

**FIXED AMOUNT
SUBAWARD AGREEMENT
BETWEEN
FOOD RESEARCH & ACTION CENTER, INC.
AND
City of San Antonio on behalf of the San Antonio
Metropolitan Health District**

| Federal Award Information | |
|--|---|
| Assistance Listing Number | 10.579 |
| Program Name | Equitable Access in Child Nutrition ("EA-CN") Programs Project |
| Federal Award Identification Number | |
| Federal Award Date | November 29, 2022 |
| Total Amount of the Federal Award to FRAC | \$2,000,000 |
| Federal Award Project Description | To support research activities that increase the understanding of and ability to improve equity in access to the Child Nutrition Programs, including program participation and receipt of high-quality foods and services. |
| Name of Federal Awarding Agency, Pass-Through Entity, and Contact Information for Awarding Official at Pass-Through Entity | <p>Federal Agency: United States Department of Agriculture</p> <p>Passthrough Entity: Food Research & Action Center, Inc. 1200 18th Street, N.W., Suite 400 Washington, DC 20036 (202) 986-2200</p> |
| Is the award for research and development? | No |
| Indirect Cost Rate for the Federal Award (FRAC's rate and base) | 10% de minimis |
| Subaward-Specific Information | |
| Subrecipient Registered Name within the System for Award Management ("SAM") (if not registered, enter "N/A") | City of San Antonio, San Antonio Metropolitan Health District |
| Subrecipient UEI Number | LC5QCFLLCDJ4 |
| Subaward Project Period Start and End Dates | Start: November 6, 2023 / End: November 6, 2025 |
| Total Amount of Federal Funds Potentially Available to the Subrecipient | \$236,150.00 |

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| Subrecipient's Indirect Cost Rate (rate and base) | N/A – Indirect costs are not being charged to this project. |
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This Subrecipient Agreement (“Agreement”) is entered into between the **Food Research & Action Center, Inc. (“FRAC”)** and the City of San Antonio on behalf of the San Antonio Metropolitan Health District (“**Subrecipient**”) (each individually a “Party” and collectively the “Parties”). This Agreement sets forth the objectives, rights, and obligations of the Parties in connection with FRAC’s subaward of federal cooperative agreement funds to Subrecipient. The United States Department of Agriculture (“USDA”) is herein referred to as the “Federal Awarding Agency.”

WHEREAS, FRAC is a non-profit corporation with headquarters in Washington, D.C., the mission of which includes identifying, developing, and communicating strategies to mitigate conditions of poverty-related hunger;

WHEREAS, FRAC entered into a cooperative agreement with the U.S. Department of Agriculture Food and Nutrition Service (USDA FNS) to support research projects that address one of following priority areas: (i) understanding the disparities that exist in the Child Nutrition Programs; (ii) understanding the barriers that lead to disparities; and (iii) understanding the tools, resources, and interventions that reduce/eliminate disparities;

WHEREAS, Subrecipient is a State or Local government organizations that is located in City of San Antonio, Texas that serves one or more project priority areas;

WHEREAS, both FRAC and Subrecipient seek to evaluate and improve equitable access to and service delivery within the Child Nutrition Programs; and

WHEREAS, the Federal Awarding Agency has authorized FRAC to enter into this Agreement as a fixed amount subaward agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained and intending to be legally bound hereby, FRAC and Subrecipient agree as follows:

ARTICLE I **TYPE OF AGREEMENT**

This Agreement is a subaward of federal cooperative agreement funds for Subrecipient’s performance of certain activities described in Article II below. It is a fixed amount subaward agreement pursuant to which FRAC will compensate Subrecipient in accordance with Article III. Although, as set forth in Article III, Subrecipient shall not be required to demonstrate compliance with the Federal Cost Principles set forth at 2 C.F.R. Part 200, Subpart E, in the course of performance, Subrecipient shall nonetheless comply with the requirements and standards set forth in 2 C.F.R. Part 200, Subparts A, B, C, D, and F, as otherwise generally applicable to fixed amount awards.

ARTICLE II **SCOPE OF PROJECT / STATEMENT OF WORK**

2.1 **Scope of Project.** The “Scope of Project” funded under this subaward is defined by the activities described within the Statement of Work (“SOW”) attached as **Exhibit A** and the approved budget attached as **Exhibit B**, each which are hereby incorporated by reference herein.

2.2 **Changes to Scope of Project.** Except as specifically authorized under the terms of this Agreement, the Scope of Project shall not be altered without the prior written approval of FRAC.

2.3 **Federal Requirements.** Subrecipient shall carry out all activities in a manner compliant with applicable federal requirements. A non-exhaustive list of federal requirements applicable to the funding provided under this Agreement is provided for reference at **Exhibit C**.

ARTICLE III **FIXED AMOUNT COST OF PERFORMANCE AND PAYMENT**

3.1 **Fixed Amount.** This Agreement establishes a fixed amount subaward as contemplated by 2 C.F.R. §§ 200.201(b) and 200.233. FRAC and Subrecipient determined the estimated cost of performance of the activities required under **Exhibit A** based upon the budget submission reflected in **Exhibit B**, which reflects allowable costs of performance as evaluated under the federal cost principles set forth at 2 C.F.R. Part 200, Subpart E, and specific limitations of the Prime Award. The bottom-line “total” amount represents the total potential payment to Subrecipient under this fixed amount subaward.

3.2 **Payment.**

3.2.1 **Payment Right.** As set forth in **Exhibit B**, Subrecipient will earn payment through performance. Phases of performance, accomplishment of certain metrics, or furnishing of certain deliverables, evidencing required effort in furtherance of the funded activities are defined in **Exhibit B** as linked to payment. Upon achievement of such metrics or tasks by Subrecipient, payment will be

made by FRAC. In the course of performance, Subrecipient is not required to specifically track or report costs of performance.

3.2.2 Requests for Payment. No later than thirty (30) days after the end of each calendar month, Subrecipient shall submit to FRAC a request for payment in a form reasonably prescribed by FRAC, which certifies Subrecipient's accomplishment of performance metrics or tasks required for payment.

3.2.3 Payment by FRAC. FRAC will pay Subrecipient for invoiced costs within thirty (30) days of Subrecipient's submission of the request for payment, provided the Subrecipient has provided adequate evidence of accomplishment of the required performance metrics or tasks to earn payment.

3.3 Program Income. If Subrecipient expects to generate any program income as defined at 2 C.F.R. 200.1 and 200.307, Subrecipient shall promptly notify FRAC. FRAC will coordinate in good faith with Subrecipient and the Federal Awarding Agency regarding treatment of such program income. Subrecipient hereby acknowledges that it will be required to reinvest such program income into project activities. If required by FRAC, Subrecipient shall pay over any such program income amount to FRAC for purposes of reinvesting it into the project.

3.4 Cost Share. There is no cost share requirement under this Agreement.

3.5 FRAC's Disallowance Right. Notwithstanding any other term of this Agreement, all payments made under this Agreement shall be considered provisional. In the event that FRAC or Federal Awarding Agency determines that any amount for which reimbursement is sought, or has been previously paid, is unallowable, (i) FRAC shall be entitled to recoup such amount from Subrecipient and (ii) Subrecipient shall promptly pay over such amount to FRAC. Although costs need not be tracked in performance of this Agreement, in the event of a material failure by Subrecipient to comply with the administrative requirements set forth at 2 C.F.R. Part 200, Subpart D, FRAC reserves the right to recoup amounts paid in relation to the underlying tasks or metrics that (i) were accomplished in a non-compliant manner and (ii) for which payment was made.

3.6 Availability of Funds Limitation. The continuation of this Agreement and payments hereunder shall be subject to the availability of federal funds to FRAC under the Prime Award. FRAC shall promptly notify Subrecipient, in writing, of any (i) termination of the Prime Award or (ii) modification of funding available under the Prime Award that might negatively impact this subaward.

3.7 Survival. The Parties' rights and obligations under this Article III (Budgets and Payment) shall survive the termination or expiration of this Agreement.

ARTICLE IV **SUBRECIPIENT OPERATIONS**

4.1 Key Personnel. Key personnel (if any) are listed in **Exhibit A**. Replacement of key personnel shall require prior approval of FRAC.

4.2 Compliance with Administrative Requirements. Subrecipient acknowledges that this Agreement is a subaward of federal cooperative agreement funds and that Subrecipient shall be responsible for compliance with administrative requirements applicable to federal awards. Subrecipient hereby represents that it shall maintain internal controls consistent with the standards set forth at 2 C.F.R. § 200.303.

4.3 Federal Procurement Standards. For all procurement transactions carried out directly in furtherance of this Agreement, Subrecipient shall comply with the federal procurement standards set forth at 2 C.F.R. § 200.317 *et seq.* Consistent with the federal procurement standards Subrecipient shall maintain a written procurement policy which it shall apply to covered procurements. Further, for covered procurements, Subrecipient shall comply with the competition requirements and conflict of interest restrictions of the federal procurement standards and shall include, to the extent required by 2 C.F.R. Part 200, Appendix II, certain required contract terms in its contracts.

4.4 No Real Property or Equipment. As reflected in **Exhibit B**, the amount negotiated for this fixed amount subaward includes no equipment or real property.

4.5 Insurance Coverage: The City of San Antonio maintains self-insurance for Worker's Compensation, General Liability, and Business Automobile as a political subdivision of the State of Texas. City of San Antonio is subject to the Texas Tort Claims Act and the obligations of City of San Antonio and the rights of persons claiming against City of San Antonio are subject to that Act. City of San Antonio, upon request from FRAC, can provide evidence of self-insurance.

4.6 Relationship of Parties. During the term of this Agreement, FRAC and Subrecipient shall remain separate and independent entities. Except as otherwise expressly provided herein, neither of the Parties shall be construed to be the agent, partner, co-venturer, employee nor

representative of the other Party. Neither Subrecipient nor any of its employees is covered by, or entitled to, any insurance (including workers' compensation coverage) or other benefits maintained by FRAC for its officers, agents, employees or contractors. It is understood and agreed that no Subrecipient employees providing services pursuant to this Agreement shall have any claim under this Agreement or otherwise against FRAC for social security benefits, workers' compensation benefits, disability benefits, unemployment benefits, vacation pay, sick leave, or any other employee benefit or emolument of any kind.

ARTICLE V RECORDKEEPING AND REPORTS

5.1 **Recordkeeping.** Subrecipient shall maintain and furnish such financial and programmatic information and reports which pertain, directly or indirectly, to the services provided by Subrecipient pursuant to this Agreement.

5.2 **Access to Records.** Subrecipient shall make available to FRAC, the Federal Awarding Agency, and the Comptroller General, or any of their duly authorized representatives, upon reasonable notice, such books, records, reports, documents, and papers as they deem necessary for audit, examination, excerpt, transcription, and copy purposes, for as long as such records, reports, books, documents, and papers are retained. This right also includes timely and reasonable access to Subrecipient's personnel for the purpose of interview and discussion related to such documents.

5.3 **Document Retention.** Subrecipient shall maintain all financial records and reports, supporting documents, statistical records, and other books, documents and records pertinent to this Agreement for a period of three (3) years from the date of FRAC's submission to the Federal Awarding Agency of the annual FFR which covers the funds awarded hereunder. If an audit, litigation or financial management review is started before the end of the three (3) year period, Subrecipient agrees to maintain the records until the end of the three (3) year period or until the audit, litigation or other action is completed, whichever is later.

5.4 **Reports.** Subrecipient shall provide to FRAC the reports listed in **Exhibit A**, as well as other information and reports reasonably requested by FRAC in furtherance of FRAC's reporting obligations under the Prime Award.

5.5 **Survival.** The rights and obligations of this Article V (Recordkeeping and Reports) shall survive the termination or expiration of this Agreement.

ARTICLE VI OVERSIGHT AND COMPLIANCE

6.1 **Oversight.** FRAC shall have authority to perform any and all necessary oversight functions to ensure Subrecipient's proper management and compliance with federal grant/cooperative agreement management requirements, including but not limited to the requirements of 2 C.F.R. §§ Part 200 and Federal Awarding Agency requirements under the Prime Award.

6.1.1 **Evaluation and Inspection.** In furtherance of FRAC's obligations under 2 C.F.R. §§ 200.329(a) and 200.332(d), Subrecipient agrees to permit FRAC and the Federal Awarding Agency, or any of their duly authorized representatives, to evaluate, through inspection or other means, the quality, appropriateness, and timeliness of work and activities performed under this Agreement. FRAC's evaluation and inspection methods include but are not limited to: (i) scheduled and unscheduled site visits and (ii) reviews and/or audits of records related to the performance of this Agreement. To the extent feasible, and when advance notice would not frustrate the purpose of the inspection, FRAC shall provide advance notice to Subrecipient, usually seven (7) calendar days, of site visits or audits.

6.1.2 **Outside Audit Firm Support.** Subrecipient acknowledges and agrees that FRAC may carry out its oversight functions directly or through engagement of an audit firm or other similar contracted support. In the event a third party is engaged to assist with any audit functions, FRAC shall require such entity to sign a reasonable nondisclosure agreement preventing disclosure of Subrecipient's proprietary or otherwise sensitive information to the extent such nondisclosure agreement would not frustrate the purpose of the review.

6.2 **Remedies for Non-Compliance.** If Subrecipient fails to comply with the terms and conditions of this subaward, FRAC may impose additional conditions on Subrecipient as described at 2 C.F.R. § 200.208. If, in its sole discretion, FRAC determines that non-compliance cannot be remedied by imposing special conditions, FRAC may: (i) temporarily withhold cash payment pending correction of the deficiency; (ii) disallow all or part of the payment for the task or metrics associated the activity or action not in compliance; (iii) wholly or partly suspend or terminate this subaward of federal funds; (iv) withhold further awards; or (v) take other remedies that may be legally available.

6.3 **Significant Developments.** Pursuant to 2 C.F.R. § 200.329(e), as soon as any such condition becomes known, Subrecipient shall report to FRAC: (i) problems, delays, or adverse conditions which may materially impair the ability of Subrecipient to meet the objectives of the subaward, and (ii) favorable developments which may enable Subrecipient to meet time schedules and objectives sooner or at less cost than anticipated or producing more or different beneficial results than originally planned.

6.4 Good Faith Compliance Cooperation. The Parties acknowledge that they share the goals of compliance with federal requirements and efficient performance of this Agreement in furtherance of carrying out the overall project under the Prime Award. Subrecipient hereby confirms that it will raise compliance questions in advance where feasible to avoid possible instances of noncompliance. FRAC hereby confirms that it shall provide reasonable technical assistance and guidance relating to grant/cooperative agreement management requirements in response to specific questions posed by Subrecipient.

6.5 Single Audit. If Subrecipient expends federal award funds in excess of \$750,000 (including funds under this fixed amount subaward in conjunction with other federal awards) in its fiscal year, it shall ensure compliance with the requirements set forth in the Single Audit Act as implemented via 2 C.F.R. Part 200, Subpart F, to include audit of its financial statements, schedule of expenditures of federal awards (“SEFA”), and compliance testing related to its federal programs. Upon request, Subrecipient shall provide FRAC with a copy of its completed audit report and any related management letters. To the extent required by federal regulations, Subrecipient must timely submit its final audit report for federal agency review via the Federal Audit Clearinghouse.

6.6 Survival. The rights and obligations of this Article VI (Oversight Authorities) shall survive the termination or expiration of this Agreement.

ARTICLE VII TERM

7.1 Term. This Agreement shall be binding upon execution by both Parties, with an effective date of November 6, 2023 and shall remain in effect until November 6, 2025, unless sooner terminated pursuant to Article VIII (Termination).

7.2 Extension. FRAC shall have the unilateral right to extend the period of performance for up to twelve (12) months in the event the Prime Award is so extended, whether such extension is by request of FRAC or otherwise. Notwithstanding the foregoing, Subrecipient shall not be required to perform work during any extension period for which a compensation mechanism is not agreed in advance by the Parties.

ARTICLE VIII TERMINATION

8.1 Termination for Cause. This Agreement may be terminated for cause upon written notice by either Party. No termination for cause may be carried out until the noncomplying Party has been provided notice of the grounds for termination and a ten (10) day cure period. For purposes of this Section 8.1 (Termination for Cause) “cause” shall mean:

8.1.1 A material breach by the other Party;

8.1.2 The loss, suspension or restriction of any license or other authorization to do business that is necessary for the other Party to perform services under this Agreement; and/or

8.1.3 The debarment, suspension, exclusion or ineligibility of Subrecipient from participation in any federal awards or health care programs.

8.2 Termination for Convenience. Either Party may terminate this Agreement without cause upon ninety (90) days’ prior written notice to the other Party.

8.3 Termination Based Upon Lapse of Funds. Consistent with Section 3.8 (Availability of Funds Limitation), FRAC may immediately terminate this Agreement by written notice if funding under the Prime Award is terminated or materially reduced.

8.4 Survival. The rights and obligations of this Article VIII (Termination) shall survive the termination or expiration of this Agreement.

ARTICLE IX DATA, COPYRIGHT AND FUNDING ACKNOWLEDGEMENT

9.1 Data and Copyrightable Works.

9.1.1 Delivery. The Parties acknowledge that data and copyrightable works will be produced in the course of carrying out this Agreement. Subrecipient shall deliver any and all such data and copyrightable works that the FRAC requests it deliver. Data shall be provided in a useable format, to include, as necessary, analytic code, output files, technical documentation, data dictionaries, and other documentation necessary to fully use the data. FRAC’s right to direct delivery of such data and copyrightable works shall survive

expiration or termination of this Agreement and continue for a period of three years after expiration or termination, and Subrecipient shall safeguard the data and copyrightable works during such period.

9.1.2. Use of Data. There shall be no restriction upon FRAC's use of the data produced in the course of carrying out activities under this Agreement, nor any restriction on FRAC's ability to permit others to use the data. To the extent any data may constitute a copyrightable work, Subrecipient shall grant, and hereby does grant, FRAC and the U.S. Government a royalty-free, nonexclusive and irrevocable license to reproduce, publish, or otherwise use the work for any purposes whatsoever, and to authorize others to do the same

9.1.3 License in Copyrightable Works. For all works subject to copyright created in performance of activities under this Agreement, FRAC and the U.S. Government shall have, and Subrecipient hereby does grant to each, a royaltyfree, nonexclusive and irrevocable right to use, reproduce, display, and publish, and authorize others to use, reproduce, display, and publish such works, for any purpose whatsoever (including to create derivative works).

9.1.4 Warranty of Legal Compliance and Non-Infringement of Deliverables. Subrecipient warrants that none of the deliverables provided by Subrecipient will violate any law or in any way infringe upon the rights of third parties, including rights of privacy and publicity, defamation, copyright or trademark.

9.1.5 Employee Agreements. Subrecipient shall each ensure that all of its employees that are performing work in support or furtherance of this Agreement assign all right, title, and interest in any data and copyrightable works produced by such effort to their employer (*i.e.* to Subrecipient).

9.2 Funding Acknowledgment. Subrecipient shall acknowledge the Federal Awarding Agency's funding support in any printed material or public announcement describing activities carried out in furtherance of this Agreement. Unless otherwise agreed by the Parties, such notice shall contain a credit substantially as follows:

"This project has been funded at least in part with Federal funds from the U.S. Department of Agriculture. The contents of this publication do not necessarily reflect the view or policies of the U.S. Department of Agriculture, nor does mention of trade names, commercial products, or organizations imply endorsement by the U.S. Government."

9.3 Survival. The rights and obligations of this Article IX (Data, Copyright and Funding Acknowledgment) shall survive the termination or expiration of this Agreement.

ARTICLE X

SECOND-TIER SUBAWARDS UNDER THIS AGREEMENT

10.1 Prior Approval. FRAC will consider requests to make subawards under this Agreement on a case-by-case basis (herein "Second-Tier Subawards"). All such Second-Tier Subawards shall require FRAC's prior approval as well as prior approval of the Federal Awarding Agency. Subrecipient shall include with any request for approval of a Second-Tier Subaward under this Agreement a budget for the Second-Tier Subaward as well as a statement of Subrecipient's intended approach to oversight of the second-tier subrecipient in a manner consistent with the requirements set forth in Section 10.2 (Subaward Oversight) immediately below.

10.2 Second-Tier Subaward Oversight. In the event that FRAC and the Federal Awarding Agency approve a Second-Tier Subaward under this Agreement, Subrecipient shall ensure that it (i) conducts a risk assessment as required by 2 C.F.R. § 200.332, (ii) executes a written subrecipient agreement with the second-tier subrecipient that "flows down" all terms and conditions of the Prime Award and this Agreement, and (iii) conducts oversight of the second-tier subrecipient in a manner consistent with 2 C.F.R. § 200.332. For cost-reimbursement Second-Tier Subawards, Subrecipient understands and agrees that any unallowable costs incurred by the Second-Tier Subrecipient shall be unallowable costs under this Agreement, subject to disallowance by FRAC.

10.3 Fixed Amount Second-Tier Subawards. FRAC will consider proposals of fixed amount Second-Tier Subawards and may recommend fixed amount Second-Tier Subawards under this Agreement to the Federal Awarding Agency. Any fixed amount Second-Tier Subaward proposal must be accompanied by a budget and budget narrative reflecting expected total cost of Second-Tier Subaward activities and recommended metrics or performance goals by which performance accomplishment (and the associated payment right of the second-tier subrecipient) will be measured. Subrecipient's attention is directed to 2 C.F.R. §§ 200.201(b) and 200.233 for reference to federal fixed amount subaward requirements.

ARTICLE XI
NOTICES

11.1 Certain Notices to be Delivered by Certain Means. Notices relating to (i) termination of this Agreement, and (ii) claims arising under or in relation to this Agreement, shall be effective only if made in writing and delivered personally or sent by overnight courier or certified or registered mail, return receipt requested, to the following individuals:

If to FRAC: Elias Yussuf
Grants Administrator
Food Research & Action Center
1200 18th Street, NW
Suite 400
Washington, D.C. 20036
Phone: (202) 986-2200
Email: eyussuff@frac.org

If to Subrecipient: Claude A. Jacob
Health Director
San Antonio Metropolitan Health District
100 W. Houston Street, 14th Floor, City of San Antonio, Texas, 78205
Phone: (210) 207-7873
Email: clauda.jacob@sanantonio.gov

11.2 All Other Notices. All other notices and communications may be delivered to the above individuals by email or other means reasonably calculated to provide effective notice. The Parties agree to cooperate in good faith regarding prompt acknowledgment of emailed notices.

ARTICLE XII
MISCELLANEOUS

12.1 No Waivers. No assent or waiver, express or implied, of any breach of any one or more of the covenants, conditions or provisions hereof shall be deemed a waiver of any other covenant, condition or provision hereof, or a waiver of any subsequent breach of the same covenant, condition or provision.

12.2 Severability. The provisions of this Agreement are severable. If any clause, sentence, provision or other portion of this Agreement is or becomes illegal, null, void, or unenforceable for any reason, or is held by any court of competent jurisdiction to be so, the remaining portions of this Agreement shall continue to be valid and enforceable as to the Parties hereto, unless the Parties agree that such a clause, sentence, provision, or other portion of this Agreement is of sufficient materiality to require amendment or termination of this Agreement.

12.3 Captions. The captions used herein as headings of the various articles hereof are for convenience only, and the Parties agree that such captions are not to be construed to be part of this Agreement or to be used in determining or construing the intent or content of this Agreement.

12.4 Assignment. The rights, obligations and responsibilities established herein shall not be assigned, delegated, or transferred by either Party without the express written consent of the other Party provided prior to assignment.

12.5 No Intended Third-Party Beneficiaries. There are no intended third-party beneficiaries of this Agreement. Neither the beneficiaries of the cooperative agreement project nor any individuals who may have a role in implementing the project (including, but not limited to, project directors or principal investigators) shall have, or be construed as having, any rights whatsoever to enforce the terms of this Agreement.

12.6 Entire Agreement; Amendments. This Agreement represents the complete understanding of the Parties with regard to the subject matter. Any amendment to this Agreement shall be in writing and signed by both Parties. Except for the specific provision of this Agreement which thereby may be amended, this Agreement shall remain in full force and effect after such amendment. This Agreement supersedes any other agreements or understandings between the Parties, whether oral or written, relating to the subject matter of this Agreement. No such other agreements or understandings may be enforced by either Party, nor may they be employed for interpretation purposes in any dispute involving this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives.

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| For: FOOD RESEARCH & ACTION CENTER, INC. | For: City of San Antonio |
| By: | By: |
| Print: Luis Guardia | Print: Claude A. Jacob |
| Title: President | Title: Health Director, San Antonio Metropolitan Health District |
| Date: | Date: |

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EXHIBIT A
STATEMENT OF WORK

Overview:

Subrecipient’s proposal is hereby incorporated by reference into the Statement of Work (“SOW”). To the extent that Subrecipient’s proposal differs from the terms of this Agreement, including this SOW’s express language, this Agreement shall govern.

The Project Summary below represents the full project proposal previously provided to FRAC by the Subrecipient. By signing this document, Subrecipient agrees to abide by the full project plan approved by FRAC and USDA.

Project Summary: The proposed project will investigate systemic barriers and social and environmental protective factors to child nutrition programs among Black and Latino youth, ages 12-18, from low income and low food access areas of San Antonio. These are target areas for Metro Health due to pervasive health disparities and high rates of food insecurity. The project will promote health equity by centering key community stakeholders throughout the project. Community stakeholders will be recruited through the support of Empower House and San Antonio Public Library. Key community stakeholders will include youth, parents, and service providers/staff. The research design, implementation, and analysis will be conducted by a local university with direct oversight of Community Nutrition's Nutrition Policy Lead. Metro Health can leverage interlocal agreements with many surrounding universities to achieve the results defined in this proposal. The research project will be organized in three phases. To ensure an equitable process, key community stakeholders will be included throughout each phase of the project. Phase I, covering the first six months of the project, will include recruiting community partners and coordinating logistics to conduct focus groups and key informant interviews. Community sessions, including focus groups and key informant interviews, will last 12 months and will make up Phase II. Phase II will include the design and administration of a survey and identifying systemic barriers and social and environmental protective factors to participation in child nutrition programs among Black and Latino youth. The focus groups and key informant interviews will provide insights into the lived experience of youth, parents, and service providers/staff regarding participation, or lack thereof, of child nutrition programs. Feedback obtained through these sessions will help standardize a definition for “high-quality foods”. This phase will also include active participation of key community stakeholders in developing goals and designing possible solutions. The project team will share findings back with key community stakeholders and revise action plan/recommendations with their input. Phase III, covering the last six months of the grant period, will be dedicated to analyzing data from surveys, synthesizing findings from the community sessions, and summarizing innovative solutions. Deliverables will include a comprehensive report summarizing common themes defining systemic barriers to child nutrition program participation, a standardized definition for “high-quality foods”, as well as innovative solutions to addressing these barriers. An action plan for intervention will be included in the report.

Specific Reporting Obligations:

- Narrative progress reports and data related to cooperative agreement activities must be submitted in a timely manner when requested by FRAC. The Parties expect that data sharing will be frequent in support of FRAC obligations to report quarterly on cooperative agreement performance (programmatic and financial) to USDA.
- Additional reasonable production of data and information as may be requested from time to time by FRAC in furtherance of the Prime Award.

Reporting Schedule:

| Reporting Period | | Report Due |
|------------------|-------------------------------------|-------------------|
| Q1 | November 6, 2023 - February 5, 2024 | March 6, 2024 |
| Q2 | February 6, 2024 - May 5, 2024 | June 6, 2024 |
| Q3 | May 6, 2024 - August 5, 2024 | September 6, 2024 |
| Q4 | August 6, 2024 - November 5, 2024 | December 6, 2024 |
| Q5 | November 6, 2024 - February 5, 2025 | March 6, 2025 |

| | | |
|----|-----------------------------------|-------------------|
| Q6 | February 6, 2025 - May 5, 2025 | June 6, 2025 |
| Q7 | May 6, 2025 - August 5, 2025 | September 5, 2025 |
| Q8 | August 6, 2025 - November 6, 2025 | December 5, 2025 |

EXHIBIT B
NEGOTIATED BUDGET
FOR FIXED AMOUNT

| November 6, 2023 - November 6, 2025 | |
|--|---------------------|
| Budget Category | Amount |
| Personnel (Salary/Wage & Fringe) | \$0.00 |
| Equipment/Supplies | \$11,000.00 |
| Travel* | \$0.00 |
| Contractual (includes second-tier subawards, or Partner Re grants) | \$222,094.00 |
| Other | \$3,056.00 |
| Indirect Costs | \$0.00 |
| Total Fixed Amount Award | \$236,150.00 |

*Travel costs only permitted with Federal Awarding Agency specific approval. Approval of travel costs will generally only be considered for meeting, conference and training-related travel.

PAYMENT STANDARDS

Taking into account the activities set forth in **Exhibit A** and the budget values set forth above (which were negotiated against the standards and limitations of the federal cost principles), the Parties agree that Payment shall be earned by Subrecipient under this fixed amount award as follows:

| Task / Performance Metric / Deliverable | Payment Amount | Evidence of Accomplishment* |
|--|----------------|--|
| Task 1 [In Progress]: Development of Contract with UTSA to conduct research, using Metro Health’s Master Research Agreement. Task 2 [In Progress]: Develop research plan. Task 3 [In Progress]: Ensure plan in place to provide incentives to both community stakeholders and community partners. Task 4: Create position and hire temporary HPSI to support the project. Task 5: Recruitment/Confirmation of community partners such as Empower House and San Antonio Public Library. | \$29,518.75 | Task 1: Contract executed [In Progress; November 2023 – April 2024]. Task 2: Plan outlined in contract [In Progress; November 2023 – April 2024]. Task 3: Plan in place for incentivizing community stakeholders and plan in place for incentivizing community partner organizations [In Progress; November 2023 – April 2024]. Task 4: HPSI hired [November 2023 – January 2024]. Task 5: Commitment secured from 2 organizations [November 2023 – January 2024]. |

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|---|-------------|--|
| Task 1: Development of Contract with UTSA to conduct research, using Metro Health’s Master Research Agreement. Task 2: Develop research plan. Task 3: Ensure plan in place to provide incentives to both community stakeholders and community partners. Task 6: : Coordination of logistics with community partners, UTSA, and community stakeholders to prepare for focus groups and key informant interviews. | \$29,518.75 | Task 1: Contract executed [November 2023 – April 2024]. Task 2: Plan outlined in contract [November 2023 – April 2024]. Task 3: Plan in place for incentivizing community stakeholders and plan in place for incentivizing community partner organizations [November 2023 – April 2024]. Task 6: Schedule mapped out and locations secured [February 2024 – April 2024]. |
| Task 7: Conduct at least 10 key informant interviews with service providers/staff at community-based organizations. Task 8 [In Progress]: Host at least 5 focus groups with at least 30 youth participants and at least 2 focus groups with at least 10 parents. | \$29,518.75 | Task 7: At least 10 key informant interviews conducted [May 2024-July 2024]. Task 8: At least 5 focus groups conducted [In Progress; July 2024 – May 2025]. |
| Task 8 [In Progress]: Host at least 5 focus groups with at least 30 youth participants and at least 2 focus groups with at least 10 parents. Task 9 [In Progress]: Develop survey to include demographics and question related to access to child nutrition programs. | \$29,518.75 | Task 8: At least 5 focus groups conducted [In Progress; July 2024 – May 2025]. Task 9: Survey developed and administered [In Progress; August 2024 – May 2025]. |
| Task 8 [In Progress]: Host at least 5 focus groups with at least 30 youth participants and at least 2 focus groups with at least 10 parents. Task 9 [In Progress]: Develop survey to include demographics and question related to access to child nutrition programs. | \$29,518.75 | Task 8: At least 5 focus groups conducted [In Progress; July 2024 – May 2025]. Task 9: Survey developed and administered [In Progress; August 2024 – May 2025]. |
| Task 8 [In Progress]: Host at least 5 focus groups with at least 30 youth participants and at least 2 focus groups with at least 10 parents. Task 9 [In Progress]: Develop survey to include demographics and question related to access to child nutrition programs. | \$29,518.75 | Task 8: At least 5 focus groups conducted [In Progress; July 2024 – May 2025]. Task 9: Survey developed and administered [In Progress; August 2024 – May 2025]. |
| Task 10: Conduct analysis of quantitative and qualitative data. | \$29,518.75 | Task 10: Statistical analysis and qualitative data analysis completed [May 2025 – August 2025]. |
| Task 11: Disseminate findings with community stakeholders. Task 12: Prepare final report with findings and recommendations for innovative solutions. | \$29,518.75 | Task 11: Findings shared through interactive presentations [September 2025- October 2025]. Task 12: Report produced, to include common themes around barriers and protective factors, innovative solutions, an action plan for intervention, and a list of policies to support as a public health organization [October 2025 – November 2025]. |

*The standard set forth in this table reflects the Parties expectations for routine evidence of accomplishment for routine payment requests. FRAC reserves the right, in its sole discretion, to require additional evidence of accomplishment.

In no case shall payment exceed the “Total Fixed Amount Award” value set forth in the negotiated budget.

EXHIBIT C
FEDERAL REQUIREMENTS

1. Financial Assistance Administrative, Policy, and Programmatic Requirements. In connection with the activities carried out under this Agreement, Subrecipient shall comply with applicable obligations of all pertinent federal laws, regulations, and guidance, including, but not limited to, the following:

1.2 Authorizing Statute and Regulations. 42 U.S.C. § 1771 (authorizing the federal Child Nutrition programs and all federal awards thereunder), to the extent applicable to activities under the Prime Award.

1.3 Uniform Administrative Requirements, Cost Principles, and Audit Requirement for Federal Awards (Uniform Guidance). 2 C.F.R. Part 200 as implemented by USDA at 2 C.F.R. Part 400. As this is a fixed amount subaward, Subrecipient shall not be required to demonstrate incurrence of allowable costs (as defined at 2 C.F.R. Part 200, Subpart E) in the course of performance. Subrecipient shall nonetheless be required to perform in a manner consistent with 2 C.F.R. Part 200, Subparts A, B, C, D, and F. In particular, Subrecipient should be familiar with the administrative requirements set forth in Subpart D and audit requirements of Subpart F.

1.4 Prime Award Terms and Conditions. The terms and conditions, including any special terms and conditions, of the Prime Award from the Federal Awarding Agency under which this subaward is made, a copy of which is provided as **Exhibit D**.

1.5 Civil Rights Act of 1964. The Civil Rights Act of 1964 and all other federal, state, or local laws, rules, and orders prohibiting discrimination; including, as applicable, Executive Order 11246, entitled “Equal Employment Opportunity,” as amended by Executive Order 11375, and as supplemented in U.S. Department of Labor regulations (42 C.F.R. Part 60).

1.6 Clean Air Act and Federal Water Pollution Control Act. All applicable standards, orders, and regulations issued pursuant to the Clean Air Act of 1970 (42 U.S.C. § 1857 *et seq.*) and the Federal Water Pollution Control Act (33 U.S.C. §1251 *et seq.*), as amended.

1.7 Drug Free Workplace Requirements. The drug-free workplace requirements set forth at 2 C.F.R. Part 382.

1.8. Federal Funding Accountability and Transparency Act (“FFATA”). Subrecipient acknowledges that FRAC may be required to report the execution of this subaward under the requirements of the Federal Funding Accountability and Transparency Act (“FFATA”) as applied to federal awards and subawards under the regulations set forth at 2 C.F.R. Part 170. Subrecipient shall provide any information necessary for FRAC to meet its FFATA reporting obligations.

2. Special Requirements of Prime Award. Subrecipient’s attention is called to the following requirements of the Prime Award, **Exhibit D**:

2.1 Cooperative Agreement Involvement by USDA. The USDA expects to have be directly involved in the day-to-day activities of this subaward. To that end, both FRAC and Subrecipient are required to cooperate in good faith with USDA in project implementation, including by sharing materials and information and participating in regular meetings with USDA.

2.2 Deliverables. Page 10 of the Prime Award describes the broad scope and nature of deliverables, to include, but not be limited to: a subrecipient administration plan, subrecipient request for applications (“RFA”) documents, subrecipient application summaries, evaluations plans and evaluation reporting, model project opportunity information and documentation, and national resource tools. Subrecipient must (i) participate in creation of such data, documents, resources, and tools, (ii) provide copies of any such data, documents, resources, and tools upon request to FRAC and the USDA, and (iii) convey such data, documents, resources, and tools with the license rights required under the Prime Award and Article IX (Data, Copyright and Funding Acknowledgement) of this Agreement.

2.3 Section 508 Compliance. Subrecipient shall cooperate in good faith with FRAC and USDA in preparing materials in a format that will facilitate accessibility consistent with Section 508 of the Rehabilitation Act of 1973. For reference, applicable standards, including information technology accessibility standards, are described at www.section508.gov.

3. Debarment, Suspension, and Exclusion. By executing this Agreement, the signatory for Subrecipient certifies that neither the Subrecipient, nor any of its principal employees involved in the activities funded under this Agreement, has been debarred, suspended, or excluded from participation in federal procurement contracts, federal financial assistance programs, or federal health care programs. Additionally, Subrecipient shall comply with the restrictions of 2 C.F.R. Part 180 as adopted by USDA at 2 C.F.R. Part 417.

4. Byrd Anti-Lobbying Amendment. By executing this Agreement, the signatory for Subrecipient certifies, to the best of their knowledge and belief, that:

4.1. 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 an 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.

4.2. If any funds other than federal appropriated funds have been paid or will be paid 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 this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

4.4. Subrecipient acknowledges that 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 31 U.S.C. § 1352. Subrecipient further acknowledges that any person who fails to file the required certification may be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

5. Whistleblower Rights. The activities funded under this Agreement are subject to the whistleblower rights and remedies established at 41 U.S.C. § 4712.

EXHIBIT D
PRIME AWARD DOCUMENT

Exhibit D refers to the FNS Award Terms and Conditions between FRAC (as "Grantee" and manager of Subrecipient Awards) and USDA FNS (as "Federal Awarding Agency"), which have been provided to Subrecipient. These Award Terms and Conditions, will remain in full force and effect throughout the award. By agreeing to this Subaward Agreement, Subrecipient also agrees to abide by the Award Terms and Conditions described therein.