

AGREEMENT

This Agreement, made this 9th day of May, 2024 by and between HEALTH RESEARCH, INC., with offices located at Riverview Center, 150 Broadway, Ste. 280, Menands, NY, 12204-2893, hereinafter referred to as "HRI, a domestic not-for profit corporation, and

Oneida County through the Health Department
185 Genesee St.
Utica, NY 13501 hereinafter referred to as the "Contractor"
(a(n) State/Local Government

WITNESSETH

WHEREAS, HRI has been awarded a grant/contract from the University of California - San Francisco, hereinafter referred to as the "Project Sponsor" under grant/contract number 6NU90TP9220090502, hereinafter referred to as "Sponsor Reference"; and,

WHEREAS, part of the overall project involves the following:

Public Health Emergency Preparedness Program

WHEREAS, the Contractor has represented to HRI that it is knowledgeable, qualified, and experienced in the skill(s) required for this project, and that it is willing and capable of performing the services required hereunder

Now therefore, in consideration of the promises and mutual covenants herein, the parties hereto agree as follows:

Definitions: Throughout this Agreement, the following terms shall have the following definitions:

"Contract Start Date": 07/01/2023

"Contract End Date": 06/30/2024

"Total Contract Amount": \$1,127,716

"Maximum Reimbursable Amount": \$77,716

"HRI Project Director": Michael Primeau

"Required Voucher Frequency": Quarterly

"FAIN Number": NU90TP922009

"HRI Contract Number": 1577-17

"Catalog of Federal Domestic Assistance Number": 93.069 ("This contract is "Federally" funded.")

Budget Flexibility Percentage: 25 % Percent of Total - Cumulative re-budget among categories is allowed by this percentage of the Total Contract Amount, or \$250,000, whichever is less

Attachments / Exhibits: The following are hereby incorporated and made a part of this Agreement:

Exhibit A - "Scope of Work"

Exhibit B - "Budget"

Exhibit C - "Reporting/Vouchering Instructions"

Exhibit D - "Prime Federal Award Information" (if checked) [X]

Attachment A - "General Conditions for HRI Contracts"

Attachment B - "Program Specific Clauses" (if checked) [X]

Attachment C - "Modifications to General Conditions and/or Program Specific Clauses" (if checked) []

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto as of the date first above set forth.

Health Research, Inc

Oneida County through the Health Department

Federal ID: 15-6000460-

UEI#: ZPE7BYWV84S3

Elizabeth Wood

Name: Elizabeth Wood

Title: Deputy Director

Name:

Title:

Exhibit A

New York State Department of Health / Health Research Inc. Public Health Emergency Preparedness

Deliverables July 1, 2023 – June 30, 2024

All deliverables will be communicated electronically and posted on the New York State Department of Health (NYSDOH) Health Commerce System. Recipients will be expected to perform activities in support of the deliverables that are posted annually.

Documents will be entitled as follows:

- BP5 (New) 2023-2024 Public Health Emergency Preparedness Program Local Health Department (LHD) Deliverables

Health Research, Inc. - Public Health Emergency Preparedness Program
EXHIBIT B - Budget
7/1/2023

Contractor : Oneida County Health Department
Contract Period : July 1, 2023 - June 30, 2024
Contract # : 1577-17
HRI Account # : 15-0686-11

See instructions for important information. Be sure to sign and date (see below) and submit this page as a pdf. In addition, submit the entire budget file in Excel.

SUMMARY BUDGET

Budget Categories	Original Budget	Modification	Revised Budget
SALARIES / PERSONNEL	\$ 79,361	\$ -	\$ 79,361
FRINGE BENEFITS	\$ 39,879	\$ -	\$ 39,879
SUPPLIES	\$ 4,670	\$ -	\$ 4,670
TRAVEL		\$ -	\$ -
EQUIPMENT		\$ -	\$ -
MISCELLANEOUS	\$ 3,806	\$ -	\$ 3,806
CONTRACTUAL / CONSULTANT		\$ -	\$ -
ADMINISTRATIVE COSTS		\$ -	\$ -
SUBTOTAL	\$ 127,716	\$ -	\$ 127,716
RESTRICTED (For NYSDOH use only)	\$ 1,000,000	\$ -	\$ 1,000,000
TOTAL :	\$ 1,127,716	\$ -	\$ 1,127,716

Reason for Proposed Changes (for budget modifications):

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Contractor

Authorized Signature: _____

Date: _____

Salaries / Personnel

Contractor: Oneida County Health Department

Contract Period: July 1, 2023 - June 30, 2024

NOTE: Prohibition on Supplanting of Funds – funds under this program may not be used to replace or supplant any existing obligations. If adding new staff, include details showing how the staff are being added without supplanting. Add start and end dates if staff are being added or removed mid-year.

Number of pay periods per year (12 / 24 / 26): 26

Number of hours in full-time agency work week:

(1)	(2)	(3)	(4)	(5)	(6)
Position Title/Incumbent Name(s) Salaried Employees: List only those positions funded on this contract. If salary for position will change during the contract period, use additional lines to show salary levels for each period of time.	Hours Worked Per Week Total hours worked per week, regardless of funding source.	Annual Salary Salary for 12 months, regardless of funding source.	# of pay periods funded on this contract	% of effort funded by this contract	Amount Requested
Program Coordinator, Lynn Hamey (7/1/23-12/31/23).	35	\$75,499	13.00	85.00%	\$ 32,087
Program Coordinator, Lynn Hamey (1/1/24-6/30/24)	35	\$82,238	13.00	84.79%	\$ 34,866
Sr Admin Asst, Michelle Edic (7/1/23-12/31/23)	35	\$41,848	13.00	28.87%	\$ 6,040
Sr Admin Asst, Michelle Edic (1/1/24-6/30/24)	35	\$50,186	13.00	25.38%	\$ 8,368
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
Position Title/Incumbent Name(s) Hourly Employees List only those positions funded on this contract. If hourly rate for position will change during the contract period, use additional lines to show hourly	Number of Hours dedicated solely to this contract per week	Hourly Rate	Number of weeks	n/a	Amount Requested
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
Total Salaries Requested :					\$ 79,361

If you need assistance building a formula for the salary calculation in column 6, please contact the Grants Administration at: NYSPEP@health.ny.gov.

Position Descriptions

Contractor: Oneida County Health Department

Contract Period: July 1, 2023 - June 30, 2024

For each position listed on the summary budget page, provide a description of the duties supported by this contract.

Name: Lynn Harney

Title: Program Coordinator

Contract Duties : The incumbent will assist in the coordination of emergency preparedness activities within the Department and with other local community agencies and providers in the development of emergency action plans to address various public health emergencies. The incumbent will assist in the implementation and reporting of grant deliverables and participate in drills and exercises to gauge success in the implementation of various plans, submission of After Action Reports with deficiencies and timeframes for their correction. The incumbent will participate in the preparation and management of grant budget and funds to meet grant deliverables

Name: Michelle Edic

Title: Data Processing Clerk

Contract Duties : Incumbent performs selected information verifying skills for quality assurance and accuracy. They also process data/information regarding ECLRS, CDESS, and syndromic surveillance. This individual works closely with the Director of Clinical Services and staff of the department's Communicable Disease Program.

Name:

Title:

Contract Duties :

Name:

Title:

Contract Duties :

Name:

Title:

Contract Duties :

Name:

Title:

Contract Duties :

Name:

Title:

Contract Duties :

Name:

Title:

Contract Duties :

Fringe Benefits

Contractor: Oneida County Health Department

Contract Period: July 1, 2023 - June 30, 2024

FRINGE BENEFITS

1. Does your agency have a federally approved fringe benefit rate?
Contractor must attach a copy of federally approved rate agreement.

 Yes

 x No

Approved Rate (%) :

Amount Requested (\$) :

Complete 2-7 below.

2. Total salary expense based on most recent audited financial statements:

\$ 105,323,123

3. Total fringe benefits expense based on most recent audited financial statements:

\$37,807,176

4. Agency Fringe Benefit Rate: (amount from #3 divided by amount from #2)

35.90%

5. Date of most recently audited financial statements:

12/31/22

Attach a copy of financial pages supporting amounts listed in #2 and #3.

6. Requested rate and amount for fringe benefits:

Rate Requested (%) :

50.25%

Amount Requested (\$) :

\$ 39,879

7. If the rate requested on this contract exceeds the rate supported by latest audited financials, please justify below.

The audited rate includes part time employees. Part time employees do not get retirement or Health insurance so this significantly decreases the rate.

Supplies

Contractor: Oneida County Healt Department
Contract Period: July 1, 2023 - June 30, 2024

SUPPLIES : *Provide a justification for all supplies, including a description of how it relates to specific program objectives. Please refer to the Equipment section for guidance on items with a unit cost of \$5,000 or more.*

<u>Item Description</u>	<u>Amount</u>
Office Materials	\$ 3,000
Program Supplies	\$ 1,670

Total Supplies Requested: \$ 4,670

Justification

Office Material - Color Copier and ink \$2000. Other office supplies \$500 Office Chair \$500
Supplies for deliverables- \$1,670

Miscellaneous

Contractor: Oneida County Health Department

Contract Period: July 1, 2023 - June 30, 2024

Funds may be used to support program-related miscellaneous costs. All services must be provided within the contract period (services provided prior to the beginning or after the end date of the contract are not allowable costs for reimbursement). All food / refreshment costs must comply with the NYSDOH Health Emergency Preparedness Program Meeting Expense Reimbursement Guidelines. When vouchering for refreshment expenses, please provide all of the details required in the Meeting Expense Reimbursement Guidelines.

<u>Item Description</u>	<u>Amount</u>
Cell Phone & Tablet Data Package Monthly Service	\$ 3,806

Total Miscellaneous Requested : \$ 3,806

Justification

Cell Phones: For rental of 6 cell phones for key OCHD PHEP staff for 24/7 emergency access and Internet connectivity.
Staff with 50% usage are below. They are required to have their phones with them at all times, so we can account for at least 50% of use under PHEP

- *Opioid Coordinator
- *Director of Clinical Services
- *Supervising Public Health Nurse
- *Public Health Educator

Staff with 60% usage under PHEP. Devices used at least 60% just for PHEP usage.
*PHEP Coordinator

Those at 100% are as follows:
Fiscal Services Administrator is 100% usage of phone and tablet are only used for PHEP .

Devices will be assigned to these staff and used to ensure 24/7 and backup communications with these key preparedness staff.

Estimated cell phone costs are:
Cell Phone \$36.79 per month x 12 months
6 Phones @ 50% = \$1,325
1 Phone @ 60% = \$265
1 Phone @ 100% = \$441
Total = \$2,031

Tablet PCs Data Package: Data package for Internet support 12 devices at an average of \$24.65 per month. 50% is dedicated to PHEP activity. Service for already-acquired tablets to provide 24/7 and back up communications for key preparedness staff and to support deliverable activities including PODs, other exercises and drills, webinars and trainings, and EOC operations, provide remote access to county server, HCS access, expedient and 24/7 access to preparedness applications that support research and emergency planning and response to public health preparedness educational and community engagement activities. Staff include Director of Health, Deputy Director of Health , Fiscal Services Administrator, PHERP Coordinator ,Director of Clinical Services, Volunteer Coordinator, Health Educator, Public Information Officer . Devices will be assigned to other support staff (e.g., Health Educators, nurses, sanitarians, program staff) for PODs, emergency response, preparedness education, meetings, and conferences.
Estimated costs are 12 packages x 12 months x an average rate of \$24.65 per month x 50% = \$1775. An estimated 50% is dedicated to PHEP activity.

Restricted

Contractor: Oneida County Health Department
Contract Period: July 1, 2023 - June 30, 2024

FOR NYSDOH USE ONLY

Purpose/Destination

Amount

Please refer to the LHD funding table for the Emergency Placeholder Funding amount. This allows for increased funds to be awarded to the contract in the event of a public health emergency and additional funds become available. \$ 1,000,000

Total Restricted: \$ 1,000,000

Justification

NYSDOH Note: Items in the Restricted budget category are not reimbursable. To remove items from the Restricted budget category, submit a budget modification request to NYSPEP@health.ny.gov for approval. The budget modification request must include a break-out of expenses and a justification that shows how the expenses support the contract deliverables.

Exhibit C
Reporting, Vouchering and Other Requirements

The **Reporting Frequency** for this Contract shall be:

- ☐ Monthly ☒ Quarterly ☐ Semi Annually ☐ Annually
☐ Other (specify)_____

Voucher /Reports submission:

The Contractor shall submit all vouchers and reports required hereunder to the address noted below:

Email: nysphep@health.ny.gov.



DEPARTMENT OF HEALTH AND HUMAN SERVICES

Centers for Disease Control and Prevention

Notice of Award

Award# 5 NU90TP922009-05-00

FAIN# NU90TP922009

Federal Award Date: 06/06/2023

EXHIBIT D

Recipient Information

1. Recipient Name

HEALTH RESEARCH, INC.
150 Broadway Ste 560
Menands, NY 12204-2726
[No Phone Record]

2. Congressional District of Recipient

20

3. Payment System Identifier (ID)

1141402155A1

4. Employer Identification Number (EIN)

141402155

5. Data Universal Numbering System (DUNS)

002436061

6. Recipient's Unique Entity Identifier (UEI)

G9H6SUM59YC4

7. Project Director or Principal Investigator

Mr. Michael Primeau
michael.primeau@health.ny.gov
518-474-2893

8. Authorized Official

Mrs. Cheryl A. Mattox
Authorizing Official
hringa@healthresearch.org
(581) 431-1200

Federal Agency Information

CDC Office of Financial Resources

9. Awarding Agency Contact Information

Ms. Kimberly Champion
Grants Management Specialist
qrf9@cdc.gov
(404) 498-4229

10. Program Official Contact Information

Tracy Lewis
ils7@cdc.gov
(404) 639-3901

Federal Award Information

11. Award Number

5 NU90TP922009-05-00

12. Unique Federal Award Identification Number (FAIN)

NU90TP922009

13. Statutory Authority

319C-1 of the Public Health Service (PHS) Act (47 USC 247d-3a)

14. Federal Award Project Title

Public Health Emergency Preparedness Cooperative Agreement Department of Health and Human Services

15. Assistance Listing Number

93.069

16. Assistance Listing Program Title

Public Health Emergency Preparedness

17. Award Action Type

Non-Competing Continuation

18. Is the Award R&D?

No

Summary Federal Award Financial Information

19. Budget Period Start Date 07/01/2023 - End Date 06/30/2024

20. Total Amount of Federal Funds Obligated by this Action \$19,876,500.00

20a. Direct Cost Amount \$17,222,786.00

20b. Indirect Cost Amount \$2,653,714.00

21. Authorized Carryover \$0.00

22. Offset \$0.00

23. Total Amount of Federal Funds Obligated this budget period \$0.00

24. Total Approved Cost Sharing or Matching, where applicable \$1,989,255.00

25. Total Federal and Non-Federal Approved this Budget Period \$21,865,755.00

26. Period of Performance Start Date 07/01/2019 - End Date 06/30/2024

27. Total Amount of the Federal Award including Approved Cost Sharing or Matching this Period of Performance \$105,930,435.00

28. Authorized Treatment of Program Income

ADDITIONAL COSTS

29. Grants Management Officer - Signature

Mr. Damond Barnes
Grants Management Officer

30. Remarks



DEPARTMENT OF HEALTH AND HUMAN SERVICES

Centers for Disease Control and Prevention

Notice of Award

Award# 5 NU90TP922009-05-00

FAIN# NU90TP922009

Federal Award Date: 06/06/2023

Recipient Information**Recipient Name**

HEALTH RESEARCH, INC.
150 Broadway Ste 560
Menands, NY 12204-2726
[No Phone Record]

Congressional District of Recipient

20

Payment Account Number and Type

1141402155A1

Employer Identification Number (EIN) Data

141402155

Universal Numbering System (DUNS)

002436061

Recipient's Unique Entity Identifier (UEI)

G9H6SUM59YC4

31. Assistance Type

Cooperative Agreement

32. Type of Award

Other

33. Approved Budget

(Excludes Direct Assistance)

I. Financial Assistance from the Federal Awarding Agency Only**II. Total project costs including grant funds and all other financial participation**

a. Salaries and Wages	\$6,565,488.00
b. Fringe Benefits	\$2,481,752.00
c. Total Personnel Costs	\$9,047,240.00
d. Equipment	\$0.00
e. Supplies	\$171,356.00
f. Travel	\$134,709.00
g. Construction	\$0.00
h. Other	\$691,133.00
i. Contractual	\$7,178,348.00
j. TOTAL DIRECT COSTS	\$17,222,786.00
k. INDIRECT COSTS	\$2,653,714.00
l. TOTAL APPROVED BUDGET	\$19,876,500.00
m. Federal Share	\$19,876,500.00
n. Non-Federal Share	\$1,989,255.00

34. Accounting Classification Codes

FY-ACCOUNT NO.	DOCUMENT NO.	ADMINISTRATIVE CODE	OBJECT CLASS	CFDA NO.	AMT ACTION FINANCIAL ASSISTANCE	APPROPRIATION
2-921022U	19NU90TP922009	TP	41.51	93.069	\$0.00	75-22-0956
2-921027R	19NU90TP922009	TP	41.51	93.069	\$0.00	75-22-0956
1-921022U	19NU90TP922009	TP	41.51	93.069	\$0.00	75-21-0956
2-9213367	19NU90TP922009	TP	41.51	93.069	\$0.00	75-22-0956
1-9213367	19NU90TP922009	TP	41.51	93.069	\$0.00	75-21-0956
1-921027R	19NU90TP922009	TP	41.51	93.069	\$0.00	75-21-0956
3-921022U	19NU90TP922009	TP	41.51	93.069	\$1,985,744.00	75-23-0956
3-921027R	19NU90TP922009	TP	41.51	93.069	\$2,439,280.00	75-23-0956
3-9213367	19NU90TP922009	TP	41.51	93.069	\$15,451,476.00	75-23-0956



DEPARTMENT OF HEALTH AND HUMAN SERVICES Notice of Award

Centers for Disease Control and Prevention

Award# 5 NU90TP922009-05-00

FAIN# NU90TP922009

Federal Award Date: 06/06/2023

Direct Assistance

BUDGET CATEGORIES	PREVIOUS AMOUNT (A)	AMOUNT THIS ACTION (B)	TOTAL (A + B)
Personnel	\$0.00	\$0.00	\$0.00
Fringe Benefits	\$0.00	\$0.00	\$0.00
Travel	\$0.00	\$0.00	\$0.00
Equipment	\$0.00	\$0.00	\$0.00
Supplies	\$0.00	\$0.00	\$0.00
Contractual	\$0.00	\$0.00	\$0.00
Construction	\$0.00	\$0.00	\$0.00
Other	\$16,048.00	\$16,048.00	\$32,096.00
Total	\$16,048.00	\$16,048.00	\$32,096.00

AWARD ATTACHMENTS

HEALTH RESEARCH, INC.

5 NU90TP922009-05-00

1. Terms and Conditions

AWARD INFORMATION

Incorporation: In addition to the federal laws, regulations, policies, and CDC General Terms and Conditions for Non-research awards at <https://www.cdc.gov/grants/federal-regulations-policies/index.html>, the Centers for Disease Control and Prevention (CDC) hereby incorporates Notice of Funding Opportunity (NOFO) number **TP19-1901**, entitled **Public Health Emergency Preparedness (PHEP) Cooperative Agreement**, and application dated April 17, 2023, as may be amended, which are hereby made a part of this Non-research award, hereinafter referred to as the Notice of Award (NoA).

Approved Funding: Funding in the amount of **\$19,876,500** is approved for the Year 05 budget period, which is July 1, 2023 through June 30, 2024. All future year funding will be based on satisfactory programmatic progress and the availability of funds.

The federal award amount is subject to adjustment based on total allowable costs incurred and/or the value of any third party in-kind contribution when applicable.

Note: Refer to the Payment Information section for Payment Management System (PMS) subaccount information.

The NOFO provides for the funding of multiple components under this award. The approved component funding levels for this notice of award are:

NOFO Component	Amount
Base	\$ 15,451,476
CRI	\$ 2,439,280
Lab	\$ 1,985,744

The requirements and term and condition of "Use of CDC funding for the Procurement of PPE and other Essential Medical Supplies/Procurement of "Covered Materials" have been rescinded. The term, which outlined two situations in which CDC recipients could use CDC award funds to procure Covered Materials *without* prior approval, is no longer in effect. Moving forward, recipients will comply with standard procurement requirements for these covered materials.

Financial Assistance Mechanism: Cooperative Agreement

Substantial Involvement by CDC: This is a cooperative agreement and CDC will have substantial programmatic involvement after the award is made. Substantial involvement is in addition to all post-award monitoring, technical assistance, and performance reviews undertaken in the normal course of stewardship of federal funds.

CDC program staff will assist, coordinate, or participate in carrying out effort under the award, and recipients agree to the responsibilities therein, as detailed in the NOFO.

Listed in NOFO-Recipients must describe how CDC could help them overcome challenges to complete activities in the work plan and achieving period of performance outcomes

-Provide ongoing guidance, programmatic support, training, and technical assistance related to public health emergency preparedness.

-Provide ongoing guidance, programmatic support, training, and technical assistance related to activities outlined in this funding opportunity. Technical assistance resources include PHEP supplemental guidance and resources, funding application instructions, quarterly spend plan templates, and other resources as needed.

-Facilitate communication among recipients to advance the sharing of expertise on preparedness and response activities.

-Facilitate technical assistance through CDC's online technical assistance portal.

Direct Assistance (DA): DA is awarded in the amount of **\$16,048** for SAS/Licenses in this budget period.

Budget Revision Requirement: By August 15, 2023 the recipient must submit a grant note with the requested information. Failure to submit the required information in a timely manner may adversely affect the future funding of this project. If the information cannot be provided by the due date, you are required to contact the GMS/GMO identified in the CDC Staff Contacts section of this notice before the due date.

Personnel:

Please provide the names of all TBD staff or adjust the performance period to align with a more accurate start date to avoid an unobligated balance. If the position is vacant for more than 3 months please redirect those unspent funds to other cost categories to avoid an unobligated balance.

Travel:

Please list names or positions of who will be traveling.

Technical Review Response Requirement: CDC program staff will distribute TR reports to recipients via GMM Grant Notes. The recipient must submit a response to the weakness(es), and recommendations identified in the technical review as a grant note in GrantSolutions no later than August 15, 2023. (Note: The recipient's response should be reflective only of the weaknesses identified, therefore, resubmission of the entire application is not required.) Failure to submit the required information by the due date provided by the program staff will cause delay in programmatic progress and will adversely affect the future funding of this project. If the information cannot be provided by the due date, you are required to contact Project Officer identified in the CDC Staff Contacts section of this notice before the due date.

Expanded Authority: The recipient is permitted the following expanded authority in the administration of the award.

- ☒ Carryover of unobligated balances from budget period 04 are allowed until the end of the current performance period 06/30/2024. Unobligated funds may be used for purposes within the scope of the project as originally approved. Recipients will report use, or intended use, of unobligated funds in Section 12 "Remarks" of the annual Federal Financial Report. If the GMO determines that some or all of the unobligated funds are not necessary to complete the project, the GMO may restrict the recipient's authority to automatically carry over unobligated balances in the future, use the balance to reduce or offset CDC funding for a subsequent budget period, or use a combination of these actions.

Program Income: Any program income generated under this grant or cooperative agreement will be used in accordance with the Cost sharing or matching alternative.

Cost sharing or matching alternative: Under this alternative, program income is used to finance some or the entire non-federal share of the project/program.

Note: The disposition of program income must have written prior approval from the GMO.

FUNDING RESTRICTIONS AND LIMITATIONS

Notice of Funding Opportunity (NOFO) Restrictions:

- Recipients may not use funds for research.
- Recipients may not use funds for clinical care except as allowed by law.
- Recipients may use funds only for reasonable program purposes, including personnel, travel, supplies, and services.
- Reimbursement of pre-award costs generally is not allowed, unless the CDC provides written approval to the recipient.
- Other than for normal and recognized executive-legislative relationships, no funds may be used for:
 - publicity or propaganda purposes, for the preparation, distribution, or use of any material designed to support or defeat the enactment of legislation before any legislative body
 - the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before any legislative body
- See Additional Requirement (AR) 12 for detailed guidance on this prohibition and additional guidance <https://www.cdc.gov/grants/additional-requirements/ar-35.html>
- The direct and primary recipient in a cooperative agreement program must perform a substantial role in carrying out project outcomes and not merely serve as a conduit for an award to another party or provider who is ineligible.
- Recipients may supplement but not supplant existing state or federal funds for activities described in the budget.
- Payment or reimbursement of backfilling costs for staff is not allowed.
- None of the funds awarded to these programs may be used to pay the salary of an individual at a rate in excess of Executive Level II or \$199,300 per year.
- Funds may not be used to purchase or support (feed) animals for labs, including mice. Funds may not be used to purchase a house or other living quarter for those under quarantine. Rental may be allowed with approval from the CDC OGS.

Lobbying

Other than for normal and recognized executive-legislative relationships, PHEP funds may not be used for:

- Publicity or propaganda purposes, for the preparation, distribution, or use of any material designed to support or defeat the enactment of legislation before any legislative body.
- The salary or expenses of any grant or contract recipient, or agent acting for such

recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before any legislative body.

See additional requirements (AR 12) for detail guidance on the prohibition and additional guidance on lobbying for CDC recipients https://www.cdc.gov/grants/documents/antilobbying_restrictions_for_cdc_grantees_july_2012.pdf

Construction and Major Renovations

- Recipients may not use funds for construction or major renovations.
- Generally, recipients may not use funds to purchase furniture or equipment. Any such proposed spending must be clearly justified in the budget.

Passenger Road Vehicles

- Funds cannot be used to purchase over-the road passenger vehicles.
- Funds cannot be used to purchase vehicles to be used as means of transportation for carrying people or goods, such as passenger cars or trucks and electrical or gas driven motorized carts.
- Recipients can (with prior approval) use funds to lease vehicles to be used as means of transportation for carrying people or goods, e.g., passenger cars or trucks and electrical or gas- driven motorized carts during times of need.
- Additionally, PHEP grant funds can (with prior approval) be used to make transportation agreements with commercial carriers for movement of materials, supplies and equipment. There should be a written process for initiating transportation agreements (e.g., contracts, memoranda of understanding, formal written agreements, and/or other letters of agreement). Transportation agreements should include, at a minimum:
 - Type of vendor
 - Number and type of vehicles, including vehicle load capacity and configuration
 - Number and type of drivers, including certification of drivers
 - Number and type of support personnel
 - Vendor's response time
 - Vendor's ability to maintain cold chain, if necessary to the incident
 - This relationship may be demonstrated by a signed transportation agreement or documentation of transportation planning meeting with the designated vendor. All documentation should be available to the CDC project officer for review if requested.

Transportation of Medical Material

- Funds can (with prior approval) be used to procure leased or rental vehicles for movement of materials, supplies and equipment.
- Recipients can (with prior approval) use funds to purchase material-handling equipment (MHE) such as industrial or warehouse-use trucks to move materials, such as forklifts, lift trucks, turret trucks, etc. Vehicles must be of a type not licensed to travel on public roads.
- Recipients may purchase basic (non-motorized) trailers with prior approval from the

CDC OGS.

Procurement of Food and Clothing

- Funds may not be used to purchase clothing such as jeans, cargo pants, polo shirts, jumpsuits, sweatshirts, or T-shirts. Purchase of vests to be worn during exercises or responses may be allowed.
- Generally, funds may not be used to purchase food.

Vaccines

- PHEP recipients can, with prior CDC approval, use funds to purchase caches of antibiotics for use by public health responders and their households to ensure the health and safety of the public health workforce during an emergency response, or an exercise to test response plans. Funds may not be used to supplant other funding intended to achieve this objective.
- PHEP recipients can, with prior CDC approval, use funds to purchase caches of vaccines for public health responders and their households to ensure the health and safety of the public health workforce.
- PHEP recipients can, with prior CDC approval, use funds to purchase caches of vaccines for select critical workforce groups to ensure their health and safety during an exercise testing response plans.
 - Recipients must document in their submitted exercise plans the use of vaccines for select critical workforce personnel before CDC will approve the vaccine purchase.
- Recipients may not use PHEP funds to supplant other funding intended to achieve these objectives.
- Recipients of PHEP-funded vaccines (within the context of the exercise) may include:
 - Persons who meet the criteria in the CDC-Advisory Committee on Immunization Practices (CDC/ACIP) recommendations www.cdc.gov/vaccines/acip/index.html for who should receive vaccine; and
 - Persons who are not eligible to receive the vaccine through other entitlement programs such as Medicare, Medicaid, or the Vaccines for Children (VFC) program.
 - VFC-eligible children or Medicare beneficiaries may participate in the exercise; however, they should be vaccinated with vaccine purchased from the appropriate funding source.
- PHEP funds may not be used to purchase vaccines for seasonal influenza mass vaccination clinics or other routine vaccinations covered by ACIP schedules.
- PHEP funds may not be used to purchase influenza vaccines for the general public.

Recipients may not use funds for clinical care except as allowed by law. For the purposes of this NOFO, clinical care is defined as "directly managing the medical care and treatment of individual patients." PHEP-funded staff may administer MCMs such as antibiotics or vaccines as a public health intervention in the context of an emergency response or an exercise to test response plans. CDC does not consider this clinical care since it is not specific to one individual patient.

Laboratory Supplies

Instruments, reagents and supplies for the following are not generally purchased with PHEP funding:

- Instruments, reagents and supplies for testing seasonal influenza.
- Instruments, reagents and supplies for testing rabies.
- Instruments, reagents and supplies for routine food testing (surveillance).
- Instruments, reagents and supplies for testing vaccine preventable diseases (e.g. measles, mumps, etc.)
- Instruments, reagents and supplies for routine testing of vector-borne illnesses (both clinical and vector surveillance).
- Routine drug screening of laboratory staff; and • Influenza vaccines (for the general public).

Because recipients receive substantial assistance from CDC through other programs, recipients line items are funded under the appropriate program

Indirect Costs:

Indirect costs are approved based on the negotiated indirect cost rate agreement dated September 16, 2021, which calculates indirect costs as follows, a **Provisional** is approved at a rate of **18.90%** of the base, which includes, **direct salaries and wages including all fringe benefits**. The effective dates of this indirect cost rate are from **April 1, 2022 to March 31, 2025**.

Matching Funds Requirement: The required level of non-federal participation for **PHEP \$1,989,255**.

Matching is generally calculated on the basis of the federal award amount and is comprised of recipient contributions proposed to support anticipated costs of the project during a specific budget period (confirmation of the existence of funding is supplied by the recipient via their Federal Financial Report). The recipient must be able to account separately for stewardship of the federal funding and for any required matching; it is subject to monitoring, oversight, and audit. The recipient may not use matching expenditures to count toward any Maintaining State Funding requirement.

When a recipient requests a carryover of unobligated funds from prior year(s), matching funds equal to the new requirement must be on record in the CDC grant file, or the recipient must provide evidence with the carryover request.

Maintenance of Effort (MOE) Requirement: MOE represents an applicant/recipient historical level of contributions related to federal programmatic activities which have been made prior to the receipt of federal funds "expenditures (money spent)." MOE is used as an indicator of non-federal support for public health before the infusion of federal funds. These expenditures are calculated by the recipient without reference to any federal funding that also may have contributed to such programmatic activities in the past. Recipients must stipulate the total dollar amount in their grant applications. Recipients must be able to account for MOE separately from accounting for federal funds and separately from accounting for any matching funds requirement; this accounting is subject to ongoing monitoring, oversight, and audit. MOE may not include any matching funds requirement.

REPORTING REQUIREMENTS

Required Disclosures for Federal Awardee Performance and Integrity Information System (FAPIIS): Consistent with 45 CFR 75.113, applicants and recipients must disclose in a timely manner, in writing to the CDC, with a copy to the HHS Office of Inspector General (OIG), all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Subrecipients must disclose, in a timely manner in writing to the prime recipient (pass through entity) and the HHS OIG, all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Disclosures must be sent in writing to the CDC and to the HHS OIG at the following addresses:

CDC, Office of Grants Services
Kimberly Champion, Grants Management Officer/Specialist
Centers for Disease Control and Prevention
Branch IV
2939 Flowers Rd
Atlanta, GA 30341
Email: qrf9@cdc.gov (Include "Mandatory Grant Disclosures" in subject line)

AND

U.S. Department of Health and Human Services
Office of the Inspector General
ATTN: Mandatory Grant Disclosures, Intake Coordinator
330 Independence Avenue, SW
Cohen Building, Room 5527
Washington, DC 20201

Fax: (202)-205-0604 (Include "Mandatory Grant Disclosures" in subject line) or
Email: MandatoryGranteeDisclosures@oig.hhs.gov

Recipients must include this mandatory disclosure requirement in all subawards and contracts under this award.

Failure to make required disclosures can result in any of the remedies described in 45 CFR 75.371. Remedies for noncompliance, including suspension or debarment (See 2 CFR parts 180 and 376, and 31 U.S.C. 3321).

CDC is required to report any termination of a federal award prior to the end of the period of performance due to material failure to comply with the terms and conditions of this award in the OMB-designated integrity and performance system accessible through SAM (currently FAPIIS). (45 CFR 75.372(b)) CDC must also notify the recipient if the federal award is terminated for failure to comply with the federal statutes, regulations, or terms and conditions of the federal award. (45 CFR 75.373(b))

PAYMENT INFORMATION

Payment Management System Subaccount: Funds awarded in support of approved activities have been obligated in a subaccount in the PMS, herein identified as the "P Account". Funds must be used in support of approved activities in the NOFO and the approved application.

The grant document number identified beginning on the bottom of Page 2 of the Notice of Award

must be known in order to draw down funds.

PROGRAM OR FUNDING SPECIFIC CLOSEOUT REQUIREMENTS

The final programmatic report format required is the following.

Final Performance Progress and Evaluation Report: This report should include the information specified in the NOFO and is submitted 90 days following the end of the period of performance via www.grantsolutions.gov. At a minimum, the report will include the following:

- Statement of progress made toward the achievement of originally stated aims.
- Description of results (positive or negative) considered significant.
- List of publications resulting from the project, with plans, if any, for further publication.

Final Federal Financial Report (FFR, SF-425): The FFR should only include those funds authorized and actually expended during the timeframe covered by the report. The Final FFR, SF-425 is required and must be submitted no later than 90 days after the period of performance end date. The final report must indicate the exact balance of unobligated funds and may not reflect any unliquidated obligations. Should the amount not match with the final expenditures reported to the Department of Health and Human Services' PMS, you will be required to update your reports to PMS accordingly. Remaining unobligated funds will be de-obligated and returned to the U.S. Treasury.

Electronic versions of the form can be downloaded at:

<https://www.grants.gov/web/grants/forms/post-award-reporting-forms.html#sortby=1>

Equipment and Supplies - Tangible Personal Property Report (SF-428): A completed Tangible Personal Property Report SF-428 and Final Report SF-428B addendum must be submitted, along with any Supplemental Sheet SF-428S detailing all major equipment acquired or furnished under this project with a unit acquisition cost of \$5,000 or more. Electronic versions of the forms can be downloaded by visiting: <https://www.grants.gov/web/grants/forms/post-award-reporting-forms.html#sortby=1>

If no equipment was acquired under an award, a negative report is required.

The recipient must identify each item of equipment that it wishes to retain for continued use in accordance with 45 CFR Part 75. The awarding agency may exercise its rights to require the transfer of equipment purchased under the assistance award. CDC will notify the recipient if transfer to title will be required and provide disposition instruction on all major equipment.

Equipment with a unit acquisition cost of less than \$5,000 that is no longer to be used in projects or programs currently or previously sponsored by the Federal Government may be retained, sold, or otherwise disposed of, with no further obligation to the Federal Government.

Additional guidance may be provided by the GMS and found at:

<https://www.cdc.gov/grants/already-have-grant/index.html>.

Attachment A
General Terms and Conditions - Health Research Incorporated Contracts

1. **Term** –This Agreement shall be effective and allowable costs may be incurred by the Contractor from the Contract Start Date through the Contract End Date, (hereinafter, the "Term") unless terminated sooner as hereinafter provided or extended by mutual agreement of the parties.
2. **Allowable Costs/Contract Amount** –
 - a) In consideration of the Contractor's performance under this Agreement, HRI shall reimburse the Contractor for allowable costs incurred in performing the Scope of Work, which is attached hereto as Exhibit A, in accordance with the terms and subject to the limits of this Agreement.
 - b) It is expressly understood and agreed that the aggregate of all allowable costs under the Agreement shall in no event exceed the Total Contract Amount, except upon formal amendment of this Agreement as provided herein below.
 - c) The allowable cost of performing the work under this Agreement shall be the costs approved in the Budget attached hereto as Exhibit B and actually incurred by the Contractor, either directly incident or properly allocable, to the Agreement, in the performance of the Scope of Work. For work performed under a Scope of Work that results from a federally funded grant or contract, Contractor's costs must be in accordance with cost principles of the Department of Health and Human Services Grants Policy Statement (HHS GPS). To be allowable, a cost must be reasonable, necessary, and cost-effective (as reasonably determined by HRI). In calculating costs, the accounting practices of Contractor must be based on generally accepted accounting principles and practices appropriate to the circumstances and consistent with other comparable activities of Contractor. Costs resulting from inconsistent practices in excess of the amount that would have resulted from using practices consistent with this Section 2(c) are unallowable. Contractor shall supply documentation of such policies and procedures to HRI when requested.
 - d) Irrespective of whether the "Audit Requirements" specified in paragraph 3(a) are applicable to this Agreement, all accounts and records of cost relating to this Agreement shall be subject to audit by HRI or its duly authorized representative(s) and/or the Project Sponsor during the Term and for three years after the final voucher is submitted for payment. This provision includes the right for HRI to request copies of source documentation in support of any costs claimed. If an audit is started before the expiration of the 3-year period, the records must be retained until all findings involving the records have been resolved and final action taken. Any reimbursement made by HRI under this Agreement shall be subject to retroactive correction and adjustment upon such audits. The Contractor agrees to repay HRI promptly any amount(s) determined on audit to have been incorrectly paid. HRI retains the right, to the extent not prohibited by law or its agreements with the applicable Project Sponsor(s) to recoup any amounts required to be repaid by the Contractor to HRI by offsetting those amounts against amounts due to the Contractor from HRI pursuant to this or other agreements. The Contractor shall maintain appropriate and complete accounts, records, documents, and other evidence showing the support for all costs incurred under this Agreement.
3. **Administrative, Financial and Audit Regulations** –
 - a) This Agreement shall be audited, administered, and allowable costs shall be determined in accordance with the terms of this Agreement and the requirements and principles applicable to the Contractor as noted below, including, but not limited to, the Office of Management and Budget (OMB) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (referred to herein as the "Uniform Guidance") as codified in Title 2 of the Code of Federal Regulations. The federal regulations specified below apply to the Contractor (excepting the "Audit Requirements," which apply to federally-funded projects only), regardless of the source of the funding specified (federal/non-federal) on the face page of this Agreement. For non-federally funded projects any right granted by the regulation to the federal sponsor shall be deemed granted to the Project Sponsor. It is understood that a Project Sponsor may impose restrictions/requirements beyond those noted below in which case such restrictions/requirements will be noted in Attachment B Program Specific Clauses.

Contractor Type	Administrative Requirements	Cost Principles	Audit Requirements Federally Funded Only
College or University	Uniform Guidance	Uniform Guidance	Uniform Guidance
Not-for-Profit	Uniform Guidance	Uniform Guidance	Uniform Guidance
State, Local Gov. or Indian Tribe	Uniform Guidance	Uniform Guidance	Uniform Guidance
For-Profit	45 CFR Part 74	45 CFR Part 2	Uniform Guidance
Hospitals	2 CFR Part 215	Part 74	Uniform Guidance

- b) If this Agreement is federally funded, the Contractor will provide copies of audit reports required under any of the above audit requirements to HRI within 30 days after completion of the audit.

4. Payments –

- a) No payments will be made by HRI until such time as HRI is in receipt of the following items:
- Insurance Certificates pursuant to Article 9;
 - A copy of the Contractor's latest audited financial statements (including management letter if requested);
 - A copy of the Contractor's most recent 990 or Corporate Tax Return;
 - A copy of the Contractor's approved federal indirect cost rate(s) and fringe benefit rate (the "federal rates"); or documentation (which is acceptable to HRI) which shows the Contractor's methodology for allocating these costs to this Agreement. If, at any time during the Term the federal rates are lower than those approved for this Agreement, the rates applicable to this Agreement will be reduced to the federal rates;
 - A copy of the Contractor's time and effort reporting system procedures (which are compliant with the Uniform Guidance) if salaries and wages are approved in the Budget.
 - A copy of equipment policy if equipment is in the approved budget.
 - Further documentation as requested by HRI to establish the Contractor's fiscal and programmatic capability to perform under this Agreement.

Unless and until the above items are submitted to and accepted by HRI, the Contractor will incur otherwise allowable costs at its own risk and without agreement that such costs will be reimbursed by HRI pursuant to the terms of this Agreement. No payments, which would otherwise be due under this Agreement, will be due by HRI until such time, if ever, as the above items are submitted to and accepted by HRI.

- b) The Contractor shall submit voucher claims and reports of expenditures at the Required Voucher Frequency noted on the face page of this Agreement, in such form and manner, as HRI shall require. HRI will reimburse Contractor upon receipt of expense vouchers pursuant to the Budget in Exhibit B, so long as Contractor has adhered to all the terms of this Agreement and provided the reimbursement is not disallowed or disallowable under the terms of this Agreement. All information required on the voucher must be provided or HRI may pay or disallow the costs at its discretion. HRI reserves the right to request additional back up documentation on any voucher submitted. Further, all vouchers must be received within thirty (30) days of the end of each period defined as the Required Voucher Frequency (i.e. each month, each quarter). Contractor shall submit a final voucher designated by the Contractor as the "Completion Voucher" no later than sixty (60) days from termination of the Agreement. Vouchers received after the 60 day period may be paid or disallowed at the discretion of HRI.
- c) The Contractor agrees that if it shall receive or accrue any refunds, rebates, credits or other amounts (including any interest thereon) that relate to costs for which the Contractor has been reimbursed by HRI under this Agreement it shall notify HRI of that fact and shall pay or, where appropriate, credit HRI those amounts.
- d) The Contractor represents, warrants and certifies that reimbursement claimed by the Contractor under this Agreement shall not duplicate reimbursement received from other sources, including, but not limited to client fees, private insurance, public donations, grants, legislative funding from units of government, or any other source. The terms of this paragraph shall be deemed continuing representations upon which HRI has relied in entering into and which are the essences of its agreements herein.

- 5. Termination –** Either party may terminate this Agreement with or without cause at any time by giving thirty (30) days written notice to the other party. HRI may terminate this Agreement immediately upon written notice to the Contractor in the event of a material breach of this Agreement by the Contractor. It is understood and agreed, however, that in the event that Contractor is in default upon any of its obligations hereunder at the time of any termination, such right of termination shall be in addition to any other rights or remedies which HRI may have against Contractor by reason of such default. Upon termination of the Agreement by either party for any reason, Contractor shall immediately turn over to HRI any works in progress, materials, and deliverables (whether completed or not) related to the services performed up to the date of termination.

- 6. Representations and Warranties –** Contractor represents and warrants that:

- a) it has the full right and authority to enter into and perform under this Agreement;
- b) it will perform the services set forth in Exhibit A in a workmanlike manner consistent with applicable industry practices;
- c) the services, work products, and deliverables provided by Contractor will conform to the specifications in Exhibit A;
- d) there is no pending or threatened claim or litigation that would have a material adverse impact on its ability to perform as required by this Agreement.

- 7. Indemnity** – To the fullest extent permitted by law, Contractor 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 Contractor, or anyone directly or indirectly employed or contracted by Contractor, 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 Contractor; (v) result in intellectual property infringement or misappropriation by Contractor, 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 Contractor 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 Contractor. In all subcontracts entered into by the Contractor related to performance under this Agreement, the Contractor will include a provision requiring the subcontractor to provide the same indemnity and hold harmless to the indemnified parties specified in this paragraph.
- 8. Amendments/Budget Changes –**
- a) This Agreement may be changed, amended, modified or extended only by mutual consent of the parties provided that such consent shall be in writing and executed by the parties hereto prior to the time such change shall take effect, with the exception of changes and amendments that are made mandatory by the Project Sponsor under the sponsoring grant/contract, which will take effect in accordance with the Project Sponsor's requirements and schedule.
 - b) In no event shall there be expenses charged to a restricted budget category without prior written consent of HRI.
 - c) The Budget Flexibility Percentage indicates the percent change allowable in each category of the Budget, with the exception of a restricted budget category. As with any desired change to this Agreement, budget category deviations exceeding the Budget Flexibility Percentage in any category of the Budget are not permitted unless approved in writing by HRI. In no way shall the Budget Flexibility Percentage be construed to allow the Contractor to exceed the Total Contract Amount less the restricted budget line, nor shall it be construed to permit charging of any unallowable expense to any budget category. An otherwise allowable charge is disallowed if the charge amount plus any Budget Flexibility Percentage exceeds the amount of the budget category for that cost.
- 9. Insurance –**
- a) The Contractor shall maintain or cause to be maintained, throughout the Term, insurance or self-insurance equivalents of the types and in the amounts specified in section b) below. Certificates of Insurance shall evidence all such insurance. It is expressly understood that the coverage's and limits referred to herein shall not in any way limit the liability of the Contractor. The Contractor shall include a provision in all subcontracts requiring the subcontractor to maintain the same types and amounts of insurance specified in b) below.
 - b) The Contractor shall purchase and maintain at a minimum the following types of insurance coverage and limits of liability:
 - 1) Commercial General Liability (CGL) with limits of insurance of not less than \$1,000,000 each Occurrence and \$2,000,000 Annual Aggregate. If the CGL coverage contains a General Aggregate Limit, such General Aggregate shall apply separately to each project. HRI and the People of the State of New York shall be included as Additional Insureds on the Contractor's CGL, using ISO Additional Insured Endorsement CG 20 10 11 85 or an endorsement providing equivalent coverage to the Additional Insureds. The CGL insurance for the Additional Insureds shall be as broad as the coverage provided for the Named Insured Contractor. It shall apply as primary and non-contributing insurance before any insurance maintained by the Additional Insureds.
 - 2) Business Automobile Liability (AL) with limits of insurance of not less than \$1,000,000 each accident. AL coverage must include coverage for liability arising out of all owned, leased, hired and non-owned automobiles.
 - 3) Workers Compensation (WC) & Employers Liability (EL) with limits of insurance of not less than \$100,000 each accident for bodily injury by accident and \$100,000 each employee for injury by disease.
 - 4) If specified by HRI, Professional Liability Insurance with limits of liability of \$1,000,000 each occurrence and \$3,000,000 aggregate.
 - c) Provide that such policy may not be canceled or modified until at least 30 days after receipt by HRI of written notice thereof; and

- d) Be reasonably satisfactory to HRI in all other respects.

10. Publications and Conferences –

- a) All written materials, publications, journal articles, audio-visuals that are either presentations of, or products of the Scope of Work which are authorized for publication or public dissemination, subject to the confidentiality restrictions herein, will acknowledge HRI, the New York State Department of Health (DOH) and the Project Sponsor and will specifically reference the Sponsor Reference Number as the contract/grant funding the work with a disclaimer, as appropriate, such as: "The content of this publication (journal article, etc.) is solely the responsibility of the authors and does not necessarily represent the official views of HRI or the Project Sponsor. This requirement shall be in addition to any publication requirements or provisions specified in Attachment B – Program Specific Clauses.
- b) Conference Disclaimer: Where a conference is funded by a grant, cooperative agreement, sub-grant and/or a contract the recipient must include the following statement on conference materials, including promotional materials, agenda, and Internet sites, "Funding for this conference was made possible (in part) by the <insert Project Sponsor name>. The views expressed in written conference materials or publications and by speakers and moderators do not necessarily reflect the official policies of HRI, NYS Department of Health or the Project Sponsor, nor does mention of trade names, commercial practices, or organizations imply endorsement by the U.S. Government."

Use of Logos: In order to avoid confusion as to the conference source or a false appearance of Government, HRI or DOH endorsement, the Project Sponsor, HRI and/or DOH's logos may not be used on conference materials without the advance, express written consent of the Project Sponsor, HRI and/or DOH.

11. Title –

- a) Unless noted otherwise in an attachment to this Agreement, title to all equipment purchased by the Contractor with funds from this Agreement will remain with Contractor. Notwithstanding the foregoing, at any point during the Term or within 180 days after the expiration of the Term, HRI may require, upon written notice to the Contractor, that the Contractor transfer title to some or all of such equipment to HRI. The Contractor agrees to expeditiously take all required actions to effect such transfer of title to HRI when so requested. In addition to any requirements or limitations imposed upon the Contractor pursuant to paragraph 3 hereof, during the Term and for the 180 day period after expiration of the Term, the Contractor shall not transfer, convey, sublet, hire, lien, grant a security interest in, encumber or dispose of any such equipment. The provisions of this paragraph shall survive the termination of this Agreement.
- b) Contractor acknowledges and agrees that all work products, deliverables, designs, writings, inventions, discoveries, and related materials (collectively, "Works") made, produced or delivered by Contractor in the performance of its obligations hereunder will be owned exclusively by HRI. All copyrightable Works are "works made for hire", which are owned by HRI. Contractor will assign, and hereby assigns and transfers to HRI, all intellectual property rights in and to Works, including without limitation, copyrights, patent rights, trademark rights, and trade secret rights. The Contractor shall take all steps necessary to effect the transfer of the rights granted in this paragraph to HRI. As set forth in paragraph 18(d) herein, Standard Patent Rights Clauses under the Bayh-Dole Act (37 CFR. 401) are hereby incorporated by reference and shall supersede any terms in this Agreement that may conflict therewith. The provisions of this paragraph shall survive the termination of this Agreement.

12. Confidentiality – Information relating to individuals who may receive services pursuant to this Agreement shall be maintained and used only for the purposes intended under the Agreement and in conformity with applicable provisions of laws and regulations or specified in Attachment B, Program Specific Clauses. Contractor acknowledges and agrees that, during the course of performing services under this Agreement, it may receive information of a confidential nature, whether marked or unmarked ("Confidential Information"). Contractor agrees to protect such Confidential Information with the same degree of care it uses to protect its own confidential information of a similar nature and importance, but with no less than reasonable care. Contractor will not use Confidential Information for any purpose other than to facilitate the provision of services under this Agreement, and Contractor will not disclose Confidential Information in an unauthorized manner to any third party without HRI's advance written consent.

13. Equal Opportunity, Non-Discrimination, and Notice of Labor Rights – Contractor acknowledges and agrees, whether or not required by Article 15 of the New York State Executive Law (also known as the Human Rights Law) or any other State or Federal statutory or constitutional non-discrimination provisions, that Contractor will not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, sexual orientation, gender identity, national origin, age, disability, pregnancy-related condition, military or veteran status, genetic predisposition or carrier status, marital or familial status, domestic violence victim status, individual's relationship or association with a member of a protected category or any other basis protected by applicable state and federal law. Furthermore, Contractor agrees that neither it nor its authorized subcontractors, if any, shall, by reason of race, color, creed, religion, sex, sexual orientation, gender identity, national origin, age, disability, pregnancy-related condition, military or veteran status, genetic predisposition or carrier status, marital or familial status, domestic violence victim status, individual's relationship or association with a member of a protected category or any other basis protected by applicable state and federal law: (a) discriminate in hiring against any New York State citizen who is

qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Agreement. Contractor is subject to fines of \$50.00 per person per day for any violation of this provision, or of Section 220-e or Section 239 of the New York State Labor Law, as well as possible termination of this Agreement and forfeiture of all moneys due hereunder for a second or subsequent violation. **Contractor shall, to the extent they apply, abide by (1) the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a), which prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin and require affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status, or disability; (2) 29 CFR Part 471, Appendix A to Subpart A, and (3) E-Verify.**

14. Use of Names – Unless otherwise specifically provided for in Attachment B, Program Specific Clauses, and excepting the acknowledgment of sponsorship of this work as required in paragraph 10 hereof (Publications), the Contractor will not use the names of Health Research, Inc. the New York State Department of Health, the State of New York or any employees or officials of these entities without the express written approval of HRI.

15. Site Visits and Reporting Requirements –

- a) Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance of the services under this Agreement (collectively, "Records"). The Records must be kept for three years after the final voucher is paid.
- b) HRI and the Project Sponsor or their designee(s) shall have the right to conduct site visits where services are performed and observe the services being performed by the Contractor and any subcontractor and inspect Records. The Contractor shall render all assistance and cooperation to HRI and the Project Sponsor in connection with such visits. The surveyors shall have the authority, to the extent designated by HRI, for determining contract compliance as well as the quality of services being provided.
- c) The Contractor agrees to provide the HRI Project Director, or his or her designee complete reports, including but not limited to, narrative and statistical reports relating to the project's activities and progress at the Reporting Frequency specified in Exhibit C. The format of such reports will be determined by the HRI Project Director and conveyed in writing to the Contractor.
- d) If Contractor is required by federal regulations to file Employer Information Report EEO-1 (standard form 100) or Federal Contractor Veterans' Employment Report VETS-4212, Consultant certifies that it has done so or will file such reports in accordance with applicable instructions and will continue to file such reports unless or until no longer required by law or regulation.

16. Miscellaneous –

- a) Contractor and any subcontractors are independent contractors, not partners, joint venturers, or agents of HRI, the New York State Department of Health or the Project Sponsor; nor are the Contractor's or subcontractor's employees considered employees of HRI, the New York State Department of Health or the Project Sponsor for any reason. Contractor shall pay employee compensation, fringe benefits, disability benefits, workers compensation and/or withholding and other applicable taxes (collectively the "Employers Obligations") when due. The contractor shall include in all subcontracts a provisions requiring the subcontractor to pay its Employer Obligations when due. Contractor is fully responsible for the performance of any independent contractors or subcontractors.
- b) This Agreement may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet, subjected to any security interest or encumbrance of any type, or disposed of without the previous consent, in writing, of HRI.
- c) This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.
- d) Contractor shall have no interest, financial or otherwise, direct or indirect, or engage in any business, transaction, or professional activity, that may create a conflict, or the appearance of a conflict, with the proper discharge of Contractor's duties under this Agreement or the conflict of interest policy of any agency providing federal funding under this Agreement. In the event any actual or potential conflict arises, Contractor agrees to notify HRI in writing within ten (10) days to allow HRI to evaluate any potential or actual conflict. Contractor certifies that it has implemented and is in compliance with a financial conflict of interest policy that complies with 42 CFR Part 50 Subpart F, as may be amended from time to time. Contractor acknowledges that it cannot engage in any work or receive funding from HRI until they have disclosed all financial conflicts of interest and identified an acceptable management strategy to HRI. At HRI's request, Contractor will provide information about how it identified, managed, reduced or eliminated conflicts of interest. Failure to disclose such conflicts or to provide information to HRI may be cause for termination as specified in the

Terms & Conditions of this Agreement. HRI shall provide Contractor with a copy of notifications sent to the funding agency under this Agreement.

- e) Regardless of the place of physical execution or performance, this Agreement shall be construed according to the laws of the State of New York and shall be deemed to have been executed in the State of New York. Any action to enforce, arising out of or relating in any way to any of the provisions of this Agreement may only be brought and prosecuted in such court or courts located in the State of New York as provided by law; and the parties' consent to the jurisdiction of said court or courts located in the State of New York and to venue in and for the County of Albany to the exclusion of all other court(s) and to service of process by certified or registered mail, postage prepaid, return receipt requested, or by any other manner provided by law. The provisions of this paragraph shall survive the termination of this Agreement.
- f) All official notices to any party relating to material terms hereunder shall be in writing, signed by the party giving it, and shall be sufficiently given or served only if sent by registered mail, return receipt requested, addressed to the parties at their addresses indicated on the face page of this Agreement.
- g) If any provision of this Agreement or any provision of any document, attachment or Exhibit attached hereto or incorporated herein by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement but this Agreement shall be reformed and construed as if such invalid provision had never been contained herein and such provision reformed so that it would be valid, operative and enforceable to the maximum extent permitted.
- h) The failure of HRI to assert a right hereunder or to insist upon compliance with any term or condition of this Agreement shall not constitute a waiver of that right by HRI or excuse a similar subsequent failure to perform any such term or condition by Contractor.
- i) It is understood that the functions to be performed by the Contractor pursuant to this Agreement are non-sectarian in nature. The Contractor agrees that the functions shall be performed in a manner that does not discriminate on the basis of religious belief and that neither promotes nor discourages adherence to particular religious beliefs or to religion in general.
- j) In the performance of the work authorized pursuant to this Agreement, Contractor agrees to comply with all applicable project sponsor, federal, state and municipal laws, rules, ordinances, regulations, guidelines, and requirements governing or affecting the performance under this Agreement in addition to those specifically included in the Agreement and its incorporated Exhibits and Attachments.
- k) This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Delivery of an executed signature page to the Agreement by facsimile transmission or PDF shall be as effective as delivery of a manually signed counterpart.
- l) The following pertains only to Contractors located in New York City or doing business in New York City: Contractor agrees it is compliant with NYC Local Law 96 (2018) Stop Sexual Harassment in NYC Act.
- m) Contractor agrees it is compliant with New York State's training requirements for preventing sexual harassment and provides such training on an annual basis, pursuant to Section 201-g of the Labor Law.

17. Federal Regulations/Requirements Applicable to All HRI Agreements –

The following are federal regulations, which apply to all Agreements; regardless of the source of the funding (federal/non-federal) specified on the face page of this Agreement. Accordingly, regardless of the funding source, the Contractor agrees to abide by the following:

- a) Human Subjects, Derived Materials or Data – If human subjects are used in the conduct of the work supported by this Agreement, the Contractor agrees to comply with the applicable federal laws, regulations, and policy statements issued by DHHS in effect at the time the work is conducted, including by not limited to Section 474(a) of the HHS Act, implemented by 45 CFR Part 46 as amended or updated. The Contractor further agrees to complete an OMB No. 0990-0263 form on an annual basis.
- b) Laboratory Animals – If vertebrate animals are used in the conduct of the work supported by this Agreement, the Contractor shall comply with the Laboratory Animal Welfare Act of 1966, as amended (7 USC § 2131, et. seq.) and the regulations promulgated thereunder by the Secretary of Agriculture pertaining to the care, handling and treatment of vertebrate animals held or used in research supported by Federal funds. The Contractor will comply with the *HHS Policy on Humane Care and Use of Laboratory Animals by Awardee Institutions* and the *U.S. Government Principles for the Utilization and Care of Vertebrate Animals Used in Testing, Research and Training*.

- c) Research Involving Recombinant DNA Molecules - The Contractor and its respective principle investigators or research administrators must comply with the most recent *Public Health Service Guidelines for Research Involving Recombinant DNA Molecules* published at Federal Register 46266 or such later revision of those guidelines as may be published in the Federal Register as well as current *NIH Guidelines for Research Involving Recombinant DNA Molecules*.
- d) Contractor is required to register with SAM.gov and maintain active status as stated in 2 CFR Subtitle A, Chapter 1, and Part 25. Contractor must maintain the accuracy/currency of the information in SAM at all times during which the Contractor has an active agreement with HRI. Additionally, the Contractor is required to review and update the information at least annually after the initial registration, and more frequently if required by changes in information.

18. Federal Regulations/Requirements Applicable to Federally Funded Agreements through HRI -

The following clauses are applicable only for Agreements that are specified as federally funded on the Agreement face page:

- a) If the Project Sponsor is an agency of the Department of Health and Human Services: The Contractor must be in compliance with the following Department of Health and Human Services and Public Health Service regulations implementing the statutes referenced below and assures that, where applicable, it has a valid assurance (HHS-690) concerning the following on file with the Office of Civil Rights, Office of the Secretary, HHS.
 - 1) Title VI of the Civil Rights Act of 1964 as implemented in 45 CFR Part 80.
 - 2) Section 504 of the Rehabilitation Act of 1973, as amended, as implemented by 45 CFR Part 84.
 - 3) The Age Discrimination Act of 1975 (P.L. 94-135) as amended, as implemented by 45 CFR 1.
 - 4) Title IX of the Education Amendments of 1972, in particular section 901 as implemented at 45 CFR Part 86 (elimination of sex discrimination).
 - 5) Sections 522 and 526 of the HHS Act as amended, implemented at 45 CFR Part 84 (non-discrimination for drug/alcohol abusers in admission or treatment).
 - 6) Section 543 of the HHS Act as amended as implemented at 42 CFR Part 2 (confidentiality of records of substance abuse patients).
 - 7) Trafficking in Persons – subject to the requirement of Section 106 (g) of the Trafficking Victims Protection Act of 2000, as amended (22 USC § 7104).
 - 8) HHS regulatory requirements on Responsibility of Applicants for Promoting Objectivity in Research and financial conflicts of interest set forth in 42 CFR Parts 50 and 94.
 - 9) Contractor agrees to comply with other requirements of the Project Sponsor, if applicable, set forth in the HHS Grants Policy Statement.
- b) Notice as Required Under Public Law 103-333: If the Project Sponsor is an agency of the Department of Health and Human Services, the Contractor is hereby notified of the following statement made by the Congress at Section 507(a) of Public Law 103-333 (The DHHS Appropriations Act, 1995, hereinafter the "Act"): It is the sense of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available in this Act should be American-made.
- c) Contractor agrees that if the Project Sponsor is other than an agency of the DHHS, items 1, 2, 3 and 4 in subsection a) above shall be complied with as implemented by the Project Sponsor.
- d) Contractor agrees that the Standard Patent Rights Clauses under the Bayh-Dole Act (37 CFR 401) are hereby incorporated by reference and shall supersede any terms in this Agreement that may conflict therewith.
- e) Criminal Penalties for Acts Involving Federal Health Care Programs - Recipients and sub-recipients of Federal funds are subject to the strictures of 42 USC § 1320A-7B(b)) and should be cognizant of the risk of criminal and administrative liability under this statute, including for making false statements and representations and illegal remunerations.
- f) Equipment and Products – To the greatest extent practicable, all equipment and products purchased with federal funds should be American-made.
- g) Acknowledgment of Federal Support – When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part by federal money, all awardees receiving Federal funds, including and not limited to State and local governments and recipients of Federal research grants, shall clearly state (1) the percentage of the total costs of the program or project which will be financed with Federal money, (2) the dollar amount of Federal funds for the project or program, and (3) percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.
- h) Recipients and sub-recipients of Federal funds are subject to the strictures of the Medicare and Medicaid anti-kickback statute (42. USC § 1320a-7b (b) and should be cognizant of the risk of criminal and administrative liability under this statute, specifically under 42 USC § 1320 7b(b) illegal remunerations which states, in part, that whoever knowingly

and willfully: (A) Solicits or receives (or offers or pays) any remuneration (including kickback, bribe, or rebate) directly or indirectly, overtly or covertly, in cash or in kind, in return for referring (or to induce such person to refer) and individual to a person for the furnishing or arranging for the furnishing of any item or service, OR (B) in return for purchasing, leasing, ordering, or recommending purchasing, leasing, or ordering, or to purchase, lease, or order, any goods, facility, services, or item for which payment may be made in whole or in part under subchapter XIII of this chapter or a State health care program, shall be guilty of a felony and upon conviction thereof, shall be fined not more than \$25,000 or imprisoned for not more than five years or both.

- i) Clean Air Act and the Federal Water Pollution Control Act Compliance – If this contract is in excess of \$150,000, Contractor agrees to comply and to require that all subcontractors have complied, where applicable, with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 USC § 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 USC § 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- j) Americans With Disabilities Act – This agreement is subject to the provisions of Subtitle A of Title II of the Americans with Disabilities Act of 1990, 42 USC § 12132 ("ADA") and regulations promulgated pursuant thereto, see 28 CFR Part 35. The Contractor shall not discriminate against an individual with a disability, as defined in the ADA, in providing services, programs or activities pursuant to this Agreement.
- k) Whistleblower Policy: Congress has enacted whistleblower protection statute 41 USC § 4712, which applies to all employees working for contractors, grantees, subcontractors, and subgrantees on federal grants and contracts. This program requires all grantees, subgrantees and subcontractors to: inform their employees working on any federally funded award they are subject to the whistleblower rights and remedies of the program; inform their employee in writing of employee whistleblower protections under 41 USC § 4712 in the predominant native language of the workforce; and Contractors and grantees will include such requirements in any agreement made with a subcontractor or subgrantee.

The statute (41 USC § 4712) states that an "employee of a contractor, subcontractor, grantee [or subgrantee] may not be discharged, demoted, or otherwise discriminated against as a reprisal for "whistleblowing". In addition, whistleblower protections cannot be waived by any agreement, policy, form, or condition of employment.

Whistleblowing is defined as making a disclosure "that the employee reasonably believes is evidence of any of the following: gross mismanagement of a federal contract or grant; a gross waste of federal funds; an abuse of authority relating to a federal contract or grant; a substantial and specific danger to public health or safety; or a violation of law, rule, or regulation related to a federal contract or grant (including the competition for, or negotiation of, a contract or grant). To qualify under the statute, the employee's disclosure must be made to: a Member of Congress or a representative of a Congressional committee; or an Inspector General; or the Government Accountability Office; or a Federal employee responsible for contract or grant oversight or management at the relevant agency; or an authorized official of the Department of Justice or other law enforcement agency; or a court or grand jury; a management official or other employee of the contractor, subcontractor, grantee or subgrantee who has the responsibility to investigate, discover or address misconduct.

19. Required Federal Certifications –

Acceptance of this Agreement by Contractor constitutes certification by the Contractor of all of the following:

- a) The Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency.
- b) The Contractor is not delinquent on any Federal debt.
- c) Byrd Anti-Lobbying Amendment (31 USC § 1352) – Contracts for \$100,000 or more must file the required certifications. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- d) The Contractor shall comply with the requirements of the Pro-Children Act of 1994 and shall not allow smoking within any portion of any indoor facility used for the provision of health, day care, early childhood development, education or library services to children under the age of eighteen (18) if the services are funded by a federal program, as this Agreement is, or if the services are provided in indoor facilities that are constructed, operated or maintained with such federal funds.

- e) The Contractor has established administrative policies regarding Scientific Misconduct as required by the Final Rule 42 CFR Part 93, Subpart A as published at the 54 Federal Register 32446, August 8, 1989.
- f) The Contractor maintains a drug free workplace in compliance with the Drug Free Workplace Act of 1988 as implemented in 45 CFR Part 76.
- g) If the Project Sponsor is either an agency of the Public Health Service or the National Science Foundation, the Contractor is in compliance with the rules governing Objectivity in Research as published in 60 Federal Register July 11, 1995.
- h) Compliance with EO13513, Federal Leadership on Reducing Text Messaging while Driving, October 1, 2009. Recipients and sub recipients of CDC grant funds are prohibited both from texting while driving a Government owned vehicle and/or using Government furnished electronic equipment while driving any vehicle. Grant recipients and sub recipients are responsible for ensuring their employees are aware of this prohibition and adhere to this prohibition.
- i) EO 13166, August 11, 2000, requires recipients receiving Federal financial assistance to take steps to ensure that people with limited English proficiency can meaningfully access health and social services. A program of language assistance should provide for effective communication between the service provider and the person with limited English proficiency to facilitate participation in, and meaningful access to, services. The obligations of recipients are explained on the OCR website at <http://www.hhs.gov/sites/default/files/ocr/civilrights/resources/specialtopics/lep/lepguidance.pdf>.
- j) Equal Employment Opportunity, requires compliance with E.O. 13672 "Further Amendments to Executive Order 11478, Equal Employment Opportunity in the Federal Government, and Executive Order 11246, "Equal Employment Opportunity", and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

The Contractor shall require that the language of all of the above certifications will be included in the award documents for all subawards under this Agreement (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. The Contractor agrees to notify HRI immediately if there is a change in its status relating to any of the above certifications.

Attachment "B" Program Specific Clauses

1. The following replaces the last sentence in Attachment A, Paragraph 4 b). Payments. "Contractor shall submit a final voucher designated by the Contractor as the "Completion Voucher" no later than Thirty (30) days from termination of the Agreement."
2. Guarantees and Damages: The work shall be commenced at the time stated in the Contract, and shall be completed no later than the time of completion specified in the Contract.
 - a. It is hereby understood and mutually agreed, by and between the Contractor and HRI, that the time for completion of the Work on the Deliverables, as specified in Exhibit A, is an essential condition of the Contract.
 - b. The Contractor agrees that the Work shall be carried out regularly, diligently, and uninterruptedly at such rate of progress to insure full completion within the time specified. It is expressly understood and agreed, by and between the Contractor and HRI that the time for completion of the Work described herein is a reasonable time.
 - c. The Contractor hereby guarantees HRI that Deliverable Work will be completed within the contract period. If the Contractor does not complete the Work within the contract period, or any proper extension thereof granted by HRI, the Contractor agrees to pay to HRI liquidated damages, according to the following schedule:
 - 1st Offense- 1% of total contract
 - 2nd Offense- 5% of total contract
 - 3rd Offense- 10% of total contract
 - d. HRI reserves the right to waive liquidated damages.
 - e. It is further agreed that time is of the essence for each and every portion of the Work. In any instance in which additional time is allowed for the completion of any Work, the new time of completion established by said extension shall be of the essence. The Contractor shall not be charged with liquidated damages or any excess cost if HRI determines that the Contractor is without fault and that the delay in completion of the Work is due to:
 - i. any preference, priority or allocation order duly issued by the government of the United States or the State of New York; and
 - ii. an unforeseeable cause beyond the control and without the fault of, or negligence of the Contractor, and approved by HRI, including, but not limited to, acts of God or of public enemy, fires, epidemics, quarantine, restrictions, strikes, freight embargoes and unusually severe weather.
 - iii. The Contractor shall, within ten (10) days from the beginning of any such delay, notify HRI, in writing, of the causes of the delay.
 - f. Payment of the guarantees will be assessed as an "offset" to the following year's contract award.
3. Maximum Reimbursable Amount: In the event that a Maximum Reimbursable Amount has been specified on the face page of this Agreement, it is understood and accepted by the Contractor that while the Budget attached hereto as Exhibit B is equal to the Total Contract Amount specified on the face page of this Agreement, the aggregate of all allowable costs reimbursed under this reimbursement contract will not exceed the Maximum Reimbursable Amount. The Contractor may incur allowable costs in all categories as noted in the Budget Exhibit B; however, the aggregate amount reimbursed by HRI under this Agreement shall not exceed the Maximum Reimbursable Amount. In the event the Maximum Reimbursable Amount is increased by HRI, the Contractor will be notified in writing by HRI.
4. Budget Flexibility Percentage – Re-budgets/transfers among total cost categories are allowed up to 25% of the total contract budget, or \$250,000 whichever is less, without prior approval. Budget increases or changes to contract personnel, new equipment and new or increased costs of contractual/consultant agreements require prior approval.