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: Baptist Health South Florida, Inc. Subagreement #6419-1056-00-E
- <u>PURPOSE:</u> To perform the services as described in the project funded by the Patient Centered Outcome Research Institute.

<u>JUSTIFICATION:</u> The services to be provided Baptist Health South Florida, Inc. were approved by the Patient Centered Outcome Research Institute. 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

6/21/2024 | 12:03 EDT

Stephanie Rios Director Sponsored Research DocuSign Envelope ID: DD4F8A48-0962-40B9-A60C-BEB9DE467243

		FDP Cost Reimb	ursem	ent Subaward				
edera	al Awarding Agency: Othe	r [Type in Agency]		Patient Centered	Outcome Research Institute (PCORI)			
'ass-	Through Entity (PTE):		Subre	Subrecipient:				
The University of South Florida Board of Trustees				Baptist Health South Florida, Inc.				
PTE PI: Dinorah Martinez-Tyson				Ana Cristina Sandoval				
'TE Fe	deral Award No: AD-2020CD	-21171	Subaw	ard No: 6419-1056-00-E				
roject	Title: Culturally Adapted Onlir	e Couples Communication	on Progra	m for Latina Breast Cancer P	atients			
tart:		: 01/31/2025	Amount	Funded This Action (USD): \$,508.00			
stimat tart:	ed Period of Performance:		Increme	entally Estimated Total (USD): \$				
 Terms and Conditions 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. 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. <u>A final statement of cumulative costs incurred, including cost sharing, marked "FINAL" must be submitted to PTE's</u> <u>Principal Investigator</u> 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.							
	All payments shall be considered adjustment is necessary as a re			stment within the total estimated st the Subrecipient.	l cost in the event such			
	Matters concerning the technic as shown in Attachments 3A ar			l be directed to the appropriate as shown in Attachment 4.	party's Principal Investigator			
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.								
	The PTE may issue non-substa modification shall be considere Subrecipient's Authorized Offic	<u>d valid 14 </u> days after receip	t unless of	herwise indicated by Subrecipie	. Unilateral ent when sent to			
	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.							
	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, and Subrecipient notice shall be directed to the Authorized Official Contact, and Subrecipient notice shall be directed to the Authorized Official Contact, and 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.								
	sittherized Official of the PTE:		By an /	Authorized Official of the Subrec	ipient:			
'	lanie Rics	6/21/2024	<u> 12:0</u>		<u>ما ۶/17/2024</u> 7:			
	Stephanie Rios	Date	Name:	Scott Lipkin	Date			
	Director, Sponsored Researc	.h.	Title:	Vice President Researc				

El

Attachment 1

Certifications and Assurances

Subaward Number:

6419-1056-00-E

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 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, Ioan, 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

6419-1056-00-E

Required Data Elements		Awarding Agency	Institute (If	Applicable)				
The data elements required by Uniform								
Guidance are incorporated in the attached Federa	Federal Award Issue Date	FAIN	Assistance Listing No.					
		04/26/21						
This Subaward Is:		Assistance Listir	ng Program	Title (ALPT)				
Research & Development Subject to F	Key Personnel Per NOA							
General Terms and Conditions								
By signing this Subaward, Subrecipient agrees to the follo	wing:							
1. To abide by the conditions on activities and restriction	-	ederal funds in appropriatio	ons acts that	are applicable				
to this Subaward to the extent those restrictions are p								
Agency's website:								
https://www.pcori.org/funding-opportunities/awardee-resource	S							
2. 2 CFR 200								
3. The Federal Awarding Agency's grants policy guidan	ce, including addend	a in effect as of the beginnir	ng date of the	e period of				
performance or as amended found at:	, C	0	0	•				
https://www.pcori.org/funding-opportunities/awardee-resource	es							
4. Applicable Research Terms and Conditions, including	g any Federal Awardi	ng Agency's Specific Requi	rements fou	nd at:				
https://www.pcori.org/funding-opportunities/awardee-resources			e	except for the following				
a. No-cost extensions require the written approval of								
	chment 3A, not less t	han 30 days prior to the des	sired effectiv	e date of the requested				
change.	roquiromonto dooorik	ad in the applicable Ecdera	l Awardina /	and Terms and				
 Any payment mechanisms and financial reporting Conditions and Agency-Specific Requirements are 								
c. Any prior approvals are to be sought from the PTE				abarrara, arra				
d. Title to equipment as defined in 2 CFR 200.1 that	is purchased or fabri	cated with research funds o						
funds, as direct costs of the project or program, sh								
e. Prior approval must be sought for a change in Sul	precipient PI or chang	ie in Key Personnel (defined	d as listed or	n the NOA).				
5. Treatment of program income: Additive								
Special Terms and Conditions:								
Data Sharing and Access:								
Subrecipient agrees to comply with the Federal Award or the Federal Awarding Agency's standard terms and	ing Agency's data sh	aring and/or access require	ments as ref	lected in the NOA				
	conditions as relevel							
No additional requirements								
Data Rights:								
Subrecipient grants to PTE the right to use data create extent required to meet PTE's obligations to the Feder	ed in the performance	of this Subaward solely for its PTF Federal Award	the purpose	of and only to the				
Copyrights:								
	walty-free non trong	erable, non-exclusive right	and liconso					
reproduce, make derivative works, display, and perform	n publicly any copyrid	ints or copyrighted material	(including a	nv computer				
software and its documentation and/or databases) first	developed and deliv	ered under this Subaward s	olely for the	purpose of and				
only to the extent required to meet PTE's obligations to								
Subrecipient grants to PTE the right to use any written purpose of and only to the extent required to meet PTE	progress reports and E's obligations to the	deliverables created under	this Subawa its Federal A	ard solely for the ward.				
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, <u>Subrecipient certifies that its policy complies with the requirements of</u> the relevant Federal Awarding Agency as identified herein: Patient Centered Outcome Research Institute (PCORI)

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	s (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 ap	proval be sent to the	Administrative Contact as required above:
, , ,	' I	
	L	esearch protocol conducted under this Subaward shall be reviewed and
Subrecipient agrees that any non-exempt human and approved by the appropriate Institutional Review Boar	/or vertebrate animal ro rd (IRB) and/or its Insti	esearch protocol conducted under this Subaward shall be reviewed and tutional Animal Care and Use Committee (IACUC), as applicable and that
Subrecipient agrees that any non-exempt human and approved by the appropriate Institutional Review Boar it will maintain current and duly approved research pro	/or vertebrate animal ro rd (IRB) and/or its Insti ptocols for all periods of	esearch protocol conducted under this Subaward shall be reviewed and tutional Animal Care and Use Committee (IACUC), as applicable and that of the Subaward involving human and/or vertebrate animal research.
Subrecipient agrees that any non-exempt human and approved by the appropriate Institutional Review Boar it will maintain current and duly approved research pro Subrecipient certifies that the appropriate IRB and/or	/or vertebrate animal re rd (IRB) and/or its Insti otocols for all periods of IACUC are in full comp	esearch protocol conducted under this Subaward shall be reviewed and tutional Animal Care and Use Committee (IACUC), as applicable and the of the Subaward involving human and/or vertebrate animal research. Indiance with applicable state and federal laws and regulations. The
Subrecipient agrees that any non-exempt human and approved by the appropriate Institutional Review Boar it will maintain current and duly approved research pro Subrecipient certifies that the appropriate IRB and/or Subrecipient certifies that any submitted IRB / IACUC	/or vertebrate animal ro rd (IRB) and/or its Insti otocols for all periods of IACUC are in full comp approval represents a	esearch protocol conducted under this Subaward shall be reviewed and tutional Animal Care and Use Committee (IACUC), as applicable and the of the Subaward involving human and/or vertebrate animal research.

This section left intentionally blank

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. <u>PAYMENT.</u> 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. <u>CONTRACT CANCELLATION.</u> 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. <u>TRAVEL.</u> 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.

Subaward Number: Attachment 3A 6419-1056-00-E **Pass-Through Entity (PTE) Contacts PTE Information** The University of South Florida Board of Trustees Entity Name: Legal Address: 4202 East Fowler Ave. Tampa, Florida 33620 Website: www.usf.edu **PTE Contacts** rsch-awards@usf.edu Central Email: Principal Investigator Name: Dinorah Martinez-Tyson Email: dmtyson@usf.edu Telephone Number: (813) 974-5172 Administrative Contact Name: Silvia Alvarez Email: silviaa@usf.edu Telephone Number: (813) 974-1089 COI Contact email (if different to above): coi-research@usf.edu Financial Contact Name: Stephanie Rios Telephone Number: (813) 974-6001 Email: rsch-awards@usf.edu Email invoices? (Yes (Invoice email (if different): dmtyson@usf.edu No Authorized Official Name: Stephanie Rios rsch-awards@usf.edu Telephone Number: (813) 974-6001 Email: **PI Address:**

13201 Bruce B. Downs Blvd. MDC 56 Tampa, FL 33612-3807

Administrative Address:

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

Invoice Address:

13201 Bruce B. Downs Blvd. MDC 56 Tampa, FL 33612-3807

Attachment 3B

Subaward Number:

6419-1056-00-E

				Subrecipient	Contacts		0419-1030-00-L		
Subrecipient	t Infor	L mation for	FFATA	reporting					
Entity's UEI N				South Florida, Inc.					
EIN No.:	65	5-0267668 Institution Type: Nonprofit with 501c3 Status (other than Inst. of Higher Ed.)							
UEI:	76	Currently registered in SAM.gov: Yes No Z6JSBD9CD339 Exempt from reporting executive compensation: Yes No (if no, complete 3Bpg2)							
Parent UEI: This section for U.S. Entities: Zip Code Look-up									
Place of Perfo		ce Address		Congressional District: F			33143-2118		
	Jinan								
				ndall Drive					
		Miami, F	-L 3317	0-2110					
Subrecipier	nt Cor	ntacts							
Ce	entral	Email:							
W	/ebsite	9:	www.	baptisthealth.net					
Principal Inv	estiga	itor Name:	Ana (Cristina Sandoval					
Er	nail:	anasand	@baptist	health.net	Telephone Number:	(407) 823-2850		
Administrativ	e Cor								
	nail:			sthealth.net	Telephone Number:	(786	527-7081		
						(700)	527-7901		
Financial Co				y Belz	1	_			
	nail:		@baptis	thealth.net	Telephone Number:	(786)) 527-7994		
In	voice	Email:							
Authorized C	Official	Name:	Scott	Lipkin					
Er	mail:	scottli@b	aptisthe	alth.net	Telephone Number:	(786)) 527-8024		
Legal Addre	ess:								
6855 F	Red F	Road							
Coral	Gable	es, FL 33	143						
Administrati	ive Ac	ddress:							
1500 \$	San F	Remo Ave	enue,						
Suite ²	145								
Miami	, FL 3	33146							
Payment Ad	dress	:							
1500	San F	Remo Av	enue,						
Suite									
Miami	i, FL 🕻	33146							

Attachment 3B-2

Subaward Number: 6419-1056-00-E

Highest Compensated Officers

Subrecipient:

Institution Name:	Baptist Health South Florida, Inc.
PI Name:	Ana Cristina Sandoval

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 Compens	ation:
Officer 2 Name:	
Officer 2 Compens	ation:
Officer 3 Name:	
Officer 3 Compens	ation:
Officer 4 Name:	
Officer 4 Compens	sation:
Officer 5 Name:	
Officer 5 Compens	sation:

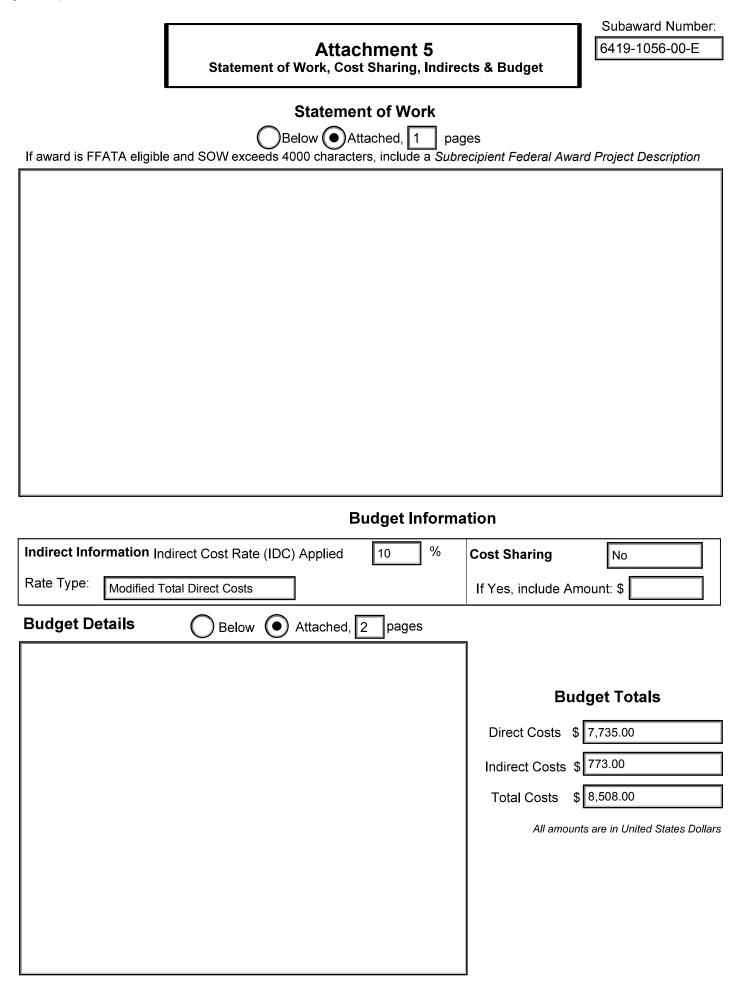
Subaward Number:

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 Administrative Contact within 15 days of 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 Administrative Contact
Annual technical / progress reports will be submitted within 60 days prior to the end of each budget period to the PTE's Administrative Contact . 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 Administrative Contact within 60 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 Administrative Contact in order for the PTE to satisfy its reporting obligations to the Federal Awarding Agency.
Prior Approvals:
Carryover: Carryover is automatic
Other Reports:
In accordance with 37 CFR 401.14, Subrecipient agrees to notify both the Federal Awarding Agency via designated ports and PTE's Administrative Contact 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 Administrative Contact 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.

Attachment 4

Reporting and Prior Approval Terms

Additional Technical and Reporting Requirements:



Baptist Hospital-Statement of Work

Dr. Ana Cristina Sandoval Leon will provide essential expertise in the clinical management and treatment of breast cancer and its associated co-morbidities. her knowledge and insights will provide important guidance for the proposed project entitled, "Culturally Adapted Online Couples Communication Program for Latina Breast Cancer Patients and their Partners". Dr. Sandoval Leon will identify patients in her clinic who meet the inclusion criteria and invite these patients to participate in the study. Dr. Sandoval Leon will also participate in research meetings and engage with the USF PI and her team through the remainder of the study.



PRINCIPAL INVESTIGATOR (LAST, FIRST, MIDDLE):

BUDGET JUSTIFICATION TEMPLATE

No page limit. Refer to the PCORI Submission Instructions, available in the PCORI Funding Center, for additional guidance.

Institution Name (Subcontracted Organization): Baptist Hosptial

Personnel Costs:

Ana Cristiana Sandoval Leon, MD-Co-Investigator; XX CM. Dr. Sandoval Leon is a board-certified oncologist specializing in the treatment of breast cancer at Baptist Hospital. She will identify patients from her clinic who meet the inclusion criteria, and invite these patients to participate in the study as well as participate in research meetings and engage with USF PI and her team through the remainder of the study.

Consultant Costs: None

Supply Costs: None

Travel Costs: None

Other Expenses: None

Equipment Costs: None

Subcontract Organization: Institution Name:	Baptist Health South Florida, Inc. University of South Florida							×			
Principal Investigator (Last, First, Middle):	Matinez-Tyson, Dinorah								cori		
DETAILED BUDGET - YEAR THREE (of the project)									THROUGH		
information must needed. Refer to t	be entered the PCORI Su	ete a Detailed Budget fo in the Personnel tab cor bmission Instructions, a this template as a PL	r each subcontractor org responding to that year i vailable on the PCORI Fu DF file to PCORI Online in	anization pr n this templ nding Oppor the designa	oposed in you ate. Add addit tunities page, ted field.	ional rows for	personnel as	2/1/2024	1/31/2025		
		nts requested (omit cent THER PERSONNEL	ts) for salary requested a	na fringe be	nefits.						
SENIOR/RET PER	3011. & 01			ТҮРЕ					REQUESTED		
NAME		ROLE	KEY PERSONNEL	APPT. (MONTH S)	INST. BASE SALARY	PERCENT EFFORT	SALARY REQUESTE D	FRINGE BENEFITS	TOTALS		
Ana Cristiana Sa	ndoval Le	Site PI, Co-I	Х	12	221,900	3%	6,387	1,348	7,735		
			_						0		
									0		
									0		
A. SUBTOTAL PE	RSONNEL	COSTS					\$6,387	\$1,348	\$7,735		
							+ • / • • •	<i>+ =/</i>	<i>,,,,,,,</i> ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,		
		DETAILED		HREE (CC	NTINUED)						
			OTHER DIRECT	COSTS	-						
							SUBTOTALS	TOTALS			
CONSULTANT C	OSTS							0			
EQUIPMENT								0			
SUPPLIES (Itemize by Category)								0			
TRAVEL											
OTHER EXPENSES (Itemize by Category)								0			
SUBCONTRACTO	OR COSTS				Direct Cost	ts		0			
B. TOTAL OTHER	R DIRECT C	COSTS FOR BUDGET	PERIOD	1				0			
C. SUBTOTAL DI	RECT COS	TS FOR BUDGET PER	RIOD (A+B)					7,735			
D. SUBCONTRA	CTOR COS	TS		Facilities	and Admini	istrative Cos		\$0			
E. TOTAL DIREC	T COSTS F	OR BUDGET PERIOD	D (C+D)					\$7,735			
		FOR BUDGET PERIC	D					\$773 \$8,508			
TOTAL COSTS FO	OTAL COSTS FOR BUDGET PERIOD (E+F)										

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 <u>41 U.S.C. 1908</u>, 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 <u>41 CFR Part 60</u>, all contracts that meet the definition of "federally assisted construction contract" in <u>41 CFR Part 60-</u><u>1</u>.3 must include the equal opportunity clause provided under <u>41</u> CFR 60-1.4(b), in accordance with <u>Executive Order 11246</u>, "Equal Employment Opportunity" (<u>30 FR 12319</u>, 12935, <u>3</u> CFR Part, 1964-1965 Comp., p. 339), as amended by <u>Executive Order 11375</u>, "Amending <u>Executive Order 11246</u> Relating to Equal Employment Opportunity," and implementing regulations at <u>41</u> <u>CFR part 60</u>, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) <u>Davis-Bacon Act</u>, as amended (<u>40</u> U.S.C. <u>3141</u>-<u>3148</u>). 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) <u>Contract Work Hours and Safety Standards Act</u> (40 U.S.C. <u>3701-3708</u>). 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 <u>40</u> U.S.C. <u>3702</u> and <u>3704</u>, as supplemented by Department of Labor regulations (<u>29 CFR Part 5</u>). Under <u>40</u> U.S.C. <u>3702</u> 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 <u>40 U.S.C. 3704</u> 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 <u>37 CFR § 401.2</u> (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 <u>37 CFR Part 401</u>, "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) <u>Clean Air Act (42 U.S.C. 7401-7671q.</u>) and the <u>Federal Water Pollution Control Act (33</u> U.S.C. <u>1251-1387</u>), 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 <u>Clean Air Act (42 U.S.C. 7401-7671q</u>) and the <u>Federal Water Pollution Control Act</u> as amended (<u>33 U.S.C. 1251-1387</u>). 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 <u>2</u> 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 <u>2</u> CFR 180 that implement Executive Orders 12549 (<u>3 CFR part 1986</u> Comp., p. 189) and 12689 (<u>3 CFR part 1989</u> 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 (<u>31 U.S.C. 1352</u>) - 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 <u>31 U.S.C.</u> <u>1352</u>. 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 <u>§ 200.323</u>.
- (K) See <u>§ 200.216</u>.
- (L) See <u>§ 200.322</u>.

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