

MIPPA - STANDARD ASSURANCES
Program Year: September 1, 2023 – August 31, 2024

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 Program Instruction 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.
3. The AAA agrees to fulfill the monthly reporting requirements as specified by NYSOFA for all MIPPA client contacts, assistance with LIS/MSP applications, and targeted outreach events via the National SHIP (State Health Insurance Assistance Program) reporting system.
4. The AAA agrees to fulfill semi-annual narrative reporting requirements as specified by NYSOFA.
5. 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.
6. The AAA agrees to submit Form AC3253-S CLAIM FOR PAYMENT for reimbursement of expenses incurred in the conduct of this Grant Agreement on a monthly basis and no later than at the end of each quarter.
7. 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.
8. The AAA agrees that state vouchers submitted for reimbursement of 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).
9. The AAA agrees to use the funds obtained under this Grant Agreement only for items of expense that are applicable to the activities set out in its Program Instruction and Budget. Allowable items of expense shall be reasonable, allocable and necessary to carry out the activities described in the Grant Agreement.
10. The AAA agrees that funds may not be used:
 - To cover any direct service costs (with the exception of costs that support the goals/objectives/key tasks of this grant – i.e., outreach to Medicare beneficiaries eligible to

apply for the Medicare Part D LIS/MSP; provision of Part D counseling to benefit Medicare beneficiaries in rural areas; and promotion of available Medicare preventive and wellness services).

- To cover regular planned activities that are required under the HIICAP and NY Connects programs.
- To match any other federal funds.
- To provide services, equipment, or supports that are the legal responsibility of another party under federal, state, and/or civil rights laws (e.g., vocational rehabilitation or education services). Such legal responsibilities include, but are not limited to, modifications of a workplace or other reasonable accommodations that are a specific obligation of the employer or other party.
- To provide infrastructure for which federal matching funds are claimed.
- To supplant existing state, local, or private funding of infrastructure or services (e.g., staff salaries).
- To purchase data processing software or hardware in excess of the software and personal computers required for staff devoted to the grant.
- To purchase promotional items and memorabilia, including gifts and souvenirs.
- To provide food, snacks, or refreshments at outreach events or any other public events.

11. If the Grantee 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 Grantee.
12. The Grantee 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. The ACL Standard Terms and Reporting Requirements, as included in each of three federal MIPPA grant awards, are included in their entirety in Attachment E to this Grant Agreement. The Grantee understands that it is a subrecipient of the federal funds and agrees to comply with these federal terms and requirements as applicable, and with all applicable federal laws, regulations, and issuances. Such terms and conditions are applicable to the Grantee's contractors.