

Research Subaward Agreement

Institution/Organization ("Prime Recipient") Name: <u>California State University East Bay Foundation Inc.</u> Prime Award No.: <u>U215P100060</u> Awarding Agency: <u>U.S. Department of Education</u>	Institution/Organization ("Subrecipient") Name: <u>Chabot College</u> Subaward No.: _____ CFDA #: _____ Amount Funded This Action: <u>\$29,572.00</u> Est. Total (if incrementally funded): <u>\$29,572.00</u>
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<u>Promise Neighborhoods Program</u>	
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Subaward Period of Performance: Budget Period: From: <u>10/01/2010</u> To: <u>09/30/2011</u>	Estimated Project Period (if incrementally funded): From: <u>10/01/2010</u> To: <u>9/30/2011</u>
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Project Title:
Hayward Promise Neighborhoods Project

Reporting Requirements (Check here if applicable: See Attachment 4)

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 director's, 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 Administrative 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 Attachments 1 and 2. Subrecipient also assures that it will comply with applicable statutory and regulatory requirements specified in the Research Terms & Conditions Appendix C found at <http://www.nsf.gov/bfa/dias/policy/rtc/apps.pdf>.

By an Authorized Official of Prime Recipient  _____ Date: <u>2/04/11</u>	By an Authorized Official of Subrecipient _____ Date: _____
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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 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 3A
Research Subaward Agreement

Subaward Number: _____

Prime Recipient Contacts

Institution/Organization ("Prime Recipient")

Name: California State University, East Bay Foundation, Inc.

Address: 25976 Carlos Bee Boulevard

City: Hayward

State: CA

ZipCode: 94542

Administrative Contact

Name: Dr. Linda Dobb

Address: California State University, East Bay

Academic Affairs

25800 Carlos Bee Boulevard

City: Hayward

State: CA

ZipCode: 94542

Telephone: 510-885-3733

Fax: 510-885-2295

Email: linda.dobb@csueastbay.edu

Principal Investigator

Name: Susan Rodearmel

Address: Department of Kinesiology

California State University, East Bay

City: Hayward

State: CA

ZipCode: 94542

Telephone: 510-885-4625

Fax: 510-885-2423

Email: sue.rodearmel@csueastbay.edu

Financial Contact

Name: Yashmeen Imroz

Address: Office of Grants and Sponsored Projects

California State University, East Bay

City: Hayward

State: CA

ZipCode: 94542

Telephone: 510-885-4212

Fax: 510-885-4618

Email: yashmeen.imroz@csueastbay.edu

Authorized Official

Name: James L.J. Houpls

Address: Academic Affairs

California State University, East Bay

City: Hayward

State: CA

ZipCode: 94542

Telephone: 510-885-3711

Fax: 510-885-2295

Email: james.houpls@csueastbay.edu

Attachment 3B
Research Subaward Agreement

Subaward Number:

Subrecipient Contacts

Institution/Organization ("Subrecipient")

Name: Chabot College

Address: 25555 Hesperian Blvd.

City: Hayward

State: CA

ZipCode: 94545

EIN No.: 94-1670563

Reg. in CCR? Yes No

DUNS No:

787243336

Congressional District:

CA-13

Congressional District:

CA-09

Congressional District:

Administrative Contact

Name: Tram Vo Kumamoto

Address: 25555 Hesperian Blvd.

City: Hayward

State: CA

ZipCode: 94545

Telephone: (510) 723-6897

Fax: (510) 782-9315

Email: tvokumamoto@chabotcollege.edu

Principal Investigator

Name:

Address:

City:

State:

ZipCode:

Telephone:

Fax:

Email:

Financial Contact

Name: Lorenzo Legaspi

Address: 5020 Franklin Drive

City: Pleasanton

State: CA

ZipCode: 94588

Telephone: (925) 485-5203

Fax: (925) 485-5255

Email: llegaspi@chabotcollege.edu

Authorized Official

Name: Lorenzo Legaspi, Vice Chancellor of Business Services

Address: Chabot-Las Positas Community College District

5020 Franklin Drive

City: Pleasanton

State: CA

ZipCode: 94588

Telephone: (925) 485-5203

Fax: (925) 485-5255

Email: LLegaspi@clpccd.org

Attachment #5

Hayward Promise Neighborhoods Project

Subcontract: Chabot College

Key Responsibilities in Work Plan:

- Ensure Chabot programs help build a continuum of solutions to the HPNP
- Participate in the Promise Neighborhood Community of Practice

Title: "Hayward Promise Neighborhoods Project"- Chabot CC Subcontractor

				Year 1 request	Cost Share
Personnel					
	<u>Annual Salary</u>	<u>% Effort</u>			
Tram Vo-Kumamoto	\$ 116,818	10%		\$0	\$11,682
Chabot Faculty Liaison	\$ 81,131	25%		\$20,283	
Chabot Institutional Research Staff	\$ 72,172	5%		\$3,609	
Subtotal Personnel				\$20,283	\$11,682
Fringe Benefits:					
	<u>Fringe Benefit Rate</u>	<u>Fringe for match</u>			
Tram Vo-Kumamoto	32%	32%		\$0	\$3,738
Chabot Math/Science Faculty Liaison	35%			\$7,099	
Chabot Institutional Research Staff	50%			\$1,804	
Subtotal Benefits				\$7,099	\$3,738
Total, Salary and Benefits				\$27,382	\$15,420
Other Costs					
Office Supplies				\$0	
Subtotal Other costs				\$0	
Contractual					
				\$0	
Travel					
Travel to attend National conference in DC for 1 person					
	<u>Cost/person</u>	<u># People</u>	<u># Days</u>		
Airfare	\$ 600			\$0	
Hotel	\$ 200		3	\$0	
Registration Cost	\$ 50			\$0	
Shuttle	\$ 70			\$0	
Per Diem	\$ 55		4	\$0	
Subtotal Travel				\$0	
Total Direct Costs (TDC)				\$27,382	
Indirect Costs (IDC)- 8% of TDC				\$2,191	
Total Request				\$29,572	\$15,420