

This Agreement (“Agreement”) is made and effective as of [DATE] (the “Effective Date”) between the Fund for Public Health in New York, Inc. (hereinafter “FPHNY”) a nonprofit corporation having its principal office located at 22 Cortlandt Street, 8th Floor, New York, New York 10007 and [NAME OF CONTRACTOR] (hereinafter “Contractor”), having its principal office located at [PRINCIPAL ADDRESS OF CONTRACTOR].

WHEREAS:

- A. FPHNY is a nonprofit corporation that is exempt from taxation under Section 501(c)(3) of the Internal Revenue Code and is formed for the purpose of soliciting, administering and receiving funds and using such funds to assist the Department of Health and Mental Hygiene (“DOHMH”) of the City of New York (the “City”) to fulfill its mission.
- B. FPHNY, on behalf of DOHMH, has been designated as the recipient of the **TD Bank Ready Challenge** (“Ready Challenge Grant”), the purpose of which is to expand the Quickie Lab Model to the NYC DOHMH Sexual Health Clinics for Rapid STI Testing. FPHNY is responsible for fiscal and administrative oversight of the Ready Challenge Grant, whereas DOHMH is responsible for programmatic oversight of the Ready Challenge Grant.
- C. FPHNY’s responsibilities include conducting solicitations and drafting and executing contracts for the services required to fulfill the purpose of the Ready Challenge Grant.
- D. In furtherance of the purpose of the Ready Challenge Grant and, in particular, to support the work of FPHNY and DOHMH in evaluating the NYC Health Department’s clinical and laboratory infrastructure and services and developing a strategic plan for delivering integrated services that contribute to public health goals (the “Project”), DOHMH and FPHNY require certain assistance and services of the kind Contractor has offered and is able to furnish, in consideration of the compensation set out in this Agreement. In exchange for Contractor’s provision of such assistance and services, and in order to implement the intent of the Project, FPHNY has awarded a deliverables based contract of \$[AMOUNT] (the “Award”) to Contractor, payable as set out in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein set forth, FPHNY and Contractor agree as follows:

I. DESCRIPTION AND CONDUCT OF WORK

- A. Services/Deliverables: Contractor shall provide services and complete deliverables in the manner and at the levels set forth in the Scope of Services annexed hereto and incorporated herein as Appendix A and consistent with and in adherence to the Schedule of Deliverables & Compensation annexed hereto and incorporated herein as Appendix B. Any due dates listed in Appendix A are subject to change at the discretion of DOHMH.
- B. Standard of Care: Contractor shall deliver and provide all services and deliverables set forth in this Agreement (“Services”) in accordance with generally accepted standards of professional quality and care existing or recognized during the term of this Agreement.

- C. Licensure and Professional Qualifications: Contractor shall ensure that all persons, consultants and staff performing Services pursuant to this Agreement are qualified to perform such Services and maintain any required New York State licenses and certifications throughout the term of this Agreement.
- D. Sexual Harassment Prevention Training: If Contractor works for more than eighty (80) hours and more than ninety (90) days in a calendar year, Contractor must complete FPHNY's sexual harassment prevention training each calendar year. If Contractor has already completed a sexual harassment prevention training, Contractor must provide proof of such completion before any payments can be made under this Agreement.
- E. No Exclusion: Neither Contractor nor Contractor's employees or permitted subcontractors who provide Services in connection with this Agreement have been excluded from participation in, or otherwise sanctioned by, Medicare, Medicaid or any other federal, state or local health care program, as applicable, and have not otherwise been barred from being a government contractor or subcontractor by any unit of the federal, state, or local government, and will promptly notify FPHNY if it or any such persons becomes so excluded or sanctioned during the term of this Agreement.
- F. Evaluation: Contractor shall cooperate fully with FPHNY and DOHMH regarding the evaluation of Services provided hereunder, and will advise and consult with employees and officials of FPHNY, DOHMH, and any designated Project evaluation agent.
- G. Inspections: FPHNY, DOHMH or their designated agents, shall have the right at any time, given reasonable notice, to inspect the site(s) where Services are performed, to inspect the materials and curricula (if any) used by Contractor in connection with the provision of Services under this Agreement, and to attend any and all trainings, drills, tests, and activities (if any) organized or sponsored by Contractor pursuant to this Agreement. Contractor shall render all assistance and cooperation to FPHNY, DOHMH, or their designated agents, in making such inspections and shall assure FPHNY, DOHMH, and their designated agents, ready access to such site(s), materials, curricula, trainings, drills, tests, and activities, and all medical, financial or other records and reports relating to Services provided hereunder.

II. TERM AND TERMINATION

- A. Term: This Agreement shall commence on the Effective Date and shall continue in force until **[DATE]** (the "Expiration Date"), except as terminated sooner in accordance with the terms of this Agreement. Notwithstanding the foregoing, FPHNY may, in its sole discretion, extend the term and appoint a new Expiration Date for Contractor's performance of this Agreement
- B. Right of Termination: FPHNY shall have the right to terminate this Agreement, in whole or in part, before the Expiration Date, with or without cause and in FPHNY's sole discretion, provided that written notice of termination is given at least thirty (30) days prior to the effective date of the proposed termination. Upon termination of this Agreement, Contractor shall immediately cease the provision of all Services and shall, within thirty (30) days of FPHNY's request, return to FPHNY all FPHNY equipment,

materials and supplies within the possession or control of Contractor as required by Section VI of this Agreement.

- C. Immediate Termination: In the event that, in FPHNY's opinion, Contractor demonstrates a clear intent not to fulfill the terms of this Agreement, FPHNY shall have the right to terminate this Agreement immediately, by written notice faxed, mailed or delivered to Contractor.
- D. Effect of Termination: In the event that this Agreement is terminated pursuant to paragraphs B or C of this Section II., Contractor shall not incur any further obligation pursuant to this Agreement beyond the termination date. Any obligation necessarily incurred by Contractor on account of this Agreement prior to receipt of notice of termination and falling due after termination shall be paid in accordance with the terms of this Agreement.
- E. Close-out Procedures: Upon the Expiration Date, or the sooner termination of this Agreement, Contractor shall comply with FPHNY's disclosed close-out procedures, including, but not limited to:
1. submitting within (30) days of the contract end date a final invoice for all services that have been completed under the contract terms and conditions;
 2. accounting for and refunding to FPHNY, within thirty (30) days, any excess payments that have been made to the Contractor pursuant to this Agreement;
 3. furnishing to FPHNY, within thirty (30) days, an inventory of all equipment, appurtenances and property purchased through this Agreement on behalf of FPHNY or DOHMH as provided for herein;
 4. turning over to FPHNY, upon request, within thirty (30) days, all books, records, documents and material specifically relating to this Agreement; and
 5. confirming the completion of the processes set forth in 1 through 4 above.

III. CONSIDERATION AND PAYMENT

- A. Total Compensation: The total maximum amount payable to Contractor under this Agreement shall not exceed \$[AMOUNT] in accordance with the Schedule of Deliverables & Compensation contained in Appendix B (the "Fee Schedule").
- B. Payments; Invoices: Contractor shall submit to DOHMH a detailed invoice ("Invoice" or "Invoices") in a form approved by FPHNY requesting payment of each Installment as it becomes due as provided on the Fee Schedule. FPHNY shall pay Contractor for Installments claimed, provided that (i) Contractor has submitted to FPHNY a duly executed Form W-9, (ii) the deliverables due prior to the payment of each such Installment have been completed to the satisfaction of DOHMH, (iii) FPHNY has received satisfactory confirmation of, and documentation evidencing, such completion, and (iv) the Invoice or Invoices itemizes each deliverable completed in relation to the

Installment claimed. Failure to submit Invoices in accordance with the provisions of this Agreement may result in the termination of this Agreement by FPHNY, subject to the terms of Sections II.B. and II.C hereof.

- C. Subject to the Availability of Funds. This Agreement is subject to the availability of grant funds under the Ready Challenge Grant provided by TD Bank Group to FPHNY. FPHNY shall notify Contractor, in writing, of any modification, payments, delays, or cancellations of said funds from TD Bank Group and shall modify the Agreement accordingly.
- D. Use of Payment(s); Certified Statement: Reimbursement or payments made under this Agreement shall be deposited within (90) days of the issuance of the check.
- E. No Duplicative Reimbursement: Contractor shall not seek nor be paid for services, deliverables or costs provided for under this Agreement if Contractor has received or is reasonably likely to receive payments for such services, deliverables or costs from another source, including, but not limited to client fees, private insurance, public donations, grants, legislative funding from units of government, or any other source.
- F. Erroneous Payments: Contractor shall immediately return to FPHNY any payments made to Contractor to which it is not entitled.
- G. Maintenance of Books and Records:
 - a. Contractor shall maintain complete and accurate books and records supporting all payments made under this Agreement. Contractor shall keep such books and records in accordance with generally accepted accounting principles. Such records may include but are not limited to bank statements, canceled checks, bills, receipts, employee time cards, requests for payment and deposit slips relating to all financial accounts and transactions. The expenditures and receipts shall be segregated on the books of Contractor.
 - b. For six (6) years after the Expiration Date, or sooner termination of this Agreement, Contractor shall maintain copies of all financial and work reports, evaluation surveys and audits which reflect all Services rendered hereunder and fiscal accountability for all monies appropriated and spent thereby, all training and curricula materials (if any) prepared or compiled in connection with Services provided under this Agreement, and all attendance sheets and training rosters collected and prepared in connection with all trainings and activities (if any) held pursuant to this Agreement.
 - c. Contractor shall make such books, financial documentation, records, reports, surveys, audits, materials, and other documents available at all reasonable times during the performance period of this Agreement and for six (6) years after the Expiration Date or sooner termination of this Agreement or, in the case of an ongoing audit that encompasses the Services provided under this Agreements by federal, state or local authorities, for six (6) years after completion of the audit, for inspection and/or audit by FPHNY, DOHMH, the City or their agents, and other federal, state or local governmental agencies, as necessary. FPHNY,

DOHMH, the City or their agents, and other federal, state or local governmental agencies will determine the scope and protocol of all inspections and audits, based on a review of any materials they consider reasonably necessary, and Contractor shall assist and cooperate in relation to such inspections and audits.

IV. CONFIDENTIALITY AND PRIVACY

- A. General Compliance: Contractor shall comply with all federal, state, and local laws, rules and regulations (each, a “Law,” and together, the “Laws”) pertaining to confidentiality, privacy and security of information received, generated, used or held by Contractor in the course of its performance under this Agreement.
- B. Confidential Information: During the course of its performance under this Agreement, Contractor is likely to have contact with information proprietary to and of substantial value to FPHNY, including, but not limited to, as applicable, information relating to identified patients, scientific protocols, results, techniques, designs, drawings, processes, inventions, developments, equipment, prototypes, sales and customer information; and business and financial information, relating to its business, products, practices or techniques, and public health disaster preparedness plans that are not meant to be publicly available (all of the foregoing hereinafter referred to as “Confidential Information”). Contractor agrees, at all times, to regard and preserve as confidential such Confidential Information, and to refrain from publishing or disclosing any part of such Confidential Information or from using it, except as provided pursuant to the terms and conditions of this Agreement, or with the express written consent of FPHNY or the person to whom such information pertains, or except as otherwise authorized by applicable Laws. Contractor shall require any person, including, but not limited to, all agents, employees or volunteers, performing Services on behalf of Contractor under this Agreement to do the same. In the event that Contractor receives a request to produce Confidential Information pursuant to an order of a court of competent jurisdiction or a facially valid administrative, Congressional, state or local legislative or other subpoena, or believes Contractor is otherwise required by law to disclose Confidential Information, then Contractor shall promptly notify FPHNY prior to making such disclosure, and shall afford FPHNY, or other owner of the Confidential Information, the opportunity to challenge or otherwise lawfully seek limits upon such disclosure of Confidential Information.
- C. DOHMH Information: All reports, information and data furnished to Contractor by DOHMH or prepared, assembled or used by Contractor pursuant to this Agreement are to be held as confidential and shall not be made available to any individual or organization without the prior written approval of DOHMH, except as required by law.
- D. Patient Health Information: All medical or mental health information identifiable to a person received by Contractor in the course of its performance under this Agreement shall be kept confidential and shall not be used or disclosed except as permitted by an applicable law and, where permitted by law, such use or disclosure shall be undertaken in strict compliance with Contractor’s policies regarding the use or disclosure of such information. Contractor represents and warrants that its policies regarding use and disclosure of patient information are compliant with all applicable state, federal, and local

laws, including, but not limited to, New York State Laws and the federal Health Insurance Portability and Accountability Act of 1996, and its implementing regulations.

V. LITERATURE

- A. Approvals: Contractor shall submit to DOHMH the final draft copy of each piece of written material, educational material, manual, survey, test, brochure, flyer, pamphlet, questionnaire, or video developed by it under this Agreement, as applicable, for review and approval prior to printing. DOHMH will respond in writing to Contractor within twenty (20) business days indicating approval or need for modification of the submitted material. Should this response indicate need for modification, specific written guidance will be given to Contractor. Contractor shall make the modifications as indicated by DOHMH, and resubmit the material for DOHMH's final approval. The format and content of educational programs (if any) will also be subject to the approval provision of this paragraph A.
- B. Required Text: Contractor shall use the logo trademark "TD" (TD Shield) in appropriate recognition and promotional items unless otherwise advised by TD and Contractor shall use the trademark "TD Bank Group" in the first mention and "TD" in subsequent mentions in all promotional materials unless otherwise advised by TD.
- C. Copyright Ownership: All materials, publications, videos, curricula, reports, and other material produced under this Agreement ("Material") shall be considered "work-made-for-hire" within the meaning and purview of Section 101 of the United States Copyright Act, 17 U.S.C Section 101, and the City shall be the copyright owner thereof and of all aspects, elements and components thereof in which copyright protection might subsist. To the extent that the Material does not qualify as "work-made-for-hire," Contractor hereby irrevocably transfers, assigns and conveys exclusive copyright ownership in and to the Material to the City, free and clear of any liens, claims or other encumbrances.
- D. Technology/Software Licensing: In the event that, for the provision of Services under this Agreement, Contractor requires the use of any technology, software or systems belonging to, or licensed to, FPHNY or the City, then such use is permitted only to the extent necessary for Contractor's performance under this Agreement, and only for so long as this Agreement is in force, and such permission shall immediately terminate on the expiration or sooner termination of this Agreement.

VI. EQUIPMENT

- A. All equipment with a purchase price of \$5,000 or more, the cost of which is reimbursed in whole or in part from Agreement funds or which is provided by FPHNY to Contractor for use on the Project, shall be deemed to be property of FPHNY and shall be used as far as practicable by Contractor for the purpose of carrying out the intent of this Agreement and shall not be available for the general use of Contractor. During the term of this Agreement, Contractor shall maintain at all times a complete inventory of all such equipment, and such inventory shall include, for each item, a description of the item and a clear record of its location, serial number, date of purchase, purchase price and the percentage of FPHNY ownership in the equipment. Contractor shall submit a copy of

said inventory to FPHNY promptly following a request by FPHNY. Upon termination of this Agreement, FPHNY reserves the right to require Contractor to deliver all such equipment to FPHNY or its designee, within thirty (30) days after FPHNY's request. If the Contractor paid for part of the purchase price of the equipment and FPHNY requires Contractor to deliver the equipment to itself or a third party as provided for in this paragraph, FPHNY shall promptly compensate Contractor for the fair market value of Contractor's share of the equipment.

VII. DISPUTE RESOLUTION

- A. Injunctive Relief: Contractor acknowledges and agrees that, in the event of Contractor's breach of any part of Section IV. or Section V. hereof, money damages will be difficult to quantify and will not appropriately compensate FPHNY and/or the City for Contractor's breach, and, therefore, FPHNY and/or the City (as applicable) may seek to enjoin any breach of the provisions of Section IV. and Section V. hereof in any court of competent jurisdiction.
- B. Binding Arbitration: Except as set forth in paragraph A of this Section VII., the parties will attempt in good faith to negotiate a resolution of any dispute arising out of or relating to this Agreement. If the dispute cannot be resolved in this manner within thirty (30) days after commencement of such negotiations, either party may submit the dispute to binding arbitration by notifying the American Arbitration Association (the "Arbitration Association"), with a copy of such notice to the other party. Upon receipt of such notification, the Arbitration Association shall designate a single arbitrator to hear the dispute, which designation shall be final and binding upon the parties, and the binding arbitration shall be held pursuant to the Arbitration Association's Rules, as then in effect, by which both parties shall be bound. The arbitration shall be held in New York, New York, unless otherwise mutually agreed by the parties. The arbitration shall be governed by the United States Arbitration Act, 9 U.S.C. Sections 1-16 (or the principles enunciated in such Act in the event that it shall not apply). The award or judgment of the arbitrator shall be final and binding on the parties, and may be confirmed and entered as a final judgment by any court of competent jurisdiction (including, but not limited to, any court located in the jurisdiction in which is located the principal place of business of the party against which the award or judgment is sought to be enforced) and enforced accordingly.

VIII. MISCELLANEOUS

- A. Insurance: If applicable, Contractor warrants and represents that it is, and will be continuously during the term of this Agreement, sufficiently self-insured for claims and liabilities including personal and property damage that may arise from or in connection with the performance of the work hereunder by Contractor, its agents, representatives, employees, volunteers, or subcontractors. If Contractor does not self-insure, instead Contractor warrants and represents that it has, and will have continuously during the term of this Agreement, and that it shall require all subcontractors to obtain and maintain continuously during the term of this Agreement:
1. Comprehensive General Liability: insurance to provide coverage for bodily injury and property damage, including damage to any facilities, equipment or vehicles, in limits of no less than \$1,000,000 per occurrence and \$3,000,000 aggregate;

2. Professional Liability: professional liability insurance, in limits of no less than \$1,000,000 per occurrence and \$3,000,000 aggregate;
3. Employers Liability: insurance to provide coverage for the acts and omissions of Contractor's employees in limits of no less than \$1,000,000 per accident; and
4. Workers' Compensation: workers' compensation and disability insurance as required by the applicable New York State law.
5. Excess Umbrella Liability: in the event that contractor's insurance policy(s) does not meet the limits stated above.

Contractor shall maintain on file with FPHNY current Certificates of Insurance for the above referenced policies, listing FPHNY and the City as Additional Insureds for General Liability policies and as Certificate Holders for all other required insurance.

- B. Collaboration; Network: If, pursuant to this Agreement, Contractor is receiving funds on behalf of other corporate entities, whether affiliated within the same health system as Contractor or unaffiliated, and disbursing such funds to such other corporate entities to compensate them for their participation in the Project and/or for the rendering of Services, then Contractor will assure that each such corporate entity complies with and abides by the terms and conditions of this Agreement, to the extent that such corporate entity performs Services and receives funds under this Agreement. In addition, Contractor represents and warrants that each corporate entity that performs Services and receives funds under this Agreement shall obtain and maintain, continuously during the term of this Agreement, insurance coverage at the levels required by paragraph A of this Section VIII., as if they were a subcontractor of Contractor. The other corporate entities referred to in this paragraph B shall not be entitled to initiate or maintain any legal claims against FPHNY or the City to enforce any terms of this Agreement. The failure of any such corporate entity to perform will be no defense for Contractor's failure to perform fully its own obligations, and Contractor remains fully responsible for all actions taken pursuant to the delivery of Services under, and the performance of, its obligations under this Agreement.
- C. Independent Contractor Status: Contractor and FPHNY agree that Contractor is an independent contractor, and not an employee of FPHNY or the City, and that in accordance with such status as an independent contractor, Contractor covenants and agrees that neither it nor its employees nor its agents will hold themselves out as, nor claim to be, officers or employees of FPHNY or the City, or of any department, agency or unit thereof, by reason hereof, and that they will not, by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of FPHNY or the City, including, but not limited to, workers' compensation coverage, unemployment insurance benefits, social security coverage or employee benefits, retirement membership or credit.
- D. Employees of Contractor: Contractor represents and warrants that all experts or consultants or employees of Contractor who are employed or engaged by Contractor to perform Services under this Agreement will not be employees of FPHNY or the City and will not otherwise be under contract to FPHNY or the City. Contractor alone shall be responsible for the consultants' or employees' work, direction, compensation and

- personal conduct while engaged under this Agreement. Nothing in this Agreement shall impose any liability or duty on FPHNY or the City for the acts, omissions, liabilities or obligations of Contractor, or any person, firm, company, agency, association, expert, consultant, independent contractor, specialist, trainee, employee, servant, or agent of Contractor, or for taxes of any nature, including, but not limited to, worker's compensation, unemployment insurance, disability benefits and social security, or, except as specifically stated in this Agreement, to any person, firm or corporation.
- E. Indemnification: Contractor shall be solely responsible for all injuries or death to its agents, servants, or employees, or to any other person, or damage to any property sustained in connection with the rendering of Services pursuant to this Agreement, resulting from any act or omission or commission or error in judgment of any of its officers, trustees, employees, agents, servants, or independent contractors. To the fullest extent allowable by law, Contractor shall indemnify, defend, and hold harmless FPHNY and the City, including their respective officials and employees from claims, (even if the allegations of the claims are without merit), judgments for damages on account of injuries or death to any person or damage to any property, and costs and expenses to which FPHNY, the City, or their respective officials and employees may suffer or incur allegedly arising out of any of the operations of the Contractor to the extent arising from any negligent act of commission or omission, intentional tortious act, and/or failure to comply with the law or with the requirements of this Agreement. Insofar as the facts or law relating to any of the foregoing would preclude FPHNY, the City or their respective officials or employees from being completely indemnified by the Contractor, FPHNY, the City, and their respective officials and employees shall be indemnified to the fullest extent permitted by law.
- F. Infringements: To the fullest extent permitted by law, the Contractor shall defend, indemnify, and hold harmless FPHNY, the City of New York, and their respective officials and employees against any and all claims (even if the allegations of the claim are without merit), judgments for damages, and costs and expenses to which FPHNY or the City or their respective officials and employees may be subject to or which they may suffer or incur allegedly arising out of any infringement, violation, or unauthorized use of any copyright, trade secret, trademark or patent or any property or personal right of any third party by the Contractor and/or its employees, agents, or subcontractors in the performance of this Agreement. To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless FPHNY, the City, and their respective officials and employees regardless of whether or not the alleged infringement, violation or unauthorized use arises out of compliance with the agreement's scope of services/scope of work. Insofar as the facts or law relating to any of the foregoing would preclude FPHNY, the City, or their respective officials and employees from being completely indemnified by the Contractor, FPHNY, the City, and their respective officials and employees shall be partially indemnified by the Contractor to the fullest extent permitted by law.
- G. Prohibition on Assignment/Subcontract: This Agreement shall neither be assigned nor subcontracted by Contractor in whole or in part without the prior, express, written consent of FPHNY. Contractor shall not assign, transfer, convey or otherwise dispose of this Agreement or of Contractor's rights, obligations, duties, in whole or in part, or of its right to execute it, or its right, title or interest in it or any part thereof, or assign, by power of attorney or otherwise, any of the notices due or to become due under this Agreement,

unless the prior, express, written consent of FPHNY shall be obtained. Any such assignment, transfer, conveyance or other disposition without such consent shall be void. This Agreement may be assigned by FPHNY to any corporation, agency or instrumentality having authority to accept such assignment without the consent of, or notice to, Contractor. In particular, but not limiting the foregoing, this Agreement may be assigned by FPHNY to the City at any time without the consent of, or notice to, Contractor.

- H. No Partnership, Agency, Association or Joint Venture: The parties agree that nothing contained herein shall create any partnership, agency, association, or joint venture relationship between the parties. Except as expressly provided in this Agreement, neither party shall have any right of authority to create any obligation or responsibility, express or implied, on behalf of or in the name of the other party, or to bind the other party contractually in any manner whatsoever.

- I. No Contractual Relationship: Contractor agrees that nothing contained herein shall create any contractual relationship between Contractor and the City. The City is hereby deemed to be the sole and exclusive third party beneficiary of this Agreement. Accordingly, this Agreement does not grant any third party beneficiary rights with respect to the City to individuals or entities involved in the provision of Services under this Agreement.

- J. Legal Compliance: Notwithstanding any other provision in this Agreement, Contractor remains responsible for ensuring that all Services provided pursuant to this Agreement comply with all pertinent provisions of federal, state and local law, and that all necessary approvals from federal, state and local governmental authorities have been obtained in order to perform the work provided for under this Agreement.

- K. Notices: All notices and requests hereunder by either party shall be in writing and, except as otherwise specified in this Agreement, directed to the address of the parties as follows, either in person or by certified mail, return receipt requested, and shall be effective upon delivery:

If to FPHNY: Fund for Public Health in New York, Inc.
22 Cortlandt Street, 8th Floor
New York, New York 10007
Attn.: Sara W. Gardner, M.P.H.
Chief Executive Officer

If to Contractor: **[NAME OF CONTRACTOR]**
[ADDRESS OF CONTRACTOR]
Attn.: **[NAME]**
[TITLE]

- L. No Waiver: No delay or failure by any party to exercise any right under this Agreement, nor any partial exercise of any such right, shall constitute a waiver of such right or any other right. The waiver by any party of the breach of any terms and conditions of, or any

- right under, this Agreement shall not be deemed to constitute the waiver of any other breach of the same or any other term or condition or of any similar right. No waiver shall be binding or effective unless expressed in writing and signed by an authorized representative of the party giving such waiver.
- M. Conflict of Laws: This Agreement and all disputes arising out of this Agreement shall be interpreted and decided in accordance with the laws of the State of New York, without regard to conflict of law rules.
- N. All Legal Provisions Deemed Included: It is the intent and understanding of the parties to this Agreement that each and every provision of Law required to be inserted in this Agreement shall be and is inserted herein. Furthermore, it is hereby stipulated that every such provision is to be deemed to be inserted herein, and if, through mistake or otherwise, any such provision is not inserted, or is not inserted in correct form, then this Agreement shall forthwith upon the application of either party be amended by such insertion so as to comply strictly with the Law or Laws and without prejudice to the rights of either party hereunder.
- O. Other Provisions Deemed Included: It is the intent and understanding of the parties to this Agreement that, to the extent that FPHNY's subcontractors are bound by or obligated under the terms and conditions of grants from and contracts with the federal government or other funders, then each and every such obligation shall be and is inserted herein and imputed to Contractor, which shall comply with such terms and conditions as a subcontractor of FPHNY.
- P. Severability: If this Agreement contains any unlawful provision which is not an essential part of this Agreement and which shall not appear to have been a controlling or material inducement to the making thereof, the same shall be deemed of no effect and shall, upon notice by either party, be deemed stricken from this Agreement without affecting the binding force of the remainder.
- Q. Counterparts: This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute but one and the same instrument. This Agreement will become effective when duly executed by both parties.
- R. Entire Agreement and Amendments: This Agreement, including all exhibits and attachments hereto, constitutes the entire agreement between the parties relating to the subject matter hereof and supersedes all prior negotiations, writings, agreements and understanding between the parties, whether oral or written. No amendment or modification of this Agreement shall be binding or effective unless expressed in writing and signed by an authorized representative of each party.
- S. Survival: Notwithstanding any other provision of this Agreement, the following Sections shall survive termination of this Agreement: Sections II.D, III.D, III.E, III.F, III.G, IV., V.C, VI., VII., and VIII.

[Grant Name]
[Contractor Name]
[Contract No.]

ATTACHMENTS:

Appendix A: Scope of Services

Appendix B: Schedule of Deliverables & Compensation

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and date first written above.

FUND FOR PUBLIC HEALTH IN NEW YORK, INC

By:

Name: Sara W. Gardner, M.P.H.
Title: Chief Executive Officer

[NAME OF CONTRACTOR]

By:

Name: Insert Signatory Name
Title: Insert Signatory Title

[Grant Name]
[Contractor Name]
[Contract No.]

Appendix A

Scope of Services

[Grant Name]
[Contractor Name]
[Contract No.]

Appendix B

Schedule of Deliverables & Compensation