



NOTICE OF PUBLIC MEETING AND EXECUTIVE SESSION
PINAL COUNTY PUBLIC HEALTH SERVICES DISTRICT
BOARD OF DIRECTORS
AGENDA
Wednesday, November 4, 2020

9:30 AM - CALL TO ORDER

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

BUSINESS BEFORE THE BOARD

(Consideration/Approval/Disapproval of the following:)

(1) CONSENT ITEMS:

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

- * A. Discussion/approval/disapproval of Minutes from October 28, 2020, Board of Directors Public Health Services District Meeting. (Natasha Kennedy)
- * B. Discussion/approval/disapproval of the Intergovernmental Agreement (IGA) between the Arizona Department of Public Safety and the Pinal County Health Department, through the Pinal County Board of Supervisors for the Comprehensive Medical Forensic Services for Victims of Interpersonal Violence project for \$61,518. This award will be used to offset costs incurred for victims of violence needing a forensic medical exam outside of Pinal County. Acceptance requires an amendment to the FY 20/21 budget to transfer reserve appropriation from Fund 213 (Grants/Project Contingency) to Fund 82 (Health/Grants) to increase revenue and expenditure appropriations. There is no impact on the General Fund. (Tascha Spears/Leo Lew)
- * C. Discussion/approval/disapproval of Amendment No. 3 to Contract Number ADHS18-177686 with Arizona Department of Health Services for Immunization Services. The term of this contract amendment will be July 1, 2020, to June 30, 2021. The total contract amount is not to exceed \$300,000 with additional reimbursements available for vaccination services provided. (Tascha Spears/Leo Lew)
- * D. Discussion/approval/disapproval of Independent Contractor Agreement with St. Mary's Food Bank Alliance for Commodity Supplemental Food Program (CSFP). The term of this agreement will be January 1, 2021, to December 31, 2021. The total contract amount is not to exceed \$15,200. (Merissa Mendoza/Tascha Spears)

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.



AGENDA ITEM

November 4, 2020 ADMINISTRATION BUILDING A
FLORENCE, ARIZONA

REQUESTED BY:

Funds #:

Dept. #:

Dept. Name: Clerk of the Board

Director: Natasha Kennedy

BRIEF DESCRIPTION OF AGENDA ITEM AND REQUESTED BOARD ACTION:

Discussion/approval/disapproval of Minutes from October 28, 2020, 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
8/19/2020 9:00 AM	Clerk of the Board	Yes

ATTACHMENTS:

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**PINAL COUNTY PUBLIC HEALTH SERVICES DISTRICT
BOARD OF DIRECTORS
MINUTES
Wednesday, October 28, 2020
10:49 AM**

BOARD OF DIRECTORS

Chairman Anthony Smith
Director, District 4

Vice-Chairman Pete Rios
Director, District 1

Mike Goodman
Director, District 2

Stephen Q. Miller
Director, District 3

Todd House
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:
<https://pinal.novusagenda.com/AgendaPublic/MeetingView.aspx?MeetingID=1366&MinutesMeetingID=567&doctype=Agenda>

and a Video Recording of this meeting can be viewed at:
<https://pinalcountyz.swagit.com/play/10282020-700>

The Pinal County Public Health Services District Board of Directors convened at 10:49 a.m. this date. The meeting was called to order by Chairman Smith.

Members Present: Chairman Anthony Smith; Vice-Chairman Pete Rios; Director Mike Goodman; Director Stephen Q. Miller; Director Todd House

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

(1) CONSENT ITEMS:

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

Chairman Smith 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.

Motion Made By: Supervisor Goodman

Seconded By: Supervisor Miller

To approve Consent Agenda Items A through D.

Motion Passed

Ayes: Goodman, House, Miller, Rios, Smith (5)

- * A. Discussion/approval/disapproval of Minutes from September 30, 2020, Board of Directors Public Health Services District Meeting. (Natasha Kennedy)
- * B. Discussion/approval/disapproval of Service Agreement with Intrado Interactive Services Corporation, FKA West Interactive Services Corporation (WISC) for the Vaccine Reminder Program. This agreement shall become effective upon acceptance and will continue until October 31, 2023. This program is sponsored by Pfizer and does not have any associated cost. (Marcela Salinas/Tascha Spears)
- * C. Discussion/approval/disapproval of Cooperative Contract Agreement between Pinal County Public Health Services District and Paradigm Laboratories, LLC for the purposes of providing wider availability of free COVID-19 testing for Pinal County residents. (Tascha Spears/Leo Lew)

- * D. Discussion/approval/disapproval of Contract No. IGA2021-057 for the Public Health Services District to provide case investigations and contact tracing services related to COVID-19. The term of this agreement is retroactive to August 1, 2020, and remains in effect until February 28, 2022. The total amount of the contract is not to exceed \$1,600,000. The request requires an amendment to the FY 20/21 budget to transfer reserve appropriation from Fund 213 (Grants/Project Contingency) to Fund 82 (Misc Grants) to increase revenue and expenditure appropriations. There is no impact on the General Fund. (Tascha Spears/Leo Lew)

10:50 a.m. – Chairman Smith adjourned the October 28, 2020, 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**

Anthony Smith, Chairman

ATTEST:

Natasha Kennedy, Clerk of the Board

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

Approval of Minutes: November 4, 2020



AGENDA ITEM

November 4, 2020 ADMINISTRATION BUILDING A
FLORENCE, ARIZONA

REQUESTED BY:

Funds #:

Dept. #:

Dept. Name: Medical Forensics

Director: Tascha Spears

BRIEF DESCRIPTION OF AGENDA ITEM AND REQUESTED BOARD ACTION:

Discussion/approval/disapproval of the Intergovernmental Agreement (IGA) between the Arizona Department of Public Safety and the Pinal County Health Department, through the Pinal County Board of Supervisors for the Comprehensive Medical Forensic Services for Victims of Interpersonal Violence project for \$61,518. This award will be used to offset costs incurred for victims of violence needing a forensic medical exam outside of Pinal County. Acceptance requires an amendment to the FY 20/21 budget to transfer reserve appropriation from Fund 213 (Grants/Project Contingency) to Fund 82 (Health/Grants) to increase revenue and expenditure appropriations. There is no impact on the General Fund. (Tascha Spears/Leo Lew)

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

Acceptance requires an amendment to the FY20/21 budget to transfer reserve appropriation from Fund 213 (Grants/Project Contingency) to Fund 82 (Health/Grants) to increase revenue and expenditure appropriations. There is no impact on the General Fund.

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

This award will cover the cost of forensic medical exams for victims of violence who require services outside of Pinal County.

MOTION:

Approve as presented.

History	Who	Approval
Time		
10/23/2020 12:15 PM	County Attorney	Yes
10/23/2020 4:30 PM	Budget Office	Yes
10/23/2020 4:57 PM	County Manager	Yes
10/27/2020 10:03 AM	Clerk of the Board	Yes

ATTACHMENTS:
Click to download
<input type="checkbox"/> Contract
<input type="checkbox"/> Budget Appropriation

ARIZONA DEPARTMENT OF PUBLIC SAFETY

**VICTIMS OF CRIME ACT (VOCA) VICTIM ASSISTANCE GRANT PROGRAM
FEDERAL GRANT# 2019-V2-GX-0041
CFDA #16.575
SUBGRANT AWARD AGREEMENT**

SUBRECIPIENT

AGENCY: Pinal County Medical Forensic Services

ADDRESS: PO Box 77

CITY: Florence

STATE: Arizona

ZIP: 85132

PROJECT TITLE: Comprehensive Medical Forensic Services for Victims of Interpersonal Violence**AWARD AMOUNT:** \$133,437**REQUIRED MATCH (NON-FEDERAL SOURCE):** \$33,360**PROJECT PERIOD:** 10/01/2020 to 09/30/2023**PROJECT PURPOSE:** To provide assistance to victims of crime.

This agreement is made under the authority of the Victims of Crime Act of 1984, U.S. Code, Title 34, Subtitle II, Chapter 201, Subchapter I, § 20101, et seq. as amended.

The purpose of this agreement shall be to award Victims of Crime Act (VOCA) Assistance funds to the subrecipient to provide services to victims of crime as authorized by the Victims of Crime Act. Awards may be supplemented by other federal, state, local, and private funds. Subrecipient's agreement or amended agreement(s) is incorporated by reference into this Subgrant Award Agreement.

This award is subject to agreement by the subrecipient, including any DPS VOCA funded positions and their immediate supervisors, to conform to the provisions of the Victims of Crime Act of 1984; the DPS VOCA victim assistance grant program guidelines; the subrecipient's application; the most recent version of the general conditions, which are incorporated here by reference, and certifications; the most recent version of the Department of Justice Grants Financial Guide; the Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 CFR Part 200 and supplemented by the Department of Justice in 2 CFR Part 2800 (together, the "Part 200 Uniform Requirements"); Executive Order 12372; and 28 CFR pts. 66 and 70, all of which are incorporated by reference as if fully stated herein.

Subrecipients, and all their contractors, will comply with all lawful requirements imposed by the awarding agency, specifically including any applicable regulations, such as 28 CFR pts. 18, 22, 23, 30, 35, 38 (as amended on May 4, 2016), 42, 46, 61 Appendix D, and 63, and the award term in 2 CFR § 175.15 (b); section 106 of the National Historic Preservation Act of 1966 (16 USC § 470); Executive Order 11593; the Archaeological and Historical Preservation Act of 1974 (16 USC § 469 a-1 et seq.); the National Environmental Policy Act of 1969 (42 USC § 4321); and any applicable statutorily-imposed nondiscrimination requirements, which may include Title VI of the Civil Rights Act of 1964, as amended, (42 USC § 2000d and 28 CFR § 42.101 et seq.); the Indian Civil Rights Act (25 USC §§ 1301-1303); Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 and 28 CFR § 42.501 et seq.); the Age Discrimination Act of 1975 (42 USC § 6101-07 and 28 CFR § 42.700 et seq.); Title IX of the Education Amendments of 1972 (20 USC § 1681, 1683, 1685-86 and 28 CFR pt. 54); the Omnibus Crime Control and Safe Streets Act (Safe Streets Act) of 1968 (34 USC § 10228(c) and 28 CFR § 42.201 et seq.); the Juvenile Justice and Delinquency Prevention Act (JJDP) of 1974, as amended, (34 USC § 11182(b)); Section 1407 of the Victims of Crime Act (VOCA) of 1984 (34 USC § 20110(e));

Title II of the Americans with Disabilities Act of 1990 (42 USC § 12131-34 and 28 CFR pt. 35); and Partnerships with Faith-Based and Other Neighborhood Organizations (28 CFR pt. 38 and Executive Order 13279 as amended by Executive Order 13559); and State Executive Order No. 2009-09. The above referenced federal and state laws prohibit discrimination on the basis of race, color, religion, sex, disability, and national origin (including limited English proficiency) in the delivery of services and employment practices, and prohibit discrimination on the basis of age in the delivery of services.

Governmental entities will comply with the requirements of Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 USC § 4601 et seq.), and 5 USC §§ 1501-08 and §§ 7324-28 which limit certain political activities of State and local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

The Arizona Department of Public Safety agrees to pay the subrecipient the AWARD AMOUNT in the below shown sums per periods listed:

Approved Budget

Federal VOCA Amount

Budget line items	10/1/2020 - 9/30/2021	10/1/2021 - 9/30/2022	10/1/2022 - 9/30/2023	Total
Personnel - Salary	\$0	\$0	\$0	\$0
Personnel - Fringe Benefits	\$0	\$0	\$0	\$0
Contractual Services	\$0	\$0	\$0	\$0
Mileage	\$0	\$0	\$0	\$0
Training	\$0	\$0	\$0	\$0
Capital Equipment	\$0	\$0	\$0	\$0
Other Expenses	\$49,214	\$43,767	\$40,456	\$133,437
Total	\$49,214	\$43,767	\$40,456	\$133,437

Match Amount

Budget line items	10/1/2020 - 9/30/2021	10/1/2021 - 9/30/2022	10/1/2022 - 9/30/2023	Total
Personnel - Salary	\$0	\$0	\$0	\$0
Personnel - Fringe Benefits	\$0	\$0	\$0	\$0
Volunteers	\$0	\$0	\$0	\$0
Contractual Services	\$0	\$0	\$0	\$0
Mileage	\$0	\$0	\$0	\$0
Training	\$0	\$0	\$0	\$0
Capital Equipment	\$0	\$0	\$0	\$0
Other Expenses	\$12,304	\$10,942	\$10,114	\$33,360
Match Waiver	\$0	\$0	\$0	\$0
Total	\$12,304	\$10,942	\$10,114	\$33,360

For the Arizona Department of Public Safety:

Heston Silbert, Colonel
Director
Arizona Department of Public Safety

Date

For the Subrecipient:

Authorizing Official:

Anthony Smith

Date

Approved as to form:

Attorney for Subrecipient (optional)

**DEPARTMENT/FUND
APPROPRIATION ADJUSTMENT FORM**

Fiscal Year	Agenda Item needed (yes/no)	Anticipated Meeting Date if applicable	Memo Attached if Board item
20/21	yes	11/4/2020	<input checked="" type="checkbox"/>

Please use one form per agenda item.

Sources (Fund Balance, Revenues, Transfers In, etc...)								
Fund	Input "yes" if change in Fund Balance (2511)	Cost Center	Sub Ledger	Object Code	Subsidiary	Current Budget	Adjustment Add/ (Subtract)	New Revised Budget
213		3311003		457990		\$9,426,452	(\$49,214)	\$9,377,238
82		TBD	3610100	460002		\$0	\$12,304	\$12,304
82		TBD		421000		\$0	\$49,214	\$49,214
Insert rows above this line and copy New Revised Budget formula down								
Net Source Adjustment							\$12,304	

Uses (Expenditures, Transfers Out, etc....)								
Fund		Cost Center	Sub Ledger	Object Code	Subsidiary	Current Budget	Adjustment Add/ (Subtract)	New Revised Budget
213		3311003		599500		9,426,452	(\$49,214)	\$9,377,238
10		3610100		530699		34,000	(\$12,304)	\$21,696
10		3610100	TBD	560002		0	\$12,304	\$12,304
82		TBD		530699		0	\$61,518	\$61,518
								\$0
								\$0
								\$0
								\$0
Insert rows above this line and copy New Revised Budget formula down								
Net Use Adjustment							\$12,304	

Net Change	\$0
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Prepared by:	Genevieve Ennis	Date:	10/23/2020
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Description:	
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TYPE OF REQUEST:

- ☐ Transfer within same Cost Center
- ☐ Transfer between Cost Centers within same Fund
- ☒ Transfer between Funds or Transfer In/Out adjustments
- ☒ Transfer from/to of Reserve/Contingency (e.g., new grant, change in special revenue projection, new project...)
- ☐ Change in Fund Balance Appropriation

Please make sure to verify the following on the Appropriation Adjustment Form:

***If you are modifying a previous sheet MAKE SURE you clear all original information out before starting**

Top Section

- **Do you have the correct Fiscal Year in place (i.e. FY 2011-12 or FY 2010-11)?**
- If this item needs to go in front of the Board, did you enter the appropriate response in the "Agenda Item" box?
- Did you enter the correct anticipated meeting date if required?
- Did you check the "Memo Attached if Board Item" box if needed?

Sources Section

- If the appropriation in question requires Fund Balance, has "yes" been entered in the second column?

Sources & Uses Sections

- Have all the required columns for the appropriation been filled out?
- If there is supposed to be a subledger, is it included?
- **Is the "current budget information" correct?**
- Make sure you don't change the formula line (Column 8).
- Does your "Net Change" line = 0?

Prepared By/Description Section

- Have all three of the boxes been filled out correctly?

Type of Request

- Have the correct boxes been checked in the list?

ng*

em Needed" box?



AGENDA ITEM

November 4, 2020 ADMINISTRATION BUILDING A
FLORENCE, ARIZONA

REQUESTED BY:

Funds #:

Dept. #:

Dept. Name: Public Health

Director: Tascha Spears

BRIEF DESCRIPTION OF AGENDA ITEM AND REQUESTED BOARD ACTION:

Discussion/approval/disapproval of Amendment No. 3 to Contract Number ADHS18-177686 with Arizona Department of Health Services for Immunization Services. The term of this contract amendment will be July 1, 2020, to June 30, 2021. The total contract amount is not to exceed \$300,000 with additional reimbursements available for vaccination services provided. (Tascha Spears/Leo Lew)

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

This contract offsets the Public Health Services District cost of providing immunization services to children and adults. It has no impact on the general fund.

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

The Public Health Services District has the strategic goal to sustain immunization coverage rate of at least 80% in the children 19 to 35 months of age thus reducing the risk of childhood illness. This contract assists the District in meeting this goal.

MOTION:

Approve as presented.

History	Who	Approval
Time		
10/23/2020 12:43 PM	County Attorney	Yes
10/23/2020 4:29 PM	Budget Office	Yes
10/23/2020 4:57 PM	County Manager	Yes
10/27/2020 10:06 AM	Clerk of the Board	Yes

ATTACHMENTS:

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	INTERGOVERNMENTAL AGREEMENT (IGA) Amendment		ARIZONA DEPARTMENT OF HEALTH SERVICES 150 18 th Ave Suite 530 Phoenix, Arizona 85007
	Contract No.: ADHS-177686	IGA Amendment No: 3 Arizona Procurement Portal Amendment No.: 2	Procurement Officer Nicole Marquez

IMMUNIZATION SERVICES

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

1. Pursuant to Terms and Conditions, Page Seven (7), Provision Six (6), Contract Changes; the Intergovernmental Agreement is amended to revise the following:
 - 1.1 Scope of Work, Page Nineteen (19), Provision 4.12, VPD Outbreak and Pandemic Preparedness, added items 4.12.3 and 4.12.4 that are hereby revised in this amendment three (3) to read:
 - 4.12.3 Improve vaccine cold storage capacity, to include purchase of storage units (refrigerator, freezer [NOT ultra-cold freezer]), generators, portable refrigeration units. These efforts are intended to help keep vaccines viable during the COVID-19 pandemic.
 - 4.12.4 Increase capacity for data entry and reminder recall activities, to include but not limited to additional staffing, or purchase of hardware and software equipment to accomplish this task. These efforts are intended to help track immunization data during the COVID-19 pandemic.

Continued on next page

All other provisions of this agreement remain unchanged.

PINAL COUNTY PUBLIC HEALTH SERVICES DISTRICT			
Contractor Name:			Authorized Signature
971 N. JASON LOPEZ CIRCLE, BLDG D			
Address:			Print Name
FLORENCE	ARIZONA	85132	
City	State	Zip	Title
Pursuant to A.R.S. § 11-952, the undersigned public agency attorney has determined that this Intergovernmental Agreement is in proper form and is within the powers and authority granted under the laws of Arizona			This Intergovernmental Agreement Amendment shall be effective the date indicated. The Public Agency is hereby cautioned not to commence any billable work or provide any material, service or construction under this IGA until the IGA has been executed by an authorized ADHS signatory. State of Arizona
Signature		Date	Signed this _____ day of _____ 2020.
Print Name			Procurement Officer
Contract No.: ADHS18-177686 , 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			Title

	INTERGOVERNMENTAL AGREEMENT (IGA) Amendment		ARIZONA DEPARTMENT OF HEALTH SERVICES 150 18 th Ave Suite 530 Phoenix, Arizona 85007
	Contract No.: ADHS-177686	IGA Amendment No: 3 Arizona Procurement Portal Amendment No.: 2	Procurement Officer Nicole Marquez

1.2 The Price Sheet is revised and replaced by the Price Sheet of this Amendment Three (3);

PRICE SHEET				
Activity	Frequency	Unit Rate	Unit of Measure	Total
Total Personnel/ERE; Salary/Fringe – May claim only salary and fringe benefits for immunization program staff/other staff who work to meet contract requirements	Yearly	N/A	Total	Up to \$50,000.00
Immunization Visit for children zero (0) to eighteen (18) years of age who meet VFC eligibility requirements. Do not include visits for insured children.	Quarterly	\$50.00	Per Visit	As approved by ADHS and authorized by purchase order
Immunization Visit for adults nineteen (19) years of age and older who meet VFA eligibility requirements. Do not include visits for insured adults	Quarterly, when specific VFA funds are available	\$50.00	Per Visit	
Immunization Completion report for children zero (0) to twenty-four (24) months of age for the 4:3:1:3:3:1:4 series	Quarterly	\$100.00	Per Series Completion	
Perinatal Hepatitis B Case Management – Prenatal	Quarterly	\$300.00	Per Case	
Perinatal Hepatitis B Case Management – Postnatal	Quarterly	\$200.00	Per Case	
Immunization Visit for Flu Vaccine, in children and adults who meet VFC and VFA eligibility requirements. Do not include visits for insured children or adults.	When specific pan flu vaccine funds are available	\$50.00	Per Visit	
IDR Submission – Preparation and Submittal of School/Child Care IDR by CHD nurse or in cooperation with school/child care personnel	Optional	\$250.00	Each/per grade level IDR	
IDR Validation – On-site visit to schools/child care facilities to validate IDR submission data	Optional	\$50.00	Each/per grade level validation	
Supplemental flu vaccination activities	As needed by June 30, 2021	NA	NA	Not to exceed allocation of \$175,000
Improve vaccine cold storage capacity; increase capacity for data entry and reminder recall activities	As needed by June 30, 2021	N/A	Total	Not to exceed allocation=\$125,000

	<p style="text-align: center;">INTERGOVERNMENTAL AGREEMENT (IGA)</p> <p style="text-align: center;">Amendment</p>		<p>ARIZONA DEPARTMENT OF HEALTH SERVICES 150 18th Ave Suite 530 Phoenix, Arizona 85007</p>
	<p>Contract No.: ADHS-177686</p>	<p>IGA Amendment No: 3 Arizona Procurement Portal Amendment No.: 2</p>	<p>Procurement Officer Nicole Marquez</p>

1.2 Exhibit Three (3) has been added;

EXHIBIT THREE

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):

6 NH23IP922599-02-01

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

Pinal County

Subrecipient's unique entity identifier (DUNS #):

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

NH23IP922599

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;

09/23/2020

Subaward Period of Performance Start and End Date;

07/01/2019 - 06/30/2024

Subaward Budget Period Start and End Date:

07/01/2020 - 06/30/2021

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

\$125,000.00

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):

\$8,992,059.00

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

\$12,181,923.00

	INTERGOVERNMENTAL AGREEMENT (IGA) Amendment		ARIZONA DEPARTMENT OF HEALTH SERVICES 150 18 th Ave Suite 530 Phoenix, Arizona 85007
	Contract No.: ADHS-177686	IGA Amendment No: 3 Arizona Procurement Portal Amendment No.: 2	Procurement Officer Nicole Marquez

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

CDC-RFA-IP19-1901 Immunization and Vaccines for Children

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

Centers for Disease Control and Prevention

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

93.268 - Immunization Cooperative Agreements

Identification of whether the award is R&D

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



AGENDA ITEM

November 4, 2020 ADMINISTRATION BUILDING A
FLORENCE, ARIZONA

REQUESTED BY:

Funds #:

Dept. #:

Dept. Name: Public Health

Director: Tascha Spears

BRIEF DESCRIPTION OF AGENDA ITEM AND REQUESTED BOARD ACTION:

Discussion/approval/disapproval of Independent Contractor Agreement with St. Mary's Food Bank Alliance for Commodity Supplemental Food Program (CSFP). The term of this agreement will be January 1, 2021, to December 31, 2021. The total contract amount is not to exceed \$15,200. (Merissa Mendoza/Tascha Spears)

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

This project was part of the FY2020/21 budget plan. There is no impact to the general fund

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

The Commodity Supplemental Food Program (CSFP) is a USDA nutrition program providing food commodities to low-income sixty years of age or older.

MOTION:

Approve as presented.

History		
Time	Who	Approval
10/27/2020 10:40 AM	County Attorney	Yes
10/27/2020 12:38 PM	Budget Office	Yes
10/27/2020 2:02 PM	County Manager	Yes
10/28/2020 8:38 AM	Clerk of the Board	Yes

ATTACHMENTS:

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☐ [Contract](#)

INDEPENDENT CONTRACTOR AGREEMENT

This independent contractor agreement (the "Agreement") is made and entered into as of July 1, 2019, (the "Effective Date") between St. Mary's Food Bank Alliance, (the "Organization") and Pinal County Public Health, (the "Contractor"). The Organization requests the Contractor to perform services for it and may request the Contractor to perform other services in the future. The Parties therefore agree as follows:

1.0. Term and Termination.

1.1. This Agreement takes effect January 1, 2021, and remains in full force and effect for twelve months (the "Term"), unless earlier terminated.

The Term is expected to end on December 31, 2021, however, the Parties may end the Agreement if necessary with 30 days written notice (email is acceptable) to the other Party.

1.2. Either Party may terminate this Agreement for cause by providing the other Party written notice if the other Party: (i) is in material breach of this Agreement and has failed to cure such breach within five (5) days after its receipt of written notice of such breach provided by the non-breaching Party; (ii) engages in any unlawful business practice related to that Party's performance under the Agreement; or (iii) files a petition for bankruptcy, becomes insolvent, acknowledges its insolvency in any manner, ceases to do business, makes an assignment for the benefit of its creditors, or has a receiver, trustee or similar party appointed for its property.

2.0. Contractor Services.

2.1. During the Term, the Organization may engage the Contractor to provide the services described in Exhibit A - Scope of Work (the "Services"), or other such services as mutually agreed upon in writing by the Parties (email is acceptable).

2.2. Contractor shall cooperate with St. Mary's Food Bank Alliance to ensure that the work of the project will be prosecuted harmoniously, orderly, and in proper sequence without causing undue interference. Contractor shall become acquainted with the work and daily schedule of the Organization so that coordination of services are performed fairly for all clients.

2.3. St. Mary's Food Bank Alliance shall be the primary coordinator of the Work of the Project and, as such, shall be responsible for the general management of the Work and shall have full directing and coordinating authority over Contractor in matters concerned with enrollment, recertification, outreach and follow-up efforts.

2.4. The Contractor shall notify the Organization of any change(s) to the Contractor's operations schedule that could adversely affect this contract, whether known or unknown at the time of this Agreement, no later than one week prior to such change(s) or at the earliest available time.

2.5. In consideration for the services to be performed by Contractor, the Organization agrees to pay Contractor the total sum of up to \$15,200 for the scope of work to be performed. The Contractor shall submit monthly all supporting documentation for the month's expenses (invoices including itemized breakdown and timesheets for personnel), along with a summary sheet of the requested amount (to be

provided to Contractor). Monthly invoices must be received by the eleventh (11th) of each month (email is acceptable). The Organization shall remit payment to Contractor once the Organization receives the reimbursement from the Department of Economic Security (DES).

2.6. The Organization shall not be responsible for federal, state and local taxes derived from the Contractor's net income or for the withholding and/or payment of any federal, state and local income and other payroll taxes, workers' compensation, disability benefits or other legal requirements applicable to the Contractor.

2.7. The Contractor will carry standard levels of liability and vehicle insurance and name Organization as additional insured.

3.0. Independent Contractor Status.

3.1. The Parties intend that the Contractor be engaged as an independent contractor of the Organization. Nothing contained in this Agreement will be construed to create the relationship of employer and employee, principal and agent, partnership or joint venture, or any other fiduciary relationship.

3.2. The Contractor will act as agent for, or on behalf of, the Organization, or to represent the Organization, as required to complete the services.

3.3. The Contractor will not be entitled to worker's compensation, retirement, insurance or other benefits afforded to employees of the Organization.

4.0. 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 all data and other "records" relating to the acquisition and performance of the Contract for a period of five 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 all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.

4.3 Notices. Notices to the Contractor required by this Contract shall be made by the Organization to the person indicated on the Contact Person of this agreement unless otherwise stated in the Contract. Notices to the Organization required by the Contract shall be made by the Contractor to the Contact Person indicated on this agreement, unless otherwise stated in the Contract. An authorized Organization representative 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.

5.0. Confidential Information.

5.1 Each Party (on its behalf and on behalf of its subcontractors, employees or representatives, or agents of any kind) agrees to hold and treat all confidential information of the other Party, including, but not limited to, employee, agency partner and client information and any other information that the receiving Party reasonably should know is confidential ("Confidential Information") as confidential and protect the

Confidential Information with the same degree of care as each Party uses to protect its own Confidential Information of like nature.

5.2 Confidential Information does not include any information that (i) at the time of the disclosure or thereafter is lawfully obtained from publically available sources generally known by the public (other than as a result of a disclosure by the receiving Party or its representatives); (ii) is available to the receiving Party on a non-confidential basis from a source that is not and was not bound by a confidentiality agreement with respect to the Confidential Information; or (iii) has been independently acquired or developed by the receiving Party without violating its obligations under this Agreement or under any federal or state law.

6.0 Miscellaneous Provisions.

6.1 This Agreement, and any accompanying appendices, duplicates, or copies, constitutes the entire agreement between the Parties with respect to the subject matter of this Agreement, and supersedes all prior negotiations, agreements, representations, and understandings of any kind, whether written or oral, between the Parties, preceding the date of this Agreement.

6.2 This Agreement is to be governed by and construed in accordance with the laws of the State of Arizona, without reference to any principles of conflicts of laws, which might cause the application of the laws of another state. Any action instituted by either party arising out of this Agreement will only be brought, tried and resolved in the applicable federal or state courts having jurisdiction in the State of Arizona. EACH PARTY HEREBY CONSENTS TO THE EXCLUSIVE PERSONAL JURISDICTION AND VENUE OF THE COURTS, STATE AND FEDERAL, HAVING JURISDICTION IN THE STATE OF ARIZONA.

The Parties are signing this Agreement on the date stated in the introductory clause.

St. Mary's Food Bank Alliance.

Pinal County Public Health

By: _____

By: _____

Name: Marcos J. Gaucin

Name: _____

Title: Chief Programs Officer

Title: _____

Contact Information:

St. Mary's Food Bank Alliance

Marcos J. Gaucin

Chief Programs Officer

(602) 343-3114

mjgaucin@firstfoodbank.org

Contact Information:

Pinal County Public Health

EXHIBIT A

PROGRAM REQUIREMENTS OF THE APPLICANT AGENCY: The Applicant Agency (Distribution Site) agrees that for each site listed on the site sheet of the application, it shall use United States Department of Agriculture (USDA) CSFP commodities in accordance with USDA regulations contained in 7 CFR Parts 247, 250, 251, 253, and 254 and the Arizona Department of Economic Security (ADES) policies and procedures and shall conform to the following requirements:

1. Provide CSFP enrollment, recertification, outreach and follow-up to eligible individuals. Eligible individuals are low-income, with incomes at or below 130% of the Federal Poverty Level. No supporting documentation is required for income eligibility determination. Individuals receiving commodities will self-certify they meet the income guidelines, by signing their names on the CSFP Application for Benefits.
2. Current income guidelines **must** be posted where it is visible to individuals.
3. Ensure completion of the CSFP Application for Benefits by individuals interested in receiving commodities.
4. Length of residency or intent to remain in a geographic location must not be used as a criterion of eligibility.
5. Ensure that ability to make a financial donation is not a condition for receiving commodities. Donations cannot be solicited from individuals presenting to receive CSFP commodities.
6. Proof of household income shall not be required in order for a client to receive contract-related food. Income eligibility is a self-declaration by clients after reviewing posted current income eligibility guidelines. Clients shall not be denied CSFP food if they refuse to reveal any information that is not a requirement of CSFP (e.g. demographics).
7. If it is determined that Contractor is collecting client social security numbers and/or requiring verification of household income, this will be cause for the Organization to terminate the CSFP agreement immediately.
8. Maintain full and accurate record of operations under this agreement, and retain such records for a period of (5) years after the end of the federal fiscal year to which they pertain unless such records are part of an unresolved audit, which thereby extends the five (5) year period.
9. Maintain eligible participant files (active and inactive), ineligible participant files with reason for ineligibility and waiting lists, as applicable.
10. Collect and maintain program participant demographic information and complete all data elements required by CSFP regulations.
11. Provide each program participant with information about available health and social services that the participant may be eligible and make referrals as necessary.

12. Notify the Organization, in writing, within 15 days of any changes related to name or address change, hours of operation, or IRS determination status.

13. Make available to the Organization, the Arizona Department of Economic Security (ADES), the United States Department of Agriculture (USDA) or any other state entity or statutory authorized person conducting an inspection, review, or audit; accounts and records pertaining to operations under this agreement. Such records shall be produced at the office(s) designated by the applicable person conducting such inspection, review, or audit.

14. Comply with the requirements of all state and federal regulations regarding nondiscrimination. Specifically, the Contractor hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (P.L.88-352) (42 U.S.C.2000d et seq.) "Title VI"; Section 504 of the Rehabilitation Act of 1973 (P.L.93-112) (29U.S.C. 794); with the Title II of the Americans with Disabilities Act, and the Arizona Disability Act, which prohibit discrimination on the basis of physical or mental disabilities; the Age Discrimination Act of 1975 (P.L.94-135) (42 U.S.C. 6101 et seq.), and all requirements imposed by the regulations of the USDA; United States Department of Justice Enforcement Guidelines; and Food and Consumer Service ("FCS") directives and guidelines to the effect that, no person in the United States shall, on the grounds of race, color, national origin, age, sex, handicap, or reprisal or retaliation for prior civil rights activity be excluded from participation in, be denied that benefits of, or be otherwise subjected to discrimination under any program or activity for which the program applicant receives assistance from USDA: and hereby assurance that it will immediately take any measures necessary to effectuate this agreement.

15. All Food and Nutrition Service (FNS) assistance programs must include a public notification system. The purpose of this system is to inform applicants, participants, and potentially eligible persons of the program availability, program rights and responsibilities, the policy of nondiscrimination, and the procedure for filing a complaint.

16. Basic Elements of Public Notification. The public notification system must include the following three basic elements:

a. Program Availability. Each State agency, local agency, or other sub-recipient that distributes program benefits and services must take specific action to inform applicants, participants, and potentially eligible persons of their program rights and responsibilities and the steps necessary for participation.

b. Complaint Information. Applicants and participants must be advised at the service delivery point of their right to file a complaint, how to file a complaint, and the complaint procedures.

c. Nondiscrimination Statement. All information materials and sources, including Web sites, used by FNS, State agencies, local agencies, or other sub-recipients to inform the public about FNS programs must contain a nondiscrimination statement. It is not required that the nondiscrimination statement be included on every page of the program information Website. At the minimum, the nondiscrimination statement, or a link to it, must be included on the home page of the program information.

17. Equal Opportunity Employer/Program • Under Titles VI and VII of the Civil Rights Act of 1964 (Title VI & VII), and the Americans with Disabilities Act of 1990 (ADA), Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, and Title II of the Genetic Information Nondiscrimination Act (GINA) of 2008; the Department prohibits discrimination services, activities, or employment based on race, color, religion, sex, national origin, age, disability, genetics and retaliation. The Department must make a reasonable accommodation to allow a person with a disability to take part in a program, service or activity. For example, this means if necessary, the Department must provide sign language interpreters for people who are deaf, a wheelchair accessible location, or enlarged print materials. It also means that the Department will take any other reasonable action that allows you to take part in and understand a program or activity, including making reasonable changes to an activity. If you believe that you will not be able to understand or take part in a program or activity because of your disability, please let us know of your disability needs in advance if at all possible. To request this document in alternative format or for further information about this policy, contact 602-542-0303; TTY/TDD Services: 7-1-1. • Free language assistance for DES services is available upon request. “In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA. Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotape, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English. To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, (AD-3027) found online at: http://www.ascr.usda.gov/complaint_filing_cust.html, and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture Office of the Assistant Secretary for Civil Rights 1400 Independence Avenue, SW Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov. This institution is an equal opportunity provider.

a. If the material is too small to permit the full statement to be included, the material will at a minimum include the statement, in print size no smaller than the text that “This institution is an equal opportunity provider.”

18. Must have a posted Client Grievance Policy and maintain and report information on discrimination complaints to the Regional Food Bank if any, and their resolutions.

19. Food and Nutrition Services (FNS) requires civil rights training for people involved in all levels of the administration of programs that receive Federal financial assistance. Staff and all frontline volunteers, such as individuals who regularly interact with program applicants and participants or determine eligibility must receive full civil rights training on an annual basis as outlined in FNS Instruction 113-1, Section XI.

20. Post “Justice For All” posters on site directly next to where the commodities are distributed and, for religious organizations operating CSFP, provide an individual written notice of beneficiary protections, including the right to be referred to another organization, to all applicants at the time that they apply for CSFP benefits.

21. Follow the CSFP Policies and Procedures manual with regard to services provided.

No right or interest in this agreement shall be assigned or delegated without the written permission of the other party and the concurrence of the Arizona Department of Economic Security (ADES).

Organization may cancel this agreement immediately upon receipt of evidence that the terms hereof have not been complied with by Contractor.