



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

9:30 AM - CALL TO ORDER

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

BUSINESS BEFORE THE BOARD

(Consideration/Approval/Disapproval of the following:)

(1) **CONSENT ITEMS:**

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

- * A. Discussion/approval/disapproval of Intergovernmental Agreement Amendment #2 between Pinal County Public Health Services District and University of Arizona for Infectious Disease Case Investigation Services. This agreement will last for the duration of six months beginning from August 16, 2024, to February 14, 2025. (Kore Redden/Merissa Mendoza)
- * B. Discussion/approval/disapproval of Intergovernmental Agreement between Thunderbird Fire District and Pinal County Public Health Services District, through Pinal County Board of Supervisors for the placement and operation of a mobile cooling center, beginning July 3, 2024, ending September 30, 2025. There is no funding or match amount for this agreement. There is no impact to the General Fund. (Kore Redden/Merissa Mendoza)
- * C. Discussion/approval/disapproval of Contract No. CTR055218 Amendment No. 4 under the Public Health Emergency Preparedness Program between Arizona Department of Health Services and Pinal County Public Health Services District, through the Pinal County Board of Supervisors beginning July 1, 2024, ending June 30, 2025, for \$509,137. A 10% match is required. The grant will be used by Public Health to meet or exceed the requirements of the CDC's Operational Readiness Review and improve preparedness in the event of any public health emergency. This contract is part of the annual Public Health Services District budget. There is no impact to the General Fund. (Kore Redden/Merissa Mendoza)
- * D. Discussion/approval/disapproval of a retroactive approval to submit a grant application to the National Children's Alliance 2025 Domestic Trafficking Victims Fund grant program for \$29,996. This grant will be used by Pinal County Public Health Services District's Family Advocacy Centers for training of staff and the multidisciplinary team. The application submission deadline is August 2, 2024. There is no impact to the General Fund. (Melody Lenhardt/Merissa Mendoza)

- * E. Discussion/approval/disapproval of Amendment No. 2 of Award Agreement No. CTR063850 under the Arizona Prescription Drug Overdose Prevention Program grant 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 team reviews 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 to the General Fund. (Jan Vidimos/Merissa Mendoza)
- * F. Discussion/approval/disapproval of Affiliation Agreement between Maricopa County Department of Public Health and Pinal County Public Health Services District, through the Pinal County Board of Supervisors for the Dietetic Internship Program. The term of this agreement commences July 1, 2024, and concludes June 30, 2034. There is no funding or match amount for this agreement. There is no impact to the General Fund. (Steven Ortiz/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



AGENDA ITEM

August 7, 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 Intergovernmental Agreement Amendment #2 between Pinal County Public Health Services District and University of Arizona for Infectious Disease Case Investigation Services. This agreement will last for the duration of six months beginning from August 16, 2024, to February 14, 2025. (Kore Redden/Merissa Mendoza)

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

Contractual costs will be covered by funding received from ADHS. There will be no impact to the general fund.

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

The University shall provide case investigation services, as needed, during surge events and outbreaks. Provide training and on boarding of staff with appropriate documentation and continuing education/training. Weekly reports will be provided to Pinal County Public Health Services District (PCPHSD) on the number of infection diseases investigated and U of A personnel will enter information into the Arizona Department of Health Services (ADHS) investigative data management system. Also, will cooperate with PCPHSD in all practical matter necessary.

MOTION:

Approve as presented.

History		
Time	Who	Approval
7/25/2024 11:31 AM	County Attorney	Yes
7/25/2024 11:35 AM	Grants/Hearings	Yes
7/26/2024 9:53 AM	Budget Office	Yes
7/31/2024 10:08 AM	County Manager	Yes
7/31/2024 11:36 AM	Clerk of the Board	Yes

ATTACHMENTS:

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☐ [UofA IGA A2](#)

☐ [UofA IGA Original Contract](#)



PINAL COUNTY PUBLIC HEALTH

Contract Amendment

Pinal County Public Health Services District
971 N. Jason Lopez Circle, Bldg. D
PO Box 2945
Florence, AZ 85132

Contract 202302UOFA
Amendment #2
Finance Manager: Anela Arciga
Anela.Arciga@Pinal.gov

Infectious Disease Case Investigation Services

Contractor Name: University of Arizona

Pursuant to Paragraph 2 (TERM, TERMINATION, AND RENEWAL), and Paragraph 10 Section L (Modification) the referenced Contract shall be amended as follows:

1. The term of this contract is hereby extended through February 14, 2025.
2. All other Terms, Conditions, and Pricing remain the same.

Contractor hereby acknowledges receipt and understanding of the above amendment.

The above reference contract amendment is hereby executed this date by the County.

BY: Elisha Johnson, JD

(Name)

Sr. Director, Clinical Trials and Contracting

(Title)

(Signature)

DATE:

7/22/2024

BY: Mike Goodman

(Name)

Chairman, Board of Directors

(Title)

(Signature)

DATE:

Exhibit A
Contract Pricing

**2024-2025 Services Cost Reimbursement
Estimations**

Description	Frequency	Estimated Total (Per Six Months)
Personnel/Salaries	Monthly as cost incurred	Estimated \$189,995
Fringe Benefits/ Employee- Related Expenses	Monthly as cost incurred	Estimated \$44,475
Indirect (F&A Costs)	Monthly as cost incurred	Estimated \$55,530
Total		Estimated \$290,000

This contract shall not exceed \$580,000 annually

**INTERGOVERNMENTAL AGREEMENT
BETWEEN PINAL COUNTY AND THE UNIVERSITY OF ARIZONA
FOR INFECTIOUS DISEASE CASE INVESTIGATION SERVICES**

This Intergovernmental Agreement (the "**Agreement**") is entered into by and between PINAL COUNTY, a political subdivision of the State of Arizona on behalf of the Pinal County Public Health Services District ("**County**") and THE ARIZONA BOARD OF REGENTS acting for and on behalf of the University of Arizona ("**University**") for the provision of Infectious Disease Case Investigation Services for the Pinal County Public Health Services District ("**PCPHSD**"). County and University are sometimes referred to herein individually as a "**Party**" and collectively as the "**Parties**".

RECITALS

WHEREAS, the Parties are authorized to enter into intergovernmental agreements for the purposes of contracting for services, jointly exercising powers common to the contracting parties, and taking joint or cooperative action pursuant to A.R.S. §§ 11-201 *et seq.*, and 11-951 *et seq.*; and

WHEREAS the County has established a Public Health Services District pursuant to A.R.S. §§ 36-181 *et seq.*; and

WHEREAS the County has requested the University provide infectious disease case investigation services.

NOW, THEREFORE, the County and University (collectively, the "**Parties**"), pursuant to the above and in consideration of the matters and things hereinafter set forth, do mutually agree as follows:

AGREEMENT

1. **PURPOSE AND INTENT.** This IGA sets forth the terms and conditions under which University will work with the County in providing infectious disease case investigation for Pinal County.
2. **TERM, TERMINATION, AND RENEWAL.**
 - A. Unless terminated as otherwise provided in the Agreement, this Agreement shall become effective upon final signature and shall remain in effect for one (1) year.
 - B. Either Party may terminate this Agreement by providing sixty (60) days advance written notice of termination to the other Party.
 - C. Either Party to this Agreement may request an extension of this Agreement up to a maximum of two (2) additional six-month term(s). Any extension of this Agreement must be via a written mutually agreed upon and signed Amendment to this Agreement.

3. **AGREEMENT TYPE.**

- A. Cost-Reimbursement. Under cost reimbursement compensation, the County will pay the Contractor for allowable incurred costs.
- B. County shall provide for reimbursement for services performed. University shall make an accounting of expenditures.

4. **SCOPE OF WORK.** University shall provide infectious disease case investigation services requested by the County.

A. **County agrees to:**

- 1) Cooperate with University in all practical matters necessary to effectuate the purpose and intent of this Agreement.
- 2) Make every effort to process payment for acceptable services within thirty (30) calendar days after receipt of said services and a correct invoice.
- 3) Provide a line list of cases that require investigation services.

B. **University agrees to:**

- 1) Provide case investigation services, as needed, during surge events and outbreaks.
- 2) Provide the training and onboarding of staff with appropriate documentation and continuing education/ training as needed.
- 3) Provide County per email with weekly reports of the number of infectious disease cases investigated with completed key interview variables as well as key timeliness metrics.
- 4) Enter case information into the ADHS approved statewide investigation data management system MEDSIS, Qualtrics or other approved source.
- 5) Cooperate with County in all practical matters necessary to effectuate the purpose and intent of this Agreement.
- 6) Timely submit detailed and itemized monthly invoices to County for all services arising out of this Agreement to the following e-mail or postal address:

financeinvoices@pinal.gov

Pinal County Finance Department

Attn: Accounts Payable

PO Box 1348

Florence, AZ 85132

5. **SUPERVISION, EQUIPMENT AND MATERIALS.** No employee, agent, or volunteer of a Party shall be deemed to be an employee, agent or volunteer of the other Party. Each Party will be solely and entirely responsible for its acts and the acts of its employees, agents, servants, subcontractors, and volunteers during the performance of this Agreement. Each Party will have total responsibility for all salaries, wages, bonuses, retirement withholdings, worker's compensation, occupational disease compensation, unemployment compensation, other employment compensation, other employee benefits, and all employer's taxes and premiums concerning the persons who are supplied by that Party in the performance of this Agreement, and each Party agrees to hold the other Party harmless from any liability thereof.

County shall have sole supervisory authority over County personnel, operations, services, property, facilities and materials; and University shall have sole supervisory authority over University personnel, operations and property.

The Parties agree to avoid using the other Party's materials and/or equipment for purposes not directly associated with the purpose and intent of this Agreement without the prior express written consent from the Party to whom the equipment and/or materials belong. However, this provision shall not be construed to prohibit any use of materials or equipment of another Party that is merely nominal, incidental, or on an emergency basis.

6. **RECORDS.** Per A.R.S. § 41-2548(8), University shall retain and shall contractually require each Subcontractor to retain books and records *relating to any cost and pricing data submitted* in satisfaction of § 41-2543 for the period specified in the statute and those retained books and records are subject to audit by the County during that period. Per A.R.S. § 41-2548(8), University shall retain and shall contractually require each Subcontractor to retain books and records *relating to performance under the contract* for the period specified in the statute and those retained books and records are subject to audit by the County during that period. Accordingly, University or Subcontractor shall either make all such books and records available to the County at all reasonable times or produce the records at a designated County office on the County's demand, the choice of which being at the County's discretion. For the purpose of this paragraph, "reasonable times" are during normal business hours and in such a manner so as to not unreasonably interfere with normal business activities.
7. **INSURANCE.** Each Party acknowledges and affirms that it has appropriate and adequate insurance coverage for its official operations, duties and activities, and that it will maintain such coverage, at its own expense, for the duration of this Agreement.

8. **HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) OF 1996.** The University certifies 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 Agreement. University certifies that it will cooperate with the County in the course of performance of the Agreement so that both County and University will be in compliance with HIPAA and other compliance officials required by HIPAA and its regulations. University will sign any documents that are reasonably necessary to keep County and University in compliance with HIPAA, including, but not limited to, business associate agreements.

9. **INDEMNIFICATION.**

- A. To the maximum extent permitted by law, each Party (as "Indemnitor") agrees to indemnify, defend and hold harmless the other Party, its officers, officials, agents, employees, or volunteers 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 actions taken in performance of this IGA to the extent that such Claims are caused by the acts, omissions, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers. If a Claim or Claims by third parties becomes subject to this Section, the parties to this IGA that are the subject of the Claim or Claims shall expeditiously meet to agree upon a common and mutual defense pursuant to Subsection (B) below, including proportionate liability and proportionate payment of litigation fees, expenses and damages.
- B. The Parties when involved in a Claim or Claims brought by a third-party have a common interest in a coordinated defense in any lawsuit. In the absence of a conflict and to the extent applicable, the Parties agree to have one lawyer jointly represent the defendants in the lawsuit.
- C. The obligations under this Section shall survive the termination of this Agreement.

10. **GENERAL.**

- A. **Notices.** All notices to the other Party required under this Agreement shall be in writing and sent to the following personnel:

If to University: Lauren Zajac, Associate Vice President
Research Administration
1670 E. Drachman Street, 9th Floor
P.O. Box 210216
Tucson, Arizona 85721-0216

Phone: (520) 621-0724

Email: uahscontracts@arizona.edu

If to County: Tascha Spears, Director
Pinal County Public Health Services District
P.O. Box 2945
Florence, AZ 85132

- B. Authority to Execute.** The individuals executing this Agreement on behalf of the Parties hereto represent that they have authority to execute this Agreement on behalf of such parties, and represent that upon execution, this Agreement shall be binding and no further action is or shall be necessary to make the Agreement enforceable in its entirety.
- C. Compliance with Laws and Policies.** The parties shall comply with all applicable federal, state and local laws, rules, regulations, and Executive Orders, without limitation to those designated within this Agreement. Furthermore, the Parties agree to abide by each Party's policies to the extent appropriate and required or permitted by law.
- D. Conflicts of Interest.** The provisions of A.R.S. § 38-511 relating to cancellation of contracts due to conflicts of interest shall apply to this Agreement.
- E. Counterparts.** This Agreement may be signed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- F. Entire Agreement.** This Agreement represents the entire agreement between the Parties and supersedes all prior negotiations, representations or agreements, either expressed or implied, written or oral. It is mutually understood and agreed that no alteration or variation of the terms and conditions of this Agreement shall be valid unless made in writing and signed by the Parties.
- G. E-Verify Requirements.** To the extent applicable under A.R.S. § 41-4401, the Parties and their respective subcontractors warrant compliance with all applicable federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under A.R.S. § 23-214(A). A Party's or a subcontractor's breach of the above-mentioned warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by either party under the terms of this Agreement.
- H. Governing Law and Venue.** To the maximum extent possible, terms and conditions of this Agreement shall be governed by and interpreted in accordance with the laws

and regulations of the State of Arizona. Any action relating to this Agreement shall be brought in an Arizona Superior Court provided that nothing herein shall be interpreted as an express or implied waiver of either party's applicable immunity(ies).

- I. **Headings.** The section headings throughout this Agreement shall not be used in the construction or interpretation hereof as they have no substantive effect and are for convenience only.
- J. **Incorporation of Documents.** All documents referred to in this Agreement are hereby incorporated by reference.
- K. **Interparty Dispute Resolution.** If a dispute between the Parties arises out of or relates to this Agreement, and if the dispute cannot be settled through negotiation within sixty (60) days, the Parties agree first to try in good faith to resolve the dispute by mediation before resorting to litigation. The Parties shall mutually agree upon a mediator. Each party agrees to bear its own costs of mediation, and to split the mediator fee. If mediation fails, any claim or action arising out of this Agreement shall be brought in an Arizona Superior Court.
- L. **Modification.** This agreement shall not be modified or extended except by a mutually signed written agreement.
- M. **No Joint Venture.** It is not intended by this Agreement to, and nothing contained in this Agreement shall, be construed to, create any partnership, joint venture or employment relationship between the Parties or create any employer-employee relationship between the Parties' employees. Neither Party shall be liable for any debts, accounts, obligations or other liabilities whatsoever of the other Party, including, but without limitation, the other Party's obligation to withhold Social Security and income taxes for itself or any of its employees.
- N. **No Third Party Beneficiaries.** Nothing in this Agreement is intended to create duties or obligations to or rights in third parties not Parties to this Agreement or affect the legal liability of either Party to the Agreement by imposing any standard of care with respect to the maintenance of public facilities different from the standard of care imposed by law.
- O. **Non-Appropriation.** Notwithstanding any other provision in this Agreement, this Agreement may be terminated if for any reason either party does not appropriate sufficient monies for the purpose of maintaining this Agreement. In the event of such cancellation, the canceling party shall have no further obligation other than for payment for services rendered prior to cancellation.

P. Non-Assignment. This Agreement has been entered into based upon the personal reputation, expertise and qualifications of the Parties. Neither Party shall assign its interest in this Agreement, in whole or in part, without the prior written consent of the other Party. Neither Party shall assign any monies due or to become due to it hereunder without the prior written consent of the other Party.

Q. Indirect Rate. The University agrees for any project requested by the County that is funded by State appropriated or other type of State funding, the University shall charge an Indirect Rate no greater than twenty-five percent (25%).

R. Non-Discrimination and Compliance with Civil Rights. To the extent applicable by law, the Parties agree to comply with A.R.S. Title 41, Chapter 9 (Civil Rights), Arizona Executive Orders 75-5 and 99-4 and any other federal or state laws relating to equal opportunity and nondiscrimination, including the Americans with Disabilities Act.

In the performance of this contract, neither party shall discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.

S. Property of the County.

- 1) Equipment. Except as provided below or otherwise agreed to by the parties, the title to any and all equipment acquired through the expenditure of funds received from the County shall remain the property of the County, and as such shall remain under the sole direction, management and control of the County. When this Agreement is terminated, the disposition of all such property shall be determined by the County. For Fixed Price agreements, when the University provides the services/materials required by the Agreement, any and all equipment purchased by the University remains the property of the University. All purchases of equipment need to be reported to the County.
- 2) Title and Rights to Materials. It is the intention of the County and University that all material and intellectual property developed under this Agreement be used and controlled in ways to produce the greatest benefit to the parties to this Agreement and the citizens of the State of Arizona. As used in this paragraph, "Material" means all written and electronic information, recordings, reports, findings, research information, abstracts, results, software, data, discoveries, inventions, procedures and processes of services developed by the University and any other materials created, prepared or received by the University and subcontractors in performance of this Agreement. "Material" as used herein shall not include any pre-

existing data, information, materials, discoveries, inventions or any form of intellectual property invented, created, developed or devised by University (or its employees, subcontractors or agents) prior to the commencement of the services funded by this Agreement or that may result from University's involvement in other service activities that are not funded by the Agreement.

- 3) Title and exclusive copyright to all Material shall vest in the State of Arizona, subject to any rights reserved on behalf of the federal government. As State agencies and instrumentalities, both County and University shall have full, complete, perpetual, irrevocable and non-transferable rights to reproduce, duplicate, adapt, make derivative works, distribute, display, disclose, publish and otherwise use any and all Material. The University's right to use Material shall include the following rights: the right to use the Material in connection with its internal, non-profit research and educational activities, the right to present at academic or professional meetings or symposia and the right to publish in journals, theses, dissertations or otherwise of University's own choosing. University agrees to provide the County with a right of review prior to any publication or public presentation of the Material, and the County shall be entitled to request the removal of its confidential information or any other content the disclosure of which would be contrary to the best interest of the County. Neither party shall release confidential information to the public without the prior expressly written permission of the other, unless required by the State public records statutes or other law, including a court order. Each party agrees to give recognition to the other party in all public presentations or publications of any Material, when releasing or publishing them.
- 4) In addition, the County and University agree that any and all Material shall be made freely available to the public to the extent it is in the best interest of the County. However, if either party wants to license or assign an intellectual property interest in the material to a third-party for monetary compensation, County and University agree to convene to determine the relevant issues of title, copyright, patent and distribution of revenue. In the event of a controversy as to whether the Material is being used for monetary compensation or in a way that interferes with the best interest of the County, then the County will make the final decision. Notwithstanding the above, "monetary compensation" does not include compensation paid to an individual creator for traditional publications in academia (the copyrights to which are Employee-Excluded Works under ABOR Intellectual Property Policy

Section 6-908C.4.), an honorarium or other reimbursement of expenses for an academic or professional presentation, or an unprofitable distribution of Material.

- T. Other Duties Imposed by Law.** Nothing in this Agreement shall be construed as relieving the involved public agencies of any obligation or responsibility imposed on it by law.
- U. Relationship of the Parties.** Each Party shall act in its individual capacity and not as an agent, employee, partner, joint venture, associate, or any other representative capacity of the other party. Each Party shall be solely and entirely responsible for its acts or acts of its agents and employees during the performance of this Agreement. This Agreement shall not be construed to imply authority to perform any tasks, or accept any responsibility, not expressly set forth herein. This Agreement shall be strictly construed against the creation of a duty or responsibility unless the intention to do so is clearly and unambiguously set forth herein. Nothing contained in this Agreement confers any right to any person or entity not a party to this Agreement.
- V. Severability.** If any part, term or provision of this Agreement shall be held illegal, unenforceable or in conflict with any law, the validity of the remaining portions and provisions hereof shall not be affected.
- W. Uncontrollable Events.** No Party shall be considered to be in default in the performance of any obligations under this Agreement (other than obligations of a Party to pay costs and expenses) if failure of performance is due to an uncontrollable event. The term "uncontrollable event" means any cause beyond the control of the Party affected, including but not limited to flood, earthquake, storm, fire, epidemic, war, riot, civil disturbance or disobedience, labor dispute, and action or non-action by or failure to obtain the necessary authorizations or approvals from any governmental agency or authority or the electorate, labor or material shortage, sabotage and restraint by court order or public authority, that by exercise of due diligence and foresight the Party reasonably could not have been expected to avoid and that by exercise of due diligence it will be unable to overcome. A Party that is rendered unable to fulfill any obligation by reason of an uncontrollable event shall exercise due diligence to remove such inability with all reasonable dispatch.
- X. Waiver.** The failure of either Party to insist in any one or more instances on performance of any of the terms or conditions of this Agreement or to exercise any right or privilege contained herein shall not be considered as thereafter waiving such terms, conditions, rights or privileges, and they shall remain in full force and effect.



Y. Workers' Compensation. To the extent applicable by law, each Party shall comply with the notice of A.R.S. § 23-1022(E). For purposes of A.R.S. § 23-1022, each Party shall be considered the primary employer of all personnel currently or hereafter employed by that Party, irrespective of the operations of protocol in place, and said Party shall have the sole responsibility for the payment of Worker's Compensation benefits or other fringe benefits of said employees.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by the following duly authorized representatives:

For Pinal County:

By: 
Jeff Serdy, Chairman
Board of Directors


02/15/2023
Date

For the University:

By: 
Elisha Johnson, JD
Director, Clinical Trials & Contracting

1/31/2023
Date

ATTEST:

By: 
Clerk of the Board

02/15/2023
Date

READ AND ACKNOWLEDGED:

By: 
Kristen Pogreba-Brown, Ph.D., M.P.H.

1/27/2023
Date

APPROVED AS TO FORM:


Deputy County Attorney

2/10/23
Date

Appendix A

Annual Services Cost Reimbursement Estimations

Description	Frequency	Estimated Total (Annually)
Personnel/Salaries	Monthly as cost incurred	Estimated \$379,990
Fringe Benefits/ Employee- Related Expenses	Monthly as cost incurred	Estimated \$88,949
Indirect (F&A Costs)	Monthly as cost incurred	Estimated \$111,061
Total		Estimated \$580,000

This contract shall not exceed \$580,000 annually



AGENDA ITEM

August 7, 2024 ADMINISTRATION BUILDING A
FLORENCE, ARIZONA

REQUESTED BY:

Funds #: 82

Dept. #: 355

Dept. Name: Public Health

Director: Merissa Mendoza

BRIEF DESCRIPTION OF AGENDA ITEM AND REQUESTED BOARD ACTION:

Discussion/approval/disapproval of Intergovernmental Agreement between Thunderbird Fire District and Pinal County Public Health Services District, through Pinal County Board of Supervisors for the placement and operation of a mobile cooling center, beginning July 3, 2024, ending September 30, 2025. There is no funding or match amount for this agreement. There is no impact to the General Fund. (Kore Redden/Merissa Mendoza)

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

There is not funding match amount for this agreement. No impact to the General Fund.

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

The Mobile Cooling Center will give temporary relief to those who will suffer the extreme heat in Pinal County. This will prevent heat-related deaths, visits to the emergency room, and heat-related illness.

MOTION:

Approve as presented.

History		
Time	Who	Approval
7/25/2024 11:34 AM	County Attorney	Yes
7/25/2024 11:36 AM	Grants/Hearings	Yes
7/26/2024 9:54 AM	Budget Office	Yes
7/31/2024 11:24 AM	County Manager	Yes
7/31/2024 11:34 AM	Clerk of the Board	Yes

ATTACHMENTS:

[Click to download](#)

**INTERGOVERNMENTAL AGREEMENT BETWEEN
PINAL COUNTY PUBLIC HEALTH SERVICES DISTRICT AND THE
THUNDERBIRD FIRE DISTRICT FOR PLACEMENT AND OPERATION
OF A MOBILE COOLING CENTER**

This Intergovernmental Agreement ("Agreement") is entered into pursuant to A.R.S. §§ 11- 951 et seq., by and between PINAL COUNTY, a political subdivision of the State of Arizona, by and through its Public Health Services District (hereinafter "COUNTY") and THUNDERBIRD FIRE DISTRICT (hereinafter "THUNDERBIRD"), a political subdivision of the State of Arizona, for the placement and operation of a mobile cooling center (hereinafter "COOLtainer"). COUNTY and THUNDERBIRD are sometimes referred to herein individually as a "Party" and collectively as the "Parties".

RECITALS

WHEREAS, COUNTY and THUNDERBIRD are public agencies of the State of Arizona as defined in A.R.S. §§ 11-951; and

WHEREAS, the parties may enter into agreements with one another for joint or cooperative action pursuant to A.R.S. §§ 11-951 et seq.; and

WHEREAS, in 2023, Arizona experienced its hottest summer on record and its emergency rooms saw thousands of people experiencing heat-related issues; and

WHEREAS, COOLtainers were purchased by the State with Coronavirus State and Local Fiscal Recovery Funds (SLFRF), established under the American Rescue Plan Act; and

WHEREAS, COOLtainers are solar-powered mobile cooling centers made from shipping containers that can provide temporary relief to persons suffering from Arizona's extreme heat; and

WHEREAS, COUNTY, through the Director of its Public Health Services District, requested and was awarded ownership of a COOLtainer; and

WHEREAS, THUNDERBIRD leases property from Pinal County and has agreed to allow the COOLtainer to be placed and installed on that property and to provide personnel to operate it during daytime hours; and

WHEREAS, both Parties desire to more efficiently utilize available resources in providing a mobile cooling center to provide temporary relief from the extreme Arizona heat; and

NOW THEREFORE, COUNTY and THUNDERBIRD, pursuant to the above, and in consideration of the matters and things hereinafter set forth, do mutually agree as follows:

AGREEMENT

1. PURPOSE AND INTENT

The purpose of this Agreement is to set forth the responsibilities of the parties for the operation of a COOLtainer, and to address legal and administrative matters among the parties.

2. TERM, TERMINATION, AND RENEWAL.

- A.** Unless terminated as otherwise provided in the Agreement, this Agreement shall become effective when the last party signs this IGA and shall remain in effect until September 30, 2025.
- B.** Either Party may terminate this Agreement at any time for any reason by providing sixty (60) days advance written notice of termination to the other Party.
- C.** Either Party to this Agreement may request a renewal of this Agreement, for subsequent term(s) by providing sixty (60) days' advance notice prior to the date of expiration of that Party's intent to extend. Any renewal of this Agreement must be via a written mutually agreed upon and signed Amendment to this Agreement. Notwithstanding the preceding, this Agreement may be automatically renewed for up to two (2) subsequent one-year terms, by the parties' express or implied mutual recognition.

3. OBLIGATIONS OF THE PARTIES.

A. COUNTY agrees to:

- 1.** Cooperate with THUNDERBIRD in all practical matters necessary to effectuate the purpose and intent of this Agreement.
- 2.** Arrange for the delivery and installation of the COOLtainer, including obtaining the necessary installation permit.
- 3.** Maintain the COOLtainer in working order and address any extraordinary cleaning needs as reported by users or THUNDERBIRD.
- 4.** Provide proper furnishings and supplies for proper utilization of the COOLtainer.
- 5.** Post rules for use and conduct to be followed by users of the COOLtainer, as well as any appropriate warnings, as necessary.

6. Upon termination of this IGA, remove the COOLtainer from the THUNDERBIRD location.

B. THUNDERBIRD agrees to:

1. Allow proper placement, installation and operation of the COOLtainer on the property of the Thunderbird Fire Station in the town of Maricopa.
2. Unlock the COOLtainer for use by the public at 12:00 noon, and lock the COOLtainer at 5:30 p.m. each day. Hours of operation may be changed upon mutual agreement of the Parties and twenty-four (24) notice to the public.
3. Lock and secure the COOLtainer when not in operation.
4. Timely report any maintenance and/or safety issues to COUNTY.
5. Timely report to law enforcement and COUNTY any issues involving criminal conduct that THUNDERBIRD becomes aware of related to use of the COOLtainer and the immediately surrounding area.
6. Clean the COOLtainer, as needed, such that it remains sanitary for users and advise COUNTY of any extraordinary cleaning needs.
7. Cooperate with Pinal County in all practical matters necessary to effectuate the purpose and intent of this Agreement.

4. GENERAL PROVISIONS

- A. **NON-DISCRIMINATION:** Neither party shall unlawfully discriminate against any employee, client or any other individual in any way based on race, color, creed, sex (including sexual preference/identity), religion, marital status, disability, veteran status, age, or national origin.
- B. **CONFLICT OF INTEREST:** This Contract is subject to cancellation pursuant to the provisions of A.R.S. § 38-511 regarding Conflict of Interest.
- C. **ALTERNATIVE DISPUTE RESOLUTION:** In the event of any dispute, the Parties will immediately attempt to resolve the dispute prior to taking formal action. Pursuant to A.R.S. § 12-1518, disputes under this IGA shall be resolved through the use of arbitration

when the case or lawsuit is subject to mandatory arbitration pursuant to rules adopted under A.R.S. § 12-133.

D. WAIVER OF JURY TRIAL: The Parties hereby waive their respective rights to trial by jury in any action or proceeding arising out of this IGA.

E. INDEMNIFICATION, DAMAGES, AND INSURANCE: To the maximum extent permitted by law, each Party (as “**Indemnitor**”) agrees to indemnify, defend and hold harmless the other Party, its officers, officials, agents, employees, or volunteers 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 actions taken in performance of this IGA to the extent that such Claims are caused by the acts, omissions, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers. If a Claim or Claims by third parties becomes subject to this Section, the parties to this IGA shall expeditiously meet to discuss a common and mutual defense, including possible proportionate liability and proportionate payment of possible litigation fees, expenses and damages. The obligations under this section shall survive termination of this IGA.

i. **RESPONSIBILITY FOR DAMAGES:** Each Party shall be responsible and liable for any liabilities caused by the acts or omissions of such Party’s employees while performing professional duties, and otherwise, as provided by law.

ii. **INSURANCE:** Each Party acknowledges and affirms that it has appropriate and adequate insurance coverage for its performance of duties and activities, and that it will maintain such coverage for the duration of this IGA/Agreement. Upon request, proof of liability insurance coverage must be provided on a standard ACORD form, to the requesting party.

E. PUBLIC RECORDS LAWS: Disclosure of any documents or records are subject to Arizona public records law, A.R.S. § 39-121 et. seq.

F. JURISDICTION AND LAW: This IGA shall be governed by Arizona law and jurisdiction shall be in Arizona courts.

G. AUTHORITY TO EXECUTE: The individuals executing this Agreement on behalf of the Parties hereto represent that they have authority to execute this Agreement on behalf of such parties, and represent that upon execution, this Agreement shall be binding, and no further action is or shall be necessary to make the Agreement enforceable in its entirety.

- H. MODIFICATION:** This Agreement shall not be modified or extended except by a mutually signed written agreement.
- I. RELATIONSHIP OF THE PARTIES:** Each Party shall act in its individual capacity and not as an agent, employee, partner, joint venture, associate, or any other representative capacity of the other party. Each Party shall be solely and entirely responsible for its acts or acts of its agents and employees during the performance of this Agreement. This Agreement shall not be construed to imply authority to perform any tasks, or accept any responsibility, not expressly set forth herein. This Agreement shall be strictly construed against the creation of a duty or responsibility unless the intention to do so is clearly and unambiguously set forth herein. Nothing contained in this Agreement confers any right to any person or entity not a party to this Agreement.
- J. WAIVER:** The failure of either Party to insist in any one or more instances on performance of any of the terms or conditions of this Agreement or to exercise any right or privilege contained herein shall not be considered as thereafter waiving such terms, conditions, rights, or privileges, and they shall remain in full force and effect.
- K. NON-ASSIGNMENT:** This Agreement has been entered into based upon the personal reputation, expertise, and qualifications of the Parties. Neither Party shall assign its interest in this Agreement, in whole or in part, without the prior written consent of the other Party.
- L. ENTIRE AGREEMENT:** This Agreement represents the entire agreement between the Parties and supersedes all prior negotiations, representations, or agreements, either expressed or implied, written, or oral. It is mutually understood and agreed that no alteration or variation of the terms and conditions of this Agreement shall be valid unless made in writing and signed by the Parties.
- M. SEVERABILITY:** If any part, term, or provision, of this Agreement shall be held illegal, unenforceable or in conflict with any law, the validity of the remaining portions and provisions hereof shall not be affected.
- N. WORKERS COMPENSATION:** To the extent applicable by law, each Party shall comply with the notice of A.R.S. § 23-1022(E). For purposes of A.R.S. § 23-1022, each Party shall be considered the primary employer of all personnel currently or hereafter employed by that Party, irrespective of the operations of protocol in place. and said Party shall have the sole responsibility for the payment of Worker's Compensation benefits or other fringe benefits of said employees.

O. COUNTERPARTS: This Agreement may be signed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

5. NOTICE

All notices to the other Party required under this Agreement shall be in writing and sent to the following personnel:

If to Pinal County:

Merissa Mendoza

Director

Pinal County Public Health Services District

971 N. Jason Lopez Circle, Bldg. D

P.O. Box 2945

Florence, AZ 85132

If to Thunderbird Fire District:

Carol Shrock

CGRINCHEN@msn.com

Thunderbird Fire District

P.O. Box 238

Maricopa, AZ 85139

(Remainder of page intentionally left blank. Signatures on next page.)

PINAL COUNTY

THUNDERBIRD FIRE DISTRICT

Mike Goodman, Chairman

Skylar Shelquist, Chairman

Date

Date

ATTEST:

ATTEST:

Natasha Kennedy, Clerk of the Board

Dave Brady, Clerk

The foregoing Intergovernmental Agreement between the Pinal County Public Health Services District and the Thunderbird Fire District has been reviewed by the undersigned, each of whom has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to the party he or she represents.

PINAL COUNTY:

THUNDERBIRD FIRE DISTRICT

Anne Froedge, Deputy County Attorney

Attorney



AGENDA ITEM

August 7, 2024 ADMINISTRATION BUILDING A
FLORENCE, ARIZONA

REQUESTED BY:

Funds #: 82

Dept. #: 359

Dept. Name: Public Health Services District

Director: Merissa Mendoza

BRIEF DESCRIPTION OF AGENDA ITEM AND REQUESTED BOARD ACTION:

Discussion/approval/disapproval of Contract No. CTR055218 Amendment No. 4 under the Public Health Emergency Preparedness Program between Arizona Department of Health Services and Pinal County Public Health Services District, through the Pinal County Board of Supervisors beginning July 1, 2024, ending June 30, 2025, for \$509,137. A 10% match is required. The grant will be used by Public Health to meet or exceed the requirements of the CDC's Operational Readiness Review and improve preparedness in the event of any public health emergency. This contract is part of the annual Public Health Services District budget. There is no impact to the General Fund. (Kore Redden/Merissa Mendoza)

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

The total amount of the agreement is \$509,137. A 10% match is required by PCPHSD. This contract is part of the annual Public Health Services District Budget. There is no impact to the General Fund.

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

The Amendment replaces section 1.1 Scope of Work, 1.2 Price Sheet, 1.3 Exhibit (CFR 200.232) and 1.4 Exhibit B (Grant Deliverables). Also, verbiage change is made from Contractor to Subrecipient which is still considered to be the sub-awardee/subrecipient for all the PHEP grants.

MOTION:

Approve as presented.

History

Time	Who	Approval
7/25/2024 11:15 AM	County Attorney	Yes
7/25/2024 11:26 AM	Grants/Hearings	Yes
7/26/2024 9:50 AM	Budget Office	Yes
7/31/2024 12:10 PM	County Manager	Yes

ATTACHMENTS:	
Click to download	
<input type="checkbox"/>	BOS Grant Request
<input type="checkbox"/>	CTR055218 A4 Contract Amendment
<input type="checkbox"/>	Original Contract



PINAL COUNTY

WIDE OPEN OPPORTUNITY

Board of Supervisors Grant Request

Board of Supervisors meeting date: _____

Department seeking grant: _____

Name of Granting Agency: _____

Name of Grant Program: _____

Project Name: _____

Amount requested: _____

Match amount, if applicable: _____

Application due date: _____

Anticipated award date/fiscal year: _____

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

Applicable Supervisor District: _____

Brief description of project: _____

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

Please select one:

Discussion/Approve/Disapproval consent item _____

New item requiring discussion/action _____

Public Hearing required _____

Please select all that apply:

Request to submit the application _____

Retroactive approval to submit _____


Resolution required _____

Request to accept the award _____

Request to approve/sign an agreement _____

Budget Amendment required _____

Program/Project update and information _____

	INTERGOVERNMENTAL AGREEMENT (IGA)		ARIZONA DEPARTMENT OF HEALTH SERVICES OFFICE OF PROCUREMENT
	Amendment		150 N. 18 th Ave., Suite 530 Phoenix, Arizona 85007
	Contract No.: CTR055218	IGA Amendment No: 4	Procurement Officer: Hana Hehman

PUBLIC HEALTH EMERGENCY PREPAREDNESS 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, subsection 6.1 Amendments, the Contract is hereby revised with the following:			
1.1. The Scope of Work is revised and replaced.			
1.2. The Price Sheet is revised and replaced.			
1.3. Exhibit A is revised and replaced.			
ALL CHANGES ARE REFLECTED IN RED			
All other provisions of this agreement remain unchanged.			
Pinal County			
Contractor Name:		County Authorized Signature	
971 North Jason Lopez Circle, Bldg D.			
Address:		Print Name	
Florence	AZ	85132	
City	State	Zip	Title and Date
Pursuant to A.R.S. § 11-952, the undersigned public agency attorney has determined that this Intergovernmental Agreement is in proper form and is within the powers and authority granted under the laws of Arizona		This Intergovernmental Agreement Amendment shall be effective the date indicated. The Public Agency is hereby cautioned not to commence any billable work or provide any material, service or construction under this IGA until the IGA has been executed by an authorized ADHS signatory.	
		State of Arizona	
Signature	Date	Signed this _____ day of _____ 2024.	
Print Name		Procurement Officer	
Contract No.: CTR055218 , 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			

	<p style="text-align: center;">INTERGOVERNMENTAL AGREEMENT (IGA)</p> <p style="text-align: center;">Amendment</p>		<p>ARIZONA DEPARTMENT OF HEALTH SERVICES OFFICE OF PROCUREMENT</p> <p>150 N. 18th Ave., Suite 530 Phoenix, Arizona 85007</p>
	<p>Contract No.: CTR055218</p>	<p>IGA Amendment No: 4</p>	<p>Procurement Officer: Hana Hehman</p>

SCOPE OF WORK

1. BACKGROUND

1.1 Centers for Disease Control (CDC) and Prevention Public Health Emergency Preparedness (PHEP) Grant

The Arizona Department of Health Services (ADHS), through the Bureau of **Operational Readiness and Response (BORR)**, has **established partnerships** with Arizona Counties and Tribes to improve the preparedness of each community in the event of any public health emergency. Most of these projects were funded by grants from the CDC of the U.S. Department of Health and Human Services (HHS).

1.2 Workforce Development Grant

ADHS is tasked with overseeing the CDC Workforce Development Crisis Emergency Cooperative Agreement to address the need to establish, expand, and sustain a public health workforce to support COVID-19 prevention, preparedness, response, and recovery initiatives, including school-based health programs. Funding for this initiative comes from the CDC Workforce Development Crisis Emergency Cooperative Agreement.

2. OBJECTIVE

2.1 CDC and PHEP Grant

This Agreement is intended to improve upon the process. Nothing in this Agreement is meant to supplant or in any other way discourage existing planning and coordination between County and Tribal Health Departments. This Agreement is designed to increase participation in the ongoing development of the public health preparedness system through the CDC Public Health Preparedness Cooperative Agreement with the ADHS.

2.2 Workforce Development Grant (if applicable)

2.2.1 The goal of this project will be utilizing grant funds to establish, expand, train and sustain the public health workforce to support COVID-19 prevention, preparedness, response, and recovery initiatives, including school-based health programs. ADHS will be working with each jurisdiction on the school-based initiatives that are separate and in addition to their funding amounts through a partnership with the Department of Education.

2.2.2 ADHS stakeholders are essential in providing support to the healthcare delivery system across Arizona. Sub-recipients of CDC Workforce Development Crisis Emergency funds are expected to strengthen and enhance jurisdictional COVID-19 prevention, preparedness, response, and recovery initiatives, including public health workforce development needs and school-based health programs. Grant related activities will be completed over a two (2) year period and fall within the following four (4) main strategies:

2.2.2.1 Hiring of additional public health staff to sustain ongoing COVID-19 response and recovery initiatives.

2.2.2.2 The costs, including wages and benefits, related to recruiting, hiring and training of individuals to serve as:

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	Contract No.: CTR055218	IGA Amendment No: 4	

2.2.2.2.1 Professional or clinical staff, including public health physicians and nurses (other than school-based staff); mental or behavioral health specialists to support workforce and community resilience; social service specialists; vaccinators; or laboratory scientists or technicians.

2.2.2.2.2 Disease investigation staff, including epidemiologists; case investigators; contact tracers; or disease intervention specialists.

2.2.2.2.3 Program staff, including program managers; communications and policy staff; logisticians; planning and exercise specialists; program evaluators; pandemic preparedness and response coordinators to support the current pandemic response and identify lessons learned to help prepare for possible future disease outbreaks; health equity officers or teams; data managers, including informaticians, data scientists, or data entry personnel; translation services; trainers or health educators; or other community health workers.

2.2.2.2.4 Administrative staff, including human resources personnel; fiscal or grant managers; clerical staff; staff to track and report on hiring under this cooperative agreement; or others needed to ensure rapid hiring and procurement of goods and services and other administrative services associated with successfully managing multiple federal funding streams for the COVID-19 response, and

2.2.2.2.5 Any other positions that may be required to prevent, prepare for, and respond to COVID-19.

2.2.2.3 Purchase of equipment and supplies necessary to support the expanded workforce including personal protective equipment, equipment needed to perform the duties of the position, computers, cell phones, internet costs, cybersecurity software, and other costs associated with support of the expanded workforce (to the extent these are not included in recipient indirect costs).

2.2.3 Augment the public health workforce pipeline to improve the ability to sustain COVID-19 recovery initiatives and prepare for future responses.

2.2.4 Develop or enhance training programs for new and/or existing public health staff supporting COVID-19 preparedness, response, and recovery efforts, and

2.2.5 Retain existing public health staff through various initiatives to ensure continued COVID-19 preparedness, response, and recovery efforts.

3. TASKS

3.1 CDC and PHEP Grant: The Subrecipient shall:

3.1.1 Appoint a PHEP Coordinator, or other staff member, responsible for overseeing all grant related activities, budgets, and reports.

3.1.2 Participate in Public Health Preparedness Regional Healthcare Coalition meetings and conference calls held in Subrecipient's regional communities as appropriate.

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- 3.1.3 Establish and maintain a collaborative working relationship with emergency management. This includes, but is not limited to; emergency communication planning, strategies for addressing emergency events, the management of the consequences of power failures, natural disasters and other events that would affect public health.
- 3.1.4 Complete the Capacity Indicators template.
- 3.1.5 Have or have access to a secure alerting system that at a minimum has the ability to send email, and phone/ text alerts.
- 3.1.6 Attend and participate in the ADHS Integrated Preparedness Planning Workshop (IPPW).
- 3.1.7 Attend the annual ADHS BORR subrecipient preparedness conference.
- 3.1.8 After Action Reports: Subrecipients shall provide After Action Reports for exercises and real-world events as requested by ADHS.
- 3.1.9 Improvement action plans: Subrecipients shall provide Improvement Plans as requested by ADHS.
- 3.1.10 Risk Assessment: City Readiness Initiative (CRI) jurisdictions shall complete an individual or joint risk assessment that addresses the needs of the whole jurisdiction once every five (5) years.
- 3.1.11 Participate in the Healthcare Coalition led Hazard Vulnerability Analysis (HVA) for their respective region.
- 3.1.12 Medical Countermeasure capacity and capability: Subrecipients shall ensure the jurisdiction has the capability to receive medical countermeasures and medical materiel and the ability to distribute throughout the jurisdiction.
- 3.1.13 Crisis Emergency Risk Communication Plan
 - 3.1.13.1 County Jurisdictions: Shall develop or update a Crisis Emergency Risk Communication plan to ensure prioritized populations are represented to include cultural, linguistic, language, and accessibility elements.
 - 3.1.13.2 Tribal Jurisdictions: Shall develop or update a Crisis Emergency Risk Communication plan to ensure prioritized populations are represented to include cultural, linguistic, language, and accessibility elements. In lieu of a Crisis Emergency Risk Communication plan, tribal jurisdictions may provide evidence as to how this function is accomplished.
- 3.2 Medical Electronic Disease Surveillance and Intelligence System (MEDSIS): The Subrecipient shall:
 - 3.2.1 Participate in ADHS-coordinated workgroups for MEDSIS enhancements to include Tribal communities (if applicable) and Electronic Laboratory Reporting (ELR) capabilities.
 - 3.2.2 Participate in epidemiology specific trainings, workshops, or conferences provided by ADHS or an ADHS recognized training session (if applicable).

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3.3 Public Health Emergency Exercises

The Subrecipient shall:

3.3.1 Participate in required ADHS led statewide/regional public health exercises **and drills. ADHS will determine the schedule and topic areas per each of these events.**

3.3.2 Exercise Planning and Conduct

3.3.2.1 Local jurisdictions are encouraged to conduct preparedness exercises in accordance with Homeland Security Exercise and Evaluation Program (HSEEP) fundamentals including:

3.3.2.1.1 Exercise design and development.

3.3.2.1.2 Exercise conduct.

3.3.2.1.3 Exercise evaluation.

3.3.2.1.4 Improvement planning.

3.3.2.1.5 More information and templates are available at:
<https://www.azdhs.gov/preparedness/emergency-preparedness/index.php#training-exercise-resources>

4. FINANCIAL REQUIREMENTS

4.1 For CDC and PHEP Grant

4.1.1 The Subrecipient shall participate in match requirement:

4.1.1.1 The PHEP award requires a ten percent (10%) “in-kind” or “soft” match from all Subrecipients. Each Subrecipient shall include in their budget submission, the format they shall use to cover the match and method of documentation. Failure to include the match formula shall preclude funding. ADHS may not award a Contract under this program unless the Subrecipient agrees that, with respect to the amount of the cooperative agreement allocated by ADHS, the Subrecipient shall make available non- federal contributions in the amount of ten percent (10%) [one dollar (\$1) for each ten dollars (\$10) of federal funds provided in the cooperative agreement) of the award, whether provided through financial or direct assistance. Match may be provided directly or through donations from public or private entities and may be in cash or in kind, fairly evaluated, including plant, equipment or services.

4.1.1.2 Amounts provided by the federal government or services assisted or subsidized to any significant extent by the federal government may not be included in determining the amount of such non-federal contributions. Documentation of match, including methods and sources, must be included in sub-recipient budget each budget period, include calculations for both financial assistance and direct assistance, follow procedures for generally accepted accounting practices, and meet audit requirements.

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4.1.2 Direct Costs

Using the ADHS budget tool show the direct costs by listing the totals of each category based on your federally approved indirect cost rate agreement, including salaries and wages, fringe benefits, consultant costs, equipment, supplies, travel, other, and contractual costs.

4.1.3 Indirect Costs

To claim indirect costs up to the state's approved rate, the Subrecipient shall have a current approved indirect cost rate agreement established with the applicable federal agency. A copy of the most recent indirect cost rate shall be submitted to ADHS with the signed Agreement. Indirect cost percentage cannot exceed the current ADHS **Preparedness Division** rate. If the Subrecipient does not have an approved federal indirect cost rate agreement then a default indirect percentage of ten percent (10%) may be used.

4.1.4 Inventory

Upon request, the Subrecipient shall provide an inventory list to ADHS. The inventory list shall include all equipment purchased. Items over \$5,000 shall require an ADHS asset tag.

4.1.5 Budget Allocation and Work Plan

4.1.5.1 The Subrecipient shall complete the budget tool provided by ADHS <https://grantsmgmt.azdhs.gov/grantsmanagement>, and must be submitted to ADHS for review and approval no later than June 1st prior to the beginning of the new budget period. Funding may not be released until the budget has been approved by ADHS.

4.1.5.2 **Submit a completed work plan due no later than June 1st. The workplan template shall be used and is found in AZ-PIRE, <https://sites.google.com/azdhs.gov/az-pire>.**

4.1.6 **Adhere to** Financial accounting, auditing and reporting consistent with the ADHS Accounting and Auditing Procedures Manual, which can be found at <https://drive.google.com/file/d/15mO7JShrS9VFqaCXhlmthqsv74yM9M/view>, and

4.1.7 **Use the most recent Contractor Expense Report (CER) templates that are provided by ADHS to prepare accurate monthly CERs. A CER Summary Sheet, provided by ADHS BORR, must be included with each CER submitted. CERs are due by the last day of each month following the reported month of the CER. For example, a CER with a reporting period of March 1st-31st is due by April 30th. Subrecipients shall retain, and produce when requested within ten (10) business days, documentation that supports allowable expenses included on each CER. Documentation may include; receipts, other forms of proof of payment, personnel payroll reports, etc. Failure to submit a complete and accurate Summary Sheet and CER within the specified timeframe may result in a delay in the processing of the request for reimbursement, the reimbursement payment, and/or affect future funding allocations. All CERs and supporting documents shall be uploaded in the [Grants Management Tool](#), under the appropriate Grant Reference Name.**

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4.1.7.1 Employee certifications: PHEP local jurisdictions are required to adhere to all applicable federal laws and regulations, including applicable OMB circulars and semiannual certification of employees who work solely on a single federal award. These certification forms shall be prepared at least semiannually and signed by the employee or a supervisory official having firsthand knowledge of the work performed by the employee. Employees whose salaries are split funded are required to maintain Labor Activity Reports (as requested by ADHS). These certification forms shall be retained by the subrecipient in accordance with 45 Code of Federal Regulation, Part 92.42.

4.1.8 Expanded Authority: ADHS is permitted the following expanded authority in the administration of the award. Carryover of unobligated balances from one (1) budget period to a subsequent budget period. Unobligated funds may be used for purposes within the scope of the project as originally approved.

4.1.9 No Cost Extensions: based on approval from the CDC, project period end dates may be extended to allow completion of previously approved activities and/or expenditures.

4.1.9.1 2023-2024 Budget Period Five (5) PHEP funds may be applied to approved Subrecipient expenses incurred up to and including June 30, 2025.

4.1.9.2 Upon expanded authority approval from the CDC, Budget Period One (1) through Four (4) may be extended each year to include one additional consecutive fiscal year.

4.1.9.3 Workforce Development funds, if applicable, may be applied to approved Subrecipient expenses incurred up to and including June 30, 2025.

4.2 For Workforce Development Grant (if applicable)

Regardless of funding allocation for each Budget Period (BP), participants are expected to continue their best efforts towards the completion of the reporting requirements as outlined in Section 6.2.

4.2.1 Match

4.2.1.1 No match is required for these funds.

4.2.2 Inventory

4.2.2.1 When requested by ADHS, Subrecipient shall provide a complete annual inventory report to include all capital equipment above the five-thousand (\$5,000) threshold.

4.2.3 Budget Allocation and Work Plan

4.2.3.1 Annual budgets and work plans will be reviewed and approved by ADHS before funding is released.

5. FUNDING RESTRICTIONS

5.1 Funding restrictions that will be considered for workplan and budget development:

5.1.1 May not use funds for research.

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- 5.1.2 May not use funds for clinical care except as allowed by law.
- 5.1.3 May not use funds for construction or major renovations.
- 5.1.4 May use funds only for reasonable program purposes, including personnel, travel, supplies, and services.
- 5.1.5 Generally, recipients may not use funds to purchase furniture or equipment. Any such proposed spending must be clearly identified in the budget.
- 5.1.6 Reimbursement of pre-award costs generally is not allowed, unless the CDC provides written approval to ADHS on behalf of the sub-recipient.
- 5.1.7 Other than for normal and recognized executive-legislative relationships, no funds may be used for:
 - 5.1.7.1 Publicity or propaganda purposes, for the preparation, distribution, or use of any material designed to support or defeat the enactment of legislation before any legislative body.
 - 5.1.7.2 The salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before any legislative body.
 - 5.1.7.3 See [Additional Requirement \(AR\) 12](#) for detailed guidance on this prohibition and additional guidance on lobbying for CDC recipients.
 - 5.1.7.4 The direct and primary sub-recipient in a cooperative agreement program must perform a substantial role in carrying out project outcomes and not merely serve as a conduit for an award to another party or provider who is ineligible.

5.2 General Restrictions

- 5.2.1 May supplement but not supplant existing state or federal funds for activities described in the budget.
- 5.2.2 May, with prior approval, use funds for overtime for individuals directly associated (listed in personnel costs) with the award.
- 5.2.3 May, with prior approval, purchase caches of antibiotics for use by public health responders and their households to ensure the health and safety of the public health workforce during an emergency response, or an exercise to test response plans.
- 5.2.4 Funds may not be used to supplant other funding intended to achieve this objective.
- 5.2.5 Payment or reimbursement of backfilling costs for staff is not allowed.
- 5.2.6 None of the funds awarded to these programs may be used to pay the salary of an individual at a rate in excess of Federal Executive Schedule Level II.
- 5.2.7 Funds may not be used to purchase or support (feed) animals for labs, including mice, and

	<p style="text-align: center;">INTERGOVERNMENTAL AGREEMENT (IGA)</p> <p style="text-align: center;">Amendment</p>		<p>ARIZONA DEPARTMENT OF HEALTH SERVICES OFFICE OF PROCUREMENT</p> <p>150 N. 18th Ave., Suite 530 Phoenix, Arizona 85007</p>
	Contract No.: CTR055218	IGA Amendment No: 4	Procurement Officer: Hana Hehman

5.2.8 Funds may not be used to purchase a house or other living quarters for those under quarantine. Rental may be allowed with approval from ADHS BORR and the CDC Office of Grant Services (OGS).

5.2.9 Meals, lodging, and mileage may only be reimbursed at the state rate in accordance with the [State of Arizona Accounting Manual \(SAAM\)](#). Refer to [SAAM Topic 50, Section 95](#).

5.3 Lobbying

5.3.1 Other than for normal and recognized executive-legislative relationships, PHEP funds may not be used for:

5.3.1.1 Publicity or propaganda purposes, for the preparation, distribution, or use of any material designed to support or defeat the enactment of legislation before any legislative body.

5.3.1.2 The salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before any legislative body.

5.3.1.3 See [Additional Requirement \(AR\) 12](#) for detailed guidance on this prohibition and additional guidance on lobbying for CDC recipients (http://www.cdc.gov/grants/documents/Anti-Lobbying_Restrictions_for_CDC_Grantees_July_2012.pdf).

5.4 Passenger Road Vehicles

5.4.1 Funds cannot be used to purchase over-the road passenger vehicles.

5.4.2 Funds cannot be used to purchase vehicles to be used as means of transportation for carrying people or goods, such as passenger cars or trucks and electrical or gas-driven motorized carts.

5.4.3 Can (with prior approval) use funds to lease vehicles to be used as means of transportation for carrying people or goods, e.g., passenger cars or trucks and electrical or gas- driven motorized carts during times of need.

5.4.4 Additionally, PHEP grant funds can (with prior approval) be used to make transportation agreements with commercial carriers for movement of materials, supplies and equipment. There shall be a written process for initiating transportation agreements (e.g., contracts, memoranda of understanding, formal written agreements, and/or other letters of agreement). Transportation agreements shall include, at a minimum:

5.4.4.1 Type of vendor.

5.4.4.2 Number and type of vehicles, including vehicle load capacity and configuration.

5.4.4.3 Number and type of drivers, including certification of drivers.

5.4.4.4 Number and type of support personnel.

5.4.4.5 Vendor's response time.

	<p style="text-align: center;">INTERGOVERNMENTAL AGREEMENT (IGA)</p> <p style="text-align: center;">Amendment</p>		<p>ARIZONA DEPARTMENT OF HEALTH SERVICES OFFICE OF PROCUREMENT</p> <p>150 N. 18th Ave., Suite 530 Phoenix, Arizona 85007</p>
	<p>Contract No.: CTR055218</p>	<p>IGA Amendment No: 4</p>	<p>Procurement Officer: Hana Hehman</p>

5.4.4.6 Vendor's ability to maintain cold chain, if necessary to the incident.

5.4.4.6.1 This relationship may be demonstrated by a signed transportation agreement or documentation of transportation planning meeting with the designated vendor. All documentation shall be vaccinated with vaccine purchased from the appropriate funding source.

5.4.5 Unallowable – funds may not be used:

5.4.5.1 To purchase vaccines for seasonal influenza mass vaccination clinics or other routine vaccinations covered by CDC/ACIP schedules.

5.4.5.2 To purchase influenza vaccines for the public.

5.4.5.3 For clinical care except as allowed by law:

5.4.5.3.1 Clinical care is defined as "directly managing the medical care and treatment of individual patients."

6. GRANT ACTIVITY OVERSIGHT FOR WORKFORCE DEVELOPMENT GRANT (if applicable)

6.1 ADHS will monitor the expenditure of funds for the reports submitted. If there are any reports that are not submitted on or before the appropriate submission date, the Subrecipient could be subject to a potential reduction in funds, or loss of funds for the following year.

6.2 Expenditure that are not on an approved budget or approved redirection may not be eligible for reimbursement from ADHS, and

6.3 Failure to meet the performance measures or deliverables may result in a reduction or withholding subsequent awards.

7. DELIVERABLES

7.1 PHEP Grant

7.1.1 Provide to ADHS the primary and secondary **critical** contact information for its public health incident command team, **when requested by ADHS**, as part of the **annual critical contact drill**:

7.1.1.1 Critical contact information:

7.1.1.1.1 Subrecipients PHEP Program point of contact.

7.1.1.1.2 Health Emergency Operations Center point of contact.

7.1.1.1.3 Emergency Management Operations Center point of contact.

7.1.1.1.4 Public information Officer point of contact.

7.1.1.1.5 24-7 public health emergency contact number.

7.1.2 Upon activation of the Subrecipient's Health Emergency Operations Center, the Subrecipient shall provide the primary and secondary contact information for its public health incident command team.

	<p style="text-align: center;">INTERGOVERNMENTAL AGREEMENT (IGA)</p> <p style="text-align: center;">Amendment</p>		<p>ARIZONA DEPARTMENT OF HEALTH SERVICES OFFICE OF PROCUREMENT</p> <p>150 N. 18th Ave., Suite 530 Phoenix, Arizona 85007</p>
	Contract No.: CTR055218	IGA Amendment No: 4	Procurement Officer: Hana Hehman

- 7.1.3 Submit a completed Capacity Indicators template by January 31st. The template will be provided by ADHS.
- 7.1.4 Submit by June 1st an annual spending plan using the budget tool supplied by ADHS for the completion of the work plan to meet selected deliverables,
 - 7.1.4.1 Upon receipt and approval of the subrecipient's annual budget, ADHS will disburse up to fifteen percent (15%) of the subrecipient's total annual grant allocation. Expenditures made using these funds must be reported on an ADHS BORR provided summary sheet for ADHS review to ensure appropriate application to the grant. The total amount of funds allocated and available to the Subrecipient is shown on the Annual Price Sheet.
 - 7.1.4.2 Upon receipt and approval of the subrecipient's annual work plan, ADHS will disburse up to fifteen percent (15%) of the subrecipient's total annual grant allocation. Expenditures made using these funds must be reported on an ADHS BORR provided summary sheet for ADHS review to ensure appropriate application to the grant. The total amount of funds allocated and available to the Subrecipient is shown on the Annual Price Sheet.
 - 7.1.4.3 Upon receipt and approval of the subrecipient's Mid-Year Progress Update, ADHS will disburse up to fifteen percent (15%) of the sub-recipient's total annual grant allocation. Expenditures made using these funds must be reported on an ADHS BORR provided summary sheet for ADHS review to ensure appropriate application to the grant. The total amount of funds allocated and available to the Subrecipient is shown on the Annual Price Sheet.
- 7.1.5 Submit **quarterly reporting**, utilizing the templates provided, to the ADHS PHEP Grant Coordinator; the reports **shall** include progress toward the completion of identified work plan activities and outcomes for the budget period. The **quarterly reports shall be due on the following dates.**
 - 7.1.5.1 Quarter One (1) due no later than October 31st.
 - 7.1.5.2 Quarter Two (2) (Mid-Year Progress Update) due no later than January 31st.
 - 7.1.5.3 Quarter Three (3) due no later than April 30th.
- 7.1.6 Submit an End of Year Report (**including Quarter Four (4) and impact statement**), utilizing the templates provided, to the ADHS PHEP Grant Coordinator; the report **shall** include a narrative that describes the final progress toward the completion of the planned activities and outcomes. Challenges and barriers that prevent the completion of the activities are also required. The End of Year report is due no later than **July 31st** following the end of the budget period.
- 7.1.7 **After Action Reports:** Subrecipients shall provide After Action Reports for exercises and real-world events. After Action Reports shall be completed in accordance with the Federal Emergency Management Agency (FEMA) HSEEP standards. Reports shall be submitted to Partner.Integration@azdhs.gov.
- 7.1.8 **Improvement action plans:** Subrecipients shall provide Improvement Plans shall be completed in accordance with FEMA HSEEP standards. Reports shall be submitted to Partner.Integration@azdhs.gov.

	<p style="text-align: center;">INTERGOVERNMENTAL AGREEMENT (IGA)</p> <p style="text-align: center;">Amendment</p>		<p>ARIZONA DEPARTMENT OF HEALTH SERVICES OFFICE OF PROCUREMENT</p> <p>150 N. 18th Ave., Suite 530 Phoenix, Arizona 85007</p> <p>Procurement Officer: Hana Hehman</p>
	Contract No.: CTR055218	IGA Amendment No: 4	

- 7.1.9 **Risk Assessment:** CRI jurisdictions shall provide an individual or joint risk assessment that addresses the needs of the whole jurisdiction once every five (5) years. The risk assessment shall include considerations for people who are disproportionately affected by public health emergencies.
- 7.1.10 Provide a current copy of the Subrecipient's Crisis Emergency Risk Communication plan, if any, that ensures prioritized populations are represented, and
- 7.1.11 Provide a copy of the current federally approved indirect cost rate agreement. If the subrecipient does not have a federally approved indirect cost rate agreement, then provide in writing a statement explaining how they intend to calculate indirect costs. Indirect cost rate agreements shall be submitted to PHEPCHP@azdhs.gov.
- 7.1.12 Submit a completed work plan due no later than June 1st. The workplan template shall be used and is found in AZ-PIRE, <https://sites.google.com/azdhs.gov/az-pire>.

7.2 Workforce Development Grant (if applicable)

Report progress on the activities within approved workplans, spending reports, progress on hiring goals and priorities shall be reported in a timely manner to ensure ADHS has adequate time to compile the information and prepare it for submission at the federal level. Sub-recipient is also responsible to report on diversity, equity, and inclusion plan metrics.

- 7.2.1 Progress report – submit status update on meeting hiring goals and diversity, equity and inclusion (DEI) metrics. Progress reports are due every six (6) months.
 - 7.2.1.1 The period July 1, 2024 – November 30, 2024 is due December 31, 2024.
 - 7.2.1.2 The period December 1, 2024 – May 31, 2025 is due June 30, 2025.
- 7.2.2 End-of-Program Report (dates covered: July 1, 2021-June 30, 2025)- submit final report on overall workplan activities, hiring goals, and DEI metrics. ADHS shall send out the End-of-Program report template in advance of the due date – August 25, 2025.
- 7.2.3 The Subrecipient shall prepare monthly CERs using the program provided template with supporting documentation by the established due dates identified by ADHS. Failure to accomplish monthly financial reports within specified time frames, without prior coordination of ADHS program leadership, could result in a reduction or loss of grant finding in subsequent years.

8. NOTICES, CORRESPONDENCE, REPORTS, INVOICES/CERs AND PAYMENT

8.1 Notices, Correspondence and Reports from the Subrecipient to ADHS shall be sent to:

Arizona Department of Health Services
Bureau of Operational Readiness and Response
150 North 18th Avenue, Suite 150
Phoenix, Arizona 85007

- 8.1.1 **ADHS Grants Management Tool:** <https://grantsmgmt.azdhs.gov/grantsmanagement>
- 8.1.2 The PHEP grant email address is: phepchp@azdhs.gov

	<p style="text-align: center;">INTERGOVERNMENTAL AGREEMENT (IGA)</p> <p style="text-align: center;">Amendment</p>		<p>ARIZONA DEPARTMENT OF HEALTH SERVICES OFFICE OF PROCUREMENT</p> <p>150 N. 18th Ave., Suite 530 Phoenix, Arizona 85007</p>
	<p>Contract No.: CTR055218</p>	<p>IGA Amendment No: 4</p>	<p>Procurement Officer: Hana Hehman</p>

8.1.3 The Workforce Development Grant email address is: wfdgrant@azdhs.gov


8.2 Automated Clearing House

ADHS may pay invoices for some or all Orders through an Automated Clearing House (ACH). In order to receive payments in this manner, the Subrecipient must complete an ACH Vendor Authorization Form (form GAO-618) within 30 (thirty) days after the effective date of the Contract. The form is available online at: <https://gao.az.gov/publications/forms>.

8.2.1 ACH Vendor Authorization Form shall be emailed to Vendor.Payautomation@azdoa.gov

8.3 Notices, Correspondence and Payments from the ADHS to the Subrecipient shall be sent to:

Pinal County
Attn: Kore Redden
971 North Jason Lopez Circle, Bldg D.
Florence, AZ 85132
Phone: (520) 866-7331
Email: kore.redden@pinalcountyaz.gov

	INTERGOVERNMENTAL AGREEMENT (IGA) Amendment		ARIZONA DEPARTMENT OF HEALTH SERVICES OFFICE OF PROCUREMENT 150 N. 18 th Ave., Suite 530 Phoenix, Arizona 85007
	Contract No.: CTR055218	IGA Amendment No: 4	Procurement Officer: Hana Hehman

PRICE SHEET

PHEP GRANT

Cost Reimbursement

Description	Amount
Funds to enhance current PHEP activities per the deliverables in the attached ADHS PHEP Grant Deliverables document and upon ADHS approval of monthly Contractor Expenditure Reports (CER's).	\$357,162.00
Funds to enhance current PHEP activities (which includes CRI jurisdictional requirements) per the deliverables in the attached ADHS PHEP Grant Deliverables document and upon ADHS approval of the monthly Contract Expenditure Reports (CERs).	\$151,975.00
TOTAL ANNUAL AMOUNT NOT TO EXCEED	\$509,137.00

WORKFORCE DEVELOPMENT GRANT
July 1, 2020 through June 30, 2025

Cost Reimbursement

Description	Amount
Funds pertaining to the Workforce Development Grant Scope of Work and upon ADHS approval of quarterly Contractor Expenditure Reports (CERs).	\$853,937.00

	INTERGOVERNMENTAL AGREEMENT (IGA) Amendment		ARIZONA DEPARTMENT OF HEALTH SERVICES OFFICE OF PROCUREMENT 150 N. 18 th Ave., Suite 530 Phoenix, Arizona 85007
	Contract No.: CTR055218	IGA Amendment No: 4	Procurement Officer: Hana Hehman

Exhibit A - 2 CFR 200.332

§ 200.332

Requirements for pass-through entities.

All pass-through entities must:

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

Prime Awardee:

UEI#

Arizona Department of Health Services

QMWUG1AMYF65

Federal Award Identification (Grant Number):

NU90TP922004

Subrecipient name (which must match the name associated with its unique entity identifier):

Pinal County

Subrecipient's unique entity identifier (DUNS #):

GX4FM9VQD7W3

Federal Award Identification Number (FAIN, sometimes it's the same as the Grant Number):

NU90TP922004

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;

TBD

Subaward Period of Performance Start and End Date;

7/01/2024-6/30/2029

Subaward Budget Period Start and End Date:

7/01/2024-6/30/2029

Amount of Federal Funds Obligated by this action by the pass-through entity to the subrecipient (this is normally the contract amount):

\$357,162.00

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):

\$6,608,834.00

Total Amount of the Federal Award committed to the subrecipient by the pass-through entity

\$13,007,079.00

Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA)

Public Health Emergency Preparedness

Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity

Centers for Disease Control and Prevention

Assistance Listings number and Title; the pass-through entity must identify the dollar amount made available under each Federal award and the Assistance Listings Number at time of disbursement:

93.069

Identification of whether the award is R&D



Yes



No

Indirect cost rate for the Federal award (including the de minimis rate is charged) per § 200.414

	INTERGOVERNMENTAL AGREEMENT (IGA) Amendment		ARIZONA DEPARTMENT OF HEALTH SERVICES OFFICE OF PROCUREMENT 150 N. 18 th Ave., Suite 530 Phoenix, Arizona 85007
	Contract No.: CTR055218	IGA Amendment No: 4	Procurement Officer: Hana Hehman

Exhibit A Continued- 2 CFR 200.332

§ 200.332

Requirements for pass-through entities.

All pass-through entities must:

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

Prime Awardee:

UEI#

Arizona Department of Health Services

QMWUG1AMYF65

Federal Award Identification (Grant Number):

NU90TP922004

Subrecipient name (which must match the name associated with its unique entity identifier):

Pinal County CRI

Subrecipient's unique entity identifier (DUNS #):

GX4FM9VQD7W3

Federal Award Identification Number (FAIN, sometimes it's the same as the Grant Number):

NU90TP922004

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;

TBD

Subaward Period of Performance Start and End Date;

7/01/2024-6/30/2029

Subaward Budget Period Start and End Date:

7/01/2024-6/30/2029

Amount of Federal Funds Obligated by this action by the pass-through entity to the subrecipient (this is normally the contract amount):

\$151,975.00

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):

\$6,608,834.00

Total Amount of the Federal Award committed to the subrecipient by the pass-through entity

\$13,007,079.00

Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA)

Public Health Emergency Preparedness

Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity

Centers for Disease Control and Prevention

Assistance Listings number and Title; the pass-through entity must identify the dollar amount made available under each Federal award and the Assistance Listings Number at time of disbursement:

93.069

Identification of whether the award is R&D

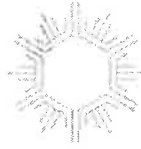


Yes



No

Indirect cost rate for the Federal award (including the de minimis rate is charged) per § 200.414



PINAL COUNTY

WIDE OPEN OPPORTUNITY

AGENDA ITEM

June 9, 2021

ADMINISTRATION BUILDING A
FLORENCE, ARIZONA

REQUESTED BY: Kore Redden/Tascha Spears

Funds #: 82

Dept. #:

Dept. Name: Public Health

Director: Tascha Spears

BRIEF DESCRIPTION OF AGENDA ITEM AND REQUESTED BOARD ACTION:

Discussion/approval/disapproval of Contract No. CTR055218 for the Public Health Emergency Preparedness Program. The term of this agreement will be July 1, 2021, to June 30, 2026. The total amount of the agreement is \$478,356. This grant is part of the annual Public Health Services District budget. There is no impact to the General Fund.(Kore Redden/Tascha Spears)

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

The total amount of the agreement is \$478,356. This grant is part of the annual Public Health Services District budget. There is no impact to the General Fund.

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

This grant helps Public Health meet or exceed requirements in the annual CDC Operational Readiness Review

MOTION:

Approve as presented

History

Time

Who

Approval

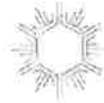
ATTACHMENTS:

[Click to download](#)

[Grant Request Form](#)

[Contract](#)

P/O



PINAL COUNTY
WIDE OPEN OPPORTUNITY

Board of Supervisors Grant Request

Board of Supervisors meeting date: June 9, 2021
Department seeking grant: Public Health
Name of Granting Agency: ADHS
Name of Grant Program: Emergency Preparedness Program
Project Name: Public Health Emergency Preparedness
Amount requested: \$478,356
Match amount, if applicable: \$0
Application due date: n/a
Anticipated award date/fiscal year: July 1, 2021 - June 30, 2022
What strategic priority/goal does this project address?: Vibrant Communities
Applicable Supervisor District: All
Brief description of project:

This grant helps Public Health meet or exceed requirements in the annual CDC Operational Readiness Review

Approval received per Policy 8.20: ☐ OnBase Grant #: 2021-404

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)

Contract No.: CTR055218

ARIZONA DEPARTMENT OF HEALTH SERVICES

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

Procurement Officer:
Kailee Gray

Project Title: Public Health Emergency Preparedness Program

Begin Date: 07/01/2021



Geographic Service Area: Arizona Statewide

Termination Date: 06/30/2026

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:

- | | |
|--|---|
| <input checked="checked" type="checkbox"/> | Counties: A.R.S. §§ 11-201, 11-951, 11-952 and 36-182. |
| <input type="checkbox"/> | Indian Tribes: A.R.S. §§ 11-951, 11-952 and the rules and sovereign authority of the contracting Indian Nation. |
| <input type="checkbox"/> | School Districts: A.R.S. §§ 11-951, 11-952, and 15-342. |
| <input type="checkbox"/> | City of Phoenix: Chapter II, §§ 1 & 2, Charter, City of Phoenix. |
| <input type="checkbox"/> | City of Tempe: Chapter 1, Article 1, §§ 1.01 & 1.03, Charter, City of Tempe. |

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

<p>Arizona Transaction (Sales) Privilege:</p> <p>Federal Employer Identification No.:</p> <p>Tax License No.:</p> <p>Contractor Name: Pinal County</p> <p>Address: 971 North Jason Lopez Circle, Bldg. D Florence, AZ 85132</p>	<p>FOR CLARIFICATION, CONTACT:</p> <p>Name: <u>Kore Redden</u></p> <p>Phone: <u>520-866-7331</u></p> <p>FAX No: _____</p> <p>E-mail: <u>kore.redden@pinalcountyz.gov</u></p>				
<p>CONTRACTOR SIGNATURE: The Contractor agrees to perform all the services set forth in the Agreement and Work Statement.</p> <p> Signature of Person Authorized to Sign Date <u>06/09/2021</u></p> <p><u>Stephen Q. Miller, Chairman</u> Print Name and Title</p>	<p>This Contract shall henceforth be referred to as Contract No. <u>CTR055218</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 _____, 20____</p>				
<p>CONTRACTOR ATTORNEY SIGNATURE: Pursuant to A.R.S. § 11-952, the undersigned Contractor's Attorney has determined that this Intergovernmental Agreement is in proper form and is within the powers and authority granted under the laws of Arizona.</p> <p> Signature of Person Authorized to Sign Date <u>6-3-21</u></p> <p><u>Chris Keller, Chief Civil Deputy County Attorney</u> Print Name and Title</p>	<p>Contract, No. CTR055218 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> <table><tr><td>Signature</td><td>Date</td></tr><tr><td>Assistant Attorney General:</td><td></td></tr></table>	Signature	Date	Assistant Attorney General:	
Signature	Date				
Assistant Attorney General:					

CONTRACT NUMBER	INTERGOVERNMENTAL AGREEMENT
CTR055218	TERMS AND CONDITIONS

2. Contract Type.

This Contract shall be:

☒ Cost Reimbursement

3. Contract Interpretation.

- 3.1. Arizona Law. The law of Arizona applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona.
- 3.2. Implied Contract Terms. Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.
- 3.3. Contract Order of Precedence. In the event of a conflict in the provisions of the Contract, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:
 - 3.3.1. Terms and Conditions;
 - 3.3.2. Statement or Scope of Work;
 - 3.3.3. Attachments; and
 - 3.3.4. Referenced Documents.
- 3.4. Relationship of Parties. The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.
- 3.5. Severability. The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.
- 3.6. No Parole Evidence. This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document.
- 3.7. No Waiver. Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.
- 3.8. Headings. Headings are for organizational purposes only and shall not be interpreted as having legal significance or meaning.

4. Contract Administration and Operation.

- 4.1. Term. As indicated on the signature page of the Contract, the Contract shall be effective as of the Begin Date and shall remain effective until the Termination Date.
- 4.2. Contract Renewal. This Contract shall not bind, nor purport to bind, the State for any contractual commitment in excess of the original Contract period. The term of the Contract shall not exceed five years. However, if the original Contract period is for less than five years, the State shall have the right, at its sole option, to renew the Contract, so long as the original Contract period together with the renewal periods does not exceed five years. If the State exercises such rights, all terms, conditions and provisions of the original Contract shall remain the same and apply during the renewal period with the exception of price and Scope of Work, which may be renegotiated.
- 4.3. New Budget Term. If a budget term has been completed in a multi-term Contract, the parties may agree to

CONTRACT NUMBER	INTERGOVERNMENTAL AGREEMENT
CTR055218	TERMS AND CONDITIONS

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

- 4.10.3. *Notwithstanding the above, if the Contractor is a State agency, the following shall apply instead:* It is the intention of ADHS and Contractor that all material and intellectual property developed under this Agreement be used and controlled in ways to produce the greatest benefit to the parties to this Contract and the citizens of the State of Arizona. As used in this paragraph, "Material" means all written and electronic information, recordings, reports, findings, research information, abstracts, results, software, data, discoveries, inventions, procedures and processes of services developed by the Contractor and any other materials created, prepared or received by the Contractor and subcontractors in performance of this Agreement. "Material" as used herein shall not include any pre-existing data, information, materials, discoveries, inventions or any form of intellectual property invented, created, developed or devised by Contractor (or its employees, subcontractors or agents) prior to the commencement of the services funded by this Agreement or that may result from Contractor's involvement in other service activities that are not funded by the Agreement.
- 4.10.4. Title and exclusive copyright to all Material shall vest in the State of Arizona, subject to any rights reserved on behalf of the federal government. As State agencies and instrumentalities, both ADHS and Contractor shall have full, complete, perpetual, irrevocable and non-transferable rights to reproduce, duplicate, adapt, make derivative works, distribute, display, disclose, publish and otherwise use any and all Material. The Contractor's right to use Material shall include the following rights: the right to use the Material in connection with its internal, non-profit research and educational activities, the right to present at academic or professional meetings or symposia and the right to publish in journals, theses, dissertations or otherwise of Contractor's own choosing. Contractor agrees to provide ADHS with a right of review prior to any publication or public presentation of the Material, and ADHS shall be entitled to request the removal of its confidential information or any other content the disclosure of which would be contrary to the best interest of the State of Arizona. Neither party shall release confidential information to the public without the prior expressly written permission of the other, unless required by the State public records statutes or other law, including a court order. Each party agrees to give recognition to the other party in all public presentations or publications of any Material, when releasing or publishing them.
- 4.10.5. In addition, ADHS and Contractor agree that any and all Material shall be made freely available to the public to the extent it is in the best interest of the State. However, if either party wants to license or assign an intellectual property interest in the material to a third-party for monetary compensation, ADHS and Contractor agree to convene to determine the relevant issues of title, copyright, patent and distribution of revenue. In the event of a controversy as to whether the Material is being used for monetary compensation or in a way that interferes with the best interest of the state or ADHS, then the Arizona Department of Administration shall make the final decision. Notwithstanding the above, "monetary compensation" does not include compensation paid to an individual creator for traditional publications in academia (the copyrights to which are Employee-Excluded Works under ABOR Intellectual Property Policy Section 6-908C.4.), an honorarium or other reimbursement of expenses for an academic or professional presentation, or an unprofitable distribution of Material.
- 4.11. E-Verify Requirements In accordance with A.R.S. § 41-4401, Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section

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from its obligation to remit taxes.

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

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

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

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

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

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

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

5.6.4. Cancel the Contract.

6. Contract Changes

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

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

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

7. Risk and Liability

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

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

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

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

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

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

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

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

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

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

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

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

9. State's Contractual Remedies

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

9.2. Stop Work Order.

9.2.1. *Terms.* The State may, at any time, by written order to the Contractor, require the Contractor to stop all or any part of the work called for by this Contract for a period up to ninety (90) Days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.

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

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

- 10.5. Mutual Termination. This Contract may be terminated by mutual written agreement of the parties specifying the termination date and the terms for disposition of property and, as necessary, submission of required deliverables and payment therein.
- 10.6. Termination for Default. The State reserves the right to terminate the Contract in whole or in part due to the failure of the Contractor to comply with any material obligation, term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. In the event the ADHS terminates the Contract in whole or in part as provided in this paragraph, the ADHS may procure, upon such terms and in such manner as deemed appropriate, Services or Materials, similar to those terminated, and Contractor shall be liable to the ADHS for any excess costs incurred by the ADHS in obtaining such similar Services or Materials.
- 10.7. Continuation of Performance Through Termination. Upon receipt of the notice of termination and until the effective date of the notice of termination, the Contractor shall perform work consistent with the requirements of the Contract and, if applicable, in accordance with a written transition plan approved by the ADHS. If the Contract is terminated in part, the Contractor shall continue to perform the Contract to the extent not terminated. After receiving the notice of termination, the Contractor shall immediately notify all subcontractors, in writing, to stop work on the effective date of termination, and on the effective date of termination, the Contractor and subcontractors shall stop all work.
- 10.8. Disposition of Property. Upon termination of this Contract, all property of the State, as defined herein, shall be delivered to the ADHS upon demand.

11. Arbitration

Pursuant to A.R.S. § 12-1518, disputes under this Contract shall be resolved through the use of arbitration when the case or lawsuit is subject to mandatory arbitration pursuant to rules adopted under A.R.S. § 12 -133.

12. Communication

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

13. Client Grievances

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

14. Sovereign Immunity

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

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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 Contractor/Grantee shall submit to ADHS via email the Grant Reporting Certification Form. This form and the instructions can be downloaded from the ADHS Procurement website at <http://www.azdhs.gov/operations/financial-services/procurement/index.php#ffata> and must be returned to the ADHS by the 15th of the month following that in which the award was received. The form shall be completed electronically, and submitted using the steps outlined in the Grant Reporting Certification Form Instructions to the following email address: ADHS_Grant@azdhs.gov. All required fields must be filled including Top Employee Compensation, if applicable. Completing the Grant Reporting Certification Form is required for compliance with the Office of Management and Budget (OMB), found at <http://www.whitehouse.gov/omb/open>. Failure to timely submit the Grant Reporting Certification Form could result in the loss of funds. This requirement applies to all subcontractors/sub-awardees utilized by the Contractor/Grantee for amounts exceeding \$30,000.00 during the term of the Award.

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

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

21.1.1. Procure or obtain;

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

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

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

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

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

22. **Technology Replacement**

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

23. **Authorization for Provision of Services**

Authorization for purchase of services under this Agreement shall be made only upon ADHS issuance of a Purchase Order that is signed by an authorized agent. The Purchase Order will indicate the Agreement number and the dollar

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and a direct cost activity; two or more indirect activities which are allocated using different allocation bases; or an unallowable activity and a direct or indirect cost activity. Budget estimates (i.e., estimates determined before the services are performed) alone do not qualify as support for charges to Federal awards, but may be used for interim accounting purposes only.

- 27.5 Grantee understands that financial reports are required as an accounting of expenditures for either reimbursement or ADHS-approved advance payments.
- 27.6 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.
- 27.7 All goods and services must be received or have reasonable expectations thereof and placed in service by Grantee by the expiration of this award.
- 27.8 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.
- 27.9 Grantee agrees to remit all unexpended grant funds to the ADHS within thirty (30) days of written request from the ADHS.
- 27.10 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.
- 27.11 Grantee agrees not to use grant funds for food and/or beverage unless explicitly approved in writing by the ADHS.
- 27.12 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.
- 27.13 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.
- 27.14 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.
- 27.15 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/>
- 27.16 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.

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1. BACKGROUND

The Arizona Department of Health Services (ADHS), through the Bureau of Public Health Emergency Preparedness (PHEP), has been working with Arizona Counties and Tribes to improve the preparedness of each community in the event of any public health emergency. Most of these projects were funded by grants from the Centers for Disease Control and Prevention (CDC) of the U.S. Department of Health and Human Services (HHS).

2. OBJECTIVE

This Agreement is intended to improve upon the process. Nothing in this Agreement is meant to supplant or in any other way discourage existing planning and coordination between County and Tribal Health Departments. This Agreement is designed to increase participation in the ongoing development of the State and County Health Preparedness Infrastructure through the CDC Public Health Preparedness Cooperative Agreement with the ADHS.

3. TASKS

3.1. The Contractor shall:

- 3.1.1. Appoint a PHEP Coordinator responsible for overseeing all grant related activities, budgets, and reports,
- 3.1.2. Participate in Public Health Preparedness Regional Healthcare Coalition meetings and conference calls held in the Contractor's regional communities as appropriate,
- 3.1.3. Review Attachment A: Grant Guidance and use for grant reference,
- 3.1.4. Review and update, in writing, the Contractor's Public Health Emergency Preparedness and Response Plans according to the timeframes identified under the ADHS PHEP Deliverables Document (Deliverables):
 - 3.1.4.1. Prepare and update plans to the ADHS PHEP Coordinator of Community & Healthcare Preparedness section at the time of completion;
 - 3.1.4.2. Document participation in regional emergency preparedness planning and other related activities to be provided upon request by ADHS;
 - 3.1.4.3. Address the plan for the Strategic National Stockpile (SNS), mass prophylaxis and countermeasure distribution and dispensing within the Contractor's jurisdiction, as appropriate; and
 - 3.1.4.4. Develop or update mutual aid agreements with other jurisdictions, in accordance with the approved Contractor's Public Health Emergency Preparedness and Response Plan.

3.2. Medical Electronic Disease Surveillance and Intelligence System (MEDSIS):

3.2.1. The Contractor shall:

- 3.2.1.1. Participate in ADHS-coordinated workgroups for MEDSIS enhancements to include Tribal communities (if applicable) and Electronic Laboratory Reporting (ELR) capabilities; and
- 3.2.1.2. Participate in epidemiology specific trainings, workshops, or conferences provided by ADHS or an ADHS recognized training session (if applicable).

3.3. Public Health Emergency Exercises:

3.3.1. The Contractor shall:

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identification and tracking of COVID-19 cases in the community and is responsible for immediate implementation of real-time reporting to the Hospital Preparedness Program (HPP), CDC. Specifically, jurisdictions should focus on the following activities, in accordance with CDC guidelines:

- 3.4.3.1.1. Conduct surveillance to identify cases, report case data in a timely manner, identify contacts, characterize disease transmission, and track relevant epidemiologic characteristics including hospitalization and death;
- 3.4.3.1.2. Conduct surveillance to monitor virologic and disease activity in the community and healthcare settings;
- 3.4.3.1.3. Implement routine and enhanced surveillance to support the science base that informs public health interventions that mitigate the impact of COVID-19, including understanding of clinical characteristics; infection prevention and control practices; and other mitigation requirements,
- 3.4.3.1.4. Establish or enhance core epidemiological activities to support response such as risk assessment, case classification, analysis, visualization and reporting;
- 3.4.3.1.5. Conduct surveillance to monitor disruption in the community caused by COVID-19 and related mitigation activities (e.g. school closures and cancellation of mass gatherings); and
- 3.4.3.1.6. Conduct surveillance to monitor disruption in healthcare systems caused by COVID-19 (e.g. shortages of personal protective equipment).

3.4.4. Community Intervention Implementation Plan

- 3.4.4.1. Contractor shall maintain its COVID-19 community intervention implementation plan that describes how the state and local jurisdictions will achieve the response's three (3) mitigation goals:
 - 3.4.4.1.1. Slow transmission of disease,
 - 3.4.4.1.2. Minimize morbidity and mortality, and
 - 3.4.4.1.3. Preserve healthcare, workforce, and infrastructure functions and minimize social and economic impacts.
- 3.4.4.2. The plan shall address:
 - 3.4.4.2.1. Minimizing potential spread and reduce morbidity and mortality of COVID-19 in communities,
 - 3.4.4.2.2. Planning and adapting for disruption caused by community spread and implement interventions to prevent further spread,
 - 3.4.4.2.3. Ensuring healthcare system response is an integrated part of community interventions, and
 - 3.4.4.2.4. Ensuring integration of community mitigation interventions with health system preparedness and response plans and interventions.

3.5. ADHS will:

- 3.5.1. Monitor the expenditure of funds for the reports submitted. If there are any reports that are not submitted

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and work plan. These tools shall help the Contractor to reach the goals and objectives outlined in the Attachment A; Grant Guidance section of this document.

- 4.4. Conduct Financial accounting, auditing and reporting consistent with the ADHS Accounting and Auditing Procedures Manual, which can be found at <https://drive.google.com/file/d/15mO7JShrS9VFqaCXhlmhthqsv74yM9M/view?usp=sharing>; and
- 4.5. Prepare monthly financial reports with supporting documentation by the established due dates identified by ADHS. Failure to accomplish monthly financial reports within specified time frames, without prior coordination of ADHS program leadership, could result in a reduction or loss of grant funding in subsequent years.

5. DELIVERABLES

5.1. The Contractor shall:

- 5.1.1. Provide primary and secondary contact information for its public health incident command team, to ADHS, as part of the mid-year report (due date determined additionally);
- 5.1.2. Provide annually twenty-four (24) hours a day/seven (7) days a week/three hundred sixty-five (365) days a year public health emergency contact number for its Public Health Department or a designated health emergency contact person and within ten (10) days of any changes;
- 5.1.3. Submit upon activation the primary and secondary contact information for its public health incident command team. At a minimum, contact information shall be provided for the Incident Commander, Operations Chief, Planning Chief, Logistics Chief, and Finance/Administrative Chief;
- 5.1.4. Submit annually by June 1st a spending plan using the budget tool supplied by ADHS for the completion of the work plan to meet selected deliverables;
- 5.1.5. Submit monthly expenditure reports to the ADHS PHEP Financial Coordinator by the last day of the following month using the budget tool provided on the AZ-Program Information and Reporting Exchange (AZ-PIRE) website and include all supporting documents, receipts and reports necessary to back up the expenditures. The website can be found at <https://sites.google.com/azdhs.gov/az-pire/home>.
- 5.1.6. Submit a Semi-Annual Report, utilizing the templates provided, to the ADHS PHEP Coordinator;
 - 5.1.6.1. Due date will be determined by ADHS, and
 - 5.1.6.2. Report progress on Public Health Emergency Exercises.
- 5.1.7. Submit an Annual Report, utilizing the templates provided, to the ADHS PHEP Coordinator;
 - 5.1.7.1. Due date will be determined by ADHS,
 - 5.1.7.2. Report progress on MEDSIS, and
 - 5.1.7.3. Report progress on Public Health Emergency Exercises.

5.2. COVID-19 Deliverables

5.2.1. The Contractor shall:

- 5.2.1.1. Submit a carry-over spend plan, if applicable, as requested by ADHS by September 30th; and
- 5.2.1.2. Submit monthly contractor expenditure reports (CER), if applicable, with detailed information and receipts by the last day of the following month.

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PHEP Budget Period Three (3)

July 1, 2021 through June 30, 2022

Cost Reimbursement

Description	Amount
Funds to enhance current PHEP activities per the deliverables in Attachment A and upon ADHS approval of monthly Contractor Expenditure Reports (CER's).	\$357,162.00
Funds to enhance current PHEP activities (which includes CRI jurisdictional requirements) per the deliverables in Attachment A and upon ADHS approval of monthly Contractor Expenditure Reports (CER's).	\$121,194.00
TOTAL	\$478,356.00

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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:

93.069

Identification of whether the award is R&D

Indirect cost rate for the Federal award (including if the de minimis rate is charged) per § 200.414

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FEDERAL REQUIREMENTS

Project Period Requirements for ADHS (2019-2024)

- One fiscal preparedness tabletop exercise once during the five-year period
- One MCM distribution full-scale exercise once during the five-year period (**completed in November 2019**)
- One MCM dispensing full-scale exercise or one mass vaccination full-scale exercise (one POD in each CRI local planning jurisdiction will be exercised) (**completed in November 2019**)
- Complete two table top exercises (TTX) every five years. One TTX to demonstrate readiness for an anthrax scenario and one to demonstrate a pandemic influenza scenario.
- Complete one functional exercise every five years that focuses on the vaccination of at least one critical workforce group to demonstrate readiness for a pandemic influenza scenario.
- Complete one full scale exercise every five years to demonstrate operational readiness for a pandemic influenza scenario.

Funding Restrictions

Funding restrictions that will be considered for workplan and budget development:

- May not use funds for research.
- May not use funds for clinical care except as allowed by law.
- May not use funds for construction or major renovations.
- May use funds only for reasonable program purposes, including personnel, travel, supplies, and services.
- Generally, recipients may not use funds to purchase furniture or equipment. Any such proposed spending must be clearly identified in the budget.
- Reimbursement of pre-award costs generally is not allowed, unless the CDC provides written approval to ADHS on behalf of the sub-recipient.
- Other than for normal and recognized executive-legislative relationships, no funds may be used for:
 - publicity or propaganda purposes, for the preparation, distribution, or use of any material designed to support or defeat the enactment of legislation before any legislative body
 - the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before any legislative body
- See Additional Requirement (AR) 12 for detailed guidance on this prohibition and additional guidance on lobbying for CDC recipients.
- The direct and primary sub-recipient in a cooperative agreement program must perform a substantial role in carrying out project outcomes and not merely serve as a conduit for an award to another party or provider who is ineligible.

Transportation of Medical Materiel

- PHEP funds may be used (with approved budget) to procure leased or rental vehicles for movement of materials, supplies and equipment.
- PHEP funds may be used (with approved budget) to purchase material-handling equipment (MHE) such as industrial or warehouse-use trucks to move materials, such as forklifts, lift trucks, turret trucks, etc. Vehicles must be of a type not licensed to travel on public roads.
- PHEP funds may be used (with approved budget) to purchase basic (non-motorized) trailers with prior approval from the CDC OGS.

Procurement of Food and Clothing

- Funds may not be used to purchase clothing such as jeans, cargo pants, polo shirts, jumpsuits, sweatshirts, or T-shirts. Purchase of vests to be worn during exercises or responses may be allowed.
- Generally, funds may not be used to purchase food.

Vaccines

- Contact ADHS with vaccine requests in support of an activity.

LOCAL PROGRAM REQUIREMENTS

Meetings

1. ADHS Grant Meetings
 - a. Attend annual Preparedness Community Conference
 - b. Attend annual Integrated Preparedness Plan Workshop
 - c. Participate in ADHS Jurisdictional Risk Assessment Review and Analysis

Exercise Planning and Conduct

1. Local jurisdictions will conduct preparedness exercises in accordance with Homeland Security Exercise and Evaluation Program (HSEEP) fundamentals including:
 - a. Exercise design and development
 - b. Exercise conduct
 - c. Exercise evaluation
 - d. Improvement planning
 - e. More information and templates are available at: <https://www.azdhs.gov/preparedness/emergency-preparedness/index.php#training-exercise-resources>

contributions. Documentation of match, including methods and sources, must be included in sub-recipient budgets each budget period, include calculations for both financial assistance and direct assistance, follow procedures for generally accepted accounting practices, and meet audit requirements.

2. **Total Direct costs:** Show the direct costs by listing the totals of each category, including salaries and wages, fringe benefits, consultant costs, equipment, supplies, travel, other, and contractual costs. Provide the total direct costs within the budget.
3. **Total Indirect Costs:** To claim indirect costs, the applicant organization must have a current approved indirect cost rate agreement established with the cognizant federal agency. A copy of the most recent indirect cost rate agreement must be provided with the application. Indirect cost percentage cannot exceed 32%.
4. **Inventory:** Upon request, local jurisdictions will provide an inventory list to ADHS. The inventory list shall include all equipment purchased. Items over \$5,000 will require an ADHS asset tag. An asset tag will be provided after the submission of the invoice to ADHS that will include the serial number, make/model, and date of acquisition. Once received, ADHS will send sub-recipients a pre-filled property control (F4) form and the asset tag. The asset tag is to be placed on the asset and a photo of the asset tag affixed to the item(s) is required. The F4 form needs to be signed, dated and sent back via email to ADHS.
5. **Budget Allocation (PHEP funded staff and work plan)**
 - a. Complete the budget tool developed by ADHS and submit for review and approval. ADHS cannot release funding to the sub-recipient until ADHS receives and approves a completed budget and signed contract/amendment.
 - b. All activities and procurements funded through the CDC grant shall be aligned with your budget/spend plan and work plan that will help your jurisdiction reach the goals and objectives outlined in this document. Any items and activities that are not specifically tied to the PHEP program capabilities will be approved by ADHS before PHEP funds can be utilized on those activities/items.
6. **Grant Activity Oversight:** Each sub-recipient will appoint a PHEP Coordinator (full or part-time) that will have the responsibility for oversight of all grant related activities. The PHEP Coordinator will be the main point of contact for ADHS in regard to the CDC grant. This individual is expected to work closely with ADHS to ensure all deliverables and requirements are met and will coordinate all activities surrounding any on/off site monitoring conducted by ADHS.
7. **Employee Certifications:** PHEP local jurisdictions are required to adhere to all applicable federal laws and regulations, including applicable OMB circulars and semiannual certification of employees who work solely on a single federal award. These certification

INFORMATION SERVICES

1. Local jurisdictions will have or have access to a secure alerting system that at a minimum has the ability to send email, faxes, and phone/ text alerts.

ADHS will provide training on the information systems and platforms as needed and/or requested. Examples of systems: EMResource, EMTrack, ESAR-VHP, AzHAN, iCAM, etc.

REPORTING

Progress on the deliverables, performance measures, and activities funded through the CDC grant will be reported as requested and in a timely manner to ensure ADHS has adequate time to compile the information and submit to the CDC.

Mid-Year Report

- a. Mid-year reports are expected in advance of the due date determined by ADHS. Mid-year report templates are integrated within the sub-recipient workplan templates.
- b. Update jurisdictional points of contact twice during each budget period (July 1 and December 31), or as changes occur, to facilitate time-sensitive, accurate information sharing within the local jurisdictions and between ADHS and the sub-recipients.

Annual Report (End of Year)

- a. Annual reports are expected in advance of the due date determined by ADHS. End-of-year report templates are integrated within the sub-recipient workplan templates.

Planning, Training, and Exercise Deliverables

Program Activities	Due Date	Applies To	Comments
Participation in a Regional Integrated Preparedness Plan (IPP) Workshop	Once annually	All PHEP Sub-Recipients	<ul style="list-style-type: none"> • PHEP Coordinator and/or designee
Attend Annual Preparedness Community Conference	Once annually	All PHEP Sub-Recipients	<ul style="list-style-type: none"> • PHEP Coordinator and/or a designee

STRATEGIES AND ACTIVITIES

Domain Strategy 1: Strengthen Community Resilience

Community resilience is the ability of a community, through public health agencies, to develop, maintain, and utilize collaborative relationships among government, private, and community organizations to develop and utilize shared plans for responding to and recovering from disasters and public health emergencies.

Associated Capabilities

- Capability 1: Community Preparedness
- Capability 2: Community Recovery

Domain Activity: Determine the Risks to the Health of the Jurisdiction	Deliverable	Applies To	Due Date
<p>Conduct public health jurisdictional risk assessment (JRA), in collaboration with HPP, to identify potential hazards, vulnerabilities, and risks within the community that relate to the public health, medical, and mental/behavioral health systems and the access and functional needs of at-risk individuals.</p> <p>ADHS recommends a collaborative and flexible risk assessment process that includes input from existing hazard and vulnerability analysis conducted by emergency management, AzCHER and other health care organizations, as well as other community partners and stakeholders.</p> <p>Jurisdictions should analyze JRA results, and use diverse data sources such as the HHS Capabilities Planning Guide (CPG), previous risk assessments, jurisdictional incident AARs/IPs, site visit observations, jurisdictional data from the National Health Security Preparedness Index, and other jurisdictional priorities and strategies, to help determine their strategic priorities, identify program gaps, and, ultimately prioritize preparedness investments.</p>	Conduct a JRA and report results to ADHS.	All PHEP Sub-Recipients	Once every five years from the date of the last JRA (or equivalent)

Domain Strategy 1: Strengthen Community Resilience

Community resilience is the ability of a community, through public health agencies, to develop, maintain, and utilize collaborative relationships among government, private, and community organizations to develop and utilize shared plans for responding to and recovering from disasters and public health emergencies.

Associated Capabilities

- Capability 1: Community Preparedness
- Capability 2: Community Recovery

<p>Plan for individuals with disabilities and others with access and functional needs. Use a flexible approach to define populations at risk to jurisdictional threats and hazards. Address a broad set of common access and functional needs using the Communication, Maintaining Health, Independence, Services and Support, and Transportation (CMIST) framework.</p> <p>Identify individuals with access and functional needs that may be at risk of being disproportionately impacted by incidents with public health consequences. Examples of populations with access and functional needs include, but are not limited to, children, pregnant women, postpartum and lactating women, racial and ethnic minorities, older adults, persons with disability, persons with chronic disease, persons with limited English proficiency, persons with limited transportation, persons experiencing homelessness, and disenfranchised populations.</p>			
Domain Activity: Focus on Tribal Planning and Engagement	Deliverable	All PHEP Sub-Recipients	Due Date
<p>Support the engagement between county and tribal public health departments in a meaningful and mutually beneficial way to ensure that all community members fully and equally served, while also recognizing the inherent responsibility of those nations to support their members in a culturally appropriate manner.</p>	<p>Documentation of collaborative efforts to ensure appropriate efforts are made to develop public health preparedness and response capability. May be included in regular workplan reports.</p>	<p>All PHEP Sub-Recipients</p>	<p>June 30, 2022</p>

Domain Strategy 2: Strengthen Incident Management

Incident management is the ability to activate, coordinate, and manage public health emergency operations throughout all phases of an incident through use of a flexible and scalable incident command structure that is consistent with the NIMS and coordinated with the jurisdictional incident, unified, or area command structure.

Associated Capability

- Capability 3: Emergency Operations Coordination

<ul style="list-style-type: none"> ○ Description of reimbursement processes following a deployment for both the deployed personnel and the key internal staff. 			
<p>Maintain a current COOP plan that includes the following elements.</p> <ul style="list-style-type: none"> • Definitions, identification, and prioritization of essential services needed to sustain public health agency mission and operations; • Procedures to sustain essential services regardless of the nature of the incident (all-hazards planning); • Positions, skills, and personnel needed to continue essential services and functions (human capital management); • Identification of public health agency and personnel roles and responsibilities in support of ESF #8; • Scalable workforce in response to needs of the incident; • Limited access to facilities due to issues such as structural safety or security concerns; • Broad-based implementation of social distancing policies; • Identification of agency vital records (such as legal documents, payroll, personnel assignments) that must be preserved to support essential functions or for other reasons; • Alternate and virtual work sites; • Devolution of uninterruptible services for scaled down operations; • Reconstitution of uninterruptible services; and • Cost of additional services to augment recovery. 	<p>Development or update/review of the Continuity of Operations Plan</p>	<p>All PHEP Sub-Recipients</p>	<p>June 30, 2022, uploaded to the Plans Library folders on the ADHS AZ-PIRE website</p>
<p><i>Maintain personnel lists.</i> Identify personnel to fulfill required incident command and public health incident management roles. Test staff assembly processes for notifying personnel to report physically or virtually to the public health emergency</p>	<p>1. Maintain listing of personnel using the</p>	<p>All PHEP Sub-Recipients</p>	<p>1. Twice annually using the template found on the</p>

Domain Strategy 3: Strengthen Information Management

Information management is the ability to develop and maintain systems and procedures that facilitate the communication of timely, accurate, and accessible information, alerts, and warnings using a whole community approach. It also includes the ability to exchange health information and situational awareness with federal, state, local, territorial, and tribal governments and partners.

Associated Capabilities

- Capability 4: Emergency Public Information and Warning
- Capability 6: Information Sharing

Such systems, whether they are internally managed or externally hosted on shared platforms, must be capable of supporting syndromic surveillance, integrated surveillance, active and/or passive mortality surveillance, public health registries, situational awareness dashboards, and other public health and preparedness activities.

Have plans in place that identify redundant communication platforms (primary and secondary) and a cycle of maintenance and testing of these platforms every six months.

Domain Activity: Coordinate Emergency Information and Warning

A communication plan should identify the public information officer (PIO) and supporting personnel responsible for implementing jurisdictional public information and communication strategies. Plans must outline requirements and duties; roles and responsibilities; and required qualifications or skills for PIO personnel.

Use crisis and emergency risk emergency communication (CERC) principles to disseminate critical health and safety information to alert the media, public, community-based organizations, and other stakeholders to potential health risks and reduce the risk of exposure. Develop message templates based on planning or risk scenarios identified in risk assessments and incorporate these into the communication plans as applicable.

communication
platforms.

2. Testing of the platforms every six months.

2. Once Annually

1. Development, update/review of a Crisis Emergency Risk Communication plan

All PHEP
Sub-Recipients

1. June 30, 2022, uploaded to the Plans Library folder on the ADHS AZ-PIRE website

2. As changes in personnel occur

2. Ensure that PIO, or designees, receive appropriate ICS training.

Domain Strategy 4: Strengthen Countermeasures and Mitigation

Countermeasures and mitigation is the ability to distribute, dispense, and administer medical countermeasures (MCMs) to reduce morbidity and mortality and to implement appropriate non-pharmaceutical and responder safety and health measures during response to a public health incident.

Associated Capabilities

- Capability 8: Medical Countermeasure Dispensing and Administration
- Capability 9: Medical Materiel Management and Distribution
- Capability 11: Non-pharmaceutical Interventions
- Capability 14: Responder Safety and Health

Operationalize MCM distribution, dispensing, and vaccine administration plans through development, training, exercising, and evaluating these MCM plans. Managing access to and administration of countermeasures and ensuring the safety and health of clinical and other personnel are important priorities for preparedness and continuity of operations.

Engage key partners, to include AzCHER, in the development, training, and exercising of plans for MCM distribution, dispensing, and vaccine administration. This includes open and closed points of dispensing (POD) plans and plans to leverage community vaccine providers in large pandemic influenza-like responses.

Development, update/review of Medical Countermeasures plans

All PHEP Sub-Recipients

June 30, 2022, uploaded to the Plans Library folder on the ADHS AZ-PIRE website

Domain Strategy 4: Strengthen Countermeasures and Mitigation

Countermeasures and mitigation is the ability to distribute, dispense, and administer medical countermeasures (MCMs) to reduce morbidity and mortality and to implement appropriate non-pharmaceutical and responder safety and health measures during response to a public health incident.

Associated Capabilities

- Capability 8: Medical Countermeasure Dispensing and Administration
- Capability 9: Medical Materiel Management and Distribution
- Capability 11: Non-pharmaceutical Interventions
- Capability 14: Responder Safety and Health

	<p>3. Complete two table top exercises every five years. On to demonstrate readiness for an anthrax scenario, and one for a pandemic influenza scenario.</p> <p>4. Complete a functional exercise once every five years, focusing on vaccination of at least one critical workforce group, to demonstrate readiness for a pandemic influenza scenario.</p> <p>5. Demonstrate operational readiness for a pandemic influenza scenario through the</p>	<p>3. Once during this five year project period.</p> <p>4. Once during this five year project period.</p> <p>5. Once during this five year project period (completed in BP1)</p>
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Domain Strategy 4: Strengthen Countermeasures and Mitigation

Countermeasures and mitigation is the ability to distribute, dispense, and administer medical countermeasures (MCMs) to reduce morbidity and mortality and to implement appropriate non-pharmaceutical and responder safety and health measures during response to a public health incident.

Associated Capabilities

- Capability 8: Medical Countermeasure Dispensing and Administration
- Capability 9: Medical Materiel Management and Distribution
- Capability 11: Non-pharmaceutical Interventions
- Capability 14: Responder Safety and Health

Domain Activity: Update Local Distribution Site (LDS) Survey

Review/update the LDS survey form once annual. LDS site information is required for the primary site.

Local jurisdictions are encouraged to validate each LDS site with a law enforcement representative at least once every three years.

Domain Activity: Coordinate Non-pharmaceutical Interventions

Coordinate with and support partner agencies to plan and implement non-pharmaceutical interventions (NPIs) by developing and updating plans for isolation, quarantine, temporary school and child care closures and dismissals, mass gathering (large event) cancellations and restrictions on movement, including border control measures.

Review/update completed LDS survey form for both primary and secondary sites.

Plans must:

Document applicable jurisdictional, legal, and regulatory authorities necessary for implementation of NPIs in routine and incident-specific situations.

Delineate roles and responsibilities of health, law enforcement, emergency management, chief executive, and other relevant agencies and partners.

Once Annually

All PHEP Sub-Recipients

June 30, 2022

All PHEP Sub-Recipients

Domain Strategy 4: Strengthen Countermeasures and Mitigation

Countermeasures and mitigation is the ability to distribute, dispense, and administer medical countermeasures (MCMs) to reduce morbidity and mortality and to implement appropriate non-pharmaceutical and responder safety and health measures during response to a public health incident.

Associated Capabilities

- Capability 8: Medical Countermeasure Dispensing and Administration
- Capability 9: Medical Material Management and Distribution
- Capability 11: Non-pharmaceutical Interventions
- Capability 14: Responder Safety and Health

would protect responders and health care workers from illness or injury at the state and local levels. This may include developing clearance goals for contaminated areas based on guidance from a committee of subject matter experts.

Domain Strategy 5: Strengthen Surge Management

Surge management is the ability to coordinate jurisdictional partners and stakeholders to ensure adequate public health, health care, and behavioral services and resources are available during events that exceed the limits of the normal public health and medical infrastructure of an affected community. This includes coordinating expansion of access to public health, health care and behavioral services; mobilizing medical and other volunteers as surge personnel; conducting ongoing surveillance and public health assessments at congregate locations; and coordinating with organizations and agencies to provide fatality management services.

Associated Capabilities

- Capability 5: Fatality Management
- Capability 7: Mass Care
- Capability 10: Medical Surge
- Capability 15: Volunteer Management

jurisdictions should develop, refine, or maintain written plans that identify the public health roles and responsibilities in supporting mass care operations.

coordinated to ensure that the public health, health care, mental/behavioral health and human services needs of those impacted by the incident continue to be met while at congregate locations; and procedures to support or implement family reunification, including any special considerations for children.

Domain Activity: Coordinate with Partners to Address Public Health Needs during Fatality Management Operations

Coordinate with and support partner agencies to address fatality management needs resulting from an incident

In collaboration with jurisdictional partners and stakeholders, local jurisdictions should conduct the following activities.

Coordinate with subject matter experts and cross-disciplinary partners and stakeholders to clarify, document, and communicate the public health agency

All PHEP
Sub-Recipients

Development, update/review
of Fatality Management plan

June 30, 2022,
uploaded to the
Plan Library
folder on the
ADHS AZ-PIRE
website

Domain Strategy 5: Strengthen Surge Management

Surge management is the ability to coordinate jurisdictional partners and stakeholders to ensure adequate public health, health care, and behavioral services and resources are available during events that exceed the limits of the normal public health and medical infrastructure of an affected community. This includes coordinating expansion of access to public health, health care and behavioral services; mobilizing medical and other volunteers as surge personnel; conducting ongoing surveillance and public health assessments at congregate locations; and coordinating with organizations and agencies to provide fatality management services.

Associated Capabilities

- Capability 5: Fatality Management
- Capability 7: Mass Care
- Capability 10: Medical Surge
- Capability 15: Volunteer Management

Domain Activity: Coordinate Medical and Other Volunteers to Support Public Health and Medical Surge

Conduct the following activities to address volunteer planning considerations.

- Estimate the anticipated number of public health volunteers and health professional roles based on identified situations and resource needs.
- Identify and address volunteer liability, licensure, workers' compensation, scope of practice, and third-party reimbursement issues that may deter volunteer use.
- Identify processes to assist with volunteer coordination, including protocols to handle walk-up volunteers and others who cannot participate due to state regulations that do not use spontaneous or other volunteers due to state regulations must describe in their plans how they plan to handle those types of volunteers during an incident.
- Leverage existing government and non-governmental volunteer registration programs, such as ESAR-VHP and Medical Reserve Corps (MRC).

Development, update/review of Volunteer Management plan

All PHEP Sub-Recipients

June 30, 2022, uploaded to the Plan Library folder on the ADHS AZ-PIRE

Domain Strategy 6: Strengthen Biosurveillance

Biosurveillance is the ability to conduct rapid and accurate laboratory tests to identify biological, chemical, radiological, and nuclear agents; and the ability to identify, discover, locate, and monitor - through active and passive surveillance - threats, disease agents, incidents, outbreaks, and adverse events, and provide relevant information in a timely manner to stakeholders and the public.

Associated Capabilities

- Capability 12: Public Health Laboratory Testing
- Capability 13: Public Health Surveillance and Epidemiological Investigation

		Local jurisdictions located on the United States-Mexico border should conduct activities that enhance border health, particularly regarding disease detection, identification, investigation, and preparedness and response activities related to emerging diseases and infectious disease outbreaks whether naturally occurring or due to bioterrorism.		
Poison Control Center data for public health surveillance can be particularly helpful in: 1) Providing situational awareness during a known public health threat, 2) Identifying an emerging public health threat, 3) Identifying unmet public health communication needs following a public health threat, or 4) Providing surveillance for specific exposures or illnesses of concern to the health department.	Establish processes for using poison control center data for public health surveillance.	All PHEP Sub-Recipients	June 30, 2022, included in the annual End-of-Year Report	



AGENDA ITEM

August 7, 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 a retroactive approval to submit a grant application to the National Children's Alliance 2025 Domestic Trafficking Victims Fund grant program for \$29,996. This grant will be used by Pinal County Public Health Services District's Family Advocacy Centers for training of staff and the multidisciplinary team. The application submission deadline is August 2, 2024. There is no impact to the General Fund. (Melody Lenhardt/Merissa Mendoza)

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

No impact to the General Fund.

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

MOTION:

Approve as presented.

History	Who	Approval
Time		
7/25/2024 10:47 AM	County Attorney	Yes
7/25/2024 11:10 AM	Grants/Hearings	Yes
7/26/2024 9:51 AM	Budget Office	Yes
7/31/2024 4:36 PM	County Manager	Yes
7/31/2024 4:36 PM	Clerk of the Board	Yes

ATTACHMENTS:**Click to download**

- ☐ [BOS Grant Approval Form](#)
- ☐ [2025 DTVF Grant Application](#)
- ☐ [Letter of Support](#)
- ☐ [Logic Model](#)
- ☐ [Organizational Budget](#)
- ☐ [Organizational Chart](#)
- ☐ [Proposed Budget](#)



PINAL COUNTY
WIDE OPEN OPPORTUNITY

Board of Supervisors Grant Request

Board of Supervisors meeting date: August 7, 2024

Department seeking grant: Pinal County Public Health

Name of Granting Agency: National Childrens Alliance

Name of Grant Program: NCA FAC

Project Name: 2024 DTVF

Amount requested: \$29,996.00

Match amount, if applicable: N/A

Application due date: August 2, 2024

Anticipated award date/fiscal year: 01/01/2025 - 12/31/2025

What strategic priority/goal does this project address?: Vibrant Communities

Applicable Supervisor District: All

Brief description of project:

This grant will be used by the Pinal County Public Health Services District's Family Advocacy Centers for training of staff and the multidisciplinary team.

Approval received per Policy 8.20: ☒ OnBase Grant #: 2024-1250

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

☐

2025 DTVF

Organization Information

Organization Name

San Tan Family Advocacy Center

Address

31505 N Schnepf Rd.

City

San Tan Valley

State

Arizona

Postal Code

85140

Country

United States

Main Phone

5208667020

E-mail Address

melody.lenhardt@pinal.gov

Web Address<https://pinalcountyattorney.org/criminal-justice/family-advocacy-centers/>**Mailing Address - Please fill out only if different than the physical address of the organization.**

971 Jason Lopez Circle Building D

Organizational Type

Other Government based

Geographical Area Served

Western-Arizona

Membership Status with NCA

Accredited Member

Legal Name**EIN**

The EIN must be 9 digits and in this format xx-xxxxxxx.

86-6000556

Unique Entity ID (UEI)

The UEI must be a 12 character alphanumeric value.

[For more information, visit SAM.gov](#)

GX4FM9VQD7W3

Please visit the [Rural Health Information Hub](#), follow the instructions to enter your zip code and review the responses provided before selecting answers to the next two questions:

According to [Rural Health Information Hub](#), is your CAC eligible for the CMS - Rural Health Clinics (RHC) Program?

Yes

According to [Rural Health Information Hub](#), is your CAC eligible for the FORHP - Grant Programs?

No

If awarded, throughout the grant year your assigned Program Associate may include the contacts below on selected correspondence.

Primary Grants Contact**First Name**

Melody

Last Name

Lenhardt

Email

melody.lenhardt@pinal.gov

Additional Grants Contact (optional)**First Name**

Otilia

Last Name

Berrones

Email

otilia.berrones@pinal.gov

Must be a person in your organization **authorized to accept and commit funds on behalf of the entire organization.**

First Name

Mike

Last Name

Goodman

Title

Chairman of the Board of Supervisors

Email

BOschair@pinal.gov

Fiscal Agent First Name

Angeline

Fiscal Agent Last Name

Woods

Fiscal Agent Email

Angeline.Woods@pinal.gov

First Name

Mike

Last Name

Goodman

Email

BOschair@pinal.gov

Email Address

heather.patel@pinal.gov

Pre Award Checklist

Recipients of Federal funds must maintain adequate accounting systems that meet the criteria outlined in 2 CFR §200.302. The responses to this assessment are used to assist in the National Children’s Alliance’s (NCA) evaluation of your accounting system to ensure the adequate, appropriate, and transparent use of Federal funds.

For the purposes of this questionnaire, an "audit" is conducted by an independent, external auditor using generally accepted auditing standards (GAAS) or Generally Governmental Auditing Standards (GAGAS), and results in an audit report with an opinion.

Please indicate what type of audit the applicant has had performed

Single Audit

Date of Most Recent Single Audit or Audited Financial Statements

Date should be fiscal year end and not date audit was conducted

6/30/2022

On the most recent audit, what was the auditor's opinion?

Unqualified Opinion

No **In the past three fiscal years, no "Materials Weakness" was disclosed.****Has the applicant organization been involved in any other financial or programmatic audits in the last three years?**

Yes

If yes, please list the agencies that conducted the audit and when the audit was completed.

Pinal County undergoes yearly financial audits.

Has your organization managed Federal grants or cooperative agreements within the last 36 months?

Yes

Organization's Annual Budget

If you are part of an umbrella organization, please specify the budget for your organization only.

449808

Yes The applicant organization utilizes accounting software.

Applicant will be able to provide the necessary reports and ledgers upon request.

Yes The applicant organization's accounting system separately identifies receipt and expenditure of program funds for each grant.

Expenses must be identified as expenses for the individual NCA grant award in the accounting system.

Yes The applicant organization's accounting system provides control and accountability of federal funds.

Including prevention of expenditures in excess of approved budget and in compliance with federal guidelines.

Yes The financial management system is capable of producing a detailed activity ledger (GL) for each grant.**Yes The applicant has a system in place to track and accurately allocate employees actual time spent performing work for each federal award.**

Records are maintained for each employee that track employees actual time spent performing work for each federal award,
and to accurately allocate charges for employee salaries and wages for each federal award, and maintain records to support the actual time spent and specific allocation of charges associated with each employee

Yes **Pay rates and benefits, time and attendance, and payment methods.**

Yes **Management of equipment, supplies and property**

Yes **Purchase/procurement of equipment, supplies, property, and services**

Yes **Checking the Excluded Parties List system for suspended or debarred consultants/contractors prior to obligation.**

Yes **Record retention**

Yes **Travel policies**

Yes **Separation of financial duties**

Yes **Appropriate background screening**

Please visit [Suitability for Individuals Interacting with Participating Minors](#) for more information.

Yes **Employee Eligibility Verification**

Please visit [Employment Eligibility Verification](#) for more information.

On behalf of the applicant entity, by typing my name below I certify to the National Childrens Alliance that the information provided above is complete and correct to the best of my knowledge.
I have the requisite authority and information to make this certification on behalf of the applicant entity

Full Name

Heather Patel

Title

Grants Manager

Phone

520-866-6422

Email

heather.patel@pinal.gov

Date

7/23/2024

Project Questions

Applicants must provide a project abstract which should include the following information (please limit responses to 400 words):

- Project activities to be performed
- Expected outcomes, deliverables, or milestones of the proposed project
- Service Area
- Intended beneficiary(ies) of the proposed project

Abstract

A template has been included below to assist you as you construct your response.

The Pinal County Family Advocacy Centers seek to improve the screening, identification and overall multi-disciplinary team response to both suspected and confirmed victims of trafficking and child sexual exploitation within Pinal County by providing needed training. Due to ongoing turnover seen across all agencies, it is of the utmost importance that staff in all disciplines receive this training to ensure victims in Pinal County are discovered, identified and provided with appropriate resources to address their needs following victimization in the form of exploitation and trafficking. Funding is sought to provide training to members of the multi-disciplinary team including law enforcement, prosecution, medical, forensic interviewers and victim advocates in order to improve all areas of identification and response. Following training, Pinal County will see greater engagement by all agencies in the Pinal County Human Trafficking Collaborative as well as improved identification and response to cases involving exploitation and trafficking. In addition, multi-disciplinary team members will be better equipped to respond to and address the concerns of victims of trafficking and Child Sexual Exploitation.

Applicants should briefly describe the nature and scope of the problem that the program will address. In addition, applicants must address any need-based eligibility requirements described under the award type/category which they are applying for. The applicant should use data to provide evidence that the problem exists, demonstrate the size and scope of the problem, and document the effects of the problem on the target population and the larger community.

As technology continues to play a growing part in the lives of individuals in the community, it is also playing a larger part in the perpetration of crimes against children, particularly with respect to the production and distribution of child sexual abuse material (CSAM), online exploitation and trafficking. In the past year, Pinal County has seen a known 14 children for cases specifically involving CSAM. Upon completion of a forensic interview, many more cases were discovered to have a CSAM aspect. In addition, the FAC was alerted to and staffed and/or saw 13 children for confirmed or suspected child sex trafficking. Out of a desire to provide competent services such as forensic medical exams, specialized forensic interviews and victim advocacy to very victim seen at the FAC, staff have indicated a need for ongoing training to increase competency in serving victims where images have been produced and/or disseminated as well as better serving the unique needs of victims of trafficking. These two subsets of victims have specialized needs that may differ from those of other cases seen at the FAC.

Pinal County currently has two of its four forensic interviewers trained in Child Sex Trafficking Forensic Interviewing and two of its four interviewers trained in presenting evidence in a forensic interviews. In order to maintain that expertise on staff, the FAC seeks to send more interviewers to obtain this important skill so that anytime a case is discovered, the interviewer will be ready and able to provide a thorough and legally defensible interviews. This increased competency would enhance the ability of the forensic interviewer to gather investigative information in cases involving trafficking and exploitation, thereby providing a greater opportunity for prosecution of perpetrators and greater safety for the children of Pinal County. The Pinal County Medical Forensics team of nurses work as an integral part of the MDT. Specialized training for forensic nurses in the area of identification and screening of victims of CSAM and human trafficking will enhance the quality of services provided to victims of these crimes at the FAC.

At the Pinal County FACs, the victim advocates also serve as the MDT Case Review Coordinators. As such, they seek to stay abreast of trends and education in all areas of child victimization in order to best facilitate meaningful and productive MDT case reviews of these cases as well as providing educational components to the case reviews that will help each member better understand the unique needs of victims of CSAM and trafficking. Training for victim advocates and other MDT members on the provision of services to victims of CSAM and child sex trafficking (CST) will increase core competencies in serving victims of these crimes at the FAC.

The last year has seen significant turnover in law enforcement, child safety and medical personnel in particular. The FAC also has new staff that need to increase their knowledge in these areas to best serve victims. Strong efforts were made in the past to educate MDT partners, particularly law enforcement, on the signs and indicators of trafficking as well as the specialized investigative needs of cases involving CSAM. Such efforts have led to an increase in suspected trafficking and exploitation victims being brought to the FACs to receive forensic interviews, medical exams, victim advocacy and other services. Due to ongoing turnover of law enforcement detectives, child safety workers, forensic nurses, victim advocates and other MDT partners, it is important that ongoing training be provided to newer staff and partners so as to ensure a continued strong response to these crimes.

Applicants should describe the target population and any previous or current attempts to address the problem.

Pinal County is located 80 miles from the U.S./Mexican border. The I-10 freeway runs through the county and according to the Department of Homeland Security (Tucson Border Sector 2016), Pinal County is a thoroughfare for the trafficking of weapons, drugs and persons on their way to metropolitan areas such as Phoenix, Tucson or Las Vegas. The Pinal County FAC was the recipient of federal funds (2014 to 2017) to direct a three year training and outreach project with the overall goal of better identifying victims of human trafficking. To this end, the FAC has offered training to multiple teams, organizations (e.g. EMS, public health, schools) in an effort to identify, offer safety and serve victims of human trafficking. The FAC was also the recipient of 2018 NCA grant funds to provide training to MDT partners and community agencies on Technology Facilitated Sexual Exploitation of Children. The FAC has received DTVF funding in the past few years to provide training to staff and this has resulted in an increase in CSAM and suspected trafficking cases being brought to the center. The FAC is active in the Pinal County Human Trafficking Collaborative, which is a collaborative effort between multi-disciplinary agencies in the county to properly address and intervene in cases involving confirmed or suspected trafficking. As new detectives arrive at each law enforcement agency, FAC staff attempt to provide some basic information and training on the needs to victims of CSAM and trafficking. The FACs coordinated response includes offering forensic interviews, medical forensic exams, on-site victim advocacy and referrals to resources such as shelter, housing and trauma informed behavioral health care. In addition, the FACs' current response includes specialized MDT case reviews of potentially trafficked youth and child sexual exploitation. These case reviews are conducted on an as needed basis per coalition/team request and can involve additional participants such as gang enforcement and juvenile probation. In 2019, the FAC began conducting MDT case reviews of all cases of suspected trafficking. The FAC Manager maintains open lines of communication with juvenile probation and detention as they are often the first to identify suspected trafficking victims in particular. The MDT will staff those cases and reach out to offer assistance and/or education to investigative agencies as needed. In addition to addressing cases of sex trafficking, the Family Advocacy Centers offer the same array of services to victims of sexual exploitation/child pornography.

Please use the logic model provided for this award type before completing this section.

DTVf Goals are limited to the three goals as shown in the logic model.

Goal 1

Goal must be typed exactly as it is displayed in the goal field on the logic model.

To support the development, expansion, or enhancement of the full array of CAC services to victims of child sexual abuse materials (CSAM), including those victims of CSAM who are also victims of child sex trafficking.

Goal 1 Objective/Activities

Please use a list/numbered format and not a narrative.

1. FAC staff and MDT partners attend the International Symposium on Child Abuse, making sure to attend relevant seminars in CSAM and CST.
2. FAC staff and MDT partners attend training at the JUST Conference
3. FAC staff and MDT partners attend the Dallas Crimes Against Children Conference, making sure to attend relevant seminars in CSAM and CST.
4. FAC staff and MDT partners attend the APSAC Colloquium, making sure to attend relevant seminars in CSAM and CST.
5. Forensic Nurses will apply information learned in educating law enforcement regarding how medical can assist in CSAM cases.

Goal 1 Outputs

Please use a list/numbered format and not a narrative.

1. FAC staff and MDT partners receive 19 total conference trainings.
2. Attendees bring their learning to the MDT by providing training to the team on the information learned.
3. The Medical Forensic nurses will conduct more than 12 sexual maturity ratings for law enforcement in CSAM cases.

Goal 1 Outcomes

Please use a list/numbered format and not a narrative.

1. Increased MDT knowledge in service provision to victims of CSAM and CST.
2. Early identification of CSAM and at risk or confirmed CST.
3. Engaged MDT members actively participating in the Pinal County Child Sex Trafficking Collaborative
4. Increased prosecution of offenders for production and dissemination of CSAM.

Goal 2 (optional) - use only if selecting more than one goal for your project

Goal must be typed exactly as it is displayed in the goal field on the logic model.

To develop CAC competencies in service provision to victims of CSAM and/or child sex trafficking

Goal 2 Objectives/Activities

Please use a list/numbered format and not a narrative.

1. SANE nurses will attend the International Association of Forensic Nursing (IAFN) Conference.
2. Forensic interviewers will attend Child Sex Trafficking Forensic Interviewing training through NCJTC.

Goal 2 Outputs

Please use a list/numbered format and not a narrative.

1. 3 nurses will receive training at the IAFN Conference, making sure to attend relevant seminars in CSAM and CST.
2. All SANE nurses will immediately implement information learned in exams conducted at the FACs.
3. Two forensic interviews will attend Child Sex Trafficking Forensic Interviewing training through NCJTC.
4. The FAC will schedule all suspected of confirmed trafficking and CSAM cases with a CST trained interviewer.
5. CST trained interviewers will immediately implement the new protocol learned in cases involving confirmed or suspected trafficking and CSAM when appropriate.

Goal 2 Outcomes

Please use a list/numbered format and not a narrative.

1. Increased competencies in Forensic Medical Exams in the screening and treatment of victims of CSAM and CST.
2. Improved information gathering in forensic interviews involving CSAM and CST.
3. Greater ability to prosecute CSAM and CST due to increased competencies by both medical forensic nurses and forensic interviewers.

Goal 3 (optional) - use only if selecting more than two goals for your project

Goal must be typed exactly as it is displayed in the goal field on the logic model.

Goal 3 Objectives/Activities

Goal must be typed exactly as it is displayed in the goal field on the logic model.

Goal 3 Outputs

Goal must be typed exactly as it is displayed in the goal field on the logic model.

Goal 3 Outcomes

Goal must be typed exactly as it is displayed in the goal field on the logic model.

Applicants must discuss plans for sustainability beyond the grant period.

The Pinal County FACs are committed to continuing with the strategies and practices learned at the trainings provided, in order to best identify and serve victims of child pornography and trafficking. Information learned will be incorporated into protocols in order to ensure sustainability. Additional staff and partners will also be provided with information learned at the training to implement in their respective roles. The FACs will continue to be active participants in the Pinal Trafficking Collaborative and bring suggestions and information from training in order to further enhance how these crimes are addressed in Pinal County. The FACs will also continue to conduct case reviews for cases involving CSAM and trafficking.

Describe the experience and capability of your organization and any contractors that you will use to implement and manage this project and the associated Federal funding. Highlight previous experience managing Federal grants, including details on your system for fiscal accountability.

The FAC Manager, Melody Lenhardt oversees all staff and programmatic activities at the advocacy centers in Pinal County. Ms. Lenhardt is an active board member of the regional chapter, ACFAN. Ms. Lenhardt has 24 years of experience serving victimized youth in various capacities such as Mental Health case manager and Victim Advocate. In her previous work in victim advocacy, she successfully created and implemented a program to empower victimized youth in the criminal justice system and educate parents that resulted in a significant increase in minor victims attending court and making impact statements. She has presented on this program at national trainings such as the National Center for Victims of Crime National Conference and the National District Attorneys' Association. Since her hire in 2018, she has successfully achieved reaccreditation for the Eloy center twice, the San Tan center once and new accreditation for the Maricopa center. Ms. Lenhardt has successfully administered NCA DTVF grants in 2020,2021, 2022 and 2023 and currently continues to successfully administer two federally VOCA funded grant projects.

The other important member of the Pinal County grant administration team is the Finance Manager, Anela Arciga, who oversees the Central Support & Accounting division of Pinal County Public Health Services District. Her department maintains financial information and the operational budget, along with local, state and federally funded projects and services, in addition to grants compliance reporting.

FAC Manager Melody Lenhardt and Finance Manager Anela Arciga regularly communicate regarding grant related spending and ensure that all funds are both accounted for in the proper cost centers and expended within the grant guidelines.

Pinal County adheres to Policy GF1 – Accounting for Grant Funds and Policy 8.20 Alternative Funds and Grants. These policies provide a clear step-by-step process for seeking approvals to submit grant requests and records retention procedures. In addition, these county policies outline accounting revenue and expenditures of grant funds, accounting for reimbursement of grant funds and accounting for match funds and in-kind matches.

Provide detailed description of the roles and responsibilities of project staff and explain your organizational structure and operations. Please include a copy of an organizational chart showing how your organization operates,including who manages the finances and the management of the project proposed for funding.

The Pinal County FACs are housed under the county's Public Health Department under the Director, Merissa Mendoza and Deputy Director, Kore Redden. They provide operational oversight to the centers. Family Advocacy Division Manager, Melody Lenhardt administers all of the FACs programs as well as all FAC grants, including grant reporting, programmatic calls and budget modification requests.

Pinal County Public Health Services District (PCPHSD) Finance Manager, Anela Arciga oversees the Central Support & Accounting division of PSPHSD, maintains financial information, maintains the operational budget, all local, state and federally funded projects and services, and maintains grant compliance reporting. Accounting Supervisor, Otilia Berrones is also responsible for grants compliance reporting, tracking grant expenditures and the provision of quarterly financial reports.

Applicants that receive funding must provide regular performance data as defined by OJJDP that measures the results of the work carried out under the award.

Describe the process for measuring project performance. Identify who will collect the data, who is responsible for performance measurements, and how the information will be used to guide and evaluate the impact of the project.

Describe the process that will be used to accurately report data. Note: Applicants are not required to submit performance data with the application.

A sample list of performance measure questions can be found on the **NCA Grants Application Resource Page**.

At least 10 staff and MDT members will receive training funded by this grant. The Family Advocacy Center Manager will be responsible for tracking attendance at each training and obtaining proper certificates of completion for reporting. Care will be taken to ensure that the most members are able to attend training and that trainees represent a variety of disciplines within the MDT. The Family Advocacy Division Manager will also follow-up to ensure information is brought back to other team members in the form of educational components at MDT Case Reviews. OMS surveys will be sent out following each review to assess the effectiveness of the information presented.

Budget

The applicant must include allowable costs in accordance with federal requirements and NCA guidelines. All proposed costs must occur within the grant period, are allowable, reasonable, and allocable to the specific goals and objectives of the proposed project. For a listing of allowable and unallowable items, please review the [Application Resource Page](#). In addition, all requested expenditures must adhere to the latest edition of the [DOJ Grants Financial Guide](#) and [2 C.F.R Part 200](#).

Important: Please use ONLY numbers and decimal points.

Personnel

Fringe Benefits

Travel

17911.00

Equipment

Supplies

Consultant/Contracts

Other

12085.00

Indirect Costs

See required [UPLOAD](#) on attachments page

Total Grant Amount Requested

Must not exceed maximum allowable for the grant category.

29996.00

For each staff member included in Personnel, please describe a projected output, product or unit of service based on specific discipline

ex. # of children served; Reduction in days on a waitlist; # of sessions conducted per week; # of FI interviews; # of MH assessments; # of professionals trained

Each staff member must be listed on a separate line (e.g. First/Last Name, Position, Output)

Leave blank if you did not request any personnel funding.

As the Authorized Agent for the applicant organization:

Yes **I certify that no grant funds will be used for Fundraising or Lobbying Activities.**

Yes **By signing this application, I certify:**

- (1) that this organization is eligible to apply under the the conditions published**
- (2) to the statements contained in the list of certifications* and**
- (3) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances* and agree to comply with any resulting terms if I accept an award.**

I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil or administrative penalties. (U.S. Code, Title 18, Section 1001)

(*) The list of certification and assurances, or an internet site where you may obtain this list is contained in the RFP.

Required Attachments

UPLOAD: Grant Proposal Budget and Timeline Template (using NCA provided template)

File name should read: PROPOSAL BUDGET AND TIMELINE_ORG NAME

[PROPOSAL BUDGET AND TIMELINE_SAN TAN FAC.xlsx](#)

UPLOAD: Completed Logic Model

File name should read: LOGIC MODEL_ORG NAME

[LOGIC MODEL_SAN TAN FAC.pdf](#)

UPLOAD: Resumes and job descriptions

File name should read: Resumes and JDs_ORG NAME

DTVf APPLICATIONS: Letters of Support: Required - Partner agencies within the MDT/CAC**UPLOAD: Letters of Support**

File name should read: LETTERS OF SUPPORT_ORG NAME

[LETTERS OF SUPPORT_SAN TAN FAC.pdf](#)

UPLOAD: Organizational Chart

File name should read: ORG CHART_ORG NAME

[2024_07-23_FAC Org Chart \(1\).pdf](#)

UPLOAD: Your most recently approved organization budget.

File name should read: ORG BUDGET_ORG NAME

[3594021 Detailed FY24.pdf](#)

UPLOAD: Indirect Cost Rate

If requesting indirect costs, you must upload a copy of your current Negotiated Indirect Cost Rate Agreement or a signed Certification of De Minimis Indirect Cost Rate form which is available [here](#).

UPLOAD: Your most recently completed audit (including Management Letter, if applicable)

File name should read: SINGLEAUDIT_ORG NAME

[SINGLE AUDIT_SAN TAN FAC.pdf](#)



Pinal County Sheriff's Office

Mark T. Lamb, Sheriff

July 24, 2024

National Children's Alliance
516 C St NE #100

Washington, DC 20002

To Whom It May Concern,

The Pinal County Sheriff's Office is pleased to provide this letter in support of the Pinal County Family Advocacy Centers' proposal to improve response to victims of Child Sexual Abuse Material and Child Sex Trafficking. The FACs serve as the central locations for forensic medical exams, forensic interviews and victim advocacy for all child abuse investigations in Pinal County, including cases of CSAM and human trafficking. The Pinal County Sheriff's Office works closely with the FACs to facilitate these investigations. It is important that staff and other multidisciplinary partners remain trained and up to date on the identification, investigation and provision of services for these cases. The Pinal County FACs' reputation as a respected organization make it an ideal selection for this grant. We believe that The Pinal County FACs will be able to provide enhanced investigations with the funds available through this grant.

Sincerely,

Raffaele DeFina

July, 24th 2024

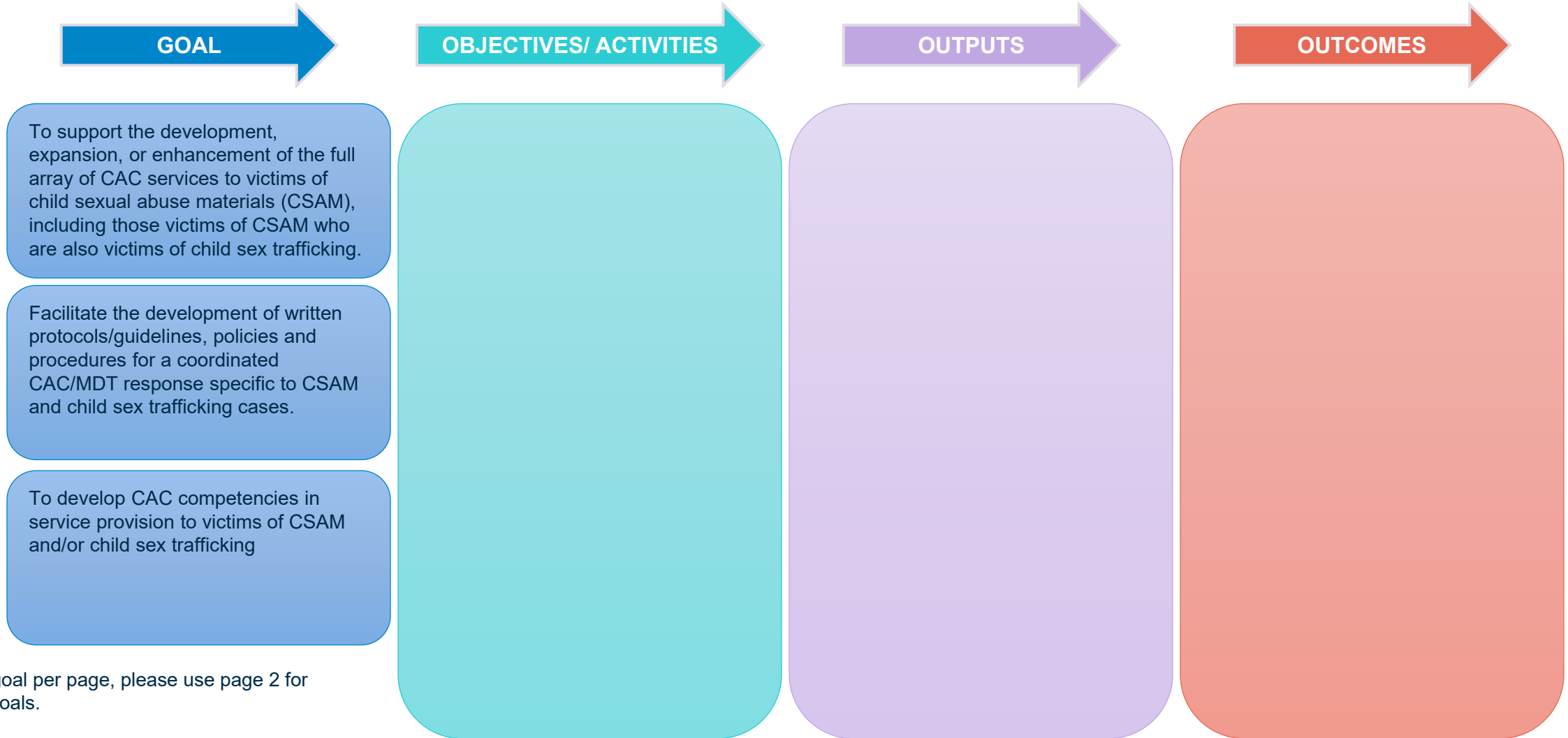
Sergeant Raffaele DeFina #1711 Pinal County Sheriff's Office Persons Crimes Bureau 971
N Jason Lopez Cir #C Florence, AZ 85132 520-705-1995

Logic Model

Organization Name: _____

Type: **CAC Trainings and Provision of Services to Victims of CSAM and Child Sex Trafficking**

Problem/Need: To support the development, expansion, or enhancement of the full array of CAC services to victims of child sexual abuse materials (CSAM), including those victims of CSAM who are also victims of child sex trafficking.



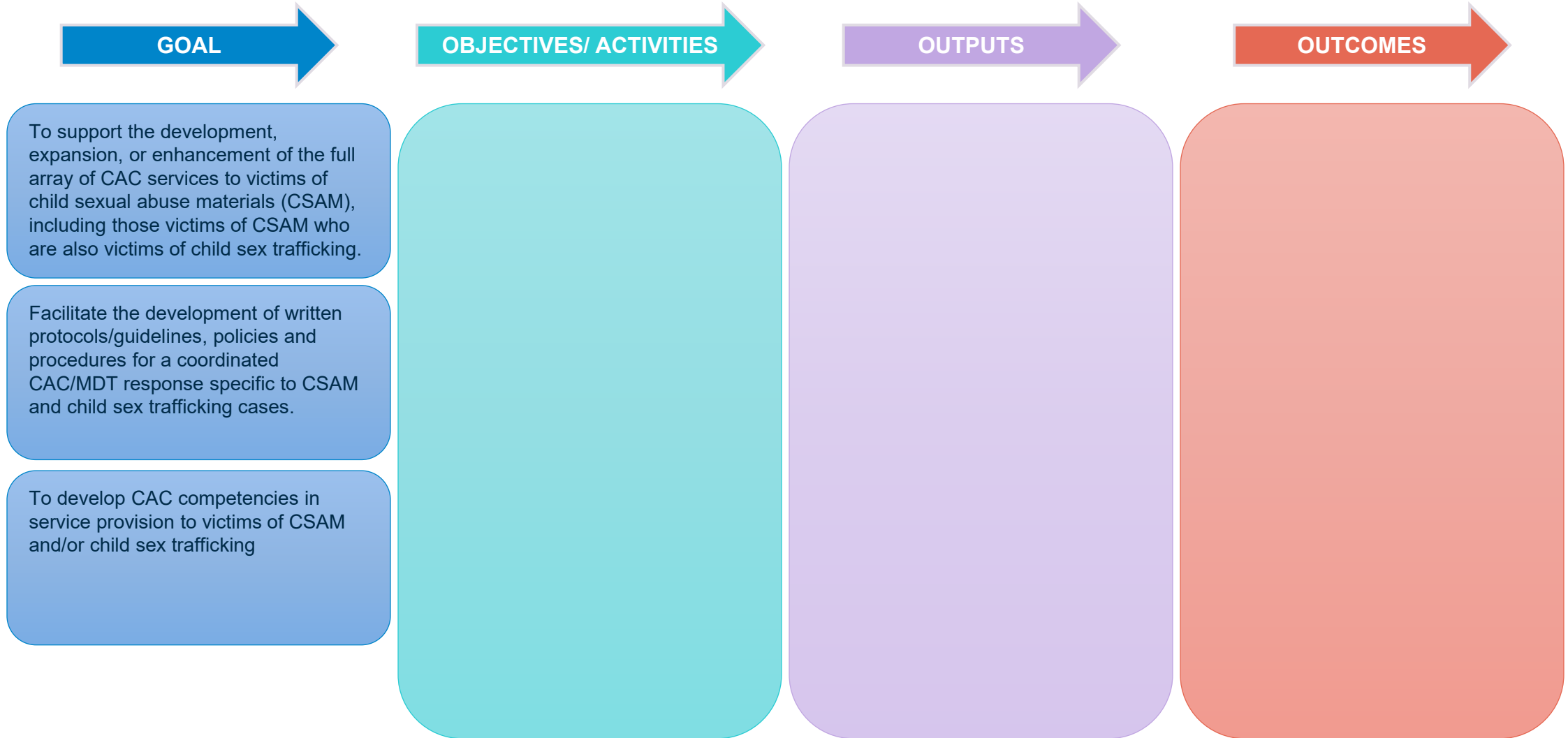
*Only one goal per page, please use page 2 for additional goals.

Logic Model

Organization Name: _____

Type: **CAC Trainings and Provision of Services to Victims of CSAM and Child Sex Trafficking**

Problem/Need: To support the development, expansion, or enhancement of the full array of CAC services to victims of child sexual abuse materials (CSAM), including those victims of CSAM who are also victims of child sex trafficking.

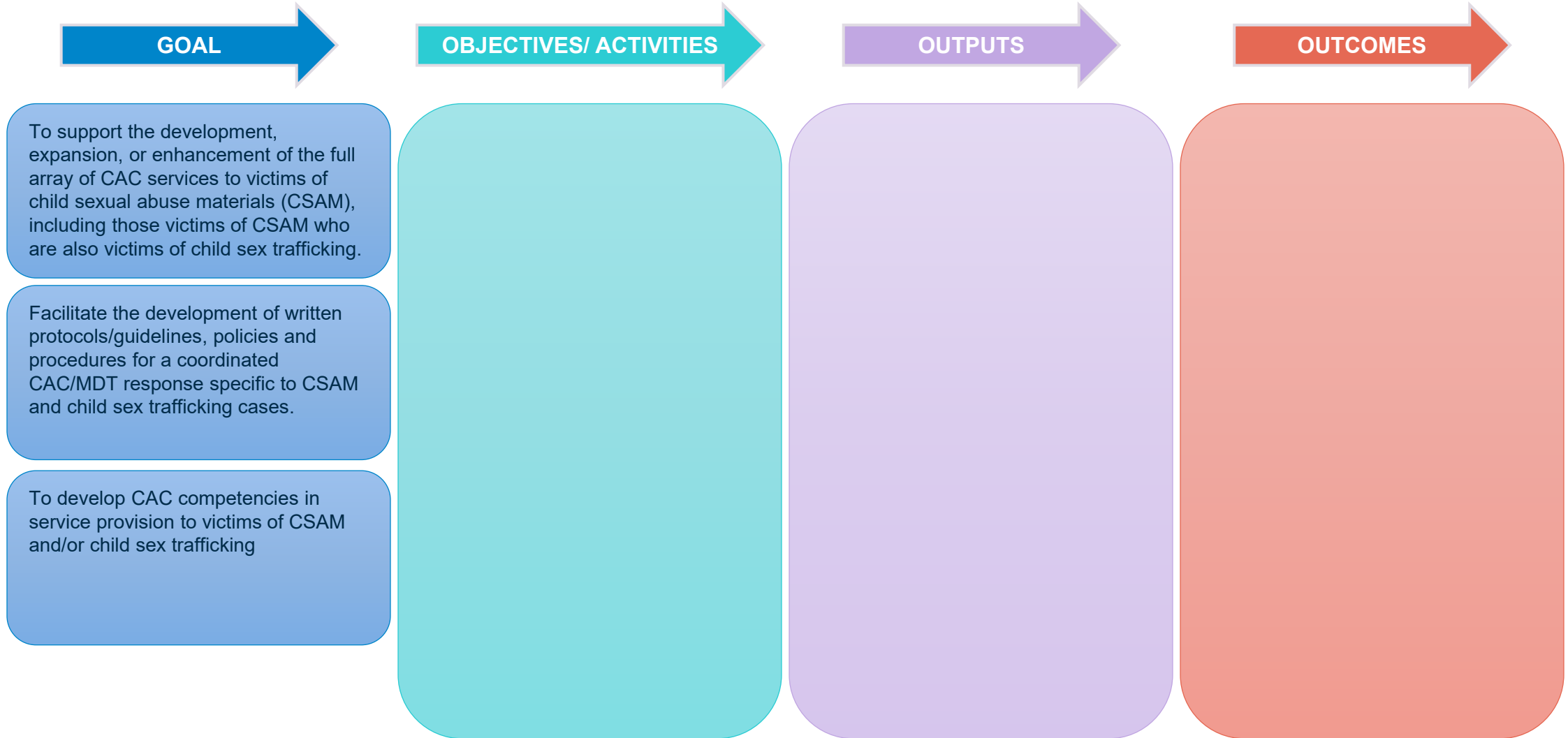


Logic Model

Organization Name: _____

Type: **CAC Trainings and Provision of Services to Victims of CSAM and Child Sex Trafficking**

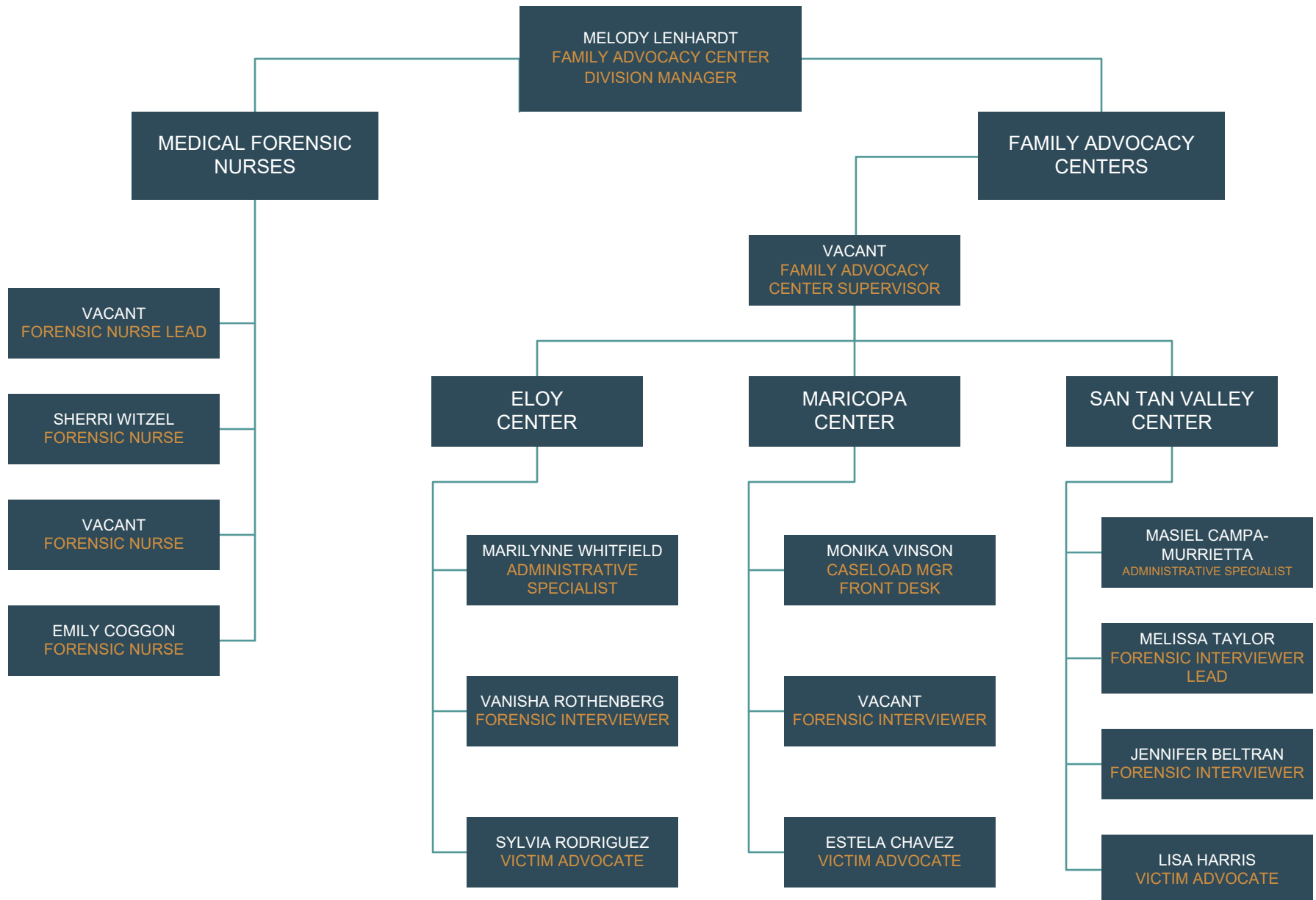
Problem/Need: To support the development, expansion, or enhancement of the full array of CAC services to victims of child sexual abuse materials (CSAM), including those victims of CSAM who are also victims of child sex trafficking.



Object Account	Cumulative 13 Budget 2024
3594021	
Sources	
Uses	
511010 - REGULAR WAGES	351,252
512010 - FICA CONTRIBUTION	26,871
512020 - STATE RETIREMENT CONTRIBUTIN	43,169
512070 - WORKERS COMPENSATION	1,117
Personnel Services	422,409
520011 - GENERAL OFFICE SUPPLIES	2,000
521040 - DRINKING WATER	3,900
521053 - FUEL	2,000
521120 - FOOD	150
521990 - OTHER OPERATING SUPPLIES	1,500
524030 - PC EQUIP LESS THAN \$5K	3,500
Supplies	13,050
531990 - OTHER PROF/TECH SERVICES	500
532075 - SHREDDING FEES	375
532102 - BUSINESS CARDS	50
532109 - OTHER PRINTING	250
533120 - CELLULAR/PAGER SERVICES	1,700
Services	2,875
540125 - DUES & MEMBERSHIPS	2,000
540130 - REGISTRATION FEES	2,000
540212 - PER DIEM	450
540213 - LODGING	250
540215 - AIRFARE	500
Miscellaneous Exp	5,200
555110 - CAPITAL LEASE-PRINCIPAL	4,500
Capital Expenditures	4,500
560002 - OPERATING TRANSFERS OUT	1,549
599500 - CONTINGENCY	225
Non-Operating Expenditures	1,774
Total Uses	449,808
Sources Less Uses	449,808

PINAL COUNTY PUBLIC HEALTH SERVICES DISTRICT

FAMILY ADVOCACY CENTER DIVISION



GRANT PROPOSAL BUDGET - YEAR 1

****Don't forget to complete the projected quarter expenses section below and the grant proposal timeline tab**

APPLICANT ORGANIZATION NAME	San Tan Family Advocacy Center			NCA INFORMATION (IF AWARDED)				
AWARD TYPE	NCA DTVF			NCA AWARD NUMBER				
AUTHORIZED AGENCY REPRESENTATIVE	Mike Goodman			NCA CONTACT				
				DATE BUDGET APPROVED BY NCA				

GRANT PROPOSAL BUDGET SUMMARY YEAR 1								
BUDGET CATEGORIES	PROPOSED BUDGET YEAR 1	NCA APPROVED ORIGINAL BUDGET YEAR 1	NCA NOTES	Projected Quarter 1 Expenses	Projected Quarter 2 Expenses	Projected Quarter 3 Expenses	Projected Quarter 4 Expenses	Total Period Projections
DIRECT PROJECT COSTS								
Personnel	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -
Fringe	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -
Travel	\$ 17,911.00	\$ -		\$ 3,174.00	\$ 3,920.00	\$ 7,769.00	\$ 3,048.00	\$ 17,911.00
Equipment	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -
Supplies	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -
Consultants/Contracts	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -
Other	\$ 12,085.00	\$ -		\$ 2,100.00	\$ 1,400.00	\$ 6,485.00	\$ 2,100.00	\$ 12,085.00
TOTAL DIRECT PROJECT COSTS	\$ 29,996.00	\$ -		\$ 5,274.00	\$ 5,320.00	\$ 14,254.00	\$ 5,148.00	\$ 29,996.00
Indirect Expenses	#NAME?	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL INDIRECT COSTS	#NAME?	\$ -						
GRAND TOTAL	#NAME?	\$ -						

GRANT PROPOSAL BUDGET DETAIL YEAR 1										
A. PERSONNEL		List each position by title and name of employee, if available. Show the annual salary rate and the percentage of time to be devoted to the project. Compensation paid for employees engaged in grant activities must be consistent with that paid for similar work within the applicant organization.								
Title, Name of Employee* If known, "New Hire" can be used for vacant/new positions	Description of responsibilities/duties in relationship to fulfilling the project goals and objectives	FT/PT	Salary hourly, daily, weekly or yearly rates	Rate hourly, daily, weekly or yearly	Time Worked # of hours, days, weeks or year	Percentage of Project Time	Requested Amount	NCA Approved Amount	NCA Notes	
					1.00	0.00%	\$ -	\$ -		
					1.00	0.00%	\$ -	\$ -		
					1.00	0.00%	\$ -	\$ -		
					1.00	0.00%	\$ -	\$ -		
					1.00	0.00%	\$ -	\$ -		
					1.00	0.00%	\$ -	\$ -		
					1.00	0.00%	\$ -	\$ -		
					1.00	0.00%	\$ -	\$ -		
TOTAL PERSONNEL							\$ -	\$ -		
B. FRINGE BENEFITS		Fringe benefits should be based on actual known costs or an approved negotiated rate by a Federal agency. If not based on an approved negotiated rate, list the composition of the fringe benefit package.								
Title, Name of Employee	Composition	Base	Rate	Requested Amount	NCA Approved Amount	NCA Notes				
		\$ -	0.00%	\$ -	\$ -					
		\$ -	0.00%	\$ -	\$ -					
		\$ -	0.00%	\$ -	\$ -					
		\$ -	0.00%	\$ -	\$ -					
		\$ -	0.00%	\$ -	\$ -					
		\$ -	0.00%	\$ -	\$ -					
		\$ -	0.00%	\$ -	\$ -					
		\$ -	0.00%	\$ -	\$ -					
Fringe Benefit Narrative - Detail what benefits are being covered and the amounts or percentages being requested				Approved Fringe Benefit Rate Status						
				No - our organization DOES NOT have a negotiated fringe benefit rate approved by a Federal agency. We will submit actual fringe benefit expenses for each grant funded employee.						
TOTAL FRINGE BENEFITS							\$ -	\$ -		

C. TRAVEL	If you are requesting to use grant dollars for organizing events, trainings, conferences, etc, please review the Conference Cost Approval resources to see if your event meets the definition of a conference. Note: This ONLY applies to funds for organizing/hosting events and not events where you are just an attendee. Please verify GSA rates here https://www.gsa.gov/travel/plan-book/per-diem-rates											
Purpose of Travel Must be related to project objectives	Location if unknown, enter "TBD"	Type of Expense	Cost Rate	Basis for Rate	Quantity (of Basis for Rate)	Number of People	Number of Trips	Cost	Requested Amount	NCA Approved Amount	NCA Notes	
Attendance at the International Symposium on Child Abuse	Huntsville, AL	Flight	\$ 550.00	Round Trip	1	3	1	\$ 1,650.00		\$ 3,174	\$ -	Contingent upon detailed review of the travel request from the NCA Program Associate prior to travel plans being made.
		Hotel	\$ 127.00	Night	4	3	1	\$ 1,524.00				
								\$ -				
Attendance at the JUST Conference	TBD	Flight	\$ 500.00	Round Trip	1	3	1	\$ 1,500.00		\$ 3,048	\$ -	Contingent upon detailed review of the travel request from the NCA Program Associate prior to travel plans being made.
		Hotel	\$ 129.00	Night	4	3	1	\$ 1,548.00				
								\$ -				
Attendance at the IAFN Conference	Omaha, NE	Flight	\$ 237.00	Round Trip	1	3	1	\$ 711.00		\$ 2,091	\$ -	Contingent upon detailed review of the travel request from the NCA Program Associate prior to travel plans being made.
		Hotel	\$ 115.00	Night	4	3	1	\$ 1,380.00				
								\$ -				
Attendance at the Dallas Crimes Against Children Conference	Dallas, TX	Flight	\$ 300.00	Round Trip	1	4	1	\$ 1,200.00		\$ 3,824	\$ -	Contingent upon detailed review of the travel request from the NCA Program Associate prior to travel plans being made.
		Hotel	\$ 164.00	Night	4	4	1	\$ 2,624.00				
								\$ -				
Attendance at Child Sex Trafficking Forensic Interviewing Training	TBD	Flight	\$ 300.00	Round Trip	1	2	1	\$ 600.00		\$ 1,256	\$ -	Contingent upon detailed review of the travel request from the NCA Program Associate prior to travel plans being made.
		Hotel	\$ 164.00	Night	2	2	1	\$ 656.00				
								\$ -				
Attendance at APSAC Colloquium	New Orleans, LA	Flight	\$ 355.00	Round Trip	1	2	1	\$ 710.00		\$ 1,854	\$ -	Contingent upon detailed review of the travel request from the NCA Program Associate prior to travel plans being made.
		Hotel	\$ 143.00	Night	4	2	1	\$ 1,144.00				
								\$ -				
Attendance at NCA Leadership Conference	Washington D.C.	Flight	\$ 300.00	Round Trip	1	2	1	\$ 600.00		\$ 2,664	\$ -	Contingent upon detailed review of the travel request from the NCA Program Associate prior to travel plans being made.
		Hotel	\$ 258.00	Night	4	2	1	\$ 2,064.00				
								\$ -				
								\$ -		\$ -	\$ -	Contingent upon detailed review of the travel request from the NCA Program Associate prior to travel plans being made.
								\$ -				
								\$ -				
								\$ -		\$ -	\$ -	Contingent upon detailed review of the travel request from the NCA Program Associate prior to travel plans being made.
								\$ -				
								\$ -				
								\$ -		\$ -	\$ -	Contingent upon detailed review of the travel request from the NCA Program Associate prior to travel plans being made.
								\$ -				
								\$ -				
TOTAL TRAVEL									\$ 17,911	\$ -		

D. EQUIPMENT		Non-expendable items with a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-Federal entity or \$10,000. Applicants should analyze the cost benefits of purchasing versus leasing equipment, especially high cost items and those subject to rapid technological advances. Review DOJ's purchasing guidelines here.					
Item	Describe how the equipment is necessary for the success of the project	Quantity	Unit Cost	Requested Amount	NCA Approved Amount	NCA Notes	
		0	\$ -	\$ -	\$ -	Contingent upon prior approval of the procurement process. Please address the purchase with the assigned NCA Program Associate, prior to starting the process.	
		0	\$ -	\$ -	\$ -	Contingent upon prior approval of the procurement process. Please address the purchase with the assigned NCA Program Associate, prior to starting the process.	
		0	\$ -	\$ -	\$ -	Contingent upon prior approval of the procurement process. Please address the purchase with the assigned NCA Program Associate, prior to starting the process.	
		0	\$ -	\$ -	\$ -	Contingent upon prior approval of the procurement process. Please address the purchase with the assigned NCA Program Associate, prior to starting the process.	
		0	\$ -	\$ -	\$ -	Contingent upon prior approval of the procurement process. Please address the purchase with the assigned NCA Program Associate, prior to starting the process.	
		0	\$ -	\$ -	\$ -	Contingent upon prior approval of the procurement process. Please address the purchase with the assigned NCA Program Associate, prior to starting the process.	
		0	\$ -	\$ -	\$ -	Contingent upon prior approval of the procurement process. Please address the purchase with the assigned NCA Program Associate, prior to starting the process.	
TOTAL EQUIPMENT				\$ -	\$ -		
E. SUPPLIES		Generally, supplies include any materials that are expendable or consumed during the course of the project.					
Item	Describe how the purchase is necessary for the success of the project	Quantity	Unit Cost	Requested Amount	NCA Approved Amount	NCA Notes	
		0	\$ -	\$ -	\$ -		
		0	\$ -	\$ -	\$ -		
		0	\$ -	\$ -	\$ -		
		0	\$ -	\$ -	\$ -		
		0	\$ -	\$ -	\$ -		
		0	\$ -	\$ -	\$ -		
		0	\$ -	\$ -	\$ -		
		0	\$ -	\$ -	\$ -		
		0	\$ -	\$ -	\$ -		
		0	\$ -	\$ -	\$ -		
		0	\$ -	\$ -	\$ -		
TOTAL SUPPLIES				\$ -	\$ -		
F. CONSULTANTS/CONTRACTS		For each consultant enter the name, if known, service to be provided, hourly or daily fee (8-hour day), and estimated time on the project. Consultant fees must not exceed \$650 per day or \$81.25 per hour.					
Name of Consultant	Service Provided	Fee	Basis for Rate	Quantity	Requested Amount	NCA Approved Amount	NCA Notes
		\$ -	Hourly	0.0	\$ -	\$ -	Contingent upon prior approval of the procurement process. Please address the purchase with the assigned NCA Program Associate, prior to starting the process.
		\$ -	Hourly	0.0	\$ -	\$ -	Contingent upon prior approval of the procurement process. Please address the purchase with the assigned NCA Program Associate, prior to starting the process.
		\$ -	Hourly	0.0	\$ -	\$ -	Contingent upon prior approval of the procurement process. Please address the purchase with the assigned NCA Program Associate, prior to starting the process.
		\$ -	Hourly	0.0	\$ -	\$ -	Contingent upon prior approval of the procurement process. Please address the purchase with the assigned NCA Program Associate, prior to starting the process.
		\$ -	Hourly	0.0	\$ -	\$ -	Contingent upon prior approval of the procurement process. Please address the purchase with the assigned NCA Program Associate, prior to starting the process.
		\$ -	Hourly	0.0	\$ -	\$ -	Contingent upon prior approval of the procurement process. Please address the purchase with the assigned NCA Program Associate, prior to starting the process.
		\$ -	Hourly	0.0	\$ -	\$ -	Contingent upon prior approval of the procurement process. Please address the purchase with the assigned NCA Program Associate, prior to starting the process.
		\$ -	Hourly	0.0	\$ -	\$ -	Contingent upon prior approval of the procurement process. Please address the purchase with the assigned NCA Program Associate, prior to starting the process.
		\$ -	Hourly	0.0	\$ -	\$ -	Contingent upon prior approval of the procurement process. Please address the purchase with the assigned NCA Program Associate, prior to starting the process.

SUBTOTAL CONSULTANT FEES	\$	-	\$	-	
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G. OTHER COSTS	Costs that fall into this category are those that support the provision of the funded activities and services but are not easily categorized into the other budget sections.							
Description	Description of the other cost and how the purchase is necessary for the success of the project	Quantity	Basis (sq. ft., monthly)	Cost	Length of Time	Requested Amount	NCA Approved Amount	NCA Notes
Registration for the International Symposium on Child Abuse	Pay for the attendance of 3 staff or MDT partners at the conference to receive education on CST and CSAM	3	1 time	\$ 700.00	1	\$ 2,100	\$ -	
Registration for the JUST Conference	Pay for the attendance of 3 staff or MDT partners at the conference to receive education on CST and CSAM	3	1 time	\$ 700.00	1	\$ 2,100	\$ -	
Registration for the IAFN Conference	Pay for the attendance of 3 staff or MDT partners at the conference to receive education on CST and CSAM	3	1 time	\$ 585.00	1	\$ 1,755	\$ -	
Registration for the Dallas Crimes Against Children Conference	Pay for the attendance of 3 staff or MDT partners at the conference to receive education on CST and CSAM	4	1 time	\$ 895.00	1	\$ 3,580	\$ -	
Registration for the APSAC Colloquium	Pay for the attendance of 3 staff or MDT partners at the conference to receive education on CST and CSAM	2	1 time	\$ 575.00	1	\$ 1,150	\$ -	
Registration for the NCA Leadership Conference	Pay for the attendance of 3 staff or MDT partners at the conference to receive education on CST and CSAM	2	1 time	\$ 700.00	1	\$ 1,400	\$ -	
		0		\$ -	0	\$ -	\$ -	
		0		\$ -	0	\$ -	\$ -	
		0		\$ -	0	\$ -	\$ -	
		0		\$ -	0	\$ -	\$ -	
		0		\$ -	0	\$ -	\$ -	
		0		\$ -	0	\$ -	\$ -	
		0		\$ -	0	\$ -	\$ -	
		0		\$ -	0	\$ -	\$ -	
		0		\$ -	0	\$ -	\$ -	
TOTAL OTHER COSTS						\$ 12,085	\$ -	
DIRECT PROJECT COSTS						\$ 29,996	\$ -	

APPLICANT ORGANIZATION NAME
San Tan Family Advocacy Center

TIMELINE

Goal from Logic Model	Objectives/Activities from Logic Model	Key Action Steps <i>Identify the key action step(s) that must occur to accomplish each activity. Ensure your action steps are measurable (e.g. quantify if possible)</i>	Timeframe <i>*Use to help populate projected period expenditures on grant budget</i>	Staff Person(s)
To support the development, expansion, or enhancement of the full array of CAC services to victims of child sexual abuse material (CSAM) who are also victims of child sex trafficking	FAC staff and MDT partners attend the International Symposium on Child Abuse making sure to attend relevant seminars in CSAM and CST.	Staff and MDT are registered for an attend the conference.	01/01/2025 - 03/30/2025	FAC Division Manager
	FAC staff and MDT partners attend training at the JUST Conference	Staff and MDT are registered for an attend the conference.	06/01/2021-11/30/2025	FAC Division Manater
	FAC staff and MDT partners attend the Dallas Crimes Against Children Conference making sure to attend relevant seminars in CSAM and CST	Staff and MDT are registered for an attend the conference.	06/01/2025-09/01/2025	FAC Division Manager
	FAC Staff and MDT partners attend the APSAC Colloquium, making sure to attend relevant seminars in CSAM and CST.	Staff and MDT are registered for an attend the conference.	06/01/2025-09/01/2025	FAC Division Manager
	Forensic Nurses will apply information learned in educating law enforcement regarding how medical can assist in CSAM cases.	Medical Forensic nurses will meet with all ICAC detectives	01/01/20250-012/31/2025	Medical Forensic Nurses
To develop CAC competencies in services provision to victims of CSAM and/or child sex trafficking	SANE nurses will attend the International Association of Forensic Nursing (IAFN) Conference.	Medical Forensic nurses are registered for and attend the conference.	06/01/2025-09/01/2025	Medical Forensic Nurses and FAC Division Manager
	Forensic Interviewers will attend Child Sex Trafficking Forensic Interviewing training through NCJTC	2 Forensic Interviewers will be registered for an attend Child Sex Trafficking Interviewing Training through NCJTC (date this course will be offered is unknown)	1/1/2025 - 12/31/2025	FAC Division Manager

SAMPLE COMPLETED BUDGET

APPLICANT ORGANIZATION NAME	CAC Near Me	NCA INFORMATION (IF AWARDED)	
AWARD TYPE	NCA Award Type	NCA AWARD NUMBER	ANYT-IL-CORE-PI25
AUTHORIZED AGENCY REPRESENTATIVE	Grant C. Kerr	NCA CONTACT	NCA GRANT
		DATE BUDGET APPROVED BY NCA	1/1/2025

GRANT PROPOSAL BUDGET SUMMARY YEAR 1								
BUDGET CATEGORIES	PROPOSED BUDGET YEAR 1	NCA APPROVED ORIGINAL BUDGET YEAR 1	NCA NOTES	Projected Period 1 Expenses	Projected Period 2 Expenses	Projected Period 3 Expenses	Projected Period 4 (Chapters only)	Total Quarterly Projections
DIRECT PROJECT COSTS								
Personnel	\$ 36,930.00	\$ -		\$ 12,310.00	\$ 8,688.67	\$ 8,688.67	\$ -	\$ 29,687.00
Fringe	\$ 7,410.00	\$ -		\$ 1,836.67	\$ 1,836.67	\$ 1,836.67	\$ -	\$ 5,510.00
Travel	\$ 5,744.00	\$ -		\$ 486.00	\$ 4,773.00	\$ 485.00	\$ -	\$ 5,744.00
Equipment	\$ 42,000.00	\$ -		\$ 19,500.00	\$ 18,000.00	\$ -	\$ -	\$ 37,500.00
Supplies	\$ 12,500.00	\$ -		\$ 10,890.00	\$ 800.00	\$ 810.00	\$ -	\$ 12,500.00
Consultants/Contracts	\$ 21,575.00	\$ -		\$ 5,467.00	\$ 6,166.00	\$ 7,342.00	\$ -	\$ 18,975.00
Other	\$ 52,675.00	\$ -		\$ 21,158.00	\$ 21,158.00	\$ 21,159.00	\$ -	\$ 63,475.00
TOTAL DIRECT PROJECT COSTS	\$ 178,834.00	\$ -		\$ 71,647.67	\$ 61,422.34	\$ 40,321.34	\$ -	\$ 173,391.00

In the columns titled “Projected Period Expenses” you will need to enter the amounts that you anticipate spending in each of the applicable periods, CACs only need to fill out Periods 1-3 while Chapters should complete all four periods.

A red warning box will appear for any category where the total period projections do not match the amount in the proposed budget year 1 column. If you see this flag, please adjust your projected expenses until the flag disappears.

GRANT PROPOSAL BUDGET DETAIL YEAR 1							
BUDGET CATEGORIES							
DIRECT PROJECT COSTS							
A. PERSONNEL	List each position by title and name of employee, if available. Show the annual salary rate and the percentage of time to be devoted to the project. Compensation paid for employees engaged in grant activities must be consistent with that paid for similar work within the applicant organization.						
Title, Name of Employee* If known, "New Hire" can be used for vacant/new positions	Description of responsibilities/duties in relationship to fulfilling the project goals and objectives	FT/PT	Salary hourly, daily, weekly or yearly rates	Rate hourly, daily, weekly or yearly	Time Worked # of hours, days, weeks or year	Percentage of Project Time	Requested Amount
Counselor, New Hire	Counselor will attend the training, consultation calls. and preparation and counseling for clients	FT	\$ 60,000.00	yearly	1.00	35.00%	\$ 21,000
Counselor, Employee 1	Will provide CFTSI conseling for 7 new clients	FT	\$ 45,000.00	yearly	1.00	25.00%	\$ 11,250
Mental Health Clinical Intern, Current Employee	Providing TF-CBT Treatment at second location.	PT	\$ 15.00	hourly	312.00	100.00%	\$ 4,680
<div>ATTENTION:</div> <div>If you are using a yearly rate and your grant does not cover a full 12 months or the staff member will not be working on the project for a full 12 months (ex. due to delay in start date, project work later in year due to training dates, etc.) you will need to prorate their annual salary.</div> <div>For example, if an employee is due a salary of \$60,000 per year, and your grant period is 8 months, their prorated salary for that year would be \$40,000.</div> <div>\$60,000 per year ÷ 12 months = \$ 5,000.00 per month; \$5,000.00 x 8 months = \$40,000</div>							
TOTAL PERSONNEL							\$ 36,930

You will want to list out each position and title, name of the employee, the duties that employee is going to be performing for your particular grant program. You also need to show the salary or rate of pay or the compensation, this can be an estimate for any new positions or vacancies. It could be annual, hourly, weekly, or monthly, however your organization pays their payroll or salary. You also need to show the amount of time they will be working on the grant project and a percentage of time they will be working on your particular project.

If you are entering the exact amount of grant specific hours, days or weeks that you are requesting to be funded then the % of project time should be 100%.

A red warning box will appear for any personnel whose percentage of time is 25% or less.

B. FRINGE BENEFITS		Fringe benefits should be based on actual known costs or an approved negotiated rate by a Federal agency. If not based on an approved negotiated rate, list the composition of the fringe benefit package.		
Title, Name of Employee	Composition	Base	Rate	Requested Amount
Counselor, New Hire	FICA, Workers Comp, Unemployment, Retirement, Health, Dental, Disability	\$ 21,000.00	30.00%	\$ 6,300
Counselor, Employee 1	FICA, Workers Comp, Unemployment	\$ 11,250.00	9.87%	\$ 1,110
Mental Health Clinical Intern, Current Employee	Not requesting Fringe	\$ 4,680.00	0.00%	\$ -
		\$ -	0.00%	\$ -
		\$ -	0.00%	\$ -
		\$ -	0.00%	\$ -
		\$ -	0.00%	\$ -
Fringe Benefit Narrative - Detail what benefits are being covered and the amounts or percentages being requested		Approved Fringe Benefit Rate Status		
Our FT employee fringe benefit rate averages 30% and covers the following items: FICA - 7.65%, Worker's Comp - 1.35%, Unemployment - 0.87%, Retirement - 5% Employee Health Insurance - 11%, Employee Dental - 2.13%, Disability - 2%		Our PT employee fringe benefit rate averages 9% and covers the following items: FICA - 7.65%, Worker's Comp - 1.35%, Unemployment - 0.87%		
		No - our organization DOES NOT have a negotiated fringe benefit rate approved by a Federal agency. We will submit actual fringe benefit expenses for each grant funded employee.		
		TOTAL FRINGE BENEFITS		
		\$ 7,410		

C. TRAVEL		Please verify GSA rates here https://www.gsa.gov/travel/plan-book/per-diem-rates							
Purpose of Travel Must be related to project objectives	Location if unknown, enter "TBD"	Type of Expense	Cost Rate	Basis for Rate	Quantity (of Basis for Rate)	Number of People	Number of Trips	Cost	Requested Amount
NCA Leadership Conference Attend NCA's annual leadership conference.	Washington, DC	Lodging	\$ 224.00	Night	3	1	1	\$ 672.00	\$ 1,272
		Airfare	\$ 400.00	Round Trip	1	1	1	\$ 400.00	
		Baggage/Uber	\$ 200.00	Other	1	1	1	\$ 200.00	
TFCBT Training - The clinical supervisor and two staff clinicians will attend CFTSI training in July.	Washington, DC	Lodging	\$ 224.00	Night	3	3	1	\$ 2,016.00	\$ 3,016
		Airfare	\$ 400.00	Round Trip	1	1	1	\$ 400.00	
		Baggage/Uber	\$ 200.00	Other	1	3	1	\$ 600.00	
Regional Travel for Staff - The Family Advocate will use their own vehicle to conduct regional travel with the average trip around 65 miles and 40 trips anticipated.	Local Area	Mileage	\$ 0.56	Mile	65	1	40	\$ 1,456.00	\$ 1,456
								\$ -	
								\$ -	
TOTAL TRAVEL									\$ 5,744

D. EQUIPMENT		Non-expendable items with a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-Federal entity or \$10,000. Applicants should analyze the cost benefits of purchasing versus leasing equipment, especially high cost items and those subject to rapid technological advances. Review DOJ's purchasing guidelines here .		
Item	Describe how the equipment is necessary for the success of the project	Quantity	Unit Cost	Requested Amount
PCIT Audio/Visual Equipment System	Assist in establishing a PCIT therapy room	1	\$ 11,000.00	\$ 11,000
Forensic Interviewing Recording System	Enhance our ability to meet legal criteria for Forensic Interviews	1	\$ 18,000.00	\$ 18,000
Video Colposcope	For use in Medical Exams	1	\$ 13,000.00	\$ 13,000
ATTENTION: If NCA funds are to be used for any product or service in excess of \$10,000.00, at least three quotes must be obtained to ensure that the selection process is competitive. The procurement process is outlined in DOJ Guide to Procurement Procedures, which is included as part of the NCA Grants Application Resource page as referenced in the RFP. Consideration must be given to ensure more economical, cost effective, and efficient ways to obtain or use common or shared goods or services as well as assessment of available resources. Any charges for such expenditures or requests for sole source contracts are subject to prior approval by NCA and review of the procurement documentation to ensure it meets DOJ guidelines. The procurement entity must avoid “splitting” of purchases or transactions to circumvent the dollar threshold limitations.				
TOTAL EQUIPMENT				\$ 42,000

E. SUPPLIES	Generally, supplies include any materials that are expendable or consumed during the course of the project.
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Fringe benefits can be budgeted a few different ways:

- use your organization’s average fringe benefit rate. If you don’t know what this rate is check with any accounting/financial staff that you might have available. This rate is only used for budgeting purposes, actual expenses will be required for any reimbursement request.
- calculate each employee’s actual fringe benefit rate, by taking the employee’s total employer paid fringe benefit amount and dividing that by their total salary. (Counselor, New Hire -- Annual Salary \$42,000, Annual fringe benefits \$12,600. When you divide \$12,600 by \$42,000 you get a fringe benefit rate of 30%)
- using a negotiated fringe benefit rate approved by a Federal agency.

Travel Reminders
ALL travel must be directly related to the goals and objective of the project.

Transportation: Most economical form must be used. Mileage must be at or below the current federal per diem rate. Rental cars cannot be charged to the NCA grant without prior approval.

Lodging: NCA will reimburse only lodging costs that are up to the federal nightly per diem rate for the location and date of the training plus taxes only.

Meals: Per diem is now allowable on NCA grants.

The federal policy for capitalizing equipment is the fair market value of \$10,000 or more for the useful life of more than one year. If your organization's capitalization threshold is below \$10,000, please indicate that in the description area.

If awarded, you will need to wait to purchase any equipment until after your first programmatic call. Be prepared to discuss your procurement procedures in detail with your NCA Program Associate.

Please note that equipment purchases will be very closely scrutinized and must directly pertain to service provision (i.e. recording equipment for forensic interviews, medical exams, etc.). And please do not include any furniture or soft furnishing in your proposal.

Item	Describe how the purchase is necessary for the success of the project	Quantity	Unit Cost	Requested Amount
Headphones	For clinicians and clients to hold virtual sessions	1	\$ 300.00	\$ 300
25 iPad devices	For clients to use during Tele-Health therapy. Will be preloaded with therapy/coping/stress management applications and a portal to restrict access.	25	\$ 400.00	\$ 10,000
Evidence Based Assessments	TSCC, TSCC-SF, TSCYC, TSCYC-SF, and CSBI	1	\$ 2,000.00	\$ 2,000
Supplies for PCIT Therapy	PCIT Therapy specific supplies	4	\$ 50.00	\$ 200
TOTAL SUPPLIES				\$ 12,500

F. CONSULTANTS/CONTRACTS

For each consultant enter the name, if known, service to be provided, hourly or daily fee (8-hour day), and estimated time on the project. Consultant fees must not exceed \$650 per day or \$81.25 per hour.

Name of Consultant	Service Provided	Fee	Basis for Rate	Quantity	Requested Amount
Terry Trainer	Assist project manager in providing assistance in local trainings	\$ 650.00	8 Hour Day	10.0	\$ 6,500
CSEC Curriculum Development/Training Consultant	Writing curriculum, promoting the curriculum and the need for training state-wide, and delivering the training to Children’s Advocacy Centers and Multi-Disciplinary Teams.	\$ 60.00	Hourly	200.0	\$ 12,000
CFTSI Consultant - name TBD	Consultation calls following CFTSI training	\$ 80.00	Hourly	17.5	\$ 1,400
Forensic Interviewer - contracted	Forensic Interviewining is outsourced	\$ 67.00	Hourly	25.0	\$ 1,675

ATTENTION: If NCA funds are to be used for any product or service in excess of \$10,000.00, at least three quotes must be obtained to ensure that the selection process is competitive. The procurement process is outlined in DOJ Guide to Procurement Procedures, which is included as part of the NCA Grants Application Resource page as referenced in the RFP. Consideration must be given to ensure more economical, cost effective, and efficient ways to obtain or use common or shared goods or services as well as assessment of available resources. Any charges for such expenditures or requests for sole source contracts are subject to prior approval by NCA and review of the procurement documentation to ensure it meets DOJ guidelines. The procurement entity must avoid “splitting” of purchases or transactions to circumvent the dollar threshold limitations.

SUBTOTAL CONSULTANT FEES				\$ 21,575
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G. OTHER COSTS

Costs that fall into this category are those that support the provision of the funded activities and services but are not easily categorized into the other budget sections.

Description	Description of the other cost and how the purchase is necessary for the success of the project	Quantity	Basis (sq. ft., monthly)	Cost	Length of Time	Requested Amount
Leadership Conference Registration	Staff training	1	each	\$ 700.00	1	\$ 700
TFCBT Training	Registration for 5 therapists to participate in TFCBT/PSB training	5	each	\$ 325.00	1	\$ 1,625
CFTSI Training	Training conducted through Yale on CFTSI	5	each	\$ 350.00	1	\$ 1,750
Training Space Rental	Chapter-coordinated training for victim advocates and mental health care providers working with CAC's	1	day	\$ 200.00	2	\$ 400
NCAtrak Initial Purchase	Includes annual, upload and activation fees	1	yearly	\$ 3,700.00	1	\$ 3,700
NCAtrak Online Training	Staff training on NCAtrak	1	each	\$ 500.00	1	\$ 500
NCAtrak Annual Fee	CAC Case Tracking Fee Reimbursement	14	each	\$ 3,000.00	1	\$ 42,000
Postage/Shipping	Mailing of quarterly newsletter to \$1,000 recipients	1000	quarterly	\$ 0.50	4	\$ 2,000

TOTAL OTHER COSTS				\$ 52,675
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DIRECT PROJECT COSTS				\$ 178,834
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The supplies category is where you will request any expendable items and any equipment that falls below your capitalization threshold.

If you are purchasing a group of items, like PCIT toys group them together in the budget as well. So instead of listing all of the individual toys for a PCIT therapy room group them in one line as recommended “PCIT therapy room toys”

Consultants are defined as anyone not on the organization’s payroll and receiving compensation for work.

Compensation for individual consultant services is to be reasonable and consistent with that paid for similar services in the marketplace. The prep time allocated for the provision of these services may be included in an 8 hour workday, however, the correlation with the time spent on conducting the actual project must be reasonable and justifiable.

A red warning box will appear if the consultant rate exceeds DOJ's allowable amounts

For the example of training space rental, the applicant is requesting funds to cover the space that they need to hold a chapter-coordinated training. In this case the quantity is the number of rooms, buildings, etc. that they need, the basis is how they are being charged for the rental, which is daily, the cost is \$200 per day and the length of time is related to the basis, which is daily and they need the rental for 2 days.

APPLICANT ORGANIZATION NAME
CAC Near Me

SAMPLE COMPLETED TIMELINE

Goal from Logic Model	Objectives/Activities from Logic Model	Key Action Steps <i>Identify the key action step(s) that must occur to accomplis each activity. Ensure your action steps are measurable (e.g. quantify if possible)</i>	Timeframe <i>*Use to help populate projected period expenditures on grant budget</i>	Staff Person(s)
Facilitate the development of written protocols/guidelines, policies and procedures for a coordinated CAC/MDT response specific to CSAM and child sex trafficking cases.	Develop CSAM/Sex Trafficking Response Protocol.	Identify partner agencies	01/01/2025 - 02/28/2025	CSEC/CSAM Program/Training Coordinator
		Create Protocol Committee and hold initial committee meeting	03/01/2025 - 03/31/2025	CSEC/CSAM Program/Training Coordinator , ED
		Protocol Committee to meet monthly to plan, implement, evaluate, and modify the protocol	04/01/2025 - 12/31/2025	CSEC/CSAM Program/Training Coordinator , ED
		Develop Multidisciplinary treatment and referral plan	05/01/2025 - 07/01/2025	CSEC/CSAM Program/Training Coordinator , ED



AGENDA ITEM

August 7, 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. 2 of Award Agreement No. CTR063850 under the Arizona Prescription Drug Overdose Prevention Program grant 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 team reviews 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 to 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 team reviews the circumstances surrounding overdose deaths within Pinal County, and makes systems and policy recommendations aimed at decreasing overdoses.

MOTION:

Approve as presented.

History

Time	Who	Approval
7/25/2024 10:44 AM	County Attorney	Yes
7/25/2024 11:12 AM	Grants/Hearings	Yes
7/26/2024 9:50 AM	Budget Office	Yes
7/31/2024 1:03 PM	County Manager	Yes

ATTACHMENTS:	
Click to download	
<input type="checkbox"/>	BOS Grant Request
<input type="checkbox"/>	CTR063850 A2
<input type="checkbox"/>	CTR063850 A1
<input type="checkbox"/>	CTR063850 Original Contract



PINAL COUNTY

WIDE OPEN OPPORTUNITY

Board of Supervisors Grant Request

Board of Supervisors meeting date: _____

Department seeking grant: _____

Name of Granting Agency: _____

Name of Grant Program: _____

Project Name: _____

Amount requested: _____

Match amount, if applicable: _____

Application due date: _____

Anticipated award date/fiscal year: _____

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

Applicable Supervisor District: _____

Brief description of project: _____

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

Please select one:

Discussion/Approve/Disapproval consent item _____

New item requiring discussion/action _____

Public Hearing required _____

Please select all that apply:

Request to submit the application _____

Retroactive approval to submit _____

Resolution required _____

Request to accept the award _____

Request to approve/sign an agreement _____

Budget Amendment required _____

Program/Project update and information _____

	INTERGOVERNMENTAL AGREEMENT (IGA) Amendment		ARIZONA DEPARTMENT OF HEALTH SERVICES 150 18 th Ave Suite 530 Phoenix, Arizona 85007
	CONTRACT NO.: CTR063850	IGA AMENDMENT NO.: TWO (2)	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 Two (2):	
1.1. The Price Sheet is hereby revised and replaced.	
1.2. Exhibit One (1) is added.	
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	County Authorized Signature
Address: Florence AZ 85132 City State Zip	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.: TWO (2)	PROCUREMENT OFFICER NATHANIEL THOMAS

Budget and Price Sheet

Pinal County Funding: State Opioid Response (SOR) Cost Reimbursement Line Item Budget	
<u>ACCOUNT CLASSIFICATION</u>	<u>TOTAL BUDGET</u>
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.

	INTERGOVERNMENTAL AGREEMENT (IGA) Amendment		ARIZONA DEPARTMENT OF HEALTH SERVICES 150 18 th Ave Suite 530 Phoenix, Arizona 85007
	CONTRACT NO.: CTR063850	IGA AMENDMENT NO.: TWO (2)	PROCUREMENT OFFICER NATHANIEL THOMAS

Exhibit One (1)

Exhibit - 2 CFR 200.332

"§ 200.332

Requirements for pass-through entities.

All pass-through entities must:

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

Prime Awardee:

DUNS #

Arizona Department of Health Services

804745420

Federal Award Identification (Grant Number):

H79TI085739

Subrecipient name (which must match the name associated with its unique entity identifier):

Pinal County Public Health Services District

Subrecipient's unique entity identifier (DUNS #):

GX4FM9VQD7W3

Federal Award Identification Number (FAIN, sometimes it's the same as the Grant Number):

H79TI085739

Federal Award Date (see the definition of Federal award date in § 200.1 of this part) of award to the recipient by the Federal agency;

09/05/2023

Subaward Period of Performance Start and End Date;

09/30/2023-09/29/2024

Subaward Budget Period Start and End Date:

09/30/2023-09/29/2024

Amount of Federal Funds Obligated by this action by the pass-through entity to the subrecipient (this is normally the **contract amount**):

\$50,000.00

Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current financial obligation (**how much is available for contracts**):

\$1,917,663.00

Total Amount of the Federal Award committed to the subrecipient by the pass-through entity

\$50,000.00

	INTERGOVERNMENTAL AGREEMENT (IGA) Amendment		ARIZONA DEPARTMENT OF HEALTH SERVICES 150 18 th Ave Suite 530 Phoenix, Arizona 85007
	CONTRACT NO.: CTR063850	IGA AMENDMENT NO.: TWO (2)	PROCUREMENT OFFICER NATHANIEL THOMAS

Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA)

State Opioid Response III Grant (SOR III)

Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity

Substance Abuse & Mental Health Services Administration (SAMHSA), Arizona Health Care Cost Containment System

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:

93.788


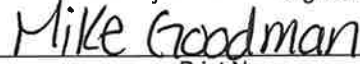



Identification of whether the award is R&D

No

Indirect cost rate for the Federal award (including if the de minimis rate is charged) per § 200.414

24.70%

	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

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:		County Authorized Signature	
PO Box 2945			
Address:		Print Name	
Florence	AZ	85132	
City	State	Zip	
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		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			

	<p style="text-align: center;">INTERGOVERNMENTAL AGREEMENT (IGA)</p> <p style="text-align: center;">Amendment</p>		<p>ARIZONA DEPARTMENT OF HEALTH SERVICES 150 18th Ave Suite 530 Phoenix, Arizona 85007</p>
	<p>CONTRACT NO.: CTR063850</p>	<p>IGA AMENDMENT NO.: ONE (1)</p>	<p>PROCUREMENT OFFICER NATHANIEL THOMAS</p>

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](#)

	<h2 style="text-align: center;">INTERGOVERNMENTAL AGREEMENT (IGA)</h2> <p style="text-align: center;">Contract No. CTR063850</p>	<p>ARIZONA DEPARTMENT OF HEALTH SERVICES 150 North 18th Avenue, Suite 530 Phoenix, Arizona 85007</p> <p>Procurement Officer Anthony Beckum</p>
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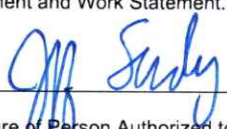
Project Title: Arizona's Prescription Drug Overdose Prevention Program **Begin Date:** September 1, 2022

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:

<input checked="checked" type="checkbox"/>	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.
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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.

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

CONTRACT NUMBER	INTERGOVERNMENTAL AGREEMENT TERMS AND CONDITIONS
CTR063850	

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.fsrcs.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.fsrcs.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.

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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 "RHBAs" 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 1 st
3 rd Quarter Survey Completion and CER (April – June)	June 30 th
Complete Local Annual OFR Analysis	July 1 st
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

CONTRACT NUMBER	INTERGOVERNMENTAL AGREEMENT
CTR063850	SCOPE OF WORK

- 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	
<u>ACCOUNT CLASSIFICATION</u>	<u>AMOUNT</u>
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	
<u>ACCOUNT CLASSIFICATION</u>	<u>AMOUNT</u>
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



AGENDA ITEM

August 7, 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 Affiliation Agreement between Maricopa County Department of Public Health and Pinal County Public Health Services District, through the Pinal County Board of Supervisors for the Dietetic Internship Program. The term of this agreement commences July 1, 2024, and concludes June 30, 2034. There is no funding or match amount for this agreement. There is no impact to the General Fund. (Steven Ortiz/Merissa Mendoza)

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

There is no funding match amount for this agreement. No impact to the General Fund.

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

The Affiliation Agreement for the Dietetic Internship Program allows Pinal County Public Health Services District to act as preceptors for interns participating in this program.

MOTION:

Approve as presented.

History		
Time	Who	Approval
7/25/2024 11:05 AM	County Attorney	Yes
7/25/2024 11:13 AM	Grants/Hearings	Yes
7/26/2024 9:48 AM	Budget Office	Yes
7/31/2024 5:25 PM	County Manager	Yes
8/1/2024 8:36 AM	Clerk of the Board	Yes

ATTACHMENTS:

[Click to download](#)

AFFILIATION AGREEMENT

BETWEEN

MARICOPA COUNTY

by and for its
Department of Public Health

AND

PINAL COUNTY

by and for its
Public Health Services District

FOR THE

DIETETIC INTERNSHIP PROGRAM

THIS AGREEMENT is entered into by and between Maricopa County, acting by and for its Department of Public Health (hereinafter referred to as MCDPH), whose principal office is located at 4041 N. Central Ave., Ste. 1400, Phoenix, AZ 85012 and Pinal County, by and for its Public Health Services District (hereinafter referred to as THE AFFILIATE), whose principal office is located at 971 N. Jason Lopez Circle, Building D, Florence, AZ 85132.

WHEREAS, the purpose of the Agreement is to establish a program of cooperative interaction between MCDPH and THE AFFILIATE to provide dietetic interns with a dietetic internship practicum approved by the Accreditation Council for Education in Nutrition and Dietetics ("ACEND"), in an off-campus setting, in the areas of clinical, community, food management, and administrative dietetics; and

WHEREAS, it is in the mutual interest and advantage of the parties that the interns be given the opportunity to utilize THE AFFILIATE'S facilities for educational and supervisory experience purposes; and

WHEREAS, it is acknowledged by the parties that the dietetic interns who participate in the dietetic internship program are performing duties for a program that is sponsored by MCDPH, and that the dietetic interns will be supervised by both MCDPH and THE AFFILIATE; and

WHEREAS, the dietetic internship program of MCDPH is currently accredited by the Accreditation Council for Education in Nutrition and Dietetics (ACEND), a specialized accrediting body recognized by the Council on Postsecondary Accreditation and the United States Department of Education; and

MCDPH and THE AFFILIATE agree as follows:

1. RESPONSIBILITIES OF MCDPH

MCDPH agrees that during the term of this Agreement, it shall:

- A. Designate in writing a Dietetic Internship Program Director who will be available for consultation with THE AFFILIATE on all matters of the operation of the program to include the qualification, preparation, grading, and working hours of the interns placed in the program.
- B. Select for potential placement in the program at THE AFFILIATE interns whose previous academic and practical experience has properly prepared them for the activities and responsibilities required by the program.
- C. Instruct and advise the selected interns of their obligations to THE AFFILIATE while participating in the program as those obligations are set forth in writing by THE AFFILIATE, and to comply with all written rules, regulations, and policies of THE AFFILIATE while they participate in the program.
- D. Provide such supervision and instruction, in addition to that made available by THE

AFFILIATE at its facilities, as may be agreed upon by MCDPH and THE AFFILIATE.

- E. Provide THE AFFILIATE'S Registered Dietitian Site Director with a written copy of the policies and rules of the Dietetic Internship Program that affect the interns and are related to their participation in the program, and keep THE AFFILIATE'S Registered Dietitian Site Director informed of any changes in these policies and rules.
- F. Withdraw the intern(s) from the dietetic internship program if they fail to meet such standards and criteria for participation in the program as are agreed upon by both MCDPH and THE AFFILIATE, or if they fail to comply with the written rules, regulations, and policies of THE AFFILIATE.
- G. Provide THE AFFILIATE'S Registered Dietitian Site Director all the rights and privileges of an adjunct faculty member.
- H. Notify THE AFFILIATE in writing at least 30 days prior to the interns' anticipated start date.

2. RESPONSIBILITIES OF THE AFFILIATE

THE AFFILIATE agrees that during the term of this Agreement it shall:

- A. Provide the necessary facilities and supervisory personnel to establish and carry out the requirements of the dietetic internship program that will give the dietetic interns educational and supervisory experiences in dietetics at THE AFFILIATE site(s).
- B. Designate a Registered Dietitian Site Director who shall be responsible for the interns and act as the dietetic internship program coordinator with MCDPH.
- C. Provide to the Dietetic Internship Program Director evaluation of the interns' performance and other such information as may be requested concerning the interns' participation at THE AFFILIATE site(s).
- D. Provide such training aids and data relating to the various phases of the program as may be reasonably necessary.
- E. Allow interns to utilize library and cafeteria facilities if available.
- F. Provide the Dietetic Internship Program Director with a copy of the written rules, regulations, and policies of THE AFFILIATE as it applies to the dietetic internship programmatic activities.

3. MUTUAL RESPONSIBILITIES OF MCDPH AND THE AFFILIATE

Both parties agree:

- A. That faculty of MCDPH and faculty of THE AFFILIATE shall confer at such times as may be mutually agreed upon to evaluate the progress of the dietetic internship program and the interns.
- B. To cooperate to provide a sound educational environment to the interns and quality services to all clients of MCDPH and THE AFFILIATE.
- C. That all material and programs developed by the interns during their participation in the dietetic internship program at MCDPH shall become the joint property of MCDPH and THE AFFILIATE.

4. COMPENSATION

Interns will not receive financial compensation from either MCDPH or THE AFFILIATE under the terms of this Agreement.

5. WORK STATEMENT

To complete program graduation requirements, the interns will meet the core competencies and most recent version of standards for the Registered Dietician Nutritionist (RDN) as set by the ACEND for the dietetic internship programs. All interns will receive a copy of these competencies.

6. NONDISCRIMINATION

The parties shall not discriminate against any individual on the basis of race, color, sex, pregnancy, childbirth or medical conditions related to pregnancy or childbirth, political or religious affiliation or ideas, culture, creed, social origin or condition, genetic information, sexual orientation, gender identity or expression, national origin, ancestry, age, disability, military service or veteran status, or marital status, whether as to employees, applicants for employment, interns, or clients. To the extent applicable to this Agreement, both parties agree to comply with all state and federal laws, rules, regulations, and executive orders, including Executive Order No. 2009-09 as modified by Executive Order 2023-01, regarding equal employment opportunity and non-discrimination.

7. AFFILIATE AND MCDPH INSURANCE

- A. Each party shall have in effect at all times during the term of this Agreement insurance or comparable self-insurance which is adequate to protect the other party, its officers and employees, participants and equipment against such losses as are set forth below.

- B. Each party shall provide the other, upon request, a current Certificate of Insurance or current documentation of self-insurance coverage by furnishing a letter indicating such.
- C. The following types and amounts of insurance or self-insurance are required by AFFILIATE and MCDPH with minimum limits stated:
 - 1. Workers' Compensation as required by Arizona law, and Employer's Liability Insurance of \$1,000,000 each accident, and \$1,000,000 disease policy limits.
 - 2. Commercial general liability insurance with a minimum of \$1,000,000 each occurrence, and \$2,000,000 general aggregate. The policy shall include coverage for public liability, bodily injury, and property damage, personal injury (including coverage for contractual and employee acts) and blanket contractual.
 - 3. Professional Liability Insurance with a minimum combined single limit of \$1,000,000 for each claim and \$3,000,000 aggregate.
 - 4. Commercial Automobile Liability Insurance with a combined single limit of \$1,000,000.
- D. THE AFFILIATE will immediately inform the Dietetic Internship Program Director of any cancellation of its insurance or any decrease in its lines of coverage at least 30 days before such action takes place.

8. INTERN INSURANCE COVERAGE

- A. Under this Agreement, all Dietetic Interns shall procure and have in effect at all times during their participation in the dietetic internship program, professional liability insurance with a minimum of combined single limit of \$1,000,000 for each claim, \$3,000,000 aggregate.
- B. The Dietetic Interns, while providing health care, medical or professional services shall be deemed agents of the MCDPH for purposes of workers compensation and for determining professional liability for acts rising out of the performance of this Agreement. Such professional liability coverage shall be enforced for services performed in MCDPH programs as specified in the Work Statement and in support of this Agreement.
- C. The scope of MCDPH's responsibility to the dietetic interns while providing health care, medical or professional services is pursuant to A.R.S. § 11-981, and governed, defined, and controlled by the terms of the *Revised Restated Declaration of Trust for Maricopa County, Arizona Self-Insured Risk Trust Fund*, approved by the Maricopa County Board of Supervisors and maintained and administered by the Maricopa County Risk Management Department.

9. NON-LIABILITY

MCDPH and its officers and employees shall not be liable for any act or omission by THE AFFILIATE or any subcontractor, employee, officer, agent or representative occurring outside the scope and duties of this Agreement.

10. INDEMNITY

- A. To the fullest extent permitted by law, THE AFFILIATE shall defend, indemnify and hold harmless MCDPH, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses, and expenses (including, but not limited to attorneys' fees, court costs, expert witness fees, and the costs and attorneys' fees for appellate proceedings) arising out of, or alleged to have resulted from the negligent acts, errors, omissions, or mistakes of THE AFFILIATE, a subcontractor, any one directly or indirectly employed by them, or anyone for whose acts they may be liable, relating to the performance of this Agreement.
- B. THE AFFILIATE's duty to defend, indemnify, and hold harmless MCDPH, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss, or expense that is attributable to bodily injury, sickness, disease, death or injury to, impairment of, or destruction of tangible property, including resulting loss of use, caused by negligent acts, errors, omissions, or mistakes in the performance of this Agreement, but only to the extent caused by the negligent acts or omissions of THE AFFILIATE, a subcontractor, any one directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by an indemnified party.
- C. The amount and type of insurance coverage requirements above shall not be construed as limiting the scope of the indemnity in this section.

11. APPLICABLE LAW

- A. This Agreement shall be construed under the laws of the State of Arizona. Exclusive venue and jurisdiction for any actions or proceedings related to or stemming from this Agreement will be in the state or federal courts sitting in Phoenix, Arizona.
- B. This Agreement may be cancelled in accordance with A.R.S. § 38-511.

12. FORCED LABOR OF ETHNIC UYGHURS

THE AFFILIATE warrants and certifies that it does not currently, and agrees for the duration of the Agreement term that it will not, use:

- A. The forced labor of ethnic Uyghurs in the People's Republic of China.

- B. Any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.
- C. Any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

If THE AFFILIATE becomes aware during the term of the Agreement that THE AFFILIATE is not in compliance with this paragraph, THE AFFILIATE shall notify MCDPH within five business days after becoming aware of the noncompliance. Failure of THE AFFILIATE to provide a written certification that THE AFFILIATE has remedied the noncompliance within 180 days after notifying MCDPH of its noncompliance, this Agreement shall terminate unless the Term of this Agreement shall end prior to said 180-day period.

13. COMPLIANCE REQUIREMENTS FOR A.R.S. § 41-4401, GOVERNMENT PROCUREMENT; E-VERIFY REQUIREMENT

- A. THE AFFILIATE warrants compliance with all federal immigration laws and regulations relating to employees and warrants its compliance with A.R.S. § 23-214(A), which states, “After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the e-verify program and shall keep a record of the verification for the duration of the employee’s employment or at least three years, whichever is longer.”
- B. A breach of warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of this Agreement and THE AFFILIATE may be subject to penalties up to and including termination of the Agreement.
- C. Failure to comply with a state audit process to randomly verify the employment records of contractors and subcontractors shall be deemed a material breach of this Agreement and THE AFFILIATE may be subject to penalties up to and including termination of the Agreement.
- D. The State of Arizona retains the legal right to inspect the papers of any employee who works on this Agreement to ensure that the contractor or subcontractor is complying with the warranty under Paragraph 13(A).
- E. For questions about E-Verify THE AFFILIATE should visit the following web site: <http://www.uscis.gov>.

14. TERMS OF AGREEMENT

- A. The term of this Agreement shall be from July 1, 2024 through June 30, 2034. The Agreement may be renewed for additional terms by the mutual consent of both

parties.

- B. This Agreement may be terminated by either party upon 30 days prior written notice to the other party. Notwithstanding anything to the contrary this Agreement shall continue until all of those interns participating in the dietetic internship program at the time of written notice of the termination of the Agreement have completed their training experience.

15. SIGNATURE AUTHORIZATION

Any individual executing this Agreement on behalf of THE AFFILIATE represents and warrants to MCDPH that they are duly authorized to execute this Agreement on behalf of THE AFFILIATE, and that upon their signature this Agreement shall be binding upon THE AFFILIATE.

IN WITNESS WHEREOF, MCDPH and THE AFFILIATE have executed this Agreement.

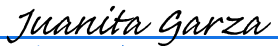
MARICOPA COUNTY
Acting by and for its
Department of Public Health

PINAL COUNTY
Acting by and for its
Public Health Services District

By:  Jun 27, 2024
Chairman,
Maricopa County Board of Supervisors

By: _____
Chairman,
Pinal County Board of Supervisors

Attest:

 Jun 27, 2024
Juanita Garza (Jun 27, 2024 17:51 PDT)
Clerk of the Board Date

Attest:

Clerk of the Board Date

 Jun 27, 2024
Max G. Carpinelli (Jun 27, 2024 14:12 PDT)
Approved as to Form Date
Deputy County Attorney, Maricopa County

Approved as to Form Date
Deputy County Attorney, Pinal County



AGENDA ITEM

August 7, 2024 ADMINISTRATION BUILDING A
FLORENCE, ARIZONA

REQUESTED BY:

Funds #:

Dept. #:

Dept. Name: Clerk of the Board

Director: Natasha Kennedy

BRIEF DESCRIPTION OF AGENDA ITEM AND REQUESTED BOARD ACTION:

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

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

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

MOTION:

History		
Time	Who	Approval

ATTACHMENTS:
Click to download
No Attachments Available



AGENDA ITEM

August 7, 2024 ADMINISTRATION BUILDING A
FLORENCE, ARIZONA

REQUESTED BY:

Funds #:

Dept. #:

Dept. Name: Clerk of the Board

Director: Natasha Kennedy

BRIEF DESCRIPTION OF AGENDA ITEM AND REQUESTED BOARD ACTION:

Meeting Notice of Posting

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

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

MOTION:

History	Who	Approval
Time		

ATTACHMENTS:

Click to download

☐ [Notice of Posting](#)



PINAL COUNTY
WHERE OPEN OPPORTUNITIES

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, August 7, 2024 at 9:30 AM** in the Board Hearing Room, 1891 Historic Courthouse, Administrative Complex, located at 135 N. Pinal Street, Florence, Arizona 85132. The public will have physical access to the meeting room at 9:15 AM.

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

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

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

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

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

I hereby further certify that I caused to be posted this Friday, August 2, 2024, around 11:00 AM the Regular Agenda, 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 2nd day of August, 2024.




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

CLERK OF THE BOARD OF SUPERVISORS

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