this Agreement and declare the same null and void in the event that the Provider fails to fulfill its obligations under this section.

11. MAINTENANCE OF RECORDS

The Provider shall prepare and maintain, and shall retain for a period of six (6) years, or such longer periods as any applicable licensing standards may require, following completion of performance under this Agreement, the following:

- a. Such data as is necessary to satisfy applicable reporting requirements of the Program Administration, and, if payment hereunder is on a cost reimbursement basis, financial books and records which reflect costs incurred in and allocated to performance of the services covered by this Agreement, these books and records shall be maintained in accordance with generally accepted accounting principles.
- b. Personnel policies
- c. Personnel records

12. NON-DISCRIMINATION IN EMPLOYMENT

12.1 The Provider will not discriminate against any employee or applicant for employment because of race, creed, color, sex, or national origin, and will take

affirmative action to insure that they are afforded equal employment opportunities without discrimination because of age, race, creed, color, sex or national origin. Such action shall be taken with reference, but not be limited to: recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, lay-off or selection for training or retraining, including apprenticeship and on-the-job training.

12.2 The Provider will post and keep posted in conspicuous places, available to employees and applicants for employment, notices to be provided by the State Division for Human Rights, setting forth the substance of the provisions of clauses (a) and (b) and such provisions of the State's laws against discrimination as the State Division for Human Rights shall determine.

12.3 The Provider will state, in all solicitations or advertisements for employees placed by or on behalf of the Provider, that all qualified applicants will be afforded equal employment opportunities without discrimination because of age, race, creed, color, sex or national origin.

12.4 The Provider will comply with the provisions of Sections 291-299 of the Executive Law and the Civil Rights Law, will furnish all information and reports deemed necessary by the State Division for Human Rights under these non-discrimination clauses and such sections of the Executive Law, and will permit access to its books, records, and accounts by the State Division of Human Rights, the Attorney General and the Commissioner of any New York State Agency for purposes of investigation to ascertain compliance with these non-discrimination clauses and such sections of the Executive Law and Civil Rights Law.

12.5 This contract may be forthwith canceled, terminated or suspended in whole or in part, by the County upon the basis of a finding made by the State Division for Human Rights that the Provider has not complied with these non-discrimination clauses, and the Provider may be declared ineligible for future contracts made by or on behalf of the State or a public authority or agency of the State until the Provider satisfies the State Division of Human Rights that it has established and is carrying out a program in conformity with the provision of these non-discrimination clauses, such findings shall be made by the State Division for Human Rights after conciliation efforts by the Division have failed to achieve compliance with the non-discrimination clauses, and after a verified complaint has been filed with the Division, notice thereof has been given to the Provider and an opportunity has been afforded the Provider to be heard publicly before three members of the Division. Such sanctions may be imposed and remedies invoked independently of or in addition to sanctions and remedies otherwise provided by law.

12.6 The Provider will include the provisions of clauses 1 through 5 above in every subcontract or purchase order in such a manner that such provisions will be binding upon each subcontractor or vendor as to operations to be performed within the State of New York. The Provider will take such action in enforcing such provisions of such subcontract or purchase order that the County may direct, including sanctions or remedies for non-compliance.

13. NON-DISCRIMINATION IN SERVICE DELIVERY

The Provider shall not deny any services to or otherwise discriminate in the delivery of services against any person who otherwise meets the eligibility criteria for the program as determined by CMS on the basis of race, color, religion, sex, age, national origin, ancestry, physical or mental handicap, or because such person is a recipient of federal, state or local public assistance or housing subsidies. The Provider shall comply with all applicable provisions of:

- a. Title VI of the Civil Rights Act of 1964 (42 USC 2000-d et. seq.) prohibits discrimination on the basis of race, color, or national origin in programs receiving federal financial assistance; and
- b. Section 504 of the Rehabilitation Act of 1973, (29 USC 794) and the regulations promulgated thereunder, (45 CFR Part 84)-- prohibits discrimination against qualified handicapped individuals on the basis of handicap in any program or activity receiving or benefiting from Federal financial assistance and requires programs and activities, when viewed in entirety, to be readily accessible to handicapped persons.

14. TERMINATION

14.1 Either party may terminate this Agreement without cause upon provision of a written notice to the other at least thirty (30) days prior to its effective date.

14.2 If the County determines that any non-compliance with the terms of this Agreement on the part of the Provider endangers the life, health and safety of the recipients of services under this Agreement, it shall terminate this Agreement by orally notifying the Provider of termination within three (3) business days following the oral notification. Termination pursuant to this sub-section shall take effect upon the furnishing of the oral notification.

14.3 The County may terminate this Agreement, for reasons other than those constituting a noncompliance that endangers the life, health, and safety of recipients of service, if the Provider has failed to comply with the provisions of the Agreement, in whole or in part. However, prior to terminating this Agreement pursuant to this sub-section, the County shall notify the Provider, in writing, of the specific areas of non-compliance. The Provider shall restore compliance within ten (10) business days of the date of this notice. If the Provider has not restored compliance within the (10) day period, the County may terminate this Agreement by furnishing the Provider with written notice at least thirty days prior to the effective date of termination.

15. OBLIGATIONS UPON TERMINATION

Upon termination, all finished and unfinished documents, data studies, and reports prepared by the Provider pursuant to this Agreement shall become the property of the County. Upon termination, the Provider shall be entitled to compensation for services rendered in the satisfactory performance of this Agreement; provided that the Provider shall submit properly completed invoices to the County covering services rendered no later than sixty (60) days after the date of termination.

16. ASSIGNMENT AND SUBCONTRACT

The Provider shall not subcontract any interest in this Agreement without the prior written consent of the County; provided that, claims for money due or to become due to the Provider from the County under this Agreement may be assigned to a bank, trust company or other financial institution without such consent and that notice of any such

assignment is furnished promptly to the County. None of the services to be provided pursuant to this Agreement shall be sub-contracted to any other organization, association, individual, partnership or group of individuals without prior written consent of the County.

17. CONFLICT OF INTEREST

The Provider shall not knowingly employ, compensate, or arrange to compensate any employee of the County during the term of this Agreement without the prior written approval of the County.

18. AMENDMENT

This agreement may be modified or amended only in writing and duly executed by both Parties. Any modification or amendment shall be attached to and become part of this Agreement. All notices concerning this Agreement shall be delivered in writing to the Parties.

19. VENUE

In the event either Party to this agreement shall initiate litigation against the other Party to protect or enforce any right or benefit in favor of such Party under the terms of this Agreement, the Parties hereby mutually agree that the Supreme Court of the State of New York shall exercise exclusive jurisdiction over such litigation, and that the venue of the same shall be County of Rensselaer, New York.

20. NOTICE

Unless otherwise specified herein, any notice, approval, request or demand hereunder from either party to the other shall be in writing and shall be deemed to have been given when either delivered personally or deposited in a United States mail box in a postage pre-paid envelope addressed to the other.

21. LICENSES

The Provider shall procure and keep current any license, certification, permit or accreditation required by local, state, or federal status or regulations and shall upon the request of the County, submit the County proof of any such license, certification, permit or accreditation.

22. QUALITY ASSURANCE

Notwithstanding any other provision in this contract, the Provider remains responsible for:

- (a) ensuring that any service provided pursuant to this contract complies with all pertinent provisions of Federal, State and Local statutes, rules and regulations;
- (b) ensuring the quality of all services provided by the Provider; and
- (c) ensuring adherence by Provider's staff to the Provider's plan of care established for all patients.

23. INTEGRATION

All attachments to this Agreement are deemed to be part of this Agreement. The entire Agreement of the parties is contained herein and this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter contained herein, specifically, Attachments "A", "B", "C" and "D".

24. PERIOD OF PERFORMANCE

This Agreement shall commence on **April 1, 2023** and shall terminate on **March 31, 2024**.

25. FEDERAL, STATE AND LOCAL LAW AND REGULATIONS COMPLIANCE

Provider agrees to abide by and comply with all applicable federal, state and local laws, rules, regulations and orders.

26. DISCLOSURE

Provider certifies, to the best of its knowledge and belief, that:

A. No State or Federal appropriated funds have been paid or will be paid, by or on behalf of the Provider, to any person for influencing or attempting to influence legislation or appropriation actions pending before local, State and Federal executive and/or legislative bodies in connection with the awarding of any contract, the making of any grant, the making of any loan, the entering into of any cooperative Agreement, and the extension, continuation, renewal, amendment, or modification of any contract, grant loan, or cooperative Agreement.

B. If any funds other than State or Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence legislation or appropriation actions pending before local, State and Federal executive and/or legislative bodies in connection with this contract, grant, loan or cooperative Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, and United States Code. Failure to file the required certification shall be subject to civil penalty by the Federal government of not less than \$10,000 and not more than \$100,000 for each such failure.

27. ENTIRE AGREEMENT

This Agreement, and any documents referred to in it, constitute the whole Agreement between the Parties and supersede any previous arrangement, understanding or Agreement between them relating to the subject matter they cover.

Each of the Parties acknowledges and agrees that in entering into this Agreement it does not rely on any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person (whether party to this Agreement or not) relating to the subject matter of this Agreement, other than as expressly set out in this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed by the duly authorized officers of the respective Parties.

ATTACHMENT A – RESPITE SPECIFICATIONS

1. General Description

Respite Care is the provision of supervisory and supportive care necessary to maintain the health and safety of a client when the primary caregiver is not available to provide such care. Respite care service can be used to provide temporary relief to primary caregivers. Respite care service can be provided on a 24-hour basis.

2. Service Guidelines

2.1 This service may only be provided to clients receiving care from informal caregivers.

2.2 Respite can be provided in the home by homemaker/personal care workers or at a social-model adult day care center or adult home.

2.3 Respite provided by homemaker/personal care workers shall comply with all standards relating to this service.

2.4 Respite consisting of adult day care/adult home may not be used to cover the cost of medically oriented services (medical care, skilled nursing care, skilled therapies, dental care, audiology, podiatry, or ophthalmology).

2.5 Payments for respite in congregate settings must only be for services provided to individual clients.

6. A unit of service shall be equal to one hour of respite.

3. Services which may be provided by a homemaker/personal care worker include:

Assistance with or supervision of tasks associated with activities of daily living, e.g. bathing, toileting, grooming and dressing, feeding, transferring and use of adaptive equipment where indicated; and/or companionship services described as:

1. Performance of or assistance with tasks related to maintaining a safe and healthy living environment, e.g.
2. Light cleaning tasks in areas of the home used by the client (dusting, vacuuming, damp mopping);
3. Preparation of a shopping list appropriate to the client's dietary needs and financial circumstances, performing grocery shopping activities, as necessary, and preparation of meals;
4. Personal laundry (towels, bed linens, bedclothes and other clothing);
5. Accompanying the client to medical and other appropriate appointments;
6. Accompanying the client for short walks outside the home.

4. Supervision

When respite services are provided by homemaker/personal care services through a home care agency, the workers must be supervised by the provider agency in accordance with all standards and regulations promulgated by the State Department of Social Services. For facility based respite, the facility must provide training in accordance with appropriate State and Federal statutes, standards and regulations.

5. Selection and Training

When respite services are to be provided by homemaker/personal care workers, the provider agency is required to select workers in accordance with the minimum criteria established by the New York State Department of Social Services as specified in SDSS Regulations 18 NYCRR 505.14 (d) or amending/superseding regulations and as described in relevant NYSDSS administrative directives, and as operationalized by the Rensselaer County Department of Social Services.

The provider agency is responsible for the training of its personnel. Persons providing homemaker/personal care services must successfully complete a basic training program, in-service training and on-the-job training and supervision approved by the New York State Office for the Aging.

6. Response Time

The provider/facility shall inform CMS within 24 hours of the request for services of the ability to perform the service according to the CMS service authorization.

If at any time the provider agency/facility is unable to provide the service according to the CMS service authorization, the Case Manager shall be notified immediately.

7. Maintenance of Records

The provider agency/facility must maintain a client record for each client receiving services. This record shall contain pertinent client related information including but not limited to:

- a. The conditions or reasons for which care is provided;
- b. The tasks performed by the employee of the provider agency/facility;
- c. The observations of all provider agency/facility employees who have contact the client; and
- d. The client record must be updated in a timely manner.

ATTACHMENT B

Agency: Adept Health Care Service Inc.

Personal Care 1/Personal Care II

Rate Unit Rate Unit - \$29.00 One Hour or Current DSS Rate

Non Institutional Respite

Rate Unit - \$29.00 One Hour or Current DSS Rate

Maximum Contract Amount: \$100,000.00

*A Premium Rate of \$30.00 per hour will be allowed in limited situations determined by the County to be extremely difficult locations to provide service.

ATTACHMENT C

Providers shall submit bills for core services on Rensselaer County Vendor Claim forms. Vendor Claim forms will be supplied to the Providers by the Department for the Aging:

1. Vendor claims will be submitted once monthly within ten (10) working days after the last day of the month being billed for. Vendor Claims not submitted within ninety (90) days of service provision will not be reimbursed.
2. Services shall be requested from the Providers by the use of service orders. A separate service order will be generated for each service ordered, for each client.
3. Each service order is referenced by a unique service order number. The service order contains five (5) digits and will be used to monitor services.
4. To facilitate timely reimbursements, the following format should be observed in completing the Vendor Claim form.
 - a. Individual service billings will be grouped by type of service (housekeeper, homemaker, respite)
 - b. Within each service type, individual billings should be ordered by a service order number.
 - c. For each service order listed, the client's name will be listed.
 - d. Additionally, for each service order, the dates of service were provided, the total units provided, the unit cost and the total monthly cost per service order will be listed.

ATTACHMENT D

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

Rehabilitation Act of 1973, Sec. 504 (29 U.S.C. 794, Nondiscrimination)

Americans with Disabilities Act of 1990 (42 U.S.C. 12101, et seq.; see 17-PI-21)

Civil Rights Act of 1964, Title VI, as amended (42 U.S.C. 2000-d et. seq.)

Older Americans Act

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

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

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

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

Elder Law

2. Targeting: The Contractor, to the 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 Agencies on Aging (AAA) for providing services to the above groups within the Planning and Service Area (PSA). The Contractor agrees to concentrate the services on older adults in the targeted populations identified by the AAA following the methods the AAA has established for complying with the targeting requirements under the Older Americans Act and the Equal Access and Targeting Policy issued by the New York State Office for the Aging.

3. Language Access: The Contractor shall inform persons with limited English proficiency (LEP) of the availability of language assistance, free of charge, by providing written notice of such assistance in a manner designed to be understandable by LEP persons at service locations and, at a minimum, have a telephonic interpretation service contract or similar community arrangement with a language interpretation services provider of their choice. The Contractor shall train staff that have contact with the public in the timely and appropriate use of these and other available language services.

4. The Contractor agrees that for programs established and funded in whole or in part pursuant to Title III of the Older Americans Act, the Contractor shall: specify how it intends to satisfy the service needs of low-income minority individuals, older adults with limited English proficiency, and older adults residing in rural areas in the area served by it; to the maximum extent feasible, provide services to low-income minority individuals, older individuals with limited English proficiency, and older adults residing in rural areas in accordance with their need for such services; and meet specific objectives established by the AAA, for providing services to low-income minority individuals, older adults with limited English proficiency, and older adults residing in rural areas within the planning and service area.

**Rensselaer County
And
Daughter for Hire, LLC**

This Agreement (“Agreement”) made on the date set forth below between Rensselaer County, acting on behalf of the Department for the Aging, located at 99 Troy Road, East Greenbush, New York 12061, hereinafter called the “County” and Daughter for Hire LLC located at 11 Herbert Drive, Latham, New York 12110, hereinafter called the “Provider”. County and Provider are sometimes referred to in this Agreement individually as a “Party” and collectively as the “Parties”.

WITNESSETH:

WHEREAS, County exists to serve the needs of the Rensselaer County residents over the age of sixty (60), especially those who are handicapped, frail or disabled, and is well-known in the community for long standing and innovative work in providing solutions to the problems of the elderly; and

WHEREAS, the County’s Case Management Service (CMS) is an arm and representative of the County; and

WHEREAS, the County has received funding from the New York State Office for the Aging, hereinafter known as the "Office" to establish an Expanded In-Home Services for the Elderly Program (EISEP) hereinafter known as the "Program" to provide the following services:

- (a) care planning
- (b) arranging for services
- (c) monitoring and reassessment

In-Home Services

- (a) Personal Care I

Non-Institutional Respite;
Ancillary Services; and

WHEREAS, Provider is a home health agency providing health care services within Rensselaer County to the sick, disabled and elderly in their own homes, and

WHEREAS, the Parties have a common objective to effectively and efficiently deliver health and social services to elderly individuals and the prevention of unnecessary institutionalization;

NOW, THEREFORE, the parties hereby agree as follows:

1. INDEMNIFICATION

Provider acknowledges and agrees that the services to be provided pursuant to the terms of this agreement are provided as an independent contractor and not as an agent or as employees of the County. Accordingly, Provider agrees to indemnify and hold harmless the County, its agents, officers and employees, from and against any and all claims or causes of action, including reasonable attorneys' fees and expenses incurred by the County in connection with a defense of any such claims or causes of action,

which may arise as a consequence of any act or omission on the part of the Provider, its agents or employees which occurs during the performance of the services to be provided hereunder.

2. CASE FINDING AND REFERRAL

2.1 CMS will provide initial screening to all clients referred to the Program and for those clients deemed appropriate to provide case management for the duration of the project.

2.2 The Provider agrees to consider all its elderly clients, ages 60 and above, for their potential appropriateness as Program clients. Potentially appropriate clients will include those elderly clients with chronic physical, mental or emotional conditions who are residents of Rensselaer County, and are unable to undertake the activities of daily living, unassisted, over an extended period of time.

2.3 The Provider will refer appropriate clients to CMS for a screening. The process will be initiated by a telephone contact. The County agrees that CMS shall complete the screening process within 72 hours of the initial telephone contact. The Provider will be notified regarding the outcome of the screening. CMS and the Provider will maintain documentation of referrals, screens and screening outcomes.

3. DETERMINATION OF ELIGIBILITY FOR SERVICES

CMS will have ultimate responsibility for each EISEP client's complete service package, including authorization of the scope, amount and duration of all Program reimbursed services to the client. CMS will determine appropriateness for Program services through a standardized screening process. A comprehensive needs assessment will be conducted and case management services, including developing a comprehensive care plan, arranging for services, monitoring of services and reassessment will follow.

4. SCOPE OF SERVICES

The Provider agrees to provide Personal Care I and Ancillary Services in accordance with the attached specifications to Program clients.

The agency will comply with the requirements contained in 766.3 (Personnel Requirements) of the New York State Code of Rules and Regulations and written evidence of that compliance is available to the Department and the State Health Department.

If the Provider is at capacity and cannot provide the service, CMS will be notified immediately. CMS shall not be obligated to utilize the services of the Provider.

5. AUTHORIZATION OF SERVICES

5.1 CMS shall determine the core services, the number of units of each core service to be furnished by the Provider and the duration for the provision of core service to persons determined to be eligible for the Program. CMS shall authorize the Provider, in writing, to furnish services of the type; at the level specified; and for the duration of time specified. CMS may orally authorize the Provider to furnish services to eligible individuals in situations determined by CMS to be emergencies. CMS shall furnish the Provider with a written authorization within ten (10) working days after the oral

authorization. No authorization for service will be valid for more than six (6) months. Upon receipt of an authorization, the Provider shall furnish services pursuant to the terms of the authorization to the person specified in the authorization. If, for any reason, the Provider is unable to provide the services under the authorization, it shall notify CMS of its inability to provide services under the terms of the authorization and indicate the specific reasons for its inability to provide services pursuant to the authorization. CMS may, in its discretion, either revoke or modify its authorization. CMS shall notify the Provider of its decision.

5.2 CMS, with the consent of the client, will provide information necessary to insure appropriate care for the client.

5.3 If, at any time, during the referral process, or during the provision of services to a client referred by CMS, the Provider observes that (1) the problems requiring the services have changed, (2) the service is no longer appropriate, or (3) the service cannot be rendered because of consistent failure of the client to accept services, the Provider will notify CMS. CMS will assess the situation and determine if a change of service is indicated. If there is an agreement on the changes between CMS and the client, the modification or cancellation of the service order shall be made by CMS. CMS has the ultimate responsibility for authorizing the service plan.

6. PAYMENT

6.1 The County shall pay the Provider for services in an amount not to exceed the rate per unit of service as set forth in Attachment B, attached hereto, or units of service authorized in the service authorization form. The payment will be made proportionate to the amount of cost share for which the client is responsible. When the Provider receives a change in the Medicaid rate for a Medicaid Service, and the County, through EISEP, contracts with the Provider for the same service, the new rate will become effective for the EISEP service on the first day of the month in which the County received notification from the local Department of Social Services.

6.2 The Provider shall submit invoices to the County as set forth in Attachment C, covering services authorized by CMS pursuant to Section 4 of this Agreement, and rendered to eligible clients of the Program by the Provider during said month. The Provider will bill the client directly for the portion of the cost of service for which the client is responsible. The County will be billed for the remaining portion of the cost of service. The Provider shall not submit a bill to the Fiscal Intermediary for Medicare or Medicaid or to any other source of payment for any service authorized by CMS or included in the Program Service Package.

6.3 Upon receipt and approval of a properly completed invoice, payment will be made to the Provider by the County.

6.4 The County may, after consulting with and obtaining verbal authorization from the Provider, adjust any invoice of the Provider, both before and after payments have been made. In cases where agreements cannot be reached or substantive changes are involved, invoices shall be returned to the Provider for reconsideration and re-submittal to the County.

6.5 The County shall not reimburse the Provider for services rendered prior to the effective date of this Agreement. The County shall not reimburse the Provider for any amount in excess of the amount, scope and duration of the service authorization form.

6.6 The Provider expressly acknowledges and agrees that this contract will be considered executory to the extent New York State or Federal funding is relied upon by the County for the payment of any goods, labor or services to be furnished by Provider under the terms and provisions of this Agreement, and that in the event such funding shall not be forthcoming, this Agreement may be terminated by the County upon reasonable prior written notice to the Provider.

7. MONITORING

7.1 The Provider agrees to maintain service records on forms approved by the County. The records will include information on the amount of services provided to individual clients, and the cost of services per client.

7.2 The Provider agrees to make the following reports to CMS:

1. A verbal confirmation that the client is receiving services from the Provider as per the CMS request, as soon as the services are initiated; and
2. A written report of services as per Attachment A.

7.3 The Provider shall establish and maintain such documents and financial records as are required by the County to insure documentation and monitoring and the provisions of purchased services. In addition, the Provider shall prepare and submit with the invoices required by Paragraph 6 of this agreement, a monthly report including such programmatic, fiscal and administrative data as the County reasonably deems necessary for the monitoring and evaluation of such activities and services and to substantiate the Program's claim for reimbursement.

7.4 All financial, program and other books, records, documents and property pertaining to this Agreement shall at all reasonable times be open for inspection, review or audit by the New York State Office for the Aging and the County, or their authorized representatives, who shall, at all reasonable times, have access to the premises wherein such books, records, documents and property are located.

7.5 The Provider shall provide the County such additional data as the County may reasonably require to permit it to monitor performance of this Agreement at a level sufficient to assure appropriate fiscal administration, accountability and program quality.

8. INSURANCE

Provider agrees to maintain during the term of this agreement Workers' Compensation and Disability Insurance Coverage as may be required by law, together with liability insurance with liability limits reasonably satisfactory to the County, and to provide to the County proof of all such insurance coverage at the time of the execution of this agreement by Provider. The Certificate holder section must read as follows: Rensselaer County, c/o Rensselaer County Attorney, 99 Troy Road, East Greenbush, New York 12061.

9. CONFIDENTIALITY

The Provider shall safeguard the use of and access to information regarding individuals or families to which the County is providing or arranging for services. The Provider shall not use or release any reports, data, or other information identifying applicants or persons, except with the approval of such applicant or person served and in accordance with the rules and regulations of the Program and the Provider, and where applicable, Federal and State Laws and Regulations. Such information shall be used only to assure proper administration, planning, coordination, data collection and monitoring of performance under this Agreement, and to permit the transfer of client records to another agency for the purpose of continuing services, with appropriate release from the client or the client's guardian, and for research purposes.

10. CORPORATE COMPLIANCE

Provider represents and warrants that it, and its employees and/or contractors, are not excluded from participation and are not otherwise ineligible to participate in a “federal health care program”, as defined in 42 U.S.C.1320a-7b or in any other government payment program. Provider further represents and warrants that it will perform screening, on a monthly basis, all of its employees and subcontractors against:

- a. The General Services Administration’s Federal Excluded Party List System or any successor list;
- b. The United States Department of Health and Human Service’s Office of the Inspector General’s List of Excluded Individuals and Entities or any successor list; and
- c. The New York State Department of Health’s Office of the Medicaid Inspector General’s list of Restricted, Terminated or Excluded Individuals or Entities, or any successor list.

In the event that an excluded Party is discovered by the Provider, said Provider shall notify the County within five (5) days of such discovery. The County reserves its right to cancel and contract upon such notification.

The County further shall have the right to cancel this Agreement and declare the same null and void in the event that the Provider fails to fulfill its obligations under this section.

11. MAINTENANCE OF RECORDS

The Provider shall prepare and maintain, and shall retain for a period of six (6) years, or such longer periods as any applicable licensing standards may require, following completion of performance under this Agreement, the following:

- a. Such data as is necessary to satisfy applicable reporting requirements of the Program Administration, and, if payment hereunder is on a cost reimbursement basis, financial books and records which reflect costs incurred in and allocated to performance of the services covered by this Agreement, these books and records shall be maintained in accordance with generally accepted accounting principles.
- b. Personnel policies
- c. Personnel records

12. NON-DISCRIMINATION IN EMPLOYMENT

12.1 The Provider will not discriminate against any employee or applicant for employment because of race, creed, color, sex, or national origin, and will take

affirmative action to insure that they are afforded equal employment opportunities without discrimination because of age, race, creed, color, sex or national origin. Such action shall be taken with reference, but not be limited to: recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, lay-off or selection for training or retraining, including apprenticeship and on-the-job training.

12.2 The Provider will post and keep posted in conspicuous places, available to employees and applicants for employment, notices to be provided by the State Division for Human Rights, setting forth the substance of the provisions of clauses (a) and (b) and such provisions of the State's laws against discrimination as the State Division for Human Rights shall determine.

12.3 The Provider will state, in all solicitations or advertisements for employees placed by or on behalf of the Provider, that all qualified applicants will be afforded equal employment opportunities without discrimination because of age, race, creed, color, sex or national origin.

12.4 The Provider will comply with the provisions of Sections 291-299 of the Executive Law and the Civil Rights Law, will furnish all information and reports deemed necessary by the State Division for Human Rights under these non-discrimination clauses and such sections of the Executive Law, and will permit access to its books, records, and accounts by the State Division of Human Rights, the Attorney General and the Commissioner of any New York State Agency for purposes of investigation to ascertain compliance with these non-discrimination clauses and such sections of the Executive Law and Civil Rights Law.

12.5 This contract may be forthwith canceled, terminated or suspended in whole or in part, by the County upon the basis of a finding made by the State Division for Human Rights that the Provider has not complied with these non-discrimination clauses, and the Provider may be declared ineligible for future contracts made by or on behalf of the State or a public authority or agency of the State until the Provider satisfies the State Division of Human Rights that it has established and is carrying out a program in conformity with the provision of these non-discrimination clauses, such findings shall be made by the State Division for Human Rights after conciliation efforts by the Division have failed to achieve compliance with the non-discrimination clauses, and after a verified complaint has been filed with the Division, notice thereof has been given to the Provider and an opportunity has been afforded the Provider to be heard publicly before three members of the Division. Such sanctions may be imposed and remedies invoked independently of or in addition to sanctions and remedies otherwise provided by law.

12.6 The Provider will include the provisions of clauses 1 through 5 above in every subcontract or purchase order in such a manner that such provisions will be binding upon each subcontractor or vendor as to operations to be performed within the State of New York. The Provider will take such action in enforcing such provisions of such subcontract or purchase order that the County may direct, including sanctions or remedies for non-compliance.

13. NON-DISCRIMINATION IN SERVICE DELIVERY

The Provider shall not deny any services to or otherwise discriminate in the delivery of services against any person who otherwise meets the eligibility criteria for the program as determined by CMS on the basis of race, color, religion, sex, age, national origin, ancestry, physical or mental handicap, or because such person is a recipient of federal, state or local public assistance or housing subsidies. The Provider shall comply with all applicable provisions of:

- a. Title VI of the Civil Rights Act of 1964 (42 USC 2000-d et. seq.) prohibits discrimination on the basis of race, color, or national origin in programs receiving federal financial assistance; and
- b. Section 504 of the Rehabilitation Act of 1973, (29 USC 794) and the regulations promulgated thereunder, (45 CFR Part 84)-- prohibits discrimination against qualified handicapped individuals on the basis of handicap in any program or activity receiving or benefiting from Federal financial assistance and requires programs and activities, when viewed in entirety, to be readily accessible to handicapped persons.

14. TERMINATION

14.1 Either party may terminate this Agreement without cause upon provision of a written notice to the other at least thirty (30) days prior to its effective date.

14.2 If the County determines that any non-compliance with the terms of this Agreement on the part of the Provider endangers the life, health and safety of the recipients of services under this Agreement, it shall terminate this Agreement by orally notifying the Provider of termination within three (3) business days following the oral notification. Termination pursuant to this sub-section shall take effect upon the furnishing of the oral notification.

14.3 The County may terminate this Agreement, for reasons other than those constituting a noncompliance that endangers the life, health, and safety of recipients of service, if the Provider has failed to comply with the provisions of the Agreement, in whole or in part. However, prior to terminating this Agreement pursuant to this sub-section, the County shall notify the Provider, in writing, of the specific areas of non-compliance. The Provider shall restore compliance within ten (10) business days of the date of this notice. If the Provider has not restored compliance within the (10) day period, the County may terminate this Agreement by furnishing the Provider with written notice at least thirty days prior to the effective date of termination.

15. OBLIGATIONS UPON TERMINATION

Upon termination, all finished and unfinished documents, data studies, and reports prepared by the Provider pursuant to this Agreement shall become the property of the County. Upon termination, the Provider shall be entitled to compensation for services rendered in the satisfactory performance of this Agreement; provided that the Provider shall submit properly completed invoices to the County covering services rendered no later than sixty (60) days after the date of termination.

16. ASSIGNMENT AND SUBCONTRACT

The Provider shall not subcontract any interest in this Agreement without the prior written consent of the County; provided that, claims for money due or to become due to the Provider from the County under this Agreement may be assigned to a bank, trust company or other financial institution without such consent and that notice of any such

assignment is furnished promptly to the County. None of the services to be provided pursuant to this Agreement shall be sub-contracted to any other organization, association, individual, partnership or group of individuals without prior written consent of the County.

17. CONFLICT OF INTEREST

The Provider shall not knowingly employ, compensate, or arrange to compensate any employee of the County during the term of this Agreement without the prior written approval of the County.

18. AMENDMENT

This agreement may be modified or amended only in writing and duly executed by both Parties. Any modification or amendment shall be attached to and become part of this Agreement. All notices concerning this Agreement shall be delivered in writing to the Parties.

19. VENUE

In the event either Party to this agreement shall initiate litigation against the other Party to protect or enforce any right or benefit in favor of such Party under the terms of this Agreement, the Parties hereby mutually agree that the Supreme Court of the State of New York shall exercise exclusive jurisdiction over such litigation, and that the venue of the same shall be County of Rensselaer, New York.

20. NOTICE

Unless otherwise specified herein, any notice, approval, request or demand hereunder from either party to the other shall be in writing and shall be deemed to have been given when either delivered personally or deposited in a United States mail box in a postage pre-paid envelope addressed to the other.

21. LICENSES

The Provider shall procure and keep current any license, certification, permit or accreditation required by local, state, or federal status or regulations and shall upon the request of the County, submit the County proof of any such license, certification, permit or accreditation.

22. QUALITY ASSURANCE

Notwithstanding any other provision in this contract, the Provider remains responsible for:

- (a) ensuring that any service provided pursuant to this contract complies with all pertinent provisions of Federal, State and Local statutes, rules and regulations;
- (b) ensuring the quality of all services provided by the Provider; and
- (c) ensuring adherence by Provider's staff to the Provider's plan of care established for all patients.

23. INTEGRATION

All attachments to this Agreement are deemed to be part of this Agreement. The entire Agreement of the parties is contained herein and this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter contained herein, specifically, Attachments "A", "B", "C" and "D".

24. PERIOD OF PERFORMANCE

This Agreement shall commence on **April 1, 2023** and shall terminate on **March 31, 2024**.

25. FEDERAL, STATE AND LOCAL LAW AND REGULATIONS COMPLIANCE

Provider agrees to abide by and comply with all applicable federal, state and local laws, rules, regulations and orders.

26. DISCLOSURE

Provider certifies, to the best of its knowledge and belief, that:

A. No State or Federal appropriated funds have been paid or will be paid, by or on behalf of the Provider, to any person for influencing or attempting to influence legislation or appropriation actions pending before local, State and Federal executive and/or legislative bodies in connection with the awarding of any contract, the making of any grant, the making of any loan, the entering into of any cooperative Agreement, and the extension, continuation, renewal, amendment, or modification of any contract, grant loan, or cooperative Agreement.

B. If any funds other than State or Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence legislation or appropriation actions pending before local, State and Federal executive and/or legislative bodies in connection with this contract, grant, loan or cooperative Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, and United States Code. Failure to file the required certification shall be subject to civil penalty by the Federal government of not less than \$10,000 and not more than \$100,000 for each such failure.

27. ENTIRE AGREEMENT

This Agreement, and any documents referred to in it, constitute the whole Agreement between the Parties and supersede any previous arrangement, understanding or Agreement between them relating to the subject matter they cover.

Each of the Parties acknowledges and agrees that in entering into this Agreement it does not rely on any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person (whether party to this Agreement or not) relating to the subject matter of this Agreement, other than as expressly set out in this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed by the duly authorized officers of the respective Parties.

ATTACHMENT A – RESPITE SPECIFICATIONS

1. General Description

Respite Care is the provision of supervisory and supportive care necessary to maintain the health and safety of a client when the primary caregiver is not available to provide such care. Respite care service can be used to provide temporary relief to primary caregivers. Respite care service can be provided on a 24-hour basis.

2. Service Guidelines

2.1 This service may only be provided to clients receiving care from informal caregivers.

2.2 Respite can be provided in the home by homemaker/personal care workers or at a social-model adult day care center or adult home.

2.3 Respite provided by homemaker/personal care workers shall comply with all standards relating to this service.

2.4 Respite consisting of adult day care/adult home may not be used to cover the cost of medically oriented services (medical care, skilled nursing care, skilled therapies, dental care, audiology, podiatry, or ophthalmology).

2.5 Payments for respite in congregate settings must only be for services provided to individual clients.

6. A unit of service shall be equal to one hour of respite.

3. Services which may be provided by a homemaker/personal care worker include:

Assistance with or supervision of tasks associated with activities of daily living, e.g. bathing, toileting, grooming and dressing, feeding, transferring and use of adaptive equipment where indicated; and/or companionship services described as:

1. Performance of or assistance with tasks related to maintaining a safe and healthy living environment, e.g.
2. Light cleaning tasks in areas of the home used by the client (dusting, vacuuming, damp mopping);
3. Preparation of a shopping list appropriate to the client's dietary needs and financial circumstances, performing grocery shopping activities, as necessary, and preparation of meals;
4. Personal laundry (towels, bed linens, bedclothes and other clothing);
5. Accompanying the client to medical and other appropriate appointments;
6. Accompanying the client for short walks outside the home.

4. Supervision

When respite services are provided by homemaker/personal care services through a home care agency, the workers must be supervised by the provider agency in accordance with all standards and regulations promulgated by the State Department of Social Services. For facility based respite, the facility must provide training in accordance with appropriate State and Federal statutes, standards and regulations.

5. Selection and Training

When respite services are to be provided by homemaker/personal care workers, the provider agency is required to select workers in accordance with the minimum criteria established by the New York State Department of Social Services as specified in SDSS Regulations 18 NYCRR 505.14 (d) or amending/superseding regulations and as described in relevant NYSDSS administrative directives, and as operationalized by the Rensselaer County Department of Social Services.

The provider agency is responsible for the training of its personnel. Persons providing homemaker/personal care services must successfully complete a basic training program, in-service training and on-the-job training and supervision approved by the New York State Office for the Aging.

6. Response Time

The provider/facility shall inform CMS within 24 hours of the request for services of the ability to perform the service according to the CMS service authorization.

If at any time the provider agency/facility is unable to provide the service according to the CMS service authorization, the Case Manager shall be notified immediately.

7. Maintenance of Records

The provider agency/facility must maintain a client record for each client receiving services. This record shall contain pertinent client related information including but not limited to:

- a. The conditions or reasons for which care is provided;
- b. The tasks performed by the employee of the provider agency/facility;
- c. The observations of all provider agency/facility employees who have contact the client; and
- d. The client record must be updated in a timely manner.

ATTACHMENT B

Agency: Daughter for Hire LLC

Personal Care 1

Rate Unit Rate Unit - \$34.00 One Hour or Current DSS Rate

Non Institutional Respite

Rate Unit - \$34.00 One Hour or Current DSS Rate

Maximum Contract Amount: \$190,000.00

*A Premium Rate of \$34.00 per hour will be allowed in limited situations determined by the County to be extremely difficult locations to provide service.

Mileage

County agrees to pay the Provider for mileage from the EISEP Ancillary funds based off the fluctuating IRS mileage rate & the mileage is limited to 20 miles round trip unless pre-authorized by Rensselaer County Department of Aging.

ATTACHMENT C

Providers shall submit bills for core services on Rensselaer County Vendor Claim forms. Vendor Claim forms will be supplied to the Providers by the Department for the Aging:

1. Vendor claims will be submitted once monthly within ten (10) working days after the last day of the month being billed for. Vendor Claims not submitted within ninety (90) days of service provision will not be reimbursed.
2. Services shall be requested from the Providers by the use of service orders. A separate service order will be generated for each service ordered, for each client.
3. Each service order is referenced by a unique service order number. The service order contains five (5) digits and will be used to monitor services.
4. To facilitate timely reimbursements, the following format should be observed in completing the Vendor Claim form.
 - a. Individual service billings will be grouped by type of service (housekeeper, homemaker, respite)
 - b. Within each service type, individual billings should be ordered by a service order number.
 - c. For each service order listed, the client's name will be listed.
 - d. Additionally, for each service order, the dates of service were provided, the total units provided, the unit cost and the total monthly cost per service order will be listed.

ATTACHMENT D

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

Rehabilitation Act of 1973, Sec. 504 (29 U.S.C. 794, Nondiscrimination)

Americans with Disabilities Act of 1990 (42 U.S.C. 12101, et seq.; see 17-PI-21)

Civil Rights Act of 1964, Title VI, as amended (42 U.S.C. 2000-d et. seq.)

Older Americans Act

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

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

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

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

Elder Law

2. Targeting: The Contractor, to the 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 Agencies on Aging (AAA) for providing services to the above groups within the Planning and Service Area (PSA). The Contractor agrees to concentrate the services on older adults in the targeted populations identified by the AAA following the methods the AAA has established for complying with the targeting requirements under the Older Americans Act and the Equal Access and Targeting Policy issued by the New York State Office for the Aging.

3. Language Access: The Contractor shall inform persons with limited English proficiency (LEP) of the availability of language assistance, free of charge, by providing written notice of such assistance in a manner designed to be understandable by LEP persons at service locations and, at a minimum, have a telephonic interpretation service contract or similar community arrangement with a language interpretation services provider of their choice. The Contractor shall train staff that have contact with the public in the timely and appropriate use of these and other available language services.

4. The Contractor agrees that for programs established and funded in whole or in part pursuant to Title III of the Older Americans Act, the Contractor shall: specify how it intends to satisfy the service needs of low-income minority individuals, older adults with limited English proficiency, and older adults residing in rural areas in the area served by it; to the maximum extent feasible, provide services to low-income minority individuals, older individuals with limited English proficiency, and older adults residing in rural areas in accordance with their need for such services; and meet specific objectives established by the AAA, for providing services to low-income minority individuals, older adults with limited English proficiency, and older adults residing in rural areas within the planning and service area.