

THIS SUBAWARD AGREEMENT, hereinafter referred to as the "Agreement", is entered into as of _____ August 2021 ("Effective Date") by and between the CITY OF LAUDERHILL, a Florida municipal corporation, (herein called the "CITY") and NOVA SOUTHEASTERN UNIVERSITY (herein called the "SUBRECIPIENT").

WHEREAS, the City has applied for and received Advancing Health Literacy to Enhance Equitable Community Responses to COVID-19 grant funds from the US Department of Health and Human Services (HHS) Office of the Assistant Secretary of Health (OASH) 42 U.S.C § 300u-6, (Section 1707 of the Public Health Service Act); and

WHEREAS the City wishes to engage the Subrecipient to perform the work defined below as the Statement of Work to enable the City to complete its obligations under its Prime Award with the US Department of Health and Human Services;

NOW, THEREFORE, it is agreed between the parties hereto that:

1. Statement of Work

- 1.1 Subrecipient's work shall conform to its statement of work ("Statement of Work") attached and incorporated as **Exhibit A**.
- 1.2 Both parties shall mutually agree upon any change in the Statement of Work in writing, signed by authorized officials of both parties prior to the commencement of Subrecipient's performance under any such change.

2. Period of Performance

- 2.1 Contingent on the receipt of a notice to proceed from the City, this Agreement shall be effective August _____ and shall be completed no later than June 30, 2023, hereinafter referred to as the "Project Period"

3. Cost and Payment

- 3.1 The total estimated cost for full performance of this Subaward shall not exceed \$798,624.00, which includes an _____% indirect cost rate. Reallocation between line-items and increases to the budget total require City's written prior approval.
- 3.2 Costs by Subrecipient shall be expended and invoiced in accordance with the Subrecipient's Budget attached and incorporated as **Exhibit B**.
- 3.3 Payments will be made within thirty (30) calendar days upon receipt of an approved invoice detailing actual costs incurred. Invoices will not be accepted and approved until this Subaward is fully executed by all parties.
- 3.4 Final invoice and final reports must be received no later than thirty (30) days from the expiration date or termination date of this Subaward.

4. Reporting Requirements

- 4.1 Monthly reports during the first six months of Subaward will be due the last day of the month then quarterly thereafter due on the 7th day after the last day of the Quarter..

5. Funding Restrictions

- 5.1 All salaries paid under the Subaward Agreement are capped at the rate of [Executive Level II](#). Pre-award costs are not allowed.

6. Monitoring and Evaluation

- 6.1 Subrecipient shall provide access for City, or its authorized representative, to any documents or other records pertinent to Subaward, in order to make audits, examinations, excerpts and transcripts. The Subrecipient shall provide the same access to the Federal Funding Agency or any of their authorized representatives.
- 6.2 Subrecipient shall maintain all financial records, supporting documents, statistical records, and all other records pertinent to Subaward, for three (3) years from the date of submission of the final expenditure report.
- 6.3 In addition to the foregoing retention periods, all records must be retained as specified in 45 CFR §§ 75.361 (a) through (f). This includes, but is not limited to: if any litigation, claim or audit is started before the expiration of the three-year period, the records must be retained until all litigation, claims or audit findings involving the records have been resolved and final action taken.
- 6.4 The City shall monitor, evaluate and provide guidance and direction to Subrecipient in the conduct of Approved Services performed under this Agreement. The City has the responsibility to determine whether Subrecipient has spent funds in accordance with applicable laws, regulations, including the federal audit requirements and agreements and shall monitor the activities of Subrecipient to ensure that Subrecipient has met such requirements. The City may require Subrecipient to take corrective action if deficiencies are found.

7. Compliance with Grant Agreement and Applicable Laws

- 7.1 The Subrecipient shall perform all activities funded by this Agreement in accordance with the Notice of Prime Award attached hereto as **Exhibit C**, including any amendments thereto; and the Subrecipient shall cooperate fully with City in its efforts to comply with the requirements of the Notice of Prime Award, including any amendments thereto.

8. Audit and Accounting Responsibilities

- 8.1 The Subrecipient shall comply with all applicable federal audit requirements, including but not limited to those in 45 CFR §§ 75 Subpart F.
- 8.2 The Subrecipient shall maintain a financial management system and financial records and shall administer funds received pursuant to this Agreement in accordance with all applicable federal and state requirements, including without limitation 45 CFR § 75.
- 8.3 Subrecipient shall maintain detailed, itemized documentation and records of all income received and expenses incurred pursuant to the Agreement.
- 8.4 In any fiscal year in which Subrecipient expends \$750,000 or more in federal awards during such fiscal year, including awards received as a subrecipient, Subrecipient must comply with the federal audit requirements as specified in 45 CFR §§ 75, including the preparation of an audit by an independent Certified Public Accountant.

9. Suspension and Debarment

- 9.1 Subrecipient represents that neither it nor any of its principals has been debarred, suspended or determined ineligible to participate in federal assistance awards or contracts as defined in regulations implementing Office of Management and Budget Guidelines on Governmentwide Debarment and Suspension (Nonprocurement) in Executive Order 12549. Subrecipient further agrees that it will notify City immediately if it or any of its principals is placed on the list of parties excluded from federal procurement or nonprocurement programs available at www.sam.gov.

10. Federal Funding Accountability and Transparency Act of 2006.

10.1 Subrecipient agrees to provide City with all information requested by City to enable City to comply with the reporting requirements of the Federal Funding Accountability and Transparency Act of 2006 (P.L. 109-282, as amended by section 6202 of P.L. 110-252)

11. Human Subjects.

11.1 Subrecipient assures that human studies will not be performed unless and until an appropriate Institutional Review Committee (IRB) has reviewed and approved that the procedures -- which involve human subjects --are in compliance with U.S. Federal, home country regulations, and other requirements. Subrecipient agrees that the rights and welfare of human subjects will be protected in accordance with 45 CFR Part 46 entitled, "Protection of Human Subjects", found at <http://www.hhs.gov/ohrp/humansubjects/guidance/45cfr46.html>. Subrecipient will bear full responsibility for the proper and safe performance of its work and services involving human subjects under this Subrecipient Agreement if applicable.

12. Indemnification.

12.1 Subrecipient shall comply with Addendum A, DHHS General Terms-Subawards, attached hereto and incorporated by reference and made a part of this agreement.

13. Insurance.

13.1 Subrecipient shall comply with Addendum A, DHHS General Terms-Subawards, attached hereto and incorporated by reference and made a part of this agreement.

14. Termination.

14.1 Subrecipient shall comply with Addendum A, DHHS General Terms-Subawards, attached hereto and incorporated by reference and made a part of this agreement.

15. Conflict of Interest.

15.1 Subrecipient shall comply with Addendum A, DHHS General Terms-Subawards, attached hereto and incorporated by reference and made a part of this agreement.

Signature

Exhibit A – Statement of Work

The Subrecipient will provide project evaluation approach and quality improvement processes using the impact statement geographical baseline data, the work plan's goals and objectives within the three outcome domains of Health Promotion, Disease Prevention and Health Care and the Health Literacy Plan as follows:

Exhibit B – NOVA Project Budget

Exhibit C. Notice of Award # 1 CPIMP211250-01-00

Award Title: Lauderhill Advancing Health Literacy to Enhance Equitable Community Responses to COVID-19