AGREEMENT

BETWEEN

THE COUNTY OF WARREN

acting for and on behalf of

WARREN-HAMILTON COUNTIES' OFFICE FOR THE AGING

AND

TOWN OF LAKE PLEASANT

APRIL 1, 2024 TO MARCH 31, 2025

CSE

This AGREEMENT (the "Agreement") is made by and between the COUNTY OF WARREN, a municipal corporation and political subdivision established under the Laws of the State of New York, acting for and on behalf of the WARREN-HAMILTON COUNTIES' OFFICE FOR THE AGING, having its principal offices located at 1340 State Route 9, Lake George, New York 12845, (the "County"), and

The TOWN OF LAKE PLEASANT, a municipal corporation organized and existing under the Laws of the State of New York, having a mailing address of P.O. Box 799, Lake Pleasant, New York 12108, (the "Contractor").

WITNESSETH:

WHEREAS, the County, pursuant to Local Law No. 1 of 1973, enacted by the Warren County Board of Supervisors on November 16, 1973, is hereby authorized to establish, operate and maintain programs and services for the elderly in the County of Warren, and

WHEREAS, the Hamilton County Board of Supervisors, pursuant to Resolution No. 180 of 1974, has authorized the Chairman of the Warren County Board of Supervisors to act on behalf of the County of Hamilton in matters of the bi-county program for the Aging, and

WHEREAS, the Counties of Warren and Hamilton, pursuant to New York State Elder Law §203, as ratified by an inter-municipal agreement dated January 1, 1981, agree to sponsor and participate in a bi-County Office for the Aging to be located in Warren County, New York, and

WHEREAS, the County is authorized to contract with public, private, non-profit and voluntary agencies to provide such needed services for adults sixty (60) years of age and over, and

WHEREAS, the Contractor is capable of assisting the County in fulfilling this responsibility under said Local Law,

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

I. CONTRACTOR'S DUTIES AND RESPONSIBILITIES

1. The Contractor shall perform the services set forth in Attachment "A" of this Agreement.

2. Standard Terms and Conditions for Aging Programs and Services Contracts

   a. Statutes, Regulations and Policies: The Contractor agrees that all its activities under this Agreement 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.

   b. The Contractor 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, frail persons, persons with disabilities, and older adults residing in rural areas according to their need for such services, and to meet specific objectives established by the County for providing services to the above groups within Hamilton County.

c. The Contractor shall inform persons with limited English proficiency ("LEP") of the availability of free language assistance by providing written notice of such assistance in a manner understandable by LEP persons at the Contractor's service locations. The Contractor shall have a telephone or other interpretation service available. The Contractor shall train staff who have public contact how to effectively use the language interpretation service.

d. If the services to be performed pursuant to this contract are funded under the Area Plan, the Contractor agrees that it and any subcontractors will perform such work in accordance with the terms of the Area Plan. The County shall make the Area Plan available to the Contractor. The Contractor agrees that the approved Medicaid recruitment and retention adjustment (add-on) will be expended solely for the purpose of supporting recruitment and retention of non-supervisory personal care service workers.

e. 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:

1. 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;

2. 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

3. meet specific objectives established by the County, 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.

II. DOCUMENTS

The following documents are now in existence and shall be deemed a part of this Agreement and are incorporated by reference as though fully set forth in their entirety: This Agreement; Attachment "A;" proof of insurance as noted in paragraph 9 of section V; and Resolution No. 565 of 2023. These documents are attached to this Agreement. In the event that conflicts are found to exist among the documents, this Agreement shall govern.

III. INDEMNIFICATION

1. The Contractor shall be responsible for all damages, whether for bodily injury, life or property to the extent caused the acts, errors or omissions of the Contractor, its officers, directors, agents, servants or employees or anyone for whom the Contractor is legally bound, in connection with its service under this Agreement.

2. To the fullest extent permitted by law, the Contractor shall indemnify, hold harmless and defend Warren County, its Board, officers, employees and volunteers against any and all losses, claims, actions, demands, damages, liabilities, or expenses, including but not limited to attorney's fees and all other costs of defense, by reason of the liability imposed by law or otherwise upon Warren County, its Board, officers, employees and volunteers for damages because of bodily injuries, including death, at any time resulting therefrom, sustained by any person or persons, including the Contractor's employees, or on account of damages to property including loss of use thereof, arising directly or indirectly from the performance of the Contractor's work or from any of the acts or omissions on the part of the Contractor, its employees, agents, representatives, materialmen, suppliers, and/or subcontractors. If such indemnity is made void or otherwise impaired by any law controlling the construction thereof, such indemnity shall be deemed to conform to the indemnity permitted by law, so as to require indemnification, in whole or in part, to the fullest extent permitted by law. Such indemnity shall not be limited by reason of enumeration of any insurance coverage provided hereafter.

3. The Contractor shall upon the County's demand, promptly and diligently defend at the Contractor's sole risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against the County to provide defense under this paragraph and the Contractor shall pay and satisfy any judgment decree loss or settlement in connection therewith.

4. The Contractor shall, and shall cause the Contractor's officers, employees and agents to cooperate with the County in connection with the investigation, defense or prosecution of any action, suit or proceeding related to the subject matter of this Agreement.

5. The Contractor shall strictly observe and comply with all safety laws, rules, and regulations (including but not limited to the Federal Occupational Safety and Health Act, the New York Labor Law, and all regulations promulgated pursuant to such laws) and to provide such protection as necessary to protect its workers and the workers of other contractors. In the event that additional safety measures are required, the Contractor agrees that it will install or procure such additional safety measures at its sole expense. To the fullest extent permitted by law, the Contractor shall hold harmless, indemnify and defend Warren County, its Board, officers, employees and volunteers against all losses, claims, fines, or expenses, including but not limited to attorney's fees, resulting from the enforcement of these laws and for related acts of its officers, employees, subcontractors, suppliers, and materialmen.

6. Any type of discrimination and harassment is against Warren County policy and is unlawful. Contractor acknowledges and agrees that it has read the entire Warren County Policy Against Discrimination and Harassment (hereinafter the "Policy"), a copy of which can be found at https://www.warrencountyny.gov/sites/default/files/hr/docs/forms/harassment_policy.pdf. The Warren County Policy Against Discrimination and Harassment applies to all personnel in a contractual or other business relationship with the County. This Agreement incorporates the entire Policy as a material term of this Agreement. Contractor shall follow the Policy in its entirety. If a complaint does arise, Contractor is to notify Warren County promptly. To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend Warren County, its Board, officers, employees and volunteers against any and all losses, claims, actions, demands, damages, liabilities, or expenses, including but not limited to attorney's fees and all other costs to defend, resulting from Contractor and/or agent's breach of this Policy.

IV. GOVERNING LAW AND FORUM SELECTION

Any dispute under this Agreement or related to this Agreement shall be decided in accordance with the laws of the state of New York and brought exclusively before the United States District Court for the Northern District of New York or the appropriate state court located within the County of Warren.

V. ENTIRE AGREEMENT

This Agreement contains the entire agreement between the parties with respect to the subject matter hereof, and supercedes all prior agreements and understandings, if any.

1. The County agrees to pay and the Contractor agrees to accept as full compensation for its services to be performed, a sum that shall be reimbursed for fifty percent (50%) of the actual expenses incurred, but not to exceed the sum of One Thousand One Hundred Forty-Four Dollars ($1,144), for the one year period beginning April 1, 2024 and terminating March 31, 2025. Payment shall be made following submission and approval of claims for reimbursement in a form acceptable to the County and the State of New York.

2. This Agreement may be renewed for one (1) year terms provided there is no material change in the contract terms or change in the contract price, upon mutual written agreement of the parties and provided that appropriations for same are included in the current year Office for the Aging budget.

3. This Agreement shall be deemed executory only to the extent of moneys available to the County for the performance of the terms hereof and no liability on account thereof shall be incurred by the County beyond moneys available to or appropriated by the County for the purpose of the Agreement and, if applicable, that this Agreement shall automatically terminate upon the termination of State or Federal funding available for such contract purposes.

4. Either the Contractor or the County may terminate this Agreement upon thirty (30) days written notice to the other party. The Contractor agrees that if this Agreement is terminated, it will make a full and final accounting of all Federal, State and County funds received under this agreement within thirty (30) days after the notification of termination has been issued.

5. The Contractor shall not assign, transfer, convey, sublet, subcontract, or otherwise dispose of this contract or the right, title or interest therein or the power to execute such contract to any other person, company or corporation without the written and signed consent of the County. Any consent shall not waive the County's right to enforce upon any party.

6. The relationship of the Contractor to the County shall be that of independent contractor. The Contractor, in accordance with its status as an independent contractor covenants and agrees that it will conduct itself in accordance with such status, that it will neither hold itself out as nor claim to be an officer or employee of the County by reason thereof and that it 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 County, including but not limited to workers' compensation coverage, unemployment insurance benefits, social security coverage, or retirement membership or credits.

8. The Contractor shall carry General Liability coverage in the amounts of at least One Million Dollars ($1,000,000) per occurrence, Two Million Dollars ($2,000,000) aggregate, Umbrella Liability of at least Two Million Dollars ($2,000,000) and Automobile Liability of at least One Million Dollars ($1,000,000). The Contractor shall name the County, its Board, officers and employees as additional insured on a primary, non-contributory basis to the Contractor's General Liability policy. The Contractor is also required to carry Workers' Compensation and Disability insurance. All coverage must be issued by an insurance company authorized to do business in New York State and maintaining an A.M. Best rating of A- or better. The Contractor shall furnish to the County Certificate(s) of Insurance evidencing coverage and extensions before service from the Contractor begins. The failure of the Contractor to provide such Certificate of Insurance shall not be deemed a waiver by the County of the Contractor's obligation to provide same insurance coverage. The acceptance by the County of any such Certificate of Insurance even if defective shall not be deemed a satisfaction of the requirement that the Contractor provide insurance coverage as noted anywhere in this Agreement.

9. All parties agree that they have read and reviewed the attached Resolution, know and understand its contents. If the resolution incorporates a provision(s) limiting the payment amount of a contract, all parties acknowledge that the County of Warren will not be held liable for payment above that amount.

10. The Contractor is required to maintain complete confidentiality in all actions and documents resulting from the services provided pursuant to this Agreement and in compliance with Federal, State and local laws.

11. This is the entire Agreement of the parties and cannot be changed or modified except
by mutual written agreement. If any part of this Agreement shall be held unenforceable, the rest of this Agreement will nevertheless remain in full force and effect.

12. This Agreement may be executed and delivered in any number of counterparts, each of which so executed and delivered shall be deemed to be an original and all of which shall constitute one and the same instrument. Documents executed, scanned and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this Agreement and all matters related thereto, with such facsimile, scanned and electronic signatures having the same legal effect as original signatures.

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

Approved as to Form:

By: _____
Assistant County Attorney

Date: March 13, 2024

COUNTY OF WARREN, acting for and on behalf of the WARREN-HAMILTON COUNTIES' OFFICE FOR THE AGING

By: _____
KEVIN B. GERAGHTY, CHAIRMAN
Board of Supervisors

Date: 3/13/24

TOWN OF LAKE PLEASANT

By: Betsy Bain
Betsy Bain, Supervisor

Date: 3-18-2024

2024-2025

ATTACHMENT "A" TRANSPORTATION

TOWN OF LAKE PLEASANT CONTRACT

THE CONTRACTOR shall perform the following duties:

1) Provide transportation to residents of Warren and Hamilton Counties who are sixty (60) or older, with priority to residents of the Town of Lake Pleasant. Transportation is defined by NYSOFA as:
   - Transportation from one location to another. (One unit is given for each one-way trip per person.)

2) The Contractor agrees to prepare and submit a quarterly progress report, in writing, to the County, covering the achievement of the program goals and objectives and all personnel, administrative and other transactions which will serve to describe how the program has operated and succeeded in providing the services described in this agreement during the program year. This report will be provided within ten (10) days following the end of the quarter (January-March, April –June, July-September, October-December).

3) The Contractor agrees to prepare and submit invoices at least quarterly to the County, within thirty (30) days of the end of the quarter, to ensure timely reimbursement from NYSOFA.
   a) January-March services will be submitted by March 31st;
   b) April-June services will be submitted by July 1st;
   c) July-September services will be submitted by October 1st;
   d) October-December services will be submitted by December 31st

4) Monitor and assess all of its subcontractors. Such monitoring shall assure that subcontractors comply with the nondiscrimination requirements as set forth in Title VI and VII of the Civil Rights Act and Section 504 of the Rehabilitation Act in their hiring practices and in provision of services to client populations.

5) Post in a prominent place notices which indicated their compliance with Title VI and Section 504. (A copy of this notice has been attached to this agreement.)

6) In addition to the other activities set forth in this agreement, the provider of services under this agreement will:
   a) Specify how the provider intends to satisfy the service needs of low-income minority individuals in the area served by such provider.
   b) Attempt to provide services to low-income minority individuals in a least the same proportion as the population of low-income minority older individuals bears to the population of older individuals of the area served by such provider.

7) All printed material developed and/or provided by Contractor shall include recognition of funding by the Administration on Aging and the New York State Office for the Aging.

8) Contractor provides assurance regarding clients confidentiality.

9) The Contractor shall have in place a grievance procedure to allow dialogue between a client and the Contractor when services provided are less than the client perceives as minimum service provided.

10) The Contractor shall provide proper licensing requirements for all services provided when required.

11) The Contractor shall provide for ad remain in compliance with any affirmative action/EEO staffing requirements.

12) The Contractor shall maintain and take all appropriate action to maintain program records (any and all books, records, documents, accounts and other evidence relating to and pertinent to Contractor's performance under this Agreement) as required by law and for at least six (6) years from close of program year. The County or its designated representatives shall be allowed, upon reasonable notice, to audit said records, documents, etc.

13) The Contractor shall insure that funds will not be used for political activities or for activities that may influence legislation or the election or defeat of any candidate for public office. The Contractor shall conduct its operations in such a manner as to assure that any funds received pursuant to this agreement are used for only the specified services.