

AN ORDINANCE **2017-03-30-0189**

**AUTHORIZING AN AGREEMENT WITH THE UNIVERSITY OF TEXAS AT SAN ANTONIO (UTSA) TO PROVIDE AN AMOUNT UP TO \$14,437.00 TO THE SAN ANTONIO METROPOLITAN HEALTH DISTRICT FOR THE PROVISION OF SERVICES RELATED TO THE UTSA BUILDING A HEALTHY TEMPLE PROGRAM FOR A TERM BEGINNING ON APRIL 1, 2017 AND ENDING ON DECEMBER 31, 2019.**

\* \* \* \* \*

**WHEREAS**, the San Antonio Metropolitan Health District (Metro Health) has received Medicaid 1115 Waiver Program funding to enroll individuals within the City of San Antonio in either the Chronic Disease Self-Management Program or Diabetes Self-Management, (hereinafter referred to as DSMP/CDSMP) both developed by the Stanford Patient Education Research Center; and

**WHEREAS**, the University of Texas at San Antonio (UTSA) offers the Building a Healthy Temple Project to San Antonio area churches to combat obesity and diabetes through a faith-based curriculum focused on healthy eating, active living and healthy body weight; and

**WHEREAS**, Metro Health would like to collaborate with UTSA in order to increase DSMP/CDSMP participants for the City's Medicaid 1115 Waiver Program; and

**WHEREAS**, this collaboration will benefit the City's public health; **NOW THEREFORE:**

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:**

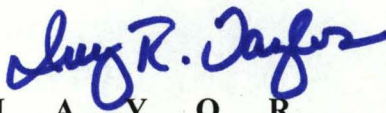
**SECTION 1.** The City Manager or her designee or the Director of the San Antonio Metropolitan Health District or her designee is authorized to execute an agreement with the University of Texas at San Antonio (UTSA) to provide an amount up to \$14,437.00 to the San Antonio Metropolitan Health District for the provision of services related to the UTSA Building a Healthy Temple Program for a term beginning on April 1, 2017 and ending on December 31, 2019. A copy of the agreement, in substantially final form, is attached hereto and incorporated herein for all purposes as **Attachment I**.

**SECTION 2.** Upon approval, a new fund and internal order will be created for use in the accounting for the fiscal transaction in the acceptance of this grant, and a sum not to exceed \$14,437.00 will be appropriated in said fund. The proposed budget which is attached hereto and incorporated herein for all purposes as **Attachment II** is approved. A formal final budget which will include Internal Order numbers and General Ledger numbers will be submitted by the department upon award.

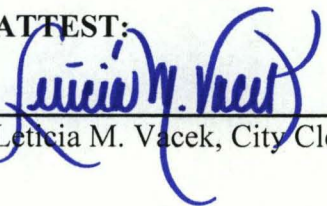
**SECTION 3.** The financial allocations in this Ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director of Finance may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific SAP Fund Numbers, SAP Project Definitions, SAP WBS Elements, SAP Internal Orders, SAP Fund Centers, SAP Cost Centers, SAP Functional Areas, SAP Funds Reservation Document Numbers, and SAP GL Accounts as necessary to carry out the purpose of this Ordinance.

**SECTION 4.** This Ordinance is effective immediately upon the receipt of eight affirmative votes; otherwise, it is effective ten days after passage.

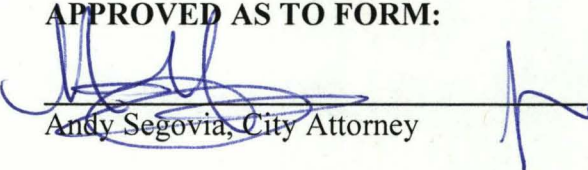
**PASSED AND APPROVED this 30th day March, 2017.**

  
M A Y O R  
Ivy R. Taylor

**ATTEST:**

  
\_\_\_\_\_  
Leticia M. Vacek, City Clerk

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Andy Segovia, City Attorney



<b>Agenda Item:</b>	<b>24 ( in consent vote: 5, 6, 7, 9, 13, 15, 16, 17, 18, 19, 20, 21, 23, 24, 25, 26, 27, 28, 29, 30 )</b>						
<b>Date:</b>	03/30/2017						
<b>Time:</b>	09:51:12 AM						
<b>Vote Type:</b>	Motion to Approve						
<b>Description:</b>	An Ordinance authorizing an agreement with the University of Texas at San Antonio to provide an amount up to \$14,437.00 to the San Antonio Metropolitan Health District for the provision of services related to the UTSA Building a Healthy Temple Program for a term beginning on April 1, 2017 and ending on December 31, 2019. [Erik Walsh, Deputy City Manager; Colleen M. Bridger, MPH, PhD, Director of Health]						
<b>Result:</b>	Passed						
<b>Voter</b>	<b>Group</b>	<b>Not Present</b>	<b>Yea</b>	<b>Nay</b>	<b>Abstain</b>	<b>Motion</b>	<b>Second</b>
Ivy R. Taylor	Mayor		x				
Roberto C. Treviño	District 1		x				
Alan Warrick	District 2		x			x	
Rebecca Viagran	District 3		x				x
Rey Saldaña	District 4	x					
Shirley Gonzales	District 5		x				
Ray Lopez	District 6		x				
Cris Medina	District 7		x				
Ron Nirenberg	District 8		x				
Joe Krier	District 9		x				
Michael Gallagher	District 10		x				



<b>UTSA Subaward Agreement</b>	
No. <b>1000001592</b> ("Subaward")	
This Subaward is entered into between the Past-through Entity (PTE) and Subrecipient named below for the performance of a portion of the Scope of Work originally awarded to the PTE. The parties agree to the following terms and conditions:	
<b>Prime Sponsor ("Prime Sponsor"):</b>	
Awarding Agency Name: American Diabetes Association	
Award No (if any): 1-17-ICTS-029	Is this Award R & D? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Award Issue Date: 12/08/2016	
Total Amount of Award to PTE: \$199,853.00	
<b>Past-through Entity (PTE):</b>	<b>Subrecipient ("Subrecipient"):</b>
Name (as registered in DUNS): The University of Texas at San Antonio Address: One UTSA Circle, San Antonio, Texas 78249 DUNS No: 800189185	Name (as registered in DUNS): San Antonio Metropolitan Health District Address: 111 Soledad St, Ste 500, San Antonio, TX 78205-2288 DUNS No: 066428400 Indirect Cost Rate (IDC) Applied: 0 % Indicate IDC Type: <input type="checkbox"/> Federally Approved IDC rate <input type="checkbox"/> Negotiated IDC rate between PTE and Subrecipient, <input type="checkbox"/> De Minimis IDC rate of 10% of MTDC
<b>Project Title:</b>	<b>Building a healthy template: a diabetes self-management support program in Hispanic faith community settings</b>
<b>PTE Principal Investigator (PI) Name:</b>	<b>Subrecipient Principal Investigator (PI) Name:</b>
Meizi He	Ellen Spitsen Jennifer Herriott
<b>Subaward Period of Performance:</b>	<b>Value of Subaward:</b>
This Budget Period: Start: 04/06/2017 End: 12/31/2017	Funding This Action: \$ 6,016.00
Total Project Period: Start: 04/06/2017 End: 12/31/2019	Total Funding to Date: \$ 6,016.00
	Anticipated Total Value of Subaward: \$ 14,437.00
<b>Subaward Type:</b>	Cost Reimbursement <input checked="" type="checkbox"/> Fixed Priced <input type="checkbox"/> Other <input type="checkbox"/>
<ol style="list-style-type: none"> <li><b>Subrecipient's Work:</b> Subrecipient shall supply all personnel, equipment, and materials necessary to accomplish the tasks set forth in Attachment 4, "Subrecipient Statement of Work and Reporting Requirements," which is hereby made part of this Subaward.</li> <li><b>Limitation on Costs:</b> Past-through Entity (PTE) is not liable for any cost in excess of the amount listed above as "Total Funding to Date" without prior written authorization from Prime Sponsor. Attachment 5, "Subrecipient Budget," is hereby made part of this Subaward.</li> <li><b>Payment:</b> PTE 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, as required by 2 CRF 200.415(a). <u>Invoices that do not reference Subaward number may be returned to Subrecipient.</u> Invoices and questions concerning invoice receipt or payments should be directed to the appropriate party's Administrative Contact as shown in Attachments 3A &amp; 3B. A final statement of cumulative costs incurred, including cost sharing, marked "FINAL" must be submitted to PTE's Financial Contact as shown in Attachment 3A, <u>no later than sixty (60) days after Subaward end date.</u> 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 Subrecipient. PTE reserves the right to reject an invoice.</li> <li><b>Access to Records and Financial Statements:</b> Subrecipient must permit the PTE and auditors to have access to the Subrecipient's records and financial statements as necessary for the PTE to meet the requirements under 2 CFR Part 200, Subpart D – Post Federal Award Requirements (§200.300 Statutory and National Policy Requirements through §200.309 Period of Performance), and Subpart F – Audit Requirements.</li> <li><b>Incorporation of General Terms and Conditions:</b> In the performance of Subrecipient's Work, all terms and conditions in Attachment 2, "General Terms and Conditions" are hereby made part of this Subaward.</li> <li><b>Incorporation of Federal Prime Award Terms and Conditions:</b> In the performance of Subrecipient's Work, all applicable terms and conditions of Attachment 6, "Federal Prime Award Terms and Conditions," are hereby made part of this Subaward.</li> <li><b>Order of Precedence:</b> Any inconsistencies in this Subaward shall be resolved by giving precedence in the following order: <ol style="list-style-type: none"> <li>This Document and Attachment 1, "Representations and Certifications";</li> <li>Attachment 2, "General Terms and Conditions";</li> <li>Attachment 6, "Federal Prime Award Terms and Conditions";</li> <li>Attachment 4, "Subrecipient Statement of Work and Reporting Requirements";</li> <li>Attachment 5, "Subrecipient Budget"</li> <li>Other documents, exhibits, and attachments</li> </ol> </li> <li><b>Key Personnel:</b> Subrecipient's Principal Investigator is considered essential to the work to be performed under this Subaward. Substitution or substantial reduction in commitment of Subrecipient's Principal Investigator requires prior written approval of PTE. In the event that Subrecipient notifies PTE that it desires to replace Subrecipient's Principal Investigator, Subrecipient shall notify PTE in writing within thirty (30) business days of the date of such replacement and shall identify a proposed substitute Principal Investigator in the notice. PTE shall notify Subrecipient within 30 business days after receipt of such notice of its decision either to continue the Subaward with the substitute Principal Investigator or to terminate the Subaward.</li> <li><b>Entire Agreement:</b> This Subaward constitutes the entire agreement between the Parties regarding the subject matter herein. Unless otherwise provided for in Attachment 2, any modification to this Subaward shall be made in writing and must be signed by an authorized representative of each Party.</li> </ol>	



**IN WITNESS WHEREOF**, duly authorized representative of the Parties have entered into this Subaward as of the date of the last signature set forth below:

**Past-through Entity Signature**

**Subrecipient Signature**

**Name:** Can (John) Saygin, Ph.D. **Date:**

**Title:** Associate PV for Sponsored Project Administration

**Name:**

**Title:**

**Date:**

*(Rest of the page left blank intentionally)*

**UTSA Subaward  
Attachment 1  
Representations and Certifications  
Subaward No. 100001592**

By signing this 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 this Federal contract, grant, loan, or 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 attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Subrecipient shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," to the Pass-through Entity.
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. 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.

**Certification of Institutional Policy on Financial Conflict of Interest**

By signature of this Subaward, Subrecipient certifies that: (check one of the two options)

Subrecipient has an up-to-date, written, enforced policy and administrative process to identify and manage financial conflicts of interest with respect to all research projects that complies with U.S. Public Health Service (PHS) Federal Regulations (42 CFR Part 50 Subpart F); *OR*

Subrecipient will comply with PTE's financial conflicts of interest policy. For more information, please visit our website:  
<http://research.utsa.edu/oric/coi/>

If Subrecipient is receiving PHS funding through this Agreement, Subrecipient shall report any financial conflict of interest to PTE's Administrative, as identified on Attachment 3A, unless otherwise indicated. Any financial conflict of interest shall subsequently be reported to PHS by PTE. Such report shall be made before the initial expenditure of funds authorized in this Subaward and within forty-five (45) days of any subsequently identified financial conflict of interest.

**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.

**Audit and Access to Records**

Subrecipient certifies by signing this Subaward Agreement that it complies with Uniform Guidance (2 CFR Part 200, or "UG"), will provide notice of the completion of required audits and any adverse findings which impact this Subaward, and will provide access to records as required by UG, Section C parts, 200.501-200.521, 200.336, 200.337, and 200.201 as applicable.

**Federal Funding Accountability and Transparency Act (FFATA) or "Transparency Act" - P.L. 109-282**

Subrecipient under this Agreement, as a first-tier Subaward, is required to disclose the names and total compensation of its five (5) most highly compensated officers, if:

1. Subrecipient in the preceding fiscal year received: a) 80% or more of its annual gross revenues in Federal awards; and b) \$25,000,000 or more in annual gross revenues from Federal awards; and
2. The public does not have access to information about the compensation of Subrecipient's senior executives through periodic reports filed under section 13 (a) or 15 (d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d)) or Section 6104 of the Internal Revenue Code of 1986.

**Other Certifications and Assurances:**

Subrecipient certifies that it is in compliance with the following as applicable:

**Civil Rights.** Compliance with Title VI and Title VII of the Civil Rights Act of 1964, as amended.

**Handicapped Individuals.** Compliance with Section 504 of the Rehabilitation Act of 1973, as amended.

**Sex Discrimination.** Compliance with Section 901 of Title IX of the Education Amendments of 1972, as amended.

**Age Discrimination.** Compliance with the Age Discrimination Act of 1975, as amended.

**Equal Employment Opportunity.** Compliance with Executive Order 11246, as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR, Part 60)

**Non-Delinquency on Federal or State Debt.** Subrecipient certifies that neither it, nor any person to be paid from funds under this Subaward is delinquent in repaying any Federal debt as defined by the UG or any debt to the State of Texas.

**Drug-Free Workplace.** Compliance with the Drug-Free Workplace Act of 1988, 2 CFR 382.



**UTSA Subaward  
Attachment 2  
General Terms and Conditions  
Subaward No. 1000001592**

1. **General.** The Subrecipient shall be responsible for compliance with all applicable laws, regulations, and terms and conditions, including those provisions of the Federal Prime Award which are necessarily or appropriately passed down in this Subaward.
2. **Independent Contractor.** The Subrecipient is engaged as an independent contractor. Nothing in the Subaward is intended to, or shall be deemed to, constitute a partnership or joint venture between the parties. No party has the authority to bind any other party in contract or to incur any debts or obligations on behalf of any other party, and no party (including any employee or other representative of a party with responsibility for program matters) shall take any action that attempts or purports to bind any other party in contract or to incur any debts or obligations on behalf of any other party, without the affected party's prior written approval.
3. **Subawards.** No part of the services to be performed under this Subaward may be accomplished by lower-tier subaward, except with the prior written approval of PTE.  
  
Subrecipient will send any requests to PTE for approval to grant a subaward, with copies of related proposal documentation, to the Administrative Contact specified in Attachment 3A.
4. **Publicity/Use of Name.** Neither party shall use the name of the other party or the name of any faculty member, employee, or student of the other party, in connection with any product, service, promotion, news release, or other publicity without the prior written permission of the other party and, if an individual's name be concerned, of that individual.
5. **Publication.** Each party shall have the right to publish and disseminate information derived from the performance of work under this Subaward. Qualification for authorship shall be in keeping with generally accepted criteria. Subrecipient shall provide PTE with a copy of any proposed publication for review and comment at least thirty (30) days prior to submission for publication.
6. **Reporting and Notices.** All reports and correspondence submitted to the PTE shall reference the Subaward Number and the date submitted. Subrecipient shall deliver periodic technical reports in accordance with the Statement of Work, to the attention of the PTE's Principal Investigator as specified in Attachment 3A, and copied to the PTE's Administrative Contact specified in Attachment 3A. Any official notices of Subrecipient made necessary under this agreement shall be delivered to PTE's Administrative Contact, and copied to PTE's Principal Investigator. Any official notices of PTE made necessary under this agreement shall be delivered to Subrecipient's Administrative Contact specified in Attachment 3B, and copied to Subrecipient's Principal Investigator as specified in Attachment 3B.
7. **Intellectual Property.** The determination of rights in ownership and disposition of inventions resulting from the performance of the Statement of Work ("Subject Inventions") and the administration of patents will be in accordance with 37 CFR 401 and the terms of this Subaward. Subrecipient agrees to comply with regulations regarding inventions pursuant to 37 CFR Part 401. Disposition of any copyrights or any copyrightable material created by Subrecipient in performance of the Statement of Work will be determined by the policy of the Subrecipient. Any copyrighted materials are subject to a royalty-free, non-exclusive and irrevocable license to the PTE and U.S. Government to reproduce, publish or otherwise use the copyrighted material for noncommercial purposes and to authorize others to do so for federal purposes. Subrecipient shall own the data it generates under this Subaward. Subrecipient hereby grants to PTE the right to receive copies of such data and to use data created as provided in the Statement of Work for the purpose of education and research or to the extent required to meet PTE's obligations under its Prime Award. Subrecipient acknowledges the rights of the U.S. Government to use such data.
8. **Confidentiality.** The parties do not anticipate disclosing confidential or proprietary information as it relates to this Subaward; however, in no case shall either party make such a disclosure without executing a separable non-disclosure agreement in advance of the disclosure and before its incorporation into this Subaward through written modification to this agreement.
9. **Export Controls.** It is understood by the parties that may be subject to United States laws and regulations controlling the export of technical data, computer software, laboratory prototypes and other commodities (collectively, "Technology" and "Items"), and that the obligations hereunder are contingent on compliance with applicable U.S. export laws and regulations (including the Arms Export Control Act, as amended, and the Export Administration Act of 1979). The transfer of any such Technology and Items and the entering into and provision of Transactions and Services, as defined by the regulations, that are subject to restrictions may require a license or authorization from the cognizant agency of the United States Government, and/or may require written assurances by the receiving party that it shall not re-export such Technology and Items to certain foreign destinations and/or to certain recipients without prior approval of the cognizant government agency, and/or may require that the involved individuals and entities will comply with conditions on Transactions and Services. The parties agree to cooperate in securing any license which the cognizant agency deems necessary in connection with this Subaward, and the parties understand there is no guarantee that such licenses will be granted.
10. **Classified Information/Research.** The parties agree there will be no classified information provided or classified research performed under this Subaward.



11. **Limitation of Liability/Indemnity.** 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.
12. **Insurance.** Subrecipient represents that it carries sufficient insurance coverage to comply with the requirements of federal, state and local laws as well as its obligations under this Subaward.
13. **Termination.** This Subaward may be terminated prior to the above stated expiration date by means of a signed written agreement of both parties. In the event that either party shall be in default of its material obligations under this Subaward and shall fail to remedy such default within sixty (60) days after receipt of written notice thereof, this Subaward shall terminate upon expiration of the sixty (60) day period. Termination of this Subaward shall not affect the rights and obligations of the parties accrued prior to termination. Upon termination, PTE shall pay Subrecipient for all reasonable expenses incurred or committed to be expended as of the effective termination date. Any provisions of this Subaward which by their nature extend beyond termination shall survive such termination.
14. **Closeout.** Along with any other reports or deliverables required hereunder, Subrecipient shall submit its final invoice and Subrecipient Closeout Form to PTE within sixty (60) calendar days following completion of the period of performance of this Subaward. The attached Subrecipient Closeout Form (included with Subrecipient Closeout Requirements – Attachment 7) shall be submitted to the addressee named on the form. Payment of the final invoice will be withheld pending the following actions:
  - A. Completion, submission, and acceptance by PTE of all work performed under the Statement of Work;
  - B. Completion of Subrecipient Closeout Form, including patent/invention report, and property report; and
  - C. Clear, visible, and proper marking of "Final Invoice" on the actual final invoice.
15. **Audit and Access to Records.** Subrecipient agrees to comply with the requirements of UG, will provide notice of the completion of required audits and any adverse findings which impact this Subaward, and will provide access to records as required by UG, to include Section C parts, 200.501-200.521, 200.336, 200.337, and 200.201 as applicable.
16. **Disputes.** The parties shall attempt to resolve all disputes through informal means. Subject to the provisions set forth in parts A and B below, any dispute concerning questions arising under this Subaward which is not resolved by the parties in the normal course of business may be settled by appropriate legal action or such other procedure as may be mutually agreed by the parties.
  - A. Pending the resolution of any dispute, the Subrecipient shall proceed as directed, in writing, by PTE.
  - B. In the event a dispute arises under or relates to this Subaward, the parties shall diligently attempt to resolve the dispute. The Subrecipient acknowledges that the dispute resolution process provided for in Chapter 2260 of the *Texas Government Code* must be used by both PTE and the Subrecipient to attempt to resolve all disputes arising under this Subaward. Either party must give written notice to the other party of a claim for breach of this Subaward not later than the 180<sup>th</sup> day after the date of the event giving rise to the claim. Neither the execution of this Subaward by PTE, nor the conduct, action, or inaction by any person in the execution, administration, or performance of this Subaward constitutes or is intended to constitute a waiver of PTE's or the State's immunity from suit.
17. **Anti-kickback.** Subrecipient represents that no part of the total Subaward amount provided herein shall be paid directly or indirectly to any officer or employee of PTE or Federal Awarding Agency as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor, or consultant to Subrecipient in connection with any work contemplated or performed relative to this Subaward.
18. **Equal Employment Opportunity.** The PTE and Subrecipient shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. These regulations require covered prime contractors and subcontractors to take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability. As an Equal Opportunity and Affirmative Action employer, PTE is committed to meeting all federal compliance standards. In accordance with federal regulations with respect to protected veterans and individuals with disabilities, this communication serves as notice with respect to the current subaward. The parties hereby incorporate the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a), if applicable.
19. **Assignment.** Neither party may assign this Subaward or any interest therein without the written consent of the other party.
20. **Severability.** If any provision of this Subaward or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Subaward which can be given effect without the invalid provision, and to this end the provisions of this Subaward are declared to be severable.
21. **Integration.** This Subaward and Attachments contain the entire agreement between the parties, and no statements, promises, or inducements made by either party or agent of either party that are not contained in this written Subaward shall be valid or binding; and this Subaward may not be enlarged, modified, or altered except in writing signed by the parties.



22. **Waiver.** No waiver of any term or provision of this Subaward whether by conduct or otherwise in any one or more instances shall be deemed to be, or construed as, a further or continuing waiver of any such term or provision, or of any other term or provision, of this Subaward.
23. **Amendments.** The PTE may issue certain changes to the Period of Performance and budget [check one]:  Unilaterally or,  Bilaterally. Unilateral modifications shall be considered valid fourteen (14) days after receipt unless otherwise indicated in writing by PTE. Except as expressly set forth in this section, no subsequent amendment, modification or addition to this Subaward will be binding upon the parties hereto unless reduced to writing and signed by the respective authorized representatives of PTE and Subrecipient.
24. **Counterparts.** This Subaward may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. The parties agree that a party's signature on this Subaward that is exchanged by portable document format (PDF) or facsimile shall have the effect of original signature of the party for all purposes.
25. **Additional Special Terms.** Pursuant to 41 CFR § 60-300.44(f) et seq. and 41 CFR §60-741.44(f) et seq., UTSA prohibits discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities. As an Equal Opportunity and Affirmative Action employer, UTSA is committed to meeting all federal compliance standards. Subject to audit, any covered prime contractor or subcontractor shall recruit, hire, train and advance individuals for all job titles without regard to protected veteran status or disability. All employment decisions at UTSA and under the subcontract shall be made in accordance with valid job requirements and without regard to protected veteran status or disability. Employees and applicants shall not be subjected to harassment, intimidation, threats, coercion or discrimination because they have engaged or may engage in any activity protecting the equal opportunity employment of disabled individuals, recently separated veterans, Armed Forced service medal veterans, or any other protected veterans, including but not limited to filing complaints, assisting or participating in investigations, or otherwise complying with any rights associated with Section 503 of the Rehabilitation Act of 1973 and the Vietnam Era Veterans' Readjustment Assistance Act of 1974.

Pursuant to 41 CFR § 60 et seq., UTSA also prohibits discrimination against qualified individuals based on their race, color, religion, sex, age, or national origin. Any covered prime contractor or subcontractor shall recruit, hire, train, and advance individuals for all job titles without regard to race, color, religion, sex, age, or national origin in accordance with this statute. All employment decisions at UTSA and under the subcontract shall be made consistent with valid job requirements and without regard to race, color, religion, sex, age or national origin. Employees and applicants shall not be subjected to harassment, intimidation, threats, coercion or discrimination because they have engaged or may engage in any activity protecting the equal opportunity employment of individuals based on their race, color, religion, sex, age or national origin, not limited to filing complaints, assisting or participating in investigations, or otherwise complying with any rights associated Title VII of the Civil Rights Act of 1964 or the Age Discrimination in Employment Act of 1967.

**UTSA Subaward for Non-Federal Awards  
Attachment 3A  
Subaward No. 1000001592**

**Pass-through Entity (PTE) Contact Information**

Name: The University of Texas at San Antonio

Address: One UTSA Circle

City: San Antonio

State: Texas

Zip Code: 78249-1644

Institution Type : Public

**Administrative Contact**

Name: Cynthia Goins, Research Award Administrator III

Address: One UTSA Circle

City: San Antonio

State: Texas

Zip Code: 78249-1644

Telephone: 210- 458-7049

Fax: 210-458-5196

E-Mail: : [Cynthia.goins@utsa.edu](mailto:Cynthia.goins@utsa.edu)

**Principal Investigator**

Name: Meizi He, Ph.D.

Address: One UTSA Circle

City: San Antonio

State: Texas

Zip Code: 78249-1644

Telephone: 210 458-5416

Fax:

E-Mail: [meizi.he@utsa.edu](mailto:meizi.he@utsa.edu)

**Financial Contact**

Name: Cynthia Goins, Research Award Administrator III

Address: One UTSA Circle

City: San Antonio

State: Texas

Zip Code: 78249-1644

Telephone: 210 458-7049

Fax: 210 458-5196

E-Mail: [Cynthia.goins@utsa.edu](mailto:Cynthia.goins@utsa.edu)

**Authorized Official**

Name: Can (John) Saygin, Ph.D., AVP Sponsored Project Administration

Address: One UTSA Circle

City: San Antonio

State: Texas

Zip Code: 78249-1644

Telephone: 210 458-5194

Fax:

E-Mail: [can.saygin@utsa.edu](mailto:can.saygin@utsa.edu)



**UTSA Subaward  
Attachment 3B, Page 1 of 2  
Subaward No. 1000001592**

**Subrecipient Contact Information**

Name: San Antonio Metropolitan Health District		
Address:		
City:	State:	Zip Code+4:
Institution Type :	Congressional District:	Registration current in SAM.gov? Yes <input type="checkbox"/> No <input type="checkbox"/>
EIN No:	DUNS No:	Parent DUNS No:
<b>Place of Performance*:</b>		
<i>* Please complete if the Performance Site is <u>not</u> the same address as 1) the Subrecipient as set forth above, OR 2) the PI as set forth below.</i>		
Name:		
Address:		
City:	State:	Zip Code+4:
Telephone:	E-mail:	Congressional District:
<b>Administrative Contact</b>		
Name:		
Address:		
City:	State:	Zip Code+4:
Telephone:	Fax:	
E-Mail:		
<b>Principal Investigator</b>		
Name:		
Address:		
City:	State:	Zip Code+4:
Telephone:	Fax:	
E-Mail:		
<b>Financial Contact</b>		
Name:		
Address:		
City:	State:	Zip Code+4:
Telephone:	Fax:	
E-Mail:		
<b>Checks Sent To:</b>		
Name:		
Address:		
City:	State:	Zip Code+4:
Telephone:	Fax:	
E-Mail:		
<b>Authorized Official</b>		
Name:		
Address:		
City:	State:	Zip Code+4:
Telephone:	Fax:	
E-Mail:		

**UTSA Subaward  
Attachment 3B, Page 2 of 2  
Highest Compensated Officers  
Subaward No. 10000001592**

**Subrecipient Name: San Antonio Metropolitan Health District**

**Both questions must be answered:**

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

Is Subrecipient exempt from reporting compensation?  Yes  No If no, please read information below and complete this Attachment if required.

**The names and total compensation of the five most highly compensated officers of Subrecipient must be listed if:**

(1) Subrecipient in the preceding fiscal year received:

- a) 80 percent or more of its annual gross revenues in Federal awards (federal contracts and subcontracts, loans, grants and subgrants) and cooperative agreements); AND
- b) \$25,000,000 or more in annual gross revenues from Federal awards; AND

(2) the public does not have access to information about the compensation of the senior executives of Subrecipient through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986.

**Officer 1 Name**

**Officer 1 Compensation**

**Officer 2 Name**

**Officer 2 Compensation**

**Officer 3 Name**

**Officer 3 Compensation**

**Officer 4 Name**

**Officer 4 Compensation**

**Officer 5 Name**

**Officer 5 Compensation**



**UTSA Subaward  
Attachment 4  
Subrecipient Statement of Work and Reporting Requirements  
Subaward No. 1000001592**

**Statement of Work**

***See ATTACHMENT 4***

**Reporting Requirements**

1. Subrecipient shall provide technical progress reports to PTE's Principal Investigator as requested in a form and/or format approved by the PTE's Principal Investigator, as stated in Attachment 3A. All reports shall be in English.
2. In accordance with 37 CFR 401.14, Subrecipient shall notify PTE's Administrative Contact, as stated in Attachment 3A, within two months after Subrecipient's inventor discloses invention(s) in writing to Subrecipient personnel responsible for patent matters. Subrecipient shall use appropriate form or online system to report invention(s). A negative report is not required.
3. Subrecipient shall provide an inventory and accounting of all Equipment purchased with federal funds and its dispensation. A negative report is not required.
4. Final Invoices: Final invoices shall be submitted to the PTE's Financial Contact as indicated in Attachment 3A within sixty (60) days of the termination date of this Agreement and shall be marked as "final". Final invoices received later than sixty (60) days following the termination date of this Agreement shall be honored for payment at the discretion of PTE unless another date for submission is agreed upon in advance by PTE and the Subrecipient. All reports shall be in English and all amounts shall be paid in US Dollars.
5. Funds shall not be expended on activities with Human or Animal Subjects in the absence of proper IRB or IACUC approval, a copy of which shall be forwarded to the PTE's Principal Investigator identified in Attachment 3A.

**San Antonio Metropolitan Health District  
Diabetes Self Management Program**

Intervention: The San Antonio Metropolitan Health District (Metro Health) aims to expand access to the Stanford Chronic Disease Self Management and Diabetes Self Management Programs for individuals living with diabetes and their family members/caregivers as well as those that are at risk for developing diabetes. Ultimately, the project aims to improve disease management outcomes by expanding the reach of its current disease self management program with an emphasis on churches and faith placed organizations within geographic disparity areas of diabetes and other chronic diseases.

The Stanford Chronic Disease Self Management and Diabetes Self Management Programs are staff intensive six –week long, two and a half hours per week process driven workshops that are meant to build patients' self-efficacy in managing their conditions. The workshops are co-facilitated by two lay leaders, in some cases with chronic conditions of their own, with the intent on building peer support. Through the series of six healthy living workshops, participants will learn skills to safely manage the symptoms of their chronic health condition or diabetes specifically (depending on the curriculum). Each workshop encourages participants to share experiences and support one another along the way. Topics covered include: controlling symptoms; exercise for strength and energy; healthy eating; medication use; working with your doctor; setting goals; problem solving; relaxation techniques; and dealing with negative emotions.

Project Goal:

Metro Health will improve disease self management outcomes by expanding the reach of chronic disease/diabetes self management programs offered within faith placed locations.

Year 1 Objectives:

1. Complement the Building a Healthy Temple Program by implementing the Stanford Chronic Disease and/or Diabetes Self Management program within four faith placed locations, reaching at least 80 participants through five workshop series in 2017.
2. Demonstrate at least 10% average increase in confidence level for self-efficacy among program participants utilizing the Stanford Self Efficacy Scale for Diabetes Self Management.

Year 2 Objectives:

1. Complement the Building a Healthy Temple Program by implementing the Stanford Chronic Disease and/or Diabetes Self Management program within five faith placed locations, reaching at least 100 participants through seven workshop series in 2018.
2. Demonstrate at least 10% average increase in confidence level for self-efficacy among program participants utilizing the Stanford Self Efficacy Scale for Diabetes Self Management.



**UTSA Subaward  
Attachment 5  
Subrecipient Budget  
Subaward No. 1000001592**

***See ATTACHMENT 5***

**INNOVATIVE BASIC SCIENCE AWARD – Primary Budget**

Yearly award total cannot exceed \$115,000 (including indirect costs), for a maximum total award of \$345,000. Up to 10% of the total award may be allocated to indirect costs. Refer to the Budget Guidelines in the Application Instructions for detailed requirements.

Budget Category	Year 1	Year 2	Year 3
<b>Salary for Principal Investigator</b>			
<i>Up to 20% of yearly total (direct+indirect), including fringe benefits</i>	\$ -	\$ -	\$ -
Percent Effort/Year	0%	0%	0%

**Technical Personnel: List staff by name, degree/title & percent effort/year**

List staff as TBD by job description if vacant. Nontechnical (e.g. secretarial) staff cannot be included.

Metro Health DSMP Lead Facilitator TBD (\$16.00/hr)	\$ 2,700		\$ -
Metro Health DSMP Co-Facilitator TBD (\$16.00/hr)	\$ 1,944		\$ -
	\$ -		\$ -
	\$ -		\$ -
<b>Subtotal</b>	\$ 4,644		\$ -

**Supplies (Categorize)**

DSMP presentation materials	\$ 375		\$ -
DSMP workshop snacks	\$ 330		\$ -
			\$ -
			\$ -
<b>Subtotal</b>	\$ 705		\$ -

**Equipment (Itemize)**

	\$ -	\$ -	
	\$ -	\$ -	
	\$ -	\$ -	
<b>Subtotal</b>	\$ -	\$ -	

**Other Expenses (Itemize)**

Mileage reimbursement for facilitators (\$0.575/mile)	\$ 667		\$ -
	\$ -		\$ -
	\$ -		\$ -
<b>Subtotal</b>	\$ 667		\$ -

**Subcontract Direct Costs (Summarized)**

Complete a separate budget tab for each subcontract; dollar amounts will autopopulate here

Subcontract (1) to XX	\$ -	\$ -	\$ -
Subcontract (2) to XX	\$ -	\$ -	\$ -
Subcontract (3) to XX	\$ -	\$ -	\$ -
<b>Subtotal</b>	\$ -	\$ -	\$ -

**Indirect Costs**

Up to 10% of yearly direct costs

Primary Budget	\$ -	\$ -	\$ -
Subcontracts (combined)	\$ -	\$ -	\$ -

<b>Yearly Directs</b>	<i>(Maximum \$104,545/year)</i>	\$ 6,016	\$ -	\$ -
<b>Yearly Indirects</b>	<i>(Up to 10% of yearly directs)</i>	\$ -	\$ -	\$ -
<b>Yearly Total</b>	<i>(Maximum \$115,000/year)</i>	\$ 6,016	\$ -	\$ -
<b>GRAND TOTAL (Maximum \$345,000)</b>		\$		<b>6,016</b>



### **INNOVATIVE BASIC SCIENCE AWARD – Primary Budget**

Yearly award total cannot exceed \$115,000 (including indirect costs), for a maximum total award of \$345,000. Up to 10% of of the total award may be allocated to indirect costs. Refer to the Budget Guidelines in the Application Instructions for detailed requirements.

**Budget Category**

**Year 1**

**Year 2**

**Year 3**

Do not enter manually. To rebudget, adjust individual budget items.

Do not enter manually; total will autocalculate from subtabs.

San Antonio Metropolitan Health District  
Budget Narrative

Innovative Basic Science Award

**Year 1 Budget Summary**

<b>A.</b>	<b>Technical Personnel</b>	<b>\$4,644</b>
<b>B.</b>	<b>Supplies</b>	<b>\$705</b>
<b>C.</b>	<b>Equipment</b>	<b>-</b>
<b>D.</b>	<b>Other Costs</b>	<b>\$667</b>
<b>E.</b>	<b>Total – Direct Costs</b>	<b>\$6,016</b>
<b>J.</b>	<b>Indirect Cost</b>	<b>-</b>
	<b>TOTAL BUDGET</b>	<b>\$6,016</b>

**Year 1 Budget Narrative**

**A. Technical Personnel**

**Total \$4,644**

Funding is requested to support 1 Lead Workshop Facilitator and 1 Co-Facilitator (temp staff) assigned to the San Antonio Metropolitan Health District (Metro Health).

<b>Position</b>	<b>Type of Position</b>	<b>Hourly Rate</b>	<b>Number of Hours</b>	<b>Temp Agency Fee</b>	<b>TOTAL</b>
DSMP Lead Facilitator	Temp	\$16.00	125	35%	\$2,700
DSMP Co Facilitator	Temp	\$16.00	90	35%	\$1,944
<b>TOTAL Personnel</b>					<b>\$4,644</b>

**1. DSMP Lead Facilitator**

This position will be responsible for coordinating the outreach and recruitment for the Stanford Diabetes Self Management workshops, as well as all workshop preparation totaling 35 hours. This position will serve as the Lead Facilitator for all five workshops totaling 90 workshop hours.

**2. DSMP Co-Facilitator**

This position will serve as the co-facilitator for the five Stanford Diabetes Self Management workshops totaling 90 workshop hours.

*The following staff are full time Metro Health employees that will support and contribute to the project but do not have salaries or fringe benefits supported by this grant.*



San Antonio Metropolitan Health District  
Budget Narrative

Innovative Basic Science Award

**Chronic Disease Prevention Program Manager (Kathy Shields)**

This position oversees and manages the Chronic Disease Prevention section of Metro Health. This position ensures and coordinates activities and procedures in compliance with City of San Antonio policy. Prepares and delivers presentations to internal and external stakeholders to promote and further the development of the Chronic Disease Prevention initiatives and ensure coordination across projects.

**Diabetes Program Coordinator (Stacy Maines)**

This position oversees and manages the Diabetes Prevention and Control Program within Metro Health. This position will directly supervise the DSMP Lead Facilitator and Co-Facilitator temp staff positions.

**B. Supplies**

**Total \$705**

Supplies	Type	Number Needed	Unit Cost	Amount Requested
DSMP presentation materials	Pens, binders, flip charts, file folders, markers	5 workshops	\$75/ per workshop	\$375
Workshop snacks for people diagnosed with diabetes attending sessions which run 2.5 hours and often occur during evenings in meal times	Small bottled water, granola bars, mixed nuts	6 sessions X 5 workshops	\$11/ per session	\$330
<b>TOTAL Supplies</b>				<b>\$705</b>

**C. Equipment**

**Total \$0.00**

**D. Other Expenses**

**Total \$667**

Local mileage to DSMP workshops	Number of People	Number of Total Miles	Cost per Mile	Amount Requested
Local travel	2 temp facilitators	1,160 mi.	\$0.575	\$667

**UTSA Subaward  
Attachment 6  
Federal Prime Award Terms and Conditions  
Subaward No. 1000001592**

Subrecipient is subject to the terms and conditions attached, as applicable to the type of organization. Where appropriate, the following modifications are made to the specific terms herein:

Wherever the terms "Government," "Prime Sponsor Name," or "Prime Recipient Name" are used, "PTE" shall be substituted. Wherever the terms "Grant Officer" or "Program Officer" are used, "PTE Authorized Official" shall be substituted. Wherever the word "Award" is used, the word "Subaward" shall be substituted. Wherever the word "Recipient/PTE" is used, the word "Subrecipient" shall be substituted. Such substitutions shall not be made in clauses addressing intellectual property or where it is clear, by the context of the provision itself or the conditions under which it is being applied, that the reference is intended to refer to the Government, its officers or agents, or the Recipient/PTE specifically. References in any provision incorporated by reference herein to any "Disputes" clause shall be construed as references to the "Disputes" provision contained elsewhere in this Subaward. No provision herein shall be taken to imply any direct access on the part of the Subrecipient to any Disputes process as defined in the terms of the Federal Prime Award.





December 8, 2016

Meizi He, MD, PhD  
University of Texas at San Antonio  
Department of Kinesiology, Health and Nutrition,  
One UTSA Circle  
San Antonio, TX, 78249

RE: Award Notification  
Grant #: 1-17-ICTS-029  
Project Title: *Building a healthy temple: a diabetes self-management support program in Hispanic faith community settings*

Dear Dr. He,

Your Innovative Clinical or Translational Science Award application *Building a healthy temple: a diabetes self-management support program in Hispanic faith community settings* was peer reviewed by the American Diabetes Association's Research Grant Review Committee, and we are delighted to inform you that it has been approved for funding. Your assigned American Diabetes Association award number is **1-17-ICTS-029**. Please make a note of it, as it will be required when contacting the Association for all future grant inquiries and transactions.

American Diabetes Association research awards are paid on a quarterly basis to your institution according to the following schedule:

- February 15
- May 15
- August 15
- November 15

This is your official award notification for the funding amount of \$199,853.00, for the period beginning January 1, 2017 and ending December 31, 2017.

This is a three year award, scheduled to end on **December 31, 2019**. After the first year, each subsequent year of funding is contingent upon approval of an annual Progress Report, which includes a scientific and a financial portion. Each annual Progress Report is due to the Association 60 days prior to the end of the current funding year.

***The Association reserves the right to reduce your current award year by 5% if the Progress Report is not received on or before the due date. The reduction shall be withheld from the next scheduled award payment. Should the complete report not be received within 90 days of the due date, your award will be terminated.***

After the completion of the final year of the grant, the cumulative Final Report, which includes a scientific and a financial portion, is due within 60 days after the expiration date of the grant. Any unexpended funds (>\$25) at the end of the final year **MUST** be returned to the American Diabetes Association. Any and all adjustments must be incorporated into the Final Report financial reconciliation and accounting.

---

Research Programs  
2451 Crystal Drive, Suite  
900Arlington, VA 22202





Any claims not brought within 6 months of the end date of the award shall be deemed waived. ***If the complete Final Report is not received by the due date, you will be ineligible to apply for any future American Diabetes Association awards until the obligations for this award are complete.*** If you have other Association awards, those awards will be placed on hold until the proper Final Report is received.

Additionally, Principal Investigators are required to report all patents or discoveries related to Association-funding. If a patent has been awarded or applied for based on research generated from American Diabetes Association support, please complete and submit a Patent Disclosure form. Refer to the enclosed Award Stipulations, which includes the Association's Intellectual Property Policy, for award policies and procedures. Required reporting forms and award administration details can be found on our website at [professional.diabetes.org/grants-admin](http://professional.diabetes.org/grants-admin).

Please notify the American Diabetes Association of your intent to accept this award by signing the Award Acceptance Notification Form provided at the end of this letter. A PDF copy of the executed agreement must be submitted through the Association's online Grant Management Site. To access the site, visit [diabetes.org/grants](http://diabetes.org/grants) and click the **Grant Management Site** button on the right navigation bar. Log-in with the username and password used to submit the grant application. If you do not recall your password, access the "Forgot Password?" link on the log-in screen to receive an email with your account details. Upon logging in, click the **Requirements** tab and click the "Award Acceptance" link to access the file upload form.

If you do not wish to accept this award, please immediately notify the Association in writing via email to [grantadministration@diabetes.org](mailto:grantadministration@diabetes.org).

In addition, the awardee acknowledges and represents that any and all waivers and releases the awardee grants herein are done knowingly and with no representation of inducement by the Association, apart from those contained in this letter and the Association's research pages [[diabetes.org/news-research/](http://diabetes.org/news-research/) and [diabetes.org/grants](http://diabetes.org/grants)].

Furthermore, the Association asks that all funded investigators be available if asked to make a presentation about their research to Association volunteers, staff, and potential donors. We may also ask that you be available for a ceremonial presentation of this award either at the beginning of the project or at subsequent years of funding.

By accepting this grant, you agree that the Association will include award information (name, degrees, institution, project title, award amount, lay abstract) in electronic and printed materials, such as its awardee directory and in other publicly accessible databases of privately funded grant awards. The Association also reserves the right to include information relating to the grant in the Association's periodic reports, newsletters, news releases and any other materials issued by or on behalf of the Association.

Please ensure ongoing compliance with the terms of this award as outlined in the enclosed Award Stipulations. As a reminder, acknowledgement of support from the American Diabetes Association must be made when findings are reported or publicity given to the research, and in all research publications arising, in whole or in part, from Association award funds.

*Publications must acknowledge the Association by including the language "Supported by American Diabetes Association grant #1-17-ICTS-029" in the acknowledgement section of the publication.*

---

Research Programs  
2451 Crystal Drive, Suite  
900Arlington, VA 22202





If you have any questions regarding this letter or terms of this award, please contact Association Research Programs staff via email at [grantadministration@diabetes.org](mailto:grantadministration@diabetes.org).

We extend our best wishes for success in your research.

Sincerely,

  
Orville Kolterman, MD

Chair, American Diabetes Association Research Foundation



## AWARD ACCEPTANCE NOTIFICATION FORM

I, Meizi He, MD, PhD, hereby accept the Innovative Clinical or Translational Science Award being granted by the American Diabetes Association. This award is scheduled to begin January 1, 2017 and I do not have any conflicts in accepting this award. I acknowledge that I have read and understand the terms of the grant contained in this award letter and on the Research Programs website [<http://professional.diabetes.org/grants>], including without limitation, grant stipulations, budget guidelines, and reporting procedures.

By signing below, I and University of Texas at San Antonio certify that we have read and understand the American Diabetes Association's Award Guidelines, as well as the accounting practices established for all Association-funded Research, Development, and Training Awards, as found on the Research Program's website [<http://professional.diabetes.org/grants>]. Additionally, I have been notified that this information and any updates to current procedures found on the Association's official Research Programs website are hereby incorporated by reference.

FOR AWARDEE BY:

Signature: \_\_\_\_\_

Name: Meizi He, MD, PhD

Title: Professor

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

FOR AWARDEE INSTITUTION BY:

Signature: \_\_\_\_\_

Name: Juliet Ray, EDD

Title: Director-Research Service Center-Education

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

**Please sign, have the fiscal officer sign, and return to the American Diabetes Association by:  
January 9, 2017**

Meizi He, MD, PhD

1-17-ICTS-029

\_\_\_\_\_  
Research Programs  
2451 Crystal Drive, Suite  
900Arlington, VA 22202



**UTSA Subaward  
Attachment 7  
Subrecipient Closeout Form  
Subaward No. 1000001592**

Subaward No.: 1000001592 Prime Award No.: 1-17-ICTS-029

Subrecipient Name: San Antonio Metropolitan Health District

Please complete **ALL** of the following sections and return to:

The University of Texas at San Antonio  
Research Service Center - College of Education  
One UTSA Circle  
San Antonio, Texas 78249  
E-mail: [ogcia@utsa.edu](mailto:ogcia@utsa.edu)

**SECTION I. FINANCIAL INFORMATION**

Total amount received under this subcontract **to date**: \$ \_\_\_\_\_

**Are there any outstanding invoices which PTE has not yet reimbursed?**

- Yes\*. Please place an X by those that apply:  
\_\_\_\_\_ Please see attached copies of invoices previously submitted and totaling \$ \_\_\_\_\_  
but which have not yet been reimbursed; **AND/OR**,  
\_\_\_\_\_ Invoices totaling \$ \_\_\_\_\_ have **not yet been submitted** to PTE; or,

- No. By selecting "No", you confirm PTE has paid you/your institution for all invoices submitted for expenses/claims against this subaward. Invoices submitted after this form is signed with this box checked and returned to PTE will not be honored.

*\* Invoices returned with this form are used for informational purposes; originals must be submitted in accordance with the subaward. Reimbursement or payment of expenses is subject to the terms of the subaward including submission of an invoice marked "Final".*

**SECTION II. INVENTIONS**

**Are there any inventions to be reported which resulted from work performed under this subaward?**

- No.  Yes. Please complete the following (attach additional pages as necessary):  
Name of Inventor: \_\_\_\_\_

Name / Description of Invention(s): \_\_\_\_\_

*\*\* A complete invention disclosure must accompany this form for inventions not previously disclosed to PTE, which resulted from performance under this subaward. Invention reporting shall be in the same form as the Federal Prime Award requires.*

**SECTION III. FEDERAL GOVERNMENT/SPONSOR PROVIDED OR FUNDED EQUIPMENT ACQUISITION**

**Was any equipment provided by the Federal Government/Prime Sponsor, or was any equipment purchased with Federal or Prime Sponsor funds provided under this subaward?**

- No.  Yes. Please place an X by those that apply:  
\_\_\_\_\_ All equipment either provided, or purchased with funds, under this subaward has been delivered to the U.S. Government or Prime Sponsor through PTE; or  
\_\_\_\_\_ All equipment provided or purchased with funds under this subaward is awaiting disposition instructions. (Reference subaward terms and conditions.)

Authorized Official Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

**UTSA Subaward  
Attachment 3B, Page 1 of 2  
Subaward No. 1000001592**

**Subrecipient Contact Information**

Name: San Antonio Metropolitan Health District

Address: 111 Soledad, suite 1000

City: San Antonio

State: Texas

Zip Code+4: 78205-2230

Institution Type : Municipal

Congressional District: 35

Registration current in SAM.gov? Yes  No

EIN No: 74-6002070

DUNS No: 066428400

Parent DUNS No:

**Place of Performance\*: 515 Castroville Road, San Antonio, TX. 78237**

*\* Please complete if the Performance Site is not the same address as 1) the Subrecipient as set forth above, OR 2) the PI as set forth below.*

Name: Ellen Spitsen

Address: 515 Castroville Road

City: San Antonio

State: TX

Zip Code+4: 78237-3131

Telephone: 210-207-8744

E-mail: ellen.spitsen@sanantonio.gov

Congressional District: 20

**Administrative Contact**

Name: Ellen Spitsen

Address: 515 Castroville Road

City: San Antonio

State: TX

Zip Code+4: 78237-3131

Telephone: 210-207-8744

Fax: 210-207-8999

E-Mail: ellen.spitsen@sanantonio.gov

**Principal Investigator**

Name: Jennifer Herriott

Address: 111 Soledad, suite 1000

City: San Antonio

State: TX

Zip Code+4: 78205-2230

Telephone: 210-207-8730

Fax: 210-207-8999

E-Mail: Jennifer.Herriott@sanantonio.gov

**Financial Contact**

Name: Julie Sandoval

Address: 111 Soledad, suite 1000

City: San Antonio

State: TX

Zip Code+4: 78205-2230

Telephone: 210-207-5738

Fax: 210-207-8999

E-Mail: Julie.sandoval@sanantonio.gov

**Checks Sent To:**

Name: Julie Sandoval

Address: 111 Soledad, suite 1000

City: San Antonio

State: TX

Zip Code+4: 78205-2230

Telephone: 210-207-5738

Fax: 210-207-8999

E-Mail: Julie.sandoval@sanantonio.gov

**Authorized Official**

Name: Colleen Bridger

Address: 111 Soledad, suite 1000

City: San Antonio

State: TX

Zip Code+4: 78205-2230

Telephone: 210-207-8830

Fax: 210-207-8999

E-Mail: Colleen.Bridger@sanantonio.gov



**UTSA Subaward  
Attachment 3B, Page 2 of 2  
Highest Compensated Officers  
Subaward No. 1000001592**

**Subrecipient Name: San Antonio Metropolitan Health District**

**Both questions must be answered:**

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

Is Subrecipient exempt from reporting compensation?  Yes  No If no, please read information below and complete this Attachment if required.

**The names and total compensation of the five most highly compensated officers of Subrecipient must be listed if:**

(1) Subrecipient in the preceding fiscal year received:

- a) 80 percent or more of its annual gross revenues in Federal awards (federal contracts and subcontracts, loans, grants and subgrants) and cooperative agreements); AND
- b) \$25,000,000 or more in annual gross revenues from Federal awards; AND

(2) the public does not have access to information about the compensation of the senior executives of Subrecipient through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986.

**Officer 1 Name**

**Officer 1 Compensation**

**Officer 2 Name**

**Officer 2 Compensation**

**Officer 3 Name**

**Officer 3 Compensation**

**Officer 4 Name**

**Officer 4 Compensation**

**Officer 5 Name**

**Officer 5 Compensation**

DATE: 2/15/2017

SUBAWARD #: 1000001592

**SUBRECIPIENT INFORMATION**

Subrecipient: San Antonio Metropolitan Health Dept Subrecipient PI: Jennifer Herriott  
 Prime Sponsor: American Diabetes Association Prime Award #: 1-17-ICTS-029  
 Period of Performance: Start: 04/06/2017 End: 12/31/2017  
 DUNS (if available): 066428400 DUNS+4 (if available): \_\_\_\_\_  
 CCR Registration:  Yes  No

Subrecipient "AWARD" Address:

<u>35</u>	<u>111 Soledad ST. STE. 1000</u>	<u>San Antonio</u>	<u>TX</u>	<u>78205</u>
<small>Congressional District</small>	<small>Street Address</small>	<small>City</small>	<small>State</small>	<small>Zip</small>

Is Subrecipient "PLACE OF PERFORMANCE" Address same as "AWARD" Address?  Yes  No  
 If **NO**, please complete below.

<u>20</u>	<u>515 Castrovilla RD</u>	<u>San Antonio</u>	<u>TX</u>	<u>78237</u>
<small>Congressional District</small>	<small>Street Address</small>	<small>City</small>	<small>State</small>	<small>Zip</small>

In the previous fiscal year, did Subrecipient receive eighty percent (80%) or more of its annual gross revenues in federal awards and receive twenty-five million dollars (\$25,000,000) or more in annual gross revenues from federal awards?

Yes  No

If **Yes**, does the public have access to information about executive compensation through reports filed under Section 13(a) or 15(d) of the Securities Exchange Act of 1934 or section 6104 of the Internal Revenue Code of 1986?

Yes  No

If **No**, Subrecipient is required to list the names and total compensation of its five most highly compensated officers of its organization:

- |                     |                             |
|---------------------|-----------------------------|
| 1. Name/Title _____ | Total Compensation \$ _____ |
| 2. Name/Title _____ | Total Compensation \$ _____ |
| 3. Name/Title _____ | Total Compensation \$ _____ |
| 4. Name/Title _____ | Total Compensation \$ _____ |
| 5. Name/Title _____ | Total Compensation \$ _____ |



**AUDIT STATUS**

A-133 Certification: The Federal Office of Management and Budget Circular A-133, "Audits 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 audit requirements of OMB Circular A-133. This also includes subrecipient organizations such as your institution. 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 A-133 audit for the most recent fiscal year, \_\_\_\_\_, is complete. There were no material weaknesses, no material instances of noncompliance and no findings related to any sub-award(s).
- Our A-133 audit for the most recent fiscal year, \_\_\_\_\_, is complete. Material weaknesses, material instances of noncompliance and/or findings related to any sub-award(s) were noted. Enclosed is a copy of the audit report and our corrective action plan; alternatively, it may be found at the following website:  
  
\_\_\_\_\_
- Our A-133 audit for the most recent fiscal year, \_\_\_\_\_, is not yet complete. We anticipate the audit will be completed by \_\_\_\_\_. Upon completion we will provide you with a written certification, and, should material weaknesses, material instances and/or findings be noted, will send a copy of the audit report and corrective action plan or the website where it may be found.
- We are not subject to the requirements of A-133 because (check one):
  - we are a for-profit organization
  - we expend less than \$500,000 in federal funds annually
  - other (please explain below; attach additional sheets if necessary)

*Please note: if subrecipient does not receive an A-133 audit, they may be required to complete a Financial Status Questionnaire, including an audit certification prior to execution of the subaward.*

**CONFLICT OF INTEREST**

- Subrecipient hereby certifies that it has an active and enforced conflict of interest policy consistent with the provision of 42 CFR Part 50, Subpart F "Responsibility of Applicants for Promoting Objectivity in Research." Subrecipient also certifies that, to the best of Institution's knowledge, (1) all financial disclosures have been made related to the activities that may be funded by or through a resulting agreement, and required by its conflict of interest policy; and, (2) all identified conflicts of interest have or will have been satisfactorily managed, reduced or eliminated in accordance with Subrecipient's conflict of interest policy prior to the expenditures of any funds under any resultant agreement.
- Subrecipient does not have an active and/or enforced conflict of interest policy and hereby agrees to abide by UTSA's policy, HOP 10.04 "Conflicts of Interest in Research & Intellectual Property," which is located at <https://www.utsa.edu/hop/chapter10/10-4.html>

SUBAWARD: 100001592

SUBRECIPIENT: San Antonio Metropolitan Health District

**REGULATORY APPROVALS**

*Human Subjects*

- Yes If YES, all IRB approvals for the PI are on file, up to date, and in accordance with OMB Circular A-110 or the applicable OMB circular. If the appropriate approvals have not been updated, they will be obtained on the following date: \_\_\_\_\_
- No

*Animal Subjects*

- Yes If YES, all IACUC approvals for the PI are on file, up to date, and in accordance with OMB Circular A-110 or the applicable OMB circular. If the appropriate approvals have not been updated, they will be obtained on the following date: \_\_\_\_\_
- No

*Export Control*

Subrecipient is individually responsible for ascertaining its compliance with federal export laws.

- By checking this box, Subrecipient certifies that an export control officer, or other authorized person, has reviewed the Subrecipient's proposal for compliance with federal export control laws and procedures. Explain any potential problems below.

*Responsible Conduct of Research*

- By selecting this box, Subrecipient certifies, if applicable, that it maintains an Institutional Plan to meet the prime sponsor's requirements for RCR
- Not applicable because this project is not being funded by either NSF or NIH

*Research Misconduct*

- By selecting this box, Subrecipient certifies that it has completed and submitted PHS-6315 "Assurance of Compliance by Subrecipients" available at: <http://www.ori.dhhs.gov/sites/default/files/PHS-6315.pdf>
- Not applicable because this project is not being funded by the U.S. Public Health Service (PHS)

I certify that the above accurately represents the institution for which I am a representative.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name and Title: Dr. Colleen Bridger, Health Director

Address: 111 Soledad St. STE 1000

Phone No.: 207-8730 Email Address: Colleen.Bridger@sanantonio.gov

Please complete and return this form to:

ATTN: Cindy Goins  
Office of Sponsored Project Administration (OSPA)  
University of Texas at San Antonio  
One UTSA Circle  
San Antonio, TX 78249

If you have any questions, please contact Cindy Goins, 210 458-7049

*Thank you for your cooperation.*



