

AN ORDINANCE

2011-02-03-0087

AUTHORIZING AN AGREEMENT WITH THE UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER AT SAN ANTONIO DENTAL SCHOOL WHICH WILL PROVIDE UP TO \$285,000.00 TO THE SAN ANTONIO METROPOLITAN HEALTH DISTRICT FOR THE EXPANSION OF THE CITY'S SCHOOL-BASED ORAL HEALTH PREVENTION PROGRAM AND LOCAL ORAL HEALTH INITIATIVES FOR THE TERM SEPTEMBER 1, 2010 TO AUGUST 31, 2011 WITH THE OPTION OF TWO ADDITIONAL ONE-YEAR RENEWAL TERMS.

* * * * *

WHEREAS, in FY 2010, the San Antonio Metropolitan Health District Dental Division (Metro Health - Dental) provided more than 4,100 clinic visits for economically disadvantaged children, expectant mothers, and adults with urgent dental needs; and

WHEREAS, Metro Health - Dental also supports two major outreach operations that provide more than 10,000 children with diagnostic and preventive dental services in non-traditional settings such as Head Start and elementary schools; and

WHEREAS, through these efforts many children are identified with unmet dental needs, with an estimated 30% not covered through Texas Medicaid or CHIP; and

WHEREAS, Metro Health – Dental works closely with school nurses, parents and dental professionals from the private sector, non-profit and public agencies to assist families in gaining access to dental care and establishing a dental home in the community; and

WHEREAS, the University of Texas Health Science Center at San Antonio Dental School (UT Dental) is the grantee of the three year federally-funded Texas Oral Health Workforce Grant, with the City as a sub-recipient, which is a project that aims to improve access to dental care in Bexar County by expanding the City's preventive dental program in at-risk elementary schools, establishing the San Antonio Regional Oral Health Coalition and evaluating the existing oral health workforce through hosting oral health workforce roundtable discussions; and

WHEREAS, the Health Resources and Services Administration will support these collaborative activities between the City and UT Dental; and

WHEREAS, UT Dental will provide the City \$285,000.00 for local oral health initiatives via a one-year agreement with a term beginning on September 1, 2010 and ending on August 31, 2011; and

WHEREAS, UT Dental and the City will have the option to renew the agreement for two additional one-year terms with funding of up to \$280,000.00 for each of the renewal terms; and

WHEREAS, the cumulative total for all three terms, if exercised, will be \$845,000.00; **NOW THEREFORE:**

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

SECTION 1. The City Manager or her designee, or the Director of the San Antonio Metropolitan Health District or his designee, is hereby authorized to execute an agreement between the University of Texas Health Science Center at San Antonio Dental School (UT Dental) and the San Antonio Metropolitan Health District (Metro Health) in an amount up to \$285,000.00 for a term commencing on September 1, 2010 and ending on August 31, 2011, with an option for two (2) additional one-year renewal terms with funding of up to \$280,000.00 for each of the renewal terms. The 40% required in-kind match will be met through provisions of preventive dental services. A copy of the agreement in substantially final form is attached hereto, and incorporated herein, as **Attachment I**.

SECTION 2. The City Manager, or her designee or the Director of Metro Health or his designee is further authorized to execute any and all necessary documents to effectuate said agreement(s).

SECTION 3. Fund 26012000 entitled "Misc Grant" is hereby designated for use in the accounting for the fiscal transaction in the acceptance of this contract and should funding be awarded, the sum of up to \$285,000.00 for the first year from UT Dental 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 the execution of the contract.

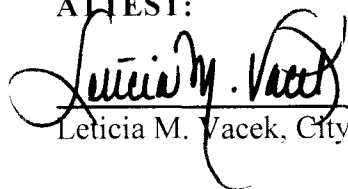
SECTION 4. The financial fiscal allocations in this Ordinance are subject to approval by the Chief Financial Officer, City of San Antonio. The Chief Financial Officer, may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific SAP Fund Numbers, SAP 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 5. 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 3rd day of February, 2011.

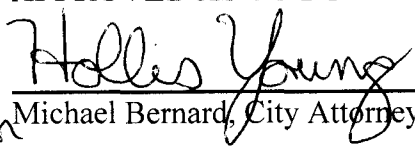

M A Y O R
Julián Castro

ATTEST:

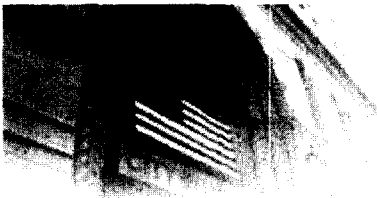


Leticia M. Vacek, City Clerk

APPROVED AS TO FORM:

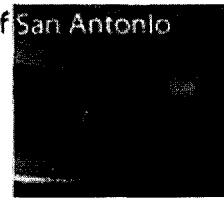


for Michael Bernard, City Attorney



Request for
**COUNCIL
ACTION**

City of San Antonio



Agenda Voting Results - 13

Name:	6, 7, 8, 9, 12, 13, 15A, 15B, 15C, 15D, 15E, 15F, 17A, 17B, 17C, 19, 20A, 20B, 20C, 20D						
Date:	02/03/2011						
Time:	10:34:53 AM						
Vote Type:	Motion to Approve						
Description:	An Ordinance authorizing an agreement with the University of Texas Health Science Center at San Antonio Dental School which will provide up to \$285,000.00 to the San Antonio Metropolitan Health District for the expansion of the City's school-based oral health prevention program and local oral health initiatives for the term September 1, 2010 to August 31, 2011 with the option of two additional one-year renewal terms. [Sharon De La Garza, Assistant City Manager; Charles E. Pruski, Interim Deputy Public Health Director, Health]						
Result:	Passed						
Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Julián Castro	Mayor		x				
Mary Alice P. Cisneros	District 1		x			x	
Ivy R. Taylor	District 2		x				
Jennifer V. Ramos	District 3		x				
Philip A. Cortez	District 4		x				
David Medina Jr.	District 5		x				
Ray Lopez	District 6		x				
Justin Rodriguez	District 7		x				
W. Reed Williams	District 8		x				
Elisa Chan	District 9		x				
John G. Clamp	District 10		x				x

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 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 participation in 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 September 1, 2010 to August 31, 2011.
3. Award Amount. The estimated cost for performance under this Agreement is \$285,000 as identified in the budget attached hereto as Attachment B. Such amount shall not be exceeded without written Amendment to this Agreement. Cost Sharing of at least 40% of the Award Amount is required, must be from non-federal funding, and may be a combination of in-kind contributions, fairly valued, and from state local, community, or other organization sources.
4. Key Personnel. Project activities under the AWARDEE shall be under the direction of AWARDEE Project Director, Dr. Jennifer Bankler. 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 in 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 131954/131602. 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 forty-five (45) days of the termination date of this Agreement and shall be marked as final. Final invoices received after forty-five 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. **The Final Invoice must also include a detailed accounting and documentation of the cost sharing required under this subaward which amount shall not be less than 40% of the cumulative amount invoiced. In addition to being forwarded to the UTHSCSA Office of Accounting, a copy of the Final Invoice and documentation must be forwarded to cantur@uthscsa.edu and grants@uthscsa.edu.**

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.

UTHSCSA reserves the right to withhold final payment, not to exceed 15% of the total estimated cost of the purchase order until acceptance of all services, reports, and/or supplies called for hereunder.

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 include, as applicable, but are not necessarily limited to:

- 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 501, 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).

- h. Debarment and Suspension. AWARDDEE 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. AWARDDEE specifically certifies that neither it nor any person to be paid from funds under this Agreement is delinquent in repaying any Federal debt as defined by OMB Circular A-129.
- j. Drug-Free Workplace. Compliance with the Drug-Free Workplace Act of 1988, 2 CFR 382.
- 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 PHS requirement to maintain a written standard of conduct and comply with 42 CFR Part 50, Subpart F.
- n. Anti-Kickback. Compliance with Medicare and Medicaid anti-kickback statute (42 USC 1320a-7b(b)).
- p. Confidentiality of Alcohol and Drug Abuse Patient Records. Compliance with 42 CFR 2 which concerns any information about alcohol and other drug abuse patients obtained by the AWARDDEE.
- q. Distribution of Sterile Needles or Syringes. Compliance with the requirement that no federal funds provided under this award shall be used to carry out any program for distributing sterile needles or syringes for the hypodermic injection of any illegal drug.
- r. Pro-Children Act. Compliance with the Pro-Children Act of 1994, 20 USC 7183, which imposes restrictions on smoking in facilities where federally funded children's services are provided.
- s. Smoke-Free Workplace. AWARDDEE is strongly encouraged to provide smoke-free workplaces and to promote the nonuse of tobacco products.
- t. Limited English Proficiency. AWARDDEE agrees to take reasonable steps to ensure that people with limited English proficiency have meaningful access to health and social services and that there is effective communication between the service provider and individuals with limited English proficiency (EO 13166).
- u. Use of Seatbelts. AWARDDEE is encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating vehicles, whether organizationally owned or rented or personally owned and while on official business (EO 13043).
- v. Texting While Driving. AWARDDEE is encouraged to adopt and enforce a prohibition against texting while driving for their employees when operating vehicles, whether organizationally owned or rented or personally owned while on official business (EO 13513).
- w. Trafficking in Persons. Compliance with the requirements of Section 106 (g) of the Trafficking Victims Protection Act of 2000 as amended (22 USC 7104).
- x. DUNS Number and Central Contractor Registration. AWARDDEE certifies that it has a current DUNS number and a current Central Contractor Registration (CCR) and that it will maintain current and up to date information in the CCR for the duration of the Agreement.
- y. FFATA Reporting. AWARDDEE will provide UTHSCSA with information as required and upon request to fulfill federal reporting requirements, including, but not limited to FFATA (Federal Funding Accountability and Transparency Act).

8. Additional Disclosure. In addition to all other reporting and notification requirements set forth in this Agreement, AWARDDEE 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 AWARDDEE and any other information about the Interest that UTHSCSA may reasonably request.

9. Accounting, Records, and Audit.

9.1 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 AWARDDEE. AWARDDEE 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.

9.2 Examination of Records: AWARDDEE 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 AWARDDEE involving transactions related to this Agreement. It is understood that, unless agreed to in writing by AWARDDEE, such examination shall be made during AWARDDEE's regularly established business hours.

9.3 Audit: If AWARDDEE is subject to the audit requirements of OMB Circular A-133, AWARDDEE shall submit, concurrent with the execution of this Agreement, information concerning its most recent A-133 audit with specific information regarding any findings that may affect AWARDDEE's compliance responsibilities with respect to this Agreement to the UTHSCSA representative for business matters as identified in Article 13 of this Agreement.

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

11. No Indemnification by Parties. AWARDDEE and UTHSCSA acknowledge that they 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 accidents, injuries or deaths.

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

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

To the SUBAWARDEE:

To UTHSCSA:

For Technical Matters:

For Technical Matters:
Dr. David P. Cappelli
The University of Texas Health
Science Center at San Antonio
Mail Code 7914
7703 Floyd Curl Drive
San Antonio, TX 78229-3900

For Business Matters:

For Business Matters
Jane A. Youngers
Assistant Vice President for Research
The University of Texas Health
Science Center at San Antonio
Mail Code 7828
7703 Floyd Curl Drive
San Antonio, TX 78229-3900

14. 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.

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

16. General.

16.1 Any statements, press releases, requests for proposals, bid solicitations, and other documents describing the project funded by this Agreement shall clearly state the percentage and dollar amount of the total costs of this Agreement and the percentage and dollar amount of the total costs of the project or program funded hereunder that will be financed by non-governmental sources, if any.

16.2 To the greatest extent practicable, all equipment and products purchased with funds made available under this Agreement should be American-made.

16.3 EO 13166, August 11, 2000 requires recipients receiving federal financial assistance to take steps to ensure that people with limited English proficiency can meaningfully access health and social services.

17. Additional Provisions: This Agreement is made as a result of the U. S. Department of Health Human Services, Health Resources and Services Administration Grant No. T12HP19338 awarded to UTHSCSA. The general provisions of that grant are those covered by the HHS *Grants Policy Statement* incorporated by reference into this Agreement and available at <ftp://ftp.hrsa.gov/grants/hhsgrantspolicystatement.pdf>. AWARDEE agrees to abide by these provisions, including the appropriate administrative and cost guidelines. Where approval is required from the federal government, such approval shall be sought from UTHSCSA. In no event, does the AWARDEE have the right to extend the period of performance without written amendment to this Agreement.

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 _____

**ATTACHMENT A
STATEMENT OF WORK**

The San Antonio Metropolitan Health District (SAMHD) agrees to:

1. Provide to Principal Investigator a list of districts and schools to be visited including site name and dates of service.
2. Demonstrate sealant program implementation integrity through utilization of The Community Guide <http://www.thecommunityguide.org/oral/schoolsealants.html> and a written Program Implementation Plan.
3. Provide personnel, equipment and supplies resulting in the placement of dental sealants in second grade students at the school districts and schools identified and selected in consultation with the Principal Investigator.
4. Provide retention checks of third graders and screen children in kindergarten attending selected public schools in San Antonio.
5. Submit data and reports using the SEALS (Sealant Efficiency Assessment for Locals and States) Software to the Principal Investigator.
6. Share data and all information related to the project with the Principal Investigator or other approved study staff.
7. Provide summary data on referral, follow-up, and case management developed through established report mechanisms in consultation with the Principal Investigator.
8. Report data to UTHSCSA to allow the successful completion of the required Financial Status Report and the annual Progress Report.

**Attachment B
Budget**


Oral Health Worforce Grant
Fund xxx
Budget for Period: 9/1/2010-8/31/2011
PROPOSED BUDGET

ESTIMATED REVENUES	GL	CURRENT BUDGET
TOTAL ESTIMATED FUNDING SUBAWARD		\$ <u>\$ 285,000.00</u>

APPROPRIATIONS

Cost Center 36xx
Internal Orde 136xxx

		CURRENT BUDGET	
Regular Salaries & Wages	5101010	\$ 69,350.00	
Social Security	5103005	\$ 5,351.00	
Life Insurance	5103010	\$ 70.00	
Group Health Insurance	5104030	\$ 16,342.00	
TMRS	5105010	\$ 8,688.00	
Language Skill Pay	5101050	\$ 600.00	
Fees to Professional Contractors	5201040	\$ 120,929.00	
Binding and Printing	5203060	\$ 6,000.00	
Transportation Fees	5203090	\$ 2,000.00	
Travel - Official	5207010	\$ 1,500.00	
Office Supplies	5302010	\$ 1,244.00	
Chems and Meds	5304040	\$ 24,000.00	
Cellular Phones	5403040	\$ 2,560.00	Air cards required for direct data entry
Motor Fuel and Lubricant	5403545	\$ 2,189.00	
Indirect Cost 18.77%	5406530	\$ 18,845.00	
IT Capital-laptop computers	5501000	\$ 5,332.00	4 laptops, accessories
TOTAL APPROPRIATIONS:		<u>\$ 285,000.00</u>	

1. DATE ISSUED: 08/12/2010		2. PROGRAM CFDA: 93.236		DEPARTMENT OF HEALTH AND HUMAN SERVICES HEALTH RESOURCES AND SERVICES ADMINISTRATION  NOTICE OF GRANT AWARD AUTHORIZATION (Legislation/Regulation) Part D of Title III of the Public Health Service Act as amended, Subpart X – Primary Dental Programs, Section 340G (42 USC 256g)					
3. SUPERCEDES AWARD NOTICE dated: <small>except that any additions or restrictions previously imposed remain in effect unless specifically rescinded</small>									
4a. AWARD NO.: 1 T12HP19338-01-00		4b. GRANT NO.: T12HP19338					5. FORMER GRANT NO.:		
6. PROJECT PERIOD: FROM: 09/01/2010 THROUGH: 08/31/2013									
7. BUDGET PERIOD: FROM: 09/01/2010 THROUGH: 08/31/2011									
8. TITLE OF PROJECT (OR PROGRAM): Grants to States to Support Oral Health Workforce Activities									
9. GRANTEE NAME AND ADDRESS: UNIVERSITY OF TEXAS HEALTH SCIENCE CTR AT SAN ANTONIO Mailstop Code: MC 7828 Office of Grants Management 7703 Floyd Curl Dr San Antonio, TX 78229-3901			10. DIRECTOR: (PROGRAM DIRECTOR/PRINCIPAL INVESTIGATOR) David P Cappelli UNIVERSITY OF TEXAS HEALTH SCIENCE CTR AT SAN ANTONIO Mailstop Code: MC 7917 Dental School / Community Dentistry 7703 Floyd Curl Dr San Antonio , TX 78229-3901						
11. APPROVED BUDGET: (Excludes Direct Assistance) <input type="checkbox"/> Grant Funds Only <input checked="" type="checkbox"/> Total project costs including grant funds and all other financial participation a. Salaries and Wages: b. Fringe Benefits: c. Total Personnel Costs: d. Consultant Costs: e. Equipment f. Supplies: g. Travel h. Construction/Alteration and Renovation: i. Other: j. Consortium/Contractual Costs: k. Trainee Related Expenses: l. Trainee Stipends: m. Trainee Tuition and Fees: n. Trainee Travel: o. TOTAL DIRECT COSTS: p. INDIRECT COSTS. (Rate: % of S&W/TADC) q. TOTAL APPROVED BUDGET: i. Less Non-Federal Resources: ii. Federal Share:			12. AWARD COMPUTATION FOR FINANCIAL ASSISTANCE a. Authorized Financial Assistance This Period b. Less Unobligated Balance from Prior Budget Periods i. Additional Authority ii. Offset c. Unawarded Balance of Current Year's Funds d. Less Cumulative Prior Award(s) This Budget Period e. AMOUNT OF FINANCIAL ASSISTANCE THIS ACTION 13. RECOMMENDED FUTURE SUPPORT: (Subject to the availability of funds and satisfactory progress of project) <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 50%;">YEAR</th> <th style="width: 50%;">TOTAL COSTS</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> </tr> </tbody> </table>			YEAR	TOTAL COSTS		
YEAR	TOTAL COSTS								
15. PROGRAM INCOME SUBJECT TO 45 CFR Part 74.24 OR 45 CFR 92.25 SHALL BE USED IN ACCORD WITH ONE OF THE FOLLOWING ALTERNATIVES: A=Addition B=Deduction C=Cost Sharing or Matching D=Other [C]			14. APPROVED DIRECT ASSISTANCE BUDGET: (In lieu of cash) a. Amount of Direct Assistance b. Less Unawarded Balance of Current Year's Funds c. Less Cumulative Prior Awards(s) This Budget Period d. AMOUNT OF DIRECT ASSISTANCE THIS ACTION						
16. THIS AWARD IS BASED ON AN APPLICATION SUBMITTED TO, AND AS APPROVED BY HRSA, IS ON THE ABOVE TITLED PROJECT AND IS SUBJECT TO THE TERMS AND CONDITIONS INCORPORATED EITHER DIRECTLY OR BY REFERENCE IN THE FOLLOWING: <small>a. The grant program legislation cited above. b. The grant program regulation cited above. c. This award notice including terms and conditions, if any, noted below under REMARKS. d. 45 CFR Part 74 or 45 CFR Part 92 as applicable. In the event there are conflicting or otherwise inconsistent policies applicable to the grant, the above order of precedence shall prevail. Acceptance of the grant terms and conditions is acknowledged by the grantee when funds are drawn or otherwise obtained from the grant payment system.</small> REMARKS: (Other Terms and Conditions Attached <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No) Indirect costs are fixed at 8% for Colleges and Universities. Electronically signed by John Gallicchio, Grants Management Officer on: 08/12/2010									
17. OBJ. CLASS: 41.21		18. CRS-EIN: 1741586031A2		19. FUTURE RECOMMENDED FUNDING:					
FY-CAN	CFDA	DOCUMENT NO.	AMT. FIN. ASST.	AMT. DIR. ASST.	SUBPROGRAM CODE	SUB ACCOUNT CODE			
10-3765841	93.236	T12HP19338A0		\$ 0.00	N/A	N/A			

HRSA Electronic Handbooks (EHBs) Registration Requirements

The Project Director of the grant (listed on this NGA) and the Authorizing Official of the grantee organization are required to register (if not already registered) within HRSA's Electronic Handbooks (EHBs). Registration within HRSA EHBs is required only once for each user for each organization they represent. To complete the registration quickly and efficiently we recommend that you note the 10-digit grant number from box 4b of this NGA. After you have completed the initial registration steps (i.e., created an individual account and associated it with the correct grantee organization record), be sure to add this grant to your portfolio. This registration in HRSA EHBs is required for submission of noncompeting continuation applications. In addition, you can also use HRSA EHBs to perform other activities such as updating addresses, updating email addresses and submitting certain deliverables electronically. Visit <https://grants.hrsa.gov/webexternal/login.asp> to use the system. Additional help is available online and/or from the HRSA Call Center at 1-877-464-4772.

Terms and Conditions

Failure to comply with the special remarks and condition(s) may result in a draw down restriction being placed on your Payment Management System account or denial of future funding.

Program Terms:

1. Matching Requirement: An entity that receives a grant under this program must contribute non-Federal funds to activities carried out under this grant to an amount equal to at least 40 percent of the federal funding support of the project. Matching funds may be a combination of in-kind contributions, fairly valued, and any other funding from State, local, community, or other organization sources.

Standard Terms:

1. All discretionary awards issued by HRSA on or after October 1, 2006, are subject to the HHS Grants Policy Statement (HHS GPS) unless otherwise noted in the Notice of Award (NoA). Parts I through III of the HHS GPS are currently available at <http://ftp.hrsa.gov/grants/hhsgrantspolicystatement.pdf>. Please note that the Terms and Conditions explicitly noted in the award and the HHS GPS are in effect.
2. The HHS Appropriations Act requires that when issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with Federal money, all grantees receiving Federal funds, including but not limited to State and local governments, shall clearly state the percentage of the total costs of the program or project which will be financed with Federal money, the dollar amount of Federal funds for the project or program, and percentage and a dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.
3. Recipients and sub-recipients of Federal funds are subject to the strictures of the Medicare and Medicaid anti-kickback statute (42 U.S.C. 1320a - 7b(b) and should be cognizant of the risk of criminal and administrative liability under this statute, specifically under 42 U.S.C. 1320 7b(b) Illegal remunerations which states, in part, that whoever knowingly and willfully:
 - (A) Solicits or receives (or offers or pays) any remuneration (including kickback, bribe, or rebate) directly or indirectly, overtly or covertly, in cash or in kind, in return for referring (or to induce such person to refer) an individual to a person for the furnishing or arranging for the furnishing of any item or service, OR
 - (B) In return for purchasing, leasing, ordering, or recommending purchasing, leasing, or ordering, or to purchase, lease, or order, any goods, facility, services, or item

....For which payment may be made in whole or in part under subchapter XIII of this chapter or a State health care program, shall be guilty of a felony and upon conviction thereof, shall be fined not more than \$25,000 or imprisoned for not more than five years, or both.
4. Items that require prior approval from the awarding office as indicated in 45 CFR Part 74.25 [Note: 74.25 (d) HRSA has not waived cost-related or administrative prior approvals for recipients unless specifically stated on this Notice of

Grant Award] or 45 CFR Part 92.30 must be submitted in writing to the Grants Management Officer (GMO). Only responses to prior approval requests signed by the GMO are considered valid. Grantees who take action on the basis of responses from other officials do so at their own risk. Such responses will not be considered binding by or upon the HRSA.

In addition to the prior approval requirements identified in Part 74.25, HRSA requires grantees to seek prior approval for significant rebudgeting of project costs. Significant rebudgeting occurs when, under a grant where the Federal share exceeds \$100,000, cumulative transfers among direct cost budget categories for the current budget period exceed 25 percent of the total approved budget (inclusive of direct and indirect costs and Federal funds and required matching or cost sharing) for that budget period or \$250,000, whichever is less. For example, under a grant in which the Federal share for a budget period is \$200,000, if the total approved budget is \$300,000, cumulative changes within that budget period exceeding \$75,000 would require prior approval. For recipients subject to 45 CFR Part 92, this requirement is in lieu of that in 45 CFR 92.30(c)(1)(ii) which permits an agency to require prior approval for specified cumulative transfers within a grantee's approved budget. [Note, even if a grantee's proposed rebudgeting of costs falls below the significant rebudgeting threshold identified above, grantees are still required to request prior approval, if some or all of the rebudgeting reflects either a change in scope, a proposed purchase of a unit of equipment exceeding \$25,000 (if not included in the approved application) or other prior approval action identified in Parts 74.25 and 92.30 unless HRSA has specifically exempted the grantee from the requirement(s).]

5. Payments under this award will be made available through the DHHS Payment Management System (PMS). PMS is administered by the Division of Payment Management, Financial Management Services, Program Support Center, which will forward instructions for obtaining payments. Inquiries regarding payments should be directed to: ONE-DHHS Help Desk for PMS Support at 1-877-614-5533 or PMSSupport@psc.hhs.gov. For additional information please visit the Division of Payment Management Website at www.DPM.PSC.GOV.
6. The DHHS Inspector General maintains a toll-free hotline for receiving information concerning fraud, waste, or abuse under grants and cooperative agreements. Such reports are kept confidential and callers may decline to give their names if they choose to remain anonymous. Contact: Office of Inspector General, Department of Health and Human Services, Attention: HOTLINE, 330 Independence Avenue Southwest, Cohen Building, Room 5140, Washington, D. C. 20201, Email: Htips@os.dhhs.gov or Telephone: 1-800-447-8477 (1-800-HHS-TIPS).
7. Submit audits, if required, in accordance with OMB Circular A-133, to: Federal Audit Clearinghouse Bureau of the Census 1201 East 10th Street Jefferson, IN 47132 PHONE: (310) 457-1551, (800)253-0696 toll free <http://harvester.census.gov/sac/facconta.htm>
8. EO 13166, August 11, 2000, requires recipients receiving Federal financial assistance to take steps to ensure that people with limited English proficiency can meaningfully access health and social services. A program of language assistance should provide for effective communication between the service provider and the person with limited English proficiency to facilitate participation in, and meaningful access to, services. The obligations of recipients are explained on the OCR website at <http://www.hhs.gov/ocr/lep/reviseleplep.html>.
9. 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). For the full text of the award term, go to <http://www.hrsa.gov/grants/trafficking.htm>. If you are unable to access this link, please contact the Grants Management Specialist identified in this Notice of Grant Award to obtain a copy of the Term.

Reporting Requirements:

1. Due Date: Within 90 days of Budget End Date
The grantee must submit a Federal Financial Report (FFR) within 90 days after the budget period end date. This report should reflect cumulative reporting within the project period and must be submitted using the Electronic Handbook (EHB).

Failure to comply with these reporting requirements will result in deferral or additional restrictions of future funding decisions.

NGA Email Address(es):

grants@uthscsa.edu;bellis@hrsa.gov
Note: NGA emailed to these address(es)

Contacts:

Program Contact: For assistance on programmatic issues, please contact Shane Rogers at:
PKLN 9A-27
HRSA/BHP/r/DMD
5600 Fishers Ln
Rockville, MD 20852-1750
Phone: (301)443-5260
Email: srogers@hrsa.gov

Division of Grants Management Operations: For assistance on grants administration issues, please contact Barbara Ellis at:
HRSA/OFAM
DGMO/RTB
5600 Fishers Ln
Rockville, MD 20852-1750
Phone: (301)443-1738
Email: Barbara.Ellis@hrsa.hhs.gov
Fax: (301)443-6343

If description of your Condition or Reporting Requirement specified in the NGA does not include the statement "Please upload the required documentation into the HRSA Electronic Handbooks" then the responses to reporting requirements and conditions must be mailed to the attention of the Office of Grants Management contact indicated above. All correspondence should include the Federal grant number (item 4 on the award document) and program title (item 8 on the award document). Failure to follow this guidance will result in a delay in responding to your request.