EG/efg
09/01/11
Item #19

AN ORDINANCE 2011-09-01-0714

AUTHORIZING AN AGREEMENT WITH THE UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER AT SAN ANTONIO, THE ACCEPTANCE OF FUNDS IN AN AMOUNT UP TO $91,145.00, AND AUTHORIZING A PERSONNEL COMPLEMENT FOR THE SAN ANTONIO METROPOLITAN HEALTH DISTRICT TO PROVIDE SUPPORT FOR THE CHILD HEALTH UNIFIED RESEARCH NETWORK CHILDHOOD OBESITY PREVENTION PROJECT FOR A PERIOD BEGINNING AUGUST 1, 2011 AND ENDING APRIL 30, 2012.

* * * * *

WHEREAS, the University of Texas Health Science Center at San Antonio (UTHSCSA) is offering the San Antonio Metropolitan Health District (Metro Health) the opportunity to collaborate on the Child Health Unified Research Network (CHURN) project targeting childhood obesity and diabetes; and,

WHEREAS, the project will begin with an initial, single focus on childhood obesity and diabetes to allow for the exploration of opportunities and challenges of integrating research and service activities and will serve as a template that can be applied to investigations of interventions for other pediatric problems (e.g., asthma, trauma, child abuse and neglect) and increase community-based and public health research capacity; and

WHEREAS, the contract will provide up to $91,145.00 in new funding for the Metro Health, Population-Based Services Division, Chronic Disease Prevention Program to operate the CHURN project with UTHSCSA; **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 (Metro Health) or his designee, is authorized to execute an agreement with the University of Texas Health Science Center at San Antonio (UTHSCSA) for Metro Health to provide support for the Child Health Unified Research Network (CHURN), childhood obesity prevention project and to accept an amount up to $91,145.00 from the UTHSCSA for such services for a term beginning on August 1, 2011 and ending on April 30, 2012. A copy of the agreement with the UTHSCSA in substantially final form is attached hereto and incorporated herein for all purposes as **Attachment I**.

SECTION 2. The City Manager, or her designee or the Director of the San Antonio Metropolitan Health District or his designee is further authorized to execute any and all necessary documents to effectuate said application and acceptance, to include a no-cost extension of the Agreement.

SECTION 3. The personnel complement for the CHURN project set out within the attached Budget, attached hereto and incorporated herein for all purposes as **Attachment II,** is hereby approved.

SECTION 4. Fund 26022000 "Department of Health and Human Services" is hereby designated for use in the accounting for the fiscal transaction upon execution of this agreement. The sum of up to $91,145.00 from the UTHSCSA will be appropriated in said fund. A formal final budget which will include Internal Order numbers and General Ledger numbers will be submitted by the department upon approval from Council.

SECTION 5. The financial fiscal allocations in this Ordinance are subject to approval by the Chief Financial Officer, City of San Antonio. The Chief Financial Officer, 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 6. This ordinance shall become effective immediately upon passage by eight (8) or more affirmative votes of the entire City Council; otherwise, said effective date shall be ten (10) days from the date of passage hereof.

PASSED AND APPROVED this 1st day of September, 2011.

M A Y O R
Julián Castro

ATTEST:

Leticia M. Vacek, City Clerk

APPROVED AS TO FORM:

for Michael Bernard, City Attorney

Request for COUNCIL ACTION

City of San Antonio

Agenda Voting Results - 19

Name:	7, 8, 9, 10, 11, 12, 14, 15, 16A, 16B, 16C, 16D, 16E, 16F, 16G, 16H, 16I, 16J, 16K, 16L, 16N, 16O, 16P, 16Q, 16R, 18, 19, 20, 21, 23, 24, 25, 26
Date:	09/01/2011
Time:	02:31:57 PM
Vote Type:	Motion to Approve
Description:	An Ordinance authorizing an agreement with the University of Texas Health Science Center at San Antonio and the acceptance of funds in an amount up to $91,145.00 for the San Antonio Metropolitan Health District to provide support for the Child Health Unified Research Network child hood obesity prevention project for a period beginning August 1, 2011 and ending April 30, 2012. [Sharon De La Garza, Assistant City Manager; Dr. Thomas L. Schlenker, Director, Health]
Result:	Passed

Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Julián Castro	Mayor		x				
Diego Bernal	District 1		x				
Ivy R. Taylor	District 2		x				
Jennifer V. Ramos	District 3		x			x	
Rey Saldaña	District 4		x				
David Medina Jr.	District 5	x					
Ray Lopez	District 6		x				x
Cris Medina	District 7		x				
W. Reed Williams	District 8		x				
Elisa Chan	District 9		x				
Carlton Soules	District 10		x				

Agreement No. _____/_____
CFDA No. 93.389

AGREEMENT

This Agreement is by and between The University of Texas Health Science Center at San Antonio (hereinafter referred to as UTHSCSA) and the City of San Antonio, San Antonio Metropolitan Health District (hereinafter referred to as AWARDEE).

Whereas, UTHSCSA has proposed a project in collaboration with AWARDEE; and

Whereas, AWARDEE has skilled personnel and facilities available to undertake such a project; and

Whereas, UTHSCSA desires to have AWARDEE's work in connection with this project; and

Whereas, UTHSCSA and AWARDEE desire this agreement and the work to be performed under it to fully comply with all appropriate federal laws, regulations, and policies.

Now, therefore, the parties agree as follows:

1. Statement of Work. AWARDEE shall use all reasonable efforts to perform the workscope as attached hereto as Attachment A to this Agreement.

2. Period of Performance. The period of performance under this Agreement shall be from August 1, 2011 through April 30, 2012 with the possibility of extension beyond this period. Such extension is not guaranteed and should not be relied on for budgetary purposes.

3. Award Amount. The estimated cost for performance under this Agreement is $91,145 for costs as identified in the budget attached hereto as Attachment B. Such amount shall not be exceeded without written Amendment to this Agreement.

4. Key Personnel. UTHSCSA project activities shall be under the direction of Dr. Robert Clark. Project activities under the AWARDEE shall be under the direction of AWARDEE's designated Project Director. AWARDEE shall notify UTHSCSA in writing of any changes of the AWARDEE Project Director. Any successor proposed by AWARDEE to replace the AWARDEE Project Director must have the prior written approval of UTHSCSA.

5. Fiscal Considerations.

5.1 Submission of Invoices: UTHSCSA will reimburse AWARDEE not more often than monthly upon submission of invoices to UTHSCSA at: Accounting Group Supervisor, Accounting Department, UTHSCSA, Mail Code 7966, 7703 Floyd Curl Drive, San Antonio, TX 78229-3900. Such invoices shall be in duplicate (a certified original and one copy) and shall reference the UTHSCSA Agreement Number _____/_____. Invoices shall reflect summary detail by major budget category of the costs incurred and be submitted in comparable format to the example appended to this Agreement as Attachment C. Invoices must include the following certification signed by an officer or designated official of the AWARDEE: "I certify that this request represents actual costs incurred during the invoice period and that these costs are appropriate and in accordance with this Agreement. The AWARDEE further

certifies that payment made by UTHSCSA under this Agreement shall not duplicate reimbursement of costs and services which are received from other sources."

5.2 Final Invoices: Final invoices shall be submitted to UTHSCSA at the address above 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 UTHSCSA unless another date for submission is agreed upon in advance by UTHSCSA and the AWARDEE.

5.3 Final Payment: Final payment under this Agreement shall be predicated upon receipt and acceptance of UTHSCSA of all services, reports, and/or supplies called for hereunder, the assignment to UTHSCSA of any necessary refunds, rebates, and credits and, at UTHSCSA's option, final audit by UTHSCSA's representative or by AWARDEE's cognizant audit agency.

6. Reporting Requirements. Reports shall be submitted to UTHSCSA at such time and in such format as the UTHSCSA Project Director and AWARDEE Project Director shall agree.

7. Compliance Assurances and Certifications. AWARDEE certifies, by signing this document that the following assurances and certifications that apply to the UTHSCSA prime grant are met. Such assurances and certifications required by the AWARDEE shall be in accordance with the NIH *Grants Policy Statement* currently in effect and include the following:

a. Civil Rights. Compliance with Title VI of the Civil Rights Act of 1964.
b. Handicapped Individuals. Compliance with Section 504 of the Rehabilitation Act of 1973 as amended.
c. Sex Discrimination. Compliance with Section 901 of Title IX of the Education Amendments of 1972 as amended.
d. Age Discrimination. Compliance with the Age Discrimination Act of 1975 as amended.
e. Patents, Licenses, and Inventions. Compliance with the Standard Patent Rights clauses as specified in 37 CFR, Part 401, FAR 57.227-11, or U.S.C. 203, whichever is appropriate and applicable.
f. Human Subjects. Compliance with the requirements of federal policy concerning the safeguarding of the rights and welfare of human subjects who are involved in activities supported by Federal funds.
g. Use of Animals. Compliance with applicable portions of the Animal Welfare Act (PL 89-544 as amended) and appropriate PHS regulations.
h. Debarment and Suspension. AWARDEE specifically certifies that it is not debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this Agreement by any Federal department or agency.
i. Non-Delinquency on Federal Debt. AWARDEE specifically certifies that neither it nor any person to be paid from funds under this Agreement is delinquent in repaying any Federal debit as defined by OMB Circular A-129.
j. Drug-Free Workplace. Compliance with the Drug-Free Workplace Act of 1988 (45 CFR 82).
k. Misconduct in Science. Compliance with 42 CFR Part 50, Subpart A, and Final Rule as published at 54 CFR 32446, August 8, 1989.
l. Restrictions on Lobbying. Compliance with PL 101-121, Title 31, Section 1352, which prohibits the use of Federal appropriated funds for lobbying on connection with this particular Agreement.

m. Conflict of Interest. Compliance with the NIH requirement to maintain a written standard of conduct and comply with 42 CFR Part 50, Subpart F, Responsibility of Applicants for Promoting Objectivity in Research.
n. Salary Cap. Compliance with the requirements of the NIH Salary Cap.
o. Trafficking in Persons. Compliance with the NIH regulations on trafficking in persons as published at http://grants.nih.gov/grants/guide/notice-files/NOT-OD-08-055.html.
p. Awardee is currently registered and up to date with the Federal Central Contractor Registration (CCR) database and will maintain current and up to date information for the duration of the Agreement.

8. Additional Disclosure. In additional to all other reporting and notification requirements set forth in this Agreement, AWARDEE shall immediately disclose to UTHSCSA in writing the existence of any "Significant Financial Interest" as defined in 42 CFR Part 50, Subpart F, "Responsibility of Applicants for Promoting Objectivity in Research for which NIH Funding is Sought," that is required by such regulations to be reported to NIH, along with an explanation as to whether the identified Interest is being managed, reduced or eliminated by the AWARDEE and any other information about the Interest that UTHSCSA may reasonably request.

9. Equipment Accountability and Disposition. For purposes of this Agreement, equipment is defined as non-expendable, tangible personal property having a useful life of more than one year and an acquisition cost that equals or exceeds the lesser of the capitalization level established by the AWARDEE for financial statement purposes or $5,000. Title to equipment purchased under this Agreement vests with the AWARDEE, subject to the provisions of 45 CFR 74.136. An inventory of all equipment purchased under this Agreement must be maintained by AWARDEE.

10. Accounting, Records, and Audit.

10.1 Accounts and Records: The accounting for Agreement funds will be in accordance with the generally accepted accounting principles consistently applied and in accordance with federal cost principles and OMB Circulars, as applicable to the AWARDEE. AWARDEE shall maintain records to support identifiable charges to the project. Obligations, commitments, encumbrances, or expenditures must be made within the period of the performance as stated in Article 2 of this Agreement.

10.2 Examination of Records: AWARDEE agrees that the Comptroller General of the United States, his duly authorized representatives, or UTHSCSA shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine any directly pertinent books, documents, papers and records of the AWARDEE involving transactions related to this Agreement. It is understood that, unless agreed to in writing by AWARDEE, such examination shall be made during AWARDEE's regularly established business hours.

10.3 Audit: AWARDEE shall comply with the audit requirements of OMB Circular A-133 as applicable. AWARDEE further agrees the provide evidence of such audit upon request of UTHSCSA.

11. Independent Contractor. In the performance of this Agreement, AWARDEE shall be deemed to be an independent contractor and, as such, no employees or staff of AWARDEE shall be entitled to any benefits applicable to employees of UTHSCSA.

12. Indemnification UTHSCSA and AWARDEE acknowledge that they are political subdivisions of the State of Texas and are subject to, and comply with the applicable provisions of the Texas Tort Claims Act, as set out in Civil Practices and Remedies Code, Section 101.001 *et seq.* and the remedies authorized therein regarding claims or causes of action that may be asserted by third parties for accident, injury or death. AWARDEE and UTHSCSA shall each promptly notify the other party in writing of any claim or demands that become known against them in relation to or arising out of activities under this Agreement.

13. Assignment. AWARDEE shall not assign, transfer, or subcontract its interest or obligations hereunder without the written consent of UTHSCSA.

14. Notices. Any notices to be given under these terms and conditions unless otherwise stated shall be submitted as follows:

To the AWARDEE:

For Technical Matters:

For Business Matters:

To UTHSCSA:

For Technical Matters:
Dr. Robert Clark
Institute for Integration of Medicine and Science
The University of Texas Health Science Center at San Antonio
7703 Floyd Curl Drive
San Antonio, TX 78229-3900

For Business Matters:
David M. Flowers, III
Assistant Director,
Office of Sponsored Programs
The University of Texas Health Science Center at San Antonio
Mail Code 7828
7703 Floyd Curl Drive
San Antonio, TX 78229-3900

15. Termination. UTHSCSA may terminate this Agreement upon thirty (30) days' written notice to AWARDEE. AWARDEE will be reimbursed for its costs to date of termination and non-cancelable obligations properly incurred prior to the date of termination, provided, however, that such costs shall not exceed the amount allowed under this Agreement and that a report of progress to date of termination has been submitted to UTHSCSA.

16. Amendment. This Agreement may be amended only by joint written agreement between the parties.

17. Additional Provisions: This Agreement is made because of the U. S. Department of Health Human Services, Public Health Service, National Institutes of Health (NIH) Cooperative Agreement No. 5 UL1 RR025797-03 awarded to UTHSCSA. The general provisions of that Cooperative Agreement are those covered by the Notice of Grant Award (attached to this Agreement as Attachment D) and the National Institutes of Health *Grants Policy Statement* that is incorporated by reference into this Agreement. AWARDEE agrees to abide by these provisions, including the appropriate administrative and cost guidelines. Where approval is

required from NIH, such approval shall be sought from UTHSCSA. Under no circumstances is the right to grant a no-cost extension of the termination date given to the AWARDEE under this Agreement nor to carry forward funding from/to another budget period.

In witness whereof, the parties hereto have executed this Agreement as of the day and year first written.

AWARDEE	The University of Texas Health Science Center at San Antonio
By_____	By_____ Jane A. Youngers Assistant Vice President for Research
_____ (name and title)	
Date:_____	Date_____

Purpose and Background

Uniting academic health centers (AHCs) with community organizations (COs) allows health issues in the community to be rigorously addressed. The AHC gains access to new venues and populations. The COs gain new skills to demonstrate programmatic success. The Child Health Unified Research Network (CHURN) is designed to demonstrate the feasibility and efficacy of unifying these groups under a common umbrella. We are focusing on childhood obesity for the development of our partnership model for three reasons: 1) its treatment requires medical and environmental modification (e.g., safe places to play); 2) COs can affect the environment, but need AHC support to demonstrate biologically relevant results (e.g., improved fitness); and 3) childhood obesity is a significant focus for our local COs and AHC.

The specific aims are: 1) to explore childhood obesity in our community using diverse focus groups to identify barriers, potential partners, and programmatic needs; 2) to catalogue existing expertise, programs, and facilities. This will become a resource for program development, collaborative projects, and fund-raising; 3) to develop a strategic plan for childhood obesity that incorporates environmental and interventional components accompanied by rigorous analysis.

AWARDEE Obligations

The San Antonio Metropolitan Health District (Metro Health or AWARDEE) will:

1. Assign staff and personnel to the project that will monitor other City departments' and other partners' projects, programs, services, resources, etc. that are aimed at addressing childhood obesity and diabetes and related risk factors.

2. Conduct an inventory of and produce and maintain a resource of the above mentioned projects with descriptions aimed at communicating projects and opportunities to CHURN stakeholders and the community.

3. Assist UTHSCSA staff with planning, implementing, and generating the summary report of the day-long planning meeting on childhood obesity.

4. Assist UTHSCSA staff with planning and executing the focus groups and individual interviews.

5. Assist UTHSCSA staff with convening the Childhood Obesity Task Force by:

   5.1. Consulting Metro Health leadership on recommendations for Task Force members and sharing the recommendations with UTHSCSA staff.

   5.2. Attending Task Force meetings.

5.3. Providing administrative support to UTHSCSA staff regarding preparing and distributing meeting materials and drafting the strategic plan.

6. Assist UTHSCSA staff with planning and implementing the conference to review and finalize the strategic plan.

7. Assist UTHSCSA staff with dissemination of the strategic plan to public health stakeholders.

8. Seek opportunities to implement the strategic plan upon completion.

    8.1. With UTHSCSA staff, identify opportunities for collaboration between Metro Health and CHURN stakeholders, aimed at addressing childhood obesity and diabetes and related risk factors.

    8.2. Identify potential partnerships with other city departments and community-based organizations related to improving childhood obesity and diabetes and health and wellbeing in general.

    8.3. Assist UTHSCSA staff to identify opportunities for sustainability of childhood-obesity related efforts.

9. Maintain ongoing, regular communication regarding the progress of projects, timelines and deliverables between Metro Health and UTHSCSA staff.

10. Seek opportunities to coordinate projects and assessment activities between UTHSCSA and Metro Health obesity-prevention projects.

11. Supplement focus group assessment activities by coordinating with existing Metro Health projects to conduct a photo voice project, and identify perceived barriers to childhood obesity prevention by community members.

Attachment B
Budget

NAME	ROLE ON PROJECT	Cal. Mnths	INST.BASE SALARY	SALARY REQUESTED	FRINGE BENEFITS	TOTAL
Project Staff (1.75 FTE)	Subcontract PI	8.00	47,184	47,184	18,491	65,675
SUBTOTALS →				**47,184**	**18,491**	**65,675**
SUPPLIES *(Itemize by category)* Mass mailings, newsletters, and printing services - $5,000 Office Supplies - $2,000 Computer Software - $2,000 Other commodities (promotional/incentive items) - $2,425						$12,150
TRAVEL Travel to focus group meetings - local mileage and parking expenses @ $0.51 per mile						$1,000
CONSORTIUM/CONTRACTUAL COSTS				DIRECT COSTS		
SUBTOTAL DIRECT COSTS FOR INITIAL BUDGET PERIOD *(Item 7a, Face Page)*						**$** 78,825
CONSORTIUM/CONTRACTUAL COSTS				FACILITIES AND ADMINISTRATIVE COSTS		12,320
TOTAL DIRECT COSTS FOR INITIAL BUDGET PERIOD						**$** 91,145

Attachment C
Sample Invoice

AWARDEE: City of San Antonio, San Antonio Metropolitan Health District
PAYMENT ADDRESS:

_____
_____
_____
_____

DATE:

INVOICE NO.

AGREEMENT NO. 151341/150556

AWARD AMOUNT: $91,145

BILLING PERIOD:

_____ to _____

Submit invoice to:
Accounting Group Supervisor
Office of Accounting
UTHSCSA, Mail Code 7966
7703 Floyd Curl Drive
San Antonio TX 78229-3900

Billing for the period	**CURRENT**	**CUMULATIVE**
Personnel		
Consultant Costs		
Equipment		
Materials & Supplies		
Travel		
Other Direct Costs		
Subtotal		
F&A Costs		
TOTAL		

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

Signed:_____
Awardee authorized financial official

Notice of Award

LINKED SPECIALIZED CENTER COOPERATIVE AGREEMENT
Department of Health and Human Services
National Institutes of Health
NATIONAL CENTER FOR RESEARCH RESOURCES

Issue Date: 07/27/2011

Grant Number: 3UL1RR025767-04S1

Principal Investigator(s):
ROBERT A CLARK, MD

Project Title: Institute for Integration of Medicine & Science: A Partnership to Improve Health

Jane Youngers
Assistant Vice President for Research
Univ. of TX Health Science Center at San Antonio
7703 Floyd Curl Drive
MSC 7828
San Antonio, TX 782293900

Award e-mailed to: nihgrants@uthscsa.edu

Budget Period: 08/01/2011 – 04/30/2012
Project Period: 05/19/2008 – 04/30/2013

Dear Business Official:

The National Institutes of Health hereby awards a grant in the amount of (see "Award Calculation" in Section I and "Terms and Conditions" in Section III) to UNIVERSITY OF TEXAS HLTH SCI CTR SAN ANT in support of the above referenced project. This award is pursuant to the authority of 42 USC 241 AND 284, 42 CFR 52, 45 CFR 74 and is subject to the requirements of this statute and regulation and of other referenced, incorporated or attached terms and conditions.

Acceptance of this award including the "Terms and Conditions" is acknowledged by the grantee when funds are drawn down or otherwise obtained from the grant payment system.

Each publication, press release or other document that cites results from NIH grant-supported research must include an acknowledgment of NIH grant support and disclaimer such as "The project described was supported by Award Number UL1RR025767 from the National Center For Research Resources. The content is solely the responsibility of the authors and does not necessarily represent the official views of the National Center For Research Resources or the National Institutes of Health."

Award recipients are required to comply with the NIH Public Access Policy. This includes submission to PubMed Central (PMC), upon acceptance for publication, an electronic version of a final peer-reviewed, manuscript resulting from research supported in whole or in part, with direct costs from National Institutes of Health. The author's final peer-reviewed manuscript is defined as the final version accepted for journal publication, and includes all modifications from the publishing peer review process. For additional information, please visit http://publicaccess.nih.gov/.

Award recipients must promote objectivity in research by establishing standards to ensure that the design, conduct and reporting of research funded under NIH-funded awards are not biased by a conflicting financial interest of an Investigator. Investigator is defined as the Principal Investigator and any other person who is responsible for the design, conduct, or reporting of NIH-funded research or proposed research, including the Investigator's spouse and dependent children. Awardees must have a written administrative process to identify and manage financial conflict of interest and must inform Investigators of the conflict of interest policy and of the investigators' responsibilities. Prior to expenditure of these awarded funds, the Awardee must report to the NIH Awarding Component the existence of a conflicting interest and within 60 days of any new conflicting interests identified after the initial report. Awardees must comply with these and all other aspects of 42 CFR Part 50, Subpart F. These requirements also apply to

subgrantees, contractors, or collaborators engaged by the Awardee under this award. The NIH website http://grants.nih.gov/grants/policy/co/index.htm provides additional information.

If you have any questions about this award, please contact the individual(s) referenced in Section IV.

Sincerely yours,

Dawn Walker
Grants Management Officer
NATIONAL CENTER FOR RESEARCH RESOURCES

Additional information follows

SECTION I – AWARD DATA – 3UL1RR025767-04S1

Award Calculation (U.S. Dollars)
Salaries and Wages
Fringe Benefits
Personnel Costs (Subtotal)
Consultant Services
Supplies
Travel Costs
Other Costs
Consortium/Contractual Cost

Federal Direct Costs
Federal F&A Costs
Approved Budget
Federal Share
TOTAL FEDERAL AWARD AMOUNT

AMOUNT OF THIS ACTION (FEDERAL SHARE)

SUMMARY TOTAL FEDERAL AWARD AMOUNT YEAR (4)

SUMMARY TOTALS FOR ALL YEARS		
YR	THIS AWARD	CUMULATIVE TOTALS

Fiscal Information:
CFDA Number: 93.389
EIN: 1741586031A3
Document Number: URR025767A
Fiscal Year: 2011

IC	CAN	2011

Recommended future year total cost support, subject to the availability of funds and satisfactory progress of the project

NIH Administrative Data:
PCC: CRT35 / OC: 414N / Processed: WALKERD0 07/26/2011

SECTION II – PAYMENT/HOTLINE INFORMATION – 3UL1RR025767-04S1

For payment and HHS Office of Inspector General Hotline information, see the NIH Home Page at http://grants.nih.gov/grants/policy/awardconditions.htm

SECTION III – TERMS AND CONDITIONS – 3UL1RR025767-04S1

This award is based on the application submitted to, and as approved by, NIH 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 and program regulation cited in this Notice of Award.

b. Conditions on activities and expenditure of funds in other statutory requirements, such as those included in appropriations acts.
c. 45 CFR Part 74 or 45 CFR Part 92 as applicable.
d. The NIH Grants Policy Statement, including addenda in effect as of the beginning date of the budget period.
e. This award notice, INCLUDING THE TERMS AND CONDITIONS CITED BELOW.

(See NIH Home Page at 'http://grants.nih.gov/grants/policy/awardconditions.htm' for certain references cited above.)

This institution is a signatory to the Federal Demonstration Partnership (FDP) Phase V Agreement which requires active institutional participation in new or ongoing FDP demonstrations and pilots.

Carry over of an unobligated balance into the next budget period requires Grants Management Officer prior approval.

This award is subject to the requirements of 2 CFR Part 25 for institutions to receive a Dun & Bradstreet Universal Numbering System (DUNS) number and maintain an active registration in the Central Contractor Registration. Should a consortium/subaward be issued under this award, a DUNS requirement must be included. See http://grants.nih.gov/grants/policy/awardconditions.htm for the full NIH award term implementing this requirement and other additional information.

This award may be subject to the Transparency Act subaward and executive compensation reporting requirements of 2 CFR Part 170. See http://grants.nih.gov/grants/policy/awardconditions.htm for the full NIH award term implementing this requirement and additional award applicability information.

In accordance with P.L. 110-161, compliance with the NIH Public Access Policy is now mandatory. For more information, see NOT-OD-08-033 and the Public Access website: http://publicaccess.nih.gov/.

This award is funded by the following list of institutes. Any papers published under the auspices of this award must cite the funding support of all institutes.
National Heart, Lung, And Blood Institute (NHLBI)

Treatment of Program Income:
Additional Costs

SECTION IV – RR Special Terms and Conditions – 3UL1RR025767-04S1

This supplemental award provides associated facilities and administrative costs) based on the grantee?s request of February 10, 2011. These funds are restricted and may not be expended for any other purpose without the written prior approval of the National Center for Research Resources (NCRR).

In addition to the Principal Investigator, the following individuals are named as key personnel:

Daniel E. Hale
Bradley H. Pollock
Jannine D. Cody
Carisse Orsi

Written prior approval is required if any of the individual(s) named above withdraws from the project entirely, is absent from the project during any continuous period of 3 months or more, or reduces time devoted to the project by 25 percent or more from the level that was approved at the time of award.

Funds requested for laptop computer in the amount of $ 1,500 direct costs are included in the awarded budget. The allowability of charges to this project for this purpose is predicated on the grantee?s compliance with the applicable cost principles.

This award includes funds awarded for consortium activity with San Antonio Metropolitan Health District in the amount of $91,145 total costs. Consortia are to be established and administered as described in the NIH Grants Policy Statement (NIH GPS). The referenced section of the NIH GPS is available at:
http://grants2.nih.gov/grants/policy/nihgps_2010/nihgps_ch15.htm#_Toc271265264.

This award is issued as a Cooperative Agreement, a financial assistance mechanism in which substantial NIH scientific and/or programmatic involvement is anticipated in the performance of the activity. This award is subject to the ?Cooperative Agreement Terms and Conditions of Award? section of (RFA-RM-07-007), ?Institutional Clinical and Translational Science Award (U54),? release date (August 22, 2006), which are hereby incorporated by reference as special terms and conditions of this award.

This RFA may be accessed at: http://grants.nih.gov/grants/guide/rfa-files/rfa-rm-07-007.html

These special Terms and Conditions of Award are in addition to, and not in lieu of, otherwise applicable OMB administrative guidelines, Federal Regulations, including DHHS Grant Administration Regulations at 42 CFR Part 52, 45 CFR Parts 74 and 92, and other DHHS, and the NIH Grants Policy Statement.

Special instructions apply to the submission of annual progress reports (APRs) for this multi-component award.

Cooperative Agreement Terms and Conditions of Award

The following special terms of award are in addition to, and not in lieu of, otherwise applicable OMB administrative guidelines, HHS grant administration regulations at 45 CFR Parts 74 and 92 (Part 92 is applicable when State and local Governments are eligible to apply), and other HHS, PHS, and NIH grant administration policies.

The administrative and funding instrument used for this program will be the cooperative agreement (U54), an "assistance" mechanism (rather than an "acquisition" mechanism), in which substantial NIH programmatic involvement with the awardees is anticipated during the performance of the activities. Under the cooperative agreement, the NIH purpose is to support and stimulate the recipients' activities by involvement in and otherwise working jointly with the award recipients in a partnership role; it is not to assume direction, prime responsibility, or a dominant role in the activities. Consistent with this concept, the dominant role and prime responsibility resides with the awardees for the project as a whole, although specific tasks and activities may be shared among the awardees and the NIH as defined below.

Principal Investigator Rights and Responsibilities

Principal Investigator(s) will have the primary responsibility to define objectives and approaches of the CTSA. The primary responsibilities of the awardees are to:
Support the key functions.
Collaborate with other CTSAs to work towards adopting and implementing the agreed on policies, procedures, best practices, or other measures established by the National CTSA Consortium Steering Committee.
Provide information to the NIH Project Scientist(s) and NIH Program Officer concerning progress.
Maintain career development opportunities to encourage new investigators to work in clinical and translational science.
Awardees will retain custody of and primary rights to their data and intellectual property developed under the award subject to current government policies regarding rights of access as consistent with current HHS, PHS, and NIH policies and subject to the terms and conditions of this RFA.
Principal investigators and key personnel as appropriate are expected to participate in annual Steering Committee meetings.

Awardees will retain custody of and have primary rights to the data and software developed under these awards, subject to Government rights of access consistent with current HHS, PHS, and NIH policies.

NIH Responsibilities

NIH Project Scientist will have substantial scientific involvement during the conduct of this activity, through technical assistance, advice, and coordination above and beyond normal program stewardship for grants. One or more Project Scientists will be assigned by the NIH CTSA Program Director to each CTSA Steering Committee, including those constituted to address key functions. A given individual may serve on more than one CTSA Steering Committee. NIH Project Scientists(s) will

Coordinate activities with other ongoing studies supported through CTSAs to avoid duplication of effort and encourage sharing and collaboration in the development of new clinically useful agents and methodologies.

Review and comment on critical stages in the implementation program.

Assist in the interaction between the awardee and investigators at other institutions to promote collaborations.

Coordinate access to other resources available through CTSAs including access to specialized technology cores.

Retain the option of recommending termination of support if technical performance or implementation falls below acceptable standards, or when specific key resources cannot be effectively implemented in a timely manner.

Retain the option to recommend additional infrastructure support within the constraints of the approved research and negotiated budget.

Call additional meetings/workshops of CTSAs to address emerging areas of high priority.

Coordinate activities for the CTSA institutions to participate in the national program evaluation and work with NIH evaluation officials and other evaluation staff.

To help carry out these duties, Project Scientists may consult with non-NIH experts in the field.

NCRR Program Officers will be responsible for the normal scientific and programmatic stewardship of the award and will be named in the award notice. The Program Officer will:

Serve as a participating non-voting member of the relevant CTSA committees;

Assist the partnership efforts by facilitating access to fiscal and intellectual resources provided by NIH, industry, private foundations and federal funding agencies;

Ensure that activities proposed for development or implementation do not overlap or duplicate activities supported by Research Centers at Minority Institutions Infrastructure Grants, Minority Biomedical Research Support Grants or other peer reviewed funding mechanisms;

Interact with each CTSA, coordinate approaches between CTSAs, and contribute to the adjustment of projects/programs or approaches as warranted;

Provide assistance in reviewing and commenting on all major transitional changes of an individual CTSA's activities prior to implementation to ensure consistency with the goals of this RFA;

Link the approaches developed from these partnerships to each other and to other NCRR supported Centers and networks to ensure that information is shared and utilized on the widest basis possible;

Monitor institutional commitments and resources to ensure that the partnership receives the maximum chance of stabilization and success;

Additionally, the NCRR CTSA Program Officer will be responsible for normal stewardship of the award and may recommend the termination or curtailment of an investigator or project/program (or an individual award) in the event the partnerships fail to evolve within the intent and purpose of this initiative.

Collaborative Responsibilities

A National CTSA Consortium PI Steering Committee comprising a single PI from each CTSA and appropriate NIH Project Scientists has been established. CTSA recipients with multiple PIs will be expected to select a single PI to serve on this committee for a 2-year term, with potential for renewal. A Chair will be selected by the Steering Committee at an early meeting of the group from among the non-Federal members. The National CTSA Consortium Steering Committee will enlarge to accommodate new PIs of CTSAs that are funded in future years and to accommodate the NIH Project Scientists Officers of key-function-specific Steering sub-committees, as they are established. Each PI will have one vote while the fraction of NIH Staff votes will be adjusted so it does not exceed 33% of the Steering Committee.

The National CTSA Consortium Steering Committee shall be a forum for sharing policies, practices, and resources and for discussion of opportunities, impediments, joint agreement on broad issues impeding clinical research, government policies and practices, and other appropriate topics. The Committee will identify and approve best practices and policies that will advance clinical and translational research as a discipline and facilitate collaboration and sharing among CTSA institutions and with partners in clinical and translational research, e.g., industry, laboratories, hospitals.

Each CTSA institution must agree to work toward adopting and implementing the policies and best practices that are approved by the National CTSA Consortium Steering Committee. Topic-specific CTSA Steering Committees have been established for common themes identified by NIH (e.g., Research Education, Ethics, Pediatrics, Informatics, Research Design, Communications, Participant Interactions, Regulatory Affairs) and additional Steering Committees for key resources will be established as required. Membership of these Steering Committees comprises the Directors (who may be PIs) of the corresponding key functions at each CTSA, and one or more NIH Project Scientists appointed by the NCRR CTSA Program Director. A Chair will be selected by the Steering Committee at an early meeting of the group from among the non-Federal members. Each full member will have one vote with the fraction of NIH Staff votes will be adjusted so it does not exceed 33% of the Steering Committee. The Chair will report recommendations regarding policies and best practices to the National CTSA Consortium Steering Committee for approval. New topic-specific Steering Committees will be added, and existing committees merged, as needed as the CTSA Consortium expands.
A national CTSA Consortium Oversight Committee comprising a single PI from each CTSA and appropriate NIH Staff has been established. CTSA recipients with multiple PIs will be expected to select a single PI to serve on this committee. A Chair will be selected by the Steering Committee at an early meeting of the group from among the non-Federal members. The national CTSA Consortium Oversight Committee will enlarge to accommodate new PIs of CTSAs that are funded in future years. Each PI will have one vote while the fraction of NIH Staff votes will be adjusted so it does not exceed 33% of the Committee voting members.

The national CTSA Consortium Oversight Committee shall be a forum for sharing policies, practices, and resources and for discussion of opportunities, impediments, joint agreement on broad issues impeding clinical research, government policies and practices, and other appropriate topics. The Committee will identify and approve best practices and policies that will advance clinical and translational research as a discipline and facilitate collaboration and sharing among CTSA institutions and with partners in clinical and translational research, e.g., industry, laboratories, hospitals.

Each CTSA institution must agree to work toward adopting and implementing the policies and best practices that are approved by the national CTSA Consortium Oversight Committee.

Topic-specific CTSA Key Function Committees have been established for common themes, (e.g., Administration, Biostatistics/Epidemiology/Research Design, Clinical Research Ethics, Clinical Research Management, Communications, Community Engagement, Comparative Effectiveness Research, Education and Career Development, Evaluation, Informatics, Public-Private Partnerships, Regulatory Knowledge, Translational) and additional Key Function Committees for key resources will be established as required. Membership of these Key Function Committees comprises the Directors (who may be PIs) of the corresponding key functions at each CTSA , and one or more NIH Staff Advisors and Project Scientists appointed by the NCRR CTSA Program Director. A Chair will be selected by the Steering Committee at an early meeting of the group from among the non-Federal members. Each full member will have one vote with the fraction of NIH Staff votes will be adjusted so it does not exceed 33% of the Key Function Committee. The Chair will report recommendations regarding policies and best practices to the national CTSA Consortium Oversight Steering Committee for approval. New topic-specific Key Function Committees will be added, and existing committees merged, as needed as the CTSA Consortium expands.

Arbitration Process

Any disagreements that may arise in scientific or programmatic matters (within the scope of the award) between award recipients and the NIH may be brought to arbitration. An Arbitration Panel composed of three members will be convened. It will have three members: a designee of the Steering Committee chosen without NIH staff voting, one NIH designee, and a third designee with expertise in the relevant area who is chosen by the other two; in the case of individual disagreement, the first member may be chosen by the individual awardee. This special arbitration procedure in no way affects the awardee's right to appeal an adverse action that is otherwise appealable in accordance with PHS regulations 42 CFR Part 50, Subpart D and HHS regulations 45 CFR Part 16.

STAFF CONTACTS

The Grants Management Specialist is responsible for the negotiation, award and administration of this project and for interpretation of Grants Administration policies and provisions. The Program

Official is responsible for the scientific, programmatic and technical aspects of this project. These individuals work together in overall project administration. Prior approval requests (signed by an Authorized Organizational Representative) should be submitted in writing to the Grants Management Specialist. Requests may be made via e-mail.

Grants Management Specialist: Rudy Rand
Email: randrudy@mail.nih.gov **Phone**: 301.451.4238 **Fax**: 301.480.3777

Program Official: Jody Sachs
Email: sachsjg@mail.nih.gov **Phone**: 301-435-0802 **Fax**: 301 480-3547

SPREADSHEET SUMMARY
GRANT NUMBER: 3UL1RR025767-04S1

INSTITUTION: UNIVERSITY OF TEXAS HLTH SCI CTR SAN ANT

Budget	*Year 4*	*Year 5*

Facilities and Administrative Costs	*Year 4*	*Year 5*

ATTACHMENT II

CHURN

Fund _____
Functional Area 3600_____
TDSHS Contract No. _____
Grant Timeframe: August 1, 2011- April 31, 2012

ESTIMATED REVENUES	GL	BUDGET
		$ 91,145
Total Estimated Revenues		**$ 91,145**

APPROPRIATIONS
Title
Activity:

Cost Center 3609XXX _
Internal Order 136x--- CHURN

			ORIGINAL BUDGET
a.	Regular Salaries & Wages	5101010	47,148
a.	Language Skill Pay	5101050	-
b.	FICA & Medicare	5103005	3,607
b.	Life Insurance	5103010	47
a.	Personal Leave Buy Back Pay	5103035	-
b.	Transportation Allowance (Parking)	5103056	720
b.	Flexible Benefits Contribution	5104030	8,171
b.	Retirement Benefits - TMRS	5105010	5,946
c.	Education - Classes / Registrations	5201025	-
f.	Fees to Professional Contractors	5201040	761
f.	Contractual Services	5202020	-
f.	Other Contractual Services	5202025	-
g.	Advertising & Publications	5203040	-
g.	Binding & Reproduction (Printing)	5203060	4,000
c.	Transportation Fees - Local Mileage	5203090	1,000
g.	Maintenance Auto	5204090	-
g.	Mail and Parcel Post	5205010	1,000
c.	Travel - Official	5207010	-
g.	Maint & Rep Building	5301010	-
e.	Office Supplies	5302010	2,000
e.	Chemical Medical	5304040	-
	Tools & Apparatus	5304050	-
g.	Computer Software	5304075	2,000
g.	Other commodities	5304080	2,425
e.	Phone and Fax	5403010	-
g.	Cell Phones	5403040	-
g.	Motor Fuel & Lubricants	5403045	-
g.	Wireless Data Comm.	5403510	-
g.	Software Licenses	5404520	-
h.	Indirect Costs	5406530	12,320
d.	Cap - 5000 Computer Equip	5501000	-
d.	Mach & Equip-Other	5501055	-
g.	Furniture & Fixtures	5501065	-
	Total Estimated Expenses		**91,145**
			Budget
			91,145

a.	**Personnel**	**$ 47,148**
b.	**Fringe Benefits**	**$ 18,491**
c.	**Travel**	**$ 1,000**
d.	**Equipment**	**$ -**
e.	**Supplies**	**$ 2,000**
f.	**Contractual**	**$ 761**
g.	**Other**	**$ 9,425**
	DIRECT	**$ 78,825**
h.	**Indirect**	**$ 12,320**
	TOTAL	**$ 91,145**

	Job Title	PREVIOUS POSITIONS	ADD (DELETE)	CURRENT POSITIONS
0080	Administrative Assistant I	-	0.75	0.75
	Senior Management Analyst	-	1.00	1.00
	Total 36-XX-XX:	-	1.75	1.75