**Agreement**

This Agreement (“Agreement”) is effective April 1, 2025 (“Effective Date”) by and between the Healthcare Educational and Research Fund, Inc.(“HERF”)a New York not-for-profit corporation with its principal place of business at One Empire Drive, Rensselaer, New York 12144, and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ with a principal place of business at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, (“Recipient”), individually referred to herein as a “Party” and collectively as “Parties.”

**Recitals**

1. HERF applied for and received grant monies to develop and launch the Care Connections program.
2. Recipient applied for a stipend from HERF’s parent company, HANYS, to fund the training and education of a local community health worker with the intention of hiring the CHW within one year of receiving funding.
3. HANYS has awarded Recipient a stipend using grant monies.
4. The Parties desire to enter into this Agreement setting forth the terms and conditions that will apply to Recipient’s services relating to its participation in the Care Connections program and receipt of the stipend as described in the Work Order attached to this Agreement.

**Now, therefore,** in consideration of these premises, covenants, and conditions hereinafter set forth, and for other good and valuable consideration given and received, the Parties mutually agree on the following terms and conditions:

**Article I**

**Agreement**

1.1 This Agreement serves as a master contract containing basic terms and conditions that will allow the Parties to contract for the project through the issuance of a Work Order for the project. Recipient shall not subcontract any of the services that Recipient provides to HERF under this Agreement.

1.2 The specific details of the project under this Agreement are set forth in the Work Order attached to this Agreement and include, as appropriate, the scope of work, description of services to be provided, term, timeline, fees, and payment schedule. The Work Order will be subject to all of the terms and conditions of this Agreement, in addition to the specific terms set forth in the Work Order. To the extent any terms or provisions of the Work Order conflict with the terms and provisions of this Agreement, the terms and provisions of this Agreement shall control, except to the extent that the Work Order expressly and specifically states an intent to supersede the Agreement on a specific matter. The Work Order attached hereto shall be deemed incorporated into this Agreement by reference.

**Article II**

**Professional Services**

2.1 During the term of this Agreement, Recipient shall provide services as set forth in the Work Order (collectively, “Professional Services”).

**Article III**

**Recipient Price/Payment**

3.1 In consideration of Recipient’s performance under this Agreement and in the Work Order, HERF agrees to pay Recipient for the Professional Services (“Professional Fee”).

3.2 Recipient understands and agrees that payment of all Professional Fees is conditioned on the receipt by HERFof sufficient grant funds from the granting entity or entities and are subject to the payment process governing the grant. Further, Recipient understands and agrees that payment of all Professional Fees is also conditioned upon the timely receipt of complete reports and complete reimbursement requests.

**Article IV**

**Term and Termination**

4.1 The term of this Agreement shall be from the Effective Date of this Agreement and end on November 30, 2025 (“Term”).

4.2 If Recipient defaults in its performance of its obligations under this Agreement and such default is not cured within thirty (30) days of the receipt of a written notice, then HERF shall have the right, in addition to any other rights it may have, to terminate this Agreement immediately.

4.3 HERF may immediately terminate this Agreement upon written notice to Recipient in the event that: (a) Recipient is declared insolvent or bankrupt by a court of competent jurisdiction; (b) a voluntary petition of bankruptcy is filed in any court of competent jurisdiction by Recipient; or (c) this Agreement is assigned by Recipient for the benefit of creditors.

4.4 The Professional Services contracted for in the Work Order are funded by a grant from a third party. Recipient understands and agrees this Agreement shall automatically terminate in the event of any termination or expiration of the grant for any reason, including any renewal or option period for such grant award; provided however, that all Parties hereto shall remain responsible for all of their respective obligations that have accrued under this Agreement prior to the effective date of any termination.

**Article V**

**Indemnification**

5.1 Recipient shall hold harmless, defend, and indemnify HERF and its subsidiaries and affiliates and its and their respective shareholders, members, officers, directors and employees from any and all actions, causes of action, suits, settlements, liabilities, losses, damages, expenses, costs, claims or judgments including attorney’s fees (collectively, “Claims”) arising out of, or related to, any (a) negligence or willful misconduct by Recipient or any of its employees and agents acting under its control or supervision, (b) the violation by Recipient of any laws, rules or regulations of any governmental entity, and (c) a breach of Recipient’s obligations under this Agreement, except that the foregoing indemnification does not apply to the extent the Claims are due to the willful misconduct of HERF. In addition, Recipient agrees to defend, indemnify and hold harmless HERF as the indemnitee for any and all Claims relating to the license granted hereunder for use of the Program Materials. The obligations contained in this Section shall survive any termination or expiration of this Agreement.

# Article VI

# Confidentiality

6.1 Each Party possesses certain confidential or proprietary information and other materials related to its business, it members, customers, or to third parties doing business with a Party, including, but not limited to, detailed financial information and projections; company business strategies; business plans including marketing, operating, and strategic plans, product and service plans, know-how; trade secrets; software; documents; studies; records and reports (“Confidential Information”). Each Party agrees to hold such information in strict confidence, and to use and disclose the same only for purposes of performing Professional Services hereunder. The receiving Party agrees that (i) it will not, without the express prior written authorization from the disclosing Party, use the disclosing Party’s Confidential Information for any purpose except to carry out its responsibilities under this Agreement, and (ii) it shall protect the Confidential Information of the other Party through administrative, physical, and technical safeguards that are commercially reasonable and appropriately protect the confidentiality, integrity, and availability of the Confidential Information to at least the same degree of care with respect thereto as a Party exercises with respect to its own Confidential Information of like kind. These restrictions shall not apply to (a) information available to the public; (b) information released by the Party in writing without restriction; (c) information independently developed or acquired by the other Party or its personnel as evidenced by written records, independently of the performance of Services hereunder and without reliance on any Confidential Information or information of a competitively sensitive or proprietary nature of the other Party; or (d) information approved by a Party in writing for the use and disclosure of by the other Party without restriction. Notwithstanding the foregoing restrictions, each Party may use and disclose information to the extent required by an order of any court or other governmental authority, but only after the other Party has been so notified and has had the opportunity, if possible, to obtain reasonable protection for such information in connection with such disclosure.

The receiving Party shall notify the disclosing Party as soon as possible after becoming aware of any unauthorized access, use, or disclosure to the disclosing Party’s Confidential Information. The obligations contained in this Section shall survive any termination or expiration of this Agreement.

**Article VII**

# Intellectual Property

7.1 All materials, documentation, and other tangible expressions of information, including but not limited to, designs, technical data, formulae, processes, presentations, including Web conference PowerPoint slides, training materials, tests/evaluations, tools, and handouts (hereinafter “Program Materials”), which result from any work performed by Recipient and its employees, agents, subcontractors, providing services under this Agreement shall be considered work for hire and owned by HERF. HERF grants to Recipient a non-exclusive, non-transferable, and royalty-free license to use the Program Materials.

7.2 Recipient represents and warrants that Recipient and the material contained in any presentation (i) will not violate or infringe the intellectual property rights of any person or entity; (ii) will not constitute an invasion of anyone's right to privacy; and (iii) will not libel, slander or defame anyone. Recipient shall defend, indemnify and hold HERF, its officers, directors, employees and agents harmless from any and all claims or causes of action including court costs and attorney's fees resulting from such conduct.

7.3 Neither Party may use the name or trademark, trade name, service mark, copyrights, patents, symbol, emblems, insignia, or logo of the other (collectively, “a Party’s Marks”) for promotion or any other purpose without prior written consent of the other Party.

**Article VIII**

**Limitation of Liability**

8.1 HERF, nor its affiliates, members, shareholders,directors, officers, employees, subcontractors or agents, shall have any liability (including without limitation, contract, negligence and tort liability)for any loss of profits, opportunities or goodwill or any type of indirect or consequential damages in connection with this Agreement or any activities or responsibilities undertaken by HERF in connection with the Professional Services. In no event shall the collective, aggregate liability (including without limitation, contract, negligence and tort liability) of HERF or its affiliates, members, shareholders, directors, officers, employees, subcontractors or agents under this Agreement exceed the amount of the fees paid by HERF to Recipient under this Agreement.

8.2 The Parties do not intend, nor shall this Agreement and related Work Orders be construed, to create a partnership, joint venture, employee, or any other agency relationship between them, and neither Party shall have the authority to act for or on behalf of the other or to bind the other to any obligation, contract or agreement without the express written consent of the other.

**Article IX**

**Notices**

9.1 Any notices required or authorized to be given hereunder will be deemed to be given when notifications are addressed to the Parties’ representatives hereto at the respective addresses set forth below, or at such other addresses as they shall specify by written notice delivered in accordance herewith: and received, via certified or registered mail, postage prepaid, or via any other public or private delivery service providing written acknowledgment of receipt.

|  |  |
| --- | --- |
| Recipient:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Attn:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Email: | HERF:Attn: Morgan BlackOne Empire DriveRensselaer, NY 12144Email: MBlack@hanys.org |

**Article X**

**Governing Law**

10.1 This Agreement and the related Work Order will be interpreted and construed, and the legal relations created herein will be determined in accordance with the laws of the State of New York. Jurisdiction shall be in the courts of the State of New York.

**Article XI**

**No Other Warranties**

11.1 Each Party warrants that it has the just right and power to enter into this Agreement and related the Work Order and that there are no outstanding assignments, grants, licenses, judicial orders or decrees, encumbrances, obligations, or agreements other than those set forth herein, which would prevent it from performing under the terms of this Agreement and the Work Order.

**Article XII**

**Entire Agreement**

12.1 Each Party acknowledges that it has read this Agreement and agrees to be bound by its terms and that it is the complete and exclusive Agreement and understanding between them. This Agreement supersedes all prior or contemporaneous agreements or representations or warranties, written or oral, concerning the subject matter of this Agreement. The terms of this Agreement will control and any conflicting or additional terms contained in a purchase order terms and conditions will be disregarded. Each Party agrees to faithfully perform and uphold each of the provisions hereof.

12.2 No modification, amendment, waiver, consent, or discharge in connection with this Agreement and the related Work Order or any of its provisions will be binding upon either Party unless in writing and signed by both Parties.

12.3 This Agreement may be executed in any number of counterparts, and by the different Parties hereto on separate counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Agreement may be executed by a Party’s signature transmitted by facsimile or electronic portable document format (.pdf), and copies of this Agreement so executed and delivered shall have the same force and effect as originals.

12.4 Each Party agree to comply with all relevant Federal, State and local laws, rules and regulations, including without limitation, environmental regulations, and the Fair Labor Standards Act. Each Party agrees to take all necessary actions to ensure compliance with such laws, rules and regulations, including without limitation, that it will keep current all necessary permits and licenses, make any required disclosures regarding fees, discounts, and/or permissible remuneration and shall make all records available to relevant government agencies, as required.

**Article XIII**

**Severability**

13.1 In the event that any provision contained in this Agreement and the related Work Order should, for any reason, be held to be invalid or unenforceable such invalidity or unenforceability will not affect any other provision of this Agreement and related Work Orders.

**Article XIV**

**Assignment**

14.1 This Agreement and the related Work Order may not be assigned by any Party without the prior written consent of the other Party hereto, which consent shall not be unreasonably withheld.

## Article XV

**Disputes**

15.1 Any controversy, dispute or claim arising out of or in connection with this Agreement, or the breach, termination or validity hereof, shall be settled by final and binding arbitration to be conducted by an arbitration tribunal in Albany, New York, pursuant to the rules of the American Arbitration Association. The arbitration tribunal shall consist of three arbitrators. The Party initiating arbitration shall nominate one arbitrator in the request for arbitration and the other Party shall nominate a second in the answer thereto within thirty (30) days of receipt of the request. The two arbitrators so named will then jointly appoint the third arbitrator. If the answering Party fails to nominate its arbitrator within the thirty (30) day period, or if the arbitrators named by the Patties fail to agree on the third arbitrator within sixty (60) days, the office of the American Arbitration Association in Albany, New York shall make the necessary appointments of such arbitrator(s). The decision or award of the arbitration tribunal (by a majority determination, or if there is no majority, then by the determination of the third arbitrator, if any) shall be final, and judgment upon such decision or award may be entered in any competent court or application may be made to any competent court for judicial acceptance of such decision or award and an order of enforcement. In the event of any procedural matter not covered by the aforesaid rules, the procedural law of the State of New York shall govern.

**Article XVI**

**Disbarment and Exclusion**

16.1 To the extent applicable, Recipient acknowledges that neither it nor any of its employees, directors, officers or agents are currently excluded, sanctioned, suspended or disbarred from receiving federal contracts, subcontracts, and/or from certain types of federal financial and non-financial assistance and benefits as identified by the System for Award Management (SAM) https://www.sam.gov/SAM/. Should Recipient become aware of, either through its internal systems or through external investigations or actions, any matter that has or could reasonably result in the exclusion, sanction, suspension or disbarment of Recipient and/or its employees, directors, officer or agents, Recipient will provide written notice to HERF within five (5) business days.

**Article XVII**

**Access to Records**

17.1 Recipient agrees to maintain full, true and accurate books and records containing information that may be necessary for the purpose of showing the fees payable pursuant to this Agreement. Pursuant to a request HERF, Recipient’s records shall be open for inspection at all reasonable times, for a period of three years following the end of the term or the termination of this Agreement.

**Article XVIII**

**Reportable Business Relationships**

18.1 HERF is registered to lobby in New York State. As such, HERF is required to report “Reportable Business Relationship” with employees of New York State to the Joint Commission on Public Ethics. Recipient will advise HERF within ten (10) days of the execution of this Agreement if Recipient employs any individuals who also work as officers or employees of New York State government and are partners, directors, officers, managers or who own or control ten percent (10%) or more of the stock of Recipient. If such employees are hired by Recipient during the Term of this Agreement, Recipient will advise HERF by updating this disclosure within ten (10) days of hiring.

**SIGNATURES ON FOLLOWING PAGE**

**THE UNDERSIGNED DO HEREBY REPRESENT AND WARRANT THAT THEY ARE AUTHORIZED TO SIGN THIS AGREEMENT ON BEHALF OF THEIR RESPECTIVE COMPANIES AND THAT THEIR SIGNATURES BELOW DO HEREBY BIND THE PARTIES TO THIS AGREEMENT.**

**Recipient** **Healthcare Educational
and Research Fund, Inc.**

By: By:

Name: Name: Allison Manny

Title: Title: Vice President

Date: Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_

**WORK ORDER**

This Work Order is between The Healthcare Educational and Research Fund, Inc. (“**HERF”)** and **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** (“Recipient”) and relates to the Master Consulting Agreement dated April 1, 2025, (“Master Agreement”) which is incorporated herein by reference. This document constitutes a Work Order under the Master Agreement and the Professional Services contemplated herein are subject to the terms and provisions of this Work Order and the Master Agreement.

No modification, amendment, or waiver of this Work Order shall be effective unless in writing and duly executed and delivered by each Party to the other.

**A. Overall Program Description**

HERF launched the Care Connections program in 2025 and plans to continue the initiative through 2027, pending the availability of funds. The Care Connections program will engage hospitals and health systems (“Care Connections Hospitals”) as they work to build hospital-community partnerships to address healthcare access barriers; provide chronic disease prevention and management services; and develop a pipeline of community health workers.

Recipient applied for and has been awarded by HERF a stipend to support the recruitment and training of a local community health worker.

**B. Scope of Services**

The specific services to be provided by Recipient under this Work Order (“Professional Services”) are set forth below:

**Recipient Responsibilities:**

1. Recipient will send the Project and Financial Contact indicated on the Application to attend a 1-hour training session on March 12, 2025, which will provide an overview of the stipend program, how to submit a reimbursement request, and reporting requirements.
2. Recipient will submit written reports, reimbursement requests and supporting documentation to their assigned HANYS project manager according to the following schedule. Recipient may receive up to a maximum amount of $2,500.00 under the Work Order:
	1. Recipient will provide a Reimbursement Request (Excel) on December 18, 2025, reporting expenses incurred by the hospital for the community health worker through Dec. 1, 2025, with supporting documentation showing proof of use of funds, per the instructions.
	2. Recipient will provide a written interim report due on December 18, 2025.
	3. Recipient will provide a written final report on May 18, 2026.
3. If Recipient cannot access the required forms, they may contact Rachael Brust, community health worker stipend program lead, at rbrust@hanys.org.
4. Recipient shall use funding for the following purposes:

[Insert goals and evaluation plan section of Recipient’s Application].

1. Recipient acknowledges and agrees that Recipient shall follow the below requirements regarding use of the funds:
* funds will only be used for programs and activities that are within the scope of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the “Code”).
* no part of the funding shall be used to supplant existing government funding, although funds may be used to augment services funded by government sources.
* funding shall not result in private inurement or personal benefit of any kind.
* no part of the funding shall be used to fulfill a personal or corporate pledge of financial support.
* no part of the funding shall be used in exchange for payment for tickets to benefit events, auction items or membership.
* no part of the funding shall be used to: (i) carry on propaganda, or otherwise to attempt to influence any legislation; or (ii) influence the outcome of any specific election or to participate or intervene in any political campaign on behalf of, or in opposition to, any candidate for public office.
* all funds shall be used in accordance with all applicable local, state or federal laws, regulations, rules and ordinances. Without limiting the foregoing, no part of the funding shall be used for the purpose of influencing any actions or decisions or bribing of any government official, or otherwise in violation of the Foreign Corrupt Practices Act or similar law.
1. Recipient acknowledges and agrees that the funds paid under this Work Order shall be used in compliance with the ethical principles, tenets and teachings of the Roman Catholic Faith, including but not limited to, the Ethical and Religious Directives for Catholic Health Care Services published by the United States Conference of Catholic Bishops, and other applicable guidelines promulgated by the United States Conference of Catholic Bishops as may be directed.
2. Recipient shall promptly notify their assigned HANYS project manager in writing ofany proposed modifications to the Scope of Services set forth herein, including as to the purpose, character, or method of operation. Any such changes must be approved in writing by HERF prior to their implementation. With regard to budgetary line-items, Recipient must request prior written approval by HERF of any proposed reallocation of a budgetary line-item that reduces or increases by $1,000.00, based on the approved budget.
3. Recipient will promptly notify their assigned HANYS project manager if it receives any reimbursement or duplicative funding, and agrees that it will either return the applicable grant funds to HERF or redirect an equivalent amount to another charitable purpose pre-approved in writing by HERF.
4. Recipient agrees to obtain written approval from HERF prior to using or referencing the name or emblem of the Mother Cabrini Health Foundation (“Foundation”), including issuing any press releases or otherwise making any public statement referring to the funding or the Foundation or using the Foundation’s name, logo or emblem. Any approved publicity regarding the funding or the Foundation must include an acknowledgement that the project was supported by a “Grant of the Mother Cabrini Health Foundation.” Approved public announcements and releases about the funding must be coordinated with HERF. To coordinate any such proposed announcements, please contact your assigned HANYS project manager.

**C. HERF Responsibilities**

HERF shall undertake the following activities and responsibilities under this Work Order:

1. Assign a liaison to oversee HERF’s responsibilities under this Agreement and to act as the primary contact for Recipient.

2. Assume its own internal costs in performing its obligations under this Agreement and Work Order.

**D. Term**

The term of this Work Order shall be from April 1, 2025 through December 31, 2025. A stipend interim report is due December 18, 2025. Candidates are expected to complete their training by May 2026.

**E. Payment Terms**

For the Professional Services described herein and provided by Recipient, HERF will reimburse up to a maximum of $2,500.00, payable as follows:

* Thirty (30) days after HERF’s receipt of the Reimbursement Request and supporting documents subject to:
* The timely completion of Recipient’s Responsibilities under this Agreement and Work Order, and
* HANYS’ review and acceptance of the stipend Reimbursement Request Workbook, proof of use of funds, and the interim report and final report.

Recipient acknowledges and agrees that this is a cost-reimbursement stipend, which means any one or more payments made to the Recipient are limited to reimbursement for actual, reasonable, and necessary costs as determined by HERF. Supporting documentation is required to be submitted for all grant expenses.

**THE UNDERSIGNED DO HEREBY REPRESENT AND WARRANT THAT THEY ARE AUTHORIZED TO SIGN THIS WORK ORDER ON BEHALF OF THEIR RESPECTIVE COMPANIES AND THAT THEIR SIGNATURES BELOW DO HEREBY BIND THE PARTIES TO THIS WORK ORDER.**

**Recipient Healthcare Educational**

**and Research Fund, Inc.**

By: By:

Name: Name: Allison Manny

Title: Title: Vice President

Date: Date: