

## **APPENDIX A1 (AGENCY-SPECIFIC CLAUSES)**

### **A. MODIFICATIONS TO BUDGET AND PROGRAM GOALS AND OBJECTIVES**

The parties agree that the STATE may modify the program budget set forth at APPENDIX B (BUDGET) or the Program Goals and Objectives set forth at APPENDIX D (PROGRAM GOALS AND OBJECTIVES) for good cause as determined by the STATE or otherwise as required by the State Comptroller. The STATE shall provide to the CONTRACTOR written notice of any such modification(s) at least twenty calendar days prior to the effective date of the modification(s).

The parties agree that the CONTRACTOR shall not revise the program budget in APPENDIX B (BUDGET) without prior approval of the STATE for any cost category during the period of the AGREEMENT. All revisions, including those under \$1,000, are subject to audit by the STATE.

### **B. TERMINATION OF AGREEMENT BY STATE**

The parties agree that the STATE may terminate this AGREEMENT if in its judgment the services rendered by the CONTRACTOR are unsatisfactory or untimely, or if the CONTRACTOR has breached any term of this AGREEMENT or has failed to comply with any applicable federal, state or local law, rule, regulation or policy.

### **C. CONTINGENCY OF FUNDING**

The parties agree that funding for this AGREEMENT is contingent upon appropriation by the New York State Legislature. If the funding for this AGREEMENT is not appropriated or is otherwise unavailable, then the STATE may modify or terminate this AGREEMENT provided, however, that any such modification or termination shall not apply to costs incurred by the CONTRACTOR prior to such modification or termination to the extent that funding is available to the STATE for the payment of such costs.

### **D. FAILURE OF CONTRACTOR TO SPEND FUNDS**

The parties agree that if the CONTRACTOR fails to spend the funds provided under this AGREEMENT within the time or at the level contemplated by this AGREEMENT the STATE may, upon written notice to the CONTRACTOR, reduce the funding amount for the current period of this AGREEMENT by the amount not spent and adjust the Budget set forth in Appendix B accordingly.

### **E. LAST DOLLAR FUNDING**

The parties agree that the funding provided under this AGREEMENT shall be considered to be last dollar funding. All other sources of funding for the expenses of the CONTRACTOR in providing the services contemplated by this AGREEMENT, including but not limited to fees, insurance, and donations, shall first be applied to such expenses.

### **F. SITE ACCESS**

The CONTRACTOR shall permit the STATE's representatives to visit, with or without notice, all facilities or sites where services covered under this AGREEMENT may be provided. Upon request of the STATE, the CONTRACTOR shall make appropriate arrangements for the STATE's representatives to attend meetings of the CONTRACTOR's Board of Directors.

### **G. CONTRACTOR STAFFING**

The parties agree that no officer, employee, staff member, volunteer or other individual associated with or representing the CONTRACTOR shall be considered for any purpose to be an agent or employee of the STATE. The CONTRACTOR shall pay all compensation due and owing to its employees performing services contemplated by this AGREEMENT, and shall provide all insurance and fringe benefits, and make all employer's payments, required by federal, state or local law, rule, regulation, or policy. At least one full-time employee of the CONTRACTOR shall be a duly qualified Notary Public or Commissioner of Deeds.

The parties agree that the CONTRACTOR shall not select, reject, promote, fail to promote, or otherwise impermissibly discriminate against any officer, employee, staff member, volunteer or other individual associated with or representing the CONTRACTOR on the basis of the individual's political belief(s) or affiliation(s).

The parties agree that if the CONTRACTOR is a not-for-profit corporation, the CONTRACTOR shall not employ, except as an unpaid volunteer, a current officer, director or incorporator of the corporation, or the parent, spouse, spousal equivalent, sibling or child of a current officer, director or incorporator of the corporation.

The parties agree that the CONTRACTOR shall not employ, except as an unpaid volunteer, a New York State legislator or legislative staffperson. The CONTRACTOR will immediately advise the Board in writing upon the employment, except as an unpaid volunteer, the parent, spouse, spousal equivalent, sibling or child of a New York State legislator or legislative staffperson. The written notice will provide the name of the individual, the position of employment, the legislator or legislative staffperson the employee is related to, and the nature of the relation. If the employee is already employed at the time that this contract becomes effective and no previous notice has been given by the CONTRACTOR, said written notice will be provided immediately upon the contract becoming effective.

The parties agree that the CONTRACTOR shall not employ, except as an unpaid volunteer, the parent, spouse, spousal equivalent, sibling or child of any employee of the CONTRACTOR who is a program administrator or who otherwise has influence or control over the administration of the program.

#### **H. UTILIZATION OF VOLUNTEERS**

The parties agree that the CONTRACTOR will utilize the services of unpaid volunteers. The STATE may, upon the written request of the CONTRACTOR, waive this requirement if the STATE finds that the utilization by the CONTRACTOR of unpaid volunteers is hindered or prohibited by statute, regulation or contract, or if the CONTRACTOR has otherwise been unable to procure volunteers after aggressive and sustained recruitment.

#### **I. CONFLICT OF INTEREST - CLIENT REFERRALS**

The parties agree that the CONTRACTOR shall not refer any program participant or any other person seeking or inquiring about crime victim services to any current officer, director or incorporator of the corporation, if the CONTRACTOR is a not-for-profit corporation. The parties agree that the CONTRACTOR shall not refer any program participant or any other person seeking or inquiring about crime victim services to any employee of the CONTRACTOR, or to any volunteer providing services to the CONTRACTOR, or to any New York State legislator or legislative staffperson, or to the parent, spouse, spousal equivalent, sibling or child of any aforementioned person, if any of the persons specified in this paragraph to whom such referral would be made would receive any financial benefit from such referral, except insofar as the persons specified in this paragraph provide services as part of the same agency to which the CONTRACTOR'S program belongs.

#### **J. CONFLICT OF INTEREST - PURCHASE OF SUPPLIES AND SERVICES**

The parties agree that no officer, director or employee of the CONTRACTOR shall solicit or accept gratuities, favors, or any thing or service having monetary value, from persons or entities furnishing supplies or services purchased with funds provided pursuant to this AGREEMENT.

The parties agree that no officer, director or employee of the CONTRACTOR shall participate in the selection, procurement or administration of supplies or services when any of the following persons has a financial or other substantive interest in the supplier, or when any of the following persons is employed by or has an arrangement concerning prospective employment with the supplier: a current officer, director, incorporator or employee of the CONTRACTOR; a parent, spouse, spousal equivalent, sibling or child of a current officer, director, incorporator or employee of the CONTRACTOR; or a business partner of a current officer, director, incorporator or employee of the CONTRACTOR.

**K. FURNITURE AND EQUIPMENT**

The parties agree that the funding contemplated by this AGREEMENT shall not be available for the purchase of furniture or equipment except as detailed in APPENDIX B (BUDGET) and subject to the conditions imposed from time to time by the STATE. All rights, title and interest in and to furniture and equipment purchased with funding contemplated by this AGREEMENT shall remain with the STATE; provided, however, that the CONTRACTOR shall be permitted to possess and use such furniture and equipment for the period of, and for the purpose(s) contemplated by, this AGREEMENT.

The parties agree that furniture and equipment purchased with funding under this AGREEMENT shall not be transferred or otherwise removed from the premises of the CONTRACTOR without the express, written, prior approval of the STATE. Upon the termination of this AGREEMENT the CONTRACTOR shall proffer the transfer of such furniture and equipment to the STATE at the expense of the CONTRACTOR. Upon such proffer the STATE may, in the exercise of its discretion, permit the CONTRACTOR to retain such furniture and equipment if the CONTRACTOR will continue to use it to provide services to crime victims.

**L. TRAVEL**

The parties agree that the funding provided under this AGREEMENT shall be available for travel, lodging and meals only to the extent consistent with the conditions imposed from time to time by the State Comptroller and the STATE. Funding contemplated by this AGREEMENT shall not be available for travel outside New York State without the express, written, prior approval of the STATE.

**M. EQUAL ACCESS TO SERVICES**

The parties agree that the CONTRACTOR shall not hinder access to services contemplated by this AGREEMENT on the basis of race, color, national origin, sex, sexual orientation, religion, age, disability or marital status.

**N. CLAIMS AND LITIGATION**

The parties agree that the CONTRACTOR shall give prompt written notice to the STATE of any potential or actual claims, civil actions, judgments or liens against the CONTRACTOR arising from or pertaining to the services contemplated by this AGREEMENT.

**O. BANK ACCOUNTS**

The parties agree that the CONTRACTOR shall deposit all funds received by the CONTRACTOR from the STATE pursuant to the terms of this AGREEMENT in a bank account within the State of New York. The CONTRACTOR shall direct and authorize any such bank to furnish to the STATE upon its request information or records pertaining to the account, and to transfer the balance of the funds received by the CONTRACTOR from the STATE pursuant to the terms of this AGREEMENT to the STATE upon its request. Any interest credited to the CONTRACTOR shall be reported by the CONTRACTOR to the STATE.

**P. LIMITATION ON USE OF FUNDS**

The parties agree that funds received by the CONTRACTOR from the STATE pursuant to the terms of this AGREEMENT shall not be used for the purchase of real property.

**Q. COPYRIGHT**

The parties agree that the CONTRACTOR shall not copyright or attempt to copyright any written or other material produced by the CONTRACTOR wholly or partially with the funding contemplated by this AGREEMENT.