Attachment 9
RFA # 20599 - Money Follows the Person Transition Center

ATTACHMENT A-1
AGENCY SPECIFIC TERMS AND CONDITIONS

Agency Specific Terms and Conditions

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "Contract" or "Agreement") agree to be bound by the following clauses which are hereby made a part of the Contract (the word "Contractor" herein refers to any party other than the State, whether a Contractor, licenser, licensee, lessor, lessee or any other party identified on the State of New York Contract Face Page):

A. Earned Revenues: The CONTRACTOR certifies that all revenue earned during the budget period as a result of services and related activities performed pursuant to this Contract shall be used either to expand those program services funded by this Agreement or to offset expenditures submitted to the STATE for reimbursement.

B. Administrative Rules and Audits:

1. If this Contract is funded in whole or in part from federal funds, the CONTRACTOR shall comply with the federal grant requirements, regarding administration and allowable costs:

   a) For local and Indian tribal governments, for-profit entities, non-profit organizations; and educational institutions, use the administrative requirements and cost principles (Subparts A, B, C, and E) in Office of Management and Budget (OMB), Title 2 Code of Federal Regulations (CFR), Chapter I, Chapter II, Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards.

   b) Exceptions: Pursuant to 2 CFR Part 200 Appendix IX, for a hospital, use the cost principles in Department of Health and Human Services, 45 CFR Part 74, Appendix E, "Principles for Determining Costs Applicable to Research and Development under Grants and Contracts with Hospitals". For hospital administrative requirements, use OMB, 2 CFR, Chapter I, Chapter II, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

   For fixed amount awards, cost principles (Subpart E) do not apply.

2. If this Contract is funded entirely from STATE funds, and if there are no specific administration and allowable costs requirements applicable, CONTRACTOR shall adhere to the applicable principles in paragraph “B. 1” above.

3. The CONTRACTOR shall comply with the following grant requirements regarding procurements.

    a. If the Contract is funded in whole or in part with federal funds/awards, the Contractor shall abide by the procurement standards set forth in Subpart D, of OMB, 2 CFR, Chapter I, Chapter II, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, including Appendix II to Part 200 as well as any defined terms set forth in Subpart A, OMB, 2 CFR, Chapter I, Chapter II, Part 200 of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

    b. If the Contract is funded entirely from State funds, and the CONTRACTOR is a New York State entity (i.e., a State agency or political subdivision of the State) the CONTRACTOR will follow the same policies and procedures it uses for procurements from its general funds.

    c. If the Contract is funded entirely from State funds, and the CONTRACTOR is not a New York State entity, the Contractor shall have and comply with the following:

        i. A sufficient and documented procurement process that maintains records to detail the history of procurements associated with any awarded grant project. These records shall include, but are not limited to, rationale for the method of procurement (e.g., micro-purchase, small purchases, sealed bids, request for proposals, noncompetitive/sole source), the selection of a Contract type, Contractor selection and/or rejection, and the basis of a Contract price;

        ii. A documented procurement process that conforms with any applicable federal, state and local laws and regulations. As part of the required procurement procedures, CONTRACTOR must maintain written standards of conduct covering conflict of interest and governing the actions of its employees engaged in the selection, award, and administration of Contracts. The standards of conduct must provide for disciplinary actions to be applied for violations by officers, employees or agents of the CONTRACTOR. Such standards shall provide, at a minimum, that no employee, officer, or agent of the CONTRACTOR will participate in the selection, award, or administration of a Contract supported by grant funds if a conflict of interest, real or actual, is involved. The standards of conduct shall also cover organizational conflicts of interest. Organizational conflicts of interest arise where an entity is or appears to be unable to conduct an impartial procurement action due to relationships with a parent company, affiliate, or subsidiary organization;

        iii. A written protest procedure allowing any Contractor, subcontractor or aggrieved party to protest actions before or after the award of a Contract utilizing State

funding. The CONTRACTOR alone will be responsible, in accordance with good administrative practice and sound business judgement, for the settlement of all contractual and administrative issues arising out of procurement Contract solicitations and awards. Such protest shall be outlined in all bid requests, request for proposals, request for applications, etc. issued by or on behalf of the CONTRACTOR concerning any grant-funded projects. CONTRACTOR may satisfy the protest procedure requirements by adopting procedures analogous to those set forth in Part 24 of Title 2 of the New York Codes, Rules and Regulations; and

iv. Any Contract concerning a grant-funded project must be a written agreement between the CONTRACTOR and the third party providing specific goods and/or services. Whether with a Contractor, subcontractor, consultant or vendor, the Contract must as appropriate state the activities to be performed; the time schedule; the policies and requirements that apply to the Contractor, subcontractor, consultant or vendor, including these procurement requirements; and any other terms and conditions of the grant and the master grant Contract.

v. These procurement requirements may also be met by demonstrating compliance with Subpart D, OMB, 2 CFR, Chapter I, Chapter II, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

4. The CONTRACTOR shall comply with the following grant requirements regarding audits.

a) If the Contract is funded from federal awards, and the CONTRACTOR expends $750,000 or more (or the amount per the current federal regulations 2 CFR Part 200 as revised, which is scheduled to be updated every 5 years) in federal awards during their fiscal year, an audit report must be submitted in accordance with Subpart F of OMB, 2 CFR, Chapter I, Chapter II, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

b) If this Contract is funded from other than federal awards or if the Contract is funded from a combination of STATE and federal awards but federal awards are less than $750,000 (or the amount per the current federal regulations 2 CFR Part 200 as revised, which is scheduled to be updated every 5 years), and if the CONTRACTOR expends $750,000 or more in total annual payments from the STATE, the CONTRACTOR shall submit to the STATE after the end of the CONTRACTOR's fiscal year an audit report. The audit report shall be submitted to the STATE within thirty days after its completion but no later than nine months after the end of the audit period. The audit report shall summarize the business and financial transactions of the CONTRACTOR. The report shall be prepared and certified by an independent accounting firm or other accounting entity, which is demonstrably independent of the administration of the program being audited. Audits performed of the CONTRACTOR's records shall be conducted in accordance with Government Auditing Standards issued by the Comptroller General of the

United States covering financial audits. This audit requirement may be met through entity-wide audits, coincident with the CONTRACTOR's fiscal year, as described in OMB, 2 CFR, Chapter I, Chapter II, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Reports, disclosures, comments and opinions required under these publications should be so noted in the audit report.

5. For audit reports that are not received by the dates due, the following steps shall be taken:

a) If the audit report is one or more days late, voucher payments shall be held until a compliant audit report is received.

b) If the audit report is 180 days or more late, the STATE shall terminate all active Contracts, prohibit renewal of those Contracts and prohibit the execution of future Contracts until all outstanding compliant audit reports have been submitted.

C. The CONTRACTOR shall accept responsibility for compensating the STATE for any exceptions which are revealed on an audit and sustained after completion of the normal audit procedure.

D. The STATE, its employees, representatives and designees, shall have the right at any time during normal business hours to inspect the sites where services are performed and observe the services being performed by the CONTRACTOR. The CONTRACTOR shall render all assistance and cooperation to the STATE in making such inspections. The surveyors shall have the responsibility for determining Contract compliance as well as the quality of service being rendered.

E. The CONTRACTOR has an affirmative duty to take prompt, effective, investigative and remedial action where it has actual or constructive notice of discrimination in the terms, conditions or privileges of employment against (including harassment of) any of its employees by any of its other employees, including managerial personnel, based on age, race, creed, color, national origin, citizenship or immigration status, sex, pregnancy or pregnancy-related conditions, sexual orientation, gender identity or expression, disability, familial status, marital status, domestic violence victim status, prior arrest or conviction record, military status, predisposing genetic characteristics or because the individual has opposed any practices forbidden under the Human Rights Law or has filed a complaint, testified, or assisted any proceeding under the Human Rights Law.

F. The CONTRACTOR shall not discriminate on the basis of age, race, creed, color, national origin, citizenship or immigration status, sex, pregnancy or pregnancy-related conditions, sexual orientation, gender identity or expression, disability, familial status, marital status, domestic violence victim status, prior arrest or conviction record, military status, predisposing genetic characteristics, or because the individual has opposed any practices forbidden under the Human Rights Law, has filed a complaint, testified, or assisted any proceeding under the Human Rights Law.

G. The CONTRACTOR shall comply with all applicable federal, State and local civil rights and human rights laws with reference to equal employment opportunities and the provision of services.

H. Unless the CONTRACTOR is a political sub-division of New York State, the CONTRACTOR shall provide proof, completed by the CONTRACTOR's insurance carrier and/or the Workers' Compensation Board, of coverage for:

1. Workers' Compensation, for which one of the following is incorporated into the E-Contract under the Contract Package Tool as an Attachment in the Statewide Financial System or as Attachment E-1 in the paper-based Contract:

a) **CE-200 --** Certificate of Attestation For New York Entities With No Employees And Certain Out Of State Entities, That New York State Workers' Compensation And/Or Disability Benefits Insurance Coverage Is Not Required; OR

b) **C-105.2** -- Certificate of Workers' Compensation Insurance. PLEASE NOTE: The State Insurance Fund provides its own version of this form, the **U-26.3;** OR

c) **SI-12** -- Certificate of Workers' Compensation Self-Insurance, OR **GSI-105.2** -- Certificate of Participation in Workers' Compensation Group Self-Insurance

2. Disability Benefits coverage, for which one of the following is incorporated into the E-Contract under the Contract Package Tool as an Attachment in the Statewide Financial System or as Attachment E-2 in the paper-based Contract:

a) **CE-200**, Certificate of Attestation For New York Entities With No Employees And Certain Out Of State Entities, That New York State Workers' Compensation And/Or Disability Benefits Insurance Coverage Is Not Required; OR

b) **DB-120.1 --** Certificate of Disability Benefits Insurance OR

c) **DB-155** -- Certificate of Disability Benefits Self-Insurance

I. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208). Contractor shall be liable for the costs associated with any breach if caused by Contractor's negligent or willful acts or omissions, or the negligent or willful acts or omissions of Contractor's agents, officers, employees or subcontractors.

J. All products supplied pursuant to this AGREEMENT shall meet local, State and federal regulations, guidelines and action levels for lead as they exist at the time of the State's acceptance of this Contract.

K. Reserved.

L. The CONTRACTOR shall submit to the STATE (***monthly or quarterly)*** voucher claims and reports of expenditures on such forms and in such detail as the STATE shall require. The CONTRACTOR shall submit vouchers to the State's designated payment office located in the:

(Insert Address or Email here)

M. If the CONTRACTOR is eligible for an annual cost of living adjustment (COLA), enacted in New York State Law, that is associated with this grant AGREEMENT, payment of such COLA shall be made separate from payments under this AGREEMENT and shall not be applied toward or amend amounts payable under Attachment B of this Agreement.

Before payment of a COLA can be made, the STATE shall notify the CONTRACTOR, in writing, of eligibility for any COLA. The CONTRACTOR shall be required to submit a written certification attesting that all COLA funding will be used to promote the recruitment and retention of staff or respond to other critical non-personal service costs during the State fiscal year for which the Cost Of Living Adjustment was allocated, or provide any other such certification as may be required in the enacted legislation authorizing the COLA.

N. Certification Regarding Environmental Tobacco Smoke: Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by federal programs either directly or through State or local governments, by federal grant, Contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a monetary penalty of up to $1000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

By signing this AGREEMENT, the CONTRACTOR certifies that it will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act. The CONTRACTOR agrees that it will require that the language of this certification be included in any subawards which contain provisions for children's services and that all subrecipients shall certify accordingly.

O. Pursuant to the Master Contract's Standard Terms and Conditions, I. (General Provisions); G. (Notices), such notices shall be addressed as follows or to such different addresses as the parties may from time to time designate:

State of New York Department of Health
Name:
Title:
Address:
Telephone Number:
Facsimile Number:
E-Mail Address:

Vendor/Grantee

Vendor/Grantee notices shall be addressed to the Executive Director at the address listed within "Contractor Primary Mailing Address" on Page 1 of 2, Master Grant Contract, Face Page.

P. Executive Order 177 Certification

By entering into this Contract, the CONTRACTOR understands the following:

1. The New York State Human Rights Law, Article 15 of the Executive Law, prohibits discrimination and harassment based on age, race, creed, color, national origin, citizenship or immigration status, sex, pregnancy or pregnancy-related conditions, sexual orientation, gender identity or expression, disability, familial status, marital status, domestic violence victim status, prior arrest or conviction record, military status, predisposing genetic characteristics, or because the individual has opposed any practices forbidden under the Human Rights Law or has filed a complaint, testified, or assisted any proceeding under the Human Rights Law, or other protected status under the Human Rights Law or;

2. The Human Rights Law may also require reasonable accommodation for persons with disabilities and pregnancy-related conditions. A reasonable accommodation is an adjustment to a job or work environment that enables a person with a disability to perform the essential functions of a job in a reasonable manner. The Human Rights Law may also require reasonable accommodation in employment on the basis of Sabbath observance or religious practices; and

3. Generally, the Human Rights Law applies to:

    - all employers of four or more people, employment agencies, labor organizations and apprenticeship training programs in all instances of discrimination or harassment;
    - employers with fewer than four employees in all cases involving sexual harassment; and,
    - any employer of domestic workers in cases involving sexual harassment or harassment based on gender, race, religion or national origin.

In accordance with Executive Order No. 177, the CONTRACTOR, by entering into this Contract hereby certifies that it does not have institutional policies or practices that fail to address the harassment and discrimination of individuals on the basis of their age, race, creed, color, national origin, citizenship or immigration status, sex, pregnancy or pregnancy-related conditions, sexual orientation, gender identity or expression, disability, familial status, marital status , domestic violence victim status, prior arrest or conviction record, military status, or predisposing genetic

characteristics, or because the individual has opposed any practices forbidden under the Human Rights Law or has filed a complaint, testified, or assisted any proceeding under the Human Rights Law, or other protected status under the Human Rights Law.

Executive Order No. 177 and this certification do not affect institutional policies or practices that are protected by existing law, including but not limited to the First Amendment of the United States Constitution, Article 1, Section 3 of the New York State Constitution, and Section 296(11) of the New York State Human Rights Law. “Permitting a religious or denominational entity, or a charitable organization operated for charitable or educational purposes which is operated, supervised or controlled by a religious organization to limit employment or sales or rental of housing or admission to or giving preference to persons of the same religion or denomination or to promote the religious principles for which it is established or maintained" (NYS Human Rights Law, Section 296.11).

Q. Contractor Assurance of No Conflict of Interest or Detrimental Effect

The CONTRACTOR or subcontractor, by entering into this Contract or providing services pursuant to this Contract as a CONTRACTOR, joint venture Contractor, subcontractor, or consultant, attests that its performance of the services outlined in this Contract or proposal does not and will not create a conflict of interest with nor position the CONTRACTOR to breach any other Contract currently in force with the State of New York.

The CONTRACTOR, as well as any subcontractor providing services pursuant to or relating to this Contract, shall disclose any existing or contemplated relationship with any other person or entity, including relationships with any member, shareholders of 5% or more, parent, subsidiary, or affiliate organization, which would constitute an actual or potential conflict of interest or appearance of impropriety, relating to the CONTRACTOR, subcontractor or other clients/customers/agents of the CONTRACTOR, subcontractor or former officers and employees of the STATE and its Affiliates, in connection with its rendering services enumerated in this Contract. If a conflict does or might exist, the CONTRACTOR or applicable subcontractor providing services pursuant to or relating to this Contract must describe how it will eliminate or prevent such conflict, indicating what procedures it will follow to detect, notify the STATE of, and resolve any such conflict. The STATE will review the nature of any relationships and reserves the right to terminate this Contract for any reason, or for cause, if, in the judgment of the STATE, a real or potential conflict of interest cannot be cured.

The CONTRACTOR, as well as any subcontractor providing services pursuant to or relating to this Contract, shall disclose whether it, or any of its members, shareholders of 5% or more, parents, affiliates, or subsidiaries, have been the subject of any investigation or disciplinary action by the New York State Commission on Ethics and Lobbying in Government or its predecessor State entities (collectively, “Commission”), and, if it has been the subject of any

such investigation or disciplinary action, provide the STATE a brief description of the matter and how the matter was resolved or its status if it remains unresolved at the date of the disclosure. The STATE will review the nature of any relationships and reserves the right to terminate this Contract for any reason, or for cause, if, in the judgment of the STATE, a real or potential conflict of interest cannot be cured.

Furthermore, the CONTRACTOR attests that it will not act in any manner that is detrimental to any New York State Contract on which the CONTRACTOR is rendering services. Specifically, the CONTRACTOR attests that:

1. The fulfillment of obligations by the CONTRACTOR, under this Contract, does not violate any existing Contracts or agreements between the CONTRACTOR and the State of New York;

2. The fulfillment of obligations by the CONTRACTOR, under this Contract, does not and will not create any conflict of interest, or perception thereof, with any current role or responsibility that the CONTRACTOR has with regard to any existing Contracts or agreements between the CONTRACTOR and the State of New York;

3. The fulfillment of obligations by the CONTRACTOR, under this Contract, does not and will not compromise the CONTRACTOR's ability to carry out its obligations under any existing Contracts between the CONTRACTOR and the State of New York;

4. The fulfillment of any other contractual obligations that the CONTRACTOR has with the State of New York will not affect or influence its ability to perform under any Contract with the State of New York resulting from this Contract;

5. During the negotiation and execution of this Contract, the CONTRACTOR will not knowingly take any action or make any decision which creates a potential for conflict of interest or might cause a detrimental impact to New York State as a whole including, but not limited to, any action or decision to divert resources from one New York State Contract to another;

6. In fulfilling obligations under each of its New York State Contracts, including this Contract the CONTRACTOR will act in accordance with the terms of each of its New York State Contracts and will not knowingly take any action or make any decision which might cause a detrimental impact to the State of New York as a whole including, but not limited to, any action or decision to divert resources from one New York State Contract to another;

7. No former officer or employee of the STATE who is now employed by the CONTRACTOR, nor any former officer or employee of the CONTRACTOR who is now employed by the STATE, has played a role with regard to the administration of this Contract procurement in a manner that may violate section 73(8)(a) of the Public Officers Law; and

8. The CONTRACTOR has not and shall not offer to any employee, member or director of the STATE any gift, whether in the form of money, service, loan, travel, entertainment, hospitality, thing or promise, or in any other form, under circumstances in which it could reasonably be inferred that the gift was intended to influence said employee, member or director, or could reasonably be expected to influence said employee, member or director, in the performance of the official duty of said employee, member or director or was intended as a reward for any official action on the part of said employee, member or director.

CONTRACTOR should note that the STATE recognizes that conflicts may occur in the future because a CONTRACTOR may have existing or new relationships. The STATE will review the nature of any such new relationship and reserves the right to terminate this Contract for cause if, in its judgment, a real or potential conflict of interest cannot be cured.