



TEXAS A&M UNIVERSITY SYSTEM
HEALTH SCIENCE CENTER
RESEARCH FOUNDATION

TAMRF #: 23-0035-12

Transmittal Memo

Date: November 04, 2011
Attention: Norma L. Longoria, MS, LD
Organization: Hidalgo County WIC Program
Address: 3105 W. University Dr.
Edinburg, Texas 78539
E-Mail Address: Norma.Longoria@wic.co.hidalgo.tx.us
Subject: Research Subaward Agreement - Revised

- Sign as indicated. Return one fully executed original. You may return the fully executed agreement electronically (fax, scanned document by e-mail, etc.), however, by so doing you indicate your agreement with the Additional Comments below.
- Initial all revisions as indicated. Return one fully executed original as stated above.
- A fully executed original is enclosed for your records (according to the Additional Comments stated below).
- Please return the fully executed agreement to Sharon Moore, Administrative Assistant, smoore@rf-mail.tamu.edu, or via fax at 979-845-8618.
- Additional Information:

Should you have any questions regarding the contract, please contact:

Lisa Whitten, Senior Negotiator II, 979.862.8465, lwhitten@rf-mail.tamu.edu

Additional Comments:

This Agreement may be executed and become effective by manually signing and delivering an electronic version of the signed agreement (for example, by scanning the document and delivering the electronic file, or faxing the executed document), or by affixing an electronic signature (whether represented by an image object or alphanumeric values). Such electronic signature and document shall be deemed an original certifying to the party's intent to enter into this Agreement and to its authenticity, validity, and enforceability.

U.S. Mail & Overnight Delivery Services:
Texas A&M Research Foundation
(or)
The Texas A&M University System Health Science Center Research Foundation
Attn: Sharon Moore, Administrative Assistant
400 Harvey Mitchell Parkway South
Suite 100, Valley Park Center
College Station, Texas 77845
979.845.8600

Research Subaward Agreement

| | | | |
|--|--|---|--|
| Institution/Organization ("Prime Recipient") Name: <u>Hidalgo County W/C Program</u> Prime Award No.: <u>2011-038300</u> Awarding Agency: <u>Department of State Health Services (DSHS)</u> | | Institution/Organization ("Subrecipient") Name: <u>The Texas A&M University System Health Science Center</u> Subaward No.: _____ CFDA #: _____ Amount Funded This Action: <u>\$12,000.00</u> Est. Total (if incrementally funded) _____ | |
| Subaward Period of Performance: Budget Period: From: <u>June 30, 2011</u> To: <u>June 29, 2012</u> | | Estimated Project Period (if incrementally funded): From: _____ To: _____ | |
| Project Title: <u>Baby Cafe: Nutrition Physical Activity and Obesity Program</u> | | | |
| Reporting Requirements (Check here if applicable): <input checked="" type="checkbox"/> See Attachment 4) <input type="checkbox"/> FFATA (Attachment 3B) <input type="checkbox"/> ARRA Funds (Attachment 4A) | | | |

Terms & Conditions

- 1) Prime Recipient 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 the subaward work Subrecipient shall be an independent entity and not an employee or agent of Prime Recipient.
- 2) Prime Recipient 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 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 Financial Contact as shown in Attachments 3A & 3B.
- 3) A final statement of cumulative costs incurred, including cost sharing, marked "FINAL" must be submitted to Prime Recipient's Financial Contact, as shown in Attachments 3A and 3B, NOT LATER THAN sixty (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.
- 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 & 3B. Any such changes made to this subaward agreement require the written approval of each party's Authorized Official as shown in Attachments 3A & 3B.
- 7) 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.
- 8) Either party may terminate this subaward with thirty days written notice to the appropriate party's Administrative Contact as shown in Attachments 3A & 3B. Prime Recipient shall pay Subrecipient for termination costs as allowable under OMB Circular A-21 or A-122 or 45 CFR Part 74 Appendix E, "Principles for Determining Costs Applicable to Research and Development under Grants and Contracts with Hospitals" as applicable.
- 9) No cost extensions require the approval of the Prime Recipient. Any requests for a no-cost extension should be addressed to and received by the Financial Contact, as shown in Attachments 3A & 3B, not less than thirty (30) days prior to the desired effective date of the requested change.
- 10) The Subaward is subject to the terms and conditions of the Prime Award and other special terms and conditions, as identified in Attachment 2.
- 11) By signing below Subrecipient makes the certifications and assurances shown in Attachment 3.

By an Authorized Official of Prime Recipient

By an Authorized Official of Subrecipient

Date

June

r, Contracts & Grants

10/28/11
Date

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 Prime Recipient.

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.

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.

**Attachment 2
Research Subaward Agreement
Prime Award Terms and Conditions
Department of State Health Services**

This Research Subaward Agreement is subject to the Department of State Health Services Prime Award Number 2011-038300 Fiscal Year 2011 General Provisions (Core/Subrecipient) located at <http://www.dshs.state.tx.us/grants/gen-prov.shtm>

Attachment 3A
Research Subaward Agreement

Subaward Number:

Prime Recipient Contacts

Institution/Organization ("Prime Recipient")

Name: Hidalgo County WIC Program

Address: Administrative Office - 1200

3105 W. University Drive

City: Edinburg

State: TX

ZipCode: 78539

Administrative Contact

Name: Norma L. Longoria, WIC Director

Address: Hidalgo County WIC Program

3105 W. University Drive

City: Edinburg

State: TX

ZipCode: 78539

Telephone: (956) 381-4646 x 4046

Fax: (956) 381-4056

Email: norma.longoria@wic.co.hidalgo.tx.us

Principal Investigator

Name: Noemi Hernandez, Assistant Breastfeeding Coordinator

Address: Hidalgo County WIC Program

3105 W. University Drive

City: Edinburg

State: TX

ZipCode: 78539

Telephone: (956) 381-4646 x 4051

Fax: (956) 381-0297

Email: noemi.hernandez@wic.co.hidalgo.tx.us

Financial Contact

Name: Norma Longoria, MS, LD

Address: Administrative Office - 1200

3105 W. University Drive

City: Edinburg

State: TX

ZipCode: 78539-6243

Telephone: (956) 381-4646

Fax: (956) 380-4056

Email: norma.longoria@wic.co.hidalgo.tx.us

Authorized Official

Name: Norma Longoria, MS, LD

Address: Administrative Office - 1200

3105 W. University Drive

City: Edinburg

State: TX

ZipCode: 78539

Telephone: (956) 381-4646

Fax: (956) 380-4056

Email: norma.longoria@wic.co.hidalgo.tx.us

Attachment 3B - Research Subaward Agreement

Subaward Number:

Institution/Organization ("Subrecipient")

Subrecipient Contacts

Name: The Texas A&M University System Health Science Center

Address: 400 Harvey Mitchell Parkway South

Suite 300

City: College Station

State: TX

ZipCode + 4: 77345

EIN No: 74-2907553

Institution Type: Public/State Controlled Inst. of Higher Education

Did the subrecipient's gross income, from all sources, in the previous tax year exceed \$300,000? Yes No

If no, FFATA reporting of this subaward is not required.

Is the Performance Site the Same Address as Above? Yes NoCurrently registered in CCR? Yes NoIf no, Is the Performance Site the same as PI address below? Yes No

DUNS No:

Parent DUNS No:

If no to both questions, please complete 3B page 2 (if ARRA funding use Attachment 4A).

83-560-7441

Is Subrecipient exempt from reporting compensation? Yes No

Congressional District:

Congressional District:

If no, please complete 3B page 2 (if ARRA funding use Attachment 4A).

TX-017

Administrative Contact

Name: Lisa Whitten, Senior Negotiator II

Address: The Texas A&M University System

Office of Sponsored Research Services, 400 Harvey Mitchell Parkway South, Suite 300

City: College Station

State: Texas

ZipCode: 77845

Telephone: 979-862-8465

Fax: 979-862-3250

Email: lwhitten@tamus.edu

Principal Investigator

Name: Ann V. Millard

Address: Texas A&M Health Science Center School of Rural Public Health

2101 S. McCall Rd. HSC-51C 132

City: McAllen

State: Texas

ZipCode: 78503

Telephone: (956) 668-6320

Fax: (956) 668-6302

Email: avmillard@tamhsc.edu

Financial Contact

Name: Sara Lauter, Project Administrator II

Address: The Texas A&M University System

Office of Sponsored Research Services, 400 Harvey Mitchell Parkway South, Suite 300

City: College Station

State: Texas

ZipCode: 77345

Telephone: 979-862-6149

Fax: 979-862-3250

Email: slauter@tamus.edu

Authorized Official

Name: Jane Zuber, Director - Contracts & Grants

Address: The Texas A&M University System

Office of Sponsored Research Services, 400 Harvey Mitchell Parkway South, Suite 300

City: College Station

State: Texas

ZipCode: 77345

Telephone: 979-862-8465

Fax: 979-862-3250

Email: proposals@tamus.edu

FDP version 20101115

**ATTACHMENT 4
SUBAWARD AGREEMENT**

Reporting Requirements

Final Technical Report due on or before June 29, 2012.

Title of Project: Baby Café (Proposal from Hidalgo County WIC Program)

Lead organization: Hidalgo County WIC Program

Term: 6/30/2011-6/29/2012

Scope of Work:

The Baby Café, a concept developed in the United Kingdom, provides support to women who are breastfeeding or interested in doing so. The Baby Café in Hidalgo County will be a drop-in center, open twice a week, free to all who attend with no appointment needed. It will be open to women throughout Region 11 of DSHS. The concept is that mothers will support other mothers, and a lactation professional will be available to provide information and other support. The idea is predicated on evidence that children who were breastfed as babies have a significantly lower risk of becoming obese later in life.

As a subcontractor, Dr. Millard will complete the following activities:

- Assist the project team in the design of data collection tools for the project
- Assist the project team in the initial oversight of data collection on the use of the Baby Café, its support for breastfeeding mothers, and their views of the project
- Carry out initial informal interviews with breastfeeding mothers on their experiences with Baby Café
- Assist the project team in refining the project over the course of the year
- Generate statistics and other evaluation materials for monthly reports, media releases, and the final report.

Budget Justification: Subcontract

Personnel: \$7,602

Ann V. Millard, Ph.D., will receive salary, medical insurance, and fringe rates paid at the customary rate to provide 6.87% of her time to the project (2.75 hours/week).

Materials and supplies: \$ 589

The following expenses will be covered in materials and supplies: computer supplies, photography supplies, and general office supplies. The supplies will be used to document the project and to collect and analyze data for the evaluation.

Travel: \$0.00

Texas A&M Research Foundation
RF# 1101293 RB1

Project Dates: 6/30/2011 - 6/29/2012

| DIRECT COSTS | <u>6/30/2011</u> <u>6/29/2012</u> | <u>TOTAL</u> |
|---|--------------------------------------|---------------|
| Salaries | | |
| Ann Millard Co-PI 6.87% Time, 12 Cal Mo | 6,156 | 6,156 |
| Subtotal | <u>6,156</u> | <u>6,156</u> |
| Total Salaries and Wages | 6,156 | 6,156 |
| Fringe Benefits | 1,446 | 1,446 |
| Total Personnel Costs | <u>7,602</u> | <u>7,602</u> |
| Materials & Supplies | 589 | 589 |
| Modified Total Direct Costs (MTDC) | <u>8,191</u> | <u>8,191</u> |
| Total Direct Costs | 8,191 | 8,191 |
| INDIRECT COSTS | | |
| Indirect Costs MTDC *46.5% | 3,809 | 3,809 |
| TOTAL PROJECT COSTS | <u>\$12,000</u> | <u>12,000</u> |