

**LaPorte** - [www.lpsid.org](http://www.lpsid.org)

Super - Lloyd Graham

Deputy Super - Linda Wadleigh

Asst. Super - Mike Clausen

Email all supers through district site

#### Board of Trustees

Board - Kathy Green, [greenk@lpsid.org](mailto:greenk@lpsid.org), Lee Wallace, [wallacel@lpsid.org](mailto:wallacel@lpsid.org), Dee Anne

Thomson, [thomsond@lpsid.org](mailto:thomsond@lpsid.org), Craig Hulcy, [hulcyc@lpsid.org](mailto:hulcyc@lpsid.org),

David Janda, [jandad@lpsid.org](mailto:jandad@lpsid.org), Bill Snead, [sneadb@lpsid.org](mailto:sneadb@lpsid.org), Charlcya Wheeler,

[wheelerc@lpsid.org](mailto:wheelerc@lpsid.org)

For your convenience, copy and paste into your compose email:

[greenk@lpsid.org](mailto:greenk@lpsid.org), [wallacel@lpsid.org](mailto:wallacel@lpsid.org), [thomsond@lpsid.org](mailto:thomsond@lpsid.org), [hulcyc@lpsid.org](mailto:hulcyc@lpsid.org), [jandad@lpsid.org](mailto:jandad@lpsid.org),  
[sneadb@lpsid.org](mailto:sneadb@lpsid.org), [wheelerc@lpsid.org](mailto:wheelerc@lpsid.org)

b.

**From:** Cook, Terri (CookT@lpisd.org)  
**To:** [REDACTED]  
**Date:** Tue, November 6, 2012 7:35:13 PM  
**Cc:** WheelerD@lpisd.org;  
**Subject:** Information requested from La Porte ISD

Dear [REDACTED]

Below are the answers you requested from La Porte ISD in your recent Public Information request:

- We are in our third year of using "It's Your Game—Keep It Real." The first year (2010-11) was a preparatory year, with implementation at the seventh grade level in 2011-12. This school year, we are expanding to the eighth grade level as well. The dates for the eighth grade program are Sept. 24-Dec. 18, 2012, and the dates for the seventh grade program are Jan. 14-April 9, 2013.
- Consent forms were sent to all junior high parents in registration packets at the start of the 2012-13 school year. The first day of school was Aug. 27.
- The program is being implemented at both of our junior high (seventh and eighth grade) campuses.
- The contract is attached.

Please let me know if I can be of further assistance.

Thank you,

Terri Cook  
Director of Public Relations/Education Foundation  
La Porte ISD  
281-604-7001/281-604-7007  
[cookt@lpisd.org](mailto:cookt@lpisd.org)

The La Porte Independent School District does not discriminate on the basis of race, religion, color, national origin, sex or disability in providing education services, activities, and programs, including vocational programs, in accordance with Title VI of the Civil Rights Act of 1964, as amended; Title IX of the Educational Amendments of 1972; Section 504 of the Rehabilitation Act of 1973, as amended; and Title II of the Americans with Disabilities Act. The Title IX Coordinator is Isela Montes, Executive Director of Human Resources, 1002 San Jacinto, La Porte, Texas 77571, Telephone (281) 604-7110. The Section 504 Coordinator is Dr. April Fox, Executive Director of Special Programs, 1002 San Jacinto, La Porte, Texas 77571, Telephone (281) 604-7034. El Distrito Independiente Escolar de La Porte no discrimina sobre la base de raza, religión, color, origen nacional, sexo u incapacidad para proveer servicios educacionales, actividades y programas, incluyendo programas vocacionales, de acuerdo con el Título VI del Acta de Derechos Civiles de 1964, como fue enmendada; Título IX de las Enmiendas Educacionales de 1972; Sección 504 del Acta de Rehabilitación de 1973, como fue enmendada; y el Título II del Acta de Americanos con Incapacidades. La Coordinadora del Título IX es Isela Montes, Directora Ejecutiva para Recursos Humanos, 1002 San Jacinto, La Porte, Texas 77571, Teléfono (281) 604-7110. La Coordinadora de la Sección 504 es la Dra. April Fox, Directora Ejecutiva de Programas Especiales, 1002 San Jacinto, La Porte, Texas 77571, Teléfono (281) 604-7034.

This email and any files transmitted with it are confidential and intended solely for the use of the individual or entity to whom they are addressed. If you have received this email in error please notify the system manager. Please note that any views or opinions presented in this email are solely those of the author and do not necessarily represent those of La Porte I.S.D. Finally, the recipient should check this email and any attachments for the presence of viruses. The company accepts no liability for any damage caused by any virus transmitted by this email.

**Memorandum of Understanding**

C11-156  
CH-190  
109

Date: May 13, 2010

Application Title: **Replication of Evidence-based Programs to Prevent Teen Pregnancy in Harris County, TX and Surrounding Ares**

Proposed project period: 9/30/2010 – 9/29/2015

Investigators: Susan Tortolero, PhD and Melissa Peskin, PhD

The parties named below agree to enter into this Memorandum of Understanding to implement It's Your Game...Keep It Real with middle school students and/or Reducing the Risk with high school students. Specifically, each party understands that their responsibility and commitment will involve:

- Collaborating with The University of Texas Health Science Center at Houston's Prevention Research Center (UTPRC) during planning phase to ensure school, parent and community support;
- Identifying appropriate school district level staff and school site educators to coordinate and deliver the program(s) in the middle and/or high schools;
- Allocating appropriate resources and time to ensure staff training and program implementation for school site educators;
- Agreeing to have appropriate school site educators from the middle and/or high schools receive formal training from UTPRC;
- Implementing the It's Your Game and/or Reducing the Risk program (s) in the middle and/or high schools with strict observance of the programs' principles;
- Receiving technical assistance from UTPRC;
- Allowing an independent evaluator to conduct an evaluation of the program activities to assess student knowledge, attitudes, and behaviors.

Should any differences occur between the parties, these differences will be reviewed by a multi-site advisory group, comprising representatives from all participating sites until a mutually agreeable resolution is reached.

<u>La Porte ISD</u>	<u>The University of Texas Health Science Center at Houston</u>
School District	Institution
<u>Linda Wadleigh</u>	_____
Signature	Signature
<u>Linda Wadleigh</u>	<u>T, Kevin Dillon</u>
Typed Name	_____
<u>Deputy Superintendent Curr. &amp; Instr.</u>	<u>EVP, Chief Operating and Financial Officer</u>
Title	_____
<u>281-604-7024</u>	<u>713-500-3535</u>
Phone Number	Phone Number
<u>wadleigh1@lpisd.org</u>	_____
E-mail Address	E-mail Address
<u>May 13, 2010</u>	_____
Date	Date

C11-156  
~~C11-109~~

January 10, 2011

Revenue  
Contract  
Complete

La Porte ISD  
1002 San Jacinto St.,  
La Porte TX, 77571

Dear Ms. Fox:

We are pleased to inform you that the University of Texas Health Science Center at Houston (UTHSC) would like to offer to the La Porte ISD with a subcontract of up to \$32,400 for the first grant year (September 2010 – August 2011).

This subcontract is intended to facilitate the implementation of the *It's Your Game...Keep it Real* program in La Porte ISD middle schools. Disbursement of funds is contingent upon completion of the deliverables outlined below and submission of an approved budget and the District Completion Form.

#### **Description of Work and Products**

The following outlines the program deliverables and funds contingent upon completion of the deliverables.

#### **District Level Incentives**

Districts partners will receive **\$20,000** based upon the following:

- School Board Approval for implementation of IYG
- Receipt of executed subcontract
- Identification of district level executive leadership to provide IYG Replication Project oversight
- Identification of designated school district staff person who will act as District Coordinator (with requisite time allocated to this function)

School districts will also receive **\$1,200** for each participating school. School participation includes the development and approval of a School Implementation Work Plan.

The School Implementation Work Plan includes:

- Identification of classes for IYG curriculum delivery
- Identification of projected number of students exposed per class

- Identification of school staff who will complete IYG training and have agreed to deliver IYG curriculum
- Agreement to periodic observations and monitoring by IYG Replication Project Staff
- If selected into the evaluation cohort, participate in evaluation related activities

**School Level Incentives**

Each participating school will receive \$5,000 based upon the following:

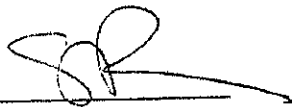
- Completion of staff training and receipt of IYG certification
- Implementation schedule for IYG program delivery in Fall 2011- Spring 2012
- Participation in fidelity and process monitoring

**Payment Provisions**

Based on the approved budget, UTHSC agrees to pay the La Porte ISD up to \$32,400 for this work. Payments will be disbursed upon receipt and approval of the completed program deliverables. Our understanding is that these funds will be spent according to the attached budget. Any changes in this approved budget that exceed 10% of any line item, as well as any changes in key personnel, must be approved in advance by UTHSC.

I hope you find the terms of this grant acceptable. Please indicate this by signing below and returning the complete Letter of Agreement to Donna Lormand via email ([Donna.K.Lormand@uth.tmc.edu](mailto:Donna.K.Lormand@uth.tmc.edu)) or fax (713-500-9602).

Sincerely,



Susan Tortolero  
 Allan King Professor in Public Health  
 Director, University of Texas Prevention Research Center

*Rhonda Cumber*  
 (Name of Authorized District Representative)

1-28-2011  
 Date

January 10, 2011

La Porte ISD  
1002 San Jacinto St.,  
La Porte TX, 77571

Dear Ms. Fox:

Please submit the following information along with the Letter of Agreement and budget documents for completion of the program deliverables.

Name of District Coordinator:

Jo Johnson

District Coordinator contact information:

281-221-7296

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Name of district level executive supervisor:

April Fox, Director Student Support Services  
281-604-7034

Date of Board approval:

Dec 14, 2010

Please send the completed document to Donna Lormand via email or fax.

Sincerely,  
Donna Lormand  
Center for Health Promotion and Prevention Research  
7000 Fannin, 2656F  
Houston, TX 77030  
(p) 713-500-9667  
(f) 713-500-9602  
[Donna.K.Lormand@uth.tmc.edu](mailto:Donna.K.Lormand@uth.tmc.edu)

# University of Texas Health Science Center

## PROPOSED BUDGET

DATE:

School District/Entity: La Porte ISD

Project Title: IYG Replication Project

Total Amount Requested: \$32,400

Cost Category	Item	Budget Amount <sup>(1)</sup>
<b>(A) Personnel <sup>(2)</sup></b>		\$
District Level Staff		2,400
Consultants		14,000
Subcontract(s)		
<b>(A) Total Personnel</b>	<b>(A)</b>	<b>16,400</b> 0
<b>(B) Operating Expenses</b>		
Supplies/Office Expenses		1,000
Travel		1,000
Equipment		9,000
Other Direct Costs		
<b>(B) Total Operating Expenses</b>	<b>(B)</b>	<b>11,000</b> 0
<b>Total Direct Costs (A+B=C)</b>		<b>(C)</b> 0
<b>(F) Other Costs</b>		
Other Costs <sup>(3)</sup>		5,000
<b>(F) Total Other Costs</b>	<b>(D)</b>	<b>5,000</b> 0
<b>BUDGET TOTAL</b>		<b>(C+D)</b> 16,000 0

- (1) Amount Column contains formulas ready for Items A thru D calculations
- (2) Attach "Detailed Personnel Report"
- (3) List other costs in this spreadsheet

Name of District Coordinator

Jo Johnson

Name of Author'd Finan. Personnel

April Jay

## Univeristy of Texas Health Science Center at Houston

### Proposed Key Personnel List (Attach to Proposed Budget)

School District/Entity: La Porte ISD

Project Title: IYG Replication Project

Total Amount Requested: \$32,400

Name <sup>(1)</sup>	Title	Total Project Salary
Jo Johnson, Coord. →		14,000.00
4 teachers		2,400.00
<b>TOTAL</b>		<b>16,400</b>

(1) Key personnel should reflect Staff and Consultants who will work directly as part of the grant





THE UNIVERSITY of TEXAS  
HEALTH SCIENCE CENTER AT HOUSTON

011-156

CH-127

February 22, 2011

La Porte Independent School District  
1002 San Jacinto  
La Porte, Texas 77571

The Federal Office of Management and Budget Circular A-133 "Audits of Institutions of Higher Education and Other Nonprofit Institutions" requires that recipients of federal awards who are subject to the provisions of OMB Circular A-133 comply with the audit requirements of OMB Circular A-133.

As a subrecipient of federal funds, you are required to certify that your Institution is in compliance with A-133 requirements. Accordingly, please check the appropriate box below and provide any required documentation.

Our current A-133 audit for FY \_\_\_\_\_ is not yet complete. We anticipate the audit will be completed by \_\_\_\_\_. Upon completion, we will send you a copy of the audit report and our responses to any audit findings.

**NOTE: If the current A-133 audit is not yet complete, please check the appropriate section below for the last completed audit.**

Our last A-133 audit, completed for FY 2010 presented no material weaknesses, no reportable conditions and no audit findings related to any subcontract(s) from The University of Texas Health Science Center at Houston.

OR,

Our last A-133 audit completed for FY \_\_\_\_\_ presented material weakness, reportable conditions or other audit findings related to our funding from The University of Texas Health Science Center at Houston. Enclosed is a copy of the audit report. Relevant findings and our response can be found on page(s) \_\_\_\_\_.

We are not subject to the requirements of A-133 because:  
 We are a for-profit organization/Foreign (Non U.S.) entity  
 We expended less than \$500,000 in federal funds  
 Other (please explain)

AND,

In lieu of an A-133 audit, we enclose the following for your records:

- An audited financial statement
- A program audit
- Independent auditor's management letter
- Other (please explain)

I certify that the above checked boxes accurately represent the organization I represent. Further, I certify that all relevant material findings in the audit report have been disclosed.

Please make any changes or corrections to the contact name or your mailing address in the space provided. Your responses should be sent to the Contracts Section, Office of Sponsored Projects, The University of Texas Health Science Center at Houston, PO Box 20036, Houston, TX 77225-0036. Thank you for your cooperation.

Signature: Rhonda Cumbic Date: \_\_\_\_\_ FY End Date: June 30  
Name and Title: Rhonda Cumbic CFO Contact Phone: \_\_\_\_\_  
Address: \_\_\_\_\_ Contact E-mail: \_\_\_\_\_

1 DATE ISSUED (Mo./Day/Yr)  
09/20/2010

2 CPDA NO  
93.297

3 SUPERCEDES AWARD NOTICE dated  
except first any additions or restrictions previously imposed remain  
in effect unless specifically rescinded

4 GRANT NO  
1 TP1AH00072-01-00  
Formerly

5 ADMINISTRATIVE CODES  
TPP01

6 PROJECT PERIOD Mo./Day/Yr  
From 09/01/2010 Through 08/31/2015

7 BUDGET PERIOD Mo./Day/Yr  
From 09/01/2010 Through 08/31/2011

DEPARTMENT OF HEALTH AND HUMAN SERVICES  
PUBLIC HEALTH SERVICE  
Office of Grants Management  
1101 Wootton Parkway  
Suite 550  
Rockville, MD 20852

**NOTICE OF GRANT AWARD**  
AUTHORIZATION (Legislation/Regulations)  
Division D, Title II of the Consolidated Appropriations Act, 2010 (Public Law 111-117)

8 TITLE OF PROJECT (OR PROGRAM) (Limit to 55 spaces)  
Teenage Pregnancy Prevention Replication of Evidence Based Programs

9 GRANTEE NAME AND ADDRESS  
a The University of Texas Health Science Center at Houston  
b PO BOX 20036  
c  
d Houston e TX 77225-0036

11 DIRECTOR OF PROJECT (PROGRAM DIRECTOR/PRINCIPLE INVESTIGATOR)  
(LAST NAME FIRST AND ADDRESS)  
Whitney C Houston  
Post Office Box 20036  
Houston, TX 77225  
Phone: (713) 500-3999

11 APPROVED BUDGET (Exclude HHS Direct Assistance)  
I HHS Grant Funds Only  
II Total project costs including grant funds and all other financial participation  
(Select one and place NUMERAL in box)  II

- a Salaries and Wages
- b Fringe Benefits
- c Total Personnel Costs
- d Consultants Costs
- e Equipment
- f Supplies
- g Travel
- h Patient Care - Inpatient
- i Patient Care - Outpatient
- j Alterations and Renovations
- k Other
- l Consortium/Contractual Costs
- m Trainee Related Expenses
- n Trainee Stipends
- o Trainee Tuition and Fees
- p Trainee Travel
- q TOTAL DIRECT COSTS
- r INDIRECT COSTS (rate of)
- s TOTAL APPROVED BUDGET
- t SBIR Fee
- u Federal Share
- v Non-Federal Share

12 AWARD COMPUTATION FOR GRANT  
a Amount of HHS Financial Assistance (from item 11 u)  
b Less Unobligated Balance From Prior Budget Periods  
c Less Cumulative Prior Award(s) This Budget Period  
d AMOUNT OF FINANCIAL ASSISTANCE THIS ACTION

13 RECOMMENDED FUTURE SUPPORT  
(Subject to the availability of funds and satisfactory progress of the project)

- a DEDUCTION
- b ADDITIONAL COSTS
- c MATCHING
- d OTHER RESEARCH (Add / Deduct Option)
- e OTHER (See REMARKS)

14 THIS AWARD IS BASED ON AN APPLICATION SUBMITTED TO, AND IS APPROVED BY HHS ON THE ABOVE TITLED PROJECT AND IS SUBJECT TO THE TERMS AND CONDITIONS INCORPORATED EITHER DIRECTLY OR BY REFERENCE BY THE FOLLOWING:  
a The grant program legislative cited above  
b The grant program regulation cited above  
c The award notice including terms and conditions, if any, noted below under REMARKS  
d HHS Grants Policy Statement (including addenda in effect as of the beginning date of the budget period)  
e 45 CFR Part 74 or 45 CFR Part 82 as applicable  
In the event there are conflicting or otherwise inconsistent policies applicable to the grant the above order of precedence shall prevail. Acceptance of the grant terms and conditions is acknowledged by the grantee when funds are drawn or otherwise obtained from the grant payment system.

REMARKS: (Other Terms and Conditions Attached - )  
This grant has been awarded at the Office Adolescent Health (OAH) recom

GRANTS MANAGEMENT OFFICER (Signature) (Name - Typed/Print) (Title)  
Karen Campbell Grants Management Officer, OPHS

17. OBJ CLASS	41.45	18. CRS - EIN	1741761309A3	19. LIST NO	CCNG DIST: 07
	FY-CAN	DOCUMENT NO	ADMINISTRATIVE CODE		AMT ACTION OR ASST
20 a	0-199998Q	b TP1AH0072A	c TPP01		0
21 a		b	c		
22 a		b	c		

NOTICE OF GRANT AWARD (Continuation Sheet)

PAGE 2 of 4	DATE ISSUED 09/20/2010
GRANT NO 1 TPLAH000072-01-00	

**SPECIAL CONDITIONS**

1. Grantee shall submit a revised budget for the funds awarded within 30 days of receipt of the Notice of Grant Award.

Failure to comply with the above Special Conditions may result in a disallowance of funds, a drawdown restriction or denial of future funding.

**SPECIAL TERMS AND REQUIREMENTS**

- 1 a) The grantee must submit a written response to the weaknesses noted in the Summary Statement to the Office of Grants Management within 30 days of the receipt of the Notice of Grant Award. The grantee must also submit a copy of its response to the Office of Adolescent Health.  
b) The State shall ensure that all program materials medically accurate prior to implementation  
c) Not later than 180 days before the Report to the State is due, the State shall identify the specific performance criteria or standards that shall be used to prepare the report and establish the form or format of the report. The State will share the performance criteria and the report format with the appropriate funded entity  
d) Grantees are expected to attend and participate in the OAH annual conference and three training and technical assistance workshops per year. Grantees should budget for the Project Director to attend the annual conference and for two staff to attend each of the three training and technical assistance workshops per year  
e) Grantees selected to participate in the Federal Multi-site evaluation must enter into a Data Rights Agreement with the Federal government.  
f) All grantees must collect and report on a common set of performance measures to assess program implementation and program outcomes. The performance measures will be developed and distributed by the Office of Adolescent Health during the first budget period  
g) Grantees must receive written approval from the Office of Adolescent Health on their independent grantee-level evaluation plan. Grantee-level evaluations are expected to be rigorous using either random assignment or a strong quasi-experimental design. Fifty percent of the grantee's evaluation funds will be restricted unless and until a grantee has an approved evaluation plan. Grantees deemed to have high-quality rigorous evaluation plans will be given approval to continue to budget for an independent evaluation.  
h) Any grantee selected to participate in the Federal Multi-Site Evaluation will no longer conduct an independent grantee-level evaluation, but will redirect its evaluation funds to support the Federal evaluation. Grantees should allocate approximately 20-25 percent of their budget per year, but not more than a total of \$500,000 per year, to support evaluation activities. The goal of the Federal evaluation is to conduct a rigorous evaluation of teenage pregnancy prevention programs in selected sites. If the local evaluation team proposes a strong evaluation design, demonstrates capacity, and is selected to participate in the Federal evaluation, it will work in close partnership with the Federal evaluator to implement the Federal evaluation at its site. If, however, the local evaluation team cannot assist and/or comply with the implementation of the Federal evaluation design, the OAH Project Officer in consultation with the Federal evaluator and other Federal staff may augment or supplant the local evaluation team to ensure the evaluation is conducted as planned.
- 2 Grantees must obtain prior approval from the Grants Management Officer (GMO) for any change in the Project Director including replacement, absence or reduction in the level of participation. The

NOTICE OF GRANT AWARD (Continuation Sheet)

PAGE 3 of 4	DATE ISSUED 09/20/2010
GRANT NO. 1 TP1AH000072-01-00	

GMO must be notified no later than 30 days before the expected date of departure or change in participation level. A resume must be submitted for approval for any replacement.

- 3 Grant funds shall supplement and not supplant funds received from any other Federal, State or local program or any private sources of funds.
- 4 The grantee shall comply with the restrictions on lobbying set out in 45 CFR Part 93. In addition, the grantee shall comply with the restrictions on grantee lobbying in section 503 of the FY 2006 Appropriations Act, as follows
  - a) No part of any appropriation contained in this Act shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, radio, television, or video presentation designed to support or defeat legislation pending before the Congress or any State legislature, except in presentation to the Congress or any State legislature itself.
  - b) No part of any appropriation contained in this Act shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence legislation or appropriations pending before the Congress or any State legislature

**STANDARD TERMS**

1. Requests that require prior approval from the awarding office (See Part II, PHS Grants Policy Statement) must be submitted in writing to the GMO. Only responses signed by the GMO are to be considered valid. Grantees who take action on the basis of responses from other officials do so at their own risk. Such responses will not be considered binding by or upon any OASH Program Office.
2. Responses to reporting requirements, conditions, and requests for postaward amendments must be mailed to the attention and address of the Grants Management Specialist indicated in the "Contacts" section. All correspondence should include the Federal grant number (item 4 on page 1 of this document) and requires the signature of an authorized business official and/or the project director. Failure to follow this guidance will result in a delay in responding to your correspondence.
3. The HHS Appropriations Act requires that, when issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with Federal money shall clearly state the percentage and dollar amount of the total costs of the program or project which will be financed with Federal money and the percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources

**REPORTING REQUIREMENTS**

1. a) Grantees must submit a continuation application within 90 days of the end of the budget period (no later than May 31, 2011). This continuation shall include a work plan for the upcoming budget year and a progress report on the previous six-month activities which covers the time period September 1, 2010 thru February 28, 2011. Format and further instructions for submission of the continuation application will be sent out by the Office of Adolescent Health.  
  
b) Grantees must submit an annual progress report within 90 days after the end of the budget period (no later than November 30, 2011). This progress report shall cover the time period September 1, 2010 thru August 31, 2011. Format and further instructions for submission of the annual report will be sent out by the Office of Adolescent Health. Reports are to be submitted electronically to the assigned Grants Management Specialist in the Office of Grants Management and the Office of

NOTICE OF GRANT AWARD (Continuation Sheet)

PAGE 4 of 4	DATE ISSUED 09/20/2010
GRANT NO. 1 TP1AH000072-01-00	

Adolescent Health Project Officer. Please reference the CONTACTS section of the Terms and Conditions for the contact information for these individuals.

2. Grantees must submit a Financial Status Report SF-269/long form (attached) within 90 days after expiration of the budget period. This financial report shall cover the time period September 1, 2010 thru August 31, 2011. Reports are to be submitted electronically to the assigned Grants Management Specialist in the Office of Grants Management. Please reference the CONTACTS section of the Terms and Conditions for the contact information for these individuals.
3. The Single Audit Act Amendments of 1996 (31 U.S.C. 7501-7507) combined the audit requirements for all entities under one Act. An audit is required for all entities which expend \$500,000 or more of Federal funds in each fiscal year. The audits are due within 30 days of receipt from the auditor or within 9 months of the end of the fiscal year, whichever occurs first. The audit report when completed should be submitted online to the Federal Audit Clearinghouse at <http://harvester.census.gov/fac/collect/ddeindex.html>.

**CONTACTS**

**1. PAYMENT PROCEDURES:**

Payments for grants awarded by OASH Program Offices are made through the Division of Payment Management (<http://www.psc.gov/>). Applicant organizations are assigned a 12-digit Entity Identification Number for payment and accounting purposes. That number is an expansion of the 9-digit Employer Identification Number assigned to an organization by the Internal Revenue Service. PMS is administered by the Program Support Center (PSC), DHHS.

Inquiries regarding payments should be directed to <http://www.dpm.psc.gov> Division of Payment Management, P O. Box 6021, Rockville, MD 20852, 1-877-614-5533.

**2. Fraud, Abuse and Waste.**

The DHHS Inspector General maintains a toll-free hotline for receiving information concerning fraud, waste, or abuse under grants and cooperative agreements. Such reports are kept confidential and callers may decline to give their names if they choose to remain anonymous. Office of Inspector General, Department of Health and Human Services, Attn: HOTLINE 330 Independence Ave., SW, Room 5140 Cohen Building, Washington, DC 20201 e-mail [https@os.dhhs.gov](mailto:https@os.dhhs.gov) 1-800-447-8477 (1-800-HHS-TIPS)

3. For assistance on **programmatic** issues please contact: Amy Margolis, Project Officer, at (240) 453-2820, Fax (240) 453-2801, e-mail [Allison.ropar@hhs.gov](mailto:Allison.ropar@hhs.gov) or mail: Office of Adolescent Health, Department of Health and Human Services, Office of the Secretary, Office of the Assistant Secretary for Health, 1101 Wootton Parkway, Suite 700, Rockville, MD 20852.
4. For assistance on **grants administration** issues please contact: Roscoe Brunson, Grants Management Specialist, at (240) 453-8837, Fax (240) 453-8823, e-mail [Roscoe.Brunson@hhs.gov](mailto:Roscoe.Brunson@hhs.gov) or mail: Office of Grants Management, Department of Health and Human Services, Office of the Secretary, Office of the Assistant Secretary for Health, 1101 Wootton Parkway, Suite 550, Rockville, MD 20852.



DEPARTMENT OF HEALTH AND HUMAN SERVICES

Office of the Secretary

Assistant Secretary for Health  
Office of Public Health and Science  
Washington D.C. 20201

September 30, 2010

Dear Teenage Pregnancy Prevention Grantees:

Congratulations on your recent grant award from the Office of Adolescent Health (OAH) in response to the *Teenage Pregnancy Prevention (TPP): Replication of Evidence-based Programs* Funding Opportunity Announcement. We are pleased to have the opportunity to work with you over the next five years.

The TPP Program is designed to invest resources in replicating evidence-based teen pregnancy prevention programs that have been shown to be effective and to test new approaches to address teen pregnancy prevention so that we can identify additional effective interventions. With this funding, you will be replicating proven, evidence-based programs to prevent teen pregnancy. This is an exciting time and we're looking forward to partnering with you.

As a cooperative agreement, OAH will be substantially involved with your program and will partner with you over the next five years. Your assigned project officer will work closely with you to provide technical assistance and other support.

Soon, you will receive your signed Notice of Grant Award (NGA), the official documentation for your cooperative agreement that includes the terms and conditions, as well as the contact information for your OAH Project Officer and Grants Management Specialist. A copy of your NGA is enclosed; please take the opportunity to carefully review it. Also enclosed is a list of standard programmatic terms and requirements that are in addition to those noted in the NGA. Your Project Officer will be in contact with you very soon to discuss your project and to answer any questions you may have.

Please mark your calendar to participate in an orientation webinar hosted by the Office of Adolescent Health on October 21, 2010 from 3:00PM-5:00PM (ET). Instructions for accessing the webinar will be sent to you prior to the event. In addition, OAH is planning to conduct an annual conference for all TPP grantees within the next six months. At this conference you will have the opportunity to meet other TPP grantees and OAH staff. We will provide you with more information on the annual conference as soon as it is available and look forward to seeing you there.

Again, congratulations and we look forward to working with you on this important project.

Sincerely,

Evelyn M. Kappeler  
Acting Director  
Office of Adolescent Health

Enclosures

**Teen Pregnancy Prevention: Replication of Evidence-Based Program  
Additional Standard Terms and Requirements  
Funding Ranges C & D**

1. The grantee must submit a written response to the weaknesses noted in the Summary Statement to the Office of Grants Management within 30 days of the receipt of the Notice of Grant Award. The grantee must also submit a copy of its response to the Office of Adolescent Health.
2. Any proposed adaptations to the program model must be approved in writing by the Office of Adolescent Health prior to implementation, regardless of guidance provided by the program developer.
3. The Office of Adolescent Health must approve, in writing, all program materials for medical accuracy prior to implementation.
4. All grantees must collect and report on a common set of performance measures to assess program implementation and program outcomes. The performance measures will be developed and distributed by the Office of Adolescent Health during the first budget year.
5. Grantees are expected to attend and participate in the OAH annual conference and three training and technical assistance workshops per year. Grantees should budget for the Project Director, evaluator, and one project staff to attend the annual conference and for three staff to attend each of the three training and technical assistance workshops per year.
6. Grantees selected to participate in the Federal Multi-site evaluation must enter into a Data Rights Agreement with the Federal government.
7. Grantees must receive written approval from the Office of Adolescent Health on their independent grantee-level evaluation plan. Grantee-level evaluations are expected to be rigorous using either random assignment or a strong quasi-experimental design. Fifty percent of the grantee's evaluation funds will be restricted unless and until a grantee has an approved evaluation plan. Grantees deemed to have high-quality rigorous evaluation plans will be given approval to continue to budget for an independent evaluation.
8. Any grantee selected to participate in the Federal Multi-Site Evaluation will no longer conduct an independent grantee-level evaluation, but will redirect its evaluation funds to support the Federal evaluation. Grantees should allocate approximately 20-25 percent of their budget per year, but not more than a total of \$500,000 per year, to support evaluation activities. The goal of the Federal evaluation is to conduct a rigorous evaluation of teenage pregnancy prevention programs in selected sites. If the local evaluation team proposes a strong evaluation design, demonstrates capacity, and is selected to participate in the Federal evaluation, it will work in close partnership with the Federal evaluator to implement the Federal evaluation at its site. If, however, the local evaluation team cannot assist and/or comply with the implementation of the Federal evaluation design, the OAH Project Officer in consultation with the Federal evaluator and other Federal staff may augment or supplant the local evaluation team to ensure the evaluation is conducted as planned.

# Research Subaward Agreement

Institution/Organization ("Prime Recipient") Name: <u>The University of Texas Health Science Center at Houston</u>		Institution/Organization ("Subrecipient") Name: <u>La Porte Independent School District</u>	
Prime Award No.: <u>6TP1AH000072-01-01</u>		Subaward No.: <u>00080921</u> CFDA #: <u>93.235</u>	
Awarding Agency: <u>Department of Health &amp; Human Services</u>		Amount Funded This Action: <u>\$32,400.00</u> Est. Total (if incrementally funded): _____	

PI: <u>Dr. Susan Tortolero</u>	PI: <u>April Fox</u>
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Subaward Period of Performance: Budget Period: From: <u>Sep 1, 2010</u> To: <u>Aug 31, 2011</u>	Estimated Project Period (if incrementally funded): From: _____ To: _____
--	--

Project Title:  
Teenage Pregnancy Prevention: Replication of Evidence Based Programs

Reporting Requirements (Check here if applicable:  See Attachment 4)  FFATA (Attachment 3B)  ARRA Funds (Attachment 4A)

### Terms & Conditions

- 1) Prime Recipient hereby awards a cost reimbursable subaward, as described above, to Subrecipient. The statement of work and budget for this subaward are (check one):  As specified in Subrecipient's proposal dated \_\_\_\_\_; or  as shown in Attachment 5. In its performance of the subaward work, Subrecipient shall be an independent entity and not an employee or agent of Prime Recipient.
- 2) Prime Recipient shall reimburse Subrecipient not more often than monthly for allowable costs. All invoices shall be submitted using Subrecipient's standard invoice, but at a minimum shall include current and cumulative costs (including cost sharing), subaward number, and certification as to truth and accuracy of invoice. *Invoices that do not reference Prime Recipient's Subaward Number shall be returned to Subrecipient.* Invoices and questions concerning invoice receipt or payments should be directed to the appropriate party's Financial Contact as shown in Attachments 3A & 3B.
- 3) A final statement of cumulative costs incurred, including cost sharing, marked "FINAL" must be submitted to Prime Recipient's Financial Contact, as shown in Attachments 3A and 3B, NOT LATER THAN sixty (60) days after subaward end date. The final statement of costs shall constitute Subrecipient's final financial report.
- 4) All payments shall be considered provisional and subject to adjustment within the total estimated cost in the event such adjustment is necessary as a result of an adverse audit finding against the Subrecipient.
- 5) Matters concerning the technical performance of this subaward should be directed to the appropriate party's Principal Investigator, as shown in Attachments 3A and 3B. Technical reports are required as shown above, "Reporting Requirements".
- 6) Matters concerning the request or negotiation of any changes in the terms, conditions, or amounts cited in this subaward agreement, and any changes requiring prior approval, should be directed to the appropriate party's Administrative Contact, as shown in Attachments 3A & 3B. Any such changes made to this subaward agreement require the written approval of each party's Authorized Official as shown in Attachments 3A & 3B.
- 7) Each party shall be responsible for its negligent acts or omissions and the negligent acts or omissions of its employees, officers, or director's, to the extent allowed by law.
- 8) Either party may terminate this subaward with thirty days written notice to the appropriate party's Authorized Official Contact as shown in Attachments 3A & 3B. Prime Recipient shall pay Subrecipient for termination costs as allowable under OMB Circular A-21 or A-122 or 45 CFR Part 74 Appendix E, "Principles for Determining Costs Applicable to Research and Development under Grants and Contracts with Hospitals" as applicable.
- 9) No-cost extensions require the approval of the Prime Recipient. Any requests for a no-cost extension should be addressed to and received by the Authorized Official Contact, as shown in Attachments 3A & 3B, not less than thirty (30) days prior to the desired effective date of the requested change.
- 10) The Subaward is subject to the terms and conditions of the Prime Award and other special terms and conditions, as identified in Attachment 2.
- 11) By signing below Subrecipient makes the certifications and assurances shown in Attachments 1 and 2. Subrecipient also assures that it will comply with applicable statutory and regulatory requirements specified in the Research Terms & Conditions Appendix C found at <http://www.nsf.gov/bfa/dias/policy/rtc/appc.pdf>.

By an Authorized Official of Prime Recipient  
\_\_\_\_\_  
Date \_\_\_\_\_

By an Authorized Official of Subrecipient  
Rhonda Currie  
\_\_\_\_\_  
Date \_\_\_\_\_



Attachment 1  
Research Subaward Agreement  
Certifications and Assurances

By signing the Subaward Agreement, the authorized official of Subrecipient certifies, to the best of his/her knowledge and belief that:

**Certification Regarding Lobbying**

1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or intending to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Subrecipient shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying", to the Prime Recipient.

3) The Subrecipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**Debarment, Suspension, and Other Responsibility Matters**

Subrecipient certifies by signing this Subaward Agreement that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency.

**OMB Circular A-133 Assurance**

Subrecipient assures Prime Recipient that it complies with A-133 and that it will notify Prime Recipient of completion of required audits and of any adverse findings which impact this subaward.

**Attachment 2**  
**Research Subaward Agreement**  
**Prime Award Terms and Conditions**  
**NIH**

*Agency-Specific Certifications/Assurances*

1. By signing this Research Subaward Agreement Subrecipient makes the certifications and assurances specified in the Research Terms and Conditions Appendix C found at <http://www.nsf.gov/bfa/dias/policy/rtc/appc.pdf>

**General terms and conditions** as of the effective date of this Research Subaward Agreement:

1. The restrictions on the expenditure of federal funds in appropriations acts are applicable to this subaward to the extent those restrictions are pertinent.
2. 45 CFR Part 74 or 45 CFR Part 92 as applicable.
3. The NIH Grants Policy Statement, including addenda in effect as of the beginning date of the period of performance.
4. Subrecipient assures, by signing this Subaward Agreement, that all Subrecipient's personnel who are responsible for the design and conduct of projects involving human research participants have successfully completed their institutional training in accordance with the NIH Guide, Notice OD-00-039.
5. Research Terms and Conditions found at < <http://www.nsf.gov/bfa/dias/policy/rtc/terms.pdf> > and Agency Specific Requirements found at [http://www.nsf.gov/pubs/policydocs/rtc/nih\\_708.pdf](http://www.nsf.gov/pubs/policydocs/rtc/nih_708.pdf), except for the following:
  - a. The right to initiate an automatic one-time extension of the end date provided by Article 25(c)(2) of the Research Terms and Conditions is replaced by the need to obtain prior written approval from the Prime Recipient;
  - b. The payment mechanism described in Article 22 and the financial reporting requirements in Article 52 of the Research Terms and Conditions and Article 8 of the Agency-Specific Requirements are replaced with Terms and Conditions (1) through (4) of this Subaward Agreement; and
  - c. Any prior approvals are to be sought from the Prime Recipient and not the Federal Awarding Agency.
6. Title to equipment costing \$5,000 or more that is purchased or fabricated with research funds or Subrecipient cost sharing funds, as direct costs of the project or program, shall unconditionally vest in the Subrecipient upon acquisition without further obligation to the Federal Awarding Agency subject to the conditions specified in Article 34(a) of the Research Terms and Conditions.
7. Treatment of Program Income:  Additive

**Special terms and conditions:**

1. Copyrights - The Subrecipient  grants \_\_\_ shall grant (check one) to Prime Recipient an irrevocable, royalty-free, non-transferable, non-exclusive right and license to use, reproduce, make derivative works, display, publish, and perform any copyrights or copyrighted material (including any computer software and its documentation and/or databases) first developed and delivered under this Subaward Agreement solely for the purpose of and only to the extent required to meet Prime Recipient's obligations to the Federal Government under its Prime Award.
2. Data Rights - Subrecipient grants to Prime Recipient the right to use data created in the performance of this Subaward Agreement solely for the purpose of and only to the extent required to meet Prime Recipient's obligations to the Federal Government under its Prime Award.
3. This Subaward Agreement is on a cost reimbursement basis only, which means that cash must have been expended prior to being claimed for reimbursement. No advance payments will be permitted.
4. Automatic Carry Forward [ ] YES [X] NO  
If no, then carry forward requests must be sent to UNIVERSITY's Principal Investigator, as shown in Attachment 3, not less than thirty (30) days prior to the desired effective date of the requested change.

- UNIVERSITY reserves the right to revoke automatic carry forward authorization by changing this special term and condition by amendment at any time.
5. If applicable, Subrecipient shall, at all times while performing services under this Subaward, comply with the restrictions applicable to the confidentiality and security of medical records as required by the Health Insurance Portability and Accountability Act of 1996, codified at 42 USC § 132d through d-8 (HIPAA) or Protected Health Information (PHI) as promulgated in 45 CFR § 164 (HIPAA Privacy Regulations). Termination of this Subaward will not affect the responsibility of Subrecipient to continue to comply with the above mentioned requirements during the period Subrecipient maintains any portion of such records.
  6. Subrecipient understands that materials and information resulting from the performance of this Subaward may be subject to export control laws and is solely responsible for its own compliance with such laws.
  7. If a financial conflict of interest is identified, Subrecipient shall notify Prime Recipient's Research Conflict of Interest Review Board (7000 Fannin Street, UCT 1012, Houston, Texas 77030) within 60 days, that a management plan is in place or that the conflict or potential conflict cannot be managed or resolved, and the conflicted party has been removed from the project.
  8. This Subaward includes a requirement to comply with the NIH Public Access Policy that implements PL 110-161. The policy, which can be found at <http://publicaccess.nih.gov/policy.htm>, states: "The Director of the National Institutes of Health shall require that all investigators funded by the NIH submit, or have submitted for them, to the National Library of Medicine's PubMed Central an electronic version of their final, peer-reviewed manuscripts upon acceptance for publication, to be made publicly available no later than 12 months after the official date of publication: Provided, That the NIH shall implement the public access policy in a manner consistent with copyright law." The policy was effective April 7, 2008 and each investigator is required to submit final, peer-reviewed manuscripts that resulted from 2008 NIH research support to PubMed <http://www.ncbi.nlm.nih.gov/pubmed/>. The publications will be made publicly available through PubMed Central within 12 months of the publication date. Beginning May 25, 2008 authors must include PubMed Central ID numbers in NIH applications and reports when citing their articles covered by the policy.

Attachment 3A  
Research Subaward Agreement

Subaward Number:

0008092J

**Prime Recipient Contacts**

Institution/Organization ("Prime Recipient")

Name: The University of Texas Health Science Center at Houston

Address: Office of Sponsored Projects

7000 Fannin, UCT 1006

City: Houston

State: Texas

ZipCode: 77030

Administrative Contact

Name: Debra K. Campbell, MPA, CRA, Contracts Director, Office of Sponsored Projects

Address: The University of Texas Health Science Center at Houston

Office of Sponsored Projects

7000 Fannin, UCT 1006

City: Houston

State: Texas

ZipCode: 77030

Telephone: 713-500-3999

Fax: 713-500-0355

Email: osp@uth.tmc.edu

Principal Investigator

Name: Dr. Susan Tortolero

Address: The University of Texas Health Science Center at Houston

The University of Texas School of Public Health

7000 Fannin, UCT 2080

City: Houston

State: Texas

ZipCode: 77030

Telephone: 713-500-9634

Fax: 713-500-0355

Email: Susan.Tortolero@uth.tmc.edu

Financial Contact

Name: PAF Team

Address: The University of Texas Health Science Center at Houston

P.O. Box 20036

City: Houston

State: Texas

ZipCode: 77225-0036

Telephone: 713-500-4940

Fax: 713-500-4939

Email: paf@uth.tmc.edu

Authorized Official

Name: Debra K. Campbell, MPA, CRA, Contracts Director, Office of Sponsored Projects

Address: The University of Texas Health Science Center at Houston

Office of Sponsored Projects

7000 Fannin, UCT 1006

City: Houston

State: Texas

ZipCode: 77030

Telephone: 713-500-3999

Fax: 713-500-0355

Email: osp@uth.tmc.edu

FDP version 20101012

Attachment 3B - Research Subaward Agreement  
Subrecipient Contacts

Subaward Number:

0008092J

Institution/Organization ("Subrecipient")

Name: La Porte ISD

Address: 1002 San Jacinto Street

City: La Porte

State: TX

ZipCode + 4: 77571

EIN No.: 74-6001553

Institution Type: Independent School District

Did the subrecipient's gross income, from all sources, in the previous tax year exceed \$300,000? Yes  No

If no, FFATA reporting of this subaward is not required.

Is the Performance Site the Same Address as Above?  Yes  No

Currently registered in CCR?  Yes  No

If no, is the Performance Site the same as PI address below?  Yes  No

If no to both questions, please complete 3B page 2 (if ARRA funding use Attachment 4A).

DUNS No.:

08-086-5645

Parent DUNS No.:

08-086-5645

Is Subrecipient exempt from reporting compensation?  Yes  No

Congressional District:

22

Congressional District:

22

If no, please complete 3B page 2 (if ARRA funding use Attachment 4A).

Administrative Contact

Name: April Fox

Address: 1002 San Jacinto Street

City: La Porte

State: TX

ZipCode: 77571

Telephone: 281-604-7034

Fax: 281-604-7026

Email: foxap@lpsid.org

Principal Investigator

Name: April Fox

Address: 1002 San Jacinto Street

City: La Porte

State: TX

ZipCode: 77571

Telephone: 281-604-7034

Fax: 281-604-7026

Email: foxap@lpsid.org

Financial Contact

Name: Rhonda Cumbie

Address: 1002 San Jacinto Street

City: La Porte

State: TX

ZipCode: 77571

Telephone: 281-604-7045

Fax: 281-604-7047

Email: cumbier@lpsid.org

Authorized Official

Name: Rhonda Cumbie

Address: 1002 San Jacinto Street

City: La Porte

State: TX

ZipCode: 77571

Telephone: 281-604-7045

Fax: 281-604-7047

Email: cumbier@lpsid.org

FDP version 20101012

Attachment 3B - Research Subaward Agreement  
Page 2 - Place of Performance & Highest Compensated Officers

Subaward Number:  
0008092J

Institution/Organization ("Subrecipient")

Name: La Porte ISD

Place of Performance

Name: La Porte ISD

Address: 1002 San Jacinto Street

City: La Porte

State: TX

ZipCode: 77571

Telephone: 281-604-7034

Fax: 281-604-7026

Email: foxap@lpsid.org

Congressional District: 22

Exempt from reporting compensation?  Yes  No If no, proceed with filling out the top 5 paid officers below.

Executive compensation information for the Subrecipient must be reported if: More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually; compensation information is not already available through reporting to the SEC.

Officer 1 Name N/A

Officer 1 Compensation N/A

Officer 2 Name N/A

Officer 2 Compensation N/A

Officer 3 Name N/A

Officer 3 Compensation N/A

Officer 4 Name N/A

Officer 4 Compensation N/A

Officer 5 Name N/A

Officer 5 Compensation N/A

**Attachment 4**  
**Reporting Requirements**

**Reporting Requirements**

1. Technical progress reports are required as requested by Prime Recipient's Principal Investigator.
2. In accordance with 37 CFR 401.14, Subrecipient shall notify Prime Recipient's Administrative Contact, as stated in Attachment 2, within two months after Subrecipient's inventor discloses invention(s) in writing to Subrecipient personnel responsible for patent matters. Subrecipient shall use form HHS568 to report invention(s). A negative report is not required.

**Attachment 5**  
**BUDGET AND STATEMENT OF WORK**  
**September 1, 2010 through August 31, 2011**

<b>Expense Category</b>	<b>Amount Authorized</b>
Personnel Expenses	\$2,400.00
Consultant	\$14,000.00
Equipment	\$9,000.00
Travel	\$1,000.00
Supplies	\$1,000.00
Other Direct Costs	\$5,000.00
Total Direct Cost	\$32,400.00
Indirect Costs (_0_% MTDC)	\$0.00
<b>TOTAL COST</b>	<b>\$32,400.00</b>

**STATEMENT OF WORK**

La Porte Independent School District will work with staff at The University of Texas Health Science Center at Houston to implement the "It's Your Game-Keep it Real" student training program.

La Porte Independent School District will perform the following activities:

1. Identify classes for curriculum activity.
2. Identify school personnel who will complete the curriculum training program and who will administer/teach the program to students.
3. Perform fidelity and process monitoring.
4. Participate in curriculum evaluation activities.
5. Provide executive level leadership and oversight over the "It's Your Game-Keep it Real" program.



**Attachment 6  
Sample Invoice**

COLLABORATOR: \_\_\_\_\_ Date: \_\_\_\_\_

PAYMENT ADDRESS:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

INVOICE NO. \_\_\_\_\_  
PRIME AWARD NO. \_\_\_\_\_  
SUBAWARD NO. \_\_\_\_\_  
AWARD AMOUNT \$ \_\_\_\_\_

Billing Period:  
\_\_\_\_\_ to \_\_\_\_\_

Submit invoice to:  
Post Award Finance  
The University of Texas Health  
Science Center at Houston  
7000 Fannin, UCT 902  
Houston, Texas 77030-1500

Description/Cost Items	Amt Billed for Current Period From: To:	Cumulative Amt from Inception From: To:
Personnel		
Consultant costs		
Equipment		
Materials and Supplies		
Travel		
Other Direct costs		
IDC Exclusions		
Indirect cost		
Total costs		

I certify that this request represents a reimbursement of actual costs incurred during the invoice period and that these costs are appropriate and in accordance with this Subaward. The COLLABORATOR further certifies that payment made by UTHSCH under this Subaward shall not duplicate reimbursement of costs and services that are received from other sources.

Signed: \_\_\_\_\_  
Project Director/designated signatory

Approved for payment: \_\_\_\_\_  
COLLABORATOR/authorized financial official

## Research Terms and Conditions Appendix C

### NATIONAL POLICY REQUIREMENTS MATRIX

This listing of statutory and regulatory requirements is provided for information purposes only and may not reflect all requirements that are applicable to a specific award.

Statutory & Regulatory Based	Used For:			Requirement(s) that should be noted by the recipient
	Type of Award	Type of Recipient	Specific Situation	
<b>National Policy Requirements</b> <b>Applies to all FDP agencies:</b> <b>Nondiscrimination</b> By signing or accepting funds under the agreement, the recipient agrees that it will comply with applicable provisions of the following, national policies prohibiting discrimination: a. On the basis of race, color, or national origin, in Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d, et seq.), as implemented by:	Grants, cooperative agreements, and other financial assistance	All	All	The following regulations require the recipient to flow down requirements to subrecipients.
DOD at 32 CFR Part 195 NSF at 45 CFR Part 611  NASA at 14 CFR Part 1250 DOE at 10 CFR Part 1040  EPA at 40 CFR Parts 7 and 12 USDA at 7 CFR Part 15 DOC at 15 CFR Part 8  HHS at 45 CFR Part 80 & 81				DOD at 32 CFR Part 195 NASA at 14 CFR Part 1250 DOE at 10 CFR Part 1040 EPA at 40 CFR Parts 7 and 12 USDA at 7 CFR Part 15 DOC at 15 CFR Part 8 HHS at 45 CFR Part 80 & 81  NSF at 45 CFR Part 611: By electronically signing a proposal, the Authorized Organizational Representative is providing

				paragraphs 1. of Appendices A to 32 CFR Part 32 and 32 CFR Part 34.
EPA at 40 CFR Parts 7 and 12				
c. On the basis of sex or blindness, in Title IX of the Education Amendments of 1972 (20 U.S.C. 1681, et seq.).  DOE at 10 CFR Part 1040 DOC at 15 CFR Part 8a HHS at 45 CFR Part 86 NASA at 14 CFR Part 1253 EPA at 40 CFR Parts 7 and 12	Grants, cooperative agreements, and other financial assistance included at 20 U.S.C. 1682.	Educational institution [for sex discrimination, excepts all Institution controlled by religious organization, when inconsistent with the organization's religious tenets].	All educational program or activity receiving Federal financial assistance.	
d. On the basis of age, in the Age Discrimination Act of 1975 (42 U.S.C. 6101, et seq.), as implemented by Department of Health and Human Services regulations at 45 CFR part 90.  NSF at 45 CFR Part 617 NASA at 14 CFR Part 1252 DOE at 10 CFR Part 1040 HHS at 45 CFR Part 90 & 91 EPA at 40 CFR Parts 7 and 12 DOC at 15 CFR Part 20	Grants, cooperative agreements, and other awards defined at 45 CFR 90.4 as "Federal financial assistance."	All	All	45 CFR 90.4 requires the recipient to flow down requirements to subrecipients [definition of "recipient" at 45 CFR 90.4 includes entities to which assistance is extended indirectly, through another recipient].
e. On the basis of handicap, in: 1. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as implemented by Department of Justice regulations at 28 CFR Part 41 and	Grants, cooperative agreements, and other awards included in "Federal financial assistance"	All	All	Requirements flow down to subawards ["recipient," includes entities receiving assistance indirectly through other recipients].
DOC at 15 CFR Part 8b DOD at 32 CFR Part 56 NSF at 45 CFR Part 605 NASA at 14 CFR Part 1251 DOE at 10 CFR Part 1040 EPA at 40 CFR Parts 7 and 12 USDA at 7 CFR Part 15b				

				CFR part 164 504 (e)(1) between collaborating institutions. Guidance available at <a href="http://privacyruleandresearch.nih.gov/">http://privacyruleandresearch.nih.gov/</a>
b. For animals:	All	All		Requirements flow down to subrecipients
<p>1. Rules on animal acquisition, transport, care, handling, and use in: (i) 9 CFR Parts 1-4, Department of Agriculture rules that implement the Laboratory Animal Welfare Act of 1966 [7 U.S.C. §§ 2131 et seq.</p> <p>Public Health Service Agencies must follow requirements in the PHS Policy on Humane Care and Use of Laboratory Animals, which implements PL 99-158, Sec. 495.</p> <p>NASA requirements for animal welfare are set forth at 14 CFR Part 1232'</p> <p>NSF requires compliance with the Animal Welfare Act.] and the regulations promulgated hereunder by the Secretary of Agriculture [9 CFR §§ 1.1-4.11] pertaining to the humane care, handling, and treatment of vertebrate animals held or used for research, teaching or other activities supported by Federal awards. The grantee also is expected to ensure that the guidelines described in the National Academy of Science (NAS) Publication, "<u>Guide for the Care and Use of Laboratory Animals</u>" (1996) are followed and to comply with the <i>Public Health Service Policy and Government Principles Regarding the Care and Use of Animals</i> (included as Appendix D to the NAS Guide).</p> <p>EPA at 40 CFR Part 40. For USDA/CSREES, "In the case of domestic farm animals housed under farm conditions, the institution should adhere to the principles stated in the Guide for the Care and Use of Agricultural Animals in Agriculture and Teaching, Federation of Animal Science Societies, 1999."</p>			Research, experimentation, or testing involving the use of animals USDA regulations exempt birds, most rats and mice bred for research, and farm animals used for agricultural research.	

flood insurance, when available, for Federally assisted construction or acquisition in flood-prone areas.					1500-1508, Executive Order 11514 [3 CFR, 1966-1970 Comp., p. 902], as amended by Executive Order 11991, sets policies and procedures for considering actions in the U.S. Executive Orders 11988 [3 CFR, 1977 Comp., p. 117] and 11990 [3 CFR, 1977 Comp., p. 121] specify additional considerations, when actions involve floodplains or wetlands, respectively.
DOE at 10 CFR Part 1022					
3. Coastal barriers, and provide help the agency may need to comply with the Coastal Barriers Resource Act (16 U.S.C. 3501, et. seq.), concerning preservation of barrier resources.  EPA at 40 CFR Part 6	Grants, cooperative agreements, and other "financial assistance" (see 42 U.S.C. 4003).	All		Awards that may affect barriers along the Atlantic and Gulf coasts and Great Lakes' shores	42 U.S.C. 4012a prohibits awards for acquisition or construction in flood-prone areas (Federal Emergency Management Agency publishes lists of such areas in the Federal Register), unless recipient has required insurance. If action is in a floodplain, Executive Order 11988 [3 CFR, 1977 Comp., p. 117] specifies additional pre-award procedures for Federal agencies. Recipients are to apply requirements to subawards ("financial assistance," defined at 42 U.S.C. 4003, includes indirect Federal assistance).
4. All existing or proposed component of the National Wild and Scenic Rivers system, and provide help the agency may need to comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271, et seq.). EPA at 40 CFR Part 6	Grants, cooperative agreements, and other "financial assistance" (see 16 U.S.C. 3502).	All		Awards that may affect existing or proposed element of National Wild and Scenic Rivers system.	Requirements flow to subawards (16 U.S.C. 3502 includes indirect assistance as "financial assistance").
5. Underground sources of drinking water in areas that have an aquifer that is the sole or principal drinking water source, and provide help the agency	All	All		Construction in All area with aquifer that the EPA finds would create public health hazard, if contaminated.	42 U.S.C. 300h-3(e) precludes awards of Federal financial assistance for All

<b>Metric System</b> 15 USC 205 a-k and Executive Order 12770 EPA at 40 CFR Part 30	All	All	All	15 CFR Part 19, Subpart B
<b>Labor Standards under Federally Assisted Construction: Construction Work Hours and Safety Standards Act</b>	All	All	Alterations and Renovations > \$500,000	40 USC 327-333
<b>Drug Free Workplace</b> Public Law 100-690, Title V DOC at 15 CFR Part 29 EPA at 40 CFR Part 36 HHS at 45 CFR Part 82 NSF at 45 CFR Part 630 DoD at 32 CFR Part 26 USDA at 7 CFR Part 3021 DOE at 10 CFR Part 607 NASA at 14 CFR Part 1267	All	All		41 USC 701 <i>et seq.</i>
<b>Government-wide Debarment and Suspension (Nonprocurement)</b>  USDA at 7 CFR Part 3017 NSF at 2 CFR Part 2520 HHS at 2 CFR part 376 DOD at 32 CFR Part 25 EPA at 40 CFR Part 32 DOE at 10 CFR Part 606 NASA at 2 CFR Part 1880 DOC at 2 CFR Part 1326	All	All		42 USC 1870 (a); Sec. 2455, PL 103-355, 108 Stat. 3327 (31 USC 6101 note); EO 12549 (3 CFR, 1986 Comp., p. 189); EO 12689 (3 CFR, 1989 Comp., p. 235)
<b>False Claims Act Provisions</b>				
EPA at 40 CFR Part 32 Civil False Claims Act	All	All	All	31 USC 2739
EPA at 40 CFR Part 32 <b>Criminal False Claims Act</b>	All	All	All	18 USC 287 and 1001
18 USC 287 and 1001				

				seq.)
Investigational New Drug Applications	All.	All	All clinical trial investigations of products that are subject to section 505 or 507 of the Federal Food, Drug, and Cosmetic Act or to the licensing provisions of the PHS Act (58 Stat. 632, as amended (42 USC 201, et seq.))	Food and Drug Administration (FDA), 21 CFR parts 50 and 312
U.S. Flag Air Carriers	All	All	Any air transportation to, from, between, or within a country other than the U.S. of persons or property, the expense of which will be assisted by Federal funding, must be performed by or under a code-sharing arrangement with a U.S.-flag air carrier if service provided by such a carrier is available (see Comp Gen. Decision B-240956, dated September 25, 1991).	49 USC 40118 See also General Services Administration amendment to the Federal Travel Regulations, Federal Register (Vol. 63, No. 219, 63417-63421)
Research Misconduct	All	All	All	[Federal Register: December 6, 2000 (Volume 65, Number 235)] [Page 76260-76264]
Policies and responsibilities associated with prevention, detection, and handling of misconduct in science allegations as stipulated in agency implementing regulations: NSF at 45 CFR Part 689 NASA at 14 CFR Part 1275 HHS at 42 CFR Part 93, Subpart A				

<p><b>Executive Order 13224, dated September 23, 2001.</b> Executive Order 13224 gives the U.S. government a powerful tool to impede terrorist funding and is part of our national commitment to lead the international effort to bring a halt to the evil of terrorist activity. President Bush issued Executive Order 13224 pursuant to the authorities of the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.)(IEEPA), the National Emergencies Act (50 U.S.C. 1601 et seq.), section 5 of the United Nations Participation Act of 1945, as amended (22 U.S.C. 287c)(UNPA), and section 301 of title 3, United States Code.</p>			<p>In general terms, the Order provides a means by which to disrupt the financial support network for terrorists and terrorist organizations by authorizing the U.S. government to designate and block the assets of foreign individuals and entities that commit, or pose a significant risk of committing, acts of terrorism. In addition, because of the pervasiveness and expansiveness of the financial foundations of foreign terrorists, the Order authorizes the U.S. government to block the assets of individuals and entities that provide support, services, or assistance to, or otherwise associate with, terrorists and terrorist organizations designated under the Order, as well as their subsidiaries, front organizations, agents, and associates.</p>	
<p><b>Paperwork Reduction Act</b></p>	<p>All</p>	<p>All</p>	<p>When data is collected from respondents using a questionnaire or other survey instrument.</p>	<p>Data collection activities, if any, performed under this project are the responsibility of the recipient, and awarding agency support of the project does not constitute approval of any survey design, questionnaire content, or data collection procedures. The recipient shall not represent to respondents that such data are being collected for or in association with the awarding agency without the specific written approval of the cognizant awarding agency official of such data collection plan or instrument. However, this requirement is not intended to preclude mention of awarding agency support of the project in response to an</p>



			<p>Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either--A. Associated with performance under this award; or B. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the agency in its regulatory implementation of the OMB guidelines in 2 CFR part 180. b. Provision applicable to a recipient other than a private entity. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity--1. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either--i. Associated with</p>
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<b>Delinquency on Federal Debt</b> 2 CFR Part 215.22(h)(2) HHS at 45 CFR Part 74.22(h)(2)	All	All	All	Agency to withhold payment to recipient or subrecipient who is delinquent in a debt to the US as defined in OMB Circular A-29.
<b>Conflict of Interest</b> Financial Disclosure Applies to DHHS/NSF awards only	Grants and cooperative agreements		All	Flowdown to subrecipients shall be as stipulated in agency implementation of the conflict of interest requirements
NSF Requirement: Requires each recipient to maintain an appropriate and enforced policy on conflict of interest consistent with the provisions of NSF Award & Administration Guide Chapter IV.A (which also is published at 60 Federal Register 35820).  HHS at 42 CFR Part 50, Subpart F		Applies to each grantee institution employing more than fifty persons.  All, except SBIR Phase I recipients		
<b>Lobbying Prohibitions</b>  45 CFR Part 93, HHS Appropriations Language DOE appropriations language at Energy and Water Development Appropriations Act § 601 and Interior and Related Agencies Appropriations Act § 303 (subject to change).  Special Appropriation Language applies to DOE, EPA, and HHS only	All	All	The recipient agrees that none of the funds obligated on the award shall be expended, directly or indirectly, to influence congressional action on any legislation or appropriation matters pending before Congress, other than to communicate to Member of Congress as described in 18 U.S.C. 1913. In addition, the recipient agrees that none of the funds obligated on the award shall be made available for any activity or the publication or distribution of literature that in any way tends to promote public support or opposition to any legislative proposal on which Congressional action is not complete.	

				46; HHS Appropriations Language
Applies to HHS awards only <b>Research of Transplantation of Fetal Tissue</b>	All	All	All	
Applies to HHS awards only <b>Limitation on use of funds for Promotion of legalization of controlled substances</b>	All	All	All	PHS Act, Section 489A
Applies to HHS awards only <b>Acknowledgement of Federal Funding</b>	All	All	All	HHS Appropriations Language (subject to annual change)
Applies to HHS awards only <b>Confidentiality of Patient Records</b>	All	All	All	HHS Appropriations Language (subject to Annual change)
Applies to PHS awards only			Research involving Human Subjects	PHS Act, Section 543 42 CFR Part 2
<b>Public Access Policy</b>	All	All	Publications arising from NIH support	NIH Appropriations Act language (subject to annual change) PL 110-161
Applies to NIH awards only <b>Clinicaltrials.gov</b>				PIs must submit final peer-reviewed manuscript to NIH PubMed Central database
Applies to HHS awards only	All	All	Clinical trials	PL 110-85
<b>Recombinant DNA Molecules</b>  All research that falls within the scope of the Guidelines for Research Involving Recombinant DNA Molecules (NIH Guidelines) shall comply with the Guidelines, including All procedural requirements. See 59 FR Volume 598, No. 127, July 5, 1994, 34495-34547	All	All	Research involving recombinant DNA	
Applies to NIH/NSF/USDA-CSREES awards only <b>Military Recruiters</b>	All	Domestic institution of higher education (see 32 CFR 22.520).	All	

EPA Awards Only EPA at 40 CFR Part 30				
<b>Minority Business Enterprises/Women's Business Enterprises</b> – Requires all grantees doing research under the Clean Air Act to try to reach a 10 percent goal in awarding contracts for supplies, equipment, contracts, and construction to minority business enterprises/women's business enterprises.	Grants and cooperative agreements	All	Research under the Clean Air Act	Public Law 101-549
EPA Awards Only EPA at 40 CFR Part 33				
<b>Assurances to be flowed down to other than Colleges and Universities</b>				
<b>Pro-Children Act</b>	All	All	Applicable if funded by Federal programs either directly or through State or local governments. Does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, portions of facilities used for inpatient drug or alcohol treatment, or facilities where Women, Infants, and Children (WIC) coupons are redeemed	
PL 103-227, Title X, Part C  Prohibits smoking in indoor buildings that provides specific Federal services (health, day care, education or library) to children under the age of 18.  Applies to HHS and Agriculture awards only.				
<b>Hatch Act</b>	Grants or loans	State and local governments	All but employees of educational or research institutions supported by State; political subdivision thereof; or religious, philanthropic, or cultural organization	
The recipient agrees to comply with the Hatch Act (5 U.S.C. 1501-1508 and 7324-7328), as implemented by the Office of Personnel Management at 5 CFR Part 151, which limits political activity of employees or officers of State or local governments whose employment is connected to an activity financed in whole or part with Federal funds				

**RESEARCH  
TERMS AND CONDITIONS  
July 1, 2008**

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<p><b>SUBPART A - General</b></p> <p><b>§215.1 Purpose.</b>                      This part establishes uniform administrative requirements for Federal grants and agreements awarded to institutions of higher education, hospitals, and other non-profit organizations. Federal awarding agencies shall not impose additional or inconsistent requirements, except as provided in §215.4, and §215.14 or unless specifically required by Federal statute or executive order. Non-profit organizations that implement Federal programs for the States are also subject to State requirements.</p> <p><b>§215.2 Definitions.</b>                      (a) <u>Accrued expenditures</u> means the charges incurred by the recipient during a given period requiring the provision of funds for:                      (1) Goods and other tangible property received;                      (2) Services performed by employees, contractors, subrecipients, and other payees; and,                      (3) Other amounts becoming owed under programs for which no current services or performance is required.                      (b) <u>Accrued income</u> means the sum of:                      (1) Earnings during a given period from:                      (i) Services performed by the recipient, and</p>	<p><b>I. GENERAL</b></p> <p><b>1. Purpose.</b>                      These Research General Terms and Conditions implement the requirements of U. S. Office of Management and Budget Circulars, statutes, Executive orders and other requirements as they apply to grants made by Federal awarding agencies to educational and non-profit organizations. These terms and conditions:</p> <p>(a) Incorporate portions of the Circulars by reference, clarifying or supplementing selected provisions where appropriate and consistent with government-wide policy.</p> <p>(b) Apply to an award when included as part of the award or when incorporated in the award by reference.</p> <p><b>2. Definitions.</b>                      These general terms and conditions incorporate 2 CFR 215.2 (previously Section 2 of OMB Circular A-110) with the following additions and clarifications:</p>

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<p>completed or the date on the award document, or any supplement or amendment thereto, on which Federal sponsorship ends.</p> <p>(k) <u>Disallowed costs</u> means those charges to an award that the Federal awarding agency determines to be unallowable, in accordance with the applicable Federal cost principles or other terms and conditions contained in the award.</p> <p>(l) <u>Equipment</u> means tangible nonexpendable personal property including exempt property charged directly to the award having a useful life of more than one year and an acquisition cost of \$5000 or more per unit. However, consistent with recipient policy, lower limits may be established.</p> <p>(m) <u>Excess property</u> means property under the control of any Federal awarding agency that, as determined by the head thereof, is no longer required for its needs or the discharge of its responsibilities.</p> <p>(n) <u>Exempt property</u> means tangible personal property acquired in whole or in part with Federal funds, where the Federal awarding agency has statutory authority to vest title in the recipient without further obligation to the Federal Government. An example of exempt property authority is contained in the Federal Grant and Cooperative Agreement Act (31 U.S.C. 6306), for property acquired under an award to conduct basic or applied research by a non-profit institution of higher education or non-profit organization whose principal purpose is conducting scientific research.</p> <p>(o) <u>Federal awarding agency</u> means the Federal agency that provides an award to the recipient.</p> <p>(p) <u>Federal funds authorized</u> means the total amount of Federal funds obligated by the Federal Government for use by the recipient. This amount may include any authorized carryover of unobligated funds from prior funding periods when permitted by agency regulations or agency implementing instructions.</p>	<p>(b) If the recipient establishes a lower limit than \$5,000 for "equipment," as permitted by the definition in paragraph __.2(1), then any item with an acquisition cost less than \$5,000 that is charged directly to the award is:</p> <p>(1) Subject to the requirement in paragraph (a)(3)(ii) of Article 34 to account for equipment in order to ensure that depreciation or use charges are not included in a proposal for indirect or Facilities and Administration costs.</p> <p>(2) Not subject to any other property standards for equipment specified in Article 34.</p> <p>(c) "Federal awarding agency" means the Federal agency that made this award.</p>

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<p>(x) <u>Program income</u> means gross income earned by the recipient that is directly generated by a supported activity or earned as a result of the award (see exclusions in §215.24(e) and (h)). Program income includes, but is not limited to, income from fees for services performed, the use or rental of real or personal property acquired under federally-funded projects, the sale of commodities or items fabricated under an award, license fees and royalties on patents and copyrights, and interest on loans made with award funds. Interest earned on advances of Federal funds is not program income. Except as otherwise provided in Federal awarding agency regulations or the terms and conditions of the award, program income does not include the receipt of principal on loans, rebates, credits, discounts, etc., or interest earned on any of them.</p> <p>(y) <u>Project costs</u> means all allowable costs, as set forth in the applicable Federal cost principles, incurred by a recipient and the value of the contributions made by third parties in accomplishing the objectives of the award during the project period.</p> <p>(z) <u>Project period</u> means the period established in the award document during which Federal sponsorship begins and ends.</p> <p>(aa) <u>Property</u> means, unless otherwise stated, real property, equipment, intangible property and debt instruments.</p> <p>(bb) <u>Real property</u> means land, including land improvements, structures and appurtenances thereto, but excludes movable machinery and equipment.</p> <p>(cc) <u>Recipient</u> means an organization receiving financial assistance directly from Federal awarding agencies to carry out a project or program. The term includes public and private institutions of higher education, public and private hospitals, and other quasi-public and private non-profit organizations such as, but not limited to, community action agencies, research institutes, educational associations, and health centers. The term may include commercial organizations, foreign or international organizations (such as agencies of the United Nations) which are recipients, subrecipients, or contractors or subcontractors of recipients or subrecipients at the discretion of the Federal awarding agency. The term does not include government-owned contractor-operated facilities or research centers providing continued support for mission-oriented, large-scale programs that are government-owned or controlled, or are designated as federally-funded research and development centers.</p>	<p>(e) "Program income," as defined in 2 CFR 215.2(x), does not include the receipt of principal on loans, rebates, credits, discounts, etc., or interest earned on any of them, unless the agency-specific requirements provide otherwise.</p> <p>(f) The term "property" includes supplies in addition to other types of property identified in the definition in 2 CFR 215.2(aa).</p> <p>(g) The term "recipient" means the organization that received this award.</p>



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<p>funding agreement ("subject inventions"), as defined in 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts, and Cooperative Agreements."</p> <p>(ii) <u>Suspension</u> means an action by a Federal awarding agency that temporarily withdraws Federal sponsorship under an award, pending corrective action by the recipient or pending a decision to terminate the award by the Federal awarding agency. Suspension of an award is a separate action from suspension under Federal agency regulations implementing E.O. 12549 (51 FR 6370, 3 CFR, 1986 Comp., p. 189) and E.O. 12689 (54 FR 34131, 3 CFR, 1989 Comp., p. 235), "Debarment and Suspension."</p> <p>(jj) <u>Termination</u> means the cancellation of Federal sponsorship, in whole or in part, under an agreement at any time prior to the date of completion.</p> <p>(kk) <u>Third party in-kind contributions</u> means the value of non-cash contributions provided by non-Federal third parties. Third party in-kind contributions may be in the form of real property, equipment, supplies and other expendable property, and the value of goods and services directly benefiting and specifically identifiable to the project or program.</p> <p>(ll) <u>Unliquidated obligations</u>, for financial reports prepared on a cash basis, means the amount of obligations incurred by the recipient that have not been paid. For reports prepared on an accrued expenditure basis, they represent the amount of obligations incurred by the recipient for which an outlay has not been recorded.</p> <p>(mm) <u>Unobligated balance</u> means the portion of the funds authorized by the Federal awarding agency that has not been obligated by the recipient and is determined by deducting the cumulative obligations from the cumulative funds authorized.</p> <p>(nn) <u>Unrecovered indirect cost</u> means the difference between the amount awarded and the amount which could have been awarded under the recipient's approved negotiated indirect cost rate.</p> <p>(oo) <u>Working capital advance</u> means a procedure where by funds are advanced to</p>	<p>performance of work under a funding agreement ("subject inventions"), as defined in 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts, and Cooperative Agreements."</p>

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<p>2015, and 49 CFR part 18.</p> <p><b>Subpart B—Pre-Award Requirements</b></p>	<p><b>II. PREAWARD REQUIREMENTS</b></p> <p><b>10. Purpose.</b> These General Terms and Conditions:</p> <p>(a) Do not implement 2 CFR 215.11, 215. or 12, (previously Sections __.11, __.12, or __.14 of OMB Circular A-110 , “Pre-award policies,” and “Forms for applying for Federal assistance,”), because they address pre-award matters that are not appropriate for award terms and conditions.</p> <p>(b) Do not implement 2 CFR 215.14, “Special Award Conditions,” because implementation of that section is appropriately addressed in award-specific terms and conditions on a case-by-case basis, rather than in these general terms and conditions.</p> <p>(c) Implement 2 CFR 215.13 and 215.15 (previously Sections __.13 and __.15 of OMB Circular A-110, “Debarment and suspension” and “Metric system of measurement,” respectively) in the national policy requirements found in Appendix C of these General Terms and Conditions.</p> <p>(d) Implement 2 CFR 215.16 (previously Section __.16 of OMB Circular A-110, “Resource Conservation and Recovery Act (RCRA)”) in paragraph (d) of Article 40 because it relates to procurements under an award.</p> <p>(e) Address matters related to 2 CFR 215.17 (previously Section __.17 of OMB Circular A-110, “Certifications and representations”) in Article 11, “National Policy Requirements.”</p> <p><b>11. National policy requirements.</b></p> <p>The national policy requirements are contained in Appendix C of these General Terms and Conditions.</p> <p>Should an applicable national requirement be missing from the matrix, recipients and subrecipients are nevertheless responsible for compliance with applicable national policy requirements.</p>

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<p><b>§215.21 Standards for financial management systems.</b></p> <p>(a) Federal awarding agencies shall require recipients to relate financial data to performance data and develop unit cost information whenever practical.</p> <p>(b) Recipients' financial management systems shall provide for the following.</p> <p>(1) Accurate, current and complete disclosure of the financial results of each federally-sponsored project or program in accordance with the reporting requirements set forth in §215.52. If a Federal awarding agency requires reporting on an accrual basis from a recipient that maintains its records on other than an accrual basis, the recipient shall not be required to establish an accrual accounting system. These recipients may develop such accrual data for its reports on the basis of an analysis of the documentation on hand.</p> <p>(2) Records that identify adequately the source and application of funds for federally-sponsored activities. These records shall contain information pertaining to Federal awards, authorizations, obligations, unobligated balances, assets, outlays, income and interest.</p> <p>(3) Effective control over and accountability for all funds, property and other assets. Recipients shall adequately safeguard all such assets and assure they are used solely for authorized purposes.</p> <p>(4) Comparison of outlays with budget amounts for each award. Whenever appropriate, financial information should be related to performance and unit cost data.</p> <p>(5) Written procedures to minimize the time elapsing between the transfer of funds to the recipient from the U.S. Treasury and the issuance or redemption of checks, warrants or payments by other means for program purposes by the recipient. To the extent that the provisions of the Cash Management Improvement Act (CMIA) (Public Law 101-453) govern, payment methods of State agencies, instrumentalities, and fiscal agents shall be consistent with CMIA Treasury-State Agreements or the CMIA default procedures codified at 31 CFR part 205, "Withdrawal of Cash from the Treasury for Advances under Federal Grant and Other Programs."</p> <p>(6) Written procedures for determining the reasonableness, allocability and allowability of costs in accordance with the provisions of the applicable Federal cost</p>	<p><b>21. Standards for financial management systems.</b> The recipient's financial management system shall meet the standards specified in paragraph (b) of 2 CFR 215.21.</p>

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<p>of cash advances shall be as close as is administratively feasible to the actual disbursements by the recipient organization for direct program or project costs and the proportionate share of any allowable indirect costs.</p> <p>(c) Whenever possible, advances shall be consolidated to cover anticipated cash needs for all awards made by the Federal awarding agency to the recipient.</p> <p>(1) Advance payment mechanisms include, but are not limited to, Treasury check and electronic funds transfer.</p> <p>(2) Advance payment mechanisms are subject to 31 CFR part 205.</p> <p>(3) Recipients shall be authorized to submit requests for advances and reimbursements at least monthly when electronic fund transfers are not used.</p> <p>(d) Requests for Treasury check advance payment shall be submitted on SF-270, "Request for Advance or Reimbursement," or other forms as may be authorized by OMB. This form is not to be used when Treasury check advance payments are made to the recipient automatically through the use of a predetermined payment schedule or if precluded by special Federal awarding agency instructions for electronic funds transfer.</p> <p>(e) Reimbursement is the preferred method when the requirements in §215.12(b) cannot be met Federal awarding agencies may also use this method on any construction agreement, or if the major portion of the construction project is accomplished through private market financing or Federal loans, and the Federal assistance constitutes a minor portion of the project.</p> <p>(1) When the reimbursement method is used, the Federal awarding agency shall make payment within 30 days after receipt of the billing, unless the billing is improper.</p> <p>(2) Recipients shall be authorized to submit request for reimbursement at least monthly when electronic funds transfers are not used.</p> <p>(f) If a recipient cannot meet the criteria for advance payments and the Federal awarding agency has determined that reimbursement is not feasible because the recipient lacks sufficient working capital, the Federal awarding agency may provide cash on a working capital advance basis. Under this procedure, the Federal awarding</p>	<p>that are specified by the HHS as being necessary to facilitate direct deposit in HHS' account at the Department of the Treasury.</p> <p>(2) Recipients that do not have electronic remittance capability should send a check to the address in section (b) above.</p>

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<p>women-owned and minority-owned business enterprises, recipients shall be encouraged to use women- owned and minority-owned banks (a bank which is owned at least 50 percent by women or minority group members).</p> <p>(k) Recipients shall maintain advances of Federal funds in interest bearing accounts, unless paragraphs (k)(1), (2) or (3) of this section apply.</p> <p>(1) The recipient receives less than \$120,000 in Federal awards per year.</p> <p>(2) The best reasonably available interest bearing account would not be expected to earn interest in excess of \$250 per year on Federal cash balances.</p> <p>(3) The depository would require an average or minimum balance so high that it would not be feasible within the expected Federal and non-Federal cash resources.</p> <p>(l) For those entities where CMIA and its implementing regulations at 31 CFR part 205 do not apply, interest earned on Federal advances deposited in interest bearing accounts shall be remitted annually to Department of Health and Human Services, Payment Management System, Rockville, MD 20852. Interest amounts up to \$250 per year may be retained by the recipient for administrative expense. State universities and hospitals shall comply with CMIA, as it pertains to interest. If an entity subject to CMIA uses its own funds to pay pre-award costs for discretionary awards without prior written approval from the Federal awarding agency, it waives its right to recover the interest under CMIA.</p> <p>(m) Except as noted elsewhere in this part, only the following forms shall be authorized for the recipients in requesting advances and reimbursements. Federal agencies shall not require more than an original and two copies of these forms.</p> <p>(1) SF-270, Request for Advance or Reimbursement. Each Federal awarding agency shall adopt the SF-270 as a standard form for all nonconstruction programs when electronic funds transfer or predetermined advance methods are not used. Federal awarding agencies, however, have the option of using this form for construction programs in lieu of the SF-271, "Outlay Report and Request for Reimbursement for Construction Programs."</p> <p>(2) SF-271, Outlay Report and Request for Reimbursement for Construction Programs. Each Federal awarding agency shall adopt the SF-271 as the standard form to be used for requesting reimbursement for construction programs. However,</p>	

Research General Terms and Conditions

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<p>the donated property, even if it exceeds the certified value at the time of donation to the project.</p> <p>(d) Volunteer services furnished by professional and technical personnel, consultants, and other skilled and unskilled labor may be counted as cost sharing or matching if the service is an integral and necessary part of an approved project or program. Rates for volunteer services shall be consistent with those paid for similar work in the recipient's organization. In those instances in which the required skills are not found in the recipient organization, rates shall be consistent with those paid for similar work in the labor market in which the recipient competes for the kind of services involved. In either case, paid fringe benefits that are reasonable, allowable, and allocable may be included in the valuation.</p> <p>(e) When an employer other than the recipient furnishes the services of an employee, these services shall be valued at the employee's regular rate of pay (plus an amount of fringe benefits that are reasonable, allowable, and allocable, but exclusive of overhead costs), provided these services are in the same skill for which the employee is normally paid.</p> <p>(f) Donated supplies may include such items as expendable equipment, office supplies, laboratory supplies or workshop and classroom supplies. Value assessed to donated supplies included in the cost sharing or matching share shall be reasonable and shall not exceed the fair market value of the property at the time of the donation.</p> <p>(g) The method used for determining cost sharing or matching for donated equipment, buildings and land for which title passes to the recipient may differ according to the purpose of the award, if paragraphs (g)(1) or (2) of this section apply.</p> <p>(1) If the purpose of the award is to assist the recipient in the acquisition of equipment, buildings or land, the total value of the donated property may be claimed as cost sharing or matching.</p> <p>(2) If the purpose of the award is to support activities that require the use of equipment, buildings or land, normally only depreciation or use charges for equipment and buildings may be made. However, the full value of equipment or other capital assets and fair rental charges for land may be allowed, provided that the</p>	

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<p>recipient and used to further eligible project or program objectives.</p> <p>(2) Used to finance the non-Federal share of the project or program.</p> <p>(3) Deducted from the total project or program allowable cost in determining the net allowable costs on which the Federal share of costs is based.</p> <p>(c) When an agency authorizes the disposition of program income as described in paragraphs (b)(1) or (b)(2) of this section, program income in excess of any limits stipulated shall be used in accordance with paragraph (b)(3) of this section.</p> <p>(d) In the event that the Federal awarding agency does not specify in its regulations or the terms and conditions of the award how program income is to be used, paragraph (b)(3) of this section shall apply automatically to all projects or programs except research. For awards that support research, paragraph (b)(1) of this section shall apply automatically unless the awarding agency indicates in the terms and conditions another alternative on the award or the recipient is subject to special award conditions, as indicated in §215.14.</p> <p>(e) Unless Federal awarding agency regulations or the terms and conditions of the award provide otherwise, recipients shall have no obligation to the Federal Government regarding program income earned after the end of the project period.</p> <p>(f) If authorized by Federal awarding agency regulations or the terms and conditions of the award, costs incident to the generation of program income may be deducted from gross income to determine program income, provided these costs have not been charged to the award.</p> <p>(g) Proceeds from the sale of property shall be handled in accordance with the requirements of the Property Standards (See §215.30 through §215.37).</p> <p>(h) Unless Federal awarding agency regulations or the terms and condition of the award provide otherwise, recipients shall have no obligation to the Federal Government with respect to program income earned from license fees and royalties for copyrighted material, patents, patent applications, trademarks, and inventions produced under an award. However, Patent and Trademark Amendments (35 U.S.C. 18) apply to inventions made under an experimental, developmental, or research award.</p>	<p>with 215.24(e).</p> <p>(c) The recipient will have no obligation to the Federal Government for program income earned from license fees and royalties for copyrighted material, in accordance with 215.24(h).</p>

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<p>Research and Development under Grants and Contracts with Hospitals;" and (iv) 48 CFR part 31, "Contract Cost Principles and Procedures."</p> <p>(7) The transfer of funds allotted for training allowances (direct payment to trainees) to other categories of expense.</p> <p>(8) Unless described in the application and funded in the approved awards, the subaward, transfer or contracting out of any work under an award. This provision does not apply to the purchase of supplies, material, equipment or general support services.</p> <p>(d) No other prior approval requirements for specific items may be imposed unless a deviation has been approved by OMB.</p> <p>(e) Except for requirements listed in paragraphs (c)(1) and (c)(4) of this section, Federal awarding agencies are authorized, at their option, to waive cost-related and administrative prior written approvals required by 2 CFR parts 220 and 230 (OMB Circulars A-21 and A-122). Such waivers may include authorizing recipients to do any one or more of the following.</p> <p>(1) Incur pre-award costs 90 calendar days prior to award or more than 90 calendar days with the prior approval of the Federal awarding agency. All pre-award costs are incurred at the recipient's risk (i.e., the Federal awarding agency is under no obligation to reimburse such costs if for any reason the recipient does not receive an award or if the award is less than anticipated and inadequate to cover such costs).</p> <p>(2) Initiate a one-time extension of the expiration date of the award of up to 12 months unless one or more of the following conditions apply. For one-time extensions, the recipient must notify the Federal awarding agency in writing with the supporting reasons and revised expiration date at least 10 days before the expiration date specified in the award. This one-time extension may not be exercised merely for the purpose of using unobligated balances.</p> <p>(i) The terms and conditions of award prohibit the extension.</p> <p>(ii) The extension requires additional Federal funds.</p> <p>(iii) The extension involves any change in the approved objectives or scope of the</p>	<p>The Federal awarding agency is not liable for any obligations, expenditures, or commitments that require any amount in excess of the presently available Federal funds authorized. Any commitments, obligations, or expenditures in excess of that amount of Federal funds will be made at the recipient's risk. The receipt of any prospective funding is contingent upon the availability of funds, satisfactory performance, continued relevance to the program objectives, and will be at the sole discretion of the Federal awarding agency. The recipient will be responsible for any and all termination costs it may incur should prospective funding not become available. No legal liability will exist or result on the part of the Federal Government for payment of any portion of the remaining funds which have not been made available under the award. Notifications affecting the funding or notice of non-availability of additional funding for prospective years will be made only by the Grants Officer, Contracting Officer, or other authorized official of the Federal awarding agency.</p> <p>(4) The transfer, by contract or other means, of a significant part of the research or substantive programmatic effort, unless described in the approved application or approved modifications to the award. The recipient must submit a justification, a description of the scientific/technical impact on the project, and a budget estimate to the cognizant Federal awarding agency official.</p> <p>(c) All prior approvals required in OMB Circulars A-21 and A-122, except those waived in subparagraphs (1) – (5) of this Article, and in Article 27, must be obtained. The recipient is authorized to do any one or more of the following:</p> <p>(1) Incur pre-award costs 90 calendar days prior to award (or more than 90 calendar days with the prior approval of the Federal awarding agency). Pre-award expenditures prior to funding of an increment within a multiple-year project, including any optional years, are not subject to this limitation or approval requirement.</p> <p>All costs are incurred at the recipient's risk (i.e., the Federal awarding agency is under no obligation to reimburse such costs if for any reason the</p>



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<p>the recipient to request prior approval from the Federal awarding agency before making any fund or budget transfers between the two types of work supported.</p> <p>(k) For both construction and nonconstruction awards, Federal awarding agencies shall require recipients to notify the Federal awarding agency in writing promptly whenever the amount of Federal authorized funds is expected to exceed the needs of the recipient for the project period by more than \$5000 or five percent of the Federal award, whichever is greater. This notification shall not be required if an application for additional funding is submitted for a continuation award.</p> <p>(l) When requesting approval for budget revisions, recipients shall use the budget forms that were used in the application unless the Federal awarding agency indicates a letter of request suffices.</p> <p>(m) Within 30 calendar days from the date of receipt of the request for budget revisions, Federal awarding agencies shall review the request and notify the recipient whether the budget revisions have been approved. If the revision is still under consideration at the end of 30 calendar days, the Federal awarding agency shall inform the recipient in writing of the date when the recipient may expect the decision.</p> <p><b>§215.26 Non-Federal audits.</b></p> <p>(a) Recipients and subrecipients that are institutions of higher education or other non-profit organizations (including hospitals) shall be subject to the audit requirements contained in the Single Audit Act Amendments of 1996 (31 USC 7501-7507) and revised OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations."</p> <p>(b) State and local governments shall be subject to the audit requirements contained in the Single Audit Act Amendments of 1996 (31 USC 7501-7507) and revised OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations."</p> <p>(c) For-profit hospitals not covered by the audit provisions of revised OMB Circular A-133 shall be subject to the audit requirements of the Federal awarding agencies.</p> <p>(d) Commercial organizations shall be subject to the audit requirements of the Federal awarding agency or the prime recipient as incorporated into the award</p>	<p>budget forms that were used in the application unless the Federal awarding agency states in its Agency-Specific Requirements that a letter of request suffices.</p> <p>(2) Within 30 calendar days from the date of receipt of the request for budget revisions, the Federal awarding agency shall review the request and notify the recipient whether the budget revisions have been approved. If the revision is still under consideration at the end of 30 calendar days, the Federal awarding agency shall inform the recipient in writing of the date when the recipient may expect the decision.</p> <p>(e) The recipient shall notify the Federal awarding agency in writing promptly whenever the amount of Federal authorized funds is expected to exceed the needs of the recipient for the project period by more than \$5000 or five percent of the Federal award, whichever is greater. This notification is not required if an application for additional funding is submitted for a continuation award.</p> <p><b>26. Non-Federal audits.</b></p> <p>The recipient will obtain audits and require subrecipients to obtain audits in accordance with 2 CFR 215.26.</p>

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	<p>paragraph J.40. of OMB Circular A-21], subject to the following conditions:</p> <ul style="list-style-type: none"> <li>(A) The alteration or renovation must be essential to the project supported;</li> <li>(B) The facility to be altered or renovated must have a useful life consistent with research purposes and be architecturally and structurally suitable for conversion to the type of space required;</li> <li>(C) The space involved must actually be occupied by the project or program;</li> <li>(D) The space must be suitable for human occupancy before alteration or renovation work is started, except where the purpose of the alteration or renovation is to make the space suitable for some purpose other than human occupancy (e.g., storage);</li> <li>(E) If the space is rented, evidence must be provided that the terms of the lease are compatible with the alteration and renovation proposed.</li> </ul> <p>(2) The following clarification applies to the standard in paragraph c.4.d. of OMB Circular A-21, which relates to allocation of costs for interrelated projects supported by multiple Federal awards: The interrelationship between or among projects does not have to be formally stipulated, but must be demonstrable on the basis of the following criteria. Either: (a) the theoretical approaches are interrelated; (b) studies of the same phenomena are conducted by the same or different techniques; or (c) studies of different phenomena are conducted by the same technique.</p> <p>(b) Nonprofit organizations covered by OMB Circular A-122. The Federal awarding agency hereby approves the inclusion of certain costs for which the agency's prior approval is required by the cost principles for nonprofit organizations, in OMB Circular A-122. Agency approval is granted for the recipient to:</p> <ul style="list-style-type: none"> <li>(1) Include as direct charges capital expenditures for general purpose equipment or special purpose equipment, but only if the equipment is primarily used in the actual conduct of the research, as stated in paragraph 34.(c) of Article 34 of these General Terms and Conditions [reference</li> </ul>

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	<p>(6) Include costs for foreign travel outside of Canada and the United States and its territories and possessions [reference paragraph 51.e. of Attachment B to OMB Circular A-122.]</p> <p>(c) Hospitals covered by 45 CFR 74, Appendix E. The Federal awarding agencies hereby approve the inclusion of certain costs for which the agency's prior approval is required by the cost principles for hospitals, in 45 CFR 74, Appendix E. Agency approval is granted for the recipient to:</p> <p>(1) Include as direct charges capital expenditures for general purpose equipment or special purpose equipment, but only if the equipment is primarily used in the actual conduct of the research as stated in paragraph 34.(c) of Article 34 of these General Terms and Conditions (reference paragraphs IX.B.4 &amp; 12 of 45 CFR 74, Appendix E).</p> <p>(2) Include charges for non-hospital professional activities that exceed a staff member's base salary, but only in unusual cases where (a) the non-hospital professional activities are across departmental lines or involve a separate or remote operation; and (b) the non-hospital professional work is in addition to the staff members regular departmental load (reference paragraph IX.B.7.f. of 45 CFR 74, Appendix E).</p> <p>(3) Include preagreement costs to the extent described in paragraph 25.3.1 of Article of these General Terms and Conditions (reference paragraph IX.B.27 of 45 CFR 74, Appendix E).</p> <p>(4) Rearrangement, alteration and reconversion costs under \$25,000 (reference paragraphs IX.B.32 &amp; 33 of 45 CFR 74, Appendix E) subject to the following conditions:</p> <p>(i) The rearrangement or alteration must be essential to the project supported;</p> <p>(ii) The facility to be altered or rearranged must have a useful life consistent with research purposes and be architecturally and structurally suitable for conversion to the type of space required;</p> <p>(iii) The space involved must actually be occupied by the project or</p>

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<p>(2) The requirements in 2 CFR part 220, "Cost Principles for Educational Institutions (OMB Circular A-21)" other than the allocability of costs provisions that are contained in paragraph C.4 in section C of the Appendix to that part;</p> <p>(3) The requirements in 2 CFR part 230, "Cost Principles for Non-Profit Organizations (OMB Circular A-122)" other than the allocability of costs provisions that are in paragraph A.4 in section A of Appendix A to that part;</p> <p>(4) The administrative requirements provisions of part 215 (OMB Circular A- 110, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non- Profit Organizations,"); and</p> <p>(5) The agencies' grants management common rule (see § 215.5).</p> <p>(c) When a Federal agency provides this flexibility, as a prerequisite to a State's exercising this option, a State must adopt its own written fiscal and administrative requirements for expending and accounting for all funds, which are consistent with the provisions of 2 CFR part 225, "Cost Principles for State, Local, and Indian Tribal Governments (OMB Circular A-87)" and extend such policies to all subrecipients. These fiscal and administrative requirements must be sufficiently specific to ensure that: funds are used in compliance with all applicable Federal statutory and regulatory provisions, costs are reasonable and necessary for operating these programs, and funds are not be used for general expenses required to carry out other responsibilities of a State or its subrecipients.</p> <p><b>Property Standards</b></p> <p><b>§215.30 Purpose of property standards.</b></p> <p>Sections 215.31 through 215.37 set forth uniform standards governing management and disposition of property furnished by the Federal Government whose cost was charged to a project supported by a Federal award. Federal awarding agencies shall require recipients to observe these standards under awards and shall not impose additional requirements, unless specifically required by Federal statute. The recipient may use its own property management standards and procedures provided it observes the provisions of §215.31 through §215.37.</p>	<p><b>III.B. PROPERTY STANDARDS</b></p> <p><b>30. Purpose of property standards.</b></p> <p>Articles 31 through 37 of these General Terms and Conditions implement 2 CFR 215.31 through 215.37 (previously Sections __.31 through __.37 of OMB Circular A-110). Those sections of 2 CFR part 215 set forth uniform standards governing use, management and disposition of property furnished by the Federal Government or property for which the acquisition cost was charged to a project supported by a Federal award. Articles 31 through 37 incorporate applicable provisions of 2 CFR 215.31 through 215.37 and provide clarification and supplementation where appropriate.</p>

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<p>(2) The recipient may be directed to sell the property under guidelines provided by the Federal awarding agency and pay the Federal Government for that percentage of the current fair market value of the property attributable to the Federal participation in the project (after deducting actual and reasonable selling and fix-up expenses, if any, from the sales proceeds). When the recipient is authorized or required to sell the property, proper sales procedures shall be established that provide for competition to the extent practicable and result in the highest possible return.</p> <p>(3) The recipient may be directed to transfer title to the property to the Federal Government or to an eligible third party provided that, in such cases, the recipient shall be entitled to compensation for its attributable percentage of the current fair market value of the property.</p> <p><b>§215.33 Federally-owned and exempt property.</b></p> <p>(a) Federally-owned property. (1) Title to federally-owned property remains vested in the Federal Government. Recipients shall submit annually an inventory listing of federally-owned property in their custody to the Federal awarding agency. Upon completion of the award or when the property is no longer needed, the recipient shall report the property to the Federal awarding agency for further Federal agency utilization.</p> <p>(2) If the Federal awarding agency has no further need for the property, it shall be declared excess and reported to the General Services Administration, unless the Federal awarding agency has statutory authority to dispose of the property by alternative methods (e.g., the authority provided by the Federal Technology Transfer Act (15 U.S.C. 3710 (1)) to donate research equipment to educational and non-profit organizations in accordance with E.O. 12821, "Improving Mathematics and Science Education in Support of the National Education Goals" (57 FR 54285, 3 CFR, 1992 Comp., p. 323)). Appropriate instructions shall be issued to the recipient by the Federal awarding agency.</p> <p>(b) Exempt property. When statutory authority exists, the Federal awarding agency has the option to vest title to property acquired with Federal funds in the recipient without further obligation to the Federal Government and under conditions the Federal awarding agency considers appropriate. Such property is "exempt property." Should a Federal awarding agency not establish conditions, title to</p>	<p><b>33. Federally-owned and exempt property.</b></p> <p>(a) Federally-owned property includes: equipment or supplies that are furnished by the Federal Government; or equipment acquired by the recipient under a Federal award that specifies that title to the property vests upon acquisition in the Federal Government. The recipient:</p> <p>(1) Must submit annual and final reports for any Federally-owned property under the award, in accordance with 2 CFR 215.33(a)(1).</p> <p>(2) May use Federally-owned equipment on other activities not sponsored by the Federal Government only if authorized by the Federal awarding agency. User charges must be treated as program income, in accordance with 2 CFR 215.34(d).</p> <p>(3) Must administer Federally-owned equipment in accordance with 2 CFR 215.34(f).</p> <p>(b) Exempt property. All equipment and supplies acquired by the recipient under the award are "exempt property," as that term is defined in 2 CFR part 215. Articles 34 and 35 of these General Terms and Conditions address the requirements for equipment and supplies, respectively.</p>

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<p>agency.</p> <p>(f) The recipient's property management standards for equipment acquired with Federal funds and federally-owned equipment shall include all of the following:</p> <p>(1) Equipment records shall be maintained accurately and shall include the following information.</p> <p>(i) A description of the equipment.</p> <p>(ii) Manufacturer's serial number, model number, Federal stock number, national stock number, or other identification number.</p> <p>(iii) Source of the equipment, including the award number.</p> <p>(iv) Whether title vests in the recipient or the Federal Government.</p> <p>(v) Acquisition date (or date received, if the equipment was furnished by the Federal Government) and cost.</p> <p>(vi) Information from which one can calculate the percentage of Federal participation in the cost of the equipment (not applicable to equipment furnished by the Federal Government).</p> <p>(vii) Location and condition of the equipment and the date the information was reported.</p> <p>(viii) Unit acquisition cost.</p> <p>(ix) Ultimate disposition data, including date of disposal and sales price or the method used to determine current fair market value where a recipient compensates the Federal awarding agency for its share.</p> <p>(2) Equipment owned by the Federal Government shall be identified to indicate Federal ownership.</p> <p>(3) A physical inventory of equipment shall be taken and the results reconciled with the equipment records at least once every two years. Any differences between quantities determined by the physical inspection and those shown in the accounting records shall be investigated to determine the causes of the difference. The recipient shall, in connection with the inventory, verify the existence, current utilization, and</p>	<p>(i) Account for the equipment in accordance with 2 CFR 215.34(f); and</p> <p>(ii) Continue to account for the equipment after the cessation of Federal support for the project or program for which the equipment was purchased, in a manner that ensures that:</p> <p>(A) equipment purchased under the award is not later included as a contribution toward cost sharing under another Federal award; and</p> <p>(B) depreciation or use charges for the equipment are not later included in any proposal for indirect or Facilities and Administrative costs.</p> <p>(b) The recipient shall specify in any cost-type subaward whether title to equipment purchased or fabricated under the subaward vests in the recipient or subrecipient. If title vests in the subrecipient, it must be subject to the conditions specified in paragraph 34 (a) of this article (modified appropriately if the subrecipient is not an institution of higher education or nonprofit organization and its property management standards are specified in a document other than 2 CFR part 215). The recipient shall also require each subrecipient to specify, in any lower-tier, cost-type subaward that the subrecipient awards, whether title to equipment purchased or fabricated under that lower-tier subaward vests in the subrecipient making the subaward or in the lower-tier subrecipient.</p> <p>(c) Expenditures for acquisition or improvement of special purpose and general purpose equipment, as defined in paragraphs J.18.a.(3) and (4) of OMB Circular A-21 and as defined in paragraphs 15.a (3-4) of OMB Circular A-122, are allowable as direct costs of the project in accordance with Article 27, Section (a)(1)(iii) of these General Terms and Conditions.</p>

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<p>(2) If the recipient is instructed to ship the equipment elsewhere, the recipient shall be reimbursed by the Federal Government by an amount which is computed by applying the percentage of the recipient's participation in the cost of the original project or program to the current fair market value of the equipment, plus any reasonable shipping or interim storage costs incurred.</p> <p>(3) If the recipient is instructed to otherwise dispose of the equipment, the recipient shall be reimbursed by the Federal awarding agency for such costs incurred in its disposition.</p> <p>(4) The Federal awarding agency may reserve the right to transfer the title to the Federal Government or to a third party named by the Federal Government when such third party is otherwise eligible under existing statutes. Such transfer shall be subject to the following standards.</p> <p>(i) The equipment shall be appropriately identified in the award or otherwise made known to the recipient in writing.</p> <p>(ii) The Federal awarding agency shall issue disposition instructions within 120 calendar days after receipt of a final inventory. The final inventory shall list all equipment acquired with grant funds and federally-owned equipment. If the Federal awarding agency fails to issue disposition instructions within the 120 calendar day period, the recipient shall apply the standards of this section, as appropriate.</p> <p>(iii) When the Federal awarding agency exercises its right to take title, the equipment shall be subject to the provisions for federally-owned equipment.</p> <p><b>§215.35 Supplies and other expendable property.</b></p> <p>(a) Title to supplies and other expendable property shall vest in the recipient upon acquisition. If there is a residual inventory of unused supplies exceeding \$5000 in total aggregate value upon termination or completion of the project or program and the supplies are not needed for any other federally-sponsored project or program, the recipient shall retain the supplies for use on non-Federal sponsored activities or sell them, but shall, in either case, compensate the Federal Government for its share. The amount of compensation shall be computed in the same manner as for equipment.</p> <p>(b) The recipient shall not use supplies acquired with Federal funds to provide</p>	<p><b>35. Supplies.</b> Unless the agency-specific requirements provide otherwise, title to supplies shall vest in the recipient upon acquisition unconditionally, without further obligation to the Federal Government.</p>

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<p>(2) The following definitions apply for purposes of paragraph (d) of this section:</p> <p>(i) <i>Research data</i> is defined as the recorded factual material commonly accepted in the scientific community as necessary to validate research findings, but not any of the following: preliminary analyses, drafts of scientific papers, plans for future research, peer reviews, or communications with colleagues. This "recorded" material excludes physical objects (e.g., laboratory samples). Research data also do not include:</p> <p>(A) Trade secrets, commercial information, materials necessary to be held confidential by a researcher until they are published, or similar information which is protected under law; and</p> <p>(B) Personnel and medical information and similar information the disclosure of which would constitute a clearly unwarranted invasion of personal privacy, such as information that could be used to identify a particular person in a research study.</p> <p>(ii) <i>Published</i> is defined as either when:</p> <p>(A) Research findings are published in a peer-reviewed scientific or technical journal; or</p> <p>(B) A Federal agency publicly and officially cites the research findings in support of an agency action that has the force and effect of law.</p> <p>(iii) <i>Used by the Federal Government in developing an agency action that has the force and effect of law</i> is defined as when an agency publicly and officially cites the research findings in support of an agency action that has the force and effect of law.</p> <p>(e) Title to intangible property and debt instruments acquired under an award or subaward vests upon acquisition in the recipient. The recipient shall use that property for the originally-authorized purpose, and the recipient shall not encumber the property without approval of the Federal awarding agency. When no longer needed for the originally authorized purpose, disposition of the intangible property shall occur in accordance with the provisions of §215.34(g).</p> <p><b>§215.37 Property trust relationship.</b></p> <p>Real property, equipment, intangible property and debt instruments that are acquired or improved with Federal funds shall be held in trust by the recipient as trustee for</p>	<p><b>37. Property trust relationship.</b></p> <p>2 CFR 215.37 applies to real property, equipment and intangible property acquired or improved with Federal funds under the award. This Article</p>



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<p>agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in the firm selected for an award. The officers, employees, and agents of the recipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, or parties to subagreements. However, recipients may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct shall provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the recipient.</p> <p><b>§215.43 Competition.</b></p> <p>All procurement transactions shall be conducted in a manner to provide, to the maximum extent practical, open and free competition. The recipient shall be alert to organizational conflicts of interest as well as noncompetitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, invitations for bids and/or requests for proposals shall be excluded from competing for such procurements. Awards shall be made to the bidder or offeror whose bid or offer is responsive to the solicitation and is most advantageous to the recipient, price, quality and other factors considered. Solicitations shall clearly set forth all requirements that the bidder or offeror shall fulfill in order for the bid or offer to be evaluated by the recipient. Any and all bids or offers may be rejected when it is in the recipient's interest to do so.</p> <p><b>§215.44 Procurement procedures.</b></p> <p>(a) All recipients shall establish written procurement procedures. These procedures shall provide for, at a minimum, that paragraphs (a)(1), (2) and (3) of this section apply.</p> <p>(1) Recipients avoid purchasing unnecessary items.</p> <p>(2) Where appropriate, an analysis is made of lease and purchase alternatives to determine which would be the most economical and practical procurement for the Federal Government.</p>	<p>(e) The recipient's procurement system, in its essential elements, shall remain as approved by the Office of Naval Research (ONR) and the recipient shall notify ONR of any proposed major change(s) to the approved system, if the ONR has reviewed and approved the recipient's procurement system for any of the following reasons:</p> <p>(1) The ONR is the cognizant Federal agency for the recipient or has reviewed the recipient's procurement system at the request of another Federal awarding agency.</p> <p>(2) The recipient also receives Federal procurement contracts; the administrative contracting officer has determined that there is a need for a contractor's purchasing system review, in accordance with 48 CFR 44.302 in the Federal Acquisition Regulation; and the ONR is the office responsible for conducting the review.</p>

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<p>firms to handle individually.</p> <p>(5) Use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Department of Commerce's Minority Business Development Agency in the solicitation and utilization of small businesses, minority- owned firms and women's business enterprises.</p> <p>(c) The type of procuring instruments used (e.g., fixed price contracts, cost reimbursable contracts, purchase orders, and incentive contracts) shall be determined by the recipient but shall be appropriate for the particular procurement and for promoting the best interest of the program or project involved. The "cost-plus-a-percentage-of-cost" or "percentage of construction cost" methods of contracting shall not be used.</p> <p>(d) Contracts shall be made only with responsible contractors who possess the potential ability to perform successfully under the terms and conditions of the proposed procurement. Consideration shall be given to such matters as contractor integrity, record of past performance, financial and technical resources or accessibility to other necessary resources. In certain circumstances, contracts with certain parties are restricted by agencies' implementation of E.O.s 12549 and 12689, "Debarment and Suspension."</p> <p>(e) Recipients shall, on request, make available for the Federal awarding agency, pre-award review and procurement documents, such as request for proposals or invitations for bids, independent cost estimates, etc., when any of the following conditions apply.</p> <p>(1) A recipient's procurement procedures or operation fails to comply with the procurement standards in the Federal awarding agency's implementation of this part.</p> <p>(2) The procurement is expected to exceed the small purchase threshold fixed at 41 U.S.C. 403 (11) (currently \$25,000) and is to be awarded without competition or only one bid or offer is received in response to a solicitation.</p> <p>(3) The procurement, which is expected to exceed the small purchase threshold, specifies a "brand name" product.</p> <p>(4) The proposed award over the small purchase threshold is to be awarded to other</p>	

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<p>provisions or conditions that allow for administrative, contractual, or legal remedies in instances in which a contractor violates or breaches the contract terms, and provide for such remedial actions as may be appropriate.</p> <p>(b) All contracts in excess of the small purchase threshold shall contain suitable provisions for termination by the recipient, including the manner by which termination shall be effected and the basis for settlement. In addition, such contracts shall describe conditions under which the contract may be terminated for default as well as conditions where the contract may be terminated because of circumstances beyond the control of the contractor.</p> <p>(c) Except as otherwise required by statute, an award that requires the contracting (or subcontracting) for construction or facility improvements shall provide for the recipient to follow its own requirements relating to bid guarantees, performance bonds, and payment bonds unless the construction contract or subcontract exceeds \$100,000. For those contracts or subcontracts exceeding \$100,000, the Federal awarding agency may accept the bonding policy and requirements of the recipient, provided the Federal awarding agency has made a determination that the Federal Government's interest is adequately protected. If such a determination has not been made, the minimum requirements shall be as follows.</p> <p>(1) A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder shall, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.</p> <p>(2) A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.</p> <p>(3) A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by statute of all persons supplying labor and material in the execution of the work provided for in the contract.</p> <p>(4) Where bonds are required in the situations described herein, the bonds shall be obtained from companies holding certificates of authority as acceptable sureties</p>	

Research General Terms and Conditions

2 CFR §215	AWARD TERMS AND CONDITIONS IMPLEMENTING PART 215
<p>period. The Federal awarding agency may require annual reports before the anniversary dates of multiple year awards in lieu of these requirements. The final performance reports are due 90 calendar days after the expiration or termination of the award.</p> <p>(c) If inappropriate, a final technical or performance report shall not be required after completion of the project.</p> <p>(d) When required, performance reports shall generally contain, for each award, brief information on each of the following.</p> <p>(1) A comparison of actual accomplishments with the goals and objectives established for the period, the findings of the investigator, or both. Whenever appropriate and the output of programs or projects can be readily quantified, such quantitative data should be related to cost data for computation of unit costs.</p> <p>(2) Reasons why established goals were not met, if appropriate.</p> <p>(3) Other pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs.</p> <p>(e) Recipients shall not be required to submit more than the original and two copies of performance reports.</p> <p>(f) Recipients shall immediately notify the Federal awarding agency of developments that have a significant impact on the award-supported activities. Also, notification shall be given in the case of problems, delays, or adverse conditions which materially impair the ability to meet the objectives of the award. This notification shall include a statement of the action taken or contemplated, and any assistance needed to resolve the situation.</p> <p>(g) Federal awarding agencies may make site visits, as needed.</p> <p>(h) Federal awarding agencies shall comply with clearance requirements of 5 CFR part 1320 when requesting performance data from recipients.</p>	<p>supported by the [name of awarding agency(ies) under Award No. [recipient should enter the awarding agency(ies) award number(s)]."</p> <p>(2) For all materials, except scientific articles or papers published in scientific journals, the disclaimer will be: "Any opinions, findings, and conclusions or recommendations expressed in this publication are those of the author(s) and do not necessarily reflect the views of the [name(s) of awarding agency(ies)]."</p> <p>(b) Technical reports.</p> <p>(1) The final technical report, in accordance with 2 CFR 215.51(b) through (d), is due 90 calendar days after the expiration or termination of the award, unless the agency-specific or award-specific terms and conditions state that a final report is not required.</p> <p>(2) The recipient is encouraged to submit technical reports in computer or electronic formats. When paper copies are submitted, the recipient shall provide an original and two copies, as provided in 2 CFR 215.51(e).</p> <p>(c) Site visits. With respect to 2 CFR 215.51(g), the Federal awarding agency's authorized representatives have the right to make site visits at all reasonable times to review project accomplishments and provide such technical assistance as may be required. All site visits and evaluations shall be performed in a manner that does not unduly interfere with or delay the work.</p>
<p><b>§215.52 Financial reporting.</b></p> <p>(a) The following forms or such other forms as may be approved by OMB are authorized for obtaining financial information from recipients.</p>	<p><b>52. Financial reporting.</b></p> <p>This article specifies financial reporting requirements (it thereby implements, and does not incorporate, 2 CFR 215.52). If payments are</p>

2 CFR §215	AWARD TERMS AND CONDITIONS IMPLEMENTING PART 215
<p>in the "Remarks" section of the report.</p> <p>(iii) When practical and deemed necessary, Federal awarding agencies may require recipients to report in the "Remarks" section the amount of cash advances received in excess of three days. Recipients shall provide short narrative explanations of actions taken to reduce the excess balances.</p> <p>(iv) Recipients shall be required to submit not more than the original and two copies of the SF-272 15 calendar days following the end of each quarter. The Federal awarding agencies may require a monthly report from those recipients receiving advances totaling \$1 million or more per year.</p> <p>(v) Federal awarding agencies may waive the requirement for submission of the SF-272 for any one of the following reasons:</p> <p>(A) When monthly advances do not exceed \$25,000 per recipient, provided that such advances are monitored through other forms contained in this section;</p> <p>(B) If, in the Federal awarding agency's opinion, the recipient's accounting controls are adequate to minimize excessive Federal advances; or,</p> <p>(C) When the electronic payment mechanisms provide adequate data.</p> <p>(b) When the Federal awarding agency needs additional information or more frequent reports, the following shall be observed.</p> <p>(1) When additional information is needed to comply with legislative requirements, Federal awarding agencies shall issue instructions to require recipients to submit such information under the "Remarks" section of the reports.</p> <p>(2) When a Federal awarding agency determines that a recipient's accounting system does not meet the standards in §215.21, additional pertinent information to further monitor awards may be obtained upon written notice to the recipient until such time as the system is brought up to standard. The Federal awarding agency, in obtaining this information, shall comply with report clearance requirements of 5 CFR part 1320.</p> <p>(3) Federal awarding agencies are encouraged to shade out any line item on any report if not necessary.</p>	

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<p>are continuously needed for joint use.</p> <p>(e) The Federal awarding agency, the Inspector General, Comptroller General of the United States, or any of their duly authorized representatives, have the right of timely and unrestricted access to any books, documents, papers, or other records of recipients that are pertinent to the awards, in order to make audits, examinations, excerpts, transcripts and copies of such documents. This right also includes timely and reasonable access to a recipient's personnel for the purpose of interview and discussion related to such documents. The rights of access in this paragraph are not limited to the required retention period, but shall last as long as records are retained.</p> <p>(f) Unless required by statute, no Federal awarding agency shall place restrictions on recipients that limit public access to the records of recipients that are pertinent to an award, except when the Federal awarding agency can demonstrate that such records shall be kept confidential and would have been exempted from disclosure pursuant to the Freedom of Information Act (5 U.S.C. 552) if the records had belonged to the Federal awarding agency.</p> <p>(g) Indirect cost rate proposals, cost allocations plans, etc. paragraphs (g)(1) and (g)(2) of this section apply to the following types of documents, and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).</p> <p>(1) If submitted for negotiation. If the recipient submits to the Federal awarding agency or the subrecipient submits to the recipient the proposal, plan, or other computation to form the basis for negotiation of the rate, then the 3-year retention period for its supporting records starts on the date of such submission.</p> <p>(2) If not submitted for negotiation. If the recipient is not required to submit to the Federal awarding agency or the subrecipient is not required to submit to the recipient the proposal, plan, or other computation for negotiation purposes, then the 3-year retention period for the proposal, plan, or other computation and its supporting records starts at the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.</p>	



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<p>amount after fully considering the recommendations on disallowed costs resulting from the final audit.</p> <p><b>§215.72 Subsequent adjustments and continuing responsibilities.</b></p> <p>(a) The closeout of an award does not affect any of the following.</p> <p>(1) The right of the Federal awarding agency to disallow costs and recover funds on the basis of a later audit or other review.</p> <p>(2) The obligation of the recipient to return any funds due as a result of later refunds, corrections, or other transactions.</p> <p>(3) Audit requirements in §215.26.</p> <p>(4) Property management requirements in §215.31 through §215.37.</p> <p>(5) Records retention as required in §215.53.</p> <p>(b) After closeout of an award, a relationship created under an award may be modified or ended in whole or in part with the consent of the Federal awarding agency and the recipient, provided the responsibilities of the recipient referred to in paragraph (a) of this section, including those for property management as applicable, are considered and provisions made for continuing responsibilities of the recipient, as appropriate.</p> <p><b>§215.73 Collection of amounts due.</b></p> <p>(a) Any funds paid to a recipient in excess of the amount to which the recipient is finally determined to be entitled under the terms and conditions of the award constitute a debt to the Federal Government. If not paid within a reasonable period after the demand for payment, the Federal awarding agency may reduce the debt by paragraphs (a)(1), (2) or (3) of this section.</p> <p>(1) Making an administrative offset against other requests for reimbursements.</p> <p>(2) Withholding advance payments otherwise due to the recipient.</p> <p>(3) Taking other action permitted by statute.</p> <p>(b) Except as otherwise provided by law, the Federal awarding agency shall charge interest on an overdue debt in accordance with 4 CFR Chapter II, "Federal Claims</p>	<p><b>72. Subsequent adjustments and continuing responsibilities.</b> The continuing rights of the Federal awarding agency and responsibilities of the recipient after closeout of this award are as stated in 2 CFR 215.72.</p> <p><b>73. Collection of amounts due.</b> The Federal awarding agency's rights and responsibilities for debt collection are as stated in 2 CFR 215.73.</p>



**Appendix A to Part 215—Contract Provisions**

All contracts, awarded by a recipient including small purchases, shall contain the following provisions as applicable:

1. Equal Employment Opportunity - All contracts shall contain a provision requiring compliance with E.O. 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR, 1964-1965 Comp., p. 339), as amended by E.O. 11375, "Amending Executive Order 11246 Relating to 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."
2. Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c) - All contracts and subgrants in excess of \$2000 for construction or repair awarded by recipients and subrecipients shall include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to the Federal awarding agency.
3. Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7) - When required by Federal program legislation, all construction contracts awarded by the recipients and subrecipients of more than \$2000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to the Federal awarding

**Appendix A – Contract Provisions**

**Contract Provisions**

All contracts awarded by a recipient, including those for amounts less than the simplified acquisition threshold, shall contain the provisions described in paragraphs 1 through 8 in Appendix A to 2 CFR part 215 (OMB Circular A-110), as applicable, with the following clarifications:

- A.1. Equal Employment Opportunity. The reference to "41 CFR part 60" in paragraph 1 of Appendix A to 2 CFR part 215 is replaced by "41 CFR chapter 60." The text of Executive Order 11375 may be found at 3 CFR, 1966-1970 Comp., p. 684.
- A.2. Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333). In paragraph 4 of Appendix A to 2 CFR part 215, the words "all contracts awarded by recipients in excess of \$2000 for construction contracts and in excess of \$2500 for other contracts that involve the employment of mechanics or laborers" are replaced by "all contracts awarded by recipients in excess of \$100,000 for construction or other purposes that involve the employment of mechanics or laborers."

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 U.S.C. 1352. Each tier shall 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 recipient.

8. Debarment and Suspension (E.O.s 12549 and 12689) - A contract award with an amount expected to equal or exceed \$25,000 and certain other contract awards (see 2 CFR 180.220) shall not be made to parties listed on the government-wide Excluded Parties List System, in accordance with the OMB guidelines at 2 CFR part 180 that implement E.O.s 12549 (3 CFR, 1986 Comp., p. 189) and 12689 (3 CFR, 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than E.O. 12549.

Appendix B – Subaward Requirements

Appendix C – National Policy Requirements

**Research Terms and Conditions**  
**Agency Specific Requirements for the National Institutes of Health (NIH)**  
**(JULY 1, 2008)**

NIH Home Page: <http://www.nih.gov/>  
NIH Office of Extramural Research Home Page: <http://grants.nih.gov/grants/oer.htm>  
NIH Grants Policy Statement: <http://grants.nih.gov/grants/policy/nihgps/>  
NIH Forms and Applications: <http://grants.nih.gov/grants/forms.htm>

**I. NIH Implementation of the Research Terms and Conditions**

A. The Research Terms and Conditions apply to all NIH grants and cooperative agreements with the exception of the automatic carryover provision found in Article III.25.(c)(3). Automatic carryover authority will be indicated on the Notice of Award (NoA) (See II.D below).

B. NIH Implementation of the Research Terms and Conditions includes: 1) DHHS codification of 2 CFR §215 in 45 CFR Part 74; 2) conditions on activities and expenditure of funds in statutory requirements, such as those included in appropriations acts detailed at: [http://grants.nih.gov/grants/policy/appropriations\\_info.htm](http://grants.nih.gov/grants/policy/appropriations_info.htm); and 3) the NIH Grants Policy Statement.

C. For certain funding mechanisms, NIH implements streamlined requirements for progress report submission, the Notice of Award (NoA), and financial reporting. Known as the Streamlined Noncompeting Award Process (SNAP), NIH routinely applies SNAP to most Research Project (R-series) awards (except R35s, R41s, and R43s), and Career Development Awards (K-series). NIH grantees are expected to follow the SNAP process for those awards that are issued under the SNAP, as indicated on the NoA. Agency-specific requirements listed below will indicate where differences exist between SNAP and non-SNAP grants. Additional information on SNAP can be found in the NIHGPS, Part II, "Streamlined Noncompeting Award Process".

**II. Prior Approval Requirements Not Included in or Modified from the Research Terms & Conditions**

- A. Article III.A.25.(b).(2): Change in status of PD/PI: NIH expands the applicability of this article to also include any senior/key personnel specifically named in the NoA.
- B. Article III.A.25.(b).(4): Transfer of Substantive Work to a Third Party: NIH prior approval is required for the transfer of a significant part of the research or substantive programmatic effort only when the transfer represents a change of scope unless the transfer is to a foreign entity. If the transfer is to a foreign entity, prior approval must be obtained in order to complete the appropriate administrative assurances.

Inventions should be reported using Interagency Edison (located at <http://www.iedison.gov/>).

#### **V. Agency-Specific Requirements Related To Articles in The Research Terms And Conditions**

Part II Subpart B of the NIHGPS includes additional policy guidance as well as terms and conditions that vary from standard terms and conditions because of the type of grant, grantee, or grant-supported activity. These terms and conditions may apply in addition to or in lieu of those in the Research Terms and Conditions. Each section of Part II Subpart B of the NIHGPS specifies how the coverage relates to Section II Subpart A of the NIHGPS (3/01), and consequently to the Research Terms and Conditions.

Part II Subpart B includes:

1. Construction Grants
2. 2) National Research Service Awards (Individual and Institutional)
3. Modular Applications and Awards
4. Conference Grants
5. Consortium Agreements
6. Awards to Foreign Institutions, International Organizations and Domestic Grants with Foreign Components
7. Grants to Federal Institutions and Payments to (or on behalf of) Federal Employees Under Grants
8. Grants to For-Profit Organizations
9. Research Patient Care Costs

The Office of Policy for Extramural Research Administration (OPERA) is responsible for developing and maintaining the NIH GPS. Interim changes to NIH grants policy will be published in the NIH Guide for Grants and Contracts. Each change will be described, including its applicability and effective date.

#### **VI. Revised Budget Requirements [Article III.A.25.(d).(1)]**

A. For grants awarded under SNAP, revised budget information should be submitted in a narrative format according to the instructions for SNAP in the PHS 2590. The most current version of the PHS 2590 is found on the NIH Forms and Applications website: <http://grants.nih.gov/grants/forms.htm>. For electronic submission of SNAP progress reports see the eSNAP function and instructions provided in the eRA Commons: <https://commons.era.nih.gov/commons/index.jsp>.

B. For Non-SNAP awardees, revised budget information should be submitted according to the instructions in the PHS 2590 Detailed Budget for Next Budget Period

#### **VII. Technical Reporting [Article III.D.51.(b)]**

41-156  
COPY

# Research Subaward Agreement

Institution/Organization ("Prime Recipient")  
 Name: The University of Texas Health Science Center at Houston  
 Prime Award No.: 5TP1AH000072-01-01  
 Awarding Agency:  
Department of Health & Human Services

Institution/Organization ("Subrecipient")  
 Name: La Porte Independent School District  
 Subaward No.: 0008092J CFDA #: 93.235  
 Amount Funded This Action: \$32,400.00 Est. Total (if incrementally funded)

PI: Dr. Susan Tortolero

PI: April Fox

Subaward Period of Performance:  
 Budget Period: From: Sep 1, 2010 To: Aug 31, 2011


Estimated Project Period (if incrementally funded):  
 From: \_\_\_\_\_ To: \_\_\_\_\_


Project Title:  
Teenage Pregnancy Prevention: Replication of Evidence Based Programs

Reporting Requirements (Check here if applicable):  See Attachment 4  FFATA (Attachment 3B)  ARRA Funds (Attachment 4A)

### Terms & Conditions

- 1) Prime Recipient hereby awards a cost reimbursable subaward, as described above, to Subrecipient. The statement of work and budget for this subaward are (check one):  As specified in Subrecipient's proposal dated \_\_\_\_\_; or  as shown in Attachment 5. In its performance of the subaward work, Subrecipient shall be an independent entity and not an employee or agent of Prime Recipient.
- 2) Prime Recipient shall reimburse Subrecipient not more often than monthly for allowable costs. All invoices shall be submitted using Subrecipient's standard invoice, but at a minimum shall include current and cumulative costs (including cost sharing), subaward number, and certification as to truth and accuracy of invoice. Invoices that do not reference Prime Recipient's Subaward Number shall be returned to Subrecipient. Invoices and questions concerning invoice receipt or payments should be directed to the appropriate party's Financial Contact as shown in Attachments 3A & 3B.
- 3) A final statement of cumulative costs incurred, including cost sharing, marked "FINAL" must be submitted to Prime Recipient's Financial Contact, as shown in Attachments 3A and 3B, NOT LATER THAN sixty (60) days after subaward end date. The final statement of costs shall constitute Subrecipient's final financial report.
- 4) All payments shall be considered provisional and subject to adjustment within the total estimated cost in the event such adjustment is necessary as a result of an adverse audit finding against the Subrecipient.
- 5) Matters concerning the technical performance of this subaward should be directed to the appropriate party's Principal Investigator, as shown in Attachments 3A and 3B. Technical reports are required as shown above, "Reporting Requirements".
- 6) Matters concerning the request or negotiation of any changes in the terms, conditions, or amounts cited in this subaward agreement, and any changes requiring prior approval, should be directed to the appropriate party's Administrative Contact, as shown in Attachments 3A & 3B. Any such changes made to this subaward agreement require the written approval of each party's Authorized Official as shown in Attachments 3A & 3B.
- 7) Each party shall be responsible for its negligent acts or omissions and the negligent acts or omissions of its employees, officers, or directors, to the extent allowed by law.
- 8) Either party may terminate this subaward with thirty days written notice to the appropriate party's Authorized Official Contact as shown in Attachments 3A & 3B. Prime Recipient shall pay Subrecipient for termination costs as allowable under OMB Circular A-21 or A-122 or 45 CFR Part 74 Appendix E, "Principles for Determining Costs Applicable to Research and Development under Grants and Contracts with Hospitals" as applicable.
- 9) No-cost extensions require the approval of the Prime Recipient. Any requests for a no-cost extension should be addressed to and received by the Authorized Official Contact, as shown in Attachments 3A & 3B, not less than thirty (30) days prior to the desired effective date of the requested change.
- 10) The Subaward is subject to the terms and conditions of the Prime Award and other special terms and conditions, as identified in Attachment 2.
- 11) By signing below Subrecipient makes the certifications and assurances shown in Attachments 1 and 2. Subrecipient also assures that it will comply with applicable statutory and regulatory requirements specified in the Research Terms & Conditions Appendix C found at <http://www.nsf.gov/bfa/dias/policy/rtc/appc.pdf>.

By an Authorized Official of Prime Recipient  
  
Debra K. Campbell, MPA, CRA  
 Date: 4/8/11

By an Authorized Official of Subrecipient  
  
Rhonda Currie  
 Date: 4-1-11

**Attachment 1**  
**Research Subaward Agreement**  
**Certifications and Assurances**

By signing the Subaward Agreement, the authorized official of Subrecipient certifies, to the best of his/her knowledge and belief that:

**Certification Regarding Lobbying**

1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or intending to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Subrecipient shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying", to the Prime Recipient.

3) The Subrecipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**Debarment, Suspension, and Other Responsibility Matters**

Subrecipient certifies by signing this Subaward Agreement that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency.

**OMB Circular A-133 Assurance**

Subrecipient assures Prime Recipient that it complies with A-133 and that it will notify Prime Recipient of completion of required audits and of any adverse findings which impact this subaward.

**Attachment 2**  
**Research Subaward Agreement**  
**Prime Award Terms and Conditions**  
**NIH**

*Agency-Specific Certifications/Assurances*

1. By signing this Research Subaward Agreement Subrecipient makes the certifications and assurances specified in the Research Terms and Conditions Appendix C found at <http://www.nsf.gov/bfa/dias/policy/rtc/appc.pdf>

**General terms and conditions** as of the effective date of this Research Subaward Agreement:

1. The restrictions on the expenditure of federal funds in appropriations acts are applicable to this subaward to the extent those restrictions are pertinent.
2. 45 CFR Part 74 or 45 CFR Part 92 as applicable.
3. The NIH Grants Policy Statement, including addenda in effect as of the beginning date of the period of performance.
4. Subrecipient assures, by signing this Subaward Agreement, that all Subrecipient's personnel who are responsible for the design and conduct of projects involving human research participants have successfully completed their institutional training in accordance with the NIH Guide, Notice OD-00-039.
5. Research Terms and Conditions found at < <http://www.nsf.gov/bfa/dias/policy/rtc/terms.pdf> > and Agency Specific Requirements found at [http://www.nsf.gov/pubs/policydocs/rtc/nih\\_708.pdf](http://www.nsf.gov/pubs/policydocs/rtc/nih_708.pdf), except for the following:
  - a. The right to initiate an automatic one-time extension of the end date provided by Article 25(c)(2) of the Research Terms and Conditions is replaced by the need to obtain prior written approval from the Prime Recipient;
  - b. The payment mechanism described in Article 22 and the financial reporting requirements in Article 52 of the Research Terms and Conditions and Article 8 of the Agency-Specific Requirements are replaced with Terms and Conditions (1) through (4) of this Subaward Agreement; and
  - c. Any prior approvals are to be sought from the Prime Recipient and not the Federal Awarding Agency.
6. Title to equipment costing \$5,000 or more that is purchased or fabricated with research funds or Subrecipient cost sharing funds, as direct costs of the project or program, shall unconditionally vest in the Subrecipient upon acquisition without further obligation to the Federal Awarding Agency subject to the conditions specified in Article 34(a) of the Research Terms and Conditions.
7. Treatment of Program Income:  Additive

**Special terms and conditions:**

1. Copyrights - The Subrecipient  grants \_\_\_ shall grant (check one) to Prime Recipient an irrevocable, royalty-free, non-transferable, non-exclusive right and license to use, reproduce, make derivative works, display, publish, and perform any copyrights or copyrighted material (including any computer software and its documentation and/or databases) first developed and delivered under this Subaward Agreement solely for the purpose of and only to the extent required to meet Prime Recipient's obligations to the Federal Government under its Prime Award.
2. Data Rights - Subrecipient grants to Prime Recipient the right to use data created in the performance of this Subaward Agreement solely for the purpose of and only to the extent required to meet Prime Recipient's obligations to the Federal Government under its Prime Award.
3. This Subaward Agreement is on a cost reimbursement basis only, which means that cash must have been expended prior to being claimed for reimbursement. No advance payments will be permitted.
4. Automatic Carry Forward  YES  NO  
If no, then carry forward requests must be sent to UNIVERSITY's Principal Investigator, as shown in Attachment 3, not less than thirty (30) days prior to the desired effective date of the requested change.

UNIVERSITY reserves the right to revoke automatic carry forward authorization by changing this special term and condition by amendment at any time.

5. If applicable, Subrecipient shall, at all times while performing services under this Subaward, comply with the restrictions applicable to the confidentiality and security of medical records as required by the Health Insurance Portability and Accountability Act of 1996, codified at 42 USC § 132d through d-8 (HIPAA) or Protected Health Information (PHI) as promulgated in 45 CFR § 164 (HIPAA Privacy Regulations).  
Termination of this Subaward will not affect the responsibility of Subrecipient to continue to comply with the above mentioned requirements during the period Subrecipient maintains any portion of such records.
6. Subrecipient understands that materials and information resulting from the performance of this Subaward may be subject to export control laws and is solely responsible for its own compliance with such laws.
7. If a financial conflict of interest is identified, Subrecipient shall notify Prime Recipient's Research Conflict of Interest Review Board (7000 Fannin Street, UCT 1012, Houston, Texas 77030) within 60 days, that a management plan is in place or that the conflict or potential conflict cannot be managed or resolved, and the conflicted party has been removed from the project.
8. This Subaward includes a requirement to comply with the NIH Public Access Policy that implements PL 110-161. The policy, which can be found at <http://publicaccess.nih.gov/policy.htm>, states: "The Director of the National Institutes of Health shall require that all investigators funded by the NIH submit, or have submitted for them, to the National Library of Medicine's PubMed Central an electronic version of their final, peer-reviewed manuscripts upon acceptance for publication, to be made publicly available no later than 12 months after the official date of publication: Provided, That the NIH shall implement the public access policy in a manner consistent with copyright law." The policy was effective April 7, 2008 and each investigator is required to submit final, peer-reviewed manuscripts that resulted from 2008 NIH research support to PubMed <http://www.ncbi.nlm.nih.gov/pubmed/>. The publications will be made publicly available through PubMed Central within 12 months of the publication date. Beginning May 25, 2008 authors must include PubMed Central ID numbers in NIH applications and reports when citing their articles covered by the policy.



Attachment 3A  
Research Subaward Agreement

Subaward Number:

0008092J

**Prime Recipient Contacts**

Institution/Organization ("Prime Recipient")

Name: The University of Texas Health Science Center at Houston

Address: Office of Sponsored Projects

7000 Fannin, UCT 1006

City: Houston

State: Texas

ZipCode: 77030

**Administrative Contact**

Name: Debra K. Campbell, MPA, CRA, Contracts Director, Office of Sponsored Projects

Address: The University of Texas Health Science Center at Houston

Office of Sponsored Projects

7000 Fannin, UCT 1006

City: Houston

State: Texas

ZipCode: 77030

Telephone: 713-500-3999

Fax: 713-500-0355

Email: osp@uth.tmc.edu

**Principal Investigator**

Name: Dr. Susan Tortolero

Address: The University of Texas Health Science Center at Houston

The University of Texas School of Public Health

7000 Fannin, UCT 2080

City: Houston

State: Texas

ZipCode: 77030

Telephone: 713-500-9634

Fax: 713-500-0355

Email: Susan.Tortolero@uth.tmc.edu

**Financial Contact**

Name: PAF Team

Address: The University of Texas Health Science Center at Houston

P.O. Box 20036

City: Houston

State: Texas

ZipCode: 77225-0036

Telephone: 713-500-4940

Fax: 713-500-4939

Email: paf@uth.tmc.edu

**Authorized Official**

Name: Debra K. Campbell, MPA, CRA, Contracts Director, Office of Sponsored Projects

Address: The University of Texas Health Science Center at Houston

Office of Sponsored Projects

7000 Fannin, UCT 1006

City: Houston

State: Texas

ZipCode: 77030

Telephone: 713-500-3999

Fax: 713-500-0355

Email: osp@uth.tmc.edu

FDP version 20101012

Attachment 3B - Research Subaward Agreement  
Subrecipient Contacts

Subaward Number:  
0008092J

Institution/Organization ("Subrecipient")

Name: La Porte ISD

Address: 1002 San Jacinto Street

City: La Porte

State: TX

ZipCode + 4: 77571

EBN No.: 74-6001553

Institution Type: Independent School District

Did the subrecipient's gross income, from all sources, in the previous tax year exceed \$300,000? Yes  No

If no, FFATA reporting of this subaward is not required.

Is the Performance Site the Same Address as Above?  Yes  No

Currently registered in CCR?  Yes  No

If no, is the Performance Site the same as PI address below?  Yes  No

If no to both questions, please complete 3B page 2 (if ARRA funding use Attachment 4A).

DUNS No.:

08-086-5645

Parent DUNS No.:

08-086-5645

Is Subrecipient exempt from reporting compensation?  Yes  No

Congressional District:

22

Congressional District:

22

If no, please complete 3B page 2 (if ARRA funding use Attachment 4A).

Administrative Contact

Name: April Fox

Address: 1002 San Jacinto Street

City: La Porte

State: TX

ZipCode: 77571

Telephone: 281-604-7034

Fax: 281-604-7026

Email: foxap@lpsd.org

Principal Investigator

Name: April Fox

Address: 1002 San Jacinto Street

City: La Porte

State: TX

ZipCode: 77571

Telephone: 281-604-7034

Fax: 281-604-7026

Email: foxap@lpsd.org

Financial Contact

Name: Rhonda Cumbler

Address: 1002 San Jacinto Street

City: La Porte

State: TX

ZipCode: 77571

Telephone: 281-604-7045

Fax: 281-604-7047

Email: cumbler@lpsd.org

Authorized Official

Name: Rhonda Cumbler

Address: 1002 San Jacinto Street

City: La Porte

State: TX

ZipCode: 77571

Telephone: 281-604-7045

Fax: 281-604-7047

Email: cumbler@lpsd.org

FDP version 20101012

Attachment 3B - Research Subaward Agreement  
Page 2 - Place of Performance & Highest Compensated Officers

Subaward Number:

0008092J

Institution/Organization ("Subrecipient")

Name: La Porte ISD

Place of Performance

Name: La Porte ISD

Address: 1002 San Jacinto Street

City: La Porte

State: TX

ZipCode: 77571

Telephone: 281-604-7034

Fax: 281-604-7026

Email: foxap@lpsd.org

Congressional District: 22

Exempt from reporting compensation?

Yes

No If no, proceed with filling out the top 5 paid officers below.

Executive compensation information for the Subrecipient must be reported if: More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually; compensation information is not already available through reporting to the SEC.

Officer 1 Name N/A

Officer 1 Compensation N/A

Officer 2 Name N/A

Officer 2 Compensation N/A

Officer 3 Name N/A

Officer 3 Compensation N/A

Officer 4 Name N/A

Officer 4 Compensation N/A

Officer 5 Name N/A

Officer 5 Compensation N/A

**Attachment 4**  
**Reporting Requirements**

**Reporting Requirements**

1. Technical progress reports are required as requested by Prime Recipient's Principal Investigator.
2. In accordance with 37 CFR 401.14, Subrecipient shall notify Prime Recipient's Administrative Contact, as stated in Attachment 2, within two months after Subrecipient's inventor discloses invention(s) in writing to Subrecipient personnel responsible for patent matters. Subrecipient shall use form HHS568 to report invention(s). A negative report is not required.

**Attachment 5**  
**BUDGET AND STATEMENT OF WORK**  
**September 1, 2010 through August 31, 2011**

<b>Expense Category</b>	<b>Amount Authorized</b>
Personnel Expenses	\$2,400.00
Consultant	\$14,000.00
Equipment	\$9,000.00
Travel	\$1,000.00
Supplies	\$1,000.00
Other Direct Costs	\$5,000.00
Total Direct Cost	\$32,400.00
Indirect Costs (.0_% MTDC)	\$0.00
<b>TOTAL COST</b>	<b>\$32,400.00</b>

**STATEMENT OF WORK**

La Porte Independent School District will work with staff at The University of Texas Health Science Center at Houston to implement the "It's Your Game-Keep it Real" student training program.

La Porte Independent School District will perform the following activities:

1. Identify classes for curriculum activity.
2. Identify school personnel who will complete the curriculum training program and who will administer/teach the program to students.
3. Perform fidelity and process monitoring.
4. Participate in curriculum evaluation activities.
5. Provide executive level leadership and oversight over the "It's Your Game-Keep it Real" program.

**Attachment 6  
Sample Invoice**

COLLABORATOR: \_\_\_\_\_ Date: \_\_\_\_\_

PAYMENT ADDRESS:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

INVOICE NO. \_\_\_\_\_  
PRIME AWARD NO. \_\_\_\_\_  
SUBAWARD NO. \_\_\_\_\_  
AWARD AMOUNT \$ \_\_\_\_\_

Billing Period:  
\_\_\_\_\_ to \_\_\_\_\_

Submit invoice to:  
Post Award Finance  
The University of Texas Health  
Science Center at Houston  
7000 Fannin, UCT 902  
Houston, Texas 77030-1500

Description/Cost Items	Amt Billed for Current Period From: To:	Cumulative Amt from Inception From: To:
Personnel		
Consultant costs		
Equipment		
Materials and Supplies		
Travel		
Other Direct costs		
IDC Exclusions		
Indirect cost		
Total costs		

I certify that this request represents a reimbursement of actual costs incurred during the invoice period and that these costs are appropriate and in accordance with this Subaward. The COLLABORATOR further certifies that payment made by UTHSCH under this Subaward shall not duplicate reimbursement of costs and services that are received from other sources.

Signed: \_\_\_\_\_  
Project Director/designated signatory

Approved for payment: \_\_\_\_\_  
COLLABORATOR/authorized financial official

C11-156  
~~C11-109~~  
~~C12-005~~  
2nd yr of  
grant - All info  
filed w/ C11-090

April 21, 2011

La Porte ISD  
1002 San Jacinto St.,  
La Porte TX, 77571

Dear Ms. Johnson:

We are pleased to inform you that the University of Texas Health Science Center at Houston (UTHSC) has taken action to provide the La Porte ISD with a subcontract of up to \$32,400 for the second grant year (September 2011 – August 2012).

This subcontract is intended to facilitate the implementation of the *It's Your Game...Keep it Real* program in La Porte ISD middle schools. Disbursement of funds is contingent upon completion of the deliverables outlined below and submission of an approved budget.

**Description of Work and Products**

The following outlines the program deliverables and funds contingent upon completion of the deliverables.

Districts partners will receive \$32,400 based upon the following:

- Implementation of a pilot of IYG between September and December of 2011
- Implementation of IYG with 75% of 7<sup>th</sup> grade students between January and May of 2012
- If selected, participation in program evaluation
- Training teachers for 8<sup>th</sup> grade implementation
- Continue to provide continuity in staffing and ongoing program implementation
- Assist in other implementation related tasks as identified

# University of Texas Health Science Center

## PROPOSED BUDGET

DATE: 5-18-11

School District/Entity: La Porte ISD

Project Title: IYG Replication Project

Total Amount Requested: \$32,400

Cost Category	Item	Budget Amount <sup>(1)</sup>
<b>(A) Personnel <sup>(2)</sup></b>		
District Level Staff		\$14,000.00
Consultants		
Subcontract(s)		
<i>(A) Total Personnel</i>	<i>(A)</i>	14000
<b>(B) Operating Expenses</b>		
Supplies/Office Expenses LPJH/LXJH		1,800.00
Travel		600
Equipment		9800
Other Direct Costs		
<i>(B) Total Operating Expenses</i>	<i>(B)</i>	12200
<b>Total Direct Costs (A+B=C)</b>		<b>(C)</b> 26200
<b>(F) Other Costs</b>		
Other Costs <sup>(3)</sup>	LPJH LXJH	3100
<i>(F) Total Other Costs</i>	<i>(D)</i>	6200
<b>BUDGET TOTAL</b>		<b>(C+D)</b> 32400

- (1) Amount Column contains formulas ready for Items A thru D calculations
- (2) Attach "Detailed Personnel Report"
- (3) List other costs in this spreadsheet

Name of District Coordinator

Jo Johnson

Name of Author'd Finan. Personnel

April Fox - Budget Manager



## Example Addendum

### OTHER EXPENSES

Y1: \$0

{Please specify how you will utilize the budgeted amounts to support project implementation. For example, monies may be used for, but are not limited to, support teacher incentives, support student incentive/prizes, computers/computer equipment, substitute teachers, and printing materials related to the project.}

#### LXJH

##### *Participants:*

Terry Willms-Teacher

Ernie Howard-Teacher

##### **Operation Expenses**

Supplies-\$700.00

Travel- \$300.00

Equipment-\$4500.00

##### **Other Costs**

Supplemental Support-\$2500.00

#### LPJH

##### *Participants:*

Kathy Ashworth-Nurse

Matt Alvarez-Teacher

Lisa Patterson-Teacher

##### **Operating Expenses**

Supplies-\$700.00

Travel-\$300.00

Equipment-\$4500.00

##### **Other Costs**

Supplemental Support-\$2500.00

**Payment Provisions**

Based on the approved budget, UTHSC agrees to pay the La Porte ISD up to \$32,400 for this work. Payments will be disbursed quarterly (November, February, May, and July) upon receipt and approval of the completed program deliverables. Our understanding is that these funds will be spent according to the attached budget. Any changes in this approved budget that exceed 10% of any line item, as well as any changes in key personnel, must be approved in advance by UTHSC.

I hope you find the terms of this grant acceptable. Please indicate this by signing below and returning the complete Letter of Agreement to Donna Lormand via email or fax.

Sincerely

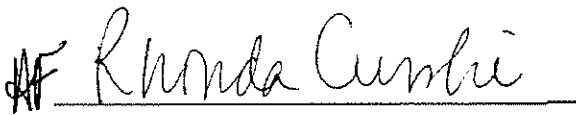


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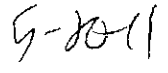
Susan Tortolero

Allan King Professor in Public Health

Director, University of Texas Prevention Research Center



(Name of Authorized District Representative)



Date

CU-156  
11/10/11

### Research Subaward Agreement Amendment No. 1

Prime Recipient	Subrecipient
<b>Institution/Organization ("Prime Recipient")</b> Name: The University of Texas Health Science Center at Houston Address: Office of Sponsored Projects 7000 Fannin, UCT 1008 Houston, TX 77030 PI: Susan Tortolero, Ph. D	<b>Institution/Organization ("Subrecipient")</b> Name: La Porte Independent School District Address: 1002 San Jacinto Street, La Porte, Texas 77571 PI: April Fox
Prime Award No. 5TP1AH000072-02	Subaward No. 0008092J
Effective Date of Amendment September 1, 2011	Amendment No. 1

#### Amendment(s) to Original Terms and Conditions

The purpose of this Amendment is to provide for an additional funding period and add additional funding.

**The Subaward Agreement is amended as follows:**

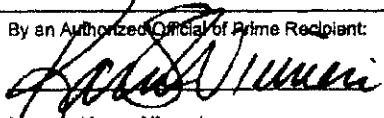
**Subaward Period of Performance:**

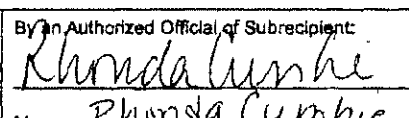
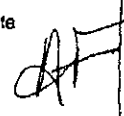
Performance of this Subaward is for the new budget period of 9/1/2011 through 8/31/2012, unless extended by written amendment to the Subaward.

**Amount Funded this Action:**

Funds in the amount of \$32,400.00 are provided for the performance of this work during the new funding period identified above.

All other terms and conditions not mentioned herein remain in full force and effect. Carry forward from previous funding period is not authorized.

By an Authorized Official of Prime Recipient:  
  
Name: Karen Niemeier  
Title: Assistant Director, Contracts  
Office of Sponsored Projects  
Date: 11/11/11

By an Authorized Official of Subrecipient:  
  
Name: Rhonda Cumbie  
Title: CFO  
Date: 11-9-11  


**Appendix A**  
**Budget for the funding period of**  
**September 1, 2011 through August 31, 2012**

<b>Expense Category</b>	<b>Amount Authorized</b>
Personnel Costs	\$3,400.00
Consultant	\$15,324.00
Equipment	\$9,000.00
Travel	\$1,100.00
Supplies/Postage/Printing	\$1,176.00
Other Direct Costs	\$2,000.00
Translations	\$400.00
Total Direct Cost	\$32,400.00
F&A Costs	\$0.00
<b>TOTAL COST</b>	<b>\$32,400.00</b>

11-156  
~~C12-170~~

## Research Subaward Agreement Amendment No. 2

Prime Recipient	Subrecipient
Institution/Organization ("Prime Recipient")  Name: The University of Texas Health Science Center at Houston Address: Office of Sponsored Projects 7000 Fannin, UCT 1006 Houston, TX 77030 PI: Susan Tortolero, Ph. D	Institution/Organization ("Subrecipient")  Name: La Porte Independent School District Address: 1002 San Jacinto Street, La Porte, Texas 77571 PI: April Fox
Prime Award No. 5TP1AH000072-02	Subaward No.  0008092J
Effective Date of Amendment  September 1, 2011	Amendment No.  2
<b>Amendment(s) to Original Terms and Conditions</b>	
<p>The purpose of this Amendment is to provide for carryover funds from the previous award period.</p> <p><b>The Subaward Agreement is amended as follows:</b></p> <p><b><u>Amount Funded this Action:</u></b></p> <p>The SUBRECIPIENT is authorized to carry forward unexpended funds from the previous year, bringing the total maximum available funds for the subcontract period 9/1/2011 through 8/31/2012 to \$39,305.00. An annual final billing will be required for reporting purposes.</p> <p style="text-align: center;"><b>All other terms and conditions not mentioned herein remain in full force and effect.</b></p>	
By an Authorized Official of Prime Recipient:  _____  Name: Karen Niemeier Title: Assistant Director, Contracts Office of Sponsored Projects	By an Authorized Official of Subrecipient:  <i>RF Rhonda Cumbie</i> <u>3-21-12</u>  Name: Rhonda Cumbie Title: CFO

11-156  
C12-176

**Research Subaward Agreement  
Amendment No. 2**

Prime Recipient	Subrecipient
Institution/Organization ("Prime Recipient") Name: The University of Texas Health Science Center at Houston Address: Office of Sponsored Projects 7000 Fannin, UCT 1006 Houston, TX 77030 PI: Susan Tortolero, Ph. D	Institution/Organization ("Subrecipient") Name: La Porte Independent School District Address: 1002 San Jacinto Street, La Porte, Texas 77571 PI: April Fox
Prime Award No. 5TP1AH000072-02	Subaward No. 0008092J
Effective Date of Amendment September 1, 2011	Amendment No. 2

**Amendment(s) to Original Terms and Conditions**

The purpose of this Amendment is to provide for carryover funds from the previous award period.

**The Subaward Agreement is amended as follows:**

**Amount Funded this Action:**

The SUBRECIPIENT is authorized to carry forward unexpended funds from the previous year, bringing the total maximum available funds for the subcontract period 9/1/2011 through 8/31/2012 to \$39,305.00. An annual final billing will be required for reporting purposes.

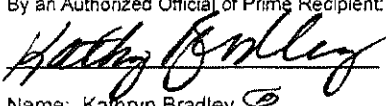
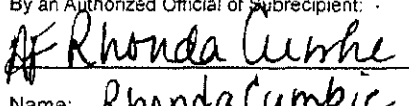
All other terms and conditions not mentioned herein remain in full force and effect.

By an Authorized Official of Prime Recipient:

*Karen Niemeier* 3/22/12  
Name: Karen Niemeier Date  
Title: Assistant Director, Contracts  
Office of Sponsored Projects

By an Authorized Official of Subrecipient:

*Rhonda Cumbie* 3-21-12  
Name: Rhonda Cumbie Date  
Title: CFO

Research Subaward Agreement Amendment No. 3	
Prime Recipient	Subrecipient
Institution/Organization ("Prime Recipient")	Institution/Organization ("Subrecipient")
Name: The University of Texas Health Science Center at Houston	Name: La Porte Independent School District
Address: Office of Sponsored Projects 7000 Fannin, UCT 1006 Houston, TX 77030	Address: 1002 San Jacinto Street, La Porte, Texas 77571
PI: Susan Tortolero, Ph. D	PI: April Fox
Prime Award No. 5 TP1AH000072-03-00	Subaward No. 0008092J
Effective Date of Amendment September 1, 2012	Amendment No. 3
<b>Amendment(s) to Original Terms and Conditions</b>	
The purpose of this Amendment is to provide for an additional funding period, add additional funding, and to add a new addendum to Attachment 2 of the Subaward Agreement.	
<b>The Subaward Agreement is amended as follows:</b>	
<b><u>Subaward Period of Performance:</u></b>	
Performance of this Subaward is for the new budget period of 9/1/2012 through 8/31/2013, unless extended by written amendment to the Subaward.	
<b><u>Amount Funded this Action:</u></b>	
Funds in the amount of \$32,400.00 are provided for the performance of this work during the new funding period identified above.	
<b><u>Attachment 2:</u></b> Adds new terms and conditions.	
All other terms and conditions not mentioned herein remain in full force and effect. Carry forward from previous funding period is not authorized.	
By an Authorized Official of Prime Recipient:  Name: Kathryn Bradley Title: Assistant Director, Contracts Office of Sponsored Projects	By an Authorized Official of Subrecipient:  Name: Rhonda Cumbie Title: CFO
10/12/12 Date	10-8-12 Date

**Appendix A**  
**Budget for the funding period of**  
**September 1, 2012 through August 31, 2013**

<b>Expense Category</b>	<b>Amount Authorized</b>
Personnel Costs	\$3,000.00
Consultant	\$15,400.00
Equipment	\$8,000.00
Travel	\$800.00
Supplies	\$3,906.00
Other Direct Costs	\$1,294.00
Total Direct Cost	\$32,400.00
F&A Costs	\$0.00
<b>TOTAL COST</b>	<b>\$32,400.00</b>



Attachment 2

Attachment 2 (Addendum)  
Research Subaward Agreement  
Prime Award Terms and Conditions  
PHS Funded Projects

**PHS Regulations on Financial Conflict of Interest (42 CFR Part 50 Subpart F)**

- a) 42 CFR Part 50. 604 requires that institutions conducting PHS-funded research “*Maintain an up-to-date, written, enforced policy on financial conflicts of interest.*” Further, “*If the Institution carries out the PHS-funded research through a subrecipient (e.g., subcontractors or consortium members), the Institution (awardee Institution) must take reasonable steps to ensure that any subrecipient Investigator complies with this subpart by incorporating as part of a written agreement with the subrecipient terms that establish whether the financial conflicts of interest policy of the awardee Institution or that of the subrecipient will apply to the subrecipient's Investigators.*”
- b) Subrecipient must designate herein whether the financial conflicts of interest policy of \_\_\_\_\_ Prime Recipient Institution, or XX Subrecipient Institution (check one) will apply, and, by execution of this Subaward Agreement, Subrecipient Institution certifies that its financial conflict of interest policy complies with 42 CFR Part 50.
- c) Subrecipient shall report any financial conflict of interest to Prime Recipient’s Administrative Representative, as designated on Attachment 3A. Any financial conflicts of interest identified shall subsequently be reported to PHS. **Such report shall be made before expenditure of funds authorized in this Subrecipient Agreement and within 45 days of any subsequently identified financial conflict of interest.**

**Appendix A**  
**Budget for the funding period of**  
**September 1, 2012 through August 31, 2013**

<b>Expense Category</b>	<b>Amount Authorized</b>
Personnel Costs	\$3,000.00
Consultant	\$15,400.00
Equipment	\$8,000.00
Travel	\$800.00
Supplies	\$3,906.00
Other Direct Costs	\$1,294.00
Total Direct Cost	\$32,400.00
F&A Costs	\$0.00
<b>TOTAL COST</b>	<b>\$32,400.00</b>

Attachment 2

Attachment 2 (Addendum)  
Research Subaward Agreement  
Prime Award Terms and Conditions  
PHS Funded Projects

**PHS Regulations on Financial Conflict of Interest (42 CFR Part 50 Subpart F)**

- a) 42 CFR Part 50. 604 requires that institutions conducting PHS-funded research “*Maintain an up-to-date, written, enforced policy on financial conflicts of interest.*” Further, “*If the Institution carries out the PHS-funded research through a subrecipient (e.g., subcontractors or consortium members), the Institution (awardee Institution) must take reasonable steps to ensure that any subrecipient Investigator complies with this subpart by incorporating as part of a written agreement with the subrecipient terms that establish whether the financial conflicts of interest policy of the awardee Institution or that of the subrecipient will apply to the subrecipient's Investigators.*”
- b) **Subrecipient must designate herein whether the financial conflicts of interest policy of \_\_\_\_\_ Prime Recipient Institution, or XX Subrecipient Institution (check one) will apply, and, by execution of this Subaward Agreement, Subrecipient Institution certifies that its financial conflict of interest policy complies with 42 CFR Part 50.**
- c) Subrecipient shall report any financial conflict of interest to Prime Recipient’s Administrative Representative, as designated on Attachment 3A. Any financial conflicts of interest identified shall subsequently be reported to PHS. **Such report shall be made before expenditure of funds authorized in this Subrecipient Agreement and within 45 days of any subsequently identified financial conflict of interest.**