

For RFMH Use Only:	
[] New P.O. # _____	[] Change P.O. # _____
Total to be encumbered: _____	
Category Breakdown:	
Consulting: \$	_____
Travel: \$	_____
Project Org:	_____
P/T/A:	_____

**AGREEMENT BETWEEN
RESEARCH FOUNDATION FOR MENTAL HYGIENE, INC.
AND
INDEPENDENT CONTRACTOR**

This Agreement is funded under the American Recovery and Reinvestment Act of 2009.

MADE by and between the RESEARCH FOUNDATION FOR MENTAL HYGIENE, INC., a nonprofit corporation organized and existing under the laws of the State of New York, with its principal offices located at Riverview Center, 150 Broadway, Suite 301, Menands, New York 12204, hereinafter referred to as the "FOUNDATION," and _____ having a place of business at _____, EIN/DUNS # (if available) _____ hereinafter referred to as "INDEPENDENT CONTRACTOR."

WITNESSETH:

WHEREAS, the FOUNDATION has been awarded a certain grant/contract from _____ (hereinafter "Sponsor) to carry out a project entitled " _____"; Sponsor grant/contract number _____ (hereinafter the "PROJECT"); and

WHEREAS, the FOUNDATION desires the INDEPENDENT CONTRACTOR to perform certain services for the FOUNDATION in connection with the PROJECT; and

WHEREAS, INDEPENDENT CONTRACTOR has represented to the FOUNDATION that INDEPENDENT CONTRACTOR is competent, willing and able to perform such services for the FOUNDATION.

NOW, THEREFORE in consideration of the premises and the mutual covenants and agreements contained herein it is mutually agreed by and between the respective parties as follows:

1. Scope of Work

INDEPENDENT CONTRACTOR agrees to perform, as an independent Contractor, and not as an agent or employee of the FOUNDATION, all of the services set forth in

Exhibit A appended hereto and made a part hereof to the satisfaction of the FOUNDATION's Principal Investigator, _____.

2. **Compensation**

In full and complete consideration of INDEPENDENT CONTRACTOR's performance hereunder, the FOUNDATION agrees to compensate INDEPENDENT CONTRACTOR _____ Dollars. The payments shall be in accordance with Exhibit C.

3. **Term and Termination**

Unless sooner terminated as provided herein, this Agreement shall continue in full force and effect from _____ through _____. A final invoice must be submitted within sixty (60) days of the end of this Agreement. It is understood and agreed that the FOUNDATION may terminate this Agreement upon written notice by registered mail addressed to INDEPENDENT CONTRACTOR at the address indicated herein, or such other address as INDEPENDENT CONTRACTOR may designate in writing, whenever the FOUNDATION determines, in its discretion, that such termination would be in the best interests of the FOUNDATION.

4. **Rights in Work Product**

INDEPENDENT CONTRACTOR agrees that material produced by INDEPENDENT CONTRACTOR hereunder shall be considered "work for hire" which shall be owned by FOUNDATION. INDEPENDENT CONTRACTOR agrees that INDEPENDENT CONTRACTOR shall not claim or assert any proprietary interest in any of the data or materials required to be produced or delivered by INDEPENDENT CONTRACTOR in the performance of INDEPENDENT CONTRACTOR'S obligation hereunder, and hereby assigns all rights, title and interest in said data and materials to FOUNDATION. INDEPENDENT CONTRACTOR warrants any material produced by INDEPENDENT CONTRACTOR hereunder shall be original except for such portion from copyrighted works as may be included with the permission of the copyright owners thereof, that it shall contain no libelous or unlawful statements or materials, and will not infringe upon any copyright, trademark, patent, statutory or other proprietary rights of others, and that INDEPENDENT CONTRACTOR will hold harmless the FOUNDATION from any costs, expenses and damages resulting from any breach of this warranty. INDEPENDENT CONTRACTOR further agrees not to publish, permit to be published, or distribute for public consumption, any information, oral or written, concerning the results or conclusions made pursuant to this Agreement without the prior written consent of the FOUNDATION. Notwithstanding the foregoing, INDEPENDENT CONTRACTOR will retain ownership of intellectual property included in deliverables to the extent that said intellectual property has been independently developed by INDEPENDENT CONTRACTOR without Research Foundation financial support. With respect to such INDEPENDENT CONTRACTOR

owned intellectual property, INDEPENDENT CONTRACTOR hereby grants to Research Foundation a royalty-free, nonexclusive license to use such intellectual property for purposes consistent with the Research Foundation's obligations under the grant or contract which funds this project.

5. **Confidentiality**

INDEPENDENT CONTRACTOR agrees to hold in confidence all Confidential Information and agrees that it will not use any information for any purpose other than set forth in this Agreement. INDEPENDENT CONTRACTOR will take all reasonable steps to ensure its security. INDEPENDENT CONTRACTOR may disclose Confidential Information to its own employees assisting in the services under this Agreement., provided that such employees shall have agreed to be bound by the terms of this Agreement or have entered into an agreement of similar scope and obligations to protect the Confidential Information. All Confidential Information must be returned within thirty (30) days after FOUNDATION makes a written request for its return or at the conclusion of this Agreement.

6. **Assignment**

It is understood and agreed that the services to be rendered by INDEPENDENT CONTRACTOR are unique and that INDEPENDENT CONTRACTOR shall not assign, transfer, contract or otherwise dispose of INDEPENDENT CONTRACTOR's rights or duties hereunder, in whole or in part, to any other person, firm or corporation.

7. **Status of Parties**

The nature of the relationship which the INDEPENDENT CONTRACTOR shall have to the FOUNDATION pursuant to this Agreement shall be that of an independent contractor. In connection with its status as an independent contractor, INDEPENDENT CONTRACTOR hereby warrants that it is in compliance with all tax filing and similar requirements imposed on independent contractors, and acknowledges that it is solely responsible for paying income taxes, FICA taxes, and other taxes and assessments which arise from receipt of consulting payments under this Agreement. This Agreement shall not be construed to contain any authority either express or implied, enabling the INDEPENDENT CONTRACTOR to incur any expense or perform any act on behalf of the FOUNDATION.

8. **Entire Agreement**

This Agreement represents the entire Agreement and understanding of the parties hereto and no prior writings, conversations or representations of any nature shall be deemed to vary the provisions hereof. This Agreement may not be amended in any way except by a writing duly executed by both parties hereto.

9. Compliance with Laws and Regulations: General Obligations

a) In the performance of the work authorized pursuant to this agreement, INDEPENDENT CONTRACTOR agrees to comply with all applicable laws and regulations, as well as policies of the sponsor applicable to INDEPENDENT CONTRACTOR's performance hereunder, and the express terms of FOUNDATION's agreement with the sponsor, which shall be deemed to be inserted herein, and this agreement shall be read and enforced between the parties as though all such provisions were included verbatim herein.

b) The INDEPENDENT CONTRACTOR certifies, by signing Exhibit B of this agreement, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

c) The INDEPENDENT CONTRACTOR agrees to comply with Department of Health and Human Services Regulation, 45 CFR 46, regarding confidential data and research involving human subjects.

d) INDEPENDENT CONTRACTOR acknowledges it is subject to OMB Circular A-133 (Audits of States, Local Governments, and Non-Profit Organizations) if it expends \$500,000 or more in federal funds during its fiscal year, and certifies it is in compliance with the audit requirements of the Circular.

INDEPENDENT CONTRACTOR agrees to have a single audit made in accordance with Circular A-133 if it expends \$500,000 or more in federal funds during its fiscal year, except if it elects to have a program-specific audit conducted. INDEPENDENT CONTRACTOR may elect to have a program specific audit conducted if it expends federal funds only under one federal program and the program's laws, regulations, or grant agreements do not require a financial statement audit.

INDEPENDENT CONTRACTOR agrees to submit written notification to the FOUNDATION promptly following completion of the audit. The written notification must confirm that Circular A-133 audits were conducted and filed timely, and whether there were any material issues or non-compliance, reportable internal control conditions, pass-through entity awards, related findings, or prior unresolved findings. Subrecipients expending \$500,000 or more in federal funds must submit the Data Collection Form for Reporting in addition to the written notification. INDEPENDENT CONTRACTOR understands it has the option of providing its own letter of written notification, or it may request and use the FOUNDATION's letter as a guide.

INDEPENDENT CONTRACTOR agrees it will submit one copy of the reporting package described in Circular A-133 to the FOUNDATION when the "schedule of audit findings and questioned costs" discloses findings, or the "summary schedule of prior audit findings" reports findings related to the FOUNDATION. INDEPENDENT CONTRACTOR will inform the FOUNDATION of the corrective action that has been or will be taken for audit

findings related to the FOUNDATION. In addition, INDEPENDENT CONTRACTOR will immediately inform the FOUNDATION of material operational weaknesses disclosed in audits performed after execution of this agreement.

INDEPENDENT CONTRACTOR understands that if, in the opinion of the FOUNDATION and/or sponsor, it fails to comply with the audit requirements, appropriate sanctions may be imposed including, but not limited to, those in Circular A-133, Section .225.

INDEPENDENT CONTRACTOR certifies that any penalties or expenditure disallowances imposed on the FOUNDATION resulting from instances of noncompliance with federal laws and regulations will be reimbursed by INDEPENDENT CONTRACTOR.

INDEPENDENT CONTRACTOR agrees to submit written notification, and the Data Collection Form for Reporting and the reporting package (if appropriate) to: The Research Foundation for Mental Hygiene, Inc, Attn: Controller, Riverview Center, 150 Broadway, Suite 301, Menands, New York, 12204.

INDEPENDENT CONTRACTOR acknowledges if it expends less than \$500,000 a year in federal awards, it is exempt from the audit requirements of Circular A-133 for that year. However, records must be available for review or audit as requested by the appropriate official of the federal agency, pass-through entity, and General Accounting Office (GAO). In addition, INDEPENDENT CONTRACTOR acknowledges that Circular A-133 neither limits nor constrains the authority of federal agencies, Inspectors General, or GAO to conduct or arrange for additional audits.

10. Liability to Third Parties

If either INDEPENDENT CONTRACTOR or FOUNDATION is negligent in carrying out its obligations hereunder, the negligent party agrees to take responsibility for, and indemnify the innocent party against the consequences of said negligence, including claims of third parties for damages and expenses which arise from or are related to the negligent party's performance or failure to perform pursuant to this agreement.

11. Insurance Requirements

INDEPENDENT CONTRACTOR shall not commence work under this Agreement until it has obtained, at its own expense, all the insurance required under this Agreement, and within the Scope of Work as provided for in Exhibit A, and such insurance has been approved by FOUNDATION.

- a) Workers' Compensation and Employers' Liability Insurance as required by law.
- b) Commercial General Liability Insurance with a combined personal injury, bodily injury (including death) and property damage limit of at least \$1,000,000 for each occurrence and \$3,000,000 in the aggregate.
- c) Professional Liability Insurance, including Medical Malpractice and Clinician's Liability: if INDEPENDENT CONTRACTOR or any of its employees are providing

professional services under this Agreement, Professional Liability in an amount not less than \$1,000,000 for each wrongful act and \$3,000,000 in the aggregate.

12. **Modifications**

This agreement may be changed, amended, modified or extended only by a writing duly executed by the respective parties hereto.

13. **Governing Law**

Regardless of the place of physical execution or performance this agreement shall be construed according to the laws of the State of New York without regard to its conflict of laws provision, and shall be deemed to have been executed in the State of New York.

14. **Order of Precedence**

In the event of any inconsistency between clauses 1-13 of this Agreement, and the attached Exhibit A, the inconsistency should be resolved by giving precedence to clauses 1-13.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

**Research Foundation for
Mental Hygiene, Inc.**

Independent Contractor

By _____

By _____

Date _____

Date _____

Read and Agreed;

Principal Investigator

Institutional Official

By _____

By _____

Date _____

Date _____

Attach:
CV
W9

[SCOPE OF WORK]

Research Foundation for Mental Hygiene, Inc.
Riverview Center, 150 Broadway, Suite 301
Menands, New York 12204

**CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS
- LOWER TIER TRANSACTION**

PURPOSE

Federal regulations prohibit participants in federal non-procurement transactions from purchasing goods and services from organizations excluded from participation in federal programs due to debarment or suspension. These regulations are set forth in the May 26, 1988 Federal Register. The Certification below must be returned to the Research Foundation office from which it originated. The form requires you to certify that neither your firm nor principals of the firm are debarred or suspended from participating in federal non-procurement transactions. In addition, although the certification refers to "proposals," the form must be signed without modification even when an order, subcontract, or consulting agreement is not preceded by submission of a proposal. See reverse for certification instructions.

CERTIFICATION

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Authorized Signature

Date

Rate and Payment Schedule

Independent Contractor must submit invoices, with an original signature, to the Foundation Principal Investigator detailing the dates and hours worked.

All travel must be in accordance with the RFMH Travel Policy.



Robert E. Burke, CPA
Managing Director

Research Foundation for Mental Hygiene, Inc.
150 Broadway, Suite 301, Menands, NY 12204
Phone: (518) 474-5661 Fax: (518) 474-6995

Request for Taxpayer Identification Number and Certification
SUBSTITUTE IRS FORM W-9

**** Please complete ALL sections, sign and date****

1. **NAME** For proprietorship, please provide proprietor's name in first box and DBA in second box.

Legal Business Name, Proprietor's Name or Individual's Name	Doing Business As (DBA)
---	-------------------------

2. ADDRESS/CONTACT INFORMATION

Address A – Physical address of

Company Headquarters Individual's Residence

Is this a US Post Office deliverable address? Yes No

Address B

Additional Remittance – PO Box, Lockbox or another physical location

Address			Address		
Address			Address		
City	State	Zip Code	City	State	Zip Code
E-mail address			E-mail address		
Phone Number	Fax Number		Phone Number	Fax Number	
Primary Contact			Primary Contact		

3. **ORGANIZATION TYPE AND TAX IDENTIFICATION NUMBER (TIN)** Check only **one** organization type and supply the applicable Social Security Number (SSN) or Employee Identification Number (EIN). **For proprietorship, provide SSN or EIN, not both.**

<input type="checkbox"/> Individual (SSN) <input type="checkbox"/> Sole Proprietorship (SSN or EIN) <input type="checkbox"/> Partnership (EIN) <input type="checkbox"/> Corporation (EIN) <input type="checkbox"/> Government (EIN) <input type="checkbox"/> Tax Exempt/Nonprofit (EIN)	<input type="checkbox"/> LLC How does LLC report to IRS? <input type="checkbox"/> Disregarded Entity <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation	SSN
		Name associated with SSN
		EIN
		DUNS (If available)

4. IRS FORM W-9 CERTIFICATION AND SIGNATURE

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); **and**
- I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a US citizen or other U.S. person (as defined by IRS Form W-9 rev October 2007)

You **must** cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return.

The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.

Signature	Print Name & Title of Person Signing Form	Date
-----------	---	------

For RFMH Office Use Only

Institute Location: _____ Controller Approval/Date: _____
 Approval: _____ Supplier ID#: _____
 Date: _____ 1099 Reportable: Yes _____ No _____

Registration Instructions

General Instructions:

1. **The Substitute IRS Form W-9 is for the use of United States entities only. Non-US entities must submit an IRS form W-8.**
2. Type or legally print all information except for signature.

Specific Information:

1. NAME

- a. Partnership, Corporation, Government or Nonprofit – Enter legal business name as registered with the Internal Revenue Service (IRS) in the first box. If the company operates under another name, provide it in the second box.
- b. Proprietorship – Enter the proprietor's name in the first box and the business name (DBA) in the second box.
- c. Individual – Name must be registered with the Social Security Administration (SSA) for the Social Security Number (SSN) listed in Section 3.

2. ADDRESS/CONTACT INFORMATION

- a. Address A – *If the address is non-deliverable by the United States Postal Service, complete both Address A and B sections.*
Company – Provide physical location of company headquarters.
Individual – Provide physical location of residence.
E-Mail – Provide complete e-mail address when available.
Telephone Number – Include area code.
Fax Number – Include area code.
Primary Contact – Person (and phone number or extension) to be contacted for payment-related questions or issues.
- b. Address B – Provide additional remittance address and related information when appropriate.

3. ORGANIZATION TYPE AND TAX IDENTIFICATION NUMBER (TIN)

- a. Individual – A person that has no association with a business.
- b. Proprietorship – A business owned by one person.
- c. Partnership – A business with more than one owner and not a corporation.
- d. Corporation – A business that may have many owners with each owner liable only for the amount of his investment in the business.
- e. LLC – Limited Liability Company. ***Must mark appropriate classification – disregarded entity, partnership or corporation.***
- f. Government – The federal government, a state or local government, or instrumentality, agency or subdivision thereof.
- g. Tax Exempt/Nonprofit – Organization exempt from federal income tax under section 501(a) or 501(c)(3) of the Internal Revenue Code.
- h. The Taxpayer Identification Number (TIN) is always a 9-digit number. It will be a Social Security Number (SSN) assigned to an individual by the SSA or an Employer Identification Number (EIN) assigned to a business or other entity by the IRS.
Per the IRS, use the owner's social security number for a proprietorship.
- i. DUNS if available

4. IRS FORM W-9 CERTIFICATION AND SIGNATURE

- a. The Certification is copied from IRS Form W-9 (rev. October 2007). See IRS Form W-9 for further information.
- b. The Signature should be provided by the individual, owner, officer, legal representative or other authorized person of the entity listed on the form.
- c. Print the name and title, when applicable, of the person signing the form.
- d. Enter the date the form was signed. Forms over three years old will not be processed.

Mail or fax signed forms to: