PINAL COUNTY
WIDE OPEN OPPORTUNITY

NOTICE OF PUBLIC MEETING AND EXECUTIVE SESSION
PINAL COUNTY PUBLIC HEALTH SERVICES DISTRICT
BOARD OF DIRECTORS
AGENDA
Wednesday, April 30, 2025

9:30 AM - CALL TO ORDER

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

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

(1) **CONSENT ITEMS:**

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

* A. Discussion/approval/disapproval of Minutes from March 19, 2025, and April 2, 2025, Board of Directors Public Health Services District Meeting. (Natasha Kennedy)

* B. Discussion/approval/disapproval of Amendment No. 3 of Award Agreement No. CTR063850 under Arizona Prescription Drug Overdose Prevention Program grant between the Arizona Department of Health Services and Pinal County, through Pinal County Board of Supervisors beginning September 30, 2024, ending September 29, 2025, for $50,000. This grant will be used by the department to maintain an Overdose Fatality Review Team. This multidisciplinary team reviews the circumstances surrounding overdose deaths within Pinal County, and makes systems and policy recommendations aimed at decreasing overdoses. There is no impact to the General Fund. (Jan Vidimos/Merissa Mendoza)

ADJOURNMENT

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

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

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

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

or holidays) so that your request may be accommodated.

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

Meeting Notice of Posting

PINAL COUNTY
WIDE OPEN OPPORTUNITY

AGENDA ITEM

April 30, 2025 ADMINISTRATION BUILDING A
FLORENCE, ARIZONA

REQUESTED BY:

Funds #:

Dept. #:

Dept. Name: Clerk of the Board

Director: Natasha Kennedy

BRIEF DESCRIPTION OF AGENDA ITEM AND REQUESTED BOARD ACTION:

Discussion/approval/disapproval of Minutes from March 19, 2025, and April 2, 2025, Board of Directors Public Health Services District Meeting. (Natasha Kennedy)

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

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

MOTION:

Approve as presented.

History

Time	Who	Approval

ATTACHMENTS:

Click to download
Minutes PHSD 03.19.2025
Minutes PHSD 04.02.2025

PINAL COUNTY
WIDE OPEN OPPORTUNITY

PINAL COUNTY PUBLIC HEALTH SERVICES DISTRICT
BOARD OF DIRECTORS
MINUTES
Wednesday, March 19, 2025
11:28 AM

BOARD OF DIRECTORS

Chairman Stephen Q. Miller
Director, District 3

Vice-Chairman Jeffrey McClure
Director, District 4

Rich Vitiello
Director, District 1

Mike Goodman
Director, District 2

Jeff Serdy
Director, District 5

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

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

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

The Pinal County Public Health Services District Board of Directors convened at 11:28 a.m. this date. The meeting was called to order by Chairman Miller.

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

Members Absent: Director Mike Goodman

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

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

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

Item Action: Approved Consent Agenda Items A through D of the Pinal County Public Health Services District Agenda

Motion Made By: Supervisor McClure Seconded By: Supervisor Serdy

To approve Consent Agenda Items A through D of the Pinal County Public Health Services District Agenda.

Motion Passed

Ayes: McClure, Miller, Serdy, Vitiello (4)

Absent: Goodman (1)

* A. Discussion/approval/disapproval of Minutes from March 5, 2025, Board of Directors Public Health Services District Meeting. (Natasha Kennedy)

* B. Discussion/approval/disapproval to submit a grant application to the Arizona Office of the Attorney General Child and Family Advocacy Center program for an amount not to exceed $65,000. This grant will be used by the Public Health Department to provide funding to the Eloy Family Advocacy Center (FAC) to provide services to victims of child abuse. FAC staff provide forensic medical examinations, forensic interviews, victim advocacy and referral to mental health and other community services. These services are also available to child witnesses to violence and vulnerable adults. (Melody Lenhardt/Merissa Mendoza)

* C. Discussion/approval/disapproval to submit a grant application to the Arizona Office of the Attorney General Child and Family Advocacy Center program for an amount not to exceed $65,000. This grant will be used by the Public Health Department to provide funding to the Maricopa Family Advocacy Center (FAC) to provide services to victims of child abuse. FAC staff provide forensic medical examinations, forensic interviews, victim advocacy and referral to mental health and other community services. These services are also available to child witnesses to violence and vulnerable adults. (Melody Lenhardt/Merissa Mendoza)

* D. Discussion/approval/disapproval to submit a grant application to the Arizona Office of the Attorney General Child and Family Advocacy Center program for an amount not to exceed $65,000. This grant will be used by the Public Health Department to provide funding to the STV Family Advocacy Center (FAC) to provide services to victims of child abuse. FAC staff provide forensic medical examinations, forensic interviews, victim advocacy and referral to mental health and other community services. These services are also available to child witnesses to violence and vulnerable adults. (Melody Lenhardt/Merissa Mendoza)

11:29 a.m. – Chairman Miller adjourned the March 19, 2025, Pinal County Public Health Services District Board of Directors Meeting and reconvened the Pinal County Board of Supervisors Meeting.

PINAL COUNTY
PUBLIC HEALTH SERVICES DISTRICT
BOARD OF DIRECTORS

_____
Stephen Q. Miller, Chairman

ATTEST:

_____
Natasha Kennedy, Clerk of the Board

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

Approval of Minutes: April 30, 2025

PINAL COUNTY
WIDE OPEN OPPORTUNITY

PINAL COUNTY PUBLIC HEALTH SERVICES DISTRICT
BOARD OF DIRECTORS
MINUTES
Wednesday, April 2, 2025
10:47 AM

BOARD OF DIRECTORS

Chairman Stephen Q. Miller
Director, District 3

Vice-Chairman Jeffrey McClure
Director, District 4

Rich Vitiello
Director, District 1

Mike Goodman
Director, District 2

Jeff Serdy
Director, District 5

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

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

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

The Pinal County Public Health Services District Board of Directors convened at 10:47 a.m. this date. The meeting was called to order by Chairman Miller.

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

Members Absent: Director Mike Goodman

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

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

Chairman Miller asked if there were any requests from a Board Member, staff or the audience to remove any consent agenda items for discussion.

Roberto Reveles, Gold Canyon requested to pull Item B.

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

Motion Made By: Supervisor McClure Seconded By: Supervisor Serdy

To approve Consent Item A on the Pinal County Public Health Services District Agenda.

Motion Passed

Ayes: McClure, Miller, Serdy, Vitiello (4)

Absent: Goodman (1)

* A. Discussion/approval/disapproval of Contract Amendment No. 1 to Award Agreement CTR070070 between the Arizona Department of Health Services Well Woman Health Check Program and the Pinal County Public Health Services District. This amendment revises and replaces the contract term dates through February 25, 2026. (Carey Lennon/Merissa Mendoza)

Item B Pulled from Consent Agenda

* B. Discussion/approval/disapproval of Award Agreement No. CTR070160 Amendment No. 2 under the Overdose Data to Action Grant between 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)

Roberto Reveles, Gold Canyon appeared before the Board and inquired regarding the recent announcement by President Trump in regards to pulling funding, what impact does that have on this grant.

Jan Vidimos, Public Health Manager appeared before the Board and clarified this grant is to assist in the ongoing efforts to provide Naloxone to as many community members as possible in the event of a drug overdose, and if this program should go away, we do have opioid settlement dollars available to apply for.

Roberto Reveles acknowledged the response.

Chairman Miller noted as we get into the budget process this year, we plan to have a representative from Washington DC here to provide insight, to address a number of these issues going forward.

Item Action: Approved

Motion Made By: Supervisor McClure Seconded By: Supervisor Vitiello

To approve Consent Item B as presented.

Motion Passed

Ayes: McClure, Miller, Serdy, Vitiello (4)

Absent: Goodman (1)

10:53 a.m. – Chairman Miller adjourned the April 2, 2025, Pinal County Public Health Services District Board of Directors Meeting and reconvened the Pinal County Board of Supervisors Meeting.

PINAL COUNTY
PUBLIC HEALTH SERVICES DISTRICT
BOARD OF DIRECTORS

_____
Stephen Q. Miller, Chairman

ATTEST:

_____
Natasha Kennedy, Clerk of the Board

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

Approval of Minutes: April 30, 2025

PINAL COUNTY
WIDE OPEN OPPORTUNITY

AGENDA ITEM

April 30, 2025 ADMINISTRATION BUILDING A
FLORENCE, ARIZONA

REQUESTED BY:

Funds #: 82

Dept. #: 359

Dept. Name: Public Health Services District

Director: Merissa Mendoza

BRIEF DESCRIPTION OF AGENDA ITEM AND REQUESTED BOARD ACTION:

Discussion/approval/disapproval of Amendment No. 3 of Award Agreement No. CTR063850 under Arizona Prescription Drug Overdose Prevention Program grant between the Arizona Department of Health Services and Pinal County, through Pinal County Board of Supervisors beginning September 30, 2024, ending September 29, 2025, for $50,000. This grant will be used by the department to maintain an Overdose Fatality Review Team. This multidisciplinary team reviews the circumstances surrounding overdose deaths within Pinal County, and makes systems and policy recommendations aimed at decreasing overdoses. There is no impact to the General Fund. (Jan Vidimos/Merissa Mendoza)

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

There is no match requirement and no impact to the General Fund.

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

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

MOTION:

Approve as presented.

History

Time	Who	Approval
4/7/2025 3:33 PM	County Attorney	Yes
4/8/2025 7:23 AM	Grants/Hearings	Yes
4/9/2025 8:19 AM	Budget Office	Yes
4/18/2025 3:17 PM	County Manager	Yes
4/22/2025 8:27 AM	Clerk of the Board	Yes

ATTACHMENTS:

Click to download
BOS Grant Request
CTR063850 A3 Contract
Original Contract
CTR063850 A1
CTR063850 A2

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.: CTR063850 / IGA Amendment No: 3	Procurement Officer: **Nathaniel Thomas**

Arizona's Prescription Drug Overdose Prevention Program

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

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

1.1. The Scope of Work is revised and replaced.

1.2. The Price Sheet is revised and replaced.

1.3. Exhibit One (1) is revised and replaced.

ALL CHANGES ARE REFLECTED IN RED

All other provisions of this agreement remain unchanged.

Pinal County Public Health Services District

Contractor Name:

PO Box 2945

Address:

Florence	**AZ**	**85132**
City	State	Zip

County Authorized Signature

Print Name

Title and Date

Pursuant to A.R.S. § 11-952, the undersigned public agency attorney has determined that this Intergovernmental Agreement is in proper form and is within the powers and authority granted under the laws of Arizona

Signature Date

Print Name

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

Signed this _____ day of _____ 2025.

Procurement Officer

Contract No.: **CTR063850**, which is an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952 by the undersigned Assistant Attorney, who has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

Signature Date

Assistant Attorney General

Print Name

1. Background

1.1. The Arizona Department of Health Services (ADHS), through the Office of Injury and Violence Prevention (OIVP), administers funding provided by the Arizona Health Care Cost Containment System (AHCCCS) to operate the State Opioid Response (SOR) program. The primary objective of SOR funding is to assist Arizona in strengthening local capacity within counties to develop Overdose Fatality Review (OFR) teams. These teams bring together community agencies in a structured process to systematically share information on overdose events, identify risk factors, and develop actionable prevention strategies.

1.2. The abuse and addiction to opioids remain critical public health challenges both nationally and within Arizona. Drug overdose deaths have steadily increased over the past two (2) decades, now representing the leading cause of injury-related death in the United States. According to the Centers for Disease Control and Prevention (CDC), overdose deaths surged to 92,452 in 2020—a thirty percent (30%) rise from 71,130 deaths in 2019—with opioids implicated in 69,031 of these cases, accounting for seventy-five percent (75%) of all overdose fatalities.

1.3. Historically, the opioid epidemic was driven largely by prescription medications. Arizona's Controlled Substances Prescription Monitoring Program (CSPMP) data show that in 2019, approximately 4.1 million Class II-IV prescriptions were written, resulting in the dispensation of over 240 million controlled substance pills statewide. This equates to around thirty-four (34) Schedule II-IV controlled substance pills per resident. Recent prescribing practices rank Arizona as twenty-eighth (28th) nationally for opioid prescriptions, with a rate of 44.1 prescriptions per 100 people, indicating that prescriptions are no longer the primary cause of overdose deaths.

1.4. Currently, fentanyl has become the leading driver of the opioid crisis. In 2019, synthetic opioids, mainly fentanyl, contributed to over 36,000 deaths in the United States, representing about seventy-three percent (73%) of all opioid-related fatalities that year. Most fentanyl-related deaths involve illicitly manufactured fentanyl, often found in counterfeit pills or combined with other drugs, such as heroin or methamphetamine. In Arizona, fentanyl's presence in overdose cases climbed significantly from nine percent (9%) in 2017 to fifty percent (50%) in 2021.

1.5. The financial toll of opioid misuse is substantial as well. In 2019, Arizona experienced 56,623 opioid-related hospital visits, costing an average of $11,942.00 per visit—totaling approximately $676 million in healthcare expenses attributed to opioids.

1.6. The escalating addiction rates and overdose deaths related to both prescription and illicit opioids underscore a growing national crisis. In Arizona, overdose fatalities are now the leading cause of preventable injury deaths, underscoring the urgency for interventions. ADHS is committed to collaborating with county health departments to build systems and enhance capacity to address substance misuse and abuse through community-based case management initiatives, thus fostering improved public health outcomes statewide.

1.7. Pinal County Public Health Services District plans to use State Opioid Response (SOR) funds to establish and support local OFR teams, which aim to bring together community organizations and agencies in a structured process to review overdose deaths. These OFR teams analyze individual overdose events to identify risk factors and trends, enabling the development of targeted prevention strategies. Additionally, Pinal County Public Health Services District intends to use SOR funds to strengthen local partnerships, improve data-sharing capacities, and implement prevention and intervention strategies that address opioid misuse and addiction, especially focusing on the rising impact of fentanyl in the community. Through these efforts, Pinal County Public Health Services District aims to reduce overdose deaths, enhance community education on opioid risks, and provide supportive resources to individuals and families affected by opioid misuse.

2. Objective

2.1. The objective of this Agreement aims to enhance County health departments' capacity to combat the opioid crisis by establishing local drug OFR teams and deploying community health workers, case managers, first responders, and peer navigators to support high-risk populations, improving access to care and reducing opioid misuse across communities.

3. Scope of Service

3.1. The purpose of this initiative is to strengthen Pinal County Public Health Services District Health and Social Services' (PCPHSD) overdose prevention efforts through systematic reviews, data collection, and linkages to care (LtC). PCPHSD shall designate a point of contact responsible for conducting systematic, multidisciplinary, and multimodal reviews of drug overdose fatalities to identify actionable, locally-implementable prevention recommendations.

3.2. PCPHSD shall request and gather records for each case, including medical records, toxicology and medical examiner reports, behavioral health records, criminal justice records, prescription drug history records from the CSPMP, Department of Child Services records, Emergency Medical Services/Fire Department records, and next of kin interviews, when applicable. Based on these records, PCPHSD shall use the designated data tool spreadsheet to document case demographics, methods of injury, substance use history, behavioral health history, healthcare utilization, stressors, childhood history, and chronic conditions relevant to each OFR case. All information from gathered records shall be entered into the data tool spreadsheet, and the completed document shall be submitted to the OFR Epidemiologist at ADHS. PCPHSD shall respond to feedback from the OFR Epidemiologist to ensure all data aligns with standards for annual data analysis and statewide reporting.

3.3. Establishing LtC, a representative from PCPHSD shall actively participate in the ADHS LtC workgroup to promote community-based support for those impacted by opioid misuse.

3.4. PCPHSD shall develop or enhance case management systems to help individuals navigate pathways to care, focusing on identifying the needs of incarcerated individuals during assessments and follow-up sessions. PCPHSD shall match individuals with local or the nearest facilities to ensure access to necessary treatment and initiate discharge planning. Care shall be coordinated with inpatient and outpatient behavioral health services, probation and court programs, and health plans. Additionally, PCPHSD shall maintain a transportation program to support a "warm hand-off" transition for individuals upon release.

3.5. Through these comprehensive efforts, PCPHSD aims to improve overdose prevention, promote harm reduction, and provide vital community-based care linkages for those impacted by the opioid crisis.

4. Requirements

The County shall:

4.1. 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.

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

4.3. Prepare and submit quarterly Contractors Expenditures Reports (CERs) with documentation

4.4. Submit quarterly reports to ADHS detailing quarterly progress on funded activities.

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

4.6. Assign at least one (1) staff person to attend and participate in ADHS' LtC workgroup.

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

5. Funding Restrictions

In addition to 45 CFR Part 75, Subpart E's guidance regarding allowable/unallowable expenditures, SAMHSA funds may not be used to:

5.1. Purchase, prescribe, or provide marijuana or treatment using marijuana. See, e.g., 45 CFR.75.300(a) (requiring HHS to ensure that Federal funding is expended in full accordance with U.S. statutory and public policy requirements); 21 U.S.C. 812(c)(10) and 841 (prohibiting the possession, manufacture, sale, purchase, or distribution of marijuana).

5.2. Purchase, procure, or distribute pipes or cylindrical objects intended to be used to smoke or inhale illegal scheduled substances.

5.3. Pay for promotional items including, but not limited to, clothing and commemorative items, such as pens, mugs/cups, folders/folios, lanyards, and conference bags. (45 CFR 75.421(e)(3))

5.4. Pay for the purchase or construction of any building or structure to house any part of the program. Minor alterations and renovations (A&R) may be authorized for up to twenty-five percent (25%) of a given budget period or $150,000.00 (whichever is less) for existing facilities, if necessary and appropriate to the project. Minor A&R may not include a structural change (e.g., to the foundation, roof, floor, or exterior or load bearing walls of a facility, or extension of an existing facility) to achieve the following: increase the floor area; and/or, change the function and purpose of the facility. SAMHSA & AHCCCS must approve all minor A&R.

5.5. Provide inpatient treatment or hospital-based detoxification services. Residential services are not considered to be inpatient or hospital-based services.

5.6. Pay for housing other than recovery housing, which includes application fees and security deposits.

5.7. Make direct payments to individuals to enter treatment or continue to participate in prevention or treatment services (See 42 U.S.C. § 1320a-7b).

5.7.1. A recipient or treatment or prevention provider may provide up to twenty-five dollars ($25.00) non-cash incentive (for example, gift cards, bus passes, or gifts) to individuals to participate in required data collection follow-up. This amount may be paid for participation in each required data collection follow-up interview. Incentives cannot be provided for completing an intake or exit interview. For programs including contingency management as a component of the treatment program, each individual contingency must be fifteen dollars ($15.00) or less in value and clients may not receive contingencies totaling more than seventy-five dollars ($75) per budget period.

5.8. Purchase firearms.

5.9. General Provisions under Departments of Labor, Health and Human Services, and Education, and Related Agencies Appropriations Act Public Law 117-328, Consolidated Appropriations Act, 2023, Division H, Title V, Section 526, notwithstanding any other provision of this Act, no funds appropriated in this Act shall be used to purchase sterile needles or syringes for the hypodermic injection of any illegal drugs. Provided, that such limitation does not apply to the use of funds for elements of a program other than making such purchases if the relevant state or local health department, in consultation with the CDC determines that the

state or local jurisdiction, as applicable, is experiencing, or is at risk for, a significant Increase in hepatitis infections or human immunodeficiency virus (HIV) outbreak due to injection drug use, and such program is operating in accordance with state and local law.

5.10. Salary Limitation: Congress limits the direct salary for individuals under all federal grant and cooperative agreement awards not to exceed Executive Level II pay. The Executive Level II pay amount is an individual's base salary exclusive of fringe and any income that an individual may be permitted to earn outside of the duties to your organization. The salary limitation does not apply to consultants but does apply to subrecipients under a SAMHSA award or cooperative agreement. Note that these or other salary limitations shall apply in future fiscal years, as required by law. The current salary limitation can be found in the most recent SAMHSA Standard Terms and Conditions posted on our website at:

5.10.1. https://www.samhsa.gov/grants/grants-management/notice-of-award/terms.

6. Tasks

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

6.1. Designate a point of contact that shall be responsible for conducting systematic, multidisciplinary, and multimodality reviews of drug overdose fatalities and identify actionable prevention recommendations for implementation at the local level.

6.2. Request and collect records for each case, including but not limited to:

6.2.1. Medical, including toxicology and medical examiner.

6.2.2. Behavioral Health records.

6.2.3. Criminal justice records.

6.2.4. Prescription drug history records (CSPMP).

6.2.5. Department of Child Services records.

6.2.6. Emergency Medical Services/Fire Department records.

6.2.7. Next of kin interviews (if applicable).

6.3. Based on records received, use the data tool spreadsheet to document case demographics, methods of injury, substance use history, behavioral health history, healthcare utilization, stressors, childhood history, and chronic conditions of OFR cases.

6.4. Enter information from all records collected into the data tool spreadsheet.

6.5. Submit completed data tool spreadsheet to the OFR Epidemiologist at ADHS.

6.6. Respond to feedback from the OFR Epidemiologist to ensure data can be included in the annual OFR data analysis and Statewide report.

6.7. Establish LtC:

6.7.1. Have a representative from the County participate in the ADHS LtC workgroup.

7. State-Provided Items

ADHS will:

7.1. Provide budget, CER, and quarterly report templates.

7.2. Provide a data tool template (Excel spreadsheet) for collecting and tracking case record data and prevention recommendations.

7.3. Provide death certificate data twice annually.

7.4. Coordinate quarterly Contractor calls with county staff to facilitate State and County updates and share resources.

7.5. Provide an annual virtual orientation training to County staff.

7.6. Provide technical assistance to County staff as needed.

7.7. Share resources and professional development opportunities with Counties to provide additional support for the implementation of grant related activities.

7.8. Arizona Opioid Epidemic webpage and Interactive Data Dashboard:

7.8.1. azhealth.gov/opioid.

7.9. Arizona Opioid Assistance and Referral (OAR) Line:

7.9.1. https://phoenixmed.arizona.edu/oar.

7.10. ADHS Injury Prevention website:

7.10.1. https://www.azdhs.gov/prevention/womens-childrens-health/injury-prevention/index.php#ofr-team.

7.11. ADHS Opioid Prevention website:

7.11.1. https://www.azdhs.gov/opioid/.

7.12. Substance Abuse and Mental Health Services Administration Opioid Overdose Prevention Toolkit:

7.12.1. https://store.samhsa.gov/product/opioid-overdose-prevention-toolkit/sma18-4742.

8. Approvals

8.1. 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 Agreement, 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.

8.2. With prior written approval from the ADHS Program Manager, the County 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 County should reach out to the ADHS Program Manager before the end of the third (3rd) quarter, so that a timely amendment can be processed by ADHS.

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

9. Deliverables

The County shall provide:

9.1. A complete annual OFR data collection tool using the template provided by ADHS. A complete data tool entail:

9.1.1. A death certificate number for each case

9.1.2. At least one (1) standardized prevention recommendation for each case reviewed.

9.1.3. Each case has no more than four (4) columns with missing or "unknown" responses.

9.1.4. No missing data in required columns.

9.1.5. All cases submitted follow the State's case requirements of at least eighteen (18) years of age, not pregnant in the last year, Arizona resident, and not a suicide death.

9.1.6. Notation of medical records received for each case, including facility or provider requested from, date request sent, and date records received.

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

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

10. Notices, Correspondence, and Reports

10.1. Notices, correspondence and reports from the County to ADHS shall be sent to:

Arizona Department of Health Services
Lauren Murphy
State Opioid Response Program Manager
150 N 18th Avenue, Suite 310-B
Phoenix, AZ 85007-3242
Email: lauren.murphy@azdhs.gov

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

Arizona Department of Health Services
Lauren Murphy
State Opioid Response Program Manager
150 N 18th Avenue, Suite 310-B
Phoenix, AZ 85007-3242
Email: lauren.murphy@azdhs.gov

10.3. Notices, correspondence, and reports from ADHS to the County shall be sent to:

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

	INTERGOVERNMENTAL AGREEMENT (IGA) **Amendment**		**ARIZONA DEPARTMENT OF HEALTH SERVICES** **OFFICE OF PROCUREMENT** 150 N. 18th Ave., Suite 530 Phoenix, Arizona 85007
	Contract No.: CTR063850	IGA Amendment No: 3	Procurement Officer: **Nathaniel Thomas**

REVISED PRICE SHEET

Cost Reimbursement Line-Item Budget Pinal County Price Sheet	
ACCOUNT CLASSIFICATION	**LINE-ITEM TOTALS**
Personnel Services*	$32,000.00
Employee Related Expenses*	$9,600.00
Professional & Outside Services	$0.00
Travel	$0.00
Occupancy	$0.00
Other Operating*	$4,240.00
Capital Outlay (Equipment)	$0.00
*Indirect Rate and Costs (9.07%)	$4,160.00
TOTAL (ANNUAL NOT TO EXCEED):	**$50,000.00**

The County is authorized to transfer up to a maximum of ten percent (10%) of the total budget amount between line items with the written approval from an ADHS Program Manager.

Transfers exceeding ten percent (10%) or to a non-funded line item shall require an Agreement Amendment.

*Indicated indirect rate calculation.

Exhibit One (1) – 2 CFR 200.332

eCFR eExhibit -§ 200.332

Prime Awardee: Arizona Department of Health Services
UEI# QMWUG1AMYF65

Procurement Checks:
Per § 180.300 the awarding agency must check that each subrecipient is not exclude dor disqualified. These checks can be perfomed in SAM.Gov.ADHS Procurement does these checks and uploads the results into APP or Euna Solutions (eCivis).

§ 180.300

Subrecipient name (which must match the name associated with its unique entity identifier):	Arizona Department of Health Services
Subrecipient's unique entity identifier (UEI #):	QMWUG1AMYF65
Federal Award Identification Number (FAIN, sometimes it's the same as the Grant Number):	H79TI087838
Federal Award Date	Contract Date 09/24/2024
Sub-recipient/Subaward Period of Performance Start and End Date;	09/30/2024 - 09/29/2025
Sub-recipient/Subaward Budget Period Start and End Date:	09/30/2024 - 09/29/2025
Amount of Federal Funds Obligated in the subaward:	$1,860,649
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):	$50,000
Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA)	Overdose Fatality Reviews
Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity	Substance Abuse & Mental Health Services Administration (SAMHSA)

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: (complete an additional form if more than one federal funding source is being used to pay for the services).	93.788
Identification of whether the award is R&D	No
Indirect cost rate for the Federal award (including the de minimis rate is charged) per § 200.414	9.07504363001745%

PINAL COUNTY

WIDE OPEN OPPORTUNITY

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

REQUESTED BY: Jan Vidimos/Tascha Spears

Funds #: 82

Dept. #: 359

Dept. Name: Public Health Services District

Director: Tascha Spears

BRIEF DESCRIPTION OF AGENDA ITEM AND REQUESTED BOARD ACTION:

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

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

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

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

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

MOTION:

Approve as presented

History

Time	Who	Approval

ATTACHMENTS:

Click to download

PIO

INTERGOVERNMENTAL AGREEMENT (IGA)

Contract No. CTR063850

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

Procurement Officer
Anthony Beckum

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

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

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

- [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 Services District**

Address: **PO Box 2945 Florence, AZ 85132**

FOR CLARIFICATION, CONTACT:

Name: Tascha Spears, Ph.D., M.Sc., RN, Director

Phone: (520) 960-0633

FAX No: _____

E-mail: Tascha.spears@pinal.gov

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

Jeff Serdy 01/25/2023

Signature of Person Authorized to Sign Date

Jeff Serdy, Chairman

Print Name and Title

This Contract shall henceforth be referred to as Contract No. CTR063850 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_

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 1/23/2023

Print Name and Title

Anne Froedge, Deputy County Atty.

Contract, No. CTR063850, is an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952 by the undersigned Assistant Attorney General, who has determined that it is in the proper form and is within the powers granted under the laws of the State of Arizona to those parties to the Agreement represented by the Attorney General.
The Attorney General, BY:

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 the Solicitation which requires the Offeror to submit as part of the Offer.

1.2 "Contract" means the combination of the Solicitation, including the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement or Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments.

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

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

1.5 "Data" means recorded information, regardless of form or the media on which it may be recorded. The term may include technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.

1.6 "Days" means calendar days unless otherwise specified.

1.7 "Exhibit" means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation generally containing maps, schematics, examples of reports, or other documents that will be used to perform the requirements of the Scope of Work after contract award.

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

1.9 "Materials" means all property, including equipment, supplies, printing, insurance and leases of property but does not include land, a permanent interest in land or real property or leasing space.

1.10 "Procurement Officer" means the person, or his or her designee, duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract.

1.11 "Services" means the furnishing of labor, time or effort by a Contractor or Subcontractor which does not involve the delivery of a specific end product other than required reports and performance, but does not include employment agreements or collective bargaining agreements.

1.12 "State" means any department, commission, council, board, bureau, committee, institution, agency, government corporation or other establishment or official of the executive branch or corporation commission of the State of Arizona that executes the Contract.

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

1.14 "Subcontract" means any Contract, express or implied, between the Contractor and another party or between a Subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any Materials or any Services required for the performance of the Contract.

1.15 "Subcontractor" means a person who contracts to perform work or render Services to a Contractor or to another Subcontractor as a part of a Contract with the State.

2. Contract Type.

This Contract shall be:

__X__ Cost Reimbursement

3. Contract Interpretation

3.1. Arizona Law. The Arizona law applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona Procurement Code, Arizona Revised Statutes (A.R.S.) Title 41, Chapter 23, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 2, Chapter 7.

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

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

3.3.1. Special Terms and Conditions;

3.3.2. Uniform Terms and Conditions;

3.3.3. Statement or Scope of Work;

3.3.4. Specifications;

3.3.5. Attachments;

3.3.6. Exhibits; then

3.3.7. Any other documents referenced or included in the Solicitation including, but not limited to, any Bid or Offer documents provided by the Contractor that do not fall into one of the above categories.

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

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

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

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

4. Contract Administration and Operation

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

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

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

4.3. Audit. Pursuant to A.R.S. § 35-214, at any time during the term of this Contract and five (5) years thereafter, the Contractor's or any Subcontractor's books and records shall be subject to audit by the State and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subcontract.

4.4. Facilities Inspection and Materials Testing. The Contractor agrees to permit access to its facilities, Subcontractor facilities, and the Contractor's processes or services, at reasonable times for inspection of the facilities or Materials covered under this Contract as required under A.R.S. § 41-2547. The State shall also have the right to test, at its own cost, the Materials to be supplied under this Contract. Neither inspection of the Contractor's facilities nor Materials testing shall constitute final acceptance of the Materials or Services. If the State determines non-compliance of the Materials, the Contractor shall be responsible for the payment of all costs incurred by the State for testing and inspection.

4.5. Notices. Notices to the Contractor required by this Contract shall be made by the State to the person indicated on the Offer and Acceptance form submitted by the Contractor unless otherwise stated in the Contract. Notices to the State required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation, stated in the Contract, or listed on the State's eProcurement system. An authorized Procurement Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice to the other and an amendment to the Contract shall not be necessary.

4.6. Advertising, Publishing and Promotion of Contract. The Contractor shall not use, advertise or promote information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.

4.7. Continuous Improvement. Contractor shall recommend continuous improvements on an on-going basis in relation to any Materials and Services offered under the Contract, with a view to reducing State costs and improving the quality and efficiency of the provision of Materials or Services. State may require Contractor to engage in continuous improvements throughout the term of the Contract.

4.8. Other Contractors. State may undertake on its own or award other contracts to the same or other suppliers for additional or related work. In such cases, the Contractor shall cooperate fully with State employees and such other suppliers and carefully coordinate, fit, connect, accommodate, adjust, or sequence its work to the related work by others. Where the Contract requires handing-off Contractor's work to others, Contractor shall cooperate as State instructs regarding the necessary transfer of its work product, Materials, Services, or records to State or the other suppliers. Contractor shall not commit or permit any act that interferes with the State's or other suppliers' performance of their work, provided that, State shall enforce the foregoing section equitably among all its suppliers so as not impose an unreasonable burden on any one of them.

4.9. Ownership of Intellectual Property

4.9.1. Rights In Work Product. All intellectual property originated or prepared by Contractor pursuant to the Contract, including but not limited to, inventions, discoveries, intellectual copyrights, trademarks, trade names, trade secrets, technical communications, records reports, computer programs and other documentation or improvements thereto, including Contractor's administrative communications and records relating to the Contract, are considered work

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

4.9.2. "Government Purpose Rights" are:

4.9.2.1. the unlimited, perpetual, irrevocable, royalty free, non-exclusive, worldwide right to use, modify, reproduce, release, perform, display, sublicense, disclose and create derivatives from that work product without restriction for any activity in which State is a party;

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

4.9.2.3. the right to authorize those to whom it rightfully releases or discloses that work product to use, modify, release, create derivative works from the work product for any State government purpose; such recipients being understood to include the federal government, the governments of other states, and various local governments.

4.9.3. "Government Purpose Rights" do not include any right to use, modify, reproduce, perform, release, display, create derivative works from or disclose that work product for any commercial purpose, or to authorize others to do so.

4.9.4. Joint Developments. The Contractor and State may each use equally any ideas, concepts, know-how, or techniques developed jointly during the course of the Contract, and may do so at their respective discretion, without obligation of notice or accounting to the other party.

4.9.5. Pre-existing Material. All pre-existing software and other Materials developed or otherwise obtained by or for Contractor or its affiliates independently of the Contract or applicable Purchase Orders are not part of the work product to which rights are granted State under subparagraph 3.9.1 above, and will remain the exclusive property of Contractor, provided that:

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

4.9.5.2. any elements of derivative work of such pre-existing Materials that was not created pursuant to the Contract are not part of that work product; and

4.9.5.3. except as expressly stated otherwise, nothing in the Contract is to be construed to interfere or diminish Contractor's or its affiliates' ownership of such pre-existing Materials.

4.9.6. Developments Outside Of Contract. Unless expressly stated otherwise in the Contract, this Section does not preclude Contractor from developing competing Materials outside the Contract, irrespective of any similarity to Materials delivered or to be delivered to State hereunder.

4.10. Property of the State. If there are any materials that are not covered by Section 3.9 above created under this Contract, including but not limited to, reports and other deliverables, these materials are the sole property of the State. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the State.

4.11. Federal Immigration and Nationality Act. Contractor shall comply with all federal, state and local

immigration laws and regulations relating to the immigration status of their employees during the term of the contract. Further, Contractor shall flow down this requirement to all Subcontractors utilized during the term of the contract. The State shall retain the right to perform random audits of Contractor and Subcontractor records or to inspect papers of any employee thereof to ensure compliance. Should the State determine that the Contractor or any Subcontractors be found noncompliant, the State may pursue all remedies allowed by law, including, but not limited to: suspension of work, termination of the contract for default and suspension or debarment of the contractor.

4.12. E-Verify Requirements. In accordance with A.R.S. § 41-4401, Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23- 214, Subsection A.

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

4.14. Certifications Required by State Law.

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

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

5. Costs and Payments

5.1. Payments. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of Materials or Services, the Contractor shall submit a complete and accurate invoice for payment from the State within thirty (30) days.

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

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

5.4. Applicable Taxes

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

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

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

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

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

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

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

5.6.2. Cancel the Contract; or

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

6. Contract Changes

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

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

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

7. Risk and Liability

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

7.2. Indemnification

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

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

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

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

7.4. Force Majeure.

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

7.4.2. Force Majeure shall not include the following occurrences:

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

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

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

7.4.3. If either the Contractor or State is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and

shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

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

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

8. Warranties

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

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

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

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

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

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

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

8.3. Conformity to Requirements.

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

8.3.1.1. Conform to the requirements of the Contract, which by way of reminder include without limitation all descriptions, specifications, and drawings identified in the Scope of Work and any and all Contractor affirmations included as part of the Contract;

8.3.1.2. Be free from defects of material and workmanship;

8.3.1.3. Conform to or perform in a manner consistent with current industry standards; and

8.3.1.4. Be fit for the intended purpose or use described in the Contract.

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

acceptance of the Materials or Services.

8.4. Inspection/Testing. The warranties set forth in this Section 7 [Warranties] are not affected by inspection or testing of or payment for the Materials or Services by the State.

8.5. Contractor Personnel. Contractor warrants that its personnel will perform their duties under the Contract in a professional manner, applying the requisite skills and knowledge, consistent with industry standards, and in accordance with the requirements of the Contract. Contractor further warrants that its key personnel will maintain any and all certifications relevant to their work, and Contractor shall provide individual evidence of certification to State's authorized representatives upon request.

8.6. Compliance With Applicable Laws. The Materials and Services supplied under this Contract shall comply with all applicable federal, state, and local laws and policies (including, but not limited to, information technology policies, standards, and procedures available on the State's website and/or the website of any department, commission, council, board, bureau, committee, institution, agency, government corporation or other establishment or official of the executive branch or corporation commission of the State of Arizona). Federal requirements may be incorporated into this Contract, if required, pursuant to A.R.S. § 41-2637. Contractor shall maintain any and all applicable license and permit requirements. This requirement includes, but is not limited to, any and all Arizona state statutes that impact state contracts, regardless of whether those statutory references have been removed during the course of contract negotiations; this is notice to Contractors that the State does not have the authority to modify Arizona state law by contract.

8.7. Intellectual Property. Contractor warrants that the Materials and Services do not and will not infringe or violate any patent, trademark, copyright, trade secret, or other intellectual property rights or laws, except only to the extent the Specifications do not permit use of any other product and Contractor is not and cannot reasonably be expected to be aware of the infringement or violation.

8.8. Licenses and Permits. Contractor warrants that it will maintain all licenses required to fully perform its duties under the Contract and all required permits valid and in force.

8.9. Operational Continuity. Contractor warrants that it will perform without relief notwithstanding being sold or acquired; no such event will operate to mitigate or alter any of Contractor's duties hereunder absent a consented delegation under paragraph 5.3 [Assignment and Delegation] that expressly recognizes the event.

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

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

8.10.1.1. Identification of response personnel by name;

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

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

8.10.2. Provide a copy of its current plan to State within three (3) business days after State's written request. If Contractor claims relief under paragraph 6.4 [Force Majeure] for an occurrence of force majeure that is a declared public health emergency, then that relief will be conditioned on Contractor having first implemented its plan and exhausted all reasonable opportunity for that plan implementation to overcome the effects of that occurrence, or mitigate those effects to the extent that overcoming entirely is not practicable.

8.10.3. A request from the State related to this paragraph 7.10 does not necessarily indicate that there has been an occurrence of force majeure, and the Contractor will not be entitled to any additional compensation or extension of time by virtue of having to implement a plan.

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

8.11. Lobbying

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

8.11.2. Exception. This paragraph 7.11 does not apply to the extent that the Services are defined in the Contract as being lobbying for State's benefit or on State's behalf.

8.12. Covered Telecommunications or Services. Contractor warrants that the Materials and Services rendered under this Agreement will not require Contractor to use for the State, or provide to the State to use, "covered telecommunications equipment or Services" as a substantial or essential component of any system, or as critical technology as part of any system, within the meaning of Federal Acquisition Regulation ("FAR") Section 52.204-25.

8.13. Debarment, Suspension, U.S. Government Restricted Party Lists. Contractor warrants that it is not, and its Subcontractors are not, on the U.S. government's Denied Parties List, the Unverified List, the Entities List, the Specially Designated Nationals and Blocked Parties List, and neither the Contractor nor any Subcontractors are presently debarred, suspended, proposed for debarment or otherwise declared ineligible for award of federal contracts or participation in federal assistance programs or activities.

8.14. False Statements. Contractor represents and warrants that all statements and information Contractor prepared and submitted in response to the Solicitation or as part of the Contract documents are current, complete, true, and accurate. If the Procurement Officer determines that Contractor submitted an Offer or Bid with a false statement, or makes material misrepresentations during the performance of the Contract, the Procurement Officer may determine that Contractor has materially breached the Contract and may void the submitted Offer or Bid and any resulting Contract.

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

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

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

8.15.3. Purchase Orders. The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in

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

24. CIVIL RIGHTS ASSURANCE STATEMENT. The Contractor and Subcontractors are subject to Title VI of the Civil Rights Act of 1964, Section 504 of Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Title IX of the Education Amendment of 1972, and offers all persons the opportunity to participate in programs or activities regardless 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.

25. AMERICANS WITH DISABILITIES ACT OF 1990.

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

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

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

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

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

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

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

awards, but may be used for interim accounting purposes only.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

27. Comments Welcome

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

1. DEFINITIONS:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. BACKGROUND

2.1. ADHS OIVP administers funds provided by the CDC for operation of the Overdose Data to Action (OD2A) Cooperative Agreement , and AHCCCS' State Opioid Response (SOR) funding from the Substance Abuse and Mental Health Services Administration (SAMHSA);

2.2. The overarching goal of the State Opioid Response (SOR) grant is to increase access to OUD treatment, coordinated and integrated care, recovery support services and prevention activities to reduce the prevalence of OUDs, stimulant use disorders, and opioid-related overdose deaths. The project approach includes developing and supporting state, regional, and local level collaborations and service

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

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

2.4. Previously, this opioid epidemic had been driven by prescription drug use. According to data from Arizona's CSPMP, there were 4.1 million Class II-IV prescriptions written and 240,511,812 pills dispensed in Arizona in 2019. This equates to thirty-four (34) Schedule II-IV controlled substance pills for every person, adults and children, living in Arizona. According to experts, recent prescribing practices in Arizona rank our state as twenty-eighth (28th) for opioid prescribing with forty-four point one (44.1) prescriptions per 100 people; but this is no longer the root cause of overdose deaths;

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

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

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

3. OBJECTIVE

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

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

3.2. Expanding local linkages to care to improve access to prevention-based and Opioid Use Disorder (OUD) treatment services across the state.

4. TASKS

The Contractor shall integrate:

4.1. State and Local Prevention and Response Efforts

4.1.1. Implementing a statewide community toolkit or other evidence/evidence informed interventions,

4.1.2. Provide support to organizations, such as school, justice involved agencies, or health care systems, and individuals in order to enhance opportunities for distributing and destigmatizing naloxone kits to the public, and

4.1.3. Ongoing support, development, and implementation of an overdose fatality review committee, per legislative authority.

4.2. Establish Linkages to Care

4.2.1. Provide local lists/information on area service providers and current evidence-based treatment space and capacity to organizations, such as school, justice involved agencies, or health care systems, and individuals,

4.2.2. Partner with community-based organizations to address social determinants of health (SDOH) e.g. transportation access, and availability of peer support and linkages to care services provided to individuals e.g. justice-involved, and

4.2.3. Partner with local agencies/organizations to establish protocols and procedures guiding the process for linking post overdose and/or individuals at risk e.g. justice-involved for overdose to the appropriate follow-up treatment and support services.

4.3. Providers and Health System Support

4.3.1. Collaborate with community partners to develop dashboards, reports, and other materials for providers and community on local trends related to opioid misuse; and

4.3.2. Increase the awareness and education of the Arizona Opioid Assistance and Referral (OAR) Line.

4.4. Have a representative from the County participate in the ADHS Linkages to Care workgroup.

5. REQUIREMENTS

5.1. The local overdose fatality review (OFR) teams are required to identify a local point of contact within the county health department to receive confidential medical information, personally identifiable information, or highly-sensitive personal information via secure messaging from the ADHS Office of Vital Records (OVR) or the ADHS. The designated point of contact agrees to monitor authorized persons use of personally identifiable data and not to use or disclose confidential medical information, personally identifiable information or highly-sensitive personal information as required by law; and

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

6. DELIVERABLES

The Contractor shall:

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

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

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

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

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

6.6. Complete and submit Local Annual OFR Analysis;

6.7. Attend contractor meetings with ADHS staff;

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

6.9. Attend and participate in quarterly contractor meetings with ADHS;

6.10. Participate in statewide media/ marketing efforts;

6.11. Attend and participate in ADHS' Linkages to Care workgroup; and

6.12. Attend and participate in any training, statewide contractor's meetings, or professional development provide by ADHS or it's contracted vendors, as necessary.

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

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

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

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

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; and

7.5. Provide data and case records for the contractor's local OFR program.

8. REFERENCE DOCUMENTS

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

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

8.3. Centers for Disease Control and Prevention (CDC) Drug Overdose Website- https://www.cdc.gov/drugoverdose/; and

8.4. Substance Abuse and Mental Health Services Administration (SAMSHA) Programs Website- https://www.samhsa.gov/programs.

9. APPROVALS

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

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

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

9.4. ADHS will provide confidential data and case records to the contractor for the contractor's local OFR program per ARS 36-198-Access to Information. Data and case records provided will be limited to contractor's staff or consultants who develop the local team's case review(s). Data and case records will not be share or transferred without ADHS' written approval.

10. NOTICES, CORRESPONDENCE, REPORTS

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

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

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

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

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

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

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

PRICE SHEET
Pinal County

CDC Overdose Data to Action Cooperative Agreement (OD2A) September 01, 2022 – August 31, 2023	
ACCOUNT CLASSIFICATION	**AMOUNT**
Personnel	$150,274.00
ERE	$49,836.00
Professional & Outside Services	$0.00
In-State Travel Expense	$500.00
Out of State Travel Expense	$15.000.00
Capital Outlay (Equipment) Expense	$0.00
Other Operating Expense	$66,009.00
Indirect (10% Maximum)	$20,011.00
Total	$301,630.00

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

*Indicates indirect rate calculation

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

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

Exhibit A

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

Prime Awardee:	**Arizona Department of Health Services**
UEI #	**QMWUG1AMYF65**
Federal Award Identification (Grant Number):	5 NU17CE924965-03-00
Subrecipient name (which must match the name associated with its unique entity identifier):	Pinal County Public Health Services District
Subrecipient's unique entity identifier (UEI #):	**GX4FM9VQD7W3**
Federal Award Identification Number (FAIN, sometimes it's the same as the Grant Number):	NU17CE924965
Federal Award Date (see the definition of Federal award date in § 200.1 of this part) of award to the recipient by the Federal agency;	07/29/2021
Subaward Period of Performance Start and End Date;	9/01/2021 - 9/29/2022
Subaward Budget Period Start and End Date:	9/01/2021 - 9/29/2022
Amount of Federal Funds Obligated by this action by the pass-through entity to the subrecipient (this is normally the contract amount):	$301,630.00
Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current financial obligation (how much is available for contracts):	$301,630.00
Total Amount of the Federal Award committed to the subrecipient by the pass-through entity	$301,630.00
Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA)	Arizona Proposal for the Overdose Data to Action Cooperative Agreement
Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity	DEPARTMENT OF HEALTH AND HUMAN SERVICES Centers for Disease Control and Prevention
Assistance Listings number and Title; the pass-through entity must identify the dollar amount made available under each Federal award and the Assistance Listings Number at time of disbursement:	93.136- Injury Prevention and Control Research and State and Community Based Programs
Identification of whether the award is R&D	No
Indirect cost rate for the Federal award (including if the de minimis rate is charged) per § 200.414	26.70

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

ARIZONA'S PRESCRIPTION DRUG OVERDOSE PREVENTION PROGRAM

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

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

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

   1.2. The Price Sheet is hereby revised and replaced.

ALL CHANGES ARE MARKED BELOW IN RED

All other provisions of this agreement remain unchanged.

Pinal County Public Health Services District

Contractor Name:

PO Box 2945

Address:

Florence AZ 85132

City State Zip

Mike Goodman

County Authorized Signature

Mike Goodman

Print Name

Chairman 05/01/2024

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

Chris Keller 4/22/24

Signature Date

Chris Keller

Print Name

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

Signed this _____ day of _____ 2024.

Procurement Officer

Contract No.: **CTR063850**, which is an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952 by the undersigned Assistant Attorney, who has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

Signature Date

Assistant Attorney General

Print Name

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

Scope of Work

1. DEFINITIONS:

1.1 "AHCCCS" for the purpose of this document refers to Arizona Health Care Cost Containment System.

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

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

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

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

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

1.7 "SOR" for the purpose of this document refers to State Opioid Response.

1.8 "OFR" for the purpose of this document refers to Overdose Fatality Review.

1.9 "County or County Health Department" for the purpose of this document means the individual counties selected as high-burden areas in the state to implement OFR objectives.

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

1.11 "EMS" for the purpose of this document refers to Emergency Medical Services.

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

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

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

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

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

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

1.18 "ADHS OFR Epidemiologist" means Arizona Department of Health Services employed OFR epidemiologist.

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

2. BACKGROUND

2.1. ADHS OIVP administers funds provided by AHCCCS for operation of the State Opioid Response program.

2.2. The overarching goal of SOR funds is to support Arizona in building the local capacity for counties to develop drug OFR teams. OFR teams bring together community agencies in a formal process to systematically share information on the death event and to identify risk factors in those deaths.

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

2.4. Previously, this opioid epidemic had been driven by prescription drug use. According to data from Arizona's CSPMP, there were 4.1 million Class II-IV prescriptions written and 240,511,812 pills dispensed in Arizona in 2019. This equates to thirty-four (34) Schedule II-IV controlled substance pills for every person, adults and children, living in Arizona. According to experts, recent prescribing practices in Arizona rank our state as twenty-eighth (28th) for opioid prescribing with forty-four point one (44.1) prescriptions per 100 people; but this is no longer the root cause of overdose deaths.

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

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

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

2.8. ADHS will work with county health departments to build capacity/systems to address drug misuse and abuse within their community by supporting their case management projects.

3. OBJECTIVE

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

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

4. TASKS

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

4.1. Designate a point of contact that will be responsible for conducting systematic, multidisciplinary, and multimodality reviews of drug overdose fatalities and identify actionable prevention recommendations for implementation at the local level.

4.2. Request and collect records for each case, including but not limited to:

4.2.1. Medical, including toxicology and medical examiner.

4.2.2. Behavioral Health records.

4.2.3. Criminal justice records.

4.2.4. Prescription drug history records (CSPMP).

4.2.5. Department of Child Services records.

4.2.6. Emergency Medical Services/Fire Department records.

4.2.7. Next of kin interviews (if applicable).

4.3. Based on records received, use the data tool spreadsheet to document case demographics, methods of injury, substance use history, behavioral health history, healthcare utilization, stressors, childhood history, and chronic conditions of OFR cases.

4.4. Enter information from all records collected into the data tool spreadsheet.

4.5. Submit completed data tool spreadsheet to the OFR Epidemiologist at ADHS.

4.6. Respond to feedback from the OFR Epidemiologist to ensure data can be included in the annual OFR data analysis and statewide report.

4.7. Build and maintain working relationships between local stakeholders on overdose prevention.

4.8. Attend and participate in contractor meetings.

4.9. Establish Linkages to Care:

4.9.1. Have a representative from the County participate in the ADHS Linkages to Care workgroup.

5. REQUIREMENTS

The Contractor shall provide:

5.1. A complete annual Overdose Fatality Review data collection tool using the template provided by ADHS. A complete data tool entail:

5.1.1. A death certificate number for each case.

5.1.2. At least one (1) standardized prevention recommendation for each case reviewed.

5.1.3. Each case has no more than four (4) columns with missing or "unknown" responses.

5.1.4. No missing data in required columns.

5.1.5. All cases submitted follow the state's case requirements of at least 18 years of age, not pregnant in the last year, Arizona resident, and not a suicide death.

5.1.6. Notation of medical records received for each case, including facility or provider requested from, date request sent, and date records received.

6. DELIVERABLES

The Contractor shall:

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

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

6.3. Prepare and submit quarterly Contractors Expenditures Reports (CERs) with documentation.

6.4. Submit quarterly reports to ADHS detailing quarterly progress on funded activities.

6.5. Attend and participate in quarterly contractor meetings with ADHS.

6.6. Assign at least one staff person to attend and participate in ADHS' Linkages to Care workgroup.

6.7. Attend and participate in any training, statewide contractor's meetings, or professional development provide by ADHS or its contracted vendors, as necessary.

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

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

7. STATE PROVIDED ITEMS

ADHS will:

7.1. Provide budget, CER, and quarterly report templates.

7.2. Provide a data tool template (Excel spreadsheet) for collecting and tracking case record data and prevention recommendations.

7.3. Provide death certificate data twice annually.

7.4. Coordinate quarterly contractor calls with county staff to facilitate state and county updates and share resources.

7.5. Provide an annual virtual orientation training to county staff.

7.6. Provide technical assistance to county staff as needed.

7.7. Share resources and professional development opportunities with Counties to provide additional support for the implementation of grant related activities.

8. REFERENCE DOCUMENTS

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

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

8.3. ADHS Injury Prevention website: https://www.azdhs.gov/prevention/womens-childrens-health/injury-prevention/index.php#ofr-team.

8.4. ADHS Opioid Prevention website: https://www.azdhs.gov/opioid/ https://www.azdhs.gov/opioid/.

8.5. Substance Abuse and Mental Health Services Administration Opioid Overdose Prevention Toolkit: https://store.samhsa.gov/product/opioid-overdose-prevention-toolkit/sma18-4742.

9. APPROVALS

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

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

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

10. NOTICES, CORRESPONDENCE, REPORTS

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

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

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

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

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

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

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

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

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

Budget and Price Sheet

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

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

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

PINAL COUNTY

WIDE OPEN OPPORTUNITY

AGENDA ITEM
August 7, 2024
ADMINISTRATION BUILDING A
FLORENCE, ARIZONA

Pending Original?

REQUESTED BY: Jan Vidimos

Funds #: 82

Dept. #: 359

Dept. Name: Public Health

Director: Merissa Mendoza

BRIEF DESCRIPTION OF AGENDA ITEM AND REQUESTED BOARD ACTION:

Discussion/approval/disapproval of Amendment No. 2 of Award Agreement No. CTR063850 under the Arizona Prescription Drug Overdose Prevention Program grant program between the Arizona Department of Health Services and Pinal County, through the Pinal County Board of Supervisors beginning September 30, 2023, ending September 29, 2024, for $50,000. This grant will be used by the department to maintain an Overdose Fatality Review Team. This multidisciplinary team reviews the circumstances surrounding overdose deaths within Pinal County, and makes systems and policy recommendations aimed at decreasing overdoses. A pro-rated amount was adopted in the FY23/24 budget. The remaining amount will be budgeted in FY 24/25. There is no impact to the General Fund. (Jan Vidimos/Merissa Mendoza)

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

There is no match requirement and no impact to the General Fund.

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

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

MOTION:

Approve as presented.

History

Time	Who	Approval

P10

PINAL COUNTY

WIDE OPEN OPPORTUNITY

Board of Supervisors Grant Request

Board of Supervisors meeting date:	08/07/2024
Department seeking grant:	Public Health
Name of Granting Agency:	AZDHS
Name of Grant Program:	AZ Prescription Drug OD Prevention Prog
Project Name:	State Opiod Response Grant
Amount requested:	$50,000.00
Match amount, if applicable:	0.00
Application due date:	N/A
Anticipated award date/fiscal year:	09-01/2022 to 08/31/2027
What strategic priority/goal does this project address?:	Vibrant Communities
Applicable Supervisor District:	All

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

Approval received per Policy 8.20: ☑ OnBase Grant #: 2023-801

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

31 North Pinal Street, Building A, PO Box 1348 Florence, AZ 85132 T 520-866-6250 FREE 888-431-1311 F 520-866-6944 www.pinalcountyaz.gov

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

ARIZONA'S PRESCRIPTION DRUG OVERDOSE PREVENTION PROGRAM

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

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

   1.1. The Price Sheet is hereby revised and replaced.

   1.2. Exhibit One (1) is added.

ALL CHANGES ARE MARKED BELOW IN RED

All other provisions of this agreement remain unchanged.

Pinal County Public Health Services District	Mike Goodman County Authorized Signature
Contractor Name: PO Box 2945	Mike Goodman Print Name
Address: Florence / AZ / 85132 City / State / Zip	Chairman 08/07/2024 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
Anne Froedge 8-5-2024 Signature / Date	Signed this _____ day of _____ 2024.
Anne Froedge Print Name	Procurement Officer
Contract No.: **CTR063850**, which is an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952 by the undersigned Assistant Attorney, who has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona.	
Signature / Date	
Assistant Attorney General Print Name	

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

Budget and Price Sheet

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

Exhibit One (1)

Exhibit - 2 CFR 200.332

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

Prime Awardee:	**Arizona Department of Health Services**
DUNS #	**804745420**
Federal Award Identification (Grant Number):	**H79TI085739**
Subrecipient name (which must match the name associated with its unique entity identifier):	**Pinal County Public Health Services District**
Subrecipient's unique entity identifier (DUNS #):	**GX4FM9VQD7W3**
Federal Award Identification Number (FAIN, sometimes it's the same as the Grant Number):	**H79TI085739**
Federal Award Date (see the definition of Federal award date in § 200.1 of this part) of award to the recipient by the Federal agency;	**09/05/2023**
Subaward Period of Performance Start and End Date;	**09/30/2023-09/29/2024**
Subaward Budget Period Start and End Date:	**09/30/2023-09/29/2024**
Amount of Federal Funds Obligated by this action by the pass-through entity to the subrecipient (this is normally the **contract amount**):	**$50,000.00**
Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current financial obligation **(how much is available for contracts)**:	**$1,917,663.00**
Total Amount of the Federal Award committed to the subrecipient by the pass-through entity	**$50,000.00**

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

Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA)	**State Opioid Response III Grant (SOR III)**
Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity	**Substance Abuse & Mental Health Services Administration (SAMHSA), Arizona Health Care Cost Containment System**
Assistance Listings number and Title; the pass-through entity must identify the dollar amount made available under each Federal award and the Assistance Listings Number at time of disbursement:	**93.788**
Identification of whether the award is R&D	**No**
Indirect cost rate for the Federal award (including if the de minimis rate is charged) per § 200.414	**24.70%**

PINAL COUNTY
WIDE OPEN OPPORTUNITY

AGENDA ITEM

April 30, 2025 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

April 30, 2025 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, April 30, 2025 at 9:30 AM** in the Board Hearing Room, 1891 Historic Courthouse, Administrative Complex, located at 135 N. Pinal Street, Florence, Arizona 85132. The public will have physical access to the meeting room at 9:15 AM.

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

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

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

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

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

I hereby further certify that I caused to be posted this Friday, April 25, 2025, around 11:00 AM the Regular Agenda, Desert Vista Sanitary District Agenda, Public Health Services District Agenda, and Executive Session as follows:

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

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the Official Pinal County, Arizona Seal this 25th day of April, 2025.

THE SEAL OF PINAL COUNTY ARIZONA 18 75

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