

Attachment A-1
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IV of this Attachment A-1 apply to all New York State Office for the Aging (NYSOFA) grant contracts unless expressly superseded by the provisions of Attachment A-2 (Federally Funded Grants).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.
- B. Age Discrimination:** The Contractor shall comply with the Age Discrimination in Employment Act of 1967 (Pub. L. 90-202) (ADEA), as amended (29 U.S.C. § 621 *et seq.*), the Equal Pay Act of 1963 (Pub. L. 88-38) (EPA), as amended (29 U.S.C. § 206(d)) and the NYS Human Rights Law, Article 15 of the New York State Executive Law.
- 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

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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

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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,

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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.

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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.

V. Program Specific Clauses

A. Nutrition Services: If nutrition services are provided under this Agreement, the Contractor shall have all sites and food preparation facilities (subcontracted and directly operated) inspected annually by the local Health Department. The Contractor shall also obtain written confirmation or permits certifying that sites and food preparation facilities comply with any applicable fire or building codes. Food service practices must comply with all applicable Federal, State (including Part 14, Chapter 1 of the State Sanitary Code) and local health and sanitation regulations.

B. Legal Opinions: Opinions prepared by consultant law firms construing the statutes or Constitution of the State of New York do not constitute the view of the State unless prior written approval of the Attorney General is obtained. Requests for said approval should be submitted to the Solicitor General, Office of the Attorney General, Division of Appeals and Opinions, State Capitol, Albany, New York.

C. Payment and Reporting

1. In the absence of new legislative authorization allowing the use of these State funds for the purpose described in this Agreement, the State may only be authorized to reimburse vouchered claims for payment of approved expenses incurred up to and including March 31 of the applicable State Fiscal Year, or the ending date(s) of all subsequent amendments to this Agreement.

2. In the event that new legislative authorization (reappropriation) permits the use of these State funds subsequent State fiscal year(s), the State is authorized to reimburse vouchered claims for payment for approved expenses incurred by the earlier of the end of the grant period or the ending date of the fiscal year for which such authorization is received.

3. The Contractor understands and agrees that all payments to be made hereunder are subject to the availability of State funds and, the State shall have no liability to the Contractor beyond the amounts made available under the current State Budget. The State will not be liable for payments pursuant to any contract, grant, or agreement made pursuant to an appropriation in any account of the

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Community Projects Fund if insufficient monies are available for transfer to such account of this fund after required transfers pursuant to Article VI, §99-d* (6a) of the State Finance Law.

D. Property

1. If funds are used for construction/renovation projects, the facility will be used for the purpose of providing services to senior citizens for a period of not less than ten (10) years after the date of the completion of construction/renovation of the facility. If the facility is not used for this purpose for at least ten years, the State is authorized to recoup all or part of the funding provided under this Agreement. Furthermore, the facility constructed/renovated must always be substantially used in furtherance of non-sectarian or non-religious activities.

E. Safeguards for Services and Confidentiality

1. The Contractor shall:

- a) serve senior citizens aged sixty or older;
- b) when providing nutrition services, serve the spouses of seniors, regardless of age;
- c) when providing nutrition services, serve handicapped or disabled individuals who have not attained sixty years of age but who reside in housing facilities occupied primarily by senior citizens at which congregate nutrition services are provided;
- d) when providing home-delivered meals:
 1. serve senior citizens who suffer from impaired mobility by reason of illness, incapacitating disability, or are otherwise isolated and lack informal support;
 2. serve the spouse of the senior citizen, regardless of age or condition, if, according to program eligibility criteria, receipt of the home-delivered meal is in the best interest of the senior citizen.

2. The Contractor agrees that the senior citizens served under this Agreement:

- a) will be provided an opportunity to voluntarily contribute in a confidential manner toward the cost for those services received under this Agreement for which there is normally a charge in the community;
- b) will not be denied a service because they are unable or unwilling to voluntarily contribute;
- c) will not be required to pay fees of any kind to receive these services, unless the contractor has submitted a written request to the State and received approval for a waiver from the prohibition on charging fees;
- d) will not be denied a service because they are unable to pay fees in the event that the State approves a waiver from the prohibition on charging fees.

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