



**Ed and Ethel Moore
Alzheimer's Disease Research Program**

Funding Opportunity Announcement

FY 2014-2015

ADDENDUM

Changes to the FY 2014/2015 Funding Opportunity Announcement:

Page 7:

- The Department intends to award approximately \$3,000,000 for grants to support research.

4. Schedule of Important Dates: The following table has been revised in the FOA.

V. APPENDIX: The following forms are attached to the FOA.

- Budget Template Form
- Budget Narrative Form
- Terms and Conditions Template

4. Schedule of Important Dates

Table 1. Schedule of Important Dates		
ACTIVITY	DATES	IMPORTANT INFORMATION
Funding opportunity announced	Anticipated Date: October 10, 2014	Located on the program website at: http://www.floridahealth.gov/provider-and-partner-resources/research/funding-opportunity.html
Letter of Intent due (required)	Letter of Intent must be submitted by October 29, 2014 5:00 p.m. EST	Letter of Intent must be submitted to research@flhealth.gov Applications without a letter of intent are not eligible and will not be considered
Online application system opens	Anticipated Date: October 24, 2014	Located on the program website at: http://www.floridahealth.gov/provider-and-partner-resources/research/funding-opportunity.html
Written questions accepted	Questions may be submitted any time until 5:00 p.m. EST November 3, 2014	E-mail questions to: research@flhealth.gov
Answers posted to written questions	Anticipated Dates for responses to questions: October 24, 2014; October 31, 2014; and November 7, 2014	Questions and answers will be published on the program website in groups as they come in.
Applications due	Applications must be <u>submitted</u> before 5:00 p.m. EST November 10, 2014	Applications must be submitted using the online system available on the program website at: http://www.floridahealth.gov/provider-and-partner-resources/research/funding-opportunity.html Applications must be <u>submitted before the deadline</u> . Applications being edited will not be accepted after the deadline.
Awards announced	Anticipated Date: December 19, 2014	Award letters and Terms & Conditions will be E-mailed to the Administrative Official and the Principal Investigator. Terms and Conditions must be executed and returned no later than January 30, 2015

<p>Institutional reviews due (if applicable)</p>	<p>Immediately after award notification, grantees should submit application(s) for all institutional authorizations including, but not limited to the Institutional Animal Core, Use Committee (IACUC) and Institutional Review Board (IRB) and Radiation Safety Review. Project work may not begin until documentation of all approvals is provided. The documentation of institutional approval(s) must have the same project title as the application project title and must be signed by the Review Board chairperson or organizational representative.</p>	<p>Visit the program website for guidance on regulatory review procedures for Alzheimer's grant program research. Grantees should be prepared to start the regulatory review process at their institutions immediately upon being notified of award.</p>
<p>Grants begin</p>	<p>Anticipated Date: February 2, 2015</p>	<p>Contingent on verification of all eligibility requirements and regulatory approvals.</p>
<p>Proposal evaluation summaries available to applicants online</p>	<p>Anticipated Date: February 2, 2015</p>	<p>Individual evaluation reports will be provided to applicants. Applicants will be notified when the evaluation report is available.</p>

1. Budget Template Form



ALZHEIMER'S DISEASE RESEARCH PROGRAM BUDGET BREAKDOWN BY CATEGORY

INSTITUTION: _____ FDOH GRANT # _____

PRINCIPAL INVESTIGATOR (NAME): _____

GRANT PERIOD FROM: _____ TO: _____

CATEGORY	QUARTER 1 BUDGET	QUARTER 2 BUDGET				TOTAL BUDGET FOR GRANT PERIOD
						0.00
a. Personnel						0.00
b. Fringe Benefits						0.00
c. Travel						0.00
d. Equipment						0.00
e. Supplies						0.00
f. Contractual						0.00
g. Patient Care Costs						0.00
h. Other						0.00
i. SUB-TOTAL						0.00
j. Indirect						0.00
k. TOTAL						

Signature:

Signature:

Name:

Name: Dr. Robert Hood

Title:

Title: Manager, Public Health Research Unit

Date:

Date:

**Sample. Subject to revisions.

2. Budget Narrative Form

Justify each entry by describing how it is related to the project. Where appropriate, include details that show how the estimated cost was calculated. Use additional sheets as necessary.

Name	Role on Project	Type of Appt. (months)	% Effort on Project	Base Salary	Fringe	Project Salary (% effort x base salary)	Project Fringe (% effort x fringe)	Total
TOTAL PERSONNEL:								

Personnel:

Consultants:

Consortium /Contractual:

Equipment:

Supplies:

Travel:

Patient Care:

Other Expenses:

**Sample. Subject to revisions.

3. Terms and Conditions Template

Sample. Subject to revisions

Florida Department of Health Ed and Ethel Moore Alzheimer's Disease Research Program



Terms and Conditions

The Florida Department of Health ("Department") requires that a Grant recipient ("Grantee") for the Ed and Ethel Moore Alzheimer's Disease Research Program agree to certain legally enforceable terms and conditions. "Grantee" refers to both the eligible institution and its authorized agents.

The following Funding Opportunity Announcement ("FOA"), including any FOA amendments, and the application ("application") submitted by the Grantee in response thereto, are hereby incorporated by reference as part of this binding agreement:

- Ed and Ethel Moore Alzheimer's Disease Research Program Funding Opportunity Announcement: Grant for Diseases Related to Alzheimer's disease, Fiscal Year 2014/2015
- Grantee must comply with the provisions outlined in those documents, all applicable federal and State of Florida laws, rules, and regulations, and with the following terms and conditions to receive and maintain grant awards.

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- 1. Grant Period and Award:** The grant period, total award amount, and other specific information about this grant are shown in Attachment I. The grant period shall include the original term of the grant and all approved extensions. Awards, continuations, extensions, renewals, and payments shall be made contingent upon satisfactory project performance and compliance with the grant terms and conditions. The Department's performance and obligation to pay under this grant agreement are contingent upon annual appropriation by the Florida Legislature, and/or the availability of funds.
 - 2. Starting the Grant Project:** This project may begin only with an approved budget, an approved conflict of interest, management plan, when appropriate, Institutional Review Board (IRB) approvals, and Institutional Animal Care and Use Committee (IACUC) approvals.
 - a. Grantee shall update the Department, in writing, every 30 days after the original start date of the grant period. Failure to keep the Department informed shall result in financial consequences of ten percent per invoice or grant termination.
 - b. If the project has not started 90 days after the original start date of the grant period, the Department shall impose financial consequences of ten percent per invoice or grant termination.
 - c. If the project requires commencement before IRB approval, the Grantee may seek authority to begin a portion of the project pending IRB approval.
 - 3. Required Deliverables:** The Grantee will provide reports to the Department describing the impact of the research on health outcomes; scientific impact such as publications in peer review journals, presentations, patents; and any subsequent additional grant funding related to this research. Failure to comply with all deliverables required shall result in financial consequences of ten percent per invoice or grant termination.
 - a. The Grantee shall prepare and submit to the Department throughout the grant period; financial reports, narrative progress reports that include a description of the impact of the research on

health outcomes, and the deliverables as outlined in Attachment II. Reports must be prepared in the format specified by the Department.

- b. The Grantee agrees to make all reasonable efforts to assist the Department in gathering data required for reporting to the Florida Legislature and Governor pursuant to section 381.82(4), Florida Statutes, and other laws, as applicable, both during and after the grant period. Upon request, Grantee agrees to report to the Department a description of all outcomes resulting from this grant, including but not limited to a description of the impact of the research on health outcomes, publications, presentations, published reports, databases, additional grants and monies received, patents, invention disclosures, and copyrights.

- 4. **Payment:** This grant has a fixed payment schedule as shown in Attachment II. Payments will be contingent on Grantee compliance with these Terms and Conditions and all other grant requirements.

- a. Grantee must request payment using the Department's invoice form. Expenses will be reviewed for allow-ability.
- b. The grantee will only be paid for satisfactory and timely deliverables. Payment of the final invoice for this grant will take place after the end of the grant period once all required documentation and deliverables have been received and approved.

- 5. **Scope of Work and Project Adjustments:**

- a. The Grantee shall complete the work as described in the application.
- b. Any type of project adjustment from that which was proposed in the application, including changes in the designs, aims, or research plans, and any changes requiring IRB and/or IACUC approval, and any change that may result in a conflict of interest must be submitted in writing and is subject to Department approval prior to the change taking place. Failure to obtain prior approval shall result in financial consequences of ten percent per invoice.

- 6. **Key Personnel Requirements and Adjustments:** Project key personnel include the Principal Investigator, Project Director, Mentor, and other project personnel noted as such in the grant application.

- a. Commitment of any individual's effort greater than 100% is not permitted.
- b. The Grantee shall establish a system to track work effort commitments of all key personnel. Effort certification documentation shall indicate the committed/actual work effort expended on the grant during the grant period as well as percent effort for all other duties/tasks/projects. All effort assigned to this grant must be for work directly related to the project.
- c. Prior Department approval is required for Project Director, Principal Investigator, and Mentor changes.
- d. Reductions in Project Director or Principal Investigator effort are not allowed within the first year and may not be decreased more than ten percent within any one year of the grant period. The amount of effort of the Project Director and/or Principal Investigator must remain above the minimum percent required in the FOA.

- 7. **Budget Adjustments:** The approved Budget Form is the annual budget approved by the Department at the beginning of the grant period and annually thereafter and includes any approved budget adjustments.

- a. The Department will reimburse the Grantee for allowable, reasonable, and necessary costs as detailed in the line item budget.
- b. The Department must review and approve any deviation from the approved budget. Any overspending in the personnel, equipment, or travel budget categories must be justified to and pre-approved by the Department. Any revisions to the Budget Form in excess of ten percent of the total amount of any one budget category being revised must be submitted to the grant manager on the Budget Revision Form reflecting the changes and justification. Revisions will

become effective upon approval by the Department and signature by the Grantee and Department.

- c. The Department reserves the right to: 1) require further justification, 2) reject any disallowed costs, and 3) request new/revised budgets as it deems necessary.
- 8. Property/Equipment:** Property and equipment is defined as non-expendable, tangible property having a useful life of more than one year. All property and equipment purchased with grant funds must be (1) necessary to carry out the proposed research; (2) justified to and pre-approved by the Department; (3) inventoried and tracked throughout the grant period; and (4) protected with sufficient insurance and security safeguards.
- a. All approved property and equipment must be purchased and received prior to the last 90 days of the grant period, unless prior written approval from the Department has been obtained.
 - b. All equipment purchased with grant funds is the property of the eligible institution, and is subject to Chapter 273, Florida Statutes, dealing with state-owned tangible personal property and the disposition thereof. For research institutions not covered under Title XLVIII, Florida Statutes, equipment no longer deemed to be useful shall remain state property and must be transferred or donated to a state agency or public university for redistribution or disposition.
- 9. Fiscal Accountability:** The Grantee shall establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices, which sufficiently and properly reflect all revenues and expenditures of funds provided by the Department.
- a. The Grantee shall not commingle grant funds with other personal or business accounts. The Grantee shall not use grant funds to supplant or replace funds from other resources.
 - b. The Grantee shall maintain sufficient documentation of all grant expenditures as proof that such expenditures are allowable under this agreement, reasonable, and necessary for the work performed. The Grantee will not charge the Department for the value of donated goods, services, or facilities; however, donations may be used to meet any required match.
 - c. The Grantee shall develop and use a system for tracking all project costs incurred. All expenses paid with grant funds must be directly related to the project. Any grant funds utilized for purposes outside of the budget will be considered an overpayment and must be returned to the Department.
 - d. The Department will not be responsible for any project costs incurred before or after the grant period. Only project costs incurred during the grant period are eligible for payment. All project costs are subject to Department audit, and only those required for this project during the grant period will be allowed.
 - e. Per Section 112.061, Florida Statutes, reimbursement for allowed travel must be at or below the current State of Florida travel rates.
- 10. Matching Funds:** If matching funds are a condition of this grant per the FOA, the Grantee agrees it will specifically provide at a minimum the funds or other consideration as outlined in the application. Grantees may match more than the minimum required amount. If the Grantee does not contribute the agreed-to match amount, the total award amount may, at the discretion of the Department, be reduced proportionately to maintain the required matching ratio.
- 11. Return of Funds:** This grant is a fixed payment grant, not a fixed price grant. The Grantee shall return to the Department any overpayment of grant funds related to disallowed expenditures, funds unaccounted for due to non-submission of required deliverables, or other unused grant funds at the end of the grant period. In the event that the Grantee or its independent auditor discovers that overpayment has been made, the Grantee shall repay said overpayment within 40 calendar days of discovery without prior notification from the Department. In the event that the Department first discovers an overpayment has been made, the Department will notify the Grantee of such a finding. Should repayment not be made in a timely manner, the Department may withhold the amount of the

overpayment from any future payments under this or any other agreement. This provision shall not be a limitation on any remedies at law or equity available to the Department.

- 12. Monitoring:** The Grantee shall permit persons duly authorized by the Department to inspect any records, papers, documents, facilities, and/or goods and services of the Grantee that are relevant to this grant, and/or interview any clients, subcontractors, and employees of the Grantee to assure the Department of satisfactory performance of the terms and conditions of this grant. Monitoring may take place at any time during the grant period or records retention period with reasonable advance notice during normal business hours. Following such evaluation, the Department may deliver to the Grantee a written report of its findings and may include written recommendations with regard to the Grantee's performance of the terms and conditions of this grant. The Grantee will correct all noted deficiencies identified by the Department within the specified period of time set forth in the recommendations. The Grantee's failure to correct noted deficiencies may, at the sole and exclusive discretion of the Department, result in any one or a combination of the following: (1) the Grantee being deemed in breach or default of this agreement; (2) the withholding of payments to the Grantee by the Department under this or any other agreement; (3) the termination of this grant.
- 13. Access to Records:** The Grantee shall assure that records shall be subject at all reasonable times to inspection, review, or audit by federal, state, or personnel duly authorized by the Department. Persons duly authorized by the Department shall have full access to and the right to examine any of the Grantee's grant and related records and documents, regardless of the form in which kept, at all reasonable times for as long as records are retained. Upon termination of the grant, and at the request of the Department, the Grantee will cooperate with the Department to facilitate the duplication and transfer of any said records or documents during the required retention period. The Department unilaterally reserves the right to terminate this grant if the Grantee refuses to allow public access to all documents, papers, letters, or other materials subject to provision of Chapter 119, Florida Statutes, made or received by the Grantee or its contractor in conjunction with this grant.
- 14. Retention of Records:** The Grantee shall retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this grant for a period of six (6) years after the end of the grant period. If an audit has been initiated and audit findings have not been resolved at the end of the six (6) years, the records shall be retained until resolution of the audit findings or litigation, which may be based on the terms of this grant. Upon completion or termination of the grant and at the request of the Department, the Grantee will cooperate with the Department to facilitate the duplication and transfer of any said records or documents during the required retention period as specified.
- 15. Financial Overlap:** Other Support is defined as all financial resources, whether federal, state or private, commercial or institutional, available in direct support of an individual's research endeavors, including but not limited to research grants, cooperative agreements, contracts, and/or institutional awards (not included are training awards, prizes, or gifts). Financial overlap is defined as accepting financial compensation from one or more other support sources for the same or substantially similar scientific aims/projects that are funded by the Department. Financial overlap is not permitted. The Grantee is responsible for monitoring changes in other support for project key personnel to avoid financial overlap. The Grantee is responsible for notifying the Department of such changes and for resolving overlap or requesting an amendment to prevent overlap. If financial overlap is due to receipt of an award from another funding source during the grant period, the Grantee must immediately notify the Department and resolve the overlap by: a) modifying at least one of the awards to eliminate the overlap or b) relinquishing one of the awards. Updated information on other support may be requested by and shall be provided to the Department at any time during the grant period.
- 16. Financial Conflict of Interest:** Grantee shall report to the Department any reportable interests, regardless of any conflict of interest procedures at the Grantee's institution, at the time of the application and before the grant starts. The Grantee shall have in place an administrative process to identify and resolve financial conflicts of interest that may affect the objectivity of the proposed research. The Grantee shall inform the Department of any conflict of interest management plan required by the Grantee's institution prior to starting research. The Department may require an

additional management plan if the plan developed by the Grantee institution is not acceptable to the Department. If a reportable interest as defined by the Department arises after the grant starts, the Grantee must immediately notify the Department within 48 hours.

- 17. Assignment and Sub grants:** The Grantee shall neither assign the responsibility of this grant to another party nor subcontract for any of the work contemplated under this grant without prior written approval of the Department. Any sub-license, assignment, subcontract, or transfer otherwise occurring shall be null and void. No sub grants will be authorized that involve researchers outside the Florida. The Grantee shall be responsible for all work performed and all expenses incurred for this grant and for ensuring compliance with these terms and conditions. If the Department permits the Grantee to subcontract part of the work contemplated under this grant, including entering into subcontracts with vendors for services and commodities, it is understood by the Grantee that the Department shall not be liable to the subcontractor for any expenses or liabilities incurred under the subcontract and the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract. To the extent permitted by Florida law, the Grantee, at its expense, will defend the Department against such claims.
- 18. Confidentiality:** The Grantee shall maintain confidentiality of all data, files, documents, papers, electronic storage media, and records, including client records, and shall protect the privacy of human subjects related to this grant and all services provided. The Grantee shall not use or disclose any information concerning human subjects under this grant for any purpose not in conformity with applicable state and federal law or regulations (including but not limited to 45 CFR 46, 160, 162, and 164, and 21 CFR 56.111 and 45) and Department Institutional Review Board policies, except upon written consent of the recipient, or his or her responsible parent or guardian, when authorized by law. Grantee shall report any breach of confidentiality to the Department within 48 hours of an allegation being made.
- 19. Publications, Presentations or Printing of Reports:** Any publications, presentations, printed reports, or resulting research findings related to this grant shall acknowledge the appropriate funding source: Florida Department of Health, Ed and Ethel Moore Alzheimer's Disease Research Program. Grantee shall notify the Department of all publications, presentations, printed reports, and resulting research findings created for this project both during the grant period and for a period of six years after the grant period.
- 20. Public Access:**
 - a. Upon publication of their work, grantees funded through this Program are encouraged to make materials, data and databases, and software that result from this funding and which is integral to their publication, freely and expeditiously available upon request for research use by other scientists, utilizing materials transfer agreements.
 - b. In concert with the National Institutes of Health (NIH) notice NOT-OD-08-033, the Grantee shall submit or have submitted for them to the National Library of Medicine's PubMed Central an electronic version of their final, peer-reviewed manuscripts upon acceptance for publication, to be made publicly available no later than 12 months after the official date of publication, in a manner consistent with copyright law.
- 21. Patents, Copyrights, and Royalties:** Notwithstanding the provision at Section I.T of the Standard Contract, the following provisions shall apply to all inventions, including intellectual property, created under this grant:
 - a. All inventions shall be the property of the Grantee or business partner if a written agreement has been executed; and Grantee shall retain the entire right, title and interest to such.
 - b. The Department shall have a fully paid up, non-exclusive, non-transferable, irrevocable license to practice or have practiced or to use or have used the invention for or on behalf of the State of Florida.
 - c. Grantee shall disclose all inventions to the Department within two months of patent application and/or any licensing event, and will subsequently report on commercialization progress regarding patenting (filing dates and issue dates), licensing, and commercialization events.

- d. Grantee shall make reasonable efforts to commercialize such invention through patenting and licensing and shall make reasonable efforts to give preference to Florida-based companies.
- e. If the Grantee seeks to apply for copyright, trademark or patent when commercially reasonable for any property created, developed or invented as a result of services provided under this grant, the Grantee shall furnish the Department with a description of said property and a copy of any licensing obtained.
- f. Grantee shall report to the Department, upon request, any progress in securing or exploiting such inventions, trademarks, copyrights, or patents both during and after the grant period.
- g. It is expressly agreed that neither Grantee nor Department transfers by operation of this Agreement to the other party any right in or license to any patents, copyrights, or other proprietary right owned as of the commencement date of the Agreement or arising outside of the research conducted under this Agreement.

22. Policy Regarding Scientific Misconduct: The following provisions shall apply to ensure research integrity and manage scientific misconduct.

- a. Applicants for, and recipients of, grants must promptly inform the Department of any notices of scientific misconduct or suspensions. If an administrative action for scientific misconduct is imposed by the Department of Health and Human Services (HHS), by his/her own institution, or by any other regulatory agency, the Grantee must notify the Department within 48 hours. Grantee must provide a copy of the final notice of the administrative action (i.e., after the disposition of any appeal) to the Department either at the time of application or within thirty (30) days of the imposition of the administrative action.
- b. Each eligible institution that receives or applies for a grant must certify establishment of administrative policies consistent with 42 CFR 50, Subpart A, "*Responsibilities for PHS Awardee and Applicant Institutions for Dealing with and Reporting Possible Misconduct in Science,*" and 42 CFR 94, "*Public Health Service Standards for the Protection of Research Misconduct Whistleblowers.*"

23. Human Subjects: The following provisions shall apply if the project involves human subjects:

- a. Grantee must comply with all applicable federal and state laws and regulations, including 45 CFR 46, 45 CFR 160 and 164, and 21 CFR 50, 56, 312, 812, and other applicable regulations when research is covered by regulations or the organization has committed to applying federal regulations or equivalent protections to all research.
- b. Grantee is responsible for safeguarding the rights and welfare of human subjects in Department-supported projects. Grantees proposing to involve human subjects in nonexempt research must provide, upon request, a copy of the organization's Assurance of Compliance with the Office of Human Research Protections (OHRP), and must establish and maintain appropriate policies and procedures for the protection of human subjects.
- c. Grantees are required to obtain and maintain approval from an IRB accredited by the Association for Accreditation of Human Research Program Programs (AAHRPP), or an IRB acceptable to the Department, within 60 days of notice of award. Grantees are required to follow Department policies for reporting unanticipated problems and non-compliance involving the research to the Department.
- d. When appropriate, Grantee agrees to define the arrangements for medical care for research-related injury before the research starts and communicate it to prospective research participants. This does not require any particular party to be responsible for such care; it requires that it be made clear to participants through the informed consent document/process who will provide medical care and who will be responsible to pay for it should a participant experience a research-related injury.
- e. Grantee agrees to report to the Department within 48 hours any expiration of IRB approval, serious or continuing non-compliance, unanticipated problems involving risks to participants or others, and any suspension or termination of IRB approval. The Grantee IRB agrees to report to

the Department when reporting to federal officials any serious or continuing non-compliance or unanticipated problem involving risks to participants or others.

- f. During the time that one or more IRB approval(s) is expired, all activities covered by the expired IRB approval(s) must stop until approval is obtained, and expenses for those activities during the expired period will be disallowed.
- g. Grantee must comply with the “*NIH Guidelines on the Inclusion of Women and Minorities as Subjects in Clinical Research.*”

24. Vertebrate Animals: If this project involves the use of vertebrate animals, the following terms apply.

- a. Grantee is responsible for the humane care and use of animals in Department-supported research activities. Grantee must abide by the Animal Welfare Act as amended (7 USC 2131-2159) and other Federal statutes and regulations relating to animals.
- b. Grantee must obtain, maintain, and provide to the Department active verification or certification of Institutional Animal Care and Use Committee (IACUC) approval before project work can begin. The verification must include principal investigator name, project name, approval and expiration dates, and signature of the approving authority chairperson.
- c. Grantee agrees to report within 48 hours to the Department any expiration of IACUC approval, serious or continuing non-compliance, and any suspension or termination of IACUC approval.
- d. During the time that the IACUC approval is expired, all activities covered by the expired IACUC approval must discontinue until a renewal is obtained, and expenses for those activities during the expired period will be disallowed.

25. Recombinant DNA: All research involving recombinant DNA techniques must meet the requirements of NIH Notice NOT-OD-02-052, “*NIH Guidelines for Research Involving Recombinant DNA Molecules.*”

26. Stem Cells: All research involving human stem cells must meet the requirements of the “National Institutes of Health Guidelines for Human Stem Cell Research.”

27. Lobbying: Pursuant to sections 11.062 and 216.347, Florida Statutes, no portion of grant funds shall be used for lobbying.

28. Insurance: The Grantee shall provide adequate liability insurance coverage on a comprehensive basis at all times during the grant period. Upon execution of this grant, unless it is a public college or university as identified in Chapter 1004, F.S., the Grantee accepts full responsibility for identifying and determining the type(s) and extent of liability insurance necessary to provide reasonable financial protections for the Grantee and the clients to be served under this grant, if any. Upon execution of this grant, upon request the Grantee shall furnish the Department written verification supporting both the determination and existence of such insurance coverage. Such coverage may be provided by a self-insurance program established and operating under the laws of the State of Florida. The Department reserves the right to require additional insurance where appropriate. Insurance must be secured from a company licensed to do business in the State of Florida.

29. Florida Single Audit Act Financial Audit: The Grantee shall comply with the provisions of the Florida Single Audit Act, section 215.97, Florida Statutes, as applicable. The following provisions apply:

- a. The Grantee is required to maintain separate accounting of revenues and expenditures of funds and maintain sufficient documentation of all expenditures incurred (e.g., invoices, canceled checks, payroll detail, bank statements, etc.) under this contract that evidences that expenditures are:
 - i. Allowable under the contract and applicable laws, rules, and regulations;
 - ii. Reasonable; and

iii. Necessary in order for the Grantee to fulfill the obligations under these Terms and Conditions.

b. The aforementioned documentation is subject to review by the Department and/or the State Chief Financial Officer and the Grantee will comply timely with any requests for documentation.

30. Termination: Regardless of the cause of termination, the Grantee shall comply with the terms and conditions of this grant at all times during and after the grant period. The Grantee may be reimbursed for allowable costs incurred and any irrevocable charges through the date of termination up to the total award amount.

a. This grant may be terminated by the Grantee upon no less than 30-calendar days notice in writing, without cause, at no additional cost.

b. This grant may be terminated by the Department upon no less than 30-days notice, without cause, at no additional cost, unless a different notice period is mutually agreed upon by the parties or outlined elsewhere herein. The provisions herein do not limit the Department's right to any legal remedies.

c. In the event funds to finance this grant become unavailable, the Department may terminate this grant upon no less than 24 hours notice in writing to the Grantee. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. The Department shall be the final authority as to the availability and adequacy of funds.

d. In the event of research non-compliance or violation of the terms of this agreement, the Department may terminate this research grant upon no less than 24 hours notice in writing to the Grantee.

31. Indemnification: Unless the Grantee is an agency or subdivision of the State of Florida or a public college or university as identified in Chapter 1004, Florida Statutes, the Grantee shall be liable for and shall indemnify, defend, and hold harmless the State of Florida, its officers, employees and agents to the full extent allowed by law from all losses, expenses, claims, damages, actions, suits and judgments, consequential or otherwise and including attorneys' fees and costs, arising out of any act, actions, neglect, or omissions by the Grantee, its agents, subcontractors, or employees during the performance or operation of this grant, whether direct or indirect, and whether to any person or tangible or intangible property. Only adjudication or judgment after highest appeal is exhausted specifically finding the Grantee not liable shall excuse performance of this provision.

Nothing in this grant agreement is intended to serve as a waiver of sovereign immunity, nor shall anything in this grant agreement be construed as consent by a state agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of this grant agreement. If the Grantee is an agency or subdivision of the State of Florida, the Grantee agrees to be fully responsible for its acts of negligence, or its agents' acts of negligence when acting within the scope of their employment or agency, and agrees to be liable for any damages resulting from said negligence. Nothing herein is intended to serve as a waiver of sovereign immunity by any Grantee to whom sovereign immunity may be applicable.

32. Dispute, Dispute Resolution, and Renegotiation:

a. Failure of this agreement to cite all applicable state and federal laws and regulations does not waive compliance requirements.

b. Failure of the Department to declare any default immediately upon the occurrence thereof, or delay in taking any action in connection therewith, does not waive such default. The Department shall have the right to declare any default at any time and take such action as might be lawful or authorized hereunder, in law or in equity. No Department waiver of any term, provision, condition or covenant hereof shall be deemed to imply or constitute a further Department waiver of any other term, provision, condition or covenant hereof, and no payment by the Department shall be deemed a waiver of any default hereunder.

c. Modifications of provisions of this agreement shall only be valid when they have been reduced to writing and duly signed by both parties.

- d. The Department shall be entitled to assign or transfer, in whole or part, its rights, duties, or obligations under this agreement to another governmental agency in the State of Florida upon giving prior written notice to the Grantee.

33. Contact:

- a. All correspondence relating to contractual matters should be directed to Research@flhealth.gov or via mail to Florida Department of Health, Office of Public Health Research, Biomedical Research Programs, 4052 Bald Cypress Way, Bin A-24, Tallahassee, FL 32399-1749. The Department requires original signatures for all grant contract matters (invoices, budgets, and reports). These documents should be mailed to the above address.
- b. A Vendor Ombudsman has been established within the Department of Financial Services, whose duties include acting as an advocate for Grantees who may be experiencing problems in obtaining timely payment from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516 or (800) 342-2762, the State of Florida Chief Financial Officer’s Hotline.

I have read the above Terms and Conditions and understand each section.

The parties hereto have caused these Terms and Conditions to be executed by their undersigned officials as duly authorized.

GRANTEE:

Signature of Authorized Official

Date

Typed or Printed Name of Authorized Official

Eligible Institution Name

FLORIDA DEPARTMENT OF HEALTH:

Signature of Authorized Official

Date


Typed or Printed Name of Authorized Official

Florida Department of Health

**Florida Alzheimer's Disease Research Program
Terms and Conditions**



Program:	
Program CSFA #:	
Grant ID:	
Type of Grant:	
Institution:	
Principal Investigator:	
Project Title:	
Grant Period:	
Total Grant Award:	

Florida Alzheimer's Disease Research Program Terms and Conditions		
Schedule of Deliverables and Payments		
Deliverable	Period Covered	Due Dates
<ul style="list-style-type: none"> • Completed Financial Information Form • 1st Quarter Progress Summary • 1st Quarter Financial Report • Invoice for \$ 		
<ul style="list-style-type: none"> • 2nd Quarter and Final Narrative Progress Summary • 2nd Quarter and Final Financial Report • Final Invoice is based on a reconciliation of all cost associated with project not to exceed \$ 	Life of the Grant	≤ 60 days after the end of grant period

Sample. Subject to revisions