



BOARD OF SUPERVISORS AGENDA ITEM REPORT
CONTRACTS / AWARDS / GRANTS

☐ Award ☐ Contract ☒ Grant

Requested Board Meeting Date: December 3, 2019

* = Mandatory, information must be provided

or Procurement Director Award ☐

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

The Arizona Board of Regents, The University of Arizona

***Project Title/Description:**

Arizona Health Zone SNAP-Ed Local Implementation Services

***Purpose:**

The Health Department will provide policy coordination and liaise with the University of Arizona to assist with implementation of SNAP-Ed initiatives in Pima County, including nutrition education and policy systems / environmental strategies that promote healthy eating and physical activity.

***Procurement Method:**

This Revenue Contract is a non-Procurement contract and not subject to Procurement rules.

***Program Goals/Predicted Outcomes:**

1. To improve healthy eating habits and a physically active lifestyle for SNAP-Ed participants by reducing barriers.
2. To prevent or postpone the onset of diseases for SNAP-Ed participants who have risk factors for nutrition-related chronic diseases.

***Public Benefit:**

- Reduction in chronic diseases in Pima County
- Reduction in the duplication of services provided to SNAP-Ed participants
- Increase in community collaboration

***Metrics Available to Measure Performance:**

1. Number of hours worked on project
2. Number of meetings held with site leaders and managers
3. Number of meetings held with community partners
4. Percent of communities reached

***Retroactive:**

Yes. This subcontract is retroactive to October 1, 2019 but was not received from the University of Arizona until November 12, 2019.

NOV 26 10 02 PM '19

GMI Approval 11/25/19 JLS
Revised 9/2019

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**If Yes, 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 22-10.***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: GTAW Department Code: HD Grant Number (i.e.,15-123): 20*67

Effective Date: 10/01/2019 Termination Date: 09/30/2020 Amendment Number: 00

☐ Match Amount: \$ _____ ☒ Revenue Amount: \$ 20,000.00***All Funding Source(s) required:** United States Department of Agriculture via Arizona Department of Health Services via University of Arizona***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)?**

The funds went through both ADHS and the U of A prior to coming to Pima County.

Contact: Sharon Grant

Department: Health

Telephone: 724-7842

Department Director Signature/Date: _____

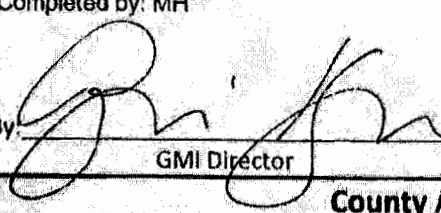

Deputy County Administrator Signature/Date: _____

County Administrator Signature/Date: _____

(Required for Board Agenda/Addendum Items)

Instructions: Fill out the top section of this form completely. Contact the program Grants Management & Innovation (GMI) Lead if you require assistance (724-2240). Email your completed request to: GMI@pima.gov. Your request will be forwarded to County Administration for review. Notification of approval requests should be submitted at least 15 business days prior to the application's submission deadline (AP 5-1 Procedure).

Form: 2989-0002 Grant Application Approval Request (05132019)

GRANT COST/BENEFIT ANALYSIS To be completed by GMI staff																						
CFDA No. _____																						
Competitive Criteria:	The original RFP (#L191916) requested proposals "to furnish the University with provide policy, systems, and environmental change support for Arizona Health Zone Supplemental Nutritional Assistance Program Education (SNAP-Ed) Local Implementation Services". Vendor proposals required to be in a format readily incorporated into contract.																					
Other Factors:	HD applied in April, 2019 (before AP5-1 was implemented), and received notice of award May 7, 2019. Program period begins October 1, 2019 and ends September 30, 2020. Indirect was not included in the application. PCHD proposes staff time at .4FTE and \$1,800 for travel to sites.																					
Number of Awards: _____	Total amount to be awarded: _____																					
Match Required: <input type="checkbox"/> Yes <input type="checkbox"/> No If required what is the amount/percent: _____																						
Terms Notes (e.g. unusual restrictions, reporting burdens, etc.):	Vendor (as referred to in RFP L191916) is required to abide by the ADA and create accessible products. Required to comply with Buckley Amendment, protecting student privacy. Total invoices may not exceed \$20,000 for the contract year (October 2019 -September 2020); all travel budgeted must use the State of Arizona Accounting Manual reimbursement rates. Option to extend for 1 - 2 additional federal fiscal years.																					
<table style="width: 100%; border: none;"> <tr> <td style="width: 60%;">Will this project require additional office/project space?</td> <td style="width: 10%; text-align: center;"><input type="checkbox"/> Yes</td> <td style="width: 10%; text-align: center;"><input checked="" type="checkbox"/> No</td> </tr> <tr> <td>Will this project require staff time that cannot be paid for by the grant?</td> <td style="text-align: center;"><input type="checkbox"/> Yes</td> <td style="text-align: center;"><input checked="" type="checkbox"/> No</td> </tr> <tr> <td>Will your project require any equipment items over \$5,000 per item?</td> <td style="text-align: center;"><input type="checkbox"/> Yes</td> <td style="text-align: center;"><input checked="" type="checkbox"/> No</td> </tr> <tr> <td>Does the proposal use a fixed price contract?</td> <td style="text-align: center;"><input type="checkbox"/> Yes</td> <td style="text-align: center;"><input checked="" type="checkbox"/> No</td> </tr> <tr> <td>Is this project subject to Human Subjects compliance?</td> <td style="text-align: center;"><input type="checkbox"/> Yes</td> <td style="text-align: center;"><input checked="" type="checkbox"/> No</td> </tr> <tr> <td>Does this project involve subrecipients?</td> <td style="text-align: center;"><input type="checkbox"/> Yes</td> <td style="text-align: center;"><input checked="" type="checkbox"/> No</td> </tr> <tr> <td>Is there a Statutory Funding Preference from the funding agency?</td> <td style="text-align: center;"><input type="checkbox"/> Yes</td> <td style="text-align: center;"><input checked="" type="checkbox"/> No</td> </tr> </table>		Will this project require additional office/project space?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	Will this project require staff time that cannot be paid for by the grant?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	Will your project require any equipment items over \$5,000 per item?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	Does the proposal use a fixed price contract?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	Is this project subject to Human Subjects compliance?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	Does this project involve subrecipients?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	Is there a Statutory Funding Preference from the funding agency?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
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Allowable Indirect Rate: _____ If Indirect is not allowed, attach documentation.																						
List any other proposal or funder specific requirements:	All reimbursable hours and descriptive information pertaining to those hours must be reported monthly in the SNAP-Ed time log. No limitation on indirect costs mentioned in L191916, and there was no line item for indirect costs included in budget template provided with RFP. Indirect Cost Waiver form attached, per AP5-1.																					
GMI notes & recommendations: Completed by: MH																						
By:  Date: <u>10/25/19</u> <div style="text-align: center; margin-top: 5px;">GMI Director</div>																						
County Administrator Approval Request																						
Approved: _____ Not Approved: _____ Subject to Further Review: <input type="checkbox"/> Yes <input type="checkbox"/> No																						
If your project is subject to further review, please contact your GMI Lead to discuss necessary revisions prior to resubmission of the Grant Approval Application Request.																						
By:  Date: <u>10/28/2019</u> <div style="text-align: center; margin-top: 5px;">County Administrator or Designee</div>																						

REQUEST FOR WAIVER OF INDIRECT COSTS

Requestor (Department Lead)	Brian Eller, Program Manager
Project Title	Supplemental Nutrition Assistance Program (SNAP), Pima County
Sponsor Due Date:	April 16, 2019
GMI Lead	Molly Hilber

Pima County's Indirect Cost Waiver Policy:

Refer to County Administrator's March 5, 2019 directive regarding recovery of indirect costs:
"No grant acceptance on behalf of the County is to be processed unless there is a clear indication that indirect costs can and are being reimbursed" (insert link to memo).

Instructions for Requesting Indirect Cost Waiver

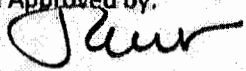
Please be aware the request for waiver must be submitted with the Grant Application Approval Request. All requests for waiver of indirect costs must present a compelling reason. Reasons that do not meet the "compelling reason" justification include:

- ✓ An application will be more competitive without indirect costs requested
- ✓ A budget cut is anticipated in future years

We are seeking a waiver of indirect costs for this project based on the following:

The maximum budget for this on-going project is \$20,000. This amount barely covers .4 FTE of the salary and benefits for the new hire that will be coordinating the project with the University. However, it represents an increase over previous years and PCHD has been told the amount will increase in future years. In addition, the budget instructions say that for indirect costs to be included, a copy of the Agency's Indirect Cost Application Plan must be submitted with the application. It is our understanding that the County does not have this plan for 10% of salaries and ERE.

Reviewed and Approved by:



County Administrator or his Designee

Date: 10/20/2019



COST REIMBURSABLE SUBCONTRACT

BETWEEN

ARIZONA BOARD OF REGENTS, UNIVERSITY OF ARIZONA

AND

Pima County for and on behalf of the Pima County Health Department

Prime Sponsor: Arizona Department of Health Services/United States
Department of Agriculture

Prime Award Title: Arizona Health Zone SNAP-Ed Local Implementation Services

Prime Award #: ADHS16-106455

CFDA Number and Name: 10.561 State Administrative Matching Grants for the
Supplemental Nutrition Assistance Program

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

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

SUBCONTRACTOR: Pima County Health Department
3950 South Country Club Road, Suite 100
Tucson, AZ 85714

SUBCONTRACTOR Principal
Investigator: Brian Eller

ARIZONA Principal Investigator: Scottie L Misner

Obligated Period of Performance: October 01, 2019 through September 30, 2020

Obligated Amount: \$20,000

Facilities and Administration Rate: 0%

Purchase Order #: TBD

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 1.11. 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. No equipment acquisitions are authorized as part of this Subcontract. If equipment, regardless of cost, is furnished by ARIZONA for effort under the terms of this Subcontract, title shall remain with ARIZONA at all times. Any furnished property must be returned to ARIZONA within forty-five (45) days following the Obligated Period of Performance end date.
- 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 FEDERAL funds through ARIZONA, Subcontractor is subject to the applicable Federal Conflict of Interest flow down regulations to the funding source for each agreement. ARIZONA may cancel this Subcontract if any person significantly involved in performing this Subcontract violates the NSF regulations referenced above.
- SUBCONTRACTOR does not have an active and enforced conflict of interest policy that is consistent with the regulations referenced above. SUBCONTRACTOR agrees to adopt ARIZONA's policy.
- 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 related to such an audit are not to be charged as direct costs to this project without prior approval from ARIZONA and Prime Sponsor. 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 thirty (30) 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 thirty (30) 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 Principal Investigator.
- c. Invention. A final invention report using Prime Award specific forms. SUBCONTRACTOR will submit the invention report to ARIZONA's Principal Investigator.
- 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 Principal Investigator and 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 upon request.

3. Insurance and Indemnification

- 3.1 Insurance. SUBCONTRACTOR shall carry, or cause to be carried, throughout the term of this Agreement, at its sole expense, insurance covering SUBCONTRACTORS'S activities under this Agreement, as follows: (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. SUBCONTRACTOR shall provide written notification to ARIZONA of policy cancellation or material amendment or change within 10 days of SUBCONTRACTOR being notified by their insurance company. The commercial general liability policy required by this section shall be endorsed to name the State of Arizona, Arizona Board of Regents, and ARIZONA as additional insureds. Upon request from ARIZONA, SUBCONTRACTOR shall provide to ARIZONA Certificates of Insurance evidencing the coverages required herein. Failure to maintain the insurance required by this section shall be considered a material breach of this Agreement.
- 3.2 Indemnification. SUBCONTRACTOR shall indemnify, defend and hold harmless the State of Arizona, Arizona Board of Regents, ARIZONA, Principal Investigator, and its governing board, officers, agents, and employees, from any liability, loss or damage they may suffer as the result of claims, demands, costs or judgments against them arising out SUBCONTRACTOR's performance of the Project pursuant to this Agreement, but only to the extent, that any such liability, loss, or damage is not caused by or resulting from: (a) ARIZONA's failure to adhere to the terms of the Project protocol in all material respects; (b) ARIZONA's failure to comply with any applicable government requirements; or (c) gross negligence or willful misconduct by the Principal Investigator, ARIZONA, or its board, officers, agents, or employees as determined by a court of law. ARIZONA agrees to notify SUBCONTRACTOR as soon as it becomes aware of any such claim or action, and to cooperate with and to authorize SUBCONTRACTOR to carry out the sole management and defense of such claim or action. SUBCONTRACTOR will not compromise or settle any claim or action without the prior written approval of each of the following if they are a named party: Principal Investigator, ARIZONA, its governing board, officers, agents, or employees.

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 request a delay to such proposed public dissemination on the grounds that there is patentable or confidential subject matter that needs protection; in which event SUBCONTRACTOR shall refrain from making such publication or presentation for a maximum of sixty (60) 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. Either party 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 Termination for Non-Compliance. ARIZONA may terminate at any time if SUBCONTRACTOR no longer meets certification requirements in accordance with Section 2.2.
- 5.5 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 Arizona Cancellation of Contract. This Agreement is subject to the provisions of A.R.S. 38-511.
- 6.8 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.
- 6.9 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.
- 6.10 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.
- 6.11 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.
- 6.12 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.

- 6.13 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.

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

FOR Pima County, for and on behalf of the Pima County Health Department:

Date 11/20/19 Cindy Nguyen
Name and title: Attorney —
Cindy Nguyen, Pima County Attorney's Office

Date 11/20/2019 Bob England
Name and title: Bob England, Interim Director,
Pima County Health Department

Date _____
Name and title: _____

Date _____
Name and title: _____

FOR THE ARIZONA BOARD OF REGENTS, UNIVERSITY OF ARIZONA:

Date _____
Stephen G. Harsy, PhD
Director, Contracting and Preaward Services

Attachments (are herein incorporated):

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

Attachment 1

1.0 SCOPE OF WORK, SPECIFICATIONS, TECHNICAL REQUIREMENTS

1.1 The Subcontractor will:

- 1.1.1** Collaborate with Arizona Health Zone (AZ Health Zone) – Cooperative Extension – Nutritional Sciences and Pima County in Pima County (formerly the University of Arizona Nutrition Network) to support/collaborate/connect SNAP-Ed outreach and education efforts in appropriate SNAP-Ed qualifying locations and programs within in the Pima County Health Department.
- 1.1.2** Work collaboratively on the AZ Health Zone – Cooperative Extension – Nutritional Sciences and Pima County in Pima County by supporting the Policy, Systems, and Environment initiatives:
 - 1.1.2.1** Provide technical assistance (TA) and support to Local Education Agencies to assess, revise, and implement Local Wellness Policies.
 - 1.1.2.2** Provide TA and support on food safety, certification and permit requirements for the AZ Health Zone Healthy Retail Program.
 - 1.1.2.3** Distribute the US Department of Agriculture's (USDA's) Summer Food Service Program materials at SNAP-Ed qualifying locations.
 - 1.1.2.4** Support an outreach and education campaign and to increase the redemption rates of the USDA's Farmers' Market Nutrition Program utilized by participants of the Women, Infant, and Children program (WIC).
 - 1.1.2.5** Meet with community partners and other City/County departments to address access to food and transportation barriers as identified by the City of Tucson's *Plan Tucson* general plan, Pima County's *Pima Prospers* comprehensive plan and other local government plans i.e. transportation, parks and recreation master plans, etc.
- 1.1.3** Connect the food systems and active living specialists from the AZ Health Zone Cooperative Extension – Nutritional Sciences with the *Pima Prospers* Comprehensive Plan steering committee to participate in the planning process as it relates to healthy communities and the built environment.
- 1.1.4** Connect the AZ Health Zone Cooperative Extension –

- Nutritional Sciences to meet with jurisdictional planning departments to participate in the general (*Plan Tucson*) and/or comprehensive plans (*Pima Prospers*) revision process to advocate for the importance of a health in all policies approach.
- 1.1.5 Engage stakeholders such as the AZ Health Zone – Cooperative Extension – Nutritional Sciences in all stages of a needs assessment (ex. health impact assessments) in a geographical area with a high percentage of SNAP-qualifying residents.
 - 1.1.6 Provide TA and support the City of Tucson Complete Streets Policy via attendance of community/coalition meetings and policy outreach activities.
 - 1.1.7 Support outreach and education opportunities for early childhood education centers through AZ Health Zone – Cooperative Extension – Pima County.
 - 1.1.8 Engage AZ Health Zone – Cooperative Extension – Pima County in health and wellness initiatives in the city of South Tucson.
 - 1.1.9 Liaise with Pima County Health Department programs, such as WIC and childcare health consultants (CCHC), and AZ Health Zone – Cooperative Extension – Nutritional Sciences and Pima County to facilitate joint policy, systems, and environment initiatives.
 - 1.1.10 Provide complete and detailed semi-annual report narratives as required by Arizona Health Zone and in accordance with deadlines established by County Program Director.
- 1.2 Complete required Arizona Health Zone trainings and meetings including but not limited to: Food Demo Training, Policy and Procedures Training, Culturally and Linguistically Appropriate Services (CLAS), evaluation-based trainings, and annual conference
 - 1.3 Complete required University of Arizona CITI based training in accordance with U of A policies and procedures
 - 1.4 Provide complete and accurate monthly program reports as required by Arizona Health Zone through the Arizona Health Zone SEEDS online system in real time as direct education and policy, systems, and environmental change work is done.
 - 1.5 The monthly program report is considered complete when all information has been entered for the month and all UA Unit Representative/ UA SNAP Accounting questions have been answered and all requested corrections to the monthly program report have been made.
 - 1.6 Send monthly cost reimbursement invoices, financial ledgers, and copies of all receipts for any reimbursable program expenses to

your UA SNAP-Ed representative for services provided by the 20th day of the month for the previous month. For example, the October invoice would be due November 20th. Monthly invoices should be for the calendar month and NOT incremental or less than a month of service (i.e. October 01- October 31).

- 1.7 Report all reimbursable hours and descriptive information pertaining to those hours on the SNAP-Ed time log monthly. Management, direct, and paid time off must be tracked and reported separately on the SNAP-Ed time log. The SNAP-Ed time log must be sent via e-mail. The SNAP-Ed time log is due to your UA SNAP-Ed representative by the end of the first week of the next month. For example, the October SNAP-Ed time log would be due by the end of the first week of November.
- 1.8 Total invoices may not exceed \$20,000.00 for the contract year (October 01, 2019 through September 30, 2020); all expenses must meet eligibility requirements of Arizona Health Zone and SNAP-ED guidelines and be within specified budget categories. All travel budgeted must use the State of Arizona Accounting Manual reimbursement rates.

Attachment 2

**AZ Health Zone
Budget Justification**

Organization Name: Pima County Health Department			
Budet Category	Budget Description	Budget Calculation Details	Annual Expenses
A. Personnel Costs/Salary			\$13,736
B. Fringe Benefits			\$4,121
C. Contracts, Grants, & Agreements			\$0
D. Non-capital Equipment/Supplies			
E. Materials			\$0
F1. Travel - In-State	<p>Reimbursement for travel costs (such as meals, lodging, and transportation) for SNAP-Ed approved activities (such as AZ Health Zone/UANN meetings, coordination of participating sites, in-state conferences, presentations and trainings) per State of Arizona Accounting Manual located at:</p> <p>https://gao.az.gov/publications/saam</p> <p>Cost will be pro-rated by staff FTE when appropriate, relevant documentation including SNAP-Ed justification will be attached to reimbursement form.</p>	<p>U of A parking permit \$692 annually.</p> <p>Lodging Partner Meeting/Policy and Procedure meeting 1 staff: 3 nights x \$121.00 = \$363.00.</p> <p>Per Diem Partner Meeting/Policy and Procedure meeting 1 staff: 4 days (\$34.50 (75%) + \$46.00 + \$46.00 + \$34.50 (75%)) = \$161.00.</p> <p>Personal vehicle mileage: 1,755 x \$0.445/mi = \$781.00 rounded.</p> <p>Pima County Motorpool rental 4 days x \$31.45 = \$125.80. Motorpool vehicle fuel \$20. Total \$145.80.</p>	\$2,143
F2. Travel - Out-of-State			\$0
F3. — Total			\$2,143
G. Building Space			\$0
H1. Maintenance - Utilities			\$0
H2. Maintenance - Facilities			\$0
H3. — Total			\$0
I. Equipment & Other capital			\$0
J. Indirect Costs			\$0
TOTAL EXPENSES			\$20,000

**AZ Health Zone
Agency Information**

Organization Name:		Pima County Health Department
Position Title	No. Staff	Summary of SNAP-Ed Duties
TOTALS	1	
Health Educator	1	The primary focus of the position is to promote obesity prevention and nutrition education through the assessment, development, implementation of policy, and training relating to: School Health, Active Living, Early Childhood Education, Food Systems, and Direct Education. In order to accomplish the University of Arizona's comprehensive nutrition and physical activity programs developed by SNAP-Ed, this position will be responsible for the planning, monitoring, and coordinating program-related activities as part of an ongoing collaboration between staff from PCHD and AZ Health Zone. Funding from the RFP will pay for .4 FTE for this position. This will allocate 32 hours per pay period to SNAP-Ed specific duties as defined in the scope of work, including 8 hours to be completed bi-weekly at the University of Arizona's AZ Health Zone worksite.

AZ Health Zone
Personnel Budget Justification

Organization Name: Pima County Health Department												
Position Title	No. Staff	FTE	Annual SNAP-Ed Hours			Annual Salary	Hourly Wage	Personnel Costs/ Salary	% Fringe Benefits	Annual Fixed Cost FB	Total FB Annual Costs	Total Annual Personnel Expenditures
			Mgt/Adm	Direct	Total							
TOTALS	1	0.40	166	666	832			\$13,736		\$0.00	\$4,121	\$17,857
Health Educator	1	0.40	166	666	832	34,341	\$16.51	\$13,736	30%		\$4,121	\$17,857

Attachment 3

Attachment 3

ARIZONA CONTACTS

UNIVERSITY OF ARIZONA:

Name: Arizona Board of Regents, University of Arizona
Address: 888 North Euclid Avenue, Room 510
City: Tucson State: AZ Zip Code+4: 85719-4824

ARIZONA Administrative Contact

Name: Sponsored Projects & Contracting Services - Subaward Services
Address: 888 North Euclid Avenue, Room 510
City: Tucson State: AZ Zip Code: 85719
Telephone: 520-626-6000 Email: SPS-Subawards@email.arizona.edu
Property Contact email: SPS-Subawards@email.arizona.edu

ARIZONA Principal Investigator

Name: Scottie L Misner
Address: 1177 East 4th Street, Room 406
City: Tucson State: AZ Zip Code: 85721
Telephone: 520-621-7125 Email: misner@ag.arizona.edu

ARIZONA Financial Contact

Name: Joaquin Murphy
Address: PO Box 210038
City: Tucson State: AZ Zip Code: 85721
Telephone: 520-626-1971 Email: joaquinmurphy@email.arizona.edu
Email invoices? ☒ Yes ☐ No Invoice email (if different):
Invoice Address (if different):

ARIZONA Authorized Official Name:

Name: Sponsored Project & Contracting Services - Contracting Services
Address: 888 North Euclid Avenue, Room 515
City: Tucson State: AZ Zip Code: 85719
Telephone: 520-626-3050 Email: CRS-ORD@email.arizona.edu

Attachment 3 Continued

SUBCONTRACTOR CONTACTS

SUBCONTRACTOR Place of Performance for FFATA reporting

Name:

Address:

City: State: Zip Code+4:

EIN No.: DUNS: Parent DUNS:

Institution Type: Congressional District:

Is Subrecipient currently registered in SAM.gov? ☒ Yes ☐ No

Is Subrecipient exempt from reporting executive compensation? ☒ Yes ☐ No

SUBCONTRACTOR Administrative Contact

Name:

Address:

City: State: Zip Code:

Telephone: Email:

SUBCONTRACTOR Principal Investigator

Name:

Address:

City: State: Zip Code:

Telephone: Email:

SUBCONTRACTOR Financial Contact

Name:

Address:

City: State: Zip Code:

Telephone: Email:

Central email: Is this the remittance address? ☐ Yes ☐ No

Remittance Address (if different):

SUBCONTRACTOR Authorized Official

Name:

Address:

City: State: Zip Code:

Telephone: Email:

Central email:

Attachment 4

ARIZONA STATE CONTRACT

CONTRACT RELEASE

Page 1 of 1

ProcureAZ Purchase Order No.: ADHS16-106455:4
Organizational Reference No.: PO0000284462
Issued: 10/20/2017

PODZ	Vendor Number: 000005401 University of Arizona (Grants & Contracts) PO Box 210158 Rm 510 Tucson, AZ 85721-0158
-------------	---

Contract No.: ADHS16-106455
Title: U of A FFY 18 AZNN Services

SHIP TO	Arizona Department of Health Services Bureau of Nutrition and Physical Activity 150 N. 18th Avenue, Suite 310 Phoenix, AZ 85007 US Email: procure@azdhs.gov (800) 252-5942
BILL TO	MAIL INVOICE IN DUPLICATE TO: Arizona Department of Health Services AP Services 150 N 18th Avenue, Ste 260 Phoenix, AZ 85007 US Email: INVOICES@azdhs.gov (602) 542-6354

Release Instructions TERMS AND CONDITIONS set forth in our Bid, Quotation, or Purchase Order are incorporated herein by reference and become a part of this order.
--

Account Code: 2018--OTHCFH4251--4461--HS4500--HS25000-6841---PHS-NPA-NTUEDU--0919-----HSA				Payment Terms: TBD		
				Shipping Terms: TBD		
				Delivery Calendar Day(s) A.R.O.: 0		
Item	Description	Requisition	Quantity	Unit	Unit Price	Total
1	Class-Item 952-26 FFY 2018 AZNN Services PO EFFECTIVE 10/1/17 - 9/30/18 CONTRACT # ADHS16-106455, CFDA# 10.561		1.00	TOTAL	\$ 5,567,389.00	\$ 5,567,389.00

TOTAL: \$ 5,567,389.00

Approved By: Gladys Lovera

Phone No.: (602) 364-1649



GRANT AMENDMENT

ARIZONA DEPARTMENT OF
HEALTH SERVICES
OFFICE OF PROCUREMENT
150 N. 18th Ave., Ste. 260
Phoenix, Arizona 85007
PROCUREMENT OFFICER
Merrilyn Forbin

CONTRACT No.: ADHS16-106455

AMENDMENT No.: 1

Arizona Health Zone - SNAP-Ed Local Implementation Services. (Formerly AzNN Snap-Ed Local Implementation Services)

Effective October 1, 2018, it is mutually agreed that the Contract referenced is amended as follows:

1. Pursuant to Terms and Conditions, Provision Four (4) Grant Amendment, the Grant is hereby amended as follows:

1.1. Provision Two (2) Option to Renew Grant is revised to read as follows:

This Grant shall not bind nor purport to bind ADHS and the Grantee for any Grant commitment in excess of the original Grant Term. ADHS shall have the right, at its sole option, to renew the Grant, in two additional one (1) year increments, or two (2) straight years not to exceed a total Grant term of five (5) years. If ADHS exercises such rights, all terms, conditions and provisions of the original Grant shall remain the same and apply during the option terms.

1.2. Effective October 1, 2017 the Contract name was changed from AzNN Snap-Ed Local Implementation Services to Arizona Health Zone-SNAP-Ed Local Implementation Services.

1.3. The Contract is hereby extended through September 30, 2020.

ALL OTHER PROVISIONS SHALL REMAIN IN THEIR ENTIRETY

Contractor hereby acknowledges receipt and acceptance of above amendment and that a signed copy must be filed with the Procurement Office before the effective date.

Mark A. Drury 9/7/18
Signature and Date

Mark A. Drury
Contracts Manager

Authorized Signatory's Name and Title

Arizona Board of Regents
UNIVERSITY OF ARIZONA
(GRANTS AND CONTRACTS)

Contractor's Name

The above referenced Contract Amendment is hereby executed this 10th day of September 2018 at Phoenix, Arizona.

Christine Rute

Procurement Officer Signature

Phoenix, on 1/16/2019
U of A FFY 19 AZHZ Services CFDA# 10.561-UNIVERSITY OF ARIZONA

SUPPLIER

UNIVERSITY OF ARIZONA
Attn: SPONSORED PROJECTS & 1) CONTRAC
Address: University Of Arizona
P.O. Box 210158, Rm 510
UNITED STATES
Tucson, 85721-0158
Phone: 520-626-6000
E-mail: SPONSOR@EMAIL.ARIZONA.EDU

ORDER No. P00000030606

(please refer to this number on all documents)

Amendment:
Requestor: Gladys Lovera
Agency: Arizona Department of Health Services
Division: Public Health Prevention
Department: PREV_Nutrition & Physical Activity
Site: PREV_Nutrition & Physical Activity
Phone:
Email: GLADYS.LOVERA@AZDHS.GOV

DELIVER TO

(unless specified differently per item)

Address: 150 N 18th Ave Ste 310
UNITED STATES
Phoenix, Arizona 85007
Requested Delivery Date: 2/10/2019
(Unless specified differently per item in section delivery details)

BILL TO

Address: 150 N 18th Ave #310
UNITED STATES
Phoenix, Arizona 85007
Payment Terms: Net 30

ITEM	CODE/SKU	REFERENCE AND DESCRIPTION	QTY	UNIT	UNIT PRICE (USD)	TOTAL (USD)
1	41130-1	FFY 2019 AZHZ Services	1.00	Total Cost	5,567,389.00	5,567,389.00

Total before Tax 5,567,389.00 USD

Tax Exempt - 0 % 0.00 USD

Total after Tax 5,567,389.00 USD



GRANT AMENDMENT

Arizona Department Of
Health Services
Office Of Procurement
150 N. 18th Ave., Ste. 260
Phoenix, Arizona 85007
Procurement Officer
Diana Martinez

Contract No.: ADHS16-106455

Grant Amendment No.: 2
Arizona Procurement Portal Amendment No.: 2

Arizona Health Zone-SNAP-Ed Local Implementation Services (Formerly AzNN Snap-Ed Local Implementation Services)

Effective December 27, 2018, it is mutually agreed that the Contract referenced is amended as follows:

1. Pursuant to Terms and Conditions, Provision Four (4) Grant Amendment, the Grant is hereby amended as follows:

1.1. Provision Fifteen (15) Subcontracts is revised to read as follows:

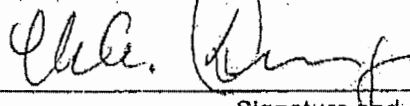
Subcontracts. The Grantee shall not enter into any subcontract under this Grant for the performance of this Grant without the advance written approval of the ADHS Program Manager. The Grantee shall clearly list any proposed subgrantee(s) and the subgrantee(s) proposed responsibilities. The subcontract entered into with the subgrantee(s) shall incorporate by reference the Terms and Conditions of this Grant.

1.2 Add Provision Twenty Eight (28) Civil Rights Assurance Statement to read as follows:

The Contractor and Subcontractors are subject to Title VI of the Civil Rights Act of 1964, Section 504 of Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Title IX of the Education Amendment of 1972, and offers all persons the opportunity to participate in programs or activities regardless of race, color, national origin, age, sex, or disability. Further, it is agreed that no individual will be turned away from or otherwise denied access to or benefit from any program or activity that is directly associated with a program of the RECIPIENT on the basis of race, color, national origin, age, sex (in educational activities) or disability.

ALL OTHER PROVISIONS SHALL REMAIN IN THEIR ENTIRETY

Contractor hereby acknowledges receipt and acceptance of above amendment and that a signed copy must be filed with the Procurement Office before the effective date.

 2/5/2019

Signature and Date


Mark A. Drury
Contracts Manager

Authorized Signatory's Name and Title

ARIZONA BOARD OF REGENTS
UNIVERSITY OF ARIZONA
(GRANTS AND CONTRACTS)

Contractor's Name

The above referenced Contract Amendment is hereby executed this 5th day of February 2019 at Phoenix, Arizona.



Procurement Officer Signature



GRANT AMENDMENT

Arizona Department Of
Health Services
Office Of Procurement
150 N. 18th Ave., Ste. 260
Phoenix, Arizona 85007

Contract No.: ADHS16-106455

Grant Amendment No.: 3
Arizona Procurement Portal Amendment No.: 3

Procurement Officer
Diana Martinez

Arizona Health Zone-SNAP-Ed Local Implementation Services (Formerly AzNN Snap-Ed Local Implementation Services)

Effective Upon Signature, it is mutually agreed that the Contract referenced is amended as follows:

1. Pursuant to Terms and Conditions, Provision Four (4) Grant Amendment, the Grant is hereby amended as follows:

1.1. Scope of Work, Section 6., State Provided Items is revised as follows:

6.8. ADHS will provide a one-time approval for the Grantee to retain ownership of the following copier:

Tag or ID Number: N052784
Serial Number: LX7-069468
Manufacturer: Xerox
Model Number: OFC FINISHER LX

Funding to purchase the aforementioned copier was split funded between the SNAP-ED awards and the University of Arizona. The University of Arizona will retain complete title of the copier and the copier will not be accountable or inventoried under the SNAP-Ed program. In addition, a final disposition shall not be requested by ADHS.

ALL OTHER PROVISIONS SHALL REMAIN IN THEIR ENTIRETY

Contractor hereby acknowledges receipt and acceptance of above amendment and that a signed copy must be filed with the Procurement Office before the effective date.

The above referenced Contract Amendment is hereby executed this 7th day of May 2019 at Phoenix, Arizona.

Signature and Date

Mark A. Drury
Contracts Manager

Authorized Signatory's Name and Title

ARIZONA BOARD OF REGENTS
UNIVERSITY OF ARIZONA
(GRANTS AND CONTRACTS)

Contractor's Name

Christine RUTH, CPO

Procurement Officer Signature

Attachment 5



SUBAWARD CLOSEOUT REQUIREMENTS

(To be submitted by Subrecipient upon Subaward completion)

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.

****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)