Subcontract Agreement Under a Federal Grant /Award/Cooperative Agreement with Louisiana State University Health Sciences Center - New Orleans (LSU) and

PART A. General Conditions

This Subcontract Agreement, hereafter referred to as the Agreement, entered into by The Board of Supervisors of The Louisiana State University and Agricultural and Mechanical College on behalf of the LSU Health Sciences Center – New Orleans, represented herein by its duly authorized representatives as set forth on page eight below, hereafter referred to as LSU, and

hereafter referred to as the Subcontractor, establishes policies and procedures for the participation of these institutions in the following award:

Award Title: Award Number: Awarding Agency: CFDA # CFDA Title:

This award (IS or IS NOT) Research and Development

Unless otherwise changed or modified pursuant to an Exceptiong Addendum as defined in Part F (11) hereof, the parties agree as follows:

1. The Standard Provisions of the Federal Prime Grant/Award/Cooperative Agreement also apply to this Agreement. Specifically, in order of precedence, they are: (1) Legislation: 42 USC 241; (2) Regulations: 42 CFR Part 52; (3) NIH Grant Goonsor's Policy Statement; (4) 2 CFR 215.

2. The **Period of Performance** for this Agreement shall begin and shall not extend beyond unless the period is extended by amendment in writing of this Agreement.

3. The Principal Investigator for this Federal Grant/Award/Cooperative Agreement, and for this of LSU, who will be Agreement is

responsible for the overall conduct and management of the project.

4. Subcontractor's Senior Investigator for the project at Subcontractor's institution will be responsible for all aspects of proposed work to be performed by Subcontractor and Subcontractor has designated , to serve as Senior

Investigator.

5. **Cost:** LSU agrees to reimburse the Subcontractor from grant project funds for actual expenditures during the effective time period, but not to exceed the amount of \$

unless the parties agree in writing to revise this amount.

6. Invoices: All invoices to be sent pursuant to Part C (2) below shall be sent to:

9°U @YY Assistant Director of Sponsored Projects LSU Health Sciences Center 433 Bolivar Street New Orleans, LA 70112

7. Subrecipient DUNS number: The subrecipient DUNS number is: _

PART B. Scientific Conditions and Statement of Work

The Principal Investigator will be responsible for the overall scientific conduct of the research project, and will carry out those studies to be done at LSU.

The Senior Investigator will be responsible for those aspects of the study to be conducted by the Subcontractor and shall exert his best efforts to provide the work as indicated in the grant proposal referenced in Part A of this Agreement, and as set forth in Statement of Work in Appendix A, attached hereto and incorporated herein by reference.

PART C. Financial Conditions

1. Allowable Costs

- a. The authorized amount will cover direct and indirect costs of the research, as detailed in the attached budget, which becomes a part of this Agreement as Appendix B, attached hereto, and incorporated herein by reference.
- b. The allowance of direct costs will be in accordance with applicable 2 CFR part 220 (OMB Circular A-21) and applicable fiscal policies and procedures of the Subcontractor, provided such policies and procedures are in compliance with the grant sponsor's_DHHS guidelines.
- c. All travel shall be reimbursed in accordance with PPM-49 (State General Travel Regulations).

2. <u>Submission of Invoices and Places of Payment</u>

Once each month, no later than the thirtieth (30) day of the month, or as mutually agreed upon by both parties, the Subcontractor shall submit to LSU an invoice for payment. The invoice shall show current period and cumulative expenditures, itemized by major budget category as described in Appendix B, and shall be in the format described in Appendix C which is attached hereto and incorporated herein by reference. The final invoice shall be marked as such, and submitted within sixty (60) days of the termination of this Agreement.

PART D. Other Administrative Conditions

1. Record Retention

Subcontractor agrees to retain all books, records, and other documents relevant to this Agreement and the funds expended hereunder for at least three (3) years (L.R.S.44:36 Preservation of Records) after final payment, or as described in 2 CFR 215.53, whichever is longer. Subcontractor is deemed to be a subcontractor receiving funds under a Federal award, and as such, Subcontractor shall be responsible for conducting any audit required by the Federal agency providing funds to Subcontractor via this Agreement, in the time and manner prescribed by the Federal funding agency. Subcontractor shall furnish a copy to LSU of any such required audit.

2. Patents

Each institution shall retain title to each invention conceived or reduced to practice as a result of the performance by each party of its respective work under this Agreement and the Grant referred to in Part A hereof and in accordance with the 35 U.S.C. 200-212 and the government wide regulations, 37 CFR 401, as implemented in 2 CFR 215.36. Any invention made or first reduced to practice by the Subcontractor in the performance of this agreement must be disclosed within thirty (30) days to LSU which in turn shall disclose the invention to the grant sponsor.

3. <u>Reporting Requirements</u>

A cumulative financial report is to be sent to the address given in Part A(6) above within sixty (60) days of the completion of this Agreement. Reports of all scientific findings related to the project should be sent to the Principal Investigator when requested and in time to be included in annual reports and the final report to the grant sponsor. In addition, the Subcontractor agrees to provide LSU documentation necessary for LSU to complete any additional reports required by the grant sponsor (such as human subject assurances).

4. Liability

The Subcontractor shall at all times be considered to be an independent contractor and shall not hold himself/herself out as an employee of LSU. Each party shall be solely liable for any claims, actions, demands or damages arising out of its performance of this Agreement.

5. Publication and Copyright

Each party shall be entitled to freely publish the results of its research carried out pursuant to this Agreement or the Grant referred to in Part A hereof. Disposition of any copyrights or any copyrightable material shall be determined by the policy of the institution with which the principal author is affiliated.

6. Termination

- a. Either party shall have the right to terminate, in whole or in part, this Agreement by sending written notice of termination to the other thirty (30) days prior to the effective date of such termination.
- b. It is expressly understood and agreed that in the event that the Grant is terminated or the funding thereunder ceases, LSU may, at its option, terminate, in whole or in part, this Agreement by sending written notice of termination to the Subcontractor.
- c. Upon notification that this Agreement has been terminated, whether pursuant to paragraph (a) or (b) of this Paragraph 6, the Subcontractor shall immediately stop all work under this Agreement on the date and to the extent specified in the notice of termination. The Subcontractor shall not place any orders or subcontracts for materials, services, or facilities, except as may be necessary for the completion of such portion of the work as is not terminated. Upon termination of this Agreement, whether pursuant to paragraph (a) or (b) of this Paragraph 6, LSU agrees to compensate the Subcontractor for all work performed prior to said termination, and not previously paid for under the provisions of Part C.

7. Changes

LSU may, from time to time, request changes in the scope of the services to be performed by the Subcontractor. Such changes which are mutually agreed upon between the Subcontractor and LSU shall be incorporated in written amendments to this Agreement.

8. Grant Related Income

Policy requires that LSU, as grantee, maintain records of the receipt and disposition of all grant

related income generated by grant-supported activities. Thus, it is necessary for the Subcontractor, as the cooperating institution, to likewise maintain records of any grant-related income generated by their participation in this grant supported activity.

9. Remedies for Default

Any claim or controversy arising out of this contract shall be resolved by a court of competent jurisdiction.

PART E. Special Assurances

1. Civil Rights and Equal Employment Opportunity

LSU and the Subcontractor certify that each institution has an active program for compliance with all applicable state and federal regulations, executive orders and legislation concerning equal opportunity or affirmative action, and that, wherever required, valid assurances of compliance are on file with the cognizant enforcement agency. Wherever applicable, the above statement of certification includes but is not necessarily limited to the following specifics Acts:

- a. The Subcontractor will not discriminate against any employee or applicant for employment because of race, color, religion, gYl ž'or national origin. The Subcontractor will take affirmative action to insure that applicants are employed, and that employees are treated during their employment without regard to their race, color, religion, gYl ž or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of any or other forms of compensation; and selection for training, including apprenticeship. The Subcontractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- b. The Subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the Subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- c. The Subcontractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other Contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the Subcontractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. The Subcontractor will comply will all provisions of Executive Order No. 11246 of September 24, 1965, and the rules, regulations and relevant order of the Secretary of Labor.
- e. The Subcontractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- f. In the event of the Subcontractor's noncompliance with the non-discrimination clauses of this Agreement or with any of such rules, regulations or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Subcontractor may be declared ineligible for further Government Contracts in accordance with procedures in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise by law.

- g. The Subcontractor will include the provisions of Paragraphs (a) through (f) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontract or vendor. The Subcontractor will take such action with respect to any subcontractor or purchase order as the contracting agency may direct as means of enforcing such provisions including sanctions for noncompliance: provided, however, that in the event the Subcontractor becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Subcontractor may request the United States to enter into such litigation to protect the interests of the United States.
- h. Subcontractor agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, The Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968, as amended, and Subcontractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990.
- i. Subcontractor agrees not to discriminate in its employment practices, and will render services under this Agreement without regard to race, color, religion, sex, national origin, veteran status, political affiliation, and/or disabilities. Any act of discrimination committed by Subcontractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Agreement.

2. Protection of Human Subjects

Pursuant to 45 CFR 46, Subpart A, Protection of Human Subjects, Section 46.109, the Subcontractor and LSU agree that any human research protocol conducted under this Agreement shall be reviewed and approved by LSU Institutional Review Board (IRB) before any human research subjects are included in the project.

3. Vertebrate Animals

Pursuant to the Animal Welfare Act and the Public Health Service Policy in Humane Care and Use of Laboratory Animals, the Subcontractor and LSU agree that any animal research protocol conducted under this Agreement shall be reviewed and approved by LSU's Institutional Animal Care and Use Committee (IACUC) before any animal research is undertaken in the project.

4. Certifications

- a. Acceptance of this Agreement constitutes certification that the Subcontractor is not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency, as required by the regulations implementing Executive Order 12549, Debarment and Suspension, 13 CFR Part 145. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).
- b. Acceptance of this Agreement constitutes certification that the Subcontractor is not delinquent on any Federal debt in accordance with OMB Circular No. A-129.
- c. Acceptance of this Agreement constitutes certification that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Agreement, and that if any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or

attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Agreement, grant, loan or cooperative agreement the Subcontractor shall complete and submit standard Form-LLL, "Disclosure Form to Report Lobbying."

- d. Acceptance of this Agreement constitutes certification that the Subcontractor will comply with the policy requiring high ethical standards in all grant-supported projects and to inquire into and, if necessary, investigate and resolve promptly and fairly all instances of alleged or apparent misconduct in science (42 CFR Part 93).
- e. Acceptance of this Agreement constitutes certification that the Subcontractor will comply with the Drug Free Workplace Act of 1988 (Public Law 100-690, Title V, Subtitle D). Effective March 18, 1989, all grantees receiving grants from any Federal Agency certify that they will maintain a drug free work place (45 CFR Part 82).
- f. Acceptance of this Agreement constitutes certification that the Subcontractor is not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any state Medicaid program.
- g. Subcontractor agrees to notify LSU immediately if there is any change of status in a, b, c, d, or e above.
- h. Acceptance of this Agreement constitutes certification that the Subcontractor will comply with the requirements for an annual audit as required by OMB Circulars A-102 (implemented in A-128) and A-110 as appropriate. Subcontractor agrees to provide LSU a copy of the Subcontractor's annual audit as required by OMB Circulars A-102 and A-110. Subcontractor further agrees to provide LSU with copies of any of the independent auditors' reports that bear directly on the performance or administration of this Subcontract. In cases of non-compliance, Subcontractor will provide copies of responses to auditors' reports and a plan for corrective action. All records and reports prepared in accord with the requirements of OMB Circular A-133 or Circular A-128 as appropriate shall be available for inspection by representatives of LSU or the government during normal business hours. Subcontractor further agrees to provide LSU with a copy of the Sub-recipient Monitoring Certification, (see Appendix D), with submission of the final invoice.

PART F. Miscellaneous

1. This Agreement shall be construed under the laws of Louisiana. Both parties agree that this Agreement may be amended as needed to comply with state and federal regulations.

2. <u>CONFIDENTIALITY</u>. Subcontractor hereby warrants that it shall comply with all applicable Federal and State laws, rules, and regulations concerning confidentiality which safeguard confidential information.

3. <u>RIGHT TO AUDIT</u>. The State Legislative Auditor, and/or the Office of the Governor, Division of Administration Auditors, Federal Auditors, LSU auditors or those designated by LSU shall have the option of auditing all accounts pertaining to this Agreement. Records will be made available during normal working hours for this purpose.

4. <u>FUND USE</u>. Subcontractor agrees not to use funds paid for services rendered under terms of this Agreement to urge any elector to vote for or against any candidate or proposition on an election ballot nor shall such funds be used to lobby for or against any proposition or matter having the effect of law being considered by the legislature or any local governing authority. This provision shall not prevent the normal dissemination of factual information relative to a proposition on any election ballot or a proposition or matter having the effect of law being considered by the legislature or any local governing authority.

5. <u>ASSIGNMENT</u>. Subcontractor shall not assign any interest in this Agreement and shall not transfer any

interest in the same (whether by assignment or novation), without prior written consent of LSU and the Office of Contractual Review provided, however, that claims for money due or to become due to the Subcontractor from LSU under this Agreement may be assigned to a bank, trust company or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to both LSU and the Director of Contractual Review in the Division of Administration.

6. <u>REBUDGETS</u>. Rebudgeting from one category to another is permissible within standard Policy limitations, and the specific restrictions placed on this award. Prior approval is required, and should be submitted simultaneously to the Principal Investigator (named in Part A of this Agreement) and to Director of Sponsored Projects, LSUHSC, 433 Bolivar Street, New Orleans, LA 70112.

7. <u>INVENTION STATEMENT</u>. A Final Invention Statement and Certification (HHS Form 568) is to be submitted to LSU within ninety (90) days of the expiration of this Agreement to: Director of Sponsored Projects, LSUHSC, 433 Bolivar Street, New Orleans, LA 70112.

8. <u>PAYMENT OF TAXES</u>. Subcontractor hereby agrees that the responsibility for payment of taxes from the funds thus received under this Agreement shall be the obligation of the Subcontractor and identified under tax identification number.

9. <u>UNIVERSITY NOTICES</u>. Subcontractor shall adhere to University's Code of Conduct which can be viewed at <u>http://www.lsuhsc.edu/no/administration/ocp/conduct.aspx</u> and the University's Deficit Reduction Act Notice which can be viewed at <u>http://www.lsuhsc.edu/no/administration/ocp/dranotice.aspx</u>. Subcontractor certifies that Subcontractor is eligible to participate in Federal programs and has not been excluded from such participation by any Federal or state agency.

10. <u>NOTICE</u>. Any required notice under this Agreement shall be sent:

If to LSU, to:

Chancellor LSU Health Sciences Center 433 Bolivar Street New Orleans, LA 70112

AND TO:

Dean LSU School of

New Orleans, LA 70112

If to Subcontractor, to:

11. <u>ENTIRE AGREEMENT</u>. This Agreement supersedes all previous contracts and constitutes the entire Agreement between the parties. Neither party shall be entitled to any benefits other than those specified herein. No oral statements or written material not specifically incorporated herein shall be of any force and effect and no changes in or additions to this Agreement shall be recognized unless incorporated herein by amendment as provided herein, such amendment(s) to become effective on the date stipulated in such amendment(s). Provided however, that any other language in this Agreement to the contrary notwithstanding, if there is an Exceptions Addendum, duly executed by all required authorities of LSU and of the Subcontractor, appended to this Agreement, to the extent that the terms and conditions of said Exception Addendum vary from the terms or conditions of this Agreement, then the terms and/or conditions of the Exception Addendum shall prevail.

There IS IS NOT an Exceptiong Addendum to this Agreement, and if there is, it consists of

() page(s) in length. It is understood by both parties that this Agreement may be modified or amended only by written agreements signed and duly approved by those representatives of both parties so authorized to enter into agreements, and that no amendment or modification shall take effect until so approved by all parties to the Agreement, and by the State of Louisiana Office of Contractual Review if so required by law.

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IN WITNESS WHEREOF, The parties execute this Agreement as of the date first above written.

UNIVERSITY:

SUBCONTRACTOR:

BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY AND AGRICULTURAL AND MECHANICAL COLLEGE On behalf of LSU Health Sciences Center

By: Larry H. Hollier, M.D. Chancellor Louisiana State University Health Sciences Center	Date:	By:	Date:
Ву:	Date:	Ву:	Date:
Dean of School of Louisiana State University Health Sciences Center			
Ву:	Date:	Ву:	Date:
Head of Louisiana State University Health Sciences Center			
I have read this Agreement and I understand my responsibilities pursuant to this Agreement		I have read this Agreement and I understand my responsibilities pursuant to this 5[fYYa Ybh	
Ву:	Date:	Ву:	Date:
Principal Investigator		GYb]cf Investigator	

APPENDIX A: STATEMENT OF WORK



APPENDIX B: BUDGET



APPENDIX C: SAMPLE INVOICE

Date_____

Send Invoice To:

ELLA LEE LSU HEALTH SCIENCES CENTER SPONSORED PROJECTS 433 BOLIVAR STREET, ROOM 612 NEW ORLEANS, LA 70112

TO INVOICE FOR PROFESSIONAL SERVICES AS FOLLOWS: DESCRIPTION OF SERVICES: _____

FROM	CURRENT XX/XX/XX	CUM	IULATIVE
SALARIES & WAGES FRINGE BENEFITS TRAVEL OPERATING SERVICES SUPPLIES PROFESSIONAL SERVICES OTHER CHARGES	**/*** \$ XX,XXX.XX XX,XXX.XX XX,XXX.XX XX,XXX.XX XX,XXX.XX XX,XXX.XX XX,XXX.XX XX,XXX.XX	\$	XX,XXX.XX XX,XXX.XX XX,XXX.XX XX,XXX.XX XX,XXX.XX XX,XXX.XX XX,XXX.XX XX,XXX.XX
SUBTOTAL INDIRECT COSTS EQUIPMENT	XX,XXX.XX XX,XXX.XX XX,XXX.XX XX,XXX.XX		XX,XXX.XX XX,XXX.XX XX,XXX.XX XX,XXX.XX
TOTAL BILLING	XX,XXX.XX		XX,XXX.XX

I CERTIFY THAT ALL PAYMENTS REQUESTED ARE FOR APPROPRIATE PURPOSES AND IN ACCORDANCE WITH THE AGREEMENTS SET FORTH IN THE CONTRACT.

ВҮ	Phone
Inquiries:	
Make check payable to:	
Fax Number:	

Appendix D

Subject: Sub-recipient Monitoring Certification

As a recipient of Federal awards with expenditures in excess of \$500,000, Louisiana State University Health Sciences Center (LSUHSC) is subject to the Office of Management and Budget Circular A-133, Audits of States, Local Governments, and Nonprofit Organizations. As such, Circular A-133 requires LSUHSC to monitor our sub-recipients of Federal awards and determine whether they have met the audit requirements of the Circular and whether they are in compliance with Federal laws and regulations.

Please read the following certifications and assurances in Section A, and, if ALL are true, please sign and date in the space provided. If you cannot provide positive certification in section A, please complete Section B (and provide appropriate documents). After which please return this letter and any necessary attachments to me at your earliest convenience.

Section A:

I hereby certify that for fiscal year ended

- Financial statements received an unqualified opinion from our independent certified public accountants; and
- The administration of our Federal projects has been audited in accordance with OMB Circular A-133 and there were no material instances of noncompliance with Federal laws and regulations or reportable conditions; and
- There are no findings in the single audit report that are specifically related to award(s) from LSUHSC; and
- There are no prior unresolved findings.

Signature		Date
Title	Contraction of the second	
Sub-recipient Name	SCHEN GY	Award Reference

SECTION B:

Please check one of the following boxes and provide all appropriate documents:

I hereby certify that for fiscal year ended _____

- □ We have completed our OMB Circular A-133 audit, and material noncompliance issues and / or reportable conditions were noted. Enclosed is a copy of the audit package as prescribed in A-133, § 320, subparagraph (c) and our response.
- □ There were findings in the single audit report that are specifically related to a prime award(s) from LSUHSC. Enclosed is a listing of award(s) as well as an explanation of the finding(s) as they relate to the prime award(s).
- □ We have not yet completed our OMB Circular A-133 audit. We expect the audit to be completed by ______. Within thirty (30) days of completion, we will provide either the positive certifications in Section A or a response as required in Section B.
- □ We did not expend \$500,000 or more in Federal awards during the related fiscal year and therefore are not subject to the requirements of OMB Circular A-133.

Signature

Date

Title

Sub-recipient Name

Award Reference

Please address all correspondence hc:

Office of Sponsored Projects Louisiana State University Health Sciences Center 433 Bolivar Street New Orleans, La. 70112

Exceptions Addendum to the Federal Subcontract

Pursuant to Section F(11) of that certain Federal Subcontract by and between the **Board of Supervisors of the Louisiana State Universi ty and Agricultural and Mechanical College**, on behalf of its LSU Health Sciences Center, , for the period of through , the following terms and conditions are revised to read as follows:



ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

UNIVERSITY:

SUBCONTRACTOR:

BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY AND AGRICULTURAL AND MECHANICAL COLLEGE On behalf of LSU Health Sciences Center

By:	_ Date:	Ву:	Date:
Larry H. Hollier, M.D. Chancellor Louisiana State University Health Sciences Center			
Ву:	Date:	Ву:	Date:
Dean, Louisiana State University School of			
Ву:	_ Date:	Ву:	Date:
Head, LSUHSC – New Orleans			
I have read this Agreement and I understand my responsibilities pursuant to this Agreement		I have read this Agreement and I understand my responsibilities pursuant to this 5[fYYa Ybh	
Ву:	_ Date:	Ву:	Date:
Principal Investigator		GYb]cf Investigator	