

RFA Number (HRFA 21-01)

HEALTH RESEARCH, INC.

New York State Department of Health
*Center for Environmental Health
Outreach and Education
Hudson River Fish Advisory Outreach Program*

Request for Applications
Local Hudson River Fish Advisory Outreach Initiatives

KEY DATES

RFA Release Date: **October 26, 2021**

**Questions and
Letter of Intent (Optional) Due:** **November 3, 2021**

**Questions, Answers and
Updates Posted on or about:** **November 10, 2021**

Applications Due: **December 1, 2021 by 5:00 PM**

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I. Introduction

A. Description of Program

Fish are an important part of a healthy diet, containing high quality protein, essential nutrients, healthy fish oils, and low saturated fat. However, fish in some New York waterbodies contain chemicals at levels that may be harmful to health. To help people make healthier choices about which fish to eat, the New York State Department of Health (NYSDOH) issues advice about eating fish you catch. One of the water bodies for which NYSDOH has health advice, known as a fish advisory, is the Hudson River.

In 2008, the Hudson River Fish Advisory Outreach Project began a twenty-year initiative with a goal that all Hudson fish and crab consumers know about, understand and follow the NYSDOH Hudson fish advisories. Through this Request for Application (RFA), Health Research, Incorporated (HRI) and the New York State Department of Health announce the availability of a total of \$90,000 per year to develop partnerships with local groups. Priority audiences for outreach are women under 50 (childbearing years), families with children under 15, minority, low-income, low-literacy and limited-English-proficiency individuals.

Maximum awards are \$15,000. Government entities and community-based not-for-profit organizations as described in Who May Apply are eligible. Applications are due by December 1st, 2021 and narratives are limited to 6 pages.

B. Background/Intent

The project area extends 192 miles along the Hudson River from Baker's Falls in Hudson Falls (Washington County) to the southern tip of the Manhattan Battery in New York City. This area is contaminated with polychlorinated biphenyls (PCBs), a family of man-made chemicals used in commercial and electrical products until they were banned in the mid-1970's. PCB concentrations build up along the aquatic food chain, or "bioaccumulate," in fish. Eating Hudson River fish can be a concern because the fish can have many thousands time more PCBs than the surrounding water.

PCBs cause cancer in animals and can damage the immune, reproductive, nervous, and endocrine systems in animals. Studies in humans support concerns for these effects in humans. Women who eat highly contaminated fish and become pregnant may have an increased risk of having children who are slower to develop and learn. PCBs can have a greater effect on the development of young children or unborn babies. The NYSDOH advice highlights an important project message that women under 50 (of childbearing age) and children under 15 should not eat fish or crabs from the Hudson River south of Corinth in Saratoga County to the NYC Battery.

Since 1976, the New York State Department of Health has issued health advisories on Hudson River sport fish. Advisories are based upon sampling data of fish collected and analyzed by the New York State Department of Environmental Conservation (NYSDEC), and describe how much fish, if any, and which species, an individual should eat. Some fish species have higher levels of PCBs than others. Unlike mercury, PCBs concentrate in the fatty tissue. Thus, removing the skin and cooking fish so the juices drain off can reduce the quantity of PCBs eaten in a fish meal, and this advice is featured in the Hudson River fish advisory.

Generally, PCB contamination in Hudson River fish decreases south of Hudson Falls. The watershed includes the Hudson River and its tributaries up to the first barrier that stops fish from moving

upstream, such as a dam or waterfall. A map of the project area is available at:

https://www.health.ny.gov/environmental/outdoors/fish/hudson_river/docs/hudson_river_map.pdf

More information about the health advice on eating Hudson River fish and on the Hudson River Fish Advisory Outreach Project can be found at:

About the project:

https://www.health.ny.gov/environmental/outdoors/fish/hudson_river/advisory_outreach_project/index.htm

Hudson River advice:

https://www.health.ny.gov/environmental/outdoors/fish/health_advisories/regional/hudson_river_and_tributaries.htm

Hudson River brochure:

<http://www.health.ny.gov/publications/2794.pdf>

A primary public health concern is the consumption of Hudson River fish by women under 50 and children under 15. They are a priority audience for outreach through this RFA, particularly in minority, low-income, low-literacy and limited-English proficiency communities. Sharing locally-caught fish with the household or other community members is a common practice. Consumption patterns are complex, influenced by ethnic, cultural, and economic factors. Low-income and minority Hudson fish eaters may be at higher risk for a number of reasons, from how aware they are of the advice, to how frequently they consume Hudson fish, to how they prepare and cook it. Many years of “convenience sample” consumption surveys have shown that Hudson River angler habits also vary by region and access to the river. These surveys show that awareness of the advisory remains around 50% in most of the river and that after interactions with staff and outreach materials, most anglers make changes that help reduce their exposure to PCBs in fish.

In addition, experiences in other communities help inform our efforts. In 2015, NYSDOH completed a biomonitoring project in Buffalo in which they recruited 409 licensed sport anglers and worked with a local non-profit agency to recruit 206 refugees from Burma. Along with survey data, blood and urine samples were collected for metal and chemical contaminant analysis. Preliminary results show that the refugee participants from Burma ate significantly more fish (median 106 local fish meals per year) compared to other licensed sports anglers (median 16 local fish meals per year). The Burmese fish consumers also ate fish species not commonly eaten by the sports anglers, made fish paste, and often ate the whole fish. While many refugee participants consumed fish that they caught themselves, 74% reported they ate fish they received as a gift from friends and family, and 8% got it from other people fishing. Sixty-eight percent had children under the age of 15 in their household who ate the local fish. The results from this project are currently in review. (NYSDOH, “Biomonitoring of Great Lakes Populations Project,” personal communication.)

A Chesapeake Bay report demonstrates that minority and low-income communities are more at risk from eating contaminated fish. In Baltimore, 43% of the white people eating local fish shared it with their households, while all the African Americans eating local fish shared it with their families. Lower income individuals ate the whole fish with the skin three times as often as people with higher income did. (Conservation Management Associates, 2005).

In 2010, the Peekskill Environmental Justice Council, Hudson River Sloop Clearwater, Inc., and Citizens for Equal Environmental Protection interviewed 68 people fishing the Hudson River in

Peekskill. Forty-one percent said that they eat the whole fish and never remove the skin and fat, and many shared their catch with women under 50 and children under 15. (Peekskill Environmental Justice Council et al, 2010).

C. Program/Issue Resolution Sought

NYSDOH/HRI communicates the health advice on eating Hudson River fish through the NYSDOH website and free outreach materials that target a number of audiences. Since 2009, contracts totaling from \$60,000 to \$90,000 were awarded each year to local partners in fish advisory outreach, and this RFA represents a continuation of these efforts. NYSDOH/HRI try to reach both people who fish the Hudson River and families who may eat the fish, and therefore work with a wide variety of local groups: nutrition programs and perinatal networks, game and conservation associations, immigrant and food bank networks, faith organizations, social service and health providers, municipalities, government agencies, not for-profit community-based organizations and many more.

NYSDOH/HRI and project partners reach out to people who eat Hudson River fish at variety of locations, including community festivals, county fairs and food banks, through environmental education programs and schools, at meetings of fishing and boating associations, and other venues.

The Hudson River Fish Advisory Outreach Project objectives are:

- To encourage anglers and other fish consumers to follow the health advisories.
- To promote awareness of the advisories by posting signs at major fishing access sites on the river.
- To maintain advisory awareness through education and promotional activities to targeted populations.
- To identify reasons that anglers or other fish consumers may not follow the fish advisories, and to modify outreach activities so they are more effective.

The key messages of Hudson River fish advisory outreach include:

- Fish are nutritious and good to eat, but some local fish you catch can have levels of chemicals that may be harmful to health.
- Women under 50 (of childbearing age) and children under 15 should not eat any fish or crabs from the Hudson River south (downstream) of the Corinth dam in Saratoga County.
- From Hudson Falls to the Federal Dam at Troy, New York State Department of Environmental Conservation “catch and release only” fishing regulations apply and no one should eat any fish. South of the Troy Dam, the advice for men over 15 and women over 50 depends on the location on the River. Near Troy, the advice outlines eating only four species up to once a month, while the advice near New York City is that some fish can be eaten up to four times per month.
- Polychlorinated biphenyls (PCBs) in fish concentrate in the fat. Removing the skin, filleting and cleaning the fish, and cooking it so juices drain away, can reduce the amount of PCBs in a meal nearly in half.
- Some fish species contain higher PCB levels than other fish, and should not be eaten at any location in the project area: channel catfish, white catfish, walleye, and gizzard shad; DEC regulations prohibit taking American eel for food in the Hudson River.
- Do not eat the “green stuff” (mustard, tomalley, hepatopancreas) in crabs, or use the cooking liquid.
- Striped bass caught between Troy and Catskill should not be eaten by anyone, an especially pertinent message as striped bass is the most commonly sought fish by anglers. South of

Catskill men over 15 and women over 50 can eat up to 1 meal/month of Hudson River striped bass.

- The health advice also applies to Hudson River tributaries and connected waters if there are no dams, falls, or barriers to stop the fish from moving upstream.

The Hudson River Fish Advisory Outreach Project has developed a range of free materials that are available on the internet and in print. Publications are translated into a variety of languages to meet local needs. Resources include brochures with the health advice for the Hudson River, Hudson Valley, Northern Hudson River, and New York City/Long Island area, waterproof wallet-size cards, a poster and a guide to cooking and eating blue crabs. The Hudson Valley Region booklet includes the advice for all the waters in the county, and alternative waters where the whole family can eat fish up to once a week.

Informed by several years of in person interactions with anglers and survey results, the program has developed an in-depth “striped bass packet” which features additional information about migration patterns and PCB levels in striped bass located in different parts of the river. The packet helps striped bass anglers, especially between Troy and Catskill, understand the advisories for these popular fish.

Other materials include a children’s coloring and activity book with a fish advisory message, public service announcements, and a “Cut the Fat to Cut PCBs” magnet promoting the fish preparation and cooking advice to reduce exposure to PCBs. We have developed geographical maps of the counties that are color-coded to indicate whether a family can eat fish from the local waterbodies, and an interactive “Go Fish” game to use with the maps. The Project also has free signs, and short consumption surveys.

These resources are available to partners, and NYSDOH/HRI is willing to work with awardees to translate or revise existing materials and to collaborate on new ones.

https://www.health.ny.gov/environmental/outdoors/fish/health_advisories/publications.htm

http://www.health.ny.gov/environmental/outdoors/fish/hudson_river/docs/hudson_river_sign.pdf

II. Who May Apply

A. Minimum Eligibility Requirements

Eligible applicants are government entities or not-for-profit community-based organizations with 501(c)3 status in New York State, who wish to promote outreach on the NYSDOH Hudson River fish advisory outreach and may include community-based, environmental, tribal, angler or health organizations.

Your application must serve populations that fish or are likely to eat fish from the Hudson River in Albany, Bronx, Columbia, Dutchess, Greene, New York, Orange, Putnam, Rensselaer, Rockland, Saratoga, Ulster, Washington, and/or Westchester counties in New York State.

Primary applicants must meet eligibility requirements, but partnership among a variety of groups is encouraged. Participation from a variety of stakeholders and community members increases the likelihood of success and promotes public awareness of the project. For applications with multiple partner organizations, each partner should provide a letter of agreement.

Receipt of other New York State funding is allowed and does not preclude application for Hudson River Fish Advisory Outreach Project funding.

B. Preferred Eligibility Requirements

Preference will be given to applicants who have access to and who demonstrate experience or skills in working with priority populations: women under 50, families with children under 15, individuals with low income, low literacy and/or limited-English proficiency, particularly in Albany, Rensselaer, Orange Westchester, Bronx, or New York counties.

III. Project Narrative/ Work Plan Outcomes

A. Scope of Work

Outreach

Through this RFA we seek innovative, robust outreach strategies to reach anglers and their families about fish consumption advisories in the Hudson River Valley. Partners should develop or build upon existing methods that encourage the diverse communities of Hudson River fish consumers to follow the advice and adopt practices that reduce exposure to environmental chemicals present in Hudson River fish. When possible, applicants should work to understand and document barriers to angler behavior change and develop methods to encourage following the advisories.

NYSDOH/HRI and our mini-grant partners have administered informal short surveys about local and Hudson fish consumption since 2013 which help inform our work. NYSDOH has asked over 1,500 Hudson River anglers at a variety of community events about their local fish consumption. Advisory awareness and compliance varies by river section. Awareness of the advisories ranges between 40-50% depending on where anglers primarily fish. Between Troy and Catskill where fish advisories are more restrictive for men over 15 and women over 50, 46% of anglers reported not eating any Hudson River fish, but the rate of consuming striped bass (a do not eat fish in this section of the river) is about 40%.

As only about half of the survey participants say they are aware of the fish advisories before these contacts, NYSDOH/HRI encourages a variety of organizational partnerships to let families know the advice and to direct families to alternative waters to eat fish.

More Hudson River fish consumption survey information is available at http://www.health.ny.gov/environmental/outdoors/fish/hudson_river/docs/hrfaappendix.pdf

NYSDOH/HRI wishes to engage local groups who know their community's needs and resources. Community partners have access and connections to effectively promote the health advice to other community members who eat Hudson fish. The Hudson River Fish Advisory Outreach Project seeks local collaboration to reach these priority populations: women under 50, families with children under 15, minority, low-income, low-literacy, limited-English-proficiency Hudson fish consumers, and striped bass anglers that may be fishing on the Hudson River between Troy and Catskill.

NYSDOH/HRI solicits partners who respect the cultural aspects of eating Hudson fish and crabs and can communicate the advice to the fish and crab consumers in their community. Applicants can target specific messages suited to the fishing activities in their locale – for example, to promote catch and release fishing from Catskill to Troy for striped bass, to promote catch and release fishing for catfish, or to encourage people to remove the crab tomalley or mustard, an organ in crabs that concentrates contaminants.

Newcomers do not know the history of local water bodies as well as long-term area residents do. To

promote the Hudson fish advisory, NYSDOH/HRI seeks organizations that are trusted agents in the immigrant community as they can more successfully convey information. An intensive approach, the use of maps and simple pictorial materials, speaking in the newcomer's native language, storytelling, and other approaches may overcome language and literacy challenges. NYSDOH/HRI welcomes both traditional forms of outreach and innovative methods that will enhance communication of the project messages.

NYSDOH/HRI has a range of existing resources available to partners to help them engage Hudson River anglers and their families. NYSDOH can also work with partners to develop additional resources that they feel will be most effective in their communities. NYSDOH will provide translations of outreach products, staff training, or other activities as needed. NYSDOH can also offer support in evaluation. Materials used in outreach must be approved by NYSDOH/HRI under the terms and conditions listed in Attachment 5.

Signs

Applicants should include in their workplan assisting NYSDOH with checking Hudson River fish advisory signage within their county/area of operation and assisting as possible with encouraging local municipalities and town officials to post the free signs at major access points.

B. Funding and Project Expectations

Applicants can apply for a maximum of \$15,000 per year for two years. There is no minimum amount. We expect to award between five to ten projects and encourage a variety of approaches in contract activities, from projects with a specific and/or short-term focus or scope to more comprehensive projects.

Activities should be able to be accomplished in one to two years. Projects will be selected in 2021, but some components may be implemented in the 2022 fishing season. Applicants may apply for renewal to continue or build successful programs for up to five years if funding allows. The total annual funding for this RFA is up to \$90,000.

Preference will be given to applications that demonstrate access to and target priority audiences of women under 50, children under 15, minority, low-income, low-literacy and limited-English-proficiency populations who eat or who are likely to eat Hudson River fish.

Applicants must submit a workplan and budget. For a two-year project, the workplan and budget for year two can show repeated as well as new activities.

Some possible Hudson River Fish Advisory Outreach Project contract activities include, but are not limited to:

- Provide in-person outreach on Hudson River fish advisory messages at fishing locations, clinic waiting areas, food pantries, community centers, and/or through tabling at community or ethnic festivals or at other activities that community members who may eat Hudson River fish attend
- Working with a priority outreach audience, develop a community-specific approach, conduct Hudson fish consumption surveys, and/or evaluate existing or newly developed materials to determine how effective they are in communicating the advice or changing fish consumption behaviors
- Promote the fish trimming and skinning advice, catch-and-release-fishing, develop a social media campaign, or work with property owners to post signs at fishing access sites
- Develop a team of youth, older adults, or other community members who are trained to do

outreach, develop a campaign, photo project and/or conduct surveys

Applicants should provide a detailed description of the activities to be conducted, and how the activities advance the objectives of the Hudson River Fish Advisory Outreach Project and promote awareness and understanding of the fish advisory messages. Proposals should be submitted for a minimum of one year of funding with activities to begin in 2022. Applicants may propose contract activities for up to two years. Outreach activities should be conducted in each year of funding. In agreement with NYSDOH/HRI, applicants can modify work plans and budgets to improve effectiveness.

Program coordinators must attend an orientation (which can be held at the partner site) and all staff with public contact are strongly encouraged to attend a NYSDOH orientation, or one done by the local program coordinator. Applicants must identify specific elements to evaluate outcomes and make activities sustainable long-term by cultivating local partnerships to assist in the distribution of outreach materials and messaging. Progress reports will be required and NYSDOH/HRI will make site visits. All partners will be required to attend two to three meetings per year at a location in the lower to mid-Hudson valley. Programs should actively seek formal feedback from participants about outreach effectiveness and improvements. Data should include the audience reached, partnerships established, approximate number of people reached, understanding/comprehension of key messages, and potential for behavior change as a result of the information.

Funds must be directed toward achieving the goal of the Hudson River Fish Advisory Outreach Project and can only be used for the purposes set forth in the contract. The recipient cannot use these funds for lobbying or for generating data or information for use in litigation.

C. References

Conservation Management Institute, Virginia Polytechnic Institute and State University, "Chesapeake Bay Angler Interviews: Identifying Populations at Risk for Consuming Contaminated Fish in Three Regions of Concern." Final report. (March 2005)

New York State Department of Health, "Biomonitoring of Great Lakes Populations Project." Personal communication. (February 2017)

Peekskill Environmental Justice Council, Hudson River Sloop Clearwater, Inc., and Citizens for Equal Environmental Protection, "Community Based Environmental Justice Inventory for the City of Peekskill". (December 2010).

IV. Administrative Requirements

A. Issuing Agency

This RFA is issued by Health Research, Inc. (HRI) in concert with the NYS Department of Health (NYSDOH) Center for Environmental Health Outreach and Education Group with funding provided by Health Research Incorporated. HRI/NYSDOH are responsible for the requirements specified herein and for the evaluation of all applications.

B. Question and Answer Phase:

All substantive questions must be submitted in writing to:

Audrey Van Genechten
Hudson River Fish Advisory Outreach Project
New York State Department of Health
Center for Environmental Health - Outreach and Education
ESP Corning Tower Room 1642
Albany, New York 12237
518-402-7530 /fax 518-402-7539 /e-mail: hrfa@health.ny.gov

To the degree possible, each inquiry should cite the RFA section and paragraph to which it refers. Written questions will be accepted until the date posted on the cover of this RFA.

Questions of a technical nature can be addressed in writing or via telephone by calling Audrey Van Genechten at 518-402-7530. **Questions are of a technical nature if they are limited to how to prepare the application (e.g., formatting) rather than relating to the substance of the application.**

Prospective applicants should note that all clarification and exceptions, including those relating to the terms and conditions of the contract, are to be raised prior to the submission of an application.

This RFA has been posted on HRI's public website at: <http://www.healthresearch.org/funding-opportunities>. Questions and answers, as well as any updates and/or modifications, will also be posted on HRI's website. All such updates will be posted by the date identified on the cover sheet of this RFA.

C. Letter of Intent (optional)

Prospective applicants may complete and submit a letter of intent (see Attachment # 1). Prospective applicants may also use the letter of intent to receive notification when updates/modifications are posted; including responses to written questions. Letters of intent should be submitted to:

Audrey Van Genechten
Hudson River Fish Advisory Outreach Project
New York State Department of Health Center for Environmental Health - Outreach and Education
ESP Corning Tower Room 1642
Albany, New York 12237
518-402-7530 /fax 518-402-7539 /e-mail: hrfa@health.ny.gov

Please ensure that the RFA number is noted in the subject line and are submitted by the date posted on the cover of the RFA.

Submission of a letter of intent is not a requirement or obligation upon the applicant to submit an application in response to this RFA. Applications may be submitted without first having submitted a letter of intent.

D. Applicant Conference

An Applicant Conference will not be held for this project.

E. How to file an application

Applications must be **received** at the following address by the date and time posted on the cover sheet of this RFA. Late applications will not be accepted.*

Audrey Van Genechten
Hudson River Fish Advisory Outreach Project
New York State Department of Health
Center for Environmental Health - Outreach and Education
ESP Corning Tower Room 1642
Albany, New York 12237
518-402-7530 /fax 518-402-7539

Applicants shall submit one original, signed application and five copies. Application packages should be clearly labeled with the name and number of the RFA as listed on the cover of this RFA document. **Applications will not be accepted via fax or e-mail.**

*It is the applicant's responsibility to see that applications are delivered to the address above prior to the date and time specified above. Late applications due to documentable delay by the carrier may be considered at HRI's discretion.

F. HRI AND THE DEPARTMENT OF HEALTH RESERVE THE RIGHT TO

1. Reject any or all applications received in response to this RFA.
2. Withdraw the RFA at any time, at HRI's sole discretion.
3. Make an award under the RFA in whole or in part.
4. Disqualify any applicant whose conduct and/or proposal fails to conform to the requirements of the RFA.
5. Seek clarifications and revisions of applications.
6. Use application information obtained through site visits, management interviews and the state's investigation of an applicant's qualifications, experience, ability or financial standing, and any material or information submitted by the applicant in response to the agency's request for clarifying information in the course of evaluation and/or selection under the RFA.
7. Prior to application opening, amend the RFA specifications to correct errors or oversights, or to supply additional information, as it becomes available.
8. Prior to application opening, direct applicants to submit proposal modifications addressing subsequent RFA amendments.
9. Change any of the scheduled dates.

10. Waive any requirements that are not material.
11. Award more than one contract resulting from this RFA.
12. Conduct contract negotiations with the next responsible applicant, should HRI be unsuccessful in negotiating with the selected applicant.
13. Utilize any and all ideas submitted with the applications received.
14. Unless otherwise specified in the RFA, every offer is firm and not revocable for a period of 60 days from the bid opening.
15. Waive or modify minor irregularities in applications received after prior notification to the applicant.
16. Require clarification at any time during the procurement process and/or require correction of arithmetic or other apparent errors for the purpose of assuring a full and complete understanding of an offeror's application and/or to determine an offeror's compliance with the requirements of the RFA.
17. Negotiate with successful applicants within the scope of the RFA in the best interests of HRI.
18. Eliminate any mandatory, non-material specifications that cannot be complied with by all applicants.
19. Award contracts based on geographic or regional considerations to serve the best interests of HRI.

G. Term of Contract

Any contract resulting from this RFA will be effective only upon final approval by Health Research, Inc. Please note that all resulting contracts from this procurement will be with Health Research Incorporated and not with the New York State Department of Health.

It is expected that contracts resulting from this RFA will have the following time period: January 1, 2022 to December 31, 2023. Renewals are dependent upon satisfactory performance and continued funding. HRI reserves the right to revise the award amount as necessary due to changes in the availability of funding.

H. Payment & Reporting Requirements of Awardees

1. The contractor shall submit three quarterly activity reports, and an end of year or final project report, quarterly invoices and required reports of expenditures to:

Audrey Van Genechten
Hudson River Fish Advisory Outreach Project
New York State Department of Health
Center for Environmental Health - Outreach and Education
ESP Corning Tower Room 1642

All vouchering requirements will be detailed in Exhibit C of the final contract.

I. General Specifications

1. By signing the "Application Form" each applicant attests to its express authority to sign on behalf of the applicant.
2. Contractor will possess, at no cost to HRI or the State, all qualifications, licenses and permits to engage in the required business as may be required within the jurisdiction where the work specified is to be performed. Workers to be employed in the performance of this contract will possess the qualifications, training, licenses and permits as may be required within such jurisdiction.
3. Submission of an application indicates the applicant's acceptance of all conditions and terms contained in this RFA, including the terms and conditions of the contract. Any exceptions allowed by HRI during the Question and Answer Phase (Section IV.B.) must be clearly noted in a cover letter attached to the application.
4. An applicant may be disqualified from receiving awards if such applicant or any subsidiary, affiliate, partner, officer, agent or principal thereof, or anyone in its employ, has previously failed to perform satisfactorily in connection with public bidding or contracts.
5. Provisions Upon Default
 - a. The services to be performed by the Applicant shall be at all times subject to the direction and control of HRI as to all matters arising in connection with or relating to the contract resulting from this RFA.
 - b. In the event that the Applicant, through any cause, fails to perform any of the terms, covenants or promises of any contract resulting from this RFA, HRI shall thereupon have the right to terminate the contract by giving notice in writing of the fact and date of such termination to the Applicant.
6. Applicant must maintain an active registration in the System for Award Management (SAM) at SAM.gov, have no exclusions or delinquent federal debt.

J. HRI General Terms & Conditions

The following will be incorporated as Attachment A into any contract(s) resulting from this Request for Application.

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 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 necessary, cost-effective and consistent (as reasonably determined by HRI) with policies and procedures that apply uniformly to both the activities funded under this Agreement and other activities of the Contractor. 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 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: (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 by 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.

V. Completing the Application

A. Application Content

1. Cover Page (complete Attachment 2) (0 points)

- a. Title of application (Please include "Hudson River Fish Advisory" in the title)
- b. Amount requested in 2022 and amount requested in 2023 (if any)
- c. Legal name of applicant to appear on contract, if awarded (please list only one organization's name and include address, telephone, fax, and e-mail address)
- d. Federal Tax Identification Number
- e. NYS Charities Registration Number or Statement of Waiver
- f. Authorized signature of Applicant or Project Director - person responsible for all aspects of the program (include name, title, address, telephone, fax, e-mail)
- g. Authorized signature of individual authorized to sign the contract for applicant (include name, title, address, telephone, fax, e-mail)

2. Program Summary (1 page, single-spaced) (10 points)

This section may be used as the scope of work for a contract.

- Provide a concise summary of the program, including the activities, the intended audience and the geographic area of the program, and the Hudson River Fish Advisory Outreach objectives it will address.
- Briefly describe how the program will target women under 50, families with children under 15, minority, low-income, low-literacy and/or limited-English proficiency Hudson fish consumers.
- Outline the program project team and timeline and describe how program efforts will be evaluated.

3. Statement of Need (up to 1 page, single spaced) (10 points)

- Describe the purpose of the project and define the geographic area. Indicate how your proposal will meet project objectives, communicate messages to a priority audience of Hudson fish consumers, contribute information on Hudson fish and crab consumption, or complement existing programs. Describe why the initiative is needed for this geographic area and/or for the population(s) targeted in your application or with whom your organization works. Include demographic or other relevant information if known.

- Discuss if you or a partner organization currently have access to or work with any of the priority audiences, including any applicable past experience, staff language skills, or other considerations which will contribute to the project's success.

4. Applicant Organization (up to 2 pages, single-spaced) (15 points)

- Identify the applicant organization and program partners. Describe who your organization works with, including demographic and other significant characteristics, and how the organizational mission is consistent with the purpose of this RFA. If this initiative moves the organization(s) into new areas, outline actions to successfully make this transition.
- Describe what activities each partner will do. If applicable, provide a Letter of Agreement for each program partner.
- Describe what skills the organization or partners have that will enable them to successfully communicate advisory messages to the program target audience(s).
- Provide examples of successful past experiences that are relevant to the proposed application.
- If the applicant organization has a board of directors, provide a listing.

Optional: Provide a letter or letters of support.

5. Program Activities/ Work Plan Narrative and Work Plan/Time Line (narrative up to 2 pages, single-spaced, Work Plan/Time Line sample format in Attachment 3, not counted in page count) (45 points)

- Describe activities, expected outcome, time frame, responsible party and evaluation/tracking method. Include an estimate of the number of trips, events, materials distributed, contact hours or other activity measures.
- Identify the program manager and team members and describe their proposed responsibilities.
- Describe plans to monitor performance against the proposed work plan and to identify issues and modify activities as needed.
- Briefly discuss any leveraged or in-kind resources which may expand the program's reach or enhance efficiency.
- If applicable, describe how the program can serve as a model that can be sustained after the grant.
- Using the sample format, complete a Work Plan/Time Line for **each** year of proposed activities.

6. Budget/Cost Sheet (use Budget sample format in Attachment 4, not included in page count) (20 points)

Applicants should provide a 12-month budget for **each** year of proposed activities, beginning in January 2022 and using one of the two Budget Sample Format Options. All costs must be related to the provision of Hudson River Fish Advisory Outreach Project services.

Justification for each cost should be submitted in narrative form not to exceed one double-spaced page. Provide details and calculations. For all existing staff, the Budget Justification must delineate how the percentage of time devoted to this initiative has been determined. **THIS FUNDING MAY ONLY BE USED TO EXPAND EXISTING ACTIVITIES OR CREATE NEW ACTIVITIES PURSUANT TO THIS RFA. THESE FUNDS MAY NOT BE USED TO SUPPLANT FUNDS FOR CURRENTLY EXISTING STAFF ACTIVITIES.**

Include travel costs to attend three day-time meetings per year in the lower to mid-Hudson area. Administrative/Overhead costs will be limited to a maximum of 10% of total direct costs.

Ineligible budget items will be removed from the budget before the budget is scored. The budget amount requested will be reduced to reflect the removal of the ineligible items. Expenditures will not be allowed for the purchase of major pieces of depreciable equipment (although limited computer/printing equipment may be considered) or remodeling or modification of an office or building.

B. Application Format

ALL APPLICATIONS MUST CONFORM TO THE FORMAT PRESCRIBED BELOW. POINTS WILL BE DEDUCTED FROM APPLICATIONS WHICH DEVIATE FROM THE PRESCRIBED FORMAT.

Applications MUST NOT exceed six single-spaced typed pages (not including the cover page, budget and attachments), using a normal font. Pages should be numbered. The value assigned to each section is an indication of the relative weight that will be given when scoring your application.

Section	Format	Page Limit	Maximum Score
1. Cover Sheet	Use Attachment 2		
2. Program Summary	Narrative	1 Page	10 Points
3. Statement of Need		1 Page	10 Points
4. Applicant or Partnership Organizations	Narrative	2 Pages	15 Points
5. Letters of Agreement for each partner, if relevant			
6. Optional: Letter of Support			
7. Program Activities and Work Plan/Time Line	Narrative, Include Work Plan/Time Line (Sample Format in Attachment 3)	2 Pages	45 Points
8. Budget and Justification	Sample Formats In Attachments 4 and 5		20 Points
9. Financial Accountability	Audited Financial Statement		
Total points		6 pages	100 points

C. Review Process

Applications meeting the eligibility requirements and guidelines set forth above will be reviewed and evaluated competitively by NYSDOH/HRI staff.

If changes in funding amounts are necessary for this initiative, funding will be modified and awarded in the same manner as outlined in the award process described above.

Once an award has been made, applicants may request a debriefing of their application. Please note the debriefing will be limited only to the strengths and weaknesses of the subject application and will not include any discussion of other applications. Requests must be received no later than ten (10) business days from date of award or non-award announcement.

Applications failing to provide all response requirements or failing to follow the prescribed format may be removed from consideration or points may be deducted.

Reviewers will aim to fund a diversity of programs with respect to geography, populations served, and activities. Priority will be given to applications that target women under 50, families with children under 15, minority, low-income, low-literacy and/or limited-English proficiency Hudson fish consumers and to applicant groups who can document experience with and access to these populations, particularly in Albany, Rensselaer, Orange, Westchester, Bronx, or New York counties.

Applications will be scored on a 100-point scale by a team of reviewers who will look at the elements from application content and upon the applicant's ability to address these key areas:

- The program is likely to advance one or more Hudson River Fish Advisory Outreach Project objectives:
 - To encourage Hudson fish consumers to follow the health advisories.
 - To promote awareness of the advisories by posting signs at major fishing access sites on the river.
 - To maintain advisory awareness through education and promotional activities to targeted populations.
 - To identify reasons that anglers or other fish consumers may not follow the fish advisories and to modify outreach activities so they are more effective.
- The organization or partners demonstrate skills or experience that will enable successful communication of fish advisory messages to the program target audience(s).
- The requested budget is \$15,000 or less per year, contains all required elements, is appropriate for the scope of work and allocates resources efficiently.

In cases where two or more applicants for funding are judged to be equal in quality, the applicant with the highest score in Section 5 Work Plan Narrative and Work Plan/Time Line will receive the award. If changes in funding amounts are necessary for this initiative, funding will be modified and awarded in the same manner as outlined in the award process described above.

VI. Attachments

Attachment 1: Letter of Intent Format

Attachment 2: Application Cover Sheet

Attachment 3: Work Plan Format

Attachment 4: Budget Sample Format - Option 1 – Deliverables-based Budget

Attachment 5: Program-Specific Clauses

Attachment 1 – Sample Letter of Intent

Sample

Letter of Intent
or
Letter to Receive RFA Updates and Modifications

Audrey Van Genechten
New York State Department of Health
Hudson River Fish Advisory Outreach Project
Center for Environmental Health - Outreach and Education
ESP Corning Tower Room 1642
Albany, New York 12237
Re: RFA HRFA 13-01
Hudson River Fish Advisory Outreach

Dear Ms. Van Genechten:

This letter is to indicate our interest in the above Request for Applications (RFA) and to request:
(please check one)

- ☐ That our organization is notified, via the e-mail address below, when any updates, official responses to questions, or amendments to the RFA are posted on HRI's website:
<http://www.healthresearch.org/funding-opportunities/>.

E-mail address: _____

- ☐ that our organization is unable or prefers not to use HRI's website and requests the actual documents containing any updates, official responses to questions, or amendments to the RFA be mailed to the address below:

Sincerely,

Attachment 2 – RFA Application Cover Page**Title of Application (a):****Amount requested 2017 (b):****Amount requested 2018 (c):****Name of Applicant (d) (Legal name as it would appear on a contract)(c):****Mailing Address (Street address, P.O. Box, City, State, ZIP Code)****DUNS Number(e):****Federal Employee Identification
Number(f):****NYS Charities Registration
Number(g):****Applicant/Project Director:**Printed Name (*First Last*):

Title:

Telephone number:

()

Fax number:

()

E-mail:

Individual authorized to sign the contract for applicant:Printed Name (*First Last*):

Title:

Telephone number:

()

Fax number:

()

E-mail:

Signature of Applicant/Project Director(f):

Date:

Signature of Authorized Representative(g):

Date:

Attachment 3 – Work Plan/ Time Line Sample Format

Year _____ Work Plan/Time Line

Applicant Name:

Work Plan Period: **(note - please submit a work plan for each year of proposed activities)**

Major Activities	Expected Outcomes	Time Line (in month/year to month/year)	Staff in Charge
Tracking or Evaluation method:			
Tracking or Evaluation method:			
Tracking or Evaluation method:			

(Budget not included in page count) (20 points)

Attachment 4: Budget Sample Format - Deliverables Worksheet & Budget Justification

Please submit a deliverables worksheet for each quarter.

Include activities such as tabling at community events, Hudson fish consumption survey administration, educational programs or other type of outreach activity, participation in partner meetings/calls, submission of quarterly report, etc. Include who will be attending the event, and what is included in the amount requested.

Example: Quarter 1 Deliverables Worksheet

Activity	Description	Quantity/ Days	Approx Hours/ Day	Rate	Amount	Deliverable Notes
<i>Tabling Event</i>	<i>Program manager attends waterfront events (example)</i>	<i>5</i>	<i>8.5</i>	<i>\$32/hr</i>	<i>\$1,360</i>	<i>Amount includes staff time (travel time, event prep and load-in/out, 6 hours of event time), mileage, supplies/printing costs (example description)</i>
<i>Sign Inspections</i>	<i>Interns will check for fish advisory signage (example)</i>	<i>3</i>	<i>4</i>	<i>\$18/hr</i>	<i>\$216</i>	<i>Amount includes staff time, mileage and travel time</i>
<i>Data Entry</i>	<i>Admin enters survey information (example)</i>	<i>3</i>	<i>1.5</i>	<i>\$15/hr</i>	<i>\$67.50</i>	
Quarter 1 Amount:					\$X,XXX	
Indirect Costs (limited to 10% of direct costs)					\$XXX	
Total Q1 Budget					\$X,XXX	

Other than Personnel Service (OTPS):

Category:

Supplies/materials

Travel

Telephone

Postage

Photocopy

Equipment

Contractual Services

Other

Total OTPS: \$_____

Indirect Costs (limited to 10% of direct costs) \$_____

Total Budget (Personnel Service and OTPS) \$_____

Budget Justification:

- Justification for each cost should be submitted in narrative form not to exceed 1 double-spaced page.
- Provide a budget justification for the budgeted amounts, including estimated staff time, OTPS items (other-than-personnel-services), approximate number of trips etc. for travel costs. The justification can include descriptions of program staff involved, position within the organization, and descriptions of cost included in the submitted rates.
- Include travel costs to attend three day-time meetings per year in the lower to mid-Hudson area.
- Use federal per diem rates for travel estimates.
- Administrative/Overhead costs will be limited to a maximum of 10% of total direct costs

Applicants should provide a 12-month budget for **each** year of proposed activities, beginning in January 2022 and using the Budget Sample Format. All costs must be related to the provision of Hudson River Fish Advisory Outreach Project services. This funding may only be used to expand existing activities or create new activities pursuant to this RFA. These funds may not be used to supplant funds for currently existing staff activities.

Ineligible budget items will be removed from the budget before the budget is scored. The budget amount requested will be reduced to reflect the removal of the ineligible items. Expenditures will not be allowed for the purchase of major pieces of depreciable equipment (although limited computer/printing equipment may be considered) or remodeling or modification of an office or building.

Attachment 5- Program Specific Clauses

The following will be incorporated as Attachment B into any contract(s) resulting from this Request for Application.

Attachment B Program Specific Clauses

1. The Parties may acknowledge the existence and provisions of this Agreement and, in doing so, make appropriate reference to the Sponsor and/or HRI. The Parties may also undertake such communications as are necessary to implement the Agreement, such as providing for the payments provided therein.
2. Except as provided in #1, above, or with the prior written permission of HRI, Contractor shall not use the name of Health Research, Inc. and/or the Sponsor, or any adaptation, abbreviation or derivation thereof, whether oral or written. Except as provided in #1, above, or with the prior written permission of the Contractor, HRI shall not use the name of the Contractor, or any adaptation, abbreviation or derivative thereof, whether oral or written.
3. The Contractor shall make all reasonable efforts to ensure that oral statements by the Contractor's officers and employees regarding, and in the course of implementing, this funded project are consistent with those materials to be provided or disseminated to the public by the Contractor that have been reviewed and approved by NYSDOH/HRI .
4. Each Contractor must submit to NYSDOH/HRI for review and approval the procedures that it will implement to ensure that, during the time period when the Contractor is receiving or utilizing funds related to this project, any and all public positions taken by the Contractor on the adequacy of Fish Consumption Advisories and Fishing Restrictions, as well as PCB toxicology, either in writing or orally, are consistent with the positions of the New York State Department of Health on those issues.
5. All activities undertaken with funds provided under this Contract shall be directed toward achieving the goal to have all relevant populations (i.e., anglers and those who eat Hudson River fish taken from the Hudson River from Hudson Falls to the Battery in New York City) informed about and following the New York State health advisories for eating fish from the Hudson River.
6. No research, survey, or other activity supported by funds provided under this Contract shall be designed or undertaken for the purpose of generating data or information for use in litigation.

The following shall **replace** the Publication Clause at Section 10a of Attachment A: General Terms and Conditions:

7. All documents to be provided to one or more members of the public through any medium that will be disseminated and/or otherwise used by the Contractor related to the Hudson River Fish Advisory Outreach Project, including written materials, publications, audio-visual materials, scripts for public service announcements, questionnaires and the texts of any materials must be reviewed and approved in writing by NYSDOH/HRI prior to such dissemination and/or use. The review will be conducted within a reasonable timeframe.
8. Contractor must submit to NYSDOH/HRI for review and approval the procedures that it will implement to ensure that, during the time period when the Contractor is receiving or utilizing funds related to this project, any and all public positions taken by the Contractor on the adequacy of Fish Consumption Advisories and Fishing Restrictions, as well as PCB toxicology, either in writing or orally, are consistent with the positions of the New York State Department of Health on those issues.