COMMUNITY DEVELOPMENT BLOCK GRANT
DISASTER RECOVERY
SUBRECIPIENT AGREEMENT

THIS AGREEMENT, made effective as of the 2nd day of May, 2013, by and between the Housing Trust Fund Corporation ("Grantee") and The Research Foundation for the State University of New York as fiscal administrator on behalf of the New York State Small Business Development Center (SBDC) Network ("Subrecipient").

WHEREAS, pursuant to the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1974 (42 U.S.C. 5121 et seq.), portions of the State of New York ("State") received major disaster declarations as a result of Hurricane Sandy, Hurricane Irene, Tropical Storm Lee and other eligible events in calendar years 2011, 2012, and 2013; and

WHEREAS, pursuant to the Disaster Relief Appropriations Act, 2013 (Public Law 113-2, approved January 29, 2013), as amended ("Act"), Congress appropriated $16,000,000,000 for the Community Development Block Grant Disaster Recovery ("CDBG-DR") program; and

WHEREAS, the State has received an allocation of CDBG-DR funds from the Department of Housing and Urban Development ("HUD") in the amount of $1,713,960,000; and

WHEREAS, pursuant to title I of the Housing and Community Development Act of 1974 (42 U.S.C. 5301 et seq.) ("HCD Act"), as amended, the Grantee is authorized to administer and distribute CDBG funds in the State; and

WHEREAS, the Grantee wishes to engage the services of the Subrecipient to assist the Grantee in administering a loan and grant program for small businesses adversely affected by Hurricane Sandy and other eligible events ("Program");

NOW, THEREFORE, the parties agree to the following terms and conditions:

I. SCOPE OF WORK

The Subrecipient will be responsible for performing the activities detailed in the scope of work attached hereto as Schedule A and Schedule B and incorporated herein (collectively, the "Scope of Work"), in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing CDBG-DR funds hereunder. The Grantee will monitor the performance of the Subrecipient against goals and performance standards as stated in the Scope of Work. Substandard performance as determined by the Grantee will constitute noncompliance with this Agreement. If action

to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time (as determined by the Grantee) after being notified by the Grantee, the Grantee may initiate contract suspension or termination procedures.

II. TERM

The period of performance for all activities (with the exception of those activities required for the close out and final audit) assisted pursuant to this Agreement shall commence as of the effective date of this Agreement, and shall end two (2) years from the date HUD has executed the Grantee's CDBG-DR grant agreement (the "Term"). Based on the nature of the Program and the expected demand for certain services during certain periods of the Term, this Agreement includes separate budgets and scopes of work for the first and second years of the Term (respectively, "Year 1" and "Year 2"), as indicated on Schedules A, B, C and D, herein. The Term and the provisions herein shall be extended to cover any additional time period during which the Subrecipient remains in control of CDBG-DR funds or other CDBG-DR assets, including loan repayments.

III. BUDGET

The Subrecipient's approved Year 1 budget is attached hereto as Schedule B and approved Year 2 Budget is attached hereto as Schedule C, each incorporated herein (collectively, the "Budget"). Any indirect costs charged must be consistent with the conditions of Paragraph VIII (C)(2) of this Agreement. In addition, the Grantee may require a more detailed budget breakdown than the one contained herein, and, in such case, the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Grantee. Budget controls, pre-approvals and flexibility will be in accord with 24 CFR Part 84. Any amendments to the Budget which require prior approval must be approved in writing by both the Grantee and the Subrecipient.

IV. GRANT FUNDS

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed $1,128,190 ("Grant Funds"). The amount of Grant Funds that the Grantee has agreed to provide the Subrecipient under this Agreement is expressly conditioned upon the Grantee's receipt of such funds from HUD pursuant to the Act. The Grantee reserves the right to reduce the Grant Funds if the actual costs, as determined by a duplication of benefits analysis or otherwise, for the approved activities are less than those set forth in the Budget.

V. DISBURSEMENT OF GRANT FUNDS

a) The Subrecipient is authorized to request Grant Funds only in accordance with the provisions of this Agreement and the procedures established by the Grantee. No payment by the Grantee of an improper or unauthorized request shall constitute a waiver of the Grantee's right to: (i) challenge the validity of such payment; (ii) enforce all rights and remedies set forth in this Agreement; or (iii) take corrective or remedial administrative action including, without limitation, suspension or termination of the Subrecipient's funding under this Agreement.

b) The Subrecipient shall certify with each request for Grant Funds that: (i) all statements and representations previously made regarding this Agreement are correct and complete; and (ii) the funds do not duplicate reimbursement of costs and services from any other source.

c) The use of Grant Funds is conditioned upon the Subrecipient incurring costs permitted under the terms of this Agreement or as otherwise pre-approved, in writing, by the Grantee. The Subrecipient shall not incur costs to be charged against Grant Funds until all Environmental Conditions of 24 CFR Part 58 have been fully satisfied and the Grantee has issued the environmental clearance required thereunder, unless the activity is exempt under section 58.34 or falls under a categorical exclusion listed in section 58.35(b).

VI. NOTICES

All notices, requests, approvals and consents of any kind made pursuant to this Agreement shall be in writing and shall be deemed to be effective as of the date it is sent by certified mail, return receipt requested. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice. Communication and details concerning this contract shall be directed to the following contract representatives:

Grantee: Housing Trust Fund Corporation
Office of Community Renewal
38-40 State Street
Albany, New York 12207
Attn.: Matthew Nelson, President

Subrecipient: Research Foundation for the State University of New York on behalf of the New York State Small Business Development Center
P.O. Box 9
Albany, New York 12201
Attn: [redacted] Director of Grants & Contracts

with a copy to:
Empire State Development ("ESD"):

New York State Urban Development Corporation d/b/a
Empire State Development
633 Third Avenue
New York, NY 10017
Attention: [redacted] Deputy Commissioner and Senior Vice President,
Community Economic Development

Nothwithstanding any other provision herein, the above requirement to provide ESD with a copy of any notice or other written communication under this Agreement shall have no effect on any obligation of either party under this Agreement, including, without limitation, any time period or deadline triggered by delivery of any such notice or written communication.

VII. GENERAL CONDITIONS

A. Compliance

The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (HUD's regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except (1) the Subrecipient does not assume the Grantee's environmental responsibilities described in 24 CFR 570.604 and (2) the Subrecipient does not assume the Grantee's responsibility for initiating the review process under the provisions of 24 CFR Part 52 and (3) where waivers or alternative requirements are provided for in the Federal Register Notice published by HUD on March 5, 2013, entitled "Allocations, Common Application, Waivers, and Alternative Requirements for Grantees Receiving Community Development Block Grant (CDBG) Disaster Recovery Funds in Response to Hurricane Sandy", FR-5696-N-01 ("Notice"). The Subrecipient also agrees to comply with all other applicable Federal, state and local laws, regulations, policies and Grantee guidelines, whether existing or to be established, governing the Grant Funds provided under this Agreement. In the event a conflict arises between the provisions of this Agreement and the Notice, the Notice shall control. The Subrecipient further agrees to utilize Grant Funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. Independent Contractor

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Grantee shall

be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Subrecipient is an independent contractor.

C. Hold Harmless

The Subrecipient shall hold harmless, defend and indemnify the Grantee from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Subrecipient's performance or nonperformance of the services or subject matter called for in this Agreement.

D. Workers' Compensation

The Subrecipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

E. Insurance & Bonding

The Subrecipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the Grantee.

The Subrecipient shall comply with the bonding and insurance requirements of 24 CFR 84.31 and 84.48, Bonding and Insurance.

F. Grantee Recognition

The Subrecipient shall insure recognition of the role of the Grantee in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. Amendments

This Agreement may be amended at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the Grantee's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or the Subrecipient from its obligations under this Agreement. The Grantee may, in its sole discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding

amounts, or for other reasons. If such amendments result in a change in the Grant Funds or the Scope of Work, such modifications will be incorporated only by written amendment signed by both the Grantee and the Subrecipient.

H. Suspension or Termination

In accordance with 24 CFR 85.43, the Grantee may suspend or terminate this Agreement if the Subrecipient materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;

2. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;

3. Ineffective or improper use of funds provided under this Agreement; or

4. Submission by the Subrecipient to the Grantee of reports that are incorrect or incomplete in any material respect.

In accordance with 24 CFR 85.44, this Agreement may also be terminated for convenience by either the Grantee or the Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination the Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety.

VIII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Subrecipient agrees to comply with 24 CFR 84.21–28 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Subrecipient shall administer its program in conformance with OMB Circular A-21, "Cost Principles for Educational Institutions" as cited under 24 CFR Part

570.502 and OMB Circular A-110, "Uniform Administrative Requirements for Grants & Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations as codified under 24 CFR Part 84. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record Keeping

1. Records to be Maintained

The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506, that are pertinent to the activities to be funded under this Agreement, as well as any additional records required by the Grantee. Such records shall include but not be limited to:

a. Records providing a full description of each activity undertaken;

b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program, as modified by the Notice;

c. Records required to determine the eligibility of activities;

d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG-DR funds;

e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;

f. Financial records as required by 24 CFR 570.502, and 24 CFR 84.21–28; and

g. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

2. Retention

The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of four (4) years. The retention period begins on the date of the submission of the Grantee's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

3. Client Data

The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to Grantee monitors or their designees for review upon request.

4. Disclosure

The Subrecipient understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Subrecipient's responsibilities with respect to services provided under this Agreement, is subject to the provisions of Article 6-A, "Personal Privacy Protection Law", of the New York State Public Officers Law, as well as all other applicable State and Federal privacy laws.

5. Close-outs

The Subrecipient's obligation to the Grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of Program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control over CDBG-DR funds, including program income.

6. Audits & Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, HUD, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning subrecipient audits and OMB Circular A-133.

C. Reporting and Payment Procedures

1. Program Income

To the extent applicable, the Subrecipient shall report monthly all program income, as defined in section VI(A)(17)(a) of the Notice, generated by activities carried out with CDBG-DR funds made available under this Agreement. All program income shall be returned to the Grantee, absent written authorization from the Grantee to the contrary, in accordance with any procedures established by HUD and the Grantee. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the Grantee.

2. Indirect Costs

If indirect costs are charged, the Subrecipient will use its Federally approved Indirect Cost Rate as negotiated with the US Department of Health and Human Services (DHHS), its cognizant agency, attached as an Exhibit to this Agreement.

3. Progress Reports

The Subrecipient shall submit monthly Progress Reports to the Grantee in form and content required by the Grantee. At a minimum, such reports shall include the monthly status on outreach, marketing and advertising, pipeline of applications, applications packaged, and training.

D. Procurement

1. Compliance

The Subrecipient shall comply with current Grantee policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All Program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement.

2. OMB Standards

Unless specified otherwise within this agreement, the Subrecipient shall procure all materials, property, or services in accordance with the requirements of 24 CFR 84.40–48.

3. Travel

The Subrecipient shall comply with all applicable State regulations and guidelines regarding reimbursement of travel expenses to be paid for with CDBG-DR funds provided under this Agreement. The Subrecipient shall obtain prior written approval from the Grantee for any travel to out of service area assignments.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 24 CFR Part 84 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Subrecipient shall transfer to the Grantee any CDBG-DR funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.

2. Real property under the Subrecipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of $25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement or such longer period of time as the Grantee deems appropriate. If the Subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Subrecipient shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. The Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the five-year period or such longer period of time as the Grantee deems appropriate.

3. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement shall be (a) transferred to the Grantee for the CDBG program or (b) retained after compensating the Grantee an amount equal to the current fair market value of the equipment less the percentage of non-CDBG-DR funds used to acquire the equipment.

F. [INTENTIONALLY OMITTED]

IX. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

To the extent applicable to its performance under this Agreement, and as modified by the Notice, the Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. The Subrecipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-DR assisted project. The Subrecipient also agrees to comply with applicable Grantee ordinances, resolutions and policies concerning the displacement of persons from their residences.

X. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The Subrecipient agrees to comply with the New York State Civil Rights Law and with Title VI of the Civil Rights Act of 1964, as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

2. Nondiscrimination

The Subrecipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCD Act are still applicable.

3. Land Covenants

This Agreeement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Agreement, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer,

prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of, and entitled to enforce, such covenants. To the extent any such sale, lease or other transfer of land shall occur, the Subrecipient, in undertaking its obligation to carry out the Program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. Section 504

The Subrecipient agrees to comply with all Federal regulations issued pursuant to Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against individuals with disabilities or handicaps in any Federally assisted program. The Grantee shall provide the Subrecipient with certain guidelines for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action

1. Approved Plan

The Subrecipient agrees that it shall be committed to carry out, pursuant to the Grantee's specifications, an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966. The Grantee shall provide certain Affirmative Action guidelines to the Subrecipient to assist in the formulation of such program. The Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

2. Women- and Minority-Owned Businesses (W/MBE)

The Subrecipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

The Subrecipient shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Grantee, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

5. Subcontract Provisions

The Subrecipient will include the provisions of Paragraphs X.A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or subcontractors.

C. Employment Restrictions

1. Prohibited Activity

The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

2. Labor Standards

To the extent applicable, the Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 et seq.) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Subrecipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request. The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8)

units, all contractors engaged under contracts in excess of $2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this Agreement, shall comply with Federal requirements adopted by the Grantee pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

3. "Section 3" Clause

a. Compliance

Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this Agreement, shall be a condition of the Federal financial assistance provided under this Agreeement and binding upon the Grantee, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors. Failure to fulfill these requirements shall subject the Grantee, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the agreement through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The Subrecipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:
"The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

The Subrecipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction,

or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-DR funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-DR funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The Subrecipient certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

b. Notifications

The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. Subcontracts

The Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by HUD. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. Conduct

1. Assignability

The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee thereto.

2. Subcontracts

a. Approvals

The Subrecipient shall not enter into any subcontracts with any agency or individual to assist with the performance of this Agreement without the written consent of the Grantee prior to the execution of such agreement.

b. Monitoring

In accordance with guidelines to be issued by the Grantee, the Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

The Subrecipient shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

The Subrecipient shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

3. Hatch Act

The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4. Conflict of Interest

The Subrecipient agrees to abide by the provisions of 24 CFR 84.42 and 570.611, which include (but are not limited to) the following:

a. The Subrecipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.

b. No employee, officer or agent of the Subrecipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-DR assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-DR assisted activity, or with respect to the proceeds from the CDBG-DR assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Subrecipient, or any designated public agency.

5. Lobbying

The Subrecipient hereby certifies that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, 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 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;

b. 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, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

c. It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly:
d. Lobbying Certification

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 section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

6. Copyright

If this Agreement results in any copyrightable material or inventions, the Grantee and/or HUD reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

7. Religious Activities

The Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

XI. ENVIRONMENTAL CONDITIONS

A. Air and Water

The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C., 7401, et seq.;

- Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, et seq., as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;

- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

The Subrecipient agrees that any construction or rehabilitation of structures containing residential units with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

D. Historic Preservation

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

XII. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

XIII. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

XIV. WAIVER

The Grantee's failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Grantee to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

XV. ENTIRE AGREEMENT

This agreement, including Schedules, constitutes the entire agreement between the Grantee and the Subrecipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Grantee and the Subrecipient with respect to this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed by a duly authorized representative of the parties.

The Research Foundation for the State University of New York

[redacted] System Administration RF Operations Mgr

SPO Director of Contracts & Grants

By: [redacted] Date: 4/18/2013

Housing Trust Fund Corporation

Matthew L. Nelson
President

By: [redacted] Date: 5/2/13

New York State Small Business Development Center Network

Name: [redacted]
Title: Director

By: [redacted] Date: 4/19/13

This contract has been approved by the Corporation's Counsel as to form and its Treasurer as to fiscal sufficiency.

SCHEDULE A
SCOPE OF WORK

Section 1.01. General Scope.

Subject to the terms, covenants and conditions of this Agreement, Subrecipient has agreed to perform the following scope of work for Grantee, which shall be further broken down into the phases below through a minimum of nine community-based store front or office staffed locations (as indicated on the map in Schedule E).

Section 1.02 Phase 1. Delivery of Services to Existing Businesses.

Subrecipient agrees to provide the following delivery of services to existing businesses comprised of:

1. Due to the emphasis placed upon the anticipated surge of requests and interest for application assistance following the announcement of the State's recovery assistance program, Subrecipient shall prepare advance information about the Program.

2. Subrecipient shall be available to review, update and refine application requirements with confidential internal advance training on materials and process. Subrecipient shall prepare for the launch of the Program which will generate large numbers of calls and require immediate attention.

3. Subrecipient shall conduct initial intake in small groups in areas where the surge generates substantial contact. This will familiarize interested parties with the Program specifics, materials and supporting documentation.

4. Subrecipient shall package applications for all State programs which would be conducted on a 1 to 1 basis with experienced personnel available at each site to facilitate smooth and timely workflow. Should individuals be ineligible for the State programs, Subrecipient every attempt will be made to offer alternative assistance or options.

5. Subrecipient shall deploy experienced staff from lower impact areas temporarily to the areas of highest need along with new staff as necessary. Subrecipient shall use those staff who have been deployed to the area and are familiar with the requisite communities. Deployment will be for an estimated two (2) week period increments as necessary and are to be scheduled to cause the least disruption to other regions.

6. Subrecipient shall provide technical assistance to qualified applicants, inclusive of business development.

7. Subrecipient shall provide outreach informational meetings in various community locations to explain the Programs available, eligibility and application requirements, throughout the regions.

8. Subrecipient shall provide staffing for outreach locations to complete applications, answer questions on the spot or to advise unsure business owners who will be assisted by experienced staff or trained surge personnel and supported from Regional Centers.

9. Subrecipient shall use press releases, flyers, paid advertising and community partner newsletters, meetings or events to notify impacted businesses, subject to advance approval from the Grantee.

10. Subrecipient shall conduct applicant follow-up and will cause each applicant to be data encoded and marked for necessary follow-up, additional information or verification as needed. Subrecipient shall assign an advisor to each of the applicants whom they can reach for questions or follow-up.

11. In markets that were disrupted, Subrecipient shall provide services and support to realign the target market to other areas or offer e-commerce or other alternative strategies.

12. Subrecipient shall provide research from dedicated primary and secondary informational sources needed from central research staff.

13. Subrecipient shall provide high intensity outreach, e.g. door-to-door canvassing or business drop-ins, through community partners or staff, as appropriate (collectively, 1-13 shall be referred to as the "**Phase 1 Services**").

14. Subrecipient shall facilitate consulting engagements between industry or functional experts and small businesses through mentorship, business coaching or direct consulting.

Section 1.03 Phase 2. Stabilization and Repopulations Services

Subrecipient agrees to provide the following delivery of stabilization and repopulation services which shall be comprised of:

1. Subrecipient shall provide ongoing training events for existing or start-up businesses exploring opportunities or having difficulties focusing on: improved operations, expansion or changes in business models. This training will be regularly offered in high impact areas.

2. Subrecipient shall provide entrepreneurial training, ranging from simple start-up requirements to business plan development requirements inclusive of capital access and regulatory compliance issues.

3. Subrecipient shall provide assistance to property owners on marketing and leasing arrangements in an effort to reduce vacancies and potential blight.

4. Subrecipient shall provide general market analysis/information on types of businesses under-represented or not restarted in the community and potentially representing opportunities for new businesses to fill those needs.

5. Subrecipient shall provide cross training/referral services with supplemental technical assistance in unique industry specific services needed for high priority businesses as identified by the Grantee or Subrecipient, along with continued mentorship and consulting services. Appropriate firms seeking assistance in associated areas will be selected for specialized State assistance. (collectively, 1-5 shall be referred to as the "**Phase 2 Services**").

Subrecipient shall leverage the Phase 2 Services through community partners for area improvement.

Section 1.04. Deliverables.

Subrecipient shall provide the following deliverables in performing the Scope of Work:

1. Subrecipient shall provide weekly informational workshops within the first three months in each targeted community throughout the Long Island and Mid Hudson regions, then adjust the frequency based on demand; events will be hosted in conjunction with local chambers of commerce, local development corporations and other relevant local partners.

2. Subrecipient shall complete direct outreach to at least 20,000 businesses in the first six months through email/partner listservs, phone calls, and mailings, then 2,500 per month thereafter.

3. Subrecipient shall package all grant and loan applications for submission to New York Business Development Corporation Local Development Corporation ("NYBDC"), another subrecipient of the Grantee, estimated at 300 or more per month for first six months and 200 or more per month afterwards.

4. Subrecipient shall facilitate at least 150 engagements through the consulting and mentorship program in the first year.

SCHEDULE B
SCOPE OF WORK

Section 2.01. General Scope.

Subject to the terms, covenants and conditions of this Agreement, Subrecipient has agreed to perform the following scope of work for year 2 Grantee, which shall be further broken down into the phases below through a minimum of nine community-based store front or office staffed locations (as indicated on the map in Schedule E).

Section 2.02 Delivery of Services to Existing Businesses.

Subrecipient agrees to provide the following delivery of services to existing businesses comprised of:

1. Subrecipient shall be available to review, update and refine application requirements with confidential internal advance training on materials and process.

2. Subrecipient shall conduct ongoing intake in small groups in areas where the programs generate substantial contact. This will assist interested parties with the program, materials and supporting documentation.

3. Subrecipient shall package applications for all State programs which would be conducted on a 1 to 1 basis with experienced personnel available at each site to facilitate workflow. Individuals ineligible for the State programs will be offered alternative assistance.

4. Subrecipient staff will be targeted to the areas of highest need as necessary. Subrecipient shall use staff familiar with the requisite communities. Deployment will be scheduled to cause the least disruption to other regions.

5. Subrecipient shall provide technical assistance to applicants, inclusive of business development.

6. Subrecipient shall provide informational meetings in community locations throughout the regions.

7. Subrecipient shall use press releases, flyers, paid advertising and community partner newsletters, meetings or events to notify impacted businesses, subject to advance approval from the Grantee.

8. Subrecipient shall conduct applicant follow-up and will cause each applicant to be data encoded and marked for necessary follow-up, additional information or verification as needed. Subrecipient shall assign an advisor to each of the applicants whom they can reach for questions or follow-up.

9. In markets that were disrupted, Subrecipient shall provide services and support to realign the target market to other areas or offer e-commerce or other alternative strategies.

10. Subrecipient shall provide research from dedicated primary and secondary informational sources needed to train central research staff.

11. Subrecipient shall provide high intensity outreach, e.g. door-to-door canvassing or business drop-ins, through community partners or staff, as appropriate

12. Subrecipient shall facilitate consulting engagements between industry or functional experts and small businesses through mentorship, business coaching or direct consulting.

Section 2.03 Stabilization and Repopulations Services

Subrecipient agrees to provide the following delivery of stabilization and repopulation services which shall be comprised of:

1. Subrecipient shall provide ongoing training events for existing or start-up businesses exploring opportunities or having difficulties focusing on: improved operations, expansion or changes in business models. This training will be regularly offered in high impact areas.

2. Subrecipient shall provide entrepreneurial training, ranging from simple start-up requirements to business plan development requirements inclusive of capital access and regulatory compliance issues.

3. Subrecipient shall provide assistance to property owners on marketing and leasing arrangements in an effort to reduce vacancies and potential blight.

4. Subrecipient shall provide general market analysis/information on types of businesses under-represented or not restarted in the community and potentially representing opportunities for new businesses to fill those needs.

5. Subrecipient shall provide cross training/referral services with supplemental technical assistance in unique industry specific services needed for high priority businesses as identified by the Grantee or Subrecipient, along with continued mentorship and consulting services. Appropriate firms seeking assistance in associated areas will be selected for specialized State assistance.

6. Subrecipient shall leverage Services through community partners for area improvement.

Section 2.04. Deliverables.

Subrecipient shall provide the following deliverables in performing the Year 2 Scope of Work:

1. Subrecipient shall provide informational workshops in targeted communities throughout the Long Island and Mid-Hudson regions with frequency based on demand; events will be hosted in conjunction with local chambers of commerce, local development corporations and other relevant local partners.

2. Subrecipient shall complete outreach to at least 12,000 businesses in the period through email/partner listservs, phone calls, and mailings, at a rate of 1,000 per month.

3. Subrecipient shall package all grant and loan applications for submission to New York Business Development Corporation Local Development Corporation ("NYBDC"), another subrecipient of the Grantee, estimated at 100 or more per month.

4. Subrecipient shall facilitate at least 50 engagements through the consulting and mentorship program in the second year.

SCHEDULE C
YEAR 1 BUDGET

New York State Small Business Development Center
1st Yr. ANNUAL OPERATING BUDGET

Purpose: Hurricane Sandy

INDIRECT RATE: 14.0%

CATEGORY & SUB ITEMS	*STATE*	*TOTAL*
PERSONNEL	$250,000	$250,000
FRINGE	$108,500	$108,500
TRAVEL	$40,000	$40,000
EQUIPMENT	$25,000	$25,000
SUPPLIES	$20,000	$20,000
OFFICE/CONTRACTUAL	$75,340	$75,340
EXTERNAL CONSULTANT	$80,000	$80,000
OTHER	$9,000	$9,000
TOTAL DIRECT	$607,840	$607,840
CAMPUS INDIRECT	$85,098	$85,098
TOTALS	$692,938	$692,938

Budget Allocation
Balance

EQUIPMENT CONTROL: (IDENTIFY BY ITEM TYPE, COST)

ITEM	STATE
Computers	$16,000
Telephones	$9,000
TOTAL	$25,000

BUDGET NOTES

PERSONNEL & FRINGE: (IDENTIFY BY TITLE)

TITLE	*STATE*	*FRINGE RATE*	*TOTAL FRINGE*	*Sandy EFFORT*
Long Island Advisor	$50,000	43.40%	$21,700	100%
Long Island Advisor	$50,000	43.40%	$21,700	100%
Long Island Advisor	$20,000	43.40%	$8,680	40%
Long Island Advisor	$20,000	43.40%	$8,680	40%
Long Island Advisor	$20,000	43.40%	$8,680	40%
Hudson Advisor	$20,000	43.40%	$8,680	40%
Hudson Advisor	$20,000	43.40%	$8,680	40%
Hudson Advisor	$50,000	43.40%	$21,700	100%
TOTAL	250,000		$108,500	

Schedule B

New York State Small Business Development Center
2nd Yr. ANNUAL OPERATING BUDGET

Purpose: Hurricane Sandy

INDIRECT RATE: 14.0%

CATEGORY & SUB ITEMS	*STATE*	*TOTAL*
PERSONNEL	$190,000	$190,000
FRINGE	$82,460	$82,460
TRAVEL	$10,000	$10,000
EQUIPMENT	$0	$0
SUPPLIES	$10,000	$10,000
OFFICE/CONTRACTUAL	$65,340	$65,340
EXTERNAL CONSULTANT	$0	$0
OTHER	$24,000	$24,000
TOTAL DIRECT	$381,800	$381,800
CAMPUS INDIRECT	$53,452	$53,452
TOTALS	$435,252	$435,252

Budget Allocation
Balance

EQUIPMENT CONTROL: (IDENTIFY BY ITEM TYPE, COST)

ITEM	STATE
TOTAL	$0

BUDGET NOTES

PERSONNEL & FRINGE: (IDENTIFY BY TITLE)

TITLE	*STATE*	*FRINGE RATE*	*TOTAL FRINGE*	*Sandy EFFORT*
Long Island Advisor	$50,000	43.40%	$21,700	100%
Long Island Advisor	$50,000	43.40%	$21,700	100%
Long Island Advisor		43.40%	$0	40%
Long Island Advisor		43.40%	$0	40%
Long Island Advisor	$20,000	43.40%	$8,680	40%
Hudson Advisor		43.40%	$0	40%
Hudson Advisor	$20,000	43.40%	$8,680	40%
Hudson Advisor	$50,000	43.40%	$21,700	100%
TOTAL	190,000		$82,460	

Addendum to Schedule C & D

ORIGINAL

COLLEGES AND UNIVERSITIES RATE AGREEMENT

EIN: 1146013200F4

ORGANIZATION:
RFSUNY and SUNY System Administration
35 State Street
Albany, NY 12207

DATE:01/31/2013

FILING REF.: The preceding agreement was dated 12/20/2012

The rates approved in this agreement are for use on grants, contracts and other agreements with the Federal Government, subject to the conditions in Section III.

SECTION I: INDIRECT COST RATES

RATE TYPES: FIXED FINAL PROV. (PROVISIONAL) PRED. (PREDETERMINED)

EFFECTIVE PERIOD

TYPE	FROM	TO	RATE(%)	LOCATION	APPLICABLE TO
PRED.	07/01/2012	06/30/2016	24.50	All	All Programs
PROV.	07/01/2016	Until Amended	24.50	All	All Programs

*BASE

Modified total direct costs, consisting of all salaries and wages, fringe benefits, materials, supplies, services, travel and subgrants and subcontracts up to the first $25,000 of each subgrant or subcontract (regardless of the period covered by the subgrant or subcontract). Modified total direct costs shall exclude equipment, capital expenditures, charges for patient care, student tuition remission, rental costs of off-site facilities, scholarships, and fellowships as well as the portion of each subgrant and subcontract in excess of $25,000.

ORGANIZATION: RFSUNY and SUNY System Administration
AGREEMENT DATE: 1/31/2013

SECTION I: FRINGE BENEFIT RATES**

TYPE	FROM	TO	RATE(%)	LOCATION	APPLICABLE TO
FIXED	7/1/2012	6/30/2013	43.00	All	Regular Employees
FIXED	7/1/2012	6/30/2013	17.00	All	Summer Employees
FIXED	7/1/2012	6/30/2013	14.50	All	Graduate Students
FIXED	7/1/2012	6/30/2013	5.00	All	Undergraduate Stud.
FIXED	7/1/2013	6/30/2014	41.00	All	Regular Employees
FIXED	7/1/2013	6/30/2014	17.00	All	Summer Employees
FIXED	7/1/2013	6/30/2014	15.00	All	Graduate Students
FIXED	7/1/2013	6/30/2014	5.00	All	Undergraduate Stud.
PROV.	7/1/2014	Until amended	42.50	All	Regular Employees
PROV.	7/1/2014	Until amended	17.00	All	Summer Employees
PROV.	7/1/2014	Until amended	16.00	All	Graduate Students
PROV.	7/1/2014	Until amended	5.00	All	Undergraduate Stud.

** DESCRIPTION OF FRINGE BENEFITS RATE BASE:
Salaries and wages.

ORGANIZATION: RFSUNY and SUNY System Administration

AGREEMENT DATE: 1/31/2013

SECTION II: SPECIAL REMARKS

TREATMENT OF FRINGE BENEFITS:

The fringe benefits are charged using the rate(s) listed in the Fringe Benefits Section of this Agreement. The fringe benefits included in the rate(s) are listed below.

1. The rates in this agreement have been negotiated to reflect the administrative cap provisions of the revision to OMB Circular A-21 published by the Office of Management and Budget on May 8, 1996. No rate affecting the institution's fiscal periods beginning on or after October 1, 1991 contains total administrative cost components in excess of that 26 percent cap.

2. These Facilities and Administrative cost rate apply when grants and contracts are awarded jointly to Research Foundation of SUNY and SUNY System Administration.

3. The fringe benefit costs listed below are reimbursed to the grantee through the direct fringe benefit rates applicable to Research Foundation employees:

A. Retiree Health Insurance
B. Retirement Expense
C. Social Security
D. NYS Unemployment Insurance
E. NYS Disability Insurance
F. Group Health Insurance
G. Group Life Insurance
H. Long Term Disability Ins.
I. Workers' Compensation
J. Dental Insurance
K. Vacation & Sick Leave*

*This component consists of payments for accrued unused vacation leave made in accordance with the Research Foundation Leave Policy to employees who have terminated, changed accruing status, or transferred. It also includes payments for absences over 30 calendar-days that are charged to sick leave.

The fringe benefit costs for State University of New York employees are charged utilizing the New York State fringe benefit rate for federal funds. This approved rate is contained in the New York State-Wide Cost Allocation Plan. This rate includes the following costs:

A. Social Security
B. Retirement
C. Health Insurance
D. Unemployment Benefits
E. Workers' Compensation
F. Survivors' Benefits
G. Dental Insurance
H. Employee Benefit Funds

4. Equipment means an article of nonexpendable, tangible personal property having a useful life of more than one year, and an acquisition cost of $5,000 or more per unit.

5. Treatment of Paid Absences: *Vacation, holiday, sick leave pay and other paid absences are included in salaries and wages and are claimed on grants, contracts and other agreements as part of the normal cost for salaries and wages. Separate claims for the costs of these paid absences are not made.

This rate agreement updates fringe benefit rates only.

SECTION III: GENERAL

A. LIMITATIONS:

The rates in this Agreement are subject to any statutory or administrative limitations and apply to a given grant, contract or other agreement only to the extent that funds are available. Acceptance of the rates is subject to the following conditions: (1) Only costs incurred by the organization were included in its facilities and administrative cost pools as finally accepted: such costs are legal obligations of the organization and are allowable under the governing cost principles; (2) The same costs that have been treated as facilities and administrative costs are not claimed as direct costs; (3) Similar types of costs have been accorded consistent accounting treatment; and (4) The information provided by the organization which was used to establish the rates is not later found to be materially incomplete or inaccurate by the Federal Government. In such situations the rate(s) would be subject to renegotiation at the discretion of the Federal Government.

B. ACCOUNTING CHANGES:

This Agreement is based on the accounting system purported by the organization to be in effect during the Agreement period. Changes to the method of accounting for costs which affect the amount of reimbursement resulting from the use of this Agreement require prior approval of the authorized representative of the cognizant agency. Such changes include, but are not limited to, changes in the charging of a particular type of cost from facilities and administrative to direct. Failure to obtain approval may result in cost disallowances.

C. FIXED RATES:

If a fixed rate is in this Agreement, it is based on an estimate of the costs for the period covered by the rate. When the actual costs for this period are determined, an adjustment will be made to a rate of a future year(s) to compensate for the difference between the costs used to establish the fixed rate and actual costs.

D. USE BY OTHER FEDERAL AGENCIES:

The rates in this Agreement were approved in accordance with the authority in Office of Management and Budget Circular A-21, and should be applied to grants, contracts and other agreements covered by this Circular, subject to any limitations in A above. The organization may provide copies of the Agreement to other Federal Agencies to give them early notification of the Agreement.

E. OTHER:

If any Federal contract, grant or other agreement is reimbursing facilities and administrative costs by a means other than the approved rate(s) in this Agreement, the organization should (1) credit such costs to the affected programs, and (2) apply the approved rate(s) to the appropriate base to identify the proper amount of facilities and administrative costs allocable to these programs.

BY THE INSTITUTION:

RFSUNY and SUNY System Administration

(INSTITUTION)

[redacted]

(SIGNATURE)

[redacted]

(NAME)

Director of Finance

(TITLE)

February 7, 2013

(DATE)

ON BEHALF OF THE FEDERAL GOVERNMENT:

DEPARTMENT OF HEALTH AND HUMAN SERVICES

(AGENCY)

[redacted]

(SIGNATURE)

[redacted]

(NAME)

Director, Northeastern Field Office

(TITLE)

1/31/2013

(DATE) 0125

HHS REPRESENTATIVE: [redacted]

Telephone: [redacted]

Components of Published Facilities & Administrative Cost Rate

Institution : RFSUNY-SUNY SYSTEM ADMINISTRATION

FY Covered by Rate:	**7/1/12-**
Rate type: Predetermined	**6/30/16**

Rate Component		
1. Depreciation - Bldgs & Improvements	**0.7%**	
2. Depreciation - Equipment	**0.2%**	
3. Operation & Maintenance	**2.6%**	
4. Interest	**1.0%**	
5. Library	**0.0%**	
6. General Administration	**3.5%**	*
7. Departmental Administration	**0.0%**	*
8. Sponsored Projects Administration	**16.5%**	*
9. Student Services	**0.0%**	
Published All Program Rate	**24.5%**	

*** Reflects provisions of revised OMB Circular A-21, sections G.8a. and G.10, dated May 8, 1996.**

Name [redacted]

Title **Sr. Director of Cost Accounting & Procurement**

Date **01/04/2013**

EXHIBIT X
October 2007

Regulatory Framework
Office of Management and Budget (OMB) Circular No. A-110 *2 CFR 215* *Section .40-.48* *Revised 69 FR 25970, May 10, 2004*
Patent and Trademark Amendment of 1980 (Commonly known as Bayh-Dole Act) *35 USC Chapter 18* *37 CFR 401*
A21 Uniform Administrative Requirements for Grants and Agreements With Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations, *Revised 69 FR 25970, May 10, 2004*
A133 Audits of States, Local Governments, and Non-Profit Organizations, *Revised 69FR 25970, June 27, 2003*

Antidiscrimination
Civil Rights Act of 1964 *42 USC 2000d-d-7* *42 USC 3601, as amended*
Americans with Disabilities Act *47 USC 225, as amended*
Equal Employment Opportunity *Executive Order 11246, as amended*
Vietnam Era Veterans Readjustment Assistance Act of 1972 *38 USC 4212, as amended* *41 CFR 60-250*
Small Business Act of 1958 *15 USC 6311-657, as amended* *13 CFR 125.4*

Specific Administrative Requirements
Buy American Act *41 USC 10a, 106, as amended*
International Air Transportation Fair Competitive Practices Act of 1974 (Commonly know as Fly America Act) *49 UCS 40118, as amended*

Privacy
Health Insurance Portability and Accountability Act of 1996 (HIPAA) *45 CFR 160-164*

Fraud, Waste, & Abuse
Debarment and Suspension *Executive Orders 12549 and 12689*
Procurement Integrity *41 USC 423, as amended*
Covenant Against Contingent Fees *10 USC 2306(b), as amended* *41 USC 254(a), as amended*
Conflict of Interest NSF Financial Disclosure Policy *60 FR 35820, 07/11/95* PHS Objectivity in Research *42 CFR 50, Subpart F and 45 CFR 94*

Protection of Living Things
Animal Welfare Act *7 USC 2131 et seq.* *9 CFR Subchapter A*
Public Health Service Act (For Human Research Protections) *45 CFR 46.101-.409* *NIH Guide, Notice OD-00-039*
Research Involving Recombinant DNA Molecules *43 FR 60108, 12/11/78*

Environmental Protection
Clean Air Act *42 USC 7401-7661, as amended* *5 CFR 1*
Federal Water Pollution Control Amendments of 1972 (Commonly known as Clean Water Act) *33 USC 1251-1376* *40 CFR Subchapter D*

Data & Dissemination
Export Administration Act of 1979 *50 USC app. 2401-2420, as amended* Export Administration Regulations (EAR) *15 CFR 730-774*
Arms Export Control Act *22 USC 2778* International Traffic in Arms Regulations (ITAR) *22 CFR 120-130*
Antiterrorism and Effective Death Penalty Act of 1995 (Commonly known as Anti-Terrorism Act) *18 USC 2332d, Section 321*
Terrorism Sanctions Regulations Office of Foreign Assets Control (OFAC) *31 CFR 595*

Employee Requirements
Occupational Safety and Health Act of 1970 *42 USC 3142*
Davis-Bacon Act *40 USC 276a-1 to 267a-7, as amended*
Contract Work Hours and Safety Standards Act *40 USC 3701-3708*
Byrd Amendment Concerning Lobbying *31 USC 1352*
Family and Medical Leave Act of 1993 (FMLA) *29 USC 2654*
Fair Labor Standards Act of 1938 (FLSA) *29 USC 201, et seq.*
Copeland (Anti-Kickback) Act *40 USC 3145* *29 CFR 3*

Safety & Security
Select Agents *DHHS & CDC – 42 CFR 73* *USDA & APHIS – 9 CFR 121*