

AN ORDINANCE ~~2019~~-11-07-0917

AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH THE UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER AT SAN ANTONIO FOR A TERM ENDING JUNE 30, 2020 FOR THE DELIVERY OF TECHNICAL ASSISTANCE SERVICES BY THE SAN ANTONIO METROPOLITAN HEALTH DISTRICT'S PROJECT WORTH PROGRAM RELATED TO TEEN HEALTH AND ACCEPTING \$100,000.00 FROM THE UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER AT SAN ANTONIO RESULTING IN AN INCREASE IN REVENUES TO THE SAN ANTONIO METROPOLITAN HEALTH DISTRICT'S OVERALL BUDGET BY \$100,000.00.

* * * * *

WHEREAS, despite gains made to lower the teen birth rate, disparities persist; birth rates among Hispanic teens (28.9) and non-Hispanic Black teens (27.5) are more than twice as high as those non-Hispanic White teens (13.2); and

WHEREAS, Texas has a teen birth rate of 27.6 births per 1,000 females age 15-19, 47% higher than the national rate, and a Hispanic teen birth rate of 37.5, 30% higher than the national Hispanic rate (28.9); and

WHEREAS, in 2014, the San Antonio Metropolitan Health District (Metro Health) reported 2,441 teen births and of those 539 were repeat teen births; and

WHEREAS, San Antonio's birth rate for females ages 15-19 was 37.4 per 1,000 and was 55% higher than the national rate; and

WHEREAS, according to the National Campaign to Prevent Teen and Unplanned Pregnancy, the 2014 cost of teen childbearing in San Antonio was \$54.2 million in child welfare, healthcare, lost revenue and incarceration; and

WHEREAS, by the year 2019, 111 kindergarten classes will be filled with the children of teen parents; and

WHEREAS, UTHSCSA's Teen Health program (UT Teen Health) was awarded a federal grant from the Office of Population Affairs at the U.S. Department of Health and Human Services to replicate programs that have been effective through rigorous evaluation to reduce teenage pregnancy, behavioral risk factors underlying teenage pregnancy, or other associated risk factors, predominately among 1,000 older youth (15-19 years) who are part of the most vulnerable group of youth: those in juvenile justice, community agencies, and charter schools; and

WHEREAS, Metro Health's Project Worth is a teen pregnancy prevention and teen health program; and

WHEREAS, the mission of Project Worth is to promote the health and well-being of children and teens in San Antonio through education, collaboration, and empowerment; and

WHEREAS, through an agreement with UTHSCSA, Metro Health will provide training and technical assistance to staff and administrators of five sites serving the youth in implementing the curriculum, "Love Notes SRA"; and

WHEREAS, the proposed agreement with UTHSCSA is for a term ending June 30, 2020 and outlines Metro Health's responsibilities and the compensation schedule; **NOW THEREFORE:**

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

SECTION 1. The City Manager or designee or the Director of the San Antonio Metropolitan Health District or designee is hereby authorized to execute an agreement with the University of Texas Health Science Center at San Antonio for a term ending June 30, 2020 for the delivery of technical assistance services by the San Antonio Metropolitan Health District's Project Worth Program related to teen health and to accept \$100,000.00 from the University of Texas Health Science Center at San Antonio resulting in an increase in revenues to the San Antonio Metropolitan Health District's overall budget by \$100,000.00. A copy of the agreement, in substantially final form, is attached hereto and incorporated herein for all purposes as **Attachment I**.

SECTION 2. Funds generated by this ordinance will be deposited into Fund 11001000, Internal Order 236000000011, and General Ledger Account 4407725.

SECTION 3. The amount of \$100,000.00 is appropriated in Fund 11001000, per the table below:

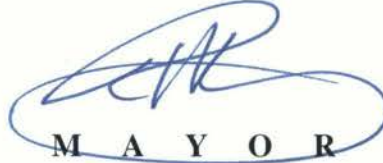
Amount	General Ledger	Cost Center	Fund
\$59,030.00	5201040	3618010008	11001000
\$40,970.00	5201040	3618010002	11001000
Total Amount \$100,000.00			

SECTION 4. The financial allocations in this Ordinance are subject to approval by the Deputy Chief Financial Officer, City of San Antonio. The Deputy Chief Financial Officer may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific Cost Centers, WBS Elements, Internal Orders, General Ledger Accounts, and Fund Numbers as necessary to carry out the purpose of this Ordinance.

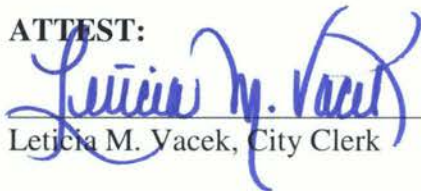
MH
11/07/19
Item No. 25

SECTION 5. This Ordinance is effective immediately upon the receipt of eight affirmative votes; otherwise, it is effective ten days after passage.

PASSED AND APPROVED this 7th day November, 2019.

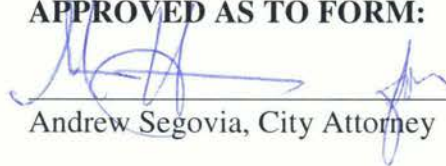

M A Y O R
Ron Nirenberg

ATTEST:



Leticia M. Vacek, City Clerk

APPROVED AS TO FORM:



Andrew Segovia, City Attorney

Agenda Item:	25 (in consent vote: 5, 6, 7, 8, 9, 10A, 10B, 10C, 10D, 10E, 11, 12, 13, 14, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 29)						
Date:	11/07/2019						
Time:	09:42:59 AM						
Vote Type:	Motion to Approve						
Description:	Ordinance approving an agreement with the University of Texas Health Science Center at San Antonio for a term ending June 30, 2020 for the delivery of technical assistance services by the San Antonio Metropolitan Health District's Project Worth Program related to teen health and accepting \$100,000.00 from the University of Texas Health Science Center at San Antonio resulting in an increase in revenues to the San Antonio Metropolitan Health District's overall budget by \$59,030.00. [Colleen M. Bridger, MPH, PhD, Assistant City Manager; Jennifer Herriott, MPH, Interim Director, Health]						
Result:	Passed						
Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Ron Nirenberg	Mayor		x				
Roberto C. Treviño	District 1		x				
Jada Andrews-Sullivan	District 2		x			x	
Rebecca Viagran	District 3		x				
Adriana Rocha Garcia	District 4		x				
Shirley Gonzales	District 5	x					
Melissa Cabello Havrda	District 6		x				
Ana E. Sandoval	District 7		x				
Manny Pelaez	District 8		x				
John Courage	District 9		x				x
Clayton H. Perry	District 10		x				

ATTACHMENT I

FDP Cost Reimbursement Research Subaward Agreement

Federal Awarding Agency: Department of Health and Human Services - Public Health Service

Pass-Through Entity (PTE):

The University of Texas Health Science Center at San Antonio

Subrecipient:

City of San Antonio - Metro Health

PTE PI: Plastino, Kristen

Sub PI: Ellen Spitsen

PTE Federal Award No: TP1AH000206

Subaward No: 166423/165791

Project Title: Replication of Programs Proven Effective throughout Bexar County and Throughout Texas

Subaward Period of Performance (Budget Period):

Start: 07/15/2019

End: 06/30/2020

Amount Funded This Action (USD): \$ 100,000.00

Estimated Project Period (if incrementally funded):

Start:

End:

Incrementally Estimated Total (USD): \$

Terms and Conditions

1. PTE hereby awards a cost reimbursable subaward, as described above, to Subrecipient. The Statement of Work and budget for this Subaward are as shown in Attachment 5. In its performance of Subaward work, Subrecipient shall be an independent entity and not an employee or agent of PTE.
2. Subrecipient shall submit invoices not more often than monthly and not less frequently than quarterly for allowable costs incurred. Upon the receipt of proper invoices, the PTE agrees to process payments in accordance with this Subaward and 2 CFR 200.305. 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 required in 2 CFR 200.415 (a). Invoices that do not reference PTE Subaward number shall be returned to Subrecipient. Invoices and questions concerning invoice receipt or payments shall be directed to the party's Financial Contact, shown in Attachment 3A.
3. 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, not later than 15 days after the Project Period end date. The final statement of costs shall constitute Subrecipient's final financial report.
4. All payments shall be considered provisional and are 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 shall be directed to the appropriate party's Principal Investigator as shown in Attachments 3A and 3B. Technical reports are required as shown in Attachment 4.
6. Matters concerning the request or negotiation of any changes in the terms, conditions, or amounts cited in this Subaward, and any changes requiring prior approval, shall be directed to each party's Administrative Contact, as shown in Attachments 3A and 3B. Any such change made to this Subaward requires the written approval of each party's Authorized Official, as shown in Attachments 3A and 3B.
7. The PTE may issue non-substantive changes to the Period of Performance and budget Bilaterally. Unilateral modification shall be considered valid 14 days after receipt unless otherwise indicated by Subrecipient when sent to Subrecipient's Authorized Official Contact, as shown in Attachment 3B.
8. 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.
9. Either party may terminate this Subaward with 30 days written notice to the appropriate party's Administrative Contact, as shown in Attachments 3A and 3B. PTE shall pay Subrecipient for termination costs as allowable under Uniform Guidance, 2 CFR 200, or 45 CFR Part 75 Appendix IX, as applicable.
10. By signing this Subaward, including the attachments hereto which are hereby incorporated by reference, Subrecipient certifies that it will perform the Statement of Work in accordance with the terms and conditions of this Subaward and the applicable terms of the Federal Award, including the appropriate Research Terms and Conditions ("RTCs") of the Federal Awarding Agency, as referenced in Attachment 2. The parties further agree that they intend this Subaward to comply with all applicable laws, regulations and requirements.

By an Authorized Official of Pass-through Entity:

By an Authorized Official of Subrecipient:

Name: Chris G. Green, CPA

Date

Title: Senior Director, Office of Sponsored Programs

Name:

Date

Title:

Attachment 1
Certifications and Assurances

Subaward Number:

166423/165791

Certification Regarding Lobbying (2 CFR 200.450)

By signing this Subaward, the Subrecipient Authorized Official certifies, to the best of his/her knowledge and belief, that 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 in accordance with 2 CFR 200.450.

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 PTE.

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 31 U.S.C. 1352. 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 (2 CFR 200.213 and 2 CFR 180)

By signing this Subaward, the Subrecipient Authorized Official certifies, to the best of his/her knowledge and belief that neither the Subrecipient 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, in accordance with 2 CFR 200.213 and 2 CFR 180.

Audit and Access to Records

Per 2 CFR 200.501- 200.521, Subrecipient certifies that it will provide notice of any adverse findings which impact this Subaward and will provide access to records as required by parts 2 CFR 200.336, 200.337, and 200.201 as applicable. If Subrecipient is not subject to the Single Audit Act, then Subrecipient will provide notice of the completion of any required audits and provide access to such audits upon request.

Program for Enhancement of Contractor Employee Protections (41 U.S.C 4712)

Subrecipient is hereby notified that they are required to: inform their employees working on any federal award that they are subject to the whistleblower rights and remedies of the pilot program; inform their employees in writing of employee whistleblower protections under 41 U.S.C §4712 in the predominant native language of the workforce; and include such requirements in any agreement made with a subcontractor or subgrantee.

The Subrecipient shall require that the language of the certifications above in this Attachment 1 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.

Use of Name

Neither party shall use the other party's name, trademarks, or other logos in any publicity, advertising, or news release without the prior written approval of an authorized representative of that party. The parties agree that each party may use factual information regarding the existence and purpose of the relationship that is the subject of this Subaward for legitimate business purposes, to satisfy any reporting and funding obligations, or as required by applicable law or regulation without written permission from the other party. In any such statement, the relationship of the parties shall be accurately and appropriately described.

Attachment 2
Federal Award Terms and Conditions

Subaward Number

166423/165791

Required Data Elements

The data elements required by Uniform
Guidance are incorporated in the attached Federal Award.

Federal Award Issue Date FAIN CFDA No.
07/03/19 TP1AH000206 93.237

This Subaward Is:

☐ Research & Development ☒ Subject to FFATA

CFDA Title

Adolescent Health Programs

Key Personnel Per NOA

General Terms and Conditions

By signing this Subaward, Subrecipient agrees to the following:

1. To abide by the conditions on activities and restrictions on expenditure of federal funds in appropriations acts that are applicable to this Subaward to the extent those restrictions are pertinent. This includes any recent legislation noted on the Federal Awarding Agency's website:
<http://www.hhs.gov/sites/default/files/grants/grants/policies-regulations/hhsgps107.pdf>
2. 2 CFR 200 and 45 CFR Part 75.
3. The Federal Awarding Agency's grants policy guidance, including addenda in effect as of the beginning date of the period of performance or as amended found at:
<http://www.hhs.gov/sites/default/files/grants/grants/policies-regulations/hhsgps107.pdf>
4. Research Terms and Conditions, including any Federal Awarding Agency's Specific Requirements found at:
<http://www.hhs.gov/sites/default/files/grants/grants/policies-regulations/hhsgps107.pdf> except for the following :
 - a. No-cost extensions require the written approval of the PTE. Any requests for a no-cost extension shall be directed to the Administrative Contact shown in Attachment 3A, not less than 30 days prior to the desired effective date of the requested change.
 - b. Any payment mechanisms and financial reporting requirements described in the applicable Federal Awarding Agency Terms and Conditions and Agency-Specific Requirements are replaced with Terms and Conditions (1) through (4) of this Subaward; and
 - c. Any prior approvals are to be sought from the PTE and not the Federal Awarding Agency.
 - d. Title to equipment as defined in 2 CFR 200.33 that is purchased or fabricated with research funds or Subrecipient cost sharing funds, as direct costs of the project or program, shall vest in the Subrecipient subject to the conditions specified in 2 CFR 200.313.
 - e. Prior approval must be sought for a change in Subrecipient PI or change in Key Personnel (defined as listed on the NOA).
5. Treatment of program income: Additive

This section intentionally left blank

Special Terms and Conditions:

Copyrights:

Subrecipient Grants to PTE an irrevocable, royalty-free, non-transferable, non-exclusive right and license to use, reproduce, make derivative works, display, and perform publicly any copyrights or copyrighted material (including any computer software and its documentation and/or databases) first developed and delivered under this Subaward solely for the purpose of and only to the extent required to meet PTE's obligations to the Federal Government under its PTE Federal Award.

Subrecipient grants to PTE the right to use any written progress reports and deliverables created under this Subaward solely for the purpose of and only to the extent required to meet PTE's obligations to the Federal Government under its Federal Award.

Data Rights:

Subrecipient grants to PTE the right to use data created in the performance of this Subaward solely for the purpose of and only to the extent required to meet PTE's obligations to the Federal Government under its PTE Federal Award.

Data Sharing and Access (Check if applicable):

☐ Subrecipient agrees to comply with the Federal Awarding Agency's data sharing and access requirements as reflected in the NOA (or in the special terms below) and the Data Management/Sharing Plan submitted to the Federal Awarding Agency and attached.

Promoting Objectivity in Research (COI):

Subrecipient must designate herein which entity's Financial Conflicts of Interest policy (COI) will apply: **Subrecipient**

If applying its own COI policy, by execution of this Subaward, Subrecipient certifies that its policy complies with the requirements of the relevant Federal Awarding Agency as identified herein: **NIH - 42 CFR Part 50 Subpart F**

Subrecipient shall report any financial conflict of interest to PTE's Administrative Representative or COI contact, as designated on Attachment 3A. Any financial conflicts of interest identified shall, when applicable, subsequently be reported to Federal Awarding Agency. Such report shall be made before expenditure of funds authorized in this Subaward and within 45 days of any subsequently identified COI.

Work Involving Human or Vertebrate Animals (Select Applicable Options)

☒ No Human or Vertebrate Animals

This section left intentionally blank.

Human Subjects Data (Select One)

Not Applicable

This section left intentionally blank

Additional Terms

Notwithstanding the foregoing, It is the policy of the State of Texas not to acquire commercial general liability insurance for torts committed by employees of the State who are acting within the scope of their employment. Rather, third parties must look to the Texas Tort Claims Act for relief with respect to property damage, personal injury, and death proximately caused by the wrongful act or omission or negligence of an employee acting within his scope of employment as more fully set out above

Attachment 3A
Pass-Through Entity (PTE) Contacts

Subaward Number:

166423/165791

PTE Information

Entity DUNS Name: The University of Texas Health Science Center at San Antonio

Legal Address:
7703 Floyd Curl Drive
San Antonio, TX 78229-3900

Website: <http://research.uthscsa.edu/osp/>

PTE Contacts

Central Email: grants@uthscsa.edu

Principal Investigator Name: Plastino, Kristen

Email: plastino@uthscsa.edu

Telephone Number:

Administrative Contact Name: Post Award Accountant: Laura Delaney

Email: grants@uthscsa.edu

Telephone Number: 210-567-2340

COI Contact email (if different to above): COI@uthscsa.edu

Financial Contact Name: Post Award Accountant

Email: subaward-invoices@uthscsa.edu

Telephone Number: 210-567-2340

Email invoices? ☒ Yes ☐ No Invoice email (if different):

Authorized Official Name: Chris G. Green, CPA

Email: grants@uthscsa.edu

Telephone Number: 210-567-2340

PI Address:

The University of Texas Health Science Center at San Antonio
Department of Obstetrics & Gynecology
7703 Floyd Curl Drive, MSC 7836
San Antonio, TX 78229

Administrative Address:

The University of Texas Health Science Center at San Antonio
Office of Sponsored Programs
7703 Floyd Curl Drive, MSC 7828
San Antonio, TX 78229-3900

Invoice Address:

EMAIL PREFERRED
The University of Texas Health Science Center at San Antonio
Office of Sponsored Programs
7703 Floyd Curl Drive, MSC 7828
San Antonio, TX 78229-3900

Attachment 3B
Subrecipient Contacts

Subaward Number:

166423/165791

Subrecipient Information for FFATA reporting

Entity's DUNS Name: City of San Antonio

EIN No.: 74-6002070

Institution Type: City/Township Gov't

DUNS: 0664284

Currently registered in SAM.gov: ☒ Yes ☐ No

Exempt from reporting executive compensation: ☒ Yes ☐ No (if no, complete 3Bpg2)

Parent DUNS:

This section for U.S. Entities:

Zip Code Look-up

Place of Performance Address

Congressional District: 35

Zip Code+4:

78205-2290

San Antonio Metropolitan Health District
515 Castroville, Suite 101
San Antonio, Texas
78237

Subrecipient Contacts

Central Email: samhd@sanantonio.gov

Website: https://www.sanantonio.gov/health

Principal Investigator Name: Ellen Spitsen

Email: ellen.spitsen@sanantonio.gov

Telephone Number: 210-207-8744

Administrative Contact Name: Linda Costley

Email: linda.cosley@sanantonio.gov

Telephone Number: 210-207-8723

Financial Contact Name: Roslynn De Luna

Email: roslynn.deluna@sanantonio.gov

Telephone Number: 210-207-8167

Invoice Email:

Authorized Official Name: Jennifer Herriott

Email: jennifer.herriott@sanantonio.gov

Telephone Number: 210-207-3117

Legal Address:

City of San Antonio Metropolitan Health District
PO Box 839966
San Antonio, Texas 78283

Administrative Address:

City of San Antonio Metropolitan Health District
111 Soledad, Suite 1000
San Antonio, Texas 78205-2290

Payment Address:

City of San Antonio Metropolitan Health District
PO Box 839966
San Antonio, Texas 78283

Attachment 3B-2
Highest Compensated Officers

Subaward Number:

166423/165791

Subrecipient:

Institution Name: City of San Antonio - Metro Health

PI Name: Ellen Spitsen

Highest Compensated Officers

The names and total compensation of the five most highly compensated officers of the entity(ies) must be listed if the entity in the preceding fiscal year received 80 percent or more of its annual gross revenues in Federal awards; and \$25,000,000 or more in annual gross revenues from Federal awards; and the public does not have access to this information about the compensation of the senior executives of the entity 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. See FFATA § 2(b)(1) 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:

Attachment 4
Reporting and Prior Approval Terms

Subaward Number:

166423/165791

Subrecipient agrees to submit the following reports (PTE contacts are identified in Attachment 3A):

Technical Reports:

- ☐ Monthly technical/progress reports will be submitted to the PTE's Principal Investigator within 15 days of the end of the month.
- ☐ Quarterly technical/progress reports will be submitted within 30 days after the end of each project quarter to the PTE's Principal Investigator.
- ☐ Annual technical / progress reports will be submitted within 60 days prior to the end of each budget period to the PTE's Principal Investigator. Such report shall also include a detailed budget for the next Budget Period, updated other support for key personnel, certification of appropriate education in the conduct of human subject research of any new key personnel, and annual IRB or IACUC approval, if applicable.
- ☐ A Final technical/progress report will be submitted to the PTE's Principal Investigator within 60 days of the end of the Project Period or after termination of this award, whichever comes first.
- ☒ Technical/progress reports on the project as may be required by PTE's Principal Investigator in order for the PTE to satisfy its reporting obligations to the Federal Awarding Agency.

Prior Approvals:

Carryover:

Carryover is restricted for this subaward by the: Federal Awarding Agency

Submit carryover requests to the Administrative Contact

Other Reports:

- ☒ In accordance with 37 CFR 401.14, Subrecipient agrees to notify PTE's Administrative Contact within 60 days after Subrecipient's inventor discloses invention(s) in writing to Subrecipient's personnel responsible for patent matters. The Subrecipient will submit a final invention report using Federal Awarding Agency specific forms to the PTE's Administrative Contact within 60 days of the end of the Project Period to be included as part of the PTE's final invention report to the Federal Awarding Agency.
A negative report is required: Upon Request
- ☐ Property Inventory Report (only when required by Federal Awarding Agency), specific requirements below.

Other Special Reporting Requirements:

Attachment 5
Statement of Work, Cost Sharing, Indirects & Budget

Subaward Number:
166423/165791

Statement of Work

☒ Below ☐ Attached, pages

If award is FFATA eligible and SOW exceeds 4000 characters, include a *Subrecipient Federal Award Project Description*

UT HEALTH SA UT Teen Health will work with the San Antonio Metro Health Department to ensure that they are provided with the necessary training and technical assistance that will enable them to maximize their contribution to the replicating initiative. Specifically, UT HEALTH SA UT Teen Health will provide the following:

1. Assist with necessary logistics, access, and space to accomplish goals during the year.
2. Provide professional development training on: Getting to Outcome® framework, Love Notes SRA, Observations and Fidelity, Implementing Positive Youth Development techniques, a trauma-informed approach (TIA).
3. Provide curriculum, observation and data forms, and materials needed for training and technical assistance on the implementation of the curriculum including facilitator training.
4. The database and tools needed for training, observations and meetings. Evaluation of the strategies used, including outcome evaluation if appropriate.

San Antonio Metro Health Department will provide the following:

1. Strategies to identify the best fit of an effective curriculum, including needs assessment strategies for partners.
2. Training, implementation, and technical assistance to staff and administrators on the implementation of the curriculum: Love Notes SRA.
3. Technical assistance includes observations and fidelity of 10% of sessions delivered.
4. Participating in training to include: Getting to Outcomes®, Love Notes SRA training, Implementing Positive Youth Development techniques, a trauma-informed approach (TIA), SMARTool training, Continuous Quality Improvement training and cessation support.
5. Participate in a professional development plan.
6. Participate in regular Community Advisory Group meetings held every other month.
7. Delivery and/or collection of demographic forms that are de-identified.
8. Utilize diverse approaches that are designed to best meet the needs of the organization and their facilitators.
9. Collaborate to establish mechanisms to regularly collect and submit evaluation tools to UT Teen Health to support monitoring and evaluation activities (this may include fidelity logs, attendance logs, observation logs, and demographic information, or surveys).
10. Participate in all required training and technical assistance meetings and events.
11. A close-out reports to be provided to UT Teen Health upon completion of each meeting/training to include: number of partner meeting/training dates, sign-in sheets, and summary of meetings.

Budget Information

Indirect Information Indirect Cost Rate (IDC) Applied %

Rate Type: Modified Total Direct Costs

Cost Sharing No

If Yes, include Amount: \$

Budget Details

☐ Below ☒ Attached, 1 pages

Budget Totals

Direct Costs \$

Indirect Costs \$

Total Costs \$

All amounts are in United States Dollars

San Antonio Metro Health Department Itemized Budget		
	Cost	Date Due/ Frequency
Participation in Getting To Outcomes (GTO®) Training	\$5,000	July 2019 - June 2020
EBP Training for Love Notes SRA	\$5,000	
Follow-up T&TA Organization Needs Assessments and develop Organizational T&TA Plans	\$10,000	
Professional Development Surveys	\$1,000	
Additional trainings such as Implementing Positive Youth Development techniques, a trauma-informed approach (TIA), SMARTool /training, Continuous Quality Improvement training and cessation support.	\$4,000	Dates TBD July 2019- June 2020
Representation/Co-facilitation at Community Advisory Meetings	\$5,000	
Participation in Professional Development Trainings	\$5,000	July 2019 - June 2020
Instruction/support of EBP and collection/submission of required performance measures (pre-implementation plan, attendance logs, demographic information, fidelity logs, and referrals) for each site (\$10,000 for each site x 5 sites)	\$50,000	July 2019 - June 2020
Conducting Fidelity Monitoring Observation of 10% of EBP sessions implemented.	\$10,000	July 2019 - June 2020
Closeout Reports	\$5,000	June 12, 2020
	Total: \$100,000	

Attachment 6

Notice of Award (NOA) and any additional documents

- ☒ The following pages include the NOA and if applicable any additional documentation referenced throughout this Subaward.
- ☐ Not incorporating the NOA or any additional documentation to this Subaward.

1. DATE ISSUED MM/DD/YYYY 07/03/2019		1a. SUPERSEDES AWARD NOTICE dated except that any additions or restrictions previously imposed remain in effect unless specifically rescinded	
2. CFDA NO. 93.297 - Adolescent Health Programs			
3. ASSISTANCE TYPE Cooperative Agreement			
4. GRANT NO. 1 TP1AH000206-01-00 Formerly		5. TYPE OF AWARD Other	
4a. FAIN TP1AH000206		5a. ACTION TYPE New	
6. PROJECT PERIOD MM/DD/YYYY From 07/15/2019		Through 06/30/2021	
7. BUDGET PERIOD MM/DD/YYYY From 07/15/2019		Through 06/30/2020	
8. TITLE OF PROJECT (OR PROGRAM) Replication of Programs Proven Effective throughout Bexar County and throughout Texas.			

**DEPARTMENT OF HEALTH AND HUMAN SERVICES
PUBLIC HEALTH SERVICE
OASH Office of Grants Management**

200 Independence Avenue, SW
Washington, DC 20201

NOTICE OF AWARD

AUTHORIZATION (Legislation/Regulations)
Division B, Title II of the Consolidated and Further Continuing
Appropriations Act, 2019 (Public Law No. 115-245)

9a. GRANTEE NAME AND ADDRESS UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER OF SAN ANTONIO 7703 Floyd Curl Dr School of Medicine San Antonio, TX 78229-3901		9b. GRANTEE PROJECT DIRECTOR Kristen A Plastino MD 7703 Floyd Curl Drive School of Medicine San Antonio, TX 78229-3900 Phone: 210-567-7036	
10a. GRANTEE AUTHORIZING OFFICIAL Mr. Chris G Green 7703 Floyd Curl Dr School of Medicine San Antonio, TX 78229-3901		10b. FEDERAL PROJECT OFFICER Mrs. Jaclyn Ruiz 1101 Tower Oaks Blvd. Rockville, MD 20852 Phone: 240-453-8134	

ALL AMOUNTS ARE SHOWN IN USD

11. APPROVED BUDGET (Excludes Direct Assistance)		12. AWARD COMPUTATION	
I Financial Assistance from the Federal Awarding Agency Only		a. Amount of Federal Financial Assistance (from item 11m) 493,000.00	
II Total project costs including grant funds and all other financial participation		b. Less Unobligated Balance From Prior Budget Periods 0.00	
a. Salaries and Wages 189,987.00		c. Less Cumulative Prior Award(s) This Budget Period 0.00	
b. Fringe Benefits 56,238.00		d. AMOUNT OF FINANCIAL ASSISTANCE THIS ACTION 493,000.00	
c. Total Personnel Costs 246,225.00		13. Total Federal Funds Awarded to Date for Project Period 493,000.00	
d. Equipment 0.00		14. RECOMMENDED FUTURE SUPPORT (Subject to the availability of funds and satisfactory progress of the project):	
e. Supplies 59,260.00		YEAR TOTAL DIRECT COSTS YEAR TOTAL DIRECT COSTS	
f. Travel 11,607.00		a. 2 d. 5	
g. Construction 0.00		b. 3 e. 6	
h. Other 25,233.00		c. 4 f. 7	
i. Contractual 47,500.00		15. PROGRAM INCOME SHALL BE USED IN ACCORD WITH ONE OF THE FOLLOWING ALTERNATIVES:	
j. TOTAL DIRECT COSTS 389,825.00		a. DEDUCTION	
k. INDIRECT COSTS 103,175.00		b. ADDITIONAL COSTS	
l. TOTAL APPROVED BUDGET 493,000.00		c. MATCHING	
m. Federal Share 493,000.00		d. OTHER RESEARCH (Add / Deduct Option)	
n. Non-Federal Share 0.00		e. OTHER (See REMARKS)	
		16. THIS AWARD IS BASED ON AN APPLICATION SUBMITTED TO, AND AS APPROVED BY, THE FEDERAL AWARING AGENCY ON THE ABOVE TITLED PROJECT AND IS SUBJECT TO THE TERMS AND CONDITIONS INCORPORATED EITHER DIRECTLY OR BY REFERENCE IN THE FOLLOWING:	
		a. The grant program legislation	
		b. The grant program regulations	
		c. This award notice including terms and conditions, if any, noted below under REMARKS	
		d. Federal administrative requirements, cost principles and audit requirements applicable to this grant.	
		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 - ☒ Yes ☐ No)
This action approves FY19 OAH funds in the amount of \$493,000.00. See attached Terms and Conditions

GRANTS MANAGEMENT OFFICIAL:

Scott Moore, Director, OASH Office of Grants Management
1101 Wootton Parkway
Rockville, MD 20852
Phone: 2404538822

17.OBJ CLASS 41.51	18a. VENDOR CODE 1741586031A2	18b. EIN 741586031	19. DUNS 800772162	20. CONG. DIST. 21
FY-ACCOUNT NO.	DOCUMENT NO.	ADMINISTRATIVE CODE	AMT ACTION FIN ASST	APPROPRIATION
21. a. 9-19999SQ	b. TP1AH0206A	c. TPP01	d. \$493,000.00	e. 75-19-0120
22. a.	b.	c.	d.	e.
23. a.	b.	c.	d.	e.

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Federal Financial Report Cycle			
Reporting Period Start Date	Reporting Period End Date	Reporting Type	Reporting Period Due Date
07/15/2019	09/30/2019	Quarterly	10/30/2019
10/01/2019	12/31/2019	Quarterly	01/30/2020
01/01/2020	03/31/2020	Quarterly	04/30/2020
04/01/2020	06/30/2020	Quarterly	07/30/2020
07/01/2020	09/30/2020	Quarterly	10/30/2020
10/01/2020	12/31/2020	Quarterly	01/30/2021
01/01/2021	03/31/2021	Quarterly	04/30/2021
04/01/2021	06/30/2021	Final	09/28/2021

SPECIAL TERMS AND REQUIREMENTS

1. This notice of award specifies a project period as described in 45 C.F.R. § 59.8. The grant will be initially for up to 1 year and subsequent continuation awards will also be for up to 1 year at a time. A grantee must submit a separate application to have support continued for each subsequent year. Decisions regarding continuation awards and the funding level of such awards will be made after consideration of such factors as the grantee's progress and management practices, and the availability of funds. In all cases, continuation awards require a determination by HHS that continued funding is in the best interest of the government.
2. The grantee is expected to replicate programs with participants and/or in communities with the greatest need for services, and must ensure that services provided through the award will not duplicate services and/or programs that already exist in the populations or communities to be served.
3. The grantee is expected to replicate one or more programs proven effective through rigorous evaluation to prevent teenage pregnancy or associated risks, using the definition of rigorous evaluation as stated on pages 11-12 of the FOA.
4. The grantee is expected to submit copies of all final Memoranda of Understanding (MOUs) and/or subawards with all partners that will support the project.
5. The grantee is expected to review all program materials for use in the project for medical accuracy prior to use in the grant. The grantee is expected to conduct their own review and certify that materials are medically accurate prior to use the project.
6. The grantee is expected to demonstrate feasibility and readiness to begin conducting an outcome evaluation by the end of the project period, but is not expected to conduct an outcome evaluation during the Phase I project period. The focus of Phase I funding is to conduct process and implementation evaluation to establish project merit and demonstrate the feasibility of implementation.
7. Grantees are expected to use max.gov rather than email to share relevant project documents with their OAH project officer. This includes, but is not limited to, MOUs, CQI plans, dissemination and communications materials, medical accuracy review results, and annual updates to their grantee profile.
8. For any products produced from HHS grant-supported activities, such as websites, publications, presentations, videos, power point presentations, etc., recipients must include an acknowledgment of grant support by stating either "This publication was made possible by Grant Number _____ from the HHS Office of Population Affairs." or "The project described was supported by Grant Number _____."

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_____ from the HHS Office of Population Affairs.” Recipients also must include a disclaimer stating that “Contents are solely the responsibility of the authors and do not necessarily represent the official views of the Department of Health and Human Services or the Office of Population Affairs.”

9. In addition to the usual monitoring and technical assistance provided under the cooperative agreement (e.g., assistance from assigned Federal project officer, monthly conference calls, occasional site visits, ongoing review of plans and progress, participation in relevant meetings, provision of training and technical assistance), OAH substantial programmatic involvement may include:

a.) Prior approval for change of time that Key Personnel are dedicated to the project and for replacement of Key Personnel. Key Personnel includes any position that supports day-to-day project management in addition to Project Director, such as Project Manager, Project Coordinator, etc. Key Personnel also includes the lead evaluator.

b.) Consulting with the awardee throughout the preparation and dissemination of materials related to the project.

c.) Review and approval of implementation and evaluation plans.

d.) Review project materials prior to use in the project to ensure the materials are medically accurate, if deemed necessary.

e.) Review and approval of design and implementation of provisions in the FOA expectations section.

STANDARD TERMS

1. You must comply with all terms and conditions outlined in the grant award, including grant policy terms and conditions contained in applicable Department of Health and Human Services (HHS) Grant Policy Statements (GPS), (note any references in the GPS to 45 C.F.R. Part 74 or 92 are now replaced by 45 C.F.R. Part 75, and the SF-269 is now the SF-425), and requirements imposed by program statutes and regulations, Executive Orders, and HHS grant administration regulations, as applicable; as well as any requirements or limitations in any applicable appropriations acts. By drawing or otherwise obtaining funds for the award from the grant payment system or office, you accept the terms and conditions of the award and agree to perform in accordance with the requirements of the award.

The HHS Grants Policy Statement is available at:

<http://www.hhs.gov/sites/default/files/grants/grants/policies-regulations/hhsgps107.pdf>

Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS awards are at 45 C.F.R. Part 75.

2. Certain changes to your project or personnel require prior approval from the Grants Management Officer (GMO). (See Part II, HHS Grants Policy Statement (GPS), any references in the GPS to 45 C.F.R. Part 74 or 92 are now replaced by 45 C.F.R. Part 75). All amendment requests requiring prior approval must be signed by the grantee authorizing official and or PI/PD and submitted through the GrantSolutions Amendment Module. Only responses signed by the GMO are considered valid. If you take action on the basis of responses from other officials or individuals, you do so at your own risk. Such responses will not be considered binding by or upon any OASH Office.

Any other correspondence not relating to a prior approval item should be uploaded to Grant Notes within the GrantSolutions system. Include the Federal grant number and signature of the authorized

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business official and the project director on all such correspondence.

3. The *Department of Defense and Labor, Health and Human Services, and Education Appropriations Act, 2019 and Continuing Appropriations Act, 2019*, contains requirements and restrictions related to the use of federal funds from the HHS Office of the Assistant Secretary for Health (OASH) on all grant or cooperative agreements henceforth including the current budget period.

(1) Salary Limitation (section 202 of the FY 2019 appropriations act)

"None of the funds appropriated in this title shall be used to pay the salary of an individual, through a grant or other extramural mechanism, at a rate in excess of Executive Level II."

The Salary Limitation is based upon the Executive Level II of the Federal Executive Pay Scale. Effective January 6, 2019, the Executive Level II salary is \$192,300. For the purposes of the salary limitation, the direct salary is exclusive of fringe benefits and indirect costs. An individual's direct salary is not constrained by the legislative provision for a limitation of salary. The rate limitation simply limits the amount that may be awarded and charged to the grant. A recipient may pay an individual's salary amount in excess of the salary cap with non-federal funds.

(2) Acknowledgement of Federal Grant Support (Section 505 of the FY 2019 appropriations act)

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, all grantees receiving Federal funds included in this Act, including but not limited to State and local governments and recipients of Federal research grants, shall clearly state—

- (a.) the percentage of the total costs of the program or project which will be financed with Federal money;
- (b.) the dollar amount of Federal funds for the project or program; and
- (c.) percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources."

4. Reporting Subawards and Executive Compensation

a. Reporting of first-tier subawards.

1. *Applicability.* Unless you are exempt as provided in paragraph d. of this award term, you must report each action that obligates \$25,000 or more in Federal funds that does not include Recovery Act funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a subaward to an entity (see definitions in paragraph e. of this award term).

2. *Where and when to report.*

- i. You must report each obligating action described in paragraph a.1. of this award term to the Federal Funding Accountability and Transparency Act Subaward Reporting System (FFRS).
- ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)

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3. *What to report.* You must report the information about each obligating action as specified in the [submission instructions posted at http://www.fsrc.gov](http://www.fsrc.gov) specify.

b. Reporting Total Compensation of Recipient Executives.

1. *Applicability and what to report.* You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if—

i. the total Federal funding authorized to date under this award is \$25,000 or more;

ii. in the preceding fiscal year, you received—

A. 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 C.F.R. §170.320 (and subawards); and

B. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 C.F.R. §170.320 (and subawards); and

iii. The public does not have access to information about the compensation of the 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. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at the [Executive Compensation](#) page of the SEC website.)

2. *Where and when to report.* You must report executive total compensation described in paragraph

b.1. of this award term:

i. As part of your registration profile in the [System for Award Management \(SAM\)](#).

ii. By the end of the month following the month in which this award is made, and annually thereafter.

c. Reporting of Total Compensation of Subrecipient Executives.

1. *Applicability and what to report.* Unless you are exempt as provided in paragraph d. of this award term, for each first-tier subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if—

i. In the subrecipient's preceding fiscal year, the subrecipient received—

A. 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 C.F.R. § 170.320 (and subawards); and

B. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and

ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.

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§ 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at the [Executive Compensation](#) page of the SEC website.)

2. *Where and when to report.* You must report subrecipient executive total compensation described in paragraph c.1. of this award term:

i. To the recipient.

ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

d. Exemptions

If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:

i. Subawards, and

ii. The total compensation of the five most highly compensated executives of any subrecipient.

e. Definitions.

For purposes of this award term:

1. "Entity" means all of the following, as defined in 2 C.F.R. Part 25:

i. A Governmental organization, which is a State, local government, or Indian tribe;

ii. A foreign public entity;

iii. A domestic or foreign nonprofit organization;

iv. A domestic or foreign for-profit organization;

v. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

2. "Executive" means officers, managing partners, or any other employees in management positions.

3. "Subaward":

i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.

ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. II .210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").

iii. A subaward may be provided through any legal agreement, including an agreement that you or a

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subrecipient considers a contract.

4. "Subrecipient" means an entity that:

- i. Receives a subaward from you (the recipient) under this award; and
- ii. Is accountable to you for the use of the Federal funds provided by the subaward.

5. "Total compensation" means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 C.F.R. § 229.402(c)(2)):

- i. Salary and bonus.
- ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
- iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
- iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
- v. Above-market earnings on deferred compensation which is not tax-qualified.
- vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

5. **Trafficking in Persons**

This award is subject to the requirements of Section 106 (g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. § 7104)

a. Provisions applicable to a recipient that is a private entity.

1. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not-

- i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
- ii. Procure a commercial sex act during the period of time that the award is in effect; or
- iii. Use forced labor in the performance of the award or subawards under the award.

2. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity –

- i. Is determined to have violated a prohibition in paragraph a.1 of this award term; or

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ii. 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 C.F.R. Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 C.F.R. Part 376.

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; or

2. 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 performance under this award; or

ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 C.F.R. Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 C.F.R. Part 376

c. Provisions applicable to any recipient.

1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term

2. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:

i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. § 7104(g)), and

ii. Is in addition to all other remedies for noncompliance that are available to us under this award.

3. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.

d. Definitions. For purposes of this award term:

1. "Employee" means either:

i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or

ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are

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contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.

2. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

3. "Private entity":

i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 C.F.R. § 175.25.

ii. Includes:

A. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 C.F.R. § 175.25(b).

B. A for-profit organization.

4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. § 7102)

6. You are hereby given notice that the 48 C.F.R. § 3.908 (related to the enhancement of contractor employee whistleblower protections), implementing 41 U.S.C. § 4712, as amended (entitled "Enhancement of contractor protection from reprisal for disclosure of certain information") applies to this award.

7. In any grant-related activity in which family, marital, or household considerations are, by statute or regulation, relevant for purposes of determining beneficiary eligibility or participation, grantees must treat same-sex spouses, marriages, and households on the same terms as opposite-sex spouses, marriages, and households, respectively. By "same-sex spouses," HHS means individuals of the same sex who have entered into marriages that are valid in the jurisdiction where performed, including any of the 50 states, the District of Columbia, or a U.S. territory or in a foreign country, regardless of whether or not the couple resides in a jurisdiction that recognizes same-sex marriage. By "same-sex marriages," HHS means marriages between two individuals validly entered into in the jurisdiction where performed, including any of the 50 states, the District of Columbia, or a U.S. territory or in a foreign country, regardless of whether or not the couple resides in a jurisdiction that recognizes same-sex marriage. By "marriage," HHS does not mean registered domestic partnerships, civil unions or similar formal relationships recognized under the law of the jurisdiction of celebration as something other than a marriage.

8. *Reporting of Matters Related to Recipient Integrity and Performance*

1. General Reporting Requirement

If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then you as the recipient during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition. This is a statutory requirement

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under section 872 of Public Law 110-417, as amended (41 U.S.C. § 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

2. Proceedings About Which You Must Report

Submit the information required about each proceeding that:

a. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;

b. Reached its final disposition during the most recent five year period; and

c. If one of the following:

(1) A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition;

(2) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;

(3) An administrative proceeding, as defined in paragraph 5 of this award term and condition, that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of

\$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or

(4) Any other criminal, civil, or administrative proceeding if:

(i) It could have led to an outcome described in paragraph 2.c.(1), (2), or (3) of this award term and condition;

(ii) It had a different disposition arrived at by consent or compromise with an acknowledgement of fault on your part; and

(iii) The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

3. Reporting Procedures

Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph 2 of this award term and condition. You do not need to submit the information a second time under assistance awards that you received if you already provided the information through SAM because you were required to do so under Federal procurement contracts that you were awarded.

4. Reporting Frequency

During any period of time when you are subject to this requirement in paragraph 1 of this award term and condition, you must report proceedings information through SAM for the most recent five year period, either to report new information about any proceeding(s) that you have not reported previously or affirm that there is no new information to report. Recipients that have Federal contract,

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grant, and cooperative agreement awards with a cumulative total value greater than \$10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings.

5. Definitions

For purposes of this award term and condition:

a. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.

b. Conviction, for purposes of this award term and condition, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.

c. Total value of currently active grants, cooperative agreements, and procurement contracts includes —

(1) Only the Federal share of the funding under any Federal award with a recipient cost share or match; and

(2) The value of all expected funding increments under a Federal award and options, even if not yet exercised.

9. Consistent with 45 C.F.R. § 75.113, applicants and recipients must disclose, in a timely manner, in writing to the HHS Awarding Agency, with a copy to the HHS Office of the Inspector General, all information related to violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Subrecipients must disclose, in a timely manner, in writing to the prime recipient (pass through entity) and the HHS Office of the Inspector General all information related to violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.

Disclosures must be sent in writing to the awarding agency and to the HHS OIG at the following addresses:

HHS OASH Office of Grants Management

1101 Wootton Parkway, Suite 550

Rockville, MD 20852

AND

US Department of Health and Human Services Office of Inspector General

ATTN: OIG HOTLINE OPERATIONS—MANDATORY GRANT DISCLOSURES PO Box 23489

Washington, DC 20026

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URL: <http://oig.hhs.gov/fraud/report-fraud/index.asp> (Include "Mandatory Grant Disclosures" in subject line)

Fax: 1-800-223-8164 (Include "Mandatory Grant Disclosures" in subject line)

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

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

REPORTING REQUIREMENTS

1. FINANCIAL REPORTING REQUIREMENT Federal Financial Reporting (FFR) SF 425:

You must use the SF-425 Federal Financial Report (FFR) for expenditure reporting. You may find the SF-425 and instructions for completing the form on the Web at: <http://apply07.grants.gov/apply/forms/sample/SF425-V1.0.pdf>. You must complete **all** sections of the FFR.

a. Your FFR reporting schedule has been issued as a condition of this grant award, including a Final FFR covering the entire project period due 90 days after the project period end date. You may also view the complete table of the reporting schedule after logging into GrantSolutions from the My Grants List screen, select the **Reports** menu dropdown and then select the **Federal Financial Report** submenu.

b. GrantSolutions will automatically issue you a reminder seven (7) days prior to each report due date. If you have not submitted by the due date, you will receive a message indicating the report is **Past Due**. Please ensure your GrantSolutions account and contact information are up to date so you receive notifications.

c. **Electronic Submissions accepted only via GrantSolutions** – Your FFR must only be submitted for review via the GrantSolutions FFR reporting module. No other submission methods will be accepted without prior written approval from the GMO. You must be assigned to the grant with authorized access to the FFR reporting Module as FINANCIAL OFFICER when submitting. If you encounter any difficulties, contact the Grant Solutions Help Desk or your assigned Grants Management Specialist. Please reference the CONTACTS section of NoA Terms and Conditions to locate the name of this individual.

The Quarterly cash reporting to the HHS Payment Management System on the FFR is also required. Please note at this time, these FFR reports are separate submissions via the Payment Management System; data is not transferable between the two systems and you will report twice on certain data elements.

- You must submit a semi-annual progress report and performance measure data for the period July 1, 2019 through December 31, 2019 within 30 days after the end of the reporting period. Format and instructions for submission of the progress report and performance measure data will be sent out by the Office of Population Affairs. Your Progress reports must be uploaded to Grant Notes in Grant Solutions.

You must submit a second semi-annual progress report and performance measure data for the period

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January 1, 2020 through June 30, 2020 within 30 days after the end of the reporting period. Format and instructions for submission of the progress report and performance measure data will be sent out by the Office of Population Affairs. Your Progress reports must be uploaded to Grant Notes in Grant Solutions.

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 non-Federal entities expending Federal awards, and must be consistent with the standards set out at 45 CFR Part 75, Subpart F ("Audit Requirements"). 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 <https://harvester.census.gov/facides/Account/Login.aspx>.

CONTACTS

1. Fraud, Abuse and Waste:

The HHS Inspector General accepts tips and complaints from all sources about potential fraud, waste, abuse, and mismanagement in Department of Health and Human Services' programs. Your information will be reviewed promptly by a professional staff member. Due to the high volume of information that they receive, they are unable to reply to submissions. You may reach the OIG through various channels.

Internet: <https://forms.oig.hhs.gov/HotlineOperations/index.aspx>

Phone: 1-800-HHS-TIPS (1-800-447-8477)

Mail: US Department of Health and Human Services
Office of Inspector General
ATTN: OIG HOTLINE OPERATIONS
PO Box 23489
Washington, DC 20026

For additional information visit <https://oig.hhs.gov/fraud/report-fraud/index.asp>

2. PAYMENT PROCEDURES:

Payments for grants awarded by OASH Program Offices are made through Payment Management Services (previously known as the Division of Payment Management) <https://pms.psc.gov/home.html>. PMS is administered by the Program Support Center (PSC), HHS. NOTE: Please contact the Payment Management Services to establish an account if you do not have one.

Inquiries regarding payments should be directed to <https://pms.psc.gov/home.html>; Payment Management Services, P.O. Box 6021, Rockville, MD 20852; or 1-877-614-5533.

3. GrantSolutions is our web-based system that will be used to manage your grant throughout its life cycle. Please contact GrantSolutions User Support to establish an account if you do not have one. Your Grants Management Specialist has the ability to create a GrantSolutions account for the Grantee Authorized Official and Principle Investigator/Program Director roles. Financial Officer accounts may only be established by GrantSolutions staff. All account requests must be signed by the prospective user and their supervisor or other authorized organization official. For assistance on **GrantSolutions** issues please contact: **GrantSolutions User Support at 202-401-5282 or 866-577-**

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0771, email help@grantsolutions.gov , Monday – Friday, 8 a.m. – 6 p.m. ET. Frequently Asked Questions and answers are available at <https://grantsolutions.secure.force.com/>.

4. For assistance on **grants administration** issues please contact: Deborah Hayes, Grants Management Specialist, at (240) 453-8802, Fax (240) 453-8823, e-mail Deborah.hayes@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.