

**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: United Way Miami, Inc.  
Subagreement #3700-0017-00-M

PURPOSE: To perform the services as described in the project funded by the Helios Education Foundation.

JUSTIFICATION: The services to be provided United Way Miami, Inc. were approved by the Helios Education Foundation. 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*

7/15/2024 | 13:34

Stephanie Rios

Director

Sponsored Research

**FIXED PRICE SUBAGREEMENT  
BY AND BETWEEN  
UNIVERSITY OF SOUTH FLORIDA  
AND  
UNITED WAY MIAMI, INC.**

<b>Pass-through Entity (PTE):</b> The University of South Florida Board of Trustees for University of South Florida	<b>Subrecipient:</b> United Way Miami, Inc.
<b>PTE Principal Investigator (PI):</b> Cynthia DeLuca	<b>Subrecipient Principal Investigator (PI):</b> Yvette Zaragoza
<b>PTE Award No:</b>	<b>Subaward No.:</b> 3700-0017-00-M
<b>Awarding Agency:</b> Helios Education Foundation	<b>Award Issue Date:</b>
<b>Amount Funded This Action:</b> \$25,000	<b>UEI:</b>
<b>Project Title:</b> Better FAFSA Summer Completion	<b>Subaward Period of Performance:</b> <b>Start:</b> 05/15/2024 <b>End:</b> 06/30/2024
<b>Facilities and Administration Costs:</b> Yes ___ No <u>X</u>	<b>Indirect Cost Rate Applicable:</b> <u>0</u> %
<b>Is this Award R &amp; D:</b> Yes ___ No <u>X</u>	<b>Check all that apply:</b> Subject to FFATA ___ Reporting Requirements <u>X</u> Cost Sharing ___

THIS SUBAGREEMENT (“**Agreement**”) is entered into by The University of South Florida Board of Trustees for the Florida College Access Network at the University of South Florida (“**University**” or “**FCAN**”) and United Way Miami, Inc. (“**Subrecipient**”), in connection with the University’s grant from the Helios Education Foundation (“**Foundation**”). The University hereby retains the Subrecipient to participate in the project entitled “Better FAFSA Summer Completion.” In consideration of their mutual promises and obligations contained in this Agreement, the parties agree as follows:

## I. PERIOD OF PERFORMANCE

The period of performance under this Agreement begins **May 15, 2024** and ends **June 30, 2024**. The term may be extended by mutual written agreement of the parties.

## II. WORK PLAN / PROJECT ADMINISTRATION.

The Subrecipient will perform the activities described in Attachment 1, Scope of Work and Grant Narrative, in accordance with the terms and conditions of this Agreement and in compliance with all applicable laws and regulations. The Subrecipient Project Director named below will direct Subrecipient’s activities under this Agreement.

The contact information for the parties is as follows:

**For the Subrecipient:**

Project Director:

3250 SW 3<sup>rd</sup> Ave.  
Miami, FL 33129  
Phone: (305) 646-7128  
Email: zaragozay@unitedwaymiami.org

Administrative Contact:

Katherine Leiva  
3250 SW 3<sup>rd</sup> Ave.  
Miami, FL 33129  
Phone: (786) 234-6862  
Email: leiva@dadeschools.net

**For the University:**

Project Director:

Cynthia DeLuca  
Vice President for Student Success  
University of South Florida  
Office of the Provost and Executive Vice President  
4202 E. Fowler Avenue, CGS401  
Tampa, Florida 33620  
Phone: (813) 974-3077  
deluca@usf.edu

Administrative contact:

Stephanie Rios  
Assistant Director  
USF Sponsored Research  
4019 E. Fowler Avenue, Suite 100  
Tampa, FL 33617-2008  
(813) 974-6095

### **III. ALLOCATION OF FUNDS**

The University agrees to compensate the Subrecipient on a fixed price basis, as per Attachment 2, for an amount of **\$25,000**. Reimbursement of travel expenses would be subject to F.S. 1004.22. However, this is a Fixed Price Subagreement and payment is based on performance and not reimbursement of cost. Payments will be made based on the schedule found in Attachment 2. It is further agreed that all invoices (Attachment 3) should reference the Subagreement Number, contain an original signature of an authorized official of the Subrecipient and should be sent to the University's Project Director for approval (see Article II for the address).

The University's performance and obligation to pay under this Subagreement is contingent upon an annual appropriation by the Legislature, to the extent, if any, that appropriated funds are involved in the performance of this Subagreement.

Subrecipient agrees to maintain expenditure documentation in detail sufficient for a proper invoice evaluation in the event that it is warranted. This includes Subrecipient's official payroll ledgers and the most recent certified effort report or manual effort attestation for the most recent reporting period for those individuals not required to certify effort.

The funds provided under this Subagreement may not be expended for the purpose of lobbying the Florida Legislature or a State of Florida agency.

### **IV. PERFORMANCE DEFICIENCY**

If University determines that the performance by the Subrecipient is unsatisfactory, the University will notify the Subrecipient of the deficiency to be corrected. The correction shall be made within the time-frame specified by the University. The time frame given will depend on the nature of the deficiency. If the deficiency is not adequately remedied within the specified timeframe, University may withhold payment of the subaward until such deficiency is corrected.

### **V. PAYMENT RESPONSIBILITIES**

The University shall issue payment within 40 days after receipt of an acceptable invoice and receipt, inspection, and acceptance of goods and/or services provided in accordance with the terms and conditions of the purchase order/contract. Any penalty for delay in payment shall be in accordance with applicable law.

In accordance with 2 CFR Chapter 2 §200.201(b)(3), upon completion of the work described in Attachment 1 Subrecipient must certify in writing to the University that the project was completed and the level of effort was expended. If the required level of activity or effort was not carried out, the amount of the award must be adjusted.

The University's vendor ombudsman, whose duties include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from the University may be contacted at (813) 974-2481.

## **VI. INDEPENDENT CONTRACTORS.**

The relationship of the parties is that of mutually independent contractors. Each party and its officers, employees, agents, subcontractors, or other contractors shall not be deemed by virtue of this Agreement to be the officers, agents, or employees of the other party. Each party assumes the risk of all liability arising from its respective activities under this Agreement and from the acts or omissions of its respective officers, agents, and employees.

## **VII. AUDIT REPORTS**

Subrecipient agrees to comply with the requirements of The Electronic Code of Federal Regulations, Title 2, Subtitle A, Chapter II, Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards) otherwise referred to as 2 CFR §200. Subrecipient further agrees to provide University with copies of any of the independent auditors' reports that present instances of non-compliance with federal laws and regulations, which bear directly on the performance, or administration of this Subagreement. In cases of such non-compliance, Subrecipient will provide copies of responses to auditors' reports and a plan for corrective action within 30 business days. All records and reports prepared in accordance with the requirements of 2 CFR §200 shall be available for inspection by the University or the Agency during normal business hours.

Subrecipient agrees to provide to University a copy of any audit-related management or audit letter issued during the Subagreement period of performance, within two weeks of receipt by the Subrecipient. Failure to provide this documentation will constitute a breach of contract. In the event that the University identifies a breach of this provision, the University will provide Subrecipient with written notice of such breach. Subrecipient will be provided 10 days to cure such breach. Failure to cure such breach may result in a withholding of payments and/or termination of the Subagreement in whole or in part.

Upon review of the audit or management letter, University may request, in writing, that Subrecipient submit a corrective action plan to cure any significant deficiencies or material weaknesses identified in the letter. If required by the University, Subrecipient agrees to submit the corrective action plan to the University in writing within thirty (30) days and consents to implement these measures within 60 days.

The Subrecipient shall be responsible for payment of any and all audit exceptions that are identified by the audit agency. Payments to Subrecipient for costs found to be unallowable by such audit shall be refunded directly to the University by the Subrecipient.

## **VIII. PUBLIC RECORDS**

University is a public entity of the state of Florida and is therefore subject to the provisions of Chapter 119, Florida Statutes ("Florida Public Records Act"). University reserves the absolute right to interpret its legal obligations under the Florida Public Records Act.

This Subagreement may be canceled by the University without prior notice for refusal by the Subrecipient to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Subrecipient in conjunction with this Subagreement.

## **IX. TERMINATION**

This Subagreement may be terminated by either party upon no less than 30 days' notice, with or without cause; notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. In case of termination, only the percent of satisfactory progress actually achieved to the date of termination will be due and payable to the Subrecipient, as well as any non-cancellable obligations.

In the event that Subrecipient's project director becomes unable or unwilling to continue the project activities hereunder, and a mutually acceptable substitute is not available, University shall have the option to terminate this Subagreement.

## **X. NON-DISCRIMINATION**

As a condition of this contract the Subagreement agrees to comply with Section 202, Executive Order 11246, as amended by Executive Order 11375, and regulations published by the U.S. Department of Labor implementing Section 503 of the Rehabilitation Act of 1973, Public Law 93-112, as amended, which are incorporated herein by reference.

## **XI. DELEGATION OF AUTHORITY**

This Subagreement is valid and enforceable only upon being signed by persons authorized to bind the Subagreement hereto, and by all persons required by Florida law or University policy to sign an agreement of this nature in order to bind the University hereto.

## **XII. PUBLIC ENTITY CRIME**

In accordance with F.S. 287.133(2)(a), a Subrecipient, person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime, may not submit in bids or proposals, may not be awarded or perform work or transact business with any public entity in excess of the threshold amount provided in F.S.287.017 for category Two for a period of 36 months from the date placed on the list.

## **XVI. AWARD CLOSEOUT**

Subrecipient is required to submit one original report to the University as outlined below. University accepts electronic submissions using e-mail and pdf attachments.

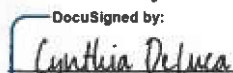
<b><u>Report Type</u></b>	<b><u>Submit to University</u></b>	<b><u>Due</u></b>
<b>Progress Report</b>	<b>Principal Investigator</b>	<b>Upon request by University PI to allow University to complete its annual report to Agency</b>
<b>Final Report</b>	<b>Principal Investigator</b>	<b>No later than 15 days after the end date of the period of performance</b>
<b>Final Invention Statement</b>	<b>Authorized Official or Administrative Contact</b>	<b>Within 60 days from Subagreement expiration date</b>
<b>Final Invoice</b>	<b>Authorized Official or Administrative Contact</b>	<b>No later than 15 days after the end date of the period of performance</b>
<b>Overpayment, Unearned Payment, or Refunds</b>	<b>Authorized Official</b>	<b>Within 30 days of the Subagreement expiration date</b>
<b>Acquisition of Real or Personal Property</b>	<b>Authorized Official or Administrative Contact</b>	<b>No later than 30 days after the end date of the period of performance</b>


**[SIGNATURE PAGE FOLLOWS]**

The parties have caused this Agreement, which includes Attachments 1, 2, and 3, to be executed by their undersigned authorized officials.


**The University of South Florida Board of Trustees**

Reviewed by:

DocuSigned by:  
  
Cynthia DeLuca  
University Project Director  
Office of the Provost and Executive VP  
University of South Florida

SR Review: 

SIGNED BY:

DocuSigned by:  
  
Stephanie Rios  
Director  
Sponsored Research  
University of South Florida

Date: 7/15/2024 | 13:34 EDT

**United Way Miami, Inc.**  
Miami, FL 33129

By:   
Signature of Authorized Representative  
Carlos G. Molina, Chief Financial & Administrative Officer



**ATTACHMENT 1**  
**SCOPE OF WORK AND GRANT NARRATIVE**  
**SUBAGREEMENT # 3700-0017-00-M**

**See the following pages for Scope of Work and Grant Narrative**

**Scope of Work:**

Due to the recent Better FAFSA launch and how it has negatively impacted the successful completion of applications among students and families, FCAN is offering resources, via a regrant, to select LCANs in Florida to provide targeted support to recent high school graduates who yet to complete the FAFSA. Four LCANs will be selected and will be eligible to receive up to \$25,000, funded through the Helios grant, to support their participation. The award can be used to cover costs associated with effective implementation of FAFSA completion outreach, event(s), and student/family supports. LCANs will be required to commit to host at least one FAFSA event before June 30, 2024, invite and support all students with the FAFSA completion process (this includes hosting events during a time and at a place convenient for participation making available supplies and technology), and track how many students attend and successfully complete Better FAFSA applications at the event(s).

**ATTACHMENT 2  
METHOD OF PAYMENT  
SUBAGREEMENT #3700-0017-00-M**

This is a fixed price subagreement for the amount of **\$25,000** to be invoiced upon execution.

Better FAFSA Completion Budget-United Way Miami	
5/15/24 - 6/30/24	
Budget Category	Amount
Expenses/Supplies	
Office of Mental Health and Student Services post-secondary preparedness and FAFSA workshops and sessions	\$ 25,000.00
Incentives to encourage families and youth: Raffle items, Food, Gift cards for completion - Travel	
expenses for any families that would like to attend a workshop	
Total:	\$ 25,000.00

**ATTACHMENT 3  
INVOICE  
SUBAGREEMENT # 3700-0017-00-M**

Date:

Subrecipient Name and Address:

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Brief Description:

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Submission Deadline:

Subrecipient will submit invoices according to schedule outlined in Article III.

\_\_\_\_\_  
Signature of Subrecipient's Authorized Representative

Amount of Request: \_\_\_\_\_.

Total Year to Date Requested: \_\_\_\_\_.

Submit to:

Charleita Richardson  
4202 E. Fowler Avenue, ALN1851  
Tampa, Florida 33620  
Phone: (813) 974-0141

\_\_\_\_\_  
Signature to approve invoice payment

**ATTACHMENT 4**  
**FOUNDATION GUIDELINES**  
**SUBAGREEMENT #3700-0017-00-M**



## Grant Amendment

### AMENDMENT TO THE GRANT AGREEMENT BETWEEN HELIOS EDUCATION FOUNDATION AND UNIVERSITY OF SOUTH FLORIDA FOUNDATION

This Amendment (Amendment) is made this 26th day of January, 2024, between **Helios Education Foundation** (Foundation) and **University of South Florida Foundation** (Grantee) and amends the Grant Agreement dated January 20, 2021 (Agreement). All capitalized terms used herein and not defined shall have the meaning ascribed to them in the Agreement.

WHEREAS, the Agreement provided for a \$ [REDACTED] grant from the Foundation to the Grantee to support capacity and network building for the Florida College Access Network (FCAN), with the Foundation retaining \$ [REDACTED] to be paid directly to a mutually agreed upon evaluation firm;

WHEREAS, both parties desire to continue and complete all components of the grant;

WHEREAS, both parties agree to shift the interim and final report due dates to better align with data availability; and

WHEREAS, the actual cost of the evaluation came in slightly under-budget, at \$ [REDACTED], leaving a surplus of \$ [REDACTED].

Now, THEREFORE,

**1. Reporting.** A final report is due September 30, 2024, and will cover a reporting period of January 1, 2021, through June 30, 2024, which marks the end the grant activities.

**2. Evaluation.** The final evaluation report will be uploaded with the submission of the final report due September 30, 2024.

**3. Final Payment.** The Foundation used the leftover evaluation funds of \$ [REDACTED] to increase the final payment to the Grantee to a new total of \$ [REDACTED].

**4. Ratification.** Except as specifically set forth in this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

**AGREED TO AND ACCEPTED BY:**

**HELIOS EDUCATION FOUNDATION**



## Grant Amendment

/Barbara Ryan Thompson/

Date Signed: February 08, 2024

Barbara Ryan Thompson, Executive Vice President & COO

### **UNIVERSITY OF SOUTH FLORIDA FOUNDATION**

/Jay Stroman/

Date Signed: February 06, 2024

Jay Stroman, CEO



**Certificate Of Completion**

Envelope Id: 0FD45AA1567E4105A5B3C8FA7FEC43D2

Status: Completed

Subject: Complete with Docusign: Purchase Exemption Form - 3700-0017-00-M.pdf, 3700-0017-00-M.pdf

Source Envelope:

Document Pages: 16

Signatures: 2

Envelope Originator:

Certificate Pages: 2

Initials: 1

Charles Shockley

AutoNav: Enabled

4202 E Fowler Ave

Enveloped Stamping: Enabled

Tampa, FL 33620

Time Zone: (UTC-05:00) Eastern Time (US &amp; Canada)

cshockle@usf.edu

IP Address: 65.33.4.127

**Record Tracking**

Status: Original

Holder: Charles Shockley

Location: DocuSign

7/15/2024 9:01:08 AM

cshockle@usf.edu

**Signer Events****Signature****Timestamp**

Elizabeth Lauer



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ealauer@usf.edu

Viewed: 7/15/2024 10:36:49 AM

Assistant Director, Compliance

Signed: 7/15/2024 10:37:36 AM

University of South Florida

Signature Adoption: Pre-selected Style

Security Level: Email, Account Authentication (None)

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**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

Stephanie Rios



Sent: 7/15/2024 10:37:37 AM

srios@usf.edu

Viewed: 7/15/2024 1:34:15 PM

Director Sponsored Research

Signed: 7/15/2024 1:34:22 PM

University of South Florida

Signature Adoption: Pre-selected Style

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**Electronic Record and Signature Disclosure:**

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Certified Delivered

Security Checked

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Signing Complete

Security Checked

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