

Attachment 13

General Terms and Conditions - Health Research, Incorporated Subrecipient Agreements

1. **Type of Contract** – This agreement (the “Contract”) is a subaward of federal financial assistance (grant or cooperative agreement) funds to Subrecipient for Subrecipient’s performance of certain activities described below and in Exhibit A. It is a cost-reimbursement agreement pursuant to which Health Research, Inc. (HRI) will reimburse Subrecipient for, and only for, certain actual and allowable costs incurred in performing the required activities. No payment for profit shall be made to Subrecipient under this Contract. Herein the award from the federal Department of Health and Human Services (HHS) to HRI under which this subaward is made is termed the “Prime Award.”
2. **Allowable Costs/Contract Amount** –
 - a) In consideration of the Subrecipient’s performance under this Contract, HRI shall reimburse the Subrecipient for allowable costs incurred and paid 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 Contract.
 - b) It is expressly understood and agreed that the aggregate of all allowable costs under the Contract shall in no event exceed the Total Contract Amount, except upon formal amendment of this Contract as provided herein below.
 - c) The allowable cost of performing the work under this Contract shall be the costs approved in the Budget attached hereto as Exhibit B and actually incurred and paid by the Subrecipient in the performance of the Scope of Work. For work performed under a Scope of Work that results from a federally funded grant or contract, Subrecipient’s costs must be in accordance with the federal cost principles set forth in the Uniform Guidance (described in Section 3 below), as implemented by HHS and as further defined in HHS’s Grants Policy Statement (HHS GPS). To be allowable, a cost must (1) be reasonable, necessary, and adequately documented, (2) must conform to all limitations of the federal cost principles as implemented by HHS (all as reasonably determined by HRI), and (3) must be consistent with the approved Budget (subject to any available Budget Flexibility as set forth in Section 8).
 - d) In calculating costs, the accounting practices of Subrecipient must be (1) based on generally accepted accounting principles and practices appropriate to the circumstances and (2) consistent with practices applied to other comparable activities of Subrecipient. Costs resulting from inconsistent practices in excess of the amount that would have resulted from using practices consistent with those applied for other activities of the Subrecipient are unallowable. Subrecipient shall supply copies of all relevant policies and procedures to HRI when requested.
 - e) Irrespective of whether the "Audit Requirements" specified in paragraph 3(a) are applicable to this Contract, upon providing prior written notice and during standard business hours, all accounts and records of cost relating to this Contract shall be subject to audit or review by HRI or its duly authorized representative(s) and/or the Project Sponsor during the Term and for four (4) 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 or review is started before the expiration of the 4-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 Contract shall be considered provisional and be subject to retroactive correction and adjustment upon a future determination by HRI, HHS, or another responsible authority that reimbursed costs were not allowable. The Subrecipient agrees to repay HRI promptly any amount(s) determined on audit or review to have been unallowable or otherwise incorrectly paid. HRI shall have 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 Subrecipient to HRI by offsetting those amounts against amounts due to the Subrecipient from HRI pursuant to this Contract or other agreements. The Subrecipient shall maintain appropriate and complete accounts, records, documents, and other evidence showing the support for all costs incurred and paid under this Contract.
 - f) Consistent with the HHS GPS, if Subrecipient is a for-profit entity, in place of the federal cost principles set forth in the Uniform Guidance, Subrecipient and HRI shall apply the cost principles at 48 C.F.R. Subpart 31.2. If Subrecipient is a hospital, Subrecipient and HRI shall apply the cost principles at Appendix IX to the Uniform Guidance. All other requirements and limitations of this Section 2 (Allowable Costs/Contract Amount) shall continue to apply.
 - g) Indirect cost charged via indirect rates will be reimbursable only in accordance with an approved indirect cost rate. The following may be the basis, upon HRI review and approval, of an approved rate: (1) a current negotiated indirect cost rate agreement (NICRA) approved by a federal cognizant agency; (2) the *de minimis* rate as defined within the Uniform Guidance, if properly elected as an indirect cost recovery methodology for all federal awards by the Subrecipient; or (3) in exceptional circumstances in HRI sole discretion, through negotiation of a rate directly with HRI. If Subrecipient maintains a provisional rate via a federally approved NICRA, all costs claimed under such rate shall be adjusted downward to any (if any) lower final rate approved for the period by the cognizant agency, with repayment of any overpayments promptly calculated by Subrecipient and made to HRI. In the event a provisional

fringe rate is used, the same calculation and, if applicable, repayment shall apply to fringe costs charged via such rate to this Contract. Subrecipients may direct allocate indirect costs or General & Administrative) expenses through a written cost allocation plan subject to review by HRI.

3. Administrative Requirements and Performance Standards –

- a) This Contract shall be administered, and allowable costs shall be determined, in accordance with the terms of this Contract and the requirements and principles applicable to Subrecipients 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 at 2 C.F.R. Part 200 and implemented by HHS at 2 C.F.R. Part 300, the Notice of Award, and any additional terms and conditions included by HRI. HRI or the Project Sponsor may impose restrictions/requirements beyond those noted above in which case such restrictions/requirements will be noted in Attachment B Program Specific Clauses.
- b) Within this Contract, references to 2 C.F.R. Part 200 shall be read as meaning “as implemented by HHS.” Prior to October 1, 2025, most requirements of 2 C.F.R. Part 200 shall remain implemented by HHS through 45 C.F.R. Part 75. On October 1, 2025, HHS is retiring 45 C.F.R. Part 75 and will apply the requirements set forth in 2 C.F.R. Part 200 directly to HHS awards. Until such time, reference to 2 C.F.R. Part 200 within this document shall be read as referencing the corresponding section of 45 C.F.R. Part 75. Also, until such time, to the extent special flexibilities may be provided under 2 C.F.R. Part 200 for non-HHS recipients and subrecipients, but have not yet been adopted by HHS, such flexibilities shall not apply to any work under this Contract. Upon direct application of 2 C.F.R. Part 200 by HHS to the Prime Award on or after October 1, 2025: (1) the references in this Contract to 2 C.F.R. Part 200 shall be construed as references directly to 2 C.F.R. Part 200 without regard to HHS’s prior implementation through 45 C.F.R. Part 75; and (2) performance hereunder shall be consistent therewith. HRI shall provide notice to Subrecipient when the Prime Award is subject to 2 C.F.R. Part 200, which may be by providing a copy of the Prime Award notice of award document implementing the change.
- c) Federal Procurement Standards. For all procurement transactions funded with federal funds provided under this subaward or with program income generated hereunder (“covered procurements”), Subrecipient shall comply with the federal procurement standards set forth at 2 C.F.R. § 200.317 *et seq.* Consistent with the federal procurement standards, Subrecipient shall maintain written procurement procedures which shall apply to covered procurements. Further, for covered procurements, Subrecipient shall comply with the competition requirements and conflict of interest restrictions of the federal procurement standards and shall include, to the extent required by 2 C.F.R. Part 200, Appendix II, certain required contract terms in its contracts.
- d) Federal Property Standards. No real property or equipment (as equipment is defined at 2 C.F.R. § 200.1) shall be acquired or improved with funds made available under this Contract (including any program income generated hereunder) unless approved in advance in writing by HRI. If HRI approves the acquisition or improvement of equipment or real property under this Contract, the provisions of the federal property standards set forth at 2 C.F.R. § 200.310 *et seq.* regarding federal interest and property use, management, and disposition shall apply.
- e) Professional and Efficient Performance. Subrecipient shall perform the services set forth in Exhibit A in a professional and efficient manner consistent with applicable industry practices. The services, work products, and deliverables provided by Subrecipient shall conform to the specifications in Exhibit A.
- f) Executive Order Compliance. Subrecipient shall comply with applicable Executive Orders governing permissible grantee activities, as implemented by, and to the extent implement by, the federal funding agency for the Prime Award.

4. Record Retention and Access – Subrecipient shall maintain documentation for all charges under this Contract. The books, records, and documents of Subrecipient insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of four (4) full years from the date of the final payment and shall be subject to audit or review at any reasonable time and upon notice by HRI, Project Sponsor, the Comptroller of the Treasury, or their duly appointed representative.

5. Payments

- a) As part of HRI’s subrecipient monitoring responsibilities, certain documentation is considered necessary before payments can be made under this Contract. To address these requirements, 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 Subrecipient’s audited financial statements;
 - If Subrecipient has undergone a Single Audit pursuant to 2 C.F.R. Part 200, Subpart F, a copy of its most recently completed full audit report (including management letter if requested);

- If maintained by the Subrecipient, a copy of the Subrecipient's approved federal indirect cost rate agreement, including any approved fringe benefit rate (the "federal rates"); or documentation (which is acceptable to HRI) which shows the Subrecipient's methodology for allocating fringe benefit costs to this Contract;
- If salaries or wages are approved in the Budget, documentation of the Subrecipient's time and effort reporting process, in compliance with Uniform Guidance.
- A copy of Subrecipient's equipment or property management policy if equipment is in the approved budget.
- Further documentation as requested by HRI to establish Subrecipient's fiscal and programmatic capability to perform under this Contract.

Unless and until the above items are submitted to and accepted by HRI, the Subrecipient 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 Contract. No payments, which would otherwise be due under this Contract, will be due by HRI until such time, if ever, as the above items are submitted to and accepted by HRI.

- The Subrecipient shall submit voucher claims and reports of expenditures at the Required Voucher Frequency noted on the face page of this Contract, in such form and manner, as HRI shall require. HRI will reimburse Subrecipient for actual allowable costs incurred upon receipt of expense vouchers pursuant to the Budget in Exhibit B, so long as Subrecipient has adhered to all the terms of this Contract and provided the reimbursement is not disallowed or disallowable under the terms of this Contract. 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). Subrecipient shall submit a final voucher designated by the Subrecipient as the "Completion Voucher" no later than sixty (60) days from expiration or termination of the Contract. Vouchers received after the 60-day period may be paid or disallowed at the discretion of HRI.
- Consistent with 2 C.F.R. § 200.406 (Applicable credits), as implemented by HHS, the Subrecipient 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 Subrecipient has been reimbursed by HRI under this Contract, it shall notify HRI of that fact and shall pay or, where appropriate, credit HRI those amounts. Subrecipient's obligation to make payments to HRI for applicable credits shall continue after, and survive, termination or expiration of this Contract.
- The Subrecipient represents and warrants that reimbursement claimed by the Subrecipient under this Contract 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. To the extent that payments for services rendered to patients or clients of Subrecipient under this Contract are recognized and reported by Subrecipient as program income and credited to this Contract, HRI generally will not consider such payments to constitute duplicate reimbursement. If Subrecipient breaches such warranty, Subrecipient shall repay to HRI all amounts paid under this Contract constituting duplicate reimbursement.

6. Termination

- Termination for Convenience. HRI may terminate this Contract without cause upon thirty (30) days' written notice to Subrecipient. In the event of such termination, HRI shall pay for services or supplies delivered prior to the date of termination. The Parties shall cooperate in good faith regarding the safeguarding of work in progress and payment of reasonable cost to Subrecipient regarding such work in progress. To the extent paid for by HRI, Subrecipient shall turn over all work product of work in progress, including all right and title therein, to HRI.
- Termination for Cause. HRI may terminate this Contract for cause upon written notice to Subrecipient. No termination for cause may be carried out until Subrecipient has been provided notice of the grounds for termination and a ten (10) day cure period. For purposes of this clause, "cause" shall mean: (1) a material breach of this Contract by Subrecipient; (2) the loss, suspension, or restriction of any license or other authorization to do business that is necessary for Subrecipient to perform the activities contemplated by this Contract; and/or (3) the debarment, suspension or other exclusion of Subrecipient from participation in federal programs.
- Termination Based Upon Lapse of Funds. HRI may immediately terminate this Contract by written notice to Subrecipient if funding under the award from HHS to HRI that funds this Contract is terminated or materially reduced.

7. Representations– Subrecipient represents that:

It has the full right and authority to enter into and perform under this Contract, and 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 Contract.

8. Indemnity – Subrecipient shall indemnify, save, hold harmless and defend HRI and the New York State Department of Health, and their agents, directors, trustee, officers, employees, members, and assigns of each of them (collectively, "Indemnitees") from and against any and all claims, damages, demands, actions, judgments, lawsuits, proceedings, assessments, liabilities, losses, penalties, costs and expenses (including, without limitation, reasonable attorneys' fees, costs and expenses), whether or not subject to litigation (collectively, "Indemnified Claims"), incurred by any Indemnitee in connection with the performance of this Contract, or for any damage or destruction of property, or injury, sickness, disease or death to persons caused by any acts or omissions of Subrecipient or its employees' or agents.

9. Amendments/Budget Changes –

a) This Contract 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 Prime Award, 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) In accordance with HHS Grants Policy Statement effective October 1, 2025 the following terms apply.

Contracts above the simplified acquisition threshold (≥\$350,000)

- Significant budget changes require prior approval when they constitute a change of scope or exceed 10% of total direct costs of the last approved budget period.

Contracts below the simplified acquisition threshold (≤\$350,000)

- Within a budget period, you can adjust your budget without prior approval within or between approved direct cost categories if the change does not constitute a change in scope.

10. Insurance –

a) The Subrecipient 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 coverages and limits referred to herein shall not in any way limit the liability of the Subrecipient. The Subrecipient shall include a provision in all subcontracts requiring the Subrecipient to maintain the same types and amounts of insurance specified in b) below.

b) The Subrecipient 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. CGL coverage shall be written on ISO Occurrence form CG 00 01 12 07, or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contractors, products-completed operations, and personal and advertising injury. 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 named as Additional Insureds on the Subrecipient's CGL, using ISO Additional Insured Endorsement CG 20 10 10 93 and CG 20 37 10 01, or CG 20 33 10 01 and CG 20 37 10 01, 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 Subrecipient. It shall apply as primary and non-contributing insurance before any insurance or self-insurance, including any deductible, maintained by, or provided to, 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.

HRI shall be named as Additional Insureds on the Subrecipient's AL policy. This insurance for the Additional Insureds shall be as broad as the coverage provided for the named insured Subrecipient.

The AL coverage for the Additional Insureds shall apply as primary and non-contributing insurance before any insurance maintained by the Additional Insureds.

3) Workers Compensation (WC) & Employers Liability (EL) and Disability benefit as required by New York State. Detailed information can be obtained by going to <http://www.wcb.ny.gov/>. Please note Accord form is NOT

acceptable proof of insurance for WC, EL, and Disability insurance. An officially sanctioned form of the NYS Workers' Compensation Board is required for proof of WC and Disability insurance.

- 4) Commercial Umbrella Liability (UL) with limits of insurance of not less than a limit of \$5,000,000. UL coverage must include as Additional Insured all entities that are Additional Insureds on the CGL and the AL.
- 5) If medical or other professional services will be furnished while carrying out activities under this Contract, Subrecipient shall also maintain Professional Liability Insurance with coverages customary to such activities and limits of liability of no less than \$1,000,000 per occurrence and \$3,000,000 aggregate.
- c) Notice of Cancellation or Coverage Modification to the certificate of insurance: No insurance policy required above should be cancelled, modified, allowed to expire, or reduced in coverage without at least 30 days prior written notice to HRI.
- d) Waiver of Subrogation – Subrecipient waives all rights against HRI including their agents, employees, officers and employees, board members, trustees, the New York State Department of Health, and the State of New York for recovery of damages to the extent these damages are covered by CGL, AL, WC & EL or UL insurance maintained per the requirements stated above.
- e) Be reasonably satisfactory to HRI in all other respects.
- f) The obligation of Subrecipient to indemnify any party 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 Subrecipient.

11. 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: (1) acknowledge HRI, the New York State Department of Health, and the Project Sponsor; and (2) 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, the New York State Department of Health or the Project Sponsor." This requirement shall be in addition to any publication requirements or provisions stated in program specific clauses.
- b) Conference Disclaimer: Where a conference is funded by a grant, cooperative agreement, sub-grant and/or a contract, Subrecipient 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, New York State Department of Health or the Project Sponsor, nor does mention of trade names or particular commercial practices imply endorsement by HRI, the U.S. Government, or the State of New York."
- c) Use of Logos: The Project Sponsor, HRI and/or New York State Department of Health's logos may not be used on conference materials without the advance, express written consent of the Project Sponsor, HRI and/or the New York State Department of Health.

12. Title –

- a) If equipment purchase is specifically authorized by HRI pursuant to Section 3(d): Unless noted otherwise in an attachment to this Contract, title to all equipment purchased by the Subrecipient with funds from this Contract will remain with Subrecipient, subject to the requirements of Section 3(d) (Federal Property Standards), including acknowledgement of any federal interest and underlying beneficial or reversionary rights associated therewith. Notwithstanding Subrecipient initially holding nominal title upon acquisition, at any point during the Term or within 180 days after the expiration of the Term, HRI may require, upon written notice to the Subrecipient, that the Subrecipient transfer title to some or all of such equipment to HRI or a designated party. The Subrecipient agrees to expeditiously take all required actions to effect such transfer of title to HRI or designated party when so requested. The provisions of this section and Section 3(d) shall survive the termination or expiration of this Contract.
- b) Subrecipient acknowledges and agrees that all work products, deliverables, designs, writings, inventions, discoveries, and related materials (collectively, "Works") made, produced or delivered by Subrecipient 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. Subrecipient 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 Subrecipient 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 CFR. 401) are hereby incorporated by reference and shall supersede any terms in this Contract that may conflict therewith. The provisions of this section shall survive the termination of this Contract.

- c) Subrecipient shall not incorporate any copyright-protected software or other copyright-protected works (collectively "Protected Works") into the deliverables produced under this Contract. In the event that Subrecipient desires to incorporate any such Protected Works into any deliverable produced under this Contract, Subrecipient shall obtain prior approval of HRI. HRI may condition such approval on Subrecipient acquiring necessary intellectual property rights in the Protected Work, such as relevant licenses, for the benefit of HRI or the federal government.

13. Confidentiality –

- a) Information relating to individuals who may receive services pursuant to this Contract shall be maintained and used only for the purposes intended under the Contract and in conformity with applicable provisions of laws and regulations or specified in Attachment B, Program Specific Clauses.
- b) Subrecipient acknowledges and agrees that, during the course of performing services under this Contract, it may receive information of a confidential nature, whether marked or unmarked ("Confidential Information"). Subrecipient 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. Subrecipient will not use Confidential Information for any purpose other than to facilitate the provision of services under this Contract, and Subrecipient will not disclose Confidential Information in an unauthorized manner to any third party without advance written consent by the providing party.
- c) Pursuant to 2 C.F.R. § 200.303, Subrecipient shall maintain adequate cybersecurity measures to protect Confidential Information and personally identifiable information (PII).

14. Equal Opportunity, Non-Discrimination, and Notice of Labor Rights –

- a) Subrecipient 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 Subrecipient 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, Subrecipient agrees that neither it nor its authorized subcontractor 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 Contract. Subrecipient 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 Contract and forfeiture of all moneys due hereunder for a second or subsequent violation. **Subrecipient shall, to the extent they apply, abide by (1) the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a), which prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and require affirmative action to employ and advance in employment individuals without regard to protected veteran status or disability; (2) 29 CFR Part 471, Appendix A to Subpart A, and (3) E-Verify.**
- b) Subrecipient agrees to comply with all applicable federal civil rights laws in performance of this Contract and in other activities of Subrecipient (regardless of whether directly federally funded), including all applicable laws that prohibit discrimination in access to program benefits. Such laws include, but are not limited to, those listed in Section 18(b).

15. Use of Names –

- a) 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 Subrecipient 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.

16. Site Visits and Reporting Requirements –

- a) Subrecipient shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance of the services under this Contract (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, upon providing prior written notice and during standard business hours, to conduct site visits where services are performed and observe the services being performed by the Subrecipient and any subcontractor and inspect Records. The Subrecipient shall render all assistance and cooperation to HRI and the Project Sponsor or their designee in connection with such visits and shall have the authority for determining contract compliance as well as the quality of services being provided.
- c) The Subrecipient agrees to provide the HRI, 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 HRI and conveyed in writing to the Subrecipient.
- d) If Subrecipient is required by federal regulations to file Employer Information Report EEO-1 (standard form 100) or Federal Subrecipient Veterans' Employment Report VETS-4212, Subrecipient certifies that it has done so or will file such reports in accordance with applicable instructions and will continue to file such reports unless or until no longer required by law or regulation.

17. Miscellaneous –

- a) Subrecipient 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 Subrecipient's or sub Subrecipient's employees considered employees of HRI, the New York State Department of Health or the Project Sponsor for any reason. Subrecipient shall pay employee compensation, fringe benefits, disability benefits, workers compensation and/or withholding and other applicable taxes (collectively the "Employers Obligations") when due. The Subrecipient shall include in all subcontract's provisions requiring the subcontractor to pay its Employer Obligations when due. Subrecipient is fully responsible for the performance of any independent Subrecipients or subcontractors.
- b) This Contract may not be assigned by the Subrecipient, 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 Contract shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.
- d) Subrecipient 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 Subrecipient's duties under this Contract or the conflict-of-interest policy of any agency providing federal funding under this Contract. In the event any actual or potential conflict arises, Subrecipient agrees to notify HRI in writing within ten (10) days to allow HRI to evaluate any potential or actual conflict. As applicable, Subrecipient 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, and a written standards of conduct policy meeting the standards of 2 C.F.R. § 200.318(c). Subrecipient 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, Subrecipient 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 this Contract. HRI shall provide Subrecipient with a copy of notifications sent to the funding agency under this Contract.
- e) Regardless of the place of physical execution or performance, this Contract 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 Contract 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 Contract.
- f) Notices by one party to the other under this Contract may, except as provided in this clause be sent by email. Each party shall, in good faith, acknowledge receipt of emails related to this Contract. Notwithstanding the foregoing,

notices of claims under this Contract and any notice of perceived breach of this Contract must be sent by registered mail, return receipt requested, addressed to the parties at their addresses indicated on the face page of this Contract.

- g) If any provision of this Contract 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 Contract but this Contract 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 Contract shall not constitute a waiver of that right by HRI or excuse a similar subsequent failure to perform any such term or condition by Subrecipient.
- i) It is understood that the functions to be performed by the Subrecipient pursuant to this Contract are non-sectarian in nature. The Subrecipient 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 Contract, Subrecipient 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 Contract in addition to those specifically included in the Contract and its incorporated Exhibits and Attachments.
- k) This Contract 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 Contract by facsimile transmission or PDF shall be as effective as delivery of a manually signed counterpart.
- l) The following pertains only to Subrecipients located in New York City or doing business in New York City: Subrecipient agrees it is compliant with NYC Local Law 96 (2018) Stop Sexual Harassment in NYC Act.
- m) Subrecipient 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.
- n) The Parties acknowledge that they share the goals of compliance with federal requirements and efficient performance of this Contract in furtherance of carrying out the overall project under the Prime Award. Subrecipient hereby confirms that it will raise compliance questions in advance where feasible to avoid possible instances of noncompliance. Subrecipient hereby confirms that it shall provide reasonable technical assistance and guidance relating to grant/cooperative agreement management requirements in response to specific questions posed by Subrecipient.

18. Federal Regulations/Requirements Applicable to Federally Funded Contracts for Research –

The following are federal regulations, which apply to all Contracts funding research:

- a) Human Subjects, Derived Materials or Data – If human subjects are used in the conduct of the work supported by this Contract, the Subrecipient agrees to comply with the applicable federal laws, regulations, and policy statements issued by HHS in effect at the time the work is conducted, including but not limited to Section 474(a) of the HHS Act, implemented by 45 CFR Part 46 as amended or updated. The Subrecipient 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 Contract, the Subrecipient 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 Subrecipient 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 Subrecipient and its respective principal 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) Subrecipient must comply with HHS regulatory requirements on Responsibility of Applicants for Promoting Objectivity in Research and financial conflicts of interest set forth in 42 CFR Parts 50 and 94. Subrecipient must also establish 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

19. Additional Subrecipient Compliance Matters -

- a) Subrecipient is required to register with SAM.gov as a recipient of financial assistance awards. Subrecipient must maintain the accuracy/currency of the information in SAM at all times during which the Subrecipient has an active agreement with HRI.
- b) If the Project Sponsor is an operative division of HHS: The Subrecipient must be in compliance with the following HHS 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, 42 U.S.C. § 2000d *et seq.*, as implemented at 45 CFR Part 80 (nondiscrimination on the basis of race, color or national origin).
 - 2) Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794, as implemented at 45 CFR Part 84 (nondiscrimination on the basis of disability).
 - 3) The Age Discrimination Act of 1975, 42 U.S.C. § 6101 *et seq.*, as implemented at 45 CFR Part 90 (nondiscrimination on the basis of age).
 - 4) Title IX of the Education Amendments of 1972, 20 U.S.C. § 1681 *et seq.*, as implemented at 45 CFR Part 86 (nondiscrimination on the basis of sex).
 - 5) Title 42, U.S.C. § 290dd-2, implemented at 45 CFR Part 84 (non-discrimination for drug/alcohol abusers in admission or treatment).
 - 6) Title 42, U.S.C. § 290dd-2, 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, 22 USC § 7104(g).
 - 8) Subrecipient agrees to comply with other requirements of the Project Sponsor, if applicable, set forth in the HHS GPA.
- c) Limited English Proficiency Assistance – Subrecipient shall comply with EO 13166 as implemented by Project Sponsor. EO 13166 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>.
- d) Subrecipient shall comply with 2 C.F.R. § 200.322 (Domestic preferences for procurements). If the project funded under this Contract is, in whole or in part, for infrastructure, Subrecipient shall comply with domestic sourcing requirements of the Build America Buy America (BABA) Act as implement at 2 C.F.R. Part 184.
- e) Subrecipient agrees that if the Project Sponsor is other than an HHS operating division, items 1, 2, 3 and 4 in subsection a) above shall be complied with as implemented by the Project Sponsor.
- f) Subrecipient agrees that the Standard Patent Rights Clauses under the Bayh-Dole Act (37 CFR 401) are hereby incorporated by reference and shall supersede any terms in this Contract that may conflict therewith.
- 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) Anti-Kickback Statute – Subrecipient performing work in federal health care programs are, in most instances, subject to the strictures of the Anti-Kickback statute (42 U.S.C. § 1320a-7b) 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 generally prohibits the payment of, or the solicitation or acceptance of, remuneration in return for referring patients or recommending health care services paid for by federal healthcare programs.

- i) Clean Air Act and the Federal Water Pollution Control Act Compliance – If this Contract is in excess of \$150,000, Subrecipient 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 HRI, the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- j) Whistleblower Protection – This Contract is subject to the whistleblower protection provisions of 41 U.S.C. § 4712.
- k) Suspension, Debarment and Exclusion – By execution of this Contract, Subrecipient certifies that neither Subrecipient nor any of its employees involved in the activities funded under this Contract has been debarred, suspended, or otherwise excluded from participation in federal procurement contracts, federal financial assistance programs, or federal health care programs. Subrecipient agrees to promptly notify HRI in the event that, during the term of this Contract: (i) it or any of the aforementioned individuals is suspended or debarred from participation in federally funded contracts or excluded from participation in federal health care programs, (ii) it or any of the aforementioned individuals receives official notice of processing, or intended processing, for suspension or debarment from federal programs or exclusion from federal health care programs.
- l) Federal Tax Liabilities – Neither Subrecipient nor any of Contractor’s principals has an unpaid Federal tax liability – for purposes of this representation, such a liability is an unpaid tax liability that: (i) has been assessed, (ii) for which all judicial and administrative remedies have been exhausted or have lapsed, and (iii) that is not being paid timely pursuant to an agreement with the authority responsible for collecting the liability).
- m) Felony Convictions – Neither Subrecipient nor any of Subrecipient’s principals has been convicted of a felony criminal violation under any Federal law within the preceding 24 months.
- n) Safeguarding Personally Identifiable Information – If this Contract entails the collection of any information that can be used to distinguish or trace an individual’s identity, either alone or when combined with other personal or identifying information that is linked to, or linkable to, the specific individual (herein “Personally Identifiable Information” or “PII”), Subrecipient shall (i) cooperate in good faith with HRI in identifying the fact and nature of such collection of information, and (ii) develop a PII protection plan to safeguard such information. HRI shall have the right, at no additional cost to HRI, to request reasonable modifications to such plan to enhance safeguards by (i) limiting collection of unnecessary PII and/or (ii) increasing technical protective measures.
- o) Section 508 Compliance – If this Contract entails the development of any written (including electronic) materials that will be furnished to a federal agency or displayed to the public by Subrecipient, HRI or Project Sponsor. Subrecipient shall ensure such materials are accessible consistent with the requirements of Section 508 of the Rehabilitation Act of 1973. For reference, applicable standards, including information technology and web-based materials accessibility standards, are described at www.section508.gov.
- p) Public Statements– Subrecipient shall not issue any public statements regarding the work performed under this Contract without prior approval of HRI.
- q) Nondisclosure and Confidentiality Agreements – No nondisclosure or confidentiality term of this Contract shall be construed as prohibiting HRI, Subrecipient, or the personnel of either, from lawfully reporting waste, fraud, or abuse relating to this Contract to a designated investigative or law enforcement representative of a federal department or agency authorized to receive such information.
- r) Section 889 Compliance – Subrecipient is prohibited, in performance of this Contract, from providing HRI any equipment, service or system that uses, as a substantial component, covered telecommunications equipment or services. “Covered telecommunications equipment” is defined at Section 889 of Public Law 115-232 (Aug. 13, 2018) and 2 C.F.R. § 200.216 to include the equipment and services of Huawei Technology Company and ZTE Corporation as well as that of certain other entities and affiliates. If Subrecipient determines, during the term of this Contract or during a period extending for one year after the end of the term, that it failed to comply with this prohibition, it shall promptly notify HRI and replace the noncompliant equipment or service with compliant equipment or services at no additional cost to HRI.
- s) Subcontracting and Efforts to Utilize Small and Disadvantaged Business Enterprises – No substantive work under this Contract shall be subcontracted without prior approval of HRI. To the extent that any work under this Contract may be subcontracted, Subrecipient agrees to make reasonable efforts, consistent with 2 C.F.R. § 200.321, to

use small businesses, minority-owned businesses, women-owned businesses, and labor surplus area firms when possible. Efforts to promote participation by minority-owned businesses and women-owned businesses shall be accomplished in a manner consistent with federal civil rights laws.

- t) Fly America Act – Any foreign travel funded under this Contract shall be carried out in a manner consistent with the restrictions of the Fly America Act, 40 U.S.C. § 40118. Subrecipient should contact HRI with any questions regarding compliance.
- u) Pro-Children Act of 1994 - The Subrecipient 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 Contract is, or if the services are provided in indoor facilities that are constructed, operated or maintained with such federal funds.
- v) Drug Free Workplace - The Subrecipient maintains a drug free workplace in compliance with the Drug Free Workplace Act of 1988 as implemented in 45 CFR Part 76.
- w) EO 13513, Federal Leadership on Reducing Text Messaging while Driving, October 1, 2009. Subrecipient shall establish a policy addressing texting while driving. Subrecipient is encouraged to ban such activities during times when employees or contractors are performing work under this Contract.

20. Required Federal Certifications –

Acceptance of this Contract by Subrecipient constitutes certification by the Subrecipient of all of the following:

- a) The Subrecipient is not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency.
- b) The Subrecipient is not delinquent on any federal debt.
- c) Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 – If this Contract exceeds \$100,000, by executing this Contract, the signatory for Subrecipient certifies, to the best of their knowledge and belief, that:
 - (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 - (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - (3) The Subrecipient shall require that the language of this certification be included in the award documents for all sub-agreements at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subcontractors and subrecipients shall certify and disclose accordingly.
 - (4) Subrecipient acknowledges that this certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Subrecipient further acknowledges that any person who fails to file the required certification may be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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