

AGREEMENT

This Agreement, made this 12th day of Sept., 2023 by and between HEALTH RESEARCH, INC., with offices located at Riverview Center, 150 Broadway, Ste. 280, Menands, NY, 12204-2893, hereinafter referred to as "HRI, a domestic not-for profit corporation, and

Sullivan County Public Health
PO Box 590
Liberty, NY 12754 hereinafter referred to as the "Contractor"
(a(n) State/Local Government

WITNESSETH

WHEREAS, HRI has been awarded a grant/contract from the Centers for Disease Control and Prevention, hereinafter referred to as the "Project Sponsor" under grant/contract number 6NE11OE0000160102, hereinafter referred to as "Sponsor Reference"; and,

WHEREAS, part of the overall project involves the following:

Strengthening Infrastructure, Workforce and Data Systems

WHEREAS, the Contractor has represented to HRI that it is knowledgeable, qualified, and experienced in the skill(s) required for this project, and that it is willing and capable of performing the services required hereunder

Now therefore, in consideration of the promises and mutual covenants herein, the parties hereto agree as follows:

Definitions: Throughout this Agreement, the following terms shall have the following definitions:

- "Contract Start Date": 12/01/2022
- "Contract End Date": 11/30/2027
- "Total Contract Amount": \$5,740,394
- "Maximum Reimbursable Amount": \$14,807
- "HRI Project Director": Ursula Bauer
- "FAIN Number": NE11OE000016
- "Required Voucher Frequency": Quarterly
- "HRI Contract Number": 7625-01
- "Catalog of Federal Domestic Assistance Number": 93.967 ("This contract is "Federally" funded.")

Budget Flexibility Percentage: 25 % Percent of Total - Cumulative re-budget among categories is allowed by this percentage of the Total Contract Amount, or \$250,000, whichever is less

Attachments / Exhibits: The following are hereby incorporated and made a part of this Agreement:

- Exhibit A - "Scope of Work"
- Exhibit B - "Budget"
- Exhibit C - "Reporting/Vouchering Instructions"
- Exhibit D - "Prime Federal Award Information" (if checked) [x]
- Attachment A - "General Conditions for HRI Contracts"
- Attachment B - "Program Specific Clauses" (if checked) [x]
- Attachment C - "Modifications to General Conditions and/or Program Specific Clauses" (if checked) []

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto as of the date first above set forth.

Health Research, Inc

Sullivan County Public Health

Federal ID: 14-6002812-
UEI#: GDF2HNKKJBZ4

Elizabeth Wood

Name: Elizabeth Wood

Title: Deputy Director

Name:

Title:

Exhibit A – Deliverables
Grants to Local Health Departments to
Strengthen Public Health Workforce and Foundational Capabilities

Purpose: The program of work under this funding opportunity addresses long-standing weaknesses due to chronic underinvestment in New York’s public health system and strengthens preparedness to address new challenges and future public health emergencies. The investments in the local public health workforce and foundational capabilities supports Local Health Departments (LHDs) to address health inequities and disparities more effectively across populations and regions throughout their jurisdiction and better meet the ongoing and future public health needs of New Yorkers.

Requirements: Funds from this grant must be used to strengthen the county public health department and may not supplant existing public health department resources.

Uses: Grant funds may be used to strengthen the public health workforce through hiring of public health positions, supporting retention of current staff, making upgrades to the workplace to increase employee satisfaction, providing public health training, and providing public health support services to the public health department.

Short-term outcomes of this funding investment include improvements in the LHD workforce to include hiring new or vacant positions, retaining current staff through various investments or services, or improving foundational public health capabilities through training and other staffing enhancements.

Longer-term outcomes of this funding investment include improvements in the public health of the jurisdiction, especially among socially and economically marginalized communities.

Examples of Allowable Costs:

- Hire new staff or retain staff whose grant funding sources are expiring;
- Develop policies and best practices to guide use of funds for various recruitment and retention incentives; deploy the resources for these purposes;
- Contract with another agency to hire staff on the LHD’s behalf;
- Invest in staff retention efforts to include retention bonuses, base pay increases, tuition assistance, staff training opportunities (including travel to conferences and events) or other retention efforts;
- Partner with neighboring county or counties to hire staff in a shared staffing mod
- Invest in ‘special projects’, novel public health efforts and partnerships with academic or community partners to address workforce solutions;
- Invest in office upgrades to increase employee satisfaction with the workplace environment; examples include minor alterations, repairs, purchasing updated furniture, equipment, wifi expansion and implementation of software/technology solutions;
- Invest in internal data modernization solutions that will increase efficiencies and improve employee satisfaction.

Funding Restrictions:

- Funds cannot be used for research-related activities.
- Funds cannot be used for clinical care / direct patient care.

NOTE: Funds are intended to augment public health staffing capacity and cannot supplant existing commitments. These funds should result in a net increase of total county public health staff.

Reporting: TBD

NYSDOH Programmatic Contact: TBD

NYSDOH Fiscal Contact: Bridget Pardo, Grants Administration, NYSPHEP@health.ny.gov

New York State Department Of Health
Health Research, Inc. - PH Infrastructure, Workforce & Data Systems
 EXHIBIT B - Budget

Contractor : Albany County Department of Health

Contract Period : 12/1/22 - 11/30/27

Contract # : (for DOH use only)

HRI Account # : 15-2085-01

See instructions for important information. For budget modifications, be sure to sign and date (see below) and submit this page as a pdf. In addition, submit the entire budget file in Excel.

SUMMARY BUDGET

Budget Categories	Award	Original Budget	Modification	Revised Budget
SALARIES / PERSONNEL		\$ -	\$ -	\$ -
FRINGE BENEFITS		\$ -	\$ -	\$ -
SUPPLIES		\$ -	\$ -	\$ -
TRAVEL		\$ -	\$ -	\$ -
EQUIPMENT		\$ -	\$ -	\$ -
MISCELLANEOUS		\$ 14,807	\$ -	\$ 14,807
CONTRACTUAL / CONSULTANT		\$ -	\$ -	\$ -
ADMINISTRATIVE COSTS		\$ -	\$ -	\$ -
SUBTOTAL		\$ 14,807	\$ -	\$ 14,807
TOTAL 5 YEAR AWARD	\$ 740,394			
Year 1	\$ 148,082	\$ 133,275		\$ 133,275
Year 2	\$ 148,078	\$ 148,078		\$ 148,078
Year 3	\$ 148,078	\$ 148,078		\$ 148,078
Year 4	\$ 148,078	\$ 148,078		\$ 148,078
Year 5	\$ 148,078	\$ 148,078		\$ 148,078
DIRECT ASSISTANCE	\$ -	\$ -	\$ -	\$ -
RESTRICTED (For NYSDOH use only)	\$ 5,000,000	\$ 5,000,000		\$ 5,000,000
TOTAL :	\$ 5,740,394	\$ 5,740,394	\$ -	\$ 5,740,394

Reason for Proposed Changes (for budget modifications):

Contractor

Authorized Signature:

Date:

Miscellaneous

Contractor: Albany County Department of Health
Contract Period: 12/1/22 - 11/30/27

Funds may be used to support program-related miscellaneous costs. All services must be provided within the contract period (services provided prior to the beginning or after the end date of the contract are not allowable costs for reimbursement).

If your budget includes cell phones, AirCards, internet services, software, or other items assigned to individuals: Provide the name, title and role of staff that will be assigned the items, and a justification for need. Confirm that the items will be used 100% for contract activities. If the items or services are used for other purposes then the total cost must be allocated appropriately to all programs that will benefit.

Stipends: Fellowship stipends may be included under the Miscellaneous category in lieu of paying a salary. Provide the fellow name, title, annual stipend and description of fellowship responsibilities. Fellows may also be support by a salary. See Personal Services.

<u>Item Description</u>	<u>Amount</u>
10% of Year 1 Allocation	\$ 14,807

Total Miscellaneous Requested : \$ 14,807

Justification

Restricted

Contractor: Albany County Department of Health
Contract Period: 12/1/22 - 11/30/27

FOR NYSDOH USE ONLY

Purpose/Destination

Amount

Placeholder

\$ 5,000,000

Total Restricted: \$ 5,000,000

Justification

NYSDOH Note: Items in the Restricted budget category are not reimbursable.

Direct Assistance Budget Summary

Instructions: Below are the 3 current titles, costs and qualifications you may choose from, please complete the yellow-shaded sections of the worksheet below. If these will not fit your needs, please send us job qualifications so we can discuss this with the contractor.

NYSDOH Note: Items in the Direct Assistance budget category are not reimbursable through this contracts.

Public Consulting Group, Direct Assistance Staffing

Title	Hourly Pay Rate	Hourly Cost
Public Health Specialist	\$ 24.00	\$ 43.00
Public Health Specialist II	\$ 29.50	\$ 50.00
Senior Public Health Specialist	\$ 35.00	\$ 58.00

Columns G & H contain formulas

Personnel	Name	Hourly Cost	# of Hrs/Wk	Start Date	End Date	Total Paid	
						# of Weeks	Actual/Projected
Total							

Public Health Specialist - Qualifications

- A minimum of a high-school diploma or equivalent required; bachelor's degree is preferred. Experience in public health and/or clinical medicine a plus.
- Must be a NYS resident with familiarity of NYS geography, cities/towns/locations.
- Preference given to those who live within commuting distance of the official work location.
- Familiarity with and experience working in a health system in NYS is preferred. This includes, but is not limited to, hospitals, health care providers, health regulatory organizations, or schools.
- A flexible, adaptive, and composed attitude with the ability to interact professionally with culturally diverse individuals.
- Excellent organizational and communication skills.
- Critical thinking and sound judgment required.
- Ability to handle confidential information with discretion and professionalism.
- Experience leading tracking and reporting processes.
- Proficiency with computers including data entry into electronic tracking systems and running summary reports.
- Phenomenal work ethic with a positive attitude.
- Employment is contingent on completion of a background check by NY State.
- Own telephone, computer, wireless internet (WiFi) and electronic equipment.
- Must have access to a working PC with Windows 10, Antivirus Protection: Windows Defender and Windows Firewall; or Mac with Apple OS X 10.13, Antivirus Protection: Sophos; and personal mobile device to use for this job.

Public Health Specialist II – Qualifications

- This position is intended to execute complex tasks independently as well as coordinate the tasks of other team members.
- A minimum of a bachelor's degree is required. Experience in clinical medicine and/or public health a plus.
 - At least one year of experience within a health, public health, education, human services, or community-based organization, or institutional setting.
 - Experience working in a health system in NYS. This includes but is not limited to hospitals, health care providers, health regulatory organizations, community resources, social services or schools in NYS.
 - A flexible, adaptive, and composed attitude with the ability to interact professionally with culturally diverse individuals.
 - Excellent organizational and communication skills.
 - Critical thinking and sound judgment required.
 - Ability to handle confidential information with discretion and professionalism.
 - Experience leading tracking and reporting processes.
 - Proficiency with computers including data entry into electronic tracking systems and running summary reports.
 - Phenomenal work ethic with a positive attitude.
 - Employment is contingent on completion of a background check by NY State.
 - Must be a NYS resident with familiarity of NYS geography, cities/towns/locations.
 - Preference given to those who live within commuting distance to the official work location.
 - Own telephone, computer, wireless internet (WiFi) and electronic equipment.
 - Must have access to a working PC with Windows 10, Antivirus Protection: Windows Defender and Windows Firewall; or Mac with Apple OS X 10.13, Antivirus Protection: Sophos; and personal mobile device to use for this job.

Senior Public Health Specialist – Qualifications

- This position is intended to perform specialized/supervisory duties, such as serving as a subject matter expert, leading small teams, or providing other management of COVID-19 support services.
- A minimum of a bachelor's degree is required. Experience in clinical medicine and/or public health a plus.
 - At least three years of supervisory/management experience within a health, public health, education, human services, or community-based organization, or institutional setting.
 - Strong relationships and experience working in a health system in NYS. This includes but is not limited to hospitals, health care providers, health regulatory organizations, community resources, social services or schools in NYS.
 - Experience planning, directing and overseeing the work of others.
 - A flexible, adaptive, and composed attitude with the ability to interact professionally with culturally diverse individuals.
 - Excellent organizational and communication skills.
 - Critical thinking and sound judgment required.
 - Ability to handle confidential information with discretion and professionalism.
 - Experience leading tracking and reporting processes.
 - Proficiency with computers including data entry into electronic tracking systems and running summary reports.
 - Phenomenal work ethic with a positive attitude.
 - Employment is contingent on completion of a background check by NY State.
 - Must be a NYS resident with familiarity of NYS geography, cities/towns/locations.
 - Preference given to those who live within commuting distance to the official work location.
 - Must own telephone, computer, wireless internet (WiFi) and electronic equipment. Must have access to a working PC with Windows 10, Antivirus Protection: Windows Defender and Windows Firewall; or Mac with Apple OS X 10.13, Antivirus Protection: Sophos; and personal mobile device to use for this job.

Goals

Contractor: Albany County Department of Health

Contract Period: 12/1/22 - 11/30/27

1. How does the LHD plan to deploy these funds?

Justification

The plan is to use these funds to hire two staff and retain one staff. A small portion of this funding would be used toward investing in staff retention with providing bonuses for employees who did not get the healthcare worker bonuses.

2. Recognizing the intention of CDC to strengthen the public health infrastructure AND improve health outcomes in health among socially and economically marginalized communities, please describe how the LHD's use of these funds will contribute to improvements in health in socially and economically marginalized communities within the jurisdiction?

Justification

Our focus is 2 core issues, our chronically ill population and our Maternal Child Health population which are both addressed in the CHA/CHIP with the addition of 2 Community Health Workers.

3. Drawing from your jurisdictions Community Health Assessment and Health Improvement Plan, please briefly describe the communities with greatest need and describe how strengthening the local public health infrastructure will improve the LHD's ability to address health inequities in the community.

Justification

Exhibit C
Reporting, Vouchering and Other Requirements

The **Reporting Frequency** for this Contract shall be:

- Monthly Quarterly Semi Annually Annually
- Other (specify)_____

Voucher /Reports submission:

The Contractor shall submit all vouchers and reports required hereunder to the address noted below:

Email: nyspheap@health.ny.gov.



EXHIBIT D

Recipient Information

1. Recipient Name

HEALTH RESEARCH, INC.
150 Broadway STE 280
Menands, NY 12204-2732
[No Phone Record]

2. Congressional District of Recipient

20

3. Payment System Identifier (ID)

1141402155B1

4. Employer Identification Number (EIN)

141402155

5. Data Universal Numbering System (DUNS)

002436061

6. Recipient's Unique Entity Identifier (UEI)

G9H6SUM59YC4

7. Project Director or Principal Investigator

Dr. Ursula Bauer
ursula.bauer@health.ny.gov
518-408-2063

8. Authorized Official

Mrs. Cheryl A. Mattox
Authorizing Official
hringa@healthresearch.org
(581) 431-1200

Federal Agency Information

CDC Office of Financial Resources

9. Awarding Agency Contact Information

Kristal Thompson-Black
Grants Management Specialist
fmn4@cdc.gov
770-488-2734

10. Program Official Contact Information

Matthew McCaleb
Program Officer
uhe6@cdc.gov
1111111111

Federal Award Information

11. Award Number

1 NE11OE000016-01-00

12. Unique Federal Award Identification Number (FAIN)

NE11OE000016

13. Statutory Authority

317(K)(2) OF PHSA 42USC 247B(K)(2)

14. Federal Award Project Title

Strengthening NYSDOH Public Health Infrastructure, Workforce and Data Systems

15. Assistance Listing Number

93.967

16. Assistance Listing Program Title

CDC's Collaboration with Academia to Strengthen Public Health

17. Award Action Type

New

18. Is the Award R&D?

No

Summary Federal Award Financial Information

19. Budget Period Start Date	12/01/2022	- End Date	11/30/2023
20. Total Amount of Federal Funds Obligated by this Action			\$112,402,077.00
20a. Direct Cost Amount			\$101,716,071.00
20b. Indirect Cost Amount			\$10,686,006.00
21. Authorized Carryover			\$0.00
22. Offset			\$0.00
23. Total Amount of Federal Funds Obligated this budget period			\$0.00
24. Total Approved Cost Sharing or Matching, where applicable			\$0.00
25. Total Federal and Non-Federal Approved this Budget Period			\$112,402,077.00
26. Period of Performance Start Date	12/01/2022	- End Date	11/30/2027
27. Total Amount of the Federal Award including Approved Cost Sharing or Matching this Period of Performance			\$112,402,077.00

28. Authorized Treatment of Program Income

ADDITIONAL COSTS

29. Grants Management Officer - Signature

Lakita Reid

30. Remarks



Award# 1 NE11OE000016-01-00

FAIN# NE11OE000016

Federal Award Date: 11/29/2022

Recipient Information
Recipient Name HEALTH RESEARCH, INC. 150 Broadway STE 280 Menands, NY 12204-2732 [No Phone Record]
Congressional District of Recipient 20
Payment Account Number and Type 1141402155B1
Employer Identification Number (EIN) Data 141402155
Universal Numbering System (DUNS) 002436061
Recipient's Unique Entity Identifier (UEI) G9H6SUM59YC4
31. Assistance Type Project Grant
32. Type of Award Other

33. Approved Budget (Excludes Direct Assistance)	
I. Financial Assistance from the Federal Awarding Agency Only II. Total project costs including grant funds and all other financial participation	
a. Salaries and Wages	\$34,372,502.00
b. Fringe Benefits	\$13,001,161.00
c. Total Personnel Costs	\$47,373,663.00
d. Equipment	\$95,366.00
e. Supplies	\$450,951.00
f. Travel	\$764,400.00
g. Construction	\$0.00
h. Other	\$848,244.00
i. Contractual	\$52,183,447.00
j. TOTAL DIRECT COSTS	\$101,716,071.00
k. INDIRECT COSTS	\$10,686,006.00
l. TOTAL APPROVED BUDGET	\$112,402,077.00
m. Federal Share	\$112,402,077.00
n. Non-Federal Share	\$0.00

34. Accounting Classification Codes							
FY-ACCOUNT NO.	DOCUMENT NO.	ADMINISTRATIVE CODE	OBJECT CLASS	CFDA NO.	AMT ACTION FINANCIAL ASSISTANCE	APPROPRIATION	
3-9390JXA	23NE11OE000016A2	OE	410U	93.967	\$4,613,735.00	75-2224-0943	
3-9390LIZ	23NE11OE000016A1C6	OE	410U	93.967	\$107,788,342.00	75-X-0140	



DEPARTMENT OF HEALTH AND HUMAN SERVICES Notice of Award

Centers for Disease Control and Prevention

Award# 1 NE11OE000016-01-00

FAIN# NE11OE000016

Federal Award Date: 11/29/2022

Direct Assistance

BUDGET CATEGORIES	PREVIOUS AMOUNT (A)	AMOUNT THIS ACTION (B)	TOTAL (A + B)
Personnel	\$0.00	\$0.00	\$0.00
Fringe Benefits	\$0.00	\$0.00	\$0.00
Travel	\$0.00	\$0.00	\$0.00
Equipment	\$0.00	\$0.00	\$0.00
Supplies	\$0.00	\$0.00	\$0.00
Contractual	\$0.00	\$0.00	\$0.00
Construction	\$0.00	\$0.00	\$0.00
Other	\$0.00	\$0.00	\$0.00
Total	\$0.00	\$0.00	\$0.00

AWARD ATTACHMENTS

HEALTH RESEARCH, INC.

1 NE11OE000016-01-00

1. Award Terms and Conditions

AWARD INFORMATION

Incorporation: In addition to the federal laws, regulations, policies, and CDC General Terms and Conditions for Non-research awards at <https://www.cdc.gov/grants/federal-regulations-policies/index.html>, the Centers for Disease Control and Prevention (CDC) hereby incorporates Notice of Funding Opportunity (NOFO) number OE22-2203, entitled Strengthening U.S. Public Health Infrastructure, Workforce, and Data Systems , and application dated August 15, 2022, as may be amended, which are hereby made a part of this Non-research award, hereinafter referred to as the Notice of Award (NoA).

Approved Funding: Funding in the amount of **\$113,684,180** is approved for the Year 1 budget period, which is December 1, 2022 through November 30, 2023. All future year funding will be based on satisfactory programmatic progress and the availability of funds.

The federal award amount is subject to adjustment based on total allowable costs incurred and/or the value of any third-party in-kind contribution when applicable.

Note: Refer to the Payment Information section for Payment Management System (PMS) subaccount information.

Component/Project Funding: The NOFO provides for the funding of multiple components/strategies under this award. The approved component funding levels for this notice of award are:

NOFO Component	Amount
Strategy A1 - Workforce	\$ 107,788,342.00
Strategy A2 - Foundational Capabilities	\$ 4,613,735

The following component/strategy is approved but unfunded:

NOFO Component	Amount
Strategy A3: Data Modernization	\$ 1,282,103

Available Funding:

Funding in the amount of \$112,402,077 in Financial Assistance (FA) is awarded on this NoA.

The remainder of the budget period Approved Funding amount is subject to the availability of funds.

Financial Assistance Mechanism: Grant

Budget Revision Requirement: By January 16, 2023 the recipient must submit a revised budget with a narrative justification. Failure to submit the required information in a timely manner may

adversely affect the future funding of this project. If the information cannot be provided by the due date, you are required to contact the GMS/GMO identified in the CDC Staff Contacts section of this notice before the due date. Please use the Budget Preparation Guidance <https://www.cdc.gov/grants/documents/budget-preparation-guidance.pdf>

- Recipient must submit a revised budget and narrative for revised funding total. Please follow the budget preparation guidelines and include the following:
 - Salaries and wages of the staff member for each position, a job description and each position's time and effort. If a position is vacant budget for a minimum of nine months for the first year to allow time for the hiring process; this also applies to contractors/consultants.
 - Fringe calculations should match the time and effort for all positions and include a breakdown of what is included in the fringe calculation (FICA, Worker's Comp, etc).
 - Clarify fringe benefits inconsistencies per the federally negotiated fringe rate agreement dated September 16, 2021.
 - The budget request the fringe benefit rate for the five-year duration of the grant. This rate is valid for years one through three. The recipient will be required to submit a new rate agreement for years four and five.
 - Itemize supplies and other costs with the item name, number of each item requested and the unit cost of each item.
 - Items under \$5,000 with a useful life of less than 1 year should be included in supplies.
 - Items over \$5,000 should be included in Equipment. Equipment requests should include a strong justification.
 - Itemize travel costs to not exceed your state or GSA standard please include the name/positions of proposed travelers, number of travelers, number of days for per diem and lodging, cost of per diem and lodging, ground transportation, baggage fees, etc. Mileage reimbursement should include number of trips, number of miles per trip, and the mileage reimbursement rate. All travel should include a description and relevance to the project. Include travel costs for recipient staff costs only. Travel for contractors or consultants should be listed in their itemized budgets and travel for advisory committee members or others should be included in other costs.
 - Proposed contractors should include all 6 elements listed on page 6 of the Budget Preparation Guidelines. Proposed consultants should include all 7 elements listed on page 2 of the Budget Preparation Guidelines.

Expanded Authority: The recipient is permitted the following expanded authority in the administration of the award.

- Carryover of unobligated balances from one budget period to a subsequent budget period. Unobligated funds may be used for purposes within the scope of the project as originally approved. Recipients will report use, or intended use, of unobligated funds in Section 12 "Remarks" of the annual Federal Financial Report. If the GMO determines that some or all

of the unobligated funds are not necessary to complete the project, the GMO may restrict the recipient's authority to automatically carry over unobligated balances in the future, use the balance to reduce or offset CDC funding for a subsequent budget period, or use a combination of these actions.

FUNDING RESTRICTIONS AND LIMITATIONS

Indirect Costs: Indirect costs are approved based on the negotiated indirect cost rate agreement dated September 16, 2021, which calculates indirect costs as follows, a Provisional rate of 18.9% of the base, which includes, (a) Institutional – (2) The Institutional rate is applicable to the following: Helen Hayes Hospital and The Wadsworth Center for Laboratories and Research. (b) Non-Institutional – (3) Non-Institutional rate is applicable to the following: Community Health, AIDS Institute, Environmental Health, Health Education Promotion, Health Care Financing, Health Care Standards, Health Facilities Planning, Vital Records, Oxford Home for Veterans, N.Y.C. Home for Veterans, and Western New York Veterans Home. The effective dates of this indirect cost rate are from April 1, 2022 to March 31, 2025.

Please Note: The application and budget request the indirect rate for the five-year duration of the project. This rate is valid for years one through three. The recipient will be required to submit a new rate agreement for years four and five.

REPORTING REQUIREMENTS

Recipient Evaluation and Performance Measurement Plan (required)

With support from CDC, recipients must elaborate on their initial applicant evaluation and performance measurement plan. This plan must be no more than 20 pages; recipients must submit the plan 6 months into the award. HHS/CDC will review and approve the recipient's monitoring and evaluation plan to ensure that it is appropriate for the activities to be undertaken as part of the agreement, for compliance with the monitoring and evaluation guidance established by HHS/CDC, or other guidance otherwise applicable to this Agreement.

Recipient Evaluation and Performance Measurement Plan (required): This plan should provide additional detail on the following:

Performance Measurement

- Performance measures and targets
- The frequency that performance data are to be collected.
- How performance data will be reported.
- How quality of performance data will be assured.
- How performance measurement will yield findings to demonstrate progress towards achieving NOFO goals (e.g., reaching target populations or achieving expected outcomes).

- Dissemination channels and audiences.
- Other information requested as determined by the CDC program.

Evaluation

- The types of evaluations to be conducted (e.g. process or outcome evaluations).
- The frequency that evaluations will be conducted.
- How evaluation reports will be published on a publicly available website.
- How evaluation findings will be used to ensure continuous quality and program improvement.
- How evaluation will yield findings to demonstrate the value of the NOFO (e.g., effect on improving public health outcomes, effectiveness of NOFO, cost-effectiveness or cost-benefit).
- Dissemination channels and audiences.

HHS/CDC or its designee will also undertake monitoring and evaluation of the defined activities within the agreement. The recipient must ensure reasonable access by HHS/CDC or its designee to all necessary sites, documentation, individuals and information to monitor, evaluate and verify the appropriate implementation the activities and use of HHS/CDC funding under this Agreement.

Required Disclosures for Federal Awardee Performance and Integrity Information System

(FAPIS): Consistent with 45 CFR 75.113, applicants and recipients must disclose in a timely manner, in writing to the CDC, with a copy to the HHS Office of Inspector General (OIG), all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Subrecipients must disclose, in a timely manner in writing to the prime recipient (pass through entity) and the HHS OIG, all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Disclosures must be sent in writing to the CDC and to the HHS OIG at the following addresses:

CDC, Office of Grants Services
Kristal Thompson-Black, Grants Management Officer/Specialist
Centers for Disease Control and Prevention
Branch 3, Office of Financial Services
2939 Flowers RD.
Atlanta, GA 30341
Email: fmn4@cdc.gov (Include "Mandatory Grant Disclosures" in subject line)

AND

U.S. Department of Health and Human Services
Office of the Inspector General
ATTN: Mandatory Grant Disclosures, Intake Coordinator
330 Independence Avenue, SW

Cohen Building, Room 5527
Washington, DC 20201

Fax: (202)-205-0604 (Include "Mandatory Grant Disclosures" in subject line) or
Email: MandatoryGranteeDisclosures@oig.hhs.gov

Recipients must include this mandatory disclosure requirement in all subawards and contracts under this award.

Failure to make required disclosures can result in any of the remedies described in 45 CFR 75.371. Remedies for noncompliance, including suspension or debarment (See 2 CFR parts 180 and 376, and 31 U.S.C. 3321).

CDC is required to report any termination of a federal award prior to the end of the period of performance due to material failure to comply with the terms and conditions of this award in the OMB-designated integrity and performance system accessible through SAM (currently FAPIIS). (45 CFR 75.372(b)) CDC must also notify the recipient if the federal award is terminated for failure to comply with the federal statutes, regulations, or terms and conditions of the federal award. (45 CFR 75.373(b))

PAYMENT INFORMATION

The HHS Office of the Inspector General (OIG) maintains a toll-free number (1-800-HHS-TIPS [1-800-447-8477]) for receiving information concerning fraud, waste, or abuse under grants and cooperative agreements. Information also may be submitted by e-mail to hhstips@oig.hhs.gov or by mail to Office of the Inspector General, Department of Health and Human Services, Attn: HOTLINE, 330 Independence Ave., SW, Washington DC 20201. Such reports are treated as sensitive material and submitters may decline to give their names if they choose to remain anonymous.

Payment Management System Subaccount: Funds awarded in support of approved activities have been obligated in a subaccount in the PMS, herein identified as the "P Account". Funds must be used in support of approved activities in the NOFO and the approved application.

This award contains funding from multiple components. The grant document number identified beginning on the bottom of Page 2 of the Notice of Award and component name, and below subaccount title(s) must be known to draw down funds.

<u>Component:</u> Strategy A1

<u>Document Number:</u> 23NE11OE000016A1
--

<u>Component:</u> Strategy A2

<u>Document Number:</u> 23NE11OE000016A2
--

Attachment A
General Terms and Conditions - Health Research Incorporated Contracts

1. **Term** - This Agreement shall be effective and allowable costs may be incurred by the Contractor from the Contract Start Date through the Contract End Date, (hereinafter, the "Term") unless terminated sooner as hereinafter provided or extended by mutual agreement of the parties.
2. **Allowable Costs/Contract Amount –**
 - a) In consideration of the Contractor's performance under this Agreement, HRI shall reimburse the Contractor for allowable costs incurred in performing the Scope of Work, which is attached hereto as Exhibit A, in accordance with the terms and subject to the limits of this Agreement.
 - b) It is expressly understood and agreed that the aggregate of all allowable costs under the Agreement shall in no event exceed the Total Contract Amount, except upon formal amendment of this Agreement as provided herein below.
 - c) The allowable cost of performing the work under this Agreement shall be the costs approved in the Budget attached hereto as Exhibit B and actually incurred by the Contractor, either directly incident or properly allocable, to the Agreement, in the performance of the Scope of Work. For work performed under a Scope of Work that results from a federally funded grant or contract, Contractor's costs must be in accordance with cost principles of the Department of Health and Human Services Grants Policy Statement (HHS GPS). To be allowable, a cost must be reasonable, necessary, and cost-effective (as reasonably determined by HRI). In calculating costs, the accounting practices of Contractor must be based on generally accepted accounting principles and practices appropriate to the circumstances and consistent with other comparable activities of Contractor. Costs resulting from inconsistent practices in excess of the amount that would have resulted from using practices consistent with this Section 2(c) are unallowable. Contractor shall supply documentation of such policies and procedures to HRI when requested.
 - d) Irrespective of whether the "Audit Requirements" specified in paragraph 3(a) are applicable to this Agreement, all accounts and records of cost relating to this Agreement shall be subject to audit by HRI or its duly authorized representative(s) and/or the Project Sponsor during the Term and for three years after the final voucher is submitted for payment. This provision includes the right for HRI to request copies of source documentation in support of any costs claimed. If an audit is started before the expiration of the 3-year period, the records must be retained until all findings involving the records have been resolved and final action taken. Any reimbursement made by HRI under this Agreement shall be subject to retroactive correction and adjustment upon such audits. The Contractor agrees to repay HRI promptly any amount(s) determined on audit to have been incorrectly paid. HRI retains the right, to the extent not prohibited by law or its agreements with the applicable Project Sponsor(s) to recoup any amounts required to be repaid by the Contractor to HRI by offsetting those amounts against amounts due to the Contractor from HRI pursuant to this or other agreements. The Contractor shall maintain appropriate and complete accounts, records, documents, and other evidence showing the support for all costs incurred under this Agreement.
3. **Administrative, Financial and Audit Regulations –**
 - a) This Agreement shall be audited, administered, and allowable costs shall be determined in accordance with the terms of this Agreement and the requirements and principles applicable to the Contractor as noted below, including, but not limited to, the Office of Management and Budget (OMB) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (referred to herein as the "Uniform Guidance") as codified in Title 2 of the Code of Federal Regulations. The federal regulations specified below apply to the Contractor (excepting the "Audit Requirements," which apply to federally- funded projects only), regardless of the source of the funding specified (federal/non-federal) on the face page of this Agreement. For non-federally funded projects any right granted by the regulation to the federal sponsor shall be deemed granted to the Project Sponsor. It is understood that a Project Sponsor may impose restrictions/requirements beyond those noted below in which case such restrictions/requirements will be noted in Attachment B Program Specific Clauses.

Contractor Type	Administrative Requirements	Cost Principles	Audit Requirements Federally Funded Only
College or University	Uniform Guidance	Uniform Guidance	Uniform Guidance
Not-for-Profit	Uniform Guidance	Uniform Guidance	Uniform Guidance
State, Local Gov. or Indian Tribe	Uniform Guidance	Uniform Guidance	Uniform Guidance
For-Profit	45 CFR Part 74	48 CFR Part 31.2	Uniform Guidance
Hospitals	2 CFR Part 215	45 CFR Part 74	Uniform Guidance

- b) If this Agreement is federally funded, the Contractor will provide copies of audit reports required under any of the above audit requirements to HRI within 30 days after completion of the audit.

4. Payments -

- a) No payments will be made by HRI until such time as HRI is in receipt of the following items:
- Insurance Certificates pursuant to Article 9;
 - A copy of the Contractor's latest audited financial statements (including management letter if requested);
 - A copy of the Contractor's most recent 990 or Corporate Tax Return;
 - A copy of the Contractor's approved federal indirect cost rate(s) and fringe benefit rate (the "federal rates"); or documentation (which is acceptable to HRI) which shows the Contractor's methodology for allocating these costs to this Agreement. If, at any time during the Term the federal rates are lower than those approved for this Agreement, the rates applicable to this Agreement will be reduced to the federal rates;
 - A copy of the Contractor's time and effort reporting system procedures (which are compliant with the Uniform Guidance) if salaries and wages are approved in the Budget.
 - A copy of equipment policy if equipment is in the approved budget.
 - Further documentation as requested by HRI to establish the Contractor's fiscal and programmatic capability to perform under this Agreement.

Unless and until the above items are submitted to and accepted by HRI, the Contractor will incur otherwise allowable costs at its own risk and without agreement that such costs will be reimbursed by HRI pursuant to the terms of this Agreement. No payments, which would otherwise be due under this Agreement, will be due by HRI until such time, if ever, as the above items are submitted to and accepted by HRI.

- b) The Contractor shall submit voucher claims and reports of expenditures at the Required Voucher Frequency noted on the face page of this Agreement, in such form and manner, as HRI shall require. HRI will reimburse Contractor upon receipt of expense vouchers pursuant to the Budget in Exhibit B, so long as Contractor has adhered to all the terms of this Agreement and provided the reimbursement is not disallowed or disallowable under the terms of this Agreement. All information required on the voucher must be provided or HRI may pay or disallow the costs at its discretion. HRI reserves the right to request additional back up documentation on any voucher submitted. Further, all vouchers must be received within thirty (30) days of the end of each period defined as the Required Voucher Frequency (i.e. each month, each quarter). Contractor shall submit a final voucher designated by the Contractor as the "Completion Voucher" no later than sixty (60) days from termination of the Agreement. Vouchers received after the 60 day period may be paid or disallowed at the discretion of HRI.
- c) The Contractor agrees that if it shall receive or accrue any refunds, rebates, credits or other amounts (including any interest thereon) that relate to costs for which the Contractor has been reimbursed by HRI under this Agreement it shall notify HRI of that fact and shall pay or, where appropriate, credit HRI those amounts.
- d) The Contractor represents, warrants and certifies that reimbursement claimed by the Contractor under this Agreement shall not duplicate reimbursement received from other sources, including, but not limited to client fees, private insurance, public donations, grants, legislative funding from units of government, or any other source. The terms of this paragraph shall be deemed continuing representations upon which HRI has relied in entering into and which are the essences of its agreements herein.
5. **Termination** - Either party may terminate this Agreement with or without cause at any time by giving thirty (30) days written notice to the other party. HRI may terminate this Agreement immediately upon written notice to the Contractor in the event of a material breach of this Agreement by the Contractor. It is understood and agreed, however, that in the event that Contractor is in default upon any of its obligations hereunder at the time of any termination, such right of termination shall be in addition to any other rights or remedies which HRI may have against Contractor by reason of such default. Upon termination of the Agreement by either party for any reason, Contractor shall immediately turn over to HRI any works in progress, materials, and deliverables (whether completed or not) related to the services performed up to the date of termination.
6. **Representations and Warranties** – Contractor represents and warrants that:
- a) it has the full right and authority to enter into and perform under this Agreement;
 - b) it will perform the services set forth in Exhibit A in a workmanlike manner consistent with applicable industry practices;
 - c) the services, work products, and deliverables provided by Contractor will conform to the specifications in Exhibit A;
 - d) there is no pending or threatened claim or litigation that would have a material adverse impact on its ability to perform as required by this Agreement.

7. Indemnity - To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend HRI, its agents, employees, officers, board members, the New York State Department of Health, and the People of the State of New York against all claims, damages, losses or expenses including but not limited to attorneys' fees arising out of or resulting from the performance of the agreement, provided any such claim, damage, loss or expense arises out of, or in connection with, any act or omission by Contractor, or anyone directly or indirectly employed or contracted by Contractor, in the performance of services under this Agreement, and such acts or omissions (i) constitute negligence, willful misconduct, or fraud; (ii) are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including loss of use resulting there from; (iii) cause the breach of any confidentiality obligations set forth herein; (iv) relate to any claim for compensation and payment by any employee or agent of Contractor; (v) result in intellectual property infringement or misappropriation by Contractor, its employees, agents, or subcontractors; or (vi) are violations of regulatory or statutory provisions of the New York State Labor Law, OSHA or other governing rule or applicable law. The obligation of the Contractor to indemnify any party under this paragraph shall not be limited in any manner by any limitation of the amount of insurance coverage or benefits including workers' compensation or other employee benefit acts provided by the Contractor. In all subcontracts entered into by the Contractor related to performance under this Agreement, the Contractor will include a provision requiring the subcontractor to provide the same indemnity and hold harmless to the indemnified parties specified in this paragraph.

8. Amendments/Budget Changes –

- a) This Agreement may be changed, amended, modified or extended only by mutual consent of the parties provided that such consent shall be in writing and executed by the parties hereto prior to the time such change shall take effect, with the exception of changes and amendments that are made mandatory by the Project Sponsor under the sponsoring grant/contract, which will take effect in accordance with the Project Sponsor's requirements and schedule.
- b) In no event shall there be expenses charged to a restricted budget category without prior written consent of HRI.
- c) The Budget Flexibility Percentage indicates the percent change allowable in each category of the Budget, with the exception of a restricted budget category. As with any desired change to this Agreement, budget category deviations exceeding the Budget Flexibility Percentage in any category of the Budget are not permitted unless approved in writing by HRI. In no way shall the Budget Flexibility Percentage be construed to allow the Contractor to exceed the Total Contract Amount less the restricted budget line, nor shall it be construed to permit charging of any unallowable expense to any budget category. An otherwise allowable charge is disallowed if the charge amount plus any Budget Flexibility Percentage exceeds the amount of the budget category for that cost.

9. Insurance –

- a) The Contractor shall maintain or cause to be maintained, throughout the Term, insurance or self-insurance equivalents of the types and in the amounts specified in section b) below. Certificates of Insurance shall evidence all such insurance. It is expressly understood that the coverage's and limits referred to herein shall not in any way limit the liability of the Contractor. The Contractor shall include a provision in all subcontracts requiring the subcontractor to maintain the same types and amounts of insurance specified in b) below.
- b) The Contractor shall purchase and maintain at a minimum the following types of insurance coverage and limits of liability:
 - 1) Commercial General Liability (CGL) with limits of insurance of not less than \$1,000,000 each Occurrence and \$2,000,000 Annual Aggregate. If the CGL coverage contains a General Aggregate Limit, such General Aggregate shall apply separately to each project. HRI and the People of the State of New York shall be included as Additional Insureds on the Contractor's CGL, using ISO Additional Insured Endorsement CG 20 10 11 85 or an endorsement providing equivalent coverage to the Additional Insureds. The CGL insurance for the Additional Insureds shall be as broad as the coverage provided for the Named Insured Contractor. It shall apply as primary and non-contributing insurance before any insurance maintained by the Additional Insureds.
 - 2) Business Automobile Liability (AL) with limits of insurance of not less than \$1,000,000 each accident. AL coverage must include coverage for liability arising out of all owned, leased, hired and non-owned automobiles.
 - 3) Workers Compensation (WC) & Employers Liability (EL) with limits of insurance of not less than \$100,000 each accident for bodily injury by accident and \$100,000 each employee for injury by disease.
 - 4) If specified by HRI, Professional Liability Insurance with limits of liability of \$1,000,000 each occurrence and \$3,000,000 aggregate.
- c) Provide that such policy may not be canceled or modified until at least 30 days after receipt by HRI of written notice thereof; and

d) Be reasonably satisfactory to HRI in all other respects.

10. Publications and Conferences –

- a) All written materials, publications, journal articles, audio-visuals that are either presentations of, or products of the Scope of Work which are authorized for publication or public dissemination, subject to the confidentiality restrictions herein, will acknowledge HRI, the New York State Department of Health (DOH) and the Project Sponsor and will specifically reference the Sponsor Reference Number as the contract/grant funding the work with a disclaimer, as appropriate, such as: “The content of this publication (journal article, etc.) is solely the responsibility of the authors and does not necessarily represent the official views of HRI or the Project Sponsor. This requirement shall be in addition to any publication requirements or provisions specified in Attachment B – Program Specific Clauses.
- b) Conference Disclaimer: Where a conference is funded by a grant, cooperative agreement, sub-grant and/or a contract the recipient must include the following statement on conference materials, including promotional materials, agenda, and Internet sites, “Funding for this conference was made possible (in part) by the <insert Project Sponsor name>. The views expressed in written conference materials or publications and by speakers and moderators do not necessarily reflect the official policies of HRI, NYS Department of Health or the Project Sponsor, nor does mention of trade names, commercial practices, or organizations imply endorsement by the U.S. Government.”

Use of Logos: In order to avoid confusion as to the conference source or a false appearance of Government, HRI or DOH endorsement, the Project Sponsor, HRI and/or DOH’s logos may not be used on conference materials without the advance, express written consent of the Project Sponsor, HRI and/or DOH.

11. Title -

- a) Unless noted otherwise in an attachment to this Agreement, title to all equipment purchased by the Contractor with funds from this Agreement will remain with Contractor. Notwithstanding the foregoing, at any point during the Term or within 180 days after the expiration of the Term, HRI may require, upon written notice to the Contractor, that the Contractor transfer title to some or all of such equipment to HRI. The Contractor agrees to expeditiously take all required actions to effect such transfer of title to HRI when so requested. In addition to any requirements or limitations imposed upon the Contractor pursuant to paragraph 3 hereof, during the Term and for the 180 day period after expiration of the Term, the Contractor shall not transfer, convey, sublet, hire, lien, grant a security interest in, encumber or dispose of any such equipment. The provisions of this paragraph shall survive the termination of this Agreement.
- b) Contractor acknowledges and agrees that all work products, deliverables, designs, writings, inventions, discoveries, and related materials (collectively, “Works”) made, produced or delivered by Contractor in the performance of its obligations hereunder will be owned exclusively by HRI. All copyrightable Works are “works made for hire”, which are owned by HRI. Contractor will assign, and hereby assigns and transfers to HRI, all intellectual property rights in and to Works, including without limitation, copyrights, patent rights, trademark rights, and trade secret rights. The Contractor shall take all steps necessary to effect the transfer of the rights granted in this paragraph to HRI. As set forth in paragraph 18(d) herein, Standard Patent Rights Clauses under the Bayh-Dole Act (37 C.F.R. 401) are hereby incorporated by reference and shall supersede any terms in this Agreement that may conflict therewith. The provisions of this paragraph shall survive the termination of this Agreement.

12. Confidentiality - 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 or specified in Attachment B, Program Specific Clauses. Contractor acknowledges and agrees that, during the course of performing services under this Agreement, it may receive information of a confidential nature, whether marked or unmarked, (“Confidential Information”). Contractor agrees to protect such Confidential Information with the same degree of care it uses to protect its own confidential information of a similar nature and importance, but with no less than reasonable care. Contractor will not use Confidential Information for any purpose other than to facilitate the provision of services under this Agreement, and Contractor will not disclose Confidential Information in an unauthorized manner to any third party without HRI’s advance written consent.

13. Equal Opportunity and Non-Discrimination - Contractor acknowledges and agrees, whether or not required by Article 15 of the New York State Executive Law (also known as the Human Rights Law) or any other State or Federal statutory or constitutional non-discrimination provisions, that Contractor will not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, sexual orientation, gender identity, national origin, age, disability, pregnancy-related condition, military or veteran status, genetic predisposition or carrier status, marital or familial status, domestic violence victim status, individual’s relationship or association with a member of a protected category or any other basis protected by applicable state and federal law. Furthermore, Contractor agrees that neither it nor its authorized subcontractors, if any, shall, by reason of race, color, creed, religion, sex, sexual orientation, gender identity, national origin, age, disability, pregnancy-related condition, military or veteran status, genetic predisposition or carrier status, marital or

familiar status, domestic violence victim status, individual's relationship or association with a member of a protected category or any other basis protected by applicable state and federal law: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Agreement. Contractor is subject to fines of \$50.00 per person per day for any violation of this provision, or of Section 220-e or Section 239 of the New York State Labor Law, as well as possible termination of this Agreement and forfeiture of all moneys due hereunder for a second or subsequent violation.

14. Use of Names - Unless otherwise specifically provided for in Attachment B, Program Specific Clauses, and excepting the acknowledgment of sponsorship of this work as required in paragraph 10 hereof (Publications), the Contractor will not use the names of Health Research, Inc. the New York State Department of Health, the State of New York or any employees or officials of these entities without the express written approval of HRI.

15. Site Visits and Reporting Requirements -

- a) Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance of the services under this Agreement (collectively, "Records"). The Records must be kept for three years after the final voucher is paid.
- b) HRI and the Project Sponsor or their designee(s) shall have the right to conduct site visits where services are performed and observe the services being performed by the Contractor and any subcontractor and inspect Records. The Contractor shall render all assistance and cooperation to HRI and the Project Sponsor in connection with such visits. The surveyors shall have the authority, to the extent designated by HRI, for determining contract compliance as well as the quality of services being provided.
- c) The Contractor agrees to provide the HRI Project Director, or his or her designee complete reports, including but not limited to, narrative and statistical reports relating to the project's activities and progress at the Reporting Frequency specified in Exhibit C. The format of such reports will be determined by the HRI Project Director and conveyed in writing to the Contractor.

16. Miscellaneous –

- a) Contractor and any subcontractors are independent contractors, not partners, joint venturers, or agents of HRI, the New York State Department of Health or the Project Sponsor; nor are the Contractor's or subcontractor's employees considered employees of HRI, the New York State Department of Health or the Project Sponsor for any reason. Contractor shall pay employee compensation, fringe benefits, disability benefits, workers compensation and/or withholding and other applicable taxes (collectively the "Employers Obligations") when due. The contractor shall include in all subcontracts a provisions requiring the subcontractor to pay its Employer Obligations when due. Contractor is fully responsible for the performance of any independent contractors or subcontractors.
- b) This Agreement may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet, subjected to any security interest or encumbrance of any type, or disposed of without the previous consent, in writing, of HRI.
- c) This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.
- d) Contractor shall have no interest, financial or otherwise, direct or indirect, or engage in any business, transaction, or professional activity, that may create a conflict, or the appearance of a conflict, with the proper discharge of Contractor's duties under this Agreement or the conflict of interest policy of any agency providing federal funding under this Agreement. In the event any actual or potential conflict arises, Contractor agrees to notify HRI in writing within ten (10) days to allow HRI to evaluate any potential or actual conflict. Contractor certifies that it has implemented and is in compliance with a financial conflict of interest policy that complies with 42 CFR Part 50 Subpart F, as may be amended from time to time. Contractor acknowledges that it cannot engage in any work or receive funding from HRI until they have disclosed all financial conflicts of interest and identified an acceptable management strategy to HRI. At HRI's request, Contractor will provide information about how it identified, managed, reduced or eliminated conflicts of interest. Failure to disclose such conflicts or to provide information to HRI may be cause for termination as specified in the Terms & Conditions of this Agreement. HRI shall provide Contractor with a copy of notifications sent to the funding agency under this Agreement.
- e) Regardless of the place of physical execution or performance, this Agreement shall be construed according to the laws of the State of New York and shall be deemed to have been executed in the State of New York. Any action to enforce, arising out of or relating in any way to any of the provisions of this Agreement may only be brought and prosecuted in such court or courts located in the State of New York as provided by law; and the parties' consent to the jurisdiction of said court or courts located in the State of New York and to venue in and for the County of Albany to the exclusion of all other court(s) and to service of process by certified or registered mail, postage prepaid, return

receipt requested, or by any other manner provided by law. The provisions of this paragraph shall survive the termination of this Agreement.

- f) All official notices to any party relating to material terms hereunder shall be in writing, signed by the party giving it, and shall be sufficiently given or served only if sent by registered mail, return receipt requested, addressed to the parties at their addresses indicated on the face page of this Agreement.
- g) If any provision of this Agreement or any provision of any document, attachment or Exhibit attached hereto or incorporated herein by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement but this Agreement shall be reformed and construed as if such invalid provision had never been contained herein and such provision reformed so that it would be valid, operative and enforceable to the maximum extent permitted.
- h) The failure of HRI to assert a right hereunder or to insist upon compliance with any term or condition of this Agreement shall not constitute a waiver of that right by HRI or excuse a similar subsequent failure to perform any such term or condition by Contractor.
- i) It is understood that the functions to be performed by the Contractor pursuant to this Agreement are non-sectarian in nature. The Contractor agrees that the functions shall be performed in a manner that does not discriminate on the basis of religious belief and that neither promotes nor discourages adherence to particular religious beliefs or to religion in general.
- j) In the performance of the work authorized pursuant to this Agreement, Contractor agrees to comply with all applicable project sponsor, federal, state and municipal laws, rules, ordinances, regulations, guidelines, and requirements governing or affecting the performance under this Agreement in addition to those specifically included in the Agreement and its incorporated Exhibits and Attachments.
- k) This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Delivery of an executed signature page to the Agreement by facsimile transmission or PDF shall be as effective as delivery of a manually signed counterpart.
- l) The following pertains only to Contractors located in New York City or doing business in New York City: Contractor agrees it is compliant with NYC Local Law 96 (2018) Stop Sexual Harassment in NYC Act.
- m) Contractor agrees it is compliant with New York State's training requirements for preventing sexual harassment and provides such training on an annual basis, pursuant to Section 201-g of the Labor Law.

17. Federal Regulations/Requirements Applicable to All HRI Agreements -

The following are federal regulations, which apply to all Agreements; regardless of the source of the funding (federal/non-federal) specified on the face page of this Agreement. Accordingly, regardless of the funding source, the Contractor agrees to abide by the following:

- a) Human Subjects, Derived Materials or Data - If human subjects are used in the conduct of the work supported by this Agreement, the Contractor agrees to comply with the applicable federal laws, regulations, and policy statements issued by DHHS in effect at the time the work is conducted, including but not limited to Section 474(a) of the HHS Act, implemented by 45 CFR Part 46 as amended or updated. The Contractor further agrees to complete an OMB No. 0990-0263 form on an annual basis.
- b) Laboratory Animals - If vertebrate animals are used in the conduct of the work supported by this Agreement, the Contractor shall comply with the Laboratory Animal Welfare Act of 1966, as amended (7 USC 2131 et. seq.) and the regulations promulgated thereunder by the Secretary of Agriculture pertaining to the care, handling and treatment of vertebrate animals held or used in research supported by Federal funds. The Contractor will comply with the *HHS Policy on Humane Care and Use of Laboratory Animals by Awardee Institutions* and the *U.S. Government Principles for the Utilization and Care of Vertebrate Animals Used in Testing, Research and Training*.
- c) Research Involving Recombinant DNA Molecules - The Contractor and its respective principle investigators or research administrators must comply with the most recent *Public Health Service Guidelines for Research Involving Recombinant DNA Molecules* published at Federal Register 46266 or such later revision of those guidelines as may be published in the Federal Register as well as current *NIH Guidelines for Research Involving Recombinant DNA Molecules*.
- d) Contractor is required to register with SAM.gov and maintain active status as stated in 2 CFR Subtitle A, Chapter 1, and Part 25. Contractor must maintain the accuracy/currency of the information in SAM at all times during which the

Contractor has an active agreement with HRI. Additionally, the Contractor is required to review and update the information at least annually after the initial registration, and more frequently if required by changes in information.

e) Equal Employment Opportunity – for all agreements

This contractor and subcontractor shall abide by the requirements of 41 CFR 60-1.4(a) which is hereby incorporated herein.

This contractor and subcontractor shall abide by the requirements of 41 CFR 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

This contractor and subcontractor shall abide by the requirements of 41 CFR 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.

f) National Labor Relations Act (Executive Order 13496)

Contractors that are not exempt from the National Labor Relations Act and have contracts, subcontracts or purchase orders subject to EO 13496 must satisfy the requirements of that Executive Order and its implementing regulations at 29 CFR Part 471 to be in compliance with the law.

18. Federal Regulations/Requirements Applicable to Federally Funded Agreements through HRI -

The following clauses are applicable only for Agreements that are specified as federally funded on the Agreement face page:

- a) If the Project Sponsor is an agency of the Department of Health and Human Services: The Contractor must be in compliance with the following Department of Health and Human Services and Public Health Service regulations implementing the statutes referenced below and assures that, where applicable, it has a valid assurance (HHS-690) concerning the following on file with the Office of Civil Rights, Office of the Secretary, HHS.
- 1) Title VI of the Civil Rights Act of 1964 as implemented in 45 CFR Part 80.
 - 2) Section 504 of the Rehabilitation Act of 1973, as amended, as implemented by 45 CFR Part 84.
 - 3) The Age Discrimination Act of 1975 (P.L. 94-135) as amended, as implemented by 45 CFR 1.
 - 4) Title IX of the Education Amendments of 1972, in particular section 901 as implemented at 45 CFR Part 86 (elimination of sex discrimination).
 - 5) Sections 522 and 526 of the HHS Act as amended, implemented at 45 CFR Part 84 (non-discrimination for drug/alcohol abusers in admission or treatment).
 - 6) Section 543 of the HHS Act as amended as implemented at 42 CFR Part 2 (confidentiality of records of substance abuse patients).
 - 7) Trafficking in Persons – subject to the requirement of Section 106 (g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104).
 - 8) HHS regulatory requirements on Responsibility of Applicants for Promoting Objectivity in Research and financial conflicts of interest set forth in 42 C.F.R Parts 50 and 94.
 - 9) Contractor agrees to comply with other requirements of the Project Sponsor, if applicable, set forth in the HHS Grants Policy Statement.
- b) Notice as Required Under Public Law 103-333: If the Project Sponsor is an agency of the Department of Health and Human Services, the Contractor is hereby notified of the following statement made by the Congress at Section 507(a) of Public Law 103-333 (The DHHS Appropriations Act, 1995, hereinafter the "Act"): It is the sense of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available in this Act should be American-made.
- c) Contractor agrees that if the Project Sponsor is other than an agency of the DHHS, items 1, 2, 3 and 4 in subsection a) above shall be complied with as implemented by the Project Sponsor.
- d) Contractor agrees that the Standard Patent Rights Clauses under the Bayh-Dole Act (37 C.F.R 401) are hereby incorporated by reference and shall supersede any terms in this Agreement that may conflict therewith.
- e) Criminal Penalties for Acts Involving Federal Health Care Programs_- Recipients and sub-recipients of Federal funds are subject to the strictures of 42 U.S.C. 1320A-7B(b)) and should be cognizant of the risk of criminal and administrative liability under this statute, including for making false statements and representations and illegal remunerations.

- f) Equipment and Products - To the greatest extent practicable, all equipment and products purchased with federal funds should be American-made.
- g) Acknowledgment of Federal Support – When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part by federal money, all awardees receiving Federal funds, including and not limited to State and local governments and recipients of Federal research grants, shall clearly state (1) the percentage of the total costs of the program or project which will be financed with Federal money, (2) the dollar amount of Federal funds for the project or program, and (3) percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.
- h) Recipients and sub-recipients of Federal funds are subject to the strictures of the Medicare and Medicaid anti-kickback statute (42 U.S.C. 1320a-7b (b) and should be cognizant of the risk of criminal and administrative liability under this statute, specifically under 42 U.S.C. 1320 7b(b) illegal remunerations which states, in part, that whoever knowingly and willfully: (A) Solicits or receives (or offers or pays) any remuneration (including kickback, bribe, or rebate) directly or indirectly, overtly or covertly, in cash or in kind, in return for referring (or to induce such person to refer) and individual to a person for the furnishing or arranging for the furnishing of any item or service, OR (B) in return for purchasing, leasing, ordering, or recommending purchasing, leasing, or ordering, or to purchase, lease, or order, any goods, facility, services, or item for which payment may be made in whole or in part under subchapter XIII of this chapter or a State health care program, shall be guilty of a felony and upon conviction thereof, shall be fined not more than \$25,000 or imprisoned for not more than five years or both.
- i) Clean Air Act and the Federal Water Pollution Control Act Compliance - If this contract is in excess of \$150,000, Contractor agrees to comply and to require that all subcontractors have complied, where applicable, with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. §1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- j) Americans With Disabilities Act - This agreement is subject to the provisions of Subtitle A of Title II of the Americans with Disabilities Act of 1990, 42 U.S.C. 12132 ("ADA") and regulations promulgated pursuant thereto, see 28 CFR Part 35. The Contractor shall not discriminate against an individual with a disability, as defined in the ADA, in providing services, programs or activities pursuant to this Agreement.
- k) Whistleblower Policy: Congress has enacted whistleblower protection statute 41 U.S.C. 4712, which applies to all employees working for contractors, grantees, subcontractors, and subgrantees on federal grants and contracts. This program requires all grantees, subgrantees and subcontractors to: inform their employees working on any federally funded award they are subject to the whistleblower rights and remedies of the program; inform their employee in writing of employee whistleblower protections under 41 U.S.C. 4712 in the predominant native language of the workforce; and Contractors and grantees will include such requirements in any agreement made with a subcontractor or subgrantee.

The statute (41 U.S.C. 4712) states that an “employee of a contractor, subcontractor, grantee [or subgrantee] may not be discharged, demoted, or otherwise discriminated against as a reprisal for “whistleblowing”. In addition, whistleblower protections cannot be waived by any agreement, policy, form, or condition of employment.

Whistleblowing is defined as making a disclosure “that the employee reasonably believes is evidence of any of the following: gross mismanagement of a federal contract or grant; a gross waste of federal funds; an abuse of authority relating to a federal contract or grant; a substantial and specific danger to public health or safety; or a violation of law, rule, or regulation related to a federal contract or grant (including the competition for, or negotiation of, a contract or grant). To qualify under the statute, the employee’s disclosure must be made to: a Member of Congress or a representative of a Congressional committee; or an Inspector General; or the Government Accountability Office; or a Federal employee responsible for contract or grant oversight or management at the relevant agency; or an authorized official of the Department of Justice or other law enforcement agency; or a court or grand jury; a management official or other employee of the contractor, subcontractor, grantee or subgrantee who has the responsibility to investigate, discover or address misconduct.

19. Required Federal Certifications –

Acceptance of this Agreement by Contractor constitutes certification by the Contractor of all of the following:

- a) The Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency.

- b) The Contractor is not delinquent on any Federal debt.
- c) Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352) – Contracts for \$100,000 or more must file the required certifications. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- d) The Contractor shall comply with the requirements of the Pro-Children Act of 1994 and shall not allow smoking within any portion of any indoor facility used for the provision of health, day care, early childhood development, education or library services to children under the age of eighteen (18) if the services are funded by a federal program, as this Agreement is, or if the services are provided in indoor facilities that are constructed, operated or maintained with such federal funds.
- e) The Contractor has established administrative policies regarding Scientific Misconduct as required by the Final Rule 42 CFR Part 93, Subpart A as published at the 54 Federal Register 32446, August 8, 1989.
- f) The Contractor maintains a drug free workplace in compliance with the Drug Free Workplace Act of 1988 as implemented in 45 CFR Part 76.
- g) If the Project Sponsor is either an agency of the Public Health Service or the National Science Foundation, the Contractor is in compliance with the rules governing Objectivity in Research as published in 60 Federal Register July 11, 1995.
- h) Compliance with EO13513, Federal Leadership on Reducing Text Messaging while Driving, October 1, 2009. Recipients and sub recipients of CDC grant funds are prohibited both from texting while driving a Government owned vehicle and/or using Government furnished electronic equipment while driving any vehicle. Grant recipients and sub recipients are responsible for ensuring their employees are aware of this prohibition and adhere to this prohibition.
- i) EO 13166, August 11, 2000, requires recipients receiving Federal financial assistance to take steps to ensure that people with limited English proficiency can meaningfully access health and social services. A program of language assistance should provide for effective communication between the service provider and the person with limited English proficiency to facilitate participation in, and meaningful access to, services. The obligations of recipients are explained on the OCR website at <http://www.hhs.gov/sites/default/files/ocr/civilrights/resources/specialtopics/lep/lepguidance.pdf>.
- j) Equal Employment Opportunity, requires compliance with E.O. 13672 "Further Amendments to Executive Order 11478, Equal Employment Opportunity in the Federal Government, and Executive Order 11246, "Equal Employment Opportunity", and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

The Contractor shall require that the language of all of the above certifications will be included in the award documents for all subawards under this Agreement (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. The Contractor agrees to notify HRI immediately if there is a change in its status relating to any of the above certifications.

Attachment "B" Program Specific Clauses

1. The following replaces the last sentence in Attachment A, Paragraph 4 b). Payments. "Contractor shall submit a final voucher designated by the Contractor as the "Completion Voucher" no later than Thirty (30) days from termination of the Agreement."
2. Guarantees and Damages: The work shall be commenced at the time stated in the Contract, and shall be completed no later than the time of completion specified in the Contract.
 - a. It is hereby understood and mutually agreed, by and between the Contractor and HRI, that the time for completion of the Work on the Deliverables, as specified in Exhibit A, is an essential condition of the Contract.
 - b. The Contractor agrees that the Work shall be carried out regularly, diligently, and uninterruptedly at such rate of progress to insure full completion within the time specified. It is expressly understood and agreed, by and between the Contractor and HRI that the time for completion of the Work described herein is a reasonable time.
 - c. The Contractor hereby guarantees HRI that Deliverable Work will be completed within the contract period. If the Contractor does not complete the Work within the contract period, or any proper extension thereof granted by HRI, the Contractor agrees to pay to HRI liquidated damages, according the following schedule:
 - 1st Offense- 1% of total contract
 - 2nd Offense- 5% of total contract
 - 3rd Offense- 10% of total contract
 - d. HRI reserves the right to waive liquidated damages.
 - e. It is further agreed that time is of the essence for each and every portion of the Work. In any instance in which additional time is allowed for the completion of any Work, the new time of completion established by said extension shall be of the essence. The Contractor shall not be charged with liquidated damages or any excess cost if HRI determines that the Contractor is without fault and that the delay in completion of the Work is due to:
 - i. any preference, priority or allocation order duly issued by the government of the United States or the State of New York; and
 - ii. an unforeseeable cause beyond the control and without the fault of, or negligence of the Contractor, and approved by HRI, including, but not limited to, acts of God or of public enemy, fires, epidemics, quarantine, restrictions, strikes, freight embargoes and unusually severe weather.
 - iii. The Contractor shall, within ten (10) days from the beginning of any such delay, notify HRI, in writing, of the causes of the delay.
 - f. Payment of the guarantees will be assessed as an "offset" to the following year's contract award.
3. Maximum Reimbursable Amount: In the event that a Maximum Reimbursable Amount has been specified on the face page of this Agreement, it is understood and accepted by the Contractor that while the Budget attached hereto as Exhibit B is equal to the Total Contract Amount specified on the face page of this Agreement, the aggregate of all allowable costs reimbursed under this reimbursement contract will not exceed the Maximum Reimbursable Amount. The Contractor may incur allowable costs in all categories as noted in the Budget Exhibit B; however, the aggregate amount reimbursed by HRI under this Agreement shall not exceed the Maximum Reimbursable Amount. In the event the Maximum Reimbursable Amount is increased by HRI, the Contractor will be notified in writing by HRI.
4. Budget Flexibility Percentage – Re-budgets/transfers among total cost categories are allowed up to 25% of the total contract budget, or \$250,000 whichever is less, without prior approval. Budget increases or changes to contract personnel, new equipment and new or increased costs of contractual/consultant agreements require prior approval.