



NOTICE OF PUBLIC MEETING AND EXECUTIVE SESSION
PINAL COUNTY PUBLIC HEALTH SERVICES DISTRICT
BOARD OF DIRECTORS
AGENDA
Wednesday, May 1, 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 April 3, 2024, Board of Directors Public Health Services District Meeting. (Natasha Kennedy)
- * B. Discussion/approval/disapproval of Amendment No. 6 of the Intergovernmental Agreement (IGA), Contract No. YH16-0018-09 between the Arizona Health Care Cost Containment System (AHCCCS) and Pinal County. This amendment changes the rates referenced in the IGA and the quarterly estimated State match advance payment. The IGA established procedures to permit AHCCCS to pay for medical services that qualify for Federal Financial Participation provided to the inmates of the Pinal County Jail Detention facilities. (Kore Redden/Merissa Mendoza)
- * C. Discussion/approval/disapproval of the Award Agreement under the Sexually Transmitted Infection (STI) Screening Program between Arizona Family Health Partnership, hereby referred to as Affirm Sexual and Reproductive Health, and Pinal County through the Pinal County Board of Supervisors beginning January 1, 2024, ending December 31, 2024, for a total maximum of \$33,000. This grant will be used by Public Health to provide STI testing and treatment to sexually active female clients 24 years of age and younger as well as gonorrhea and syphilis testing to sexually active male and female clients 34 years of age and younger under the Family Planning Program. A pro-rated amount was adopted in the FY23/24 budget. The remaining amount will be budgeted in FY 24/25. There is no impact on the General Fund. (Carey Lennon/Merissa Mendoza)

- * D. Discussion/approval/disapproval of Amendment No. 1 of Award Agreement No. CTR063850 under the Arizona Prescription Drug Overdose Prevention Program grant program between the Arizona Department of Health Services and Pinal County, through the Pinal County Board of Supervisors beginning September 30, 2023, ending September 29, 2024, for \$50,000. This grant will be used by the department to maintain an Overdose Fatality Review Team. This multidisciplinary review of the circumstances surrounding overdose deaths within Pinal County, and makes systems and policy recommendations aimed at decreasing overdoses. A pro-rated amount was adopted in the FY23/24 budget. The remaining amount will be budgeted in FY 24/25. There is no impact on the General Fund. (Jan Vidimos/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

May 1, 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 April 3, 2024, Board of Directors Public Health Services District Meeting. (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	Who	Approval
Time		

ATTACHMENTS:

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PINAL COUNTY

WIDE OPEN OPPORTUNITY

**PINAL COUNTY PUBLIC HEALTH SERVICES DISTRICT
BOARD OF DIRECTORS
MINUTES
Wednesday, April 3, 2024
12:58 PM**

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 12:58 p.m. this date. The meeting was called to order by Vice-Chairman McClure, Presiding as Chairman.

Members Present: Vice-Chairman Jeffrey McClure, Presiding as Chairman; Chairman Mike Goodman; Director Stephen Q. Miller; Director Jeff Serdy

Members Appearing Telephonically: Director Kevin Cavanaugh

Staff Present: Deputy County Manager, Himanshu Patel; 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.

Vice-Chairman McClure, Presiding as Chairman 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 and B for the Pinal County Public Health Services District

Motion Made By: Supervisor Miller

Seconded By: Supervisor Serdy

To approve Consent Agenda Items A and B for the Pinal County Public Health Services District.

Motion Passed

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

- * A. Discussion/approval/disapproval of Minutes from February 21, 2024, and March 6, 2024, Board of Directors Public Health Services District Meetings. (Natasha Kennedy)
- * B. Discussion/approval/disapproval of Amendment 1 to the Contract under the Family Planning Program between Affirm Sexual and Reproductive Health and Pinal County Public Health Services District, through the Pinal County Board of Supervisors, for supplemental funding in the amount of \$20,400 for reimbursement of program office supplies. The award is included in the FY23/24 budget. No impact to the general fund. (Carey Lennon/Merissa Mendoza)

12:59 p.m. – Vice-Chairman McClure, Presiding as Chairman adjourned the April 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**

Presiding as Chairman, Jeffrey McClure
Vice-Chairman

ATTEST:

Natasha Kennedy, Clerk of the Board

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

Approval of Minutes: May 1, 2024



PINAL COUNTY
WIDE OPEN OPPORTUNITY

AGENDA ITEM

May 1, 2024 ADMINISTRATION BUILDING A
FLORENCE, ARIZONA

REQUESTED BY:

Funds #: 82

Dept. #: 359

Dept. Name: Public Health

Director: Merissa Mendoza

BRIEF DESCRIPTION OF AGENDA ITEM AND REQUESTED BOARD ACTION:

Discussion/approval/disapproval of Amendment No. 6 of the Intergovernmental Agreement (IGA), Contract No. YH16-0018-09 between the Arizona Health Care Cost Containment System (AHCCCS) and Pinal County. This amendment changes the rates referenced in the IGA and the quarterly estimated State match advance payment. The IGA established procedures to permit AHCCCS to pay for medical services that qualify for Federal Financial Participation provided to the inmates of the Pinal County Jail Detention facilities. (Kore Redden/Merissa Mendoza)

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

There is no impact to the general fund.

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

The IGA established procedures to permit AHCCCS to pay for medical services that qualify for Federal Financial Participation provided to the inmates of the Pinal County Jail Detention facilities.

MOTION:

Approve as presented.

History

Time	Who	Approval
4/19/2024 10:13 AM	County Attorney	Yes
4/19/2024 12:13 PM	Grants/Hearings	Yes
4/23/2024 12:49 PM	Budget Office	Yes
4/24/2024 4:58 PM	County Manager	Yes
4/25/2024 9:10 AM	Clerk of the Board	Yes

ATTACHMENTS:

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[Contract](#)

[Contract Amendment 5](#)

[Contract Amendment 6](#)

**INTERGOVERNMENTAL AGREEMENT
FOR AHCCCS INMATE HOSPITALIZATION
YH16-0018-09**

This Intergovernmental Agreement (“Agreement”) is entered into by and between Pinal County, a political subdivision of the State of Arizona, and the Arizona Health Care Cost Containment System (“AHCCCS”), and shall be effective January 1, 2018 and terminated pursuant to the terms set forth in this agreement.

RECITALS

WHEREAS, AHCCCS is duly authorized to execute and administer Agreements under A.R.S. §§ 36-2903 *et seq.*, 36-2932 *et seq.* and 11-952; and

WHEREAS, Pinal County is duly authorized to enter into this Agreement under A.R.S. § 11-952; and

WHEREAS, Pinal County and AHCCCS are authorized by A.R.S. § 11-951 *et seq.* to enter into Intergovernmental Agreements for cooperative action pertaining to reimbursement or advancements of funds for services performed; and

WHEREAS, Pinal County and AHCCCS wish to enter into this Agreement in order to establish procedures to permit AHCCCS to pay for Medical services that qualify for Federal Financial Participation (FFP) provided to Inmates of the Pinal County jail detention facilities or other penal facilities.

WHEREAS, Pinal County is responsible for the oversight, management and the provision of healthcare services to detainees in the custody of the Sheriff’s Department and utilizes outside healthcare vendors for the provision of healthcare services; and

WHEREAS, The medical services program of Pinal County Correctional Health is administered by the COUNTY through Wexford Health Sources, which is a Covered Entity for purposes of compliance with the Health Insurance Portability and Accountability Act (HIPAA); and

WHEREAS, the Wexford Health Sources, Inc. has been designated by the County as a health care component consistent with 45 CFR 164.105(a)(2)(iii)(D).

NOW, THEREFORE, Pinal County and AHCCCS (collectively, the “Parties”), pursuant to the above and in consideration of the matters hereinafter set forth, do mutually agree as follows:

AGREEMENT

1. **DEFINITIONS** Unless otherwise defined in this Agreement, all terms shall have the same meaning as set forth in Title 36 of the Arizona Revised Statutes.
 - 1.1. **AAC:** Arizona Administrative Code
 - 1.2. **ADES:** Arizona Department of Economic Security
 - 1.3. **AGREEMENT:** This document, together with any and all attachments, appendices, exhibits, schedules and future amendments as agreed to by the Parties.
 - 1.4. **AHCCCS:** Arizona Healthcare Cost Containment System
 - 1.5. **AHCCCS PROVIDER MANUAL:** The Fee-for-Service Provider Manual promulgated by AHCCCS. The AHCCCS Provider Manual is available online at:
<http://www.azahcccs.gov/commercial/ProviderBilling/manuals/FFSProviderManual.aspx>
 - 1.6. **APPLICANT:** A person who submits, or whose authorized representative submits a written, completed, signed, and dated eligibility application for AHCCCS benefits.
 - 1.7. **ARS:** Arizona Revised Statutes
 - 1.8. **CFR:** United States Code of Federal regulations, the official compilation of Federal rules and requirements.
 - 1.9. **CLEAN CLAIM:** Clean claim means one that can be processed without obtaining additional information from the provider of the service.
 - 1.10. **CORRECTIONAL HEALTH ELIGIBILITY COORDINATOR:** A person designated by the County to coordinate and initiate the eligibility process for hospitalized inmates.
 - 1.11. **CMS:** Centers for Medicare and Medicaid Services, a Federal agency within the U.S. Department of Health and Human Services.
 - 1.12. **CMS-37:** A report providing the State estimate of the quarterly award from the Federal government.
 - 1.13. **DAY:** A calendar day, unless specified otherwise.
 - 1.14. **DOCUMENTATION:** Copies of evidence that support an Applicant's eligibility determination. Documentation includes, but is not limited to, any of the following: birth certificates, death certificates, court orders, insurance policies, pay stubs, award letters, medical bills, expenses, letters and responses from collateral sources, Applicant's authorization to share the eligibility information and the COUNTY's or AHCCCS' entries in case records.

- 1.15. **EMERGENCY MEDICAL SERVICES:** Services provided to treat a medical condition manifesting itself by acute symptoms of sufficient severity, including severe pain that the absence of immediate medical attention could reasonably be expected to result in any of the following:
- 1.15.1. labor and delivery;
 - 1.15.2. placing the patient's health in serious jeopardy
 - 1.15.3. serious impairment to bodily functions; or
 - 1.15.4. serious dysfunction of any bodily organ or part.
- 1.16. **EXPARTE INMATE ELIGIBILITY DETERMINATION:** A determination of Inmate eligibility made by AHCCCS after the person is released from a jail, detention facility or other penal facility and is no longer an Inmate at the time of the eligibility determination.
- 1.17. **FEDERAL EMERGENCY SERVICES PROGRAM (FESP):** A Federal emergency services program covered under AAC R9-22-217, to treat an emergency medical condition for an Applicant who is determined eligible under A.R.S § 36-2903.03(D).
- 1.18. **FFP:** Federal Financial Participation refers to the Federal matching rate that the Federal government makes to the Title XIX program portion of AHCCCS, which are the monies that AHCCCS can claim from CMS for the Federal share of AHCCCS Program service and administration costs.
- 1.19. **IBNR:** Incurred But Not Reported claims refers to claims with dates of service within the effective dates of this Agreement but which have not been invoiced or recorded in the AHCCCS claims system.
- 1.20. **IMD:** Institution for Mental Disease as defined in 42 CFR 435.1010.
- 1.21. **INMATE:** A person, either adult or juvenile, who is living in a County jail, detention facility, or other penal facility, or in a Medical Institution where but for an illness or an injury, the person would be living in a County jail or detention facility or other penal facility, and who may be eligible for FFP payment as determined by AHCCCS.
- 1.22. **INPATIENT:** As it relates to an inmate, is a patient who has been admitted to a Medical Institution as an inpatient as defined in 42 CFR 435.1010. An Inpatient is a patient who has been admitted to a Medical Institution as an inpatient in a non-secure ward on recommendation of a physician or dentist and who:
- 1.22.1. Receives room, board and professional services in the institution for a 24 hour period or longer; or
 - 1.22.2. Is expected by the institution to receive room, board and professional services in the institution for a twenty-four (24) hour period or longer even though it later develops that the patient dies, is discharged or is transferred to another facility and does not actually stay in the institution for twenty-four (24) hours.

- 1.23. **MEDICAL INSTITUTION:** Any facility, including IMDs providing FFP qualifying services, that is engaged in the delivery of health care services and is authorized to do so by the state in which those services are delivered. Medical Institution means an institution that:
- 1.23.1. Is organized to provide medical care, including medical, surgical, psychiatric, nursing and convalescent care;
 - 1.23.2. Has the necessary professional personnel, equipment, and facilities to manage the medical, nursing, and other health needs of patients on a continuing basis in accordance with accepted standards;
 - 1.23.3. Is authorized under State law to provide medical care;
 - 1.23.4. Is staffed by professional personnel who are responsible to the institution for professional medical and nursing services. The services must include adequate and continual medical care and supervision by a physician; registered nurse or licensed practical nurse supervision and services and nurses' aid services, sufficient to meet nursing care needs; and a physician's guidance on the professional aspects of operating the institution; and
 - 1.23.5. Services are rendered on a non-secure ward.
- 1.24. **MEDICAL SERVICES:** Services provided by a medical provider in the community, including Medical Institution. Medical Services includes, but is not limited to, medical, surgical, psychiatric, diagnostic, and specialty physician services.
- 1.25. **MEMBER:** An Inmate who qualifies for Title XIX coverage.
- 1.26. **PROVIDER:** Any individual or entity that is engaged in the delivery of health care services and that is authorized to do so by the state in which those services are delivered.
- 1.27. **RECIPIENT:** A person who has been determined eligible to receive AHCCCS benefits.
- 1.28. **REVIEW:** An analysis of all factors affecting a family's or person's eligibility.
- 1.29. **STATE:** The State of Arizona.
- 1.30. **STATE MATCH:** The percentage of payment for health services usually paid by the State; but under this contract paid to the State by County to qualify for FFP.
- 1.31. **SUBCONTRACT:** Any contract or agreement between the COUNTY and a third party to provide, or be accountable for providing a service.
- 1.32. **TITLE XIX:** That section of the Social Security Act that authorizes the Medicaid Program.

2. PURPOSE OF THIS AGREEMENT

The purpose of this Agreement is for Pinal County and AHCCCS to jointly develop, and mutually agree upon, an eligibility application and determination process that complies with both Federal and State laws, regulations, rules and appropriate CMS approval and to adjudicate and pay claims for covered services provided to Members in accordance with Federal and State laws, regulations, and rules. This Agreement is entered into pursuant to A.R.S. § 36-2903 to provide AHCCCS with the appropriate State Match in order to pay for Medical Services that qualify for FFP provided to Inmates who qualify for Title XIX while they are an inpatient in a non-secure ward of a Medical Institution. It also provides AHCCCS with the funds to pay for administrative costs associated with this Agreement.

3. TERM

3.1. This Agreement is effective January 1, 2018 and shall remain in effect for an initial term of five (5) years, with the possibility of additional extensions of five years each or any portion thereof through an amendment executed by the parties, unless terminated pursuant to the terms and conditions of this Agreement. Any material change to this Agreement shall be through an amendment and shall become effective on the date executed by the parties.

4. SCOPE

4.1. Eligibility Requirements and Application Process:

When required to determine a non-citizen's eligibility for the FES only, the disability determination will be made by ADES, Disability Determination Services Administration (DDSA), pursuant to an agreement between AHCCCS and ADES, for an additional cost to Pinal County as set forth in **Attachment A** to this Agreement.

4.2. Claims Processing And Payment:

4.2.1. AHCCCS Administration and Pinal County will jointly develop and mutually agree to a claims processing and payment process that complies with both Federal and State laws, regulations, and rules; and is not in conflict with the provisions of this contract.

4.2.2. AHCCCS will process and pay clean claims in accordance with AHCCCS policies and procedures.

4.3. Mutual Data Exchange:

Subject to the confidentiality rules specified in AAC R9-22-512, 42 CFR Part 431, Subpart F, and 45 CFR, Parts 160 and 164, AHCCCS and Pinal County will timely provide to each other any information that may be required for program administration. Upon the request of either party, AHCCCS and the Pinal County will meet to address any issues regarding the transmission of information, identify corrective actions required, and monitor the effectiveness of the corrective actions. Pinal County and AHCCCS will cooperate with all parties in the corrective actions. Pinal County and AHCCCS will cooperate with all parties in the determination of an Applicant's eligibility for the Program, including supplying any needed information. AHCCCS and Pinal County shall provide the information to each other in a timely manner.

4.4. **AHCCCS Rights and Obligations:**

4.4.1. **Eligibility Decision:**

- 4.4.1.1. AHCCCS /ADES shall determine the eligibility of Inmates who apply for Title XIX while an Inpatient in an acute hospital and not in a separate county or contracted hospital unit that houses only county/state inmates. An eligibility determination for non-citizens who do not qualify for full Medical Services will be completed when the services qualify under A.R.S § 36-2903.03 (D) as an emergency service and when required, Pinal County agrees to pay the cost of any DDSA determination in the amount set forth in **Attachment A** of this Agreement. The eligibility determination may also include an Ex Parte Inmate Eligibility Determination when appropriate. Pinal County is not financially liable for an Ex Parte Eligibility Determination.
- 4.4.1.2. AHCCCS/ADES shall contact the COUNTY, as appropriate and consistent with applicable privacy laws, to obtain additional information required to complete an Applicant's application and to determine the person's ongoing eligibility.
- 4.4.1.3. AHCCCS/ADES shall issue a decision notice to the Applicant and a copy to the COUNTY in accordance with the confidentiality rules of Title XIX.

4.4.2. **Payment for Services in Agreement:**

Payments made to AHCCCS by Pinal County pursuant to this Agreement are conditioned upon the availability of Pinal County funds authorized for expenditure in the manner and for the purpose(s) stated herein. AHCCCS is not liable for any purchases of subcontracts entered into by Pinal County in anticipation of such funding. **AHCCCS is not responsible for any payments to a Medical Institution or Provider for claims submitted under this Agreement if Pinal County has not provided the State Match for such payments.**

Notwithstanding the provisions of the terms and conditions "Amendments" section of this Agreement (2.0), AHCCCS and Pinal County agree that changes in the claims processing and payment procedures that do not have a monetary effect may be made from time to time by mutual written agreement of the Assistant Director of AHCCCS and Pinal County. Such changes shall become effective and binding without execution of an amendment to this Agreement.

4.4.3. **AHCCCS Payment Recoupment from Medical Institutions and Providers:**

- 4.4.3.1. AHCCCS shall require Medical Institutions and Providers submitting claims to reimburse AHCCCS upon demand or AHCCCS shall deduct from future payments to the Medical Institutions or Providers any amount:
 - 4.4.3.1.1. Received by a Medical Institution or Provider from AHCCCS for Agreement services that have been inaccurately reported or paid or are found to be for an excluded service; or

4.4.3.1.2. Paid by AHCCCS for which a Medical Institution's or Provider's books, records, and other documents are not sufficient to clearly confirm that those amounts were used by the Medical Institution or Provider to perform billed services; or

4.4.3.1.3. Identified as a questioned cost as the result of a financial management review or audit.

4.4.3.2. For purposes of this Agreement only, Pinal County is responsible to reimburse AHCCCS for payments for services rendered that are not eligible for Federal Financial Participation (FFP) if AHCCCS is unable to recoup payments from the Medical Institutions or Providers. Pinal County is not responsible for services where AHCCCS failure to recoup payments from Medical Institutions and Providers is due to AHCCCS' negligence or inattention.

4.4.3.3. If an Inmate is not AHCCCS eligible, and if Pinal County is legally required to pay the medical expenses for the Inmate, Pinal County shall pay Medical Institutions or Providers for services rendered if AHCCCS has recouped funds. This section does not obligate Pinal County to pay a Medical Institution or Provider in excess of the terms of a contract between Pinal County and a Medical Institution or Provider, or, where there is no contract, the actual cost of care.

4.4.4. Monitoring:

AHCCCS shall monitor services covered by this Agreement that are provided by any Medical Institution, Provider, or any Provider subcontractor to ensure compliance with the AHCCCS Provider Manual.

4.4.5. Visitation, Inspection and Copying:

After the date of this Agreement, all related Pinal County contracts with Medical Institutions, Providers and Providers' subcontractors shall require that the Medical Institution's, Provider's or a subcontractor's facilities, services, books, accounts, reports, files, and other records directly related to this Agreement shall be subject at all reasonable times to visitation, inspection, and copying by AHCCCS and any other appropriate agent of State or Federal government for five (5) years after completion of this Agreement. Such records shall be available at the Medical Institution's, Provider's, or a subcontractor's offices or shall be produced at the AHCCCS main office or any other office designated by AHCCCS.

4.5. COUNTY's Rights and Obligations

4.5.1. Application for Title XIX:

4.5.1.1. Pinal County shall appoint a Correctional Health Eligibility Coordinator to assist Inmates who potentially qualify for Title XIX coverage while an Inpatient in an acute hospital, with the AHCCCS application process. Before assisting an

individual with the application process, Pinal County shall obtain the Inmates' authorization to apply for AHCCCS in accordance with AAC R9-22-1406.

- 4.5.1.2. The Correctional Health Eligibility Coordinator shall obtain the Applicant's authorization for AHCCCS to release eligibility information to Pinal County and Pinal County shall maintain the confidentiality of the Applicant's records in accordance with AAC R9-22-512.
- 4.5.1.3. The Correctional Health Eligibility Coordinator shall attempt to obtain the required Documentation to establish eligibility for the budget month and to assist the AHCCCS Administration or the ADES in obtaining any information required for the Inmate's ongoing eligibility.
- 4.5.1.4. When authorized by an Inmate to assist with the application, the Correctional Health Eligibility Coordinator shall take the application and obtain the Applicant's signature in the month of the hospital stay. The completed application, all verification and Documentation will be submitted to AHCCCS during the first week of the month following the month of application. For cases in which additional time is needed to collect appropriate verification and/or Documentation, the Correctional Health Eligibility Coordinator will submit the application as soon as the Documentation is complete, but no later than the 15th of the month following the month of application. The month of application is the month in which the inpatient service is received and the appropriate party signs the application.
- 4.5.1.5. The Correctional Health Eligibility Coordinator will not submit an application on inmates that are treated in the secure ward of the hospital. If the inmates were treated in both the secure and non-secure ward of the hospital the Correctional Health Eligibility Coordinator will identify those secure days on the application to ensure the eligibility segment identifies them as non-eligible.

4.5.2. Advance payment for Medical Services and Administrative Costs by the COUNTY:

- 4.5.2.1. Quarterly estimates of the State Match payments for program services will be determined based on the prior year's dollar value of claims and any additional information provided by Pinal County. For the initial year of the Agreement, Pinal County must provide an estimate of the number of paper claims, electronic claims and applications to be processed as well as an estimate of the dollar value of claims to be paid. The quarterly estimates will be documented on **Attachment B** of this Agreement. Based on these estimates, Pinal County shall make an advance payment to AHCCCS of the estimated amount on or before the last business day of the first month of each quarter. AHCCCS may request additional State Match funds for program services to be advanced more frequently than quarterly to address an increase in the volume of claims or dollar value of claims to be processed.

- 4.5.2.2. The State Match for the administrative costs of this Agreement per application or claim is estimated to be as shown in **Attachment A**. Any changes to the estimated State Match for the administrative costs may only be assessed by written agreement of the Parties.
- 4.5.2.3. AHCCCS will calculate a quarterly invoice for the State Match of the administrative fees of this Agreement based on the actual costs, number of electronic claims, paper claims and applications processed for the quarter. The quarterly invoice will be emailed to Pinal County by the last business day of the month following the end of the quarter. The quarterly administrative fees owed to AHCCCS will be deducted from the amount Pinal County has on deposit. If sufficient funds are not on deposit, Pinal County will pay AHCCCS for the remainder of the administrative fees so that AHCCCS will receive the monies due within thirty (30) days of the invoice date.
- 4.5.2.4. AHCCCS shall deposit the quarterly advance payments made by Pinal County into a separate account (the State Match Fund). All funds in the State Match Fund are the property of Pinal County until withdrawn by AHCCCS to pay the State Match on a claim or administrative fees. AHCCCS will inform Pinal County of the State Match Fund balance as of the end of each quarter in a report received with the quarterly administrative fees invoice. This report will be emailed by the last business day of the month following the end of the quarter. Notwithstanding the previous sentence, AHCCCS will immediately inform Pinal County if, at any time, the State Match Fund contains less than twenty five percent (25%) of the quarterly estimate of the State Match advance payments for program services documented on **Attachment B** of this Agreement. **In the event the State Match Fund falls below twenty five percent (25%) of the quarter estimate of the State Match advance payments for program services documented on Attachment B of this Agreement, Pinal County shall pay into the State Match Fund sufficient money to increase the Fund to the quarterly estimate of the State Match documented in Attachment B.** Any amount in the State Match Fund that is not expended at the end of a quarter shall be applied to the advance payment for the subsequent quarter, and AHCCCS shall reduce the estimate for the subsequent quarter by such amount. If at any time this Agreement is terminated by either party, any money remaining in the State Match Fund shall be returned to Pinal County after the claim submission deadline, as of the date of termination.
- 4.5.2.5. Pinal County shall bear the administrative cost of any appeal process requested by Pinal County of deferred or disallowed claims.
- 4.5.3. **AHCCCS Recoupment from Pinal County:** In the event CMS modifies its methodology for allocating FFP, Pinal County shall be responsible for the Federal portion of deferred or disallowed claims and any interest charged thereon pursuant to 42 CFR 433.38, subject to the payment limitations in listed in this agreement in Section 4.4.3.2.

5. GENERAL FINANCIAL RESPONSIBILITIES

5.1. Quarterly Program Expenditure estimates:

Pinal County shall submit to AHCCCS a quarterly estimate of expenditures to be used for the development of the CMS-37. The estimates shall be submitted to AHCCCS thirty (30) days after the end of each quarter unless otherwise determined by Federal requirements.

5.2. AHCCCS Reporting:

5.2.1. Quarterly Expenditures Report. AHCCCS will submit to Pinal County reports that show actual quarterly program expenditures made pursuant to this Agreement. Each report shall detail the amount expended of State Match funds provided by Pinal County and the matching FFP funds, and the administrative fees AHCCCS charged to Pinal County. The expenditure reports shall be submitted by the last business day of the month following the end of each quarter.

5.2.2. Claims Paid Report. AHCCCS will provide a report to Pinal County reporting the claims paid by AHCCCS. The report will be produced weekly, monthly or quarterly if necessary depending on the frequency of claims paid.

5.3. AHCCCS Annual Reconciliation with Pinal County:

5.3.1. In the Quarterly Expenditure Report dated June 30th of each State fiscal year, AHCCCS will provide to Pinal County the actual amounts claimed and paid on an annual basis under this Agreement. This report shall also show any and all amounts paid in advance using estimate reports.

5.3.2. AHCCCS will reconcile the actual amounts paid against Pinal County AHCCCS estimates and advanced payments for the twelve month period of the state fiscal year. This reconciliation shall be completed within ninety (90) days of the end of the state fiscal year.

5.3.3. If any monies are due Pinal County, these will be applied to the next quarterly payment.

5.4. Insufficient Appropriation

If at any time during the term of the Agreement, Pinal County determines that the money Pinal County budgeted to meet its obligations under this Agreement is insufficient, Pinal County shall notify AHCCCS in writing and shall include in the notice recommendations as to the resolution of the shortage.

5.5. Unused Funds

After the close of each State of Arizona fiscal year and the administrative adjustment period, upon request of Pinal County, any funds remaining in the State Match Fund, shall be returned to Pinal County. It is understood that if any valid IBNR claim appears after funds are returned to Pinal County, Pinal County is still responsible for payment within the terms of this Agreement.

- 5.6. COUNTY Annual Budget Submissions
Pinal County shall provide AHCCCS with projected funding requirements for this Agreement by July 31 of each new fiscal year to allow AHCCCS to request the appropriate amount of Federal authority.
- 5.7. COUNTY Budget Revisions
Any revisions to expenditure projections shall be expeditiously forwarded to AHCCCS as soon as the need for revision becomes known to Pinal County in order for AHCCCS to adjust the Federal cash projections to CMS.

6. NOTICES

Any notices or correspondence related to this Agreement shall be sent to the parties or their designees respectively as follows:

6.1. **AHCCCS**

Procurement and Contracts:
Mark Held, Senior Procurement Specialist
701 East Jefferson St., MD 5700
Phoenix, AZ 85034
Phone: (602) 417-4094
Email: Mark.Held@azahcccs.gov

Eligibility Determination:

Penny Ellis, Assistant Director, Division of Member Services
801 E. Jefferson St., MD2600
Phoenix, AZ 85034
Phone: (602) 417-4512
E-Mail: Penny.Ellis@azahcccs.gov

Claims Processing and Payment:

Lisa DeWitt, Third Party Accounts Manager-DFSM/Claims
801 E. Jefferson St., MD8200
Phoenix, AZ 85034
Phone: (602) 417-4771
E-Mail: Lisa.DeWitt@azahcccs.gov

6.2. **COUNTY:**

Questions, comments and concerns regarding the duties and responsibilities of the County shall be directed to:

Leo Lew
Assistant County Manager
31 North Pinal Street
P.O. Box 827
Florence, AZ 85132
Phone: (520) 866-6221
E-Mail: Leo.lew@pinalcountyaz.gov

Angie Woods
Management and Budget Analyst
Pinal County Office of Management and Budget
31 N. Pinal Street
Building A
Florence, AZ 85132
(520)866-6676
E-Mail: angeline.woods@pinalcountyaz.gov

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TERMS AND CONDITIONS

1.0 ADA

The Parties must comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36.

2.0 Amendments

- 2.1 Any amendment to this Agreement must be in writing and signed by both parties.
- 2.2 Amendments signed by each of the parties and attached hereto are hereby adopted by reference as a part of this Agreement, from the effective date of the amendment, as if fully set out herein.
- 2.3 All requests for additional services shall be in writing and signed by both parties.
- 2.4 An amendment shall not be necessary when completing a change of contact person, change of key personnel, change of address, change of signatory or other non- material changes to this Agreement.

3.0 Arbitration and Disputes

In accordance with ARS § 12-1518, the parties agree to resolve all disputes arising out of or relating to this agreement through arbitration, after exhausting applicable administrative review except as may be required by other applicable statutes. The laws of the State shall govern any interpretation of this Agreement and the venue shall be in Maricopa County, Arizona.

4.0 Assignment and Delegation

This Agreement may not be assigned by any party without the prior written consent of the other parties. If consent to an assignment is obtained, this Agreement is binding on the successors and assigns of the parties to this Agreement.

5.0 Compliance with Laws, Rules and Regulations

AHCCCS, Pinal County and their subcontractors must comply with all applicable Federal and State laws, rules, regulations, standards and Executive Orders, without limitation to those designated within this Agreement. The laws and regulations of the State of Arizona govern the rights of the Parties, the performance of this Agreement, and any disputes arising from the Agreement. Any action relating to this Agreement must be brought by arbitration to the extent required by A.R.S. § 12-1518 or in an appropriate court. Any arbitration award will be enforced in an appropriate court.

6.0 E-Verify Requirement

In accordance with ARS § 41-4401, all parties warrant compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with A.R.S. § 23-214, Subsection A.

7.0 Execution in Counterparts / Electronic Documents

- 7.1 This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same document.
- 7.2 Facsimile signatures, electronic signatures and signatures transmitted by email after having been scanned shall be accepted as originals for the purposes of this Agreement.

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TERMS AND CONDITIONS

8.0 Federal Immigration and Nationality Act

The parties shall ensure compliance with the Federal Immigration and Nationality Act (FINA) and all other Federal immigration laws and regulations related to the immigration status of its employees to include but not limited to sub-contractors. All services under this Agreement shall be performed within the borders of the United States.

9.0 Fraud and Abuse

9.1 It shall be the responsibility of AHCCCS and Pinal County to report all cases of suspected fraud and abuse by subcontractors, members or employees. AHCCCS and Pinal County shall provide written notification of all such incidents to the Contracting Officer.

9.2 As stated in A.R.S. § 13-2310, incorporated herein by reference, any person who knowingly obtains any benefit by means of false or fraudulent pretenses, representations, promises or material omissions is guilty of a class 2 felony.

9.3 AHCCCS and Pinal County are required to research potential overpayments identified by a fraud and abuse investigation or audit conducted by AHCCCS or Pinal County. After conducting a cost benefit analysis to determine if such action is warranted, the Parties should attempt to recover any overpayments identified due to erroneous, false or fraudulent billings.

10.0 Health Insurance Portability and Accountability Act (HIPAA) of 1996

The parties certify that each 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 Agreement. The parties warrant that each will cooperate in the course of performance of the Agreement so that the parties will be in compliance with HIPAA, including cooperation and coordination with the Arizona Strategic Enterprise Technology (ASET), Statewide Information Security and Privacy Office (SISPO) Chief Privacy Officer and HIPAA Coordinator and other compliance officials required by HIPAA and its regulations. Pinal County will sign any documents that are reasonably necessary to keep AHCCCS in compliance with HIPAA, including, but not limited to, business associate agreements.

11.0 Insurance

The parties acknowledge that they are self-insured pursuant to statutory authority. The parties agree that the general liability coverage afforded by the self-insurance programs is sufficient to meet the purposes of this Agreement.

12.0 Liability

The parties shall each be responsible for any and all liability for their own negligence arising from the Agreement and each shall bear all costs for their own defense of any litigation to the extent allowed by law.

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TERMS AND CONDITIONS

13.0 Non-Conforming Performance

Either party's failure to insist on strict performance of any term or condition of the Agreement 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.

14.0 No Joint Venture

Nothing in this Agreement is intended to create a joint venture between the Parties and it will not be so construed. Neither AHCCCS' nor Pinal County's employees will be considered officers, agents or employees of the other or be entitled to receive any employment-related fringe benefits from the other.

15.0 No Third Party Beneficiaries

Nothing in the provisions of this IGA is intended to create duties or obligations to or rights in third parties not Parties to this IGA or effect the legal liability of either Party to the IGA.

16.0 Records and Audit

Under A.R.S. § 35-214 and A.R.S. § 35-215, the parties agree to retain and shall contractually require each subcontractor to retain all data and other records ("records") relating to the acquisition and performance of the Agreement for a period of five (5) years after the completion of the Agreement. All records shall be subject to inspection and audit by the State and where applicable the Federal Government at reasonable times. Upon request, the parties will produce a legible copy of any or all such records.

17.0 Severability

If any provision of this Agreement or the application thereof to any circumstance shall be invalid or unenforceable to any extent, it is the intention of the parties that the remainder of the Agreement and the application of such provision to other circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

18.0 Termination

Either party may terminate this Agreement upon thirty (30) working days written notice to the other party. Termination will be without further obligation or penalty and will be effective upon receipt, unless specified otherwise.

19.0 Cancellation for Conflict of Interest.

This IGA is subject to cancellation for conflict of interest pursuant to ARS § 38-511, the pertinent provisions of which are incorporated into this IGA by reference.

SIGNATURE PAGE

IN WITNESS THEREOF, the parties have executed this Agreement:

COUNTY:

Arizona Health Care Cost Containment System (AHCCCS):

Signature: _____

Signature:  _____

Printed Name: Stephen Miller

Printed Name: Alice McLain, MBA

Title: Chairman
County Board of Supervisors

Title: Procurement Manager

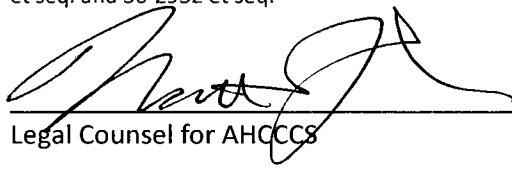
Date: _____

Date: 1/8/18 _____

In accordance with A.R.S. § 11-952, this Agreement has been reviewed by the undersigned who has determined that this Agreement is in the appropriate form and is within the power and authority granted to COUNTY.

In accordance with A.R.S. § 11-952, this Agreement is in the proper form and is within the power and authority granted to AHCCCS under A.R.S. §§ 36-2903 et seq. and 36-2932 et seq.

COUNTY Attorney



Legal Counsel for AHCCCS

**YH16-0018-09
ATTACHMENT A**

**AHCCCS
Administrative Annual Cost Estimates for
Pinal County Medicaid Inmate IGA SFY18**

Claims	Electronic 60%	Paper 40%	Total Fund 100%	State Share 50%	Federal Share 50%
Estimated total number of claims:					
Physician & Emergency Transport/Hospital	1	30	20	50	
DFSM Cost per Claim	2	\$ 0.61	\$ 0.70		
OIG Cost per Claim	2	\$ 0.15	\$ 0.15		
ISD Cost per Claim	2	\$ 1.41	\$ 1.41		
Concurrent Review					
		Average Cost			
Estimated cost per case	3	\$ 96.75			
Estimated number of HSAG reviews	4	2			
Claims Processing costs:					
DFSM		\$18.26	\$14.07	\$32.33	\$16.17
OIG		\$4.51	\$3.00	\$7.51	\$3.75
ISD		\$42.30	\$28.20	\$70.50	\$35.25
Total Claims Processing Costs		\$65.07	\$45.27	\$110.34	\$55.17
Direct DFSM Labor for Pinal Co Claims Processing	5		-		
Direct ISD Labor for Pinal Co Claims Processing	6		\$1,750.00	\$875.00	\$875.00
Concurrent Review Estimated costs:					
Cost for 2 reviews			\$193.50	\$96.75	\$96.75
Administrative Costs (see detail)					
DBF Paper Processing Personnel costs	7		\$7,797.75	\$3,898.88	\$3,898.87
Postage @ \$.0605/claim	8		\$3.02	\$1.51	\$1.51
Data Center Charges @ \$.4931/claim	9		\$24.65	\$12.32	\$12.33
Indirect at 10%			\$779.78	\$389.89	\$389.89
Total DBF Administrative Costs			\$8,605.20	\$4,302.60	\$4,302.60
DMS Eligibility Costs					
Application Processing Costs - DMS	10		\$1,000.00	\$500.00	\$500.00
Estimated Total Annual Costs for Program					
			\$11,659.04	\$5,829.52	\$5,829.52
Cost per Claim					
	11		\$229.32	\$114.66	\$114.66

YH16-0018-09
ATTACHMENT A

- ¹ Actual number of claims may be higher. Number includes, original, recoupment and adjustment claims.
- ² Cost based on actual SFY 17 expenditures and actual number of claims processed
- ³ Average rate per contract. Actual costs will be a strict pass-through based on price negotiated on new contract.
- ⁴ Actual number may be higher or lower depending on Pinal County Medicaid Inmate program requirements.
- ⁵ Based on estimates of DFSM staff time required to process the claims.
- ⁶ Estimate based on 10 hours at a rate of \$175 per hour. Will only be billed for actual hours incurred.
- ⁷ Based on estimates of DBF staff time required to monitor funding activity and process payments.
- ⁸ Postage based on average cost per claim times number of claims.
- ⁹ Data Center charges calculated based on average SFY 17 costs
- ¹⁰ DMS Eligibility charges calculated at \$100/determination. Estimated 10 annual applications/determinations.
- ¹¹ Cost per claim does not include a cost for concurrent review s

YH16-0018-09
ATTACHMENT B

AHCCCS
Quarterly Estimate of State Match Advance Payments for Program Services
Pinal County Medicaid Eligible FFS Project IGA SFY18

SFY17 Annual Dollar Value of Claims Paid	\$ 115,000.00
Average Federal Financial Participation Rate	80.74%
Estimate of State Match Payments for Program Services for Current Year	\$ 22,149.00
Quarterly Estimate of State Match Advance Payments for Program Services to AHCCCS	<u>\$ 10,000.00</u> **

** Minimum Balance of \$10,000.00 must be maintained.

BUSINESS ASSOCIATE ADDENDUM

Amended 2016

This Addendum is made part of this Contract between the Arizona Health Care Cost Containment System ("AHCCCS") and the Contractor, referred to as "Business Associate" in this Addendum.

AHCCCS and Business Associate agree that the underlying Contract shall comply with the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as set forth in Title 45, Parts 160 and 164 of the Code of Federal Regulations (the "CFR"), as amended. In the event of conflicting terms or conditions, this Addendum shall supersede the underlying Contract.

1. DEFINITIONS

The following terms used in this Addendum shall have the same meaning as those terms in the HIPAA rules set forth in Title 45, Parts 160 and 164 of the CFR: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

2. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE

Business Associate agrees to:

- 2.1. Not use or disclose protected health information ("PHI") other than as permitted or required by this Addendum or as required by law;
- 2.2. Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic PHI, to prevent use or disclosure of protected health information other than as provided for by this Addendum;
- 2.3. Report to AHCCCS any use or disclosure of PHI not provided for by this Addendum of which it becomes aware, including breaches of unsecured protected health information as required at 45 CFR §164.410, and any security incident of which it becomes aware in the following manner:
 - 2.3.1. Reporting. Business Associate shall report to AHCCCS any use or disclosure of PHI that is not authorized by the Contract, by law, or in writing by AHCCCS. Business Associate shall make an initial report to the AHCCCS Privacy Official not more than twenty-four (24) hours after Business Associate learns of such unauthorized use or disclosure. The initial report shall include all of the following information to the extent known to the Business Associate at the time of the initial report:
 - A. A description of the nature of the unauthorized use or disclosure, including the number of individuals affected by the unauthorized use or disclosure;
 - B. A description of the PHI used or disclosed;

- C. The date(s) on which the unauthorized use or disclosure occurred;
- D. The date(s) on which the unauthorized use or disclosure was discovered;
- E. Identify the person(s) who used or disclosed the PHI in an unauthorized manner;
- F. Identify the person(s) who received PHI disclosed in an unauthorized manner;
- G. A description of actions, efforts, or plans undertaken by the Business associate to mitigate the harm of the unauthorized disclosure;
- H. A description of corrective actions undertaken or planned to prevent future similar unauthorized use or disclosure;
- I. An assessment of whether a breach, as defined in 45 CFR 164.402, including, if necessary, an assessment of the probability of harm, and
- J. Such other information, as may be reasonably requested by the AHCCCS Privacy Official.

Business Associate shall provide AHCCCS with supplemental reports promptly as new information becomes available, as assessments and action plans are developed, and as action plans are implemented. In any event, Business Associate shall provide a comprehensive written report including all of the information listed above no later than twenty (20) days after discovery of the unauthorized use or disclosure.

- 2.3.2. Mitigation. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of the Contract.
- 2.3.3. Sanctions. Business Associate shall have and apply appropriate sanctions against any employee, subcontractor or agent who uses or discloses AHCCCS PHI in violation of this Addendum or applicable law.
- 2.4. In accordance with 45 CFR §164.502(e)(1)(ii) and §164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain or transmit PHI on behalf of the Business Associate agree to the same restrictions, conditions and requirements that apply to the Business Associate with respect to such information;
- 2.5. Make available PHI in a designated record set to AHCCCS as necessary to satisfy AHCCCS' obligations under 45 CFR §164.524;
- 2.6. Make any amendment(s) to PHI in a designated record set as directed or agreed to by AHCCCS pursuant to 45 CFR §164.526, or take other measures as necessary to satisfy AHCCCS' obligations under 45 CFR §164.526;
- 2.7. Maintain and make available the information required to provide an Accounting of Disclosures to AHCCCS as necessary to satisfy AHCCCS' obligations under 45 CFR §164.528;

- 2.8. To the extent Business Associate is to carry out one of more of AHCCCS' obligations under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to AHCCCS in the performance of such obligation(s); and
- 2.9. Make its internal practices, books and records available to AHCCCS and the Secretary for purposes of determining compliance with the HIPAA rules.

3. PERMITTED USES AND DISLOSURES BY BUSINESS ASSOCIATE

- 3.1. Business Associate may only use or disclosure PHI as necessary to perform the services and obligations set forth in the underlying Contract;
- 3.2. Business Associate may use or disclose protected health information as required by law;
- 3.3. Business Associate agrees to make uses and disclosures and requests for protected health information consistent with AHCCCS' Minimum Necessary Policy, located at www.azahcccs.gov ;
- 3.4. Business Associate may not use or disclose protected health information in a manner that would violate Subpart E of 45 CFR Part 164 if done by AHCCCS, except for the specific uses and disclosures set forth below in (3.5 and 3.6);
- 3.5. Business Associate may use protected health information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate; and
- 3.6. Business Associate may provide data aggregation services relating to the health care operations of AHCCCS.

4. PROVISIONS FOR AHCCCS TO INFORM BUSINESS ASSOCIATE OF PRIVACY PRACTICES AND RESTRICTIONS

- 4.1. AHCCCS shall notify Business Associate of any limitation(s) in the AHCCCS Notice of Privacy Practices (found at www.azahcccs.gov) under 45 CFR §164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI;
- 4.2. AHCCCS shall notify Business Associate of any changes in, or revocation of, the permission by an individual to use or disclose his or her PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI; and
- 4.3. AHCCCS shall notify Business Associate of any restriction on the use or disclosure of PHI that AHCCCS has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

5. TERM AND TERMINATION

- 5.1. Term: This Addendum is effective upon the effective date of the underlying Contract and shall terminate on the date AHCCCS terminates the contract for cause as authorized in paragraph (b) of this Section, or for any other reason permitted under the contract, whichever is sooner.
- 5.2. Termination for Cause: Business Associate authorizes termination of the Contract by AHCCCS if AHCCCS determines that Business Associate has breached a material term of this Addendum and Business Associate has not cured the breach or ended the violation within the time specified by AHCCCS.
- 5.3. Obligations of Business Associate Upon Termination: Upon termination, cancellation, expiration or other conclusion of the Contract, Business Associate, with respect to PHI received from AHCCCS, or created, maintained, or received by Business Associate on behalf of AHCCCS, shall:
 - 5.3.1. Retain only that PHI which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;
 - 5.3.2. Destroy or return to AHCCCS all remaining PHI that the Business Associate still maintains in any form;
 - 5.3.3. Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic PHI to prevent use or disclosure of the PHI, other than as provided for in this Section, for as long as Business Associate retains the PHI;
 - 5.3.4. Not use or disclose the PHI retained by Business Associate other than for the purposes for which such protected health information was retained and subject to the same conditions set out in this Addendum that applied prior to termination; and
 - 5.3.5. Destroy or return to AHCCCS the PHI retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal and contractual responsibilities.
- 5.4. Survival: The obligations of Business Associate under this Section shall survive the termination of the Contract.

6. INDEMNIFICATION AND MISCELLANEOUS

- 6.1. Indemnification: Business Associate shall indemnify, hold harmless and defend AHCCCS from and against any and all claims, losses, liabilities, costs, civil and criminal penalties, and other expenses resulting from, or relating to, the acts or omissions of Business Associate, its employees, agents, and sub-contractors in connection with the representations, duties and obligations of Business Associate under this Addendum. The parties' respective rights and obligations under this Section shall survive termination of the Contract.
- 6.2. Regulatory References: A reference in this Addendum to a section in the HIPAA rules means the section as in effect or as amended.

- 6.3. Amendment: The parties agree to take such action as is necessary to amend this Addendum from time to time as is necessary for compliance with the requirements of the HIPAA rules or any other applicable law.
- 6.4. Interpretation: Any ambiguity in this Addendum shall be interpreted to permit compliance with the HIPAA rules.



INTERGOVERNMENTAL AGREEMENT (IGA) AMENDMENT

1. AMENDMENT #: 5	2. AGREEMENT #: YH16-0018-09	3. EFFECTIVE DATE OF AMENDMENT: JANUARY 1, 2023	4. PROGRAM: DFSM / DMPS
5. CONTRACTOR/PROVIDER NAME AND ADDRESS: <p align="center">Pinal County 31 North Pinal Street P.O. Box 827 Florence, AZ 85132</p>			
6. PURPOSE: To extend the agreement and revise the rates for SFY23.			

7. THE ABOVE REFERENCED AGREEMENT IS HEREBY AMENDED AS FOLLOWS:

- A. Pursuant to Section 3, Term, this agreement is hereby extended for an additional five-year term effective January 1, 2023 to December 31, 2028.
- B. Pursuant to Section 4.4., AHCCCS Rights and Obligations, Subsection 4.4.1, Eligibility Decision 4.4.1.1, Attachment A, Administrative Annual Cost Estimates for Pinal County, is hereby incorporated for SFY23.
- C. Pursuant to Section 4.5, County’s Rights and Obligation, Subsection 4.5.2, Advance Payment for Medical Services and Administrative Costs by the County, Attachment B, Quarterly Estimate of State Match Advance Payments, is hereby incorporated for SFY23.

EXCEPT AS PROVIDED FOR HEREIN, ALL TERMS AND CONDITIONS OF THE ORIGINAL AGREEMENT NOT HERETOFORE CHANGED AND/OR AMENDED REMAIN UNCHANGED AND IN FULL EFFECT.

Electronic Submission: An electronic or portable document file (PDF) copy of this amendment shall serve as the original.

IN WITNESS THEREOF, the parties have executed this Agreement:

COUNTY: Pinal

Arizona Health Care Cost Containment System (AHCCCS):

Signature: _____

Signature:  _____
Meggan LaPorte (Oct 5, 2022 09:36 PDT)

Printed Name: Jeffrey McClure

Printed Name: Meggan LaPorte, CPPO, MSW

Title: Chairman
County Board of Supervisors

Title: Chief Procurement Officer

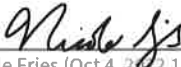
Date: 11/02/2022

Date: Oct 5, 2022

In accordance with A.R.S. § 11-952, this Agreement has been reviewed by the undersigned who has determined that this Agreement is in the appropriate form and is within the power and authority granted to COUNTY.

COUNTY Attorney

In accordance with A.R.S. § 11-952, this Agreement is in the proper form and is within the power and authority granted to AHCCCS under A.R.S. §§ 36-2903 et seq. and 36-2932 et seq.



Nicole Fries (Oct 4, 2022 14:51 PDT)

Nicole Fries, Associate General Counsel for AHCCCS

AHCCCS
Administrative Annual Cost Estimates for
Pinal County Medicaid Eligible Inmates FFSV Project IGA SFY23

Claims	Electronic 73%	Paper 28%	Total Fund 100%	State Share 50%	Federal Share 50%
Estimated total number of claims:					
Physician & Emergency Transport/Hospital	1	145	55	200	
DFSM Cost per Claim	2	\$ 0.78	\$ 0.90		
DMPS Provider Enrollment Cost per Claim	2	\$ 0.17	\$ 0.17		
ISD Cost per Claim	2	\$ 1.91	\$ 1.91		
Average Cost					
Concurrent Review					
Estimated cost per case	3	\$ 127.95			
Estimated number of HSAG reviews	4	2			
Claims Processing costs:					
DFSM		\$113.03	\$49.55	\$162.58	\$81.29
DMPS Provider Enrollment		\$25.10	\$9.52	\$34.62	\$17.31
ISD		\$276.53	\$104.89	\$381.42	\$190.71
State Accounting System Charges @ \$0.2336/claim		\$33.88	\$10.86	\$44.74	\$22.37
Total Claims Processing Costs		\$448.54	\$174.82	\$623.36	\$311.68
Direct DFSM Labor for Pinal Co Medicaid Inmate Claims Processing	5		-	\$0.00	\$0.00
Direct ISD Labor for Pinal Co Medicaid Inmate Claims Processing	6		\$1,750.00	\$875.00	\$875.00
Concurrent Review Estimated costs:					
Cost for 10 reviews			<u>\$255.90</u>	<u>\$127.95</u>	<u>\$127.95</u>

Administrative Costs (see detail)

DBF Paper Processing Personnel costs	7	\$ 8,880.84	\$4,440.42	\$4,440.42
Postage @ \$.0820/claim	8	\$16.40	\$8.20	\$8.20
Data Center Charges @ \$.7717/claim	9	\$154.34	\$77.17	\$77.17
OOD @ \$.3524/claim		\$70.50	\$35.25	\$35.25
OGC @ \$.0977/claim		\$19.54	\$9.77	\$9.77
HRD @ \$.0299/claim		\$5.96	\$2.98	\$2.98
TIBCO @ \$.1349/claim		\$27.00	\$13.50	\$13.50
Indirect at 10%		\$917.46	\$458.73	\$458.73
Total Administrative Costs		\$ 10,092.04	\$5,046.02	\$5,046.02

DMPS Eligibility Costs

Application Processing Costs - DMPS	10	\$1,050.00	\$525.00	\$525.00
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Estimated Total Annual Costs for Program

	\$13,771.28	\$6,885.64	\$6,885.64
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Cost per Claim

	\$67.58	\$33.79	\$33.79
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- ¹ Actual number of claims may be higher. Number includes, original, recoupment and adjustment claims.
- ² Cost based on actual expenditures and actual number of claims processed
- ³ Average rate per contract. Actual costs will be a strict pass-through based on price negotiated on contract.
- ⁴ Actual number may be higher or lower depending on Pinal Co Medicaid Inmate program requirements.
- ⁵ Based on estimates of DFSM staff time required to process the claims.
- ⁶ Estimate based on 10 hours at a rate of \$175 per hour. Will only be billed for actual hours incurred.
- ⁷ Based on estimates of DBF staff time required to monitor funding activity and process payments.
- ⁸ Postage based on average cost per claim times number of claims.
- ⁹ Data Center charges calculated based on average costs
- ¹⁰ DMPS Eligibility charges calculated at \$105/determination. Estimated 10 annual applications/determinations.

AHCCCS
Quarterly Estimate of State Match Advance Payments for Program Services
Pinal County Medicaid Eligible FFSV Project IGA SFY23

Estimate of Annual Dollar Value of Claims Paid	\$ 200,000.00
Average Federal Financial Participation Rate	81.39%
Estimate of State Match Payments for Program Services for Current Year	\$ 37,220.00
Quarterly Estimate of State Match Advance Payments for Program Services to AHCCCS	<u>\$ 10,000.00</u> **

** Minimum Balance of \$10,000.00 must be maintained.



INTERGOVERNMENTAL AGREEMENT (IGA) AMENDMENT

1. AMENDMENT #: 6	2. AGREEMENT #: YH16-0018-09	3. EFFECTIVE DATE OF AMENDMENT: July 1, 2023	4. PROGRAM: DFSM / DMPS
5. CONTRACTOR/PROVIDER NAME AND ADDRESS: Pinal County 31 North Pinal Street P.O. Box 827 Florence, AZ 85132			
6. PURPOSE: To revise the rates for SFY24.			

7. THE ABOVE REFERENCED AGREEMENT IS HEREBY AMENDED AS FOLLOWS:

- A. Pursuant to Section 4.4., AHCCCS Rights and Obligations, Subsection 4.4.1, Eligibility Decision 4.4.1.1, Attachment A, Administrative Annual Cost Estimates for Pinal County, is hereby incorporated for SFY24.
- B. Pursuant to Section 4.5, County’s Rights and Obligation, Subsection 4.5.2, Advance Payment for Medical Services and Administrative Costs by the County, Attachment B, Quarterly Estimate of State Match Advance Payments, is hereby incorporated for SFY24.

EXCEPT AS PROVIDED FOR HEREIN, ALL TERMS AND CONDITIONS OF THE ORIGINAL AGREEMENT NOT HERETOFORE CHANGED AND/OR AMENDED REMAIN UNCHANGED AND IN FULL EFFECT.

Electronic Submission: An portable document file (PDF) copy of this amendment shall serve as the original.

IN WITNESS THEREOF, the parties have executed this Agreement:

COUNTY: Pinal

Arizona Health Care Cost Containment System (AHCCCS):

Signature: _____

Signature:  _____
6720D03F007E4A8...

Printed Name: _____

Printed Name: Meggan LaPorte, CPPO, MSW

Title: Chairman
County Board of Supervisors

Title: Chief Procurement Officer

Date: _____

Date: 3/27/2024

In accordance with A.R.S. § 11-952, this Agreement has been reviewed by the undersigned who has determined that this Agreement is in the appropriate form and is within the power and authority granted to COUNTY.

COUNTY Attorney

In accordance with A.R.S. § 11-952, this Agreement is in the proper form and is within the power and authority granted to AHCCCS under A.R.S. §§ 36-2903 et seq. and 36-2932 et seq.

DocuSigned by:
Nicole Fries 3/26/2024
10F628DCA92C456...
Nicole Fries, Associate General Counsel for
AHCCCS

Attachment A
YH16-0018-09 Amendment 6

AHCCCS
Administrative Annual Cost Estimates for
Pinal County Medicaid Eligible Inmates FFSV Project IGA SFY24

Claims	Electronic 80%	Paper 20%	Total Fund 100%	State Share 50%	Federal Share 50%
Estimated total number of claims:					
Physician & Emergency Transport/Hospital	¹ 80	20	100		
DFSM Cost per Claim	² \$ 0.82	\$ 0.95			
DMPS Provider Enrollment Cost per Claim	² \$ 0.18	\$ 0.18			
ISD Cost per Claim	² \$ 2.00	\$ 2.00			
Concurrent Review					
	Average Cost				
Estimated cost per case	³ \$ 134.35				
Estimated number of HSAG reviews	⁴ 2				
Claims Processing costs:					
DFSM	\$65.48	\$18.92	\$84.40	\$42.20	\$42.20
DMPS Provider Enrollment	\$14.54	\$3.64	\$18.18	\$9.09	\$9.09
ISD	\$160.19	\$40.05	\$200.24	\$100.12	\$100.12
State Accounting System Charges @ \$.2336/claim	\$18.69	\$3.95	\$22.64	\$11.32	\$11.32
Total Claims Processing Costs	\$258.90	\$66.56	\$325.46	\$162.73	\$162.73
Direct DFSM Labor for Pinal Co Medicaid Inmate Claims Processing			⁵ -	\$0.00	\$0.00
Direct ISD Labor for Pinal Co Medicaid Inmate Claims Processing			⁶ \$1,750.00	\$875.00	\$875.00
Concurrent Review Estimated costs:					
Cost for 2 reviews			\$268.70	\$134.35	\$134.35
Administrative Costs (see detail)					
DBF Paper Processing Personnel costs			⁷ \$ 9,324.88	\$4,662.44	\$4,662.44
Postage @ \$.0861/claim			⁸ \$8.60	\$4.30	\$4.30
Data Center Charges @ \$.8103/claim			⁹ \$81.04	\$40.52	\$40.52
OOD @ \$.3700/claim			\$37.00	\$18.50	\$18.50
OGC @ \$.1026/claim			\$10.26	\$5.13	\$5.13
HRD @ \$.0314/claim			\$3.14	\$1.57	\$1.57
TIBCO @ \$.1416/claim			\$14.16	\$7.08	\$7.08
Indirect at 10%			\$947.92	\$473.96	\$473.96
Total Administrative Costs			\$ 10,427.00	\$5,213.50	\$5,213.50
DMPS Eligibility Costs					
Application Processing Costs - DMPS	¹⁰		\$1,050.00	\$525.00	\$525.00
Estimated Total Annual Costs for Program			\$13,821.16	\$6,910.58	\$6,910.58
Cost per Claim			\$135.52	\$67.76	\$67.76

¹ Actual number of claims may be higher. Number includes, original, recoupment and adjustment claims.
² Cost based on actual expenditures and actual number of claims processed
³ Average rate per contract. Actual costs will be a strict pass-through based on price negotiated on contract.
⁴ Actual number may be higher or lower depending on Pinal Co Medicaid Inmate program requirements.
⁵ Based on estimates of DFSM staff time required to process the claims.
⁶ Estimate based on 10 hours at a rate of \$175 per hour. Will only be billed for actual hours incurred.
⁷ Based on estimates of DBF staff time required to monitor funding activity and process payments.
⁸ Postage based on average cost per claim times number of claims.
⁹ Data Center charges calculated based on average costs
¹⁰ DMPS Eligibility charges calculated at \$105/determination. Estimated 10 annual applications/determinations.

ATTACHMENT B
YH16-0018-09 Amendment 6

AHCCCS
Quarterly Estimate of State Match Advance Payments for Program Services
Pinal County Medicaid Eligible FFSV Project IGA SFY24

Estimate of Annual Dollar Value of Claims Paid	\$ 100,000.00
Average Federal Financial Participation Rate	79.43%
Estimate of State Match Payments for Program Services for Current Year	\$ 20,570.00
Quarterly Estimate of State Match Advance Payments for Program Services to AHCCCS	<u>\$ 10,000.00</u> **

** Minimum Balance of \$10,000.00 must be maintained.



PINAL COUNTY

WIDE OPEN OPPORTUNITY

AGENDA ITEM

May 1, 2024 ADMINISTRATION BUILDING A
FLORENCE, ARIZONA

REQUESTED BY:

Funds #: 82

Dept. #: 359

Dept. Name: Public Health

Director: Merissa Mendoza

BRIEF DESCRIPTION OF AGENDA ITEM AND REQUESTED BOARD ACTION:

Discussion/approval/disapproval of the Award Agreement under the Sexually Transmitted Infection (STI) Screening Program between Arizona Family Health Partnership, hereby referred to as Affirm Sexual and Reproductive Health, and Pinal County through the Pinal County Board of Supervisors beginning January 1, 2024, ending December 31, 2024, for a total maximum of \$33,000. This grant will be used by Public Health to provide STI testing and treatment to sexually active female clients 24 years of age and younger as well as gonorrhea and syphilis testing to sexually active male and female clients 34 years of age and younger under the Family Planning Program. A pro-rated amount was adopted in the FY23/24 budget. The remaining amount will be budgeted in FY 24/25. 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:

There is no match amount. No impact to the general fund.

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

This grant will be used by Public Health to provide STI testing and treatment to sexually active female clients 24 years of age and younger as well as gonorrhea and syphilis testing to sexually active male and female clients 34 years of age and younger under the Family Planning Program.

MOTION:

Approve as presented.

History

Time	Who	Approval
4/19/2024 9:59 AM	County Attorney	No
4/19/2024 1:08 PM	Public Health/ME	Yes
4/19/2024 1:12 PM	County Attorney	Yes
4/19/2024 1:17 PM	Grants/Hearings	Yes
4/23/2024 12:49 PM	Budget Office	Yes
4/24/2024 4:58 PM	County Manager	Yes
4/25/2024 9:10 AM	Clerk of the Board	Yes

ATTACHMENTS:

Click to download

- [Grant Request](#)
- [Contract](#)
- [Certificate of insurance](#)



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 _____

**AFFIRM SEXUAL AND REPRODUCTIVE HEALTH
SEXUALLY TRANSMITTED INFECTION SCREENING CONTRACT**

This AFFIRM SEXUAL AND REPRODUCTIVE HEALTH SEXUALLY TRANSMITTED INFECTION SCREENING CONTRACT (the “*Contract*”) is entered into by and between the Arizona Family Health Partnership dba Affirm Sexual and Reproductive Health, an Arizona not-for-profit corporation (“*Affirm*”), and **Pinal County Public Health Services District** (the “*Contractor*”). Affirm or the Contractor may be referred to individually as the “*Party*” or collectively the “*Parties*”.

RECITALS

WHEREAS, Affirm has received STI Screening Services Grant, (the “*Grant*”), RFGA2022-004, Supplier ID: IV0000003142, dated March 05, 2024 from the Arizona Department of Health Services (“*ADHS*”).

WHEREAS, the Grant provides funds to Affirm for chlamydia screening services, which include testing and counseling (“*Chlamydia Screening Services*”) to sexually active female clients 24 years of age and younger (“*Chlamydia Target Population*”);

WHEREAS, the Grant provides funds to Affirm for syphilis screening services, which include testing and counseling (“*Syphilis Screening Services*”) to sexually active male and female clients 34 years of age and younger (“*Syphilis Target Population*”). The Chlamydia Screening Services and Syphilis Screening Services are collectively referred to as the “*Screening Services*.”

WHEREAS, the Contractor provides Screening Services; and

WHEREAS, the Parties desire to provide for a sub-award of the Grant to the Contractor for its performance of the Screening Services.

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises and covenants herein contained and intending to be legally bound thereby, Affirm and the Contractor agree as follows:

ARTICLE I
TERM AND STATEMENT OF WORK

Beginning on **January 1, 2024 and ending December 31, 2024**, unless earlier terminated or amended pursuant to Article VI (the “*Term*”), the Contractor will provide Screening Services to clients in the Chlamydia Target Population and Syphilis Target Population in accordance with the Center for Disease Control’s 2021 Sexually Transmitted Diseases Treatment Guidelines (available at <https://www.cdc.gov/std/treatment-guidelines/STI-Guidelines-2021.pdf>). Contractor will participate in meetings and monitoring activities required by Affirm.

ARTICLE II
CONSIDERATION

2.1 Consideration.

2.1.1 Affirm will pay the Contractor **\$22.50** for each chlamydia test or combination chlamydia/gonorrhea test the Contractor performs (collectively “*Chlamydia Test*”) for uninsured clients in the Chlamydia Target Population. Affirm will pay the Contractor **\$20.00** for each chlamydia treatment the Contractor performs for uninsured clients in the Chlamydia Target Population.

2.1.2 Affirm will pay the Contractor **\$16** for each syphilis test the Contractor performs for uninsured clients in the Syphilis Target Population.

2.2 Payment and Reporting. The total maximum consideration payable to the Contractor pursuant to Article II is \$33,000. All payments payable pursuant to this Contract are contingent on the following conditions, and will be made within 30 days of delivery of the last report due under this Section:

2.2.1 The Contractor submitting a complete Request for Screening Project Funds via electronic database inclusive of information contained in **Attachment 1**, for the relevant quarter, on or before the 25th day following the end of each calendar quarter.

2.2.2 The Contractor providing sufficient records of the Screening Services provided by the Contractor, including completed Project Tracking Logs in the form attached as **Attachment 2**, for the relevant quarter, on or before the 20th day following the end of each calendar quarter;

2.2.3 The Contractor providing any other records required by Affirm to determine the number and adequacy of the Screening Services provided by the Contractor;

2.2.4 The Contractor’s satisfactory performance of the Screening Services, in Affirm’s sole determination; and

2.2.5 Affirm’s receipt of the Grant.

ARTICLE III
THE CONTRACTOR’S REPRESENTATIONS AND WARRANTIES

The Contractor represents and warrants to Affirm the matters set forth in this Article III.

3.1 ADHS and Legal Requirements. The Contractor has had the opportunity to review any ADHS conditions and other legal requirements for receiving Grant funds and the Contractor meets such conditions and requirements. The Contractor’s staff has adequate training to provide the Screening Services and is able to perform the Screening Services and meet all performance and reporting requirements required by ADHS and Affirm.

3.2 Debarment and Suspension. The Contractor’s employees and sub-contractors, its current and future subcontractors and their principals: (i) are not presently and will not be debarred, suspended, proposed for debarment or declared ineligible for the award of subcontracts, by any U.S. Government

agency, any state department or agency, in accordance with federal regulations (53 Fed. Reg. 19161-19211) or any other applicable law, or has been so within the preceding three (3) year period; (ii) have not within a three (3) year period preceding this Contract had one or more public transactions (federal, state, or local) terminated for cause or default; and (iii) in the event any employee or sub-contractor of the Contractor's is debarred, suspended, or proposed for debarment, the Contractor must immediately notify Affirm in writing.

3.3 HIPAA. The Contractor is a Covered Entity as defined in 45 CFR 160.103 of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), and is required to comply with the provisions of HIPAA with respect to safeguarding the privacy and confidentiality of protected health information. Affirm is neither a Covered Entity nor business associate under HIPAA; however, Affirm acknowledges that it is subject to the privacy and security requirements imposed on Grantees by the Department of Health and Human Services under the Title X Program. In the event of a "breach" requiring notification under A.R.S. § 18-552, Affirm will notify Contractor of the breach of Contractor's data promptly, and in all cases, within 45 days of discovering the breach.

3.4 Conflict of Interest. This Contract does not create a conflict of interest, under any statute or rule of any governing jurisdiction, between the Contractor's officers, agents or employees and Affirm. The provisions of ARS § 38-511 apply.

3.5 Equal Opportunity. The Contractor is an Equal Employment Opportunity employer in accordance with the requirements of 41 CFR § 60-1.4(a), 60-250.5, 60-300.5(a), 60-741.5(a) and 29 CFR § 471, Appendix A to Subpart A, if applicable.

ARTICLE IV COVENANTS

4.1 Compliance with Laws and Regulations. The Contractor will abide by all applicable laws, ordinances, and codes of the state of Arizona and local governments in the performance of the Contract, including all licensing standards and all applicable professional standards.

4.2 Licenses. The Contractor and each of its employees, agents and subcontractors will obtain and maintain during the Term of this Contract all appropriate licenses required by law for the operation of its facilities and for the provision of the Screening Services.

4.3 Status of the Contractor and Conflict of Interest. The Contractor, its agents and employees, including its professional and nonprofessional personnel, in the performance of this Contract, will act in an independent capacity and not as officers, employees or agents of Affirm. The Contractor will prevent its officers, agents or employees from using their positions for purposes that are, or give the appearance of being, motivated by a desire for private gain for themselves or others with whom they may have business, family, or other connections. The Contractor will refrain from using any inside or proprietary information regarding the activities of Affirm and its affiliates for personal benefit, benefit to immediate family, or benefit to any entity in which he holds a significant financial or other interest. The Contractor's officers, agents, or employees will not deploy themselves so as to receive multiple payments from Affirm or otherwise manipulate the assignment of personnel or tasks so as to unnecessarily increase payments to the Contractor or its officers, agents or employees.

4.4 Retention of Records and Audit. The Contractor will maintain financial records, supporting documents, statistical records, and all other books, documents, papers or other records pertinent to the Screening Services and this Contract for a period of at least three (3) years from termination of the Term

unless longer required by ADHS or federal law. If an audit, litigation, or other action involving the records is started before the end of the three (3) year period, The Contractor will maintain such records until the audit, litigation, or other action is completed, whichever is later. Client medical records must be retained in accordance with state and federal regulations. The Contractor will make available to Affirm, ADHS, or any other of their duly authorized representatives, upon appropriate notice, such books, records, reports, documents, and papers that are pertinent to the award for audit, examination, excerpt, transcription, and copy purposes, for as long as such records, reports, books, documents, and papers are retained. The Contractor will permit Affirm and/or ADHS to evaluate, through inspection or other means, the quality, appropriateness, and timeliness of Screening Services delivered under this Contract and to assess the Contractor's compliance with applicable legal and programmatic requirements.

4.5 Litigation. The Contractor will notify Affirm within 30 days of notice of any litigation, claim, negotiation, audit or other action involving the Screening Services, occurring during the Term or within four (4) years after the expiration of the Term. The Contractor will retain any records until the completion of such action and the resolution of all issues arising from or relating to such action, or four (4) years after the end of the Term, whichever is later.

ARTICLE V INSURANCE AND INDEMNIFICATION

5.1 Insurance. The Contractor will procure, maintain, and provide proof of coverage of: (i) a Medical Malpractice Professional Liability Insurance Policy and such policy will be written on an occurrence basis in the minimum amount of \$1,000,000 for all medical provider employees and subcontractors and consultants, unless the contractor qualifies for such insurance pursuant to Section 5.2; (ii) General Liability coverage of at least \$1,000,000 per occurrence and \$3,000,000 Annual aggregate against general liability endorsed for premises-operations, products/completed operations, contractual, property damage, and personal injury liability; (iii) Workers compensation in accordance with applicable law; (iv) Fidelity coverage adequate to protect against loss due to employee dishonesty of at least \$5,000; and (v) Sexual abuse and molestation coverage in the minimum amount of \$500,000. The Contractor will provide certificates indicating the proof of such insurance and incorporate them as Attachments to this Contract. The insurance policies referred to above must name Affirm as an additional insured under each policy. The Contractor will promptly provide Affirm with written notice of any ineligibility determination, suspension, revocation or other action or change relevant to the insurance requirements set forth above. The Contractor may provide all or a portion of the required coverage through programs of self-insurance as allowed by law.

5.2 FTCA Status. If applicable as a Federally Qualified Health Center ("**FQHC**"), the Contractor has been deemed eligible and approved for medical malpractice liability protection through the Federal Tort Claims Act (FTCA), pursuant to the Federally Supported Centers Assistance Act of 1992 and 1995. The Contractor must remain in deemed status during the Term of this Contract. Should the Contractor lose its designation as an FQHC or lose its deemed status during the Term, the Contractor must immediately secure Professional Liability Malpractice Insurance as required by Section 5.1 and must provide a copy of the insurance certificates confirming such insurance protection.

5.3 Indemnification. To the extent allowed under Arizona law, the Contractor will indemnify, defend, save, and hold harmless Affirm and its officers, officials, agents, and employees (hereinafter referred to as "**Indemnitee**") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "**Claims**") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the Contractor or any of its owners, officers, directors, agents, employees, or

subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of the Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation, or court decree. It is the specific intention of the Parties that the Indemnitee will, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the Contractor from and against any and all Claims. It is agreed that the Contractor will be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable. To the extent permitted by law, the Contractor agrees to reimburse Affirm for any monies which Affirm is required to pay to the ADHS or agencies of the United States Government or the State of Arizona for any Claims arising solely from the failure of the Contractor to perform in accordance with this Contract or, local, state, or federal laws and regulations. Affirm will appropriately invoice or file a Claim with the Contractor for any such reimbursement by the Contractor, and the Contractor will have opportunity to review, and protest when appropriate, the Claim prior to making any timely reimbursement to Affirm. The indemnification provided herein will survive the termination of this Contract.

ARTICLE VI TERMINATION AND AMENDMENT

6.1 Termination of Contract. This Contract will terminate on the last date discussed in Article 1, unless earlier terminated pursuant to the terms of this Section.

6.1.1 Termination by the Contractor. If the Contractor is unable or unwilling to comply with additional conditions as may be lawfully imposed on the Contractor, the Contractor may terminate this Contract by giving written notice to Affirm signifying the effective date thereof. The Contractor may terminate this Contract for any other reason by providing Affirm with at least 90 days written notice. In the event the Contractor terminates this Contract, the Contractor will be entitled to compensation for any un-paid consideration due in satisfactory performance of this Contract.

6.1.2 Termination by Affirm. Affirm may terminate this Contract or suspend payment under Article II, in whole or in part, in the event the Contractor: (i) fails to fulfill in a timely and proper manner its obligations under this Contract; or (ii) violates any of the covenants, agreements, or stipulations of this Contract, by providing the Contractor written notice of termination specifying the date of termination. Affirm may give the Contractor an opportunity to cure deficiencies by providing a cure period, of at least 10 days, in any notice of termination. If Affirm does not provide a cure period or if Contractor does not cure all deficiencies within the time specified by Affirm, the Contract will be terminated. Despite any termination hereunder, the Contractor will not be relieved of liability to Affirm for damages sustained by Affirm by virtue of any material breach of this Contract by the Contractor. Affirm may withhold any amount payable to the Contractor for the purpose of offset until such time as the exact amount of damages, if any, due Affirm from the Contractor is agreed upon or otherwise determined.

6.1.3 Termination or Reduction of DHHS Funding. Affirm relies on certain Department of Health and Human Services (“*DHHS*”) grants to maintain its operations. Affirm has been informed by DHHS that funding is available for the Term. However, in the event any DHHS funding is reduced, terminated or otherwise negatively altered, whether before or after this Contract is effective, Affirm may terminate this Contract in whole or in part by providing the Contractor a written notice of termination. The effective Contract termination date will be the date such DHHS funding is reduced, terminated or otherwise negatively altered. Notwithstanding anything in this Contract to the contrary, if the Contract is terminated because of the foregoing, Affirm is relieved

of all obligations under the Contract. Termination of this Contract hereunder will not be deemed a breach of this Contract by Affirm.

6.1.4 Termination or Reduction of Grant Funding. Affirm relies on the Grant to maintain its operations. Affirm has been informed that the Grant has been awarded for the Term. However, in the event any Grant funding is reduced, terminated or otherwise negatively altered, whether before or after this Contract is effective, Affirm may terminate this Contract in whole or in part by providing the Contractor a written notice of termination. The effective Contract termination date will be the date such Grant funding is reduced, terminated or otherwise negatively altered. Notwithstanding anything in this Contract to the contrary, if the Contract is terminated because of the foregoing, Affirm is relieved of all obligations under the Contract. Termination of this Contract hereunder will not be deemed a breach of this Contract by Affirm.

6.2 Amendment. The Contract, together with Attachments referenced herein, fully expresses all understanding of the Parties concerning all matters covered and will constitute the total Contract. No amendment of, addition to, or alteration of the Terms of this Contract, whether by written or verbal understanding of the Parties, their officers, agents or employees, will be valid unless made in a writing that is formally approved and executed by the Parties or made pursuant to the following procedures:

6.2.1 If Affirm obtains additional Grant funding for periods after the Term, the Contractor may request to extend the Term. Any extension of the Term will be mutually agreed on by the Parties, in writing.

6.2.2 The Contractor may make changes to staff and location of its Screening Services, provided that the Contractor will notify Affirm, in writing as soon as possible for staff changes and within 30 working days of any changes or closures of a clinic site location.

6.2.3 Changes in policies, procedures, and/or forms related to the Screening Services must be submitted in writing to Affirm.

6.2.4 Within 15 days of change, the Contractor must notify Affirm of changes in key clinical or management personnel, including administrative officers and Screening Services program directors.

ARTICLE VII MISCELLANEOUS PROVISIONS

7.1 Nonexclusivity. That this Contract is nonexclusive in nature, and Affirm retains the authority to contract with other Parties for the delivery of Screening Services in the Contractor's geographic area.

7.2 Governing Law. Any action relating to this Contract will be brought in a court of the State of Arizona in the county in which the Screening Services are provided, unless otherwise prohibited by prevailing federal law. Any changes in the governing laws, rules and regulations that do not materially affect the Contractor's obligation under the Contract during the Term will apply but do not require an amendment.

7.3 Intangible Property and Copyright. The Contractor will ensure that publications developed while providing the Screening Services do not contain information that is contrary to ADHS policies or to accepted clinical practice. Affirm Grant support must be acknowledged in any publication. The Contractor will obtain pre-approval from Affirm for publications resulting from activities conducted under this Contract. The Contractor will also provide all publications referencing Affirm to Affirm for pre-approval prior to distribution.

7.4 Dispute Resolution. The Parties will first attempt to resolve any dispute arising under this Contract by informal discussion between the Parties, subject to good cause exceptions, including, but not limited to, disputes determined by either Party to require immediate relief. Any dispute that has not been resolved by informal discussions between the Parties within a reasonable period of time after the commencement of such discussions (not to exceed 30 days), may be resolved by any means available.

7.5 Notice. All notices required or permitted to be given hereunder will be given in writing and will be deemed to have been given when sent by certified or registered mail, postage prepaid, return receipt requested.

Notices to Affirm will be addressed to:
Chief Executive Officer
Arizona Family Health Partnership
3800 N. Central Avenue
Suite 820
Phoenix, Arizona 85012

Notices to the Contractor will be addressed to:
Merissa Mendoza, MPA, RDN, IBCLC
Public Health Director, Interim
Pinal County Public Health Services District
971 N. Jason Lopez Circle, Building D
Florence, AZ 85132

Either Party may change its address for notices by giving written notice of such change to the other Party.

7.6 Severability. If any provision of this Contract is declared void or unenforceable, such provision will be deemed severed from this Contract, which will otherwise remain in full force and effect. If any provision of this Contract is declared void or unenforceable, the Parties will engage in good faith efforts to renegotiate such provision in a matter that most closely matches the intent of the provision without making it unenforceable.

7.7 No Third-Party Beneficiary. This Contract was created by the Parties solely for their benefit and is not intended to confer upon any person or entity other than the Parties any rights or remedies hereunder.

7.8 Waiver. Performance of any obligation required of a Party hereunder may be waived only by a written waiver signed by the other Party, which waiver will be effective only with respect to the specific obligations described herein. The waiver of a breach of any provisions will not operate or be construed as a waiver of any subsequent breach.

7.9 Integration. This Contract represents the entire agreement of the parties with respect to its subject matter, and all agreements, oral or written, entered into prior to this Contract are revoked and superseded by this Contract.

7.10 Execution. This Contract will not be effective until it has been approved as required by the governing bodies of the Parties and signed by the persons having executory powers for the Parties. This Contract may be executed in two or more identical counterparts, by manual or electronic signature.

IN WITNESS WHEREOF, the Parties have each caused an authorized representative to execute and deliver this Contract on the Date provided below.

CONTRACTOR:

AFFIRM:

Signature

Signature

Mike Goodman

Brenda L. Thomas, MPA

Chairman of the Board of Supervisors

Chief Executive Officer

Pinal County Public Health Services District

Affirm

86-6000556

Date

Contractor ID Number (EIN)

Nine Digit DUNS#: 074447095

DUNS Registered Name: County of Pinal

SAM #: GX4FM9VQD7W3

Date



Affirm Request for STI Screening Project Funds

Agency:

Reporting Period From: To:

This is a request for : Reimbursement

Test	Quantity	Amount
CT Tests @ \$22.50/each		\$ -
CT Positives @ \$20/each		\$ -
Syphilis Tests @ \$16/each		\$ -

	Amount Awarded	Total Funds Earned this Reporting Period (i.e. this request)	Prior Report Period Year to Date Funds Earned	Total Year to Date Funds Earned	Available Balance	% Earned YTD
Total Grant		\$ -		\$ -	\$ -	
Total		\$ -	\$ -	\$ -	\$ -	#DIV/0!

*To be determined by agency and verified by Affirm

Certification: By signing this request, I certify to the best of my knowledge and belief that the request is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and intent set forth in the award documents. I am aware that any false, fictitious, or fraudulent information may subject me to criminal, civil, or administrative penalties. (U.S. code, Title 18, Section 1001).

Authorized Signature Date of request

Name Title

Affirm Program Dept Use Only	Affirm Accounting use only
Affirm Program Manager Certification <input style="width: 100px; height: 15px;" type="text"/> Performance satisfactory for payment <input style="width: 100px; height: 15px;" type="text"/> Performance unsatisfactory withhold payment <input style="width: 100px; height: 15px;" type="text"/> Incorrect invoice, returned for clarification <input style="width: 100px; height: 15px;" type="text"/> No payment due	<input style="width: 150px; height: 15px;" type="text"/> Date invoice recorded in QB <input style="width: 150px; height: 15px;" type="text"/> Date of drawdown <input style="width: 150px; height: 15px;" type="text"/> AFHP/Affirm check # <input style="width: 150px; height: 15px;" type="text"/> Date of check <input style="width: 150px; height: 15px;" type="text"/> Title X report updated <input style="width: 150px; height: 15px;" type="text"/> Date of ACH deposit
Program Manager Signature Date	Business Office Signature Date

[Agency Name] Quarterly STI Screening Project Tracking Log

SCREENING RATE					
STI Screening Aim Statement	Baseline (CY 2023)	Jan-Mar 2024	Jan-Jun 2024	Jan-Sept 2024	Jan-Dec 2024
CT screening in Females 24 and younger will increase from XX% to XX% , by 12/31/2024.					
GC screening in Females 24 and younger will increase from XX% to XX% , by 12/31/2024.					
Syphilis screening in Females and Males 34 years and younger will increase from XX% to XX% , by 12/31/2024.					
Numerator: Number of unduplicated clients in the focus population that had at least one [CT, GC, or Syphilis] test during measurement period					
Denominator: Number of unduplicated clients in the focus population seen during measurement period					

PLAN					
S.M.A.R.T. Goal Statement	What specific tasks must be completed in order to achieve the goal? Please be as detailed as possible.	Who will be involved in completing the tasks?	Tasks will be done by what date(s)? Please include a detailed timeline. Consider what you will accomplish each quarter.	How will you measure progress of your S.M.A.R.T. goal?	How will you know when the goal has been completed?

QUARTER 1 UPDATES: January 1-March 31, 2024								
Please include the name and title of who is completing the Q1 update:	What progress has been made?			What challenges/barriers have you faced?			What are the next steps? What needs to be changed or sustained?	Provider Sign Off; Please have them review the Quarterly Update and initial here.
	S.M.A.R.T. Goal 1:	S.M.A.R.T. Goal 2:	S.M.A.R.T. Goal 3:	S.M.A.R.T. Goal 1:	S.M.A.R.T. Goal 2:	S.M.A.R.T. Goal 3:		

QUARTER 2 UPDATE: April 1-June 30, 2024								
Please include the name and title of who is completing the Q1 update:	What progress has been made?			What challenges/barriers have you faced?			What are the next steps? What needs to be changed or sustained?	Provider Sign Off; Please have them review the Quarterly Update and initial here.
	S.M.A.R.T. Goal 1:	S.M.A.R.T. Goal 2:	S.M.A.R.T. Goal 3:	S.M.A.R.T. Goal 1:	S.M.A.R.T. Goal 2:	S.M.A.R.T. Goal 3:		

QUARTER 3 UPDATE: July 1-September 30, 2024								
Please include the name and title of who is completing the Q1 update:	What progress has been made?			What challenges/barriers have you faced?			What are the next steps? What needs to be changed or sustained?	Provider Sign Off; Please have them review the Quarterly Update and initial here.
	S.M.A.R.T. Goal 1:	S.M.A.R.T. Goal 2:	S.M.A.R.T. Goal 3:	S.M.A.R.T. Goal 1:	S.M.A.R.T. Goal 2:	S.M.A.R.T. Goal 3:		

QUARTER 4 UPDATE: October 1-December 31, 2024								
Please include the name and title of who is completing the Q1 update:	What progress has been made?			What challenges/barriers have you faced?			What are the next steps? What needs to be changed or sustained?	Provider Sign Off; Please have them review the Quarterly Update and initial here.
	S.M.A.R.T. Goal 1:	S.M.A.R.T. Goal 2:	S.M.A.R.T. Goal 3:	S.M.A.R.T. Goal 1:	S.M.A.R.T. Goal 2:	S.M.A.R.T. Goal 3:		

**CERTIFICATE OF INSURANCE
TO BE INSERTED HERE**



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/12/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Arthur J. Gallagher Risk Management Services, LLC 18201 Von Karman Ave Suite 200 Irvine CA 92612	CONTACT NAME: Nasreen Kopecky PHONE (A/C. No. Ext): 949-349-9857 E-MAIL ADDRESS: nasreen_kopecky@ajg.com	FAX (A/C. No): 949-349-9900	
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Pinal County 31 N Pinal St., Building A PO Box 1590 Florence AZ 85132	License#: 0D69293 ARIZCOU-01	INSURER A : Arizona Counties Insurance Pool INSURER B : Great American Insurance Company INSURER C : INSURER D : INSURER E : INSURER F :	16691

COVERAGES

CERTIFICATE NUMBER: 407409754

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Pub Offis' E&O <input checked="" type="checkbox"/> Misc Med Mal E&O GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		ACIP070123	7/1/2023	7/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ Included MED EXP (Any one person) \$ Not Covered PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 Errors & Omissions \$ 1,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> Comprehensiv <input checked="" type="checkbox"/> Collision			ACIP070123	7/1/2023	7/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$5,000/\$5,000 \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	ACIPWC070123	7/1/2023	7/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A B	Incidental Medical Malpractice Sexual Abuse Crime	N	N	ACIP070123 GVT E101141 06 00	7/1/2023 7/1/2023	7/1/2024 7/1/2024	Per Incident/Agg Claim/Agg Employee Dishonesty \$1M / \$3M 500,000 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: STI Screening Services, 01/01/2024 - 12/31/2024.

Certificate Holder is included as Additional Insured pursuant to and subject to the policy's terms, definitions, conditions and exclusions.

CERTIFICATE HOLDER**CANCELLATION**

Affirm
 Arizona Family Health Partnership
 3800 N. Central Avenue, Suite 820
 Phoenix AZ 85012

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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**ENDORSEMENT NO. 11 – Additional Insured – INSURED
CONTRACT**

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER SECTION I, COMPREHENSIVE GENERAL LIABILITY. PLEASE READ IT CAREFULLY.

1. The following is added to **SECTION I COMPREHENSIVE GENERAL LIABILITY**:

Any person(s), entity(ies), or organization(s) to whom the **NAMED MEMBER** is obligated by virtue of an **INSURED CONTRACT** to provide coverage solely with respect to **BODILY INJURY** and **PROPERTY DAMAGE** and arising out of:

- a. **PREMISES** leased, rented, used or occupied by you;
- b. **AUTOMOBILES** leased or rented by you;
- c. Equipment owned, leased, rented, maintained or used by you; or
- d. Mortgagees of a **NAMED MEMBER**.

However, this insurance under this endorsement does not apply to:

- 1) Any **OCCURRENCE** which takes place prior to or after you cease to occupy the **PREMISES** as stated in the **INSURED CONTRACT**.
- 2) Any structural alteration, new construction or demolition operations performed by or on behalf of the additional insured.
- 3) Any **WRONGFUL ACT, EMPLOYMENT PRACTICES VIOLATION, or NEGLIGENT ACT, ERROR, OR OMISSION**.

The limits of Coverage afforded under this endorsement will be limited to the Limits of Insurance required within the terms of the **INSURED CONTRACT** or the Limits of Coverage of this **MOC**, whichever is less, and will apply in excess of any underlying insurance or your Member Deductible shown in the Declarations. We will not be obligated for Limits of Insurance shown in the **INSURED CONTRACT** that are greater than the Limits of Coverage of this **MOC**.



**ENDORSEMENT NO. 11 – Additional Insured – INSURED
CONTRACT (Continued)**

DEFINITIONS

INSURED CONTRACT means:

1. A contract for **PREMISES** leased, rented or loaned to you. However, that portion of the contract for a lease of **PREMISES** that indemnifies any person or organization for damage by fire to **PREMISES** while rented to you or temporarily occupied by you with permission of the owner is not an **INSURED CONTRACT**;
2. A sidetrack agreement;
3. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
4. An obligation, as required by ordinance;
5. An elevator maintenance agreement;
6. That part of any other contract or agreement pertaining to your business under which you assume the tort liability to pay for **BODILY INJURY** or **PROPERTY DAMAGE** to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

INSURED CONTRACT does not include an agreement to indemnify the following:

1. A railroad for construction or demolition operations within 50 feet of railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass, or crossing;
2. An architect, engineer, or surveyor for their professional services.

Except as amended in this Endorsement, this coverage is subject to all coverage terms, clauses, and conditions in the **MOC** to which this Endorsement is attached.



PINAL COUNTY
WIDE OPEN OPPORTUNITY

AGENDA ITEM

May 1, 2024 ADMINISTRATION BUILDING A
FLORENCE, ARIZONA

REQUESTED BY:

Funds #: 82

Dept. #: 359

Dept. Name: Public Health

Director: Merissa Mendoza

BRIEF DESCRIPTION OF AGENDA ITEM AND REQUESTED BOARD ACTION:

Discussion/approval/disapproval of Amendment No. 1 of Award Agreement No. CTR063850 under the Arizona Prescription Drug Overdose Prevention Program grant program between the Arizona Department of Health Services and Pinal County, through the Pinal County Board of Supervisors beginning September 30, 2023, ending September 29, 2024, for \$50,000. This grant will be used by the department to maintain an Overdose Fatality Review Team. This multidisciplinary review of the circumstances surrounding overdose deaths within Pinal County, and makes systems and policy recommendations aimed at decreasing overdoses. A pro-rated amount was adopted in the FY23/24 budget. The remaining amount will be budgeted in FY 24/25. There is no impact on the General Fund. (Jan Vidimos/Merissa Mendoza)

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

There is no match requirement and no impact to the general fund.

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

This grant will be used by the department to maintain an Overdose Fatality Review Team. This multidisciplinary review of the circumstances surrounding overdose deaths within Pinal County, and makes systems and policy recommendations aimed at decreasing overdoses.

MOTION:

Approve as presented.

History	Who	Approval
Time		
4/18/2024 8:50 AM	County Attorney	Yes
4/18/2024 9:16 AM	Grants/Hearings	Yes
4/23/2024 12:50 PM	Budget Office	Yes
4/24/2024 4:54 PM	County Manager	Yes

ATTACHMENTS:

Click to download
<input type="checkbox"/> Grant Request
<input type="checkbox"/> Contract Amendment 1
<input type="checkbox"/> 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.:
CTR063850

IGA AMENDMENT NO.: ONE (1)

PROCUREMENT OFFICER
NATHANIEL THOMAS

ARIZONA'S PRESCRIPTION DRUG OVERDOSE PREVENTION PROGRAM

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

1. Pursuant to Terms and Conditions, Provision Six (6) Contract Changes, Section 6.1. Amendments, the following changes are made under this Amendment One (1):
 - 1.1. The Scope of Work is hereby revised and replaced; and
 - 1.2. The Price Sheet is hereby revised and replaced.

ALL CHANGES ARE MARKED BELOW IN **RED**

All other provisions of this agreement remain unchanged.

Pinal County Public Health Services District

Contractor Name:
 PO Box 2945

Address:
 Florence AZ 85132
 City State Zip

County Authorized Signature

 Print Name

 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

Signature _____ Date _____

Signed this _____ day of _____ 2024.

Print Name _____

Procurement Officer

Contract No.: **CTR063850**, 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 _____

	INTERGOVERNMENTAL AGREEMENT (IGA) Amendment		ARIZONA DEPARTMENT OF HEALTH SERVICES 150 18 th Ave Suite 530 Phoenix, Arizona 85007
	CONTRACT NO.: CTR063850	IGA AMENDMENT NO.: ONE (1)	PROCUREMENT OFFICER NATHANIEL THOMAS

Scope of Work

1. DEFINITIONS:

- 1.1 **“AHCCCS” for the purpose of this document refers to Arizona Health Care Cost Containment System.**
- 1.2 “ADHS” for the purpose of this document refers to the Arizona Department of Health Services.
- 1.3 “OVIP” for the purpose of this document refers to the Office of Injury and Violence Prevention within the Arizona Department of Health Services.
- 1.4 “CDC” for the purpose of this document refers to the Centers for Disease Control and Prevention.
- 1.5 “CSPMP” for the purpose of this document refers to the Controlled Substances Prescription Monitoring Program.
- 1.6 “CME” for the purpose of this document refers to Continuing Medical Education.
- 1.7 **“SOR” for the purpose of this document refers to State Opioid Response.**
- 1.8 **“OFR” for the purpose of this document refers to Overdose Fatality Review.**
- 1.9 “County or County Health Department” for the purpose of this document means the individual counties selected as high-burden areas in the state to implement **OFR objectives.**
- 1.10 “County Health Department Program Managers” for the purpose of this document, refers to the individual who works for the Contractor who has overall responsibility of the proposed project, including management of staff and Contractors to ensure that the State is in compliance with all grant requirements and communication with ADHS on progress made toward achieving the deliverables.
- 1.11 **“EMS” for the purpose of this document refers to Emergency Medical Services.**
- 1.12 “High-burden areas” for the purpose of this document refers to communities which are identified by ADHS and Contractor as areas within the county with the highest rates of prescription drug mortality and morbidity.
- 1.13 “Partners” for the purpose of this document refers to state agencies, providers, evidence-based practices (EBP’s), communities and others.
- 1.14 “PSAs” for the purpose of this document refers to public service announcements.
- 1.15 “RHBAs” for the purpose of this document refers to Regional Behavioral Health Authorities.
- 1.16 “Rx” for the purpose of this document refers to prescription.
- 1.17 “ADHS Program Manager” means Arizona Department of Health Services employed staff managing the Project contract.
- 1.18 **“ADHS OFR Epidemiologist” means Arizona Department of Health Services employed OFR epidemiologist.**
- 1.19 “Shall or Must” means a mandatory requirement. Failure to meet these mandatory requirements may deem Contractor out of compliance with the Agreement.

	INTERGOVERNMENTAL AGREEMENT (IGA) Amendment		ARIZONA DEPARTMENT OF HEALTH SERVICES 150 18 th Ave Suite 530 Phoenix, Arizona 85007
	CONTRACT NO.: CTR063850	IGA AMENDMENT NO.: ONE (1)	PROCUREMENT OFFICER NATHANIEL THOMAS

2. BACKGROUND

- 2.1. **ADHS OIVP administers funds provided by AHCCCS for operation of the State Opioid Response program.**
- 2.2. **The overarching goal of SOR funds is to support Arizona in building the local capacity for counties to develop drug OFR teams. OFR teams bring together community agencies in a formal process to systematically share information on the death event and to identify risk factors in those deaths.**
- 2.3. Abuse and addiction to opioids is a serious and challenging national public health problem. Deaths from drug overdose have risen steadily over the past two (2) decades and have become the leading cause of injury death in the United States. The latest numbers from the CDC show a reported 92,452 overdose deaths for the year 2020, up thirty percent (30%) from the 71,130 deaths in 2019. Of those 2020 deaths, opioids were involved in 69,031, which accounts for seventy-five percent (75%) of all drug overdose deaths.
- 2.4. Previously, this opioid epidemic had been driven by prescription drug use. According to data from Arizona's CSPMP, there were 4.1 million Class II-IV prescriptions written and 240,511,812 pills dispensed in Arizona in 2019. This equates to thirty-four (34) Schedule II-IV controlled substance pills for every person, adults and children, living in Arizona. According to experts, recent prescribing practices in Arizona rank our state as twenty-eighth (28th) for opioid prescribing with forty-four point one (44.1) prescriptions per 100 people; but this is no longer the root cause of overdose deaths.
- 2.5. Now, the main driver of the opioid crisis is fentanyl. In 2019, synthetic opioids were involved in more than 36,000 deaths in the U. S., which is about seventy-three percent (73%) of all opioid-involved deaths that year. Most of these fentanyl deaths were due to illicitly-made fentanyl, which is found in counterfeit pills and being mixed into other drugs such as heroin. Other street drugs (such as methamphetamines) may be laced with fentanyl without the user's knowledge, adding to risk of overdose. In Arizona, presence of fentanyl in overdoses significantly increased from nine percent (9%) in 2017 to fifty percent (50%) in 2021.
- 2.6. In addition to the human cost, the financial burden of opioid misuse is enormous. In 2019, there were 56,623 hospital visits related to opioids in Arizona, at an average cost of \$11,942 per visit. This equals about \$676 million dollars in health care costs due to opioids.
- 2.7. Prescription and illicit opioids, like fentanyl, are addictive and responsible for an increasing number of deaths in Arizona. This rise reflects a growing problem across the nation and overdose deaths are the leading cause of preventable injury death.
- 2.8. **ADHS will work with county health departments to build capacity/systems to address drug misuse and abuse within their community by supporting their case management projects.**

3. OBJECTIVE

With resources awarded through AHCCCS, ADHS is building the local capacity for counties to develop drug OFR teams. ADHS will work with county health departments to build capacity/systems to address drug misuse and abuse within their community by setting up a county drug OFR team. The objective of the SOR funding distributed to county health departments supporting case management is that the counties will focus on providing supports using community health workers, case management, first responders, and peer navigators to address high-risk populations in an effort to improve linkages to care.

- 3.1. Enhancing the capacity of county health departments to address the opioid epidemic through implementation of prevention-based strategies that will lessen the overall impact and burden of opioid misuse across the community.

	INTERGOVERNMENTAL AGREEMENT (IGA) Amendment		ARIZONA DEPARTMENT OF HEALTH SERVICES 150 18 th Ave Suite 530 Phoenix, Arizona 85007
	CONTRACT NO.: CTR063850	IGA AMENDMENT NO.: ONE (1)	PROCUREMENT OFFICER NATHANIEL THOMAS

4. TASKS

The Contractor shall complete the following tasks to achieve the program goals:

- 4.1. Designate a point of contact that will be responsible for conducting systematic, multidisciplinary, and multimodality reviews of drug overdose fatalities and identify actionable prevention recommendations for implementation at the local level.
- 4.2. Request and collect records for each case, including but not limited to:
 - 4.2.1. Medical, including toxicology and medical examiner.
 - 4.2.2. Behavioral Health records.
 - 4.2.3. Criminal justice records.
 - 4.2.4. Prescription drug history records (CSPMP).
 - 4.2.5. Department of Child Services records.
 - 4.2.6. Emergency Medical Services/Fire Department records.
 - 4.2.7. Next of kin interviews (if applicable).
- 4.3. Based on records received, use the data tool spreadsheet to document case demographics, methods of injury, substance use history, behavioral health history, healthcare utilization, stressors, childhood history, and chronic conditions of OFR cases.
- 4.4. Enter information from all records collected into the data tool spreadsheet.
- 4.5. Submit completed data tool spreadsheet to the OFR Epidemiologist at ADHS.
- 4.6. Respond to feedback from the OFR Epidemiologist to ensure data can be included in the annual OFR data analysis and statewide report.
- 4.7. Build and maintain working relationships between local stakeholders on overdose prevention.
- 4.8. Attend and participate in contractor meetings.
- 4.9. Establish Linkages to Care:
 - 4.9.1. Have a representative from the County participate in the ADHS Linkages to Care workgroup.

5. REQUIREMENTS

The Contractor shall provide:

- 5.1. A complete annual Overdose Fatality Review data collection tool using the template provided by ADHS. A complete data tool entail:
 - 5.1.1. A death certificate number for each case.
 - 5.1.2. At least one (1) standardized prevention recommendation for each case reviewed.

	INTERGOVERNMENTAL AGREEMENT (IGA) Amendment		ARIZONA DEPARTMENT OF HEALTH SERVICES 150 18 th Ave Suite 530 Phoenix, Arizona 85007
	CONTRACT NO.: CTR063850	IGA AMENDMENT NO.: ONE (1)	PROCUREMENT OFFICER NATHANIEL THOMAS

- 5.1.3. Each case has no more than four (4) columns with missing or “unknown” responses.
- 5.1.4. No missing data in required columns.
- 5.1.5. All cases submitted follow the state’s case requirements of at least 18 years of age, not pregnant in the last year, Arizona resident, and not a suicide death.
- 5.1.6. Notation of medical records received for each case, including facility or provider requested from, date request sent, and date records received.

6. DELIVERABLES

The Contractor shall:

- 6.1. Participate in surveys, interviews (remote or face-to-face), and questionnaires developed and disseminated by ADHS’ Evaluation Team or Consultant to collect data and information necessary to assess the state and local progress with meeting grant related goals, objectives, evaluation, and outcomes.
- 6.2. Prepare and submit annual budget(s) and work/ action plan(s).
- 6.3. Prepare and submit quarterly Contractors Expenditures Reports (CERs) with documentation.
- 6.4. Submit quarterly reports to ADHS detailing quarterly progress on **funded** activities.
- 6.5. Attend and participate in quarterly contractor meetings with ADHS.
- 6.6. **Assign at least one staff person to attend and participate in ADHS’ Linkages to Care workgroup.**
- 6.7. Attend and participate in any training, statewide contractor’s meetings, or professional development provide by ADHS or its contracted vendors, as necessary.

State Overdose Response (SOR) Grant Deliverables Timeline (September 30 – September 29)

Deliverable Title	DUE DATE
1 st Quarter Survey Completion and CER (October – December)	January 31 st
2 nd Quarter Survey Completion and CER (January – March)	April 30 th
Local OFR Data Submission	May 1 st
3 rd Quarter Survey Completion and CER (April – June)	July 31 st
Complete Local Annual OFR Analysis	July 1 st
4 th Quarter Survey Completion and CER (July – September)	October 31 st

7. STATE PROVIDED ITEMS

ADHS will:

- 7.1. Provide budget, CER, and quarterly report templates.
- 7.2. **Provide a data tool template (Excel spreadsheet) for collecting and tracking case record data and prevention recommendations.**

	INTERGOVERNMENTAL AGREEMENT (IGA) Amendment		ARIZONA DEPARTMENT OF HEALTH SERVICES 150 18 th Ave Suite 530 Phoenix, Arizona 85007
	CONTRACT NO.: CTR063850	IGA AMENDMENT NO.: ONE (1)	PROCUREMENT OFFICER NATHANIEL THOMAS

- 7.3. Provide death certificate data twice annually.
- 7.4. Coordinate quarterly contractor calls with county staff to facilitate state and county updates and share resources.
- 7.5. Provide an annual virtual orientation training to county staff.
- 7.6. Provide technical assistance to county staff as needed.
- 7.7. Share resources and professional development opportunities with Counties to provide additional support for the implementation of grant related activities.

8. REFERENCE DOCUMENTS

- 8.1. Arizona Opioid Epidemic webpage and Interactive Data Dashboard- azhealth.gov/opioid.
- 8.2. Arizona Opioid Assistance and Referral (OAR) Line- <https://phoenixmed.arizona.edu/oar>.
- 8.3. ADHS Injury Prevention website: <https://www.azdhs.gov/prevention/womens-childrens-health/injury-prevention/index.php#ofr-team>.
- 8.4. ADHS Opioid Prevention website: <https://www.azdhs.gov/opioid/> <https://www.azdhs.gov/opioid/>.
- 8.5. Substance Abuse and Mental Health Services Administration Opioid Overdose Prevention Toolkit: <https://store.samhsa.gov/product/opioid-overdose-prevention-toolkit/sma18-4742>.

9. APPROVALS

- 9.1. Prior to publishing or recording any marketing materials including, but not limited to, brochures, posters, public service announcements, publications, videos, or journal articles which will be developed and paid using funds awarded under this Contract, a draft of the marketing material must first be approved by ADHS. The ADHS Communications Director must approve prior to the dissemination of such materials or airing of such announcements.
- 9.2. With prior written approval from the ADHS Program Manager, the Contractor is authorized to transfer up to a maximum of ten percent (10%) of the total budget amount between line items. Transfers of funds are only allowed between funded line items. Transfers exceeding ten percent (10%) or to a non-funded line item shall require an amendment. The Contractor should reach out to the ADHS Program Manager before the end of the 3rd quarter, so that a timely amendment can be processed by ADHS.
- 9.3. Requests for publication, student thesis or dissertations based on the work funded by this intergovernmental Agreement must be approved in writing, in advance, by the ADHS Principal Investigator. The contractor shall submit the request to the ADHS Principal Investigator at least forty-five (45) days in advance of proposed publication date. ADHS agrees to limit circulation and use of such materials to internal distributions with ADHS and agrees that such distribution will be solely for the purposes of review and comment. ADHS may require additional statements and will provide the statements when needed.

	INTERGOVERNMENTAL AGREEMENT (IGA) Amendment		ARIZONA DEPARTMENT OF HEALTH SERVICES 150 18 th Ave Suite 530 Phoenix, Arizona 85007
	CONTRACT NO.: CTR063850	IGA AMENDMENT NO.: ONE (1)	PROCUREMENT OFFICER NATHANIEL THOMAS

10. NOTICES, CORRESPONDENCE, REPORTS

10.1. Notices, Correspondence and Reports from the Contractor to ADHS shall be sent to:

Arizona Department of Health Services
 Ariel Moreno, SOR Grant Manager
 150 North 18th Avenue, Suite 310-B
 Phoenix, AZ 85007
 Email: ariel.moreno@azdhs.gov

With an email cc: to Elizabeth.markona@azdhs.gov

10.2. Contractor Expenditure Reports (CERs) and documentation from the Contractor to ADHS shall be sent to:

Arizona Department of Health Services
 Ariel Moreno, SOR Grant Manager
 150 North 18th Avenue, Suite 310-B
 Phoenix, AZ 85007
 Email: ariel.moreno@azdhs.gov

With an email cc: to Elizabeth.markona@azdhs.gov

10.3. Notices, Correspondence, and Reports from ADHS to the Contractor shall be sent to:

Jan Vidimos, Public Health Division Manager for Community Health
 Pinal County Public Health Services District
 971 N. Jason Lopez Circle, Bldg D
 Florence, AZ 85132
 Phone: (520) 840-6604
 Email: Jan.Vidimos@pinal.gov

	INTERGOVERNMENTAL AGREEMENT (IGA) Amendment		ARIZONA DEPARTMENT OF HEALTH SERVICES 150 18 th Ave Suite 530 Phoenix, Arizona 85007
	CONTRACT NO.: CTR063850	IGA AMENDMENT NO.: ONE (1)	PROCUREMENT OFFICER NATHANIEL THOMAS

Budget and Price Sheet

Pinal County Funding: State Opioid Response (SOR) Budget Period: September 30, 2023 – September 29, 2024 Cost Reimbursement Line Item Budget	
ACCOUNT CLASSIFICATION	TOTAL BUDGET
Personnel*	\$32,000.00
ERE*	\$9,600.00
Professional & Outside Services	\$0.00
Travel	\$0.00
Occupancy	\$0.00
Other Operating	\$4,240.00
Capital Outlay	\$0.00
Indirect* (10% maximum)	\$4,160.00
ANNUAL TOTAL (Not to Exceed)	\$50,000.00

(*) Indicates the funded items used to calculate the indirect amount

With prior written approval from the Program Manager, the contractor is authorized to transfer up to a maximum of 10% of the total budget amount between line items. Transfer of funds are only allowed between funded line items. Transfers exceeding 10% or to a non-funded line item shall require an amendment.



PINAL COUNTY

WIDE OPEN OPPORTUNITY

AGENDA ITEM
January 25, 2023
ADMINISTRATION BUILDING A
FLORENCE, ARIZONA

REQUESTED BY: Jan Vidimos/Tascha Spears

Funds #: 82

Dept. #: 359

Dept. Name: Public Health Services District

Director: Tascha Spears

BRIEF DESCRIPTION OF AGENDA ITEM AND REQUESTED BOARD ACTION:

Discussion/approval/disapproval of Contract Number CTR063850 with the Arizona Department of Health Services for the AZ Prescription Drug Overdose Prevention Program. The term of this contract is for September 1, 2022, through August 31, 2027. The total contract amount is not to exceed \$351,630.00. (Jan Vidimos/Tascha Spears)

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

This contract will provide funds to the Public Health Services District's Prescription Drug Overdose Prevention Program. Reimbursement provided were part of the FY22/23 Budget process and will not impact to the General Fund.

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

Abuse and addiction to opioids is a serious and challenging national public health problem. With the resources award through AZ Prescription Drug Overdose Prevention, Pinal Public Health Services District will work with community stakeholders within the County to enhance community situational awareness through outreach and education.

MOTION:

Approve as presented

History

Time

Who

Approval

ATTACHMENTS:

[Click to download](#)

PLO



INTERGOVERNMENTAL AGREEMENT (IGA)

Contract No. CTR063850

ARIZONA DEPARTMENT OF HEALTH SERVICES

150 North 18th Avenue, Suite 530
Phoenix, Arizona 85007

Procurement Officer
Anthony Beckum

Project Title: Arizona's Prescription Drug Overdose Prevention Program Begin Date: September 1, 2022

Geographic Service Area: Pinal County Termination Date: August 31, 2027

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:

- 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.

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: <hr/> Federal Employer Identification No.: <hr/> Tax License No.: <hr/> Contractor Name: Pinal County Public Health Services District Address: PO Box 2945 Florence, AZ 85132	<p style="text-align: center;">FOR CLARIFICATION, CONTACT:</p> Name: <u>Tascha Spears, Ph.D., M.Sc., RN, Director</u> Phone: <u>(520) 960-0633</u> FAX No: _____ E-mail: <u>Tascha.spears@pinal.gov</u>
<p style="text-align: center;">CONTRACTOR SIGNATURE:</p> The Contractor agrees to perform all the services set forth in the Agreement and Work Statement. <div style="text-align: center; margin-top: 20px;"> 01/25/2023 </div> <hr/> Signature of Person Authorized to Sign Date <div style="text-align: center; margin-top: 10px;"> Jeff Serdy, Chairman </div> <hr/> Print Name and Title	<p>This Contract shall henceforth be referred to as Contract No. <u>CTR063850</u> 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.</p> <p>State of Arizona Signed this _____ day of _____, 202_</p> <hr/> <p style="text-align: center;">Procurement Officer</p>
<p>CONTRACTOR ATTORNEY SIGNATURE:</p> 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. <div style="text-align: center; margin-top: 20px;"> 1/23/2023 </div> <hr/> Signature of Person Authorized to Sign Date <div style="text-align: center; margin-top: 10px;"> Anne Froedje, Deputy County Atty. </div> <hr/> Print Name and Title	<p>Contract, No. CTR063850, 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.</p> <p>The Attorney General, BY:</p> <hr/> <div style="display: flex; justify-content: space-between;"> Signature Date </div> <hr/> Assistant Attorney General:

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

As used in this Contract, the terms listed below are defined as follows:

- 1.1 "Attachment" means any item the Solicitation which requires the Offeror to submit as part of the Offer.
- 1.2 "Contract" means the combination of the Solicitation, including the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement of Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments.
- 1.3 "Contract Amendment" means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.
- 1.4 "Contractor" means any person who has a Contract with the State.
- 1.5 "Data" means recorded information, regardless of form or the media on which it may be recorded. The term may include technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.
- 1.6 "Days" means calendar days unless otherwise specified.
- 1.7 "Exhibit" means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation generally containing maps, schematics, examples of reports, or other documents that will be used to perform the requirements of the Scope of Work after contract award.
- 1.8 "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.
- 1.9 "Materials" means all property, including equipment, supplies, printing, insurance and leases of property but does not include land, a permanent interest in land or real property or leasing space.
- 1.10 "Procurement Officer" means the person, or his or her designee, duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract.
- 1.11 "Services" means the furnishing of labor, time or effort by a Contractor or Subcontractor which does not involve the delivery of a specific end product other than required reports and performance, but does not include employment agreements or collective bargaining agreements.
- 1.12 "State" means any department, commission, council, board, bureau, committee, institution, agency, government corporation or other establishment or official of the executive branch or corporation commission of the State of Arizona that executes the Contract.
- 1.13 "State Fiscal Year" means the period beginning with July 1 and ending June 30.
- 1.14 "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 Materials or any Services required for the performance of the Contract.
- 1.15 "Subcontractor" means a person who contracts to perform work or render Services to a Contractor or to another Subcontractor as a part of a Contract with the State.

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2. Contract Type.

This Contract shall be:

 X Cost Reimbursement

3. Contract Interpretation

- 3.1. Arizona Law. The Arizona law applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona Procurement Code, Arizona Revised Statutes (A.R.S.) Title 41, Chapter 23, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 2, Chapter 7.
- 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. Special Terms and Conditions;
 - 3.3.2. Uniform Terms and Conditions;
 - 3.3.3. Statement or Scope of Work;
 - 3.3.4. Specifications;
 - 3.3.5. Attachments;
 - 3.3.6. Exhibits; then
 - 3.3.7. Any other documents referenced or included in the Solicitation including, but not limited to, any Bid or Offer documents provided by the Contractor that do not fall into one of the above categories.
- 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 Parol 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 and no other understanding either oral or in writing shall be binding.
- 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.

4. Contract Administration and Operation

- 4.1. Records. Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall contractually require each Subcontractor to retain any and all Data and other "records" relating to the acquisition and

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performance of the Contract for a period of five (5) years after the completion of the Contract. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.

- 4.2. **Non-Discrimination**. The Contractor shall comply with State Executive Order No. 2009-09 and any and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.
- 4.3. **Audit**. Pursuant to A.R.S. § 35-214, at any time during the term of this Contract and five (5) years thereafter, the Contractor's or any Subcontractor's books and records shall be subject to audit by the State and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subcontract.
- 4.4. **Facilities Inspection and Materials Testing**. The Contractor agrees to permit access to its facilities, Subcontractor facilities, and the Contractor's processes or services, at reasonable times for inspection of the facilities or Materials covered under this Contract as required under A.R.S. § 41-2547. The State shall also have the right to test, at its own cost, the Materials to be supplied under this Contract. Neither inspection of the Contractor's facilities nor Materials testing shall constitute final acceptance of the Materials or Services. If the State determines non-compliance of the Materials, the Contractor shall be responsible for the payment of all costs incurred by the State for testing and inspection.
- 4.5. **Notices**. Notices to the Contractor required by this Contract shall be made by the State to the person indicated on the Offer and Acceptance form submitted by the Contractor unless otherwise stated in the Contract. Notices to the State required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation, stated in the Contract, or listed on the State's eProcurement system. An authorized Procurement Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice to the other and an amendment to the Contract shall not be necessary.
- 4.6. **Advertising, Publishing and Promotion of Contract**. The Contractor shall not use, advertise or promote information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.
- 4.7. **Continuous Improvement**. Contractor shall recommend continuous improvements on an on-going basis in relation to any Materials and Services offered under the Contract, with a view to reducing State costs and improving the quality and efficiency of the provision of Materials or Services. State may require Contractor to engage in continuous improvements throughout the term of the Contract.
- 4.8. **Other Contractors**. State may undertake on its own or award other contracts to the same or other suppliers for additional or related work. In such cases, the Contractor shall cooperate fully with State employees and such other suppliers and carefully coordinate, fit, connect, accommodate, adjust, or sequence its work to the related work by others. Where the Contract requires handing-off Contractor's work to others, Contractor shall cooperate as State instructs regarding the necessary transfer of its work product, Materials, Services, or records to State or the other suppliers. Contractor shall not commit or permit any act that interferes with the State's or other suppliers' performance of their work, provided that, State shall enforce the foregoing section equitably among all its suppliers so as not impose an unreasonable burden on any one of them.
- 4.9. **Ownership of Intellectual Property**
 - 4.9.1. **Rights In Work Product**. All intellectual property originated or prepared by Contractor pursuant to the Contract, including but not limited to, inventions, discoveries, intellectual copyrights, trademarks, trade names, trade secrets, technical communications, records reports, computer programs and other documentation or improvements thereto, including Contractor's administrative communications and records relating to the Contract, are considered work

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product and Contractor's property, provided that, State has Government Purpose Rights to that work product as and when it was delivered to State.

- 4.9.2. "Government Purpose Rights" are:
- 4.9.2.1. the unlimited, perpetual, irrevocable, royalty free, non-exclusive, worldwide right to use, modify, reproduce, release, perform, display, sublicense, disclose and create derivatives from that work product without restriction for any activity in which State is a party;
 - 4.9.2.2. the right to release or disclose that work product to third parties for any State government purpose; and
 - 4.9.2.3. the right to authorize those to whom it rightfully releases or discloses that work product to use, modify, release, create derivative works from the work product for any State government purpose; such recipients being understood to include the federal government, the governments of other states, and various local governments.
- 4.9.3. "Government Purpose Rights" do not include any right to use, modify, reproduce, perform, release, display, create derivative works from or disclose that work product for any commercial purpose, or to authorize others to do so.
- 4.9.4. Joint Developments. The Contractor and State may each use equally any ideas, concepts, know-how, or techniques developed jointly during the course of the Contract, and may do so at their respective discretion, without obligation of notice or accounting to the other party.
- 4.9.5. Pre-existing Material. All pre-existing software and other Materials developed or otherwise obtained by or for Contractor or its affiliates independently of the Contract or applicable Purchase Orders are not part of the work product to which rights are granted State under subparagraph 3.9.1 above, and will remain the exclusive property of Contractor, provided that:
- 4.9.5.1. any derivative works of such pre-existing Materials or elements thereof that are created pursuant to the Contract are part of that work product;
 - 4.9.5.2. any elements of derivative work of such pre-existing Materials that was not created pursuant to the Contract are not part of that work product; and
 - 4.9.5.3. except as expressly stated otherwise, nothing in the Contract is to be construed to interfere or diminish Contractor's or its affiliates' ownership of such pre-existing Materials.
- 4.9.6. Developments Outside Of Contract. Unless expressly stated otherwise in the Contract, this Section does not preclude Contractor from developing competing Materials outside the Contract, irrespective of any similarity to Materials delivered or to be delivered to State hereunder.
- 4.10. Property of the State. If there are any materials that are not covered by Section 3.9 above created under this Contract, including but not limited to, reports and other deliverables, these materials are the sole property of the State. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the State.
- 4.11. Federal Immigration and Nationality Act. Contractor shall comply with all federal, state and local

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immigration laws and regulations relating to the immigration status of their employees during the term of the contract. Further, 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 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 or debarment of the contractor.

4.12. 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.

4.13. Offshore Performance of Work involving Data is Prohibited. Any Services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and involve access to Data shall be performed within the defined territories of the United States.

4.14. Certifications Required by State Law.

4.14.1. If Contractor is a Company as defined in A.R.S. § 35-393, Contractor certifies that it is not currently engaged in a boycott of Israel as described in A.R.S. §§ 35-393 *et seq.* and will refrain from any such boycott for the duration of this Contract.

4.14.2. Contractor further certifies that it shall comply with A.R.S. § 35-394, regarding use of the forced labor of ethnic Uyghurs, as applicable.

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 Materials or Services, the Contractor shall submit a complete and accurate invoice for payment from the State within thirty (30) days.

5.2. Delivery. Unless stated otherwise in the Contract, per A.R.S. § 47-2319, all prices shall be F.O.B. ("free on board") Destination and shall include all freight delivery and unloading at the destination.

5.3. Firm, Fixed Price. Unless stated otherwise in the Special Terms and Conditions of the Contract, all prices shall be firm-fixed-prices.

5.4. Applicable Taxes

5.4.1. Payment of Taxes. The Contractor shall be responsible for paying all applicable taxes.

5.4.2. 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 such taxes from the buyer does not relieve the seller from its obligation to remit taxes.

5.4.3. Tax Indemnification. 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, and 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.

5.4.4. IRS W9 Form. In order to receive payment the Contractor shall have a current I.R.S. W9 Form on file with the State of Arizona, unless not required by law.

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5.5. Availability of Funds for the Next State Fiscal Year. Funds may not presently be available for performance under this Contract beyond the current State Fiscal Year. No legal liability on the part of the State for any payment may arise under this Contract beyond the current State Fiscal Year until funds are made available for performance of this Contract.

5.6. Availability of Funds for the Current State Fiscal Year. Should the State Legislature enter back into session and reduce the appropriations or for any reason and these Materials or Services are not funded, the State may take any of the following actions:

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

5.6.2. Cancel the Contract; or

5.6.3. Cancel the Contract and re-solicit the requirements.

6. Contract Changes

6.1. Amendments. 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 within the scope of the Contract. Changes to the Contract, including the addition of Services or Materials, the revision of payment terms, or the substitution of Services or Materials, directed by a person who is not specifically authorized by the Procurement Officer in writing or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized written Contract Amendments 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 for the performance of this Contract without the advance written approval of the Procurement Officer as described in Arizona State Procurement Office Standard Procedure 002. The Contractor shall clearly list any proposed Subcontractors and the Subcontractor's proposed responsibilities. The Subcontract shall incorporate by reference the terms and conditions of this Contract.

6.3. Assignment 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 Materials covered under this Contract until received by authorized personnel at the location designated in the purchase 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. Indemnification

7.2.1. Contractor/Vendor Indemnification (Not Public Agency). To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or Subcontractors. This indemnity includes any claim or amount arising out of, or recovered

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under, the Workers' Compensation Law or arising out of the failure of such Contractor to conform to any federal, state, or local law, statute, ordinance, rule, regulation, or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation Insurance and Indemnification Guidelines for State of Arizona Contracts Professional Service Contracts against the State of Arizona, its officers, officials, agents, and employees for losses arising from the work performed by the Contractor for the State of Arizona. This indemnity shall not apply if the Contractor or Subcontractor(s) is/are an agency, board, commission or university of the State of Arizona.

7.2.2. Public Agency Language Only. 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. Indemnification - Patent and Copyright. The Contractor shall indemnify and hold harmless the State against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of Contract performance or use by the State of Materials furnished or work performed under this Contract. The State shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph. If the Contractor is insured pursuant to A.R.S. § 41-621 and § 35-154, this paragraph shall not apply.

7.4. Force Majeure.

7.4.1. Except for payment of sums due, neither the Contractor nor State 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, war, riots, strikes, mobilization, labor disputes, civil disorders, fire, flood, lockouts, injunctions-intervention-acts, failures or refusals to act by government authority, and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.

7.4.2. Force Majeure shall not include the following occurrences:

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

7.4.2.2. 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

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

7.4.3. If either the Contractor or State 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

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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 results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

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

7.5. 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, toward fulfillment of this Contract.

8. Warranties

8.1. Liens. The Contractor warrants that the Materials supplied under this Contract are free of liens and shall remain free of liens.

8.2. Quality. Unless otherwise modified elsewhere in the Special Terms and Conditions, the Contractor warrants that, for one (1) year after acceptance by the State of the Materials, they shall be:

- 8.2.1. Of a quality to pass without objection in the trade under 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. Conformity to Requirements.

8.3.1. Contractor warrants that, unless expressly provided otherwise elsewhere in the Contract, the Materials and Services will for one (1) year after acceptance and in each instance:

- 8.3.1.1. Conform to the requirements of the Contract, which by way of reminder include without limitation all descriptions, specifications, and drawings identified in the Scope of Work and any and all Contractor affirmations included as part of the Contract;
- 8.3.1.2. Be free from defects of material and workmanship;
- 8.3.1.3. Conform to or perform in a manner consistent with current industry standards; and
- 8.3.1.4. Be fit for the intended purpose or use described in the Contract.

8.3.2. Mere delivery or performance does not substitute for express acceptance by the State. Where inspection, testing, or other acceptance assessment of Materials or Services cannot be done until after installation or invoicing, the forgoing warranty will not begin until State's explicit

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acceptance of the Materials or Services.

- 8.4. Inspection/Testing. The warranties set forth in this Section 7 [Warranties] are not affected by inspection or testing of or payment for the Materials or Services by the State.
- 8.5. Contractor Personnel. Contractor warrants that its personnel will perform their duties under the Contract in a professional manner, applying the requisite skills and knowledge, consistent with industry standards, and in accordance with the requirements of the Contract. Contractor further warrants that its key personnel will maintain any and all certifications relevant to their work, and Contractor shall provide individual evidence of certification to State's authorized representatives upon request.
- 8.6. Compliance With Applicable Laws. The Materials and Services supplied under this Contract shall comply with all applicable federal, state, and local laws and policies (including, but not limited to, information technology policies, standards, and procedures available on the State's website and/or the website of any department, commission, council, board, bureau, committee, institution, agency, government corporation or other establishment or official of the executive branch or corporation commission of the State of Arizona). Federal requirements may be incorporated into this Contract, if required, pursuant to A.R.S. § 41-2637. Contractor shall maintain any and all applicable license and permit requirements. This requirement includes, but is not limited to, any and all Arizona state statutes that impact state contracts, regardless of whether those statutory references have been removed during the course of contract negotiations; this is notice to Contractors that the State does not have the authority to modify Arizona state law by contract.
- 8.7. Intellectual Property. Contractor warrants that the Materials and Services do not and will not infringe or violate any patent, trademark, copyright, trade secret, or other intellectual property rights or laws, except only to the extent the Specifications do not permit use of any other product and Contractor is not and cannot reasonably be expected to be aware of the infringement or violation.
- 8.8. Licenses and Permits. Contractor warrants that it will maintain all licenses required to fully perform its duties under the Contract and all required permits valid and in force.
- 8.9. Operational Continuity. Contractor warrants that it will perform without relief notwithstanding being sold or acquired; no such event will operate to mitigate or alter any of Contractor's duties hereunder absent a consented delegation under paragraph 5.3 [Assignment and Delegation] that expressly recognizes the event.
- 8.10. Performance in Public Health Emergency. Contractor warrants that it will:
 - 8.10.1. Have in effect, promptly after commencement, a plan for continuing performance in the event of a declared public health emergency that addresses, at a minimum:
 - 8.10.1.1. Identification of response personnel by name;
 - 8.10.1.2. Key succession and performance responses in the event of sudden and significant decrease in workforce; and
 - 8.10.1.3. Alternative avenues to keep sufficient product on hand or in the supply chain.
 - 8.10.2. Provide a copy of its current plan to State within three (3) business days after State's written request. If Contractor claims relief under paragraph 6.4 [Force Majeure] for an occurrence of force majeure that is a declared public health emergency, then that relief will be conditioned on Contractor having first implemented its plan and exhausted all reasonable opportunity for that plan implementation to overcome the effects of that occurrence, or mitigate those effects to the extent that overcoming entirely is not practicable.

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- 8.10.3. A request from the State related to this paragraph 7.10 does not necessarily indicate that there has been an occurrence of force majeure, and the Contractor will not be entitled to any additional compensation or extension of time by virtue of having to implement a plan.
- 8.10.4. Failure to have or implement an appropriate plan will be a material breach of contract.
- 8.11. Lobbying
- 8.11.1. Prohibition. Contractor warrants that it will not engage in lobbying activities, as defined in 40 Code of Federal Regulations (CFR) part 34 and A.R.S. § 41-1231, *et seq.*, using monies awarded under the Contract, provided that, the foregoing does not intend to constrain Contractor's use of its own monies or property, including without limitation any net proceeds duly realized under the Contract or any value thereafter derived from those proceeds; and upon award of the Contract, it will disclose all lobbying activities to State to the extent they are an actual or potential conflict of interest or where such activities could create an appearance of impropriety. Contractor shall implement and maintain adequate controls to assure compliance with above. Contractor shall obtain an equivalent warranty from all Subcontractors and shall include an equivalent no-lobbying provision in all Subcontracts.
- 8.11.2. Exception. This paragraph 7.11 does not apply to the extent that the Services are defined in the Contract as being lobbying for State's benefit or on State's behalf.
- 8.12. Covered Telecommunications or Services. Contractor warrants that the Materials and Services rendered under this Agreement will not require Contractor to use for the State, or provide to the State to use, "covered telecommunications equipment or Services" as a substantial or essential component of any system, or as critical technology as part of any system, within the meaning of Federal Acquisition Regulation ("FAR") Section 52.204-25.
- 8.13. Debarment, Suspension, U.S. Government Restricted Party Lists. Contractor warrants that it is not, and its Subcontractors are not, on the U.S. government's Denied Parties List, the Unverified List, the Entities List, the Specially Designated Nationals and Blocked Parties List, and neither the Contractor nor any Subcontractors are presently debarred, suspended, proposed for debarment or otherwise declared ineligible for award of federal contracts or participation in federal assistance programs or activities.
- 8.14. False Statements. Contractor represents and warrants that all statements and information Contractor prepared and submitted in response to the Solicitation or as part of the Contract documents are current, complete, true, and accurate. If the Procurement Officer determines that Contractor submitted an Offer or Bid with a false statement, or makes material misrepresentations during the performance of the Contract, the Procurement Officer may determine that Contractor has materially breached the Contract and may void the submitted Offer or Bid and any resulting Contract.
- 8.15. Survival of Rights and Obligations after Contract Expiration or Termination.
- 8.15.1. Survival of Warranty. All representations and warranties made by Contractor under the Contract will survive the expiration or earlier termination of the Contract.
- 8.15.2. Contractor's Representations and Warranties. All representations and warranties made by the Contractor under this Contract 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.
- 8.15.3. Purchase Orders. The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in

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writing by the Procurement Officer, including, without limitation, all purchase 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 under the Uniform Terms and Conditions or other rights and remedies available by law or provided by the contract.

9.2. Stop Work Order.

9.2.1. 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 period(s) of days indicated by the State after the order is delivered to the Contractor. 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. 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 the remedies of the State under this Contract are not exclusive.

9.4. Nonconforming Tender. Materials or Services supplied under this Contract shall fully comply with the Contract. The delivery of Materials or Services or a portion of the Materials or Services that do not fully comply constitutes a breach of contract. On delivery of nonconforming Materials or Services, the State may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its rights and remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.

9.5. Right of Offset. The State shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the State, or damages assessed by the State concerning the Contractor's non-conforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform Terms and Conditions.

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 with the purpose of influencing the outcome of the procurement or securing the Contract, an amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about contract performance. The

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State, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three (3) 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 has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a Subcontractor of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that the Contractor is not currently suspended or debarred. If the Contractor becomes suspended or debarred, the Contractor shall immediately notify the State.

- 10.4. Termination for Convenience. The State reserves the right to terminate the Contract, in whole or in part at any time when in the best interest of the State, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work, as directed in the notice, notify all Subcontractors of the effective date of the termination and minimize all further costs to the State. In the event of termination under this paragraph, all documents, Data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed, and Materials or Services accepted before the effective date of the termination. The cost principles and procedures provided in A.R.S. § 41-2543 and A.A.C. Title 2, Chapter 7, Article 7, shall apply.

- 10.5. Termination for Default.
 - 10.5.1. In addition to the rights reserved in the contract, the State may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any 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. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.

 - 10.5.2. Upon termination under this paragraph, all goods, Materials, documents, Data, and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State on demand.

 - 10.5.3. The State may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, Materials or Services to replace those under this Contract. The Contractor shall be liable to the State for any excess costs incurred by the State in procuring Materials or Services in substitution for those due from the Contractor.

- 10.6. Continuation of Performance Through Termination. The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

11. Contract Claims

All contract claims or controversies under this Contract shall be resolved according to A.R.S. Title 41, Chapter 23, Article 9, and rules adopted thereunder.

12. Arbitration

The parties to this Contract agree to resolve all disputes arising out of or relating to this Contract through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518, except as may be required by other applicable statutes (A.R.S. Title 41).

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13. Communication

- 13.1. Program Report. When reports are required by the Contract, the Contractor shall provide them in the format approved by ADHS.
- 13.2. 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.

14. 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.

15. 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.

16. 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.

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.

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18. Fraud, Waste, or Abuse

- 18.1. ADHS requires all employees to abide by the State's Personnel System Rules, R2-5A-501; Standards of Conduct which includes maintaining high standards of honesty, integrity, and impartiality, free from personal considerations and/or favoritism, and Code of Conduct for individuals engaged in Accounting, Financial and Budgeting Activities which depicts the moral, ethical, legal and professional aspects of personal conduct. ADHS requires the same conduct of its consultants, vendors, contractors, subrecipients, or persons doing business with the agency.
- 18.2. Any State employee, consultant, vendor, contractor or subrecipient or person doing business with the Agency who receives a report of improper activity must report the information within one (1) business day. Note: Federal Award policy denotes awardees must disclose, in a timely manner, in writing to ADHS all violations of Federal Criminal Law, involving fraud, bribery, or gratuity violations potentially affecting Federal Awards.
- 18.3. Anyone suspecting Fraud, Waste, or Abuse related to ADHS activities are required to report Fraud, Waste, or abuse through any of the following reporting channels:
 - 18.3.1. ADHS Ethics Action Hotline at (602) 542-2347,
 - 18.3.2. ADHS Ethics Action Email at reportethics@azdhs.gov ,or
 - 18.3.3. General Accounting Office (GAO) Fraud Reporting Email at reportfraud@azdoa.gov to report Fraud, Waste, or Abuse incidents.

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.fsrc.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.fsrc.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. 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

22. 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

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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 on 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

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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.

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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 UEI 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.

27. 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.

CONTRACT NUMBER	INTERGOVERNMENTAL AGREEMENT
CTR063850	SCOPE OF WORK

1. DEFINITIONS:

- 1.1 "ADHS" for the purpose of this document refers to the Arizona Department of Health Services.
- 1.2 "OIVP" for the purpose of this document refers to the Office of Injury and Violence Prevention within the Arizona Department of Health Services.
- 1.2 "CDC" for the purpose of this document refers to the Centers for Disease Control and Prevention.
- 1.3 "CME" for the purpose of this document refers to Continuing Medical Education.
- 1.4 "CSPMP" for the purpose of this document refers to the Controlled Substances Prescription Monitoring Program.
- 1.5 "County or County Health Department" for the purpose of this document means the individual counties selected as high-burden areas in the state to implement the Prescription Drug Misuse and Abuse Toolkit.
- 1.6 "County Health Department Program Managers" for the purpose of this document, refers to the individual who works for the Contractor who has overall responsibility of the proposed project, including management of staff and Contractors to ensure that the State is in compliance with all grant requirements and communication with ADHS on progress made toward achieving the deliverables.
- 1.7 "DEA" for the purpose of this document refers to the United States Drug Enforcement Administration.
- 1.8 "High-burden areas" for the purpose of this document refers to communities which are identified by ADHS and Contractor as areas within the county with the highest rates of prescription drug mortality and morbidity.
- 1.9 "NAS" for the purpose of this document refers to Neonatal Abstinence Syndrome.
- 1.10 "Partners" for the purpose of this document refers to state agencies, providers, evidence based practices (EBP's), communities and others.
- 1.11 "PSAs" for the purpose of this document refers to public service announcements.
- 1.12 "RHBA's" for the purpose of this document refers to Regional Behavioral Health Authorities.
- 1.13 "Rx" for the purpose of this document refers to prescription.
- 1.14 "ADHS Program Manager" means Arizona Department of Health Services employed staff managing the Project contract.
- 1.15 "ADHS Injury Epidemiologist" means Arizona Department of Health Services employed injury epidemiologist.
- 1.16 "Shall or Must" means a mandatory requirement. Failure to meet these mandatory requirements may deem Contractor out of compliance with the Agreement.

2. BACKGROUND

- 2.1. ADHS OIVP administers funds provided by the CDC for operation of the Overdose Data to Action (OD2A) Cooperative Agreement , and AHCCCS' State Opioid Response (SOR) funding from the Substance Abuse and Mental Health Services Administration (SAMHSA);
- 2.2. The overarching goal of the State Opioid Response (SOR) grant is to increase access to OUD treatment, coordinated and integrated care, recovery support services and prevention activities to reduce the prevalence of OUDs, stimulant use disorders, and opioid-related overdose deaths. The project approach includes developing and supporting state, regional, and local level collaborations and service

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enhancements to develop and implement best practices to comprehensively address the full continuum of care related to stimulant and opioid misuse, abuse and dependency;

- 2.3. Abuse and addiction to opioids is a serious and challenging national public health problem. Deaths from drug overdose have risen steadily over the past two (2) decades and have become the leading cause of injury death in the United States. The latest numbers from the CDC show a reported 92,452 overdose deaths for the year 2020, up thirty percent (30%) from the 71,130 deaths in 2019. Of those 2020 deaths, opioids were involved in 69,031, which accounts for seventy-five percent (75%) of all drug overdose deaths;
- 2.4. Previously, this opioid epidemic had been driven by prescription drug use. According to data from Arizona's CSPMP, there were 4.1 million Class II-IV prescriptions written and 240,511,812 pills dispensed in Arizona in 2019. This equates to thirty-four (34) Schedule II-IV controlled substance pills for every person, adults and children, living in Arizona. According to experts, recent prescribing practices in Arizona rank our state as twenty-eighth (28th) for opioid prescribing with forty-four point one (44.1) prescriptions per 100 people; but this is no longer the root cause of overdose deaths;
- 2.5. Now, the main driver of the opioid crisis is fentanyl. In 2019, synthetic opioids were involved in more than 36,000 deaths in the U. S., which is about seventy-three percent (73%) of all opioid-involved deaths that year. Most of these fentanyl deaths were due to illicitly-made fentanyl, which is found in counterfeit pills and being mixed into other drugs such as heroin. Other street drugs (such as methamphetamines) may be laced with fentanyl without the user's knowledge, adding to risk of overdose. In Arizona, presence of fentanyl in overdoses significantly increased from nine percent (9%) in 2017 to fifty percent (50%) in 2021;
- 2.6. In addition to the human cost, the financial burden of opioid misuse is enormous. In 2019, there were 56,623 hospital visits related to opioids in Arizona, at an average cost of \$11,942 per visit. This equals about \$676 million dollars in health care costs due to opioids; and
- 2.7. Prescription and illicit opioids, like fentanyl, are addictive and responsible for an increasing number of deaths in Arizona. This rise reflects a growing problem across the nation and overdose deaths are the leading cause of preventable injury death.

3. OBJECTIVE

With resources awarded through the CDC and SAMHSA, Arizona will be well equipped to continue expanding prevention services and strategies to halt, reverse, and diminish the opioid crisis in our state. Key strategies and initiatives that will guide ADHS' work include:

- 3.1. Enhancing the capacity of county health departments to address the opioid epidemic through implementation of prevention-based strategies that will lessen the overall impact and burden of opioid misuse across the community; and
- 3.2. Expanding local linkages to care to improve access to prevention-based and Opioid Use Disorder (OUD) treatment services across the state.

4. TASKS

The Contractor shall integrate:

- 4.1. State and Local Prevention and Response Efforts
 - 4.1.1. Implementing a statewide community toolkit or other evidence/evidence informed interventions,

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- 4.1.2. Provide support to organizations, such as school, justice involved agencies, or health care systems, and individuals in order to enhance opportunities for distributing and destigmatizing naloxone kits to the public, and
- 4.1.3. Ongoing support, development, and implementation of an overdose fatality review committee, per legislative authority.
- 4.2. Establish Linkages to Care
 - 4.2.1. Provide local lists/information on area service providers and current evidence-based treatment space and capacity to organizations, such as school, justice involved agencies, or health care systems, and individuals,
 - 4.2.2. Partner with community-based organizations to address social determinants of health (SDOH) e.g. transportation access, and availability of peer support and linkages to care services provided to individuals e.g. justice-involved, and
 - 4.2.3. Partner with local agencies/organizations to establish protocols and procedures guiding the process for linking post overdose and/or individuals at risk e.g. justice-involved for overdose to the appropriate follow-up treatment and support services.
- 4.3. Providers and Health System Support
 - 4.3.1. Collaborate with community partners to develop dashboards, reports, and other materials for providers and community on local trends related to opioid misuse; and
 - 4.3.2. Increase the awareness and education of the Arizona Opioid Assistance and Referral (OAR) Line.
- 4.4. Have a representative from the County participate in the ADHS Linkages to Care workgroup.

5. REQUIREMENTS

- 5.1. The local overdose fatality review (OFR) teams are required to identify a local point of contact within the county health department to receive confidential medical information, personally identifiable information, or highly-sensitive personal information via secure messaging from the ADHS Office of Vital Records (OVR) or the ADHS. The designated point of contact agrees to monitor authorized persons use of personally identifiable data and not to use or disclose confidential medical information, personally identifiable information or highly-sensitive personal information as required by law; and
- 5.2. The county will designate a point of contact that will be responsible for maintaining documentation of any PSAs created and placed in the county, regarding opioid misuse prevention.

6. DELIVERABLES

The Contractor shall:

- 6.1. Participate in surveys, interviews (remote or face-to-face), and questionnaires developed and disseminated by ADHS' Evaluation Team or Consultant to collect data and information necessary to assess the state and local progress with meeting grant related goals, objectives, evaluation, and outcomes;
- 6.2. Receive prior approval before developing or releasing any PSAs or new educational materials;

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- 6.3. Prepare and submit annual budget(s) and work/ action plan(s);
- 6.4. Prepare and submit quarterly Contractors Expenditures Reports (CERs) and documentation at the end of each quarter;
- 6.5. Submit quarterly reports to ADHS detailing quarterly progress on grant activities;
- 6.6. Complete and submit Local Annual OFR Analysis;
- 6.7. Attend contractor meetings with ADHS staff;
- 6.8. Plan, schedule and attend onsite/ virtual site visit with ADHS staff, as necessary to meet grant requirements;
- 6.9. Attend and participate in quarterly contractor meetings with ADHS;
- 6.10. Participate in statewide media/ marketing efforts;
- 6.11. Attend and participate in ADHS' Linkages to Care workgroup; and
- 6.12. Attend and participate in any training, statewide contractor's meetings, or professional development provide by ADHS or it's contracted vendors, as necessary.

CDC Overdose Data to Action (OD2A) Grant Deliverables Timeline (August 30 - August 29)

Deliverable Title	DUE DATE
1 st Quarter Survey Completion and CER (September – November)	November 30 th
2 nd Quarter Survey Completion and CER (December – February)	February 28 th
3 rd Quarter Survey Completion and CER (March – May)	May 31 st
4 th Quarter Survey Completion and CER (June – August)	August 31 st

State Overdose Response (SOR) Grant Deliverables Timeline (October 1 - September 30)

Deliverable Title	DUE DATE
1 st Quarter Survey Completion and CER (October – December)	December 31 st
2 nd Quarter Survey Completion and CER (January – March)	March 31 st
Local OFR Data Submission	May 1st
3 rd Quarter Survey Completion and CER (April – June)	June 30 th
Complete Local Annual OFR Analysis	July 1st
4 th Quarter Survey Completion and CER (July – September)	September 29 th

7. STATE PROVIDED ITEMS

ADHS will:

- 7.1. Provide budget, work/ action plan, CER, and quarterly report templates;
- 7.2. Coordinate quarterly contractor calls with county staff to facilitate state and county updates, and progress on opioid prevention projects and activities;
- 7.3. Host an annual meeting for funded agencies and organization, either face-to-face or virtual;

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- 7.4. Schedule meetings and professional development opportunities with Counties to provide additional support for the implementation of grant related activities; and
- 7.5. Provide data and case records for the contractor's local OFR program.

8. REFERENCE DOCUMENTS

- 8.1. Arizona Opioid Epidemic webpage and Interactive Data Dashboard- azhealth.gov/opioid;
- 8.2. Arizona Opioid Assistance and Referral (OAR) Line- <https://phoenixmed.arizona.edu/oar>;
- 8.3. Centers for Disease Control and Prevention (CDC) Drug Overdose Website- <https://www.cdc.gov/drugoverdose/>; and
- 8.4. Substance Abuse and Mental Health Services Administration (SAMSHA) Programs Website- <https://www.samhsa.gov/programs>.

9. APPROVALS

- 9.1. Prior to publishing or recording any marketing materials including, but not limited to, brochures, posters, public service announcements, publications, videos, or journal articles which will be developed and paid using funds awarded under this Contract, a draft of the marketing material must first be approved by ADHS. The ADHS Communications Director must approve prior to the dissemination of such materials or airing of such announcements.
- 9.2. With prior written approval from the ADHS Program Manager, the Contractor is authorized to transfer up to a maximum of ten percent (10%) of the total budget amount between line items. Transfers of funds are only allowed between funded line items. Transfers exceeding ten percent (10%) or to a non-funded line item shall require an amendment. The Contractor should reach out to the ADHS Program Manager before the end of the 3rd quarter, so that a timely amendment can be processed by ADHS.
- 9.3. Requests for publication, student thesis or dissertations based on the work funded by this intergovernmental Agreement must be approved in writing, in advance, by the ADHS Principal Investigator. The contractor shall submit the request to the ADHS Principal Investigator at least forty-five (45) days in advance of proposed publication date. ADHS agrees to limit circulation and use of such materials to internal distributions with ADHS and agrees that such distribution will be solely for the purposes of review and comment ADHS may require additional statements and will provide the statements when needed.
- 9.4. ADHS will provide confidential data and case records to the contractor for the contractor's local OFR program per ARS 36-198-Access to Information. Data and case records provided will be limited to contractor's staff or consultants who develop the local team's case review(s). Data and case records will not be share or transferred without ADHS' written approval.

10. NOTICES, CORRESPONDENCE, REPORTS

- 10.1. Notices, Correspondence and Reports from the Contractor to ADHS shall be sent to:

Arizona Department of Health Services
Maritza Valenzuela, Office Chief of Injury & Violence Prevention
150 North 18th Avenue, Suite 310
Phoenix, AZ 85007
Tel: 602.542.7340
Fax: 602-364-1496
Email: maritza.valenzuela@azdhs.gov

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10.2. Contractor Expenditure Reports (CERs) and documentation from the Contractor to ADHS shall be sent to:

Arizona Department of Health Services
Attn: Byron Homer, BCDHP Finance Manager
150 North 18th Avenue, Suite 310
Phoenix, AZ 85007
Tel: 602.364.1223
Email: byron.homer@azdhs.gov

With an email cc: to maritza.valenzuela@azdhs.gov.

10.3. Notices, Correspondence, and Reports from ADHS to the Contractor shall be sent to:

Tascha Spears, Ph.D., M.Sc., RN, Director
Pinal County Public Health Services District
PO Box 2945
Florence, AZ 85132
Phone: (520) 960-0633
Email: Tascha.spears@pinal.gov

CONTRACT NUMBER	INTERGOVERNMENTAL AGREEMENT PRICE SHEET
CTR063850	

PRICE SHEET
Pinal County

CDC Overdose Data to Action Cooperative Agreement (OD2A) September 01, 2022 – August 31, 2023	
ACCOUNT CLASSIFICATION	AMOUNT
Personnel	\$150,274.00
ERE	\$49,836.00
Professional & Outside Services	\$0.00
In-State Travel Expense	\$500.00
Out of State Travel Expense	\$15,000.00
Capital Outlay (Equipment) Expense	\$0.00
Other Operating Expense	\$66,009.00
Indirect (10% Maximum)	\$20,011.00
Total	\$301,630.00

State Opioid Response Grant (SOR) Drug Overdose Fatality Review October 1, 2022 – September 30, 2023	
ACCOUNT CLASSIFICATION	AMOUNT
Personnel	\$30,409.00
ERE	\$14,977.00
Professional & Outside Services	\$0.00
In-State Travel Expense	\$0.00
Out of State Travel Expense	\$0.00
Capital Outlay (Equipment) Expense	\$0.00
Other Operating Expense	\$0.00
Indirect (10% maximum)	\$4,614.00
Total	\$50,000.00

*Indicates indirect rate calculation

With prior written approval from the Program manager, the Contractor is authorized to transfer up to a maximum of ten percent (10%) of the total budget amount between line items. Transfers of funds are only allowed between funded line items. Transfers exceeding ten percent (10%) or to a non-funded line item shall require an amendment.

AUTHORIZATION FOR PROVISION OF SERVICES: Authorization for purchase of services under this contract shall be made only upon ADHS issuance of a Purchase Order that is signed by an authorized agent. The Purchase Order will indicate the contract number and the dollar amount of funds authorized. The Contractor shall only be authorized to perform services up to the amount on 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: a) the Purchase Order is changed or modified with an official ADHS Procurement Change Order, and/or b) an additional Purchase Order is issued for purchase of services under this contract.

CONTRACT NUMBER	INTERGOVERNMENTAL AGREEMENT EXHIBIT A
CTR063850	

Exhibit A

§ 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):	5 NU17CE924965-03-00
Subrecipient name (which must match the name associated with its unique entity identifier):	Pinal County Public Health Services District
Subrecipient's unique entity identifier (UEI #):	GX4FM9VQD7W3
Federal Award Identification Number (FAIN, sometimes it's the same as the Grant Number):	NU17CE924965
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;	07/29/2021
Subaward Period of Performance Start and End Date;	9/01/2021 - 9/29/2022
Subaward Budget Period Start and End Date:	9/01/2021 - 9/29/2022
Amount of Federal Funds Obligated by this action by the pass-through entity to the subrecipient (this is normally the contract amount):	\$301,630.00
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):	\$301,630.00
Total Amount of the Federal Award committed to the subrecipient by the pass-through entity	\$301,630.00
Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA)	Arizona Proposal for the Overdose Data to Action Cooperative Agreement
Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity	DEPARTMENT OF HEALTH AND HUMAN SERVICES 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:	93.136- Injury Prevention and Control Research and State and Community Based Programs
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	26.70



PINAL COUNTY

WIDE OPEN OPPORTUNITY

AGENDA ITEM

May 1, 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	Who	Approval
Time		

ATTACHMENTS:
Click to download
No Attachments Available



PINAL COUNTY

WIDE OPEN OPPORTUNITY

AGENDA ITEM

May 1, 2024 ADMINISTRATION BUILDING A
FLORENCE, ARIZONA

REQUESTED BY:

Funds #:

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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	Who	Approval
Time		

ATTACHMENTS:

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[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, May 1, 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, April 26, 2024, around 11:00 AM the Regular Agenda, and Public Health Service 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 26th day of April, 2024.




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