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SARATOGA COUNTY

NEW YORK

Aging & Youth Services

SARATOGA COUNTY DEPARTMENT OF
AGING & YOUTH SERVICES

RULES AND REGULATIONS FOR

APPLICATION & OPERATION OF
SUBCONTRACTS

INDEX

1. INTENT
2. APPLICATION
3. OPERATION OF SUBCONTRACTS
4. PROGRAM MAINTENANCE
5. FISCAL MONITORING AND VOUCHER FOR REIMBURSEMENT
6. PERSONNEL
7. PUBLICITY
8. REFERRALS
9. COLLECTION OF CONTRIBUTIONS
10. EVALUATION
11. TRAINING
12. PROCEDURES FOR CANCELLATION OF CONTRACTS
13. LIABILITY INSURANCE
14. SUBMISSION OF FORMS
15. OTHER FUNDING SOURCES
16. HOLD HARMLESS PROVISION / INDEMNIFICATION
17. GLOSSARY OF TERMS FOR TARGET POPULATION

1 INTENT

As stated in the Older Americans Act of 1965, as amended, it will be the goal of the Area Agencies for the Aging to foster the development of a comprehensive and coordinated service system for older persons within a specified service and planning area. In line with the recent amendments to the Act, Area Agencies shall give attention to the following priority areas: nutrition (including delivery of meals to homebound elderly); information and referral; transportation; in-home services, counseling; advocacy; adult day care; legal services, and outreach. It is the intent of the Saratoga County Department of Aging & Youth Services to negotiate various subcontracts with third parties to facilitate the direct delivery of services to elderly (60+) residents of Saratoga County.

2 APPLICATION

All agencies applying for subcontract funds shall comply with the following policies and requirements:

- A proposal shall include a program narrative describing the overall program and services to be provided, objectives, activities, number of clients to be served, personnel needed to complete the tasks, and a line item budget.
- Verification of the agency's ability to enter into a contract with the Department of Aging & Youth Services should be presented.
- Review of proposals will be completed by the Department of Aging & Youth Services.
- Determination of funding sources will be made by the Department of Aging & Youth Services. Start of program year depends on funding source.
- Recommendations of approval or disapproval will be presented by the Director of the Department of Aging & Youth Services to the Health and Human Services Committee of the Saratoga County Board of Supervisors. Final decisions are made by the full Board of Supervisors with final contract approval by the New York State Office for the Aging.
- Subcontractors will be notified in writing within 45 days of the final decision.
- A contract will be written by the County Attorney and submitted, along with a budget, for review to the State Office for the Aging.

3 OPERATIONS OF SUBCONTRACTS

All subcontractors of Saratoga County Department of Aging & Youth Services shall:

- Provide all services described in the contract for the duration of the contract.
- Notify, in writing, the Saratoga County Department of Aging & Youth Services of any proposed changes in the programs sponsored by Title III or Community Services for the Elderly (CSE) and the Wellness in Nutrition program (WIN) prior to the date the change takes effect. Any changes must be approved by the Director of the Department of Aging & Youth Services.
- Provide for the maintenance of all equipment, tools, and supplies purchased by or used for Title III, CSE and WIN purposes. A complete inventory of all such equipment shall be maintained by the subcontractor.
- Maintain satisfactory health, safety and working conditions for all employees funded through Area Agency funds.
- Maintain a regular working schedule with all changes requested in writing to the Director of the Department of Aging & Youth Services. All changes in management personnel will be reported in writing to the Director of the Department of Aging & Youth Services.
- Provide services to any resident age 60+ requesting a service. No one shall be denied services because of their inability to pay, however, a voluntary contribution policy must be established.
- Ensure that no information about or obtained from, an individual receiving services under this contract shall be disclosed in a form identifiable with the individual without the informed consent of that individual.

Subcontractors shall, in addition, comply with all other Federal, State and County of Saratoga rules and regulations that apply. The subcontracting agency and the Saratoga County Department of Aging & Youth Services reserve the right to cancel a contract by means specified in the contract, in writing, to the other party.

4 PROGRAM MAINTENANCE

Documentation must be kept for all services provided under subcontracts. These shall include:

- Identification of clients served; date of birth; statistics of target population
- Type of service provided and date(s) of service
- Duration and frequency of service

- Date service is terminated
- Other information considered applicable to specific services

These records will be subject to audit by authorized representatives of the County of Saratoga, New York State Office for the Aging and the Federal Administration on Aging. Records, although not necessarily kept separately, must be readily accessible and identified in some manner.

- Subcontractors shall submit all reports, evaluations, records or documents pertaining to programs, projects and personnel provided for by Area Agency funds within ten (10) days of such request.
- In addition, a monthly statistical report must be submitted to the Saratoga County Department of Aging & Youth Services listing the number of clients served, the nature and duration of service given, the number of new cases, the number of cases closed and other pertinent data. Any service that is requested but cannot be provided shall also be reported. This data will be used for the purpose of reporting to the State Office for the Aging and is required by the Saratoga County Office for program planning.

5 FISCAL MONITORING & VOUCHER FOR REIMBURSEMENT

Subcontractors shall maintain an itemized accounting of all budgetary items funded by Area Agency funds on an accrual basis. This shall include accrual of all funds spent, by category, and all unused funds appropriated by category. All funds allocated but unused at the end of a project year shall be rescinded upon completion of the project year. All budgeted expenses shall be paid in full during the project year subject to the availability of Federal, State and local funds.

Vouchers for Title III, CSE and WIN expenses, salaries and outlays must be submitted to the Saratoga County Department of Aging & Youth Services no later than the 10th day of the month, following the month for which expenses were incurred. Detailed expenditures for the month shall include the following:

- Saratoga County Voucher
- Monthly Expenditure Report
- Monthly Payroll Certification (when applicable)
- Time sheets showing total hours worked (when applicable)
- Documentation of all reported budgeted expenses
- Monthly Statistical Report
- Contribution Affirmation

- An equipment inventory sheet must be submitted to Saratoga County Department of Aging & Youth Services if equipment is purchased with Area Agency Funds. All Title III, CSE and WIN funded equipment purchases must be labeled as property of the Saratoga County Department of Aging & Youth services.
- Subcontractors will receive reimbursement of their expenditures, at the rate specified in the contract, from Saratoga County, after having submitted an approved voucher to the Department of Aging & Youth Services.
- The subcontractor shall return, in full, the amount of any overpayment after written notification is issued of such overpayment from the Saratoga County Department of Aging & Youth Services.
- A copy of the subcontractor's annual audit will be acceptable for the annual report, if required.
- Reporting forms will be supplied by the Saratoga County Department of Aging & Youth Services.
- Documentation shall include a receipt of payment listing the items purchased, date of payment, name of vendor and the number of the check used to make such payment.

6 PERSONNEL

Subcontractors with personnel reimbursed by Area Agency funds shall comply with the following:

- Notify in writing, to the Department of Aging & Youth Services of any personnel changes or changes in job description at least ten (10) days prior to implementation of said change.
- Maintain personnel records for those supported by Area Agency funding. These will include documentation of hours worked, accrued leaves and vacations, overtime, personnel records and duties. Records must be retained for six years.
- Comply with Title VII of the Civil Rights Act of 1964 (Public Law 88-353) and the regulations pursuant thereto.
- Maintain a relationship with the Saratoga County Department of Aging & Youth Services as that of an independent contractor. The contractor, in accordance with

his status as an independent contractor, covenants and agrees that he will conduct himself in accordance with such status, that he will neither hold himself out as nor claim to be an officer or employee of the Saratoga County Department of Aging & Youth Services by reason thereof, and that he will not by reason thereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the Saratoga County Department of Aging & Youth Services, including but not limited to sick pay, vacation benefits, workman's compensation coverage, unemployment insurance benefits, social security coverage or retirement membership or credits.

7 PUBLICITY

Publicity concerning these contracts may be released only with the permission of the Saratoga County Department of Aging & Youth Services. Any flier, newsletter, etc., to be paid for under the subcontract funds must be approved in advance, in writing, by the Saratoga County Department of Aging & Youth Services. To secure this approval, we will require a draft copy and a brief narrative explaining its purpose. **A subcontracting agency agrees that any program information on the internet, public program information materials or other printed or published materials on the work of this program which is supported with Title III, CSE and WIN funds must provide recognition to the Saratoga County Department of Aging & Youth Services.**

8 REFERRALS

All subcontracting agencies of the Saratoga County Department of Aging & Youth Services will accept referrals from this office for provision of services to the elderly as defined in the contract. Referrals made to the subcontractors will be followed up the by the Information and Referral System of the Department of Aging & Youth Services in order to assure client satisfaction and continuity of services.

9 COLLECTION OF CONTRIBUTIONS

All subcontracting agencies will strictly adhere to policies and procedures established by the Saratoga County Department of Aging & Youth Services, the New York State Office for the Aging, and as specified in the contract.

10 EVALUATION

A designated staff member from the Saratoga County Department of Aging & Youth Services shall have access to the subcontractor premises and records pertaining to the funded program. Annual visits will be made to each agency for formal evaluation purposes. These visits will be made by a designated staff person from Saratoga County Department of Aging & Youth Services, a representative from the New York State Office for the Aging and/or a member of the agency's Advisory Council may

also be included in these visits. Subcontractors must provide necessary personnel and time for periodic on-site review of programs and audit of budgetary materials. Observations and recommendations resulting from the annual visit by the Saratoga County Department of Aging & Youth Services will be submitted in writing to the subcontractor.

11 TRAINING

Appropriate subcontractor staff is required to attend job related training as determined by the Saratoga County Department of Aging & Youth Services.

12 PROCEDURES FOR CANCELLATION OF CONTRACTS

Either party may cancel the agreement upon written notice to the other party as specified in the contract. A meeting may be held prior to the expiration date of the contract in an attempt to alleviate the problems and formulate a corrective action plan. In the event of cancellation, the subcontractor will make a full and final accounting of all Federal, State and local funds received under Title III, CSE and WIN programs within thirty (30) days after cancellation. Saratoga County Department of Aging & Youth Services will reserve the right to make final disposition of all equipment purchased through Title III, CSE and WIN. Cancellation of contracts will be made with the approval of the Saratoga County Board of Supervisors and upon the recommendation of the Director of the Saratoga County Department of Aging & Youth Services.

13 LIABILITY INSURANCE

Subcontractor **must** provide liability insurance in the amount of one million dollars (\$1,000,000.00) and the certificate of insurance **must** name the **County of Saratoga** (not the Saratoga County Department of Aging & Youth Services) as an additional insured. The certificate must also have a minimum of thirty (30) days written notice of cancellation. Subcontractor must comply with all provisions of the Hold Harmless/ Indemnification clause, (see 16) which is a necessary component of the contract.

14 SUBMISSION OF FORMS

One copy of the application (with original signature), a copy of the subcontractor budget and other appropriate documentation should be submitted either by mail, or in person to:

Sandra M. Cross, Director

Saratoga County Department of Aging & Youth Services
152 West High Street
Ballston Spa NY 12020

15 OTHER FUNDING SOURCES

All of the rules and regulations for operation of subcontracts, as described therein, will also apply to the Expanded In-Home Services for the Elderly Program (EISEP).

16 HOLD HARMLESS PROVISION/ INDEMNIFICATION

Agency= Subcontractor/Contractor

The Agency shall at all times indemnify and save harmless the County of Saratoga from and against any and all claims and demands, whatsoever, arising out of injury or death of any person or damage to any property of any kind, caused by the acts or omissions of the Agency, or its agents, while engaged in the work to be performed pursuant to this contract. This indemnification shall be demonstrated by a Certificate of Insurance issued by a company authorized to do business in the State of New York. Such insurance policy shall include the following provisions:

- Contractual insurance for this hold harmless obligation.
- The designation of the County of Saratoga as an additional insured.
- Combined bodily injury and property damage single limit coverage not less than \$1,000,000.00, and
- Such coverage shall be in effect during the entire period of this contract.
- It is expressly agreed that this contract shall be terminated immediately, without notice, in the event that the insurance required under this provision lapses for any reason whatsoever. In such case, the provisions of paragraph 12 of this agreement shall automatically be effected.
- The insurance coverage provided for in this agreement is not and shall not be construed as a limitation on the obligation of Contractor to indemnify the County.
- The Contractor further agrees to furnish the County with a copy of an insurance certificate, which contains a provision for notification of the County

of at least thirty (30) days prior to cancellation of the policy provided for herein.

- The Contractor agrees that in any policy of insurance, insuring the property of the Contractor, there shall be contained therein a waiver by the insurer of the right to be subrogated to the rights of the Contractor on account of any property loss suffered by the Contractor by reason of the alleged negligence or other unlawful act on the part of the County, its agents, servants and employees.

17 GLOSSARY OF TERMS FOR TARGET POPULATION

Unduplicated Count --- Each individual may only be counted as one (1) regardless of the number of times served.

Low Income --- Effective April 1, 2021, the following poverty income guidelines are to be used in identifying low income elderly. These updated guidelines were published in the Federal Register: February 1, 2021 (86 FR 7732 pages 7732-7734)

<u>Size of Family</u>	<u>Poverty Income Guidelines</u>			
	<u>100%</u>	<u>125%</u>	<u>150%</u>	<u>185%</u>
1	\$12,880	\$16,100	\$19,320	\$23,828
2	\$17,420	\$21,775	\$26,130	\$32,227
3	\$21,960	\$27,450	\$32,940	\$40,626
4	\$26,500	\$33,125	\$39,750	\$49,025

For each additional family member at 100%, add \$4,540

For each additional family member at 125%, add \$5,675

For each additional family member at 150%, add \$6,810

For each additional family member at 185%, add \$8,399

Low Income Minority --- An individual with income as described above and belonging to one of the following groups: American Indian/Alaskan native, Asian, Black (not of Hispanic origin), Native Hawaiian/Pacific Islander and Hispanic or Latino.

Disabled --- Any person who has a physical or mental impairment which substantially limits one or more major life activities, has a record of such impairment, or is regarded as having such impairment.

Frail --- A person with one or more functional deficits in the following areas:

Physical functions

Mental functions

Activities of Daily Living (ADL) [eating, bed/chair transfer, dressing, bathing, toileting and continence]

Instrument Activities of Daily Living (IADL) [meal preparation, housekeeping, shopping, medications, telephone, travel and money management]

Age 75+ --- Self explanatory

Age 85+ --- Self explanatory

Lives Alone --- Self explanatory