

FDP Cost Reimbursement Research Subaward Agreement

UMN CON# 56387

Pass-through Entity (PTE) Regents of the University of Minnesota		Subrecipient: City of Bloomington	
PTE Principal Investigator (PI): Karen Shirer		Subrecipient Principal Investigator (PI): Joan Bulfer	
PTE Federal Award No: 201616Q390342	FAIN: 201616Q390342	Federal Awarding Agency: USDA-Food and Nutrition Service	
Federal Award Issue Date:	Total Amount of Federal Award to PTE	CFDA No: 10.561	CFDA Title: SNAP Ed Nutrition and Obesity Prevention Program
Project Title: Minnesota Supplemental Nutrition Assistance Program Education (SNAP-Ed) Plan Fiscal Year 2016			
Subaward Period of Performance: Start: 12/1/2015 End: 9/30/2016		Amount Funded This Action: \$ 101,970.00	Subaward No. H005182205
Estimated Project Period (if incrementally funded): Start: End:		Incrementally <i>Estimated</i> Total:	Is this Award R & D <input type="checkbox"/> Yes or <input checked="" type="checkbox"/> No
Check all that apply <input checked="" type="checkbox"/> Reporting Requirements (Attachment 4) <input type="checkbox"/> Subject to FFATA (Attachment 3B) <input type="checkbox"/> Cost Sharing (Attachment 5)			

Terms and Conditions

- 1) PTE hereby awards a cost reimbursable subaward, as described above, to Subrecipient. The statement of work and budget for this subaward are (check one) as specified in Subrecipient's proposal dated _____ or as shown in Attachment 5. In its performance of subaward work, Subrecipient shall be an independent entity and not an employee or agent of PTE.
- 2) PTE shall reimburse Subrecipient not more often than monthly for allowable costs. All invoices shall be submitted using Subrecipient's standard invoice, but at a minimum shall include current and cumulative costs (including cost sharing), subaward number, and certification, as required in 2 CFR 200.415 (a). Invoices that do not reference PTE Subaward number shall be returned to Subrecipient. Invoices and questions concerning invoice receipt or payments should be directed to sub-inv@umn.edu.
- 3) A final statement of cumulative costs incurred, including cost sharing, marked "FINAL" must be submitted to sub-inv@umn.edu NOT LATER THAN **60 days** after subaward end date. The final statement of costs shall constitute Subrecipient's final financial report.
- 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. PTE reserves the right to reject an invoice, in accordance with 2 CFR 200.305.
- 5) Matters concerning the technical performance of this subaward should be directed to the appropriate party's Principal Investigator as shown in Attachments 3A and 3B. Technical reports are required as shown above, "Reporting Requirements."
- 6) Matters concerning the request or negotiation of any changes in the terms, conditions, or amounts cited in this subaward agreement, and any changes requiring prior approval, should be directed to the appropriate party's Administrative Contact, as shown in Attachments 3A and 3B. Any such changes made to this subaward agreement require the written approval of each party's Authorized Official, as shown in Attachments 3A and 3B.
- 7) Substantive changes made to this subaward agreement require the written approval of each party's Authorized Official as shown in Attachments 3A and 3B. The PTE may issue non-substantive changes to the Period of Performance (check one) Bilaterally, or Unilaterally. Unilateral modifications shall be considered valid 14 days after receipt unless otherwise indicated by Subrecipient.
- 8) Each party shall be responsible for its negligent acts or omissions and the negligent acts or omissions of its employees, officers, or directors, to the extent allowed by law.
- 9) Either party may terminate this subaward with thirty days written notice to the appropriate party's Administrative Contact, as shown in Attachments 3A and 3B. PTE shall pay Subrecipient for termination costs as allowable under Uniform Guidance, 2 CFR 200, or 45 CFR Part 74 Appendix E, "Principles for Determining Costs Applicable to Research & Development under Grants and Contracts with Hospitals, as applicable.
- 10) No-cost extensions require the approval of the PTE. Any requests for a no-cost extension should be addressed to and received by the Administrative Contact, as shown in Attachments 3A, not less than 30 days prior to the desired effective date of the requested change.
- 11) The Subaward is subject to the terms and conditions of the PTE Award and other special terms and conditions, as identified in Attachment 2.
- 12) By signing this Research Subaward Agreement Subrecipient makes the certifications and assurances shown in Attachments 1 and 2.
- 13) Research Terms & Conditions – RESERVED

By an Authorized Official of Regents of the University of Minnesota: Name: <input type="text" value="Andrea Marshall"/> Date: _____ Title: <input type="text" value="Principal Grant Administrator"/>	By an Authorized Official of Subrecipient: Name: <input type="text" value="Gene Winstead"/> Date: _____ Title: <input type="text" value="Its Mayor"/>
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Attachment 1
Research Subaward Agreement
Certifications and Assurances

By signing the Subaward Agreement, the Authorized Official of Subrecipient certifies, to the best of his/her knowledge and belief, that:

Certification Regarding Lobbying

1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, 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 the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or intending 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 contract, grant, loan, or cooperative agreement, the Subrecipient shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," to the Pass-through Entity.

3) The Subrecipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Debarment, Suspension, and Other Responsibility Matters

Subrecipient certifies by signing this Subaward Agreement that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency.

Audit and Access to Records

Subrecipient certifies by signing this Subaward Agreement that it complies with the Uniform Guidance, will provide notice of the completion of required audits and any adverse findings which impact this subaward as required by parts 200.501-200.521, and will provide access to records as required by parts 200.336, 200.337, and 200.201 as applicable.

Attachment 2
Research Subaward Agreement
Copy of Prime Award Terms and Conditions

Copy of Prime Award Notice (see attached)

Special terms and conditions:

1. Copyrights

Subrecipient grants / shall grant (check one) to Prime Recipient an irrevocable, royalty-free, non-transferable, non-exclusive right and license to use, reproduce, make derivative works, display, and perform publicly any copyrights or copyrighted material (including any computer software and its documentation and/or databases) first developed and delivered under this Subaward Agreement solely for the purpose of and only to the extent required to meet Prime Recipient's obligations to the Federal Government under its Prime Award.

2. Data Rights

Subrecipient grants to Prime Recipient the right to use data created in the performance of this Subaward Agreement solely for the purpose of and only to the extent required to meet Prime Recipient's obligations to the Federal Government under its Prime Award.

3. Automatic Carry Forward: Yes No

(If No, Carry Forward requests must be sent to Prime Recipient's Administrative contact, as shown in Attachment 3).

Additional Special Terms:

Attachment 3A
Research Subaward Agreement

Subaward Number:

H005182205

Pass-through Entity Contacts

Pass-through Entity

Name: Regents of the University of Minnesota
Address: Office of Sponsored Projects Administration
450 McNamara Alumni Center, 200 Oak Street SE
City: Minneapolis State: Minnesota Zip Code: 55455-2070

Pass-through Entity's Administrative Contact

Name: Brett Carlson
Address: Office of Sponsored Projects Administration
450 McNamara Alumni Center
200 Oak Street SE
City: Minneapolis State: Minnesota Zip Code: 55455-2070
Telephone: 612-626-7441 Fax: 612-624-4843
E-mail: carls234@umn.edu

Pass-through Entity's Principal Investigator

Name: Karen Shirer, Associate Dean
Address: UM EXT Ctr for Family Development
490 Coffey Hall
1420 Eckles Ave
City: St. Paul State: Minnesota Zip Code: 55108
Telephone: 612-626-3971 Fax: 612-625-6285
E-mail: shire008@umn.edu

Pass-through Entity's Financial Contact

Name: Brett Carlson
Address: Office of Sponsored Projects Administration
450 McNamara Alumni Center
200 Oak Street SE
City: Minneapolis State: Minnesota Zip Code: 55455-2070
Telephone: 612-626-7441 Fax: 612-624-4843
E-mail: carls234@umn.edu

Pass-through Entity's Authorized Official

Name: Pamela Webb, Kevin McKoskey, Judy Krzyzek, David Hagen, April Coon, Andrea Marshall
Address: Office of Sponsored Projects Administration
450 McNamara Alumni Center
200 Oak Street SE
City: Minneapolis State: Minnesota Zip Code: 55455-2070
Telephone: 612-624-5599 Fax: 612-624-4843
E-mail: awards@umn.edu

Attachment 3B
Research Subaward Agreement
Subrecipient Contacts

Subaward Number:
H005182205

Subrecipient Place of Performance

Name: City of Bloomington
Address: 1800 West Old Shakopee Road

City: Bloomington State: MN
EIN No.: 41-6007990 Institution Type: City/Township Gov't

Zip Code + 4: 55431-3071
(Look up)

Is Subrecipient currently registered in SAM? Yes No
Is Subrecipient exempt from reporting compensation? Yes No

If no , please complete 3B page 2

DUNS No.: 76867928 Parent DUNS No.: Congressional District: 3rd Congressional District:

Subrecipient Administrative Contact

Name: Bonnie Paulsen
Address: 1900 West Old Shakopee Road

City: Bloomington State: MN Zip Code: 55431-3025
Telephone: 952-563-8905 Fax: 952-563-8997
E-mail: bpaulsen@bloomingtonMN.gov

Subrecipient Principal Investigator (PI)

Name: Joan Bulfer
Address: 1900 West Old Shakopee Road

City: Bloomington State: MN Zip Code + 4: 55431-3025
Telephone: 952-563-8992 Fax: 952-563-8997
E-mail: jbulfer@BloomingtonMN.gov

Subrecipient Financial Contact

Name: Deb Finnegan
Address: 1900 West Old Shakopee Road

City: Bloomington State: MN Zip Code: 55431-3025
Telephone: 952-563-8902 Fax: 952-563-8997
E-mail: dfinnegan@BloomingtonMN.gov

Subrecipient Authorized Official

Name: James D. Verbrugge
Address: 1800 West Old Shakopee Road

City: Bloomington State: MN Zip Code: 55431-3071
Telephone: 952-563-8780 Fax: 952-563-8754
E-mail: jverbrugge@BloomingtonMN.gov

Attachment 3B Page 2
Research Subaward Agreement
Highest Compensated Officers

Subaward Number:

H005182205

Subrecipient

Name:

City of Bloomington

PI:

Joan Bulfer

Highest Compensated Officers

The names and total compensation of the five most highly compensated officers of the entity(ies) must be listed if the entity in the preceding fiscal year received 80 percent or more of its annual gross revenues in Federal awards; and \$25,000,000 or more in annual gross revenues from Federal awards; and the public does not have access to this information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. See FFATA § 2(b)(1) Internal Revenue Code of 1986.

Officer 1 Name

Officer 1 Compensation

Officer 2 Name

Officer 2 Compensation

Officer 3 Name

Officer 3 Compensation

Officer 4 Name

Officer 4 Compensation

Officer 5 Name

Officer 5 Compensation

Attachment 4
Research Subaward Agreement
Reporting Requirements

Pass-through Entity will check all that apply that the Subrecipient will agree to:

- Invoices shall reference the subaward number as shown on the face page of this agreement and be submitted in electronic format to sub-inv@umn.edu
- A Final technical/progress report will be submitted to the Pass-through Entity's Principal Investigator identified in Attachment 3 within 90 days after the end of the period of performance.
- Monthly technical/progress reports will be submitted to the Pass-through Entity's Principal Investigator identified in Attachment 3, within 30 days of the end of the month.
- Quarterly technical/progress reports will be submitted within thirty (30) days after the end of each project quarter to the Pass-through Entity's Principal Investigator identified in Attachment 3.
- Technical/progress reports on the project as may be required by Pass-through Entity's Principal Investigator in order that Pass-through Entity may be able to satisfy its reporting obligations to the Federal Awarding Agency.
- Annual technical /progress reports will be submitted within 90 days prior to the end of each project period to the Pass-through Entity's Administrative Contact identified in Attachment 3. Such report shall also include a detailed budget for the next budget period, updated Other Support for key personnel, certification of appropriate education in the conduct of human subject research of any new key personnel, and annual IRB or IACUC approval, if applicable.
- In accordance with 37 CFR 401.14, Subrecipient agrees to notify PTE's Administrative Contact identified in Attachment 3A within 90 days after Subrecipient's inventor discloses invention(s) in writing to Subrecipient's personnel responsible for patent matters. The Subrecipient will submit a final invention report using Awarding Agency specific forms to the PTE's Principal Investigator identified in Attachment 3A within 60 days of the end of the period of performance so that it may be included with the PTE's final invention report to the Awarding Agency. A negative report is is not required.
- A Certification of Completion, in accordance with 2 CFR 200.201(b)(3), will be submitted within 60 days after the end of the project period to the Pass Through Entity's Administrative Contact identified in Attachment 3 (for Fixed Price subawards only.)
- Property Inventory Report; frequency, type, and submission instructions listed here and only to be used when required by PTE Federal Award
- Subaward Release Form shall be submitted to the University of Minnesota Office of Sponsored Projects Administration, along with the final invoice, no later than 60 days after Subaward ending date. Payment of Final Invoice shall be withheld pending receipt and acceptance of all closeout documents.

Attachment 5

Cost Reimbursement Research Subaward Agreement

Statement of Work (SOW) _____

Cost Sharing _____

Budget _____

Statement of Work

Below or Attached _____ pages

If award is FFATA eligible and SOW exceeds 4000 characters, include a *Subrecipient Federal Award Project Description*
See Exhibit A

Cost Sharing:

Yes, Amount \$ _____

No

Budget Information

Below or Attached _____ pages

See Exhibit A

Indirect Cost Rate (IDC) Applied on TDC, MTDC, or other

Direct Costs \$92,700
Indirect Costs \$9,270
Total Costs \$101,970

Check here if using other IDC rate of 10% de minimis rate.

Subaward Release Form

University of Minnesota – Office of Sponsored Projects Administration

Subaward #: _____

Subrecipient Name: _____

Section I – Financial Information

The total amount of \$ _____ has been received under this subaward.

- There are NO outstanding claims against this subcontract. The University of Minnesota is not obligated to honor claims made after this block is checked and this form signed and returned.
- Only the amount included in the Final Claims Voucher/Invoice estimated to be \$ _____ is due. When the Final Claims Voucher/Invoice is paid by University of Minnesota, there will be no further claims against this subcontract.

Section II – Patents

- There are no inventions to be reported under this award.
- Listed below are all inventions required to be reported under this award.

Name of Inventor: _____

Site(s) of Invention: _____

Please note that if an invention has resulted from this project, a complete invention disclosure must accompany this form, if one has not been previously provided.

Section III – Federal Government Equipment

Was any equipment provided by the Federal Government, or was any equipment purchased with federal funds provided under this subagreement?

- No Yes (Please see FAR 52.245-1 (j) (4) Submission requirements and (j) (8) Disposition Instructions)
- All equipment either provided, or purchased with funds, under this subagreement has been delivered to the US Government or is awaiting disposition instruction

Date: _____

Signature (Authorized Signatory): _____

Printed Name: _____

Title: _____

**Complete all sections, check boxes as appropriate, and return to:
Office of Sponsored Projects Administration, 450 McNamara Alumni Center,
200 Oak Street SE, Minneapolis, MN 55455-2003
Fax #612.624.4843, Phone #612.624.5599, Email: awards@umn.edu**

EXHIBIT A

Budget Summary for Sub-Grantee

1. Contracts/Grants/Agreements for nutrition education services

a. Name of sub-grantee

City of Bloomington, Division of Public Health

b. Total Federal funding, grant

\$101,970

c. Description of Services and/or products

City of Bloomington, Division of Public Health proposes application of a coordinated approach to obesity prevention targeting Latino children and families through childcare, schools and community settings.

1. This project will work in three settings:

- a. Latino Childcare Provider Network – support the capacity and leadership of the Network to facilitate organizational viability, sustainability and trust/ connection with traditional organizations. Provide trainings so that Richfield/Bloomington Latino families and childcare providers carry out practices that increase physical activity and healthy eating.
 - b. Good in the ‘Hood Foodshelf – support a local foodshelf in exploring a new model of “nutritious childcare food package” distribution to Network members
 - c. Richfield School District – partner with the District to strengthen its connection to the Network and to create an inviting school lunchroom environment for children to choose and consume more fruits in vegetables by engaging them and the school community in branding Food and Nutrition Service Programs, and planning and implementing Smarter Lunchroom Strategies.
2. SNAP-Ed staff will be included to coordinate efforts with Bloomington Public Health, provide childcare training, provide Smarter Lunchroom training and technical assistance, and adapt energizers to use in childcare training.

d. Cost of specific services and/or products

\$101,970. A detailed breakdown is provided below in “2. Project Costs.”

2. Project Costs

Salary/Benefits/Services:	\$ 82,017
Contracts/Agreements:	\$ 8,400
Materials:	\$ 2,000
Travel:	\$ 283
Total Direct Costs:	\$ 92,700
Indirect Costs (10%):	\$ 9,270
Total Federal Funds:	\$101,970

Salary/Benefits/Professional and General Services (Independent Contractors) Staffing:
\$82,017

Salary: \$56,667

Personnel with effort planned for this subcontract are as follows:

- Project Lead: The Health Specialist with the City of Bloomington, Division of Public Health, will commit 12 hours per week to this subcontract. This position will be responsible for the fiscal management of the grant as well as the completion of project deliverables and the preparation written reports.
- Project Lead for the Church of Assumption and Latino Childcare Network: Also a Health Specialist with the City of Bloomington, Division of Public Health, this position will commit 16 hours per week to this subcontract, through federal funding. This position will lead all work related to Assumption Church and the Latino Childcare Network and will coordinate the childcare trainings, provide ongoing technical assistance to the Latino Childcare Provider Network to continue to build capacity, and will assist U of MN Extension SNAP-Ed staff in relationship building with Church of Assumption and the Latino Childcare Network
- Project Lead for Richfield Public Schools: Also a Health Specialist with the City of Bloomington, Division of Public Health, this position will commit 6 hours per week to this subcontract, through federal funding. This position will facilitate the connections between the school district's food service staff, U of MN Extension SNAP-Ed staff, and the Latino Childcare Network. This position will also oversee the Smarter Lunchroom activities and work with school personnel and U of MN Extension SNAP- Ed to assist in engaging students and the larger school community to develop a food service brand.

Fringe Benefits: \$20,400

The fringe rate of 36% includes insurance, payroll taxes, public employees' retirement plan, and workers' compensation.

Professional and General Services (Independent Contractors) Staffing: \$4,950

- A consultant will work with Richfield Public Schools students, school Food and Nutrition Services staff, district administrators, Bloomington Public Health, and U of MN Extension SNAP-Ed staff to create a recognition of the healthy choices at all of the schools. At present there is no effective signage that lets students know what healthy choices exist in which line at the high school or any of the other schools (point-of-decision). They are ultimately hoping for a consistent look to the type of signage in the lunchroom that will immediately communicate to students this is a tasty, fresh and healthy choice and nudge them toward that choice. The key to any progress in students making the healthy choice is the idea of getting students involved in the creation and implementation of new ideas that meet them where they are. Therefore, the signage design will have input from the students so that it will be fun and energizing. This requires the support of the consultant to engage the students in creating various options.

Contracts/Agreements: \$8,400

Contracts will be entered into with Assumption Church, the Latino Childcare Provider Network, and Good in the 'Hood for their staff time, materials, and administrative costs associated with activities under this subcontract.

Materials: \$2,000

Point-of-decision signage will be used to promote healthy choices in the lunch lines, in alignment with Smarter Lunchroom strategies. Students will be involved in development of the signage.

Travel: \$283

In-state travel will be used for meetings with the consultant, Assumption Church, the Latino Childcare Provider Network, Good in the 'Hood, and U of MN Extension (U of MN Extension SNAP-Ed subcontractor meetings). Federal mileage reimbursement rates (currently \$.575/mile) will be used.

Indirect Costs: \$9,270

The de minimus indirect cost rate of 10% will be used for this project, per University of Minnesota implementation of Uniform Guidance sections 200.331 and 200.414. Modified Total Direct Costs (MTDC) are calculated by taking the total direct costs minus capital equipment, capital (A&R) expenditures, patient care, graduate tuition remission, and rental of off-site space.