PINAL COUNTY
WIDE OPEN OPPORTUNITY

NOTICE OF PUBLIC MEETING AND EXECUTIVE SESSION
PINAL COUNTY PUBLIC HEALTH SERVICES DISTRICT
BOARD OF DIRECTORS
AGENDA
Wednesday, November 20, 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 Award Agreement No. CTR064803 Amendment No. 1 under the Workforce Development Grant between the Arizona Department of Health Services and the Pinal County Public Health Services District (PCPHSD) through the Pinal County Board of Supervisors, beginning December 1, 2022, ending November 30, 2027, for $456,893.35. This amendment updates Exhibit 2 to clarify the subaward budget period and the price sheet to account for in-state and out-of-state travel costs. This grant will be used by the PCPHSD to fund one Program Manager of Public Health special projects over a five-year period with an emphasis on recruitment, retention and support of Public Health workforce. The funding is included in the current budget and was appropriated to this program. (Kore Redden/Sue Damiata/Merissa Mendoza)

* B. Discussion/approval/disapproval of Award Agreement No. CTR070160 Amendment No. 1 under the Overdose Data To Action Grant between the Arizona Department of Health Services and the Pinal County Public Health Services District through the Pinal County Board of Supervisors beginning September 1, 2024, ending August 31, 2028, for $80,000 annually. This grant will be used by the department to enhance capacity to address the opioid epidemic through prevention-based strategies, develop and maintain public safety partnerships, increase linkages to care, and increase access to overdose prevention and reversal tools. (Jan Vidimos/Merissa Mendoza)

ADJOURNMENT

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

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

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

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

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

Meeting Notice of Posting

PINAL COUNTY
WIDE OPEN OPPORTUNITY

AGENDA ITEM

November 20, 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 Agreement No. CTR064803 Amendment No. 1 under the Workforce Development Grant between the Arizona Department of Health Services and the Pinal County Public Health Services District (PCPHSD) through the Pinal County Board of Supervisors, beginning December 1, 2022, ending November 30, 2027, for $456,893.35. This amendment updates Exhibit 2 to clarify the subaward budget period and the price sheet to account for in-state and out-of-state travel costs. This grant will be used by the PCPHSD to fund one Program Manager of Public Health special projects over a five-year period with an emphasis on recruitment, retention and support of Public Health workforce. The funding is included in the current budget and was appropriated to this program. (Kore Redden/Sue Damiata/Merissa Mendoza)

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

No impact on the general fund.

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

This grant will be used by PCPHSD for support to core infrastructure improvements that include but are not limited to establishing, expanding, and sustaining a public health workforce.

MOTION:

Approve as presented.

History

Time	Who	Approval
11/12/2024 2:43 PM	County Attorney	Yes
11/12/2024 3:27 PM	Grants/Hearings	Yes
11/12/2024 3:48 PM	Human Resources	Yes
11/15/2024 8:43 AM	Budget Office	Yes
11/15/2024 8:46 AM	County Manager	Yes

11/15/2024 8:48 AM	Clerk of the Board	Yes

ATTACHMENTS:

Click to download
BOS Grant Request
CTR064803 A1
CTR064803 Original Contract

PINAL COUNTY
WIDE OPEN OPPORTUNITY

Board of Supervisors Grant Request

Board of Supervisors meeting date: _____

Department seeking grant: _____

Name of Granting Agency: _____

Name of Grant Program: _____

Project Name: _____

Amount requested: _____

Match amount, if applicable: _____

Application due date: _____

Anticipated award date/fiscal year: _____

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

Applicable Supervisor District: _____

Brief description of project:

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

Please select one:

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

Please select all that apply:

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

	INTERGOVERNMENTAL AGREEMENT (IGA) **Amendment**	**ARIZONA DEPARTMENT OF HEALTH SERVICES** **OFFICE OF PROCUREMENT** 150 N. 18th Ave., Suite 530 Phoenix, Arizona 85007
	Contract No.: CTR064803 / IGA Amendment No: One (1)	Procurement Officer: **Nathaniel Thomas**

WORKFORCE DEVELOPMENT GRANT

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

1. Pursuant to Terms and Conditions, Provision Five (5) Contract Changes, subsection 5.1 Amendments, the Contract is hereby revised with the following:

1.1. The Price Sheet is revised and replaced.

1.2. Exhibit Two (2) 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:	County Authorized Signature
PO BOX 1348	
Address:	Print Name
Florence AZ 85132	
City State Zip	Title and Date

Pursuant to A.R.S. § 11-952, the undersigned public agency attorney has determined that this Intergovernmental Agreement is in proper form and is within the powers and authority granted under the laws of Arizona	This Intergovernmental Agreement Amendment shall be effective the date indicated. The Public Agency is hereby cautioned not to commence any billable work or provide any material, service or construction under this IGA until the IGA has been executed by an authorized ADHS signatory. State of Arizona
Signature Date	Signed this _____ day of _____2024.
Print Name	Procurement Officer
Contract No.: **CTR064803**, 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 OFFICE OF PROCUREMENT 150 N. 18th Ave., Suite 530 Phoenix, Arizona 85007
	Contract No.: CTR064803	IGA Amendment No: One (1)	Procurement Officer: **Nathaniel Thomas**

Price Sheet

Contract #: CTR064803
County Name: Pinal County Public Health Department
Funding: Strengthening US Public Health Infrastructure, Workforce and Data Systems Grant

ACCOUNT CLASSIFICATION		TOTAL
*Personnel		$293,549.00
*ERE		$102,742.00
Professional & Outside Services		$8,129.00
Travel		$9,844.00
In State:	*$1,500.00*	
Out of State	*$8,344.00*	
Occupancy		-
Other Operating Expense		$3,000.00
Capital Outlay (Equipment)		-
Indirect Rate and Costs *(if applicable, will Include % rate (XX%) and then add an asterisk (*) to the lines used to calculate this percentage)*		$39,629.00 (10%)
Total Contract Not to Exceed Amount		**$456,893.00**

The Contractor is authorized to transfer up to a maximum of twenty-five percent (25%) of the total budget amount between line items. Transfers exceeding twenty-five percent (25%) or to a non-funded line item shall require an amendment.

Exhibit Two (2) - 2 CFR 200.332	
§ 200.332 **Requirements for pass-through entities.** **All pass-through entities must:** **(a) Ensure that every subaward is clearly identified to the subrecipient as a subaward and includes the following information at the time of the subaward and if any of these data elements change, include the changes in subsequent subaward modification. When some of this information is not available, the pass-through entity must provide the best information available to describe the Federal award and subaward.**	
Prime Awardee:	**Arizona Department of Health Services**
DUNS #	**QMWUG1AMYF65**
Federal Award Identification (Grant Number):	1 NE11OE000047-01-00
Subrecipient name (which must match the name associated with its unique entity identifier):	Pinal County Public Health Department
Subrecipient's unique entity identifier (UEI #):	GX4FM9VQD7W3
Federal Award Identification Number (FAIN, sometimes it's the same as the Grant Number):	NE11OE000047
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;	11/26/2022
Subaward Period of Performance Start and End Date;	12/01/2022 -11/30/2027
Subaward Budget Period Start and End Date:	12/01/2022 - 11/30/2027
Amount of Federal Funds Obligated by this action by the pass-through entity to the subrecipient (this is normally the contract amount):	$456,893.00
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):	$5,939,613.60

Total Amount of the Federal Award committed to the subrecipient by the pass-through entity	$15,610,847.00
Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA)	Public Health Infrastructure and Workforce Development Grant
Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity	Centers for Disease Control and Prevention (CDC)
Assistance Listings number and Title; the pass-through entity must identify the dollar amount made available under each Federal award and the Assistance Listings Number at time of disbursement:	93.967
Identification of whether the award is R&D	No
Indirect cost rate for the Federal award (including if the de minimis rate is charged) per § 200.414	10%

	INTERGOVERNMENTAL AGREEMENT (IGA) **Contract No. CTR064803**	**ARIZONA DEPARTMENT OF HEALTH SERVICES** 150 North 18th Avenue, Suite 530 Phoenix, Arizona 85007 Procurement Officer: **Selena Leon**

Project Title: Workforce Development Grant **Begin Date:** 12/01/2022

Geographic Service Area: Pinal County Public Health Department **Termination Date:** 11/30/2027

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

- [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.**

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

Arizona Transaction (Sales) Privilege:

Federal Employer Identification No.:

Tax License No.:

Contractor Name: Pinal County Public Health Department
Address: PO BOX 1348, Florence, AZ 85132

FOR CLARIFICATION, CONTACT:

Name: Anela Arciga, Finance Manager

Phone: 520-866-7403

FAX No:

E-mail: anela.arciga@pinal.gov

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

Jeff Serdy 05/24/2023

Signature of Person Authorized to Sign Date

Jeff Serdy, Chairman

Print Name and Title

This Contract shall henceforth be referred to as Contract No. CTR064803 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: 2023.06.04 08:59:25 -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 5-22-23

Print Name and Title

Anne Froedge, Deputy County Attorney

Contract, No. CTR064803, 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:

Christina Contreras Digitally signed by Christina Contreras DN: cn=Christina Contreras, o=Arizona Attorney General's Office, ou, email=christina.contreras@azag.gov, c=US Date: 2023.06.02 11:25:46 -07'00'

Signature **Date**

Assistant Attorney General:

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

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

1.1 “Attachment” means any item 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.

1. Contract Type.

This Contract shall be: Cost Reimbursement

2. 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. Attachments;

3.3.4. Exhibits; then

3.3.5. Any other documents referenced or included in the Contract including, but not limited to, any documents that do not fall into one of the above categories.

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

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

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

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

3. Contract Administration and Operation

3.1. 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.

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

3.3. 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.

3.4. 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.

3.5. Non-Discrimination. The Contractor shall comply with State Executive Order No. 2023-01, 2009-09 and any and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.

3.6. 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.

3.7. 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.

3.8. 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.

3.9. 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.

3.10. 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.

3.11. 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 one of them.

3.12. Ownership of Intellectual Property

3.12.1. 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.

3.12.2. "Government Purpose Rights" are:

3.12.2.1. 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;

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

3.12.2.3. 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.

3.12.3. "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.

3.12.4. 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.

3.12.5. 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:

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

3.12.5.2. 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

3.12.5.3. 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.

3.12.6. 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.

3.13. 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.

3.14. 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.

3.15. 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.

3.16. 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.

3.17. Certifications Required by State Law.

3.17.1. 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.

3.17.2. 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. Costs and Payments

4.1. 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.

4.2. 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.

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

4.4. Applicable Taxes

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

4.4.2. 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.

4.4.3. 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.

4.4.4. 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.

4.5. 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.

4.6. 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:

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

4.6.2. Cancel the Contract; or

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

5. Contract Changes

5.1. 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.

5.2. 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.

5.3. 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.

6. Risk and Liability

6.1. 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.

6.2. Indemnification

6.2.1. 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.

6.2.2. 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.

6.3. 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.

6.4. Force Majeure.

6.4.1. 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.

6.4.2. Force Majeure shall not include the following occurrences:

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

6.4.2.2. 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

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

6.4.3. 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.

6.4.4. 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.

6.5. 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.

7. 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 5.3 [Assignment and Delegation] that expressly recognizes the event.

8.10. Performance in Public Health Emergency. Contractor warrants that it will:

8.10.1. Have in effect, promptly after commencement, a plan for continuing performance in the event of a declared public health emergency that addresses, at a minimum:

8.10.1.1. Identification of response personnel by name;

8.10.1.2. Key succession and performance responses in the event of sudden and significant decrease in workforce; and

8.10.1.3. Alternative avenues to keep sufficient product on hand or in the supply chain.

8.10.2. Provide a copy of its current plan to State within three (3) business days after State's written request. If Contractor claims relief under paragraph 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.

8.10.4. Failure to have or implement an appropriate plan will be a material breach of contract.

8.11. Lobbying

8.11.1. Prohibition. Contractor warrants that it will not engage in lobbying activities, as defined in 40 Code of Federal Regulations (CFR) part 34 and A.R.S. § 41-1231, *et seq*., using monies awarded under the Contract, provided that, the foregoing does not intend to constrain Contractor's use of its own monies or property, including without limitation any net proceeds duly realized under the Contract or any value thereafter derived from those proceeds; and upon award of the Contract, it will disclose all lobbying activities to State to the extent they are an actual or potential conflict of interest or where such activities could create an appearance of impropriety. Contractor shall implement and maintain adequate controls to assure compliance with above. Contractor shall obtain an equivalent warranty from all Subcontractors and shall include an equivalent no-lobbying provision in all Subcontracts.

8.11.2. Exception. This paragraph 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.

8.15. Survival of Rights and Obligations after Contract Expiration or Termination.

8.15.1. Survival of Warranty. All representations and warranties made by Contractor under the Contract will survive the expiration or earlier termination of the Contract.

8.15.2. Contractor's Representations and Warranties. All representations and warranties made by the Contractor under this Contract shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12- 529, the State is not subject to or barred by any limitations of actions prescribed in A.R.S., Title 12, Chapter 5.

8.15.3. Purchase Orders. The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Officer, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

9. State's Contractual Remedies

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

9.2. Stop Work Order.

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

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

9.3. Non-exclusive Remedies. The rights and the remedies of the State under this Contract are not exclusive.

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

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

10. Contract Termination

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

10.2. Gratuities. The State may, by written notice, terminate this Contract, in whole or in part, if the State determines that employment or a Gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the State with the purpose of influencing the outcome of the procurement or securing the Contract, an amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about contract performance. The State, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three (3) times the value of the Gratuity offered by the Contractor.

10.3. Suspension or Debarment. The State may, by written notice to the Contractor, immediately terminate this Contract if the State determines that the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a Subcontractor of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that the Contractor is not currently suspended or debarred. If the Contractor becomes suspended or debarred, the Contractor shall immediately notify the State.

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

10.5. Termination for Default.

10.5.1. In addition to the rights reserved in the contract, the State may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.

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

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

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

11. Contract Claims

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

12. Arbitration

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

13. Communication

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

13.2. Information and Coordination. The State will provide information to the Contractor pertaining to activities

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

14. Client Grievances

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

15. Sovereign Immunity

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

16. Administrative Changes

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

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

17.1. The Contractor warrants that it is familiar with the requirements of HIPAA, as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH Act) of 2009, and accompanying regulations and will comply with all applicable HIPAA requirements in the course of this Contract. Contractor warrants that it will cooperate with the Arizona Department of Health Services (ADHS) in the course of performance of the Contract so that both ADHS and Contractor will be in compliance with HIPAA, including cooperation and coordination with the Arizona Department of Administration-Arizona Strategic Enterprise Technology (ADOA-ASET) Office, the ADOA-ASET Arizona State Chief Information Security Officer and HIPAA Coordinator and other compliance officials required by HIPAA and its regulations. Contractor will sign any documents that are reasonably necessary to keep ADHS and Contractor in compliance with HIPAA, including, but not limited to, business associate agreements.

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

18. Fraud, Waste, or Abuse

18.1. ADHS requires all employees to abide by the State's Personnel System Rules, R2-5A-501; Standards of Conduct which includes maintaining high standards of honesty, integrity, and impartiality, free from

personal considerations and/or favoritism, and Code of Conduct for individuals engaged in Accounting, Financial and Budgeting Activities which depicts the moral, ethical, legal and professional aspects of personal conduct. ADHS requires the same conduct of its consultants, vendors, contractors, subrecipients, or persons doing business with the agency.

18.2. Any State employee, consultant, vendor, contractor or subrecipient or person doing business with the Agency who receives a report of improper activity must report the information within one (1) business day. Note: Federal Award policy denotes awardees must disclose, in a timely manner, in writing to ADHS all violations of Federal Criminal Law, involving fraud, bribery, or gratuity violations potentially affecting Federal Awards.

18.3. Anyone suspecting Fraud, Waste, or Abuse related to ADHS activities are required to report Fraud, Waste, or abuse through any of the following reporting channels:

18.3.1. ADHS Ethics Action Hotline at (602) 542-2347,

18.3.2. ADHS Ethics Action Email at reportethics@azdhs.gov ,or

18.3.3. General Accounting Office (GAO) Fraud Reporting Email at reportfraud@azdoa.gov to report Fraud, Waste, or Abuse incidents.

19. Unique Entity Identifier (UEI) Requirement

Pursuant to 2 CFR 25.100 et seq., no entity (defined as a Governmental organization, which is a State, local government, or Indian tribe; foreign public entity; domestic or foreign nonprofit organization; domestic or foreign for-profit organization; or Federal agency, but only as a sub-recipient under an award or sub-award to a non-Federal entity) may receive a sub-award from ADHS unless the entity provides its Unique Entity Identifier Number to ADHS. The number can be created in SAM.gov. If already registered the UEI has been assigned and can be viewed in SAM.gov .

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

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

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

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 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.

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 280, Phoenix, Arizona 85007.

SCOPE OF WORK

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

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

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

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

1.4. *"Emerging Issues"* are projects and/or strategies that become prominent and/or are unique to a particular County.

1.5. *"Evidence-Based Strategies"* are strategies that explicitly link public health or clinical practice recommendation to scientific evidence of the effectiveness and/or other characteristics of such practices. (Reference: Community Guide: http://www.thecommunityguide.org). Evidence based public health practice is the careful, intentional and sensible use of current best scientific in making decisions about the choice and application of public health interventions. (Reference: Community Commons https://www.communitycommons.org/)

1.6. *"Evidence-Informed"* means interventions, strategies, approaches, and/or program models that bring together the best available research, professional expertise, and input from participants to identify and deliver services that have promise to achieve positive outcomes.

1.7. *"Program Manager"* means the ADHS employee who is responsible for the implementation and oversight of the specific programs within the CDC Public Health Infrastructure and Workforce Development Grant. The Program Manager coordinates activities among Contractors and among ADHS staff, receives and reconciles invoices, handles budget issues, and provides technical support. The Program Manager is responsible for requesting contract amendments to be processed by the Procurement Office, conducting site visits, and monitoring Contractor compliance with the provisions of the Contract.

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

1.9. *"SOW"* means Scope of Work, which is the area in the agreement where the work to be performed is described. The SOW should contain any milestones, reports, deliverables, and end products that are expected to be provided by the performing party.

2. BACKGROUND

2.1. The COVID-19 Pandemic has emphasized the critical importance of a robust public health system. The pandemic also accentuated long-standing weaknesses and created new challenges to the U.S. public health infrastructure. Public health departments and other public health partners need to continue their work to respond to COVID-19 and prepare for other public health emergencies that arise in the future. Moreover, COVID-19 has affected nearly every aspect of healthcare and public health, laying bare disparities and gaps in health conditions and worsening others. Public health

agencies need the capacity to regain their footing in these areas and then accelerate their efforts. This funding is a first of its kind, non-categorical and cross-cutting, intended to help meet critical infrastructure and workforce needs in the short-term; and it should also make possible strategic investments that will have lasting effects on public health agencies across the United States;

2.2. The Centers for Disease Control and Prevention (CDC) awarded ADHS a five (5) year, non-competitive grant titled: ***Strengthening US Public Health Infrastructure, Workforce, and Data Systems.*** Supported in part by the American Rescue Plan Act (ARPA), the grant is a groundbreaking investment that supports critical public health infrastructure needs of jurisdictions across the United States. Funding from this grant will help ensure that every U.S. community has the people, service and systems needed to promote and protect health. The grant creates a foundation for CDC's public health infrastructure work and provides maximum flexibility so jurisdictions can address their most pressing needs; and

2.3. ADHS will focus its work with local health departments to implement the grant's workforce development strategies to hire, retain, sustain, and train the public health workforce.

3. PURPOSE

The purpose of this IGA is to leverage partnerships between ADHS and local health departments by providing **CDC *Strengthening US Public Health Infrastructure, Workforce, and Data Systems*** funding to support the implementations described herein. The intent of this IGA is to provide support to the unique needs of local health departments described in respective Work Plans and Budgets.

4. OBJECTIVES

4.1. Local health departments and statewide partners shall implement one (1) or more of the following:

4.1.1. Recruit and hire staff,

4.1.2. Retain staff,

4.1.3. Sustain and support staff,

4.1.4. Train staff, and/or

4.1.5. Strengthen workforce-related planning, systems, processes, and policies.

5. SCOPE OF WORK

Contractor Shall:

5.1. Recruit, retain, support, and train the public health workforce with a short-term key outcome of increased hiring of diverse public health staff and a longer goal of an increased public health workforce;

5.2. Implement activities identified in approved and agreed upon Price Sheet and Five (5) year Work Plans that align and support workforce development; and

5.3. The budget and performance period will begin December 1, 2022, and end November 30, 2027.

6. TASKS

The Contractor Shall:

6.1. Submit an updated Budget Workbook, utilizing the Budget Workbook Template, annually,

6.2. Clearly identify proposed spending in the budget,

6.3. Implement the approved and agreed upon Five (5) Year Work Plan with identified activities, milestone descriptions, responsible party(ies), collaborations, anticipated completion dates and measures of success,

6.4. Participate in all calls (semi-annual), technical assistance calls, webinars, meetings, training, and scheduled site visits, as needed,

6.5. Complete tagging and inventory of equipment in compliance with the policy of the State of Arizona Accounting Manual (SAAM),

6.5.1. Stewardship: https://gao.az.gov/sites/default/files/2022-06/2535%2520Stewardship%2520150701.pdf

6.5.2. Submit documents to the COVID-19 Workforce Development Program Manager pertaining to the asset (i.e., receiving papers, invoice, purchase order, receipts, etc.); and

6.5.3. Documents shall include the make, model, serial number, and acquisition date of the asset.

6.5.4. All out-of-state travel language shall follow the travel and per diem policies as outlined in the State of Arizona Accounting Manual,

6.5.4.1. Traveler Responsibilities: https://gao.az.gov/sites/default/files/2022-06/5007%2520Agency-leval%2520Travel%2520Responsibilities%2520180723.pdf, and

6.5.4.2. Travel Reimbursement Rates: https://gao.az.gov/sites/default/files/2023-03/5095%20Reimbursement%20Rates%20%20230109a.pdf

6.5.5. Comply with all federal reporting requirements, and

6.5.6. Timely submission of Annual Progress Reports.

7. FUNDING RESTRICTIONS

7.1. Funds shall not be used for any of the following (per CDC restrictions on this funding):

7.1.1. Research,

7.1.2. Recipients may not use funds for clinical care except as allowed by law. The funding provided under this award is primarily for the public health workforce. Recipients are encouraged to use funds to support positions necessary to bolster their public health workforce including positions such as public health physicians or nurses. Where, as part of the public health department's workforce and as part of hiring, retaining, supporting,

and training that workforce, individuals in these positions may provide services in a clinical setting, those services are allowable. For example, a physician or nurse hired, retained, supported, or trained with funds provided under this award is able to provide public health services in a city/county or state health department clinical setting,

7.1.3. Medical supplies or medicine, and

7.1.4. Furniture or equipment.

7.2. Reimbursement of pre-award costs generally is not allowed, unless the CDC provides written approval to the recipient;

7.3. Other than for normal and recognized executive-legislative relationships, no funds may be used for:

7.3.1. Publicity or propaganda purposes, for the preparation, distribution, or use of any,

7.3.2. Material designed to support or defeat the enactment of legislation before any legislative body, and

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

7.4. See Additional Requirement (AR) 12 for detailed guidance on this prohibition and additional guidance on lobbying for CDC recipients; and

7.5. The direct and primary recipient in a cooperative agreement program shall perform a substantial role in carrying out project outcomes and not merely serve as a conduit for an award to another party or provider who is ineligible.

8. APPROVALS

8.1. The annual progress reports, Work Plans, Budget Workbook, and monthly Contractor's Expenditure Reports (CER) with receipts supporting expenditures billed for in-state and out-of-state travel and equipment purchases or $250 or more, as required and/or requested, shall be submitted and approved by ADHS prior to payment reimbursement.

8.2. Upon approval of the Work Plan, any changes to the approved activities or strategies shall be resubmitted to ADHS for review and approval prior to implementation;

8.3. Any requests to provide additional information on expenditure reports and annual progress reports;

8.4. All marketing materials (use of ADHS logo, brochures, posters, public service announcements, paid media, videos, etc.) which have been developed, written, published, or recorded by the local health departments and/or statewide partners and paid for with funds from this award shall be first approved by ADHS prior to the dissemination of such materials or airing or use of such announcements;

8.5. Prior to conducting any evaluation or study involving human subjects, the Contractor shall:

8.5.1. Obtain pre-approval by ADHS, and

8.5.2. Obtain pre-approval by the Institutional Review Board (IRB) (as applicable),

8.6. Requests to transfer budget amounts between line items, exceeding twenty-five percent (25%) of the total budget or to a non-funded line item, will require a revised budget to be submitted to the Workforce Development Program Manager and a contract amendment issued by ADHS Procurement.

8.7. Request approval in writing to the ADHS Workforce Development Program Manager for purchases of single items of capital equipment at or above the purchase price of five thousand dollars ($5,000.00):

8.7.1. Requests can be made via email and shall include the following information:

8.7.1.1. Type of equipment requesting to be purchased;

8.7.1.2. Cost of equipment; and

8.7.1.3. How the proposed purchase supports the current approved Scope of Work and Work Plan.

9. ADHS RESPONSIBILITIES

9.1. Review, feedback, and approval of the five (5) year Work Plan within thirty (30) days of submission;

9.2. Review, feedback, and approval of the Budget Workbook, CERs, and supporting documentation within thirty (30) days of submission;

9.3. Feedback, technical assistance, and training to support the approved Work Plan, Budget, Annual Reporting, and supporting documentation;

9.4. Provide technical assistance and support on annual reports and other reporting requirements as defined and required by the CDC; and

9.5. Coordinate and conduct site visits, as needed.

10. DELIVERABLES

The Contractor Shall**:**

10.1. Submit Contractor Expenditure Report (CER) to ADHS, due thirty (30) days following each month of services, and maintain sufficient documentation in the form of receipts in support of expenses incurred for any purchases that are being claimed for reimbursement;

10.1.1. Supporting documentation shall be kept by the Contractor and does not need to be submitted with CERs with the exception of travel documentation (In-state and out-of-state) and single purchases of equipment exceeding $250, and

10.1.2. Upon request from ADHS, all receipts and documentation supporting expenses billed for a selected CER shall be submitted for review,

10.2. Submit Written Annual Progress Reports, due annually on January 31st;

10.3. Update the Budget Workbook, due annually on November 1st;

10.4. Provide the Workforce Development Program Manager with contact information of all program staff funded under this IGA/Contract within thirty days (30) days of contract execution to include:

10.4.1. Name, title, email, phone, and

10.4.2. Program area assigned.

10.5. Any staffing and/or programmatic changes shall be submitted to the Workforce Development Program Manager within fifteen (15) days providing all information outlined in 10.4.

11. STATE-PROVIDED ITEMS

ADHS shall provide:

11.1. Exhibit One (1) - Contractor Expenditure Report (CER);

11.2. Five (5) Year Work Plan;

11.3. Budget Workbook Template; and

11.4. Annual Report Template (to be provided after execution of Contract).

12. NOTICES, CORRESPONDENCE, AND REPORTS

12.1. Notices, correspondence, reports, supporting documentation, and CERs from the contractors to ADHS shall be sent to:

Benjamin Mesnik
Workforce Development Program Manager
Arizona Department of Health Services
150 N. 18th Avenue
Phoenix, Arizona 85007-3242
Email: benjamin.mesnik@azdhs.gov

12.2. Invoices shall be emailed to: invoices@azdhs.gov, and the Workforce Development Program Manager, benjamin.mesnik@azdhs.gov.

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

Contractor Pinal County Public Health Services District

Attention Anela Arciga, Finance Manager

Address PO Box 2945

City, State, Zip Florence AZ 85132

Phone 520-866-7403

Price Sheet

Contract #: CTR064803
County Name: Pinal County Public Health Department
Funding: Strengthening US Public Health Infrastructure, Workforce and Data Systems Grant
Budget Term: 5 years (estimated December 1, 2022-November 30, 2027)

ACCOUNT CLASSIFICATION		TOTAL
*Personnel		$293,549.00
*ERE		$102,742.00
Professional & Outside Services		$8,129.00
Travel		$9,844.00
In State:	*$9,844.00*	
Out of State	-	
Occupancy		-
Other Operating Expense		$3,000.00
Capital Outlay (Equipment)		-
Indirect Rate and Costs *(if applicable, will Include % rate (XX%) and then add an asterisk (*) to the lines used to calculate this percentage)*		$39,629.00 (10%)
Total Amount Requested		**$456,893.00**

The Contractor is authorized to transfer up to a maximum of twenty-five percent (25%) of the total budget amount between line items. Transfers exceeding twenty-five percent (25%) or to a non-funded line item shall require an amendment.

Arizona Department of Health Services
Accounting / Contracts
150 N 18th Avenue
Phoenix, Arizona 85007

CONTRACTOR'S EXPENDITURE REPORT (CER)

1. Invoice Number -
2. Contract Number
3. Program Identifier / Vendor Name -
4. Purchase Order - GAE Number -
5. Reporting Period -

☐ Cost Reimbursement - Cumulative Actual
☐ Fixed Price

☐ Periodic Report
☐ Final Report

Detailed Statement of Expenditures, Fixed Price and Match Requirements

6. COST REIMBURSEMENT (Actual Expenditures) A. Account Classification:	Approved Initial Budget	Date of Approved Budget Amendment	Approved Amended Budget	Prior Reporting Period YTD Expenditures	Current Reporting Period Expenditures	Total YTD Expenditures
Personal Services	$ -		$ -	$ -	$ -	$ -
ERE	$ -		$ -	$ -	$ -	$ -
Professional & Outside Services	$ -		$ -	$ -	$ -	$ -
Travel	$ -		$ -	$ -	$ -	$ -
Occupancy	$ -		$ -	$ -	$ -	$ -
Other Operating	$ -		$ -	$ -	$ -	$ -
Capital Outlay	$ -		$ -	$ -	$ -	$ -
Indirect Cost	$ -		$ -	$ -	$ -	$ -
Total	$ -		$ -	$ -	$ -	$ -

7. FIXED PRICE (Deliverables) A. Type of Unit: (Insert Below)	Rate Per Unit	Number of Units Provided This Reporting Period	Total Funds Earned This Reporting Period	Prior Reporting Period – YTD Funds Earned	Total YTD Funds Earned
	$ -	0	$ -	$ -	$ -
	$ -	0	$ -	$ -	$ -
	$ -	0	$ -	$ -	$ -
	$ -	0	$ -	$ -	$ -
	$ -	0	$ -	$ -	$ -
	$ -	0	$ -	$ -	$ -
	$ -	0	$ -	$ -	$ -
Total		0	$ -	$ -	$ -

8. Match Expenditures (Actual Expenditures) A. Account Classification: (Insert type of match below)	Prior Reporting Period YTD Expenditures	Current In-Kind Match Expenditures	Current Cash Match Expenditures	Total YTD Match Expenditures
	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -
Total	$ -	$ -	$ -	$ -

ADHS USE ONLY

I certify this report has been examined by me, and to the best of my knowledge and belief, the expenses noted are appropriate and reasonable. I also confirm the reported expenditures for fixed price information is valid, based on a review of supporting records. The sub recipient is in compliance with the terms of the contract which allows the program to approve and pay this CER invoice.

ADHS PROGRAM CERTIFICATION:

☐ Performance Satisfactory For Payment
☐ Performance Unsatisfactory, Withhold Payment
☐ No Payment Due

PROGRAM MANAGER SIGNATURE / DATE

PROGRAM MANAGER NAME / DATE

THIS SECTION FOR ADHS FINANCE USE ONLY

	AMOUNT
Total Expenditures / Total Fixed Price	$ -
Adj (if required):	$ -
Less: Year-to-Date Payments	$ -
Adj (if required):	$ -
Net Payment Due:	$ -

Fiscal Year	Function	PPC	Major Program	Program	Amount
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -

CONTRACTOR CERTIFICATION

I certify that this report has been examined by me, and to the best of my knowledge and belief, the reported expenditures and fixed price information are allowable, valid, based upon our official accounting records (book of account) and consistent with the terms of the contract. It is also understood that the contract payments are calculated by the Department of Health Services based upon information provided in this report.

CONTRACTOR'S SIGNATURE / DATE

CONTRACTOR'S NAME / DATE

Exhibit Two (2) - 2 CFR 200.332	
§ 200.332 **Requirements for pass-through entities.** **All pass-through entities must:** **(a) Ensure that every subaward is clearly identified to the subrecipient as a subaward and includes the following information at the time of the subaward and if any of these data elements change, include the changes in subsequent subaward modification. When some of this information is not available, the pass-through entity must provide the best information available to describe the Federal award and subaward.**	
Prime Awardee:	**Arizona Department of Health Services**
DUNS #	**QMWUG1AMYF65**
Federal Award Identification (Grant Number):	1 NE11OE000047-01-00
Subrecipient name (which must match the name associated with its unique entity identifier):	Pinal County Public Health Department
Subrecipient's unique entity identifier (UEI #):	GX4FM9VQD7W3
Federal Award Identification Number (FAIN, sometimes it's the same as the Grant Number):	NE11OE000047
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;	11/26/2022
Subaward Period of Performance Start and End Date;	12/01/2022 -11/30/2027
Subaward Budget Period Start and End Date:	12/01/2022 - 11/30/2023
Amount of Federal Funds Obligated by this action by the pass-through entity to the subrecipient (this is normally the contract amount):	$456,893.00
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):	$5,939,613.60
Total Amount of the Federal Award committed to the subrecipient by the pass-through entity	$15,610,847.00

Exhibit Two (2) - 2 CFR 200.332 (continued)

Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA)	Public Health Infrastructure and Workforce Development Grant
Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity	Centers for Disease Control and Prevention (CDC)
Assistance Listings number and Title; the pass-through entity must identify the dollar amount made available under each Federal award and the Assistance Listings Number at time of disbursement:	93.967
Identification of whether the award is R&D	No
Indirect cost rate for the Federal award (including if the de minimis rate is charged) per § 200.414	10%

PINAL COUNTY
WIDE OPEN OPPORTUNITY

AGENDA ITEM

November 20, 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 Agreement No. CTR070160 Amendment No. 1 under the Overdose Data To Action Grant between the Arizona Department of Health Services and the Pinal County Public Health Services District through the Pinal County Board of Supervisors beginning September 1, 2024, ending August 31, 2028, for $80,000 annually. This grant will be used by the department to enhance capacity to address the opioid epidemic through prevention-based strategies, develop and maintain public safety partnerships, increase linkages to care, and increase access to overdose prevention and reversal tools. (Jan Vidimos/Merissa Mendoza)

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

This funding was included in the FY 24/25 budget development for the Public Health Services District and will have no impact on the General Fund.

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

This grant will be used by the department to enhance capacity to address the opioid epidemic through prevention-based strategies, develop and maintain public safety partnerships, increase linkages to care, and increase access to overdose prevention and reversal tools.

MOTION:

Approve as presented.

History

Time	Who	Approval
10/30/2024 3:01 PM	County Attorney	Yes
10/30/2024 8:41 PM	Grants/Hearings	Yes
11/6/2024 8:28 AM	Budget Office	Yes
11/14/2024 10:01 AM	County Manager	Yes
11/14/2024 10:00 PM	Clerk of the Board	Yes

ATTACHMENTS:

Click to download
BOS Grant Request
CTR070160 A1
CTR070160 Executed Contract

PINAL COUNTY
WIDE OPEN OPPORTUNITY

Board of Supervisors Grant Request

Board of Supervisors meeting date: _____

Department seeking grant: _____

Name of Granting Agency: _____

Name of Grant Program: _____

Project Name: _____

Amount requested: _____

Match amount, if applicable: _____

Application due date: _____

Anticipated award date/fiscal year: _____

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

Applicable Supervisor District: _____

Brief description of project:

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

Please select one:

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

Please select all that apply:

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

	INTERGOVERNMENTAL AGREEMENT (IGA) **Amendment**	**ARIZONA DEPARTMENT OF HEALTH SERVICES** **OFFICE OF PROCUREMENT** 150 N. 18th Ave., Suite 530 Phoenix, Arizona 85007
	Contract No.: CTR070160 | IGA Amendment No: 1	Procurement Officer: **Stacy Buske**

CDC Overdose Data to Action – OD2A-S Pinal County

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

1. Pursuant to Terms and Conditions, Provision Six (6) Contract Changes, subsection 6.1 Amendments, the Contract is hereby revised with the following:

   1.1. The Price Sheet is revised and replaced.

   1.2. The Contract Term is being amended so that it is consistent with the date that funding was awarded.

   From: January 1, 2024 – December 31, 2029

   To: September 1, 2023 – August 31, 2028

ALL CHANGES ARE REFLECTED IN RED

All other provisions of this agreement remain unchanged.

Pinal County

Contractor Name:	County Authorized Signature
Address:	Print Name
City State Zip	Title and Date

Pursuant to A.R.S. § 11-952, the undersigned public agency attorney has determined that this Intergovernmental Agreement is in proper form and is within the powers and authority granted under the laws of Arizona	This Intergovernmental Agreement Amendment shall be effective the date indicated. The Public Agency is hereby cautioned not to commence any billable work or provide any material, service or construction under this IGA until the IGA has been executed by an authorized ADHS signatory. State of Arizona
Signature Date	Signed this _____ day of _____ 2024.
Print Name	Procurement Officer
Contract No.: **CTR070160**, 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 OFFICE OF PROCUREMENT 150 N. 18th Ave., Suite 530 Phoenix, Arizona 85007
	Contract No.: CTR070160	IGA Amendment No: 1	Procurement Officer: **Stacy Buske**

PRICE SHEET

COST REIMBURSEMENT

ACCOUNT CLASSIFICATION	TOTAL BUDGET
Personnel*	$51,164.00
ERE*	$19,163.00
Professional & Outside Services	$0.00
Travel	$0.00
Occupancy	$0.00
Other Operating	$2,640.30
Capital Outlay	$0.00
*Indirect (10%)	$7,032.70
TOTAL (ANNUAL NOT TO EXCEED)	**$80,000.00**

*Indicated indirect rate calculation

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

INTERGOVERNMENTAL AGREEMENT (IGA)

Contract No. CTR070160

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

Procurement Officer
Stacy Buske

Project Title: CDC Overdose Data to Action - OD2A-S Pinal County

Begin Date: January 1st, 2024

Geographic Service Area: State of Arizona

Termination Date: December 31st, 2029

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

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

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

Arizona Transaction (Sales) Privilege: _____

Federal Employer Identification No.: _____

Tax License No.: _____

Contractor Name: **Pinal County Arizona Public Health Services District**
Address: **PO BOX 1348; 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.

Mike Goodman 05/15/2024

Signature of Person Authorized to Sign Date

Mike Goodman, Chairman

Print Name and Title

This Contract shall henceforth be referred to as Contract No. CTR070160
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_

Denel Pickering

Digitally signed by Denel Pickering
Date: 2024.06.06 13:22:23 -07'00'

Procurement Officer

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

Anne Froedge 5-10-2024

Signature of Person Authorized to Sign Date

Anne Froedge, Deputy County Attorney

Print Name and Title

Contract, No. CTR070160, 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: 2024.06.03 09:30:02 -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. As used in this Contract, the terms listed below are defined as follows:

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

1.3. "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.

1.4. "Contract Amendment" means a written document signed by the Procurement Officer that is issued for the purpose of making changes to the Contract.

1.5. "Contractor" means any person who has a Contract with the State.

1.6. "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.

1.7. "Days" means calendar days unless otherwise specified.

1.8. "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.

1.9. "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.

1.10. "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.

1.11. "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.

1.12. "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.

1.13. "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.

1.14. "State Fiscal Year" means the period beginning with July 1st and ending June 30th.

1.15. "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.

1.16. "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

2.1. 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.

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.

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. The 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.

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.

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.

4.12.5.4. 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 4.12 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.

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.

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.

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

6. Contract Changes

6.1. Amendments. This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment within the scope of the Contract. Changes to the Contract, including the addition of Services or Materials, the revision of payment terms, or the substitution of Services or Materials, directed by a person who is not specifically authorized by the Procurement Officer in writing or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized written Contract Amendments shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.

6.2. Subcontracts. The Contractor shall not enter into any Subcontract under this Contract for the performance of this Contract without the advance written approval of the Procurement Officer as described in Arizona State Procurement Office Standard Procedure 002. The Contractor shall clearly list any proposed Subcontractors and the Subcontractor's proposed responsibilities. The Subcontract shall incorporate by reference the terms and conditions of this Contract.

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

7. Risk and Liability

7.1. Risk of Loss. The Contractor shall bear all loss of conforming Materials covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming Materials shall remain with the Contractor regardless of receipt.

7.2. Indemnification:

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

or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable. In consideration of the award of this Contract, the Contractor agrees to waive all rights of subrogation Insurance and Indemnification Guidelines for State of Arizona Contracts Professional Service Contracts against the State of Arizona, its officers, officials, agents, and employees for losses arising from the work performed by the Contractor for the State of Arizona. This indemnity shall not apply if the Contractor or Subcontractor(s) is/are an agency, board, commission, or university of the State of Arizona.

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

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

7.4. Force Majeure:

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

7.4.2. Force Majeure shall not include the following occurrences:

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

7.4.2.2. Late performance by a Subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition.

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.

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.

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.

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 the 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. The 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.

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.

8.10.4. Failure to have or implement an appropriate plan will be a material breach of contract.

8.11. Lobbying:

8.11.1. Prohibition. Contractor warrants that it will not engage in lobbying activities, as defined in 40 Code of Federal Regulations (CFR) part 34 and A.R.S. § 41-1231, *et seq.*, using monies awarded under the Contract, provided that, the foregoing does not intend to constrain Contractor's use of its own monies or property, including without limitation any net proceeds duly realized under the Contract or any value thereafter derived from those proceeds; and upon award of the Contract, it will disclose all lobbying activities to State to the extent they are an actual or potential conflict of interest or where such activities could create an appearance of impropriety. Contractor shall implement and maintain adequate controls to assure compliance with above. Contractor shall obtain an equivalent warranty from all Subcontractors and shall include an equivalent no-lobbying provision in all Subcontracts.

8.11.2. Exception. This paragraph 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.

8.15. Survival of Rights and Obligations after Contract Expiration or Termination:

8.15.1. Survival of Warranty. All representations and warranties made by Contractor under the Contract will survive the expiration or earlier termination of the Contract,

8.15.2. Contractor's Representations and Warranties. All representations and warranties made by the Contractor under this Contract shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, the State is not subject to or barred by any limitations of actions prescribed in A.R.S., Title 12, Chapter 5.

8.15.3. Purchase Orders. The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Officer, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

9. State's Contractual Remedies

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

9.2. Stop Work Order:

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

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

9.3. Non-exclusive Remedies. The rights and the remedies of the State under this Contract are not exclusive;

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

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

10. Contract Termination

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

10.2. Gratuities. The State may, by written notice, terminate this Contract, in whole or in part, if the State determines that employment or a Gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the State with the purpose of influencing the outcome of the procurement or securing the Contract, an amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about contract performance. The State, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three (3) times the value of the Gratuity offered by the Contractor.

10.3. Suspension or Debarment. The State may, by written notice to the Contractor, immediately terminate this Contract if the State determines that the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a Subcontractor of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that the Contractor is not currently suspended or debarred. If the Contractor becomes suspended or debarred, the Contractor shall immediately notify the State.

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

10.5. Termination for Default:

10.5.1. In addition to the rights reserved in the Contract, the State may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.

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

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

10.5.4. 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.

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 a suit.

16. Administrative Changes

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

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

17.1. The Contractor warrants that it is familiar with the requirements of HIPAA, as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH Act) of 2009, and accompanying regulations and will comply with all applicable HIPAA requirements in the course of this Contract. Contractor warrants that it will cooperate with the Arizona Department of Health Services (ADHS) in the course of performance of the Contract so that both ADHS and Contractor will be in compliance with HIPAA, including cooperation and coordination with the Arizona Department of Administration-Arizona Strategic Enterprise Technology (ADOA-ASET) Office, the ADOA-ASET Arizona State Chief Information Security Officer and HIPAA Coordinator and other compliance officials required by HIPAA and its regulations. Contractor will sign any documents that are reasonably necessary to keep ADHS and Contractor in compliance with HIPAA, including, but not limited to, business associate agreements.

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

18. Fraud, Waste, or Abuse

18.1. ADHS requires all employees to abide by the State's Personnel System Rules, R2-5A-501; Standards of Conduct which includes maintaining high standards of honesty, integrity, and impartiality, free from personal considerations and/or favoritism, and Code of Conduct for individuals engaged in Accounting, Financial and Budgeting Activities which depicts the moral, ethical, legal and professional aspects of personal conduct. ADHS requires the same conduct of its consultants, vendors, contractors, subrecipients, or persons doing business with the agency.

18.2. Any State employee, consultant, vendor, contractor or subrecipient or person doing business with the Agency who receives a report of improper activity must report the information within one (1) business day. Note: Federal Award policy denotes awardees must disclose, in a timely manner, in writing to ADHS all violations of Federal Criminal Law, involving fraud, bribery, or gratuity violations potentially affecting Federal Awards.

18.3. Anyone suspecting Fraud, Waste, or Abuse related to ADHS activities are required to report Fraud, Waste, or abuse through any of the following reporting channels:

18.3.1. ADHS Ethics Action Hotline at (602) 542-2347.

18.3.2. ADHS Ethics Action Email at reportethics@azdhs.gov.

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.

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.

25.17.1. **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.

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. DEFINITIONS:

1.1 "ADHS" for the purpose of this document refers to the Arizona Department of Health Services.

1.2 "OIVP" for the purpose of this document refers to the Office of Injury and Violence Prevention within the Arizona Department of Health Services.

1.2 "CDC" for the purpose of this document refers to the Centers for Disease Control and Prevention.

1.3 "CME" for the purpose of this document refers to Continuing Medical Education.

1.4 "CSPMP" for the purpose of this document refers to the Controlled Substances Prescription Monitoring Program.

1.5 "County or County Health Department" for the purpose of this document means the individual counties selected as high-burden areas in the state to implement the Prescription Drug Misuse and Abuse Toolkit.

1.6 "County Health Department Program Managers" for the purpose of this document, refers to the individual who works for the Contractor who has overall responsibility of the proposed project, including management of staff and Contractors to ensure that the State is in compliance with all grant requirements and communication with ADHS on progress made toward achieving the deliverables.

1.7 "DEA" for the purpose of this document refers to the United States Drug Enforcement Administration.

1.8 "High-burden areas" for the purpose of this document refers to communities which are identified by ADHS and Contractor as areas within the County with the highest rates of prescription drug mortality and morbidity.

1.9 "NAS" for the purpose of this document refers to Neonatal Abstinence Syndrome.

1.10 "Partners" for the purpose of this document refers to state agencies, providers, evidence-based practices (EBP's), communities and others.

1.11 "PSAs" for the purpose of this document refers to public service announcements.

1.12 "RHBAs" for the purpose of this document refers to Regional Behavioral Health Authorities.

1.13 "Rx" for the purpose of this document refers to prescription.

1.14 "ADHS Program Manager" means Arizona Department of Health Services employed staff managing the Project contract.

1.15 "ADHS Injury Epidemiologist" means Arizona Department of Health Services employed injury epidemiologist.

1.16 "Shall or Must" means a mandatory requirement. Failure to meet these mandatory requirements may deem Contractor out of compliance with the Contract.

2. BACKGROUND

2.1. ADHS OIVP administers funds provided by the CDC for operation of the Overdose Data to Action (OD2A) Intergovernmental Agreement.

2.2. The overarching goal of the Overdose Data to Action in States (OD2A-S) is to enhance ADHS' ability to track and prevent nonfatal and fatal overdoses while also identifying emerging drug threats. OD2A-S emphasizes surveillance strategies and the promotion of evidence-based and evidence-informed

interventions that have an immediate impact on reducing overdose morbidity and mortality, with a focus on opioids, stimulants, and polysubstance use (if addressed in combination with opioids and stimulants). OD2A-S is underpinned by a data to action framework that reinforces the use of surveillance and other data to inform and drive prevention efforts and policies, with an emphasis on addressing health equity and health disparities. ADHS is committed to supporting County health departments to implement data-driven prevention programs and to that end ADHS has included County support in its OD2A-S priorities. Participating counties will focus on activities related to one or more of the Prevention Strategies: Strategy 7--Public Safety Partnerships/Interventions, Strategy 8--Harm Reduction, and Strategy 9--Community-Based Linkages to Care.

2.3. Abuse and addiction to opioids is a serious and challenging national public health problem. Deaths from drug overdose have risen steadily over the past two (2) decades and have become the leading cause of injury death in the United States. The latest numbers from the CDC show a reported 92,452 overdose deaths for the year 2020, up thirty percent (30%) from the 71,130 deaths in 2019. Of those 2020 deaths, opioids were involved in 69,031, which accounts for seventy-five percent (75%) of all drug overdose deaths.

2.4. Previously, this opioid epidemic had been driven by prescription drug use. According to data from Arizona's CSPMP, there were 4.1 million Class II-IV prescriptions written and 240,511,812 pills dispensed in Arizona in 2019. This equates to thirty-four (34) Schedule II-IV controlled substance pills for every person, adults and children, living in Arizona. According to experts, recent prescribing practices in Arizona rank our state as twenty-eighth (28th) for opioid prescribing with forty-four point one (44.1) prescriptions per one-hundred people; but this is no longer the root cause of overdose deaths.

2.5. Now, the main driver of the opioid crisis is fentanyl. In 2019, synthetic opioids were involved in more than 36,000 deaths in the U. S., which is about seventy-three percent (73%) of all opioid-involved deaths that year. Most of these fentanyl deaths were due to illicitly-made fentanyl, which is found in counterfeit pills and being mixed into other drugs such as heroin. Other street drugs (such as methamphetamines) may be laced with fentanyl without the user's knowledge, adding to risk of overdose. In Arizona, presence of fentanyl in overdoses significantly increased from nine percent (9%) in 2017 to fifty percent (50%) in 2021.

2.6. In addition to the human cost, the financial burden of opioid misuse is enormous. In 2019, there were 56,623 hospital visits related to opioids in Arizona, at an average cost of $11,942 per visit. This equals about $676 million dollars in health care costs due to opioids.

2.7. Prescription and illicit opioids, like fentanyl, are addictive and responsible for an increasing number of deaths in Arizona. This rise reflects a growing problem across the nation and overdose deaths are the leading cause of preventable injury death.

2.8. Pinal County has experienced a sharp increase in overdose deaths in recent years. From 2017 to 2022, overdose deaths increased by 54.2%. Pinal County sits firmly within the Drug Enforcement Administration's drug corridor. Further, due to the rural nature of the County, there are often long distances to travel for treatment and emergency medical support.

2.9. The Pinal County Public Health Services District is uniquely poised to provide prevention and harm reduction education. In partnership with the Pinal County Medical Examiner's Office and Substance Misuse Prevention Coalitions, Pinal County Public Health has demonstrated the ability to mobilize partners to raise awareness and educate. The goal of the Pinal County OD2A program is to address the opioid epidemic by implementing prevention-based strategies that will lessen the overall impact and burden of opioid misuse within Pinal County. Pinal County Public Health has been working to reduce stigma, improve access to harm-reduction methods, and increase prevention and education since 2019.

2.10. Pinal County Public Health will utilize the actionable prevention recommendations identified in the Overdose Fatality Review process to determine appropriate prevention strategies and target populations. Increase Naloxone education and distribution.

3. OBJECTIVE

With resources awarded through the CDC, Arizona will be well equipped to continue expanding prevention services and strategies to halt, reverse, and diminish the opioid crisis in our state. OD2A-S strategies and priorities include:

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

3.2. Developing and maintaining public health and public safety partnerships (Strategy 7).

3.3. Increasing access to overdose prevention and reversal tools, treatment options, and drug checking equipment through developing and sustaining partnerships and/or creating and disseminating education and communication materials (Strategy 8).

3.4. Expanding linkages to care and treatment for Opioid Use Disorder (OUD) that support retention in care (Strategy 9).

3.5. Activities using navigators are encouraged under Strategy 8 and Strategy 9. Navigators can include peer navigators, certified peer recovery specialists, peer support specialists, case managers, patient navigators, community health workers, persons with lived experience, Promotoras, Community Health Representatives (CHRs).

4. TASKS

The Contractor shall complete tasks to achieve the following goals under each prevention strategy:

4.1 Public Safety Partnerships: Developing or maintaining strong public health and public safety partnerships.

4.1.1 Ensure the Pinal County Overdose Fatality Review (OFR) team has a public safety representative on the team.

4.1.2 Strengthen partnerships with the medical examiner and EMS throughout Pinal County.

4.1.3 Collaborate with Emergency Medical Services (EMS)/First Responders to develop and implement a Pinal County community resource tool to provide to families and/or friends in the event of an overdose.

4.2 Harm Reduction: Dissemination of education and communication materials and media to community members.

4.2.1 Increase Naloxone training with local coalitions, worksites, and agencies serving high-risk populations.

4.2.2 Increase tracking of naloxone usage.

4.3 Community-Based Linkage to Care: Linkages to care that support retention in care.

4.3.1 Partner with Pinal County re-entry programs to ensure individuals newly released from incarceration have education on harm reduction tools access and a seamless transfer into treatment.

5. REQUIREMENTS

The County shall designate a point of contact that will be responsible for maintaining documentation of any PSAs created and placed in the County, regarding opioid misuse prevention.

6. DELIVERABLES

The Contractor shall:

6.1. Participate in surveys, interviews (remote or face-to-face), and questionnaires developed and disseminated by ADHS' Evaluation Team or Consultant to collect data and information necessary to assess the state and local progress with meeting grant related goals, objectives, evaluation, and outcomes.

6.2. Receive prior approval before developing or releasing any PSAs or new educational materials.

6.3. Prepare and submit annual budget(s) and work/action plan(s).

6.4. Prepare and submit quarterly Contractors Expenditures Reports (CERs) and documentation at the end of each quarter.

6.5. Submit quarterly reports to ADHS detailing quarterly progress on grant activities.

6.6. Plan, schedule and attend onsite/virtual site visit with ADHS staff, as necessary to meet grant requirements.

6.7. Attend and participate in quarterly Contractor meetings with ADHS.

6.8. Participate in statewide media/marketing efforts.

6.9. Attend and participate in ADHS' Linkages to Care workgroup.

6.10. Attend and participate in any training, statewide Contractor's meetings, or professional development provided by ADHS or its contracted vendors, as necessary.

CDC Overdose Data to Action (OD2A) Grant Deliverables Timeline (September 1st - August 31st)

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

7. STATE PROVIDED ITEMS

ADHS will:

7.1. Provide budget, work/action plan, CER, and quarterly report templates.

7.2. Coordinate quarterly Contractor calls with County staff to facilitate state and County updates, and progress on opioid prevention projects and activities.

7.3. Host an annual meeting for funded agencies and organization, either face-to-face or virtual.

7.4. Schedule meetings and professional development opportunities with Counties to provide additional support for the implementation of grant related activities.

8. REFERENCE DOCUMENTS

8.1. Arizona Opioid Epidemic webpage and Interactive Data Dashboard- https://azhealth.gov/opioid

8.2. Arizona Opioid Assistance and Referral (OAR) Line- https://phoenixmed.arizona.edu/oar

8.3. CDC Drug Overdose Website- https://www.cdc.gov/drugoverdose/

9. APPROVALS

9.1. Prior to publishing or recording any marketing materials including, but not limited to, brochures, posters, public service announcements, publications, videos, or journal articles which will be developed and paid using funds awarded under this Contract, a draft of the marketing material must first be approved by ADHS. The ADHS Communications Director must approve prior to the dissemination of such materials or airing of such announcements.

9.2. With prior written approval from the ADHS Program Manager, the Contractor is authorized to transfer up to a maximum of ten percent (10%) of the total budget amount between line items. Transfers of funds are only allowed between funded line items. Transfers exceeding ten percent (10%) or to a non-funded line item shall require an amendment. The Contractor should reach out to the ADHS Program Manager before the end of the 3rd quarter, so that a timely amendment can be processed by ADHS.

9.3. Requests for publication, student thesis or dissertations based on the work funded by this Intergovernmental Agreement must be approved in writing, in advance, by the ADHS Principal Investigator. The Contractor shall submit the request to the ADHS Principal Investigator at least forty-five (45) days in advance of proposed publication date. ADHS agrees to limit circulation and use of such materials to internal distributions with ADHS and agrees that such distribution will be solely for the purposes of review and comment. ADHS may require additional statements and will provide the statements when needed.

10. NOTICES, CORRESPONDENCE, REPORTS

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

Arizona Department of Health Services
Elizabeth Markona
Opioid Program Administrator
150 North 18th Avenue, Suite 310-B
Phoenix, AZ 85007
Email: elizabeth.markona@azdhs.gov

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

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

Arizona Department of Health Services
Elizabeth Markona
Opioid Program Administrator
150 North 18th Avenue, Suite 310-B
Phoenix, AZ 85007
Email: elizabeth.markona@azdhs.gov

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

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

Pinal County Public Health Services District
Attention: Community Health Division Manager
PO Box 2945
Florence, AZ 85132
Phone: 820-866-7317
Email: Jan.Vidimos@pinal.gov

PRICE SHEET

COST REIMBURSEMENT

September 1st, 2023 - August 31st, 2024	
ACCOUNT CLASSIFICATION	**TOTAL BUDGET**
Personnel	$51,164.00
ERE	$19,163.00
Professional & Outside Services	$0.00
Travel	$0.00
Occupancy	$0.00
Other Operating	$2,641.00
Capital Outlay	$0.00
**Indirect (10%)	$7,032.00
TOTAL (ANNUAL NOT TO EXCEED)	**$80,000.00**

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

Exhibit One (1) - 2CFR 200.332

§ 200.332
Requirements for pass-through entities.
All pass-through entities must:

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

Prime Awardee:	**Arizona Department of Health Services**
DUNS #	**804745420**
Federal Award Identification (Grant Number):	NU17CE010227
Subrecipient name (which must match the name associated with its unique entity identifier):	Pinal County Public Health Services District
Subrecipient's unique entity identifier (DUNS #):	
Federal Award Identification Number (FAIN, sometimes it's the same as the Grant Number):	NU17CE010227
Federal Award Date (see the definition of Federal award date in § 200.1 of this part) of award to the recipient by the Federal agency;	08/23/2023
Subaward Period of Performance Start and End Date;	09/01/2023-08/31/2028
Subaward Budget Period Start and End Date:	09/01/2023-08/31/2024
Amount of Federal Funds Obligated by this action by the pass-through entity to the subrecipient (this is normally the contract amount):	$80,000.00

Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current financial obligation (how much is available for contracts):	$2,897,299.00
Total Amount of the Federal Award committed to the subrecipient by the pass-through entity	$80,000.00
Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA)	Overdose Data to Action in States
Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity	Department of Health and Human Services Center for Disease Control and Prevention
Assistance Listings number and Title; the pass-through entity must identify the dollar amount made available under each Federal award and the Assistance Listings Number at time of disbursement:	93.136
Identification of whether the award is R&D	No
Indirect cost rate for the Federal award (including if the de minimis rate is charged) per § 200.414	19.50%

Exhibit Two (2)

Required Disclosures for Federal Awardee Performance and Integrity Information System (FAPIIS): Consistent with 45 CFR 75.113, applicants and recipients must disclose in a timely manner, in writing to the CDC, with a copy to the HHS Office of Inspector General (OIG), all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Subrecipients must disclose, in a timely manner in writing to the prime recipient (pass through entity) and the HHS OIG, all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Disclosures must be sent in writing to the CDC and to the HHS OIG at the following addresses:

CDC, Office of Grants Services
Keisha Thompson, Grants Management Specialist
Centers for Disease Control and Prevention
Branch 5 Supporting Chronic Diseases and Injury Prevention
2960 Brandywine Road
Atlanta, Georgia 30341
Email: dwt6@cdc.gov (Include "Mandatory Grant Disclosures" in subject line)

AND

U.S. Department of Health and Human Services
Office of the Inspector General
ATTN: Mandatory Grant Disclosures, Intake Coordinator
330 Independence Avenue, SW
Cohen Building, Room 5527
Washington, DC 20201

Fax: (202)-205-0604 (Include "Mandatory Grant Disclosures" in subject line) or
Email: MandatoryGranteeDisclosures@oig.hhs.gov

Recipients must include this mandatory disclosure requirement in all subawards and contracts under this award.

Failure to make required disclosures can result in any of the remedies described in 45 CFR 75.371. Remedies for noncompliance, including suspension or debarment (See 2 CFR parts 180 and 376, and 31 U.S.C. 3321).

CDC is required to report any termination of a federal award prior to the end of the period of performance due to material failure to comply with the terms and conditions of this award in the OMB-designated integrity and performance system accessible through SAM (currently FAPIIS). (45 CFR 75.372(b)) CDC must also notify the recipient if the federal award is terminated for failure to comply with the federal statutes, regulations, or terms and conditions of the federal award. (45 CFR 75.373(b))

PINAL COUNTY
WIDE OPEN OPPORTUNITY

AGENDA ITEM

November 20, 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

November 20, 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, November 20, 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, November 15, 2024, around 11:00 AM the Regular Agenda, Public Health Service District Agenda, and Executive Session as follows:

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

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the Official Pinal County, Arizona Seal this 15th day of November, 2024.

THE SEAL OF PINAL COUNTY ARIZONA 18 15

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