COOPERATIVE AGREEMENT BETWEEN THE CITY OF NEW YORK HUMAN RESOURCES ADMINISTRATION, THE CITY OF NEW YORK MAYOR'S OFFICE OF IMMIGRANT AFFAIRS AND

THE CITY UNIVERSITY OF NEW YORK

THIS INTRA-CITY AGREEMENT ("Agreement"), made as of 14 4 5 2018 between the New York City Department of Social Services ("DSS"), acting by and through the Human Resources Administration ("HRA or "Department"), located at 150 Greenwich Street, New York, New York 10007, the New York City Mayor's Office of Immigrant Affairs ("MOIA"), with offices located at 253 Broadway, 14th Floor, New York, New York 10007, and The City University of New York ("CUNY"), organized under Article 125 of the New York State Education Law, with its principal office at 205 East 42nd Street, New York, New York 10017 (collectively "the Parties").

WITNESSETH:

WHEREAS, MOIA works to promote the well-being of immigrant communities by recommending policies and programs that facilitate successful integration of immigrant New Yorkers into the civic, economic, and cultural life of New York City;

WHEREAS, CUNY, as the public university system of New York City, has long maintained a strong bond with its community and engages in efforts to address various social issues affecting City residents including immigration;

WHEREAS, the Parties entered into an agreement dated August 5, 2015, to develop a program (the "Program"), which offers free, safe, and high-quality immigration legal services to immigrants residing or working in New York City;

WHEREAS, CUNY designated the Research Foundation of the City of New York ("RFCUNY") as its fiscal agent to administer funds and engage or provide staff for the purpose of performing services or other obligations under this Agreement on CUNY's behalf; and

WHEREAS, HRA, through MOIA, has funding to support the Program and wishes to support the services that CUNY and MOIA shall provide hereunder.

NOW, THEREFORE, the Parties hereto agree as follows:

ARTICLE 1. TERM OF PERFORMANCE

- A. The term of this Agreement shall commence as of July 1, 2018 and shall terminate on June 30, 2019, unless sooner terminated as provided herein, and subject to the availability of funds.
- B. The parties shall have the option to renew this Agreement for three additional one (1) year-long terms, subject to appropriations.

ARTICLE 2. PROGRAM DEFINITION AND SCOPE OF SERVICES

A. Program Definition

- The Program connects immigrant New Yorkers to free, safe, and high quality immigration legal services in their community and in their language. Through the Program's citywide hotline, centralized appointment making system, and accessible service locations, the Program serves as an entry point for New Yorkers seeking immigration legal services.
- Services provided through the Program include, but are not limited to, comprehensive immigration legal screenings regarding an individual's immigration legal options; trusted legal advice; full representation in straightforward immigration matters; full representation with some complex immigration matters; and directed referrals to relevant social services.
- 3. The Program will offer the services described herein in communities and at sites where immigrants are located, including, but not limited to, community-based organizations, schools, libraries, and health care facilities serving immigrant populations.

B. Scope of Services

1. Program Marketing

- a. MOIA shall develop, implement, make final decisions with respect to, and pay for marketing for the Program independent of this Agreement.
- b. MOIA's prior written approval is required before CUNY or any of its employees, servants, agents, subcontractors or independent contractors may, at any time, either during or after completion or termination of this Agreement, make any statement to the press or issue any material for publication through any form of communication on the work performed or data collected under this Agreement. CUNY's agreements shall require all subcontractors or independent contractors to comply with this provision.

- c. CUNY must have prior written approval from MOIA before making any public statements with respect to MOIA's or CUNY's involvement in the Program.
- d. CUNY shall use the brand developed by MOIA in all public-facing materials CUNY creates related to the Program. All such materials must be approved by MOIA prior to release.

2. Program Providers

- a. Based on a competitive selection process determined by MOIA and CUNY, MOIA and CUNY shall select community-based organizations to conduct outreach ("Outreach CBOs") for the Program.
- b. Based on a competitive selection process determined by MOIA and CUNY, MOIA and CUNY shall select community-based organizations to provide navigation ("CBO Navigator Organizations") for the Program.
- c. Based on a competitive selection process determined by MOIA and CUNY, MOIA and CUNY shall select experienced legal service providers ("LSPs") to provide legal assistance for the Program.
- d. Based on a competitive selection process determined by MOIA and CUNY, MOIA and CUNY may select an experienced legal service provider to conduct large-scale screening and application assistance events ("Clinic Provider") for the Program.
- e. MOIA and CUNY may also select additional providers to enhance the delivery of legal and other services under the Program, including but not limited to technology, and legal and non-legal technical assistance providers, as deemed necessary by MOIA and CUNY and based on need.
- f. CUNY, with the support of MOIA, shall be responsible for activities to facilitate the selection process for providers listed in Sections B.2.a. through B.2.e., including organizing stakeholder engagement sessions with prospective providers, and widely distributing and receiving completed requests for application from prospective providers.
- g. With prior written approval by MOIA, CUNY, through its fiscal agent RFCUNY, shall enter into agreements with the selected providers listed in Sections B.2.a. through B.2.e., using funds allocated under the Budget. The Scope of Work of such agreements shall be determined at a later date by mutual agreement between MOIA and CUNY.
- h. In consultation with MOIA, CUNY shall be responsible for drafting, logistics, and execution of all agreements referenced in subsection B.2.g..

3. Program Technology

- a. MOIA shall identify software technology, including, but not limited to technology that facilitates scheduling, appointment-making, organizing data, reporting, screening, and referrals that would allow MOIA and CUNY to enhance the Program's service delivery model.
- b. MOIA shall test any technology identified in Section B.3.a. to assess how it can make the Program more efficient and track performance.
- c. MOIA shall identify the provider(s) that will grant licenses to use such technology to CUNY and to any subcontractors of either CUNY or MOIA. Licenses to use such technology will be granted to the extent necessary to provide services and operate the Program, at no additional cost, and for a term not to exceed the term of this Agreement.
- d. MOIA and CUNY, with prior written approval by MOIA, may procure hardware technology needed to use software technology procured under this Agreement.

4. Program Personnel

- a. CUNY shall ensure that its agent RFCUNY shall:
 - i. Hire Program Staff as deemed necessary by MOIA, in consultation with CUNY, subject to available funds.
 - ii. Ensure that Program Staff receives orientation on the terms and conditions of their employment with RFCUNY.
 - iii. Ensure that Program Staff will not represent their own interests or the interests of any client other than MOIA.
 - iv. Be the employer of Program Staff and be responsible for the payment of the salary and all legally required payroll-related taxes and benefits, including unemployment insurance, related to the employment of Program Staff.
 - v. Maintain Commercial General Liability insurance for covering Program Staff.
 - vi. Afford Program Staff benefits and rights in accordance with RFCUNY personnel policies.
 - vii. Be responsible for providing workers' compensation, in the event that Program Staff are entitled to such benefits.
 - viii. Have disciplinary authority over Program Staff.
- b. Program Staff shall not be employees of the City of New York, and shall not be entitled to any of the rights and benefits provided to employees of the City of New York.

- c. MOIA shall accept Program Staff on its premises and facilitate Program Staff's provision of services in support of the Program as described in the Agreement and as modified herein.
- d. CUNY shall cause RFCUNY to add the City, together with its officials and employees, as an additional insured for its Commercial General Liability insurance. Such insurance shall protect RFCUNY and the City from claims for property damage and/or bodily injury, including death that may arise from any of the operations of RFCUNY (and its employees, the Program Staff) under this Agreement. The additional insured coverage shall be at least as broad as that provided by the most recently issued Insurance Services Office ("ISO") Form CG 2026. CUNY shall cause RFCUNY to provide to the City certificates of insurance or other documentation, in a form reasonably satisfactory to the City, evidencing such insurance. There is no obligation that the ISO Form CG 2026 itself be used, provided that RFCUNY can demonstrate that the alternative form or endorsement contained in its policy provides coverage at least as broad as the specified form. Upon the City's request, CUNY shall cause RFCUNY to make available to a representative of the City a copy of the complete insurance policy referred to in this Section at any time in the course of a dispute with its insurance carrier as to whether the City is entitled to coverage under such policy. Such policy copy that is made available shall be reviewed by the City's representative on the premises of RFCUNY in New York City. The City shall be given sufficient time to review the policy in order to ascertain the extent and nature of the coverage under the policy and the City's rights to defense and indemnification thereunder and to obtain a copy of any pages necessary to establish those rights.
- e. The Legal Advisor hired pursuant to the Agreement shall not provide legal advice to individual clients as part of the Program.

ARTICLE 3. DATA USAGE AND OWNERSHIP

Neither MOIA, CUNY, or RFCUNY will own Program Participant Information, meaning all data and information in any format related to Participants and their family members learned in the course of work performed pursuant to the Program, including but not limited to: personally identifying information, as defined in New York City Administrative Code Sections 10-501(b) and 23-1201, attorney-client privileged information, attorney work product, and any other sensitive information, such as health information, education history, immigration history, and criminal or arrest record.

ARTICLE 4. SUBCONTRACTING

A. Each Party agrees that it is as fully responsible to the other Party for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by such subcontractors as it is for the acts and omissions of any person directly employed by it.

B. Subject to Article 5 below, CUNY shall not enter into any subcontract for the performance of its obligations, in whole or in part, under this Agreement without the prior written approval of MOIA of the subcontractor(s).

ARTICLE 5. RESEARCH FOUNDATION AS FISCAL AGENT

Pursuant to an agreement dated October 20, 1983, by and between the Research Foundation of the City University of New York and CUNY, RFCUNY will act as CUNY's fiscal agent and will administer the funds received pursuant to this Agreement, including, without limitation, entering into subcontracts and engaging or providing staff for the purpose of performing services or other obligations under this Agreement on CUNY's behalf.

ARTICLE 6. TERMS OF PAYMENT

- A. HRA agrees to pay CUNY, subject to funding and MOIA's approval of invoices, and CUNY agrees to accept as full payment for all services rendered under this Agreement, an amount not-to-exceed eight million seven hundred forty four thousand eight hundred and thirty eight dollars and ten cents (\$8,744,838.10) for fiscal year 2019, except for any costs specifically assumed by CUNY pursuant to this Agreement, and in accordance with the Budget attached hereto as Exhibit 1.
- B. No payment shall be made for expenditures, subcontractors, or expenditures by subcontractors that have not been approved by MOIA.
- C. With prior written approval by MOIA, CUNY may reallocate funding between Personnel and OTPS in amounts not to exceed twenty percent (20%) of the Budget.
- D. With prior written approval by MOIA and HRA, CUNY may reallocate funding among different OTPS lines.
- E. The Parties agree that if the term of this Agreement is extended or modified, the Parties shall negotiate a Budget and terms of payment for said extension or modified term and shall prepare a revised Budget to replace Exhibit 1.
- F. MOIA and CUNY may revisit this Agreement during the operation of the Program to assess whether changes need to be made based on new legal circumstances including, but not limited to, federal executive, legislative, or judicial action.
- G. CUNY, through its fiscal agent RFCUNY, shall send all invoices to MOIA for approval. MOIA shall be responsible for review and approval of invoices and documentation. Upon approval, MOIA shall forward the invoices to HRA for payment. Payment shall be made upon receipt by HRA, as set forth below, of the approved invoices and reasonable

documentation (such as RFCUNY's computer printout) of eligible costs, expenses or fees incurred in connection with the Program and in accordance with the Budget. Such acceptance and approval shall not be unreasonably withheld, conditioned, or delayed by MOIA or HRA. RFCUNY, acting as CUNY's fiscal agent, shall prepare monthly invoices supported by RFCUNY's computer printout and on the official Intra-City invoice for review and approval.

H. The official Intra-City invoice shall be signed by RFCUNY's Director of Grants (or an equivalent position or by such authorized signatory at RFCUNY) and shall contain the following language:

"I hereby certify that this invoice is for articles received, services rendered or amounts expended on behalf of the City of New York, that it is correct as to the price and amount, that it is necessary for the proper transaction of the business of HRA, that it was incurred solely for the benefit of the City of New York, that no part of the amount claimed herein has been previously certified and that the amount is solely for the operation of said program described on this invoice."

- I. The final invoice must be submitted to MOIA no later than July 19, 2019.
- J. CUNY's monthly invoices and supporting documentation shall be sent and reviewed within ten (10) business days of receipt to:

Mayor's Office of Immigrant Affairs 253 Broadway, 14th Floor New York, New York 10007 Attn: Elizabeth Pappas

K. Upon approval of the invoice, MOIA shall send the approved invoice and supporting documentation for review and approval to:

New York City Human Resources Administration
Office of Legal Assistance Initiatives
150 Greenwich Street, 36th floor
New York, New York, 10007
Attn: Sherri Love, Director

L. Upon approval, the invoice shall be forwarded by HRA for payment to:

New York City Human Resources Administration Finance Office – Bureau of Accounts Payable 150 Greenwich Street, 33rd floor New York, New York 10007 Attn: Madlyn Korman, Director J. There shall be no increase in the total annual Budget, except for approved Program enhancements.

ARTICLE 7. DATA SECURITY AND CONFIDENTIALITY

- A. All reports, information including employee information, or data that is furnished, prepared, assembled or used by a Party, are to be held confidential and the same shall not be made available to any individual or organization without the prior written approval of the other Parties to this Agreement. The obligation under this Section to hold reports, information or data confidential shall not apply where a Party is required by law to disclose such reports, information or data. In that case, a Party intending to disclose must provide the other Parties advance notice, in writing or by e-mail, that it intends to disclose such reports, information or data, and must confer with the other Parties as to the legal requirements to disclose such reports, information or data.
- B. The Parties shall have no obligation to share any data or information with each other that is required to be held confidential under law or is subject to attorney-client privilege.
- C. In the use of any data-analysis, database or other software tools or systems employed pursuant to this Agreement, CUNY and MOIA agree to implement administrative, physical, and technical safeguards that reasonably and appropriately protect and secure the confidentiality, integrity, and availability of any electronic or hard copy of any Program Participant Information, as defined in Article 3 above, or other City-owned data that either Party receives, maintains, or transmits pursuant to this Agreement.
- D. Each Party agrees to immediately report in writing to the other Parties upon discovery of any data security incident of which it becomes aware, including a breach of unsecured protected data, unauthorized use or disclosure of individually identifiable Participants or other City-owned data, or other data security incident. Each Party agrees to take all reasonably necessary steps to prevent or mitigate damages related thereto. Written reports shall include a description of the nature of the breach, the data that may have been disclosed, the names and/or affiliations of the parties (if known) who gained access to data without authorization, and a description of the steps taken, if any, to remedy the breach, in accordance with all relevant laws and regulations. Moreover, the Party responsible for the breach, shall, at its own cost and expense, notify in writing all persons affected by any unauthorized disclosure of Confidential Information by the Party, its personnel or any third party who shall have gained access to affected Confidential Information as a result of any act and/or omission by the Party and/or its personnel.
- E. If CUNY holds personally identifiable information obtained, learned, or developed by the Program, CUNY shall comply with the Citywide Information Security Policies and Standards established by the New York City Department of Information Technology and Telecommunications (DoITT) as they may be modified from time to time, which are available on Cityshare at http://cityshare.nycnet/infosec and http://wwwl.nyc.gov/site/doitt/business/it-security-requirements-vendors-

contractors.page, and all applicable laws, rules, regulations, and City policies, including but not limited to any policies, protocols, and legal advice issued by the City's Chief Privacy Officer pertaining to the confidentiality, privacy, and security of Program or Participant Information or other reports, information, or data to be held confidential that is received, generated, used, or held in the course of performance under this Agreement.

ARTICLE 8. RETENTION OF RECORDS

- A. CUNY agrees to retain copies of all respective records related to this Agreement and to ensure that the Research Foundation of The City University of New York retains copies of all financial records related to this Agreement for a period of six (6) years after the final payment or termination of the Agreement, whichever is later, during which time Federal, State and City auditors, including but not limited to NYSDFA, NYS Audit and Control, and DHHS, and any other persons duly authorized by HRA, shall have full access and the right to examine any of the said records.
- B. CUNY will receive reasonable written notice for such access and examination.

ARTICLE 9. COMPLIANCE WITH LAW; GOVERNING LAW

- A. The services rendered under this Agreement shall be performed in accordance with the applicable provisions of federal, state and local laws, rules and regulations as are in effect at the time such services are rendered, including without limitation the Civil Rights Act of 1964 as amended by Executive Order 11246, 41 CFR 60, Section 504 of the Rehabilitation Act of 1973 and 45 FCR Articles 84 and 85. This Agreement shall be governed by and construed in accordance with the laws of the State of New York.
- B. Pursuant to Local Law 40 of 2011, the Parties understand that this Agreement may be posted on NYC.gov within thirty (30) days of execution.

ARTICLE 10. TERMINATION

Each Party shall have the right to terminate this Agreement, in whole or in part, upon ninety (90) days prior written notice to the other Party, or immediately for cause.

If this Agreement is terminated, for whatever reason, HRA shall pay all of CUNY's and RFCUNY's costs and un-cancellable obligations properly incurred up to and including the effective date of such termination, including, without limitation, all obligations imposed by law, but not exceeding the maximum amount payable under this Agreement.

ARTICLE 11. MODIFICATION

This Agreement may be modified upon mutual agreement between the Parties set forth in writing and signed on behalf of each of the Parties. It may not be modified orally.

ARTICLE 12. NOTICES

All notices and requests hereunder by either Party shall be in writing, and except as otherwise specified in this Agreement, shall be delivered by hand or sent via Registered or Certified Mail, Return Receipt Requested, or by overnight mail, Express Mail or other overnight delivery service that provides a receipt to the sender, and directed to the address of the Parties as follows:

If to MOIA:

For all matters:

Mayor's Office of Immigrant Affairs 253 Broadway, 14th Floor New York, New York 10007 Attn: Maribel Hernández Rivera

Also, for all fiscal matters:

Mayor's Office of Immigrant Affairs 253 Broadway, 14th Floor New York, New York 10007 Attn: Elizabeth Pappas

Also, for all legal matters:

Mayor's Office of Immigrant Affairs 253 Broadway, 14th Floor New York, New York 10007 Attn: Sonia Lin

If to HRA:

New York City Human Resources Administration Office of Legal Assistance Initiatives 150 Greenwich Street, 42nd Floor New York, New York, 10007 Attn: Sara Zuiderveen

If to CUNY:

For all matters:

The City University of New York 205 E. 42nd Street, Room 910 New York, NY 10017 Attention: Gary Dine Also, for fiscal matters:

Director of Grants and Contracts
The Research Foundation of CUNY
230 West 41st Street
New York, NY 10036

Attn: HRA-MOIA-CUNY Immigration Assistance MOU

Also, for legal matters:

Office of the General Counsel
The City University of New York
205 East 42nd Street
New York, NY 10017
Attn: HRA-MOIA-CUNY Immigration Assistance MOU

ARTICLE 13. SUPERVISION

In Compliance with the New York State Office of Temporary and Disability Assistance's ("OTDA") Fiscal Reference Manual ("FRM"), Volume 3, Chapter 5, the Commissioner of HRA shall have organizational supervision of any staff working pursuant to the terms of this Agreement. The Commissioner of HRA may have input into the assignment, retention and reassignment of any staff working pursuant to this Agreement, however the ultimate authority for these staff members shall remain with the appointing office.

ARTICLE 14. ASSIGNMENT

Except as provided in Article 5 above, CUNY shall not assign the performance, in whole or in part, of any obligation or duty that results from this Agreement, nor any right, title, or interest accruing under it, nor CUNY's power to execute this Agreement, to any other entity, without obtaining the prior written consent of the Commissioner of HRA or his/her designee (which consent shall be attached to the original Agreement), subject to the conditions and provisions as HRA deems necessary. No such consent by the Department shall be deemed to allow CUNY to incur any obligation in excess of the reimbursement limits stated in this Agreement. Any such assignment, transfer, conveyance, sublease, or other disposition without consent shall be void.

ARTICLE 15. SURVIVAL

The provisions of Articles 3, and 7 through 16 of this Agreement shall remain in full force and effect following the termination or cessation of services required by this Agreement.

ARTICLE 16. ENTIRE AGREEMENT

B-MOIA/HRA/CUNY Cooperative Agreement 7/2/2018

This Agreement contains all the terms and conditions agreed upon by the Parties hereto, and no other agreement, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the Parties hereto, or to vary any of the terms contained herein.

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IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the dates appearing below their respective signatures.

CITY OF NEW YORK
DEPARTMENT OF SOCIAL SERVICES
HUMAN RESOURCES ADMINISTRATION

By:

Name: Vincent Pullo

Title: Agency Chief Contracting Officer

CITY OF NEW YORK MAYOR'S OFFICE OF IMMIGRANT AFFAIRS

By:

Name: Bitta Mostofi

Title: Commissioner

THE CITY UNIVERSITY OF NEW YORK

JESSICA R PULITZER
Notary P. Fro, State of New York
10. 02PDEM/9374
Desified in New York County
Commission Expires 10/17/2020

By:

Name: Loretta P Martinez Title: General Counsel

APPROVED AS TO FORM

Office of the General Coursel
The City University of New York

Date:

7/9/18

ACKNOWLEDGEMENTS

| STATE OF NEW YORK |) | | | | |
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| OF NEW YORK, the person d | escribed in and who is duly authorized to execute the foregoing instrument, | | | | |
| and acknowledged to me that s | he/he executed the same/for the purposes therein mentioned. | | | | |
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| | SHARON JAMES-LEONCE | | | | |
| | Commissioner of Deeds City of New York No. 2-13026 | | | | |
| | Certificate Filed in New York County Commission Expires May 01, 20 | | | | |
| STATE OF NEW YORK | iss: | | | | |
| COUNTY OF NEW YORK | | | | | |
| On this 1,2 day of | , 20 18, before me personally came | | | | |
| BITTA MOSTOFI, to 1 | ne known and known to me to be the COMMISSIONER of the | | | | |
| NEW YORK CITY MAYOR' | S OFFICE OF IMMIGRANT AFFAIRS, the person described in and who ne foregoing instrument, and acknowledged to me that she/he executed the | | | | |
| same for the purposes therein | | | | | |
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| | NOTARY PUBLIC | | | | |
| | JESSICA R PULITZER Notary Public, State of New York | | | | |
| | No. 02PU6349374 Qualified in New York County | | | | |
| | Commission Expires 10/17/2020 | | | | |
| STATE OF NEW YORK |) | | | | |
| COUNTY OF NEW YORK | ;ss: | | | | |
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| Loresta P. Martinez, to | me known and known to me to be the General Courses of THE | | | | |
| foregoing instrument, and ack | V YORK, the person described in and who is duly authorized to execute the nowledged to me that she/he executed the same for the purposes therein | | | | |
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| SOPHIA WALSH-NEWMAN Notary Public, State of New York | | | | | |
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| | No. 01WA5023913 | | | | |
| | No. 01WA5023913 Qualified in Queens County Commission Expires March 29 2022 | | | | |

Exhibit 1: Budget

| Budget FY 19 | | | | |
|---|----------------|--|--|--|
| 701 | | | | |
| Personnel | 70 | | | |
| <u>Position</u> | Budget | | | |
| Full-time | | | | |
| Program Staff | \$469,300.00 | | | |
| Fiscal Management | \$125,000.00 | | | |
| Total Salaries | \$594,300.00 | | | |
| Fringe Benefits | | | | |
| F/T at 35% | \$208,005.00 | | | |
| MTA Tax @ .0034 | \$2,020.62 | | | |
| Total Fringe Benefits | \$210,025.62 | | | |
| Total Personnel | \$804,325.62 | | | |
| Other Than Personnel Services (OTPS) | | | | |
| Subcontracts with community-based organizations and legal service providers | \$6,789,527.11 | | | |
| Subcontracts for technology and hotline | \$350,000.00 | | | |
| Central Coordination /staff cell phone and local transport expenses | \$6,000.00 | | | |
| Total OTPS | \$7,145,527.11 | | | |
| Total Direct Cost | \$7,949,852.82 | | | |
| Indirect Cost at 10% | \$794,985.28 | | | |
| Total Budget | \$8,744,838.00 | | | |

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