

THE UNIVERSITY OF SOUTH FLORIDA

**SPONSORED RESEARCH PURCHASE EXEMPTION
FROM GENERAL ACCOUNTING AND PURCHASING PROCEDURES**

Under the provision of Section 1004.22, Florida Statutes, the exemption of the following purchase is recommended.

DESCRIPTION: Tampa VA Research and Education Foundation
Subagreement #6140-1042-01-B

PURPOSE: To perform the services as described in the project funded by the Henry M. Jackson Foundation for the Advancement of Military Medicine, Inc.

JUSTIFICATION: The services to be provided Tampa VA Research and Education Foundation were approved by the Henry M. Jackson Foundation for the Advancement of Military Medicine, Inc. Due to time constraints, because it is more expeditious and efficient to the accomplishment of the project, and because funding to USF was contingent upon all parties participating and the expertise they house, this exception is granted.

DocuSigned by:

Stephanie Rios

8/7/2024 | 15:09

Stephanie Rios

Director



Sponsored Research

FDP Cost Reimbursement Subaward

Federal Awarding Agency: Other [Type in Agency]		The Henry M. Jackson Foundation for the Advancement of Military Medicine, Inc.
Pass-Through Entity (PTE): The University of South Florida Board of Trustees		Subrecipient: Tampa VA Research and Education Foundation
PTE PI: M. Jason Highsmith		Sub PI: Jeffrey Heckman
PTE Federal Award No: W81XWH-18-2-0007		Subaward No: 6140-1042-01-B
Project Title: Resolving the Burden of Low Back Pain in Military Service Members and Veterans: A Multi-Site Pragmatic Trial		
Subaward Budget Period: Start: 05/01/2024 End: 04/14/2025		Amount Funded This Action (USD): \$ 14,948.00
Estimated Period of Performance: Start: End:		Incrementally Estimated Total (USD): \$

Terms and Conditions

1. PTE hereby awards a cost reimbursable subaward, (as determined by 2 CFR 200.331), to Subrecipient. The Statement of Work and budget for this Subaward are 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. Subrecipient shall submit invoices not more often than monthly and not less frequently than quarterly for allowable costs incurred. Upon the receipt of proper invoices, the PTE agrees to process payments in accordance with this Subaward and 2 CFR 200.305. All invoices shall be submitted using Subrecipient's standard invoice, but at a minimum shall include current and cumulative costs (including cost sharing), breakdown by major cost category, 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 shall be directed to the party's Authorized Official Contact, shown in Attachment 3A.
3. A final statement of cumulative costs incurred, including cost sharing, marked "FINAL" must be submitted to PTE's Principal Investigator Contact, as shown in Attachment 3A, not later than 45 days after the final Budget Period end date. The final statement of costs shall constitute Subrecipient's final financial report.
4. All payments shall be considered provisional and are 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 shall be directed to the appropriate party's Principal Investigator as shown in Attachments 3A and 3B. Technical reports are required as shown in Attachment 4.
6. Matters concerning the request or negotiation of any changes in the terms, conditions, or amounts cited in this Subaward, and any changes requiring prior approval, shall be directed to the PTE's Authorized Official Contact and the Subrecipient's Authorized Official Contact shown in Attachments 3A and 3B. Any such change made to this Subaward requires the written approval of each party's Authorized Official as shown in Attachments 3A and 3B.
7. The PTE may issue non-substantive changes to the Budget Period(s) and Budget Bilaterally. Unilateral modification shall be considered valid 14 days after receipt unless otherwise indicated by Subrecipient when sent to Subrecipient's Authorized Official Contact, as shown in Attachment 3B.
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 30 days written notice. Notwithstanding, if the Awarding Agency terminates the Federal Award, PTE will terminate in accordance with Awarding Agency requirements. PTE notice shall be directed to the Authorized Official Contact, and Subrecipient notice shall be directed to the Authorized Official 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 75 Appendix IX, as applicable
10. By signing this Subaward, including the attachments hereto which are hereby incorporated by reference, Subrecipient certifies that it will perform the Statement of Work in accordance with the terms and conditions of this Subaward and the applicable terms of the Federal Award, including the appropriate Research Terms and Conditions ("RTCs") of the Federal Awarding Agency, as referenced in Attachment 2. The parties further agree that they intend this subaward to comply with all applicable laws, regulations, and requirements.

By an Authorized Official of the PTE:  8/7/2024 Name: Stephanie Rios Date Title: Director, Sponsored Research	By an Authorized Official of the Subrecipient:  Digitally signed by Douglas Reeder Date: 2024.07.31 16:38:32 -04'00' 07/31/2024 Name: Douglas Reeder Date Title: Executive Director
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Attachment 1
Certifications and Assurances

Subaward Number:

6140-1042-01-B

Certification Regarding Lobbying (2 CFR 200.450)

By signing this Subaward, the Subrecipient Authorized Official certifies, to the best of his/her knowledge and belief, that 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 in accordance with 2 CFR 200.450.

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 PTE.

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. 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 (2 CFR 200.214 and 2 CFR 180)

By signing this Subaward, the Subrecipient Authorized Official certifies, to the best of his/her knowledge and belief that neither the Subrecipient 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, in accordance with 2 CFR 200.214 and 2 CFR 180.

Audit and Access to Records

Subrecipient certifies that it will provide PTE with notice of any adverse findings which impact this Subaward. Subrecipient certifies compliance with applicable provisions of 2 CFR 200.501-200.521. If Subrecipient is not required to have a Single Audit as defined by 200.501, Awarding Agency requirements, or the Single Audit Act, then Subrecipient will provide notice of the completion of any required audits and will provide access to such audits upon request. Subrecipient will provide access to records as required by parts 2 CFR 200.332 (a)(5), 200.337, and 200.338 as applicable.

Program for Enhancement of Contractor Employee Protections (41 U.S.C 4712)

Subrecipient is hereby notified that they are required to: inform their employees working on any federal award that they are subject to the whistleblower rights and remedies of the program; inform their employees in writing of employee whistleblower protections under 41 U.S.C §4712 in the predominant native language of the workforce; and include such requirements in any agreement made with a subcontractor or subgrantee.

The Subrecipient shall require that the language of the certifications above in this Attachment 1 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.

Use of Name

Neither party shall use the other party's name, trademarks, or other logos in any publicity, advertising, or news release without the prior written approval of an authorized representative of that party. The parties agree that each party may use factual information regarding the existence and purpose of the relationship that is the subject of this Subaward for legitimate business purposes, to satisfy any reporting and funding obligations, or as required by applicable law or regulation without written permission from the other party. In any such statement, the relationship of the parties shall be accurately and appropriately described.

Prohibition on Certain Telecommunication and Video Surveillance Services or Equipment

Pursuant to 2 CFR 200.216, Subrecipient will not obligate or expend funds received under this Subaward to: (1) procure or obtain; (2) extend or renew a contract to procure or obtain; or (3) enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services (as described in Public Law 115-232, section 889) as a substantial or essential component of any system, or as a critical technology as part of any system.

Attachment 2
Federal Award Terms and Conditions

Subaward Number
6140-1042-01-B

Required Data Elements

The data elements required by Uniform Guidance are incorporated in the attached Federal Award.

Awarding Agency Institute (If Applicable)

[]

Federal Award Issue Date	FAIN	Assistance Listing No.
10/13/23		12.420

Assistance Listing Program Title (ALPT)

Military Medical Research and Development

Key Personnel Per NOA

[]

This Subaward Is:

- Research & Development
- Subject to FFATA

General Terms and Conditions

By signing this Subaward, Subrecipient agrees to the following:

1. To abide by the conditions on activities and restrictions on expenditure of federal funds in appropriations acts that are applicable to this Subaward to the extent those restrictions are pertinent. This includes any recent legislation noted on the Federal Awarding Agency's website:

http://www.usamraa.army.mil/Pages/Resources.aspx

2. 2 CFR 200

3. The Federal Awarding Agency's grants policy guidance, including addenda in effect as of the beginning date of the period of performance or as amended found at:

http://www.usamraa.army.mil/Pages/Resources.aspx

4. Applicable Research Terms and Conditions, including any Federal Awarding Agency's Specific Requirements found at:

http://www.usamraa.army.mil/Pages/Resources.aspx

except for the following :

- a. No-cost extensions require the written approval of the PTE. Any requests for a no-cost extension shall be directed to the Administrative Contact shown in Attachment 3A, not less than 30 days prior to the desired effective date of the requested change.
- b. Any payment mechanisms and financial reporting requirements described in the applicable Federal Awarding Agency Terms and Conditions and Agency-Specific Requirements are replaced with Terms and Conditions (1) through (4) of this Subaward; and
- c. Any prior approvals are to be sought from the PTE and not the Federal Awarding Agency.
- d. Title to equipment as defined in 2 CFR 200.1 that is purchased or fabricated with research funds or Subrecipient cost sharing funds, as direct costs of the project or program, shall vest in the Subrecipient subject to the conditions specified in 2 CFR 200.313.
- e. Prior approval must be sought for a change in Subrecipient PI or change in Key Personnel (defined as listed on the NOA).

5. Treatment of program income: Additive

Special Terms and Conditions:

Data Sharing and Access:

Subrecipient agrees to comply with the Federal Awarding Agency's data sharing and/or access requirements as reflected in the NOA or the Federal Awarding Agency's standard terms and conditions as referenced in General Terms and Conditions 1-4 above.

No additional requirements

Data Rights:

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

Copyrights:

Subrecipient Shall Grant to PTE 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 solely for the purpose of and only to the extent required to meet PTE's obligations to the Federal Government under its PTE Federal Award.

Subrecipient grants to PTE the right to use any written progress reports and deliverables created under this Subaward solely for the purpose of and only to the extent required to meet PTE's obligations to the Federal Government under its Federal Award.

Promoting Objectivity in Research (COI):

Subrecipient must designate herein which entity's Financial Conflicts of Interest policy (COI) will apply: PTE

If applying its own COI policy, by execution of this Subaward, Subrecipient certifies that its policy complies with the requirements of the relevant Federal Awarding Agency as identified herein: The Henry M. Jackson Foundation for the Advancement of

Subrecipient shall report any financial conflict of interest to PTE's Administrative Representative or COI contact, as designated on Attachment 3A. Any financial conflicts of interest identified shall, when applicable, subsequently be reported to Federal Awarding Agency. Such report shall be made before expenditure of funds authorized in this Subaward and within 45 days of any subsequently identified COI.

Work Involving Human or Vertebrate Animals (Select Applicable Options)

No Human or Vertebrate Animals

IRB

Prior to execution of this agreement and annually thereafter

Human Subjects

Vertebrate Animals

The PTE requires verification of IRB and/or IACUC approval be sent to the Principal Investigator as required above:

Subrecipient agrees that any non-exempt human and/or vertebrate animal research protocol conducted under this Subaward shall be reviewed and approved by the appropriate Institutional Review Board (IRB) and/or its Institutional Animal Care and Use Committee (IACUC), as applicable and that it will maintain current and duly approved research protocols for all periods of the Subaward involving human and/or vertebrate animal research. Subrecipient certifies that the appropriate IRB and/or IACUC are in full compliance with applicable state and federal laws and regulations. The Subrecipient certifies that any submitted IRB / IACUC approval represents a valid, approved protocol that is entirely consistent with the Project associated with this Subaward. In no event shall Subrecipient invoice or be reimbursed for any human or vertebrate animals related expenses incurred in a period where any applicable IRB / IACUC approval is not properly in place.

Human Subjects Data (Select One) Human subjects data will not be addressed in this agreement

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This section left intentionally blank

Additional Terms

Pass-through entity and Subrecipient agree to adhere to the Appendix II Part 200 of 2 CFR, Uniform Administrative Requirement, Cost Principles and Audit Requirements for Federal Awards, if applicable and Subrecipient meets the definition of "Contractor" as defined by 2 CFR § 200.1. The relevant provisions are attached after this subagreement and prior to the Notice of Award.

Bills for fees and other compensation for services or expenses shall be submitted in detail and include adequate support sufficient for a proper pre-audit and post-audit thereof.

ATTACHMENT 2A

State of Florida Requirements

The Subrecipient is notified that PTE is a public university of the State of Florida and is subject to the laws and regulations set forth below. As such, PTE notifies Subrecipient of the following:

1. **PAYMENT.** PTE will make payment in accordance with PTE's Regulation 2202 entitled "Prompt Payment." Upon receipt of goods or services, PTE has five (5) business days to inspect and approve the goods or services, unless Subaward specifies a greater period of time. If PTE does not issue payment within 40 days of receipt of a proper invoice, PTE will pay to Subrecipient, an interest penalty at the rate established pursuant to §55.03(1) Fla. Stat. if the interest exceeds one dollar (\$1.00). Subrecipients experiencing payment problems may contact the Office of Sponsored Research at rsch-awards@usf.edu.
2. **CONTRACT CANCELLATION.** PTE may cancel this Subaward for Subrecipient's refusal to allow public access to all documents, papers, letters, or other material to which PTE is subject pursuant to the provisions of Chapter 119 and Fla. Stat. Section 1004.22(2) and made or received by the Subrecipient in conjunction with this Subaward. **IF SUBRECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE OFFICE OF THE GENERAL COUNSEL (813) 974-2131, BY EMAIL AT usfpr@usf.edu, OR BY MAIL at 4202 E. Fowler Avenue, CGS 301, Tampa, FL 33620-4301.**
3. **TRAVEL.** If the Subrecipient is a State of Florida entity that is subject to Florida Statutes 112.061, Subrecipient shall incur travel expenses in accordance with that statute. If the Subrecipient is not a State of Florida entity that is subject to Florida Statutes 112.061, then Subrecipient shall incur travel expenses in accordance with the provisions of the applicable prime award or grant and the travel allowances established by the Subrecipient.
4. If this Subaward is for the purchase of commodities and/or services for a period in excess of one fiscal year, the following statement applies: "The PTE's performance and obligation to pay under this subaward is contingent upon an annual appropriation by the Legislature." As a State of Florida public university that receives annual appropriation for its operation from the Florida legislature, PTE is required to include this statement notwithstanding that the funding for the project which is the subject of this Agreement may be provided from a source other than the Florida legislature.
5. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as contractor, supplier, sub-contractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted Subrecipient list.

6. E-Verify. Subrecipient certifies that it is registered with and uses the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Subrecipient during the term of this Agreement. If Subrecipient enters into a contract with a subcontractor to perform work or provide services pursuant to this Agreement, Subrecipient shall likewise require the subcontractor to comply with the requirements of this section, and the subcontractor shall provide to Subrecipient an affidavit stating that the subcontractor does not employ, contract with or subcontract with an unauthorized alien. Subrecipient shall maintain a copy of such affidavit for the duration of this Agreement. This Section serves as notice to Subrecipient regarding the requirements set forth herein and of PTE's obligation to terminate the Agreement if it has a good faith belief that Subrecipient has knowingly violated the requirements set forth herein. PTE reserves the right to order the immediate termination of any contract between Subrecipient and a subcontractor performing work on its behalf should PTE develop a good faith belief that the subcontractor has knowingly violated the requirements herein.

Attachment 3A
Pass-Through Entity (PTE) Contacts

Subaward Number:
6140-1042-01-B

PTE Information

Entity Name:

Legal Address:

Website:

PTE Contacts

Central Email:

Principal Investigator Name:

Email: Telephone Number:

Administrative Contact Name:

Email: Telephone Number:

COI Contact email (if different to above):

Financial Contact Name:

Email: Telephone Number:

Email invoices? Yes No Invoice email (if different):

Authorized Official Name:

Email: Telephone Number:

PI Address:

3515 E. Fletcher Avenue
Tampa, FL 33612

Administrative Address:

3702 Spectrum Blvd.
Suite 165
Tampa, FL 33612-9445

Invoice Address:

3515 E. Fletcher Avenue
Tampa, FL 33612

Attachment 3B

Subrecipient Contacts

Subaward Number:
6140-1042-01-B

Subrecipient Information for [FFATA](#) reporting

Entity's UEI Name: Tampa VA Research and Education Foundation

EIN No.: 59-3444354 Institution Type: Nonprofit with 501c3 Status (other than Inst. of Higher Ed.)

UEI: M2GKBDJJU6L3 Currently registered in SAM.gov: Yes No

Parent UEI: Exempt from reporting executive compensation: Yes No (if no, complete 3Bpg2)

Place of Performance Address
This section for U.S. Entities: Zip Code [Look-up](#)
Congressional District: FL-14 Zip Code+4: 33612-4745

James A Haley Veterans' Hospital
13000 Bruce B. Downs Blvd.
Tampa, FL 33612-4745

Subrecipient Contacts

Central Email: tvaref@tampavaref.org

Website: www.tampavaref.org

Principal Investigator Name: Jeffrey Heckman

Email: jeffrey.heckman@va.gov Telephone Number: (813) 972-2000

Administrative Contact Name: Mary Reeder

Email: mreeder@tampavaref.org Telephone Number: (813) 780-2623 ext. 102

Financial Contact Name: Douglas Reeder

Email: dreeder@tampavaref.org Telephone Number: (813) 780-2623 ext. 103

Invoice Email: dreeder@tampavaref.org

Authorized Official Name: Douglas Reeder

Email: dreeder@tampavaref.org Telephone Number: (813) 780-2623 ext. 103

Legal Address:

5620 E. Fowler Ave.,
Suite B
Temple Terrace, FL 33617

Administrative Address:

5620 E. Fowler Ave.,
Suite B
Temple Terrace, FL 33617

Payment Address:

5620 E. Fowler Ave.,
Suite B
Temple Terrace, FL 33617

Attachment 3B-2
Highest Compensated Officers

Subaward Number:
6140-1042-01-B

Subrecipient:

Institution Name: Tampa VA Research and Education Foundation

PI Name: Jeffrey Heckman

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
Reporting and Prior Approval Terms

Subaward Number:

6140-1042-01-B

Subrecipient agrees to submit the following reports (PTE contacts are identified in Attachment 3A):

Technical Reports:

- Monthly technical/progress reports will be submitted to the PTE's within days of the end of the month.
- Quarterly technical/progress reports will be submitted within 30 days after the end of each project quarter to the PTE's .
- Annual technical / progress reports will be submitted within days prior to the end of each budget period to the PTE's . 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.
- A Final technical/progress report will be submitted to the PTE's within days of the end of the Project Period or after termination of this award, whichever comes first.
- Technical/progress reports on the project as may be required by PTE's in order for the PTE to satisfy its reporting obligations to the Federal Awarding Agency.

Prior Approvals:

Carryover:

Other Reports:

- In accordance with 37 CFR 401.14, Subrecipient agrees to notify both the Federal Awarding Agency via designated portal and PTE's within 60 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 Federal Awarding Agency specific forms to the PTE's within 60 days of the end of the Project Period to be included as part of the PTE's final invention report to the Federal Awarding Agency.
A negative report is required:
- Property Inventory Report (only when required by Federal Awarding Agency), specific requirements below.

Additional Technical and Reporting Requirements:

Attachment 5
Statement of Work, Cost Sharing, Indirects & Budget

Subaward Number:

6140-1042-01-B

Statement of Work

Below Attached, pages

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

The James A. Haley VA will serve as the data collection site. Haley personnel will be responsible for study-related tasks including data collection, data management, and regulatory approvals with the VA central IRB. They will coordinate with the University of South Florida Administrative Coordinating Center.

The portion of the research will involve additional data collection for a retrospective chart review of Veterans with amputation who have attended amputation specialty clinic that have reported, been diagnosed with or received any intervention for back pain.

Budget Information

Indirect Information Indirect Cost Rate (IDC) Applied <input style="width: 50px; text-align: center;" type="text" value="39"/> % Rate Type: <input style="width: 150px;" type="text" value="Modified Total Direct Costs"/>	Cost Sharing <input style="width: 100px;" type="text" value="No"/> If Yes, include Amount: \$ <input style="width: 80px;" type="text"/>
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Budget Details Below Attached, pages

Budget Totals

Direct Costs	\$	<input style="width: 100%;" type="text" value="10,754.00"/>
Indirect Costs	\$	<input style="width: 100%;" type="text" value="4,194.00"/>
Total Costs	\$	<input style="width: 100%;" type="text" value="14,948.00"/>

All amounts are in United States Dollars

Tampa VA Research & Education Foundation
Budget Justification

Personnel

Four research physical therapists will perform data collections for a retrospective chart review of Veterans with amputation who have attended amputation specialty clinic that have reported, been diagnosed with or received any intervention for back pain.

Please see budget for individual physical therapist hourly rates. Fringe benefits are not requested.

Indirect Costs

The Tampa VA Research & Education Foundation F&A is 39%.

TITLE: RESOLVE (4/24 - 5/14/2024)										
A. Senior/Key Personnel							Year 1			
Name	Project Role	Donated	GS/Schedule	Hourly OT Rate	OT Salary	YR 1 in Work Days	FTE	Rqtd Salary	Rqtd Fringe	Year 1 - requested total
Highsmith/Heckman/Phillips	PI							\$ -		\$ -
B. Other Personnel										
Delikat, Jemy - overtime			GS 11/09	\$ 56.88	\$ 118,765	36.00	15%	\$ 2,457		\$ 2,457
McMahon-Grenz, Julie - overtime			GS 11/10	\$ 56.88	\$ 118,765	36.00	15%	\$ 2,457		\$ 2,457
Meghan, Kern - overtime			GS 12/7	\$ 50.00	\$ 104,400	36.00	20%	\$ 2,880		\$ 2,880
Ballistrea, Lisa - overtime			GS 12/8	\$ 51.39	\$ 107,302	36.00	20%	\$ 2,960		\$ 2,960
								\$ -		\$ -
								\$ -		\$ -
								\$ -		\$ -
								\$ -		\$ -
								\$ -		\$ -
								\$ -		\$ -
Total Salary Personnel (B) for Summa							# staff			
Total Salary Personnel (A + B)								\$ 10,754.00	\$ -	\$ 10,754
C. Equipment Description										
Total Equipment Costs										\$ -
D. Travel										
Total Travel Costs										\$ -
E. Other Costs										
Total Other Costs										\$ -
Total Costs (C thru E)										\$ -
Total Direct Costs (A thru E)										\$ 10,754
INDIRECT RATE			39%							\$ 4,194
GRAND TOTAL										\$ 14,948

start end business days
7/1/2024 8/19/2024 36

43.2 Delikat, Jemy - hours
43.2 McMahon-Grenz, Julie - hours
57.6 Meghan, Kern - hours
57.6 Ballistrea, Lisa - hours
201.60 total hours
3.00 hours/participant
67.2 participants that can be done by 31 August 2024

total funded balance
\$ 10,800.00 \$ 46

Attachment 6

Notice of Award (NOA) and any additional documents

- The following pages include the NOA and if applicable any additional documentation referenced throughout this Subaward.
- Not incorporating the NOA or any additional documentation to this Subaward.

Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in

connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See § 200.323.

(K) See § 200.216.

(L) See § 200.322.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014; 85 FR 49577, Aug. 13, 2020]

Attachment 5
Additional PTE Terms and Conditions

1. **Dispute Resolution.** In the event any controversy, claim, dispute, difference, or misunderstanding arises out of or relates to this Subaward (a "Dispute"), the Subrecipient and the PTE will attempt in good faith to amicably resolve such Dispute. If the parties are unable to resolve the Dispute within sixty days, each party will prepare a written position statement summarizing the unresolved issues and such party's proposed resolution. These position statements will be delivered to the designated senior officers of each party, who will then attempt to resolve the Dispute. If after thirty days following the submission of such position statements the parties continue to be unable to resolve the Dispute, either party may commence an action in a court of competent jurisdiction. Subrecipient agrees that the Maryland courts sitting in Montgomery County, Maryland and the appropriate appellate courts therefrom shall have jurisdiction to resolve Disputes.
2. **Governing Law.** RESERVED.
3. **Insurance.** The University of South Florida is a self-insured institution of the State of Florida and maintains comprehensive general liability protection coverage in accordance with section 768.28, and chapter 284, part II, Florida Statutes: \$200,000 per person, \$300,000 per occurrence. The University maintains workers' compensation insurance in full compliance with Florida Law.
4. **Limitation of Liability.** IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, OR INCIDENTAL DAMAGES ARISING OUT OF OR RELATING TO THIS SUBAWARD EVEN IF THE PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
5. **Indemnification.** To the extent of its limited waiver of sovereign immunity in Florida Statute 768.28, the University agrees to be responsible for actual damages attributable to the negligent acts or omissions of its officers, agents, and employees while acting within the scope of their employment by the University.
6. **U.S. Government Personnel.** PTE and U.S. Government personnel are engaged in active collaboration for the medical research program funded by the Federal Award. For the avoidance of doubt, it is understood and agreed by Subrecipient that U.S. Government personnel are not employees, agents, or representatives of the PTE and shall have no authority to legally bind PTE for any purpose.
7. **Publications.** It is understood that the research to be performed under the Subaward statement of work is part of a collaborative research project with other institutions and that Subrecipient's Project Director will be free to publish the results of his or her part of the research in collaboration with other investigators at other sites in this study. The Subrecipient agrees to submit a copy of any manuscript and/or abstract to the PTE Administrative Contact for review and comment thirty (30) days prior to its submission for publication. Subrecipient agrees to give the review comments serious consideration prior to publishing. In the event the PTE notifies Subrecipient that it intends to seek patent protection for material contained in a proposed publication, the time within which PTE shall provide Subrecipient its revisions and/or deletions to a proposed publication shall be extended by an additional sixty (60) days.

In all publications, Subrecipient shall acknowledge the support of the Awarding Agency, in accordance with the terms of the Federal Award, and the PTE's direction, as appropriate.
8. **Confidentiality.** In the performance of this Subaward, both parties may find it necessary to disclose information that the disclosing party deems to be proprietary and confidential ("Confidential Information"). All such information shall be reduced to writing and marked "Confidential" and, if disclosed orally, shall be reduced to writing and marked "Confidential" within thirty (30) days of disclosure. For purposes of this clause, "reduced to writing" includes

"Security Rule" means the Health Insurance Reform: Security Standards at 45 CFR part 160, 162, and part 164, subpart C.

Terms used in this provision, but not otherwise defined in this Subaward, shall have the same meaning as those terms in 45 CFR 160.103, 160.502, 164.103, 164.304 and 164.501.

(ii) The Subrecipient agrees not to use or further disclose Protected Health Information other than as permitted or required by the Subaward or as Required by Law.

(iii) The Subrecipient agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Subaward.

(iv) The Subrecipient agrees to use administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of electronic protected health information that it creates, receives, maintains, or transmits in the execution of this Subaward.

(v) The Subrecipient agrees to mitigate, to the extent practicable, any harmful effect that is known to the Subrecipient of a use or disclosure of Protected Health Information by the Subrecipient in violation of the requirements of this Subaward. If applicable, these mitigation actions will include as a minimum those listed in the TMA Breach Notification Standard Operating Procedure (SOP), which is available at: <https://www.health.mil/Military-Health-Topics/Privacy-and-Civil-Liberties/Breaches-of-PII-and-PHI>

(vi) The Subrecipient agrees to report to the Government any security incident involving protected health information of which it becomes aware.

(vii) The Subrecipient agrees to report to the Government any use or disclosure of the Protected Health Information not provided for by this Subaward.

(viii) The Subrecipient agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by the Subrecipient on behalf of the Government, agrees to the same restrictions and conditions that apply through this Subaward to the Subrecipient with respect to such information.

(ix) The Subrecipient agrees to ensure that any agent, including a subcontractor, to whom it provides electronic Protected Health Information, agrees to implement reasonable and appropriate safeguards to protect it.

(x) To the extent applicable, the Subrecipient agrees to provide access, at the request of the Government and in the time and manner designated by the Government, to Protected Health Information in a Designated Record Set, to the Government or, as directed by the Government, to an Individual in order to meet the requirements under 45 CFR 164.524.

(xi) To the extent applicable, the Subrecipient agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the Government directs or agrees to pursuant to 45 CFR 164.526 at the request of the Government or an Individual, and in the time and manner designated by the Government.

(xii) The Subrecipient agrees to make its internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by the Subrecipient on behalf of the Government, available to the Government, or at the request of the Government to the Secretary, in a time and manner reasonably designated by the Government or the Secretary, for purposes of the Secretary determining the Government's compliance with the Privacy Rule.

The Government shall not request the Subrecipient to use or disclose Protected Health Information in any manner that would not be permissible under the HIPAA Privacy Rule, the HIPAA Security Rule, or any applicable Government regulations (including without limitation, DoD 6025.18-R and DoD 8580.02-R) if done by the Government, except for providing Data Aggregation services to the Government and for management and administrative activities of the Subrecipient as otherwise permitted by this clause.

F. Termination

(i) **Termination.** A breach by the Subrecipient of this clause may subject the Subrecipient to termination of this Subaward.

(ii) **Effect of Termination.**

(a) If this Subaward has any records management requirements, the records subject to this clause should be handled in accordance with the records management requirements. If this Subaward does not contain any records management requirements, the records should be handled in accordance with paragraphs (b) and (c) below

(b) If this Subaward does not have records management requirements, except as provided in paragraph (c) of this section, upon termination of this Subaward, for any reason, the Subrecipient shall return or destroy all Protected Health Information received from the Government or created or received by the Subrecipient on behalf of the Government. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of the Subrecipient. The Subrecipient shall retain no copies of the Protected Health Information.

(c) If this Subaward does not have records management provisions and the Subrecipient determines that returning or destroying the Protected Health Information is infeasible, the Subrecipient shall provide to the Government notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Government and the Subrecipient that return or destruction of Protected Health Information is infeasible, the Subrecipient shall extend the protections of this Subaward to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as the Subrecipient maintains such Protected Health Information.

G. Miscellaneous

(i) **Regulatory References.** A reference in this clause to a section in the Privacy Rule, the Security Rule, DoD 6025.18-R, or DoD 8580.02-R means the section as in effect or as amended, and for which compliance is required.

(ii) **Survival.** The respective rights and obligations of Subrecipient under the "Effect of Termination" provision of this clause shall survive the termination of this Subaward.

(iii) **Interpretation.** Any ambiguity in this clause shall be resolved in favor of a meaning that permits the Government to comply with the Privacy Rule, the Security Rule, DoD 6025.18-R, and DoD 8580.02-R, as applicable.

10. Survival. The terms and conditions specified under this Attachment 5 shall survive the expiration or termination of this Subaward. In addition, all other Subaward terms and conditions that by their nature are intended to extend beyond the expiration or termination of this Subaward, shall also survive the expiration or termination of this Subaward.