PINAL COUNTY
WIDE OPEN OPPORTUNITY

NOTICE OF PUBLIC MEETING AND EXECUTIVE SESSION
PINAL COUNTY PUBLIC HEALTH SERVICES DISTRICT
BOARD OF DIRECTORS
AGENDA
Wednesday, October 30, 2024

9:30 AM - CALL TO ORDER

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

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

(1) **CONSENT ITEMS:**

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

* A. Discussion/approval/disapproval of Minutes from October 2, 2024, Board of Directors Public Health Services District Meeting. (Natasha Kennedy)

* B. Discussion/approval/disapproval of Award 24-AZDOHS-HSGP-240305-01 under the State Homeland Security Grant Program between the Arizona Department of Homeland Security and Pinal County, through the Pinal County Board of Supervisors, beginning October 1, 2024, ending September 30, 2025, for $35,000, and authorize the execution of a Memorandum of Understanding which authorizes the Arizona Department of Emergency and Military Affairs, Division of Emergency Management (DEMA) in coordination with the Department of Homeland Security to manage and execute funding. DEMA will assume responsibility for all programmatic and financial reporting requirements outlined in the subrecipient agreement. (Courtney Prock/Kore Redden/Merissa Mendoza)

* C. Discussion/approval/disapproval of Internship Site Agreement between Priority Nutrition Care LLC and Pinal County Public Health Services District, through the Pinal County Board of Supervisors to provide internship opportunities for students of the Priority Nutrition Care Internship Program. The term of this agreement commences upon the signature of the agreement and extends until termination by either party. (Steven Ortiz/Merissa Mendoza)

* D. Discussion/approval/disapproval of the Internship Site Agreement between Walden University, LLC and Pinal County Public Health Services District, through the Pinal County Board of Supervisors to provide internship opportunities for students of the Walden University Programs. The term of this agreement commences upon the signature of the agreement and extends for five (5) years or until termination by either party. (Steven Ortiz/Merissa Mendoza)

* E. Discussion/approval/disapproval of Amendment No. 1 of Award Agreement No. CTR067928 under the Special Supplemental Nutrition Program for Women, Infant and Children (WIC) and Breastfeeding Peer Counseling (BFPC) Program between the Arizona Department of Health Services and Pinal County, through the Pinal County Board of Supervisors beginning October 1, 2023, ending September 30, 2028. The total amount of the award agreement for October 1, 2024, through September 30, 2025, will not exceed $1,735,478. This breaks down as follows: $1,641,024 for WIC, $94,454 for BFPC. The funding is included in the current budget and was appropriated to this program. (Steven Ortiz/Merissa Mendoza)

* F. Discussion/approval/disapproval of Award ELOY-AZ-ETS24 under the National Children's Alliance 2024 Special Focus grant beginning October 1, 2024, ending December 31, 2024, for $7,763. This grant will be used by the Public Health Family Advocacy Centers for the first-time installation/upgrade of technology to facilitate peer review and HIPAA-compliant digital recording storage and sharing of recordings/images. The grant requires a specific vendor to be selected. The proposed vendor would provide cloud storage and sharing capabilities for forensic interview recordings specific to advocacy center needs and requirements. (Melody Lenhardt/Merissa Mendoza)

* G. Discussion/approval/disapproval to submit a Project Amendment Request to the Arizona Office of the Attorney General Child and Family Advocacy Center - Opioid grant program to extend the award period of Agreement AG24-0005-008 from December 31, 2024, to June 30, 2025, not to exceed the amount of $27,464.33. This grant will continue to be used by the Public Health Department to provide connections to care for people who have - or are at risk of developing - Opioid Use Disorder and any co-occurring Substance Use Disorder/Mental Health conditions, co-usage, and/or co-addiction through evidence-based, evidence-informed, or promising programs or strategies. (Melody Lenhardt/Merissa Mendoza)

* H. Discussion/approval/disapproval to submit a Project Amendment Request to the Arizona Office of the Attorney General Child and Family Advocacy Center - Opioid grant program to extend the award period of Agreement AG24-0005-009 from December 31, 2024, to June 30, 2025, in the amount of $26,210.58. The grant will continue to be used by the Public Health Department to provide funding to the Maricopa Family Advocacy Center to prevent misuse of opioids or proved connections to care for people who have - or are at risk of developing - Opioid Use Disorder and any co-occurring Substance Use Disorder/Mental Health conditions, co-usage, and/or co-addiction through evidence-based, evidence-informed, or promising programs or strategies. (Melody Lenhardt/Merissa Mendoza)

* I. Discussion/approval/disapproval to submit a Project Amendment Request to the Arizona Office of the Attorney General Child and Family Advocacy Center - Opioid grant program to extend the award period of Agreement AG24-0005-010 from December 31, 2024, to June 30, 2025, in the amount of $31,035.65. This grant will continue to be used by the Public Health Department to provide funding to the San Tan Valley Family Advocacy Center to prevent misuse of opioids or provide connections to care for people who have - or are at risk of developing - Opioid Use Disorder and any co-occurring Substance Use Disorder/Mental Health conditions, co-usage, and/or co-addiction through evidence-based, evidence-informed, or promising programs or strategies. (Melody Lenhardt/Merissa Mendoza)

ADJOURNMENT

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

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

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

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

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

Meeting Notice of Posting

PINAL COUNTY
WIDE OPEN OPPORTUNITY

AGENDA ITEM

October 30, 2024 ADMINISTRATION BUILDING A
FLORENCE, ARIZONA

REQUESTED BY:

Funds #:

Dept. #:

Dept. Name: Clerk of the Board

Director: Natasha Kennedy

BRIEF DESCRIPTION OF AGENDA ITEM AND REQUESTED BOARD ACTION:

Discussion/approval/disapproval of Minutes from October 2, 2024, Board of Directors Public Health Services District Meeting. (Natasha Kennedy)

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

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

MOTION:

Approve as presented

History

Time	Who	Approval

ATTACHMENTS:

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Minutes PHSD

PINAL COUNTY
WIDE OPEN OPPORTUNITY

PINAL COUNTY PUBLIC HEALTH SERVICES DISTRICT
BOARD OF DIRECTORS
MINUTES
Wednesday, October 2, 2024
11:05 AM

BOARD OF DIRECTORS

Chairman Mike Goodman
Director, District 2

Vice-Chairman Jeffrey McClure
Director, District 4

Kevin Cavanaugh
Director, District 1

Stephen Q. Miller
Director, District 3

Jeff Serdy
Director, District 5

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

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

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

The Pinal County Public Health Services District Board of Directors convened at 11:05 a.m. this date. The meeting was called to order by Chairman Goodman.

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

Members Present Telephonically: Director Kevin Cavanaugh

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

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

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

Item Action: Approved Consent Agenda Items A and B on the Pinal County Public Health Services District Agenda

Motion Made By: Supervisor McClure Seconded By: Supervisor Miller

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

Motion Passed

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

* A. Discussion/approval/disapproval of Minutes from September 18, 2024, Board of Directors Public Health Services District Meeting. (Natasha Kennedy)

* B. Discussion/approval/disapproval of the Public Health Annual Report for FY 2023 – 2024. Pursuant to the Arizona Revised Statutes, Title 36, the Public Health Director shall submit an annual report describing the activities of the department during the fiscal year. Annual report for FY 2023 - 2024 is attached. (Merissa Mendoza)

11:06 a.m. – Chairman Goodman adjourned the October 2, 2024, Pinal County Public Health Services District Board of Directors Meeting and reconvened the Pinal County Board of Supervisors Meeting.

PINAL COUNTY
PUBLIC HEALTH SERVICES DISTRICT
BOARD OF DIRECTORS

_____
Mike Goodman, Chairman

ATTEST:

_____
Natasha Kennedy, Clerk of the Board

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

Approval of Minutes: October 30, 2024

PINAL COUNTY
WIDE OPEN OPPORTUNITY

AGENDA ITEM

October 30, 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 Award 24-AZDOHS-HSGP-240305-01 under the State Homeland Security Grant Program between the Arizona Department of Homeland Security and Pinal County, through the Pinal County Board of Supervisors, beginning October 1, 2024, ending September 30, 2025, for $35,000, and authorize the execution of a Memorandum of Understanding which authorizes the Arizona Department of Emergency and Military Affairs, Division of Emergency Management (DEMA) in coordination with the Department of Homeland Security to manage and execute funding. DEMA will assume responsibility for all programmatic and financial reporting requirements outlined in the subrecipient agreement. (Courtney Prock/Kore Redden/Merissa Mendoza)

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:

This program has no impact on the general fund.

MOTION:

Approve as presented.

History

Time	Who	Approval
10/15/2024 4:38 PM	County Attorney	Yes
10/15/2024 8:15 PM	Grants/Hearings	Yes
10/16/2024 8:05 AM	Budget Office	Yes
10/22/2024 11:16 AM	County Manager	Yes
10/22/2024 11:19 AM	Clerk of the Board	Yes

ATTACHMENTS:

Click to download
Grant Request
Homeland Security Grant Program Award Letter
Memorandum of Understanding

PINAL COUNTY
WIDE OPEN OPPORTUNITY

Board of Supervisors Grant Request

Board of Supervisors meeting date: 10/30/24

Department seeking grant: Pinal County Development Services

Name of Granting Agency: Arizona Department of Homeland Security

Name of Grant Program: State Homlenad Security Grant Program

Project Name: 2024 Training & Exercise

Amount requested: $35,000

Match amount, if applicable: 0 N/A

Application due date: 2/28/2024

Anticipated award date/fiscal year: 10/1/2024

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

Applicable Supervisor District: CountyWide

Brief description of project:
For the eastern region of Arizona, Pinal County applies for the training and exercise money and MOU's to the state. The state will handle all the training and exercise needs for the eastern region.

Approval received per Policy 8.20: ✔ OnBase Grant #: 2023-817

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 ☐

State of Arizona
Department of Homeland Security

Governor
Katie Hobbs

Director
Kim O'Connor

September 30, 2024

Chairman - Board of Supervisors Mike Goodman
Pinal County
85 N. Pinal Street
Florence, AZ 85132-1111

Subject: FFY 2024 Homeland Security Grant Program
Subrecipient Agreement Number: 240305-01
Project Title: **2024 Regional Training and Exercise**

Dear Chairman - Board of Supervisors Mike Goodman,

The application that your agency submitted to the Arizona Department of Homeland Security (AZDOHS) for consideration under the Homeland Security Grant Program has been awarded. The project titled "**2024 Regional Training and Exercise**" has been funded under the STATE HOMELAND SECURITY GRANT PROGRAM for **$35,000**. This grant program is part of the U.S. Department of Homeland Security Grant Program and specifically is awarded under CFDA #97.067 (Catalog of Federal Domestic Assistance). The FFY 2024 federal award date as indicated in the U.S. DHS award package is 9/19/2024 with a total amount of funding of $23,885,198.00. The Federal Award Identification Number is EMW-2024-SS-05080.

Per your application, Pinal County intends to furnish a memorandum of understanding (MOU) to the AZDOHS which will authorize the Arizona Department of Emergency and Military Affairs, Division of Emergency Management (DEMA) in coordination with AZDOHS to manage and execute funding under subrecipient agreement number **240305-01**. DEMA will assume responsibility for all programmatic and financial reporting requirements outlined in the subrecipient agreement.

Please place the MOU on agency letterhead, sign and return to AZDOHS:

Arizona Department of Homeland Security
1802 W. Jackson Street, #117
Phoenix, AZ 85007

Congratulations on your Homeland Security Grant Program award.

Sincerely,

Kim O'Connor
Director

Merissa Mendoza
Public Health Director

Kore Redden
Public Health Deputy Director

Leo Lew
County Manager

PINAL COUNTY
WIDE OPEN OPPORTUNITY

Memorandum of Understanding

Director Kim O'Connor
Arizona Department of Homeland Security 1802
W. Jackson Street, #117
Phoenix, AZ 85007

Dear Director Kim O'Connor,

On behalf of Pinal County, I would like to formally notify you that it is the intent of Pinal County that $35,000 from FFY 2024 SHSGP Subrecipient Agreement # 240305-01 be retained and managed by the Arizona Department of Emergency and Military Affairs, Division of Emergency Management in coordination with the Arizona Department of Homeland Security for training and exercise opportunities in the East Region.

This letter from Pinal County shall serve as a formal memorandum of understanding for the purposes of managing local funds for training and exercise in the East Region.

Sincerely,

_____
Enter Title & Name Above

_____
Authorized Signature Above

_____
Enter Date Above

PINAL COUNTY
WIDE OPEN OPPORTUNITY

AGENDA ITEM

October 30, 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 Internship Site Agreement between Priority Nutrition Care LLC and Pinal County Public Health Services District, through the Pinal County Board of Supervisors to provide internship opportunities for students of the Priority Nutrition Care Internship Program. The term of this agreement commences upon the signature of the agreement and extends until termination by either party. (Steven Ortiz/Merissa Mendoza)

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

There is no funding or match amount for this agreement. There is no impact on the General Fund.

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

The internship agreement 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
10/4/2024 11:13 AM	County Attorney	Yes
10/4/2024 11:16 AM	Grants/Hearings	Yes
10/8/2024 10:25 AM	Budget Office	Yes
10/24/2024 2:05 PM	County Manager	Yes
10/24/2024 3:32 PM	Clerk of the Board	Yes

ATTACHMENTS:

Click to download

PNC Affiliation Agreement

PRIORITY NUTRITION CARE LLC

AFFILIATION AGREEMENT

This Agreement is entered into by and between **PRIORITY NUTRITION CARE LLC,** located in Hingham, MA (**"THE SPONSOR"**), which provides a program of supervised practice in the area of Nutrition and Dietetics ("**THE INTERNSHIP PROGRAM**") and Pinal County Public Health Services District located in Florence, Arizona ("**THE AFFILIATED INSTITUTION**"). **THE SPONSOR and AFFILIATED INSTITUTION** hereby agree as follows:

1. PURPOSE.

The purpose of this Agreement is to allow DIETETIC INTERNS from THE INTERNSHIP PROGRAM to use the facilities of THE AFFILIATED INSTITUTION to integrate theory learned in their didactic programs with practice and to develop abilities and skills through planned and supervised experience (supervised practice). It is agreed by the parties that a program of supervised experiential education (the "Program") shall be conducted for DIETETIC INTERNS of THE INTERNSHIP PROGRAM under the following terms and conditions:

2. AFFILIATED INSTITUTION OBLIGATIONS:

2.1 Provide a liaison person who shall be responsible for coordinating the supervised experience with designated representatives of THE INTERNSHIP PROGRAM.

2.2 Retain responsibility for information given to the DIETETIC INTERNS.

2.3 Arrange to provide emergency health care for DIETETIC INTERNS for any illness or injury while on the AFFILIATED INSTITUTION'S premises at the closest emergency room (if necessary) and, only with the Intern's consent, notify the Program of any care given to the Intern. Costs incurred shall be responsibility of the DIETETIC INTERN.

2.4 Consult with THE INTERNSHIP PROGRAM in the event a DIETETIC INTERN's behavior or skills indicate a problem. THE AFFILIATED INSTITUTION reserves the right to require that a DIETETIC INTERN be terminated from assignment for cause at THE AFFILIATED INSTITUTION. Moreover, THE AFFILIATED INSTITUTION reserves the right to require any DIETETIC INTERN to immediately leave THE AFFILIATED INSTITUTION's premises if THE AFFILIATED INSTITUTION determines in its discretion that the continued presence of such DIETETIC INTERN on THE AFFILIATED INSTITUTION's premises threatens patients, residents, clients, staff, visitors or the policies of THE AFFILIATED INSTITUTION. THE AFFILIATED INSTITUTION will immediately notify THE INTERNSHIP PROGRAM of such an occurrence.

2.5 Reserve the right to limit the number of DIETETIC INTERNS accepted for experience in a specific area. The number of DIETETIC INTERNS who can be accepted for the Program for any given period of time shall be determined by THE AFFILIATED INSTITUTION and will be dependent upon its philosophy, available space, DIETETIC INTERN or client population, and qualified staff. The experience period will be the amount of time agreed upon in advance by THE INTERNSHIP PROGRAM and THE AFFILIATED INSTITUTION.

2.6 Provide an orientation to the DIETETIC INTERN(S) assigned to THE AFFILIATED INSTITUTION, including instruction on the relevant policies and procedures of THE AFFILIATED INSTITUTION, including the department to which the DIETETIC INTERN is assigned. THE AFFILIATED INSTITUTION further agrees to provide the same information, training, and protection to the DIETETIC INTERNS in matters of health and safety as it provides to its employees in compliance with the standards set by the Occupational Safety and Health Administration (OSHA) and applicable law.

2.7 THE AFFILIATED INSTITUTION shall not offer full-time employment to any DIETETIC INTERN currently enrolled in THE INTERNSHIP PROGRAM pursuant to this Agreement if such employment would materially interfere with or terminate the DIETETIC INTERN's enrollment in THE INTERNSHIP PROGRAM unless consented to by THE INTERNSHIP PROGRAM in writing, which consent shall not be unreasonably withheld.

2.8 Give the DIETETIC INTERNS appropriate and timely evaluation and feedback concerning their achievement, and provide THE INTERNSHIP PROGRAM with timely reports of such evaluations, typically at the midpoint and end of a rotation or at the end of a rotation.

3. PRIORITY NUTRITION CARE'S OBLIGATIONS:

3.1 Be fully approved/licensed or accredited and, upon request, to submit proof to THE AFFILIATED INSTITUTION of said accreditation, and to maintain this accreditation throughout the term of the Agreement.

3.2 Assign DIETETIC INTERNS to THE AFFILIATED INSTITUTION who have been adequately prepared for a rotation in the assigned area. THE INTERNSHIP PROGRAM shall inform THE AFFILIATED INSTITUTION of the level of training the DIETETIC INTERNS have received prior to this placement.

3.3 Furnish THE AFFILIATED INSTITUTION with current information about its curriculum, competencies (CRDs) and learning activities prior to the start of each DIETETIC INTERN's supervised practice experience.

3.4 Assign DIETETIC INTERNS to THE AFFILIATED INSTITUTION who have been instructed to act in a professional manner and to conform to the rules and regulations of THE AFFILIATED INSTITUTION, and who have agreed to do so.

3.5 Require its DIETETIC INTERNS to maintain professional liability insurance in an amount of at least $1,000,000 per occurrence and at least $3,000,000 aggregate.

3.6 Warrant and represent that each DIETETIC INTERN conforms to the health status standards set forth by THE AFFILIATED INSTITUTION, including all immunizations required by THE AFFILIATED INSTITUTION and which health status standards have been provided to THE SPONSOR in advance of each DIETETIC INTERN's rotation at THE AFFILIATED INSTITUTION.

3.7 Notify the liaison person at THE AFFILIATED INSTITUTION of any known communicable disease contracted by a DIETETIC INTERN up to three (3) weeks after the supervised practice experience has ended.

3.8 Inform DIETETIC INTERNS of THE AFFILIATED INSTITUTION's confidentiality and privacy requirements.

3.8.1 Instruct each DIETETIC INTERN to respect and preserve the confidential nature of THE AFFILIATED INSTITUTION's confidential or proprietary information that is not known to the public. THE INTERNSHIP PROGRAM will not conduct or make any formal or informal survey, research, inquiry or other study relating in any way to THE AFFILIATED INSTITUTION, its patients, its clients, its staff or its programs without first obtaining review by and written approval of THE AFFILIATED INSTITUTION. No records of THE AFFILIATED INSTITUTION, including but not limited to patient, financial, or other proprietary business records, shall be removed from the premises by any DIETETIC INTERN under any circumstances. All such records shall be and remain the sole property of THE AFFILIATED INSTITUTION.

3.9 Recognize, where applicable, that THE AFFILIATED INSTITUTION, as a covered entity (as defined in the HIPAA Regulations), must comply with the regulations promulgated under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as amended from time to time, and as promulgated at any time during the term of this Agreement (collectively, the "HIPAA Regulations"), with respect to the privacy and security of "protected health information" (as defined in the HIPAA Regulations) created, transmitted, maintained or received by THE AFFILIATED INSTITUTION ("PHI"). THE INTERNSHIP PROGRAM agrees to assist THE AFFILIATED INSTITUTION to comply with, and will ensure that the DIETETIC INTERN comply with and assist THE AFFILIATED INSTITUTION to comply with, the HIPAA Regulations in connection with the performance of its/their obligations under this Agreement. THE INTERNSHIP PROGRAM shall ensure that the DIETETIC INTERN use appropriate safeguards to

prevent use or disclosure of PHI except as authorized hereunder, and to notify THE AFFILIATED INSTITUTION of any such unauthorized use or disclosure promptly upon becoming aware thereof. THE INTERNSHIP PROGRAM shall ensure that each DIETETIC INTERN agrees to abide by all policies and procedures implemented by THE AFFILIATED INSTITUTION to ensure its compliance with the HIPAA Regulations, and that each DIETETIC INTERN complies with THE AFFILIATED INSTITUTION and THE AFFILIATED INSTITUTION's medical staff policies and procedures regarding patient privacy and confidentiality.

3.10 Withdraw any DIETETIC INTERN from the Program whose progress, achievement or adjustment does not appear to justify his/her continuing with the Program. Wherever possible, such withdrawal shall be planned cooperatively by THE INTERNSHIP PROGRAM and THE AFFILIATED INSTITUTION.

3.11 Inform DIETETIC INTERNS of THE AFFILIATED INSTITUTION's policy that DIETETIC INTERNS wear identification badges as requested by THE AFFILIATED INSTITUTION. To instruct the DIETETIC INTERNS in regard to proper dress code expected of them by THE AFFILIATED INSTITUTION.

3.12 Limit use of the name of THE AFFILIATED INSTITUTION to brochures and publications that list affiliations of THE INTERNSHIP PROGRAM when describing THE INTERNSHIP PROGRAM's programs, and to obtain prior written consent for all other written references to THE AFFILIATED INSTITUTION.

3.13 Provide a liaison person who shall be responsible for coordinating the supervised experience with designated representatives of THE AFFILIATED INSTITUTION.

3.14 Inform DIETETIC INTERNS that they shall at all times abide by the policies and procedures established and communicated by THE AFFILIATED INSTITUTION.

3.15 Warrant and represent that each DIETETIC INTERN has current health insurance coverage, which shall remain in effect throughout their assignment to THE AFFILIATED INSTITUTION.

3.16 Ensure that each Dietetic Intern complies with AFFILIATED INSTITUTION's requirements for immunizations, tests, and required education including but not limited to: (a) an annual health examination, (b) Proof of TB skin test (Mantoux) within previous 12 months, repeated annually, If known skin test positive, baseline chest x-ray, annual symptom screen and repeat CXR if annual symptom review is positive. (c) Proof of immunization or immune titers to Rubeola, Rubella and Varicella, (d) proof of Tetanus, Diptheria, and Acellular Pertussis (Tdap) immunization, (e) proof of Hepatitis B vaccine, and (f) proof of annual Influenza vaccination (g) full Covid immunization.

3.17 Represent and covenant that it will comply with all applicable federal and state statutes and regulations, and THE AFFILIATED INSTITUTION's commitment to conduct its business in compliance with THE AFFILIATED INSTITUTION's ethical standards and business policies, as communicated to THE INTERNSHIP PROGRAM by THE AFFILIATED INSTITUTION.

3.18 Perform a criminal background check and drug and substance screen of each DIETETIC INTERN assigned to THE AFFILIATED INSTITUTION and review the results of said background check and screen prior the start of the DIETETIC INTERN's Program.

4. JOINT OBLIGATIONS. Both THE INTERNSHIP PROGRAM and THE AFFILIATED INSTITUTION agree as follows:

4.1 This Agreement is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, association or joint venture between THE SPONSOR, THE INTERNSHIP PROGRAM, THE AFFILIATED INSTITUTION and the DIETETIC INTERN, but is rather an Agreement by, and between, independent contractors. THE INTERNSHIP PROGRAM and its DIETETIC INTERNS shall not be entitled to reimbursement of any kind or nature for any services provided to employees of THE AFFILIATED INSTITUTION.

4.2 The DIETETIC INTERNS of THE INTERNSHIP PROGRAM are not employees of THE AFFILIATED INSTITUTION. They are not eligible for Worker's Compensation in case of any injury, and shall not be compensated by THE AFFILIATED INSTITUTION for their services nor shall they be eligible for any so-called employee benefits provided by THE AFFILIATED INSTITUTION to its employees.

4.3 The Affiliated Institution and the Internship Program acknowledge that many student educational records are protected by the Family Educational Rights and Privacy Act (FERPA) and that student permission generally must be obtained before THE INTERNSHIP PROGRAM may release any specific student data to any other party.

4.4 Not to discriminate unlawfully on the basis of race, sex, color, creed, national origin, sexual orientation, religion, handicap, age or disability.

5. TERM AND TERMINATION.

The term (the "Term") of this Agreement shall commence on the signing date of the final signature on page 7 of this Agreement and extend until terminated by either party upon at least thirty (30) days prior written notice, provided that the termination of this Agreement will not impair the completion of the assignment of any DIETETIC INTERN then assigned to THE AFFILIATED INSTITUTION.

6. NOTICES; CONTACTS.

All notices permitted or required hereunder may be sent by regular mail, email or by facsimile to the addresses noted below, and the parties shall contact each other to discuss important issues at the telephone numbers listed below.

If to THE SPONSOR:

Priority Nutrition Care LLC

P.O. Box 148

Hingham, MA 0204

PNCContracts@Gmail.com

781-264-6877

Attention: Chief Executive Officer

If to THE AFFILIATED INSTITUTION: (Please complete)

Pinal County Public Health Services District

971 E. Jason Lopez Circle

Florence, Arizona 85132

Merissa.mendoza@pinal.gov

520-866-7326

Attention: Director

Either party may change the address for notice by notifying the other party, in writing, of the new address.

7. MISCELLANEOUS.

7.1. Section Headings. The section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

7.2 Governing Law. This Agreement shall be construed under, and governed in accordance with, the laws of the state in which the AFFILIATED INSTITUTION is located. The invalidity or unenforceability of any provision herein shall not affect the validity of enforceability of any other provision.

7.3 Assignment. Neither Party may assign this Agreement without the prior written consent of the other Party, provided, however, that the Parties may assign this Agreement (and the rights and duties hereunder) to another entity that either controls the assigning Party or is under common control with the assigning Party, or buys all or substantially all of the assets of the assigning Party, without obtaining the prior written consent of the non-assigning Party.

7.4 Entire Agreement. This Agreement supersedes all previous contracts or agreements between the parties with respect to the subject matter hereof, and constitutes the entire agreement between the parties.

7.5 Amendments. This Agreement may be amended only in writing and signed by an authorized

representative of each party.

7.6 Invalidity of Particular Provisions. If any term or provision of this Agreement, or any application thereof, to any person or circumstance shall to any extent be invalid or unenforceable the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this Agreement shall be valid and be enforceable to the fullest extent by law.

7.7 Execution. This Agreement and any amendments thereto shall be executed in duplicate copies by any official of the parties specifically authorized and each duplicate copy shall be deemed an original but both duplicate originals shall together constitute one and the same instrument.

IN WITNESS WHEREOF, each of the parties has caused its duly appointed representatives to execute this Agreement on its behalf. The individuals who sign this Agreement on behalf of THE AFFILIATED INSTITUTION and THE SPONSOR below are duly authorized to execute this Agreement on behalf of the respective entities.

THE AFFILIATED INSTITUTION

_____ _____

By: Date

Title:

THE SPONSOR

_____ _____

By: Anne S. Manion MBA, RD, LDN Date

Title: Chief Executive Officer

PINAL COUNTY
WIDE OPEN OPPORTUNITY

AGENDA ITEM

October 30, 2024 ADMINISTRATION BUILDING A
FLORENCE, ARIZONA

REQUESTED BY:

Funds #:

Dept. #: 359

Dept. Name: PUBLIC HEALTH

Director: MERISSA MENDOZA

BRIEF DESCRIPTION OF AGENDA ITEM AND REQUESTED BOARD ACTION:

Discussion/approval/disapproval of the Internship Site Agreement between Walden University, LLC and Pinal County Public Health Services District, through the Pinal County Board of Supervisors to provide internship opportunities for students of the Walden University Programs. The term of this agreement commences upon the signature of the agreement and extends for five (5) years or until termination by either party. (Steven Ortiz/Merissa Mendoza)

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

There is no funding or match amount for this agreement. There is no impact on the General Fund.

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

The internship agreement 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
10/9/2024 11:50 AM	County Attorney	Yes
10/9/2024 12:07 PM	Grants/Hearings	Yes
10/9/2024 4:27 PM	Budget Office	Yes
10/22/2024 9:09 AM	County Manager	Yes

10/22/2024 11:19 AM	Clerk of the Board	Yes

ATTACHMENTS:

Click to download
Walden Affiliation Agreement

WALDEN UNIVERSITY

U.S. FIELD SITE AFFILIATION AGREEMENT

THIS AGREEMENT (the "Agreement") is made and entered into as of the date of the final signature below by and between WALDEN UNIVERSITY, LLC, located at 100 Washington Avenue South, Suite 1210, Minneapolis, MN 55401 ("Walden") and Pinal County Public Health Services District located at 971 N. Jason Lopez Circle, Building D, Florence, AZ 85132 ("Field Site").

RECITALS

WHEREAS, Walden offers undergraduate, graduate, and post-graduate programs in the fields of nursing, social work, counseling, psychology, and interdisciplinary studies (the "Programs") and seeks to partner with field sites for educational field experiences for Walden students (the "Students");

WHEREAS, field experiences shall include the Field Site's student education program conducted at the Field Site ("Field Experience Program");

WHEREAS, the Field Site is willing to make available its educational and professional resources to such Students; and

WHEREAS, Walden and the Field Site mutually desire to contribute to the education and professional growth of Walden Students.

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter set forth it is understood and agreed upon by the parties hereto, as follows:

I. TERM AND TERMINATION

This Agreement shall commence on 10/01/2024 (the "Effective Date") and shall continue for a period of five (5) years (the "Term"). Notwithstanding the foregoing, either party may terminate this Agreement for any reason or no reason, upon thirty (30) calendar days' prior written notice to the other party. In the event of termination or expiration of this Agreement before any participating Student(s) has completed the then-current term, such Student(s) shall be permitted to complete the then-current term subject to the applicable terms of this Agreement, which shall survive until the date of such completion.

II. WALDEN RESPONSIBILITIES

A. Walden shall be responsible for the assignment of Students to the Field Site. Walden agrees to refer to the Field Site only those Students who have completed the prerequisite course of study as determined by Walden.

B. Walden shall provide a field education coordinator (the "Walden Coordinator") who will act as a liaison between Walden and the Field Site and coordinate the Field Experience Program with the Field Site. The Walden Coordinator will be responsible for maintaining communication with the Field Site including, but not limited to:

(1) Confirming any contact information for Students to the Field Site Coordinator, as defined below, prior to the Student assignment; and

(2) Supplying the Field Site with information regarding each Student's current level of academic preparation as may be required by the Field Site.

C. Walden shall provide an instructor (the "Walden Supervisor") who will serve as the academic course instructor and field experience instructor for the educational experience. The Walden Supervisor will have responsibilities including, but not limited to:

(1) Communicating with the Field Site Supervisor relating to each Student's educational experience at the Field Site;

(2) Evaluating student academic and Field Site work relating to the educational experience at the Field Site.

D. Walden shall provide the Field Site with information regarding the particular requirements relating to Field Experience Programs including required hours and supervision requirements.

E. Walden maintains student professional liability insurance with a single limit of no less than Two Million Dollars ($2,000,000) per claim and Four Million Dollars ($4,000,000) annual aggregate and general liability insurance with a single limit of no less than One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) annual aggregate, with umbrella liability coverage in amounts no less than One Million Dollars ($1,000,000). Such general liability insurance policies shall provide additional coverage to Walden's Students. Walden shall provide the Field Site with proof of coverage upon request.

III. FIELD SITE RESPONSIBILITIES

A. When available, the Field Site shall assign a staff member to serve as the coordinator for the Field Experience Program at the Field Site (the "Field Site Coordinator"). The Field Site Coordinator shall be responsible for:

(1) Planning and coordinating the education arrangements between the Field Site, the Students and Walden;

(2) Serving as a liaison between the Field Site and Walden; and

(3) Developing and administering an orientation program for Student which will familiarize the Students with the Field Site and all applicable policies and procedures.

B. The Field Site shall assign a qualified staff member having the appropriate and required credentials to serve as the preceptor or supervisor (the "Field Site Supervisor") for each Student. The Field Site shall provide planned and regularly scheduled opportunities for educational supervision and consultation by the Field Site Supervisor. The Program requires supervision

specifically by the Field Site Supervisor, and such supervision may not be delegated. Field Site Supervisors are responsible for providing, as applicable to the Program, role modeling, direct patient or client supervision, and professional interactions, and sharing expertise and experience. Field Site Supervisors are expected to voice concerns when student behaviors are in question or patient safety is of issue. Field Site Supervisors shall provide instruction and services in accordance with applicable laws and shall educate Students as to the requirements of the applicable laws. The Field Site Supervisor shall work with the Walden Supervisor to review and evaluate the Students in the Field Experience Program.

C. The Field Site shall provide learning experiences for the Students that are planned, organized and administered by qualified staff in accordance with mutually agreed upon educational objectives and guidelines.

D. Where applicable, the Field Site shall provide the Students with an orientation familiarizing students with all applicable State and Federal laws and regulations as they pertain to practice at the Field Site, which may include those pertaining to Standards for Privacy of Individually Identifiable Health Information (the "Privacy Rule") issued under the federal Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), which govern the use and/or disclosure of individually identifiable health information.

E. The Field Site shall ensure that the Students practice within the guidelines of any applicable professional ethics codes. The Field Site shall provide resources to Students for exploring and resolving any ethical conflicts that may arise during field training.

F. The Field Site Supervisor shall complete, with the Walden Supervisor and Student, all written evaluations of the Students' performance according to the timeline established by Walden. Evaluations will be submitted to the Walden Coordinator.

G. The Field Site reserves the right to dismiss at any time any Student whose health condition, conduct or performance is a detriment to the Student's ability to successfully complete the Field Experience Program at the Field Site or jeopardizes the health, safety or well-being of any patients, clients or employees of the Field Site. The Field Site Coordinator or assigned Field Site Supervisor shall promptly notify the Walden Coordinator and/or Walden Supervisor of any problem or difficulty arising with a Student and a discussion shall be held either by telephone or in person to determine the appropriate course of action. The Field Site will, however, have final responsibility and authority to dismiss any Student from the Field Experience Program.

H. If available at the Field Site, the Field Site agrees to provide emergency health care services for Students for illnesses or injury on the same basis as that which is provided to Field Site employees. With the exception of emergency care, the Students are responsible for providing for their own medical care needs. In the event that Field Site does not have the resources to provide such emergency care, Field Site will refer such Students to the nearest emergency facility. Emergency healthcare services are to be at the expense of the student.

I. The Field Site shall ensure adequate workspace for the Students and shall permit the use of instructional resources such as the library, procedure manuals, and client records as

required by the Field Experience Program. Field Site shall provide Students with training on Field Site safety protocols, as applicable, and provide prompt notice to Walden of any situation involving threatened hazards or harm that may adversely impact the health or safety of Students.

J. In the event that Field Site allows students to participate in activities that are conducted virtually outside of the Field Site's facilities, such as allowing virtual visits, telehealth services, or other activities that do not involve in-person interaction, Field Site acknowledges that Walden does not control the performance, reliability, or security of the devices or networks used by students for these activities and Field Site shall be responsible for ensuring that such devices or networks meet Field Site's requirements.

K. The Field Site maintains general and professional liability insurance (or comparable coverage under a program of self-insurance) for itself and its employees with a single limit of no less than One Million Dollars ($1,000,000) per occurrence and Three Million Dollars ($3,000,000) annual aggregate. The Field Site shall provide Walden with proof of coverage upon request.

IV. STUDENT RESPONSIBILITIES

Walden shall inform Students that they are responsible for the following:

A. Students shall provide their own transportation to and from the Field Site as well as any meals or lodging required during the field experience.

B. Students shall agree to abide by the rules, regulations, policies and procedures of the Field Site as provided to the Students by the Field Site during their orientation at the Field Site and shall abide by the requirements of all applicable laws.

C. To the extent applicable, students shall agree to comply with the Standards for Privacy of Individually Identifiable Health Information (the "Privacy Rule") issued under HIPAA, which govern the use and/or disclosure of individually identifiable health information.

D. Students shall arrange for and provide to Field Site any required information including, but not limited to, criminal background checks, health information, verification of certification and/or licensure, insurance information and information relating to participation in federally funded insurance programs. It is incumbent on the Field Site, however, to inform Walden what information is required of the students prior to the beginning of the field experience.

V. MUTUAL RESPONSIBILITIES

A. FERPA. For purposes of this Agreement, pursuant to the Family Educational Rights and Privacy Act of 1974 ("FERPA"), the parties acknowledge and agree that the Field Site has an educational interest in the educational records of the Student participating in the Program to the extent that access to those records is required by the Field Site in order to carry out the Field Experience Program. Field Site and Walden shall only disclose such educational records in compliance with FERPA.

B. HIPAA. The parties agree that, if the Field Site is a covered entity under HIPAA:

(1) to the extent that a Student is participating in the Field Experience Program:

(a) Student shall be considered part of the Field Site's workforce for HIPAA compliance purposes in accordance with 45 CFR §160.103, but shall not otherwise be construed to be employees of the Field Site;

(b) Student shall receive training by the Field Site on, and subject to compliance with, all of Field Site's privacy policies adopted pursuant to HIPAA; and

(c) Student shall not disclose any Protected Health Information, as that term is defined by 45 CFR §160.103, to which a Student has access through Field Experience Program participation that has not first been de-identified as provided in 45 CFR §164.514(a);

(2) Walden will never access or request to access any Protected Health Information held or collected by or on behalf of the Field Site that has not first been de-identified as provided in 45 CFR §164.514(a); and

(3) No services are being provided to the Field Site by Walden pursuant to this Agreement and therefore this Agreement does not create a "business associate" relationship as that term is defined in 45 CFR §160.103.

C. The Field Site and Walden will promote a coordinated effort by evaluating the Field Experience Program annually, planning for its continuous improvement, making such changes as are deemed advisable and discussing problems as they arise concerning this affiliation.

D. The parties agree that Students participating in the Field Experience Program are at all times acting as independent contractors and that Students are not and will not be considered employees of the Field Site or any of its subsidiaries or affiliates by virtue of a Student's participation in the Field Experience Program and shall not as a result of Student's participation in the Field Experience Program, be entitled to compensation, remuneration or benefits of any kind. Notwithstanding the above, Field Site affirms that it will comply with all local wage and labor laws that may be applicable to this Agreement, and Walden agrees to provide information that Field Site may require for such compliance.

E. The Field Site and Walden agree that Students will have equal access to their respective programs and facilities without regard for gender identity, race, color, sex, age, religion or creed, marital status, disability, national or ethnic origin, socioeconomic status, veteran status, sexual orientation or other legally protected status. Field Site and Walden will comply with all applicable non-discrimination laws in providing services hereunder.

F. Field Site represents that it has policies in place that are consistent with applicable laws to prevent and report instances of sexual harassment, sexual discrimination, and sexual misconduct and it will comply with these policies during its participation in the Field Experience Program. In the event that Field Site does not have such policies in place, it shall abide by Walden's

Code of Conduct located at https://www.waldenu.edu/legal/student-safety-title-ix with regard to Walden's Students.

G. The parties understand that Walden is an online institution; therefore, there will be no on-site faculty presence from Walden on Field Site premises. Notwithstanding the foregoing, the Field Site agrees that it will allow representatives of the Walden and/or agencies responsible for approval of the Field Sites for the Field Experience Program or accreditation of the applicable Program curriculum to conduct visits to Field Site premises, in-person or virtually.

H. Field Site agrees to notify Walden of any internal or external allegations or reports of misconduct pertaining to a Student's participation in the Field Experience Program, including but not limited to sexual harassment complaints and ethic investigations, and provide the contact information of the individual responsible for Field Site's investigations. In the event a Student notifies the Walden of sexual misconduct by the Field Site, the Field Site Supervisor, an agent or employee of the Field Site, or another Student in the program, pursuant to Title IX of the Education Amendments of 1972 ("Title IX"), Walden will investigate and the parties will make reasonable efforts to cooperate with the investigation. The parties agree to meet and confer regarding any investigations including but not limited to on-site investigations pertaining to any Student(s), Field Site Supervisor(s), agents, or employees of the Field Site.

I. The terms and conditions of this Agreement may be amended by written instrument executed by both parties.

J. This Agreement is nonexclusive. The Field Site and Walden reserve the right to enter into similar agreements with other institutions.

K. This Agreement shall be governed by the laws of the State of Arizona.

L. Any notice required hereunder shall be sent by certified or registered mail, return receipt requested and shall be deemed given upon deposit thereof in the U.S. mail (postage prepaid). Notices to Walden shall be sent to the Walden Coordinator at Walden University, LLC; 100 Washington Avenue South, Suite 1210; Minneapolis, MN 55401; with a copy to: Adtalem Global Education Inc., 500 W. Monroe Street, Suite 28, Chicago, IL 60661, Attn: General Counsel. Notices to Field Site shall be sent to Pinal County Public Health Services District at Pinal County Public Health, P.O. Box 2945, Florence, AZ 85132, Attn: Internship Coordinator.

M. Each party agrees to indemnify, defend, and hold harmless the other from all losses or liabilities resulting from the negligence or willful misconduct of the indemnifying party and/or its employees or agents arising under this Agreement, except to the extent such losses or liabilities are caused by the indemnified party's negligence or willful misconduct.

N. This Agreement sets forth the entire understanding of the parties hereto and supersedes any and all prior agreements, arrangements and understandings, oral or written, of any nature whatsoever, between the parties with respect to the subject matter hereof. This Agreement and any amendments hereto may be executed in counterparts and all such counterparts taken together shall be deemed to constitute one and the same instrument. The parties agree that delivery

of an executed counterpart signature hereof by facsimile transmission, or in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing the original signature.

O. Each person signing this Agreement on behalf of a party represents to the other party that the execution and performance of this Agreement is duly authorized to sign this Agreement on behalf of the party and that this Agreement constitutes a valid and binding agreement of such party, enforceable according to its terms.

P. This Agreement will be binding upon and inure to the benefit of each of the parties, their successors, and assigns. Neither party may assign this Agreement or assign its rights or delegate its duties hereunder without the prior written consent of the other party (except in connection with a merger, sale of all or substantially all of a party's assets, or other form of corporate reorganization of that party) and any purported assignment in violation of this Section will be without force or effect.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement, effective the date first above written:

WALDEN UNIVERSITY, LLC	FIELD SITE
By: Signed by: C82CA17E526948D... (signature)	By: _____ (signature)
Name: Nina A. Nabors (Print name)	Name: _____ (Print name)
Title: Vice Provost	Title: _____
Date: Oct 9, 2024	Date: _____

PINAL COUNTY
WIDE OPEN OPPORTUNITY

AGENDA ITEM

October 30, 2024 ADMINISTRATION BUILDING A
FLORENCE, ARIZONA

REQUESTED BY:

Funds #: 82

Dept. #: 359

Dept. Name: PUBLIC HEALTH

Director: MERISSA MENDOZA

BRIEF DESCRIPTION OF AGENDA ITEM AND REQUESTED BOARD ACTION:

Discussion/approval/disapproval of Amendment No. 1 of Award Agreement No. CTR067928 under the Special Supplemental Nutrition Program for Women, Infant and Children (WIC) and Breastfeeding Peer Counseling (BFPC) Program between the Arizona Department of Health Services and Pinal County, through the Pinal County Board of Supervisors beginning October 1, 2023, ending September 30, 2028. The total amount of the award agreement for October 1, 2024, through September 30, 2025, will not exceed $1,735,478. This breaks down as follows: $1,641,024 for WIC, $94,454 for BFPC. The funding is included in the current budget and was appropriated to this program. (Steven Ortiz/Merissa Mendoza)

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

There is no impact on the General Fund.

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

The overall goal of all USDA Nutrition programs is to improve the health status of eligible participants through the adoption of healthy behavioral lifestyle changes and to help prevent the occurrence of health problems.

MOTION:

Approve as presented.

History

Time	Who	Approval
10/9/2024 2:22 PM	County Attorney	Yes
10/9/2024 3:20 PM	Grants/Hearings	Yes
10/9/2024 4:29 PM	Budget Office	Yes
10/22/2024 9:04 AM	County Manager	Yes
10/22/2024 11:20 AM	Clerk of the Board	Yes

ATTACHMENTS:

Click to download
BOS Grant Request
CTR067928 A1
CTR067928 Original Contract

PINAL COUNTY
WIDE OPEN OPPORTUNITY

Board of Supervisors Grant Request

Board of Supervisors meeting date: October 30, 2024

Department seeking grant: Public Health Services District

Name of Granting Agency: ADHS

Name of Grant Program: WIC & BFPC Services

Project Name: WIC & BFPC Services

Amount requested: $1,641,024.00

Match amount, if applicable: N/A

Application due date: N/A

Anticipated award date/fiscal year: October 1, 2024 to September 30, 2025

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

Applicable Supervisor District: All

Brief description of project:
The overall goal of all USDA Nutrition programs is to improve the health status of eligible participants through the adoption of healthy behavioral lifestyle changes and to help prevent the occurrence of health problems.

Approval received per Policy 8.20: ✔ OnBase Grant #: 2023-1112

Please select one:

- [✔] Discussion/Approve/Disapproval consent item
- [ ] New item requiring discussion/action
- [ ] Public Hearing required

Please select all that apply:

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

	INTERGOVERNMENTAL AGREEMENT (IGA) **Amendment**	**ARIZONA DEPARTMENT OF HEALTH SERVICES** 150 18th Ave Suite 530 Phoenix, Arizona 85007
Contract No.: **CTR067928**	IGA Amendment No.: One (1)	Procurement Officer **Kailee Gray**

WIC AND BFPC SERVICES

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 revision is made under this Amendment One (1):

   1.1. The Price Sheet is hereby revised and replaced.

   1.2. Exhibit A – 2 CFR 200.332 is revised and replaced.

   1.3. Exhibit B – 2 CFR 200.332 is revised and replaced.

ALL CHANGES ARE REFLECTED IN RED

All other provisions of this agreement remain unchanged.

Pinal County Public Health Department Contractor Name:	Authorized Signature
971 North Jason Lopez Circle, Building D Address:	Print Name
Florence **AZ** **85132** City State Zip	Title

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.: **CTR067928**, 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 18th Ave Suite 530 Phoenix, Arizona 85007
	Contract No.: **CTR067928**	IGA Amendment No.: One (1)	Procurement Officer **Kailee Gray**

PRICE SHEET

October 1, 2024 to September 30, 2025

Agency Name: Pinal County

Cost Reimbursement Line Item Budget

WIC Services

Federal Award Date: October 1, 2024
CFDA number and name: 10.557 Special Supplemental Nutrition Program for Women, Infants, and Children

WIC Services Account Classification	Amount
Personnel Expenses	**$1,104,217.00**
Employee Related Expenses	**$331,265.00**
Professional & Outside Services	**$14,400.00**
Travel Expense	**$53,768.00**
Occupancy Expenses	**$0.00**
Other Operating Expenses	**$55,774.00**
Capital Outlay Expenses	**$0.00**
Indirect Costs* (10%)	**$81,600.00**
Total	**$1,641,024.00**

Breastfeeding Peer Counseling Services

Federal Award Date: October 1, 2024
CFDA number and name: 10.557 Special Supplemental Nutrition Program for Women, Infants, and Children

Breastfeeding Peer Counseling Services Account Classification	Amount
Personnel Expenses	**$69,800.00**
Employee Related Expenses	**$20,940.00**
Professional & Outside Services	**$0.00**
Travel Expense	**$1,932.00**
Occupancy Expenses	**$0.00**
Other Operating Expenses	**$1,782.00**
Capital Outlay Expenses	**$0.00**
Indirect Costs* (0%)	**$0.00**
Total	**$94,454.00**

	INTERGOVERNMENTAL AGREEMENT (IGA) Amendment		ARIZONA DEPARTMENT OF HEALTH SERVICES 150 18th Ave Suite 530 Phoenix, Arizona 85007
	Contract No.: **CTR067928**	IGA Amendment No.: One (1)	Procurement Officer **Kailee Gray**

Additional Terms and Conditions:

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 funded line items. Transfers of funds are only allowed between funded line items. Transfers exceeding ten percent (10%) or to a non-funded line item shall require an amendment.

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

*Indicated indirect rate calculation

Additional WIC Program:

Should additional administrative monies become available through state or federal grants, ADHS may increase the purchase order to increase the number of participants served and increase the total of this contract.

The assigned caseload for FFY 2025 is: 7,700

	INTERGOVERNMENTAL AGREEMENT (IGA) **Amendment**		**ARIZONA DEPARTMENT OF HEALTH SERVICES** 150 18th Ave Suite 530 Phoenix, Arizona 85007
	Contract No.: **CTR067928**	IGA Amendment No.: One (1)	Procurement Officer **Kailee Gray**

Exhibit A - 2 CFR 200.332

Exhibit - 2 CFR 200.332 **§ 200.332** **Requirements for pass-through entities. All pass-through entities must:**	
(a) Ensure that every subaward is clearly identified to the subrecipient as a subaward and includes the following information at the time of the subaward and if any of these data elements change, include the changes in subsequent subaward modification. When some of this information is not available, the pass-through entity must provide the best information available to describe the Federal award and subaward.	
Prime Awardee:	**Arizona Department of Health Services**
UEI#	**QMWUG1AMYF65**
Federal Award Identification (Grant Number):	216AZ008W1003
Subrecipient name (which must match the name associated with its unique entity identifier):	Pinal County
Subrecipient's unique entity identifier (DUNS #):	74447095
Federal Award Identification Number (FAIN, sometimes it's the same as the Grant Number):	216AZ008W1003
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;	10/1/2024
Subaward Period of Performance Start and End Date;	10/01/2024-9/30/2025
Subaward Budget Period Start and End Date:	10/01/2024-9/30/2025
Amount of Federal Funds Obligated by this action by the pass- through entity to the subrecipient (this is normally the contract amount):	$1,641,024.00
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):	$1,641,024.00
Total Amount of the Federal Award committed to the subrecipient by the pass-through entity	$1,641,024.00
Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA)	Arizona local implementation of the WIC Special Supplemental Nutrition Program for Women, Infants, and Children
Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity	United States Department of Agriculture, FNS Southwest Regional Office, Food and Nutrition Service, 1100 Commerce Street Room

	522, Dallas, TX 75242-9980, Telephone: (214) 290-9810
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:	10.557 WIC Special Supplemental Nutrition Program for Women, Infants, and Children
Identification of whether the award is R&D	Not R&D award
Indirect cost rate for the Federal award (including the de minimis rate is charged) per § 200.414	10%

	INTERGOVERNMENTAL AGREEMENT (IGA) **Amendment**	**ARIZONA DEPARTMENT OF HEALTH SERVICES** 150 18th Ave Suite 530 Phoenix, Arizona 85007
	Contract No.: **CTR067928** / IGA Amendment No.: One (1)	Procurement Officer **Kailee Gray**

Exhibit B - 2 CFR 200.332

Exhibit - 2 CFR 200.332 **§ 200.332** **Requirements for pass-through entities. All pass-through entities must:**	
(a) Ensure that every subaward is clearly identified to the subrecipient as a subaward and includes the following information at the time of the subaward and if any of these data elements change, include the changes in subsequent subaward modification. When some of this information is not available, the pass-through entity must provide the best information available to describe the Federal award and subaward.	
Prime Awardee:	**Arizona Department of Health Services**
UEI#	**QMWUG1AMYF65**
Federal Award Identification (Grant Number):	216AZ008W1003
Subrecipient name (which must match the name associated with its unique entity identifier):	Pima County Health Department
Subrecipient's unique entity identifier (DUNS #):	74447095
Federal Award Identification Number (FAIN, sometimes it's the same as the Grant Number):	216AZ008W1003
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;	10/1/2024
Subaward Period of Performance Start and End Date;	10/01/2024-9/30/2025
Subaward Budget Period Start and End Date:	10/01/2024-9/30/2025
Amount of Federal Funds Obligated by this action by the pass- through entity to the subrecipient (this is normally the contract amount):	$94,454.00
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):	$94,454.00
Total Amount of the Federal Award committed to the subrecipient by the pass-through entity	$94,454.00
Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA)	Arizona local implementation of the Breastfeeding and Peer Counseling Program
Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity	United States Department of Agriculture, FNS Southwest Regional Office, Food and Nutrition Service, 1100 Commerce Street Room

	522, Dallas, TX 75242-9980, Telephone: (214) 290-9810
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:	10.557 WIC Special Supplemental Nutrition Program for Women, Infants, and Children
Identification of whether the award is R&D	Not R&D award
Indirect cost rate for the Federal award (including the de minimis rate is charged) per § 200.414	0%

INTERGOVERNMENTAL AGREEMENT (IGA)

Contract No.: CTR067928

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

Procurement Officer
Josh Griffin

Project Title: WIC AND BFPC SERVICES

Begin Date: October 1, 2023

Geographic Service Area: STATE OF ARIZONA

Termination Date: September 30, 2028

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

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

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

Arizona Transaction (Sales) Privilege: _____

Federal Employer Identification No.: _____

Tax License No.: _____

Contractor Pinal County
971 North Jason Lopez Circle, Florence, AZ 85132

FOR CLARIFICATION, CONTACT:

Name:

Phone:

FAX No:

E-mail: .

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

Jeff Serdy 11/01/2023

Signature of Person Authorized to Sign Date

Jeff Serdy, Chairman

Print Name and Title

This Contract shall henceforth be referred to as Contract No. CTR067928 The Contractor is hereby cautioned not to commence any billable work or provide any material, service or construction under this Contract until Contractor receives a fully executed copy of the Contract.

State of Arizona

Signed this _____ day of _____, 202_

Kristine Newton

Digitally signed by Kristine Newton
Date: 2023.11.08 12:53:42 -07'00'

Procurement Officer

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

Signature of Person Authorized to Sign Date

Anne Froedge 10-25-23

Print Name and Title

Anne Froedge, Deputy County Attorney

Contract, No. CTR067928, is an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952 by the undersigned Assistant Attorney General, who has determined that it is in the proper form and is within the powers granted under the laws of the State of Arizona to those parties to the Agreement represented by the Attorney General.

The Attorney General, BY:

Elise Phalen

Digitally signed by Elise Phalen
DN: cn=Elise Phalen, o=Arizona Attorney General's Office, ou, email=elise.phalen@azag.gov, c=US
Date: 2023.11.07 16:07:09 -07'00'

Signature **Date**

Assistant Attorney General:

1. Definition of Terms:

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

1.1 "Attachment" means any item in the Contract which requires the Contractor to submit as part of the Offer.

1.2 "Contract" means the combination of the Contract documents, including the Terms and Conditions, and the Specifications and Statement or Scope of Work; and any 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 Contract 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.

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. Terms and Conditions,

3.3.2. Statement or Scope of Work,

3.3.3. Specifications,

3.3.4. Attachments,

3.3.5. Exhibits, then

3.3.6. Any other documents referenced or included in the Contract including, but not limited to, any documents that do not fall into one (1) 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; and

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 (5) years. However, if the original Contract period is for less than five (5) 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 (5) years. If the State exercises such rights, all terms, conditions and provisions of the original Contract shall remain the same and apply during the renewal period with the exception of price and Scope of Work, which may be renegotiated;

4.3 New Budget Term. If a budget term has been completed in a multi-term Contract, the parties may agree to change the amount and type of funding to accommodate new circumstances in the next budget term. Any increase or decrease in funding at the time of the new budget term shall coincide with a change in the Scope of Work or change in cost of services as approved by the Arizona Department of Health Services;

4.4 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 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;

4.5 Non-Discrimination. The Contractor shall comply with State Executive Order Nos. 2023-09, 2023-01, 2009-09, and any and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act. Contractor shall include these provisions in contracts with Subcontractors when required by Federal or State law;

4.6 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;

4.7 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;

4.8 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;

4.9 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;

4.10 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;

4.11 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 of them;

4.12 Ownership of Intellectual Property:

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

4.12.2 "Government Purpose Rights" are:

4.12.2.1 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;

4.12.2.2 the right to release or disclose that work product to third parties for any State government purpose; and

4.12.2.3 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.

4.12.3 "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,

4.12.4 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,

4.12.5 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:

4.12.5.1 any derivative works of such pre-existing Materials or elements thereof that are created pursuant to the Contract are part of that work product;

4.12.5.2 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

4.12.5.3 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.

4.12.6 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.

4.13 Property of the State. If there are any materials that are not covered by Section 4.9 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;

4.14 Federal Immigration and Nationality Act. Contractor shall comply with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the Contract. Further, 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;

4.15 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;

4.16 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;

4.17 Certifications Required by State Law:

4.17.1 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, and

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

4.18 Protection of State Cybersecurity Interests. The Contractor shall comply with State Executive Order No. 2023-10, which includes, but is not limited to, a prohibition against (a) downloading and installing of TikTok on all State-owned and State-leased information technology; and (b) accessing TikTok through State information technology.

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, and

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.

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; and

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 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, and

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 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, and

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 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 acceptance of the Materials or Services.

8.4. Inspection/Testing. The warranties set forth in this Section 8 [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 6.3. [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 7.4 [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,

8.10.3. A request from the State related to this paragraph 8.10 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, and

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, and

8.11.2. Exception. This paragraph 8.11 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; and

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, and

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 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, and

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; and

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 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; and

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, and

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).

13. Communication

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

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; and

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

18. 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; and

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.fsrs.gov/

If applicable, the subrecipient or sub-awardee is required to abide by the Federal Funding Accountability and Transparency Act (FFATA or Transparency Act – P.L. 109-282, as amended by section 6202(a) of P.L. 110-252), found at https://www.fsrs.gov/. The associated Grant Reporting Certification Form and completion instructions will be sent to the subrecipient from ADHS Program(s) responsible for the specific contract. The subrecipient or sub-awardee must return the completed form to ADHS Program(s) by the 15th of the month following that in which the award was received. Failure to complete a required Grant Reporting Certification Form may result in loss of funding.

21. 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 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

23. 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 or 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.

24. Americans With Disabilities Act of 1990.

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

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

25. 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.

25.1. 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;

25.2. 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;

25.3. 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;

25.4. 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 (1) Federal award; a Federal award and non-Federal award; an indirect cost activity and a direct cost activity; two (2) 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;

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

25.6. 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;

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

25.8. 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;

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

25.10. 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;

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

25.12. 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;

25.13. 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;

25.14. 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;

25.15. 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 (9) months after the entities fiscal year-end at the attached **Link**: https://harvester.census.gov/facweb/default.aspx/;

25.16. 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;

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

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

25.18. 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;

25.19. 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;

25.20. 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; and

25.21. 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.

26. 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 530, Phoenix, Arizona 85007.

1. Background

The Arizona Department of Health Services (ADHS) Bureau of Nutrition and Physical Activity (BNPA) administers funds provided by the United States Department of Agriculture (USDA) for the operation of the Special Supplemental Nutrition Program for Women, Infants and Children (WIC) and Breastfeeding Peer Counseling Program (BFPC) for the State of Arizona. The USDA nutrition programs are discretionary, and each provides a specific service to women, infants, and children who are low income and at nutritional risk. The overall goal of all the USDA Nutrition Programs is to increase food security and reduce hunger by providing eligible participants access to nourishing food and supportive nutrition education.

1.1. WIC Nutrition Services:

1.1.1. The WIC Program accomplishes this goal by providing participant-centered services (PCS) including nutrition and breastfeeding information and support, specific supplemental healthy foods through the issuance of food benefits that can be used at ADHS-approved grocery stores, and referrals to other health and human services as an adjunct to good health care during critical times of growth and development. Service population eligibility for the WIC Program is based upon federal regulations such as participant category (pregnant and breastfeeding women, postpartum women, and infants or children under five (5) years of age), a household income at or below 185% of federal poverty guidelines, residence within the service area, and nutrition risks,

1.1.2. To be considered as a WIC Local Agency, the organization must be a local public or private non-profit organization, county health department, or tribal entity under contract with ADHS to provide WIC services according to the WIC Program federal regulations and state policies and procedures. The State awards a WIC Contract based on the ability of the organization to provide WIC services, potentially eligible population, need, response to the Scope of Work, information technology capacity, and available funds. The State determines and awards the WIC Contract amount based on a funding formula using several factors such as a base level for a program to function, the amount of caseload negotiated with each Local Agency, and quality of performance, and

1.1.3. Specific objectives for nutrition services (based on Healthy People 2030) are:

1.1.3.1. To increase the incidence of women initiating breastfeeding;

1.1.3.2. To increase the duration of women breastfeeding for the first six (6) months of their baby's life;

1.1.3.3. To increase the duration of women breastfeeding for the first one (1) year of their baby's life;

1.1.3.4. To increase the rate infants are exclusively breastfed at three (3) months and at six (6) months;

1.1.3.5. To reduce the proportion of adults who are considered obese;

1.1.3.6. To reduce the proportion of children ages two (2) to five (5) who are considered obese;

1.1.3.7. To increase the consumption and variety of fruits and vegetables by those age two (2) and older;

1.1.3.8. To increase the consumption of whole grains by those age two (2) and older; and

1.1.3.9. To reduce household food insecurity and hunger.

1.2. BFPC:

1.2.1. Breastfeeding peer counselors add a critical dimension to WIC's efforts to help women initiate and continue breastfeeding. WIC breastfeeding peer counselors provide a valuable service to their communities, addressing barriers to breastfeeding by offering breastfeeding education, support, and role modeling. They are familiar with the resources available to WIC participants and the questions a new breastfeeding mother may ask, and recognize when to refer mothers to other resources when issues outside their scope of practice arise. In 2020 the USDA Food and Nutrition Service (FNS) released their new national breastfeeding campaign titled WIC Breastfeeding Support: Learn Together. Grow Together. As a part of this, FNS has developed training and technical assistance to equip WIC Programs with a framework for designing and maintaining peer counseling programs. Developing this training included formative research to understand barriers and motivators to implementing and sustaining peer counseling programs and develop training curricula. This Peer Counseling Training for WIC Managers, which is a training and technical assistance project that will be used as a model to aid WIC in designing, building, maintaining, and sustaining peer counseling programs that will improve breastfeeding initiation and duration rates. Arizona will be using this program to guide and develop the state peer counseling program,

1.2.2. The discretionary peer counseling services are considered an adjunct support to WIC breastfeeding services to help achieve the WIC Nutrition Services objectives regarding breastfeeding, and

1.2.3. Peer counseling has been a significant factor in improving initiation and duration rates of breastfeeding among women in a variety of settings, including disadvantaged and WIC populations representing diverse cultural backgrounds and geographical locations. Peer counselors are especially effective in communities where role models for breastfeeding behaviors, knowledgeable health care providers, and cultural practices that include breastfeeding as the norm, are scarce. Combining peer counseling with the ongoing WIC breastfeeding promotion and support efforts has the potential to significantly impact breastfeeding rates among WIC participants, and most significantly, increase the harder to achieve breastfeeding duration rates. WIC Local Agencies are strongly encouraged to provide peer counseling services in addition to the ongoing breastfeeding support to their WIC participants. Contractors must provide a breastfeeding friendly environment and have policies to accommodate participants and staff who are breastfeeding.

2. Objective

2.1 At a minimum, provide WIC services while allowing each Local Agency to provide, at their discretion, Breastfeeding Peer Counseling Services.

2.2 In the event the Arizona WIC Program funding is depleted (e.g. government shutdown) the Contractor may request permission to continue operating their program utilizing local funds. The Contractor shall contact the Arizona WIC Director to discuss the feasibility of sustaining clinic operations and participant food redemption at authorized vendor locations. The Contractor may transfer funds to ADHS to ensure continued operation.

2.3 Additional monies may be awarded under this contract for WIC Special Projects related to, but not limited to general infrastructure, breastfeeding promotion, nutrition services, information system enhancement efforts and client retention efforts.

3. Scope of Service

3.1. WIC Services:

The WIC Program Contractor shall perform all the work required to administer and provide WIC services to eligible participants according to the Arizona WIC Program Policies and Procedures Manual (WIC PPM). These include, but are not limited to, the following activities:

3.1.1. Perform WIC certification procedures such as categorical and income screening and health and nutrition assessments,

3.1.2. Provide participant centered nutrition and breastfeeding support services to WIC participants,

3.1.3. Provide the mandatory and appropriate additional referrals reflecting the needs of the individual WIC participants,

3.1.4. Issue WIC food benefits tailored to meet the needs of the participants,

3.1.5. Ensure the collection and recording of accurate information,

3.1.6. Provide professional training, mentoring and monitoring of WIC staff competencies necessary for delivery of required services,

3.1.7. Provide administrative functions for operation of the WIC Program, and

3.1.8. Prepare and submit all required plans/reports in accordance with this contract and the WIC PPM.

3.2. BFPC Services:

3.2.1. WIC BFPC Contractors shall perform all the work required to administer and provide additional breastfeeding support services to WIC mothers following the USDA WIC Breastfeeding Curriculum guidelines for peer counseling services and according to the Contractor's proposal in order to increase the breastfeeding rate and duration of breastfeeding, and

3.2.2. Provide supervision, mentoring, monitoring, and evaluation of peer counselors, when appropriate.

4. Tasks

The Contractor shall:

4.1. WIC Services Outreach, Retention, and Referrals:

4.1.1. Conduct outreach activities targeting underserved populations by developing written and verbal presentations, or utilizing available materials, and/or promoting WIC on social media platforms to inform potentially WIC eligible individuals of the availability of the WIC Program and to explain the benefits of participation in accordance with the WIC PPM and this Contract,

4.1.2. Conduct retention activities to maintain and increase the participation of current WIC enrollees,

4.1.3. Establish community partnerships with, at a minimum, the mandatory referral agencies, local hospitals, OB/GYN and pediatricians offices, and provide regular contacts in accordance with the WIC PPM and this Contract,

4.1.4. Establish community partnerships with community organizations such as food banks, human and social services, school districts, etc. in accordance with the WIC PPM and this Contract, and

4.1.5. Establish a referral system with breastfeeding/lactation specialists, including, but not limited to, International Board-Certified Lactation Consultants (IBCLC), Certified Lactation Counselors (CLC), Certified Breastfeeding Counselors (CBC), and Certified Lactation Educators (CLE) in accordance with the WIC PPM and this Contract.

4.2. Additional BFPC Outreach Tasks:

4.2.1. Develop and document an internal referral link between the WIC Program and WIC Peer Counseling Program, when applicable. Interactions between the WIC Program and WIC Peer Counseling Program shall occur at least monthly and may be in the form of site visits from Peer Counselors, participation of Peer Counselors in WIC clinic meetings, and/or additional training for WIC clinic staff and Peer Counselors.

4.3. Participant Records:

4.3.1. Document in Health and Nutrition Delivery System (HANDS) and maintain documentation of participant centered certification and administrative procedures as described in the WIC PPM, including, but not limited to, the following:

4.3.1.1. Eligibility and ineligibility determinations;

4.3.1.2. Nutrition assessments;

4.3.1.3. Nutrition and breastfeeding education and support;

4.3.1.4. Nutrition and breastfeeding counseling;

4.3.1.5. Facilitate behavioral goal setting;

4.3.1.6. Appropriate referrals;

4.3.1.7. Program fraud; and

4.3.1.8. Food Benefit issuances.

4.3.2. Maintain inventory and accountability records, as set forth in the WIC PPM for Electronic Benefits Transfer WIC (eWIC) cards,

4.3.3. Maintain records in accordance with the PPM,

4.3.4. Assure participant confidentiality by obtaining written permission from affected program participant(s) prior to the release of participant information to any agency. The Contractor shall have a written agreement, completed in accordance with 7 CFR (Code of Federal Regulations) 246.26(h)(3), and the Arizona WIC Policy and Procedure Manual, with any agency or program that will share participant information. The above federal regulation details the implementation of a written agreement and state plan to regulate use and disclosure of confidential applicant and participant information,

4.3.5. Staff shall only access the WIC Computer Data System and client files for business related reasons,

4.3.6. Ensure paper files containing confidential participant information are stored in a secure location in the clinic, archived when appropriate, and destroyed according to the retention schedule. All files should be destroyed in an appropriate manner,

4.3.7. The Local Agency shall notify the State Agency immediately by telephone call and email upon the discovery of a breach of a participant's confidentiality,

4.3.8. Local Agency shall immediately investigate such security incident, breach, or unauthorized use or disclosure of participant information. These investigations shall include:

4.3.8.1. What data elements were involved and the extent of the data involved in the breach;

4.3.8.2. A description of the unauthorized person(s) known or reasonably believed to have improperly used or disclosed the protected information;

4.3.8.3. A description of where the protected information is believed to have been improperly transmitted, sent, or utilized;

4.3.8.4. A description of the probable causes of the improper use or disclosure; and

4.3.8.5. Whether Arizona Revised Statutes (A.R.S) § 18-545 or any other federal or state laws requiring individual notifications of breaches are triggered.

4.3.9. The Local Agency shall provide a written report of the investigation to the Chief of the BNPA/WIC Director and Program Integrity Manager within ten (10) working days of the discovery of the breach or unauthorized use or disclosure. The report shall include the information specified above, as well as a full, detailed corrective action plan, including information on measures that were taken to halt and/or contain the improper use or disclosure, and

4.3.10. The Local Agency shall notify individuals of the breach or unauthorized use or disclosure when notification is required under state or federal law and shall pay any costs of such notifications, as well as any costs associated with the breach using non-WIC funds. The Chief of the BNPA/WIC Director, Program Integrity Manager, and Assistant Attorney General shall approve the time, manner and content of any such notifications. The Local Agency shall arrange and pay for any mitigation (e.g. LifeLock) for participants at risk for identity theft because of breach of security of information.

4.4. Service Delivery and Program Rules:

4.4.1. Determine eligibility of persons requesting WIC services by screening individuals in accordance with procedures set forth in the WIC PPM.

4.4.2. Eligible program participants shall include the following categories whose household income does not exceed 185% of the current designated federal poverty guidelines, who have a nutritional risk as defined in the WIC PPM, and reside in Arizona as defined by the WIC PPM:

4.4.2.1. Pregnant women, breastfeeding women up to twelve (12) months post-partum, and non-breastfeeding women up to six (6) months following the end of a pregnancy;

4.4.2.2. Infants from birth to age one (1); and

4.4.2.3. Children from age one (1) year up to five (5) years.

4.4.3. Provide complete nutrition assessment and document results and follow-up as outlined in chapter two (2) and seven (7) of the Arizona WIC Policy and Procedure Manual,

4.4.4. Provide participant-centered nutrition education to participants and appropriately utilize materials provided by the State,

4.4.5. Facilitate goal setting for behavioral change and follow-up on goals set,

4.4.6. Promote breastfeeding to WIC participants and provide breastfeeding education and support, and refer to and promote the Breastfeeding Peer Counseling Program, when appropriate,

4.4.7. Prescribe and tailor a food package appropriate to the participant's nutritional risk(s), the amount of formula consumed, and cultural preferences and issue food benefits as set forth in the WIC PPM,

4.4.8. Provide program participants with information about available health and social services to which the participant could be referred. The participant shall be provided with written information regarding community services and referrals in accordance with the WIC PPM and Local Agency referral procedures,

4.4.9. Coordinate WIC Services with other health and social services available within the service area, including but not limited to immunizations, voter registration, and breastfeeding support,

4.4.10. Provide information, check for understanding, and document instruction to participants on program rules, regulations, WIC approved foods, use of eWIC cards, and food benefit use and redemption. The program instruction shall be documented in the participant's record as set forth in the WIC PPM, and

4.4.11. Consider the impact of scheduling practices, hours of operation, and clinic closures on caseload and WIC applicants' access to services.

4.5. Additional BFPC Service Delivery Tasks:

4.5.1. Accept referrals generated from calls to the ADHS Pregnancy and Breastfeeding Hotline into the Peer Counseling Program, and

4.5.2. Provide peer counseling services, when appropriate. Services shall be made available outside of usual clinic hours and outside of the WIC clinic, but may also be available during usual clinic hours and in the WIC clinic.

4.6. Participant Centered Nutrition Education:

4.6.1. Provide and document participant-centered nutrition education to all WIC adult participants, and to parents or caretakers of participants according to the guidelines of the State Nutrition Services Plans. Nutrition education contacts shall be made available quarterly to all adult participants and the Authorized Representatives of infant and child participants certified. Nutrition education contacts shall be scheduled on a periodic basis by the local agency, but such contacts do not necessarily need to take place in each quarter of the certification period,

4.6.2. Provide and document professional supervision, mentoring and monitoring of staff at the clinic level on a regular basis, in accordance with Local Agency Self-Assessment requirements and as often as necessary, to ensure competence,

4.6.3. Offer, as often as necessary, high- and medium-risk nutrition education/counseling by a Registered Dietitian Nutritionist (RDN) to all participants deemed high-risk upon assessment. As defined in the WIC PPM Local Agencies may designate a Bachelor's degree nutritionist or Nutrition and Dietetic

Technicians, registered to serve as a WIC Nutritionist to provide medium-risk counseling to participants under the supervision of the RDN,

4.6.4. Expend a minimum of seven percent (7%) of the total amount the Contractor receives for provision of WIC services each contract year on salary, employee related expenses, travel expenses, continuing education, and training for one or more Registered Dietitian Nutritionists (RDN) providing high risk services. The agency may pay another Arizona WIC Local Agency or RDN contractor for RDN services as approved by the State WIC Director or the State WIC Director's designee. If the seven percent (7%) of the total amount the Contractor receives for provision of WIC services is not expended for employee related expenses, travel expenses, continuing education, and training expenses for RDNs, ADHS may request the Contractor to return an amount equal to the difference between the seven percent (7%) of the total amount the Contractor receives for provision of WIC services and the actual amount expended,

4.6.5. Expend for nutrition education activities an aggregate amount that is not less than the sum of one-sixth (1/6) of the amount the Contractor receives for provision of WIC services each contract year. If the one- sixth (1/6) amount is not expended for nutrition education activities, ADHS may request the Contractor to return an amount equal to the difference between the one-sixth (1/6) requirement and the actual amount expended if ADHS must pay a penalty to the Federal Government,

Costs that can be applied to meet the one-sixth (1/6) requirement for nutrition education include:

4.6.5.1. Salary and other costs for time spent on nutrition education, whether with an individual or group;

4.6.5.2. The cost of procuring and producing nutrition education materials;

4.6.5.3. The cost of training nutrition educators, including costs related to conducting training sessions and purchasing and producing training materials;

4.6.5.4. The cost of conducting participant evaluations of nutrition education, nutrition assessments and observations;

4.6.5.5. Breastfeeding Promotion Costs in excess of the targeted amount, currently four percent (4%) of NSA expenditures, may be added to other Nutrition Education costs to meet the one-sixth (1/6) of NSA expenditures target for other Nutrition Education; and

4.6.5.6. Other ADHS-approved costs.

4.6.6. Coordinate nutrition education activities and messages. Wherever possible, the Contractor shall utilize USDA and/or AZ Health Zone materials and messages to ensure common nutrition messages, and

4.6.7. Provide documentation that a minimum of four percent (4%) of the annual WIC expenditures have been used to support breastfeeding promotion and education. If the four percent (4%) is not expended for breastfeeding promotion and education activities, ADHS may request the Contractor to return an equal to the difference between the four percent (4%) and the actual amount expended if ADHS must pay a penalty to the Federal Government.

4.7. Staffing:

4.7.1. Designate a WIC Program Director/Manager who is an RDN, with previous WIC and/or community health experience to manage and administer the WIC Program and may provide high-risk nutrition counseling and/or formula authorization to WIC participants. If an RDN is on staff to provide the WIC RDN services and with prior approval from ADHS, the Contractor shall designate a Director with a minimum of an undergraduate degree from an accredited institution in nutrition (community nutrition, public health nutrition, nutrition education, human nutrition or nutrition science) or a related field such as home economics or biochemistry with an emphasis in nutritional science or public health administration. With prior approval from ADHS, number of years working in a WIC program may substitute for some years of education,

4.7.2. Identify an RDN to serve as the Local Agency Nutrition Coordinator as defined in the WIC PPM. The Nutrition Coordinator will oversee all WIC nutrition services for the Local Agency. If a Local Agency has barriers to this staffing standard, they must be submitted in writing to ADHS with their plan for coordination of nutrition services within the Local Agency to be approved by ADHS,

4.7.3. Provide an appropriate number of RDNs, based on assigned caseload, to perform high-risk and medium-risk counseling, formula authorization, and as necessary, certification of participants. The Contractor shall provide the RDN services in a number proportional to the agency's high-risk caseload in accordance with the WIC PPM. The Contractor may hire graduates with a minimum of a Master's or Bachelor's degree from an accredited institution in Nutritional Sciences, Community Nutrition, Clinical Nutrition, Dietetics, Public Health Nutrition, or Home Economics with emphasis in Nutrition or Nutrition and Dietetic Technicians, registered to do medium-risk counseling, formula authorization, and as necessary, participant certification under the direction of an RDN. If a Local Agency has a barrier to having an RDN on staff, the agency must submit, in writing, to ADHS with their plan for providing high risk nutrition services to participants,

4.7.4. Provide an appropriate number of adequately trained certification specialists, based on caseload, to provide categorical and financial eligibility screening, pre-certification and record required documentation, in accordance with the WIC PPM, as well as administrative support services when necessary. Such individuals shall have the minimum of a high school degree or equivalent and must complete the state training requirements and be certified by the Contractor as competent according to the competencies for the position. Previous nutrition or health related job experience is desirable. These individuals shall meet ADHS competencies as set forth in the WIC PPM prior to providing each service such as verifying applicant eligibility, collecting anthropometric and biochemical data for participants, instructing on Food Benefits in the Arizona WIC Program. Staff should be observed and certified by the supervising authority to be competent in an activity before being allowed to perform on their own without supervision,

4.7.5. Provide an appropriate number of adequately trained nutrition education specialists, based on caseload, to provide certification and nutrition education services to participants in accordance with the WIC PPM. Such individuals will have the minimum of a high school diploma with nutrition experience, education, and training that have been certified by local or state agencies to be competent for the position. An Associate or Bachelor's degree is highly preferred. These individuals shall meet the ADHS competencies for Nutrition Education Specialists as set forth in the WIC PPM prior to certifying applicants for participation and/or providing nutrition services in the Arizona WIC Program. Staff should be observed and certified by the supervising authority to be competent in an activity before being allowed to perform on their own without supervision,

4.7.6. IBCLC to serve as the local agency Breastfeeding Coordinator as defined in the WIC PPM. The Breastfeeding Coordinator will oversee all WIC breastfeeding services for the local agency to ensure all participants have access to breastfeeding promotion and support services. If a local agency has barriers to this staffing standard, they must be submitted in writing to ADHS with their plan for coordination of breastfeeding services within the local agency to be approved by ADHS,

4.7.7. Identify a Training Coordinator as defined in the WIC PPM. The Training Coordinator will oversee and facilitate both new employee and ongoing WIC training for the Local Agency including certifying that staff has met competencies prior to providing services without supervision. If a Local Agency has barriers to this staffing standard, they must submit in writing to ADHS their plan for coordination of training services within the Local Agency to be approved by ADHS,

4.7.8. Identify an Outreach Coordinator who will oversee and facilitate activities and efforts to retain current WIC enrollees and outreach to potentially eligible populations not currently enrolled in WIC, and participate in outreach-related workgroups. If a Local Agency has barriers to this staffing standard, they must submit in writing to ADHS their plan for coordination of outreach activities within the Local Agency to be approved by ADHS,

4.7.9. Provide staff to conduct outreach activities targeting high risk and underserved populations, including but not limited to homeless and migrants, by developing written and verbal presentations or utilizing available materials to inform the potentially eligible individuals of the availability of WIC Program and explain the benefits of participation, and

4.7.10. Provide WIC Clerks to perform administrative support within WIC clinics, when applicable. Such individuals shall have the minimum of a high school degree or equivalent and must meet WIC Program competencies. Previous clerical or work experience is desirable.

4.8. Additional BFPC Service Staffing:

4.8.1. Employ a BFPC Program Manager to plan, direct and coordinate general operation of Peer Counseling Program. Ideal candidate will be an IBCLC, have WIC experience, and be familiar with community resources,

4.8.2. Develop a support referral system for peer counselors with community Lactation Consultants, including IBCLCs, if the BFPC Program Manager is not an IBCLC or is unable to fulfill consultation duties for any reason, and

4.8.3. Employ Breastfeeding Peer Counselors to provide services. Qualifications for peer counselors shall be previous personal experience with breastfeeding, enthusiasm for helping others to succeed at breastfeeding, and similarities with the WIC population the program serves (including similar age, ethnic background, and language spoken). Exemptions to the peer counselor qualifications must be approved by ADHS before hire. When possible, peer counselors should be current or previous WIC participants.

4.9. Staff Training:

4.9.1. Train new staff as outlined in the ADHS developed new employee training plan,

4.9.2. Register and ensure all WIC staff complete all ADHS required WIC on-line courses according to the time requirements set forth by the State through ADHS LMS at az.train.org, or state-assigned LMS System in accordance with the ADHS WIC PPM,

4.9.3. In addition to state requirements for competency training, Local Agencies must implement and adopt the state training standards as reflected in the ADHS WIC PPM. In addition, Local Agencies must

participate in any mandatory training provided by ADHS due to changes in policy, procedures, and / or federal regulations,

4.9.4. Provide training for all new staff members regarding Civil Rights, Americans with Disabilities Act (ADA), Conflict of Interest and Confidentiality, and Voter Registration during their orientation and, annually, provide all staff with training on Civil Rights, ADA, Conflict of Interest and Confidentiality, and Voter Registration by completing the ADHS LMS courses on Civil Rights, Conflict of Interest and Confidentiality, and Voter Registration or other courses or trainings that will be required by ADHS,

4.9.5. Provide one (1) representative for a maximum of three (3) mandatory WIC Partners' two (2) day meetings or training sessions. Two (2) sessions will he held virtually and one (1) in person in Phoenix as scheduled by ADHS on an annual basis. These meetings will be opportunities for the Local Agency to discuss issues regarding the WIC policies and procedures, federal rules and regulations, and nutrition standards,

4.9.6. Provide one (1) representative for a maximum of twelve (12) WIC Director teleconference meetings to receive information updates on WIC operations, policies and procedures, and other relevant materials being held in lieu of face to face meetings. This may include urgent meetings to discuss current events (e.g. government shutdown) and plan on managing the continuity of operations plan (COOP),

4.9.7. Provide one (1) representative to attend a two (2) day virtual Trainer virtual conference each fiscal year for skill and knowledge building,

4.9.8. Provide one (1) representative to attend a one (1) day Nutrition Coordinator virtual meeting during each fiscal year for skill and knowledge building,

4.9.9. Provide one (1) representative to attend a one (1) day Breastfeeding Coordinator virtual meeting during each fiscal year for skill and knowledge building,

4.9.10. Maintain a record of training provided, monitoring and observation results of staff competencies in each staff file and/or the State LMS, and

4.9.11. Document and maintain a record of any additional staff training that applies towards the annual Continuing Education Requirements for WIC staff in accordance with the PPM.

4.10. Additional BFPC Staff Training:

4.10.1. Send the WIC Director or designee and the Breastfeeding Peer Counselor Program Manager to a one (1) day virtual training during each Peer Counseling Program contract term,

4.10.2. Provide training of Breastfeeding Peer Counselors using the USDA WIC Breastfeeding Curriculum within one (1) month of employment,

4.10.3. Provide continual education and adequate resources to peer counselors. Continual education shall include basic and continuing breastfeeding training, and may include opportunities to shadow lactation consultants, opportunities to meet with other peer counselors, and related training such as counseling skills, adult learning styles, and others, and

4.10.4. Provide all WIC clinic staff the recorded presentation of the USDA WIC Breastfeeding Curriculum at least once during each Peer Counseling Program contract term.

4.11. Data Collection:

4.11.1. Utilize the hardware, software, and training provided by the Arizona WIC Program to operate the Contractor's portion of the WIC Computer Data System – HANDS,

4.11.2. Complete all data elements required on the WIC Computer Data System as outlined in the WIC PPM,

4.11.3. WIC Computer Data System users are required to maintain integrity by keeping their username and password secure. Users shall not share their login information with others, and

4.11.4. Local WIC IT shall coordinate with ADHS WIC IT to ensure immediate restoration of technical equipment (i.e. ADHS owned equipment) to include providing a temporary administrative account.

4.12. Administrative Services:

4.12.1. Obtain written approval from ADHS prior to implementing any policy or procedure that deviates from those set forth in the Arizona WIC PPM,

4.12.2. Update the Local Agency information on a timely basis on the WIC Clinic Search administrative website. This information includes names of Chief Executive Officer (CEO)/Health Officer, WIC Director, Clinic Supervisors, Nutrition Services Coordinator, Breastfeeding Coordinator, Training Coordinator, IT lead(s), clinic names, addresses, phone numbers, days and hours of operations, closure days, and other pertinent information for public disclosure,

4.12.3. Provide, at a minimum, ten (10) weeks written notice when planning on opening, moving, or suspending WIC services at any location,

4.12.4. Read all ADHS provided documents and provide responses within the requested timeframe, if applicable,

4.12.5. The Local Agency Director shall ensure the State Agency has the most recent contact information in an effort to maintain current and accurate information in the Arizona Health Alert Network (AzHAN) account,

4.12.6. Maintain records of WIC services in WIC Computer Data System and electronic files of other WIC related operations and trainings, if applicable, according to the WIC PPM. These records include, but are not limited to:

4.12.6.1. Signed consent for hemoglobin screening and anthropometrics;

4.12.6.2. Signed Rights and Obligations for enrolled participant files (active and inactive);

4.12.6.3. Eligible participant files (active and inactive);

4.12.6.4. Ineligible applicant signature;

4.12.6.5. Monthly Participation Reports by Category and Ethnicity;

4.12.6.6. Outreach files;

4.12.6.7. Medical documentations;

4.12.6.8. Staff files, including trainings attended, skill observations, and Local Agency Self Assessments;

4.12.6.9. Documentation of dual participation actions;

4.12.6.10. Waiting lists (when applicable);

4.12.6.11. Reconciliations of eWIC cards;

4.12.6.12. Civil rights files, including documentation and resolution of all civil rights complaints;

4.12.6.13. Documentation of annual civil rights and voter registration training of all employees; and

4.12.6.14. Documentation of annual Conflict of Interest and Confidentiality training of all employees and the WIC Confidentiality and Conflict of Interest forms.

4.12.7. Correct and resolve inappropriate or missing participant information, improbable assessment values, duplicate participation, and other quality assurance WIC Computer Data System issues identified in the report provided to the Contractor by ADHS within the timeframes specified in the WIC PPM,

4.12.8. Correct any regulatory deficiency or discrepancy noted during any of the program Management Evaluations, Audits, Local Agency Compliance Investigations or Program Financial Management Reviews within sixty (60) calendar days of the date of the audit report unless an extension date is granted by the auditing/reviewing agency and documented. Any reimbursement dollars back to ADHS must be done within thirty (30) days of receiving the Financial Management Review completion notification,

4.12.9. Adhere to the State of Arizona Accounting Manual (SAAM) travel rates. Travel rates reimbursed by the Local Agency cannot exceed the current Arizona State Reimbursement Rates located at https://gao.az.gov/travel/travel-information,

4.12.10. Complete electronic copies of the Contractor's Expenditure Reports (CER) for each contracted program and submit the electronic and a signed copy to ADHS according to the instructions and requirements of the WIC PPM,

4.12.11. Retain all evidentiary documentation (i.e. meal receipts) and submit to ADHS upon request for all expenses charged towards the WIC grant,

4.12.12. Prepare Final Closeout CER invoice for each contracted program reflecting the cumulative expenditures for a contract year,

4.12.13. Prepare WIC Local Agency Quarterly Cost Summary Reports that matches the amount of each quarter's expenditures respectively in accordance with the requirements in the WIC PPM,

4.12.14. Prepare an annual evaluation on the Contractor's Outreach Plan and a progress report on activities accomplished during the year,

4.12.15. Prepare an annual Amendment Application in accordance with the individual program requirements that will include budget breakdown of line items and budget justifications of any budget changes,

4.12.16. Adhere to the allowable and unallowable cost principles for WIC and BFPC as outlined in the WIC PPM,

4.12.17. Conduct Local Agency self-assessments annually in the year that the Local Agency has a Management Evaluation, and semi-annually in the year that they do not have a Management Evaluation,

4.12.18. Prepare all required plans, reports, and documents in accordance with the requirements in the WIC PPM, and

4.12.19. In additional to complying with the Guidance for Federal Grant Award Management (Blue Book), the SAAM for Contractors of ADHS Funded programs, and chapter twelve (12) and thirteen (13) of the WIC PPM, the Contractor shall:

4.12.19.1. Maintain a formal inventory listing or subsidiary record of all equipment owned by the Contractor in an organized manner as a part of the official accounting system. Ensure the non-capital and capital equipment listing includes the following: Tag or ID number, Description, Purchase cost or fair market value on date of donation, Purchase or donation date, Location, Disposal Date, Funding Source, Serial Number, Manufacturer, Model Number, RAM size (if applicable), Specifications (if applicable), and Receipt/Invoice (proof of purchase);

4.12.19.2. Provide maintenance and upkeep for all equipment purchased with WIC funds. Maintenance may be provided through the Contractor's own organization or the Contractor may participate in State maintenance contracts where available;

4.12.19.3. Obtain written permission from ADHS prior to expending WIC funds to purchase equipment with a value of $5,000 or more;

4.12.19.4. Submit a request for all asset-related items to ADHS utilizing the process specified in the WIC PPM. Asset-related items include, but are not limited to, hardware (e.g. computers, tablets, scanners, printers, card readers, pin pads, webcams, and headsets) and certain telecommunications equipment necessary to access the web-based WIC Computer Data System (e.g. routers, MiFi's). New technology will be evaluated for inclusion based on program needs. For software purchases with WIC funds, the Local Agency may purchase software that is reasonable and necessary;

4.12.19.5. Provide notification to ADHS for any asset-related resource items in need of transfer or disposition. The Contractor shall not directly dispose of any asset;

4.12.19.6. Adhere to WIC PPM procedures for transfer and disposals; and

4.12.19.7. Report, upon discovery and no later than ten (10) business days from the time of incident, any destroyed, missing, and/or stolen asset resources to the assigned ADHS WIC Nutrition Consultant.

4.13. Additional Peer Counseling Administrative Services:

4.13.1. Prepare and submit a Quarterly Report for the Peer Counseling services in the format provided by ADHS, and

4.13.2. Provide training and resources to assist the local agency in establishing and maintaining competency for new and existing staff.

5. Reference Documents

5.1. 7 CFR (Code of Federal Regulations) 246.26(h)(3):

https://www.ecfr.gov/current/title-7/subtitle-B/chapter-II/subchapter-A/part-246#p-246.26(h)(3)

5.2. Arizona WIC Program Policies and Procedures Manual:

https://azdhs.gov/azwic/local_agencies_policyManual.htm

5.3. Healthy People 2030:

https://health.gov/healthypeople/objectives-and-data/browse-objectives/nutrition-and-healthy-eating

5.4. WIC Specific Code of Federal Regulations:

https://www.ecfr.gov/current/title-7/part-246

5.5. General Accounting Office (Travel):

https://gao.az.gov/travel/welcome-gao-travel

5.6. Guidance for Federal Grand Award Management (Blue Book):

https://www.azdhs.gov/documents/operations/financial-services/bluebook-2018.pdf

5.7. Peer Counseling Training for WIC Managers:

https://wicworks.fns.usda.gov/resources/peer-counseling-training-wic-managers

5.8. State of Arizona Accounting Manual (SAAM):

https://gao.az.gov/publications/SAAM

6. State Provided Items

ADHS will provide:

6.1. Electronic copies of the Arizona WIC Program Policies and Procedures Manual;

6.2. Hardware and software necessary for operation of the WIC Computer Database System;

6.3. Training and resources to assist local agencies in establishing staff competency for new and existing staff;

6.4. AZHZ Collaborators Username and Password access for ordering:

6.4.1. eWIC cards,

6.4.2. Nutrition Education Materials for participants,

6.4.3. Breast Pumps and kits,

6.4.4. Breastfeeding materials/resources for staff,

6.4.5. Required posters,

6.4.6. Clinic operations materials, and

6.4.7. Outreach materials.

6.5. Financial documents:

6.5.1. FFATA Form,

6.5.2. Direct Expenses Template,

6.5.3. LAR Template,

6.5.4. Contractor Expenditure Report Template, and

6.5.5. Quarterly Cost Summary Report Template.

6.6. Technical assistance and support, as needed;

6.7. Required Breastfeeding resources for staff;

6.8. Assistance with IBCLC career track or advanced lactation consultant education, when appropriate;

6.9. Periodic redemption reports for issued benefits, as requested by the Local Agency;

6.10. Quarterly Report template (electronic) for Peer Counseling Program; and

6.11. USDA WIC Breastfeeding Curriculum: Peer Counselors, which includes the PowerPoint presentation "Peer Counseling: Making a Difference for FIC Families," when appropriate.

7. Additional BFPC State Provided Items

7.1. Quarterly Report template (electronic) for Peer Counseling Program; and

7.2. USDA WIC Breastfeeding Curriculum: Peer Counselors, which includes the PowerPoint presentation "Peer Counseling: Making a Difference for WIC Families," when appropriate.

8. Deliverables and Delivery Schedule

If applicable, any work plan or other documentation submitted to and accepted by ADHS regarding participation in WIC or BFPC shall be incorporated into this Agreement. Furthermore, any policy or procedure that deviates from those set forth in the Arizona WIC Program Policies and Procedures Manuals requires approval from ADHS prior to implementation. The Contractor shall submit to ADHS:

8.1. Updated copies of Local Agency Policies and Procedures as required by the WIC PPM;

8.2. Individual electronic and signed CER invoices for each program no later than thirty (30) days following the end of each report month of the program year;

8.3. WIC Local Agency Quarterly Cost Summary matching the WIC Contractor's CER expenses no later than thirty (30) days following the end of each quarter of the program year;

8.4. Final electronic and signed CER invoice for each program no later than forty-five (45) days following the end of each Contract year;

8.5. Completed Federal Funding Accountability and Transparency Act (FFATA) Grant Reporting Certification Form at the beginning of each contract for each Grant within thirty (30) days receipt of the Purchase Order (PO);

8.6. WIC Local Agency fourth (4th) Quarterly Final Cost Summary matching the WIC Contractor's CER expenses, not later than forty-five (45) days following the end of each Contract year;

8.7. Each Contracted Program's amendment application by the specified deadline for the following Contract year containing the following information:

8.7.1. Request for Caseload to be served,

8.7.2. Request for budget and budget justification,

8.7.3. Updated Outreach Plan for the upcoming Federal Fiscal Year (FFY) and an evaluation of the previous year's activities, and

8.7.4. Any additional services and other documents specified,

8.8. A Local Agency Corrective Action Plan within sixty (60) days in response to Management Evaluation. Any reimbursement dollars back to ADHS (WIC) must be done within thirty (30) days of receiving the Financial Management Review completion notification; and

8.9. Quarterly reports for the Peer Counseling Program to be submitted fifteen (15) days after each quarter of the Contract year.

9. Performance Standards and Award Program

9.1. Upon Contract finalization, ADHS shall notify the Contractor by email of the assigned caseload and, throughout the term of the Contract, any changes to the assigned caseload. The Contractor shall maintain an average monthly participation level in accordance with the following table:

Caseload Assignment	% Maintained
<10,000 participants/month	97%
10,000 to <49,999 participants/month	98%
>50,000 participants/month	99%

9.2. If, after each quarter of the Federal Fiscal Year (October through September), the Contractor has not attained the required participation level, ADHS will have the option of reducing the assigned caseload and resources to the Contractor's current service level. ADHS may then move the unused caseload and corresponding resources to other WIC Local Agencies in order to fully utilize the resources;

9.3. Local Agencies shall be eligible for one (1) or more of the following awards:

9.3.1. Any local agency which meets 100% or more of its caseload assignment for three (3) consecutive months during the previous FFY may receive an award of $10,000 added to that agency's following fiscal year WIC funding formula award if the Contract is extended and additional expenditures can be identified,

9.3.2. Utilizing the "Nutrition Discussion Contact" report ran in the first quarter of the FFY preceding time of application (October through December), any Local Agency meeting ninety-five percent (95%) of its nutrition education documentation requirement for each participation time period may receive an award of $10,000 added to that agency's following fiscal year WIC funding formula award if the Contract is extended and additional expenditures can be identified,

9.3.3. The agency with the highest increase of eWIC redemptions in the first quarter (October 1 through December 31) of the FFY preceding time of application compared to their own Local Agency's eWIC redemptions from the first quarter (Oct 1 through Dec 31) of the previous FFY within their Assigned Caseload Cohort may be eligible to receive an award added to the following fiscal year WIC funding formula award if the Contract is extended and additional expenditures can be identified, and

Assigned Caseload Cohort	Award Amount
Less than 2000	$5,000
2000 - 8000	$10,000
More than 8000	$15,000

9.3.4. The agency with the highest percentage of Infants Exclusively Nursing (IENs) in the first quarter (October 1 through December 31) of each fiscal year within their Assigned Caseload Cohort may be eligible to receive an award added to the following fiscal year WIC funding formula award if the Contract is extended and additional expenditures can be identified.

Assigned Caseload Cohort	Award Amount
Less than 2000	$5,000
2000 - 8000	$10,000
More than 8000	$15,000

9.4. Pursuant to 7 CFR 246.14, which allows the WIC program to fund nutrition services and administrative expenses, the Performance Awards may be part of the annual funding formula and awarded to the Contractor in the next contract year; and

9.5. USDA has the option to award breastfeeding performance awards to State Agencies who exceed the national average. If funds are awarded to Arizona, each Local Agency program will receive a proration of the amount based upon the number of exclusively nursing women in their Local Agency. It will be a set amount, and may only be used for purposes outlined in the current federal guidelines.

10. Notices, Correspondence, Reports, and CERs

10.1. Notices, correspondence, reports, and CERs from the Contractor to ADHS shall be sent by mail to:

Arizona Department of Health Services
150 N 18th Avenue, Suite 320
Phoenix, Arizona 85007
Attention: WIC Program Manager

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

Pinal County
Attn: Anela Arciga
971 North Jason Lopez Circle
Building D
Florence, AZ 85132
Phone: 520-866-7304
Email: anela.arciga@pinal.gov

PRICE SHEET

October 1, 2023 to September 30, 2024

Agency Name: Pinal County

Cost Reimbursement Line Item Budget

WIC Services

Federal Award Date: October 1, 2023
CFDA number and name: 10.557 Special Supplemental Nutrition Program for Women, Infants, and Children

WIC Services Account Classification	Amount
Personnel	$1,082,468.50
Employee Related Expenses	$324,741.00
Professional & Outside Services	$0.00
Travel Expense	$36,700.00
Occupancy Expenses	$0.00
Other Operating Expenses	$36,090.00
Capital Expenditures	$0.00
Indirect Cost	$81,600.00
Total	$1,561,600.00

Breastfeeding Peer Counseling Services

Federal Award Date: October 1, 2023
CFDA number and name: 10.557 Special Supplemental Nutrition Program for Women, Infants, and Children

Breastfeeding Peer Counseling Services Account Classification	Amount
Personnel	$69,029.78
Employee Related Expenses	$20,709.00
Professional & Outside Services	$0.00
Travel Expense	$1,861.00
Occupancy Expenses	$0.00
Other Operating Expenses	$2,854.00
Capital Expenditures	$0.00
Indirect Costs	$0.00
Total	$94,454.00

HANDS 2.0

Federal Award Date: October 1, 2023
CFDA number and name: 10.557 Special Supplemental Nutrition Program for Women, Infants, and Children

HANDS 2.0 Account Classification	Amount
Personnel	$66,202.00
Employee Related Expenses	$19,861.00
Professional & Outside Services	$0.00
Travel Expense	$162.00
Occupancy Expenses	$0.00
Other Operating Expenses	$0.00
Capital Expenditures	$0.00
Indirect Costs	$0.00
Total	$86,225.00

Additional Terms and Conditions:

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 funded line items. Transfers of funds are only allowed between funded line items. Transfers exceeding ten percent (10%) or to a non-funded line item shall require an amendment.

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

Additional HANDS 2.0 Services:

Additional administrative monies were provided to the Contractor to provide an experienced 0.5 FTE to test HANDS 2.0 functionalities at the ADHS office in Phoenix, Arizona and/or remotely from home or a WIC clinic per local agency policy, as software is being developed. These activities include but are not limited to staff attendance in required trainings, testing of HANDS 2.0 functionalities using the ADHS software, providing feedback on training materials, alerting the ADHS staff to clinic impact and concerns, and travel to other local agencies throughout the state to assist with training, as needed. Due to the nature of the software development life cycle, some days/weeks during the HANDS 2.0 testing and rollout will not require help from the FTE(s) and the 0.5 FTE(s) may provide direct client services during that time. ADHS will notify the WIC Director if/when there is time during this agreement that the FTE(s) can be used for client services. Additional administrative monies were provided to the Contractor to provide an 1.0 FTE to test provide direct client services due to the Local Agency providing an experienced staff to test HANDS 2.0 to assist the agency with daily operations.

Additional WIC Program:

Should additional administrative monies become available through state or federal grants, ADHS may increase the purchase order to increase the number of participants served and increase the total of this contract.

The assigned caseload for FFY 2024 is: 7,500

Exhibit A - 2 CFR 200.332

Exhibit - 2 CFR 200.332 § 200.332 Requirements for pass-through entities. All pass-through entities must:	
(a) Ensure that every subaward is clearly identified to the subrecipient as a subaward and includes the following information at the time of the subaward and if any of these data elements change, include the changes in subsequent subaward modification. When some of this information is not available, the pass-through entity must provide the best information available to describe the Federal award and subaward.	
Prime Awardee:	Arizona Department of Health Services
UEI#	QMWUG1AMYF65
Federal Award Identification (Grant Number):	216AZ008W1003
Subrecipient name (which must match the name associated with its unique entity identifier):	Pinal County
Subrecipient's unique entity identifier (DUNS #):	74447095
Federal Award Identification Number (FAIN, sometimes it's the same as the Grant Number):	216AZ008W1003
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;	10/1/2023
Subaward Period of Performance Start and End Date;	10/01/2023-9/30/2024
Subaward Budget Period Start and End Date:	10/01/2023-9/30/2024
Amount of Federal Funds Obligated by this action by the pass- through entity to the subrecipient (this is normally the contract amount):	$1,561,600.00
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):	$1,561,600.00
Total Amount of the Federal Award committed to the subrecipient by the pass-through entity	$1,561,600.00
Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA)	Arizona local implementation of the WIC Special Supplemental Nutrition Program for Women, Infants, and Children
Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity	United States Department of Agriculture, FNS Southwest Regional Office, Food and Nutrition Service, 1100 Commerce Street Room 522, Dallas, TX 75242-9980, Telephone: (214)290-9810
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:	10.557 WIC Special Supplemental Nutrition Program for Women, Infants, and Children
Identification of whether the award is R&D	Not R&D award
Indirect cost rate for the Federal award (including the de minimis rate is charged) per § 200.414	10.00%

Exhibit B - 2 CFR 200.332

Exhibit - 2 CFR 200.332 **§ 200.332** **Requirements for pass-through entities. All pass-through entities must:**	
(a) Ensure that every subaward is clearly identified to the subrecipient as a subaward and includes the following information at the time of the subaward and if any of these data elements change, include the changes in subsequent subaward modification. When some of this information is not available, the pass-through entity must provide the best information available to describe the Federal award and subaward.	
Prime Awardee:	**Arizona Department of Health Services**
UEI#	**QMWUG1AMYF65**
Federal Award Identification (Grant Number):	216AZ008W1003
Subrecipient name (which must match the name associated with its unique entity identifier):	Pinal County
Subrecipient's unique entity identifier (DUNS #):	74447095
Federal Award Identification Number (FAIN, sometimes it's the same as the Grant Number):	216AZ008W1003
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;	10/1/2023
Subaward Period of Performance Start and End Date;	10/01/2023-9/30/2024
Subaward Budget Period Start and End Date:	10/01/2023-9/30/2024
Amount of Federal Funds Obligated by this action by the pass- through entity to the subrecipient (this is normally the contract amount):	$94,454.00
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):	$94,454.00
Total Amount of the Federal Award committed to the subrecipient by the pass-through entity	$94,454.00
Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA)	Arizona local implementation of the WIC Special Supplemental Nutrition Program for Women, Infants, and Children
Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity	United States Department of Agriculture, FNS Southwest Regional Office, Food and Nutrition Service, 1100 Commerce Street Room 522, Dallas, TX 75242-9980, Telephone: (214)290-9810
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:	10.557 WIC Special Supplemental Nutrition Program for Women, Infants, and Children
Identification of whether the award is R&D	Not R&D award
Indirect cost rate for the Federal award (including the de minimis rate is charged) per § 200.414	0.00%

PINAL COUNTY
WIDE OPEN OPPORTUNITY

AGENDA ITEM

October 30, 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 Award ELOY-AZ-ETS24 under the National Children's Alliance 2024 Special Focus grant beginning October 1, 2024, ending December 31, 2024, for $7,763. This grant will be used by the Public Health Family Advocacy Centers for the first-time installation/upgrade of technology to facilitate peer review and HIPAA-compliant digital recording storage and sharing of recordings/images. The grant requires a specific vendor to be selected. The proposed vendor would provide cloud storage and sharing capabilities for forensic interview recordings specific to advocacy center needs and requirements. (Melody Lenhardt/Merissa Mendoza)

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

There will be no fiscal impact to the general fund as this request is for grant funding.

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

MOTION:

Approve as presented.

History

Time	Who	Approval
10/21/2024 8:59 AM	County Attorney	Yes
10/21/2024 9:35 AM	Grants/Hearings	Yes
10/21/2024 10:27 AM	Budget Office	Yes
10/22/2024 5:08 PM	County Manager	Yes
10/23/2024 9:28 AM	Clerk of the Board	Yes

ATTACHMENTS:

Click to download

☐ BOS Grant Request Form
☐ Agreement
☐ Award Notification

PINAL COUNTY
WIDE OPEN OPPORTUNITY

Board of Supervisors Grant Request

Board of Supervisors meeting date: October 30, 2024

Department seeking grant: Public Health Services District

Name of Granting Agency: The National Childrens Alliance

Name of Grant Program: NCA FAC Equipment

Project Name: N/A

Amount requested: $7,763

Match amount, if applicable: N/A

Application due date: 07/01/2024

Anticipated award date/fiscal year: 09/01/2024

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

Applicable Supervisor District: All

Brief description of project:
The new capabilities would update forensic interview recording from being stored on DVDs to cloud storage. It will also allow recordings to be shared immediately in a HIPAA compliant manner with law enforcement and County Attorneys, thereby facilitating prompt and accurate investigations and charging decisions.

Approval received per Policy 8.20: ✔ OnBase Grant #: 2024-1225

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 ☐

National Children's Alliance
The Force Behind Children's Advocacy Centers

Cooperative Agreement between 2024 Award Recipient and National Children's Alliance

This form is for National Children's Alliance (NCA) 2024 approved subawardees. This is an official agreement between your agency and NCA acknowledging that your agency accepts the funding awarded by NCA through a cooperative agreement with the United States Department of Justice (DOJ) and will follow all requirements and special conditions: **below, outlined in the Grant Award Notification, NCA Engage Grantee Resource Page and Request for Proposals.** By signing and acceptingthis award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts all such assurances or certifications. The recipient agrees to comply with the financial and administrative requirements set forth in the current edition of the Department of Justice Grants Financial Guide and 2 C.F.R. Part 200 Uniform Requirements

The recipient agrees to cooperate with NCA and the Office of Justice Programs (OJP) monitoring of this award pursuant to NCA's and OJP's guidelines, protocols, procedures, and special award conditions, and to cooperate with NCA (including the grant manager for this award and the Office of Chief Financial Officer (OCFO)) requests related to such monitoring, including requests related to desk reviews and/or site visits. The recipient agrees to provide to NCA all documentation necessary for NCA to complete its monitoring tasks. Further, the recipient agrees to abide by the deadlines set by NCA for providing the requested documents. Failure to cooperate with NCA's monitoring activities may result in actions that affect the recipient's NCA awards, including, but not limited to: **imposing additional special conditions on the award, withholdings and/or other restrictions on the recipient's access to award funds; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).**

National Children's Alliance has elected to enter into a Cooperative Agreement rather than a grant with the recipient. This decision reflects the mutual interest of the recipient and NCA in the operation of the project as well as the anticipated level of NCA involvement in this project.

NCA's participatory role in the project is as follows:

a. Review and approve major work plans, including changes to such plans, and key decisions pertaining to project operations. This will include a quarterly review of stated expenditure of funds from the approved budget. Any deviation to the spending plan will be reported promptly to NCA. NCA will provide guidance on the de-obligation of funds when projected spending of funds does not meet the timelines.

b. Review and approve major project generated documents and materials used in the provision of project services.

c. Provide guidance in significant project planning meetings and participate in project sponsored training events or conferences. NCA will provide technical assistance to all entities utilizing funds under the NCA awards including but not limited to responding to direct inquiries, inclusion in customized webinars, conference calls and site visits.

d. Any deviation from the timeline provided in the application or revised grant program implementation plan must receive prior approval from NCA.

e. NCA will conduct a final review of all recipients' detailed budgets and Budget Modifications requests (BMRs) as part of the annual de-obligation process. This process will take place by October of the current grant cycle. The specific due date for the submission of the final BMR will be established during the first programmatic call for the grant period.

Recipient:

f. The recipient agrees to ensure that key grantee staff members complete all NCA grantee webinars and trainings specific to the awarded grant type.

g. The recipient agrees to comply with additional Terms and Conditions, as established by DOJ and NCA Engage Grantee Resource Page.

h. If the award amount is equal or greater than $30,000, the recipient is required to report to NCA the information under the Federal Funding Accountability and Transparency Act (FFATA) as specified in Appendix One.

i. All recipients that expend $1,000,000 or more in Federal funds (from all sources including pass-through subawards) in their fiscal year are required to arrange for a single organization-wide audit conducted in accordance with the provisions of Title 2 C.F.R. Subpart F. Recipients are required to submit an electronic copy of their audit to NCA no later than 9 months after the recipient's fiscal year end. If there are any audit communications with those charged with governance and/or communicated internal controls identified in the audit, it must be included with the audit report.

j. Based on the grant performance, financial stability of the recipient, and other special circumstances, NCA may require an audit to be submitted/conducted by any of the recipient entities regardless of their budget size.

k. All recipients must permit NCA and auditors to have access to the records and financial statements as necessary for the pass-through entity to meet the requirements of 2 C.F.R. Part 200.

l. If a recipient of a Program Improvement - Meeting Accreditation Standards award with a focus on Mental Health, the recipient agrees to submit de-identified mental health outcome data, utilizing NCAtrak as designated software platform to evaluate the improved outcomes for children.

m.If a Chapter Recipient, the recipient agrees to meet the participation requirements of the annual GAP Analysis and OMS Projects.

n. All Grantees must establish a Bill.com vendor account with NCA to facilitate disbursement of grant funds. After the initial setup for e-payment within NCA's Bill.com network, any further changes to bank accounts must be made by the grantee themselves in their Bill.com vendor account no later than 15 business days prior to the next established payment/report schedule.

o. All recipients must comply with the DOJ special conditions as found on the NCA Engage Grantee Resource Page (https://learn.nationalchildrensalliance.org/grantee-resource-page). Special condition 14 (Determination of suitability to interact with participating minors) and special condition 20 (Employment eligibility verification) are included in the NCA Pre Award Checklist.

p.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 Grantee Resource Page on the NCA Engage website (https://engage.nationalchildrensalliance.org). 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.

q. The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, $250,000).

r. No recipient (or subrecipient, at any tier) may (in any procurement transaction) discriminate against any person or entity on the basis of such person or entity's status as an "associate of the federal government" (or on the basis of such person or entity's status as a parent, affiliate, or subsidiary of such an associate), except as expressly set out in 2 C.F.R. 200.319(a) or as specifically authorized by USDOJ. The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

s. If NCA funds are used to support any part of a revenue producing venture, such as a training or conference at which registration fees are charged, revenues shall be considered program income. The award recipient will report any related program income to NCA within 30 days and submit a budget modification request showing how those revenues will be used to further the purpose of the approved NCA grant. Revenues must be expended within the grant year that they were accrued.

t. Copyright; Data rights: The recipient acknowledges that OJP reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use (in whole or in part, including in connection with derivative works), for Federal purposes: (1) any work subject to copyright developed under an award or subaward (at any tier); and (2) any rights of copyright to which a recipient or subrecipient (at any tier) purchases ownership with Federal support. "Data" includes data as defined in Federal Acquisition Regulation (FAR) provision 52.227-14 (Rights in Data - General). It is the responsibility of the recipient (and of each subrecipient (at any tier), if applicable) to ensure that the provisions of this condition are included in any subaward (at any tier) under this award and to obtain from subrecipients, contractors, and subcontractors (if any) all rights and data necessary to fulfill the recipient's obligations to the Government under this award.

u. All recipients must promptly disclose whenever they have credible evidence of the commission of a violation of federal criminal laws involving fraud, conflict of interest, bribery, or gratuity violations under Title 18 or Civil False Claims Act (31 U.S.C. 3729-3733). This disclosure must be made in writing to the federal agency, the agency's Office of Inspector General, and NCA. It also is required to report these matters to SAM (System for Award Management) and FAPIIS (Federal Awardee Performance and Integrity Information System). Failure to make required disclosures may place the recipient in bad standing with NCA and may result in establishment of special conditions and/or forfeiture of grant funds or other provisions outlined in 2 CFR § 200.339.

v. All Recipients are subject to the Critical Incident Policy at NCA and are required to report any uncovered embezzlement, theft of grant funds and active investigations for such cases in their organization.

w. All Recipients of OJP grants and cooperative agreements (and any subrecipients at any tier) must comply with, and are subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable

provisions that prohibit, under specified circumstances, discrimination against an employee of an OJP recipient by the OJP recipient 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.

Award Specifications

Organization Name:	Pinal County Attorney
Grant Award Identification Number (AIN):	ELOY-AZ-ETS24
Grant Award Type and Purpose:	2024 ETS Special Focus
Grant Award Period:	10/1/2024 - 12/31/2024
Catalog of Financial Domestic Assistance (CFDA) #: Total Awarded Amount:	16.758 $7,763.00

I, the undersigned, have read and understand the conditions outlined in the award notification, the Request for Proposals, NCA Engage Grantee Resource Page, Grantee Guidelines and the conditions below required for the receipt of grant funding from National Children's Alliance. By signing this statement, I am agreeing to comply with the requirements outlined in the grant award notification, the Request for Proposals, NCA Engage Grantee Resource Page, and herein. I understand the term of this grant is as listed above and that all approved activities must occur within that time period.

- I certify that the recipient agency is a member in good standing with National Children's Alliance. I understand that remaining in good standing is a requirement of receiving these funds. This includes the timely submission of statistical reports as a condition of membership, in January and July.
- I agree to submit, on deadline, all required progress/financial reports and performance measures reports as required in the Grantee Timeline, located on the NCA Engage Grantee Resource Page. I understand that failure to submit timely reports will result in forfeiture of funds.
- I understand that National Children's Alliance can only reimburse federally allowable expenses that fit within the requirements of the NCA Engage Grantee Resource Page, NCA RFP, and as designated by the U.S. Dept. of Justice and under the OMB 2 CFR 200 - Uniform Guidance. Submissions that fall outside these constraints will be disallowed. NCA may change its requirements regarding allowable expenses at any time to reflect changes in federally allowable costs or necessary updates to policies. Changes will be published on the NCA Engage Grantee Resource Page.
- I understand that failure to show reasonable progress toward meeting the deliverables agreed upon under this Cooperative Agreement and those outlined in the NCA Engage Grantee Resource Page may result in additional special conditions from NCA and/or termination of the agreement.
- I understand that our organization needs to provide upon request to the National Children's Alliance (NCA) and the Department of Justice (DOJ) additional fiscal documentation demonstrating the expenditures included in the grant reports such as:
    1) Bank statements for personnel, fringe benefits, consultant/contractors, travel, equipment, supplies, & other expenditures;
    2) ACH transactions for personnel expenditures; &

3) Proof of payment for credit card transactions and all requested documentation will be submitted to NCA within five business days.

- All backup fiscal documentation will be kept on file for five years after the closeout of the subaward grant year.
- I understand that any resource material developed under this grant, such as training materials, bibliographies, etc., submitted through this agreement will become property of NCA and will display the logo of NCA and DOJ. There are co-branding and attribution requirements for resource materials. The grant recipient must coordinate with NCA at the beginning of the grant period to determine what will be included in those materials.
- I am committing to meet the goals and objectives outlined in the grant and approved by National Children's Alliance.

By my signature I am certifying that I have read and understand the information presented in this Cooperative Agreement and reviewed all terms and conditions of, and all supporting materials submitted in connection with, this award, including any assurances and certifications

Authorized Agency Representative*:
I certify that I have the legal authority to enter into thisagreement on behalf of the applicant.

Signature

Printed Name

Date

Board President/Supervisor*:
If hospital- or government-based, this must be the person who supervises the Program Director

Signature

Printed Name

Date

Sincerely,

Teresa Huizar
CEO
National Children's Alliance

Jennifer Read
Director of Grants Management
National Children's Alliance
jread@nca-online.org

Appendix One

Required Federal Funding Accountability and Transparency Act (FFATA) Supplemental Information

NCA is required to report all awardees information listed below into the FFATA Subaward Reporting System (FSRS) for awards greater than or equal to $30,000.

Awardee Required Information:

1) Name of the Entity (Legal Name) Pinal County Attorney
2) Amount of the Award $7,763.00
3) Award Title Description and Purpose 2024 ETS Special Focus
4) Entity Identification Number:

Entity Identification Number – (if under an umbrella organization, please list their information)

Unique Entity ID (SAM) (ex. UEI - KV79V2J2AKF9)	
UEI (SAM)	GX4FM9VQD7W3

Don't know your UEI?
Visit https://sam.gov/content/duns-uei for more information.

NCA is required to report Executive Compensation of the awardee if the entity in the preceding fiscal year:

1) received 80 percent or more of its annual gross revenues from federal financial assistance, and
2) $25,000,000 or more in annual gross revenues from federal financial assistance; and
3) the public does not have access to information about the compensation of the executives through periodic reports filed (i.e. IRS tax return 990).

Executive Compensation – (if under an umbrella organization, please list their information)

1. Did you receive 80 percent or more of your annual gross revenues in Federal awards and $25,000,000 or more in annual gross revenues from Federal awards?
   ○ Yes ◉ No *If "**yes**" proceed to 2. If "**no**" you are not required to supply executive compensation.*
2. Does the public have access to information about the compensation of the senior executives through periodic reports filed (i.e., IRS Tax Return 990)? ○ Yes ○ No

   *If "**yes**" you are not required to supply executive compensation. If "**no**" provide the executive compensation information below*

Names and annual compensation amount of five most highly compensated executives:

Name	Title	Annual Salary

Appendix Two

General Grantee Award Information

National Subgrants Program for Victims of Child Pornography

Recipient Name: National Children's Alliance; Recipient UEI: KV79V2J2AKF9; Federal Award Project Title: OJJDP FY2021 Victims of Child Abuse (VOCA): National Subgrants Program for Victims of Child Pornography- Domestic Trafficking Victims Funds; Federal Award Identification Number (FAIN): 15PJDP-21-GK-02760-DTVF; Federal Award Date: 9/18/2023; Period of Performance Start and End Date: from 10/01/2023 to 03/31/2025; Total Amount of Award: $2,000,000; Federal Award Project Description: The VOCA Children's Advocacy Centers National Subgrants Program for Victims of Child Pornography Domestic Trafficking Victims Funds will provide funding for a national grant awards program expanding access to Children's Advocacy Centers' resources and services for victims of child pornography and human trafficking; Name of Federal awarding agency: Department of Justice, Office of Justice Programs, Office of Juvenile Justice and Delinquency Prevention; CFDA Number: 16.834; Identification of whether the award is R&D: No; NCA Indirect Cost Rate for the Federal Award: 16.48%.

National Military and CAC Partnership Program Award

Recipient Name: National Children's Alliance; Recipient UEI: KV79V2J2AKF9; Federal Award Project Title: National Military and CAC Partnership Program; Federal Award Identification Number (FAIN): 15PJDP-21-GK-02761- JJVO; Federal Award Date: 9/18/2023; Period of Performance Start and End Date: from 10/01/2023 to 03/31/2025; Total Amount of Award: $1,000,000; Federal Award Project Description: The project will support a national program for CAC and military collaborations that provide a coordinated response to child abuse. Name of Federal awarding agency: Department of Justice, Office of Justice Programs, Office of Juvenile Justice and Delinquency Prevention; CFDA Number: 16.758; Identification of whether the award is R&D: No; NCA Indirect Cost Rate for the Federal Award: 16.48%.

National Subgrants Program Award

Recipient Name: National Children's Alliance; Recipient UEI: KV79V2J2AKF9; Federal Award Project Title: OJJDP Victims of Child Abuse (VOCA) Children's Advocacy Centers National Subgrants Program; Federal Award Identification Number (FAIN): 15PJDP-21-GK-02759-JJVO; Federal Award Date: 9/18/2023; Period of Performance Start and End Date: from 10/01/2023 to 03/31/2025; Total Amount of Award: $25,674,791; Federal Award Project Description: The VOCA Children's Advocacy Centers National Subgrants Program will provide funding for a national grant awards program for local children's advocacy center programs, state chapters, and multidisciplinary teams that provide a coordinated investigation and response to child abuse; Name of Federal awarding agency: Department of Justice, Office of Justice Programs, Office of Juvenile Justice and Delinquency Prevention; CFDA Number: 16.758; Identification of whether the award is R&D: No; NCA Indirect Cost Rate for the Federal Award: 16.48%.

NCA American Indian and Alaska Native Subgrant Program

Recipient Name: National Children's Alliance; Recipient UEI: KV79V2J2AKF9; Federal Award Project Title: National Children's Alliance American Indian Alaska Native Subgrant Program; Federal Award Identification Number (FAIN): 2020-CI-FX-K037; Federal Award Date: 10/22/2020; Period of Performance Start and End Date: from October 1,2020 to September 30, 2025; Total Amount of Award: $7,250,000; Federal Award Project Description: to support the Office of Justice Program's goal of expanding CAC services to American Indian tribal areas and Alaska Native villages to better meet the needs of child victims and their families living on tribal lands, Alaskan villages and more remote areas not easily accessible to CACs currently; Name of Federal awarding agency: Department of Justice, Office of Justice Programs, Office of Juvenile Justice and Delinquency Prevention; NCA CFDA Number:16.758; Identification of whether the award is R&D: No; NCA Indirect Cost Rate for the Federal Award: 16.48%.

PINAL COUNTY

Shanon Togneri <shanon.togneri@pinal.gov>

Re: NCA ETS Special Focus Award Notification - ELOY-AZ-ETS24

1 message

Otilia Berrones <otilia.berrones@pinal.gov> Tue, Oct 1, 2024 at 7:01 AM
To: Melody Lenhardt <melody.lenhardt@pinal.gov>
Cc: Merissa Mendoza <merissa.mendoza@pinal.gov>, Kore Redden <kore.redden@pinal.gov>, Anela Arciga <anela.arciga@pinal.gov>, Shanon Togneri <shanon.togneri@pinal.gov>

Good morning,

Wonderful!! We will get everything set up to use the grant.

Thanks,

On Tue, Oct 1, 2024 at 6:46 AM Melody Lenhardt <melody.lenhardt@pinal.gov> wrote:

> Great news to arrive to work to this morning! This is the for the cloud storage. :)
>
> ML
>
> ---------- Forwarded message ---------
> From: **Department of Grants Management** <mail@grantapplication.com>
> Date: Mon, Sep 30, 2024 at 5:04 PM
> Subject: NCA ETS Special Focus Award Notification - ELOY-AZ-ETS24
> To: <melody.lenhardt@pinal.gov>
> Cc: <grantsadvisor@nca-online.org>
>
> Dear Pinal County Attorney:
>
> Congratulations! The National Children's Alliance (NCA) is pleased to inform you that Pinal County Attorney's Family Advocacy Center has been selected to receive a 2024 ETS Special Focus grant from NCA for the awarded amount of $7,763.00. All awards and awarded amounts are contingent upon the release of funding from OJJDP.
>
> This grant is offered through collaboration between the Office of Juvenile Justice and Delinquency Prevention (OJJDP) and NCA, thereby making it subject to specified federal regulations.
>
> Federal Award: OJJDP Victims of Child Abuse (VOCA) Children's Advocacy Centers National Subgrants Program
> Federal Award Identification Number (FAIN): 15PJDP-21-GK-02759-JJVO
> Catalog of Financial Domestic Assistance (CFDA) #: 16.758
> Grant Award Period: October 1, 2024 - December 31, 2024
>
> Please expect further correspondence regarding the Cooperative Agreement, which is the official agreement between the awarded agency and National Children's Alliance (NCA). It acknowledges that the awarded agency accepts the funding awarded by NCA and will follow all the requirements and abide by all special conditions for the grant year. The Cooperative Agreement will also contain your Grant Award Identification Number (AIN) and must be signed and submitted back to NCA.
>
> Please be advised that your award budget has passed initial NCA review, however please hold off spending until you receive a copy of your approved budget. As a reminder, recipients must be prepared to expend their funding shortly upon receipt of the approved budget. All expenditures must take place by December 31, 2024.
>
> Once again, congratulations!
>
> Jennifer Read
> Director of Grants Management

National Children's Alliance

Recipient Name: National Children’s Alliance; Recipient UEI: KV79V2J2AKF9; Federal Award Project Title: OJJDP Victims of Child Abuse (VOCA) Children’s Advocacy Centers National Subgrants Program; Federal Award Identification Number (FAIN): 15PJDP-21-GK-02759-JJVO; Federal Award Date: 10/19/2021; Period of Performance Start and End Date: from 10/01/2022 to 03/31/2025; Total Amount of Award: $25,674,791; Federal Award Project Description: The VOCA Children’s Advocacy Centers National Subgrants Program will provide funding for a national grant awards program for local children’s advocacy center programs, state chapters, and multidisciplinary teams that provide a coordinated investigation and response to child abuse; Name of Federal awarding agency: Department of Justice, Office of Justice Programs, Office of Juvenile Justice and Delinquency Prevention; CFDA Number: 16.758; Identification of whether the award is R&D: No; NCA Indirect Cost Rate for the Federal Award: 16.48%.

--

Melody Lenhardt
Family Advocacy Division Manager
Public Health
O: 520-866-7029 **M:** 520-705-4854
PINAL COUNTY

--

Otilia "Tillie" Berrones
Accounting Supervisor
Public Health Services District
O: 520-866-7329 **M:** 520-340-1848
PINAL COUNTY

PINAL COUNTY
WIDE OPEN OPPORTUNITY

AGENDA ITEM

October 30, 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 to submit a Project Amendment Request to the Arizona Office of the Attorney General Child and Family Advocacy Center - Opioid grant program to extend the award period of Agreement AG24-0005-008 from December 31, 2024, to June 30, 2025, not to exceed the amount of $27,464.33. This grant will continue to be used by the Public Health Department to provide connections to care for people who have - or are at risk of developing - Opioid Use Disorder and any co-occurring Substance Use Disorder/Mental Health conditions, co-usage, and/or co-addiction through evidence-based, evidence-informed, or promising programs or strategies. (Melody Lenhardt/Merissa Mendoza)

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

There will be no fiscal impact to the general fund.

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

MOTION:

Approve as presented.

History

Time	Who	Approval
10/18/2024 12:20 PM	County Attorney	Yes
10/21/2024 7:25 AM	Grants/Hearings	Yes
10/21/2024 10:28 AM	Budget Office	Yes
10/24/2024 2:02 PM	County Manager	Yes
10/24/2024 3:32 PM	Clerk of the Board	Yes

ATTACHMENTS:

Click to download
BOS Grant Request Form
Original Award Notification
Eloy FAC Project Amendment Request

PINAL COUNTY
WIDE OPEN OPPORTUNITY

Board of Supervisors Grant Request

Board of Supervisors meeting date: October 30, 2024

Department seeking grant: Public Health Services District

Name of Granting Agency: Office of Attorney General

Name of Grant Program: Family Advocacy Center - Opiod

Project Name: Eloy FAC - Opiod

Amount requested: up to $65,000

Match amount, if applicable: $0

Application due date: 11/01/2024

Anticipated award date/fiscal year: 12/01/2024

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

Applicable Supervisor District: Countywide

Brief description of project:
To continue to provide funding to the Eloy Family Advocacy Center to prevent misuse of opioids or provide connections to care for people who have-or are at risk of developing-OUD and any co-ocurring SUD/MH conditions, co-usage, and/or co-addiction through evidence-based, evidence-informed, or promising programs or strategies.

Approval received per Policy 8.20: ✔ OnBase Grant #: 2023-1127

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 ☐

OFFICE OF THE ARIZONA ATTORNEY GENERAL

KRIS MAYES
ATTORNEY GENERAL

OPERATIONS DIVISION
PROCUREMENT SECTION

CINDY PALMER
PROCUREMENT MANAGER

February 14, 2024

Jeff Serdy
Pinal County
Eloy Family Advocacy Center
31 North Pinal Street
Florence, AZ 85132
BOSchair@pinal.gov

RE: AG24-0005 Child and Family Advocacy Center Fund (Opioid Focus)

Dear Mr. Serdy:

On the behalf of the Arizona Attorney General's Office, I am notifying you that our office has completed its evaluation of the grant applications received in response to RFGA # AG24-0005, Child and Family Advocacy Center Fund (Opioid Focus). The evaluation was done in accordance with A.R.S. § 41-2702, § 41-191.11 and the criteria established in the Request for Grant Application (RFGA).

I am pleased to announce that Pinal County has been awarded AGO grant funding to support Eloy Family Advocacy Center. The award is in the amount of $27,464.33 with a program period of January 1, 2024-December 31, 2024 (project# AG24-0005-008). A kick-off meeting will be scheduled with your grant specialist to discuss next steps related to payments and financial reporting as described in the grant. Future reimbursements will be based on completion of your 2023 requirements.

Please forward a copy(s) of your Certificate of Insurance per the contract requirements to Cindy Palmer, Procurement Manager at Procurement@azag.gov. Additional questions may also be directed to Stephanie Parker, Grant Specialist at Stephanie.Parker@azag.gov or 602.542.3542.

On behalf of the Arizona Attorney General's Office, we appreciate the time and effort you have spent responding and submitting a proposal to this solicitation. Providing support services to our most vulnerable victims is important work and we look forward to continuing to work with your organization in the near future.

Sincerely,

Kris Mayes
Arizona Attorney General

	ATTACHMENT I **OFFER AND ACCEPTANCE**	**State of Arizona** **Office of the Attorney General** Procurement Section 2005 N. Central Avenue Phoenix, Arizona 85004
	AGO PROJECT NO: AG24-0005	

OFFER

TO THE STATE OF ARIZONA:

The Undersigned hereby offers and agrees to furnish the material, service or construction in compliance with all terms, conditions, specifications and amendments in the Solicitation and any written exceptions in the offer. Signature also certifies Small Business status.

Pinal County			Jeff Serdy	
Company Name			**Signature of Person Authorized to Sign Offer**	
31 North Pinal Street			Jeff Serdy	
Company Address			**Printed Name**	
Florence	AZ	85132	Chairman of the Board of Supervisors	
City	**State**	**Zip**	**Title**	
BOSchair@pinal.gov			520-866-6068	
Contact Email Address			**Contract Phone Number**	**Contact Fax Number**

By signature in the Offer section above, the Offeror certifies:

1. The submission of the Offer did not involve collusion or other anticompetitive practices.
2. The Offeror shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246, State Executive Order 2009-9 or A.R.S. §§ 41-1461 through 1465.
3. The Offeror has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer. Failure to provide a valid signature affirming the stipulations required by this clause shall result in rejection of the offer. Signing the offer with a false statement shall void the offer, any resulting contract and may be subject to legal remedies provided by law.
4. The Offeror certifies that the above referenced organization ☒ IS/ ☐ IS NOT a small business with less than 100 employees or has gross revenues of $4 million or less.

ACCEPTANCE OF OFFER

Your offer is hereby accepted:

The Grantee is now bound to sell the materials, services or construction listed by the attached contract based upon the solicitation, including all terms, conditions, specifications, amendments, etc., and the Grantee's offer as accepted by the Office of the Attorney General.

The Grantee is hereby cautioned not to commence any billable work or provide any material or service under this contract until the Contractor receives a purchase order, contract release document or written notice to proceed.

This Contract shall henceforth be referred to as Contract No.:	AG24-0005-008 (Eloy)			
The effective date of the Contract is:	January 1, 2024			
STATE OF ARIZONA **OFFICE OF THE ATTORNEY GENERAL**	Awarded this	21st	Day of February	, 2024
	Kris Mayes, Attorney General			

PLEASE READ INSTRUCTIONS PRIOR TO COMPLETING THE FOR

Project Amendment Requests : A Quick Guide

When should you do a Project Amendment Request?

- You need to revise your budget
- Have a change in personnel funded on the grant, used for match, or key staff (Executive Director, fiscal officer, and project director.)
- Have a change in project scope
- You need an extension

1. Identifying information: In this section you'll need to fill out the Sub-grantee Name, Project Name, Sub-Grant Number, and Change Number (*1 for the first change requested, 2 for the next etc.)* The rest of the information is already filled out or will fill out automatically when the next section is complete.

2. Budget: Everyone will fill out their current budget under the column "Approved Budget" regardless of if they are requesting a change in budget or not. Those who are not revising their budget will just fill out their current amounts and move along, but those who are requesting revisions will also fill out the revision amounts column following the instructions on the form. (See highlighted column.) Under Revision Amounts, enter amount to add to line item and amounts to subtract from a line items (ex: -120.50 or 120.50) Total should equal $0.00 unless additional funds or a decrease in funds is being requested. Revised budget column will be the final budget revision request. Narrative for budget changes

3. Personnel/Contracts: Only those requesting personnel or contract changes need to fill this section out. For personnel changes we request you send in the job description for the replacement with your completed PAR and for contract changes we request you include a copy of the contract with the PAR.

4. Change in project Scope: Please type "yes" in the box if you are requesting a scope change or "no" if not applicable. Scope changes will need to be explained on the Explanation tab.

5. Sub-grantee Acceptance: Once the other areas are filled out, please print the form and have this final section filled out, identifying the signers by name and position. Have both authorized officials then sign and date.

6. Extension requests should be entered in the Explanation tab with justification.

Please also note the 2nd page, which you can find by clicking the yellow tab labeled –" Explanation."

On this page, please provide a written explanation for all changes. This page must be included.

Please send completed project change notice form *and* explanation page in a single PDF to Grants@azag.gov and include your current financial reporting workbook so that any potential changes can be made.

ARIZONA OFFICE OF THE ATTORNEY GENERAL
Child & Family Advocacy Center - One AZ Plan 2024
PROJECT AMENDMENT REQUEST (PAR)

Grantee Name:	**Pinal County Public Health**	SUBGRANT NUMBER:	**AG24-0005-008**
		CHANGE NUMBER:	**1**
PROJECT TITLE:	Pinal County Family Advocacy Center - Eloy	CFDA No.:	N/A
GRANT PERIOD:	**1/1/24-12/31/24**		

CATEGORY:	***Approved Budget***	**REVISION AMOUNTS (+/- FOR EACH LINE ITEM)**	**Revised Budget**
Personal Services/Personnel	$0.00	$0.00	$0.00
ERE/Fringe	$0.00	$0.00	$0.00
Travel	$6,000.00	$0.00	$6,000.00
Equipment	$11,000.00	$1,000.00	$12,000.00
Supplies	$5,000.00	-$1,000.00	$4,000.00
Construction	$0.00	$0.00	$0.00
Consultants/Contracts	$0.00	$0.00	$0.00
Other	$5,464.33	$0.00	$5,464.33
Indirect	$0.00	$0.00	$0.00
Total	**$27,464.33**	**$0.00**	**$27,464.33**

OTHER CHANGES:		**FROM**	**TO**
Personnel:	Name	N/A	N/A
	Title		
	Phone/Email		
	Name		
	Title		
	Phone/Email		
Contract:	Name		
	Title		
	Phone/Email		

Change in Project Scope: | **OAG Use Only**

AGENCY APPROVAL	***GRANTEE/SUBGRANTEE ACCEPTANCE***	
Kris Mayes Attorney General		
	Executive Director or Equivalent's Name	*President - Board of Directors, or Equivalent's Name*
By: **Cindy Palmer**	*Executive Director*	*Executive Board President*
Contracts Manager	*Executive Director or Equivalent's Title*	*President - Board of Directors, or Equivalent's Title*
X /	x /	X /
Signature of Approving Official *Date*	*Signature* *Date*	*Signature* *Date*

We are requesting additional time to make all expenditures. Some projects have required quotes and scheduling of contractors that has caused delays. Funds will be utilized to purchase updated security cameras for the center and some of the parts are on backorder, creating a delay in expenditures. Further, there are upcoming conferences and trainings that would be beneficial for staff but will occur just after the current end date for these funds. Additional time would be beneficial to ensure all project funds are spent and in such as way as to contribute to the furtherance of Family Advocacy Center services and staff development, thereby enabling improved services to the victims we serve. The enhanced services will include proper opioid prevention education to all families visiting the center. For these reasons, we are requesting an extension to June 30, 2025. With regards to the line item changes, additional equipment needs were identified for the medical exam room and updates and upgrades to security cameras necessitating a move of $1000 from the supplies line item to the equipment line item.

PINAL COUNTY
WIDE OPEN OPPORTUNITY

AGENDA ITEM

October 30, 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 to submit a Project Amendment Request to the Arizona Office of the Attorney General Child and Family Advocacy Center - Opioid grant program to extend the award period of Agreement AG24-0005-009 from December 31, 2024, to June 30, 2025, in the amount of $26,210.58. The grant will continue to be used by the Public Health Department to provide funding to the Maricopa Family Advocacy Center to prevent misuse of opioids or proved connections to care for people who have - or are at risk of developing - Opioid Use Disorder and any co-occurring Substance Use Disorder/Mental Health conditions, co-usage, and/or co-addiction through evidence-based, evidence-informed, or promising programs or strategies. (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

Time	Who	Approval
10/18/2024 12:21 PM	County Attorney	Yes
10/21/2024 7:26 AM	Grants/Hearings	Yes
10/21/2024 10:29 AM	Budget Office	Yes
10/24/2024 2:00 PM	County Manager	Yes
10/24/2024 3:33 PM	Clerk of the Board	Yes

ATTACHMENTS:

Click to download
BOS Grant Request Form
Original Award Notification
Maricopa FAC Project Amendment Request

PINAL COUNTY
WIDE OPEN OPPORTUNITY

Board of Supervisors Grant Request

Board of Supervisors meeting date: October 30, 2024

Department seeking grant: Public Health Services District

Name of Granting Agency: Office of Attorney General

Name of Grant Program: Family Advocacy Center - Opiod

Project Name: Maricopa FAC - Opioid

Amount requested: up to $65,000

Match amount, if applicable: $0

Application due date: 11/01/2024

Anticipated award date/fiscal year: 12/01/2024

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

Applicable Supervisor District: Countywide

Brief description of project:
To continue to provide funding to the Maricopa Family Advocacy Center to prevent misuse of opioids or provide connections to care for people who have-or are at risk of developing-OUD and any co-ocurring SUD/MH conditions, co-usage, and/or co-addiction through evidence-based, evidence-informed, or promising programs or strategies.

Approval received per Policy 8.20: ✔ OnBase Grant #: 2023-1128

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 ☐

OFFICE OF THE ARIZONA ATTORNEY GENERAL

KRIS MAYES
ATTORNEY GENERAL

OPERATIONS DIVISION
PROCUREMENT SECTION

CINDY PALMER
PROCUREMENT MANAGER

February 14, 2024

Jeff Serdy
Pinal County
Maricopa Family Advocacy Center
31 North Pinal Street
Florence, AZ 85132
BOSchair@pinal.gov

RE: AG24-0005 Child and Family Advocacy Center Fund (Opioid Focus)

Dear Mr. Serdy:

On the behalf of the Arizona Attorney General's Office, I am notifying you that our office has completed its evaluation of the grant applications received in response to RFGA # AG24-0005, Child and Family Advocacy Center Fund (Opioid Focus). The evaluation was done in accordance with A.R.S. § 41-2702, § 41-191.11 and the criteria established in the Request for Grant Application (RFGA).

I am pleased to announce that Pinal County has been awarded AGO grant funding to support Maricopa Family Advocacy Center. The award is in the amount of $25,210.58 with a program period of January 1, 2024-December 31, 2024 (project# AG24-0005-009). A kick-off meeting will be scheduled with your grant specialist to discuss next steps related to payments and financial reporting as described in the grant. Future reimbursements will be based on completion of your 2023 requirements.

Please forward a copy(s) of your Certificate of Insurance per the contract requirements to Cindy Palmer, Procurement Manager at Procurement@azag.gov. Additional questions may also be directed to Stephanie Parker, Grant Specialist at Stephanie.Parker@azag.gov or 602.542.3542.

On behalf of the Arizona Attorney General's Office, we appreciate the time and effort you have spent responding and submitting a proposal to this solicitation. Providing support services to our most vulnerable victims is important work and we look forward to continuing to work with your organization in the near future.

Sincerely,

Kris Mayes
Arizona Attorney General

	ATTACHMENT I **OFFER AND ACCEPTANCE**	**State of Arizona** **Office of the Attorney General** Procurement Section 2005 N. Central Avenue Phoenix, Arizona 85004
	AGO PROJECT NO: AG24-0005	

OFFER

TO THE STATE OF ARIZONA:

The Undersigned hereby offers and agrees to furnish the material, service or construction in compliance with all terms, conditions, specifications and amendments in the Solicitation and any written exceptions in the offer. Signature also certifies Small Business status.

Pinal County			Jeff Serdy	
Company Name			**Signature of Person Authorized to Sign Offer**	
31 North Pinal Street			Jeff Serdy	
Company Address			**Printed Name**	
Florence	AZ	85132	Chairman of the Board of Supervisors	
City	**State**	**Zip**	**Title**	
BOSchair@pinal.gov			520-866-6068	
Contact Email Address			**Contract Phone Number**	**Contact Fax Number**

By signature in the Offer section above, the Offeror certifies:

1. The submission of the Offer did not involve collusion or other anticompetitive practices.
2. The Offeror shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246, State Executive Order 2009-9 or A.R.S. §§ 41-1461 through 1465.
3. The Offeror has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer. Failure to provide a valid signature affirming the stipulations required by this clause shall result in rejection of the offer. Signing the offer with a false statement shall void the offer, any resulting contract and may be subject to legal remedies provided by law.
4. The Offeror certifies that the above referenced organization ☒ IS/☐ IS NOT a small business with less than 100 employees or has gross revenues of $4 million or less.

ACCEPTANCE OF OFFER

Your offer is hereby accepted:

The Grantee is now bound to sell the materials, services or construction listed by the attached contract based upon the solicitation, including all terms, conditions, specifications, amendments, etc., and the Grantee's offer as accepted by the Office of the Attorney General.

The Grantee is hereby cautioned not to commence any billable work or provide any material or service under this contract until the Contractor receives a purchase order, contract release document or written notice to proceed.

This Contract shall henceforth be referred to as Contract No.:		AG24-0005-009 (Maricopa)
The effective date of the Contract is:		January 1, 2024
STATE OF ARIZONA **OFFICE OF THE ATTORNEY GENERAL**	Awarded this	21st Day of February, 2024
		Kris Mayes, Attorney General

PLEASE READ INSTRUCTIONS PRIOR TO COMPLETING THE FOR

Project Amendment Requests : A Quick Guide

When should you do a Project Amendment Request?

- You need to revise your budget
- Have a change in personnel funded on the grant, used for match, or key staff (Executive Director, fiscal officer, and project director.)
- Have a change in project scope
- You need an extension

1. Identifying information: In this section you'll need to fill out the Sub-grantee Name, Project Name, Sub-Grant Number, and Change Number (*1 for the first change requested, 2 for the next etc.)* The rest of the information is already filled out or will fill out automatically when the next section is complete.

2. Budget: Everyone will fill out their current budget under the column "Approved Budget" regardless of if they are requesting a change in budget or not. Those who are not revising their budget will just fill out their current amounts and move along, but those who are requesting revisions will also fill out the revision amounts column following the instructions on the form. (See highlighted column.) Under Revision Amounts, enter amount to add to line item and amounts to subtract from a line items (ex: -120.50 or 120.50) Total should equal $0.00 unless additional funds or a decrease in funds is being requested. Revised budget column will be the final budget revision request. Narrative for budget changes

3. Personnel/Contracts: Only those requesting personnel or contract changes need to fill this section out. For personnel changes we request you send in the job description for the replacement with your completed PAR and for contract changes we request you include a copy of the contract with the PAR.

4. Change in project Scope: Please type "yes" in the box if you are requesting a scope change or "no" if not applicable. Scope changes will need to be explained on the Explanation tab.

5. Sub-grantee Acceptance: Once the other areas are filled out, please print the form and have this final section filled out, identifying the signers by name and position. Have both authorized officials then sign and date.

6. Extension requests should be entered in the Explanation tab with justification.

Please also note the 2nd page, which you can find by clicking the yellow tab labeled –" Explanation."

On this page, please provide a written explanation for all changes. This page must be included.

Please send completed project change notice form *and* explanation page in a single PDF to Grants@azag.gov and include your current financial reporting workbook so that any potential changes can be made.

ARIZONA OFFICE OF THE ATTORNEY GENERAL
Child & Family Advocacy Center - One AZ Plan 2024
PROJECT AMENDMENT REQUEST (PAR)

Grantee Name:	**Pinal County Public Health**	SUBGRANT NUMBER:	**AG24-0005-009**
		CHANGE NUMBER:	**1**
PROJECT TITLE:	Pinal County Family Advocacy Center -Maricopa	CFDA No.:	N/A
GRANT PERIOD:	**1/1/24-12/31/24**		

CATEGORY:	***Approved Budget***	**REVISION AMOUNTS (+/- FOR EACH LINE ITEM)**	**Revised Budget**
Personal Services/Personnel	$0.00	$0.00	$0.00
ERE/Fringe	$0.00	$0.00	$0.00
Travel	$5,000.00	-$1,000.00	$4,000.00
Equipment	$5,300.00	-$2,000.00	$3,300.00
Supplies	$0.00	$3,000.00	$3,000.00
Construction	$13,000.00	-$1,000.00	$12,000.00
Consultants/Contracts	$0.00	$0.00	$0.00
Other	$2,910.58	$1,000.00	$3,910.58
Indirect	$0.00	$0.00	$0.00
Total	**$26,210.58**	**$0.00**	**$26,210.58**

OTHER CHANGES:		**FROM**	**TO**
Personnel:	Name	N/A	N/A
	Title		
	Phone/Email		
	Name		
	Title		
	Phone/Email		
Contract:	Name		
	Title		
	Phone/Email		

Change in Project Scope: | **OAG Use Only**

AGENCY APPROVAL	***GRANTEE/SUBGRANTEE ACCEPTANCE***	
Kris Mayes Attorney General		
	Executive Director or Equivalent's Name	*President - Board of Directors, or Equivalent's Name*
By: **Cindy Palmer**	*Executive Director*	*Executive Board President*
Contracts Manager	*Executive Director or Equivalent's Title*	*President - Board of Directors, or Equivalent's Title*
X /	x /	X /
Signature of Approving Official *Date*	*Signature* *Date*	*Signature* *Date*

We are requesting additional time to make all expenditures. Some projects have required quotes and scheduling of contractors that has caused delays. Specifically, funds will be utilized for a remodel of an outdated bathroom. Additional time is needed to allow the contractor to gather the necessary supplies and complete the work. Further, there are upcoming conferences and trainings that would be beneficial for staff but will occur just after the current end date for these funds. Additional time would be beneficial to ensure all project funds are spent and in such as way as to contribute to the furtherance of Family Advocacy Center services and staff development, thereby enabling improved services to the victims we serve. The enhanced services will include proper opioid prevention education to all families visiting the center. We are requesting an extension to June 30, 2025 for the expenditure of all funds. With regards to the line items, the requested project involves renovation to an existing outdated client bathroom. The updated quotes put this project cost at almost $12,000, therefore we are moving funds into the supplies line item to also be able to purchase needed supplies for the center. Travel was also readjusted, with a portion going to the other category to allow for registration costs for relevant training for staff.

PINAL COUNTY
WIDE OPEN OPPORTUNITY

AGENDA ITEM

October 30, 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 to submit a Project Amendment Request to the Arizona Office of the Attorney General Child and Family Advocacy Center - Opioid grant program to extend the award period of Agreement AG24-0005-010 from December 31, 2024, to June 30, 2025, in the amount of $31,035.65. This grant will continue to be used by the Public Health Department to provide funding to the San Tan Valley Family Advocacy Center to prevent misuse of opioids or provide connections to care for people who have - or are at risk of developing - Opioid Use Disorder and any co-occurring Substance Use Disorder/Mental Health conditions, co-usage, and/or co-addiction through evidence-based, evidence-informed, or promising programs or strategies. (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

Time	Who	Approval
10/18/2024 12:21 PM	County Attorney	Yes
10/21/2024 7:26 AM	Grants/Hearings	Yes
10/21/2024 10:29 AM	Budget Office	Yes
10/24/2024 12:44 PM	County Manager	Yes
10/24/2024 12:49 PM	Clerk of the Board	Yes

ATTACHMENTS:

Click to download
BOS Grant Request Form
Original Award Notification
STV FAC Project Amendment Request

PINAL COUNTY
WIDE OPEN OPPORTUNITY

Board of Supervisors Grant Request

Board of Supervisors meeting date: October 30, 2024

Department seeking grant: Public Health Services District

Name of Granting Agency: Office of Attorney General

Name of Grant Program: Family Advocacy Center - Opiod

Project Name: STV FAC - Opioid

Amount requested: up to $65,000

Match amount, if applicable: $0

Application due date: 11/01/2024

Anticipated award date/fiscal year: 12/01/2024

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

Applicable Supervisor District: Countywide

Brief description of project:
To continue to provide funding to the San Tan Valley Family Advocacy Center to prevent misuse of opioids or provide connections to care for people who have-or are at risk of developing-OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction through evidence-based, evidence-informed, or promising programs or strategies.

Approval received per Policy 8.20: ☑ OnBase Grant #: 2023-1129

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

OFFICE OF THE ARIZONA ATTORNEY GENERAL

KRIS MAYES
ATTORNEY GENERAL

OPERATIONS DIVISION
PROCUREMENT SECTION

CINDY PALMER
PROCUREMENT MANAGER

February 14, 2024

Jeff Serdy
Pinal County
San Tan Family Advocacy Center
31 North Pinal Street
Florence, AZ 85132
BOSchair@pinal.gov

RE: AG24-0005 Child and Family Advocacy Center Fund (Opioid Focus)

Dear Mr. Serdy:

On the behalf of the Arizona Attorney General's Office, I am notifying you that our office has completed its evaluation of the grant applications received in response to RFGA # AG24-0005, Child and Family Advocacy Center Fund (Opioid Focus). The evaluation was done in accordance with A.R.S. § 41-2702, § 41-191.11 and the criteria established in the Request for Grant Application (RFGA).

I am pleased to announce that Pinal County has been awarded AGO grant funding to support San Tan Family Advocacy Center. The award is in the amount of $31,053.65 with a program period of January 1, 2024-December 31, 2024 (project# AG24-0005-010). A kick-off meeting will be scheduled with your grant specialist to discuss next steps related to payments and financial reporting as described in the grant. Future reimbursements will be based on completion of your 2023 requirements.

Please forward a copy(s) of your Certificate of Insurance per the contract requirements to Cindy Palmer, Procurement Manager at Procurement@azag.gov. Additional questions may also be directed to Stephanie Parker, Grant Specialist at Stephanie.Parker@azag.gov or 602.542.3542.

On behalf of the Arizona Attorney General's Office, we appreciate the time and effort you have spent responding and submitting a proposal to this solicitation. Providing support services to our most vulnerable victims is important work and we look forward to continuing to work with your organization in the near future

Sincerely,

Kris Mayes
Arizona Attorney General

2005 N Central Ave, Phoenix, AZ 85004 | Phone: 602.542.7986 | www.azag.gov

	ATTACHMENT I **OFFER AND ACCEPTANCE**	**State of Arizona** **Office of the Attorney General** Procurement Section 2005 N. Central Avenue Phoenix, Arizona 85004
	AGO PROJECT NO: AG24-0005	

OFFER

TO THE STATE OF ARIZONA:

The Undersigned hereby offers and agrees to furnish the material, service or construction in compliance with all terms, conditions, specifications and amendments in the Solicitation and any written exceptions in the offer. Signature also certifies Small Business status.

Pinal County			JJ Serdy	
Company Name			**Signature of Person Authorized to Sign Offer**	
31 North Pinal Street			Jeff Serdy	
Company Address			**Printed Name**	
Florence	AZ	85132	Chairman of the Board of Supervisors	
City	**State**	**Zip**	**Title**	
BOSchair@pinal.gov			520-866-6068	
Contact Email Address			**Contact Phone Number**	**Contact Fax Number**

By signature in the Offer section above, the Offeror certifies:

1. The submission of the Offer did not involve collusion or other anticompetitive practices.
2. The Offeror shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246, State Executive Order 2009-9 or A.R.S. §§ 41-1461 through 1465.
3. The Offeror has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer. Failure to provide a valid signature affirming the stipulations required by this clause shall result in rejection of the offer. Signing the offer with a false statement shall void the offer, any resulting contract and may be subject to legal remedies provided by law.
4. The Offeror certifies that the above referenced organization ☒ IS/☐ IS NOT a small business with less than 100 employees or has gross revenues of $4 million or less.

ACCEPTANCE OF OFFER

Your offer is hereby accepted:

The Grantee is now bound to sell the materials, services or construction listed by the attached contract based upon the solicitation, including all terms, conditions, specifications, amendments, etc., and the Grantee's offer as accepted by the Office of the Attorney General.

The Grantee is hereby cautioned not to commence any billable work or provide any material or service under this contract until the Contractor receives a purchase order, contract release document or written notice to proceed.

This Contract shall henceforth be referred to as Contract No.:	AG24-0005-010 (San Tan)
The effective date of the Contract is:	January 1, 2024

STATE OF ARIZONA
OFFICE OF THE ATTORNEY GENERAL

Awarded this 21st Day of February, 2024

Kris Mayes, Attorney General

PLEASE READ INSTRUCTIONS PRIOR TO COMPLETING THE FOR

Project Amendment Requests : A Quick Guide

When should you do a Project Amendment Request?

- You need to revise your budget
- Have a change in personnel funded on the grant, used for match, or key staff (Executive Director, fiscal officer, and project director.)
- Have a change in project scope
- You need an extension

1. Identifying information: In this section you'll need to fill out the Sub-grantee Name, Project Name, Sub-Grant Number, and Change Number (*1 for the first change requested, 2 for the next etc.)* The rest of the information is already filled out or will fill out automatically when the next section is complete.

2. Budget: Everyone will fill out their current budget under the column "Approved Budget" regardless of if they are requesting a change in budget or not. Those who are not revising their budget will just fill out their current amounts and move along, but those who are requesting revisions will also fill out the revision amounts column following the instructions on the form. (See highlighted column.) Under Revision Amounts, enter amount to add to line item and amounts to subtract from a line items (ex: -120.50 or 120.50) Total should equal $0.00 unless additional funds or a decrease in funds is being requested. Revised budget column will be the final budget revision request. Narrative for budget changes

3. Personnel/Contracts: Only those requesting personnel or contract changes need to fill this section out. For personnel changes we request you send in the job description for the replacement with your completed PAR and for contract changes we request you include a copy of the contract with the PAR.

4. Change in project Scope: Please type "yes" in the box if you are requesting a scope change or "no" if not applicable. Scope changes will need to be explained on the Explanation tab.

5. Sub-grantee Acceptance: Once the other areas are filled out, please print the form and have this final section filled out, identifying the signers by name and position. Have both authorized officials then sign and date.

6. Extension requests should be entered in the Explanation tab with justification.

Please also note the 2nd page, which you can find by clicking the yellow tab labeled –" Explanation."

On this page, please provide a written explanation for all changes. This page must be included.

Please send completed project change notice form *and* explanation page in a single PDF to Grants@azag.gov and include your current financial reporting workbook so that any potential changes can be made.

ARIZONA OFFICE OF THE ATTORNEY GENERAL
Child & Family Advocacy Center - One AZ Plan 2024
PROJECT AMENDMENT REQUEST (PAR)

Grantee Name:	**Pinal County Public Health**	SUBGRANT NUMBER:	**AG24-0005-010**
		CHANGE NUMBER:	**1**
PROJECT TITLE:	Pinal County Family Advocacy Center - San Tan Valley	CFDA No.:	N/A
GRANT PERIOD:	**1/1/24-12/31/24**		

CATEGORY:	***Approved Budget***	**REVISION AMOUNTS (+/- FOR EACH LINE ITEM)**	**Revised Budget**
Personal Services/Personnel	$0.00	$0.00	$0.00
ERE/Fringe	$0.00	$0.00	$0.00
Travel	$8,000.00	$500.00	$8,500.00
Equipment	$14,000.00	-$7,000.00	$7,000.00
Supplies	$4,653.65	$0.00	$4,653.65
Construction	$0.00	$0.00	$0.00
Consultants/Contracts	$0.00	$2,500.00	$2,500.00
Other	$4,400.00	$4,000.00	$8,400.00
Indirect	$0.00	$0.00	$0.00
Total	**$31,053.65**	**$0.00**	**$31,053.65**

OTHER CHANGES:		**FROM**	**TO**
Personnel:	Name	N/A	N/A
	Title		
	Phone/Email		
	Name		
	Title		
	Phone/Email		
Contract:	Name		
	Title		
	Phone/Email		

Change in Project Scope: No

OAG Use Only

AGENCY APPROVAL	***GRANTEE/SUBGRANTEE ACCEPTANCE***	
Kris Mayes Attorney General		
	Executive Director or Equivalent's Name	*President - Board of Directors, or Equivalent's Name*
By: **Cindy Palmer**	*Executive Director*	*Executive Board President*
Contracts Manager	*Executive Director or Equivalent's Title*	*President - Board of Directors, or Equivalent's Title*
X /	x /	X /
Signature of Approving Official *Date*	*Signature* *Date*	*Signature* *Date*

We are requesting additional time to make all expenditures. Some projects have required quotes and scheduling of contractors that has caused delays. Further, there are upcoming conferences and trainings that would be beneficial for staff but will occur just after the current end date for these funds. Additional time would be beneficial to ensure all project funds are spent and in such as way as to contribute to the furtherance of Family Advocacy Center services and staff development, thereby enabling improved services to the victims we serve. We are requesting an extension to June 30, 2025 to ensure all funds are properly expended within the project goals. The enhanced services will include proper opioid prevention education to all families visiting the center. With regards to the line item changes, an opportunity to host training by a well-known speaker for multi-disciplinary team partners was identified so a portion of funding was moved to contractor and supplies to cover supplies for the training. It has also been determined that more needs exist for supplies and other than equipment for this center at this time so line items have been adjusted accordingly.

PINAL COUNTY
WIDE OPEN OPPORTUNITY

AGENDA ITEM

October 30, 2024 ADMINISTRATION BUILDING A
FLORENCE, ARIZONA

REQUESTED BY:

Funds #:

Dept. #:

Dept. Name: Clerk of the Board

Director: Natasha Kennedy

BRIEF DESCRIPTION OF AGENDA ITEM AND REQUESTED BOARD ACTION:

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

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

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

MOTION:

History

Time	Who	Approval

ATTACHMENTS:

Click to download
No Attachments Available

PINAL COUNTY
WIDE OPEN OPPORTUNITY

AGENDA ITEM

October 30, 2024 ADMINISTRATION BUILDING A
FLORENCE, ARIZONA

REQUESTED BY:

Funds #:

Dept. #:

Dept. Name: Clerk of the Board

Director: Natasha Kennedy

BRIEF DESCRIPTION OF AGENDA ITEM AND REQUESTED BOARD ACTION:

Meeting Notice of Posting

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

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

MOTION:

History

Time	Who	Approval

ATTACHMENTS:

Click to download
Notice of Posting

PINAL COUNTY
WIDE OPEN OPPORTUNITY

MEETING NOTICE OF POSTING

STATE OF ARIZONA

COUNTY OF PINAL

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

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

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

Pursuant to A.R.S. 38-431.02 notice is hereby given that the Pinal County Board of Supervisors and Pinal County Board of Directors will hold a Regular meeting on **Wednesday, October 30, 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, October 25, 2024, around 11:00 AM the Regular Agenda, Flood Control District Agenda, Library District Agenda, and Public Health Service District Agenda, and Executive Session as follows:

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

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the Official Pinal County, Arizona Seal this 25th day of October, 2024.

THE SEAL OF PINAL COUNTY ARIZONA 1875

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