



# State of Arizona

## Department of Health Services

### Request for Grant Application (RFGA)

**RFGA Number:** ADHS16-00005489

**Letters of Intent Due Date / Time:** December 16, 2015, 3:00 PM Local AZ Time

**Submittal Location:** [Submit via ProcureAZ](#)

**Description of Procurement:** Grant Applications for Arizona Department of Health Services, Arizona Biomedical Research Commission

Research to Improve the Health of all Arizonans  
Arizona Investigator Grant (AZ IG)

**Pre-Application Conference:** November 12, 2015 at 1:00 PM Local AZ Time

Arizona Department of Health Services  
State Laboratory  
250 N 17th Ave, Phoenix, AZ 85007

**TELECONFERENCE PARTICIPANT DIALING INSTRUCTIONS:** Dial the Access Number: 1-877-820-7831 and  
Enter the Participant Passcode: 453552#

ADHS is not responsible for the call quality, access or any charges incurred by calling the conference bridge. Interested parties are encouraged to participate in person. Conference call option is offered due to requests received. Please check if the service is available through your provider. All conference call participants shall provide via email the following information to the Grant Solicitation Contact Person: Name, Company, Telephone and Email address, no later than twenty-four (24) hours after the event.

In accordance with A.R.S. § 41-2701 through 41-2702, competitive sealed applications for the services specified will be received by the Arizona Department of Health Services (ADHS) online in the State of Arizona's online procurement system, [procure.az.gov](http://procure.az.gov) (ProcureAZ). Applications received by the due date and time will be opened. The name of each Offeror will be publicly available. Applications must be submitted in the State ProcureAZ system on or prior to the date and time indicated. Late Applications will not be considered. It is the responsibility of the supplier/offeror to routinely check the ADHS web site for Solicitation Amendments. Additional instructions for preparing an Offer are included in this solicitation.

With seventy-two (72) hours prior notice, persons with disabilities may request special accommodations such as interpreters, alternative formats, or assistance with physical accessibility. Such requests are to be addressed to the Solicitation contact person named below.

**APPLICANTS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE RFGA.**

Grant Solicitation Contact Person:

Ana Shoshtarikj, Procurement Officer  
(602) 542-1047  
[Ana.Shoshtarikj@azdhs.gov](mailto:Ana.Shoshtarikj@azdhs.gov)



# **GRANT APPLICATION**

## **RFGA NO. ADHS16-00005489**

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

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## INTRODUCTION

RFGA NO. ADHS16-00005489

### 1. Introduction to the Arizona Investigator Grant (AZ IG)

#### 1.1. Arizona Biomedical Research Commission (ABRC)

The mission of the ABRC is to identify and support innovative biomedical research to improve the health of all Arizonans. ABRC is focused on leveraging existing resources, maximizing partnerships, cultivating communication, and promoting innovation. ABRC manages multiple initiatives which are guided by input from leaders and professionals from Arizona's universities, nonprofit research institutions, hospitals, medical centers, and patient advocacy groups. ABRC's initiatives have evolved into four distinct programs: Research Grants, Arizona Public Cord Blood Program, Arizona Biospecimen Locator, and Research Education.

#### 1.2. Funding Source

Funding source for this Grant is the Health Research Fund (Tobacco Tax).

#### 1.3. Available Funds

1.3.1. Up to four million dollars (\$4,000,000) are available for both RFGAs: ADHS16-00005488 AZ NIA and ADHS16-00005489, AZ IG. Maximum award per AZ IG application is two hundred and fifty thousand dollars (\$250,000.00) annually and maximum project duration is up to three (3) years from the award date.

1.3.2. The total amount to be awarded under this Grant program is subject to decision by the Arizona Biomedical Research Commission. ADHS shall not be obligated to select project proposals to cover the full amount of available funding and reserves the right to cancel the RFGA without awarding any Grant funds.

#### 1.4. Application

The Application process consists of two (2) steps:

1.4.1. **Letter of Intent.** Candidates are required to submit Letter of Intent, as described in the Instructions Provision Seven (7) Application Requirements, Section 7.4.

1.4.2. **Full Application.** Upon review of the received Letters of Intent, **Invitation Letters** to submit a full application will be sent to the selected candidates.

#### 1.5. Program Goals

The goal of this funding opportunity is to accelerate promising research toward clinical testing and breakthroughs designed to **improve the health of Arizonans**. While ABRC's strong emphasis is on funding basic and translational research projects, ABRC continues to seek innovative projects that leverage Arizona's resources and strengthen collaboration. **The Arizona Investigator Grant (AZ IG)** is established to fund **senior researchers** who conduct on-going basic or translational research with the goals of seeking larger federal grant funding, moving into clinical trials/device studies, or commercializing their research. ABRC supports collaborative research approaches. **A strong emphasis will be focused on applications that are multidisciplinary and collaborative.** Collaboration among investigators could include: within an institution, across institutions, or across disciplines.

#### 1.6. Multiple applications

1.6.1. **Collaborative partners** should designate one primary recipient and should collectively submit only one (1) Application per project.

1.6.2. **Each principle investigator** may submit more than one (1) Letter of Intent however, if selected, only one (1) project may would be funded.

1.6.3. **Each institute** may submit more than one (1) application as long as the previous two (2) conditions are met.

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### **1.7. Grant Application Funding**

- 1.7.1. Research projects shall present value in translating the research from the bench science to applications that benefit Arizonans. Research projects supported include those that are aimed at:
  - 1.7.1.1. The causes, epidemiology, and diagnosis of human diseases;
  - 1.7.1.2. Public health and community-based participatory research;
  - 1.7.1.3. Progressing promising practices to evidence-based decision-making;
  - 1.7.1.4. The formulation of cures and medically accepted treatments;
  - 1.7.1.5. Prevention of human diseases, including new drug discovery and development;
  - 1.7.1.6. Advancing the prevention and treatment of tobacco-related disease and addiction; and/or
  - 1.7.1.7. Behavioral studies and attitude assessments.
- 1.7.2. All costs should be specifically detailed in the Application package. Eligible costs are those that are directly related to the implementation of the project:
  - 1.7.2.1. Indirect costs are allowed however cannot exceed ten percent (10%) of the total indirect cost for each budget year, and
  - 1.7.2.2. Up to a maximum of five thousand dollars (\$5,000) for manuscript preparation fees, including page charges and illustration costs.

### **1.8. Grant Funding Unallowable Activities and Costs**

- 1.8.1. Construction costs for facility improvements;
- 1.8.2. Travel expenses for the Grant recipient or employees of the Grantee to attend scientific meetings, or any other travel that is not directly related to the specific research project being funded. Funds shall only be used for travel that is essential to the research project outcomes;
- 1.8.3. Supply expenses for office costs that would be considered in the administrative overhead or indirect calculations, such as telephone costs, paper, postage, copying costs, etc.;
- 1.8.4. Equipment not directly associated with the project or which exceeds twenty percent (20%) of the total project budget;
- 1.8.5. Out-of-State Subgrantees or collaborators that exceed more than fifty percent (50%) of the total project budget;
- 1.8.6. Subscriptions to journals, membership dues to organizations or societies, purchase of books, library search fees, and journal article copying not directly related to the project; and
- 1.8.7. Tuition costs or laboratory fees for work leading to an academic degree.
- 1.8.8. ADHS does not fund research that uses human fetal tissue, cells, or organs that are obtained from a living or dead embryo or fetus during or after an induced abortion. This restriction does not apply to research that uses human fetal tissue, cells, or organs that are obtained from a spontaneous abortion or an ectopic pregnancy. (A.R.S. §36.2302.A).

### **1.9. Eligibility**

- 1.9.1. Any individual(s) with the skills, knowledge, and resources necessary to carry out the proposed research as the Program Director(s)/Principal Investigator(s) are eligible to apply for this Grant.

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1.9.2. Applicants shall hold an independent research position at a domestic (U.S.) institution.

1.9.2.1. For the purpose of this RFGA, “independent research position” means a position that automatically confers eligibility, by the applicant’s institutional policy, for an investigator to apply for NIH R01 grants, with an appropriate commitment of facilities to be used for the conduct of the proposed research.

1.9.3. The Principal Investigator (PI) shall reside in Arizona;

1.9.4. The lead institution shall originate in Arizona.

1.9.5. Current Grant Recipient may apply for the AZ IG as long as the Eligibility criteria is met.

#### **1.10. Grant Administration and Reimbursement of Expenses**

1.10.1. Applicants selected to receive Grant funding shall be required to sign the Grant Offer and Acceptance. All services or work carried out under a Grant awarded as a result of this RFGA shall be completed within the scope, time frame, and funding limitations specified in this Grant; and

1.10.2. Payments will be made on a reimbursement basis for eligible expenses incurred by the Grantee. There will be no pre-payment of expenses by ADHS. Requests for reimbursement may be submitted to ADHS no more frequently than quarterly. Grantees shall be required to provide documentation to show that equipment or services have been received and the expenses incurred before reimbursement is provided by ADHS.

## INSTRUCTIONS

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### 1. Pre-Application Conference

Prospective Applicants are invited to attend a Pre-Application Conference. Attendance is not required. The date, time and location of this conference are indicated on the [Cover page](#). This Conference will be to clarify the contents of this Request for Grant Application (RFGA) in order to prevent any misunderstanding of ADHS' position. Any doubt as to the requirements of this RFGA or any apparent omission or discrepancy should be presented to ADHS at this conference. ADHS will then determine the appropriate action necessary, if any, and issue a written amendment to the RFGA. Oral statements or instructions shall not constitute an amendment to this RFGA.

### 2. Application Submission

2.1. Applicants responding to an RFGA shall submit their Letters of Intent, and if requested, their Full Application electronically through ProcureAZ. All submissions shall be received before the due date and time stated as listed in ProcureAZ. Any Letters of Intent or Full Applications submitted outside of ProcureAZ or those that are received after the due date will not be accepted.

2.2. To submit a Letter of Intent and Full Application, Applicants must register in the ProcureAZ system. "Vendor registration" guide is located at: [http://spo.az.gov/sites/default/files/Step-by-Step\\_Vendor\\_Registration.pdf](http://spo.az.gov/sites/default/files/Step-by-Step_Vendor_Registration.pdf). Applicants requiring assistance in the registration process or in navigating the ProcureAZ system may contact the Help Desk at 602-542-7600.

2.3. A "Responding to Solicitations" Step-by-Step Guide is located at <https://procure.az.gov/bsol/> and is available for reference.

### 3. Deadline for Submission

3.1. Letters of Intent shall be accepted for consideration for this RFGA only if received through ProcureAZ no later than the date indicated on the [Cover page](#). ADHS reserves the right to modify or extend the due date.

3.2. The Full Application due date will be specified in the Invitation Letter.

### 4. Grant Agreement Terms and Conditions

The Grant contains terms and conditions which are standard provisions for grants awarded through the State of Arizona. Applicants shall identify in the application any concerns with terms and conditions in the Grant. ADHS may agree to modify the terms and conditions of the Grant under limited circumstances, but ADHS will not address concerns that are not identified in the Grant Application.

### 5. Application Questions

All questions regarding this solicitation shall be submitted within the ProcureAZ system no later than five (5) calendar days prior to the RFGA due date. Applicants will be referred to ProcureAZ Q&A Tab for this Solicitation to input questions if sent by email or voicemail to the Procurement Officer. Questions will only be answered via ProcureAZ. To post a question, the interested party must be registered in ProcureAZ.

### 6. Application Status

6.1. Upon submission, all Application documents become the property of the State of Arizona and as such become subject to public disclosure. All information will be deemed not to be proprietary or confidential.

6.2. If an Applicant believes that their Application contains information that should be withheld from public disclosure, it must be clearly marked "**Confidential/Proprietary**" on every page.

6.3. A statement advising the Procurement Officer of this fact and explaining the reasons for confidentiality shall accompany the Application. The Applicant shall stamp or specifically identify all information believed to be confidential. It is the responsibility of the Applicant to explain the basis for its claim that the information is confidential.

## INSTRUCTIONS

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- 6.4. The information identified by the Applicant as confidential shall not be disclosed until the Procurement Officer makes a written determination. The Procurement Officer shall review the statement and information and shall determine in writing whether the information shall be withheld. If the Procurement Officer determines the information is not confidential, the Procurement Officer shall inform the Applicant in writing of such determination.

### 7. Application Requirements

- 7.1. One electronic copy of the Application shall be submitted in the ProcureAZ e-procurement system as attachments in the acceptable format specified below. Acceptable formats include .doc document (Microsoft Word 2000, XP, or 2003), xls spreadsheet (Microsoft Excel 2000, XP, or 2003) and .pdf (Adobe Acrobat portable documents format). Applicants shall copy ProcureAZ Attachments to their own computer, save the information entered, and submit the completed information as a new, appropriately re-named Attachment in ProcureAZ. ProcureAZ will not save information entered directly on the Attachments.
- 7.2. The Application shall be single sided, typed using Ariel 10-point font, single spaced, and margins shall be no less than 0.9" top/bottom/right/left. The material should be in sequence and organized as outlined below and related to the RFGA. Failure to include the requested information may have a negative impact on the evaluation of the Applicant's Application.
- 7.3. On each page of the Application, insert a Footer that specifies: Name of the Applicant, Name of the Attachment, the Solicitation Number, and Page Number. ADHS will not provide any reimbursement for the cost of developing in response to this RFGA.
- 7.4. The Application shall include at least the following:

#### 7.4.1. Letter of Intent

A letter of intent for this funding opportunity shall be submitted through ProcureAZ by the date specified on the [Cover page](#). In the letter of intent, the researcher shall clearly identify the connection between the research and the potential value to Arizona in terms of health impacts, and if applicable economic impact.

- 7.4.1.1. Health impacts on Arizonans include diseases or health concerns that:

7.4.1.1.1. Are particular to Arizona;

7.4.1.1.2. Significantly impact Arizonans; or

7.4.1.1.3. Disproportionately impact Arizonans.

- 7.4.1.2. If applicable, ABRC is requesting information that describes how the proposed research might have a future commercialization potential and/or future impact on the local economy, which might include:

7.4.1.2.1. Decreasing health care costs;

7.4.1.2.2. Increasing productivity; or

7.4.1.2.3. Adding new biomedical patents in Arizona.

- 7.4.1.3. **On no more than one (1) page**, the Letter of Intent should highlight how the proposed research will have:

7.4.1.3.1. An impact on Arizonans,

7.4.1.3.2. The potential for bringing additional research dollars into Arizona, e.g. future NIH funds,

## INSTRUCTIONS

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7.4.1.3.3. The potential for translating the proposed research into applications that benefit the health of Arizonans, and

7.4.1.3.4. If applicable, the potential for translating the proposed research into applications that benefit the local economy.

7.4.1.4. **On a separate page**, submit the following information with the Letter of Intent:

7.4.1.4.1. Number and title of the funding opportunity;

7.4.1.4.2. Descriptive title of proposed research;

7.4.1.4.3. Name, address, and telephone number of the Principal Investigator(s);

7.4.1.4.4. Names of other key personnel; and

7.4.1.4.5. Names of participating institutions.

### **7.4.2. Full Application**

The **Full Application** shall be submitted through ProcureAZ, **no later than the date indicated on the Invitation Letter**. The Application shall consist at least the following:

7.4.2.1. Application Cover Page;

7.4.2.2. Table of Contents for entire Application with page numbers;

7.4.2.3. Application Packet Attachment A:

7.4.2.3.1. Grant Offer and Acceptance Page (completed and signed);

7.4.2.3.2. General Information Page (filled in as applicable and W-9 attached);

7.4.2.3.3. Acknowledgement Statement of Acceptance of Terms and Conditions (concerns, if applicable);

7.4.2.3.4. Project Abstract Page;

7.4.2.3.5. Detailed Project Description (shall not exceed ten (10) pages total in length);

7.4.2.3.6. Biographical Sketch(es);

7.4.2.3.7. Letters of Support / Mentor Support;

7.4.2.3.8. Budget Information; and

7.4.2.3.9. Certifications and Assurances.

7.4.2.4. Other Attachments – provide itemized list of attachments and a brief statement of importance as to why the attachments have been included for review; and

7.4.2.5. Application Packet Attachment B:

7.4.2.5.1. Notices;

7.4.2.5.2. Correspondence;

7.4.2.5.3. Reports; and

7.4.2.5.4. Payments Page (completed).

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- 7.4.2.6. Complete the “Items Tab” in ProcureAZ. The information required to be input is the “**Total Requested**” budget amount from Attachment A, [General Information](#) page, Item Five (5) Total Fund Request for Project Budget Period. This step must be completed in order to successfully submit your Application.

### 8. Selection Criteria

- 8.1. ADHS shall give preference to projects whose research is Arizona focused.
- 8.2. Each scientifically distinct Project should be submitted as a separate Application request. Costs should be broken down so that partial funding could be considered for any Grant.

### 9. Evaluation Criteria

- 9.1. Applications will be evaluated based on information provided in the Applications.
- 9.2. Grant Applications will be evaluated according to the Grant requirements per ARS §41-2702 F. The evaluation criteria are listed in the relative order of importance and are based on the following:
- 9.2.1. **Significance:** Relevance of the proposed research to the health of Arizona residents. Applications focusing on the Arizona Biomedical Research Commission’s Strategic Mission may be given favorable consideration. The Commission’s Mission Statement is to identify and support innovative biomedical research to improve the health of all Arizonans.
- 9.2.2. **Scientific Merit and Approach:** Scientific merit, including: study design, methodology, feasibility, evaluative content, and importance of the proposed research.
- 9.2.3. **Innovation:** Novelty and originality of the proposed research or research methodology,
- 9.2.4. **Investigator(s):** Productivity and ability of the investigators in the project to perform the research, as shown by their knowledge and experience. (For new investigators, demonstration of adequate research training, senior mentor shall demonstrate prior mentoring of investigators and past federal funding success, and promise of support from institution/colleagues), and
- 9.2.5. **Adequacy of Facilities and Budget:** Adequacy of facilities and staff, including: personnel and equipment capable of supporting the proposed research, expertise and competence of staff in the techniques required for performance and in the field of the proposed research. Appropriateness of the budget request: the proposed budget will be evaluated to assure that it is reasonable relative to the proposed research and that the expenditures are justifiable.
- 9.3. ADHS may select parts of an Application for funding and may offer to fund less than the eligible Grant amounts and/or a smaller amount than requested in the Application.
- 9.4. Based on the number and types of Applications received, ADHS may establish a cut-off level for Grant selections that is less than the available funding, and projects may be offered a smaller amount of funding or may be held until a later date.

### 10. Discussion

- 10.1. ADHS reserves the option to conduct discussions with Applicants. The purpose of these discussions is to provide clarification and to assure full understanding of and responsiveness to the Application requirements regarding the Grant.
- 10.2. If discussions are conducted, Applicants will be invited to modify their Applications.

### 11. Multiple Awards

In order to assure that any ensuing Grants will allow the State to fulfill current and future needs, ADHS reserves the right to award Grants to multiple Applicants.

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### 12. Notification of Award

Applicants will be notified by ADHS of their award by an Award Letter and signed Grant Offer and Acceptance.

### 13. Application Acceptance Period

To be eligible for Grant award, Application cost estimates must be held open for one-hundred twenty (120) days.

### 14. Authorized Signature

14.1. For any document that requires the Applicant's signature, the signature provided must be that of the Owner, Partner or Corporate Officer duly authorized to sign Grant agreements. Additionally, if requested by ADHS, disclosure of ownership information shall be submitted.

14.1.1. Privately Owned: The Owner shall sign the Grant Application,

14.1.2. Partnership: A Partner shall sign the Grant Application, or

14.1.3. Corporation: A duly authorized Corporate Officer shall sign the Grant Application; and

14.2. If a person other than these specified individuals signs the Grant Application, a Power of Attorney indicating the employee's authority must accompany the Grant Application. All addenda to the Grant Application shall be signed by the authorized individual who signed the Grant Application except that they may be signed by a duly authorized designee.

### 15. 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.

### 16. Definition of Terms used in this RFGA

16.1. "Attachment" means a document that must be filled out and included as part of the Grant Application.

16.2. "Exhibit" means a document included only for informational purposes. It is not intended to be submitted as part of the Grant Application.

16.3. "Key personnel" means staff involved in the planning, administration, operation, or monitoring of this Grant.

16.4. "Medically and Scientifically Accurate" information will be determined to be medically and scientifically inaccurate if that information is unsupported or contradicted by a preponderance of peer-reviewed research by leading medical, psychological, psychiatric, and public health publications, organizations and agencies.

16.5. "Shall or Must" indicates a mandatory requirement. Failure to meet these mandatory requirements may result in the rejection of an Application as non-responsive.

16.6. "Principal Investigator" means the person who directs the research project or program. The principal investigator (the PI) oversees the scientific and technical aspects of the Grant, and has responsibility for the management of the research.

**APPLICATION PACKET  
ATTACHMENT A**

**RFGA NO. ADHS16-00005489**

**GRANT OFFER AND ACCEPTANCE**

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:

Applicant's Federal Employer Identification Number:

Applicant's DUNS Number:

\_\_\_\_\_  
Applicant's Name

\_\_\_\_\_  
Name of Person Authorized to Sign Application

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
Title of Authorized Person

\_\_\_\_\_  
City State Zip Code

\_\_\_\_\_  
Signature of Authorized Person Date

Telephone Number:

Facsimile Number:

E-Mail Address:

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

Your Application, dated \_\_\_\_\_, is hereby accepted as described in the Notice of Award. Grantee is now bound to perform based upon the RFGA and Grantee's Application, as accepted by the State.

This Grant will henceforth be referred to as Agreement Number \_\_\_\_\_

The Effective Date of the Grant Award is: \_\_\_\_\_

Grantee is hereby cautioned not to commence any billable work or provide any material or service under this Grant until Grantee receives an executed Purchase Order, Grant release document, or written notice to proceed, if applicable.

**State of Arizona, Arizona Department of Health Services**

Awarded this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

\_\_\_\_\_  
ADHS Chief Procurement Officer

**APPLICATION PACKET  
ATTACHMENT A**

**RFGA NO. ADHS16-00005489**

**General Information**

Information about the Applicant organization or individual and the person to contact for any questions during the review process should be clearly listed.

**1. Provide the following contact information for the person who is responsible for answering questions related to this Application:**

Name	
Title	
Mailing Address	
Phone Number	
Email Address	

**2. Legal name and address of Applicant:**

Name	
Mailing Address	
W-9 Attached?	

**3. Name of Principal Investigator:**

Name	
Date of terminal degree or completion of medical residency	

**4. Title of Project**

Title	
-------	--

**5. Total Fund Request for Project Budget Period (identify dollar amount per year):**

Year 1	\$0.00
Year 2	\$0.00
Year 3	\$0.00
<b>Total Requested</b>	<b>\$0.00</b>

<b>APPLICATION PACKET ATTACHMENT A</b>
<b>RFGA NO. ADHS16-00005489</b>

**FOR REVIEW PURPOSES**

**1. What field would you like your grant reviewed under?** Choose an item.

1.1. If "Other," please specify:

**2. What is the specialized area of proposed research?** [Click here to enter text.](#)

**3. Does your proposed research/project include human subjects?** Choose an item.

3.1. Is your use of human subjects research exempt? Choose an item.

3.1.1. If yes, please describe.

**4. Is your research an NIH defined clinical trial?** Choose an item.

4.1. If yes, please describe phase

**5. Does the research involve Vertebrate Animals?** Choose an item.

5.1. If yes, please attach IACUC Approval Animal Welfare Assurance Number

**APPLICATION PACKET  
ATTACHMENT A**

**RFGA NO. ADHS16-00005489**

**PROJECT ABSTRACT**

All Applicants are required to submit an abstract of the proposed activity suitable for publication. The abstract should be informative to other persons working in the same or related fields and, insofar as possible, understandable to a scientifically or technically literate lay reader. The abstract shall not include any proprietary or sensitive business information as it may be made available to the public. The abstract shall not exceed two hundred (200) words in length.

# APPLICATION PACKET ATTACHMENT A

RFGA NO. ADHS16-00005489

## DETAILED PROJECT DESCRIPTION

The following information shall be provided as “the Project Activities (Scope of Services)” for the Arizona Investigator Grant (AZ IG). The Detailed Project Description should not exceed a total of ten (10) pages and shall be single sided, typed using Ariel 10-point font, single spaced, and margins shall be no less than 0.9” top/bottom/right/left. The Detailed Project Description should be in sequence and organized as outlined below and related to the RFGA. Failure to include the requested information may have a negative impact on the evaluation of the Applicant’s Application. The attachment must be labeled and titled as “Detailed Project Description.”

### Project Activities (8 pages)

1. **Goals and Objectives:** List the specific aims, goals, and objectives of the proposed research and the hypothesis(es) to be tested.
2. **Background Information and Literature Review:** Include a narrative introduction to the application and provide relevant background information. Include an annotated bibliography of the relevant literature.
3. **Preliminary Work:** If applicable, include a list of all studies and publications related to the proposed project previously completed by the applicant.
4. **Experimental Methodology:** Outline the experimental design and procedures to be used to accomplish the specific aims, goals, and objectives of the project. Describe any new methodology and its advantage(s) over existing methodologies.
5. **Data Analysis:** Describe the means by which the data will be collected, analyzed, and interpreted. Discuss potential difficulties and limitations of the proposed techniques. Point out any procedures, situations, or materials that may be hazardous to personnel.
6. **Timeline:** Provide a chronological outline in regard to goals, objectives, methods, and data analysis. Define as clearly as possible the progression of the research plan over entire project period.
7. **Evaluation:** Discuss how Applicant will document that the research goals and objectives are met and how the applicant plans to evaluate the methods used.

### Project Resources (two (2) pages)

Specify the facilities/items/materials to be used for the conduct of the proposed research project by the listed categories. Indicate the performance sites and describe capacities, pertinent capabilities, relative proximity, and extent of availability to the Project. Under “Other” category, identify support services such as machine shop, electronics shop, etc., and specify the extent to which they will be available to the Project.

1. **Laboratory**
2. **Clinical**
3. **Animal**
4. **Computer**
5. **Office**
6. **Major Equipment:** List the most important equipment already available for this Project, note the location and capabilities of each.
7. **Other**

**APPLICATION PACKET  
ATTACHMENT A**

**RFGA NO. ADHS16-00005489**

**BIOGRAPHICAL SKETCH(ES)**

Attach the requested information for the key personnel (and consultants) listed in Applicant's response to the RFGA. Begin with the Principal Investigator/Program Director. Provide this information for each person listed as key personnel or consultants.

Senior Mentor Biographical Sketch shall also be included, as applicable.  
NIH style biographical sketches may be utilized.

**LETTERS OF SUPPORT / MENTOR SUPPORT**

Letter(s) in support of the proposed Project may be included.

Senior Mentor Letter of Support must be included for the Arizona Biomedical Early Stage Investigator Application. The Letter of Support shall list how support will be provided, type of activities and time that will be spent in direct mentorship, as applicable.

**BUDGET INFORMATION**

This information is particularly important since it will be used as a basis for negotiating the grant agreement if an organization or individual is selected. All budgeted amounts are to be rounded to the nearest dollar in each line item and budget category. The budget may be submitted in any format but must be submitted as part of the Application and must contain all information as requested below for each year and any additional information that may be relevant to the Project,

Note: Indirect costs for all institutions combined cannot exceed 10% of the total direct cost. Direct and indirect costs combined for each year shall not exceed the up to amounts as listed in the Eligibility Section,

1. Provide a separate budget for each year that you are requesting funding.
2. Provide salary costs (based on hourly rates) for the various labor categories used for the qualification proposal. For example: Principal Investigator, Co-investigator(s), Senior Associates, Sr. Scientists, Research Scientists, Post-Doctoral Associates, Other professionals (Technicians, Programmers, etc.), Graduate Students, Undergraduate Students, etc.

The salary limitation is limited to Executive Level II of the Federal Pay Scale at \$183,300. Principal Investigators, Key Personnel, and Technicians that are employed in a twelve (12) month position are eligible to claim salaries.

1. Identify and provide all applicable fringe benefit rates, equipment usage fees, travel costs materials and supplies and other direct project costs that would be charged on each research project awarded.
2. Although not required, any matching or cost sharing (including in-kind donations) should be detailed.
3. Budget Narrative. Applicant shall provide a narrative explanation of, and justification for, the proposed Project budget.

**APPLICATION PACKET  
ATTACHMENT A**

**RFGA NO. ADHS16-00005489**

**CERTIFICATIONS AND ASSURANCES**

Applicant shall submit the following Certifications and Assurances:

1. Disclosure of Lobbying Activities
2. Drug Free Workplace
3. Debarment and Suspension
4. Single Audit Certification
5. General Certifications and Assurances

# GRANT TERMS AND CONDITIONS

RFGA NO. ADHS16-00005489

## 1. Scope of Services

- 1.1 Grantee shall provide all service and deliverables as required, described, and detailed herein and shall meet all service and delivery timelines as specified in this Grant; and
- 1.2 Grantee shall use their professional expertise to perform the Project according to the Scope of Services and Terms and Conditions of this Grant. Grantee shall assign specific individuals to key positions of responsibility as shown in Grantee's Application and which are attached hereto as part of this Grant. Once assigned to work under this Grant, personnel shall not be removed or replaced without prior notification to ADHS. Grantee shall comply with all applicable local, state and federal laws and regulations, and with all applicable licenses and institutional review board requirements.

## 2. Grant Period

- 2.1 This Grant shall be effective upon final signature ("Effective Date") and shall remain in effect for three (3) years unless terminated, canceled, or extended as otherwise provided herein.
- 2.2 Term Extension. ADHS reserves the right, at its sole option, to extend this Agreement for an additional period of time representing increments of no more than one (1) year, provided that such an extension of the term is affected prior to the current, Agreement expiration date by means of an extension. 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. Compensation and Conditions

- 3.1 ADHS shall pay to Grantee an amount not to exceed the amount of funding awarded per year, on a cost reimbursement basis for eligible expenses incurred by the Grantee in the completion of Project. A Purchase Order will be issued in the amount awarded.
- 3.2 Availability of funds for the next fiscal year: Funds may not presently be available for performance under this Grant beyond the current State fiscal year. No legal liability on the part of the State for any payment may arise under this Grant beyond the current State fiscal year until funds are made available for performance of this Grant.
- 3.3 Use of grant funds: Grantee shall use the grant funds only for the purposes set forth in the Scope of Work. In the event that any of the Grant funds cannot be used by Grantee, the unused funds shall be returned to the Tobacco Tax and Health Care Fund – Health Research Account within thirty (30) days after the end of the Grant period. Any failure to provide timely reports and/or completion of activities may affect future funding.
- 3.4 Contractor expenditure reports: There will be no pre-payment of expenses by ADHS. Requests for reimbursement may be submitted to ADHS quarterly through submission of a Contractor's Expenditure Report (CER). CER template will be emailed quarterly to grantee prior to the submission deadline. Grantee shall be required to attach documentation to show that equipment or services have been received and the expenses incurred before reimbursement is provided by ADHS. For a cost to have been incurred the equipment or service must have been received and the cost must have been paid, unless otherwise approved and authorized by ADHS.
- 3.5 Quarterly update reports: Reports on the progress of completing the Project activities will be required on a quarterly basis, or as specified or otherwise agreed to by ADHS, even if no expenses are submitted for reimbursement during that time. Reports must follow the template provided and be emailed to [Biomedical@azdhs.gov](mailto:Biomedical@azdhs.gov). Reports shall include a brief overview of the project, identification number, date of the report, the status of the project at the end of the reporting period and a forecast of the work remaining to be performed.
- 3.6 If using human subjects, documentation of the Institutional Review Board (IRB) review and approval / exemption should be submitted to ADHS after the Grant award and prior to conducting research. Documentation must be emailed to [Biomedical@azdhs.gov](mailto:Biomedical@azdhs.gov)
- 3.7 Grantee shall notify ADHS of any material change in the Project. Any issues that have been identified that may affect the budget, timeline, or viability of the project shall be brought to the attention of ADHS as soon as possible.

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- 3.8 Project activities funded under the Grant must be completed by the date specified on the Purchase Order, and all costs must be incurred by this date. Grantee shall notify ADHS in writing if the Project is expected to require a longer period of time to be completed. ADHS' obligation to reimburse Grantee's allowable costs incurred and paid under this Grant shall expire forty-five (45) days after ADHS' notification of Grant close out. If no reimbursement has been requested or paid as of this date, ADHS' obligation to pay will terminate.
- 3.9 Arizona Substitute/IRS W-9 Form: In order to receive payment, Grantee shall have a current Arizona Substitute W-9 Form on file with the State of Arizona, unless not required by law.
- 3.10 Grantee shall attend an ADHS Annual Update Meeting to present and share Project status and findings.

#### 4. Agreement Changes

- 4.1 Amendments. No alteration or amendment of this Grant shall be valid unless the same is made by an instrument in writing signed by the ADHS Procurement Office and the Grantee and no such alteration or amendment shall be construed to alter or amend any other provision of this Grant unless expressly so stated in such written instrument. Changes to the Grant, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the ADHS Procurement Office in writing or made unilaterally by the Grantee are violations of the Grant. Such changes, including unauthorized written Amendments shall be void and without effect, and the Grantee shall not be entitled to any claim under this Grant based on those changes.
- 4.2 Subgrantees. Grantee shall not enter into any Subgrantee under this Grant for the performance of this Grant without the advance written approval of ADHS. Grantee shall clearly list any proposed Subgrantees and the Subgrantee's proposed responsibilities. The Subgrantee shall incorporate by reference the terms and conditions of this Grant. Grantee shall provide ADHS with a copy of any Subgrantee entered into between Grantee and any party other than its own institutional members within thirty (30) working days after such Subgrant is signed. Payment for any services rendered or costs incurred with respect to any Subgrantee shall be the sole responsibility of Grantee.
- 4.3 Assignment and Delegation. This Grant may not be assigned by any party without the prior written consent of the other parties. If consent to an assignment is obtained, this Grant is binding on the successors and assigns of the parties to this Grant.

#### 5. Notices

All notices, requests, demands, consents, approvals, and other communications which may or are required to be served or given hereunder (for the purposes of this provisions collectively called 'Notices'), shall be in writing and shall be sent to:

##### Notices Directed to ADHS:

Rebecca O'Brien, Chief Procurement Officer  
Arizona Department of Health Services  
Office of Procurement  
1740 West Adams Street, Room 303  
Phoenix, Arizona 85007  
Phone: 602-542-2116  
Fax: 602-542-1741  
E-mail: [Rebecca.obrien@azdhs.gov](mailto:Rebecca.obrien@azdhs.gov)

With a copy to:

Victor Waddell, Executive Director  
Arizona Biomedical Research Commission  
Arizona Department of Health Services  
250 North 17th Avenue  
Phoenix, Arizona 85007  
Phone: 602-364-0609  
E-Mail: [Biomedical@azdhs.gov](mailto:Biomedical@azdhs.gov)

##### Notices Directed to the GRANTEE:

Complete Application Packet Attachment B, which  
will be incorporated into the Grant upon award

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### 6. Risk and Liability

#### 6.1 Indemnification

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the State of Arizona, and its departments, agencies, boards, commissions, universities, 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 Contractor 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 Contractor 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 Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor 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 Contractor for the State of Arizona.

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

#### 6.2 Insurance Requirements

6.2.1 Contractor and subcontractors shall procure and maintain, until all of their obligations have been discharged, including any warranty periods under this Contract, insurance against claims for injury to persons or damage to property arising from, or in connection with, the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors.

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

#### 6.3 Minimum Scope and Limits of Insurance

Contractor shall provide coverage with limits of liability not less than those stated below.

6.3.1 Commercial General Liability – Occurrence Form Policy shall include bodily injury, property damage, personal injury and broad form Contractual liability coverage.

6.3.1.1 General Aggregate \$2,000,000

6.3.1.2 Products – Completed Operations Aggregate \$1,000,000

6.3.1.3 Personal and Advertising Injury \$1,000,000

6.3.1.4 Damage to Rented Premises \$50,000

6.3.1.5 Each Occurrence \$1,000,000

6.3.1.6 The policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor.

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6.3.1.7 Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

### 6.3.2 Workers' Compensation and Employers' Liability

6.3.2.1 Workers' Compensation Statutory

6.3.2.2 Employers' Liability

6.3.2.3 Each Accident \$1,000,000

6.3.2.4 Disease – Each Employee \$1,000,000

6.3.2.5 Disease – Policy Limit \$1,000,000

6.3.2.6 Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

6.3.2.7 This requirement shall not apply to each Contractor or subcontractor that is exempt under A.R.S. § 23-901, and when such Contractor or subcontractor executes the appropriate waiver form (Sole Proprietor or Independent Contractor).

### 6.4 Additional Insurance Requirements

The policies shall include, or be endorsed to include, as required by this written agreement, the following provisions:

6.4.1 The Contractor's policies, as applicable, shall stipulate that the insurance afforded the Contractor shall be primary and that any insurance carried by the Department, its agents, officials, employees or the State of Arizona shall be excess and not contributory insurance, as provided by A.R.S. § 41-621 (E).

6.4.2 Insurance provided by the Contractor shall not limit the Contractor's liability assumed under the indemnification provisions of this Contract.

### 6.5 Notice of Cancellation

Applicable to all insurance policies required within the Insurance Requirements of this Contract, Contractor's insurance shall not be permitted to expire, be suspended, be canceled, or be materially changed for any reason without thirty (30) days prior written notice to the State of Arizona. Within two (2) business days of receipt, Contractor must provide notice to the State of Arizona if they receive notice of a policy that has been or will be suspended, canceled, materially changed for any reason, has expired, or will be expiring. Such notice shall be sent directly to the Department and shall be mailed, emailed, hand delivered or sent by facsimile transmission to (State Representative's Name, Address & Fax Number).

### 6.6 Acceptability of Insurers

Contractor's insurance shall be placed with companies licensed in the State of Arizona or hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers. Insurers shall have 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 Contractor from potential insurer insolvency.

### 6.7 Verification of Coverage

Contractor shall furnish the State of Arizona with certificates of insurance (valid ACORD form or equivalent approved by the State of Arizona) as required by this Contract. An authorized representative of the insurer shall sign the certificates.

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6.7.1 All certificates and endorsements, as required by this written agreement, are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Contract must be in effect at, or prior to, commencement of work under this Contract. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

6.7.2 All certificates required by this Contract shall be sent directly to the Department. The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete copies of all insurance policies required by this Contract at any time.

### **6.8 Subcontractors**

Contractor's certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall be responsible for ensuring and/or verifying that all subcontractors have valid and collectable insurance as evidenced by the certificates of insurance and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum Insurance Requirements identified above. The Department reserves the right to require, at any time throughout the life of this contract, proof from the Contractor that its subcontractors have the required coverage.

### **6.9 Approval and Modifications**

The Contracting Agency, in consultation with State Risk, reserves the right to review or make modifications to the insurance limits, required coverages, or endorsements throughout the life of this contract, as deemed necessary. Such action will not require a formal Contract amendment but may be made by administrative action.

### **6.10 Exceptions**

In the event the Contractor or subcontractor(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 Contractor or subcontractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

### **6.11 Force Majeure**

6.11.1 Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Grant if and to the extent that such party's performance of this Grant is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.

6.11.2 Force Majeure shall not include the following occurrences:

6.11.2.1 Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;

6.11.2.2 Late performance by a Subgrantee unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or

6.11.2.3 Inability of either the Grantee or any Subgrantee to acquire or maintain any required insurance, bonds, licenses or permits.

6.11.3 If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in

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such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by an Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Agreement.

- 6.11.4 Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.

### 7. Sole Document

This Grant means the Grant, the Scope of Work, and any other attachments constitute the entire Grant between the parties with respect to the subject matter hereof. This Grant supersedes any and all prior agreements of the parties with respect to the subject matter hereof and may only be amended by the parties by written amendment.

### 8. Audit of Records and Reports

Grantee agrees to comply with applicable financial and compliance audits described in A.R.S. § 35-181.03(B) and grant appropriation. Grantee shall provide a report of an annual audit and an external evaluation to ADHS by October 1 and annually thereafter during the term of this Grant. Under A.R.S. 35-214 and 35-215, the Grantee shall retain and shall Contractually require each Subgrantee to retain all data, books, and other records relating to the acquisition and performance of this Agreement for a period of five (5) years after completion of this Grant. All records shall be subject to inspection; and audit by the State at reasonable times. Upon request, the Grantee shall produce a legible copy of any or all such records.

### 9. The Federal Funding Accountability and Transparency Act (FFATA or Transparency Act - P.L.109-282, as amended by section 6202(a) of P.L. 110-252), found at <https://www.fsrs.gov/>

If applicable, the Contractor/Grantee shall submit to ADHS via email the Grant Reporting Certification Form. This form and the instructions can be downloaded from the ADHS Procurement website at <http://azdhs.gov/procurement> and returned to the ADHS by the 15<sup>th</sup> of the month following that in which the award was received. The completed form shall be completed electronically, and sent to the following email address: [ADHS\\_Grant@azdhs.gov](mailto:ADHS_Grant@azdhs.gov). All required fields must be filled including Top Employee Compensation, if applicable. Completing the Grant Reporting Certification Form is required for compliance with the Office of Management and Budget (OMB), found at <http://www.whitehouse.gov/omb/open>. Failure to timely submit the Grant Reporting Certification Form could result in the loss of funds. This requirement applies to all subcontractors utilized by the Contractor/Grantee during the term of the Award.

### 10. Contract Interpretation

- 10.1 Governing Law. This Agreement shall be governed by the internal substantive law of the State of Arizona, without regard for its conflicts of law's provisions.
- 10.2 Relationship of Parties. Grantee under this Grant is an independent contractor. Neither ADHS nor Grantee shall be deemed to be the employee of the other parties to the Grant.
- 10.3 Severability. If any provision of the Grant or the application thereof to any circumstance shall be invalid or unenforceable to any extent, it is the intention of all parties that the remainder of the Grant and the application of such provision to other circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.
- 10.4 Headings. The section headings are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Grant.
- 10.5 Advertising, Publishing, and Promotion. Grantee shall not use, advertise or promote information for commercial benefit concerning this Grant without the prior written approval of ADHS.

## **GRANT TERMS AND CONDITIONS**

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- 10.6 No Waiver. Either party's failure to insist on strict performance of any term or condition of the Grant shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

### **11. Contract Termination**

- 11.1 Termination for Convenience. ADHS reserves the right to terminate the Grant, in whole or in part at any time, when in the best interests of ADHS without penalty or recourse. Upon receipt of the written notice, Grantee shall stop all work, as directed in the notice, notify all Subgrantees of the effective date of the termination and minimize all further costs to ADHS. 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.
- 11.2 Termination for Default. If Grantee fails to comply with the Terms and Conditions of this Grant, ADHS may declare Grantee in default. If after written notice, Grantee fails to cure the default within ten (10) working days, This Grant may be terminated. Upon termination, ADHS may refer this matter to the attention of the Office of the Attorney General or Auditor General, or take other actions as ADHS deems appropriate.
- 11.3 Cancellation for Conflict of Interest. Pursuant to A.R.S. § 38-511, the State may cancel this Grant within three (3) years after this Grant execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating this Grant on behalf of the State is or becomes at any time while this Grant or an extension of this Grant is in effect an employee of or a consultant to any other party to this Grant with respect to the subject matter of this 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.
- 11.4 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, or favorable treatment concerning the Grant, including the making of any determination or decision about 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.
- 11.5 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 Grantee becomes suspended or debarred, Grantee shall immediately notify the State.

### **12. 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).

### **13. Stop Work Order**

- 13.1 The state may, at any time, by written order to the Grant, require the Grantee to stop all, or any part, of the work called for by this Grant for a period of ninety (90) Days after the order is delivered to the Grantee, and for any further period to which the parties may agree. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Grantee shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.
- 13.2 If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Grantee shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Grant price or both, and the Grant shall be amended in writing accordingly.

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### **14. Intellectual Property**

The parties agree that any Intellectual Property developed by Grantee and its successor shall be the property of Grantee, its member institutions, and its successor pursuant to the policies and procedures of Grantee, its member institutions, and its successor.

### **15. Publications, Abstracts, and Presentations**

Grantee and its member institutions shall be free to publish the results of any research conducted with grant funds, and shall be under no obligation to obtain permission or approval from ADHS or the State of Arizona. All data, reports, publications, abstracts, presentations, and other documents completed, as part of this Grant, other than documents exclusively for internal use by ADHS, shall acknowledge the assistance of the ADHS and shall include the following acknowledgement and disclaimer that states "Funded in part by the Arizona Biomedical Research Commission as made available through the Arizona Department of Health Services." The disclaimer shall read "The content and findings is solely the responsibility of the authors and does not necessarily represent the official views of the Arizona Department of Health Services, Arizona Biomedical Research Commission." ADHS shall have the right to post publications, abstracts, and other presentations completed as a result of the Project on its website and publish in its Annual Report.

### **16. Rights in Data**

ADHS may duplicate, use and disclose in any manner and for any purpose whatsoever within the limits established by state laws and rules, all information relating to this Agreement, except the confidential data and any other matters related to the development of Intellectual Property of the Grantee and its institutional members, hereunder.

### **17. Benefit to the State**

Grantee agrees that during the term of this Grant, the principal place of business will be in the State of Arizona and the Grantee intends to serve the state of Arizona and its citizens. Grantee further agrees that ADHS may copy, distribute, and use any data and research material published by Grantee for non-commercial public health purposes.

### **18. Department of Health Services Responsibilities**

ADHS shall review the performance Grantee to ensure that Grantee meets its obligations set forth in the grant appropriation and under this Grant. The failure of ADHS to require timely performance of any provision of this Grant shall in no way affect the right of ADHS thereafter to enforce such provision nor shall the waiver of any succeeding breach of such provision act as a waiver of the provision itself.

### **19. 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.

### **20. Health Insurance Portability and Accountability Act of 1996 (HIPAA) Compliance**

- 20.1 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 Arizona Strategic Enterprise Technology (ASET), Statewide Information Security and Privacy Office (SISPO)

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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.

- 20.2 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 ASET/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 Subgrantees at all tiers.

### 22. E-Verify Requirements

In accordance with A.R.S. § 41-4401, Grantee 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.

### 23. Non-Discrimination

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.

### 24. Lobbying Activities

Grantee shall not use funds under this Agreement to support lobbying or political activities either directly or indirectly.

### 25. Title to and Management of Property and Equipment

- 25.1 Subject to the obligations and conditions set forth in this Grant, title to real property and equipment (together hereafter referred to in this Section as “property”) acquired under this Grant in performance with the Project activities Grantee or a Subgrantee recipient will vest upon acquisition with Grantee or the Subgrantee recipient respectively.
- 25.2 Subject to the provisions of this Grant and as otherwise provided by state statutes, property acquired or replaced under this Grant or a Subgrantee grant shall be used for the duration of its normally expected useful life to support the purposes of this Agreement whether or not the original projects or programs continue to be supported by state funds.
- 25.3 Grantee and Subgrantee recipients may develop and use their own property management systems, which must comply with all applicable federal, state, and local laws, rules, and regulations. If an adequate system for accounting for property owned by the Grant or the Subgrantee recipient is not in place or is not used properly, the State of Arizona Accounting System Manual issued by the State Comptroller will be used as a guide for establishing such a system. The property management system used by Grantee and Subgrantee recipients must meet the requirements set forth in this Section.

## GRANT TERMS AND CONDITIONS

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### 26. Pandemic Contractual Performance

- 26.1 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 any time prior or post award of a Grant. At a minimum, the pandemic performance plan shall include:
- 26.1.1 Key succession and performance planning if there is a sudden significant decrease in Grantee's workforce;
  - 26.1.2 Alternative methods to ensure there are products in the supply chain; and
  - 26.1.3 An up to date list of company contacts and organizational chart.
- 26.2 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:
- 26.2.1 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;
  - 26.2.2 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; and
  - 26.2.3 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).
- 26.3 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.

### 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 Subgrantees utilized during the term of the Grant. The State shall retain the right to perform random audits of Grantee and Subgrantee records or to inspect papers of any employee thereof to ensure compliance. Should the State determine that the Grantee and/or any Subgrantee 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.

### 28. Purchase Orders

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 ADHS Procurement, including, without limitation, all Purchase Orders received prior to but not fully performed and satisfied at the expiration or termination of this Grant.

### 29. Financial Management

- 29.1 For all Grants, the practices, procedures, and standards specified in and required by the Accounting and Auditing Procedures Manual for ADHS 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.
- 29.2 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.
- 29.3 State Funding. Grantees receiving State funds under this Grant shall comply with the certified Compliance provisions of A.R.S. §35-181.03.

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**30. 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.

**31. Data Universal Numbering System (DUNS) Requirement.**

Pursuant to 2 CFR 25.100 et seq., no entity (defined as a Governmental organization, which is a State, local government, or Indian tribe; foreign public entity; domestic or foreign nonprofit organization; domestic or foreign for-profit organization; or Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity) may receive a subaward from ADHS unless the entity provides its Data Universal Numbering System (DUNS) Number to ADHS.

**APPLICATION PACKET  
ATTACHMENT B**

**RFGA NO. ADHS16-00005489**

**Notices, Correspondence, Reports and Payments to the Grantee shall be sent to:**

(Print and complete the information below and attach to your Application in the "Attachments Tab" in ProcureAZ)

Grantee: \_\_\_\_\_

Attention: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_

Email: \_\_\_\_\_