

# BOARD OF SUPERVISORS AGENDA ITEM REPORT CONTRACTS / AWARDS / GRANTS

Requested Board Meeting Date: January 17, 2017

or Procurement Director Award

Contractor/Vendor Name (DBA): Arizona Board of Regents - University of Arizona

#### Project Title/Description:

Bridges to Wellness (B-Well)

#### 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

#### **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, systeminvolved 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 this contract began September 30, 2016. However, Pima County Health Department work has not yet begun.

Ovininal Information				
Original Information				
Document Type: GTAW	<u> </u>	amming-th-		
Effective Date: 9/30/2016	<del></del>	Prior Contract Number (Synergen/CMS): N/A		
Expense Amount: \$		Revenue Amount: \$ 16,060		
Funding Source(s): Ari	zona Board or Regents / SAMH	ISA (federal)		
Cost to Pima County Gene	eral Fund: \$0.00			
Contract is fully or partially	funded with Federal Funds?	☐ Yes ☐ No ☒ Not Applicable to Grant Awards		
Were insurance or indemn	ity clauses modified?	☐ Yes ☐ No ☑ Not Applicable to Grant Awards		
Vendor is using a Social S	ecurity Number?	☐ Yes ☐ No ☒ Not Applicable to Grant Awards		
If Yes, attach the required	form per Administrative Proced	ure 22-73.		
<b>Amendment Information</b>				
Document Type:	Department Code:	Contract Number (i.e.,15-123):		
Amendment No.:		AMS Version No.:		
	,			
☐ Expense ☐ Revenue	☐ Increase ☐ Decrease			
Funding Source(s):				
Cost to Pima County Gene	eral Fund:			
Contact: Sharon Grant				
Department: Health		Telephone: 724-7842		
Department Director Signature/Date:				
Deputy County Administrator Signature/Date:				
County Administrator Signature/Date: (Required for Board Agenda/Addendum Items)				
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#### 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 #:

#### 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 <u>Payment Terms</u>. 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 <u>Invoicing</u>. 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 <u>Required Certification</u>. 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 <u>Accounting</u>. SUBCONTRACTOR will maintain an accounting system that allows for the identification of receipt and expenditure of funds for this Subcontract.
- 1.7 <u>Lower-Tier Subcontractors</u>. 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 <u>Use of Facilities</u>. SUBCONTRACTOR will furnish all necessary facilities and equipment as is required for the work on this project unless otherwise specified herein.
- 1.9 <u>Title to Equipment</u>. 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 <u>Modification of Subcontract</u>. 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 <u>Federal Flow-Down</u>. 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 <u>Subcontractor Certifications</u>. By signature of this Subcontract, SUBCONTRACTOR certifies that:
  - a. Non-Delinquency: It is not delinquent on the repayment of any Federal debt.
  - b. <u>Drug-Free Workplace</u>: It is in compliance with the Drug-Free Workplace Act of 1988.
  - c. <u>Lobbying</u>: 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. <u>Clean Air and Water Certification</u>: Any facility to be used in the performance of this Agreement is not on the Environmental Protection Agency (EPA) List of Violating Facilities.
  - e. <u>Compliance</u>. 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. <u>Debarment/Suspension</u>: 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 <u>Annual Report</u>. 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 <u>Final Reports</u>. Within forty-five (45) days after the Obligated Period of Performance end date, SUBCONTRACTOR will provide the following reports to ARIZONA:
  - a. <u>Financial</u>. 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.
  - <u>Technical</u>. 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. <u>Invention</u>. A final invention report using Prime Award specific forms. SUBCONTRACTOR will submit the invention report to ARIZONA's technical contact.
  - d. <u>Property</u>. 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. <u>Closeout</u>. 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 <u>Insurance</u>. 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 <u>Indemnification</u>. 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 <u>Patents/Inventions</u>. 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 <u>Publication</u>. 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 <u>Term</u>. 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 <u>Termination for Convenience</u>. ARIZONA may terminate this Agreement at any time upon forty-five (45) days written notice.
- 5.3 <u>Termination for Breach</u>. 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 <u>Effect of Termination</u>. 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

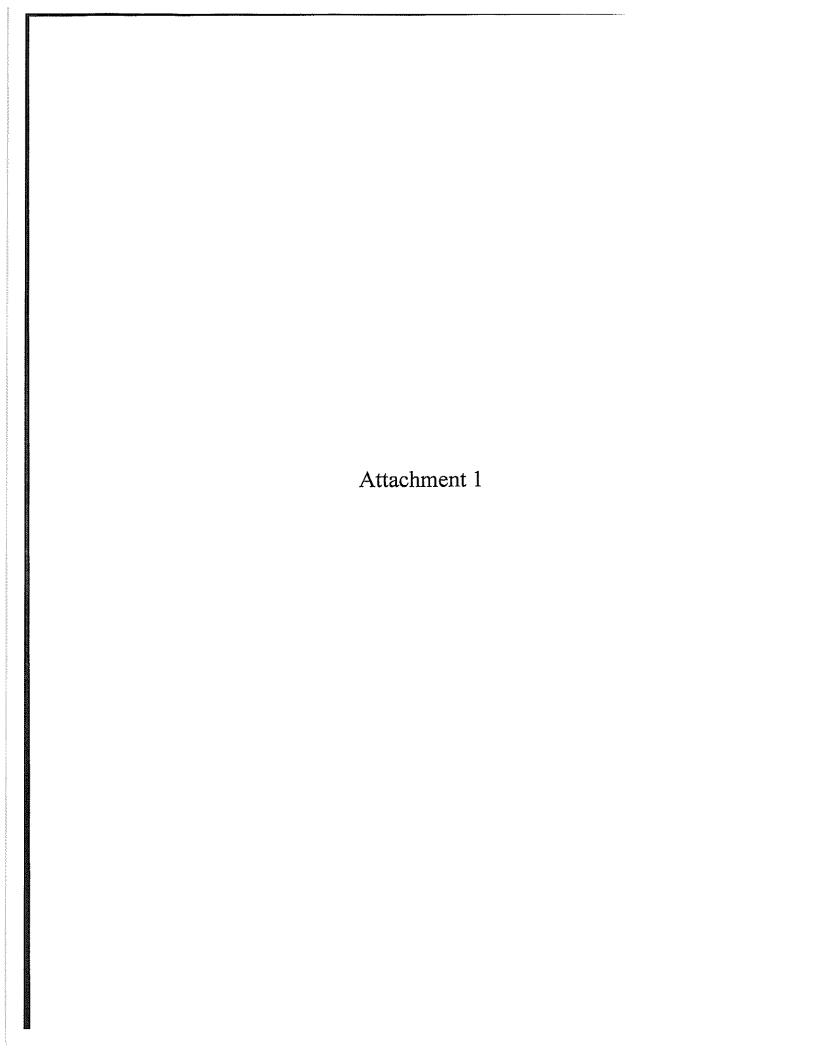
- 6.1 <u>Notices</u>. Formal communications and notices required by this Agreement will be provided to the appropriate contacts listed in Attachment 3.
- 6.2 <u>No Use of Names or Logos</u>. Neither party is permitted to use the names, logos, or other identifiers associated with the other Party without such Party's express prior written consent in each instance.
- 6.3 <u>Press Releases</u>. 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 <u>Disputes</u>. 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 <u>Non-Discrimination</u>. The Parties agree to be bound by state and federal laws and regulations governing equal opportunity and non-discrimination and immigration.
- 6.7 <u>Conflict of Interest</u>. 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 reexport of U.S. origin goods, software, services and/or technical data, or the direct product thereof.
- 6.10 <u>Severability</u>. 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 <u>Independent Contractors</u>. 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 <u>Electronic Signatures</u>. 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 <u>Animal or Human Subjects</u>. 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.

1/4/17

Jonathan Pinkney



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 preand 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	Program Coordinator for	15% FTE @		\$9,866
Health	HIV testing services and	\$6,962 salary		
Department	training for Project Staff	and \$2,904 ERE		ļ
(Miguel Soto)				
Pima County	HIV Rapid Test Kits	\$8.00 per test		Yr 1 \$328
Health	Year One (26 tests year 1 for			Yr 2 \$672
Department	B-Well participants and 15	V		Yr 3 \$960
	tests for community youth			Yr 4 \$960
	done at targeted outreach	-		Yr 5 \$960
	events)	10.50/ 150/		17D 1 05 707
Pima County	Staff to conduct outreach,	12.5%-15% FTE		YR 1 \$5,787 YR 2-5 \$6,944
Health	counseling, testing and other	FIE		I K 2-3 50,344
Department (CDI/Outreach	applicable HIV prevention activities (2 staff at 6.25% -	ERE calculated	<u></u>	
Staff)	7.5%FTE)	at 30%		
Stail)	7.370F1E)	at 5070	***	
+		See narrative		
		for annual	www.	THE STATE OF THE S
		salary	AAA	
Pima County	Mileage to travel to and from	30 miles round		YR 1 \$26
Health	2-4 outreach events per yr	trip) x 2-4		YR 2-5 \$52
Department		x.445/mile		
	Intermountain testing	20 miles round		
	6 trips year 1	trip x 6		\$53
		x.445/mile		
		***************************************		
	12 trips years 2-5	20 miles round		
		trip 12		\$107
		x.445/mile		

	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



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

UNIVERSITY OF ARIZONA Arizona Board of Regents, University of Arizona Senior Vice President for Research P.O. Box 2101585

Room 510

Tucson, AZ 857210158

**Business Address** 

Issue Date: 09/01/2016

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 <a href="www.samhsa.gov">www.samhsa.gov</a> (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

\$208,283

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

93.243

\$234,598

Fiscal Information:

5

CFDA Number:

EIN: 1742652689C5

Document Number: 16SP21778A Fiscal Year: 2016

AMOUNT OF THIS ACTION (FEDERAL SHARE)

 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.

<sup>\*</sup>Recommended future year total cost support, subject to the availability of funds and satisfactory progress of the project.

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 <u>United States v. Windsor</u>, 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 Agley 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 DGMProgressReports@samhsa.hhs.govand 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

Attachment 5



# SUBAWARD CLOSEOUT REQUIREMENTS

(To be submitted by Subrecipient upon completion of Subaward)

Subav	vard No.	Subrecipient:	
Please	check all that apply	<b>/</b> .	
		nd financial report submitted per the term Invoice Date	
	**Technical Repo	ort submitted to the University of Arizona'	's PI per the terms of the Subaward.
	Required Cost Sh	nare has been met and reported.	
M	Fixed Price Suba	ward – End of Award Certification (Attac	hment 4 of subaward agreement)
	Patents or invent	ions:	
	Patents and/c	r inventions are pending. See attached doo	cumentation.
	There are no	patents or inventions to report.	
	Equipment:		
	Equipment war requirements.	as purchased for this Subaward. See agree	ment for disposition and/or reporting
	Equipment w	as NOT purchased for this Subaward.	
**If thi require	s subaward is federal s due diligence by the	ly funded, the Federal Government's strict enfo Subrecipient with regards to due dates in the S	orcement of the 90-day award closeout Subaward Agreement.
I heret	by certify the above	information is correct and in accordance	with the terms of the Subaward.
Subrec	cipient Signature		Date
Please re	turn completed form and a	ny additional documentation noted above to:	
	(Fin	ancial Contact at UA)	3/25/15 Rev.

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."

Project Description	