

Executive Summary Form

**Agenda Number:**

Recommendation:

Approve the Supplemental Nutrition Assistance Program Education (SNAP ED), Subcontract between the University of Arizona Board of Regents and Cochise Health and Social Services, in the amount of \$32,990.64, for the period of 10/1/2012 to 9/30/2013.

Background (Brief):

The University of Arizona Cooperative Extension Services and Cochise Health and Social Services have entered into a partnership to develop a nutrition education program, pursuant to Arizona Department of Health Services (ADHS) guidelines for promoting chronic disease prevention in Cochise County. In the past UofA Cooperative Extension has implemented this program on their own but this year ADHS, as the disbursement agent of Federal USDA funds, has required partnership with local health departments in order to meet state-wide policy change goals in chronic disease prevention programming.

Future renewals are subject to ADHS IGA#: ADHS12-030676 between the University of Arizona Board of Regents and the Arizona Department of Health Services.

Fiscal Impact & Funding Sources:

This is a grant-funded, cost reimbursement subcontract from the University of Arizona Board of Regents in the amount of \$32,990.64 for the period 10/1/2012 to 9/30/2013.

The net county subsidy is calculated as follows (projected salaries/EREs are for the twelve-month funding cycle):

Projected Salaries/EREs	\$29,204
A-87 Overhead at 46.98%	13,720
Authorized Overhead at 0%	-0-
Net County Subsidy	\$13,720

Next Steps/Action Items/Follow-up:

Your approvals are respectfully requested.

Impact of Not Approving:

If this contract is not approved, UofA will not be able to fulfill their USDA funding requirement to partner with Local Health Departments, and thus will not be able to provide nutrition education in Cochise County.

Cochise County Health Department  
1415 Melody Lane, Building A  
Bisbee, AZ 85603

Attention: Judith Gilligan

Regarding: Cost Reimbursable Subcontract for \$ **32,990.64** under Purchase Order No. **79234**  
Site Principal Investigator: Judith Gilligan

Enclosed are two (2) copies of the referenced Subcontract, signed on behalf of the Arizona Board of Regents, University of Arizona. Please have the Subcontract signed by an authorized individual and return one (1) copy of the fully executed document directly to me; I have retained a copy of the attachments for my files.

The University of Arizona must follow federal regulations regarding subrecipient monitoring. Enclosed please find an A-133 reporting form. Please fill out this form and return it with the signed Subcontract as well as a copy of your most current audit, if applicable.

If you have any questions or concerns regarding the administration of this agreement, please do not hesitate to contact the undersigned below at 520-626-0603 (facsimile 520-626-4520 or email [relizond@email.arizona.edu](mailto:relizond@email.arizona.edu)).

Thank you.

Sincerely,

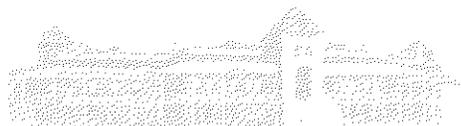


Rachel Wallace  
Contract Analyst

Enclosures

xc: Darren Shevchuk

By copy of this letter, the appropriate University of Arizona personnel are reminded that payments to the Subcontractor cannot be authorized until after the Subcontract is fully-executed, at which time a copy will be furnished to the appropriate personnel.



COST REIMBURSABLE SUBCONTRACT  
BETWEEN  
ARIZONA BOARD OF REGENTS, UNIVERSITY OF ARIZONA  
AND  
**Cochise County Health Department**

THE ARIZONA BOARD OF REGENTS, UNIVERSITY OF ARIZONA (hereinafter referred to as ARIZONA) of Tucson, Arizona, agrees to provide funds from **Arizona Department of Health Services** (hereinafter referred to as SPONSOR) under **Agreement No. ADHS12-030676** (hereinafter referred to as the Prime Award) for a project entitled: "Arizona Nutrition Network, Supplemental Nutrition Assistance Program -- Education, Local Incentive Award" during the period **October 1, 2012 through September 30, 2013**. For this purpose, ARIZONA and **Cochise County Health Department**, (hereinafter referred to as SUBCONTRACTOR) at the following address 140 West Speedway, Suite 100, Tucson, Arizona 85705, mutually agree on the following:

(1) Project Director

The SUBCONTRACTOR project will be under the supervision of Judith Gilligan, who is considered key personnel. No changes to key personnel can be made without ARIZONA approval and modification to the Subcontract.

(2) Amount and Invoicing

ARIZONA shall reimburse SUBCONTRACTOR for services rendered and costs incurred by SUBCONTRACTOR up to but not to exceed \$ **32,990.64** to be paid monthly, upon submission of invoice and detailed system-generated financial reports. **ARIZONA will not pay SUBCONTRACTOR invoices that are not accompanied by detailed system-generated financial reports.** The budget for this Subcontract is attached. (See Attachment No. 1) All budget revisions shall be subject to the flow down provisions outlined in Section No. (20) of this Subcontract. Annual financial reports will be due on October 30 of each project year. A detailed final financial report, final invoice, reconciliation of expenses, and any supporting documentation will be due forty-five (45) days after the termination of the Subcontract with the original documents going to the financial contact and a copy being sent to ARIZONA's administrative contact (see Section No. (24) below). If there is an overpayment of funds, please contact ARIZONA's administrative contact for instructions.

Invoices will reference ARIZONA's Purchase Order Number **79234** and will be sent to the financial contact (listed below) for approval and payment:

Marilyn Overpeck  
Department of Nutritional Sciences  
University of Arizona  
PO Box 210038, Room 601  
Tucson, Arizona 85721

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.

(3) Work Statement

The "Scope of Work" for this project shall be as stated in Attachment No. 2 Scope of Work, and is hereby incorporated by reference. Any changes made to the Scope of Work require a written modification to the Subcontract executed by the parties.

- (4) Level of Effort  
Because time is of the essence, SUBCONTRACTOR shall devote the necessary level of effort by the SUBCONTRACTOR personnel to carry out the performance of this project as specified in Section No. (3) of this Subcontract.
- (5) Lower-Tier Subcontract Agreements  
All lower-tier subcontracts between SUBCONTRACTOR and other parties, require prior written approval from ARIZONA's Principal Investigator as well a modification to the Subcontract. The lower-tier subcontracts shall be issued on a cost reimbursement basis with the applicable "flow-down" provisions 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's Principal Investigator.
- (6) Separate Accounting  
SUBCONTRACTOR will establish a separate accounting for all funds specified in this Subcontract and will use them to purchase necessary supplies, equipment, defray travel, and will employ the necessary personnel to perform this Subcontract. Said funds may not be used for any other purpose or activities.
- (7) Use of Facilities  
SUBCONTRACTOR will furnish all necessary facilities and equipment as is required for the work on this project unless otherwise specified herein.
- (8) Property Administration  
No equipment valued over \$5,000 per unit is authorized to be purchased with funds from this Subcontract. Upon termination of this Subcontract, any materials and/or supplies remaining in stock with an aggregate value of less than \$5,000 will become the property of SUBCONTRACTOR. Contact ARIZONA for disposition of materials and supplies with an aggregate value of \$5,000 or more.
- (9) Insurance and Liability  
SUBCONTRACTOR must maintain insurance coverage as are required by Section 31 of Prime Award (see Attachment No. 3). Neither party to this Subcontract is the agent of the other and neither is liable for the wrongful acts or negligence of the other. Professional liability insurance for physicians is not an allowable cost under this subcontract.
- (10) Reports  
SUBCONTRACTOR will submit to ARIZONA's technical contact (see Section No. (24) below) a detailed technical report of the activities carried out, as required in the Scope of Work. It is understood, however, that SUBCONTRACTOR, in accepting these funds for the purpose herein stated, shall not be restricted from publishing the results of this project. When the results of the project are published, SUBCONTRACTOR agrees to acknowledge the support received from ARIZONA and from **Arizona Department of Health Services**.
- (11) Patents or Inventions  
Data generated from the performance of the Scope of Work shall belong to the SUBCONTRACTOR, except that SUBCONTRACTOR agrees ARIZONA may use such data for non-commercial purposes of teaching and research. Title to any trade secrets, inventions, developments, or discoveries, works of authorship, whether patentable or not (collectively referred to as "Intellectual Property"), resulting directly from the Scope of Work, shall be allocated according to applicable employment contracts and U. S. Patent Law (Title 35 U. S. Code) and U.S. Copyright Law (Title 17 U.S. Code) in effect at the time the Intellectual Property was created. For that Intellectual Property determined to be solely owned by ARIZONA, the SUBCONTRACTOR is granted an option to negotiate a license, on reasonable terms, to such Intellectual Property, such option to be exercised within six (6) months of notification of the existence of the Intellectual Property by the SUBCONTRACTOR. For that Intellectual Property determined to be jointly owned by SUBCONTRACTOR and ARIZONA, an exclusive option is provided to

SUBCONTRACTOR to negotiate for an exclusive license, on reasonable terms, to ARIZONA's rights, such option to be exercised within six (6) months of notification of the Intellectual Property. For that Intellectual Property determined to be solely owned by SUBCONTRACTOR, ARIZONA shall claim no rights.

(12) Modification of Subcontract

A mutual act of the parties to this Subcontract is necessary to make any modification to this Subcontract. No amendment or modification of this Subcontract shall be valid or binding unless written and signed by authorized officials, as shown in Section No. (24) below, of both the SUBCONTRACTOR and ARIZONA.

(13) Conflict of Interest

This Subcontract is subject to the provisions of Arizona Revised Statutes (A.R.S.) 38-511, and the State of Arizona may cancel this Subcontract if any person significantly involved in negotiating, drafting, securing or obtaining this Subcontract for or on behalf of the Arizona Board of Regents, becomes an employee in any capacity of any other party or a consultant to any other party with reference to the subject matter of this Subcontract while the Subcontract or any extension hereof is in effect.

(14) State Obligation

The parties recognize that the performance by ARIZONA is dependent upon the receipt of funds from SPONSOR. Should SPONSOR fail to appropriate the necessary funds, ARIZONA may cancel this Subcontract without further duty or obligation. ARIZONA agrees to notify other party(ies) as soon as reasonably possible after the unavailability of said funds comes to ARIZONA's attention.

(15) Termination

This Agreement may be terminated as follows:

- A. If the Sponsor terminates the Prime Agreement in whole or in part for any reason, ARIZONA may terminate this Agreement to the same extent, effective upon written notice to SUBCONTRACTOR. The conditions of the termination, including allowability of close-down costs and costs for pre-existing obligations, shall be the same conditions as the conditions imposed upon ARIZONA by the Sponsor.
- B. Either party may terminate this Agreement, in whole or in part, with the consent of the other party, upon 60 days written notice. The terms and conditions of the termination shall be agreed upon by the Parties in writing.
- C. Termination costs shall be reimbursable to the extent allowable under the applicable sponsor rules and regulations.
- D. ARIZONA may, upon 30 days written notice to SUBCONTRACTOR, terminate this Agreement upon a written finding that SUBCONTRACTOR has failed materially to comply with any provision(s) of this Agreement. In such event, ARIZONA may otherwise secure the work to be performed under this Agreement, and SUBCONTRACTOR shall be liable for damages suffered by the University thereby, including incidental and consequential damages.
- E. ARIZONA may, upon 30 days written notice to SUBCONTRACTOR, terminate this Agreement for lack of funds, or, upon 60 days notice, for convenience.
- F. Upon receipt or issue by SUBCONTRACTOR of a written termination notice, SUBCONTRACTOR shall cancel as many outstanding obligations under this Agreement as possible. Work shall stop, and SUBCONTRACTOR shall not incur new obligations after the effective date of termination. SUBCONTRACTOR shall deliver to ARIZONA, for Sponsor, all work and materials produced or acquired. All liabilities and obligations of both parties shall cease and terminate, excepting any liabilities or obligations accrued under the terms hereof prior to such termination and remaining unsatisfied or ongoing at the time such termination becomes effective.

(16) Termination by Default.

In the event that either Party shall commit any breach of or default in any of the terms or conditions of this Subcontract, and also shall fail to remedy such default or breach within ten (10) days after receipt of written notice thereof from the other Party hereto, the Party giving notice may, at its option and in addition to any other remedies which it may have at law or in equity, terminate this Subcontract by sending notice of termination in writing to the other Party to such effect, and such termination shall be effective as of the date of the receipt of such notice.

(17) Disputes

Any controversy or claim arising out of or relating to this Subcontract, its execution or breach, and any damages allegedly suffered there from, first shall be submitted to negotiation between the Parties. To facilitate the amicable resolution of any controversy or claim, the aggrieved Party shall document the dispute or misunderstanding by promptly 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) calendar days after being notified of the controversy or claim.

(18) Arbitration

In the event of a dispute hereunder that involves the sum of Fifty Thousand Dollars (\$50,000) or less, in money damages only, exclusive of interest, costs and attorneys' fees, the parties will submit the matter to arbitration pursuant to the Arizona Arbitration Act, ARS 12-3001 *et seq.* (the "Act") whose rules shall govern the interpretation, enforcement and proceedings pursuant to this paragraph. Except as otherwise provided in the Act, the decision of the arbitrator(s) shall be final and binding upon the parties.

(19) Compliance

A. Subcontractor agrees to comply with all applicable state and federal rules governing Equal Employment Opportunity and Non-Discrimination. Subcontractor certifies that it is in compliance with all federal immigration laws and regulations that relate to its employees. Subcontractor certifies that it is in compliance with state and federal law requirements that employers verify the employment eligibility of employees, hired after December 31, 2007, through the federal E-verify program or any successor program.

B. Subcontractor shall flow-down each of the requirements of this section to all lower – tier Subcontractors who works on this contract and Subcontractor shall require each lower – tier Subcontractor to certify compliance with the provisions of this section.

C. A breach of any of the certifications required under this section shall be deemed a material breach of contract subject to penalties, including termination of this contract.

D. ARIZONA retains the right to audit and inspect the papers of any vendor or subcontractor's employees who work on this contract to ensure that the vendor or subcontractor is complying with the certification requirements of this section.

(20) Other Requirements

Also, applying to this Subcontract are the applicable "flow-down" provisions of the Prime Agreement (see Attachment No. 3). In the event of conflict in the terms and conditions of these documents, the order of precedence is as follows:

- (1) Prime Agreement
- (2) Subcontract

(21) Audit and Availability of Records

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. Notwithstanding any other conditions of this Agreement, the records and financial statements of SUBCONTRACTOR shall be made available upon request, at SUBCONTRACTOR's regular place of business, or provided via electronic or regular mail, for examination by the University. Records shall be kept for three (3) years from the end of the project.

(22) Debarment/Suspension

SUBCONTRACTOR certifies that under FAR 52.209-5 or 34 CFR 85, as applicable, it is presently not debarred, suspended, proposed for debarment, declared ineligible, nor voluntarily excluded from covered transactions by any Federal department or agency.

(23) Assurances

SUBCONTRACTOR certifies that:

- A. Non-Delinquency: It is not delinquent on the repayment of any US Federal debt.
- B. 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.
- C. It does not have a "scrutinized" business operation in either Sudan or Iran, as that term is defined in ARS §§ 35-391(15) and 35-393(12), respectively.

In the event that the status of any of the above items change, the SUBCONTRACTOR will notify ARIZONA of the change within thirty (30) days.

(24) Notices

Notices shall be in writing and deemed effective when sent, postage prepaid to:

**SUBCONTRACTOR**

Technical:

Judith Gilligan  
Cochise Health and Social Services  
1415 Melody Lane, Building A  
Bisbee, AZ 85603

Authorized Official:

Mary Gomez  
Cochise Health and Social Services  
1415 Melody Lane, Building A  
Bisbee, AZ 85603

**ARIZONA**

Technical:

Chris Bachelier  
CALs  
The University of Arizona  
489 Arroyo Blvd.  
Nogales, Arizona 85621

Authorized Official:

Administration:

Rachel Wallace, Contract Analyst  
Office of Research & Contract Analysis  
The University of Arizona  
888 N. Euclid, Room 515  
Tucson, Arizona 85719

Lee Anne T. Peters, Contract Officer  
Office of Research & Contract Analysis  
The University of Arizona  
888 N. Euclid, Room 515  
Tucson, Arizona 85719

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

FOR **Cochise Health and Social Services:**

Date \_\_\_\_\_  
Name and title: \_\_\_\_\_

FOR THE ARIZONA BOARD OF REGENTS, UNIVERSITY OF ARIZONA:

Date 1/15/13 \_\_\_\_\_  
*Lee Anne T. Peters*  
Lee Anne T. Peters, Contract Officer  
Office of Research and Contract Analysis

- Attachments (are herein incorporated):
- (1) Subcontract Budget
  - (2) Subcontract Scope of Work
  - (3) Copy of Prime Agreement

## COST REIMBURSABLE SUBCONTRACT DETERMINATION

Re: Cost Reimbursable Subcontract (Arizona Nutrition Network, Supplemental Nutrition Assistance Program -- Education) to develop a nutrition education program, pursuant to Arizona Department of Health Services (ADHS) guidelines for promoting chronic disease prevention in Cochise County; between the Cochise Health & Social Services and the Arizona Board of Regents, University of Arizona, under Purchase Order #79234.

The attached subcontract, which is a subcontract between public agencies, has been reviewed pursuant to A.R.S. §11-952 on behalf of the Cochise County Health Department by the undersigned Deputy County Attorney who has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

Approved as to form this 11<sup>th</sup> day of March, 2013.

EDWARD G. RHEINHEIMER  
Cochise County Attorney

By: Terry Bannan  
Terry Bannan  
Deputy County Attorney

# ATTACHMENT 1

**Cochise County Health Department**

<b>Personnel Costs/Salary</b>										
No. Positions	Position Title	Position Description	Hrs./Positio	Hourly Rate	Total					
1	Nutrition Educator	Present nutrition education classes and facilitate increased physical activity demonstrations to both Adult and K-8 participants. Prepare and submit documentation as required	1,346	\$ 16.69	\$ 22,464.74					
	Subtotal Salaries				\$ 22,464.74					
	ERE/ Fringe Benefit Rate	30% of subtotal salaries			\$ 6,739.42					
	<b>Total Personal Costs/Salary</b>				\$ 29,204.16					
<b>Materials/Supplies</b>										
ADHS Setting Types	Item	Description For each line item, Agency must provide a detailed description of the types of services or goods it plans to purchase, and must show the method used to calculate the expense.	qty	cost	Total					
Settings 1, 2, 3	Food Demonstrations	Food for food demonstrations (1200 participants x \$1.25 = 1500.00)	1,200	\$ 1.25	1,500.00					
	SUPPLIES									
	Subtotal Supplies (Program Materials)				\$ 1,500.00					
	TRAVEL									
Setting 1, 2, 3, 4	Personnel Vehicle Usage - Mileage	SNAP-Ed travel to/from SNAP-Ed delivery sites (72 miles/mo x \$.445/mile x 12 mos = \$384.48)			384.48					
Setting 1, 2, 3, 4	Fuel for agency vehicles	Fuel for agency vehicles for SNAP-Ed travel to/from SNAP-Ed Delivery sites. (\$75/mo x 12 mos = \$900.00)	12	\$75	900.00					
	Subtotal Travel				\$ 1,284.48					



# **ATTACHMENT 2**

**Cochise County Health Department  
Supplemental Nutrition Assistance  
Program-Education (SNAP-ED) Responsibilities  
October 1, 2012 to September 30, 2013**

**Cochise County Health Department will:**

- Work collaboratively on the SNAP-ED Program with the University of Arizona Cooperative Extension (UACE) in Cochise County by:
  - Collaborating in the implementation of the SNAP-Ed program .... including supervision, training, and reporting of program accomplishments
  - Planning for current and future SNAP-ED programming in eligible sites
- Facilitate nutrition education training, using approved curriculums, to volunteers and approved site staff in order to provide nutrition education to the SNAP-Ed demographic population at the approved SNAP-Ed sites.
- Facilitate food demonstrations and nutrition education for SNAP-Ed Eligible participants at approved SNAP-Ed Sites.
- Facilitate nutrition education (both direct and indirect) for SNAP-Ed Eligible participants at approved SNAP-Ed Sites.
- Provide monthly staff meetings for updates, nutrition information, reporting requirements, and SNAP Ed program information
- Send monthly cost reimbursement invoices to UA SNAP-Ed Cochise for services provided by the 10<sup>th</sup> day following each month's end; monthly invoices **should be for the calendar month and NOT incremental or less than a month of service (i.e. October 01-October 31)**
- Cochise County Health Dept. total invoices may not exceed \$32,990.64 for the contract year (October 01, 2012 through September 30, 2013); all expenses must meet eligibility requirements of the Arizona Nutrition Network guidelines and be within specified budget categories.

Provide completed and accurate monthly program reports as required by ADHS to your UA SNAP-Ed representative by the 10<sup>th</sup> day following each month's end. **Payment for services will not be rendered until all programmatic reporting requirements are met and approved by UA SNAP-Ed representative.**

The Monthly Report is considered complete when all of SNAP Accounting/UA Unit Representative questions have been answered and all requested corrections to the Monthly Report have been made. The Monthly Report and any requested corrections must be submitted via electronic mail. The Monthly Report is due to [SNAP Accounting OR UNIT REP] on the 10th of the month for the previous month's data, for example the October Monthly Report is due November 10th.

# **ATTACHMENT 3**



# ARIZONA STATE CONTRACT

## CONTRACT RELEASE

ProcureAZ Purchase Order No.: ADHS12-030676:1  
 Organizational Reference No.: E0072187  
 Issued: 10/03/2012

Vendor Number: 00005401  
 University of Arizona (Grants & Contracts)  
 University of Arizona  
 Sponsored Projects Services  
 P.O. Box 3308  
 Tucson, AZ 85722-3308

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

MAIL INVOICE IN DUPLICATE 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

Contract No.: ADHS12-030676  
 Title: FY 13 AzNN LIA UofA

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.

Solicitation (Bid) No.:		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 13 AzNN LIA UofA PO Valid: 10/1/12 - 9/30/13 Contract: ADHS12-030676 CFDA: 10.561  Maricopa Region		1.00	YR	\$ 2,953,917.00	\$ 2,953,917.00
2	Class-Item 952-26  Northern Region		1.00	YR	\$ 504,530.00	\$ 504,530.00
3	Class-Item 952-26  Souther Region: Amount: \$1,496,318		1.00	YR	\$ 1,496,318.00	\$ 1,496,318.00

TOTAL: \$ 4,954,765.00

Approved By: Robert Navarro

Phone No.: (602) 542-2851



# GRANT AMENDMENT

ARIZONA DEPARTMENT  
OF HEALTH SERVICES  
1740 W. Adams. Room  
303  
Phoenix, Arizona 85007  
(602) 542-1040

Grant No:ADHS12-030676

Amendment No: 1

Tracey Thomas

## BNPA – Arizona Nutrition Network, Supplemental Nutrition Assistance Program -- Education, Local Incentive Award, Maricopa County Region

Effective upon signature, it is mutually agreed that the Grant referenced above is amended as follows:

1. Combine Grants ADHS12-030677, Northern Region and ADHS12-030678, Southern Region to manage all three (3) Regions under the Grant referenced above
2. The FY13 AzNN Applications, attachments and pricing from ADHS12-030677 and ADHS12-030678 will be added to the above mentioned Grant. The Items Tab of the Master Blanket Purchase Order in ProcureAZ will be revised to reflect this revised pricing.

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 19<sup>th</sup> day of September, 2012 at Phoenix, Arizona

Lee Anne Peters 9/17/12  
Signature / Date

Charlotte Ruth

Authorized Signatory's Name and Title:  
Lee Anne T. Peters  
Contract Officer

Procurement Officer

Contractor's Name:

Arizona Board of Regents for University of Arizona



# GRANT AMENDMENT

ARIZONA DEPARTMENT  
OF HEALTH SERVICES  
1740 W. Adams, Room  
303  
Phoenix, Arizona 85007  
(602) 542-1040

Grant No:ADHS12-030676

Amendment No: 1

Tracey Thomas

## Revised Price Sheet Maricopa Region

Maricopa - Personnel/Salary	\$1,086,464 00
Maricopa - Fringe Benefits	\$487,104 00
Maricopa - Contracts, Grants and Agreements	\$213,229.00
Maricopa - Non Capital Equipment/Supplies	\$197,420 00
Maricopa - Materials	\$287,720.00
Maricopa - Travel In-State	\$68,537 00
Maricopa - Travel Out of State	\$1,016 00
Maricopa - Building Space	\$25,400 00
Maricopa - Maintenance – Utilities	\$7,800.00
Maricopa - Maintenance – Facilities	\$3,000 00
Maricopa – Indirect Costs	\$576,227.00
<b>Total</b>	<b>\$2,953,917.00</b>

## Northern Region

Northern - Personnel/Salary	\$153,796.00
Northern - Fringe Benefits	\$66,992 00
Northern - Contracts, Grants and Agreements	\$82,189 00
Northern - Non Capital Equipment/Supplies	\$45,649.00
Northern - Materials	\$39,719.00
Northern - Travel In-State	\$19,034.00
Northern - Travel Out of State	\$ 00
Northern - Building Space	\$ 00.
Northern - Maintenance – Utilities	\$ 00
Northern - Maintenance – Facilities	\$ 00
Northern - Indirect Costs	\$97,151.00
<b>Total</b>	<b>\$604,530.00</b>



## GRANT AMENDMENT

ARIZONA DEPARTMENT  
OF HEALTH SERVICES  
1740 W. Adams, Room  
303  
Phoenix, Arizona 85007  
(602) 542-1040

Grant No:ADHS12-030676

Amendment No: 1

Tracey Thomas

### Southern Region

Southern - Personnel/Salary	\$610,790.00
Southern - Fringe Benefits	\$277,277.00
Southern - Contracts, Grants and Agreements	\$127,231.00
Southern - Non Capital Equipment/Supplies	\$69,579.00
Southern - Materials	\$54,604.00
Southern - Travel In-State	\$31,319.00
Southern - Travel Out of State	\$ 00
Southern - Building Space	\$22,424.00
Southern - Maintenance -- Utilities	\$2,839.00
Southern - Maintenance -- Facilities	\$ 00
Southern - Indirect Costs	\$300,255.00
Total	\$1,496,318.00

Grand Total for All Three (3) Regions	\$4,954,765.00
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With prior written approval from the Program Manager, the Grantee is authorized to transfer up to a maximum of ten percent (10%) of the total budget amount between funded line items. Transfers of funds are only allowed between funded line items. Transfers exceeding ten percent (10%) or to a non-funded line item shall require an amendment.

ADHS reserves the right to adjust awards given to local agencies depending on federal dollars received. Adjustments will be at the discretion of ADHS.



# GRANT AMENDMENT

ARIZONA DEPARTMENT  
OF HEALTH SERVICES  
1740 W. Adams. Room  
303  
Phoenix, Arizona 85007  
(602) 542-1040

Grant No:ADHS12-030677

Amendment No: 1

Tracey Thomas

## BNPA – Arizona Nutrition Network, Supplemental Nutrition Assistance Program – Education, Local Incentive Award, Northern Region

Effective upon signature, it is mutually agreed that the Grant referenced above for the Northern Region will be cancelled due to:

- 1 Combining it into the Master Blanket Purchase Order ADHS12-030676 for Maricopa County.
- 2 Attaching Northern Region's FY13 AzNN Application, attachments, and line items into the Master Blanket Purchase Order ADHS12-030676 in ProcureAZ.

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 19<sup>th</sup> day of September, 2012 at Phoenix, Arizona

Deanne J. Pitter 9/17/12  
Signature / Date

Christine Roth

Authorized Signatory's Name and Title:  
Contract Officer

Procurement Officer

Contractor's Name:

Arizona Board of Regents for University of Arizona



# GRANT AMENDMENT

ARIZONA DEPARTMENT  
OF HEALTH SERVICES  
1740 W. Adams. Room  
303  
Phoenix, Arizona 85007  
(602) 542-1040

Grant No:ADHS12-030678

Amendment No: 1

Tracey Thomas

## BNPA – Arizona Nutrition Network, Supplemental Nutrition Assistance Program – Education, Local Incentive Award, Southern Region

Effective upon signature, it is mutually agreed that the Grant referenced above for the Southern Region will be cancelled due to:

1. Combining it into the Master Blanket Purchase Order ADHS12-030676 for Maricopa County.
2. Attaching Southern Region's FY13 AzNN Application, attachments, and line items into the Master Blanket Purchase Order ADHS 12-030676 in ProcureAZ.

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 19<sup>th</sup> day of September, 2012 at Phoenix, Arizona

Lee Anne Peters 9/17/12  
Signature / Date

Christine Ruth

Authorized Signatory's Name and Title:  
Lee Anne T. Peters  
Contract Officer

Procurement Officer

Contractor's Name:

Arizona Board of Regents for University of Arizona



**GRANT APPLICATION**  
**RFGA NO. ADHS12-00001365**

Arizona Department Of Health Services  
 1740 W. Adams, Room 303  
 Phoenix, Arizona 85007  
 (602) 542-1040  
 (602) 542-1741 Fax

The Undersigned hereby applies and agrees to furnish the materials, service(s) or construction in compliance with all the terms, conditions, specifications, any amendments in the Request and any written exceptions in the Application.

Applicant's Arizona Transaction (Sales) Privilege Tax License Number: 20221243

Applicant's Federal Employer Identification Number: 74-2652689

Arizona Board of Regents,  
 University of Arizona  
 Applicant's Name

Lee Anne T. Peters  
 Name of Person Authorized to Sign Application  
 (Please type or print)

P.O. Box 3308  
 Street Address

Contract Officer  
 Title of Authorized Person

Tucson AZ 85722-3308  
 City State Zip Code

Lee Anne T. Peters 3/6/12  
 Signature of Authorized Person Date

Telephone Number: 520-626-6000

Facsimile Number: 520-626-4137

E-Mail Address: sponsor@u.arizona.edu

Acknowledgement of Amendment(s):  
 (Applicant acknowledges receipt of amend-  
 ment(s) to the Request for Grant Application  
 and related documents numbered and dated

Amendment No.	Date	Amendment No.	Date
#1	02/08/12		
#2	02/16/12		
#3	02/24/12		

**ACCEPTANCE OF APPLICATION AND GRANT AWARD**  
 (For State of Arizona Use Only)

Your Application, dated March 8, 2012, is hereby accepted as described in the Notice of Award. You are now bound to perform based upon the RFGA and your Application, as accepted by the State.

This Grant will henceforth be referred to as Grant Number will be provided after award of a Grant.

You are hereby cautioned not to commence any billable work or provide any material or service under this Grant until you receive an executed purchase order, Grant release document, or written notice to proceed, if applicable.

State of Arizona

Awarded this 14<sup>th</sup> day of August 2012.

Christine Ruth  
 State Government Administrator

## TERMS AND CONDITIONS

RFGA NO. ADHS12-00001365

1. **Grant Term.** The initial term of this Grant shall commence upon award of and signature by the State Government Administrator, and shall remain in effect for one (1) from October 1, 2012 through September 30, 2013, years unless terminated, canceled, or extended as otherwise provided herein.
2. **Option to Renew Grant.** 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 four (4) additional one (1)-year increments, 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.
3. **Grant Reimbursement:** Payment shall be made on a Cost Reimbursement basis.
4. **Grant Amendments.** Any change in this Grant, including the Scope of Work, shall only be accomplished by a formal, written Grant amendment, signed by the State Government Administrator. Any such amendment shall be within the scope of the Grant and shall specify the change; any increase or decrease in Grant amount and the effective date of the change. The Grantee expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts and oral communications by or from any person, shall be used or construed as an amendment to this Grant.
5. **Commencement of Work.** All work to be performed under this Grant must commence October 1, 2012. Work shall not be performed without a Master Blanket Purchase Order Release.
6. **Key Personnel.** It is essential the Grantee provide an adequate staff of experienced personnel, capable of and devoted to the successful accomplishment of work performed under this Grant. The Grantee must assign specific individuals to key positions of responsibility. Once assigned to work under this Grant, Key Personnel shall not be removed or replaced without prior notification to the ADHS Program Manager.
7. **Cancellation for Conflict of Interest:** Pursuant to A.R.S. § 38-511, the State may cancel this Grant within three (3) years after Grant execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Grant on behalf of the State is or becomes at any time while the Grant or an extension of the Grant is in effect an employee of or a consultant to any other party to this Grant with respect to the subject matter of the Grant. The cancellation shall be effective when the Grantee receives written notice of the cancellation unless the notice specifies a later time. If the Grantee is a political subdivision of the State, it may also cancel this Grant as provided in A.R.S. § 38-511.
8. **Suspension or Debarment Status.** If the firm, business or person submitting this Application has been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a Grantee with any Federal, State or local government or if any such preclusion from participation from any public procurement activity is currently pending, the Applicant shall fully explain the circumstances relating to the preclusion or proposed preclusion in the Application. The Applicant shall include a letter with its Application setting forth the name and address of the governmental unit, the effective date of this suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating to the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances including the details enumerated above shall be provided. The Application of an Applicant who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity shall be rejected.
9. **Availability of Funds for the Next Fiscal Year.** Funds may not presently be available for performance under this Grant beyond the current fiscal year. No legal liability on the part of the State for any payment may arise under this Grant beyond the current fiscal year until funds are made available for performance of this Grant. The State shall make reasonable efforts to secure such funds.

## TERMS AND CONDITIONS

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10. **Audit.** Pursuant to A.R.S. §35-214, at any time during the term of this Grant and five (5) years thereafter, the Grantee's or any subcontractor's books and records shall be subject to audit by the State and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Grant.
11. **Information Disclosure.** The Grantee shall establish and maintain procedures and controls that are acceptable to the State for the purpose of assuring that no information contained in its records or obtained from the State or from others in carrying out its functions under the Grant shall be used or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the Grant. Persons requesting such information should be referred to the State. The Grantee also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of Grantee as needed for the performance of duties under the Grant, unless otherwise agreed to in writing by the State.
12. **Accounting Requirements.** All financial records shall be maintained and expenditures made in accordance with the Generally Accepted Accounting Principles to permit accurate tracking of funds to a level of expenditure adequate to ensure proper use of funds.
13. **Financial Management.** For all Grants, the practices, procedures, and standards specified in and required by the Accounting and Auditing Procedures Manual for the Arizona Department of Health Services funded programs shall be used by the Grantee in the management of Grant funds and by the Department when performing a Grant audit. Funds collected by the Grantee in the form of fees, donations and/or charges for the delivery of these Grant services shall be accounted for in a separate fund.

**Federal Funding.** Grantees receiving Federal funds under this Grant shall comply with the certified finance and compliance audit provision of the Office of Management and Budget (OMB) Circular A-133, if applicable.

**State Funding.** Grantees receiving State funds under this Grant shall comply with the certified Compliance provisions of A.R.S. §35-181.03.

#### 14. **Grant Restrictions.**

Applicants will provide a copy of all printed or broadcast media or any other educational materials developed using funds awarded under this Grant to the ADHS Program Manager for approval. Media and/or printed educational materials will adhere to the required wording as follows: "Federally funded by USDA's Supplemental Nutrition Assistance Program through the Arizona Nutrition Network. The Supplemental Nutrition Assistance Program provides nutrition assistance to people with low income. It can help you buy nutritious foods for a better diet. To find out more, contact 1-800-352-8401. This institution is an equal opportunity provider and employer."

15. **Payment.** The Grantee shall submit to ADHS a monthly statement of charges in a form to be provided by ADHS prior to the commencement of services. This form, known as a Contractor's Expenditure Report (CER), shall be submitted for the work completed under an approved program manager in conformance with the price sheet/fee schedule of this Grant.
16. **Arizona Substitute/IRS W-9 Form.** In order to receive payment the Grantee shall have a current Arizona Substitute W-9 Form on file with the State of Arizona, unless not required by law and be registered in ProcureAZ.

## TERMS AND CONDITIONS

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17. **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 and the State Government Administrator. The Grantee shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities. The subcontract shall incorporate by reference the terms and conditions of this Grant.
18. **Licenses.** Grantee shall maintain, in current status, all Federal, State and local licenses and permits required for the operation of the business conducted by the Grantee.
19. **Federal Procurement Suspension/Debarment.** All Applicants, upon submittal and signature of their Application, hereby attest and certify that the company has not been debarred or suspended from Federal procurements.
20. **Health Insurance Portability and Accountability Act of 1996 (HIPAA) Compliance.** The Grantee warrants that it is familiar with the requirements of HIPAA, as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH Act) of 2009, and accompanying regulations and will comply with all applicable HIPAA requirements in the course of this Grant. Grantee warrants that it will cooperate with the Arizona Department of Health Services (ADHS) in the course of performance of the Grant so that both ADHS and Grantee will be in compliance with HIPAA, including cooperation and coordination with the Government Information Technology Agency (GITA), Statewide Information Security and Privacy Office (SISPO) Chief Privacy Officer and HIPAA Coordinator and other compliance officials required by HIPAA and its regulations. Grantee will sign any documents that are reasonably necessary to keep ADHS and Grantee in compliance with HIPAA, including, but not limited to, business associate agreements.

If requested by the ADHS Procurement Office, Grantee agrees to sign a "Pledge To Protect Confidential Information" and to abide by the statements addressing the creation, use and disclosure of confidential information, including information designated as protected health information and all other confidential or sensitive information as defined in policy. In addition, if requested, Grantee agrees to attend or participate in HIPAA training offered by ADHS or to provide written verification that the Grantee has attended or participated in job related HIPAA training that is: (1) intended to make the Grantee proficient in HIPAA for purposes of performing the services required and (2) presented by a HIPAA Privacy Officer or other person or program knowledgeable and experienced in HIPAA and who has been approved by the GITA/SISPO Chief Privacy Officer and HIPAA Coordinator.

21. **Offshore Performance of Work Prohibited:** Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and involve access to secure or sensitive data or personal client data shall be performed within the defined territories of the United States. Unless specifically stated otherwise in the specifications, this paragraph does not apply to indirect or 'overhead' services, redundant back-up services or services that are incidental to the performance of the Grant. This provision applies to work performed by subcontractors at all tiers.
22. **Arbitration:** The parties to this Grant agree to resolve all disputes arising out of or relating to this Grant through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518, except as may be required by other applicable statutes (Title 41).
23. **Master Blanket Purchase Order Releases:** The Grantee shall, in accordance with all terms and conditions of the Grant, fully perform and shall be obligated to comply with all Purchase Orders received by the Grantee prior to the expiration or termination hereof, unless otherwise directed in writing by the ADHS Administrator, including, without limitation, all Purchase Orders received prior to but not fully performed and satisfied at the expiration or termination of this Grant.

## TERMS AND CONDITIONS

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### 24. Pandemic Contractual Performance:

- 24.1 The State shall require a written plan that illustrates how the Grantee shall perform up to contractual standards in the event of a pandemic. The State may require a copy of the plan at anytime prior or post award of a Grant. At a minimum, the pandemic performance plan shall include:
- 24.1.1 Key succession and performance planning if there is a sudden significant decrease in Grantee's workforce.
  - 24.1.2 Alternative methods to ensure there are products in the supply chain.
  - 24.1.3 An up to date list of company contacts and organizational chart.
- 24.2 In the event of a pandemic, as declared the Governor of Arizona, U.S. Government or the World Health Organization, which makes performance of any term under this Grant impossible or impracticable, the State shall have the following rights:
- 24.2.1 After the official declaration of a pandemic, the State may temporarily void the Grant(s) in whole or specific sections, if the Grantee cannot perform to the standards agreed upon in the initial terms.
  - 24.2.2 The State shall not incur any liability if a pandemic is declared and emergency procurements are authorized by the Director as per A.R.S. 41-2537 of the Arizona Procurement Code.
  - 24.2.3 Once the pandemic is officially declared over and/or the Grantee can demonstrate the ability to perform, the State, at its sole discretion, may reinstate the temporarily voided Grant(s).
- 24.3 The State, at any time, may request to see a copy of the written plan from the Grantee. The Grantee shall produce the written plan within seventy-two (72) hours of the request

### 25. Grant Termination:

- 25.1 **Cancellation for Conflict of Interest.** Pursuant to A.R.S. § 38-511, the State may cancel this Grant within three (3) years after Grant execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Grant on behalf of the State is or becomes at any time while the Grant or an extension of the Grant is in effect an employee of or a consultant to any other party to this Grant with respect to the subject matter of the Grant. The cancellation shall be effective when the Grantee receives written notice of the cancellation unless the notice specifies a later time. If the Grantee is a political subdivision of the State, it may also cancel this Grant as provided in A.R.S. § 38-511.
- 25.2 **Gratuities.** The State may, by written notice, terminate this Grant, in whole or in part, if the State determines that employment or a Gratuity was Offered or made by the Grantee or a representative of the Grantee to any officer or employee of the State for the purpose of influencing the outcome of the procurement or securing the Grant, an amendment to the Grant, or favorable treatment concerning the Grant, including the making of any determination or decision about Grant performance. The State, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity Offered by the Grantee.

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- 25.3 **Suspension or Debarment.** The State may, by written notice to the Grantee, immediately terminate this Grant if the State determines that the Grantee has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Submittal of an Offer or execution of a Grant shall attest that the Grantee is not currently suspended or debarred. If the Grantee becomes suspended or debarred, the Grantee shall immediately notify the State.
- 25.4 **Termination for Convenience.** The State reserves the right to terminate the Grant, in whole or in part at any time, when in the best interests of the State without penalty or recourse. Upon receipt of the written notice, the Grantee shall stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the State. In the event of termination under this paragraph, all documents, data and reports prepared by the Grantee under the Grant shall become the property of and be delivered to the State upon demand. The Grantee shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R2-7-701 shall apply.
- 25.5 **Termination for Default.**
- 25.5.1 In addition to the rights reserved in the Grant, the State may terminate the Grant in whole or in part due to the failure of the Grantee to comply with any term or condition of the Grant, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Grant. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Grantee.
- 25.5.2 Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Grantee under the Grant shall become the property of and be delivered to the State on demand.
- 25.5.3 The State may, upon termination of this Grant, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Grant. The Grantee shall be liable to the State for any excess costs incurred by the State in procuring materials or services in substitution for those due from the Grantee.
- 25.6 **Continuation of Performance through Termination.** The Grantee shall continue to perform, in accordance with the requirements of the Grant, up to the date of termination, as directed in the termination notice.
26. **Non-Discrimination:** The Grantee shall comply with State Executive Order No. 2009-09 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.
27. **Federal Immigration and Nationality Act:** The Grantee shall comply with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the Grant. Further, the Grantee shall flow down this requirement to all subcontractors utilized during the term of the Grant. The State shall retain the right to perform random audits of Grantee and subcontractor records or to inspect papers of any employee thereof to ensure compliance. Should the State determine that the Grantee and/or any subcontractors be found noncompliant, the State may pursue all remedies allowed by law, including, but not limited to; suspension of work, termination of the Grant for default and suspension and/or debarment of the Grantee.

## TERMS AND CONDITIONS

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28. **E-Verify Requirements:** In accordance with A.R.S. § 41-4401, Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A.
29. **Scrutinized Businesses:** In accordance with A.R.S. § 35-391 and A.R.S. § 35-393, Grantee certifies that the Grantee does not have scrutinized business operations in Sudan or Iran.
30. **Indemnification Clause:** Grantee shall indemnify, defend, save and hold harmless the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Grantee or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such Grantee to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Grantee from and against any and all claims. It is agreed that Grantee will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this Grant, the Grantee agrees to waive all rights of subrogation against the State of Arizona, its officers, officials, agents and employees for losses arising from the work performed by the Grantee for the State of Arizona.

*This indemnity shall not apply if the Grantee or sub-contractor(s) is/are an agency, board, commission or university of the State of Arizona.*

31. **Insurance Requirements:**

Grantee and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Grant, are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Grantee, his agents, representatives, employees or subcontractors.

The *insurance requirements* herein are minimum requirements for this Grant and in no way limit the indemnity covenants contained in this Grant. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Grantee from liabilities that might arise out of the performance of the work under this Grant by the Grantee, its agents, representatives, employees or subcontractors, and Grantee is free to purchase additional insurance.

- 31.1 **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Grantee shall provide coverage with limits of liability not less than those stated below.

31.1.1 **Commercial General Liability – Occurrence Form**

Policy shall include bodily injury, property damage, personal injury and broad form contractual liability coverage.

31.1.1.1	General Aggregate	\$2,000,000
31.1.1.2	Products – Completed Operations Aggregate	\$1,000,000
31.1.1.3	Personal and Advertising Injury	\$1,000,000

## TERMS AND CONDITIONS

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31.1.1.4	Blanket Contractual Liability – Written and Oral	\$1,000,000
31.1.1.5	Fire Legal Liability	\$ 50,000
31.1.1.6	Each Occurrence	\$1,000,000

- a. The policy shall be endorsed to include the following additional insured language: **"The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insured with respect to liability arising out of the activities performed by or on behalf of the Grantee".**
- b. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Grantee.

### 31.1.2 Business Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Grant.

Combined Single Limit (CSL) \$1,000,000

- a. The policy shall be endorsed to include the following additional insured language: **"The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insured with respect to liability arising out of the activities performed by or on behalf of the Grantee, involving automobiles owned, leased, hired or borrowed by the Grantee".**
- b. Policy shall contain a waiver of subrogation against the State of Arizona, as departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Grantee.

### 31.1.3 Worker's Compensation and Employers' Liability

Workers' Compensation Statutory Employers' Liability

31.1.3.1	Each Accident	\$ 500,000
31.1.3.2	Disease – Each Employee	\$ 500,000
31.1.3.3	Disease – Policy Limit	\$1,000,000

## TERMS AND CONDITIONS

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- a. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Grantee.
- b. This requirement shall not apply to: Separately, EACH Grantee or subcontractor exempt under A.R.S. 23-901, and when such Grantee or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Grantee) form.

### 31.1.4 Professional Liability (Errors and Omissions Liability)

31.1.4.1	Each Claim	\$1,000,000
31.1.4.2	Annual Aggregate	\$2,000,000

- a. In the event that the professional liability insurance required by this Grant is written on a claims-made basis, Grantee warrants that any retroactive date under the policy shall precede the effective date of this Grant; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Grant is completed.
- b. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Grantee.
- c. The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Work of this Grant.

### 31.2 ADDITIONAL INSURANCE REQUIREMENTS: The policies shall include, or be endorsed to include, the following provisions:

- 31.2.1 The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees wherever additional insured status is required such additional insured shall be covered to the full limits of liability purchased by the Grantee, even if those limits of liability are in excess of those required by this Grant.
- 31.2.2 The Grantee's insurance coverage shall be primary insurance with respect to all other available sources.
- 31.2.3 Coverage provided by the Grantee shall not be limited to the liability assumed under the indemnification provisions of this Grant.

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- 31.3 **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Grant shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the State of Arizona. Such notice shall be sent directly to The Arizona Department of Health Services, Procurement Office, 1740 West Adams, Phoenix, AZ 85007 and shall be sent by certified mail, return receipt requested.
- 31.4 **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with duly licensed or approved non-admitted insurers in the state of Arizona with an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Grantee from potential insurer insolvency.
- 31.5 **VERIFICATION OF COVERAGE:** Grantee shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Grant. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.
- All certificates and endorsements are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Grant must be in effect at or prior to commencement of work under this Grant and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Grant, or to provide evidence of renewal, is a material breach of Grant.
- All certificates required by this Grant shall be sent directly to **The Arizona Department of Health Services, 1740 West Adams, Phoenix, AZ 85007.** The State of Arizona project/Grant number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Grant at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT SECTION.**
- 31.6 **SUBCONTRACTORS:** Grantees' certificate(s) shall include all subcontractors as insured under its policies or Grantee shall furnish to the State of Arizona separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.
- 31.7 **APPROVAL:** Any modification or variation from the insurance requirements in this Grant shall be made by the Department of Administration, Risk Management Section, whose decision shall be final. Such action will not require a formal Grant amendment, but may be made by administrative action.
- 31.8 **EXCEPTIONS:** In the event the Grantee or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-insurance. If the Grantee or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

## SCOPE OF WORK

RFGA NO. ADHS12-00001365

### H. APPROVALS

The Grantee shall receive approval from ADHS for the following:

1. Nutrition Education Application and all revisions.
2. Monthly CERs.
3. Monthly Reports.
4. Quarterly Narrative Reports.

### I. DELIVERABLES

The Grantee shall submit to ADHS:

1. An AzNN approved Nutrition Education Application.
2. All revisions to the Nutrition Education Application prior to implementation of the proposed revisions.
3. Monthly CERs due by the 15<sup>th</sup> day of the month following the reporting month.
4. Monthly Reports due by the 15<sup>th</sup> day of the month following the reporting month.
5. Quarterly Narrative Reports due by the 15<sup>th</sup> day of the month following the end of each quarter.
6. Evaluation Data due by the 15<sup>th</sup> day of the month following the reporting month.

### J. NOTICES, CORRESPONDENCE, REPORTS AND INVOICES:

1. Notices, Correspondence, Reports and Invoices from the Grantee to the ADHS shall be sent to:

Arizona Department of Health Services  
Bureau of Nutrition and Physical Activity  
Nutrition Network Manager  
150 N 18<sup>th</sup> Ave, Suite 310  
Phoenix, AZ 85007  
Telephone: 602.542.1886  
Facsimile: 602.542.1890

2. Notices, Correspondence, Reports from the ADHS to the Grantee shall be sent to:

Organization: Arizona Board of Regents, University of Arizona  
Attention: Sponsored Projects Services  
Street Address: P.O. Box 3308  
City, State and Zip Code: Tucson, AZ 85722-3308  
Telephone: 520-626-6000  
E-Mail: sponsor@email.arizona.edu

**SCOPE OF WORK**

**RFGA NO. ADHS12-00001365**

1. Payments from ADHS to the Grantee shall be sent to:

Organization: Arizona Board of Regents, University of Arizona

Attention: Sponsored Projects Services, Acct. #TBD

Street Address: P.O. Box 3520

City, State and Zip Code: Tucson, AZ 85722-3520

Telephone: 520-626-6000

E-Mail: sponsor@email.arizona.edu



# SOLICITATION AMENDMENT ONE (1)

ARIZONA DEPARTMENT OF HEALTH SERVICES  
1740 West Adams, Room 303  
Phoenix, AZ 85007  
(602) 542-1040  
(602) 542-1741 fax

Solicitation Due Date: MARCH 8, 2012

At 3:00 P.M.

Contact: Mr. Tracey Thomas

A signed copy of this amendment must be submitted with your Solicitation Response in ProcureAZ.

Solicitation ADHS12-00001365 is amended as follows:

1. Introduction, Page Six (6), the following has been added:

### ELIGIBLE APPLICANTS

The AzNN will provide Grant funding to public and private organizations that will collaborate with others to improve the nutrition education and obesity prevention of people living in Arizona.

2. Terms and Conditions, Page Eighteen (18), Provision Thirty-One (31), Insurance Requirements, Item 31.2, Additional Insured Requirements, the period (.) after Item 31.2 is deleted and the numbering sequence of the three (3) paragraphs below Item 31.2 is replaced with the following: 31.2.1; 31.2.2; and 31.2.3;

3. Instructions, Page Nine (9), Provision Two (2), is revised and replaced with the following:

ADHS requires partnerships with other entities and programs within communities. Partnerships and/or collaborative efforts are defined as joint efforts with other entities that could provide additional resources, such as funding, in-kind, direct services, volunteers, and community support. When the Applicant is proposing utilizing subcontractors, it shall provide documentation e.g. contracts, line item budgets, letters of agreement, memoranda of understanding, etc. describing the roles and responsibilities each subcontractor will assume and signed by authorized individuals.

4. Scope of Work, Page Twenty-four (24), Section F, Reference Documents, Item F ACS Data link has been revised and replaced with the following link: <http://eatwellbewell.org/partners/about-us/become-a-partner>.

5. Attachment 2, FY13, Application Instructions Page Forty-six (46), Resources, Census FPL185 by County by Tract (ACS Data) is revised and replaced with the following link: <http://eatwellbewell.org/partners/about-us/become-a-partner>.

6. The original Attachment titled ADHS12-00001365 AzNN SNAP Local Incentive Grants.pdf described as Solicitation, has been removed as it is a duplicate of the section Attachments. All of the information is listed in the specific Section Attachments.

Vendor hereby acknowledges receipt and understanding of above amendment

*Lee Anne T. Peters* 3/6/12

Signature

Date

The above referenced Solicitation Amendment is hereby executed this \_\_\_ day of \_\_\_\_\_, 2012 in Phoenix, Arizona.

On File

Name and Title: Lee Anne T. Peters,  
Contract Officer

Name of Company: Arizona Board of Regents,  
University of Arizona

Signature

Title: Christine Ruth, Chief Procurement Officer



## SOLICITATION AMENDMENT ONE (1)

ARIZONA DEPARTMENT OF  
HEALTH SERVICES  
1740 West Adams, Room 303  
Phoenix, AZ 85007  
(602) 542-1040  
(602) 542-1741 fax

Solicitation Due Date: **MARCH 8, 2012**

At 3:00 P.M.

Contact: **Mr. Tracey Thomas**

7. The original Attachment titled FY13 Application described as Attachment One (1) Application, has been replaced with revised Attachment FY13 Application described as Revised Attachment One (1) Application.

8. The original Attachment Titled Exhibit 1 Contractors Expenditure Report ADHS12-00001365 AzNN SNAP Local Incentive Grants-10 described as Exhibit 1 Contractors Expenditure Report, has been replaced with revised Attachment Exhibit 1 Contractors Expenditure Report ADHS12-00001365 AzNN SNAP Local Incentive Grants described as Revised Exhibit 1 Contractors Expenditure Report.

9. Applicants shall provide an Extended Budget Justification Narrative document to explain its budget in more detail.





**SOLICITATION AMENDMENT THREE (3)**

**ARIZONA DEPARTMENT OF HEALTH SERVICES**  
1740 West Adams, Room 303  
Phoenix, AZ 85007  
(602) 542-1040  
(602) 542-1741 fax

Solicitation Due Date: **MARCH 8, 2012**

At **3:00 P.M.**

Contact: **Mr. Tracey Thomas**

**A signed copy of this amendment must be submitted with your Solicitation Response in ProcureAZ.**

**Solicitation ADHS12-00001365 is amended as follows:**

1. ADHS is providing an Amended MS Excel Macro to update the FY13 Application Workbook. This Macro will add more rows for inputting data in the following FY13 Application Workbook Tabs: "Sites – Certified", "Sites – Likely", "Sites – Potentially – Schools" and "Sites – Potentially – Non Schools" and to sum the values in the additional lines that the first macro created to capture the total reach.
2. Applicants shall follow these steps to execute the Amended Macro:
  - 2.1 Make sure the FY13 Application Workbook is open;
  - 2.2 Make sure to have only two MS Excel Workbooks open, the FY13 Application and Amended MS Excel Macro Update;
  - 2.3 Click the FY13 Application – Update Version 2 button; and
  - 2.4 Save the FY13 Application Workbook.

Applicant hereby acknowledges receipt and understanding of above amendment

*Lee Anne T. Peters* 3/6/12  
Signature \_\_\_\_\_  
Date

The above referenced Solicitation Amendment is hereby executed this \_\_\_ day of \_\_\_\_\_, 2012 in Phoenix, Arizona.

On File

Name and Title: **Lee Anne T. Peters,**  
**Contract Officer**

Name of Company: **Arizona Board of Regents,**  
**University of Arizona**

Signature

Title: **Christine Ruth, Chief Procurement Officer**



# ARIZONA STATE CONTRACT

## MASTER CONTRACT - TERM

Purchase Order No.: ADHS12-030676  
 Organizational Reference No.:  
 Effective Date: 10/01/2012  
 Valid Through: 09/30/2013

Vendor Number: 000005401  
 University of Arizona (Grants & Contracts)  
 University of Arizona  
 Sponsored Projects Services  
 P.O. Box 3308  
 Tucson, AZ 85722-3308

Arizona Department of Health Services  
 Public Health Prevention  
 1740 W. Adams  
 Phoenix, AZ 85007  
  
 Tracey Thomas

Contract No.: ADHS12-030676  
 Title: AzNN SNAP-Ed Local Incentive Award

The following documents make up the Contract and are incorporated herein by reference.

- Part 4 Amended Terms and Conditions RFGA ADHS12-00001365 Pages 13 - 21.pdf
- Part 5 Amended Scope of Work RFGA ADHS12-00001365 Pages 22 - 26.pdf
- Offer and Acceptance U of A Maricopa.pdf
- 3 3 2 FY13 Application\_Maricopa\_UA-1.xls
- 3 3 3 Contact Information\_Maricopa\_UA.pdf

Please refer to the electronic order in Procure.AZ.gov for the complete list of attachments

**Blanket 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.

Solicitation (Bid) No.:		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 Maricopa Personnel/Salary		1.00	YR	\$ 1,086,464.00	\$ 1,086,464.00
2	Class-Item 952-26 Maricopa Fringe Benefits		1.00	YR	\$ 487,104.00	\$ 487,104.00
3	Class-Item 952-26 Maricopa Contracts, Grants and Agreements		1.00	YR	\$ 213,229.00	\$ 213,229.00
4	Class-Item 952-26 Maricopa Non Capital Equipment/Supplies		1.00	YR	\$ 197,420.00	\$ 197,420.00



# ARIZONA STATE CONTRACT

## MASTER CONTRACT - TERM

5	Class-Item 952-26 Maricopa Materials	1.00	YR	\$ 287,720.00	\$ 287,720.00
6	Class-Item 952-26 Maricopa Travel In State	1.00	YR	\$ 68,537.00	\$ 68,537.00
7	Class-Item 952-26 Maricopa Travel Out of State	1.00	YR	\$ 1,016.00	\$ 1,016.00
8	Class-Item 952-26 Maricopa Building Space	1.00	YR	\$ 25,400.00	\$ 25,400.00
9	Class-Item 952-26 Maricopa Maintenance - Utilities	1.00	YR	\$ 7,800.00	\$ 7,800.00
10	Class-Item 952-26 Maricopa Maintenance - Facilities	1.00	YR	\$ 3,000.00	\$ 3,000.00
11	Class-Item 952-26 Maricopa Indirect Costs	1.00	YR	\$ 576,227.00	\$ 576,227.00
12	Class-Item 952-26 Northern Personnel/Salary	1.00	YR	\$ 153,796.00	\$ 153,796.00
13	Class-Item 952-26 Northern Fringe Benefits	1.00	YR	\$ 66,992.00	\$ 66,992.00
14	Class-Item 952-26 Northern Contracts, Grants, and Agreements	1.00	YR	\$ 82,189.00	\$ 82,189.00
15	Class-Item 952-26 Northern Non Capital Equipment/Supplies	1.00	YR	\$ 45,649.00	\$ 45,649.00
16	Class-Item 952-26 Northern Materials	1.00	YR	\$ 39,719.00	\$ 39,719.00



# ARIZONA STATE CONTRACT

## MASTER CONTRACT - TERM

17	Class-Item 952-26 Northern Travel In State	1.00	YR	\$ 19,034.00	\$ 19,034.00
18	Class-Item 952-26 Northern Travel Out of State	1.00	YR	\$ 0.00	\$ 0.00
19	Class-Item 952-26 Northern Building Space	1.00	YR	\$ 0.00	\$ 0.00
20	Class-Item 952-26 Northern Maintenance Utilities	1.00	YR	\$ 0.00	\$ 0.00
21	Class-Item 952-26 Northern Maintenance Facilities	1.00	YR	\$ 0.00	\$ 0.00
22	Class-Item 952-26 Northern Indirect Costs	1.00	YR	\$ 97,151.00	\$ 97,151.00
23	Class-Item 952-26 Southern Personnel/Salary	1.00	YR	\$ 610,790.00	\$ 610,790.00
24	Class-Item 952-26 Southern Fringe Benefits	1.00	YR	\$ 277,277.00	\$ 277,277.00
25	Class-Item 952-26 Southern Contracts, Grants, and Agreements	1.00	YR	\$ 127,231.00	\$ 127,231.00
26	Class-Item 952-26 Southern Non Capital Equipment/Supplies	1.00	YR	\$ 69,579.00	\$ 69,579.00
27	Class-Item 952-26 Southern Materials	1.00	YR	\$ 54,604.00	\$ 54,604.00
28	Class-Item 952-26 Southern Travel In State	1.00	YR	\$ 31,319.00	\$ 31,319.00



# ARIZONA STATE CONTRACT

## MASTER CONTRACT - TERM

29	Class-Item 952-26 Southern Travel Out of State	1.00	YR	\$ 0.00	\$ 0.00
30	Class-Item 952-26 Southern Building Space	1.00	YR	\$ 22,424.00	\$ 22,424.00
31	Class-Item 952-26 Southern Maintenance Utilities	1.00	YR	\$ 2,839.00	\$ 2,839.00
32	Class-Item 952-26 Southern Indirect Costs	1.00	YR	\$ 300,255.00	\$ 300,255.00
33	Class-Item 952-26 Southern Maintenance Facilities	1.00	YR	\$ 0.00	\$ 0.00
34	Class-Item 952-26 Maricopa - Line item to use for ten percent (10%) transferring between all Maricopa categories on the Items Tab.	1.00	YR	\$ 0.00	\$ 0.00
35	Class-Item 952-26 Northern Region - Line item to use for ten percent (10%) transferring between all Northern Region categories on the Items Tab.	1.00	YR	\$ 0.00	\$ 0.00
36	Class-Item 952-26 Southern Region - Line item to use for ten percent (10%) transferring between all Southern Region categories on the Items Tab.	1.00	YR	\$ 0.00	\$ 0.00

TOTAL: \$ 4,954,765.00

Approved By: Tracey Thomas

Phone No.: (602) 542-1011

**AUDIT CERTIFICATION AND FINANCIAL STATUS QUESTIONNAIRE**

Subcontractor COCHISE COUNTY HEALTH DEPARTMENT

Please complete and return to the Office of Research and Contract Analysis Attn.: Rachel Wallace, University of Arizona, 888 N. Euclid, Room 515, Tucson, Arizona 85719, Fax (520) 626-4520.

**Audit Certification for Your Organization's/Company's Most Recently Completed Fiscal Year (Respond to A or B, below, as applicable):**

       A. External independent audits of my organization/company have been completed for Fiscal Year 200 2011 (state organization's/company's fiscal year: from MM/DD/YYYY: 7/1/10 to MM/DD/YYYY: 6/30/11). A true, complete and correct copy of the audit report is attached and hereby provided to University of Arizona. If available electronically provide link here:

**OR**

       B. My organization/company has **not** been audited by a U.S. Government audit agency or by an independent CPA firm for the most recently completed Fiscal Year (state organization's/company's fiscal year: from MM/DD/YYYY: \_\_\_\_\_ to MM/DD/YYYY: \_\_\_\_\_). True and correct information concerning my organization's finances is provided in the attached Financial Status Questionnaire.

**Signature of Authorized Official:**

Signature \_\_\_\_\_ Date \_\_\_\_\_

Name (printed) \_\_\_\_\_ Title \_\_\_\_\_

Organization/Company Name and EIN \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_ Email \_\_\_\_\_

**If you checked "A" to the Audit Certification, above, please attach and send a complete copy of your organization's audit report.**

**If you checked "B" to the Audit Certification, above, please fill out and send the attached Financial Status Questionnaire.**

**Financial Status Questionnaire For:** COCHISE COUNTY  
Organization/Company Name

General Information

- Y N 1. Does your organization have its financial statements reviewed by an independent public accounting firm? **(Please enclose a copy the most recent financial statements for your organization, audited or unaudited.)**
- Y N 2. Are duties separated so that no one individual has complete authority over an entire financial transaction?
- Y N 3. Does your organization have controls to prevent expenditure of funds in excess of approved, budgeted amounts?
- Y  N 4. Other than financial statements, has any aspect of your organization's activities been audited within the last two years by a governmental agency or independent public accountant? Explain. **(Please provide a copy of any recent external audit report.)**  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Cash Management

- Y N 1. Are all disbursements properly documented with evidence of receipt of goods or performance of services?
- Y N 2. Are all bank accounts reconciled monthly?

Payroll

- Y N 1. Are payroll charges checked against program budgets?
- 2. What system does your organization use to control paid time, especially time charged to sponsored agreements?  
MONTHLY TIME REPORTS.  
TIME SHEETS (NON-EXEMPT)  
LEAVE SLIPS (EXEMPT)  
\_\_\_\_\_  
\_\_\_\_\_

Procurement

- N 1. Are there procedures to ensure procurement at competitive prices?
- 2. Is there an effective system of authorization and approval of:
  - N a) capital equipment expenditures?
  - N b) travel expenditures?

Property Management

- N 1. Are detailed records of individual capital assets kept and periodically balanced with the general ledger accounts?
- N 2. Are there effective procedures for authorizing and accounting for the disposal of property and equipment?
- N 3. Are detailed property records periodically checked by physical inventory?
- 4. Briefly describe the organization's policies concerning capitalization and depreciation.  
SEE AUDIT NOTE 6, PAGE 21

Cost Transfers

- 1. How does the organization ensure that all cost transfers are legitimate and appropriate?  
TRANSFERS INITIATED BY PROGRAMS AND DEPARTMENTS ARE INPUT AND POSTED (AFTER REVIEW) BY THE COUNTY'S FINANCE DEPT.

Indirect Costs

- N 1. Does the organization have an indirect cost allocation plan or a negotiated indirect cost rate? Explain. **(Please provide a copy of any negotiated indirect cost rate agreement.)**

Indirect Costs (Continued)

- N 2. Does the organization have procedures which provide assurance that consistent treatment is applied in the distribution of charges to all grants, contracts and cooperative agreements? Explain.  
COUNTY ADMINISTRATION / BOARD OF SUPERVISORS  
APPROVE INDIRECT COST CHARGES TO ALL PROGRAMS.

Cost Sharing

1. How does the organization determine that it has met cost sharing goals?

N/A

Compliance

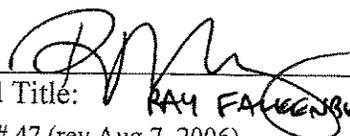
- N 1. Does your organization have a formal policy of nondiscrimination and a formal system for complying with Federal civil rights requirements?
- N 2. Does your organization have a cash forecasting process which will minimize the time elapsed between the drawing down of funds and the disbursement of those funds?
- Y N 3. Please provide a list of recent grants, contracts or cooperative agreements your organization has received from University of Arizona.

P.O. 4453006 (VAX-FAX, 2006)  
P.O. 4553670 (ACCION PARA SALUD, 2012)

Attachments

- N Recent Financial Statements External Review or Audit Report
- N Financial Statements, Audited or Unaudited
- N Indirect Cost Rate Agreement
- N List of Awards from University of Arizona (ABOVE)

**Signature of Authorized Official:**

 Date: 1/22/13  
Name and Title: RAY FALGOUTSKY, ASM