

ATTACHMENT A-1
IOLA FUND SPECIFIC TERMS AND CONDITIONS

A. Notice:

1. Notices to the State Agency shall be addressed to:
Executive Director
IOLA Fund of the State of New York
11 East 44th Street, Suite 1406, New York, NY 10017.
2. Notices to the Contractor shall be addressed to the Executive Director for the Contract at the office address set forth on the Face Page.
3. Consistent with the IOLA Fund's mission to support stable, economical and high-quality civil legal representation to eligible clients and improve the administration of justice, the Contractor shall notify the State Agency in writing promptly of any unusual incident, occurrence, or event that may impact the Contractor's organizational stability, which includes the following:
 - a. There is turnover in key personnel (Executive Director, Chief Financial Officer, Legal Director, etc.);
 - b. Any key personnel is under criminal investigation or arrest;
 - c. The Contractor or any key personnel is under investigation or audit by a government entity, funder, or professional licensing entity;
 - d. The Contractor's staff is engaged in a work stoppage;
 - e. The Contractor is facing significant cash flow issues; or
 - f. Any other issues that may impede the Contractor's ability to perform the contracted services.

B. Services To Be Performed: Based on the application submitted to the State Agency by the Contractor and upon the continuing representations, undertakings, covenants and agreements of the Contractor set forth herein, the State Agency hereby purchases from the Contractor, and the Contractor hereby agrees to perform in accordance with the terms and conditions contained in this Contract, to commence no earlier than March 1, 2023 and shall be completed no later than March 31, 2025: the services described in Attachment C-Workplan.

C. Ability Of Grantee To Perform: The Contractor acknowledges that the undertaking by the State Agency to purchase the services described herein is made in reliance on the application submitted by the Contractor; on all material supplied by the Contractor in connection with such application; on the representations, covenants and warranties contained in this Contract and on a determination, based upon a review of the financial information and proposed budget submitted.

- D. Funding:** Upon approval by the New York State Office of State Comptroller, the State Agency may increase or decrease the amount of this Contract, provided the funds are used in accordance with the Request For Proposals issued in connection with this Contract and the scope of work has not changed substantially.
- E. Legal Action:** The Standard Terms and Conditions are modified such that the terms "litigation" and "regulatory action" as defined in Part I. Section I. shall exclude those actions and proceedings undertaken by "qualified recipients," as defined by 21 NYCRR Part 7000.12, and consistent with the purpose of the IOLA Fund as provided in New York State Finance Law §97-v, New York State Judiciary Law §497 and regulations adopted pursuant thereto by the Board of Trustees of the New York State IOLA Fund (the "Regulations").
- F. Travel:** Out-of-state travel costs are approved by the State Agency, as contemplated in Attachment D. Section A. Subsection 7 of the Standard Terms and Conditions, only to the extent such out-of-state costs are specifically detailed in Attachment B-1.
- G. Property:**
1. The definition of "property" set forth in Part III. Section D of the Standard Terms and Conditions applies only to the kinds of property listed therein and, unless expressly agreed otherwise in a written instrument, does not reach any creative, literary or other intellectual property developed by the Contractor.
 2. Per Part III. Section D.4. of the Standard Terms and Conditions, the Contractor shall maintain an inventory of all Property that is owned by the State Agency and obtained by the Contractor with funds provided under this Contract.
 3. The last sentence of Part III. Section D. Subsection 1.c. of the Standard Terms and Conditions is replaced as follows, "The Contractor may not charge rental or use fees under this Contract for Property owned by the Contractor or Property purchased or procured under this Contract."
 4. Pursuant to Part III. Section D. Subsection 2.a. of the Standard Terms and Conditions, the State Agency hereby approves the transfer of Property to the Contractor upon the end of the Property's useful life.
- H. Site Visits:** In addition to the right of access to the Contractor's Records as set forth in Part III. Section E, the State Agency shall have the right upon reasonable notice and at reasonable times, to inspect the Contractor's offices and facilities for the purpose of verifying information supplied to the State Agency or for any other purpose reasonably related to monitoring the services to be performed by the Contractor in connection with this Contract.
- I. Confidentiality:**
1. The definition of Confidential Information set forth in Part III. Section F. of the Standard Terms and Conditions includes "confidential, personally identifiable information relating

- to individuals who may receive services" ("Confidential Client Information").
2. Further to Part III. Section F. Subsection 3 of the Standard Terms and Conditions, the State Agency hereby permits disclosures of Confidential Client Information insofar as such disclosures are made in accordance with the Contractor's professional duties, e.g., as a legal professional.
 3. State Agency waives prior notice of any required disclosures of Confidential Client Information made by the Contractor pursuant Part III. Section F. Subsection 4 of the Standard Terms and Conditions.
 4. Part III. Section F. Subsection 5 of the Standard Terms and Conditions shall exclude Confidential Client Information. Client case files and client records generated for the purpose of, or in the process of, representation of clients under this Contract remain the exclusive property of the Contractor, for all purposes, without limitation.

J. Publicity:

1. Pursuant to Part III. Section G. Subsection 1 of the Standard Terms and Conditions, the State Agency hereby approves publicity only regarding the fact and amount of this grant award and only to the extent such publicity is consistent with and issued after the formal release of such information by the State Agency.
2. Pursuant to Part III. Section G. Subsection 2 of the Standard Terms and Conditions, the State Agency hereby approves such publications, presentations and announcements of those conferences, meetings and trainings undertaken by "qualified recipients," as defined by 21 NYCRR Part 7000.12, and consistent with the purpose of the IOLA Fund as provided in New York State Finance Law §97-v, New York State Judiciary Law §497 and the Regulations. Notwithstanding this approval, the acknowledgement requirements of Part III. Section G. Subsection 2 of the Standard Terms and Conditions remain in full force and effect.

K. Additional Provisions. The Contractor hereby specifically covenants and agrees that:

1. It will, at all times, be tax-exempt as a not-for-profit entity under Section 501 of the Internal Revenue Code of 1986 or any successor provision.
2. It will deliver to the State Agency from time to time upon request proof of annual registration with the New York State Attorney General as a charitable organization.
3. It will, at all times, qualify either as a "Qualified Legal Service Provider" or an "Administration of Justice Provider," pursuant to the Regulations.
4. It will, at all times, provide all services hereunder strictly in accordance with the Regulations, including, but not limited to, those portions of the Regulations

regarding:

- a. the eligibility of the recipients of services to be provided by Contractor,
 - b. the types of services which may not be performed by Contractor,
 - c. the preservation of the attorney-client privilege between Contractor and its (or its employees') clients, and
 - d. the obligation of the Contractor not to interfere with any attorney funded in whole or in part by the State Agency who is fulfilling a professional responsibility.
5. It will submit such other reports as may be requested by the State Agency, in such form as the State Agency may prescribe and by no later than the time and date specified by the State Agency for receipt thereof, relating to the Contractor's services and the performance thereof and the Contractor's ability to fulfill its obligations under this Contract.