



BOARD OF SUPERVISORS AGENDA ITEM REPORT
CONTRACTS / AWARDS / GRANTS

Award Contract Grant

Requested Board Meeting Date: February 6, 2018

** = Mandatory, information must be provided*

or Procurement Director Award

***Contractor/Vendor Name/Grantor (DBA):**

Arizona Board of Regents - University of Arizona

***Project Title/Description:**

Bridges to Wellness (B-Well). The original grant award is attached here for reference.

***Purpose:**

The purpose of the project, Bridges to Wellness (B-Well), is to develop a solid foundation, infrastructure, and capacity to deliver and sustain quality, accessible, evidence-based Substance Abuse (SA), HIV, and Viral Hepatitis (VH) prevention services to reduce the onset of SA, HIV and VH infection among system-involved minority youth ages 13-17 in Pima County. The Pima County Health Department (PCHD) is responsible for only the HIV prevention services.

***Procurement Method:**

N/A - grant amendment

***Program Goals/Predicted Outcomes:**

Goal 1: Conduct a needs assessment relevant to substance abuse, HIV/AIDS, and VH in Pima County and develop a corresponding comprehensive strategic plan;

Goal 2: Mobilize and build capacity to address SA, HIV and VH prevention needs among racial/ethnic minority, system-involved youth ages 13-17 years in Pima County;

Goal 3: Implement evidence-based SA/HIV/VH prevention intervention strategies with racial/ethnic minority, system-involved youth ages 13-17 years in Pima County; and

Goal 4: Assess performance of B-Well through process, implementation, and outcome evaluations and utilize findings for ongoing continuous quality improvement and to assess impact of the project on behavioral health disparities.

***Public Benefit:**

Reduction of substance abuse, HIV and viral hepatitis incidence in Pima County minority youth ages 13-17.

***Metrics Available to Measure Performance:**

- 1) Provide HIV testing to 560 youth
- 2) Provide training on HIV testing and counseling to identified medical providers
- 3) Collect and submit data

***Retroactive:**

Yes. The grant funding for the 2nd Year of the contract began September 30, 2017. However, the amendment was not received until January 8, 2018. If not approved, Pima County will not be able to continue this program in collaboration with the U of A.

Contract / Award Information

Document Type: _____ Department Code: _____ Contract Number (i.e., 15-123): _____

Effective Date: _____ Termination Date: _____ Prior Contract Number (Synergen/CMS): _____

Expense Amount: \$* _____ Revenue Amount: \$ _____

***Funding Source(s) required:**

Funding from General Fund? Yes No If Yes \$ _____ % _____

Contract is fully or partially funded with Federal Funds? Yes No

***Is the Contract to a vendor or subrecipient?**

Were insurance or indemnity clauses modified? Yes No

If Yes, attach Risk's approval

Vendor is using a Social Security Number? Yes No

If Yes, attach the required form per Administrative Procedure 22-73.

Amendment / Revised Award Information

Document Type: _____ Department Code: _____ Contract Number (i.e., 15-123): _____

Amendment No.: _____ AMS Version No.: _____

Effective Date: _____ New Termination Date: _____

Prior Contract No. (Synergen/CMS): _____

Expense or Revenue Increase Decrease Amount This Amendment: \$ _____

Is there revenue included? Yes No If Yes \$ _____

***Funding Source(s) required:**

Funding from General Fund? Yes No If Yes \$ _____ % _____

Grant/Amendment Information (for grants acceptance and awards) Award Amendment

Document Type: GTAM Department Code: HD Grant Number (i.e., 15-123): 18-27

Effective Date: 09/30/2017 Termination Date: 09/29/2018 Amendment Number: 01

Match Amount: \$ _____ Revenue Amount: \$ 15,982.24

***All Funding Source(s) required:** Arizona Board of Regents / Substance Abuse and Mental Health Services Administration (SAMHSA)
(federal)

***Match funding from General Fund?** Yes No If Yes \$ _____ % _____

***Match funding from other sources?** Yes No If Yes \$ _____ % _____

***Funding Source:** _____

***If Federal funds are received, is funding coming directly from the Federal government or passed through other organization(s)?** Via the Arizona Board of Regents

Contact: Sharon Grant

Department: Health Telephone: 724-7842

Department Director Signature/Date: *Nancy M. [Signature]* 1/22/2018 1/22/18

Deputy County Administrator Signature/Date: *[Signature]* 1/22/18

County Administrator Signature/Date: *[Signature]* 1/23/18
(Required for Board Agenda/Addendum Items)



MODIFICATION NO. 1
TO THE
COST REIMBURSABLE SUBCONTRACT
BETWEEN
ARIZONA BOARD OF REGENTS, UNIVERSITY OF ARIZONA
AND
Pima County Government on behalf of the Pima County Health Department
UNDER
PURCHASE ORDER NO. **363753**

This Modification provides the following change according to the mutual agreement of both parties to this Subaward.

The CFDA shall be revised to be 93.243.

There is no Automatic Carryforward on this subcontract.

The Obligated Amount (not to exceed) for Year 1 is reduced by \$2,355.76; from \$16,060 to \$13,704.24.

The Obligated Amount (not to exceed) for Year 2 is increased by \$18,338; from \$0 to **\$18,338** (see Attachment No.1). The Scope of Work during this extended period shall remain unchanged. The Obligated Period of Performance for Year 2 is September 30, 2017 through **September 29, 2018**.

The Total Obligated Amount (not to exceed) is **\$32,042.24**.

Also attached to this Modification are Prime Award Modification No. 02 (see Attachment 2) which are incorporated by reference.

All other provisions of this Subaward remain unchanged.

FOR Pima County Government on behalf of the Pima County Health Department:

Date


FOR THE ARIZONA BOARD OF REGENTS, UNIVERSITY OF ARIZONA:

Date
Melissa Kramer
Contract & Research Support

Attachments (incorporated by reference):
1) Budget
2) Prime Award

APPROVED AS TO FORM:


Deputy County Attorney

REVIEWED BY: 

Appointing Authority or Designee
Pima County Health Department

Attachment 1

PIMA COUNTY HEALTH DEPARTMENT - B-WELL BUDGET AND NARRATIVE

F. Contract: A contractual arrangement to carry out a portion of the programmatic effort or for the acquisition of routine good or services under the grant.

COSTS FOR CONTRACTS MUST BE BROKEN DOWN IN DETAIL AND A NARRATIVE JUSTIFICATION PROVIDED. IF APPLICABLE, NUMBERS OF CLIENTS SHOULD BE INCLUDED IN THE COSTS

FEDERAL REQUEST

Name	Service	Rate	Other	Cost
Pima County Health Department (Miguel Soto)	Program Coordinator for HIV testing services and training for Project Staff	15% FTE @ \$6,962 salary and \$2,904 ERE		\$9,866
Pima County Health Department	HIV Rapid Test Kits Year One (26 tests year 1 for B-Well participants and 15 tests for community youth done at targeted outreach events)	\$8.00 per test		Yr 1 \$328 Yr 2 \$672 Yr 3 \$960 Yr 4 \$960 Yr 5 \$960
Pima County Health Department (CDI/Outreach Staff)	Staff to conduct outreach, counseling, testing and other applicable HIV prevention activities (2 staff at 6.25% - 7.5%FTE)	12.5%-15% FTE ERE calculated at 30% See narrative for annual salary		YR 1 \$5,787 YR 2-5 \$6,944
Pima County Health Department	Mileage to travel to and from 2-4 outreach events per yr Intermountain testing 6 trips year 1 12 trips years 2-5	30 miles round trip) x 2-4 x.445/mile 20 miles round trip x 6 x.445/mile 20 miles round trip 12 x.445/mile		YR 1 \$26 YR 2-5 \$52 \$53 \$107

	Mileage to travel to Sells in years 3-5	120 miles (round trip) x 4 x.445/mile		Yr 3-5 \$214
Pima County Health Department	Office & Medical Supplies Needed to conduct testing (gauze, alcohol, band aids, general office supplies)	Varies		Yr 1 \$0 Yr 2 \$697 Yr 3-5 \$608
			TOTAL	See Chart below

BUDGET SUMMARY

Category	Year 1	Year 2	Year 3	Year 4	Year 5	Total Contractual Cost
Contractual	\$16,060	\$18,338	\$18,751	\$18,751	\$18,751	\$90,651

JUSTIFICATION:

Program Coordinator, Miguel Soto: This position directs the overall operation of Pima County's component of the project; is responsible for coordinating staff; coordinating and developing partnerships with other agencies; participating in program planning; leading HIV Training to build capacity among youth professionals and preparation of program reports related to Pima County's role in the project. The annual salary and ERE is \$65,775.00 and will be covered at .15% FTE during PYs 1 -5 of the contract, totaling \$9,866 per year. Total for PY 1-5 totals \$49,330.

HIV Rapid Test Kits

Year One (26 tests for B-Well participants and 15 tests for community youth done at targeted outreach events) \$8.00 per test x 41 tests - \$328.00

Year Two (54 tests for B-Well participants and 30 tests for community youth done at targeted outreach events) \$8.00 per test x 84 tests - \$672.00

Year Three (80 tests for B-Well participants and 40 tests for community youth done at targeted outreach events) \$8.00 per test x 120 tests - \$960.00

Year Four (80 tests for B-Well participants and 40 tests for community youth done at targeted outreach events) \$8.00 per test x 120 tests - \$960.00

Year Five (80 tests for B-Well participants and 40 tests for community youth done at targeted outreach events) \$8.00 per test x 120 tests - \$960.00

Total for PY 1-5 totals \$3,880.

CDI/Outreach Staff

These staff will be responsible for conduction HIV testing, follow-up on reports of actual or suspected disease, locate affected persons and their contacts and provide partner services and linkage to care. These staff members will also counsel and educate the target population about disease prevention; confer with staff of medical facilities, visit physicians and laboratories; enter, track and prepare data for program reports. The annual salary and ERE is \$46,293 and each position (2) will be covered at 6.25% FTE during PY 1 totaling \$5,787 and 7.5% FTE during PY 2-5 of the contract, totaling \$6,944 per year. Total for PY 1-5 totals \$33,563.

MILEAGE

Mileage to travel to and from 2-4 outreach events per year.

Year1 = 30 miles round trip at .445/mile two times per year one totals \$26.

Year 2-5 = 30 miles round trip at .445/mile four times per year totals \$52.

Intermountain Testing – Mileage to travel to site to conduct testing, education and follow up services

Year1 = 20 miles round trip at .445/mile six times per year totals \$53.

Year 2-5 = 20 miles round trip at .445/mile twelve times per year totals \$107.

SELLS AZ Testing - Mileage to travel to site to conduct testing, education and follow up services

Year 3-5 = 120 miles round trip at .445/mile four times per year totals \$214.

Total for PY 1-5 totals \$1,357.

OFFICE AND MEDICAL SUPPLIES

Supplies needed to conduct HIV testing (Gauze, band-aids, alcohol, sharps containers, etc) and general office supplies needed for program operations (paper, pens, printer ink, etc).

Total for PY 1-5 totals \$2,521.

Attachment 2



Grant Number: 5H79SP021778-02
FAIN: SP021778
Program Director: Alison Greene

Project Title: Bridges to Wellness (B-Well)

Grantee Address	Business Address
UNIVERSITY OF ARIZONA Arizona Board of Regents, University of Arizona Senior Vice President for Research P.O. Box 210158, Rm. 510 Tucson, AZ 857210158	University of Arizona Director P.O. Box 210158, Rm 510 Tucson, AZ 857210158

Budget Period: 09/30/2017 – 09/29/2018
Project Period: 09/30/2016 – 09/29/2021

Dear Grantee:

The Substance Abuse and Mental Health Services Administration hereby awards a grant in the amount of \$234,598 (see "Award Calculation" in Section I and "Terms and Conditions" in Section III) to UNIVERSITY OF ARIZONA in support of the above referenced project. This award is pursuant to the authority of Section 516 of the Public Health Service Act, as amended and is subject to the requirements of this statute and regulation and of other referenced, incorporated or attached terms and conditions.

Award recipients may access the SAMHSA website at www.samhsa.gov (click on "Grants" then SAMHSA Grants Management), which provides information relating to the Division of Payment Management System, HHS Division of Cost Allocation and Postaward Administration Requirements. Please use your grant number for reference.

Acceptance of this award including the "Terms and Conditions" is acknowledged by the grantee when funds are drawn down or otherwise obtained from the grant payment system.

If you have any questions about this award, please contact your Grants Management Specialist and your Government Project Officer listed in your terms and conditions.

Sincerely yours,
Eileen Bermudez
Grants Management Officer
Division of Grants Management

See additional information below

SECTION I – AWARD DATA – 5H79SP021778-02

Award Calculation (U.S. Dollars)

Salaries and Wages	\$88,303
Fringe Benefits	\$30,818
Personnel Costs (Subtotal)	\$119,121
Supplies	\$2,890
Consortium/Contractual Cost	\$63,680
Travel Costs	\$101
Other	\$12,679
Direct Cost	\$198,471
Indirect Cost	\$36,127
Approved Budget	\$234,598
Federal Share	\$234,598
Cumulative Prior Awards for this Budget Period	\$0
AMOUNT OF THIS ACTION (FEDERAL SHARE)	\$234,598

SUMMARY TOTALS FOR ALL YEARS	
YR	AMOUNT
2	\$234,598
3	\$234,598
4	\$234,598
5	\$234,598

*Recommended future year total cost support, subject to the availability of funds and satisfactory progress of the project.

Fiscal Information:

CFDA Number: 93.243
EIN: 1742652689C5
Document Number: 16SP21778A
Fiscal Year: 2017

IC	CAN	Amount
SP	C96V040	\$234,598

IC	CAN	2017	2018	2019	2020
SP	C96V040	\$234,598	\$234,598	\$234,598	\$234,598

SP Administrative Data:

PCC: HIV-CBI / OC: 4145

SECTION II – PAYMENT/HOTLINE INFORMATION – 5H79SP021778-02

Payments under this award will be made available through the HHS Payment Management System (PMS). PMS is a centralized grants payment and cash management system, operated by the HHS Program Support Center (PSC), Division of Payment Management (DPM). Inquiries regarding payment should be directed to: The Division of Payment Management System, PO Box 6021, Rockville, MD 20852, Help Desk Support – Telephone Number: 1-877-614-5533.

The HHS Inspector General maintains a toll-free hotline for receiving information concerning fraud, waste, or abuse under grants and cooperative agreements. The telephone number is: 1-

800-HHS-TIPS (1-800-447-8477). The mailing address is: Office of Inspector General, Department of Health and Human Services, Attn: HOTLINE, 330 Independence Ave., SW, Washington, DC 20201.

SECTION III – TERMS AND CONDITIONS – 5H79SP021778-02

This award is based on the application submitted to, and as approved by, SAMHSA on the above-title project and is subject to the terms and conditions incorporated either directly or by reference in the following:

- a. The grant program legislation and program regulation cited in this Notice of Award.
- b. The restrictions on the expenditure of federal funds in appropriations acts to the extent those restrictions are pertinent to the award.
- c. 45 CFR Part 75 as applicable.
- d. The HHS Grants Policy Statement.
- e. This award notice, INCLUDING THE TERMS AND CONDITIONS CITED BELOW.

**Treatment of Program Income:
Additional Costs**

In accordance with the regulatory requirements provided at 45 CFR 75.113 and Appendix XII to 45 CFR Part 75, recipients that have currently active Federal grants, cooperative agreements, and procurement contracts with cumulative total value greater than \$10,000,000 must report and maintain information in the System for Award Management (SAM) about civil, criminal, and administrative proceedings in connection with the award or performance of a Federal award that reached final disposition within the most recent five-year period. The recipient must also make semiannual disclosures regarding such proceedings. Proceedings information will be made publicly available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)). Full reporting requirements and procedures are found in Appendix XII to 45 CFR Part 75.

SECTION IV – SP Special Terms and Conditions – 5H79SP021778-02

REMARKS:

1. This Notice of Award (NoA) is issued to inform your organization that the application submitted through the Capacity Building Initiative for Substance Abuse (SA) and HIV Prevention Services for At-Risk Racial/Ethnic Minority Youth and Young Adults is being continued.

2. This award reflects acceptance of the attestation letter signed and dated *March 10, 2017* by the Authorized Representative of the Organization, that there are no budget changes above 25% of the total previous budget period in response to the continuation application request.

3. Register your Organization and Program Director/Project Director (PD) in eRA Commons:

You must complete registrations in order to submit an FY18 Continuation Application in eRA Commons. You must register both the Organization and the PD. Additional information for eRA registration can be found at: https://era.nih.gov/reg_accounts/register_commons.cfm.

4. Recipients are expected to plan their work to ensure that funds are expended within the 12-month budget period reflected on this Notice of Award. If activities proposed in the approved budget cannot be completed within the current budget period, SAMSHA cannot guarantee the approval of any request for carryover of remaining unobligated funding.

STANDARD TERMS OF AWARD: (Cooperative Agreement)

Refer to the following SAMHSA website for Standard Terms for All Awards for FY 2017: Standard Terms and Conditions Webpage (<https://www.samhsa.gov/grants/grants-management/notice-award-noa/standard-terms-conditions>). Please be sure to also reference the following Standard Terms:

- * Standard Terms and Conditions (PDF | 264 KB), applicable to all awards
- * Continuation (PDF | 154 KB), applicable to all awards
- * Cooperative Agreement Standard Terms (PDF | 161 KB)

Key Staff

Key staff are listed below:

Alison Greene Program Director @ 30% level of effort
Monca Davis Program Coordinator @ 45% level of effort
Josephine Korchmaros Evaluator @ 10% level of effort

Any changes in key staff including level of effort involving separation from the project for more than three months or a 25 percent reduction in time dedicated to the project, requires prior approval. Reference the Prior Approval Standard Term for additional information and instructions.

REPORTING REQUIREMENTS:

Programmatic Progress Reports

Submission of a *Quarterly* Programmatic Progress Report is due no later than the dates as follows:

- 1st Report – January 1, 2018*
- 2nd Report – April 1, 2018*
- 3rd Report – July 1, 2018*
- 4th Report – October 1, 2018*

Please submit your Programmatic Progress Report to DGMPROGRESSREPORTS@SAMHSA.GOV and copy your Program Official. (DO NOT SUBMIT HARD COPIES)

Annual Federal Financial Report (FFR)

The Federal Financial Report (FFR) (SF-425) is required on an annual basis and must be submitted no later than 90 days after the end of the budget period. The annual FFR should reflect only cumulative actual federal funds authorized and disbursed, any non-federal matching funds (if identified in the FOA), unliquidated obligations incurred, the unobligated balance of the federal funds for the award, as well as program income generated during the timeframe covered by the report. The SF-425 is available at (<http://apply07.grants.gov/apply/forms/sample/SF425-V1.0.pdf>). Additional guidance to complete the FFR can be found: <http://www.samhsa.gov/grants/grants-management/reporting-requirements>.

Annual FFRs must be submitted to the applicable email:

CSAP Grants (e.g., SP-12345-01): CSAPFFR@SAMHSA.GOV

Failure to comply with the above stated terms and conditions may result in suspension, classification as Restriction status, termination of this award or denial of funding in the future.

All responses to special terms and conditions of award and post award requests may be electronically mailed to the Grants Management Specialist and to the Program Official as identified on your Notice of Award.

All previous terms and conditions remain in effect until specifically approved and removed by the Grants Management Officer.

It is essential that the Grant Number be included in the SUBJECT line of the email.

CONTACTS:

Judith Ellis, Program Official
Phone: (240) 276-2567 Email: judith.ellis@samhsa.hhs.gov

Heather Cooper, Grants Specialist
Phone: 240-276-1612 Email: Heather.Cooper@samhsa.hhs.gov



COST REIMBURSABLE SUBCONTRACT

BETWEEN

ARIZONA BOARD OF REGENTS, UNIVERSITY OF ARIZONA

AND

Pima County Government on behalf of the Pima County Health Department

Prime Sponsor: Substance Abuse and Mental Health Services Administration

Prime Award Title: Bridges to Wellness (B-Well)

Prime Award #: H79SP021778

CFDA: 92.243

Parties: The following are the parties to this Agreement (individually referred to as "Party" and collectively the "Parties"):

ARIZONA: The Arizona Board of Regents, on behalf of The University of Arizona

SUBCONTRACTOR: Pima County Government on behalf of the Pima County Health Department
3950 S. Country Club Rd., Suite 100
Tucson AZ 85714-2226

SUBCONTRACTOR Principal Investigator: Miguel Soto

ARIZONA Principal Investigator: Alison Greene

Obligated Period of Performance: September 30, 2016 through September 29, 2017

Obligated Amount: \$16,060.00

Total Anticipated Period of Performance: September 30, 2016 through September 29, 2021

Total Anticipated Award Amount: 90,651

Facilities and Administration Rate: N/A

Purchase Order #: 363753

1. Scope of Work and Payment

1.1 Research & Development Project. SUBCONTRACTOR will perform the work as described on **Attachment 1** (the "Project"). The Project will be under the supervision of **SUBCONTRACTOR PRINCIPAL INVESTIGATOR** who, in addition to any other individual described as such on **Attachment 1**, is considered key personnel. Except as otherwise expressly set forth herein, no changes to the Scope of Work, Project, or key personnel will be made without agreement of the Parties through an amendment to this Subcontract.

1.2 Payment. ARIZONA will pay SUBCONTRACTOR on a cost reimbursable basis in accordance with the budget set forth on **Attachment 2**, subject to payment by the prime contractor to ARIZONA under the Prime Award and the other flow-down provisions set forth in Section 1.10. Funds allotted as part of this Subcontract will be used to purchase necessary supplies, equipment, travel, and employ the necessary personnel to perform this Subcontract consistent with the approved budget set forth on **Attachment 2**. Subcontract funds may not be used for any other purpose or activities. SUBCONTRACTOR'S facilities and administration rates shall be applied in accordance with the Facilities and Administration Rate.

Obligated funds do not automatically carry forward if future years are awarded; approval of carry forward is required.

1.3 Payment Terms. ARIZONA will reimburse SUBCONTRACTOR for services rendered and costs incurred by SUBCONTRACTOR during the Obligated Period of Performance up to but not to exceed the Obligated Amount to be paid monthly, upon receipt of invoice and detailed system-generated financial reports. **ARIZONA will not pay SUBCONTRACTOR invoices that are not accompanied by detailed system-generated financial reports.**

1.4 Invoicing. Invoices will reference ARIZONA's Purchase Order Number and will be sent to the financial contact listed in **Attachment 3** for approval and payment. Payments will be sent to the address indicated on the SUBCONTRACTOR invoice. Within thirty (30) days after receipt of an invoice, ARIZONA shall notify the SUBCONTRACTOR in writing of any disallowed expenses.

1.5 Required Certification. Each invoice, annual and final financial report is subject to Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards 2 CFR 200.415 and MUST include or be accompanied by a certification, signed by an official who is authorized to legally bind the SUBCONTRACTOR, which reads as follows:

"By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."

1.6 Accounting. SUBCONTRACTOR will maintain an accounting system that allows for the identification of receipt and expenditure of funds for this Subcontract.

1.7 Lower-Tier Subcontractors. If SUBCONTRACTOR desires to employ the use of lower-tier subcontractors for any portion of the Project, SUBCONTRACTOR must obtain prior written approval from ARIZONA as well as a modification to the Subcontract. The lower-tier

subcontracts shall be issued on a cost reimbursement basis with the applicable flow-down provisions set forth in Section 1.11 from ARIZONA's Prime Award. Budgets and work statements for activities to be conducted under the terms of such lower-tier subcontracts, shall be subject to the prior review and written approval of ARIZONA.

- 1.8 Use of Facilities. SUBCONTRACTOR will furnish all necessary facilities and equipment as is required for the work on this project unless otherwise specified herein.
- 1.9 Title to Equipment. Title to equipment costing \$5,000 or more as set forth in the attached budget or otherwise approved by ARIZONA shall vest in the SUBCONTRACTOR upon acquisition.
- 1.10 Modification of Subcontract. All modifications to this Subcontract must be mutually agreed upon in writing by authorized officials of both parties, except that ARIZONA may issue non-substantive modifications unilaterally in writing. Non-substantive modifications are No-Cost Extensions, increase in funding, de-obligation of prior year funds not fully expended, and approval of Carry Forward.
- 1.11 Federal Flow-Down. SUBCONTRACTOR will comply with the following flow-down provisions:
- (1) The Prime Award (see Attachment No. 4)
 - (2) OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards under 2 CFR, Part 200
- 1.12 Federal Conflict of Interest. As a recipient of Public Health Service (PHS) funds through ARIZONA, SUBCONTRACTOR is required to comply with PHS Regulations pertaining to Responsibility of Applicants for Promoting Objectivity in Research for which PHS Funding Is Sought (42 C.F.R Part 50, Subpart F) and (45 C.F.R Part 94). ARIZONA may cancel this Subcontract if any person significantly involved in performing this Subcontract violates the PHS regulations referenced above.

SUBCONTRACTOR certifies that it has an active and enforced conflict of interest policy that is consistent with the regulations referenced above and that financial disclosures have been made related to the activities that are funded by this Project and required by its conflict of interest policy. Further, all identified conflicts of interest will be satisfactorily managed, reduced, or eliminated in accordance with SUBCONTRACTOR's conflict of interest policy prior to the expenditure of any funds under this Subcontract.

SUBCONTRACTOR shall report any financial conflict of interest to ARIZONA's Administrative contact prior to the expenditure of any funds obligated under this Subcontract. Any subsequently identified financial conflict of interest will be reported to ARIZONA within thirty (30) days of identification.

- 1.13 Order of Precedence. In the event of a conflict, the Parties agree that the order of precedence is as follows: (1) the Prime Award; (2) OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards under 2 CFR, Part 200; (3) this Subcontract; and (4) any purchase order, invoice, or other terms and conditions that are mutually agreed by the Parties in writing.

2. Audit and Inspection; Certification; Reports

2.1 Audit and Availability of Records. The SUBCONTRACTOR agrees to keep all books, accounts, reports, files and other records relating to this Subcontract for five (5) years after completion of the Subcontract. In addition, such books, accounts, reports, files and other records may be subject to review or audit pursuant to A.R.S. § 35-214. Should an audit be required of the expenditures under this Subcontract, the costs of such an audit are the responsibility of SUBCONTRACTOR and are not to be charged as direct costs to this project. All such records shall be produced by the SUBCONTRACTOR at their regular place of business, or provided by electronic or regular mail, for examination by ARIZONA, SPONSOR, the Arizona Auditor General, or Comptroller General of the United States upon request.

2.2 Subcontractor Certifications. By signature of this Subcontract, SUBCONTRACTOR certifies that:

- a. Non-Delinquency: It is not delinquent on the repayment of any Federal debt.
- b. Drug-Free Workplace: It is in compliance with the Drug-Free Workplace Act of 1988.
- c. Lobbying: It is in compliance with Public Law 101-121 and 31 USC 1352, as applicable, prohibiting recipients of Federal grants, cooperative agreements, contracts, or loans from using appropriated funds for lobbying in connection with the grant, cooperative agreement, contract, or loan.
- d. Clean Air and Water Certification: Any facility to be used in the performance of this Agreement is not on the Environmental Protection Agency (EPA) List of Violating Facilities.
- e. Compliance. It is familiar with and will comply with the OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards under 2 CFR, Part 200.
- f. Debarment/Suspension: It is presently not debarred, suspended, proposed for debarment, declared ineligible, nor voluntarily excluded from covered transactions by any Federal department or agency.

2.3 Annual Report. SUBCONTRACTOR will provide annual financial reports within forty-five (45) days following the Project's yearly end-date. Annual financial reports will include a detailed financial report, invoice, reconciliation of expenses, any overpayment amounts, and any supporting documentation. Subcontractor will submit the financial report to ARIZONA's financial contact.

2.4 Final Reports. Within forty-five (45) days after the Obligated Period of Performance end date, SUBCONTRACTOR will provide the following reports to ARIZONA:

- a. Financial. A detailed final financial report, final invoice, reconciliation of expenses, and any supporting documentation, Overpayments of funds should be specifically noted. SUBCONTRACTOR will submit the financial report to ARIZONA's financial contact.
- b. Technical. A detailed technical report of the activities carried out, as required in the Scope of Work. SUBCONTRACTOR will submit the technical report to ARIZONA's technical contact.
- c. Invention. A final invention report using Prime Award specific forms. SUBCONTRACTOR will submit the invention report to ARIZONA's technical contact.
- d. Property. A final property report listing property acquired with award funds or furnished to the award. Negative reports are not required. SUBCONTRACTOR will submit the property report to ARIZONA's property contact.

- e. Closeout. The Subaward Closeout Requirement Checklist, see Attachment No. 5. SUBCONTRACTOR will submit the Subaward Closeout Requirement Checklist to ARIZONA's financial contact.

3. Insurance and Indemnification

- 3.1 Insurance. SUBCONTRACTOR, in accordance with A.R.S 11-981 and Pima County Code 3.04 is self-insured. Such self-insurance shall satisfy the insurance requirements of this Subcontract. SUBCONTRACTOR agrees to maintain the following insurance during the term of this Subcontract: (a) workers' compensation benefits insurance in accordance with applicable state statutes; and (b) commercial general liability insurance with limits of not less than \$1,000,000 per occurrence, \$2,000,000 aggregate..
- 3.2 Indemnification. SUBCONTRACTOR and ABOR (individually, an "Indemnitor") agree to indemnify, defend, and hold harmless each other (individually, an "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees)(hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the applicable Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the other Indemnitor, its officers, officials, agents, employees, or volunteers.

4. Intellectual Property and Publication

- 4.1 Patents/Inventions. Title to any trade secrets, inventions, developments, data, or discoveries, whether or not patentable or copyrightable, arising from the Scope of Work (collectively referred to as "Intellectual Property"), shall be allocated according to applicable employment contracts and U. S. intellectual property laws in effect at the time the Intellectual Property was created, subject to any rights reserved on behalf of the Federal Government. SUBCONTRACTOR will notify ARIZONA of the development of any Intellectual Property within thirty (30) days of such development.
- 4.2 Publication. SUBCONTRACTOR will furnish ARIZONA with copies of any proposed publication or presentation at least thirty (30) days in advance of such proposed publication or public presentation. ARIZONA shall have thirty (30) days after receipt of said copies to object to such proposed public dissemination; in which event SUBCONTRACTOR shall refrain from making such publication or presentation for a maximum of ninety (90) days from the date of receipt of such objection in order for ARIZONA to file the appropriate patent applications or to take appropriate measures to protect Intellectual Property. When the results of the project are published, SUBCONTRACTOR agrees to acknowledge the support received from ARIZONA and from Prime Sponsor.
- 4.3. Rights to use Intellectual Property. SUBCONTRACTOR agrees ARIZONA may use all Intellectual Property owned by SUBCONTRACTOR for the purposes of meeting its obligations to the Federal Government under its Prime Award or for any non-commercial education or research purpose.

5. Term and Termination

- 5.1 Term. This SUBCONTRACT begins on the Obligated Period of Performance start date and continues through the Obligated Period of Performance end date (the "Term") unless sooner terminated in accordance with the provisions of this Section 5. ARIZONA may extend the Term though the Total Anticipated Period of Performance in accordance with Section 1.10.

- 5.2 Termination for Convenience. ARIZONA may terminate this Agreement at any time upon forty-five (45) days written notice.
- 5.3 Termination for Breach. Either Party may terminate this Agreement in the event the other Party commits a material breach of any of the terms or conditions of this Agreement, and fails to remedy such breach within thirty (30) days after receipt of written notice. The right to terminate for material breach is in addition to any other remedies which a Party may have at law or in equity.
- 5.4 Effect of Termination. Upon any expiration or termination of this Agreement, SUBCONTRACTOR will immediately work to close down the Project, including termination of any obligations in force, and will notify ARIZONA of those obligations remaining as of the date of termination. ARIZONA will pay the portion of the Obligated Amount incurred by SUBCONTRACTOR up to the date of termination. Termination or expiration of this Agreement will not affect the rights and obligations of the Parties that have accrued prior to the termination date.

6. General Provisions

- 6.1 Notices. Formal communications and notices required by this Agreement will be provided to the appropriate contacts listed in Attachment 3.
- 6.2 No Use of Names or Logos. Neither party is permitted to use the names, logos, or other identifiers associated with the other Party without such Party's express prior written consent in each instance.
- 6.3 Press Releases. Except as required by law, neither party will issue any press release or other public statements in connection with this Agreement or the Project without the other Party's prior written consent. SUBCONTRACTOR will acknowledge Prime Sponsor and ARIZONA'S support of the Project in scientific publications and communications. All statements by the Parties will accurately describe the scope and nature of their participation. ARIZONA may, without prior consent from SUBCONTRACTOR, list Project title, amount awarded, SUBCONTRACTOR name, and Principal Investigator(s) names and department(s) affiliation(s) in its reports, which while not disseminated, are available to the public.
- 6.4 Disputes. Any controversy or claim arising out of or relating to this Agreement, its execution or breach, and any damages allegedly suffered there from, first shall be submitted to the authorized official of each party. To facilitate the amicable resolution of any controversy or claim, the aggrieved Party shall document the dispute or misunderstanding within thirty (30) days by notifying the other Party in writing of the relevant facts, unresolved issues, and the clarification or remedy sought. The other Party shall submit a written position on the matter(s) in dispute within thirty (30) days after being notified of the controversy or claim. The Parties acknowledge that disputes arising from this Agreement may be subject to non-binding arbitration in accordance with applicable state law and court rules.
- 6.5 Non-Assignment/Non-Transfer. This Agreement may not be assigned or transferred (either directly or indirectly, by operation of law or otherwise, including by way of a merger, acquisition or other sale event) without the prior written consent of ARIZONA, which consent will not be unreasonably withheld. This Agreement is binding upon and will inure to SUBCONTRACTOR'S permitted assignees or successors in interest.

- 6.6 Non-Discrimination. The Parties agree to be bound by state and federal laws and regulations governing equal opportunity and non-discrimination and immigration.
- 6.7 Conflict of Interest. This Agreement is subject to the provisions of A.R.S. 38-511. Within three years from the Effective Date, ARIZONA may cancel this Agreement if any person significantly involved in negotiating, drafting, securing or obtaining this Agreement for or on behalf of ARIZONA becomes an employee in any capacity of SUBCONTRACTOR or a consultant to SUBCONTRACTOR with reference to the subject matter of this Agreement while the Agreement or any extension thereof is in effect.
- 6.8 Entire Agreement; Modifications. This Agreement embodies the entire understanding of the Parties and supersedes any other agreement or understanding between the Parties relating to the subject matter hereof. There are no additional or supplemental agreements related to the subject matter hereof. No waiver, amendment or modification of this Agreement will be valid or binding unless written and signed by the Parties except in accordance with Section 1.10. Waiver by either Party of any breach or default of any clause of this Agreement by the other Party will not operate as a waiver of any previous or future default or breach of the same or different clause of this Agreement.
- 6.9 Export Regulations. Each party shall comply with all applicable export control laws and economic sanctions programs. Applicable export control or economic sanctions programs may include U.S. export control laws such as the Export Administration Regulations and the International Traffic in Arms Regulations, and U.S. economic sanctions programs that are or may be maintained by the U.S. Government. The parties will comply with U.S. export control and U.S. economic sanctions laws with respect to the export (including a deemed export) or re-export of U.S. origin goods, software, services and/or technical data, or the direct product thereof.
- 6.10 Severability. If any provision of this Agreement is held void or unenforceable, the remaining provisions will nevertheless be effective, the intent being to effectuate this Agreement to the fullest extent possible.
- 6.11 Independent Contractors. The Parties are deemed independent contractors and may not bind the other, except as provided for herein or authorized in writing by the other Party.
- 6.12 Electronic Signatures. The Parties agree that any xerographically or electronically reproduced copy of this fully-executed agreement will have the same legal force and effect as any copy bearing original signatures of the Parties.
- 6.13 No Boycott of Israel. This Subcontract is subject to the provisions of A.R.S. §§ 35-393 to 35-393.01, SUBCONTRACTOR certifies it is not currently engaged in a boycott of Israel and will not engage in a boycott of Israel during the term of this Contract.
- 6.14 Animal or Human Subjects. SUBCONTRACTOR agrees that any animal and/or non-exempt human subjects research protocols conducted under this Subcontract shall be reviewed and approved by its Institutional Animal Care and Use Committee (IACUC) and/or Institutional Review Board (IRB), as applicable and that it will maintain current and duly approved research protocols for the duration of the research activities that involve animal or human research subjects. SUBCONTRACTOR certifies that any approved IACUC/IRB protocol represents a protocol that is entirely consistent with the project associated with this Subcontract. In no event shall SUBCONTRACTOR invoice or be reimbursed for any animal or human subjects related

expenses incurred in a period where any applicable IACUC/IRB approval is not properly in place. The verification of IACUC and/or IRB approval will be provided to ARIZONA upon request.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed.

FOR Pima County Government on behalf of the Pima County Health Department:

Date JAN 17 2017 Sharon Bronson

Name and title: Sharon Bronson, Chair

FOR THE ARIZONA BOARD OF REGENTS, UNIVERSITY OF ARIZONA:

Date 1/31/2017 Mark A. Drury Mark A. Drury
Contracts Manager

Contract & Research Support Program

Attachments (are herein incorporated):

- (1) Scope of Work
- (2) Budget and Budget Justification
- (3) Contacts
- (4) Prime Award
- (5) Subaward Closeout Requirements
- (6) FFATA Reporting

REVIEWED BY: <u>[Signature]</u> Appointing Authority or Designee Pima County Health Department
--

ATTEST:

[Signature]
Clerk, Board of Supervisors
Pima County, Arizona

1/9/17

[Signature]
Jonathan Pinkney
PCAO

Attachment 1

Grant Number: 1H79SP021778-01

Project Director: Alison Greene

Project Title: Bridges to Wellness (B-Well)

Scope of Work: Pima County Health Department

The Pima County Health Department (PCHD) will work in collaboration with The University of Arizona's Southwest Institute for Research on Women (SIROW) (and other project partners) to implement *Bridges to Wellness (B-Well)*, a capacity-building program for substance abuse (SA) and HIV prevention services for system-involved youth in Southern Arizona (SAMHSA-CSAT HIV CBI).

PCHD's scope of work includes:

- PCHD will use fourth generation HIV rapid tests to provide on-site HIV testing and pre- and post-counseling in Tucson and Sells, AZ to 320 *B-Well* youth participants during the project intervention, and 180 youth in the community through quarterly outreach events.
- PCHD will collaborate with Intermountain Centers for Human Development (ICHD), as well as SIROW regarding implementation, continuous quality improvements, and linkages to appropriate community services and resources.
- PCHD will lead annual HIV counseling and testing trainings in Tucson, and Sells, AZ with ten trainees annually (50 trainees total – ICHD and SIROW staff and professional youth workers, as space allows).
- PCHD will collaborate with SIROW and ICHD to ensure adequate training space, process for ongoing support, and quality assurance.
- PCHD will submit de-identified testing and outreach data via quarterly reports to SIROW.
- PCHD representatives will participate on the Planning & Development Team. The Team will meet monthly for the first three years of the project, and quarterly for Years 4 and 5. The Team may, as appropriate, establish subcommittees comprised of representative project collaborators partnering to address special issues related to program implementation, capacity-building, evaluation, and sustainability.
- PCHD representatives will participate in the Community Prevention Coalition and attend monthly meetings and work on *B-Well* related subcommittees.

Attachment 2

PIMA COUNTY HEALTH DEPARTMENT – B-WELL BUDGET AND NARRATIVE

F. Contract: A contractual arrangement to carry out a portion of the programmatic effort or for the acquisition of routine good or services under the grant.

COSTS FOR CONTRACTS MUST BE BROKEN DOWN IN DETAIL AND A NARRATIVE JUSTIFICATION PROVIDED. IF APPLICABLE, NUMBERS OF CLIENTS SHOULD BE INCLUDED IN THE COSTS

FEDERAL REQUEST

Name	Service	Rate	Other	Cost
Pima County Health Department (Miguel Soto)	Program Coordinator for HIV testing services and training for Project Staff	15% FTE @ \$6,962 salary and \$2,904 ERE		\$9,866
Pima County Health Department	HIV Rapid Test Kits Year One (26 tests year 1 for B-Well participants and 15 tests for community youth done at targeted outreach events)	\$8.00 per test		Yr 1 \$328 Yr 2 \$672 Yr 3 \$960 Yr 4 \$960 Yr 5 \$960
Pima County Health Department (CDI/Outreach Staff)	Staff to conduct outreach, counseling, testing and other applicable HIV prevention activities (2 staff at 6.25% - 7.5%FTE)	12.5%-15% FTE ERE calculated at 30% See narrative for annual salary		YR 1 \$5,787 YR 2-5 \$6,944
Pima County Health Department	Mileage to travel to and from 2-4 outreach events per yr Intermountain testing 6 trips year 1 12 trips years 2-5	30 miles round trip) x 2-4 x.445/mile 20 miles round trip x 6 x.445/mile 20 miles round trip 12 x.445/mile		YR 1 \$26 YR 2-5 \$52 \$53 \$107

	Mileage to travel to Sells in years 3-5	120 miles (round trip) x 4 x.445/mile		Yr 3-5 \$214
Pima County Health Department	Office & Medical Supplies Needed to conduct testing (gauze, alcohol, band aids, general office supplies)	Varies		Yr 1 \$0 Yr 2 \$697 Yr 3-5 \$608
			TOTAL	See Chart below

BUDGET SUMMARY

Category	Year 1	Year 2	Year 3	Year 4	Year 5	Total Contractual Cost
Contractual	\$16,060	\$18,338	\$18,751	\$18,751	\$18,751	\$90,651

JUSTIFICATION:

Program Coordinator, Miguel Soto: This position directs the overall operation of Pima County's component of the project; is responsible for coordinating staff; coordinating and developing partnerships with other agencies; participating in program planning; leading HIV Training to build capacity among youth professionals and preparation of program reports related to Pima County's role in the project. The annual salary and ERE is \$65,775.00 and will be covered at .15% FTE during PYs 1 -5 of the contract, totaling \$9,866 per year. **Total for PY 1-5 totals \$49,330.**

HIV Rapid Test Kits

Year One (26 tests for B-Well participants and 15 tests for community youth done at targeted outreach events) \$8.00 per test x 41 tests - \$328.00

Year Two (54 tests for B-Well participants and 30 tests for community youth done at targeted outreach events) \$8.00 per test x 84 tests - \$672.00

Year Three (80 tests for B-Well participants and 40 tests for community youth done at targeted outreach events) \$8.00 per test x 120 tests - \$960.00

Year Four (80 tests for B-Well participants and 40 tests for community youth done at targeted outreach events) \$8.00 per test x 120 tests - \$960.00

Year Five (80 tests for B-Well participants and 40 tests for community youth done at targeted outreach events) \$8.00 per test x 120 tests - \$960.00

Total for PY 1-5 totals \$3,880.

CDI/Outreach Staff

These staff will be responsible for conduction HIV testing, follow-up on reports of actual or suspected disease, locate affected persons and their contacts and provide partner services and linkage to care. These staff members will also counsel and educate the target population about disease prevention; confer with staff of medical facilities, visit physicians and laboratories; enter, track and prepare data for program reports. The annual salary and ERE is \$46,293 and each position (2) will be covered at 6.25% FTE during PY 1 totaling \$5,787 and 7.5% FTE during PY 2-5 of the contract, totaling \$6,944 per year. **Total for PY 1-5 totals \$33,563.**

MILEAGE

Mileage to travel to and from 2-4 outreach events per year.

Year1 = 30 miles round trip at .445/mile two times per year one totals \$26.

Year 2-5 = 30 miles round trip at .445/mile four times per year totals \$52.

Intermountain Testing – Mileage to travel to site to conduct testing, education and follow up services

Year1 = 20 miles round trip at .445/mile six times per year totals \$53.

Year 2-5 = 20 miles round trip at .445/mile twelve times per year totals \$107.

SELLS AZ Testing - Mileage to travel to site to conduct testing, education and follow up services

Year 3-5 = 120 miles round trip at .445/mile four times per year totals \$214.

Total for PY 1-5 totals \$1,357.

OFFICE AND MEDICAL SUPPLIES

Supplies needed to conduct HIV testing (Gauze, band-aids, alcohol, sharps containers, etc) and general office supplies needed for program operations (paper, pens, printer ink, etc).

Total for PY 1-5 totals \$2,521.

Attachment 3

ARIZONA Contacts

ARIZONA Principal Investigator
Alison Greene
PO Box 210438
University of Arizona
Tucson AZ 85721
greene@email.arizona.edu

ARIZONA Financial Contact
Terry Mullin
PO Box 210438
University of Arizona
Tucson AZ 85721
mullin@email.arizona.edu

ARIZONA Administrative Contact
Susan G. Armstrong
SubAwards – Sponsored Projects Services
University of Arizona
888 N. Euclid Ave., Room 510
Tucson AZ 85719
Sga@email.arizona.edu

ARIZONA Authorized Official
Contract and Research Support Program
University of Arizona
888 N. Euclid Ave., Room 515
Tucson AZ 85719
CRS-ORD@email.arizona.edu

SUBCONTRACTOR Contacts

SUBCONTRACTOR Principal Investigator
Miguel Soto
Pima County Government obo Pima County
Health Department
3950 S. Country Club Rd., Suite 100
Tucson AZ 85714-2226
Miguel.soto@pima.gov

SUBCONTRACTOR Financial Contact
Candy Moore
Pima County Government obo Pima County
Health Department
130 W. Congress St., Room 411
Tucson AZ 85701
candy.moore@pima.gov

SUBCONTRACTOR Administrative Contact
Sharon Grant
Pima County Government obo Pima County
Health Department
3950 S. Country Club Rd., Suite 100
Tucson AZ 85714-2226
sharon.grant@pima.gov

SUBCONTRACTOR Authorized Official
Garrett L. Hancock
Pima County Government obo Pima County
Health Department
3950 S. Country Club Rd., Suite 100
Tucson AZ 85714-2226
Garrett.hancock@pima.gov

Attachment 4



Notice of Award

Issue Date: 09/01/2016

HIV CBI
Department of Health and Human Services
Substance Abuse and Mental Health Services Administration

Center for Substance Abuse Prevention

Grant Number: 1H79SP021778-01
FAIN: SP021778
Program Director: Alison Greene

Project Title: Bridges to Wellness (B-Well)

Grantee Address	Business Address
UNIVERSITY OF ARIZONA Arizona Board of Regents, University of Arizona Senior Vice President for Research P.O. Box 2101585 Room 510 Tucson, AZ 857210158	University of Arizona Director P.O. Box 210158, Rm 510 Tucson, AZ 857210158

Budget Period: 09/30/2016 – 09/29/2017

Project Period: 09/30/2016 – 09/29/2021

Dear Grantee:

The Substance Abuse and Mental Health Services Administration hereby awards a grant in the amount of \$208,283 (see "Award Calculation" in Section I and "Terms and Conditions" in Section III) to UNIVERSITY OF ARIZONA in support of the above referenced project. This award is pursuant to the authority of Section 516 of the Public Health Service Act, as amended and is subject to the requirements of this statute and regulation and of other referenced, incorporated or attached terms and conditions.

Award recipients may access the SAMHSA website at www.samhsa.gov (click on "Grants" then SAMHSA Grants Management), which provides information relating to the Division of Payment Management System, HHS Division of Cost Allocation and Postaward Administration Requirements. Please use your grant number for reference.

Acceptance of this award including the "Terms and Conditions" is acknowledged by the grantee when funds are drawn down or otherwise obtained from the grant payment system.

If you have any questions about this award, please contact your Grants Management Specialist and your Government Project Officer listed in your terms and conditions.

Sincerely yours,
Eileen Bermudez
Grants Management Officer
Division of Grants Management

See additional information below

SECTION I – AWARD DATA – 1H79SP021778-01**Award Calculation (U.S. Dollars)**

Other	\$208,283
Direct Cost	\$208,283
Approved Budget	\$208,283
Federal Share	\$208,283
Cumulative Prior Awards for this Budget Period	\$0
AMOUNT OF THIS ACTION (FEDERAL SHARE)	\$208,283

SUMMARY TOTALS FOR ALL YEARS	
YR	AMOUNT
1	\$208,283
2	\$234,598
3	\$234,598
4	\$234,598
5	\$234,598

*Recommended future year total cost support, subject to the availability of funds and satisfactory progress of the project.

Fiscal Information:

CFDA Number: 93.243
EIN: 1742652689C5
Document Number: 16SP21778A
Fiscal Year: 2016

IC	CAN	Amount
SP	C96V040	\$208,283

IC	CAN	2016	2017	2018	2019	2020
SP	C96V040	\$208,283	\$234,598	\$234,598	\$234,598	\$234,598

SP Administrative Data:

PCC: HIV-CBI / OC: 4145

SECTION II – PAYMENT/HOTLINE INFORMATION – 1H79SP021778-01

Payments under this award will be made available through the HHS Payment Management System (PMS). PMS is a centralized grants payment and cash management system, operated by the HHS Program Support Center (PSC), Division of Payment Management (DPM). Inquiries regarding payment should be directed to: The Division of Payment Management System, PO Box 6021, Rockville, MD 20852, Help Desk Support – Telephone Number: 1-877-614-5533.

The HHS Inspector General maintains a toll-free hotline for receiving information concerning fraud, waste, or abuse under grants and cooperative agreements. The telephone number is: 1-800-HHS-TIPS (1-800-447-8477). The mailing address is: Office of Inspector General, Department of Health and Human Services, Attn: HOTLINE, 330 Independence Ave., SW, Washington, DC 20201.

SECTION III – TERMS AND CONDITIONS – 1H79SP021778-01

This award is based on the application submitted to, and as approved by, SAMHSA on the above-title project and is subject to the terms and conditions incorporated either directly or by reference in the following:

- a. The grant program legislation and program regulation cited in this Notice of Award.
- b. The restrictions on the expenditure of federal funds in appropriations acts to the extent those restrictions are pertinent to the award.
- c. 45 CFR Part 75 as applicable.
- d. The HHS Grants Policy Statement.
- e. This award notice, INCLUDING THE TERMS AND CONDITIONS CITED BELOW.

Treatment of Program Income:

Additional Costs

In accordance with the regulatory requirements provided at 45 CFR 75.113 and Appendix XII to 45 CFR Part 75, recipients that have currently active Federal grants, cooperative agreements, and procurement contracts with cumulative total value greater than \$10,000,000 must report and maintain information in the System for Award Management (SAM) about civil, criminal, and administrative proceedings in connection with the award or performance of a Federal award that reached final disposition within the most recent five-year period. The recipient must also make semiannual disclosures regarding such proceedings. Proceedings information will be made publicly available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)). Full reporting requirements and procedures are found in Appendix XII to 45 CFR Part 75.

SECTION IV – SP Special Terms and Conditions – 1H79SP021778-01

REMARKS:

As a reminder all SAMHSA official notifications will be electronically mailed to your organization's Business Official address as identified in the HHS Checklist, Part C.

This award approves the amount of \$208,283 for the HIV Capacity Building Initiative (HIV CBI).

The full approved amount has been moved to the "other" budget category.

SPECIAL TERM(s) OF AWARD:

DOMA Language:

On June 26, 2013, in United States v. Windsor, the Supreme Court held that section 3 of the Defense of Marriage Act (DOMA), which prohibited federal recognition of same-sex spouses/marriages, was unconstitutional. As a result of that decision, SAMHSA is no longer prohibited from recognizing same sex marriages. Consistent with HHS policy and the purposes of SAMHSA programs, same-sex spouses/marriages are to be recognized in the HIV CBI Program. This means that, as a recipient of SAMHSA funding, HIV CBI program, you are required to treat as valid the marriages of same-sex couples whose marriage was legal when entered into. This applies regardless of whether the couple now lives in a jurisdiction that recognizes same-sex marriage or a jurisdiction that does not recognize same-sex marriage. Any same-sex marriage legally entered into in one of the 50 states, the District of Columbia, a U.S. territory or a foreign country will be recognized. However, this does not apply to registered domestic partnerships, civil unions or similar formal relationships recognized under state law as something other than a marriage.

Disparity Impact Statement (DIS) - Due by November 30, 2016, you must:

Submit an electronic copy of a disparity impact statement to the Government Project Officer (GPO) and Grants Management Specialist (GMS) as identified under Contacts on this notice of award. The disparity impact statement should be consistent with information in your application regarding access, *service use and outcomes for the program and include three components as described below. Questions about the disparity impact statement should be directed to your GPO. Examples of disparity impact statements can be found on the SAMHSA website at <http://www.samhsa.gov/grants/grants-management/disparity-impact-statement>.

*Service use is inclusive of treatment services, prevention services as well as outreach, engagement, training and/or technical assistance activities.

The disparity impact statement, in response to the Special Condition of Award, consists of three components:

1. Proposed number of individuals to be reached by subpopulations in the grant implementation area should be provided in a table that covers the entire grant period. The disparate population(s) should be identified in a narrative that includes a description of the population and rationale for how the determination was made.
2. A quality improvement plan for how you will use your program (GPRA) data on access, use and outcomes to monitor and manage program outcomes by race, ethnicity and LGBT status, when possible. The quality improvement plan should include strategies for how processes and/or programmatic adjustments will support efforts to reduce disparities for the identified sub-populations.
3. The quality improvement plan should include methods for the development and implementation of policies and procedures to ensure adherence to the Enhanced Culturally and Linguistically Appropriate Services (CLAS) Standards and the provision of effective care and services that are responsive to:
 - a. Diverse cultural health beliefs and practices;
 - b. Preferred languages; and
 - c. Health literacy and other communication needs of all sub-populations within the proposed geographic region.

SPECIAL CONDITIONS OF AWARD :

Revised Budget - By October 31, 2016, grantee must respond to the following:

- a) Provide a revised detailed budget justification, budget narrative, SF-424 and SF-424A corresponding to the approved amount. Also need SF424A for 01 year.

Other - By October 31, 2016, grantee must respond to the following:

- a) The checklist notes Jon Agle as the Project Director but has him listed as the Project Evaluator on the Budget and Justification while, Aaron Sayegh is listed as the Project Director. Please clarify.
- b) Please provide a copy of your Indirect Cost Rate Agreement

Failure to comply with the above stated terms and conditions may result in suspension, classification as High Risk status, termination of this award or denial of funding in the future.

STANDARD TERMS OF AWARD:

Refer to the following SAMHSA website for Standard Terms of Award:

<http://www.samhsa.gov/grants/grants-management/notice-award-noa/standard-terms-conditions>

Key staff are listed below:

Alison Greene **Program Director @ 40%** level of effort

Jo Korchmaros **Evaluator @ 12%** level of effort

All changes in key staff including level of effort must be sent electronically to the GPO including a biographical sketch and other documentation and information as stated above who will make a recommendation for approval or disapproval to the assigned Grants Management Specialist. Only the GMO, SAMHSA may approve Key Staff Changes.

REPORTING REQUIREMENTS:

Submission of a Programmatic Quarterly Report is due no later than the dates as follows:

1st Report – January 31, 2017

2nd Report – April 30, 2017

3rd Report – July 31, 2017

4th Report – October 31, 2017

Please submit your Programmatic quarterly

Report to DGMPProgressReports@samhsa.hhs.gov and copy your Program Official.

All responses to special terms and conditions of award and post award requests may be electronically mailed to the Grants Management Specialist and to the Program Official as identified on your Notice of Award.

It is essential that the Grant Number be included in the SUBJECT line of the email.

CONTACTS:

Judith Ellis, Program Official

Phone: (240) 276-2567 **Email:** judith.ellis@samhsa.hhs.gov

Heather Cooper, Grants Specialist

Phone: 240-276-1400 **Email:** Heather.Cooper@samhsa.hhs.gov



HIV CBI
Department of Health and Human Services
Substance Abuse and Mental Health Services Administration

Notice of Award

Issue Date: 01/18/2017

Center for Substance Abuse Prevention

Grant Number: 1H79SP021778-01 REVISED
FAIN: SP021778
Program Director: Alison Greene

Project Title: Bridges to Wellness (B-Well)

Grantee Address	Business Address
UNIVERSITY OF ARIZONA Arizona Board of Regents, University of Arizona Senior Vice President for Research P.O. Box 2101585 Room 510 Tucson, AZ 857210158	University of Arizona Director P.O. Box 210158, Rm 510 Tucson, AZ 857210158

Budget Period: 09/30/2016 – 09/29/2017

Project Period: 09/30/2016 – 09/29/2021

Dear Grantee:

The Substance Abuse and Mental Health Services Administration hereby revises this award (see "Award Calculation" in Section I and "Terms and Conditions" in Section III) to UNIVERSITY OF ARIZONA in support of the above referenced project. This award is pursuant to the authority of Section 516 of the Public Health Service Act, as amended and is subject to the requirements of this statute and regulation and of other referenced, incorporated or attached terms and conditions.

Award recipients may access the SAMHSA website at www.samhsa.gov (click on "Grants" then SAMHSA Grants Management), which provides information relating to the Division of Payment Management System, HHS Division of Cost Allocation and Postaward Administration Requirements. Please use your grant number for reference.

Acceptance of this award including the "Terms and Conditions" is acknowledged by the grantee when funds are drawn down or otherwise obtained from the grant payment system.

If you have any questions about this award, please contact your Grants Management Specialist and your Government Project Officer listed in your terms and conditions.

Sincerely yours,
Eileen Bermudez
Grants Management Officer
Division of Grants Management

See additional information below

SECTION I – AWARD DATA – 1H79SP021778-01 REVISED

Award Calculation (U.S. Dollars)

Salaries and Wages	\$77,017
Fringe Benefits	\$26,879
Personnel Costs (Subtotal)	\$103,896
Supplies	\$2,729
Consortium/Contractual Cost	\$49,908
Travel Costs	\$2,464
Other	\$9,035
Direct Cost	\$168,032
Indirect Cost	\$40,251
Approved Budget	\$208,283
Federal Share	\$208,283
Cumulative Prior Awards for this Budget Period	\$208,283

AMOUNT OF THIS ACTION (FEDERAL SHARE) \$0

SUMMARY TOTALS FOR ALL YEARS	
YR	AMOUNT
1	\$208,283
2	\$234,598
3	\$234,598
4	\$234,598
5	\$234,598

*Recommended future year total cost support, subject to the availability of funds and satisfactory progress of the project.

Fiscal Information:

CFDA Number: 93.243
 EIN: 1742652689C5
 Document Number: 16SP21778A
 Fiscal Year: 2016

IC	CAN	Amount
SP	C96V040	\$208,283

IC	CAN	2016	2017	2018	2019	2020
SP	C96V040	\$208,283	\$234,598	\$234,598	\$234,598	\$234,598

SP Administrative Data:
 PCC: HIV-CBI / OC: 4145

SECTION II – PAYMENT/HOTLINE INFORMATION – 1H79SP021778-01 REVISED

Payments under this award will be made available through the HHS Payment Management System (PMS). PMS is a centralized grants payment and cash management system, operated by the HHS Program Support Center (PSC), Division of Payment Management (DPM). Inquiries regarding payment should be directed to: The Division of Payment Management System, PO Box 6021, Rockville, MD 20852, Help Desk Support – Telephone Number: 1-877-614-5533.

The HHS Inspector General maintains a toll-free hotline for receiving information concerning fraud, waste, or abuse under grants and cooperative agreements. The telephone number is: 1-

800-HHS-TIPS (1-800-447-8477). The mailing address is: Office of Inspector General, Department of Health and Human Services, Attn: HOTLINE, 330 Independence Ave., SW, Washington, DC 20201.

SECTION III – TERMS AND CONDITIONS – 1H79SP021778-01 REVISED

This award is based on the application submitted to, and as approved by, SAMHSA on the above-title project and is subject to the terms and conditions incorporated either directly or by reference in the following:

- a. The grant program legislation and program regulation cited in this Notice of Award.
- b. The restrictions on the expenditure of federal funds in appropriations acts to the extent those restrictions are pertinent to the award.
- c. 45 CFR Part 75 as applicable.
- d. The HHS Grants Policy Statement.
- e. This award notice, INCLUDING THE TERMS AND CONDITIONS CITED BELOW.

Treatment of Program Income:

Additional Costs

In accordance with the regulatory requirements provided at 45 CFR 75.113 and Appendix XII to 45 CFR Part 75, recipients that have currently active Federal grants, cooperative agreements, and procurement contracts with cumulative total value greater than \$10,000,000 must report and maintain information in the System for Award Management (SAM) about civil, criminal, and administrative proceedings in connection with the award or performance of a Federal award that reached final disposition within the most recent five-year period. The recipient must also make semiannual disclosures regarding such proceedings. Proceedings information will be made publicly available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)). Full reporting requirements and procedures are found in Appendix XII to 45 CFR Part 75.

SECTION IV – SP Special Terms and Conditions – 1H79SP021778-01 REVISED

REMARKS:

This award removes the Special Condition of Award due on October 31, 2016 and approves the revised budget submitted on December 14, 2016.

STANDARD TERMS OF AWARD:

All previous terms and conditions remain in effect until specifically approved and removed by the Grants Management Officer, SAMHSA.

CONTACTS:

Judith Ellis, Program Official
Phone: (240) 276-2567 Email: judith.ellis@samhsa.hhs.gov

Heather Cooper, Grants Specialist
Phone: 240-276-1612 Email: Heather.Cooper@samhsa.hhs.gov

Attachment 5



THE UNIVERSITY OF ARIZONA

SUBAWARD CLOSEOUT REQUIREMENTS

(To be submitted by Subrecipient upon completion of Subaward)

Subaward No. _____ Subrecipient:

Please check all that apply.

___ **Final invoice and financial report submitted per the terms of the Subaward.
Invoice No. _____ Invoice Date _____ Amount _____

___ **Technical Report submitted to the University of Arizona's PI per the terms of the Subaward.

___ Required Cost Share has been met and reported.

___ Fixed Price Subaward – End of Award Certification (Attachment 4 of subaward agreement)

___ Patents or inventions:

___ Patents and/or inventions are pending. See attached documentation.

___ There are no patents or inventions to report.

___ Equipment:

___ Equipment was purchased for this Subaward. See agreement for disposition and/or reporting requirements.

___ Equipment was NOT purchased for this Subaward.

****If this subaward is federally funded, the Federal Government's strict enforcement of the 90-day award closeout requires due diligence by the Subrecipient with regards to due dates in the Subaward Agreement.**

I hereby certify the above information is correct and in accordance with the terms of the Subaward.

Subrecipient Signature

Date

Please return completed form and any additional documentation noted above to:

(Financial Contact at UA)

Attachment 6

FFATA Reporting Requirements

Definition. "Reporting" includes FFATA Data Elements

Amendment for Updated Reporting Requirements. A unilateral amendment may be issued to update reporting requirements in response to any additional requirements or guidance from the OMB or Sponsor including, but not limited to, the definition of terms and data elements, and specific instructions for reporting and report formats.

For more information on FFATA please visit www.ffata.org

Data to be Reported Prior to Subaward Obligation/Action Date

A. Subaward Project Description

Subrecipient should provide the award title and description of the purpose. The description should capture the overall purpose of the subaward. Example of project description: "Investment in public transportations: replace four 10 year old electric commuter train cars, in addition funds will be used to construct a multi-modal Park and Ride facility featuring: commuter parking, transit hub, bicycle accommodations, and a potential future platform."

<p>Project Title: Bridges to Wellness (B-Well)</p> <p>Project Description</p> <p>The Pima County Health Department (PCHD) will assist SIROW to implement a capacity building program for prevention of substance abuse and HIV among youth involved with the criminal justice system in Pima County. PCHD will provide HIV testing and counseling to the youth and train other collaborators in HIV counseling and testing.</p>	
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