PINAL COUNTY
WIDE OPEN OPPORTUNITY

NOTICE OF PUBLIC MEETING AND EXECUTIVE SESSION
PINAL COUNTY PUBLIC HEALTH SERVICES DISTRICT
BOARD OF DIRECTORS
AGENDA
Wednesday, February 7, 2024

9:30 AM - CALL TO ORDER

PINAL COUNTY ADMINISTRATIVE COMPLEX
BOARD OF SUPERVISORS HEARING ROOM
135 N. PINAL STREET
FLORENCE, AZ 85132

BUSINESS BEFORE THE BOARD
(Consideration/Approval/Disapproval of the following:)

(1) **CONSENT ITEMS:**

All items indicated by an asterisk (*) will be handled by a single vote as part of the consent agenda, unless a Board Member, County Manager, or member of the public objects at the time the agenda item is called.

* A. Discussion/approval/disapproval of Minutes from December 20, 2023, and January 3, 2024, Board of Directors Public Health Services District Meetings. (Natasha Kennedy)

* B. Discussion/approval/disapproval of Amendment No. Two (2) to Intergovernmental Agreement Contract No. CTR060272 with Arizona Department of Health Services for Immunization Services. This amendment extends the existing Programs term through June 30, 2025, and adds the new Bridge Access Program for $450,127 through December 31, 2024. The Public Health Services District will use the Bridge Access Program grant for, but not limited, to the following: staffing, materials/supplies, equipment, and travel related to efforts to successfully vaccinate uninsured adults within the community. With the new program, the total Contract amount is not to exceed the amended amount of $4,221,762. Acceptance requires an amendment to the FY 23/24 budget to transfer appropriation between Fund 213 (Grants/Project Contingency) and Fund 82 (Health/Grants) to increase revenues and expenditures. There is no impact on the General Fund. (Carey Lennon/Merissa Mendoza)

ADJOURNMENT

(SUPPORTING DOCUMENTS ARE AVAILABLE AT THE CLERK OF THE BOARD OF SUPERVISORS' OFFICE AND AT https://pinal.novusagenda.com/AgendaPublic/)

NOTE: One or more members of the Board may participate in this meeting by telephonic conference call.

The Board may go into Executive Session for the purpose of obtaining legal advice from the County's Attorney(s) on any of the above agenda items pursuant to A.R.S. 38-431.03(A)(3).

In accordance with the requirement of Title II of the Americans with Disabilities Act (ADA), the Pinal County Board of Supervisors and Pinal County Board of Directors do not discriminate against qualified individuals with disabilities admission to public meetings. If you need accommodation for a meeting, please contact the Clerk of the Board Office at (520) 866-6068, at least (3) three business days prior to the meeting (not including weekends or holidays) so that your request may be accommodated.

Pursuant to A.R.S. 38-431.02, NOTICE IS HEREBY GIVEN, that the public will have physical access to the meeting room at 9:15 AM.

Meeting Notice of Posting

PINAL COUNTY
WIDE OPEN OPPORTUNITY

AGENDA ITEM

February 7, 2024 ADMINISTRATION BUILDING A
FLORENCE, ARIZONA

REQUESTED BY:

Funds #:

Dept. #:

Dept. Name: Clerk of the Board

Director: Natasha Kennedy

BRIEF DESCRIPTION OF AGENDA ITEM AND REQUESTED BOARD ACTION:

Discussion/approval/disapproval of Minutes from December 20, 2023, and January 3, 2024, Board of Directors Public Health Services District Meetings. (Natasha Kennedy)

BRIEF DESCRIPTION OF THE FISCAL CONSIDERATIONS AND/OR EXPECTED FISCAL IMPACT OF THIS AGENDA ITEM:

BRIEF DESCRIPTION OF THE EXPECTED PERFORMANCE IMPACT OF THIS AGENDA ITEM:

MOTION:

Approve as presented.

History

Time	Who	Approval

ATTACHMENTS:

Click to download
Minutes PHSD 12.20.2023
Minutes PHSD 01.03.2024

PINAL COUNTY
WIDE OPEN OPPORTUNITY

PINAL COUNTY PUBLIC HEALTH SERVICES DISTRICT
BOARD OF DIRECTORS
MINUTES
Wednesday, December 20, 2023
1:01 PM

BOARD OF DIRECTORS

Chairman Jeff Serdy
Director, District 5

Vice-Chairman Jeffrey McClure
Director, District 4

Kevin Cavanaugh
Director, District 1

Mike Goodman
Director, District 2

Stephen Q. Miller
Director, District 3

PINAL COUNTY ADMINISTRATIVE COMPLEX
BOARD OF SUPERVISORS HEARING ROOM
135 N. PINAL STREET
FLORENCE, AZ 85132

All Presentations are attached to the Agenda at:
Click Here to View the Public Health Services District Agenda

and a Video Recording of this meeting can be viewed at:
Click Here to View Video Recording

The Pinal County Public Health Services District Board of Directors convened at 1:01 p.m. this date. The meeting was called to order by Chairman Serdy.

Members Present: Chairman Jeff Serdy; Vice-Chairman Jeffrey McClure; Director Kevin Cavanaugh; Director Mike Goodman; Director Stephen Q. Miller

Staff Present: Chief Civil Deputy County Attorney, Chris Keller; Clerk of the Board, Natasha Kennedy and Deputy Clerk of the Board, Kelsey Pickard

(1) **CONSENT ITEMS:**
All items indicated by an asterisk (*) will be handled by a single vote as part of the consent agenda, unless a Board Member, County Manager, or member of the public objects at the time the agenda item is called.

Chairman Serdy asked if there were any requests from a Board Member, staff or the audience to remove any consent agenda items for discussion. There being none.

Item Action: Approved Consent Items A through E as presented

Motion Made By: Supervisor Goodman Seconded By: Supervisor Cavanaugh

To approve Consent Items A through E as presented.

Motion Passed

Ayes: Cavanaugh, Goodman, McClure, Miller, Serdy (5)

* A. Discussion/approval/disapproval of Minutes from November 1, 2023, and November 15, 2023, Board of Directors Public Health Services District Meetings. (Natasha Kennedy)

* B. Discussion/approval/disapproval of an amendment to the FY 23/24 budget to transfer reserve appropriation from Fund 213 (Grants/Project Contingency) to Fund 82 (Health/Grants) to increase revenue and expenditure appropriations for the previously approved award CTR067928 under the Special Supplemental Nutrition Program for the HANDS 2.0 Program in the amount of $86,225 for participant-centered services for WIC programs. The appropriation is a prorated amount of $63,667 for October 2023, through June 2024. The remaining amount will be budgeted in the following Fiscal Year. (Merissa Mendoza)

* C. Discussion/approval/disapproval to submit a grant application to the Arizona Office of the Attorney General Child and Family Advocacy Center - Opioid grant program for an amount not to exceed $65,000. This grant will be used by the Public Health Department to provide funding to the Eloy Family Advocacy Center to prevent misuse of opioids or provide connections to care for people who have – or are at risk of developing – Opioid Use Disorder and any co-occurring Substance Use Disorder/Mental Health conditions, co-usage, and/or co-addiction through evidence based, evidence-informed, or promising programs or strategies. (Merissa Mendoza/MaryEllen Sheppard)

* D. Discussion/approval/disapproval to submit a grant application to the Arizona Office of the Attorney General Child and Family Advocacy Center - Opioid grant program for an amount not to exceed $65,000. This grant will be used by the Public Health Department to provide funding to the Maricopa Family Advocacy Center to prevent misuse of opioids or provide connections to care for people who have – or are at risk of developing – Opioid Use Disorder and any co-occurring Substance Use Disorder/Mental Health conditions, co-usage, and/or co-addiction through evidence based, evidence-informed, or promising programs or strategies. (Merissa Mendoza/MaryEllen Sheppard)

* E. Discussion/approval/disapproval to submit a grant application to the Arizona Office of the Attorney General Child and Family Advocacy Center - Opioid grant program for an amount not to exceed $65,000. This grant will be used by the Public Health Department to provide funding to the San Tan Valley Family Advocacy Center to prevent misuse of opioids or provide connections to care for people who have – or are at risk of developing – Opioid Use Disorder and any co-occurring Substance Use Disorder/Mental Health conditions, co-usage, and/or co-addiction through evidence based, evidence-informed, or promising programs or strategies. (Merissa Mendoza/MaryEllen Sheppard)

1:01 p.m. – Chairman Serdy adjourned the December 20, 2023, Pinal County Public Health Services District Board of Directors Meeting and reconvened the Pinal County Board of Supervisors Meeting.

PINAL COUNTY
PUBLIC HEALTH SERVICES DISTRICT
BOARD OF DIRECTORS

_____
Jeff Serdy, Chairman

ATTEST:

_____
Natasha Kennedy, Clerk of the Board

Minutes Prepared By: Kelsey Pickard, Deputy Clerk of the Board

Approval of Minutes: February 7, 2024

PINAL COUNTY
WIDE OPEN OPPORTUNITY

PINAL COUNTY PUBLIC HEALTH SERVICES DISTRICT
BOARD OF DIRECTORS
MINUTES
Wednesday, January 3, 2024
10:41 AM

BOARD OF DIRECTORS

Chairman Mike Goodman
Director, District 2

Vice-Chairman Jeffrey McClure
Director, District 4

Kevin Cavanaugh
Director, District 1

Stephen Q. Miller
Director, District 3

Jeff Serdy
Director, District 5

PINAL COUNTY ADMINISTRATIVE COMPLEX
BOARD OF SUPERVISORS HEARING ROOM
135 N. PINAL STREET
FLORENCE, AZ 85132

All Presentations are attached to the Agenda at:
Click Here to View the Public Health Services District Agenda

and a Video Recording of this meeting can be viewed at:
Click Here to View Video Recording

The Pinal County Public Health Services District Board of Directors convened at 10:41 a.m. this date. The meeting was called to order by Chairman Goodman.

Members Present: Chairman Mike Goodman; Vice-Chairman Jeffrey McClure; Director Kevin Cavanaugh; Director Stephen Q. Miller; Director Jeff Serdy

Staff Present: County Manager, Leo Lew; Chief Civil Deputy County Attorney, Chris Keller; Clerk of the Board, Natasha Kennedy and Deputy Clerk of the Board, Kelsey Pickard

(1) **CONSENT ITEMS:**
All items indicated by an asterisk (*) will be handled by a single vote as part of the consent agenda, unless a Board Member, County Manager, or member of the public objects at the time the agenda item is called.

Chairman Goodman asked if there were any requests from a Board Member, staff or the audience to remove any consent agenda items for discussion. There being none.

Item Action: Approved Consent Agenda Items A through E

Motion Made By: Supervisor McClure Seconded By: Supervisor Miller

To approve Consent Items A through E.

Motion Passed

Ayes: Cavanaugh, Goodman, McClure, Miller, Serdy (5)

* A. Discussion/approval/disapproval of Contract Amendment No. 3 to Award Agreement No. CTR059650 between the Arizona Department of Health Services Well Woman Health Check Program and the Pinal County Public Health Services District. This amendment revises and replaces the contract term dates and price sheet from June 30, 2023, to January 28, 2024, for a total not to exceed $210,725. (Carey Lennon/Merissa Mendoza)

* B. Discussion/approval/disapproval of Amendment No. Four (4) to Award Agreement No. CTR055999 under the grant program Health Disparities between the Arizona Department of Health Services and Pinal County, through the Pinal County Board of Supervisors beginning June 1, 2021, ending May 30, 2024, for $434,341. There is no match requirement for this award. This grant will be used by the Public Health Services District to cover the costs of public health personnel, as well as Pinal Hispanic Council costs serving as community partners, delivering culturally and linguistically competent educational programs supporting COVID-19 mitigation and prevention. The funding was appropriated to the program and adopted in the FY 23/24 budget. (Kore Redden/Merissa Mendoza)

* C. Discussion/approval/disapproval of an amendment to the FY 23/24 budget to transfer reserve appropriation from Fund 213 (Grants/Project Contingency) to Fund 82 (Health/Grants) to increase revenue and expenditure appropriations for the previously approved grant award from the Arizona Child Family Advocacy Network under the ARPA Project GR-ARPA- ACFAN-090122-01 in the amount of $28,514.68; $15,605.59 will be used for victims for mental health services for children and family and $12,909.09 will be used for mental health services for Family Advocacy Center Eloy staff. (Melody Lenhart/Merissa Mendoza)

* D. Discussion/approval/disapproval of an amendment to the FY 23/24 budget to transfer reserve appropriation from Fund 213 (Grants/Project Contingency) to Fund 82 (Health/Grants) to increase revenue and expenditure appropriations for the previously approved grant award from the Arizona Child Family Advocacy Network under the ARPA Project GR-ARPA- ACFAN-090122-01 in the amount of $26,941.45; $14,032.36 will be used for victims for mental health services for children and family and $12,909.09 will be used for mental health services for Family Advocacy Center Maricopa staff. (Melody Lenhart/Merissa Mendoza)

* E. Discussion/approval/disapproval of an amendment to the FY 23/24 budget to transfer reserve appropriation from Fund 213 (Grants/Project Contingency) to Fund 82 (Health/Grants) to increase revenue and expenditure appropriations for the previously approved grant award from the Arizona Child Family Advocacy Network under the ARPA Project GR-ARPA- ACFAN-090122-01 in the amount of $31,785.68; $18,149.32 will be used for victims for mental health services for children and family and $13,636.36 will be used for mental health services for Family Advocacy Center San Tan staff. (Melody Lenhart/Merissa Mendoza)

10:42 a.m. – Chairman Goodman adjourned the January 3, 2024, Pinal County Public Health Services District Board of Directors Meeting and reconvened the Pinal County Board of Supervisors Meeting.

PINAL COUNTY
PUBLIC HEALTH SERVICES DISTRICT
BOARD OF DIRECTORS

_____
Mike Goodman, Chairman

ATTEST:

_____
Natasha Kennedy, Clerk of the Board

Minutes Prepared By: Kelsey Pickard, Deputy Clerk of the Board

Approval of Minutes: February 7, 2024

PINAL COUNTY
WIDE OPEN OPPORTUNITY

AGENDA ITEM

February 7, 2024 ADMINISTRATION BUILDING A
FLORENCE, ARIZONA

REQUESTED BY:

Funds #: 82

Dept. #:

Dept. Name: Public Health

Director: Merissa Mendoza

BRIEF DESCRIPTION OF AGENDA ITEM AND REQUESTED BOARD ACTION:

Discussion/approval/disapproval of Amendment No. Two (2) to Intergovernmental Agreement Contract No. CTR060272 with Arizona Department of Health Services for Immunization Services. This amendment extends the existing Programs term through June 30, 2025, and adds the new Bridge Access Program for $450,127 through December 31, 2024. The Public Health Services District will use the Bridge Access Program grant for, but not limited, to the following: staffing, materials/supplies, equipment, and travel related to efforts to successfully vaccinate uninsured adults within the community. With the new program, the total Contract amount is not to exceed the amended amount of $4,221,762. Acceptance requires an amendment to the FY 23/24 budget to transfer appropriation between Fund 213 (Grants/Project Contingency) and Fund 82 (Health/Grants) to increase revenues and expenditures. There is no impact on the General Fund. (Carey Lennon/Merissa Mendoza)

BRIEF DESCRIPTION OF THE FISCAL CONSIDERATIONS AND/OR EXPECTED FISCAL IMPACT OF THIS AGENDA ITEM:

The HHS Bridge Program will be administered in conjunction with the Vaccines for Adults (VFA) program, which the county is already enrolled in. This program has no impact on the General Fund.

BRIEF DESCRIPTION OF THE EXPECTED PERFORMANCE IMPACT OF THIS AGENDA ITEM:

The goal of this program is to help ensure uninsured and underinsured adults continue to have access to no-cost COVID-19 vaccinations in Pinal County.

MOTION:

Approve as presented.

History

Time	Who	Approval
1/29/2024 11:31 AM	County Attorney	Yes
1/29/2024 11:46 AM	Grants/Hearings	Yes
1/29/2024 1:05 PM	Budget Office	Yes

1/31/2024 3:24 PM	County Manager	Yes
1/31/2024 3:24 PM	Clerk of the Board	Yes

ATTACHMENTS:

Click to download
BOS Grant Request Bridge Program
CTR060272 Immunization Services A2
Budget Appropriation Request-BRIDGE
CTR060272 Original Contract

PINAL COUNTY
WIDE OPEN OPPORTUNITY

Board of Supervisors Grant Request

Board of Supervisors meeting date: _____

Department seeking grant: _____

Name of Granting Agency: _____

Name of Grant Program: _____

Project Name: _____

Amount requested: _____

Match amount, if applicable: _____

Application due date: _____

Anticipated award date/fiscal year: _____

What strategic priority/goal does this project address?: _____

Applicable Supervisor District: _____

Brief description of project:

Approval received per Policy 8.20: _____ OnBase Grant #: _____

Please select one:

- Discussion/Approve/Disapproval consent item _____
- New item requiring discussion/action _____
- Public Hearing required _____

Please select all that apply:

- Request to submit the application _____
- Retroactive approval to submit _____
- Resolution required _____
- Request to accept the award _____
- Request to approve/sign an agreement _____
- Budget Amendment required _____
- Program/Project update and information _____

	INTERGOVERNMENTAL AGREEMENT (IGA) **Amendment**	**ARIZONA DEPARTMENT OF HEALTH SERVICES** 150 18th Ave Suite 530 Phoenix, Arizona 85007
	Contract No.: CTR060272 / IGA Amendment No.: Two (2)	Procurement Officer **Nathaniel Thomas**

IMMUNIZATION SERVICES

It is mutually agreed that the Intergovernmental Agreement referenced is amended as follows:

1. Pursuant to the Terms and Conditions, Provision Four (4) Contract Administration and Operation, Section 4.2. Contract Renewal, the following changes are made under this Amendment One (1):

1.1. The Agreement is hereby extended through **06/30/2025.**

2. Pursuant to Terms and Conditions, Provision Six (6) Contract Changes, Section 6.1. Amendments, Purchase Orders and Change Orders, the following changes are made under this Amendment One (1):

2.1. The Scope of Work is hereby revised and replaced;

2.2. The Price Sheet is hereby revised and replaced;

2.3. Exhibit Two (2) is hereby revised and replaced;

2.4. Exhibit Three (3) is hereby revised and replaced;

2.5. Exhibit Four (4) is hereby revised and replaced;

2.6. Exhibit Five (5) is hereby revised and replaced; and

2.7. Exhibit Six (6) is added.

ALL CHANGES ARE MARKED BELOW IN RED

All other provisions of this agreement remain unchanged.

Pinal County

Contractor Name:	County Authorized Signature
971 N. Jason Lopez Circle, Bldg. D	
Address:	Print Name
Florence AZ 85132	
City State Zip	Title and Date

Pursuant to A.R.S. § 11-952, the undersigned public agency attorney has determined that this Intergovernmental Agreement is in proper form and is within the powers and authority granted under the laws of Arizona	This Intergovernmental Agreement Amendment shall be effective the date indicated. The Public Agency is hereby cautioned not to commence any billable work or provide any material, service or construction under this IGA until the IGA has been executed by an authorized ADHS signatory. State of Arizona

	INTERGOVERNMENTAL AGREEMENT (IGA) **Amendment**		**ARIZONA DEPARTMENT OF HEALTH SERVICES** 150 18th Ave Suite 530 Phoenix, Arizona 85007
	Contract No.: CTR060272	IGA Amendment No.: Two (2)	Procurement Officer **Nathaniel Thomas**

Signature Date	Signed this _____ day of _____ 2024.
Print Name	Procurement Officer
Contract No.: **CTR060272**, which is an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952 by the undersigned Assistant 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.	
Signature Date	
Assistant Attorney General	
Print Name	

Scope of Work

1. Background

The Arizona Immunization Program Office (AIPO) has contracted with County Health Departments (Contractor) since 1993 to provide immunization-related services. The Scope of Services reflects activities necessary to reach the national immunization goals and objectives outlined by the Centers for Disease Control and Prevention (CDC) and the U.S. Department of Health and Human Services Healthy People website. All objectives and related activities identified in this Scope of Services include the Contractor as well as all public health entities involved with immunizations within the Contractor's jurisdiction.

2. Objective

2.1 Enhance program stewardship and accountability for all publicly-purchased vaccine in support of the Vaccines for Children Program (VFC) and the Vaccines for Adults Program (VFA);

2.1 Provide vaccines to children and adults in accordance with recommendations of the CDC Advisory Committee on Immunization Practices (ACIP);

2.2 Assess and improve immunization coverage levels for children and adults;

2.3 Assure access to vaccines for eligible populations in Arizona; and

2.4 Prevent and control Vaccine-Preventable Diseases (VPD).

3. Scope of Service

The services shall be provided throughout the Contractor's jurisdiction. The Tasks described herein are provided to outline the services required and shall not be considered to be either comprehensive or restrictive to innovation or creativity on the part of the Contractor in the preparation of the work plan. The tasks, activities and deliverables shall be performed according to the state fiscal funding year of July - June.

4. Tasks

The Contractor shall provide:

4.1.1 Activity One (1) - VPD Outbreak and Pandemic Preparedness

4.1.2 The Contractor shall assist in VPD outbreaks and pandemic responses in coordination with equivalent county public health preparedness programs and other relevant partners. Immunization staff will contribute, when asked, to the development or revision of county public health preparedness program response plans. Preparedness activities may include mass vaccination exercises, identification of priority groups and hard-to-reach populations for immunization, and identification of critical infrastructure personnel,

4.1.3 Provide Supplemental Adult Flu activities as defined by the County Health Department and approved by the Immunization Program Office, to increase the flu vaccination rates for adults, especially high-risk adults, within the county. These efforts are intended to help keep hospitalization rates for flu down during the COVID-19 pandemic,

4.1.4 Improve vaccine cold storage capacity to include purchase of storage units (refrigerator, freezer [NOT ultra-cold freezer]), generators, portable refrigeration units. These efforts are intended to help keep vaccines viable during the COVID-19 pandemic,

4.1.5 Increase capacity for data entry and reminder recall activities, to include but not limited to additional staffing, or purchase of hardware and software equipment to accomplish this task. These efforts are intended to help track immunization data during the COVID-19 pandemic,

4.1.6 Enhance COVID-19 vaccination capability (or capacity). Funds can be utilized for staffing, materials/supplies, equipment, and travel related to efforts to successfully vaccinate adults and children within the community,

4.1.7 Enhance COVID-19 vaccination capability (or capacity) and throughput. The COVID-19 Vaccination Supplemental Funding (SUP Funds) can be utilized for but is not limited to the following: staffing, materials/supplies, equipment, and travel related to efforts to successfully vaccinate adults within the community, and

4.1.8 To improve vaccine equity within local jurisdictions local health departments serving racial and ethnic communities at increased risk of COVID-19 will implement their plans (previously provided to AIPO), to collaborate with other (non-immunization focused) programs within the local health departments or local government that have established community engagement programs, initiatives, or reach into those communities. Additionally, local health departments will hire a Vaccine Equity Coordinator who will coordinate efforts within the county. The COVID-19 Vaccination Equity Funding (EQUITY Funds) can also be utilized for but not limited to: staffing, materials/supplies, travel and general operating costs (capital outlay not allowed with this funding).

4.1.9 Enhance COVID-19 vaccination capability (or capacity). The Bridge Access Program funds can be utilized for but is not limited to the following: staffing, materials/supplies, equipment, and travel related to efforts to successfully vaccinate uninsured adults within the community.

5. Requirements

The activities in this Agreement shall be performed by the Contractor, or its partners, for the purpose of increasing immunization coverage levels of children zero through eighteen (0–18) years of age and adults nineteen (19) years of age and older in both the public and private sectors of health care. Funds shall be used for immunization- related services and activities and in accordance with any federal and state regulations.

6. Deliverables

The Contractor shall:

6.1 Complete and submit, within thirty (30) days (but no later than forty-five (45) days) of the end of each quarter, a quarterly Contractor's Expenditure Report (CER), with supporting documentation, listing all immunization activities and reports for which reimbursement is due (refer to Exhibit One, Scheduled Reports Delivery) The Contractor is expected to use the funds received from the CER for immunization-related services and activities and in accordance with federal and state regulations;

7. Notices, Correspondence, and Reports

7.1 Notices, correspondence, reports and invoices/CERs from the Contractor to ADHS shall be sent to:

Contract Management Specialist
Immunization Program Office
Arizona Department of Health Services
150 N. 18th Avenue, Suite 260
Phoenix AZ 85007
Telephone: (602) 364-3626
Fax: (602) 364-3285

David Reyman
Contract Management Specialist
David.reyman@azdhs.gov

7.2 Notices, correspondence, and reports (and payments if sent to same address) from ADHS to the Contractor shall be sent to:

Pinal County Health Services District
Attn: Immunization Coordinator
971 N. Jason Lopez Circle, Bldg D
Florence, AZ 85132
Phone: 520-866-4454
Email: Carey.Lennon@pinal.gov

	INTERGOVERNMENTAL AGREEMENT (IGA) **Amendment**		**ARIZONA DEPARTMENT OF HEALTH SERVICES** 150 18th Ave Suite 530 Phoenix, Arizona 85007
	Contract No.: CTR060272	IGA Amendment No.: Two (2)	Procurement Officer **Nathaniel Thomas**

Price Sheet

Activity	Frequency	Unit Rate	Unit of Measure	Total
Total Personnel/ERE; Salary/Fringe – May claim only salary and fringe benefits for immunization program staff/other staff who work to meet contract requirements	Yearly	N/A	Total	UP TO $4,221,762.00
Supplemental flu vaccination activities. (SAIF Funds)	As needed by June 30, 2025	N/A	Total	Not to exceed allocation= $175,000 (minus any payout from previous contract)
Improve vaccine cold storage capacity; increase capacity for data entry and reminder recall activities (IDEAS Funds)	As needed by June 30, 2025	N/A	Total	Not to exceed allocation= $125,000(minus any payout from previous contract)
Enhance VFC/COVID-19 activities (VIP Funds)	As needed by June 30, 2025	N/A	Total	Not to exceed allocation= $84,200.00 (minus any payout from previous contract)
IZCOVID4 COVID-19 Vaccination Equity Funding (Equity Funds)	As needed by June 30, 2025	N/A	Total	Not to exceed allocation= $3,387,435.00 (minus any payout from previous contract)
Bridge Access Program Administration Fee and operating costs for COVID-19 Vaccine to uninsured adults	As needed by December 31, 2024	N/A	Total	Not to exceed allocation= $450,127.00 (specific to county)

*Prices may be reviewed and adjusted annually over the term of the Agreement

	INTERGOVERNMENTAL AGREEMENT (IGA) Amendment		ARIZONA DEPARTMENT OF HEALTH SERVICES 150 18th Ave Suite 530 Phoenix, Arizona 85007
	Contract No.: CTR060272	IGA Amendment No.: Two (2)	Procurement Officer **Nathaniel Thomas**

Exhibit Two (2)

EQUITY

Exhibit 2 CFR 200.332

"§ 200.332
Requirements for pass-through entities.
All pass-through entities must:
(a) Ensure that every subaward is clearly identified to the subrecipient as a subaward and includes the following information at the time of the subaward and if any of these data elements change, include the changes in subsequent subaward modification. When some of this information is not available, the pass-through entity must provide the best information available to describe the Federal award and subaward.

Prime Awardee:	**Arizona Department of Health Services**
DUNS #	
Federal Award Identification (Grant Number):	**6 NH23IP922599-02-04**
Subrecipient name (which must match the name associated with its unique entity identifier):	**Pinal County**
Subrecipient's unique entity identifier (DUNS #):	**GX4FM9VQD7W3**
Federal Award Identification Number (FAIN, sometimes it's the same as the Grant Number):	**NH23IP922599**
Federal Award Date (see the definition of Federal award date in § 200.1 of this part) of award to the recipient by the Federal agency;	**3/3/2021**
Subaward Period of Performance Start and End Date;	**07/01/2019 – 06/30/2025**
Subaward Budget Period Start and End Date:	**07/01/2020 – 06/30/2025**
Amount of Federal Funds Obligated by this action by the pass-through entity to the subrecipient (this is normally the **contract amount**):	**$3,387,435.00**

Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current financial obligation **(how much is available for contracts**):	**$11,298,059.00**
Total Amount of the Federal Award committed to the subrecipient by the pass-through entity	**$147,085,219.00**
Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA)	**CDC-RFA-IP19-1901 Immunization and Vaccines for Children**
Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity	**Centers for Disease Control and Prevention**
Assistance Listings number and Title; the pass-through entity must identify the dollar amount made available under each Federal award and the Assistance Listings Number at time of disbursement:	**93.268 Immunization Cooperative Agreement**
Identification of whether the award is R&D	**N/A**
Indirect cost rate for the Federal award (including if the de minimis rate is charged) per § 200.414	**10%**

Exhibit Three (3)

IDEAS

Exhibit - 2 CFR 200.332

"§ 200.332
Requirements for pass-through entities.
All pass-through entities must:
(a) Ensure that every subaward is clearly identified to the subrecipient as a subaward and includes the following information at the time of the subaward and if any of these data elements change, include the changes in subsequent subaward modification. When some of this information is not available, the pass-through entity must provide the best information available to describe the Federal award and subaward.

Prime Awardee:	**Arizona Department of Health Services**
DUNS #	**QMWUG1AMYF65**
Federal Award Identification (Grant Number):	**6 NH23IP922599-02-01**
Subrecipient name (which must match the name associated with its unique entity identifier):	**Pinal County**
Subrecipient's unique entity identifier (DUNS #):	**GX4FM9VQD7W3**
Federal Award Identification Number (FAIN, sometimes it's the same as the Grant Number):	**NH23IP922599**
Federal Award Date (see the definition of Federal award date in § 200.1 of this part) of award to the recipient by the Federal agency;	**09/23/2020**
Subaward Period of Performance Start and End Date;	**07/01/2019 – 06/30/2025**
Subaward Budget Period Start and End Date:	**07/01/2020 – 06/30/2025**
Amount of Federal Funds Obligated by this action by the pass-through entity to the subrecipient (this is normally the **contract amount**):	**$125,000.00**

Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current financial obligation **(how much is available for contracts**):	**$8,992,059.00**
Total Amount of the Federal Award committed to the subrecipient by the pass-through entity	**$12,181,923.00**
Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA)	**CDC-RFA-IP19-1901 Immunization and Vaccines for Children**
Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity	**Centers for Disease Control and Prevention**
Assistance Listings number and Title; the pass-through entity must identify the dollar amount made available under each Federal award and the Assistance Listings Number at time of disbursement:	**93.268 Immunization Cooperative Agreement**
Identification of whether the award is R&D	
Indirect cost rate for the Federal award (including if the de minimis rate is charged) per § 200.414	

Exhibit Four (4)

SAIF

Exhibit - 2 CFR 200.332

"§ 200.332
Requirements for pass-through entities.
All pass-through entities must:
(a) Ensure that every subaward is clearly identified to the subrecipient as a subaward and includes the following information at the time of the subaward and if any of these data elements change, include the changes in subsequent subaward modification. When some of this information is not available, the pass-through entity must provide the best information available to describe the Federal award and subaward.

Prime Awardee:	**Arizona Department of Health Services**
DUNS #	**QMWUG1AMYF65**
Federal Award Identification (Grant Number):	**6 NH23IP922599-02-01**
Subrecipient name (which must match the name associated with its unique entity identifier):	**Pinal County**
Subrecipient's unique entity identifier (DUNS #):	**GX4FM9VQD7W3**
Federal Award Identification Number (FAIN, sometimes it's the same as the Grant Number):	**NH23IP922599**
Federal Award Date (see the definition of Federal award date in § 200.1 of this part) of award to the recipient by the Federal agency;	**06/04/2020**
Subaward Period of Performance Start and End Date;	**07/01/2019 – 06/30/2025**
Subaward Budget Period Start and End Date:	**07/01/2020 – 06/30/2025**
Amount of Federal Funds Obligated by this action by the pass-through entity to the subrecipient (this is normally the **contract amount**):	**$175,000.00**

Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current financial obligation **(how much is available for contracts**):	**$4,718,951.00**
Total Amount of the Federal Award committed to the subrecipient by the pass-through entity	**$10,903,078.00**
Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA)	**CDC-RFA-IP19-1901 Immunization and Vaccines for Children**
Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity	**Centers for Disease Control and Prevention (CDC)**
Assistance Listings number and Title; the pass-through entity must identify the dollar amount made available under each Federal award and the Assistance Listings Number at time of disbursement:	**93.268 Immunization Cooperative Agreement**
Identification of whether the award is R&D	**N/A**
Indirect cost rate for the Federal award (including if the de minimis rate is charged) per § 200.414	**0%**

Exhibit Five (5)

VIP

2 CFR 200.332

"§ 200.332
Requirements for pass-through entities.
All pass-through entities must:
(a) Ensure that every subaward is clearly identified to the subrecipient as a subaward and includes the following information at the time of the subaward and if any of these data elements change, include the changes in subsequent subaward modification. When some of this information is not available, the pass-through entity must provide the best information available to describe the Federal award and subaward.

Prime Awardee:	**Arizona Department of Health Services**
DUNS #	**QMWUG1AMYF65**
Federal Award Identification (Grant Number):	**6 NH23IP922599-02-02**
Subrecipient name (which must match the name associated with its unique entity identifier):	**Pinal County**
Subrecipient's unique entity identifier (DUNS #):	**GX4FM9VQD7W3**
Federal Award Identification Number (FAIN, sometimes it's the same as the Grant Number):	**NH23IP922599**
Federal Award Date (see the definition of Federal award date in § 200.1 of this part) of award to the recipient by the Federal agency;	**09/23/2020**
Subaward Period of Performance Start and End Date;	**07/01/2019 – 06/30/2025**
Subaward Budget Period Start and End Date:	**07/01/2020 – 06/30/2025**
Amount of Federal Funds Obligated by this action by the pass-through entity to the subrecipient (this is normally the **contract amount**):	**$84,200.00**
Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current financial obligation **(how much is available for**	**$11,298,059.00**

contracts):

Total Amount of the Federal Award committed to the subrecipient by the pass-through entity	**$15,546,386.00**
Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA)	**CDC-RFA-IP19-1901 Immunization Vaccines for Children**
Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity	**Centers for Disease Control and Prevention (CDC)**
Assistance Listings number and Title; the pass-through entity must identify the dollar amount made available under each Federal award and the Assistance Listings Number at time of disbursement:	**93.268 Immunization Cooperative Agreement**
Identification of whether the award is R&D	**N/A**
Indirect cost rate for the Federal award (including if the de minimis rate is charged) per § 200.414	**0%**

Exhibit Six (6)

Exhibit - 2 CFR 200.332

"§ 200.332
Requirements for pass-through entities.
All pass-through entities must:
(a) Ensure that every subaward is clearly identified to the subrecipient as a subaward and includes the following information at the time of the subaward and if any of these data elements change, include the changes in subsequent subaward modification. When some of this information is not available, the pass-through entity must provide the best information available to describe the Federal award and subaward.

Prime Awardee:	**Arizona Department of Health Services**
UEI #	**QMWUG1AMYF65**
Federal Award Identification (Grant Number):	**6 NH23IP922599-05-01**
Subrecipient name (which must match the name associated with its unique entity identifier):	**Pinal County**
Subrecipient's unique entity identifier (DUNS #):	**GX4FM9VQD7W3**
Federal Award Identification Number (FAIN, sometimes it's the same as the Grant Number):	**NH23IP922599**
Federal Award Date (see the definition of Federal award date in § 200.1 of this part) of award to the recipient by the Federal agency;	**08/01/2023**
Subaward Period of Performance Start and End Date;	**07/01/2019 – 12/31/2024**
Subaward Budget Period Start and End Date:	**08/29/2023 – 12/31/2024**
Amount of Federal Funds Obligated by this action by the pass-through entity to the subrecipient (this is normally the **contract amount**):	**$450,127.00**
Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current financial obligation **(how much is available for contracts**):	**$8,426,507.00**

Total Amount of the Federal Award committed to the subrecipient by the pass-through entity	**$8,426,507.00**
Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA)	**CDC-RFA-IP19-1901 Immunizations Vaccines for Children**
Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity	**Centers for Disease Control and Prevention**
Assistance Listings number and Title; the pass-through entity must identify the dollar amount made available under each Federal award and the Assistance Listings Number at time of disbursement:	**93.268 Immunization Cooperative Agreement**
Identification of whether the award is R&D	**NO**
Indirect cost rate for the Federal award (including if the de minimis rate is charged) per § 200.414	**10%**

DEPARTMENT/FUND
APPROPRIATION ADJUSTMENT FORM

Fiscal Year	Agenda Item needed (yes/no)	Anticipated Meeting Date if applicable	Memo Attached if Board item
23/24	yes	2/7/2024	☐

Please use one form per agenda item.

Sources (Fund Balance, Revenues, Transfers In, etc…)								
Fund	**Input "yes" if change in Fund Balance (2511)**	**Cost Center**	**Sub Ledger**	**Object Code**	**Subsidiary**	**Current Budget**	**Adjustment Add/ (Subtract)**	**New Revised Budget**
82		3592063		421000		$0	$450,127	$450,127
213		3311003		457990		$15,224,583	($450,127)	$14,774,456
								$0
								$0
								$0
Insert rows above this line and copy New Revised Budget formula down								
Net Source Adjustment							$0	

Uses (Expenditures, Transfers Out, etc….)								
Fund		**Cost Center**	**Sub Ledger**	**Object Code**	**Subsidiary**	**Current Budget**	**Adjustment Add/ (Subtract)**	**New Revised Budget**
82		3592063		511010		0	$250,000	$250,000
82		3592063		512010		0	$19,125	$19,125
82		3592063		512020		0	$30,725	$30,725
82		3592063		512060		0	$45,000	$45,000
82		3592063		520011		0	$15,000	$15,000
82		3592063		521045		0	$3,000	$3,000
82		3592063		522070		0	$10,000	$10,000
82		3592063		524020		0	$17,792	$17,792
82		3592063		540211		0	$25,000	$25,000
82		3592063		560002		0	$34,485	$34,485
213		3311003		599500		$15,224,583	($450,127)	$14,774,456
Insert rows above this line and copy New Revised Budget formula down								
Net Use Adjustment							$0	

Net Change		$0	

Prepared by:	Tillie Berrones	Date:	1/22/2024

Description:	New Cost Center set up for Grant as per Policy 8.20. Immunizations BRIDGE Program contract received after FY 23/24 Budget was submitted.

TYPE OF REQUEST:

- ☐ **Transfer within same Cost Center**
- ☑ **Transfer between Cost Centers within same Fund**
- ☐ **Transfer between Funds or Transfer In/Out adjustments**
- ☐ **Transfer from/to of Reserve/Contingency (e.g., new grant, change in special revenue projection, new project…)**
- ☐ **Change in Fund Balance Appropriation**

Please make sure to verify the following on the Appropriation Adjustment Form:

***If you are modifying a previous sheet MAKE SURE you clear all original information out before starti**

Top Section

•Do you have the correct Fiscal Year in place (i.e. FY 2011-12 or FY 2010-11)?
•If this item needs to go in front of the Board, did you enter the appropriate response in the "Agenda It
•Did you enter the correct anticipated meeting date if required?
•Did you check the "Memo Attached if Board Item" box if needed?

Sources Section

•If the appropriation in question requires Fund Balance, has "yes" been entered in the second column?

Sources & Uses Sections

•Have all the required columns for the appropriation been filled out?
•If there is supposed to be subledger, is it included?
•Is the "current budget information" correct?
•Make sure you don't change the formula line (Column 8).
•Does your "Net Change" line = 0?

Prepared By/Description Section

•Have all three of the boxes been filled out correctly?

Type of Request

•Have the correct boxes been checked in the list?

ng*

em Needed" box?

INTERGOVERNMENTAL AGREEMENT (IGA)

Contract No. CTR060272

ARIZONA DEPARTMENT OF HEALTH SERVICES
150 North 18th Avenue, Suite 530
Phoenix, Arizona 85007

Procurement Officer
Brenda Prevost

Project Title: Immunization Services

Begin Date: July 1, 2022

Geographic Service Area: Pinal County

Termination Date: June 30, 2024

Arizona Department of Health Services has authority to contract for services specified herein in accordance with A.R.S. §§ 11-951, 11-952, 36-104 and 36-132. The Contractor represents that it has authority to contract for the performance of the services provided herein pursuant to:

- [X] **Counties:** **A.R.S. §§ 11-201, 11-951, 11-952 and 36-182.**
- [ ] **Indian Tribes:** **A.R.S. §§ 11-951, 11-952 and the rules and sovereign authority of the contracting Indian Nation.**
- [ ] **School Districts:** **A.R.S. §§ 11-951, 11-952, and 15-342.**
- [ ] **City of Phoenix:** **Chapter II, §§ 1 & 2, Charter, City of Phoenix.**
- [ ] **City of Tempe:** **Chapter 1, Article 1, §§ 1.01 & 1.03, Charter, City of Tempe.**

Amendments signed by each of the parties and attached hereto are hereby adopted by reference as a part of this Contract, from the effective date of the Amendment, as if fully set out herein.

Arizona Transaction (Sales) Privilege:

Federal Employer Identification No.:

Tax License No.:

Contractor Name: Pinal County Health Department
Address: 971 N. Jason Lopez Circle, Bldg. D
Florence, AZ 85132

FOR CLARIFICATION, CONTACT:

Name: Carey Lennon

Phone: 520-866-4454

FAX No: 520-866-2931

E-mail: Carey.Lennon@pinal.gov

CONTRACTOR SIGNATURE:
The Contractor agrees to perform all the services set forth in the Agreement and Work Statement.

Jeff Serdy 12/21/2022

Signature of Person Authorized to Sign Date

Jeff Serdy, Vice-Chairman, Presiding as Chairman

Print Name and Title

This Contract shall henceforth be referred to as Contract

No. CTR060272 The Contractor is hereby cautioned not to commence any billable work or provide any material, service or construction under this Contract until Contractor receives a fully executed copy of the Contract.

State of Arizona

Signed this _____ day of _____, 202_

Gina Corwin Digitally signed by Gina Corwin Date: 2023.01.18 16:59:27 -07'00'

Procurement Officer

CONTRACTOR ATTORNEY SIGNATURE:
Pursuant to A.R.S. § 11-952, the undersigned Contractor's Attorney has determined that this Intergovernmental Agreement is in proper form and is within the powers and authority granted under the laws of Arizona.

Anne Froedge 12/20/2022

Signature of Person Authorized to Sign Date

Anne Froedge, Deputy County Attorney

Print Name and Title

Contract, No. CTR060272, is an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952 by the undersigned Assistant Attorney General, who has determined that it is in the proper form and is within the powers granted under the laws of the State of Arizona to those parties to the Agreement represented by the Attorney General.

The Attorney General, BY:

Aubrey Joy Corcoran Digitally signed by Aubrey Joy Corcoran DN: cn=Aubrey Joy Corcoran, o=Arizona Attorney General's Office, ou, email=AubreyJoy.Corcoran@azag.gov, c=US Date: 2023.01.17 17:12:22 -07'00'

Signature **Date**

Assistant Attorney General:

1. Definition of Terms. As used in this Contract, the terms listed below are defined as follows:

1.1 *"Attachment"* means any document attached to the Contract and incorporated into the Contract.

1.2 *"ADHS"* means Arizona Department of Health Services.

1.3 *"Budget Term"* means the period of time for which the contract budget has been created and during which funds should be expended.

1.4 *"Change Order"* means a written order that is signed by a Procurement Officer and that directs the Contractor to make changes authorized by the Uniform Terms and Conditions of the Contract.

1.5 *"Contract"* means the combination of the Uniform and Special Terms and Conditions, the Specifications and Statement or Scope of Work, Attachments, Referenced Documents, any Contract Amendments and any terms applied by law.

1.6 *"Contract Amendment"* means a written document signed by the Procurement Officer and the Contractor that is issued for the purpose of making changes in the Contract.

1.7 *"Contractor"* means any person who has a Contract with the Arizona Department of Health Services.

1.8 *"Cost Reimbursement"* means a contract under which a contractor is reimbursed for costs, which are reasonable, allowable and allocable in accordance with the contract terms and approved by ADHS.

1.9 *"Days"* means calendar days unless otherwise specified.

1.10 *"Fixed Price"* establishes a set price per unit of service. The set price shall be based on costs, which are reasonable, allowable and allocable.

1.11 *"Gratuity"* means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.

1.12 *"Materials"* unless otherwise stated herein, means all property, including but not limited to equipment, supplies, printing, insurance and leases of property.

1.13 *"Procurement Officer"* means the person duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract.

1.14 *"Purchase Order"* means a written document that is signed by a Procurement Officer, that requests a vendor to deliver described goods or services at a specific price and that, on delivery and acceptance of the goods or services by ADHS, becomes an obligation of the State.

1.15 *"Services"* means the furnishing of labor, time or effort by a Contractor or Subcontractor.

1.16 *"Subcontract"* means any contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of this Contract.

1.17 *"State"* means the State of Arizona and/or the ADHS. For purposes of this Contract, the term "State" shall not include the Contractor.

2. Contract Type.

This Contract shall be:

_X_ Cost Reimbursement.

3. Contract Interpretation.

3.1. Arizona Law. The law of Arizona applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona.

3.2. Implied Contract Terms. Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.

3.3. Contract Order of Precedence. In the event of a conflict in the provisions of the Contract, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:

3.3.1. Terms and Conditions;

3.3.2. Statement or Scope of Work;

3.3.3. Attachments; and

3.3.4. Referenced Documents.

3.4. Relationship of Parties. The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.

3.5. Severability. The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.

3.6. No Parole Evidence. This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document.

3.7. No Waiver. Either party's failure to insist on strict performance of any term or condition of the Contract 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.

3.8. Headings. Headings are for organizational purposes only and shall not be interpreted as having legal significance or meaning.

4. Contract Administration and Operation.

4.1. Term. As indicated on the signature page of the Contract, the Contract shall be effective as of the Begin Date and shall remain effective until the Termination Date.

4.2. Contract Renewal. This Contract shall not bind, nor purport to bind, the State for any contractual commitment in excess of the original Contract period. The term of the Contract shall not exceed five years. However, if the original Contract period is for less than five years, the State shall have the right, at its sole option, to renew the Contract, so long as the original Contract period together with the renewal periods does not exceed five years. If the State exercises such rights, all terms, conditions and provisions of the original Contract shall remain the same and apply during the renewal period with the exception of price and Scope of Work, which may be renegotiated.

4.3. New Budget Term. If a budget term has been completed in a multi-term Contract, the parties may agree to

change the amount and type of funding to accommodate new circumstances in the next budget term. Any increase or decrease in funding at the time of the new budget term shall coincide with a change in the Scope of Work or change in cost of services as approved by the Arizona Department of Health Services.

4.4. Non-Discrimination. The Contractor 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.

4.5. Records and Audit. Under A.R.S. § 35-214 and A.R.S. § 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other records ("records") relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit by the State and where applicable the Federal Government at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.

4.6. Financial Management. For all contracts, the practices, procedures, and standards specified in and required by the Accounting and Auditing Procedures Manual for the ADHS funded programs shall be used by the Contractor in the management of Contract funds and by the State when performing a Contract audit. Funds collected by the Contractor in the form of fees, donations and/or charges for the delivery of these Contract services shall be accounted for in a separate fund.

4.6.1. *Federal Funding*. Contractors receiving federal funds under this Contract shall comply with the certified finance and compliance audit provision of the Office of Management and Budget (OMB) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR 200), if applicable. The federal financial assistance information shall be stated in a Change Order or Purchase Order.

4.6.2. *State Funding*. Contractors receiving state funds under this Contract shall comply with the certified compliance provisions of A.R.S. § 35-181.03.

4.7. Inspection and Testing. The Contractor agrees to permit access, at reasonable times, to its facilities.

4.8. Notices. Notices to the Contractor required by this Contract shall be made by the State to the person indicated on the signature page by the Contractor, unless otherwise stated in the Contract. Notices to the State required by the Contract shall be made by the Contractor to an ADHS Procurement Officer, unless otherwise stated in the Contract. An authorized ADHS Procurement Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice, and an amendment to the Contract shall not be necessary.

4.9. Advertising and Promotion of Contract. The Contractor shall not advertise or publish information for commercial benefit concerning this Contract without the prior written approval of an ADHS Procurement Officer.

4.10. Property of the State.

4.10.1. *Equipment*. Except as provided below or otherwise agreed to by the parties, the title to any and all equipment acquired through the expenditure of funds received from the State shall remain the property of the State by and through the ADHS and, as such, shall remain under the sole direction, management and control of the ADHS. When this Contract is terminated, the disposition of all such property shall be determined by the ADHS. For Fixed Price contracts, when the Contractor provides the services/materials required by the Contract, any and all equipment purchased by the Contractor remains the property of the Contractor. All purchases of equipment need to be reported to the ADHS Office of Inventory Control.

4.10.2. *Title and Rights to Materials*. As used in this section, the term "Materials" means all products created or produced by the Contractor under this Contract, including, but not limited to: written and electronic information, recordings, reports, research, research findings, conclusions, abstracts, results, software, data and any other intellectual property or deliverables created, prepared, or received by

the Contractor in performance of this Contract. Contractor acknowledges that all Materials are the property of the State by and through the ADHS and, as such, shall remain under the sole direction, management and control of the ADHS. The Contractor is not entitled to a patent or copyright on these Materials and may not transfer a patent or copyright on them to any other person or entity. To the extent any copyright in any Materials may originally vest in the Contractor, the Contractor hereby irrevocably transfers to the ADHS, for and on behalf of the State, all copyright ownership. The ADHS shall have full, complete and exclusive rights to reproduce, duplicate, adapt, distribute, display, disclose, publish, release and otherwise use all Materials. The Contractor shall not use or release these Materials without the prior written consent of the ADHS. When this Contract is terminated, the disposition of all such Materials shall be determined by the ADHS. Further, the Contractor agrees to give recognition to the ADHS for its support of any program when releasing or publishing program Materials.

4.10.3. *Notwithstanding the above, if the Contractor is a State agency, the following shall apply instead:* It is the intention of ADHS and Contractor that all material and intellectual property developed under this Agreement be used and controlled in ways to produce the greatest benefit to the parties to this Contract and the citizens of the State of Arizona. As used in this paragraph, "Material" means all written and electronic information, recordings, reports, findings, research information, abstracts, results, software, data, discoveries, inventions, procedures and processes of services developed by the Contractor and any other materials created, prepared or received by the Contractor and subcontractors in performance of this Agreement. "Material" as used herein shall not include any pre-existing data, information, materials, discoveries, inventions or any form of intellectual property invented, created, developed or devised by Contractor (or its employees, subcontractors or agents) prior to the commencement of the services funded by this Agreement or that may result from Contractor's involvement in other service activities that are not funded by the Agreement.

4.10.4. Title and exclusive copyright to all Material shall vest in the State of Arizona, subject to any rights reserved on behalf of the federal government. As State agencies and instrumentalities, both ADHS and Contractor shall have full, complete, perpetual, irrevocable and non-transferable rights to reproduce, duplicate, adapt, make derivative works, distribute, display, disclose, publish and otherwise use any and all Material. The Contractor's right to use Material shall include the following rights: the right to use the Material in connection with its internal, non-profit research and educational activities, the right to present at academic or professional meetings or symposia and the right to publish in journals, theses, dissertations or otherwise of Contractor's own choosing. Contractor agrees to provide ADHS with a right of review prior to any publication or public presentation of the Material, and ADHS shall be entitled to request the removal of its confidential information or any other content the disclosure of which would be contrary to the best interest of the State of Arizona. Neither party shall release confidential information to the public without the prior expressly written permission of the other, unless required by the State public records statutes or other law, including a court order. Each party agrees to give recognition to the other party in all public presentations or publications of any Material, when releasing or publishing them.

4.10.5. In addition, ADHS and Contractor agree that any and all Material shall be made freely available to the public to the extent it is in the best interest of the State. However, if either party wants to license or assign an intellectual property interest in the material to a third-party for monetary compensation, ADHS and Contractor agree to convene to determine the relevant issues of title, copyright, patent and distribution of revenue. In the event of a controversy as to whether the Material is being used for monetary compensation or in a way that interferes with the best interest of the state or ADHS, then the Arizona Department of Administration shall make the final decision. Notwithstanding the above, "monetary compensation' does not include compensation paid to an individual creator for traditional publications in academia (the copyrights to which are Employee-Excluded Works under ABOR Intellectual Property Policy Section 6-908C.4.), an honorarium or other reimbursement of expenses for an academic or professional presentation, or an unprofitable distribution of Material.

4.11. 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.

4.12. Federal Immigration and Nationality Act The Contractor 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 Contract. Further, the Contractor shall flow down this requirement to all subcontractors utilized during the term of the Contract. The State shall retain the right to perform random audits of Contractor and subcontractor records or to inspect papers of any employee thereof to ensure compliance. Should the State determine that the Contractor 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 Contract for default and suspension and/or debarment of the Contractor.

5. Costs and Payments

5.1. Payments. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate Contractor's Expenditure Report for payment from the State within thirty (30) days, as provided in the Accounting and Auditing Procedures Manual for the ADHS.

5.2. Recoupment of Contract Payments.

5.2.1. *Unearned Advanced Funds.* Any unearned State funds that have been advanced to the Contractor and remain in its possession at the end of each budget term, or at the time of termination of the Contract, shall be refunded to the ADHS within forty-five (45) days of the end of a budget term or of the time of termination.

5.2.2. *Contracted Services.* In a fixed price contract, if the number of services provided is less than the number of services for which the Contractor received compensation, funds to be returned to the ADHS shall be determined by the Contract price. Where the price is determined by cost per unit of service or material, the funds to be returned shall be determined by multiplying the unit of service cost by the number of services the Contractor did not provide during the Contract term. Where the price for a deliverable is fixed, but the deliverable has not been completed, the Contractor shall be paid a pro rata portion of the completed deliverable. In a cost reimbursement contract, the ADHS shall pay for any costs that the Contractor can document as having been paid by the Contractor and approved by ADHS. In addition, the Contractor will be paid its reasonable actual costs for work in progress as determined by Generally Accepted Accounting Procedures up to the date of contract termination.

5.2.3. *Refunds.* Within forty-five (45) days after the end of each budget term or of the time of termination of the Contract, the Contractor shall refund the greater of: i) the amount refundable in accordance with paragraph 4.2.1, Unearned Advanced Funds; or ii) the amount refundable in accordance with paragraph 5.2.2, Contracted Services.

5.2.4. *Unacceptable Expenditures*. The Contractor agrees to reimburse the ADHS for all Contract funds expended, which are determined by the ADHS not to have been disbursed by the Contractor in accordance with the terms of this Contract. The Contractor shall reimburse ADHS within 45 days of the determination of unacceptability.

5.3. Unit Costs/Rates or Fees. Unit costs/rates or fees shall be based on costs, which are determined by ADHS to be reasonable, allowable and allocable as outlined in the Accounting and Auditing Procedures Manual for the ADHS.

5.4. Applicable Taxes.

5.4.1. *State and Local Transaction Privilege Taxes*. The State of Arizona is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect taxes from the buyer does not relieve the seller

from its obligation to remit taxes.

5.4.2. *Tax Indemnification*. The Contractor and all subcontractors shall pay all federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall require all subcontractors to hold the State harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs, including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

5.4.3. *I.R.S. W9 Form*. In order to receive payment under any resulting Contract, the Contractor shall have a current I.R.S. W9 Form on file with the State of Arizona.

5.5. Availability of Funds for the Next Fiscal Year. Funds may not be presently available for performance under this Contract beyond the first year of the budget term or Contract term. The State may reduce payments or terminate this Contract without further recourse, obligation or penalty in the event that insufficient funds are appropriated in the subsequent budget term. The State shall not be liable for any purchases or Subcontracts entered into by the Contractor in anticipation of such funding. The Procurement Officer shall have the discretion in determining the availability of funds.

5.6. Availability of Funds for the Current Contract Term. Should the State Legislature enter back into session and decrease the appropriations through line item or general fund reductions, or for any other reason these goods or services are not funded as determined by ADHS, the following actions may be taken by ADHS:

5.6.1. Accept a decrease in price offered by the Contractor;

5.6.2. Reduce the number of goods or units of service and reduce the payments accordingly;

5.6.3. Offer reductions in funding as an alternative to Contract termination; or

5.6.4. Cancel the Contract.

6. Contract Changes

6.1. Amendments, Purchase Orders and Change Orders. This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment, Purchase Order and/or Change Order within the scope of the Contract, unless the change is administrative or otherwise permitted by the Special Terms and Conditions. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by an unauthorized State employee or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized Contract Amendments, Purchase Orders and/or Change Orders, shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.

6.2. Subcontracts. The Contractor shall not enter into any subcontract under this Contract without the advance written approval of the Procurement Officer. The subcontract shall incorporate by reference all material and applicable terms and conditions of this Contract.

6.3. Assignments and Delegation. The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. The State shall not unreasonably withhold approval.

7. Risk and Liability

7.1. Risk of Loss. The Contractor shall bear all loss of conforming material covered under this Contract until received and accepted by authorized personnel at the location designated in the Purchase Order, Change Order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming

materials shall remain with the Contractor regardless of receipt.

7.2. Mutual Indemnification. Each party (as "indemnitor") agrees to indemnify, defend and hold harmless the other party (as "indemnitee") from and against any and all claims, losses, liability, costs or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such claims, which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees or volunteers.

7.3. Force Majeure.

7.3.1. *Liability and Definition*. Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract 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; acts of terrorism; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-interventions not caused by or resulting from the act or failure to act of the parties; failures or refusals to act by government authority not caused by or resulting from the act or failure to act of the parties; and other similar occurrences beyond the control of the party declaring force majeure, which such party is unable to prevent by exercising reasonable diligence.

7.3.2. *Exclusions*. Force Majeure shall not include the following occurrences:

7.3.2.1. Late delivery of Materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;

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

7.3.2.3. Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.

7.3.3. *Notice*. 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 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 Contract Amendment for a period of time equal to the time that the results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

7.3.4. *Default*. 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.

7.4. Third Party Antitrust Violations. The Contractor assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor for or toward the fulfillment of this Contract.

8. Description of Materials The following provisions shall apply to Materials only:

8.1. Liens. The Contractor agrees that the Materials supplied under this Contract are free of liens. In the event the Materials are not free of liens, Contractor shall pay to remove the lien and any associated damages or replace the Materials with Materials free of liens.

8.2. Quality. Unless otherwise modified elsewhere in these terms and conditions, the Contractor agrees that, for one year after acceptance by the State of the Materials, they shall be:

8.2.1. Of a quality to pass without objection in the Contract description;

8.2.2. Fit for the intended purposes for which the Materials are used;

8.2.3. Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;

8.2.4. Adequately contained, packaged and marked as the Contract may require; and

8.2.5. Conform to the written promises or affirmations of fact made by the Contractor.

8.3. Inspection/Testing. Subparagraphs 8.1 through 8.2 of this section are not affected by inspection or testing of or payment for the Materials by the State.

8.4. Compliance With Applicable Laws. The Materials and services supplied under this Contract shall comply with all applicable federal, state and local laws, and the Contractor shall maintain all applicable license and permit requirements.

8.5. Survival of Rights and Obligations After Contract Expiration and Termination.

8.5.1. *Contractor's Representations*. All representations and warranties made by the Contractor under this Contract in paragraphs 7 and 8 shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12.510, except as provided in A.R.S. § 12-529, the State is not subject to or barred by any limitations of actions prescribed in A.R.S. Title 12, Chapter 5.

8.5.2. *Purchase Orders and Change Orders*. Unless otherwise directed in writing by the Procurement Officer, the Contractor shall fully perform and shall be obligated to comply with all Purchase Orders and Change Orders received by the Contractor prior to the expiration or termination hereof, including, without limitation, all Purchase Orders and Change Orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

9. State's Contractual Remedies

9.1. Right to Assurance. If the State, in good faith, has reason to believe that the Contractor does not intend to, or is unable to, perform or continue performing under this Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the State's option, be the basis for terminating the Contract.

9.2. Stop Work Order.

9.2.1. *Terms*. The State may, at any time, by written order to the Contractor, require the Contractor to stop all or any part of the work called for by this Contract for a period up to ninety (90) Days after the order is delivered to the Contractor, 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 Contractor 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.

9.2.2. *Cancellation or Expiration*. If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract

shall be amended in writing accordingly.

9.3. Non-exclusive Remedies. The rights and remedies of ADHS under this Contract are not exclusive, and ADHS is entitled to all rights and remedies available to it, including those under the Arizona Uniform Commercial Code and Arizona common law.

9.4. Right of Offset. The State shall be entitled to offset against any sums due the Contractor in any Contract with the State or damages assessed by the State because of the Contractor's non-conforming performance or failure to perform this Contract. The right to offset may include, but is not limited to, a deduction from an unpaid balance and a collection against the bid and/or performance bonds. Any offset taken for damages assessed by the State shall represent a fair and reasonable amount for the actual damages and shall not be a penalty for non-performance.

10. Contract Termination

10.1. Cancellation for Conflict of Interest. Pursuant to A.R.S. § 38-511, the State may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State is, or becomes at any time while the Contract or an extension of the Contract is in effect, an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation, unless the notice specifies a later time. If the Contractor is a political subdivision of the State, it may also cancel this Contract as provided in A.R.S. § 38-511.

10.2. Gratuities. The State may, by written notice, terminate this Contract, in whole or in part, if the State determines that employment or a Gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the State for the purpose of influencing the outcome of the procurement, securing the Contract or an Amendment to the Contract, or receiving favorable treatment concerning the Contract, including the making of any determination or decision about Contract 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 Contractor.

10.3. Suspension or Debarment. The State may, by written notice to the Contractor, immediately terminate this Contract if the State determines that the Contractor or its subcontractor 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.

10.4. Termination Without Cause.

10.4.1. Both the State and the Contractor may terminate this Contract at any time with thirty (30) days' notice in writing specifying the termination date. Such notices shall be given by personal delivery or by certified mail, return receipt requested.

10.4.2. If the Contractor terminates this Contract, any monies prepaid by the State, for which no service or benefit was received by the State, shall be refunded to the State within five (5) days of the termination notice. In addition, if the Contractor terminates the Contract, the Contractor shall indemnify the State for any sanctions imposed by the funding source as a result of the Contractor's failure to complete the Contract.

10.4.3. If the State terminates this Contact pursuant to this Section, the State shall pay the Contractor the Contract price for all Services and Materials completed up to the date of termination. In a fixed price contract, the State shall pay the amount owed for the Services or Materials by multiplying the unit of service or item cost by the number of unpaid service units or items. In a cost reimbursement contract, the ADHS shall pay for any costs that the Contractor can document as having been paid by the Contractor and approved by ADHS. In addition, the Contractor will be paid its reasonable actual costs for work in progress as determined by GAAP up to the date of termination. Upon such termination,

the Contractor shall deliver to the ADHS all deliverables completed. ADHS may require Contractor to negotiate the terms of any remaining deliverables still due.

10.5. Mutual Termination. This Contract may be terminated by mutual written agreement of the parties specifying the termination date and the terms for disposition of property and, as necessary, submission of required deliverables and payment therein.

10.6. Termination for Default. The State reserves the right to terminate the Contract in whole or in part due to the failure of the Contractor to comply with any material obligation, term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. In the event the ADHS terminates the Contract in whole or in part as provided in this paragraph, the ADHS may procure, upon such terms and in such manner as deemed appropriate, Services or Materials, similar to those terminated, and Contractor shall be liable to the ADHS for any excess costs incurred by the ADHS in obtaining such similar Services or Materials.

10.7. Continuation of Performance Through Termination. Upon receipt of the notice of termination and until the effective date of the notice of termination, the Contractor shall perform work consistent with the requirements of the Contract and, if applicable, in accordance with a written transition plan approved by the ADHS. If the Contract is terminated in part, the Contractor shall continue to perform the Contract to the extent not terminated. After receiving the notice of termination, the Contractor shall immediately notify all subcontractors, in writing, to stop work on the effective date of termination, and on the effective date of termination, the Contractor and subcontractors shall stop all work.

10.8. Disposition of Property. Upon termination of this Contract, all property of the State, as defined herein, shall be delivered to the ADHS upon demand.

11. Arbitration

Pursuant to A.R.S. § 12-1518, disputes under this Agreement shall be resolved through the use of 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).

12. Communication

12.1. Program Report. When reports are required by the Contract, the Contractor shall provide them in the format approved by ADHS.

12.2. Information and Coordination. The State will provide information to the Contractor pertaining to activities that affect the Contractor's delivery of services, and the Contractor shall be responsible for coordinating their activities with the State's in such a manner as not to conflict or unnecessarily duplicate the State's activities. As the work of the Contractor progresses, advice and information on matters covered by the Contract shall be made available by the Contractor to the State throughout the effective period of the Contract.

13. Client Grievances

If applicable, the Contractor and its subcontractors shall use a procedure through which clients may present grievances about the operation of the program that result in the denial, suspension or reduction of services provided pursuant to this Contract and which is acceptable to and approved by the State.

14. Sovereign Immunity

Pursuant to A.R.S. § 41-621(O), the obtaining of insurance by the State shall not be a waiver of any sovereign immunity defense in the event of suit.

15. Administrative Changes

The Procurement Officer, or authorized designee, reserves the right to correct any obvious clerical, typographical or grammatical errors, as well as errors in party contact information (collectively, "Administrative Changes"), prior to or after the final execution of a Contract or Contract Amendment. Administrative Changes subject to permissible corrections include: misspellings, grammar errors, incorrect addresses, incorrect Contract Amendment numbers, pagination and citation errors, mistakes in the labeling of the rate as either extended or unit, and calendar date errors that are illogical due to typographical error. The Procurement Office shall subsequently send to the Contractor notice of corrections to administrative errors in a written confirmation letter with a copy of the corrected Administrative Change attached.

16. Survival of Terms After Termination or Cancellation of Contract

All applicable Contract terms shall survive and apply after Contract termination or cancellation to the extent necessary for Contractor to complete and for the ADHS to receive and accept any final deliverables that are due after the date of the termination or cancellation.

17. Health Insurance Portability and Accountability Act of 1996 (HIPAA)

17.1. The Contractor 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 Contract. Contractor warrants that it will cooperate with the Arizona Department of Health Services (ADHS) in the course of performance of the Contract so that both ADHS and Contractor will be in compliance with HIPAA, including cooperation and coordination with the Arizona Department of Administration-Arizona Strategic Enterprise Technology (ADOA-ASET) Office, the ADOA-ASET Arizona State Chief Information Security Officer and HIPAA Coordinator and other compliance officials required by HIPAA and its regulations. Contractor will sign any documents that are reasonably necessary to keep ADHS and Contractor in compliance with HIPAA, including, but not limited to, business associate agreements.

17.2. If requested by the ADHS Procurement Office, Contractor 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, Contractor agrees to attend or participate in HIPAA training offered by ADHS or to provide written verification that the Contractor has attended or participated in job related HIPAA training that is: (1) intended to make the Contractor 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 ADOA-ASET Arizona State Chief Information Security Officer and HIPAA Coordinator.

18. Comments Welcome

The ADHS Procurement Office periodically reviews the Uniform Terms and Conditions and welcomes any comments you may have. Please submit your comments to: ADHS Procurement Administrator, Arizona Department of Health Services, 150 North 18th Avenue, Suite 280, Phoenix, Arizona 85007.

19. Unique Entity Identifier (UEI) 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 sub-recipient under an award or sub-award to a non-Federal entity) may receive a sub-award from ADHS unless the entity provides its Unique Entity Identifier Number to ADHS. The number can be created in SAM.gov. If already registered the UEI has been assigned and can be viewed in SAM.gov.

20. 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 subrecipient or sub-awardee is required to abide by 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/. The associated Grant Reporting Certification Form and completion instructions will be sent to the subrecipient from ADHS Program(s) responsible for the specific contract. The subrecipient or sub-awardee must return the completed form to ADHS Program(s) by the 15th of the month following that in which the award was received. Failure to complete a required Grant Reporting Certification Form may result in loss of funding.

21. 2 CFR §200.216 PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

21.1. Recipients and sub-recipients are prohibited from obligating or expanding loan or grant funds to:

21.1.1. Procure or obtain;

21.1.2. Extend or renew a contract to procure or obtain; or

21.1.3. Enter in a contract (or extend or renew a contract) to procure or obtain equipment, services, or system that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

21.1.3.1. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

21.1.3.2. Telecommunications or video surveillance services provided by such entities or using such equipment.

21.1.3.3. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

22. Technology Replacement

In any event where product is discontinued, no longer available or technically inferior to newly developed product, the Contractor shall provide an equivalent replacement model at no additional cost and shall honor the original contract terms

23. Authorization for Provision of Services

Authorization for purchase of services under this Agreement shall be made only upon ADHS issuance of a Purchase Order that is signed by an authorized agent. The Purchase Order will indicate the Agreement number and the dollar amount of the funds authorized. The Contractor shall only be authorized to perform services up to the amount of the Purchase Order. ADHS shall not have any legal obligation to pay for services in excess of the amount indicated on the Purchase Order. No further obligation for payment shall exist on behalf of ADHS unless 2) the Purchase Order is changed or modified with an official ADHS Procurement Change Order, and/or an additional Purchase Order is

issued for purchase of services under this Agreement.

Additional Terms and Conditions for Title 2, Subtitle A, Chapter II, Part 200, Subpart C: §200.201 USE OF GRANT AGREEMENTS (INCLUDING FIXED AMOUNT AWARDS), COOPERATIVE AGREEMENTS AND CONTRACT

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

25. AMERICANS WITH DISABILITIES ACT OF 1990.

25.1 The Contractor shall comply with the Americans With Disabilities Act of 1990 (Public Law 101-336) and the Arizona Disability Act of 1992 (A.R.S § 41-1492 et. seq.), which prohibits discrimination of the basis of physical or mental disabilities in delivering contract services or in the employment, or advancement in employment of qualified individuals.

25.2 Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contracting the Contract Manager for the solicitation. Request should be made as early as possible to allow time to arrange the accommodation.

26. FEDERAL FUNDING. Funding for these services is contingent upon the availability of federal government funding. No commitment of any kind is made by the State concerning this Grant unless there are monies provided by a federal grant. The Grantee should take this fact into consideration.

26.1 For the purposes of this Grant, a capital expenditure means expenditures to acquire capital assets, as defined in 2 C.F.R. 200.12, or expenditures to make additions, improvements, modifications, replacements, rearrangements, reinstallations, renovations, or alterations to capital assets that materially increase their value or useful life, with a cost of $250 or greater.

26.2 Grantee agrees to maintain property records for equipment purchased with grant funds and perform a physical inventory and reconciliation with property records at least every year. Grantee agrees that funds will not be used for the construction of new facilities.

26.3 Grantee agrees to follow equipment disposition policies as determined by the Federal Awarding Agency at Award Completion or as depicted in the State of Arizona Accounting Manual. Grantee also agrees to follow the directives in ADHS Property and Procedure Policy FIN 111.

26.4 Charges to Federal awards for salaries and wages must be based on records that accurately reflect the work performed. These records must: Be supported by a system of internal control which provides reasonable assurance that the charges are accurate, allowable, and properly allocated; Be incorporated into the official records of the non-Federal entity; Reasonably reflect the total activity for which the employee is compensated by the non-Federal entity, not exceeding 100% of compensated activities (for IHE, this per the IHE's definition of IBS); Encompass both federally assisted and all other activities compensated by the non-Federal entity on an integrated basis, but may include the use of subsidiary records as defined in the non-Federal entity's written policy; Comply with the established accounting policies and practices of the non-Federal entity (See paragraph above for treatment of incidental work for IHEs.; and Support the distribution of the employee's salary or wages among specific activities or cost objectives if the employee works on more than one Federal award; a Federal award and non-Federal award; an indirect cost activity and a direct cost activity; two or more indirect activities which are allocated using different allocation bases; or an unallowable activity and a direct or indirect cost activity. Budget estimates (i.e., estimates determined before the services are performed) alone do not qualify as support for charges to Federal awards, but may be used for interim accounting purposes only.

26.5 Grantee understands that financial reports are required as an accounting of expenditures for either reimbursement or ADHS-approved advance payments.

26.6 The final request for reimbursement of grant funds must be received by the ADHS no later than sixty (60) days after the last day of the award period.

26.7 All goods and services must be received or have reasonable expectations thereof and placed in service by Grantee by the expiration of this award.

26.8 Grantee agrees that all encumbered funds must be expended and that goods and services must be paid by GRANTEE within sixty (60) days of the expiration of this award unless funding guidelines permit funds to be used at a future date.

26.9 Grantee agrees to remit all unexpended grant funds to the ADHS within thirty (30) days of written request from the ADHS.

26.10 Grantee agrees to account for interest earned on federal grant funds and shall manage interest income in accordance with the Cash Management Improvement Act of 1990 and as indicated in the State of Arizona Accounting Manual (SAAM) located at the following website. https://gao.az.gov/publications/saam Interest earned in excess of allowable limits must be remitted to the ADHS within thirty (30) days after receipt of a written request from the ADHS.

26.11 Grantee agrees not to use grant funds for food and/or beverage unless explicitly approved in writing by the ADHS.

26.12 Grantee agrees to comply with all applicable laws, regulations, policies and guidance (including specific cost limits, prior approvals and reporting requirements, where applicable) governing the use of grant funds for expenses related to conferences, meetings, trainings, and other events, including the provision of food and/or beverages at such events, and costs of attendance at such events unless explicitly approved in writing by the ADHS.

26.13 No funds shall be used to supplant federal, state, county or local funds that would otherwise be made available for such purposes. Supplanting means the deliberate reduction of state or local funds because of the existence of any grant funds.

26.14 Grantee agrees that grant funds are not to be expended for any indirect costs that may be incurred by Grantee for administering these funds unless explicitly approved in writing by the ADHS. This may include, but is not limited to, costs for services such as accounting, payroll, data processing, purchasing, personnel, and building use which may have been incurred by the Grantee.

26.15 Grantee will comply with the audit requirements of *OMB* Office of Management and Budget's (OMB) Uniform Administrative Requirements, Cost Principles and Audit Requirement for Federal Awards and provide the ADHS with the Single Audit Report and any findings within ninety (90) days of receipt of such finding(s). If the report contains no findings, the Grantee must provide notification that the audit was completed. All completed Single Audits should be uploaded in the format specified to the Federal Audit Clearinghouse no later than nine months after the entities fiscal year-end at the attached **Link**: https://harvester.census.gov/facweb/default.aspx/

26.16 Grantee understands and agrees that misuse of award funds may result in a range of penalties, including suspension of current and future funds, suspension or debarment from federal grants, recoupment of monies provided under an award, and civil and/or criminal penalties.

26.17 Grantee agrees not to do business with any individual, agency, company or corporation listed in the Excluded Parties Listing Service.

Link: *System for Award Management* https://www.sam.gov/portal/public/SAM/

26.18 Grantee agrees to ensure that, no later than the due date of the Grantee's first financial report after the award is made, Grantee and any subgrantees have a valid DUNS profile and active registration with the System for Award Management (SAM) database.

26.19 GRANTEE certifies that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement.

26.20 Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees) Grantee must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

26.21 GRANTEE certifies to comply with the Drug-Free Workplace Act of 1988, and implemented in 28 CFR Part 83, Subpart F, for grantees, as defined in 28 CFR, Part 83 Sections 83.620 and 83.650.

1. Background

The Arizona Immunization Program Office (AIPO) has contracted with County Health Departments (Contractor) since 1993 to provide immunization-related services. The Scope of Services reflects activities necessary to reach the national immunization goals and objectives outlined by the Centers for Disease Control and Prevention (CDC) and the U.S. Department of Health and Human Services Healthy People website. All objectives and related activities identified in this Scope of Services include the Contractor as well as all public health entities involved with immunizations within the Contractor's jurisdiction.

2. Objective

2.1 Enhance program stewardship and accountability for all publicly-purchased vaccine in support of the Vaccines for Children Program (VFC) and the Vaccines for Adults Program (VFA);

2.1 Provide vaccines to children and adults in accordance with recommendations of the CDC Advisory Committee on Immunization Practices (ACIP);

2.2 Assess and improve immunization coverage levels for children and adults;

2.3 Assure access to vaccines for eligible populations in Arizona; and

2.4 Prevent and control Vaccine-Preventable Diseases (VPD).

3. Scope of Service

The services shall be provided throughout the Contractor's jurisdiction. The Tasks described herein are provided to outline the services required and shall not be considered to be either comprehensive or restrictive to innovation or creativity on the part of the Contractor in the preparation of the work plan. The tasks, activities and deliverables shall be performed according to the state fiscal funding year of July - June.

4. Tasks

The Contractor shall provide:

4.1.1 Activity One (1) - VPD Outbreak and Pandemic Preparedness

4.1.2 The Contractor shall assist in VPD outbreaks and pandemic responses in coordination with equivalent county public health preparedness programs and other relevant partners. Immunization staff will contribute, when asked, to the development or revision of county public health preparedness program response plans. Preparedness activities may include mass vaccination exercises, identification of priority groups and hard-to-reach populations for immunization, and identification of critical infrastructure personnel,

4.1.3 Provide Supplemental Adult Flu activities as defined by the County Health Department and approved by the Immunization Program Office, to increase the flu vaccination rates for adults, especially high-risk adults, within the county. These efforts are intended to help keep hospitalization rates for flu down during the COVID-19 pandemic,

4.1.4 Improve vaccine cold storage capacity to include purchase of storage units (refrigerator, freezer [NOT ultra-cold freezer]), generators, portable refrigeration units. These efforts are intended to help keep vaccines viable during the COVID-19 pandemic,

4.1.5 Increase capacity for data entry and reminder recall activities, to include but not limited to additional staffing, or purchase of hardware and software equipment to accomplish this task. These efforts are intended to help track immunization data during the COVID-19 pandemic,

4.1.6 Enhance COVID-19 vaccination capability (or capacity). Funds can be utilized for staffing, materials/supplies, equipment, and travel related to efforts to successfully vaccinate adults and children within the community,

4.1.7 Enhance COVID-19 vaccination capability (or capacity) and throughput. The COVID-19 Vaccination Supplemental Funding (SUP Funds) can be utilized for but is not limited to the following: staffing, materials/supplies, equipment, and travel related to efforts to successfully vaccinate adults within the community, and

4.1.8 To improve vaccine equity within local jurisdictions local health departments serving racial and ethnic communities at increased risk of COVID-19 will implement their plans (previously provided to AIPO), to collaborate with other (non-immunization focused) programs within the local health departments or local government that have established community engagement programs, initiatives, or reach into those communities. Additionally, local health departments will hire a Vaccine Equity Coordinator who will coordinate efforts within the county. The COVID-19 Vaccination Equity Funding (EQUITY Funds) can also be utilized for but not limited to: staffing, materials/supplies, travel and general operating costs (capital outlay not allowed with this funding).

5. Requirements

The activities in this Agreement shall be performed by the Contractor, or its partners, for the purpose of increasing immunization coverage levels of children zero through eighteen (0–18) years of age and adults nineteen (19) years of age and older in both the public and private sectors of health care. Funds shall be used for immunization- related services and activities and in accordance with any federal and state regulations.

6. Deliverables

The Contractor shall:

6.1 Complete and submit, within thirty (30) days (but no later than forty-five (45) days) of the end of each quarter, a quarterly Contractor's Expenditure Report (CER), with supporting documentation, listing all immunization activities and reports for which reimbursement is due (refer to Exhibit One, Scheduled Reports Delivery) The Contractor is expected to use the funds received from the CER for immunization-related services and activities and in accordance with federal and state regulations;

7. Notices, Correspondence, and Reports

7.1 Notices, correspondence, reports and invoices/CERs from the Contractor to ADHS shall be sent to:

Contract Management Specialist
Immunization Program Office
Arizona Department of Health Services
150 N. 18th Avenue, Suite 260
Phoenix AZ 85007
Telephone: (602) 364-3626
Fax: (602) 364-3285

David Reyman
Contract Management Specialist
David.reyman@azdhs.gov

7.2 Notices, correspondence, and reports (and payments if sent to same address) from ADHS to the Contractor shall be sent to:

Pinal County Health Services District
Attn: Immunization Coordinator
971 N. Jason Lopez Circle, Bldg D
Florence, AZ 85132
Phone: 520-866-4454
Email: Carey.Lennon@pinal.gov

Activity	Frequency	Unit Rate	Unit of Measure	Total
Total Personnel/ERE; Salary/Fringe – May claim only salary and fringe benefits for immunization program staff/other staff who work to meet contract requirements	Yearly	N/A	Total	UP TO $3,771,635.00
Supplemental flu vaccination activities. (SAIF Funds)	As needed by June 30, 2024	N/A	Total	Not to exceed allocation= $175,000 (minus any payout from previous contract)
Improve vaccine cold storage capacity; increase capacity for data entry and reminder recall activities (IDEAS Funds)	As needed by June 30, 2024	N/A	Total	Not to exceed allocation= $125,000(minus any payout from previous contract)
Enhance VFC/COVID-19 activities (VIP Funds)	As needed by June 30, 2024	N/A	Total	Not to exceed allocation= $84,200.00 (minus any payout from previous contract)
IZCOVID4 COVID-19 Vaccination Equity Funding (Equity Funds)	As needed by June 30, 2024	N/A	Total	Not to exceed allocation= $3,387,435.00 (minus any payout from previous contract)

*Prices may be reviewed and adjusted annually over the term of the Agreement

Scheduled Reports Delivery

Reports	Due Date (based on State Fiscal Year Funding of July – June)
CERs to include pertinent documentation, such as receipts, invoices, payroll expense reports, time sheets	1st Quarter – October 30th (No later than Nov. 15) 2nd Quarter – January 30th (No later than Feb. 15) 3rd Quarter – April 30th (No later than May 15) 4th Quarter – July 30th (No later than Aug. 15)

EQUITY

Exhibit 2 CFR 200.332

§200.332

Requirements for Pass through entities.

All pass-through entities must:

(a) Ensure that every subaward is clearly identified to the subrecipient as a sb award and includes the following information at the time of the subaward and if any of these data elements change, include the changes in subsequent subaward modifications. When some of the information is not available to describe the Federal award and subaward.

Prime Awardee:	**Arizona Department of Health Services**
DUNS #	
Federal Award Identification (Grant Number):	6 NH23IP922-02-04
Subrecipient name (which must match the name associated with its unique entity identifier):	Pinal County
Subrecipient's unique entity identifier (DUNS #):	GX4FM9VQD7W3
Federal Award Identification Number (FAIN, sometimes it's the same as the Grant Number):	NH231P922599
Federal Award Date (see the definition of Federal award date in § 200.1 of this part) of award to the recipient by the Federal agency:	3/3/2021
Subaward Period of Performance Start and End Date:	07/01/2019 - 6/30/2024
Subaward Budget Period Start and End Date:	7/1/2020 - 6/30/2021
Amount of Federal Funds Obligated by this action by the pass- through entity to the subrecipient (this is normally the contract amount):	$3,387,435.00
Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current financial obligation (how much is available for contracts):	$11,298,059.00
Total Amount of the Federal Award committed to the subrecipient by the pass-through entity:	$147,085,219.00
Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA):	CDC-RFA-1P19-1901 Innumiczation and Vaccines for Chldren
Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity:	Center for Disease Control Prevention

Assistance Listings number and Title; the pass-through entity must identify the dollar amount made available under each Federal award and the Assistance Listings Number at time of disbursement:	93.268 Immunization Cooperative Agreements
Identification of whether the award is R&D:	N/A
Indirect cost rate for the Federal award (including the de minimis rate is charged) per § 200.414:	10%

IDEAS

Exhibit - 2 CFR 200.332

§ 200.332
Requirements for pass-through entities.
All pass-through entities must:
(a) Ensure that every subaward is clearly identified to the subrecipient as a subaward and includes the following information at the time of the subaward and if any of these data elements change, include the changes in subsequent subaward modification. When some of this information is not available, the pass-through entity must provide the best information available to describe the Federal award and subaward.

Prime Awardee:	**Arizona Department of Health Services**
DUNS #	**QMWUG1AMYF65**
Federal Award Identification (Grant Number):	6 NH23IP922599-02-01
Subrecipient name (which must match the name associated with its unique entity identifier):	Pinal County
Subrecipient's unique entity identifier (DUNS #):	GX4FM9VQD7W3
Federal Award Identification Number (FAIN, sometimes it's the same as the Grant Number):	NH23IP922599
Federal Award Date (see the definition of Federal award date in § 200.1 of this part) of award to the recipient by the Federal agency;	09/23/2020
Subaward Period of Performance Start and End Date;	07/01/2019 - 06/30/2024
Subaward Budget Period Start and End Date:	07/01/2020 - 06/30/2021
Amount of Federal Funds Obligated by this action by the pass-through entity to the subrecipient (this is normally the contract amount):	$125,000.00
Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current financial obligation (how much is available for contracts):	$8,992,059.00
Total Amount of the Federal Award committed to the subrecipient by the pass-through entity	$12,181,923.00
Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA)	CDC-RFA-IP19-1901 Immunization and Vaccines for Children

Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity	Centers for Disease Control and Prevention
Assistance Listings number and Title; the pass-through entity must identify the dollar amount made available under each Federal award and the Assistance Listings Number at time of disbursement:	93.268 - Immunization Cooperative Agreements
Identification of whether the award is R&D	
Indirect cost rate for the Federal award (including if the de minimis rate is charged) per § 200.414	

Exhibit - 2 CFR 200.332

§ 200.332
Requirements for pass-through entities.
All pass-through entities must:
(a) Ensure that every subaward is clearly identified to the subrecipient as a subaward and includes the following information at the time of the subaward and if any of these data elements change, include the changes in subsequent subaward modification. When some of this information is not available, the pass-through entity must provide the best information available to describe the Federal award and subaward.

Prime Awardee:	**Arizona Department of Health Services**
DUNS #	**QMWUG1AMYF65**
Federal Award Identification (Grant Number):	6 NH23IP922599-02-01
Subrecipient name (which must match the name associated with its unique entity identifier):	Pinal County
Subrecipient's unique entity identifier (DUNS #):	GX4FM9VQD7W3
Federal Award Identification Number (FAIN, sometimes it's the same as the Grant Number):	NH23IP922599
Federal Award Date (see the definition of Federal award date in § 200.1 of this part) of award to the recipient by the Federal agency;	06/04/2020
Subaward Period of Performance Start and End Date;	07/01/2019 - 06/30/2024
Subaward Budget Period Start and End Date:	07/01/2020 - 06/30/2021
Amount of Federal Funds Obligated by this action by the pass-through entity to the subrecipient (this is normally the contract amount):	$175,000.00
Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current financial obligation (how much is available for contracts):	$4,718,951.00
Total Amount of the Federal Award committed to the subrecipient by the pass-through entity	$10,903,078.00
Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA)	CDC-RFA-IP19-1901 Immunization and Vaccines for Children

Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity	Centers for Disease Control and Prevention
Assistance Listings number and Title; the pass-through entity must identify the dollar amount made available under each Federal award and the Assistance Listings Number at time of disbursement:	93.268 - Immunization Cooperative Agreements
Identification of whether the award is R&D	N/A
Indirect cost rate for the Federal award (including if the de minimis rate is charged) per § 200.414	10%

Exhibit - 2 CFR 200.332

§ 200.332
Requirements for pass-through entities.
All pass-through entities must:
(a) Ensure that every subaward is clearly identified to the subrecipient as a subaward and includes the following information at the time of the subaward and if any of these data elements change, include the changes in subsequent subaward modification. When some of this information is not available, the pass-through entity must provide the best information available to describe the Federal award and subaward.

Prime Awardee:	Arizona Department of Health Services
DUNS #	QMWUG1AMYF65
Federal Award Identification (Grant Number):	6 NH23IP922599-02-02
Subrecipient name (which must match the name associated with its unique entity identifier):	Pinal County
Subrecipient's unique entity identifier (DUNS #):	GX4FM9VQD7W3
Federal Award Identification Number (FAIN, sometimes it's the same as the Grant Number):	NH23IP922599
Federal Award Date (see the definition of Federal award date in § 200.1 of this part) of award to the recipient by the Federal agency;	09/23/2020
Subaward Period of Performance Start and End Date;	07/01/2019 - 06/30/2024
Subaward Budget Period Start and End Date:	07/01/2020 - 06/30/2021
Amount of Federal Funds Obligated by this action by the pass-through entity to the subrecipient (this is normally the contract amount):	$84,200.00
Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current financial obligation (how much is available for contracts):	$11,298,059.00
Total Amount of the Federal Award committed to the subrecipient by the pass-through entity	$15,546,386.00
Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA)	CDC-RFA-IP19-1901 Immunization and Vaccines for Children

Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity	Centers for Disease Control and Prevention
Assistance Listings number and Title; the pass-through entity must identify the dollar amount made available under each Federal award and the Assistance Listings Number at time of disbursement:	93.268 - Immunization Cooperative Agreements
Identification of whether the award is R&D	N/A
Indirect cost rate for the Federal award (including if the de minimis rate is charged) per § 200.414	10%

PINAL COUNTY
WIDE OPEN OPPORTUNITY

AGENDA ITEM

February 7, 2024 ADMINISTRATION BUILDING A
FLORENCE, ARIZONA

REQUESTED BY:

Funds #:

Dept. #:

Dept. Name: Clerk of the Board

Director: Natasha Kennedy

BRIEF DESCRIPTION OF AGENDA ITEM AND REQUESTED BOARD ACTION:

Pursuant to A.R.S. 38-431.02, NOTICE IS HEREBY GIVEN, that the public will have physical access to the meeting room at 9:15 AM.

BRIEF DESCRIPTION OF THE FISCAL CONSIDERATIONS AND/OR EXPECTED FISCAL IMPACT OF THIS AGENDA ITEM:

BRIEF DESCRIPTION OF THE EXPECTED PERFORMANCE IMPACT OF THIS AGENDA ITEM:

MOTION:

History

Time	Who	Approval

ATTACHMENTS:

Click to download
No Attachments Available

PINAL COUNTY
WIDE OPEN OPPORTUNITY

AGENDA ITEM

February 7, 2024 ADMINISTRATION BUILDING A
FLORENCE, ARIZONA

REQUESTED BY:

Funds #:

Dept. #:

Dept. Name: Clerk of the Board

Director: Natasha Kennedy

BRIEF DESCRIPTION OF AGENDA ITEM AND REQUESTED BOARD ACTION:

Meeting Notice of Posting

BRIEF DESCRIPTION OF THE FISCAL CONSIDERATIONS AND/OR EXPECTED FISCAL IMPACT OF THIS AGENDA ITEM:

BRIEF DESCRIPTION OF THE EXPECTED PERFORMANCE IMPACT OF THIS AGENDA ITEM:

MOTION:

History

Time	Who	Approval

ATTACHMENTS:

Click to download
Notice of Posting

PINAL COUNTY

WIDE OPEN OPPORTUNITY

MEETING NOTICE OF POSTING

STATE OF ARIZONA

COUNTY OF PINAL

I, Natasha Kennedy, being duly sworn upon her oath, says as follows:

I am the appointed Clerk of the Pinal County Board of Supervisors.

In my position as Clerk of the Board of Supervisors and Board of Directors, I am responsible for posting all Agendas.

Pursuant to A.R.S. 38-431.02 notice is hereby given that the Pinal County Board of Supervisors and Pinal County Board of Directors will hold a Regular meeting on **Wednesday, February 7, 2024 at 9:30 AM** in the Board Hearing Room, 1891 Historic Courthouse, Administrative Complex, located at 135 N. Pinal Street, Florence, Arizona 85132. The public will have physical access to the meeting room at 9:15 AM.

Notice of Possible Recess: The Board may take a Recess around 12:30 PM and the meeting will reconvene around 1:00 PM.

Board Meetings are broadcasted live and the public may access the meeting on the County Website at Pinal.gov under "Meeting Videos."

Board Agendas are available on the County Website at Pinal.gov under "Agendas & Minutes."

At any time during business hours, citizens may reach the Clerk of the Board Office at (520) 866-6068 or via email at **ClerkoftheBoard@pinal.gov** for information about Board meeting participation.

Note: One or more members of the Board may participate in this meeting by telephonic conference call.

I hereby further certify that I caused to be posted this Friday, February 2, 2024, around 11:00 AM the Regular Agenda, Flood Control District Agenda, Public Health Services District Agenda, and Executive Session as follows:

1. A kiosk located outside the front entrance to The Old Historical Courthouse, Administrative Complex Building, 135 North Pinal Street, Florence, Arizona 85132
2. County Website under Agendas & Meetings located at Pinal.gov
3. Emailed the NOVUS Agenda Distribution List and Clerk of the Board Notification Distribution List

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the Official Pinal County, Arizona Seal this 2nd day of February, 2024.

THE SEAL OF PINAL COUNTY ARIZONA

Natasha Kennedy
Clerk of the Board of Supervisors
Pinal County, Arizona

CLERK OF THE BOARD OF SUPERVISORS
1891 Historic Courthouse | 135 North Pinal Street | P.O. Box 827 | Florence, AZ 85132 | **T:** 520-866-6068
www.pinal.gov