MOA - Financial MOU Non-Financial

Part 1 Face Sheet MEMORANDUM OF AGREEMENT MEMORANDUM OF UNDERSTANDING STATE OF CONNECTICUT OFFICE OF EARLY CHILDHOOD

1. Indicate Memorandum Type. Non-financial Agreements do not require fiscal review.

- 2. Prepare two original copies.
- 3. Originating agency internal approvals must be shown prior to contracting state agency acceptance.
- The Office of Early Childhood and the Contractor as listed below hereby enter into an Agreement subject to the terms and conditions stated herein and subject to the applicable provisions of the Connecticut General Statutes.
- Acceptance of this contract implies conformance with terms and conditions as stated in this Agreement.

			(1) ORIGINAL (3) (3) OEC Identification No. (2) AMENDMENT (1) 170ECMHVM1UCN						(4) Contracting Agency Identification			
CONTRACTING STATE AGENCY		(4) Contracting State Agency Name University of Connecticut, Center for the Study of Health and Human Development						(6) Contracting State Agency (7) Contracting State State Number Agency FEIN			(7) Contracting State Agency FEIN	
		(8) Contracting State Agency Address 348 Mansfield Rd Storrs, CT 06269-2058						(9) Contracting State Agency Liaison & Phone No. Charles M. Super, 860-486-1595				
ORIGINATING STATE AGENCY		(10) Originating State Agency OFFICE OF EARLY CHILDHOOD						Number Agency FEIN OEC64500 OECM1			DECM1	
		(13) Originating State Agency Address 450 Columbus Boulevard, Hartford CT 06103						(14) Originating State Agency Liaison & Phone No. Catherine Lenihan 860-500-4436				
CONTRACT PERIOD			(15)Contract Period (From - To) 3/15/17-11/30/18						(16) Funding Period (From -To) 3/15/17-11/30/18			
CANCELLATION			This Agreement shall remain in full force and effect for the entire term of the contract period stated above unless terminated pursuant to the Termination provisions of Part 2 Section 2 herein.						(17) Required No. Of Days Written Notice. 30 Days			
COMPLETE DESCRIPTION OF SERVICE			(18) The Contracting State Agency shall provide services in accordance with the terms of this Memorandum of Agreement's Scope of Work in Part 1 herein.									
COST AND SCHEDULE OF TRANSFER CERTIFICATES			(19) The maximum cost of this Agreement shall be \$270,000.00. The Originating State Agency shall issue a transfer certificate under the terms and schedule described on the Payment Provisions in Part 1 herein.									
(20)	0) (21) (2		(23)		(24)		(25)					(29)
Line Budget F No. Reference		Fu	Ind	Department	Program SID		Account	(26) Project/Grant		(27) Chart 1	(28) Chart 2	Amount
	(20)		<u> </u>				(24)					

(30) ACCEPTANCE AND APPROVALS

(31) STATUTORY AUTHORITY OEC: CGS §4-8, §4-38d, §10-500 UCONN: CGS §10a-104, §10a-108, §10a-110 to §10a-110g

(32) UCONN AUTHORIZED OFFICIAL	Laura Kozma Director of Sponsored Program Services	4/27/F
(33) BECADTAORIZED OFFICIAL	Pietro Rosatio Director of Business Operations	DATE 5/2/17

PART 1 Memorandum of Agreement Standard Terms and Conditions

- Terms. As used in this agreement, the term "Memorandum of Agreement" and "MOA" is consistent with the term "contract;" the term "OEC" is consistent with the Office of Early Childhood; and the term "UCONN/CHHD" is consistent with the University of Connecticut, Center for the Study of Health and Human Development.
- Contract Period. This agreement shall be in effect from 3/15/2017 to 11/30/18 and shall be reviewed within 90 days before the expiration with a written agreement of the terms of the extension to be completed within 30 days before the expiration date. The written confirmation shall be signed by the respective agency heads or his/her designee.
- 3. **Compliance with Laws and Regulations.** The parties acknowledge that both parties are state government agencies, and as such, are subject to all applicable contractual State and Federal laws and regulations.

4. Contract Revision or Amendment

- a. Either party may request or suggest a revision or amendment to the contract's Scope of Work or Budget and Payment provisions.
- b. A formal contract amendment shall be required only for extension to the contract period, revision to the Budget and Payment Provisions, and any other provision determined material by either party. A contract amendment shall not be effective until executed by both parties.
- c. No amendment or revision may be made to a contract if the contract period has expired.
- 5. Termination. Either party may terminate this agreement upon 30 days advance written notice delivered to the other party specifying a date of termination. In the event either party is unable to fulfill its responsibilities hereunder as a result of impossibility of performance, illegality, acts of God, or any other reasons, termination of this agreement shall be effected by forwarding to the other party written notice immediately, but at least 30 days prior to said termination. The notice shall describe and identify the contingency which gives rise to the notice of termination and shall be forwarded via certified mail, postage prepaid, return receipt requested.
- 6. **Assignment.** Either party shall not assign or transfer any interest in this contract without the prior written approval of the Liaison(s) as set forth in Section 6.c.. This shall not be construed as limiting the rights to subcontract some of the services to be performed hereunder as provided in this contract.

7. Liaison And Notices

- a. Both parties agree to have specifically named liaisons at all times. These representatives of the parties will be the first contacts regarding any questions and problems, which may arise during implementation and operation of the contract.
- b. Wherever under this contract one party is required to give notice to the other, such notice shall be deemed given upon delivery, electronic mail sufficient. Said notices shall become effective on the date of receipt or the date specified in the notice, whichever comes later. Either party may change the address or liaison for notification purposes by mailing a notice stating the change and noting the new address and liaison.
- c. Notices shall be addressed as follows:

In case of notice to OEC: Lynn Skene Johnson Director, Family Services Division Office of Early Childhood 450 Columbus Boulevard, Suite 205 Hartford, CT 06103 In case of notice to the Contractor: Laura Kozman Director of Sponsored Program Services 438 Whitney Road Extension, Unit 1133 Storrs, CT 06269-1133

8. Records

- a. **Maintenance of Separate Records.** The Contractor shall maintain accounting records in a manner that will enable OEC to easily audit and examine any books, documents, papers and records maintained in support of the contract. All such documents shall be made available to OEC at its request, and shall be clearly identifiable as pertaining to the contract.
- b. **Examination of Records**. OEC and its duly authorized representatives during the contract period and for a period of **5 years** after final payment for the services performed under this contract or any extension and all pending matters are closed shall have access to and the right to examine any of its books, records, including but not limited to financial records, documents and papers pertinent to this contract for the purpose of making audit, examination, excerpts and transcriptions.
- Dispute Settlement. Any dispute concerning a question of fact arising under the contract, which is not disposed of by agreement, shall be decided by the Connecticut Attorney General. Pending final decision of a dispute, the Contractor shall proceed diligently with the performance of the Scope of Work of the contract.
- 10. **Payments.** The OEC and the State of Connecticut assume no liability for payment under the terms of any contract until the Contractor is notified, in writing, e-mail sufficient, that the OEC has accepted the contract.
- 11. **Force Majeure.** Neither party shall incur liability for any failure to perform its obligations under this contract due to causes beyond its control including, but not limited to, fire, storm, flood, earthquake, explosion, accident, acts of war, acts of God, acts of Federal, State or local government or any agency thereof and judicial action, acts of third parties, and computer or equipment failures other than those caused by the sole negligence of either party.

12. **Executive Orders.** This Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings; Executive Order No. 16 of Governor John G. Rowland, promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and made a part of the Contract as if they had been fully set forth in it. The Contract may also be subject to Executive Order 14 of Governor M. Jodi Rell, promulgated May 22, 2015, mandating disclosure of certain gifts to public employees and contributions to certain candidates for office. If Executive Order 14 and/or Executive Order 49 are applicable, they are deemed to be incorporated into and are made a part of the Contractor's request, the Client Agency or the DAS shall provide a copy of these orders to the Contractor.

13. Non-Discrimination.

- a. For purposes of this Section, the following terms are defined as follows:
 - (1) "Commission" means the Commission on Human Rights and Opportunities;
 - (2) "Contract" and "contract" include any extension or modification of the Contract or contract;
 - (3) "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;
 - (4) "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose.
 - (5) "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
 (6) "good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements;
 - (7) "marital status" means being single, married as recognized by the State of Connecticut, widowed, separated or divorced;
 - (8) "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders;
 - (9) "minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of Connecticut General Statutes § 32-9n; and
 - (10) "public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

For purposes of this Section, the terms "Contract" and "contract" do not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, (2) a quasi-public agency, as defined in Conn. Gen. Stat. Section 1-120, (3) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Conn. Gen. Stat. Section 1-267, (4) the federal government, (5) a foreign government, or (6) an agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), (4) or (5).

- b.
- (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, mental retardation, mental disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability or physical disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved;
- (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission;
- (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment;
- (4) the Contractor agrees to comply with each provision of this Section and Connecticut General Statutes §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e and 46a-68f; and
- (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and Connecticut General Statutes § 46a-56. If the contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.
- c. Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.

- d. The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.
- e. The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes §46a-56; provided if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.
- f. The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.

g.

- (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation;
- (2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;
- (3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes § 46a-56; and
- (4) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this Section and Connecticut General Statutes § 46a-56.

The Contractor shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes § 46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

PART 2 Memorandum of Agreement Scope of Work

A. PURPOSE

This MOA establishes a relationship between the Office of Early Childhood ("OEC") and the Center for the Study of Culture, Health and Human Development at the University of Connecticut ("UCONN/CHHD" or "Contractor") for the evaluation of online training modules developed by Eastern Connecticut State University ("ECSU"). This shall include empirical, experimental and quasi-experimental evaluation and includes dissemination of the findings as outlined in the grant proposal submitted to the Health Resources and Services Administration ("HRSA") of the U.S. Department of Health and Human Services ("DHHS").

B. AUTHORITY.

OEC: Connecticut General Statutes sec. 4-8, 4-38d, and 10-500 UCONN/CHHD: Connecticut General Statutes sec. 10a-104, 10a-108, 10a-110 to 10a-110g

C. DESCRIPTION OF SERVICES

- 1. UCONN/CHHD shall carry out empirical, experimental and quasi-experimental evaluation of on-line modules by evaluating changes in outcome variable associated with training module intervention and testing the added value of bringing together small groups of home visitors for face-to-face discussion and reflection on modules.
 - 1.1 UCONN/CHHD shall develop and pre-test modules in consultation with ECSU and home visitors from all four evidence based models (Parents as Teachers, including both MIECHV and state-funded, Early Head Start, Nurse Family Partnership, Child First).
 - 1.2 UCONN/CHHD shall develop quantitative and qualitative measures for assessing desired outcomes in a prospective pre-and post-innovation design.
 - 1.3 UCONN/CHHD shall conduct train qualified consultants to facilitate group discussions of the on-line modules.
 - 1.4 UCONN/CHHD shall engage a random sample of home visiting staff in facilitated discussions after the completion of the training modules to assess how the modules are being used, patterns of participation in the discussion groups, and home visitors' perceptions of their relevance and usefulness.
 - 1.5 UCONN/CHHD shall collect baseline data relevant to the desired outcomes, including recent rates of retention for home visitors in each MIECHV program and demographic information on the families and communities served.
 - 1.6 UCONN/CHHD shall interview a subsample regarding final outcome measures.
 - 1.7 UCONN/CHHD shall conduct exit interviews with all departing home visitors.
 - 1.8 UCONN/CHHD shall transcribe, code and analyze exit interviews as they proceed.
 - 1.9 UCONN/CHHD shall transcribe, code and analyze final outcome interviews.
 - 1.10 UCONN/CHHD shall carry out statistical evaluation of the effectiveness of the innovations, both shortterm outcomes (knowledge, self-perceived competence, job satisfaction) and long-term outcomes (job satisfaction, retention) with and without facilitated discussion.
 - 1.11 UCONN/CHHD shall disseminate results to both researchers and the wider community.

D. RESPONSIBILITIES OF UCONN/CHHD. UCONN/CHHD shall perform the following duties:

1. Participate in ongoing face-to-face meetings and conference calls with OEC and other partners to discuss development and implementation of video modules.

- 2. Provide OEC draft of facilitated discussion questions and content for review.
- 3. Provide OEC with regular updates regarding successes and challenges in the evaluation process.
- 4. Provide OEC a draft version of evaluation results and report for review prior to dissemination to the wider community.
- 5. Provide oversight of sub-contractors and notify OEC with any changes to sub-contracting status and/or deliverables.
- 6. Notify OEC within 7 business days of staffing changes.

E. RESPONSIBILITIES OF OEC. OEC shall perform the following duties:

- 1. Schedule and facilitate ongoing meetings and conference calls with UCONN/CHHD and other partners to discuss development and implementation of video modules.
- 2. Take an active role in assisting UCONN/CHHD in fulfilling their responsibilities in the evaluation of the on-line training modules.
- 3. Take an active role in reviewing evaluation content prior to final report.
- 4. Support and assist in the dissemination of the final evaluation report to both researchers and the wider community.

F. JOINT RESPONSIBILITIES OF UCONN/CHHD AND OEC. OEC and UCONN/CHHD shall jointly perform the following duties:

- 1. Develop and adhere to Project Timeline and Work Plan.
- 2. Adhere to the following cooperative agreement requirements as outlined in the Maternal, Infant and Early Childhood Home Visiting Program Award No# UH4MC30743-01-00.

The cooperative agreement recipient's responsibilities will include:

 As approved by HRSA, development, implementation, and evaluation of innovation to strengthen and improve the delivery of coordinated and comprehensive high quality voluntary early childhood home visiting services to eligible families and that are expected, based on evidence of promise or strong theory, to demonstrate improvement in one or more of the following program priority areas:

- a. Recruitment, engagement, and retention of eligible families to MIECHV-funded home visiting programs,
- b. Development and retention of a trained, highly skilled MIECHV-funded home visiting workforce,
- c. Coordination of MIECHV-funded home visiting programs with community resources and supports, including comprehensive statewide and/or local early childhood systems, such as child health, behavioral health, and human services systems, and
- d. Implementation of effective continuous quality improvement processes in MIECHV funded home visiting programs.

2. Completion of activities proposed in response to application review criteria in compliance with all applicable federal law and programmatic requirements, including required status and performance reporting. (See Section I for program requirements, Section IV for funding restrictions, and Section VI for reporting requirements.)

3. Participation in face-to-face meetings and conference calls with relevant HRSA and ACF representatives and HRSA-supported technical assistance providers conducted during the period of the cooperative agreement.

4. Collaboration with relevant HRSA and ACF representatives and HRSA-supported technical assistance providers on ongoing review of activities, procedures and budget items, information/publication prior to dissemination, contracts and interagency agreements.

5. Adherence to HRSA guidelines pertaining to acknowledgement and disclaimer on all products produced by HRSA award funds. See Acknowledgment of Federal Funding in Section 2.2 of HRSA's SF-424 Application Guide.

- 6. Funds may not be used from the Contractual line of budget until a response to the condition is received and approved.
- 7. Ensure compliance with(HRSA/HHS) requirements for Conflict of Interest (45 CFR 75.112).
- 8. Per Statue, funds made available to a grantee for a fiscal year shall remain available by the grantee through the end of the second succeeding fiscal year after award. Therefore, under provision 42USC711J3, if needed, grantee may request prior approval (PA) within EHBs to expend awarded funds up through but not beyond 9/30/19. Funds awarded on 01/01/2017 that have not been obligated prior to September 30, 2019 will be deobligated. They may not be carried over into a subsequent fiscal year.

9. Ensure compliance with (HRSA/HHS) requirements for 45 CFR Part 75 (ProcurementStandards Sections 75.326 through 75.335.)

G. REPORTING REQUIREMENTS.

- 1. The Contractor shall submit via email quarterly **Program Status Reports** in a format agreed upon by the Contractor and the OEC no later than 30 calendar days following the end of each quarterly period to the OEC's program representative. The final report shall be submitted no later than 60 days following the end of the entire contract period.
- 2. The Contractor will submit to the OEC via email quarterly **Fiscal Reports**, on forms and in a format mutually approved by UCONN/CHHD and OEC, within 30 calendar days following the end of each quarterly period. The final fiscal report is due within 60 calendar days following the end of the entire contract period.

H. FEDERAL REQUIREMENTS.

- 1. The Contractor's DUNS number is 614-20-9054.
- 2. Federal funding has been provided for this contract as follows: HRSA Grant Number: UH4MC30743. CFDA (Catalog of Federal Domestic Assistance) Title: Maternal, Infant, and Early Childhood Home Visiting Program CFDA Number: 93.870 Award Number: UH4MC30743-01-00 Award Year: 2017 Research and Design: No Name of Federal Agency Awarding: Department of Health & Human Services, Health Resources & Services Administration
- 3. UCONN/CHHD shall adhere to the Federal requirements specific to the funding allocated to this contract as set forth in Appendix A attached hereto and made a part of this agreement. Further guidance is available in the HHS Grants Policy Statement located at http://www.hhs.gov/asfr/ogapa/aboutog/hhsgps107.pdf

PART 3 Memorandum of Agreement Budget and Payment Provisions

A. CONTRACT VALUE: The maximum contract value shall be \$270,000.00.

B. PAYMENT PROVISIONS:

- 1. UCONN/CHHD shall submit to OEC quarterly program status and fiscal reports on forms and in a format approved by OEC. OEC shall process and pay UCONN/CHHD on a quarterly basis upon receipt and review of invoices, program status and fiscal reports, in accordance with the terms of this contract, subject to the availability of funding.
- 2. In the event that funds allocated by this agreement are not fully expended, UCONN/CHHD agrees to return all unused funds to OEC within 30 days of the contract termination or cancellation.

C. BUDGET

1. UCONN/CHHD shall adhere to the following budget for Year 1:

PERSONNEL								
Position	#	FTE lev	rel	Salary	Fringe	Total Hours	Hourly rate	Total
Project Manager	1	0.4	70	\$ 25,687.00	\$ 14,899.00	N/A	N/A	\$ 40,586.00
Principal Investigator	1	0.2	69	\$ 16,228.00	\$ 3,733.00	N/A	N/A	\$ 19,961.00
Co-Investigator	1	0.2	69	\$ 14,214.00	\$ 3,270.00	N/A	N/A	\$ 17,484.00
Graduate Assistants	80	N/	'A	N/A	N/A	80	\$ 26.00	\$ 2,080.00
Undergraduate Assistants	2	N/	'A	N/A	N/A	40	\$ 18.00	\$ 1,440.00
Personnel Total								
TRANSPORTATION	Miles	rate/mile						
Mileage Reimbursement	10,200	0.51 Transportation Total				\$ 5,202.00		
MATERIALS & SUPPLIES								
Computer Equipment, printer toner, transcriber set, audio recorder Materials & Supplies Total								
BUDGET TOTAL								\$ 89,491.00

2. Indirect Rate. UCONN/CHHD shall use its negotiated indirect rate of 35% as approved by HRSA for costs incurred under this Agreement.

Appendix A

Information from the Notice of Award(s) for Federal funding received under this contract Pertaining to Subrecipients/Subgrantees/Subcontractors

I. AWARD NUMBER AND PROJECT TITLE:

UHMC30743-01-00, Maternal, Infant and Early Childhood Home Visiting Program, Health Resources and Services Administration, US Department of Health and Human Services

II. AUTHORIZATION (Legislation/Regulation)

Social Security Act, Title V, Section 511 (42 U.S.C. §701), as added by Section 2951 of the Patient Protection and Affordable Care Act of 2010 (Public Law 111-148)

III. GRANT-SPECIFIC TERMS

- A. As required by the Federal Funding Accountability and Transparency Act of 2006 (Pub. L. 109–282), as amended by section 6202 of Public Law 110–252, recipients must report information for each subaward of \$25,000 or more in Federal funds and executive total compensation as outlined in Appendix A to 2 CFR Part 170 (http://www.hrsa.gov/grants/ffata.html). The FFATA reporting requirements apply for the duration of the project period and so include all subsequent award actions to aforementioned HRSA grants and cooperative agreement awards (e.g., Type 2 (competing continuation), Type 5 (noncompeting continuation), etc.). Subawards to individuals are exempt from these requirements.
- B. Effective December 26, 2014, all references to OMB Circulars for the administrative and audit requirements and the cost principles that govern Federal monies associated with this award are superseded by the Uniform Guidance 2 CFR 200 as codified by HHS at 45 CFR 75.
- C. The requirements of 48 CFR section 3.908 (found at http://www.ecfr.gov) implementing section 828 of the National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112239, enacted January 2, 2013) entitled "Pilot Program for Enhancement of Contractor Employee Whistleblower Protections" apply to this award. This notice requires that grantees inform their employees in writing of employee whistleblower rights and protections under 41 U.S.C. 4712 in the predominant native language of the workforce. The details of 41 U.S.C. 4712 can be found at <u>http://uscode.house.gov/browse.xhtml</u>. (regarding 48 CFR section 3.908, note that use of the term "contract," "contractor," "subcontract," or "subcontractor" for the purpose of this term, should read as "grant," "grantee," "subgrant," or "subgrantee").
- D. No more than 10 percent of the award amount may be spent on administrative expenditures. The requirements of the Social Security Act, §504(d) (relating to a limitation on administrative expenditures) apply to this award. Of the amounts paid to a state under §503 from an allotment for a fiscal year under §502(c), not more than 10 percent may be used for administering the funds paid under such section.

Per §511 [42 U.S.C 711] (i)(2)(C) of the Social Security Act, MIECHV grants need to be administered "in the same manner" as the MCH Block Grant. The administration of the MCH Block Grant is governed by 45 CFR Part 96 which states that "a State shall obligate and expend block grant funds in accordance with the laws and procedures applicable to the obligation and expenditure of its own funds" (45 CFR 96.30(a)). In consequence, grantees will determine which expenses are "administrative" according to the laws and rules of their states.

- E. Funds awarded to any subcontractor, subrecipient or recipient by the Department of Health and Human Services shall not be expended for research involving human subjects, and individuals shall not be enrolled in such research without an assurance by the Office of Human Research Protections <u>http://www.hhs.gov/ohrp/about/index.html</u>) that the studies comply with the requirements of 45 CFR Part 46 to protect Human Research subjects. This restriction applies to all collaborating sites without OHRP Approved Assurances, whether domestic or foreign; compliance must be ensured by the awardee
- F. Funds provided to an eligible entity receiving a grant shall supplement, and not supplant, funds from other sources for early childhood home visitation program or initiatives. The grantee must agree to maintain nonfederal funding (State Grant Funds) for grant activities at a level which is not less than expenditures for such activities as of the most recently completed fiscal year.

II. STANDARD TERMS

- A. Recipients must comply with all terms and conditions outlined in their grant award, including grant policy terms and conditions outlined in applicable Department of Health and Human Services (HHS) Grants Policy Statements[available at <u>http://www.hhs.gov/asfr/ogapa/aboutog/hhsgps107.pdf</u>], and requirements imposed by program statutes and regulations and HHS grant administration regulations, as applicable; as well as any requirements or limitations in any applicable appropriations acts.
- B. 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://www.hhs.gov/asfr/ogapa/aboutog/hhsgps107.pdf. Please note that the Terms and Conditions explicitly noted in the award and the HHS GPS are in effect.

- C. Recipients and subrecipients of Federal funds are subject to the strictures of the Medicare and Medicaid antikickback 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 itemFor 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.
- D. 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: 18004478477 (1800HHSTIPS).
- E. 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/revisedlep.html
- F. 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 <u>http://www.hrsa.gov/grants/trafficking.htm</u>.
- G. To serve persons most in need and to comply with Federal law, services must be widely accessible. Services must not discriminate on the basis of age, disability, sex, race, color, national origin or religion. The HHS Office for Civil Rights provides guidance to grant and cooperative agreement recipients on complying with civil rights laws that prohibit discrimination on these bases. Please see http://www.hhs.gov/ocr/civilrights/understanding/index.html. HHS also provides specific guidance for recipients on meeting their legal obligation under Title VI of the Civil Rights Act of 1964, which prohibits discrimination on the basis of race, color or national origin in programs and activities that receive Federal financial assistance (P. L. 88-352, as amended and 45 CFR Part 80). In some instances a recipient's failure to provide language assistance services may have the effect of discriminating against persons on the basis of their national origin. Please see http://www.hhs.gov/ocr/civilrights/understanding/index.html. HHS also provides specific guidance for recipients on meeting their legal obligation under Title VI of the Civil Rights Act of 1964, which prohibits discrimination on the basis of race, color or national origin in programs and activities that receive Federal financial assistance (P. L. 88-352, as amended and 45 CFR Part 80). In some instances a recipient's failure to provide language assistance services may have the effect of discriminating against persons on the basis of their national origin. Please see http://www.hhs.gov/ocr/civilrights/resources/laws/revisedlep.html to learn more about the Title VI requirement for grant and cooperative agreement recipients to take reasonable steps to provide meaningful access to their programs and activities by persons with limi
- H. Important Notice: The Central Contractor registry (CCR) has been replaced. The General Services Administration has moved the CCR to the System for Award Management (SAM) on July 30, 2012. To learn more about SAM please visit <u>https://www.sam.gov</u>.

It is incumbent that you, as the recipient, maintain the accuracy/currency of your information in the SAM at all times during which your entity has an active award or an application or plan under consideration by HRSA, unless your entity is exempt from this requirement under 2 CFR 25.110. Additionally, this term requires your entity to review and update the information at least annually after the initial registration, and more frequently if required by changes in your information. This requirement flows down to subrecipients. Note: SAM information must be updated at least every 12 months to remain active (for both grantees and subrecipients). Grants.gov will reject submissions from applicants with expired registrations. It is advisable that you do not wait until the last minute to register in SAM or update your information. According to the SAM Quick Guide for Grantees (https://www.sam.gov/sam/transcript/Quick_Guide_for_Grants_Registrations.pdf), an entity's registration will become active after 35 days. Therefore, check for active registration well before the application deadline.