

Attachment A-1

Program Specific Terms and Conditions

WHEREAS, the Office of Addiction Services and Supports (OASAS) is the applicable State agency (State) empowered to enter into Agreements for Grants “Agreements” with governmental agencies, not-for-profit corporations and other entities (Contractor) for the provision of substance use disorder prevention, treatment, and recovery services within the amounts made available by appropriation; and

WHEREAS, this Agreement governs funding provided by OASAS for the conduct of the program(s) identified herein and more specifically detailed on the Scope of Work (Attachment C);

NOW, THEREFORE, in consideration of the foregoing, and of the mutual covenants herein, OASAS and the Contractor agree as follows:

I. Relation of Attachment and Contract

The terms of this Attachment shall supplement those terms specified elsewhere in this Agreement.

II. Statement of Work

The Contractor shall conduct, either directly or through subcontracts approved by OASAS, the work as referenced in Attachment C of this Agreement. The work shall be performed in accordance with the Scope of Work, and in conformance with the provisions of this Agreement, as well as all applicable laws, rules, regulations, bulletins and opinions of counsel, guidance and guidelines issued by OASAS or other state agencies where such materials governs and/or relates to the provision of substance use disorder prevention, treatment, and recovery services.

III. Acceptance of Award

By accepting funds under this Agreement, Contractor acknowledges that they are a subrecipient of funds paid to OASAS by The Substance Abuse and Mental Health Services Administration (SAMHSA) as part of COVID emergency relief under the Coronavirus Response and Relief Supplement Appropriations Act, 2021 [P.L. 116-260] and American Rescue Plan Act of 2021 [H.R. 1319] funding for the Substance Abuse Prevention and Treatment (SAPT) Block Grant Program.

By accepting and expending funds, Contractor agrees to abide by the statutory requirements of all sections of the Substance Abuse Prevention and Treatment Block Grant (SABG) (Public Health Service Act, Sections 1921-1935 and sections 1941-1957) (42

U.S.C. 300x-21-300x-35 and 300x-51-300x-67, as amended), and other administrative and legal requirements as applicable for the duration of the Agreement.

IV. Standards of Conduct

The Contractor and its directors, officers and employees shall conduct themselves in accordance with the standards of conduct required of State officers by sections seventy-three and seventy-four of the Public Officers Law, and the standards as set forth in Section 515, Article 7 of the Not-For-Profit Corporation Law. The Contractor shall incorporate in all subcontracts, the standards of ethics as required by this Section. This requirement does not designate the Contractor, its employees, or subcontractors as State employees; nor does it allow for any official status.

V. Subcontracts

- (a) Except where OASAS has otherwise authorized in this Agreement or directs in writing, the Contractor agrees not to enter into any subcontracts for the performance of the obligations contained herein until and unless it has received the prior written approval of OASAS. All agreements between the Contractor and subcontractors shall be by written contract. All such subcontracts shall contain provisions for specifying the incorporation of all provisions regarding the rights of OASAS as set forth in this Agreement.
- (b) A true, complete, and current copy of each subcontract, if any, entered into by the Contractor must be maintained by the Contractor and made available for review and inspection by OASAS.

VI. Interpretations and Representations

If for any reason it becomes necessary to revise or clarify any information contained herein, (with the exception of Budget Modifications that do not change the Contract Funding Amount), such revision or clarification shall be set forth by written amendment. OASAS shall not be bound by any oral representations or any written changes made to the terms and conditions of this Agreement issued by any person, including employees of OASAS, unless such clarification, revision, or other change is provided via a written amendment to this Agreement issued by OASAS.

VII. Personnel, Administrative Costs and Executive Compensation

- (a) The Contractor agrees to be solely responsible for the recruitment, hiring, provision of employment benefits, payment of salaries and management of its program personnel, pursuant to and described in the narratives and budgets contained in the Attachments. These functions shall be carried out in accordance with the provisions of this Agreement, The Scope of Work, the *Administrative and Fiscal Guidelines for OASAS-Funded Providers*

(as applicable) and all applicable federal and State laws and regulations. Documentation of employee time and attendance shall be maintained in accordance with the policies as set forth by in the *Administrative and Fiscal Guidelines for OASAS-Funded Providers*.

- (b) Limits on Administrative Expenses and Executive Compensation (14 NYCRR Part 812, incorporated herein by reference). Contractor shall comply with the requirements set forth in 14 NYCRR Part 812, as amended.
- i. Contractor's failure to comply with any applicable requirement of 14 NYCRR Part 812, as amended, including but not limited to the restrictions on allowable administrative expenses, the limits on executive compensation, and the reporting requirements, may be deemed a material breach of this Agreement and constitute a sufficient basis for, in the discretion of the Department, termination for cause, suspension for cause, or the reduction of funding provided pursuant to this Agreement; and
 - ii. Contractor shall include the following provision in any agreement with a subcontractor or agent receiving State funds or State-authorized payments from the Contractor to provide program or administrative services under this Agreement:

[Name of subcontractor/agent] acknowledges that it is receiving "State funds" or "State-authorized payments" originating with or passed through the Office of Addiction Services and Supports in order to provide program or administrative services on behalf of [Name of CONTRACTOR]. [Name of subcontractor/agent] shall comply with the terms of 14 NYCRR Part 812, as amended. A failure to comply with 14 NYCRR Part 812, where applicable, may be deemed a material breach of this Agreement constituting a sufficient basis for suspension or termination for cause. The terms of 14 NYCRR Part 812, as amended, are incorporated herein by reference.

- (c) The Contractor agrees to designate, in writing, the person(s) who will be responsible for directing the work to be done under this Agreement. No change or substitution of such responsible person(s) will be made without prior approval in writing from OASAS, to the degree that such change is within the reasonable control of the Contractor.

VIII. Confidentiality and Protection of Human Subjects

- (a) The Contractor agrees to safeguard the confidentiality of information relating to individuals and their families who may receive services from the programs funded by this Agreement. The Contractor shall maintain the confidentiality of all such information with regard to services provided under this Agreement in conformity with the provisions of applicable federal and State laws and regulations. Any breach of confidentiality by the Contractor, its agents or representatives shall be cause for immediate termination of this Agreement.

- (b) The Contractor must have in effect a system to protect patient records from inappropriate disclosure, and the system must comply with all applicable State and Federal laws and regulations, including 42 CFR part 2 and include provisions for employee education on confidentiality requirements and the fact that disciplinary action may occur upon inappropriate disclosure.

IX. Audit and Contractor Compliance

In addition to the terms set forth in the Agreement Standard Terms and Conditions at Section IV, paragraph E, the parties further agree as follows:

- (a) The Contractor agrees to fully comply with regulations promulgated pursuant to Executive Order #38, as published by the Office in NYCRR Part 812.
- (b) The Contractor agrees to cooperate fully with any audit or investigation OASAS or any agent of OASAS may conduct and to provide access during normal business hours to any and all information necessary to perform its audit or investigation. The Contractor shall also allow the NYS Attorney General, OSC, OASAS, the Federal OIG and any representatives specifically directed by such entities to take possession of all books, records and documents relating to this Agreement without prior notice to the Contractor. Any recipient of books and records shall return all such books, records, and documents to the Contractor upon completing the official purposes for which they were taken.
- (c) OASAS shall have the right to audit and review the Contractor's performance and operations as related to this Agreement and/or to retain the services of qualified independent auditors or investigators to perform such audit and review on State's behalf. If the review indicates that the Contractor has violated or is in non-compliance with any of the terms of the Agreement or has abused or misused the funds paid to the Contractor, the Contractor agrees to reimburse OASAS any costs associated with the review.
- (d) If the review indicates that the Contractor is in non-compliance with any of the terms of the Agreement, or has abused or misused the funds paid to the Contractor, the rights of OASAS shall include, but not be limited to:
1. recovery of any funds expended in violation of the Agreement;
 2. suspension of payments;
 3. termination of the Agreement; and/or
 4. employment of another entity to fulfill the requirements of the Agreement.
- (e) The Contractor will assist OASAS in transferring the operation of the contracted services to any other entity selected by OASAS in a manner that will enable OASAS or patients to continue to receive services in an ongoing basis, including, but not limited to, notifying patients of the new entity to which services will be transferred and the effective date of the transfer, providing the new entity promptly and at no charge with a complete copy of the patients' and all other records necessary to continue the provision of the transferred

services, and transferring any equipment purchased with funds provided under this Agreement.

X. Documents, Publications, and Public Statements

In addition to the terms set forth in the Agreement at Section IV, paragraph G, the parties further agree as follows:

- (a) The Contractor agrees to submit a copy of any paper prepared for publication to OASAS for comment prior to publication and to take all appropriate care to maintain the confidentiality of sensitive and/or patient identifiable information. Any publication or announcement of any nature, issued or authorized by the Contractor, relating to the said program shall acknowledge OASAS's support in clearly legible print using the following statement: "This publication relates to a program funded by the New York State Office of Addiction Services and Supports."
- (b) The Contractor agrees that all information obtained by it in carrying out this Agreement shall be kept in strictest confidence, and that it shall not issue any publicity release, or make any statements regarding the execution of, or the implementation of this Agreement, without first obtaining prior clearance and approval from OASAS, provided, however, that this paragraph shall not be deemed to prevent the making or preparing of such usual and ordinary reports as may be required by applicable law, or in order to carry on the day-to-day affairs of the Contractor.
- (c) The results of any activity supported under this Agreement may not be published without prior written approval of OASAS, which results (1) shall acknowledge the support of OASAS and the State of New York and, if funded with federal funds, the applicable federal funding agency, and (2) shall state that the opinions, results, findings and/or interpretations of data contained therein are the responsibility of the Contractor and do not necessarily represent the opinions, interpretation or policy of OASAS or OASAS of New York.
- (d) OASAS and the State of New York expressly reserve the right to a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, distribute, or otherwise use, in perpetuity, any and all copyrighted or copyrightable material resulting from this Agreement or activity supported by this Agreement. All publications by the Contractor covered by this Agreement shall expressly acknowledge OASAS's right to such license.
- (e) All of the license rights so reserved to OASAS and OASAS of New York under this paragraph are equally reserved to the United States Department of Health and Human Services (DHHS) and subject to the provisions on copyrights contained in 45 CFR Part 74 if the Agreement includes DHHS funds.

XI. Reports

- (a) The Contractor shall prepare and submit all reports and documents as may be required under this Agreement to OASAS. These reports shall be in such substance, form, and frequency as required by OASAS and as necessary to meet State and federal requirements. OASAS shall notify the Contractor as to the substance, form, and frequency of any and all reports and documents required to be submitted.
- (b) OASAS may require that the Contractor submit a final report or other documentation summarizing the conduct of the program and indicating the total number of individuals participating in each of the components for the entire term of the Agreement.

XII. Records

- (a) Books and records shall be maintained in accordance with the policies as set forth in the most recent *Administrative and Fiscal Guidelines for OASAS-Funded Providers*.
- (b) If part or all of the performance under this Agreement is to be conducted through subcontracts with other entities, then the Contractor agrees that they shall make the provisions of this Agreement and any amendment thereto, a formal part of all such subcontracts, which shall specifically make reference to the records required to be maintained, and the retention periods of such records as noted herein, and that all such records maintained by such subcontractors shall be made available and disclosed to OASAS, OSC and/or the federal government.

XIII. Termination

In addition to the Termination clauses stated in the Agreement at Section II. Paragraph C:

- (a) To the extent permitted by law, this Agreement shall be deemed in the sole discretion of OASAS terminated immediately upon the filing of a petition in bankruptcy or insolvency, by or against the Contractor. Such termination shall be immediate and complete, without termination costs or further obligation by OASAS to the Contractor.

XIV. Indemnification

- (a) In addition to the requirements of Section I, Paragraph M of the Agreement, the Contractor agrees to indemnify, defend, and save harmless the State of New York, OASAS, and its officers, agents, and employees from any and all claims and losses occurring or resulting to any and all contractors, subcontractors, and any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of the Agreement, and from all claims and losses occurring or resulting to any person, firm, or corporation who may be injured or damaged by the Contractor in the performance of the Agreement, and against any liability, including costs and expenses, for

violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, or use, or disposition of any data furnished under the Agreement or based on any libelous or other unlawful matter contained in such data or written materials in any form produced pursuant to this Agreement.

- (b) Should any claim or demand be made, or any action brought against OASAS or the State in any way relating to this Agreement or its performance, the Contractor agrees to render diligently to OASAS and the State, without additional compensation, any and all cooperation which OASAS and the State may require of the Contractor.

XV. Entire Agreement

It is understood that this instrument including the Attachments listed on the Face Page, represents the entire agreement of the parties; that all previous understandings are replaced by this Agreement; and that no modifications shall be valid unless an Amendment to the Agreement or Budget Modification has been properly executed and approved by all necessary parties.

XVI. Validity of Terms and Conditions

If any term, provision or condition of this Agreement or its application to any person or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and every other term, provision, and condition of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

XVII. Environmental Tobacco Smoke

The Contractor shall comply with all provisions of Part 856 of the State of New York Official Compilation of Codes, Rules and Regulations (Title 14 NYCRR Part 856) governing the provision of tobacco-free services and tobacco-free environments of OASAS funded providers. The Contractor shall comply with all federal laws, including Public Law 103-227 and State laws, including Public Health Law section 1399-o, to the extent applicable.

XVIII. Compassionate Care Act

The Contractor shall comply with all provisions of the Compassionate Care Act, including Public Health Law Article 33, Title V-A and Title 10 NYCRR Part 1004 and any other New York State rules, regulation and guidance related thereto.

XIX. New York State Information Security Breach and Notification Act

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 such 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.

XX. Data Ownership

Where the Scope of Work requires Contractor to possess, generate, or be provided access to OASAS data related to chemical dependency and problem gambling services, Contractor acknowledges that such data is owned by OASAS exclusively and will remain the property of OASAS. Contractor is permitted to use data solely for the purposes set forth in any related RFP and the Contract, and for no other purpose. At no time shall the Contractor access, use, or disclose any confidential information (including personal, financial, health, or criminal history record information or other sensitive criminal justice information) for any other purpose. The Contractor is strictly prohibited from releasing or using data or information for any purposes other than those specifically authorized by the State. Contractor agrees that State data shall not be distributed, used, repurposed, transmitted, exchanged, or shared across other applications, environments, or business units of the Contractor, or otherwise passed to other contractors, agents, subcontractors, or any other interested parties, except as expressly and specifically agreed to in writing by the State.

XXI. Data Protection and Transmission

Where applicable, Contractor shall use appropriate means to preserve and protect OASAS data. This includes, but is not limited to, use of stable storage media, regular data backups and archiving, password protection of volumes, and data encryption. Contractor must, in accordance with applicable law, regulations, or established requirements and the instructions of OASAS, maintain such data for the time period required by applicable law, exercise due care for the protection of data, and maintain appropriate and necessary data integrity safeguards against the deletion or alteration of such data. In the event any data is lost or destroyed because of any act or omission of the Contractor, or any non-compliance with the obligations of this Contract, then Contractor shall, at its own expense, use its best efforts in accordance with industry standards to reconstruct such data as soon as feasible. In such event, Contractor shall reimburse OASAS for any costs incurred by the OASAS in correcting, recreating, restoring, or reprocessing such data or in providing assistance therewith.

Contractor agrees that any and all OASAS data will be stored, processed, and maintained solely on designated target devices and that no OASAS data will, at any time, be processed on or transferred to any portable computing device or any portable storage medium, unless that device or storage medium is a necessary and approved component of

the authorized business processes covered in the contract/agreement and/or any addendum thereof, or the Contractor's designated backup and recovery processes, and is encrypted in accordance with all current federal and State statutes, regulations, and requirements, to include requirements for data defined as confidential, financial information, personal private and sensitive information (PPSI), personally identifying information (PII) or protected health information (PHI) by statute or regulations. The Contractor shall encrypt data at rest, on file storage, database storage, or on back-up media, and in transit in accordance with State and federal law, rules, regulations, and requirements.

XXII. Safeguards for Services and Confidentiality

- (a) Services performed pursuant to this Agreement are secular in nature and shall be performed in a manner that does not discriminate on the basis of religious belief or promote or discourage adherence to religion in general or particular religious beliefs.
- (b) Funds provided pursuant to this Agreement shall not be used for any partisan political activity, or for activities that may influence legislation or the election or defeat of any candidate for public office.
- (c) Information relating to individuals who may receive services pursuant to this Agreement shall be maintained and used only for the purposes intended under the Agreement and in conformity with applicable provisions of laws and regulations.

XXIII. Notice

Pursuant to Section I, paragraph J of the Agreement the parties hereby make the following designations for receipt of all notices, except as limited by the Termination provisions of the Agreement:

(a) State Agency Official Contact

OASAS hereby designates the Contract Unit or such other Program Office as it may designate, as the official contact for purposes of receiving all notices necessary or required to be made to the State, except as otherwise stated in Termination sections in this Agreement. The address for transmission of all notices is:

OASAS Contracts Unit
NYS Office of Addiction Services and Supports
1450 Western Avenue
Albany, NY 12203

Email: COVIDfunds@oasas.ny.gov

(b) Contractor Official Contact

The Contractor hereby designates the individual listed in the Schedule 1 to this Attachment as its official contact for purposes of receiving all notices necessary and required to be made to the Contractor, except as otherwise stated in Termination sections in this Agreement and Attachment A-1.

In the event a different designee and address is not provided on Schedule 1, or in a subsequent communication pursuant to the Agreement, the State may provide any notice required hereunder, including notice of termination, by providing written notice in the manner required under the Agreement, to the officer who signs the Agreement at the Contract Mailing Address shown on the Face Page of the Agreement.

XXIV. Related Organizations/Parties

- (a) OASAS policy objectives on the provision of State Aid funding support to service providers with Related Organizations/Parties (RO/P) are:
1. to assure that State Aid funding support for service provider expenditures involving transactions with RO/Ps, including the leasing of property and/or the purchase of goods and/or services from RO/Ps, is restricted to the lesser of the actual cost to the RO/P or fair market value of the transactions.
 2. to assure that all funds available to the service provider, through fundraising activities carried out by the RO/P on behalf of the service provider, are reasonably and appropriately applied toward the legal/corporate purposes of the service provider, in concert with OASAS's statutory authority and mission to support and advance chemical dependence, gambling, and/or other services in New York State.
- (b) Criteria and documentation requirements for provider certification of compliance with State policy, as set forth the *Administrative and Fiscal Guidelines for OASAS-Funded Providers*, most recent edition.
- (c) By signing this Agreement, the Contractor certifies that the following information is complete and accurately identifies any RO/Ps and their compliance with State policy.

RELATED ORGANIZATIONS/PARTIES CERTIFICATION:

The authorized official signing for the applicant organization certifies that the following information is correct:

Does your organization have a relationship with any entity, which meets the criteria of a related organization/party (RO/P), as defined in the *Administrative and Fiscal Guidelines for OASAS-Funded Providers*, most recent edition?

Yes No

If Yes, please identify each entity below and, by checking the box next to each; in the column labeled "In Compliance" certify that, in accordance with OASAS policy on RO/Ps, as delineated in the *Administrative and Fiscal Guidelines for OASAS-Funded Providers*, most recent edition.

- Amounts included in the provider's OASAS approved annual budget and State Aid expenditure reimbursement claims, for service provider expenditures involving any and all transactions with a RO/P, including the leasing of property and/or the purchase of goods and/or services from a RO/P, are/will be restricted to the lesser of the actual cost to the RO/P or fair market value of the transaction, in accord with OASAS policy.
- All funds available to the service provider, through fund raising activities carried out by a RO/P on behalf of the service provider, are/will be reflected in the service provider's OASAS approved annual revenue budget, in accord with OASAS policy.
- Documentation is/will be maintained to fully demonstrate compliance with OASAS policy.

<u>RO/P Name</u>	<u>In Compliance</u>
_____	[]
_____	[]
_____	[]
_____	[]
_____	[]

VENDOR ASSURANCE OF NO CONFLICT OF INTEREST OR DETRIMENTAL EFFECT:

The Contractor offering to provide services pursuant to this Master Agreement, as a contractor, joint venture contractor, subcontractor, or consultant, attests that its performance of the services outlined in this Master Agreement 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.

Furthermore, the Contractor attests that it will not act in any manner that is detrimental to any State project on which the Contractor is rendering services. Specifically, the Contractor attests that:

1. The fulfillment of obligations by the Contractor, as proposed in the response, does not violate any existing contracts or agreements between the Contractor and the State;
2. The fulfillment of obligations by the Contractor, as proposed in the response, 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;
3. The fulfillment of obligations by the Contractor, as proposed in the response, 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;
4. The fulfillment of any other contractual obligations that the Contractor has with the State will not affect or influence its ability to perform under any contract with the State resulting from this RFP;
5. During the negotiation and execution of any contract resulting from this RFP, 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 the State as a whole including, but not limited to, any action or decision to divert resources from one State project to another;
6. In fulfilling obligations under each of its State contracts, including any contract which results from this Master Agreement, the Contractor will act in accordance with the terms of each of its State contracts and will not knowingly take any action or make any decision which might cause a detrimental impact to the State as a whole including, but not limited to, any action or decision to divert resources from one State project 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 State Ethics 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.

Contractors responding to this Master Agreement 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 the contract for cause if, in its judgment, a real or potential conflict of interest cannot be cured.

Name, Title: _____

Signature: _____ Date: _____

This form must be signed by an authorized executive or legal representative.

Schedule 1

The following individual is the official designee of the Contractor for purposes of receiving all notices, including a Notice of Termination, under the Agreement and any attachments thereto:

Name:

Contractor:

Address for personal delivery:

Mailing Address (if different):

Facsimile number:

Email address: