



GRANT AGREEMENT

Date: April 8, 2014

Grantor: The Arizona Community Foundation, Grant Number: 20143194

Grant recipient: Pima County Health Department

Grant Period: April 2014 – April 2015

Grant Amount: \$11,200

Special Conditions: Signed Agreement

Final Report Due: April 30, 2015

As consideration for the grant, the Grantee agrees to the following conditions:

- 1. Use of Grant Money.** The Grantee shall use the Grant Money only for the Project and in accordance with the proposal and budget previously submitted to and approved by The Arizona Community Foundation. The Grantee shall not make any significant change in the Project without the prior approval of The Arizona Community Foundation. At the end of the grant period, the Grantee shall promptly return to The Arizona Community Foundation any unused portion of the Grant Money.
- 2. Reports.** The Grantee shall submit written reports on the accomplishments of this Project as well as an accounting of expenditure of grant funds. Reporting and documentation required by The Arizona Community Foundation shall be provided as outlined in the Grantee Final Report, which will be available as the final report due date nears. The Grantee shall provide The Arizona Community Foundation with copies (if available) of any press releases, photographs and published material about the Grant Money and the work it made possible.
- 3. Meeting Requirement.** The Grantee may be asked to attend a meeting at the Arizona Community Foundation, to be set at a later date, to discuss your project. Discussions on capacity building in the future and other topics will also take place.
- 4. Publicity.** You will allow the Arizona Community Foundation (ACF) to review and approve the text, including quotes, of any proposed publicity concerning this grant *prior* to its release. ACF may include information regarding this grant, including the amount and purpose of the grant, any photographs you may have provided, your logo or trademark, or other information

or materials about your organization and its activities, in ACF's periodic public reports, newsletters, news releases or any other printed materials distributed by the Community Foundation. Please ensure that all publicity (including printed material, press releases and Web sites) states "*partial funding provided by the Arizona Community Foundation*" If you require an electronic copy of ACF's official logo please contact the Marketing/Communications department at the Community Foundation.

5. **Retention of Records.** The Grantee shall keep all financial records pertaining to the Project for at least four years and shall make such records available to The Arizona Community Foundation at reasonable times upon The Arizona Community Foundation's request.
6. **Revocation of Grant Money.** The Grantee must return all unexpended grant funds immediately upon request by The Arizona Community Foundation if (1) the Foundation, at its sole discretion, determines that the Grantee has not performed in accordance with this Agreement, or (2) the Grantee loses its exemption from federal income tax under Section 501C 3 of the Internal Revenue Code of 1986, as amended (the) "Code" and is classified as other than a private foundation under Section 509(a) of the Code.
7. **Grant Does Not Create a Partnership.** The Grantee shall not in any manner indicate, nor shall the grant or any documents related thereto be in any manner deemed to create or construed as creating, any kind of partnership, joint venture or other similar relationship between The Arizona Community Foundation and the Grantee or other party. The Arizona Community Foundation shall not be deemed in any manner responsible for the debts, liabilities or other obligations of the Grantee, including any such debts relating to this Project.
8. **Amendment.** This Grant Agreement shall not be amended or revised except by a written document signed by the parties hereto.
9. **Changes or Problems Occurring During Grant Year.** Any changes or problems in the Grantee Agency that affects the Project must be reported to The Arizona Community Foundation immediately.

The parties have entered into this Grant Agreement as of the day and year first above written.

Arizona Community Foundation

Arizona Community Foundation

By:



Steve Seleznick, CEO

The Grantee

By:

CONTRACTOR:

Pima County
Agency

86-6000543
Employer ID Number (EIN)

APPROVED:

Chair, Board of Supervisors

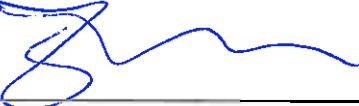
Date

ATTEST:

Clerk of Board

Date

APPROVED AS TO FORM:

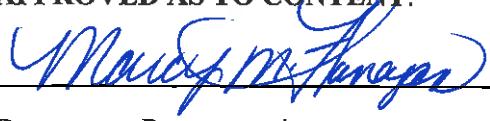


Deputy County Attorney **JONATHAN PINKNEY-BAIRD**

6/5/14

Date

APPROVED AS TO CONTENT:



Department Representative

6/9/2014

Date

ATTACHMENT A

**PIMA COUNTY ADDENDUM
TO
GRANT AGREEMENT BETWEEN
ARIZONA COMMUNITY FOUNDATION (ACF)
AND
PIMA COUNTY HEALTH DEPARTMENT**

The terms and conditions of the Grant Agreement from the Arizona Community Foundation, effective April 30, 2014, are amended as follows:

CHANGE: Article 6, Revocation of Grant Money:

From: The Grantee must return all unexpended grant funds immediately upon request by The Arizona Community Foundation if (1) the Foundation, at its sole discretion, determines that the Grantee has not performed in accordance with this Agreement, or (2) the Grantee loses its exemption from federal income tax under Section 501C 3 of the Internal Revenue Code of 1986, as amended (the) "Code" and is classified as other than a private foundation under Section 509(a) of the Code.

To: The Grantee must return all unexpended grant funds immediately upon request by The Arizona Community Foundation if the Foundation, at its sole discretion, determines that the Grantee has not performed in accordance with this Agreement.

ADD: The following paragraphs are added:

Term

The grant award period commences April 30, 2014 and terminates April 30, 2015, unless sooner terminated or further extended by mutual agreement. Any modification, or extension of the Contract termination date, shall be by formal written amendment executed by the parties hereto. Amendments to the Contract must be approved by the Board of Supervisors before any work or deliveries under the Amendment commences.

Scope

The Pima County Tuberculosis (TB) Program provides Direct Observation Therapy (DOT) to all County patients with TB. Under this program, an Outreach Worker takes the prescribed medications to the patient and visualizes their ingestion of the medications as well as monitoring for side/adverse effects and response to therapy. As a result of implementing DOT, the PCHD's completion of treatment rate for 2013 was 96%.

Serving patients in remote rural communities with the current DOT program challenges the PCHD resources, especially as the program seeks to reach the Tribal Nations, Ajo, Arivaca, Why, Lukeville and Continental. ACF Funding is provided for a demonstration project to explore the feasibility of Remote Real-time Video Observed Therapy for clients with TB located in remote rural communities in Pima County. ACF funds will be invested in the purchase of equipment and/or services to evaluate the feasibility of this strategy.

Non-Discrimination

ACF agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09 including flow down of all provisions and requirements to any subcontractors. Executive Order 2009-09 supersedes Executive order 99-4 and amends Executive order 75-5 and may be viewed and downloaded at the Governor of the State of Arizona's website http://www.azgovernor.gov/dms/upload/EO_2009_09.pdf which is hereby incorporated into this contract as if set forth in full herein. During the performance of this contract, ACF shall not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.

Americans with Disabilities Act

ACF shall comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 §§ U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36.

Cancellation for Conflict of Interest

This Contract is subject to cancellation for conflict of interest pursuant to ARS § 38-511, the pertinent provisions of which are incorporated into this Contract by reference.

Legal Arizona Workers Act Compliance

ACF hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to ACF's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). ACF shall further ensure that each subcontractor who performs any work for ACF under this contract likewise complies with the State and Federal Immigration Laws.

COUNTY shall have the right at any time to inspect the books and records of ACF and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of ACF's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting ACF to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, ACF shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor, as soon as possible so as not to delay project completion.

ACF shall advise each subcontractor of COUNTY'S rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form:

“SUBCONTRACTOR hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to SUBCONTRACTOR’s employees, and with the requirements of A.R.S. § 23-214 (A). SUBCONTRACTOR further agrees that COUNTY may inspect the SUBCONTRACTOR’s books and records to ensure that SUBCONTRACTOR is in compliance with these requirements. Any breach of this paragraph by SUBCONTRACTOR will be deemed to be a material breach of this contract subjecting SUBCONTRACTOR to penalties up to and including suspension or termination of this contract.”