



Terms of the Award 2023 Grant Cycle

The Jeffress Trust Awards Program in Research Advancing Health Equity (the “Program”) provide grants to qualifying academic and nonprofit research organizations devoted to supporting research that addresses health inequities within the state of Virginia, thereby improving the health of the people of Virginia. Bank of America, Private Bank, acts as trustee (“Trustee”) of the Thomas F. and Kate Miller Jeffress Memorial Trust (the “Funder”) and has contracted with Health Resources in Action, Inc. (“HRiA”) to mutually administer the Program. HRiA will serve as a primary point of contact for all awardees.

Award Amount and Funding Period: Partnership/Collaborative Establishment Two-Year Awards totaling \$150,000 will be awarded for the funding period of June 30, 2023 – June 29, 2025. Research Three-Year Awards totaling \$600,000 will be awarded for the funding period June 30, 2023 – June 29, 2026. Award Recipients may postpone the start date for up to three months without an approval, but the revised date must be noted either on the Award Agreement signature page or by an email notification to the Program Officer. Longer delays must be approved by the administrator. A delayed start date will not reduce the total Award Period (e.g., a project start date of September 30, 2023 will revise the project end date to September 29, 2025 for a Two-Year Award or September 29, 2026 for a Three-Year Award).

Budget and Disbursement Schedule: The Total Award amount defined above is the entire amount being awarded to the Awardee. Any additional costs and expenses needed to complete Awardee’s scope of work or for work performed outside of the Award Period will be the sole responsibility of Awardee.

Disbursements shall be made according to the stated Payment Schedule pending the full execution of the Award Agreement and the receipt of Awardee’s signed IRS Form W-9. Amounts are determined based on the final approved budget and subsequent yearly budget revisions, as needed. Funding for Years 2 and beyond are conditional upon the receipt and satisfactory review of end-of-year reporting, the details of which shall be communicated to Awardee in advance by HRiA.

Expenses eligible for support include the Awardee staff salary and fringe benefits in proportion to the percent effort on the Project (only for their work as it directly relates to the Project’s scope of work), subcontractor expenses, stipends for community members and/or trainees, operating expenses necessary for the completion of the project (e.g., office, training, or educational supplies, equipment less than \$10,000, copying and printing, postage and delivery, program advertising, staff training, data publication costs, travel to relevant network meetings for presentation/dissemination of findings), and other direct essential expenses). Percent effort may exceed the percent of total remuneration requested.

A maximum of 15% of the total project costs are allowed to be used towards indirect/overhead costs (e.g., those expenses that exist beyond those needed to complete the proposed project: building rent, administrative support, telephone/fax/internet, etc.)

Funds may not be used for new construction, the renovation of existing facilities, fundraising projects or endowments. Funds may not be used for any political activity, accumulated deficits, or for any other purpose prohibited by the Internal Revenue Service Code. Research-related expenses not directly related to the work and pre-award charges are not allowable expenses.

Award Conditions: Awards are made to non-profit organizations within the United States on behalf of the Trust. The Awardee is responsible for the administrative and financial management of the award, including any subcontracts, and maintaining adequate supporting records and receipts of expenditures

The Awardee agrees that the grant funds will not be expended, transferred, or used for any purpose or in any fashion that is prohibited by an applicable law of the United States or of any domestic or foreign jurisdiction, including without limitation, applicable laws proscribing the support of terrorism or terrorist organizations. Awardee shall not use any portion of the funds granted herein to carry on lobbying or otherwise to attempt to influence specific legislation, either by direct or grassroots lobbying, nor to carry on directly or indirectly a voter registration drive, nor to make grants to individuals on a non-objective basis, nor to use the funds for any non-charitable purpose.

Award funds may be used only for the scope of work and budget as submitted in the Awardee's application and according to the Terms of the Award. The Awardee must exercise proper stewardship over award funds and ensure that costs charged to the award are allowable, allocable, reasonable, necessary, and consistently applied in line with the accepted proposal and budget or as outlined in the Terms of the Award. Funds may not be expended for any other purpose without the prior written approval of HRiA. All requests for re-budgeting or reallocation of funds over \$10,000 must be clearly justified in the annual financial report or conveyed to HRiA a minimum of thirty (30) days prior to requested effective date of change. The request must include the current allocation of resources along with specific detail and justification for the reallocation.

The Awardee shall be liable for reimbursement to the Trustee of any award funds associated with any inappropriate or unauthorized expenditures or fraudulent or improper conduct involving the use of award funds.

Awardee shall not, under any circumstance, transfer, assign or encumber any portion of the award.

Awards are made to the Organization where the named Awardee is conducting research. If an Award transfer to a different non-profit Organization is desired, the Awardee will notify and seek approval from HRiA. If approved, the Organization will return unexpended Award funds, subject to allowable costs and non-cancelable obligations, to HRiA to coordinate the transfer of unexpended funds to the new institution.

In the event of early termination of the Award Agreement, for any reason, the Awardee will be reimbursed for allowable costs and non-cancellable obligations incurred prior to the date of termination. If the Awardee is not continuing the Project, the award will be canceled, and unused funds

must be returned within sixty (60) days. Disposition of and title to any equipment purchased by the Awardee with award funds will be evaluated on a case-by-case basis. If the Project is terminated for any reason, any unused funds, subject to allowable costs and non-cancelable commitments incurred in the performance of the Project but not yet paid for, must be made payable to the Funder, in care of HRiA within sixty (60) days.

Should any of the following events occur, the HRiA, on behalf of the Trust, may demand repayment of all unexpended portions of the award; moreover, all unpaid installments may be cancelled. The Awardee is also required to give written notice if there is a change in the Awardee's status as noted below.

- A determination, preliminary or otherwise, is made by the United States Internal Revenue Service that the award does not constitute a qualifying distribution.
- The Awardee fails to perform any of its duties, in the judgment of the Trust, Trustee, and/or HRiA, or its Review Panel, required by the Award Agreement. In such cases, HRiA shall provide no less than thirty (30) days termination notice in writing to the Awardee, upon which the Awardee shall have an additional thirty (30) days following receipt of such notice within which to cure any deemed failures.
- The Awardee ceases to be exempt from income taxes under the Internal Revenue Service Code or becomes a private foundation.
- There is a material change in the purpose, character, or method of operation of the Awardee such as to jeopardize its tax status.

HRiA reserves the right to terminate the Award Agreement with immediate effect should the Program's funding be reduced or eliminated by the Trust or Trustee, or if Awardee breaches any of its obligations hereunder.

A no-cost extension of the original Award Period for up to nine months for additional time required to assure adequate completion of the original scope of work may be granted to the Awardee upon receipt and approval for a no-cost extension. No-cost extensions must be requested and completed at least thirty (30) days prior to the end of the award period. No changes in the Total Award or the Award Agreement will be issued to approved extensions.

Award Funds in excess of \$200 not expended or committed for the purpose of the award within the Award Period shall be reported and returned to HRiA within sixty (60) days of the end of the Award period. Funds below \$200 may be retained by the Awardee and not processed for return.

Liability: Each party shall be responsible for its negligent acts or omissions and the negligent acts or omissions of its employees, officers, agents, or directors, to the extent allowed by law.

Awardee Expectations: The Awardee will not accept funding from another source which will result in an overlap of funding for its approved project or result in greater than 100% effort of the Awardee. The Awardee is responsible for determining whether acceptance of this award will jeopardize support they may receive from other sources and ensuring that the Awardee has the capacity required to perform the project within the proposed timeline. The Awardee will immediately report to HRiA any additional funding available for activities related to its project.

Awardee is expected to maintain sufficient internal controls to ensure funds are used for approved purposes, including keeping receipts and documentation of all purchases paid for with award funds. Records consisting of bills, invoices, cancelled checks, receipts, etc. will be retained by the Awardee for three (3) years after the conclusion of the Award Period and will be available for inspection by representatives of HRiA, the Trust, and/or the Trustee during normal business hours and upon reasonable notice throughout this period. HRiA, the Trust, and/or the Trustee may, at their expense, examine, audit, or have audited the records of the Awardee insofar as they relate to activities supported by the award.

Any changes to the work funded by the award including changes to/omission of objectives described in the Awardee's accepted proposal require a formal request and prior approval by HRiA before implementation. Changing of plans without prior approval may result in the suspension of payments, early termination of the award, and/or reimbursement to the Trust of any expended or unexpended funds. Requests should include the reason for the change and a description of how the change will affect the scope of work, implementation, and timeline of the project and must be received by HRiA at least thirty (30) days prior to the desired effective date of the change.

Awardee agrees to regular communication with HRiA and regular review of progress being made. Awardee agrees to meet with HRiA no less frequently than every other month, or more frequently as the project dictates.

Awardee shall submit a year-end progress report to HRiA in a format and with sufficient detail as will be communicated by HRiA to the Awardee in advance of the report's due date. The Trust, Trustee, and HRiA reserve the right to place a hold on future award years where the Awardee is non-compliant with any reporting requirement. The Trust, Trustee, and HRiA reserve the right to add additional reporting requirements to the Award Agreement depending on the work to be performed, which shall be communicated in advance to the Awardee.

Awardee is responsible for the oversight (including payment and compliance with the applicable terms herein) of subcontractors and partners involved in the approved workplan and budget.

In the unlikely event that an Awardee is involved in an investigation of research misconduct directly related to the Project, they will be subject to the procedures in place at the Awardee's organization as applicable. According to the Public Health Service Policies on Research Misconduct, 42 CFR Policy § 93, research misconduct is defined as the "fabrication, falsification, or plagiarism in proposing, performing, or reviewing research, or in reporting research results. It does not include honest error or difference of opinion."

To the extent legally permissible, the Awardee's organization must notify HRiA of a finding of research and/or financial misconduct related to the Project and may affect the Recipient's continued eligibility for support for the Project.

Application materials as well as progress and final reports are considered confidential. HRiA engages third parties who have the necessary expertise to review the submitted materials and evaluate each project. Although the HRiA endeavors to protect the confidentiality of the reports by requiring reviewers to sign confidentiality agreements, confidentiality cannot be guaranteed. HRiA, the Trust,

and the Trustee are not responsible for any consequences resulting from the disclosure of the content of these materials to such third parties.

HRiA, the Trust, and the Trustee reserve the right to publicly acknowledge the project and post information (i.e. Awardee name, project title and scope of work summary). This information may be made available through the website of HRiA and may be posted on other affiliated organization websites, publicly accessible databases of privately funded awards, or published in print form or other media. The project summary submitted with the application will be posted on the HRiA's website if the project is funded.

Awardee agrees that in all media, such as printed materials, social media, annual reports and any press releases or articles publicizing this award, the Awardee must acknowledge **The Thomas F. and Kate Miller Jeffress Memorial Trust, Bank of America, N.A., Trustee and any specified Program donor (if applicable)**. In instances where a press release is developed for distribution to media outlets, the Awardee agrees to submit a draft to HRiA for prior approval at least 30 days before its intended publication.

Awardee agrees to grant the HRiA the right to access, possess and use (including sharing with third parties) any non-identifying information or data developed, produced, or received by Awardee (or anyone working on Awardee's behalf) as related to the award funding. Awardee will provide such information or data upon request, and Awardee is responsible for maintaining the confidentiality and security of such information or data, and removing any personally identifiable information (e.g., name, address, phone number, social security number) from any such information or data provided to the HRiA.

Awardee acknowledges and agrees that Awardee is acting on Awardee's own behalf, and HRiA, the Trust, and Trustee are not and shall not be liable for any acts or omissions of Awardee. Further, Awardee is solely responsible and liable for the actions of Awardee's employees, volunteers, contractors, subcontractors and other individuals or entities performing work on Awardee's behalf.

Program staff duties at The Medical Foundation are divided between Pre-Award, which include: applications, submissions and award review; and Post-Award functions which include: progress and final reports, project updates, no-cost extensions, budget and personnel revisions or updates, publication updates, transfer, termination or the return of funds.

If any questions arise during the Award, please do not hesitate to contact the relevant program staff person at The Medical Foundation at HRiA program webpage at (<https://hria.org/tmf/jeffress>), as well as listed below.

Program Staff:

Lindsey Carver, M.A., Senior Grants Officer

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Health Resources in Action

Jeffress Trust Awards Program in Research Advancing Health Equity

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