

# Agenda

- Agency co-chair discussion
- Clearinghouse update
- Subaward template changes:
  - fixed price language
  - audit clause
  - IACUC
- Subcontract template
- Unilateral Modifications (Partners)
- Open

# Face Page: Fixed Price Language

1) Sponsor hereby awards a fixed payment subaward, as described above, to Collaborator. The statement of work for this subaward is (check one): \_\_\_\_ as specified in Collaborator's proposal dated \_\_\_\_; or X as shown in Attachment 5. In its performance of subaward work, Collaborator shall be an independent entity and not an employee or agent of Sponsor.

2) Sponsor shall provide funding in accordance with Payment Schedule as shown in Attachment 6 (*or we can encourage people to put it at the end of 5, after SOW*). All invoices shall be submitted using Subrecipient's standard invoice, but at a minimum shall include deliverable completed and milestone payment amount, subaward number, and certification as to truth and accuracy of invoice. *Invoices that do not reference Prime Recipient's Subaward Number shall be returned to Subrecipient.* Invoices and questions concerning invoice receipt or payments should be directed to the appropriate party's \_\_\_\_ Contact as shown in Attachments 3A & 3B. Sponsor shall pay each invoice within thirty (30) days of receipt.

*Optional for per patient costs:* Collaborator shall invoice not more frequently than monthly for each screening, randomization and completed visit for each subject according to the payment schedule provided in Attachment \_\_\_\_.

3) A final invoice, marked "FINAL," must be submitted to Sponsor's Financial Contact NOT LATER THAN sixty (60) days after subaward end date. The Sponsor shall make the final payment to the Collaborator upon completion of all required deliverables and reports as indicated in Attachments 4 and 5 (6).

~~4) All payments shall be considered provisional and subject to adjustment within the total estimated cost in the event such adjustment is necessary as a result of an adverse audit finding against the Subrecipient. Prime recipient reserves the right to reject an invoice. (instead of deleting completely, we could also edit and retain)~~

# Attachment 1: Audit Language

## OMB Circular A-133 Assurance

Subrecipient assures Prime Recipient that it complies with A-133 and that it will notify Prime Recipient of completion of required audits and of any adverse findings which impact this subaward. *Prime Recipient reserves the right to inspect, upon Prime Recipient's reasonable advance notice and during normal business hours, Subrecipient's physical facilities, all aspects of the Statement of Work undertaken under this Subagreement, and all books, records, and documents of any kind pertaining to the Subagreement. Subrecipient agrees to provide copies of any records, receipts, accounts or other documentation to Prime Recipient in a timely fashion as reasonably requested by Prime Recipient. Subrecipient will keep all usual and proper records and books of accounts in accordance with Generally Accepted Accounting Principles (GAAP) relating to performance of the Statement of Work for a minimum period of three (3) years after the date of receipt of the final payment. During this period, Prime Recipient, Awarding Agency or an authorized representative shall have the right to audit, at its own expense, all financial books, accounts, and records of funds received and costs and commitments incurred under this Subagreement. If any audit reveals a material discrepancy accounting to error in reporting, Subrecipient will reimburse Prime Recipient upon request for the costs and expenses associated with such audit.*

# Attachment 2: IACUC

- GPS requires the following of the Prime:

“The animal welfare requirements that apply to grantees also apply to consortium participants and subprojects. The primary grantee is responsible for including these requirements in its agreements with collaborating organizations, and for ensuring that all sites engaged in research involving the use of live vertebrate animals have an approved Animal Welfare Assurance and that the activity has valid IACUC approval.”
- Should we explicitly add something to NIH Att. 2?

# Subcontract Template

- Created mainly for use on federal prime contracts for any subrecipient type
- Can be CR or FP
- Still need to write flowdown guidelines

# Unilateral Modifications

- Amanda Ragalevsky Humphrey, Partners Healthcare
- Daniel Salvati, Partners Healthcare

# Definitions

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- **Bilateral modifications** require the signature of both the Prime and the Subcontractor
- **Unilateral modifications** are signed by the Prime only and do not require countersignature by the Subcontractor

# Why Unilateral Modifications

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- Bilateral modifications take more time to execute
  - Delays renewal of funds
  - Delays in invoicing
- With sequestration, Partners has noticed an increased focus / questioning of unexpended balances on progress reports and carry forward requests
- Partners proposes that FDP institutions consider the use of unilateral modifications to streamline standard renewals and approvals



# The Benefits of Unilateral Modifications

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- **Expedites invoicing**
  - **Accelerates payment for ongoing work**
- **Reduces administrative burden**
  - **Process vetted with Partners' PIs and research community prior to implementing**
  - **Confirmation of budgets and scope of work would have been discussed between PIs prior to issuance of unilateral mod**
  - **Issued for standard modifications where there is no substantive change to the budget and scope of work**
  - **Decreases time and effort of processing modifications and renewing funds**

# Unilateral vs. Bilateral Modification Use

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- **Unilaterals:**
  - Renewals with a budget cut less than or equal to 10%
  - No Cost Extensions (NCEs)
  - Carry forward approvals
- **Bilaterals:**
  - Change in scope
  - Renewals cut by 10% or more
  - De-obligation or termination
  - Changes to Terms and Conditions; Change in PI, etc.

# Pilot with Harvard School of Public Health

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- MGH/BWH/McLean/Spaulding worked with HSPH to create a pilot program to set parameters to mitigate risk and test unilateral modifications
- It's been working well for over a year
- Expanding to Harvard and Harvard Medical School
- Partners issues unilaterals to all institutions for carry forward approvals and NCEs

# Subcontracts In New & Modifications

Sub In MOD

Agreement Type	Signature Type	FEA	Avg TAT	(FEA < 30 days) **
FDP	Bilateral	299	20.2	76.9%
	Unilateral	55	6.0	94.5%
Foundation (Incoming Agmts Only)	Bilateral	32	23.7	68.8%
	Unilateral	8	1.3	100.0%
Other	Bilateral	216	20.2	82.9%
	Unilateral	58	3.4	98.3%
UNASSIGNED	Bilateral	1	3.0	100.0%
	UNASSIGNED	66	15.7	86.4%
<b>Total</b>		<b>735</b>	<b>17.3</b>	<b>82.4%</b>

Sub In New

FEA	Avg TAT	(FEA < 60 days) *
167	42.1	76.0%
0		
153	38.7	81.0%
60	13.0	100.0%
167	59.0	67.7%
20	14.6	95.0%
0		
5	5.8	100.0%
<b>572</b>	<b>41.8</b>	<b>78.3%</b>

\*Target 80%

TAT (Turn around time) = Received date to PEA date

Date Range: 10/01/12 - 05/08/2013

\*\*Target 90%

TAT (Turn around time) = Received date to FEA date

Date Range: 10/01/12 - 05/08/2013

# Subcontracts Out New & Modifications

Sub Out MOD

Agreement Type	Signature Type	PEA	AVG TAT	(PEA < 30 days) *
FDP	Bilateral	286	13.5	94.8%
	Unilateral	97	10.9	95.9%
Other	Bilateral	362	14.2	92.8%
	Unilateral	122	10.0	97.5%
UNASSIGNED	Bilateral	0		
	UNASSIGNED	13	13.1	92.3%
<b>Total</b>		<b>880</b>	<b>13.0</b>	<b>94.4%</b>

Sub Out New

PEA	Avg TAT	(PEA < 30 days) *
177	22.0	80.8%
0		
408	15.4	87.5%
1	31.0	0.0%
0		
22	10.5	95.5%
<b>610</b>	<b>17.2</b>	<b>85.7%</b>

\*Target 80%

Date Range: 10/01/2012 - 05/08/2013

TAT (Turn Around Time) = Request date to PEA date

\*\*Target 90%

Date Range: 10/01/2012 - 05/08/2013

TAT (Turn Around Time) = Request date to PEA date

# Compliance with FFATA

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- Partners issues all agreements signed and reports on the date Partners executes the agreement / modification
- Never miss the FFATA reporting requirements because we report on the date of our execution

# Conflict of Interest

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By accepting this unilateral modification and invoicing for work authorized under this agreement, Subrecipient certifies that its financial conflict of interest policy complies with 42 CFR Part 50. Subrecipient shall report any financial conflict of interest to the Prime Recipient's Office of Interactions with Industry at: [PHSOIIResearch@Partners.org](mailto:PHSOIIResearch@Partners.org)

Any financial conflicts of interest identified shall subsequently be reported to NIH. Such report shall be made before expenditure of funds authorized in this Agreement and within 45 days of any subsequently identified financial conflict of interest.

# Ensuring Delivery

- Use of central mailbox to ensure delivery
- Period for subcontractor to negotiate
  - We could set a timeframe (i.e. two weeks from date of transmittal)
  - Current language allows for internal review/collaborative discussion:

“The Subrecipient is not required to counter-sign this Amendment. Unilateral acceptance of this Amendment does not bypass the internal approval process of the Subrecipient. If the Subrecipient would like to modify or terminate this action, a request should be directed to [\_\_\_\_\_].”



# Would we need to modify the FDP template?

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- To memorialize or formalize instances where unilateral modifications are appropriate, we could add a term to the FDP template:

**“Unilateral amendment(s): Amendments to this Subaward Agreement for the purposes of standard renewals, carryforward authorization and no-cost extensions may be issued unilaterally from the Prime Recipient.”**

## Contact us

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- If you would like to learn more about how we vetted this with our VP, OGC, Compliance offices or have any other questions, please contact us at:

Amanda Ragalevsky Humphrey:

[arhumphrey@partners.org](mailto:arhumphrey@partners.org)

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