

**NY CONNECTS NO WRONG DOOR SYSTEM BUSINESS CASE DEVELOPMENT
STANDARD ASSURANCES**

Program Period: September 01, 2018 to August 31, 2020

The Area Agency on Aging (AAA), as grantee, understands that this Grant Agreement represents the completed grant application of the AAA, as approved by the New York State Office for the Aging (NYSOFA), and the AAA agrees to comply with New York State and Federal laws and regulations that are applicable to this Grant Agreement and to comply with the following requirements that govern the AAA's use of grant funds for the activities funded under this grant.

1. The AAA agrees that the Work Plan and Budget, included in this Grant Agreement as approved by NYSOFA, are part of this Grant Agreement and shall not be modified without the written consent of NYSOFA.
2. The AAA shall furnish NYSOFA required supportive documentation for any such changes by utilizing the forms and procedures included in 05-PI-09 Modification Procedures for Grant Applications, dated June 15, 2005, and in accordance with any updates thereafter.
3. The AAA agrees to fulfill the reporting requirements of NYSOFA under this Grant Agreement. This includes maintaining accurate, complete and timely data on individuals served in the Statewide Client Data System; and, submitting required qualitative reports and documentation within NYSOFA prescribed time frames.
4. The AAA agrees that the Grant Agreement may not be assigned by the AAA or its right, title, or interest therein assigned, transferred, conveyed, or disposed of without the prior consent, in writing, of NYSOFA.
5. The AAA shall submit reimbursement claims quarterly in accordance with procedures established by NYSOFA and are due to NYSOFA no later than thirty (30) days after the close of the quarter.
6. The AAA will submit to NYSOFA the final voucher for expenses incurred in the conduct of this Grant Agreement as soon as possible and no later than sixty (60) days after the ending date of the grant period.

Payment for invoices submitted by the AAA shall only be rendered electronically unless payment by paper check is expressly authorized by the Director of NYSOFA, in the Director's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with the New York State Office of the State Comptroller's (OSC's) procedures and practices to authorize electronic payments.

The AAA acknowledges that any funds due NYSOFA or DOH because of deferred or disallowed expenditures shall be the AAA's responsibility. NYSOFA is entitled to

withhold or recoup any deferred or disallowed expenses from the AAA that submitted such claim.

7. The AAA agrees that state vouchers submitted for reimbursement of allowable expenses incurred in the conduct of this Grant Agreement will not include any expenses which have been, or will be, reimbursed from other sources (e.g., other state or federal funds).

8. The AAA agrees to use the funds obtained under this Grant Agreement only for items of allowable expense that are applicable to the activities set out in its applicable Work Plan(s) and Budget(s). Allowable items of expense shall be reasonable, allocable, and necessary to carry out the activities described in the specific Grant Agreement.

9. The AAA agrees to comply with NYS branding, design, logo, and tagline requirements relative to NY Connects marketing to maintain consistency throughout the state. The AAA agrees that any products and public information materials about or related to NY Connects will give due recognition to the fact that it is supported with New York State (NYS) and/or federal funds and such recognition will be in the form which is submitted and approved by NYSOFA.

10. The AAA agrees to operate the NY Connects NWD System in accordance with the NY Connects State Program Standards including any revisions as may be made during the period covered by this Grant Agreement.

11. The AAA agrees that the NY Connects I&A Specialist(s) will conduct individualized, person-centered screening utilizing the NY Connects NWD Screening Process to guide the delivery of long term services and supports options and possible services and supports to meet identified needs. Screening will consist of a preliminary evaluation of the individual's general social, medical, and financial status and the availability of informal (e.g., caregiver) and formal (i.e., existing services) supports.

12. The AAA agrees to work with health care systems, including but not limited to hospitals, health homes, medical homes, and other health care providers as well as other service systems, as appropriate, through public education activities, collaboration, and referrals in efforts to support consumers' ability to remain successfully in the most appropriate and least restrictive environment.

13. The AAA agrees to maintain a data collection and time studies process in accordance with State and Federal requirements.

14. The AAA agrees to maintain an effective NY Connects infrastructure related to purpose and function in all core functions.

15. If the AAA fails to comply with the terms and conditions of this Grant Agreement and/or with any laws, rules, regulations, policies or procedures affecting this Grant

Agreement, NYSOFA may terminate the Grant Agreement immediately, upon written notice of termination to the AAA.

16. The AAA agrees to comply with all applicable federal requirements regarding access including, but not limited to, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act, and Federal Executive Order 13166 (“Improving Access to Services for Persons with Limited English Proficiency”), as well as applicable state and local laws, regulations, and issuances.

17. The AAA agrees that, in accordance with NY Connects State Program Standard 10, the local lead administrator for NY Connects will take responsibility for ensuring that NY Connects and its contractors will provide barrier-free access to its services that accommodates people with special needs and access for individuals who communicate in languages other than English. NY Connects will ensure accessibility compliance in the following ways:

- Physical accessibility, as per federal, state, and local laws, regulations, and issuances;
- Language accessibility for consumers with limited English proficiency (at a minimum, must establish a telephonic interpretation service contract with language interpretation services provider);
- Communication accessibility for individuals with disabilities through auxiliary aids and services (711/NY Relay, TTY/TTD, large print materials, audio recordings, Braille, etc.).

18. The AAA understands that this Agreement is federally funded through an award issued by the Administration on Community Living (ACL) and that the grant award includes federal terms and conditions. This award is subject to the grantee and collaborative requirements and responsibilities set forth in the Cooperative Agreement outlined in the agency funding opportunity HHS-2018-ACL-CIP-NWBC-0285. Those responsibilities are hereby incorporated by reference as special terms and conditions of this award. The AAA further understands that it is a sub-recipient of the federal funds and agrees to comply with all applicable federal laws, regulations, and issuances and to comply with the applicable ACL Standard Terms of the award, which are found in Attachment A and are attached to and made a part of this Agreement. Such terms and conditions are applicable to the AAA’s contractors.