

For RFMH Use Only:	
New P.O. # _____	Change P.O. _____
Total to be encumbered: _____	
Category Breakdown:	
Consulting: \$ _____	
P/T/A: _____	
Project Org: _____	
Period of Performance: _____ to _____	
PI: _____	

AMENDMENT Number _____

AGREEMENT BETWEEN

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

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

WITNESSETH:

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

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

WHEREAS, the FOUNDATION has previously entered into an AGREEMENT with the INDEPENDENT CONTRACTOR for specific services to be performed for the period:_____.

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

- 1.
2. The INDEPENDENT CONTRACTOR certifies, by signing **Attachment 1** of this Amendment, that he/she is informed of the RFMH Financial Conflict of Interest Policy and the obligation to complete training and submit an Investigator Financial Interests Disclosure Form.
3. All other terms and conditions as previously stated in the AGREEMENT will remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT.

**RESEARCH FOUNDATION FOR
MENTAL HYGIENE, INC.**

INDEPENDENT CONTRACTOR

By _____

Robert E. Burke
Managing Director

By _____

Date _____

Date _____

Read and Agreed:

Project Director

Institutional Official

By _____

By _____

Date _____

Date _____

FINANCIAL CONFLICT OF INTEREST

Attachment 1

Independent Contractor as faculty member or employee of an Academic Institution

Academic Institution certifies that it has an enforced written Financial Conflict of Interest (“FCOI”) policy that complies with the requirements of 42 CFR Part 50 or 42 CFR Part 94, as applicable. Academic Institution shall report to Research Foundation for Mental Hygiene, Inc. (“RFMH”) any identified FCOI of Independent Contractor participating in the Project, and, for any FCOI that has not been eliminated, shall provide a FCOI report to RFMH that includes all of the information required by 42 CFR 50.605(b)(3). Independent Contractor shall make no obligations against the funds to be awarded under this Agreement until the Independent Contractor’s financial disclosure has been reviewed, RFMH has been provided with a report of any FCOI, and Academic Institution has been notified that the required report has been made to PHS by RFMH. Throughout the term of this Independent Contractor Agreement, Academic Institution will report any newly identified FCOI or change(s) to previously identified FCOI to RFMH within 45 days of their identification/disclosure, in accordance with the provisions of this paragraph.

Academic Institution: _____

Authorized Institution Official: Print name: _____

Signature: _____

Independent Contractor: Print name: _____

Signature: _____

OR

Independent Contractor: individual status

Independent Contractor certifies that he/she will adhere to the Research Foundation for Mental Hygiene, Inc. (“RFMH”) Financial Conflict of Interest (“FCOI”) Policy and procedures (http://corporate.rfmh.org/research_compliance/index.asp?page=fcoi_intro)

Contact _____
for specific procedures and documentation instructions.

Independent Contractor will disclose to RFMH their financial interests, and those of their spouse and dependent children, that reasonably appear to be related to the Independent Contractor’s work for RFMH. Such reports will be filed with RFMH in a timely manner to permit RFMH to carry out its review, management and reporting obligations. Independent Contractor disclosures shall be made to RFMH prior to execution of this Agreement. Independent Contractor will subsequently comply with RFMH’s management plan to ensure that any FCOI is managed, reduced, or eliminated. Independent Contractor shall make no obligations against the funds to be paid under this Agreement until any FCOI is managed, reduced, or eliminated in accordance with this paragraph and any required reports have been made to PHS by RFMH. Throughout the term of this Agreement, Independent Contractor will report any new disclosure(s) or change(s) to existing disclosure(s) to RFMH within 5 business days of their identification/disclosure.

Independent Contractor: Print name: _____

Signature: _____