PROGRAM SPECIFIC TERMS and CONDITIONS

The provisions of Sections I through IV of this Attachment A-1 apply to all New York State Office for the Aging (NYSOFA) grant contracts unless expressly superseded by the provisions of Attachment A-2 (Federally Funded Grants). Program specific clauses, if any, are contained in Section V of this Attachment A-1.

I. General Provisions

A. Laws, Rules, Regulations: The Contractor shall comply with any provisions of the Older Americans Act of 1965, as amended, determined applicable by the State, and all rules and regulations pertaining thereto promulgated by the Administration on Aging, United States Department of Health and Human Services, which are in effect or become effective during the term of this Agreement. The Contractor shall comply with all applicable New York State Laws, including the State Finance Law and Article II, Title I of the Elder Law, and with all applicable rules and regulations of the State and the Office of the State Comptroller which are in effect or become effective during the term of this Agreement.


C. Federal Non-Discrimination Statutes: The Contractor agrees to comply with all federal and State laws and regulations affecting this agreement, including the Age Discrimination in Employment Act of 1975, as amended (29 U.S.C. 621, et seq.), Section 504 of the Rehabilitation Act, as amended, Americans with Disabilities Act of 1990 (42 U.S.C. 12101, et seq.), Civil Rights Act of 1964, Title VI, as amended, the Equal Employment Opportunity Act of 1972 (42 U.S.C. 2000e, et seq.) and Equal Pay Act of 1963, as amended (29 U.S.C. 206), and all rules and regulations pertaining thereto promulgated by the United States Department of Health and Human Services which are in effect or become effective during the term of this Agreement, and the New York State Human Rights Law. The Contractor agrees to comply with the Americans with Disabilities Act of 1990 which protects qualified individuals with disabilities from discrimination in employment and provides access to public services. Reasonable accommodations must be made for any person with a disability desiring to participate in services funded under this Agreement; no fees can be charged to the participant for such accommodations.

D. State Monitoring: The Contractor shall comply with the program management and assessment requirements of the State, including but not limited to announced and unannounced on-site visits by State staff, disclosure of all program files and related
fiscal records and development of a corrective action plan if required by the State in a program assessment report.

E. Program Changes: The Program Work Plan (Attachment C) shall not be modified without approval from the State. If modification to the Program Work Plan is necessary, the Contractor must submit a written request to the State and await State approval before implementing such changes.

F. Notice:
1. Notices to the State shall be addressed to the New York State Office for the Aging at the address identified on the face page of this Master Contract and shall include the Project Name and Contract Number.

2. Notices to the Contractor shall be addressed to the Contractor's designee as designated in Attachment C, the Work Plan.

G. Subcontracts: The Contractor may enter into subcontracts for the provision of the services described in the Program Work Plan. All such subcontracts shall be written according to State and local standards and a copy of each executed subcontract shall be forwarded to the State prior to payment by the State for expenditures incurred under such subcontract. All applicable grant provisions contained in this contract and agreed to by the contractor must be extended to each subcontractor and included in the contract with the subcontractor. It shall be the responsibility of the Contractor to monitor and assess the activities performed under such subcontracts, and to ensure that these activities are provided in accordance with all applicable requirements contained in this Agreement.

H. Funding Source Recognition: The Contractor agrees that any public information materials or other printed or published materials will give due recognition to the fact that the program is supported with State Funds and such recognition will be in a form prescribed by the State. Where the Contractor acknowledges the funding source for and/or assistance in acquiring equipment, the acknowledgment must give due recognition to the fact that the acquisition was made possible by a grant of State funds and such recognition will be in a form prescribed by the State.

I. Aging Network Cooperation: The Contractor shall work cooperatively with and consult with the Area Agencies on Aging in the region to be served by this Agreement.

J. Community Cooperation: The Contractor shall work cooperatively with public and private agencies, institutions, organizations, and associations within New York State and, where appropriate, with national organizations in the development of activities under this Agreement.

K. Contract Personnel: The Contractor shall assume responsibility for recruitment, retention, and/or dismissal of all personnel to be employed in the conduct of this
Agreement. The Contractor shall ensure that the personnel hired are qualified to carry out the activities outlined in this Agreement.

L. **Supplement of Existing Funding**: The Contractor agrees that these funds shall be used to supplement, and not supplant, any existing public or private funding.

M. **Indemnification Claims or Lawsuits**: The Contractor, solely at its expense, shall defend any claim or suit which may be brought against the State for the infringement of United States patents, copyrights, or trademarks arising from the Contractor's or the State's use of any equipment, materials or information prepared, developed, or furnished by the Contractor in connection with the performance of this contract, and in any such suit shall satisfy any final judgment for such infringement. The State will give the Contractor written notice of such claim or suit and full right and opportunity to conduct the defense thereof, together with full information and all reasonable cooperation. If principles of governmental or public law are involved, the State may participate in the defense of any action identified but no costs or expenses shall be incurred upon the account of the Contractor without the Contractor's written consent. If, in the Contractor's opinion, the equipment, materials, or information mentioned above is likely to or does become the subject of a claim of infringement of a United States patent, trademark, or copyright, then, without diminishing the Contractor's obligation to satisfy any final award, the Contractor may substitute other suitable equipment, materials and information, or at the Contractor's option and expense, obtain the right for the Contractor and the State to continue the use of such equipment, materials and information. If the Contractor wishes to use copyrighted, patented, or trademarked material it shall be responsible to obtain such rights to reproduction and use of the materials so that the State can use it in any way it deems necessary, including all rights to copy and reproduce such materials it sees fit. This will not be at any additional expense to the State beyond the amount of the contract.

II. **Term, Termination and Suspension**

A. **Final Accounting**: The Contractor shall make a full and final accounting of all funds received under this Agreement within sixty (60) days of receipt or issuance of a notice of termination.

III. **Payment and Reporting**

No additional provisions

IV. **Additional Contractor Obligations, Representations and Warranties**

A. **Property**

1. The Contractor agrees that all rights and title to any materials (manuals, tests, guides, audio or visual materials or devices) developed with funds under this Agreement shall become the property of the State. Reproduction, distribution,
sale, release or other use of such material by the Contractor must be specifically requested in writing by the Contractor and must receive prior approval by the State.

2. Equipment (those items having an acquisition cost of $1,000 or more per unit and a useful life of at least one year) purchased under this Agreement shall be the property of the Contractor and shall be used by the Contractor in the program for which it was acquired as long as needed, whether or not the Contractor continues to receive State funds. The State reserves the right to require the transfer of the equipment purchased under this Agreement if it is no longer needed in the program for which it was acquired.

3. The Contractor understands and agrees that all equipment purchased by the Contractor and its subcontractors under this Agreement will only be used to benefit older New Yorkers. Further, the Contractor agrees that all such equipment will be used for non-sectarian purposes.

B. Safeguards for Services

1. The Contractor shall utilize these State funds to provide services to any older New Yorker that may wish to avail themselves of the service, subject to the availability of funding. This does not preclude a contractor from establishing uniformly applied, non-discriminatory service eligibility criteria or prioritizing the provision of services based on a standardized determination of older New Yorkers’ needs, subject to the State’s approval.

2. The Contractor shall:
   a. assure equal access for participation, services, activities and informational sessions without regard to race, color, religion, disability, sex, national origin, partisan affiliation or sexual orientation even if the contractor’s organization operates primarily to serve a particular ethnic, religious or other specific population or special interest group;
   b. prevent the use of official authority, influence or coercion to interfere with or affect elections or nominations for public office;
   c. assure there is no coercion nor advice to other persons to contribute anything of value to a party, committee, organization, agency, or person for political purposes, nor engage in any other partisan activities;
   d. assume that services provided are secular in nature and in no event are state funds to be used for religious/sectarian purposes or activities or to benefit a religious institution.

C. Program Income: The Contractor shall use all program income (including voluntary participant contributions, cost sharing and fees collected) for services funded under this Agreement to expand services under this Agreement and incorporate them into the budget accordingly.
D. **Confidentiality:** The Contractor agrees to maintain the confidentiality of all personal information pertaining to older New Yorkers served under this Agreement, including contributions; disclosure of such information may be made only when necessary to the provision of services, unless the older New Yorker or his/her authorized representative gives his/her informed consent to disclose such information, disclosure is required by court order, or such information is provided in summary, statistical, or other form, which does not identify particular individuals. However, nothing herein is intended to require any provider of legal assistance to reveal any information that is protected by the attorney-client privilege.

E. **Participation Opportunities for New York State Certified Service-Disabled Veteran-Owned Businesses:** Article 17-B of the New York State Executive Law provides for more meaningful participation in public procurement by certified Service-Disabled Veteran-Owned Businesses (“SDVOBs”), thereby further integrating such businesses into New York State’s economy. NYSOFA recognizes the need to promote the employment of service-disabled veterans and to ensure that certified service-disabled veteran-owned businesses have opportunities for maximum feasible participation in the performance of NYSOFA contracts.

In recognition of the service and sacrifices made by service-disabled veterans and in recognition of their economic activity in doing business in New York State, Bidders/Contractors are strongly encouraged and expected to consider SDVOBs in the fulfillment of the requirements of the Contract. Such participation may be as subcontractors or suppliers, as protégés, or in other partnering or supporting roles.

For purposes of this procurement, NYSOFA conducted a comprehensive search and determined that the Contract does not offer sufficient opportunities to set specific goals for participation by SDVOBs as subcontractors, service providers, and suppliers to Contractor. Nevertheless, Bidder/Contractor is encouraged to make good faith efforts to promote and assist in the participation of SDVOBs on the Contract for the provision of services and materials. The directory of New York State Certified SDVOBs can be viewed at: [https://ogs.ny.gov/veterans/](https://ogs.ny.gov/veterans/)

Bidder/Contractor is encouraged to contact the Office of General Services’ Division of Service-Disabled Veteran’s Business Development at 518-474-2015 or [VeteransDevelopment@ogs.ny.gov](mailto:VeteransDevelopment@ogs.ny.gov) to discuss methods of maximizing participation by SDVOBs on the Contract.

V. **Program Specific Clauses**

A. **Eligibility:** The Contractor assures that it is a not-for-profit agency specializing in housing, health or other human services which will serve an eligible community within which a classic NORC or neighborhood NORC is located.
An eligible community for a classic NORC is an apartment building or housing complex which:

1. Was not predominantly built for older adults;
2. Does not restrict admissions solely to older adults;
3. At least forty percent of the units have an occupant who is an older adult; AND in which at least two hundred fifty of the residents of an apartment building are older adults or five hundred residents of a housing complex are older adults; and
4. A majority of the older adults to be served are low or moderate income, as defined by the United States Department of Housing and Urban Development.

An eligible community for a neighborhood NORC is a residential dwelling or group of contiguous neighborhoods which:

1. Was not predominantly developed for older adults;
2. Does not predominantly restrict admission to older adults;
3. In a non-rural area*, has at least thirty percent of the residents who are older adults or the units have an occupant who is an older adult; in a rural area**, has at least twenty percent of the residents who are older adults or the units have an occupant who is an older adult; and
4. Is made up of low-rise buildings six stories or less and/or single and/or multi-family homes, provided, however, that apartment buildings and housing complexes may be included in rural areas.

*Non-rural area is defined as any county, city, or town that has a population or population density greater than that which defines a rural area
**Rural area is defined as counties within the state having a population of less than two hundred thousand persons including the municipalities, individuals, institutions, communities, programs, and such other entities or resources as are found therein; or, in counties with a population density of less than one hundred and fifty persons per square mile including the villages, individuals, institutions, communities, programs, and such other entities or resources as are found therein.

B. Service Provision: The Contractor agrees that it will conduct a classic NORC or neighborhood NORC program that facilitates and integrates the health and social services already available in the community, as well as organize those necessary to help meet the goal of enabling older adults to remain at home. Both classic and neighborhood NORCs are comprised of priority and optional services.

- Priority services include case management, information and assistance, healthcare management, and healthcare assistance. Priority services must be provided with NYSOFA funding according to the following funding levels:
**Optional services include a wide range of other services that match the varied needs and interests of all older adults in the community.**

**The services included may be the same as services provided by the local municipality or other community-based organization provided that those services are not available to or do not entirely meet the needs of the residents of the NORC.**

**Any and all services are not required to be solely provided by the Contractor, but the Contractor agrees to actively manage and coordinate the provision of all services.**

**All services will be provided exclusively for the benefit of older residents of the NORC, except for:**

- One-time health and wellness activities provided to individuals who live outside of, but contiguous to the boundaries of the NORC. These services must be intended to support or improve residents’ health and welfare and provided as a single event or session.
- Where the program has received a grant which requires services to be provided beyond the geographic boundaries of the NORC and the director has approved the provision of such services by such program.

C. **Staffing:** The Contractor agrees to support the program with adequate levels of staff that possess appropriate qualifications and experience. Each NORC program is required to designate a NORC Director who will oversee NORC program operations and act as the liaison between NYSOFA and the NORC program. The NORC must also have an experienced healthcare professional on site with experience that corresponds to the type of healthcare programming offered. Programs receiving $100,000 or more in state funds annually (based on 2015-16 funding received) are required to have at a minimum one full time equivalent (FTE) case manager and one-half FTE providing healthcare management and healthcare assistance.

D. **Matching Requirements:** The Contractor agrees and understands that state funds provided pursuant to this Agreement must be matched by twenty-five percent of the total award amount in cash, in-kind services, or some combination thereof from other sources, provided that such in-kind support be utilized only upon approval and only to the extent matching funds are not available. The match requirement applies to all years of the grant. At least fifty percent of the required match amount must be contributed by the housing development governing body or other owners or...
managers and residents of the apartment buildings and housing complexes, or geographically defined area, in which the project is located. Programs may request that NYSOFA waive the part of the matching funds required by the housing development governing body or other owners or managers and residents of the apartment buildings and housing complexes, or geographically defined area in which the project is located; however, the total matching funds requirement must still be met from other allowable sources.

E. Administrative Costs: The Contractor agrees that no more than fifteen percent of state funds shall be expended for administrative purposes of the program.

F. Collaboration:

1) The Contractor agrees to work collaboratively with community partners, including key partners such as housing management, NORC residents, social service provider(s), health provider(s) as well as other community organizations, businesses, and government agencies. The Contractor will ensure that key partners work as a team to determine the mission and goals of the NORC and share in the responsibility for achieving these goals. As part of this effort, the Contractor will convene a NORC advisory council consisting of key partners, as well as other partners and stakeholders that will meet at least quarterly.

2) The Contractor agrees to carry on effective communication and dialogue with the AAA and community leaders for the county in which the NORC is located, regarding the NORC program and its partners, with the goal of better addressing the needs of the NORC residents and will work with NYSOFA to try to develop appropriate solutions to commentary and suggestions from the AAA and community leaders about the NORC program.

3) The NORC residents will be key partners of the NORC and the Contractor will make every effort to engage residents in active leadership roles and decision making capacities for all aspects of the program: planning, development, implementation, monitoring, and governance. Resident involvement will be encouraged at all levels, including active participation in the resident advisory council and/or program committees is applicable, and meaningful volunteer opportunities.

G. Language Access: The Contractor shall inform persons with limited English proficiency of the availability of language assistance, free of charge, by posting written notice in the most frequently encountered languages at service locations. At a minimum, the Contractor shall have a telephonic interpretation service contract or similar community arrangement with a language interpretation provider of their choice that assures timely access for the limited English proficient individual. The Contractor shall train staff that have contact with the public in the timely and appropriate use of these and other available language services.
H. **Monitoring:** The Contractor agrees that NYSOFA will conduct monitoring of the NORC program and will provide the summarized results to the chief officer of the Contractor. Such monitoring will be conducted on an annual basis, or as deemed appropriate by NYSOFA, with notice to the Contractor. NYSOFA agrees to notify the Contractor’s chief officer at least 30 days prior to any on-site monitoring in order to provide an opportunity for the Contractor to meet with NORC program director to provide input or recommendations it may have about NORC activities at the close of the monitoring process. NYSOFA reserves the right to conduct additional monitoring visits as needed and will provide the Contractor as much notice as possible prior to any visit.

I. **Data Entry:** The Contractor agrees that a designated NORC staff person will enter all program activity and units of service in a timely manner in accordance with program direction and any applicable policies and procedures. Vouchers submitted by the Contractor will not be reimbursed if the NORC program is more than 45 days behind in data entry, as determined by NYSOFA staff.

J. **Budget Modifications:** Cost overruns of a minimum of 10% or $1,000, whichever is greater, for an individual budget category will require a budget modification. If the cost overrun is in excess of 10% of the five-year amount of the contract or is to include funding for a budget category not previously funded, a contract modification will be required. If funding is needed for unauthorized or unbudgeted items, the Contractor, with appropriate documentation, shall make a written request to NYSOFA and must receive written approval before incurring such expenses.

K. **Vouchering:**

1) The Contractor agrees to submit required NYSOFA claims for reimbursement of NORC program activities under this Agreement on a quarterly basis.

2) The Contractor agrees that NYSOFA can only reimburse vouched claims for payment under this Agreement that are for approvable NORC expenses incurred through December 31 of each year of this contract. Any changes in the projected amounts of State funding available for the annual period of January 1 to December 31, as finally appropriated by the State Legislature, are to be reflected in an addendum to this Contract.