

Essential Plan Cooling Program Vendor Agreement

THIS AGREEMENT, made as of 4/1/2025 (the "Effective Date"), by and between HEALTH RESEARCH, INC., a not-for-profit corporation organized and existing under the laws of the State of New York, with principal offices located at Riverview Center, 150 Broadway, Ste. 280, Menands, NY 12204-2893, hereinafter referred to as HRI, and

located at

herein after referred to as the VENDOR.

WITNESSETH

WHEREAS, HRI will administer payments to Vendor on behalf of NY State of Health of the NYS Department of Health ("NYS DOH") for the conduct of a project entitled "Essential Plan Cooling Program" (EPCP), which allows certain Essential Plan enrollees to have air conditioning units installed in their home to improve health conditions; and,

WHEREAS, funding for the project, in whole or in part, is provided under a federal government grant or contract; and,

WHEREAS, HRI desires the Vendor's performance of certain services for HRI in connection with such project; and,

WHEREAS, Vendor has represented to HRI that <<he/she/it>> is competent, willing and able to perform such services for HRI.

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

I. General Provisions

1. Subject to compliance with the terms of this agreement, HRI will list Vendor as an Authorized Vendor to purchase, deliver and install air conditioning units or fans in individual Consumer homes under the EPCP program (the "Authorized Vendor" or "Vendor").
2. Essential Plan members (Consumer) approved under EPCP will be provided with the Authorized Vendor Directory. The consumer will select and initiate contact with an Authorized Vendor of their choice to schedule a pre-assessment visit and installation of the approved unit. Each consumer will provide an authorization ID to the Authorized Vendor selected to initiate the

installation process.

3. Authorized Vendors are authorized to bill HRI for services only after the consumer provides a signed acknowledgement of installation of the air conditioner or fan, as set forth in section "III" of this Agreement.
4. Vendor agrees households receiving assistance from EPCP will not be treated adversely because of such assistance under applicable provisions of State law and public regulatory requirements.
5. Vendor agrees it will not discriminate, either in cost of goods supplied or the services provided, against the household on whose behalf EPCP payments are made.
6. The Vendor must treat all consumer information under EPCP as confidential information and will not use any consumer information except as necessary to provide cooling assistance services.
7. The Vendor must carry liability insurance, Workers Compensation Insurance and possess all applicable licenses required by the city and county in which the Vendor is authorized to conduct business. At the time this Agreement is signed and prior receiving any installation jobs the Vendor must provide to HRI: (i) current certificates of insurance to document coverage, and (ii) documentation of their current license(s) in the counties in which they are authorized to conduct business and will be providing installation services.
8. The Vendor agrees to notify HRI within five business days if the company is sold, if there is a change in company ownership, company name, or any other change that would affect the Vendor Agreement or consumer services. This Agreement may not be assigned without the prior written consent of HRI.
9. This Agreement will remain in effect unless superseded by another Agreement or terminated by either the Vendor or HRI. Termination requires 30 days written notice.

II. Provisions for Authorized Vendors

1. Vendor agrees that all materials used in the installation shall be of good quality and shall be free of defects that would diminish the appearance of the equipment or render it structurally or operationally unsound. Installation includes the furnishing of any equipment, rigging, and materials required to install parts in the proper location. Vendor shall protect the site from damage and shall repair damage or injury caused during installation by Vendor or its employees or agents. Vendor shall perform installation work so as to cause the least inconvenience and interference with Consumers and with proper consideration of others on site. Upon completion of the installation, the location and surrounding area of work shall be left clean and in a neat and unobstructed condition, with everything in satisfactory repair and order.
2. Vendor agrees that the total cost of any single cooling assistance service cannot exceed \$900 for a window air conditioner or portable air conditioner and cannot exceed \$1,100 for an existing wall sleeve unit, or \$500 for a fan.
3. The Vendor agrees the total job cost includes a pre-installation onsite assessment, procurement

of unit, installation of unit, administrative cost, labor, program support, and minor repairs essential for the safe installation of cooling unit. Funds may not be used for any other purpose.

4. When Vendor is selected by a consumer to provide an air conditioner or fan under the EPCP, Vendor will visit the consumer's residence for a pre-installation assessment, to assess and determine the appropriate living space within the dwelling for the optimal creation of a cooling room, calculate the proper size of the AC Unit using the square footage of the room to be cooled, and other relevant factors including sun exposure, occupancy and proximity to kitchen.
5. Vendor agrees to assess the electrical load capacity of the dwelling and the circuit on which the equipment is to be connected for each consumer's dwelling during the pre-installation onsite assessment, prior to purchasing and installing a unit for a consumer. If the consumer's electrical system or circuit does not meet the load requirement necessary for the safe operation of the air conditioning unit, a unit may not be purchased or installed.
6. Vendor agrees that in circumstances where an air conditioning unit cannot be safely installed, vendor should document reason and request HRI authorization to substitute purchase and delivery of an appropriate fan.
7. Vendor agrees that air conditioning units are limited to window installations, portable window air conditioning units (only if a window unit may not be safely installed), and existing sleeve installations. Window equipment must be Energy Star rated. Vendor agrees to provide only one air conditioner or fan and installation services per dwelling.
8. Vendor agrees to respond to consumer requests for installation services promptly, to schedule the pre-installation onsite assessment and the installation appointment, completing both visits within three weeks of contact by the consumer whenever possible.
9. Vendor agrees to notify HRI if cooling assistance services cannot be scheduled and completed within three weeks of notification.
10. Vendor agrees to register cooling equipment warranties directly with the manufacturer and provide copies of the completed warranty to each consumer.
11. Vendor agrees to provide each consumer with the manufacturer's literature pertaining to the cooling equipment and to provide instruction as to the safe and proper usage of the cooling equipment provided.
12. Vendor agrees to provide each consumer with the prescribed form to acknowledge installation and to confirm that the consumer is responsible for ongoing maintenance responsibility, utility cost and removal. The Acknowledgement form must be signed by consumer and returned to HRI when the Vendor invoices HRI for the installation, as outlined in section "III" of this Agreement.
13. Vendor acknowledges and agrees that after installation the maintenance of the air conditioning unit, including the responsibility to remove, cover, store and or reinstall or dispose of the unit or the installation sleeve is the responsibility of the consumer.
14. Vendor agrees to be responsible and to work directly with the consumer or dwelling owner to resolve any issues that arise regarding the installation of the air conditioning unit, for a period of thirty (30) days following the installation.

III. Fees and Payments

1. Vendor agrees to submit a completed consumer Acknowledgement Form to HRI for each completed cooling assistance service provided.
2. Vendor agrees that the final invoice for the purchase and installation of the air conditioner or fan must be submitted to HRI with the Consumer Acknowledgement Form within 30 business days of the completion of the cooling assistance services but no later than September 30th of the program year, or payments will not be made.
3. The Vendor understands that payment for the purchase, delivery, and installation of an air conditioner or fan under EPCP will be made from federal funds, through HRI. The Vendor further understands and agrees to comply with all requirements and all policy determinations and directives of HRI and NYS DOH regarding the administration of EPCP. The Vendor may be prosecuted under applicable federal and/or State law for false claims, statements or documents or concealment of material fact.
4. Vendor agrees that no consumer may be charged, billed or otherwise incur any additional costs for the cooling assistance services authorized under this program. All costs are limited to cooling equipment and installation services as described in this agreement and shall only be billed directly to HRI.
5. Vendor agrees EPCP benefits authorized for the purpose of purchasing cooling assistance services may only be applied to cooling assistance equipment and services and may not be used for any other purpose.
6. Vendor agrees New York State Sales Tax will not be collected on cooling assistance equipment and services paid for with ECPC funds. Local County Sales Tax may be collected if applicable.
7. The Vendor will not transfer the air conditioner or fan purchased under the EPCP program to consumers or residence addresses not authorized through the EPCP program.

IV. Indemnity

1. To the fullest extent permitted by law, Vendor shall indemnify, hold harmless and defend HRI, its agents, employees, officers, board members, the New York State Department of Health, and the People of the State of New York against all claims, damages, losses or expenses including but not limited to attorneys' fees arising out of or resulting from the performance of the agreement, provided any such claim, damage, loss or expense arises out of, or in connection with, any act or omission by Vendor, or anyone directly or indirectly employed or contracted by Vendor, in the performance of services under this Agreement, and such acts or omissions (i) constitute negligence, willful misconduct, or fraud; (ii) are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including loss of use resulting there from; (iii) cause the breach of any confidentiality obligations set forth herein; (iv) relate to any claim for compensation and payment by any employee or agent of Vendor; (v) result in intellectual property infringement or misappropriation by Vendor, its employees, agents, or subcontractors; or (vi) are violations of regulatory or statutory provisions of the New York State Labor Law, OSHA or other governing rule or applicable law. The obligation of the Vendor to

indemnify any party under this paragraph shall not be limited in any manner by any limitation of the amount of insurance coverage or benefits including workers' compensation or other employee benefit acts provided by the Vendor.

V. Audits, Investigation and Penalties

1. The Vendor agrees to permit and cooperate with: (1) federal and/or State audits and/or investigations (2) audits and/or investigations authorized by NYS DOH or HRI, and also; (3) any investigation undertaken to ensure program integrity. The Vendor agrees to: respond to any communication or correspondence from any authorized entities within five business days and provide reasonable accommodations for onsite case reviews. Vendor agrees to cooperate with NYS DOH/HRI in establishing a mutually acceptable timeframe within which the Vendor will provide information requested by NYS DOH/HRI.
2. If violations of the Vendor Agreement are discovered, the Vendor agrees to take corrective actions in the designated timeframes. Corrective actions may include, but are not limited to:
3. Reviewing all consumer accounts that received EPCP benefits for the year of review and the current program year,
4. Provide NYS DOH/HRI with full accounting of consumer accounts.
5. Provide a Corrective Action Plan to outline the changes that will promptly bring the Vendor into full compliance with program policy and deadlines for the implementation of those changes.
6. The Vendor agrees to support an accounting system and maintain fiscal records adequate to audit for a period of not less than three program years (current year plus three years) and will otherwise verify the proper disbursement of EPCP funds.
7. The Vendor understands that failure to cooperate with any federal and/or State audits and/or investigations, or if they fail to properly implement the required corrective actions in the designated timeframes, it may result in disqualification from participation in the current or future EPCP program year(s).
8. If criminal activity relating to the EPCP program rules is alleged through the audit and investigation process, it will result in referrals being made for appropriate prosecution by a District Attorney, Attorney General, the Consumer Protection Board, the Better Business Bureau or any other entity with appropriate jurisdiction; and the Vendor may be permanently disqualified from participating in the program.
9. The provisions of this Agreement cannot be altered by the Vendor. Any changes made to the Agreement will render the signed Agreement invalid.

VI. Signature

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

Health Research Inc.

Vendor Name

**Elizabeth Wood
Acting Executive Director**

Date:

Date: