



NOTICE OF PUBLIC MEETING AND EXECUTIVE SESSION  
PINAL COUNTY PUBLIC HEALTH SERVICES DISTRICT  
BOARD OF DIRECTORS  
AGENDA  
Wednesday, August 24, 2022

9:30 AM - CALL TO ORDER

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

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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 the Minutes from August 3, 2022, Board of Directors Public Health Services District Meeting. (Natasha Kennedy)
- \* B. Discussion/approval/disapproval of Award Agreement CTR040838 Amendment No. 6 Women Infant and Children (WIC) and Breastfeeding Peer Counseling (BFPC) programs between the Arizona Department of Health Services and the Pinal County Public Health Department, through the Pinal County Public Health Services District Board beginning October 1, 2022, ending September 30, 2023, for \$1,701,494. This grant is part of the Public Health Services District budget. There is no impact on the General Fund. (Merissa Mendoza/Tascha Spears)
- \* C. Discussion/approval/disapproval of Award Agreement CTR055413 Amendment No. 2 for the Healthy People Healthy Communities project between the Arizona Department of Health Services and the Pinal County Health Department, through the Pinal County Public Health Services District Board beginning July 1, 2022, ending June 30, 2023, for \$622,198. This grant is part of the annual Public Health Services District budget. There is no impact to the General Fund. (Jan Vidimos/Tascha Spears)
- \* D. Discussion/approval/disapproval of Award Agreement CTR055262 Amendment No. 2 (formerly IGA2020-043) for the Title V Maternal and Child Health, Healthy Arizona Families program between the Arizona Department of Health Services and the Pinal County Public Health Department, through the Pinal County Public Health Services District Board beginning July 1, 2022, ending June 30, 2023, for \$226,379. (Jan Vidimos/Tascha Spears)

ADJOURNMENT

**(SUPPORTING DOCUMENTS ARE AVAILABLE AT THE CLERK OF THE BOARD OF**

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.

### Meeting Notice of Posting



AGENDA ITEM

August 24, 2022 ADMINISTRATION BUILDING A  
FLORENCE, ARIZONA

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**REQUESTED BY:**

**Funds #:**

**Dept. #:**

**Dept. Name:** Clerk of the Board

**Director:** Natasha Kennedy

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**BRIEF DESCRIPTION OF AGENDA ITEM AND REQUESTED BOARD ACTION:**

Discussion/approval/disapproval of the Minutes from August 3, 2022, Board of Directors Public Health Services District Meeting. (Natasha Kennedy)

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

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

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**MOTION:**

Approve as presented.

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History		
Time	Who	Approval

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**ATTACHMENTS:**

Click to download

☐ [Minutes PHSD](#)



# **PINAL COUNTY**

WIDE OPEN OPPORTUNITY

**PINAL COUNTY PUBLIC HEALTH SERVICES DISTRICT  
BOARD OF DIRECTORS  
MINUTES  
Wednesday, August 3, 2022  
11:37 AM**

**BOARD OF DIRECTORS**

**Chairman Jeffrey McClure**  
Director, District 4

**Vice-Chairman Jeff Serdy**  
Director, District 5

**Kevin Cavanaugh**  
Director, District 1

**Mike Goodman**  
Director, District 2

**Stephen Q. Miller**  
Director, District 3

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 11:37 a.m. this date. The meeting was called to order by Chairman McClure.

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

**Members Appearing Telephonically:** Director Kevin Cavanaugh

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

**(I) 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 McClure 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, B, and C**

**Motion Made By: Supervisor Miller**

**Seconded By: Supervisor Goodman**

**To approve Consent Agenda Items A, B, and C.**

**Motion Passed**

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

- \* A. Discussion/approval/disapproval of the Minutes from June 22, 2022, Board of Directors Public Health Services District Meeting. (Natasha Kennedy)
- \* B. Discussion/approval/disapproval of the 2022/23 contract between The Arizona Family Health Partnership and Pinal County Public Health Services District, through the Pinal County Board of Supervisors beginning April 1, 2022, ending March 31, 2023, for an amount not to exceed \$375,000. This grant will be used by the Public Health Department for family planning services. (Carey Lennon/Tascha Spears)
- \* C. Discussion/approval/disapproval of Amendment #1 to the Award Agreement between the Arizona Family Planning Health Partnership and the Pinal County Public Health Services District, through the Pinal County Board of Supervisors beginning January 1, 2022, ending December 31, 2022, for a maximum award of \$42,000. This grant will be utilized by Public Health Services for Chlamydia and Syphilis Screening Services. The contract will provide reimbursement of \$22.50 for each chlamydia test performed, \$20 for each chlamydia treatment performed and \$16 for each syphilis test performed on uninsured clients in the target population. (Carey Lennon/Tascha Spears)

**11:38 a.m.** – Chairman McClure adjourned the August 3, 2022, 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**

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Jeffrey McClure, Chairman

**ATTEST:**

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Natasha Kennedy, Clerk of the Board

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

Approval of Minutes: August 24, 2022



## AGENDA ITEM

August 24, 2022 ADMINISTRATION BUILDING A  
FLORENCE, ARIZONA

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### REQUESTED BY:

**Funds #:** 82

**Dept. #:** 359

**Dept. Name:** Public Health

**Director:** Tascha Spears

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### BRIEF DESCRIPTION OF AGENDA ITEM AND REQUESTED BOARD ACTION:

Discussion/approval/disapproval of Award Agreement CTR040838 Amendment No. 6 Women Infant and Children (WIC) and Breastfeeding Peer Counseling (BFPC) programs between the Arizona Department of Health Services and the Pinal County Public Health Department, through the Pinal County Public Health Services District Board beginning October 1, 2022, ending September 30, 2023, for \$1,701,494. This grant is part of the Public Health Services District budget. There is no impact on the General Fund. (Merissa Mendoza/Tascha Spears)

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

The total amount of the amendment will not exceed \$1,701,494. This breaks down as follows: \$1,607,040 for WIC and \$94,454 for BFPC. There is no match requirement. This grant is part of the Public Health Services District budget. There is no impact on the General Fund.

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

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

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### MOTION:

Approve as presented.

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History	Who	Approval
Time		
8/12/2022 11:39 AM	County Attorney	Yes
8/12/2022 11:55 AM	Grants/Hearings	Yes
8/15/2022 2:10 PM	Budget Office	Yes
8/17/2022 11:18 AM	County Manager	Yes
8/17/2022 12:46 PM	Clerk of the Board	Yes

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<b>ATTACHMENTS:</b>
<b>Click to download</b>
<input type="checkbox"/> <a href="#">Grant Request Form</a>
<input type="checkbox"/> <a href="#">Contract</a>





## 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 \_\_\_\_\_

	<b>INTERGOVERNMENTAL AGREEMENT (IGA)</b> <b>Amendment</b>		<b>ARIZONA DEPARTMENT OF HEALTH SERVICES</b> 150 18 <sup>th</sup> Ave Suite 530 Phoenix, Arizona 85007
	Contract No.: <b>CTR040838</b>	IGA Amendment No: 6	Procurement Officer <b>Diana Landeros</b>

WIC and BFPC Services			
It is mutually agreed that the Intergovernmental Agreement referenced is amended as follows:			
1. Pursuant to Terms and Conditions, Provision Six (6), Contract Changes, Section 6.1 Amendments, Purchase Orders and Change Orders, it is mutually agreed:			
1.1. The Scope of Work is revised and replaced;			
1.2. The Price Sheet is revised and replaced;			
1.3. Exhibit A is revised and replaced; and			
1.4. Exhibit B is revised and replaced;			
<b>All other provisions of this agreement remain unchanged.</b>			
<b>PINAL COUNTY</b>			
Contractor Name:		County Authorized Signature	
<b>971 N. JASON LOPEZ CIRCLE, BLDG D</b>			
Address:		Print Name	
<b>FLORENCE</b>	<b>ARIZONA</b>	<b>85132</b>	
City	State	Zip	Title and Date
Pursuant to A.R.S. § 11-952, the undersigned public agency attorney has determined that this Intergovernmental Agreement is in proper form and is within the powers and authority granted under the laws of Arizona		This Intergovernmental Agreement Amendment shall be effective the date indicated. The Public Agency is hereby cautioned not to commence any billable work or provide any material, service or construction under this IGA until the IGA has been executed by an authorized ADHS signatory.  State of Arizona	
Signature		Signed this _____ day of _____ 2022.	
Date			
Print Name		Procurement Officer	
Contract No.: <b>CTR040850</b> , which is an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952 by the undersigned Assistant Attorney, who has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona.			
Signature			
Date			
Assistant Attorney General			
Print Name			

	<p style="text-align: center;"><b>INTERGOVERNMENTAL AGREEMENT (IGA)</b></p> <p style="text-align: center;"><b>Amendment</b></p>		<p><b>ARIZONA DEPARTMENT OF HEALTH SERVICES</b> 150 18<sup>th</sup> Ave Suite 530 Phoenix, Arizona 85007</p>
	<p>Contract No.: <b>CTR040838</b></p>	<p>IGA Amendment No: 6</p>	<p>Procurement Officer <b>Diana Landeros</b></p>

## SCOPE OF WORK

### 1. BACKGROUND

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

#### 1.1. WIC Nutrition Services

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

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

1.1.1.1 Specific objectives for nutrition services (based on [Healthy People 2030 goals](#)) are:

- 1.1.1.1.1 To increase the incidence of women initiating breastfeeding,
- 1.1.1.1.2 To increase the duration of women breastfeeding for the first six (6) months of their baby's life,
- 1.1.1.1.3 To increase the duration of breastfeeding women breastfeeding for the first year of their baby's life,
- 1.1.1.1.4 To increase the rate infants are exclusively breastfed at three (3) months and at six months,
- 1.1.1.1.5 To reduce the proportion of adults who are considered obese,
- 1.1.1.1.6 To reduce the proportion of children ages two (2) to five (5) who are considered obese,
- 1.1.1.1.7 To increase the consumption and variety of fruits and vegetables by those two (2) and older,
- 1.1.1.1.8 To increase the consumption of whole grains by those two (2) and older; **and**

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1.1.1.1.9 To reduce household food insecurity and hunger.

## 1.2. Breastfeeding Peer Counseling (BFPC)

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

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

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

## 2. OBJECTIVE

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

## 3. SCOPE OF WORK

### 3.1. WIC Services

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

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

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

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

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	<p>Contract No.: <b>CTR040838</b></p>	<p>IGA Amendment No: 6</p>	<p>Procurement Officer <b>Diana Landeros</b></p>

participants,

- 3.1.4. Issue WIC food benefits tailored to meet the needs of the participants,
- 3.1.5. Ensure the collection and recording of accurate information,
- 3.1.6. Provide professional training, mentoring and monitoring of WIC staff competencies necessary for delivery of required services,
- 3.1.7. Provide administrative functions for operation of the WIC Program, and
- 3.1.8. Prepare and submit all required plans/reports in accordance with this contract and the WIC PPM.

#### 3.2. Breastfeeding Peer Counseling (BFPC)

- 3.2.1. WIC BFPC Contractors shall perform all the work required to administer and provide additional breastfeeding support services to WIC mothers following the WIC Breastfeeding Support: Learn Together. Grow Together guidelines for peer counseling services and according to the Contractor's proposal in order to increase the breastfeeding rate and duration of breastfeeding; and
- 3.2.2. Provide supervision, mentoring, monitoring, and evaluation of peer counselors, when appropriate.

#### 4. TASKS AND REQUIREMENTS

##### 4.1. WIC Services Outreach, Retention, and Referrals:

- 4.1.1 Conduct outreach activities targeting underserved populations by developing written and verbal presentations, or utilizing available materials, **and/or promoting WIC on social media platforms** to inform potentially WIC eligible individuals of the availability of the WIC Program and to explain the benefits of participation in accordance with the WIC PPM,
- 4.1.2 Conduct retention activities to maintain and increase the participation of current WIC enrollees,
- 4.1.3 Establish community partnerships with, at a minimum, the mandatory referral agencies, local hospitals, OB/GYN and pediatricians offices, and provide regular contacts in accordance with the WIC PPM,
- 4.1.4 Establish community partnerships with community organizations such as food banks, human and social services, school districts, etc. in accordance with the WIC PPM, and
- 4.1.5 Establish a referral system with breastfeeding/lactation specialists, including but not limited to, International Board Certified Lactation Consultants (IBCLC), Certified Lactation Counselors (CLC), Certified Breastfeeding Counselors (CBC), and Certified Lactation Educators (CLE) in accordance with the WIC PPM.

##### 4.2. Additional BFPC Outreach Tasks:

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

##### 4.3. Participant Records:

	<p style="text-align: center;"><b>INTERGOVERNMENTAL AGREEMENT (IGA)</b></p> <p style="text-align: center;"><b>Amendment</b></p>		<p><b>ARIZONA DEPARTMENT OF HEALTH SERVICES</b> 150 18<sup>th</sup> Ave Suite 530 Phoenix, Arizona 85007</p>
	<p>Contract No.: <b>CTR040838</b></p>	<p>IGA Amendment No: 6</p>	<p>Procurement Officer <b>Diana Landeros</b></p>

- 4.3.1 **Document in Health and Nutrition Delivery System (HANDS) and** maintain documentation of participant centered certification and administrative procedures as described in the WIC PPM, including but not limited to:
- 4.3.1.1 Eligibility and ineligibility determinations;
  - 4.3.1.2 Nutrition assessments;
  - 4.3.1.3 Nutrition and breastfeeding education and support;
  - 4.3.1.4 Nutrition and breastfeeding counseling;
  - 4.3.1.5 Facilitate behavioral goal setting;
  - 4.3.1.6 Appropriate referrals;
  - 4.3.1.7 Program fraud; and
  - 4.3.1.8 Food Benefit issuances.
- 4.3.2 Maintain inventory and accountability records, as set forth in the WIC PPM for eWIC cards,
- 4.3.3 **Maintain records in accordance with the PPM,**
- 4.3.4 Assure participant confidentiality by obtaining written permission from affected program participant(s) prior to the release of participant information to any agency. The Contractor shall have a written agreement, completed in accordance with **7 CFR (Code of Federal Regulations) 246.26 (h)(3)**, and the Arizona WIC Policy and Procedure Manual, with any agency or program that will share participant information. The above federal regulation details the implementation of a written agreement and state plan to regulate use and disclosure of confidential applicant and participant information,
- 4.3.5 Staff shall only access the WIC Computer Data System and client files for business related reason(s),
- 4.3.6 Ensure paper files containing confidential participant information are stored in a secure location in the clinic, archived when appropriate, and destroyed according to the retention schedule. All files should be destroyed in an appropriate manner,
- 4.3.7 The Local Agency shall notify the State Agency immediately by telephone call and email upon the discovery of a breach of a participant's confidentiality,
- 4.3.8 The Local Agency shall immediately investigate such security incident, breach, or unauthorized use or disclosure of participant information, including:
- 4.3.8.1 What data elements were involved and the extent of the data involved in the breach;
  - 4.3.8.2 A description of the unauthorized person(s) known or reasonably believed to have improperly used or disclosed the protected information;
  - 4.3.8.3 A description of where the protected information is believed to have been improperly transmitted, sent, or utilized;
  - 4.3.8.4 A description of the probable causes of the improper use or disclosure; and

	<p style="text-align: center;"><b>INTERGOVERNMENTAL AGREEMENT (IGA)</b></p> <p style="text-align: center;"><b>Amendment</b></p>		<p><b>ARIZONA DEPARTMENT OF HEALTH SERVICES</b> 150 18<sup>th</sup> Ave Suite 530 Phoenix, Arizona 85007</p>
	<p>Contract No.: <b>CTR040838</b></p>	<p>IGA Amendment No: 6</p>	<p>Procurement Officer <b>Diana Landeros</b></p>

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

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

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

#### 4.4. Service Delivery and Program Rules

The Contractor shall:

4.4.1 Determine eligibility of persons requesting WIC services by screening individuals in accordance with procedures set forth in the WIC PPM; Eligible program participants shall include the following categories whose household income does not exceed 185% of the current designated federal poverty guidelines, who have a nutritional risk as defined in the WIC PPM, and reside in Arizona as defined by the WIC PPM:

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

4.4.1.2 Infants from birth to age one (1); and

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

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

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

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

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

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

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

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



	<p style="text-align: center;"><b>INTERGOVERNMENTAL AGREEMENT (IGA)</b></p> <p style="text-align: center;"><b>Amendment</b></p>		<p><b>ARIZONA DEPARTMENT OF HEALTH SERVICES</b> 150 18<sup>th</sup> Ave Suite 530 Phoenix, Arizona 85007</p> <p>Procurement Officer <b>Diana Landeros</b></p>
	Contract No.: <b>CTR040838</b>	IGA Amendment No: 6	

- 4.4.9 Provide information, check for understanding, and document **instruction** to participants on program rules, regulations, WIC approved foods, use of eWIC cards, and food benefit use and redemption. The **program instruction** shall be documented in the participant's record as set forth in the WIC PPM,
- 4.4.10 Consider the impact of scheduling practices, hours of operation, and clinic closures on caseload and WIC applicants' access to services, and
- 4.4.11 Additional BFPC Service Delivery tasks:
  - 4.4.11.1 Accept referrals generated from calls to the ADHS Pregnancy and Breastfeeding Hotline into the Peer Counseling Program; **and**
  - 4.4.11.2 Provide peer counseling services, when appropriate. Services shall be made available outside of usual clinic hours and outside of the WIC clinic, but may also be available during usual clinic hours and in the WIC clinic.

#### 4.5. Participant-Centered Nutrition Education

The Contractor shall:

- 4.5.1 **Provide and document participant-centered nutrition education to all WIC adult participants, and to parents or caretakers of participants according to the guidelines of the State Nutrition Services Plans. All participants shall be offered the opportunity to receive quarterly participant-centered nutrition education contacts during a Certification as part of WIC Program service requirements. One of these nutrition education opportunities can be provided as part of the Certification. One of these nutrition education opportunities can be provided as part of the Mid-Certification appointment,**
- 4.5.2 Provide and document professional supervision, mentoring and monitoring of staff at the clinic level on a regular basis, in accordance with Local Agency Self-Assessment requirements and as often as necessary, to ensure competence,
- 4.5.3 **Offer, as often as necessary, high- and medium-risk nutrition education/counseling by a Registered Dietitian Nutritionist (RDN) to all participants deemed high-risk upon assessment. As defined in the WIC PPM Local Agencies may designate a Bachelor's degree nutritionist or Nutrition and Dietetic Technicians, registered to serve as a WIC Nutritionist to provide medium-risk counseling to participants under the supervision of the RDN,**
- 4.5.4 **Expend a minimum of seven percent (7%) of the total amount the Contractor receives for provision of WIC services each contract year on salary, employee related expenses, travel expenses, continuing education, and training for one or more Registered Dietitian Nutritionists (RDN) providing high risk services. The agency may pay another Arizona WIC Local Agency or RDN contractor for RDN services as approved by the State WIC Director or the State WIC Director's designee. If the 7% of the total amount the Contractor receives for provision of WIC services is not expended for employee related expenses, travel expenses, continuing education, and training expenses for RDNs. ADHS may request the Contractor to return an amount equal to the difference between the seven percent (7%) of the total amount the Contractor receives for provision of WIC services and the actual amount expended,**
- 4.5.5 Expend for nutrition education activities an aggregate amount that is not less than the sum of one-sixth (1/6) of the amount the Contractor receives for provision of WIC services each contract year. If the one- sixth (1/6) amount is not expended for nutrition education activities, ADHS may request the Contractor to return an amount equal to the difference between the one-sixth (1/6) requirement and the actual amount expended IF ADHS must pay a penalty to the Federal Government. Costs that can be applied to meet the one-sixth (1/6) requirement for nutrition education include:



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- 4.5.5.1 Salary and other costs for time spent on nutrition education, whether with an individual or group;
- 4.5.5.2 The cost of procuring and producing nutrition education materials;
- 4.5.5.3 The cost of training nutrition educators, including costs related to conducting training sessions and purchasing and producing training materials;
- 4.5.5.4 The cost of conducting participant evaluations of nutrition education, nutrition assessments and observations;
- 4.5.5.5 Breastfeeding Promotion Costs in excess of the targeted amount, currently four percent (4%) of NSA expenditures, may be added to other Nutrition Education costs to meet the one-sixth requirement (1/6<sup>th</sup>) of NSA expenditures target for other Nutrition Education; and
- 4.5.5.6 Other ADHS-approved costs.

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

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

#### 4.6. Staffing

The Contractor shall:

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

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

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

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barrier to having an RDN on staff, the agency must submit in writing to ADHS with their plan for providing high risk nutrition services to participants,

- 4.6.4 When applicable, necessary and based on the assigned caseload, provide an appropriate number of adequately trained certification specialists to provide categorical and financial eligibility screening, pre-certification and record required documentation, in accordance with the WIC PPM, as well as administrative support services when necessary. Such individuals shall have the minimum of a high school degree or equivalent and must complete the state training requirements and be certified by the Contractor as competent according to the competencies for the position. Previous nutrition or health related job experience is desirable. These individuals shall meet ADHS competencies as set forth in the WIC PPM prior to providing each service such as verifying applicant eligibility, collecting anthropometric and biochemical data for participants, and instructing on Food Benefits. Arizona WIC Program Staff should be observed and certified by the supervising authority to be competent in an activity before being allowed to perform on their own without supervision,
- 4.6.5 Based on the assigned caseload, provide an appropriate number of adequately trained nutrition education specialists to provide certification and nutrition education services to participants in accordance with the WIC PPM. Such individuals will have the minimum of a high school diploma with nutrition experience, education, and training that have been certified by local or state agencies to be competent for the position. An Associate or Bachelor's degree is highly preferred. These individuals shall meet the ADHS competencies for Nutrition Education Specialists as set forth in the WIC PPM prior to certifying applicants for participation and/or providing nutrition services in the Arizona WIC Program. Staff should be observed and certified by the supervising authority to be competent in an activity before being allowed to perform on their own without supervision,
- 4.6.6 Identify an International Board Certified Lactation Consultant (IBCLC) to serve as the local agency Breastfeeding Coordinator as defined in the WIC PPM. The Breastfeeding Coordinator will oversee all WIC breastfeeding services for the local agency to ensure all participants have access to breastfeeding promotion and support services. If a local agency has barriers to this staffing standard, they must be submitted in writing to ADHS with their plan for coordination of breastfeeding services within the local agency to be approved by ADHS,
- 4.6.7 Identify a Training Coordinator as defined in the WIC PPM. The Training Coordinator will oversee and facilitate both new employee and ongoing WIC training for the Local Agency including certifying that staff has met competencies prior to providing services without supervision. If a Local Agency has barriers to this staffing standard, they must submit in writing to ADHS their plan for coordination of training services within the Local Agency to be approved by ADHS,
- 4.6.8 Identify an Outreach Coordinator who will oversee and facilitate activities and efforts to retain current WIC enrollees and outreach to potentially eligible populations not currently enrolled in WIC, and participate in outreach-related workgroups. If a Local Agency has barriers to this staffing standard, they must submit in writing to ADHS their plan for coordination of outreach activities within the Local Agency to be approved by ADHS,
- 4.6.9 Provide staff to conduct outreach activities targeting high risk and underserved populations, including but not limited to homeless and migrants, by developing written and verbal presentations or utilizing available materials to inform the potentially eligible individuals of the availability of WIC Program and explain the benefits of participation, and
- 4.6.10 When applicable and necessary, provide WIC Clerks to perform administrative support within WIC clinics at the option of the Contractor. Such individuals shall have the minimum of a high school degree or equivalent. They must meet WIC Program competencies. Previous clerical or work experience is desirable.

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4.7. Additional BFPC Service Staffing

- 4.7.1 Employ a BFPC Program Manager to plan, direct and coordinate general operation of Peer Counseling Program. Ideal candidate will be an IBCLC, have WIC experience, and be familiar with community resources,
- 4.7.2 Develop a support referral system for peer counselors with community Lactation Consultants, including IBCLCs, if the BFPC Program Manager is not an IBCLC or is unable to fulfill consultation duties for any reason, and
- 4.7.3 Employ Breastfeeding Peer Counselors to provide services. Qualifications for peer counselors shall be previous personal experience with breastfeeding, enthusiasm for helping others to succeed at breastfeeding, and similarities with the WIC population the program serves (including similar age, ethnic background, and language spoken). Exemptions to the peer counselor qualifications must be approved by ADHS before hire. When possible, peer counselors should be current or previous WIC participants.

4.8. Staff Training

The Contractor shall:

- 4.8.1 Train new staff as outlined in the ADHS developed new employee training plan,
- 4.8.2 Register and ensure all WIC staff complete all ADHS required WIC on-line courses according to the time requirements set forth by the State through ADHS Learning Management System (LMS) at [az.train.org](http://az.train.org), or state-assigned LMS System in accordance with the ADHS WIC PPM,
- 4.8.3 In addition to state requirements for competency training, Local Agencies must implement and adopt the state training standards as reflected in the ADHS WIC PPM. In addition, Local Agencies must participate in any mandatory training provided by ADHS due to changes in policy, procedures, and / or federal regulations,
- 4.8.4 Provide training for all new staff members regarding Civil Rights, Americans with Disabilities Act (ADA), Conflict of Interest and Confidentiality, and Voter Registration during their orientation and, annually, provide all staff with training on Civil Rights, ADA, Conflict of Interest and Confidentiality, and Voter Registration by completing the ADHS LMS courses on Civil Rights, Conflict of Interest and Confidentiality, and Voter Registration or other courses or trainings that will be required by ADHS,
- 4.8.5 Provide one (1) representative for a maximum of six (6) mandatory, in-person WIC Partners' two (2) day meetings or training sessions in Phoenix, as scheduled by ADHS on a yearly basis. These meetings will be opportunities for the Local Agency to discuss issues with regards to WIC policies and procedures, federal rules and regulations, and nutrition standards,
- 4.8.6 Provide one (1) representative for a maximum of twelve (12) WIC Director teleconference meetings to receive information updates on WIC operations, policies and procedures, and other relevant materials being held in lieu of face to face meetings. This may include urgent meetings to discuss current events (e.g. government shutdown) and plan on managing the continuity of operations plan (COOP),
- 4.8.7 Provide one (1) representative to attend a two (2) day trainer conference in Phoenix during each fiscal year for skill and knowledge building,
- 4.8.8 Provide one (1) representative to attend a one (1) day Nutrition Coordinator meeting in Phoenix during each fiscal year for skill and knowledge building,

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4.8.9 Provide one (1) representative to attend a one (1) day Breastfeeding Coordinator meeting in Phoenix during each fiscal year for skill and knowledge building,

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

4.8.11 **Document and maintain a record of any additional staff training that applies towards the annual Continuing Education Requirements for WIC staff of at least six (6) hours of nutrition education, at least six (6) hours of breastfeeding education, at least six (6) hours of WIC-related education, and at least six (6) hours of additional education in any of the categories above for a total of twenty-four (24) hours in accordance with the PPM.**

4.9. Additional BFPC Staff Training:

4.9.1 Send the WIC Director or designee and the Breastfeeding Peer Counselor Program Manager to a One (1) day training at the ADHS office in Phoenix during each Peer Counseling Program contract term,

4.9.2 Provide training of Breastfeeding Peer Counselors using the **WIC Breastfeeding Support: Learn Together. Grow Together** curriculum within one (1) month of employment,

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

4.9.4 Provide all WIC clinic staff the recorded presentation of the **WIC Breastfeeding Support: Learn Together. Grow Together** curriculum at least once during each Peer Counseling Program contract term.

4.10. Data Collection

The Contractor shall:

4.10.1 Utilize the hardware, software, and training provided by the Arizona WIC Program to operate the Contractor's portion of the WIC Computer Data System - **HANDS**,

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

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

4.10.4 When applicable and necessary to fulfill WIC business functions, local WIC IT shall coordinate with ADHS WIC IT to ensure immediate restoration of technical equipment (i.e. ADHS owned equipment) to include but not limited to providing a temporary administrative account.

4.11. Administrative Services

The Contractor shall:

4.11.1 In addition to complying with the Guidance for Federal Grant Award Management (Blue Book) and State of Arizona Accounting Manual (SAAM) for Contractors of ADHS Funded programs, Chapter twelve (12) and thirteen (13) of the WIC PPM:



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## Amendment

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- 4.11.1.1 Maintain a formal inventory listing or subsidiary record of all equipment owned by the Contractor in an organized manner as a part of the official accounting system. Ensure the non-capital and capital equipment listing includes the following: Tag or ID number, Description, Purchase cost or fair market value on date of donation, Purchase or donation date, Location, Disposal Date, Funding Source, Serial Number, Manufacturer, Model Number, RAM size (if applicable), Specifications (if applicable), and Receipt/Invoice (proof of purchase);
- 4.11.1.2 Provide maintenance and upkeep for all equipment purchased with WIC funds. Maintenance may be provided through the Contractor's own organization or the Contractor may participate in State maintenance contracts where available;
- 4.11.1.3 Obtain written permission from ADHS prior to expending WIC funds to purchase equipment with a value of \$5,000 or more;
- 4.11.1.4 For all asset-related items, a request shall be submitted to ADHS utilizing the process specified in the WIC PPM: hardware (e.g. computers, tablets, scanners, printers, card readers, pin pads, webcams, and headsets) and certain telecommunications equipment necessary to access the web-based WIC Computer Data System (e.g. routers, MiFi's). New technology will be evaluated for inclusion based on program needs. **For software purchases with WIC funds, the Local Agency may purchase software that is reasonable and necessary:**
  - 4.11.1.4.1 Notification to ADHS must be provided for any asset-related resource items that need to be transferred or disposed of. Contractors shall not directly dispose of any asset,
- 4.11.1.5 Transfer and disposals must follow procedures outline in WIC PPM; and
- 4.11.1.6 Destroyed/Missing/Stolen asset resources must be reported upon discovery no later than ten (10) business days from the time of incident to the assigned ADHS WIC Nutrition Consultant.
- 4.11.2 If applicable, submit to ADHS for approval in writing any policy or procedure that deviates from those set forth in the Arizona WIC PPM **prior to implementation**,
- 4.11.3 Update the Local Agency information on a timely basis on the WIC Clinic Search administrative website including but not limited to names of CEO/Health Officer, WIC Director, Clinic Supervisors, Nutrition **Services** Coordinator, Breastfeeding Coordinator, Training Coordinator, IT lead(s), clinic names, addresses, phone numbers, days and hours of operations, closure days, and other pertinent information for the public to know,
- 4.11.4 Provide at least ten (10) weeks written notice when planning on opening, moving, or suspending WIC services at any location,
- 4.11.5 Read, timely, all ADHS provided documents and provide requested response, if applicable,
- 4.11.6 The Local Agency Director shall ensure the State Agency has their most recent contact information in an effort to maintain current and accurate information in the Arizona Health Alert Network (AzHAN) account,
- 4.11.7 Maintain records of WIC services in WIC Computer Data System and electronic files of other WIC-related operations and trainings, if applicable, according to the WIC PPM, including but not limited to:
  - 4.11.7.1 Signed consent for hemoglobin screening and anthropometrics;

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- 4.11.7.2 Signed Rights and Obligations for enrolled participant files (active and inactive);
- 4.11.7.3 Eligible participant files (active and inactive);
- 4.11.7.4 Ineligible applicant signatures;
- 4.11.7.5 Monthly Participation Reports by Category and Ethnicity;
- 4.11.7.6 Outreach files;
- 4.11.7.7 Medical documentation;
- 4.11.7.8 Staff files: Trainings attended, skill observations, and Local Agency Self Assessments;
- 4.11.7.9 Documentation of dual participation actions;
- 4.11.7.10 Waiting lists (when applicable);
- 4.11.7.11 Reconciliation of eWIC cards;
- 4.11.7.12 Civil rights file to include documentation and resolution of all civil rights complaints;
- 4.11.7.13 Documentation of annual civil rights and voter registration training of all employees; and
- 4.11.7.14 Documentation of the **annual Conflict of Interest and Confidentiality training of all employees and the** WIC Confidentiality and Conflict of Interest forms.
- 4.11.8 Correct and resolve inappropriate or missing participant information, improbable assessment values, duplicate participation, and other quality assurance WIC Computer Data System issues identified in the report provided to the Contractor by ADHS within the timeframes specified in the WIC PPM,
- 4.11.9 Correct any regulatory deficiency or discrepancy noted during any of the program Management Evaluations, Audits, Local Agency Compliance Investigations or Program Financial **Management** Reviews within sixty (60) calendar days of the date of the audit report unless an extension date is granted by the auditing/reviewing agency and documented,
- 4.11.10 Adhere to the SAAM travel rates. Travel rates reimbursed by the Local Agency cannot exceed the current Arizona State Reimbursement Rates, located here: <https://gao.az.gov/travel/welcome-gao-travel>,
- 4.11.11 **Complete electronic copies of the Contractor's Expenditure Reports (CER) for each contracted program and submit the electronic and a signed copy to ADHS** according to the instructions and requirements of the WIC PPM,
- 4.11.12 Retain all evidentiary documentation (i.e. meal receipts) and submit to ADHS upon request for all expenses charged towards the WIC grant,
- 4.11.13 Prepare Final Closeout CER invoice for each contracted program reflecting the cumulative expenditures for a contract year,
- 4.11.14 Prepare WIC Local Agency Quarterly Cost Summary Reports that matches the amount of each quarter's expenditures respectively in accordance with the requirements in the WIC PPM,



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- 4.11.15 Prepare an annual evaluation on the annual Contractor's Outreach Plan and a progress report on activities accomplished during the year,
- 4.11.16 Prepare an annual Amendment Application in accordance with the individual program requirements that will include budget breakdown of line items and budget justifications of any budget changes,
- 4.11.17 **Adhere to the allowable and unallowable cost principles for WIC and BFPC as outlined in the WIC PPM,**
- 4.11.18 **Conduct** Local Agency self-assessments annually in the year that the Local Agency has a Management Evaluation, and semi-annually in the year that they do not have a Management Evaluation, and
- 4.11.19 Prepare all required plans, reports, and documents in accordance with the requirements in the WIC PPM.

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

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

#### 4.12. Additional Peer Counseling Administrative Services

- 4.12.1. Prepare and submit a Quarterly Report for the Peer Counseling services in the format provided by ADHS, and
- 4.12.2. **Provide** training and resources to assist the local agency in establishing and maintaining competency for new and existing staff.

### 5. REFERENCE DOCUMENTS

- 5.1. Arizona WIC Program Policies and Procedures Manual: Refer to [http://azdhs.gov/azwic/local\\_agencies\\_policyManual.htm](http://azdhs.gov/azwic/local_agencies_policyManual.htm)
- 5.2. Federal Regulations: <https://www.ecfr.gov/current/title-7/part-246>
- 5.3. General Accounting Office (Travel): <https://gao.az.gov/travel/welcome-gao-travel>
- 5.4. Guidance for Federal Grant Award Management (Blue Book): <https://www.azdhs.gov/documents/operations/financial-services/bluebook-2018.pdf>
- 5.5. Peer Counseling Training for WIC Managers: <https://wicworks.fns.usda.gov/resources/peer-counseling-training-wic-managers> ; and
- 5.6. State of Arizona Accounting Manual (SAAM): <https://gao.az.gov/publications/SAAM>

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**6. STATE PROVIDED ITEMS**

ADHS shall provide the following:

- 6.1. Electronic copies of the Arizona WIC Program Policies and Procedures Manual;
- 6.2. Hardware and software necessary for operation of the WIC Computer Database System;
- 6.3. Training and resources to assist local agencies in establishing staff competency for new and existing staff;
- 6.4. **Arizona Health Zone (AZHZ) Collaborators Username and Password access in order to order;**
  - 6.4.1. **eWIC cards,**
  - 6.4.2. **Nutrition Education Materials for participants,**
  - 6.4.3. **Breast Pumps and kits,**
  - 6.4.4. **Breastfeeding materials/resources for staff,**
  - 6.4.5. **Required posters,**
  - 6.4.6. **Clinic operation materials, and**
  - 6.4.7. **Outreach materials,**
- 6.5. **Finance Documents:**
  - 6.5.1. **Contractor Expenditure Report and Quarterly Cost Summary Report templates** The ADHS WIC Program Manager or designee will accept and approve the expenditures prior to payment,
  - 6.5.2. **FFATA form,**
  - 6.5.3. **Direct Expenses Template, and**
  - 6.5.4. **LAR Template,**
- 6.6. Technical assistance and support;
- 6.7. **Required** Breastfeeding resources for staff;
- 6.8. Assistance with International Board Certified Lactation Consultant (IBCLC) career track or advanced lactation consultant education, when appropriate ; and
- 6.9. Periodic redemption reports for issued benefits, **as requested by the Local Agency.**

**7. Additional BFPC Provided Items:**

- 7.1. Quarterly Report template (electronic) for Peer Counseling Program; and
- 7.2. WIC Breastfeeding Support: Learn Together. Grow Together curriculum, which includes the PowerPoint presentation "Peer Counseling: Making a Difference for WIC Families," when appropriate;



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## 8. DELIVERABLES

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

The Contractor shall submit to ADHS:

- 8.1. Updated copies of Local Agency Policies and Procedures as required per the WIC PPM;
- 8.2. Individual electronic **and signed** CER invoice for each program, no later than thirty (30) days following the end of each report month of the program year;
- 8.3. WIC Local Agency Quarterly Cost Summary matching the WIC Contractor's CER expenses no later than thirty (30) days following the end of each quarter of the program year;
- 8.4. Final **electronic and signed** CER invoice for each program no later than forty-five (45) days following the end of each Contract year;
- 8.5. Completed Federal Funding Accountability and Transparency Act (FFATA) Grant Reporting Certification Form at the beginning of each contract for each Grant within thirty (30) days of the PO;
- 8.6. WIC Local Agency fourth (4th) Quarterly Final Cost Summary matching the WIC Contractor's CER expenses, not later than forty-five (45) days following the end of each Contract year;
- 8.7. **Completed** Local Agency Self Assessments, **as requested for a Management Evaluations;**
- 8.8. Each Contracted Program's amendment application by the specified deadline for the following contract year which contains the following information:
  - 8.8.1. Request for Caseload to be served,
  - 8.8.2. Request for budget and budget justification,
  - 8.8.3. Updated Outreach Plan for the upcoming FFY and an evaluation of previous years activities, and
  - 8.8.4. Any additional services and other documents specified.
- 8.9. All required responses to federal and state audits and reviews submitted in a timely manner;
- 8.10. **A Local Agency Corrective Action Plan in response to Management Evaluation and Financial Management Review findings; and**
- 8.11. Additional Peer Counseling Deliverables:
  - 8.11.1. Quarterly reports for the Peer Counseling Program to be submitted 15 days after each quarter of the Contract year.

## 9. PERFORMANCE STANDARDS AND AWARDS

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



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

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

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

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

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

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

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

9.3.4. The agency with the highest percentage of Infants Exclusively Nursing (IENs) in the first quarter (Oct 1<sup>st</sup> through Dec 31<sup>st</sup>) of each fiscal year within their Assigned Caseload Cohort may be eligible to receive an award added to the following fiscal year WIC funding formula award if the Contract is extended and additional expenditures can be identified. Assigned Caseload Cohorts and award amounts will be determined as follows:

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

9.4. Pursuant to 7 CFR 246. 14, which allows the WIC program to fund nutrition services and administrative expenses, the Performance Awards may be part of the annual funding formula and awarded to the Contractor in the next contract year, and

9.5. 8.5 USDA has the option to award breastfeeding performance awards to State Agencies who exceed the national average. If funds are awarded to Arizona, each Local Agency program will receive a proration of the

	<p style="text-align: center;"><b>INTERGOVERNMENTAL AGREEMENT (IGA)</b></p> <p style="text-align: center;"><b>Amendment</b></p>		<p><b>ARIZONA DEPARTMENT OF HEALTH SERVICES</b> 150 18<sup>th</sup> Ave Suite 530 Phoenix, Arizona 85007</p>
	<p>Contract No.: <b>CTR040838</b></p>	<p>IGA Amendment No: 6</p>	<p>Procurement Officer <b>Diana Landeros</b></p>

amount based upon the number of exclusively nursing women in their Local Agency. It will be a set amount, and may only be used for purposes outlined in the current federal guidelines.

#### 10. NOTICES, CORRESPONDENCE AND REPORTS

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

Arizona Department of Health Services  
150 N. 18th Avenue, Suite 310  
Phoenix, Arizona 85007  
Attention: WIC Program Manager

10.2. Notice, correspondence and reports from ADHS to the Contractor shall be sent to: (Contractor to complete)

Pinal County  
Attn: Genevieve Ennis  
971 N Jason Lopez Circle  
Building D  
Florence, AZ 85132  
Phone: (520) 866-7304  
Email: [genevieve.ennis@pinal.gov](mailto:genevieve.ennis@pinal.gov)

	<p style="text-align: center;"><b>INTERGOVERNMENTAL AGREEMENT (IGA)</b></p> <p style="text-align: center;"><b>Amendment</b></p>		<p><b>ARIZONA DEPARTMENT OF HEALTH SERVICES</b> 150 18<sup>th</sup> Ave Suite 530 Phoenix, Arizona 85007</p> <p>Procurement Officer <b>Diana Landeros</b></p>
	Contract No.: <b>CTR040838</b>	IGA Amendment No: 6	

**PRICE SHEET**  
**October 1, 2022 to September 30, 2023**  
**Agency Name: Pinal County Department of Public Health**

**Cost Reimbursement Line Item Budget**

**WIC Services**

**Federal Award Date: October 1, 2022**

**CFDA number and name: 10.557 Special Supplemental Nutrition Program for Women, Infants, and Children**

WIC Services Account Classification	Amount
Personnel	<b>\$1,127,051.00</b>
Employee Related Expenses	<b>\$338,115.00</b>
Professional & Outside Services	<b>\$0.00</b>
Travel Expense	<b>\$29,100.00</b>
Occupancy Expenses	<b>\$0.00</b>
Other Operating Expenses	<b>\$31,174.00</b>
Capital Expenditures	<b>\$0.00</b>
Indirect Cost	<b>\$81,600.00</b>
<b>Total</b>	<b>\$1,607,040.00</b>

**Breastfeeding Peer Counseling Services**

**Federal Award Date: October 1, 2022**

**CFDA number and name: 10.557 Special Supplemental Nutrition Program for Women, Infants, and Children**

Breastfeeding Peer Counseling Services Account Classification	Amount
Personnel	<b>\$65,743.00</b>
Employee Related Expenses	<b>\$19,723.00</b>
Professional & Outside Services	<b>\$0.00</b>
Travel Expense	<b>\$2,100.00</b>
Occupancy Expenses	<b>\$0.00</b>
Other Operating Expenses	<b>\$6,888.00</b>
Capital Expenditures	<b>\$0.00</b>
Indirect Costs	<b>\$0.00</b>
<b>Total</b>	<b>\$94,454.00</b>

	<p style="text-align: center;"><b>INTERGOVERNMENTAL AGREEMENT (IGA)</b></p> <p style="text-align: center;"><b>Amendment</b></p>		<p><b>ARIZONA DEPARTMENT OF HEALTH SERVICES</b> 150 18<sup>th</sup> Ave Suite 530 Phoenix, Arizona 85007</p>
	<p>Contract No.: <b>CTR040838</b></p>	<p>IGA Amendment No: 6</p>	<p>Procurement Officer <b>Diana Landeros</b></p>

**Additional Terms and Conditions:**

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

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 modified with an official ADHS Procurement Change Order, and/or b.) an additional Purchase Order is issued for purchase of services under this Contract.

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

**Additional WIC Program:**

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

The assigned caseload for FFY 2023 is: **8000**

	<b>INTERGOVERNMENTAL AGREEMENT (IGA)</b>  <b>Amendment</b>		<b>ARIZONA DEPARTMENT OF HEALTH SERVICES</b> 150 18 <sup>th</sup> Ave Suite 530 Phoenix, Arizona 85007
	Contract No.: <b>CTR040838</b>	IGA Amendment No: 6	Procurement Officer <b>Diana Landeros</b>

**Exhibit A- 2 CFR 200.332**

**§ 200.332**

**Requirements for pass-through entities.**

**All pass-through entities must:**

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

**Prime Awardee:**

**Arizona Department of Health Services**

**UEI #**

**QMWUG1AMYF65**

**Federal Award Identification (Grant Number):**

216AZ008W1003

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

Pinal County

**Subrecipient's unique entity identifier (DUNS #):**

74447095

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

216AZ008W1003

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

10/01/2022

**Subaward Period of Performance Start and End Date:**

10/01/2022-9/30/2023

**Subaward Budget Period Start and End Date:**

10/01/2022-9/30/2023

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

\$1,607,040.00

**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):**

\$1,607,040.00

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

\$1,607,040.00

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

Arizona local implementation of the WIC Special Supplemental Nutrition Program for Women, Infants, and Children

	<b>INTERGOVERNMENTAL AGREEMENT (IGA)</b>  <b>Amendment</b>		<b>ARIZONA DEPARTMENT OF HEALTH SERVICES</b> 150 18 <sup>th</sup> Ave Suite 530 Phoenix, Arizona 85007
	Contract No.: <b>CTR040838</b>	IGA Amendment No: 6	Procurement Officer <b>Diana Landeros</b>

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

United States Department of Agriculture, FNS  
 Southwest Regional Office, Food and Nutrition  
 Service, 1100 Commerce Street Room 522, Dallas,  
 TX 75242-9980, Telephone: (214)290-9810

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

10.557 WIC Special Supplemental Nutrition Program  
 for Women, Infants, and Children

Identification of whether the award is R&D:

Not R&D award

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

10%

	<p style="text-align: center;"><b>INTERGOVERNMENTAL AGREEMENT (IGA)</b></p> <p style="text-align: center;"><b>Amendment</b></p>		<p><b>ARIZONA DEPARTMENT OF HEALTH SERVICES</b> 150 18<sup>th</sup> Ave Suite 530 Phoenix, Arizona 85007</p>
	<p>Contract No.: <b>CTR040838</b></p>	<p>IGA Amendment No: 6</p>	<p>Procurement Officer <b>Diana Landeros</b></p>

**Exhibit B- 2 CFR 200.332**

**§ 200.332**

**Requirements for pass-through entities.**

**All pass-through entities must:**

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

**Prime Awardee:**

**Arizona Department of Health Services**

**UEI #**

**QMWUG1AMYF65**

**Federal Award Identification (Grant Number):**

206AZ002W5003

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

Pinal County

**Subrecipient's unique entity identifier (DUNS #):**

74447095

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

206AZ002W5003

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

10/01/2021

**Subaward Period of Performance Start and End Date:**

10/01/2022-9/30/2023

**Subaward Budget Period Start and End Date:**

10/01/2022-9/30/2023

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

\$94,454.00

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

\$94,454.00

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

\$94,454.00

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

Arizona local implementation of the Breastfeeding and Peer Counseling Program



	<b>INTERGOVERNMENTAL AGREEMENT (IGA)</b>  <b>Amendment</b>		<b>ARIZONA DEPARTMENT OF HEALTH SERVICES</b> 150 18 <sup>th</sup> Ave Suite 530 Phoenix, Arizona 85007
	Contract No.: <b>CTR040838</b>	IGA Amendment No: 6	Procurement Officer <b>Diana Landeros</b>

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

United States Department of Agriculture, FNS  
 Southwest Regional Office, Food and Nutrition Service,  
 1100 Commerce Street Room 522, Dallas, TX 75242-9980, Telephone: (214)290-9810

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

10.557 WIC Special Supplemental Nutrition Program  
 for Women, Infants, and Children

Identification of whether the award is R&D:

Not R&D award

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

10%



AGENDA ITEM

August 24, 2022 ADMINISTRATION BUILDING A  
FLORENCE, ARIZONA

---

**REQUESTED BY:**

**Funds #:** 82

**Dept. #:** 359

**Dept. Name:** Public Health

**Director:** Tascha Spears

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**BRIEF DESCRIPTION OF AGENDA ITEM AND REQUESTED BOARD ACTION:**

Discussion/approval/disapproval of Award Agreement CTR055413 Amendment No. 2 for the Healthy People Healthy Communities project between the Arizona Department of Health Services and the Pinal County Health Department, through the Pinal County Public Health Services District Board beginning July 1, 2022, ending June 30, 2023, for \$622,198. This grant is part of the annual Public Health Services District budget. There is no impact to the General Fund. (Jan Vidimos/Tascha Spears)

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

The total amount of the amendment will not exceed \$622,198 which offsets the Public Health Services District costs to fund several initiatives. This breaks down as follows; Tobacco Prevention Program \$287,084, Health in AZ Policy Initiative \$83,376, Child Fatality Review Program \$30,000, Teen Pregnancy Prevention Program \$113,600, Youth Mental Health First Aid Initiative \$6,000, Suicide Mortality Review Program \$50,000, indirect costs related to all programs \$52,138. This program was part of the 22/23 budget and will have no impact to the general fund.

---

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

The overall goal of the Public Health Services District is to protect and improve the public's health through prevention and control of disease and disability. The expected performance impact of fatality reviews is to assess factors leading to child deaths, suicides and opiate related fatalities in order to recommend changes to policies and allocate resources to address these health issues.

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**MOTION:**

Approve as presented.

---

History

Time

Who

Approval

8/12/2022 11:28 AM

County Attorney

Yes

8/12/2022 11:35 AM

Grants/Hearings

Yes

8/15/2022 1:55 PM

Budget Office

Yes

8/17/2022 12:47 PM

County Manager

Yes

8/17/2022 12:48 PM

Clerk of the Board

Yes

---

<b>ATTACHMENTS:</b>	
Click to download	
<input type="checkbox"/>	<a href="#">Grant Request Form</a>
<input type="checkbox"/>	<a href="#">Contract</a>



## 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 \_\_\_\_\_

	<b>INTERGOVERNMENTAL AGREEMENT (IGA)</b> <b>Amendment</b>		<b>ARIZONA DEPARTMENT OF HEALTH SERVICES</b> 150 18 <sup>th</sup> Ave Suite 530 Phoenix, Arizona 85007
	Contract No.: <b>CTR055413</b>	Amendment No: <b>2</b>	Procurement Officer: <b>Kristine Newton</b>

Healthy People Healthy Communities			
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, Purchase Orders and Change Orders, the following changes are made under this Amendment Two (2):			
1.1. The Scope of Work is revised and replaced by the Scope of Work of this Amendment Two (2);			
1.2. The Price Sheet is revised and replaced by the Price Sheet of this Amendment Two (2). In APP, the "Price List" Tab of the Contract will be revised to reflect the revised pricing upon execution of this Amendment Two (2); and			
1.3. Exhibit A, B, C, D, E and F are revised and replaced by the Exhibits included in this Amendment Two (2).			
ALL CHANGES ARE REFLECTED IN <b>RED</b>			
<b>All other provisions of this agreement remain unchanged.</b>			
Contractor Name: <b>Pinal County</b> P.O. Box 2945		Authorized Signature	
Address: Florence AZ 85132 City State Zip		Print Name	
		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 _____ 20 _____.	
Print Name		Procurement Officer	
Contract No.: <b>CTR055413</b> , which is an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952 by the undersigned Assistant Attorney, who has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona.			
Signature			
Date			
Assistant Attorney General			
Print Name			

	<p style="text-align: center;"><b>INTERGOVERNMENTAL AGREEMENT (IGA)</b></p> <p style="text-align: center;"><b>Amendment</b></p>		<p><b>ARIZONA DEPARTMENT OF HEALTH SERVICES</b> 150 18<sup>th</sup> Ave Suite 530 Phoenix, Arizona 85007</p>
	<p>Contract No.: <b>CTR055413</b></p>	<p>Amendment No: <b>2</b></p>	<p>Procurement Officer: <b>Kristine Newton</b></p>


## SCOPE OF WORK

### 1. Background

- 1.1. The vision of the Arizona Department of Health Services (ADHS) is “Health and Wellness for all Arizonans.” In December of 2013, ADHS completed a State Health Assessment (SHA). The SHA utilized Community Health Assessments conducted by local county health departments to assess the needs and capacity of public health in Arizona. This work resulted in the identification of fifteen (15) leading public health issues affecting the health of our communities. With stakeholder input, the Arizona State Health Improvement Plan (AzHIP) created a roadmap to improve the health of Arizonans over the next five (5) years through the development of partnerships and resources to work collectively on shared health improvement goals and strategies. This is how the original Healthy People Healthy Communities Intergovernmental Agreement (HPHC IGA) was born.
- 1.2. These goals and strategies were accomplished through a collaborative approach that engages local, state and national partners to improve the health and well-being of Arizonans. Collectively, evidence-based preventative health strategies were implemented, designed to impact health through health policy, system and environmental change initiatives, health promotion and education for individuals and communities, and enhancement of the public health infrastructure.
- 1.3. Implementation of the original IGA was completed in three (3) phases that occurred in the first year of the IGA to accommodate funding cycles. Phase I included Tobacco, Chronic Disease, and the Health in Arizona Policy Initiative (HAPI), and began in July 2015. Phase II included the Public Health and Health Services Block Grant/Accreditation and began in October 2015. Phase III included Teen Pregnancy Prevention, Family Planning, and Maternal and Child Health, and began in January 2016. All three (3) phases were operational and fully implemented in years two (2) through five (5) with annual start dates of July 1st.
- 1.4. Beginning in July 2020, the original HPHC IGA was split apart and two (2) separate IGAs were formed; a fixed price contract and a cost-based reimbursement contract. The programs to be included in this fixed price contract are: Tobacco Cessation and Prevention, Teen Pregnancy Prevention and its Youth Mental Health First Aid Initiative, Health in Arizona Policy Initiative (HAPI), Public Health Improvement, Child Fatality Review and the Suicide Mortality Review Programs.
- 1.5. The Child Fatality Review is administered by the Arizona Department of Health Services (ADHS), and utilizes locally developed multi-disciplinary teams throughout the state to conduct a detailed review of the circumstances surrounding childhood deaths. The purpose of the program is to develop and implement data-driven recommendations for reducing preventable childhood deaths.
- 1.6. The Suicide Mortality Review Program is administered by ADHS, who will develop a suicide mortalities data collection system, encourage and assist in the development of local suicide mortality review teams, and provide training and technical assistance to those teams.
- 1.7. Beginning in July 2022, the Public Health Improvement Program, which is funded by the Preventive Health and Health Services Block Grant, will move from the HPHC IGA to the Maternal and Child Health (MCH) Healthy Arizona Families (HAF) IGA.

### 2. Purpose

The purpose of this IGA is to leverage multiple public health funding sources to support implementation of health priorities identified in the AzHIP (2021- 2026) and the County Health Improvement Plans (CHIP). This IGA is intended to provide flexibility to the County Health Departments to best meet the needs of their local communities through high impact strategies that realize the agreed upon outcomes. The IGA provides a pathway to improved coordination of multiple prevention programs and the Suicide Mortality Review Program, while streamlining the administrative functions for the programs that were previously administered separately.

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	<p>Contract No.: <b>CTR055413</b></p>	<p>Amendment No: <b>2</b></p>	<p>Procurement Officer: <b>Kristine Newton</b></p>

### 3. Objective

The County Contractor will implement evidence-based strategies at the local community level that:

- 3.1 Promote and implement healthy communities' interventions that target policy, system and environmental approaches that will shape the communities in which we live, learn, work, and play; and
- 3.2 Promote and implement healthy people interventions that target individual behavior and support making healthy choices.

### 4. Scope of Service

This IGA offers a variety of evidence-based strategies designed to impact policy, system, and environmental change at the community, organizational, individual, and policy levels in order to promote county-wide health changes so that public health impact will be maximized. Contingent upon available funding, Counties are expected to implement at multiple levels, in accordance with local community needs, and should emphasize complementary policy, environmental, programmatic, and infrastructure activities that integrate and build on each other to optimize the health improvements of the community.

Counties must select from a menu of evidence-based strategies, found in Exhibits A-F that influence individual behaviors, policy, organizational practices, systems, and environments through the following specific program areas:

- 4.1 Exhibit A – Tobacco;
- 4.2 Exhibit B – Health in Arizona Policy Initiative (HAPI);
- 4.3 Exhibit C – Teen Pregnancy Prevention and Youth Mental Health First Aid Initiative;
- 4.4 Exhibit D – Child Fatality Review;
- 4.5 Exhibit E – Suicide Mortality Review; and
- 4.6 Exhibit F – Supporting Documentation.

### 5. Evaluation:

Performance measures and evaluations allow the counties and ADHS to collaboratively track progress, process indicators, outcomes measures, and impacts. As part of the local evaluation plan, the counties will be responsible for measuring the short term, and intermediate outcomes. Monitoring progress on short-term outcomes provides an opportunity for the Local Health Departments to adjust strategies to ensure increased long-term impact. ADHS in coordination with the Counties will be responsible for measuring the long-term and impact outcomes. Process indicators, outcomes measures, and impacts must clearly relate to the selected strategies and activities identified within each County's Annual Action Plan.

### 6. Approvals:

- 6.1. The quarterly reports, yearly action plans, yearly budget templates, and supporting documentation shall be approved by ADHS;
- 6.2. Once the Action Plan has been approved, any changes to the approved activities, or strategies must be approved again, by ADHS prior to implementation;

	<p style="text-align: center;"><b>INTERGOVERNMENTAL AGREEMENT (IGA)</b></p> <p style="text-align: center;"><b>Amendment</b></p>		<p><b>ARIZONA DEPARTMENT OF HEALTH SERVICES</b> 150 18<sup>th</sup> Ave Suite 530 Phoenix, Arizona 85007</p>
	<p>Contract No.: <b>CTR055413</b></p>	<p>Amendment No: <b>2</b></p>	<p>Procurement Officer: <b>Kristine Newton</b></p>

- 6.3. Capital Equipment (Single item purchase of \$5,000 or more) purchased for the program: A written request shall be submitted to ADHS for review and approval prior to any purchase on a case-by-case basis. The written request shall include details of how the proposed purchase supports current approved scope of work and annual action plan. Ownership will be retained by the Contractor for continued use in the objectives of the Action Plan;
- 6.4. All marketing materials (the use of ADHS logo, brochures, posters, public service announcements, paid media, videos, etc.) which have been developed, written, published, or recorded by the Counties and paid for with funds from this award must be first approved by ADHS prior to the dissemination of such materials or airing or use of such announcements;
- 6.5. All County local emerging issues and related supporting documentation must be approved by ADHS prior to implementation. The approval process document will be provided to all Counties and must be followed in order for the proposed local emerging issue to be worked on;
- 6.6. Contractors will be required to attend ADHS Suicide Mortality Review quarterly training and technical sessions, submit quarterly Suicide data using the ADHS Data Collection Tool and the ADHS report template to the Suicide Mortality Review Program Manager prior to payment;
- 6.7. Quarterly reports and completed Child Fatality Review data forms shall be submitted to the ADHS Child Fatality Review Program Manager prior to payment;
- 6.8. The quarterly Contractor's Expenditure Report (CER/Invoice) and any supporting documentation, when submitted, shall be approved by ADHS prior to payment; and
- 6.9. All evaluation components that involve human subjects.

## 7. Tasks


The County Contractor shall for the overall IGA:

- 7.1 Develop and implement a 3-year Action Plan and a Budget Plan within the first forty-five (45) days of each budget period;
- 7.2 Participate in all calls (monthly, bi-monthly, quarterly), technical assistance calls and/or webinars, meetings and trainings;
- 7.3 Implement the approved strategies;
- 7.4 Participate in the development of a shared comprehensive evaluation plan and report out on any performance measures related to the implementation of their activities (process and/or intermediate), or as defined by the funding sources; and
- 7.5 Provide supporting documentation that supports the completion of the defined deliverables within the approved annual action plan to the ADHS IGA Program Administrator. Examples of acceptable supporting documentation can be found in Exhibit F. Further guidance will be provided by specific ADHS Program Managers, as needed.

ADHS shall for the overall IGA:

- 7.6 Review, provide feedback, and approve the Annual Action Plan(s), Annual Budgets, and Supporting Documentation within thirty (30) days of submission;
- 7.7 Provide evidence-based strategies and supporting resources;



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- 7.8 Provide a Quarterly Reporting Template;
- 7.9 Provide the Annual Action Plan Template;
- 7.10 Provide a Budget Plan and CER Template;
- 7.11 Collaborate and work with the County to develop a comprehensive Logic Model Template;
- 7.12 Host TPP Youth Mental Health First Aid Certification Training annually, if needed;
- 7.13 Provide Outcome Measures and examples of process, or intermediate performance measures, as needed;
- 7.14 Provide a Financial Guidance Document (if applicable);
- 7.15 Provide feedback, technical assistance, and training to support the approved Annual Action Plan(s), Annual Budget, Quarterly Reporting, and Supporting Documentation;
- 7.16 Provide access to virtual technical assistance and guidance from ADHS staff, local Health Department peers/mentors, and subject matter experts related to the strategy for which the County has received funding; and
- 7.17 Coordinate and conduct Contractor site visits. Note: If not yearly, at least every two (2) years a site visit will be conducted.

## 8. Requirements

The County Contractor shall meet the requirements listed below:

- 8.1 All revisions to the Annual Action Plan strategies, goals, objectives, and timelines will require joint review and approval from ADHS staff;
- 8.2 All staffing and programmatic changes will be reported to the specific ADHS Program Manager and the ADHS IGA Program **Administrator** within fifteen (15) days. Once someone is hired for a job vacancy, an email containing the new hire's full name, contact information, start date, areas of the IGA that she/he will work in, and a resume will be submitted to the specific ADHS Program **Administrator** and the ADHS IGA Program Manager within fifteen (15) days;
- 8.3 All requests for a single item of capital equipment at or above the purchase price of five thousand dollars (\$5,000.00) will be requested in writing and submitted to the specific ADHS Program **Administrator** and the ADHS IGA Program Manager for approval;
- 8.4 Food and/or beverages served at events/meetings are not to be paid for with State funds per the State of Arizona Accounting Manual (SAAM) policy, found here: <https://gao.az.gov/sites/default/files/8010%20Food%20and%20Beverages%20at%20State-sponsored%20Events%20181113.pdf>.
- 8.5 Comply with all State reporting requirements;
- 8.6 At least one Program Manager, or coordinator from each HPHC IGA program must be in attendance of the Annual HPHC IGA Summit;
- 8.7 Funds cannot be used for any lobbying activities, including the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government;

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## 9. Deliverables and Delivery Schedule

The County Contractor shall submit the deliverables listed below to the ADHS IGA Program **Administrator**:


- 9.1 Contractor Expenditure Report (CER) to ADHS, due thirty (30) days after each quarter end (Q1: July – September; Q2: October – December; Q3: January – March; and Q4: April – June); Supporting Documentation is to also be submitted. Counties will select from a menu of acceptable forms of Supporting Documentation found in Exhibit **F**;
- 9.2 A written Quarterly Report, due thirty (30) days after each quarter end (Q1: July – September; Q2: October – December; Q3: January – March; and Q4: April – June);
- 9.3 A final CER invoice not later than forty-five (45) days following the end of each Agreement year;
- 9.4 Provide the name, email address and phone numbers of all program staff funded under this Agreement within thirty (30) days of hire;
- 9.5 Notify ADHS IGA Program **Administrator** of any change in program staff under this Agreement within fifteen (15) days of the change. If there is a new employee, include the new hire's work contact information (i.e. email and phone number), and resume within the fifteen (15) days window period;
- 9.6 Collaborate and participate with ADHS on the development of a logic model;
- 9.7 Submit an Annual Action Plan by August 15<sup>th</sup>;
- 9.8 Submit an Annual Budget Plan by August 15<sup>th</sup>;
- 9.9 Submit a written request to use the ADHS Logo in any print, web documents, publications and video recordings prior to use; **and**
- 9.10 Submit a written request for the development of brochures, posters, public service announcements, paid media, videos, sponsorships, etc., to be paid for with funds from this Agreement prior to development.

## 10. Notices, Correspondence, and Reports

- 10.1 Notices, correspondence, reports and invoices/CERs from the County contractor to ADHS shall be sent to:

### **For Overall Fixed Price IGA:**

Healthy People Healthy Communities (HPHC) IGA Program **Administrator**  
Bureau of Chronic Disease and Health Promotions  
Arizona Department of Health Services  
150 N. 18th Avenue, Suite 310  
Phoenix, AZ 85007  
**Office: 602-364-3603| Email: Constance.Washington@azdhs.gov**

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


**Pinal County**

Attn: Genevieve Ennis

P.O. Box 2945

Florence, AZ 85132

Email: [Genevieve.Ennis@pinal.gov](mailto:Genevieve.Ennis@pinal.gov)

	<p align="center"><b>INTERGOVERNMENTAL AGREEMENT (IGA)</b></p> <p align="center"><b>Amendment</b></p>		<p><b>ARIZONA DEPARTMENT OF HEALTH SERVICES</b> 150 18<sup>th</sup> Ave Suite 530 Phoenix, Arizona 85007</p>
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**Price Sheet**

**Healthy People Healthy Communities**

July 1, 2022 – June 30, 2023

**ACTION PLAN**

ITEM/SERVICE DESCRIPTION	UNIT OF MEASURE	NUMBER OF UNITS	UNIT RATE	TOTAL
Upon approval of the following Action Plans: Tobacco Prop 200 = \$15,106.00 Chronic Disease Prop 303 = \$ 932.00 WIC Lottery = \$7,700.00 Teen Pregnancy = \$28,400.00	EA	1	\$52,138.00	\$52,138.00

**TOBACCO PROGRAM**


ITEM/SERVICE DESCRIPTION	UNIT OF MEASURE	NUMBER OF UNITS	UNIT RATE	TOTAL
Upon completion of tasks for each specific service strategy after approval of quarterly reports. See SOW for Specific Service Strategies (i.e. Prevention, Cessation, Secondhand Smoke, Enforcement)	QTR	4	\$71,771.00	\$287,084.00

**HEALTH IN ARIZONA POLICY INITIATIVE PROGRAM**

ITEM/SERVICE DESCRIPTION	UNIT OF MEASURE	NUMBER OF UNITS	UNIT RATE	TOTAL
Upon completion of tasks for each specific service strategy after approval of quarterly reports. See SOW for Specific Service Strategies (i.e. Alzheimer's, Chronic Pulmonary Disease, Hypertension, Self-Management, Procurement, Healthy Community Design, School Health, Worksite Wellness, and Clinical Care) Funding Per Quarter includes: Chronic Disease Prop 303 = \$12,769.00 WIC Lottery = \$8,075.00	QTR	4	\$20,844.00	\$83,376.00

**CHILD FATALITY REVIEW PROGRAM**

ITEM/SERVICE DESCRIPTION	UNIT OF MEASURE	NUMBER OF UNITS	UNIT RATE	TOTAL
Upon completion of tasks for each specific service strategy after approval of quarterly reports. See SOW for Specific Service Strategies.	QTR	4	\$7,500.00	\$30,000.00

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	Contract No.: <b>CTR055413</b>	Amendment No: <b>2</b>	Procurement Officer: <b>Kristine Newton</b>

**TEEN PREGNANCY PREVENTION PROGRAM**

ITEM/SERVICE DESCRIPTION	UNIT OF MEASURE	NUMBER OF UNITS	UNIT RATE	TOTAL
Upon completion of tasks for each specific service strategy after approval of quarterly reports. See SOW for Specific Service Strategies.	QTR	4	\$28,400.00	\$113,600.00

**TEEN PREGNANCY PREVENTION PROGRAM – YOUTH MENTAL HEALTH FIRST AID INITIATIVE**

ITEM/SERVICE DESCRIPTION	UNIT OF MEASURE	MAX # OF UNITS PER YR	UNIT RATE	TOTAL
Upon completion of tasks for each. See SOW for Specific Service Strategies	Training	6	\$1,000.00	\$6,000.00

**SUICIDE MORTALITY REVIEW PROGRAM**

ITEM/SERVICE DESCRIPTION	UNIT OF MEASURE	NUMBER OF UNITS	UNIT RATE	TOTAL
Upon completion of tasks for each specific service strategy after approval of quarterly reports. See SOW for Specific Service Strategies	QTR	4	\$12,500.00	\$50,000.00

**TOTAL**

ITEM/SERVICE DESCRIPTION	TOTAL
<b>GRAND TOTAL</b>	<b>\$622,198.00</b>

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### Exhibit A

#### EVIDENCE-BASED STRATEGIES FOR TOBACCO

The Office of Tobacco Prevention and Cessation (“Office of Tobacco”) within the Bureau of Chronic Disease and Health Promotion (“BCDHP”) at Arizona Department of Health Services (ADHS) has historically supported evidence-based programs and system level changes that assist smokers in disparate or high-risk populations with tobacco prevention and cessation services. In Arizona, there are populations that are disproportionately impacted by tobacco use. Currently, priority populations identified by the Office of Tobacco are: 1) youth, 2) the justice-involved, and 3) those enrolled in the Arizona Healthcare Cost Containment System (AHCCCS).

County health department partners are required to identify **three** (3) populations that are disproportionately impacted by tobacco use in their communities, which may include the three populations identified above or with other populations which may be identified based on county-level data. Counties will provide the selected population groups with targeted evidence-based programs and activities for two components: 1) Tobacco Prevention and 2) Tobacco Cessation. In addition, counties will participate in three ADHS-led work groups that will explore innovative approaches to tobacco programming that address 1) Youth; 2) Secondhand Smoke (SHS); and 3) Emerging Issues. Counties will also engage in in-person and virtual meetings as identified by ADHS.

The strategies within the Healthy People Healthy Communities (HPHC) Intergovernmental Agreement (IGA) are population-based approaches that will require collaboration and support from key community partners, as well as promote health system level changes within healthcare systems and employers. These tobacco prevention and cessation strategies align with the U.S. Surgeon General’s Report on Smoking Cessation 2020, the Centers for Disease Control (CDC) National Comprehensive Tobacco Control Program (NTCP), and Arizona Health Improvement Plan (AzHIP) 2021-2025.

The Tobacco component of the HPHC IGA is funded by Proposition 200, which states that tobacco tax dollars under the Health Education Account (HEA) requires monies be spent on “programs for the prevention and reduction of tobacco use.” Arizona Revised Statute (A.R.S. § 36-772) authorizes four types of expenditures by the HEA: contracts with county health departments and other local partners, administrative expenses, advertising, and evaluation of programs. Spending these monies for lobbying for political campaigns is expressly prohibited.

The County Contractor must select one (1) or more strategies from this strategic area.

This Exhibit defines the Program Strategy/s within each Strategic Area:

#### 1. Strategic Area: Tobacco

- 1.1 Reduce tobacco-related disparities among target populations. Counties will select populations based on local available data, including tobacco prevalence rates (BRFSS, AYS, YRBSS), CHIP, and CHA data, to inform programming;
  - 1.1.1 Prevent the initiation of tobacco use (including emerging products and e-cigarettes) among youth and young adults (required);
    - 1.1.1.1 Maintain current peer-to-peer youth programming to empower youth leadership and engagement;
    - 1.1.1.2 Support the ADHS-selected contractor with recruiting youth participants for statewide Enforcement efforts; and
    - 1.1.1.3 Facilitate and conduct in their county the AGO Arizona Retailer Tobacco Training Program with retailers and clerks that have been cited for selling tobacco to underage youth
    - 1.1.1.4 Collaborate with schools in their counties by:

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1.1.1.4.1 Offering the American Lung Association's INDEPTH: An Alternative to Teen Nicotine Suspension or Citation, and

1.1.1.4.2 Establishing a Task Force with school districts, school administrators, or superintendents to identify current needs in youth prevention. Task Force efforts must include the development of a work plan, evaluation plan, and identified evidence-based strategies.

**1.2 Implement evidence-based, culturally appropriate community interventions to promote quitting among adults and youth.**

1.2.1 Counties will identify and eliminate tobacco-related disparities among **two** additional population groups:

1.2.1.1 Individuals involved or at-risk for involvement with the criminal justice system, including jails, prisons, probation, parole, or specialty court;

1.2.1.2 People of low socioeconomic status;

1.2.1.3 Individuals with behavioral health conditions (including mental health conditions and substance use disorders); and/or

1.2.1.4 Other priority populations not listed and pre-approved by ADHS. Counties will submit a proposal to ADHS that will include surveillance and evaluation data to justify the population selection,

1.2.2 Engage communities, partners, and community-based organizations to strengthen capacity. Counties will identify and select community partners that may include:

1.2.2.1 Employers; and

1.2.2.2 Healthcare systems, including:

1.2.2.2.1 Federally Qualified Community Health Centers (FQHCs) or FQHC Look-Alikes;

1.2.2.2.2 Hospitals;

1.2.2.2.3 Community clinics;

1.2.2.2.4 Private practices;

1.2.2.2.5 Behavioral Health Clinics; and/or

1.2.2.2.6 Substance Abuse Centers;

**1.3 Participate in at least one ADHS-led Tobacco Work Group that addresses one of the following priority issues:**

1.3.1 Youth,


1.3.2 Secondhand Smoke, and

1.3.3 Emerging Issues;

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- 1.4 **Participate in required ADHS Office of Tobacco update conference calls, virtual meetings, and in-person meetings, including (but not limited to):**
  - 1.4.1 1:1 Calls,
  - 1.4.2 Group monthly conference calls,
  - 1.4.3 Annual HPHC IGA Summit, and
  - 1.4.4 In-person semi-annual statewide partner meetings, to occur:
    - 1.4.4.1 Spring (March/April); and
    - 1.4.4.2 Fall (September/October);
- 1.5 **Obtain ADHS approval on all county-level tobacco marketing or communications initiatives.**
  - 1.5.1 All marketing materials (the use of the ADHS logo, brochures, posters, public service announcements, paid media, videos, etc.) which have been developed, written, published, or recorded by the Grantee and paid for with funds from this grant award must be first approved by ADHS prior to the dissemination of such materials or airing or use of such announcements.
- 1.6 **Obtain ADHS approval to attend conferences whether they are in-state or out-of-state. Contractors shall follow the following guidelines;**
  - 1.6.1 Travel is limited to two (2) Tobacco program staff persons,
  - 1.6.2 A completed HPHC IGA Tobacco Program: Conference Attendance/Travel Request Form must be submitted to the HPHC IGA Program Administrator and the HPHC IGA Tobacco Program Manager 90 days prior to conference/travel, to allow for review and approval, and
  - 1.6.3 Contractors are required to follow guidance and rates established by the **ADOA-GAO SAAM**.



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### Exhibit B

## EVIDENCE-BASED STRATEGIES FOR HEALTH IN ARIZONA POLICY INITIATIVE (HAPI)

The Health in Arizona Policy Initiative (HAPI) utilizes evidence-based approaches to address population health needs including the Health in All Policy Framework, Health Impact Pyramid, and National Prevention Strategy. In January 2012, ADHS began the process of establishing contracts with local health departments to address health policy. ADHS has established contracts with thirteen (13) of the fifteen (15) local health departments (Apache, Cochise, Coconino, Gila, Graham, Greenlee, Maricopa, Mohave, Navajo, Pinal, Pima, Yavapai and Yuma), and the Town of Parker. The contracted health departments and/or town will provide their communities with evidence-based programs and activities concentrated on one or more of the HAPI focus areas: Healthy Worksites, School Health, Community Design/Healthy Communities, Chronic Disease, Healthy Aging, Clinical Care, or Procurement.

The overall goal of the Intergovernmental Agreement (IGA) was established to increase local capacity to implement preventative health policy, system and environmental (PSE) changes/ public health approaches through defined strategic areas.

The five (5) year IGA action plan(s) and activity/activities developed by the local health department will address the following funding priorities:

- 1) The four (4) leading chronic disease deaths, as reported by the Centers for Disease Control and Prevention (CDC) per ARS 36-770 (Proposition 303 Tobacco Tax), and
- 2) WIC participants and their families per WIC Health Lottery Revenue.

The County Contractor must select one (1) or more strategies from this strategic area.

This Exhibit defines the Program Strategy/s within each Strategic Area:

## 2. Strategic Area: Health in Arizona Policy Initiative (HAPI)

### 2.1 Social Determinants of Health (SDOH) / Health in All Policies (HiAP)

- 2.1.1 Assess and identify gaps in addressing public health and social determinants of health (SDOH), with consideration of the 4 leading causes of chronic disease death, at-or-high risk populations, co-morbidities, and / or health risks, and
- 2.1.2 Develop and implement an action plan that includes policy, systems or environmental (PSE) / public health, and / or Health in All Policies (HiAP) approaches to address the gaps in addressing public health and social determinants of health (SDOH), with consideration of the 4 leading causes of chronic disease death, at-or-high risk populations, co-morbidities, and/or health risks;

### 2.2 Community Engagement

- 2.2.1 Increase community engagement of partners, with consideration of the four (4) leading causes of chronic disease death, at-or-high risk populations, co-morbidities, and/or health risks,
- 2.2.2 Develop, create and/or participate in coalitions, with consideration of the four (4) leading causes of chronic disease death, at-or-high risk populations, co-morbidities, and /or health risks,
- 2.2.3 Develop and implement a coalition action plan, with consideration of the four (4) leading causes of chronic disease death, at-or-high risk populations, co-morbidities, and/or health risks, and

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- 2.2.4 Develop coalition capacity to support advocacy, with consideration of the four (4) leading causes of chronic disease death, at-or-high risk populations, co-morbidities, and/or health risks.

### 2.3 Systems Change

- 2.3.1 Assess and identify gaps in addressing “Little p” system changes, with consideration of the 4 leading causes of chronic disease death, at-or-high risk populations, co-morbidities, and/or health risks, and
- 2.3.2 Develop and implement an action plan that addresses the gaps in addressing “Little p” systems changes, with consideration of the 4 leading causes of chronic disease death, at-or-high risk populations, co-morbidities, and/or health risks;

### 2.4 Emerging Issues

- 2.4.1 Assess and identify emerging issues with community partners that align with local, state or national level emerging issues, with consideration of the 4 leading causes of chronic disease death, at-or-high risk populations, co-morbidities, and/or health risks, and
- 2.4.2 Develop and implement action/ breakthrough plans to address emerging issues, with consideration of the 4 leading causes of chronic disease death, at-or-high risk populations, co-morbidities, and/or health risks;

### 2.5 Workforce Capacity Building/Professional Development

- 2.5.1 Increase knowledge of staff and community partners through professional development and workforce capacity building, with consideration of the 4 leading causes of chronic disease death, at-or-high risk populations, co-morbidities, and/or health risks; and

### 2.6 Evidence Based / Evidence Informed / Promising Practices or Public Health Approaches

- 2.6.1 Implement Evidence Based / Evidence Informed / Promising Practices or Public Health Approaches, with consideration of the 4 leading causes of chronic disease death, at-or-high risk populations, co-morbidities, and /or health risks.

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**Exhibit C**

**EVIDENCE-BASED STRATEGIES FOR TEEN PREGNANCY PREVENTION**

The Teen Pregnancy Program offers strategic approaches to improve the health and social well-being of youth through the reduction of teen pregnancies and sexually transmitted **infections**/diseases, and the awareness of healthy relationships and life skills, including financial literacy and educational and career success. The program provides youth with knowledge and skills that can be applied throughout their lives. Program models are evidence-based, age appropriate, medically accurate, and culturally relevant and incorporate a positive youth development approach.

The teen pregnancy prevention programs also offer a Parent/Youth Communication Education component which can give parents the tools to actively engage in meaningful communication with their teens on a variety of topics including sexual health issues. Parents, grandparents and guardians of a teen are welcome and encouraged to participate in these educational sessions.

Proposition 203, The Healthy Arizona Initiative, was passed by Arizona voters in November 1995, authorizing the use of lottery funds when available to be utilized for teen pregnancy prevention programs. The funds from the lottery became available in July 2005. The Arizona Department of Health Services (ADHS), Bureau of Women's and Children's Health (BWCH), Teen Pregnancy Prevention Program, is charged with the implementation of these funds.


Proposition 207, The Smart and Safe Act, was passed by Arizona voters in November 2020, authorizing the legal use of recreational marijuana. The funds from this act will be available on July 1, 2021. The Arizona Department of Health Services (ADHS), Bureau of Women's and Children's Health (BWCH), is charged with the implementation of a portion of these funds.

The County Contractor must select one (1) or more strategies from this strategic area.

This Exhibit defines the Program Strategy/s within each Strategic Area:

**3. Strategic Area: Teen Pregnancy Prevention**


- 3.1 Implement with fidelity, abstinence plus evidence-based program models, through curriculum delivery to youth ages eleven to nineteen (11-19) and implement core curricula that are on the ADHS TPP approved curriculum list incorporating a positive youth development approach.
  - 3.1.1 Program models shall be evidence-based, culturally relevant, medically accurate, and age appropriate. Programs for youth shall be inclusive of at least three (3) of **five (5)** Adulthood Preparation Subjects -Healthy Relationships, Healthy Life Skills, Adolescent Development, Educational/Career Success, and/or Financial Literacy. Optionally, to parents/caregivers of youth eleven to nineteen (11-19) years of age,
  - 3.1.2 Program management, services, requirements, deliverables, etc. shall be in accordance with the TPP Policy and Procedures Manual, and
  - 3.1.3 Program tasks include but are not limited to:
    - 3.1.3.1 Delivery of curriculum in a variety of settings – in school, after school, community-based, juvenile detention/probation, foster care group homes, etc.;
    - 3.1.3.2 Educating youth on both abstinence and contraception for the prevention of teen pregnancy and sexually transmitted diseases/infections;
    - 3.1.3.3 Obtaining active parental consent forms for youth participation in programming and evaluation;

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- 3.1.3.4 Maintaining up-to-date attendance records;
- 3.1.3.5 Administering pre and post surveys to youth, and submitting completed surveys to ADHS;
- 3.1.3.6 Ensuring the number of youths proposed is served and that eighty percent (80%) of youth participating in the curriculum complete at least seventy-five (75%) of curriculum dosage;
- 3.1.3.7 Completion of fidelity monitoring logs following each session delivered;
- 3.1.3.8 Submitting monthly unduplicated counts of youth served;
- 3.1.3.9 Submitting annual Forms A-D of reporting total unduplicated count of youth served, program hours received, and type of programs received;
- 3.1.3.10 Attending meetings and/or calls, i.e., semi-annual contractor meetings, mid-year budget review and youth served calls, Wyman Teen Outreach Program® review calls (if applicable), summer professional development, etc.; and/or
- 3.1.3.11 Navigating the TPP SharePoint for entry of reporting data, program announcements, discussion boards, and obtaining program forms.

#### **4. Strategic Area: Teen Pregnancy Prevention Youth Mental Health First Aid Initiative**


- 4.1 Certify staff in TPP Youth Mental Health First Aid Training with prior approval from ADHS;
  - 4.1.1 Complete the National Council for Behavioral Health (NCBH) "Coordinator Access" form to grant ADHS staff viewer rights to pre and post training survey data from organizations trained:
    - 4.1.1.1 Participate in technical assistance meetings and/or phone calls to be hosted by ADHS.
- 4.2 Certified trainer must deliver at minimum three (3) trainings per year to maintain active certification in YMHFA;
- 4.3 Trainers may co-facilitate and each facilitator can count co-facilitations towards their required three (3) training(s) per year, for certification purposes;
- 4.4 Co-facilitated training(s) will only count as one training for payment of stipends;
- 4.5 Training events must follow the training outline identified by the National Council of Behavioral Health (NCBH) Youth Mental Health First Aid;
- 4.6 During the pandemic, if in-person training is prohibited, training to youth serving organizations can be conducted virtually;
- 4.7 Once pandemic restrictions are lifted and in-person training and travel are allowed, training to youth serving organizations shall be conducted in one (1) of two (2) options: In-person or blended learning;
- 4.8 Each training shall consist of no less than five (5) participants and no more than thirty (30) and include participant training materials; and
- 4.9 Course materials must be **ordered** for all training participants as this is a required component.
- 4.10 For the TPP Youth Mental Health First Aid Training, programs will submit the following with their quarterly CERs:

	<p style="text-align: center;"><b>INTERGOVERNMENTAL AGREEMENT (IGA)</b></p> <p style="text-align: center;"><b>Amendment</b></p>		<p><b>ARIZONA DEPARTMENT OF HEALTH SERVICES</b>  150 18<sup>th</sup> Ave Suite 530  Phoenix, Arizona 85007</p>
	<p>Contract No.: <b>CTR055413</b></p>	<p>Amendment No: <b>2</b></p>	<p>Procurement Officer:  <b>Kristine Newton</b></p>

4.10.1 Participant sign-in sheet (if in person) that includes organization's name, date, and name of the educator, or

4.10.2 "Chat Box" sign-in sheet (if virtual) that includes the organization's name, date, and name of the educator.

Please note: Stipends can only be billed for training(s) conducted during the quarter.

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	<p>Contract No.: <b>CTR055413</b></p>	<p>Amendment No: <b>2</b></p>	<p>Procurement Officer: <b>Kristine Newton</b></p>

**Exhibit D**

**EVIDENCE-BASED STRATEGIES FOR CHILD FATALITY REVIEW**


The mission of the Child Fatality Review is to reduce preventable child fatalities in Arizona through a systematic, multi-disciplinary, multi-agency, and multi-modality review process. Prevention strategies, interdisciplinary training, community-based education, and data-driven recommendations are derived from this report to aid legislation and public policy.

The County Contractor shall implement evidence-based strategies and conduct child fatality reviews at the local community level that promote and implement healthy communities' interventions that target policy, system and environmental approaches that will shape the communities in which we live, learn, work, and play. Promote and implement healthy people interventions that target individual behavior and support making healthy choices, and review the circumstances surrounding the deaths of children, from birth through age seventeen (17), occurring in Arizona, to determine the preventability of each death and develop recommendations to reduce preventable childhood deaths; and review the deaths of all children who reside in their counties, and also the deaths of all children which occur within their counties, including children who were not residents of Arizona.


The County Contractor must select one (1) or more strategies from this strategic area. This Exhibit defines the Program Strategy/s within each Strategic Area:

**5. Strategic Area: Child Fatality Review Program**

- 5.1 Conduct multi-disciplinary reviews, in accordance with A.R.S. § 36-342, 36-3501-4, of all child deaths (ages 0-17 years old) of residents of the listed county, and of deaths occurring within the listed county who were not residents of Arizona.
- 5.2 Comply with policies and procedures established by the ADHS CFRP and approved by the State Child Fatality Review Team Program task include, but are not limited to:
  - 5.2.1 Maintain, keep on file, and make available upon request to ADHS' Child Fatality Review Program, a current list of members, including the designation of a team Chairperson,
  - 5.2.2 Maintain an original, signed confidentiality form on each member of the County Child Fatality Review team, and
  - 5.2.3 Maintain a secured and locked file cabinet for storage of records,
- 5.3 Establish and maintain a team consisting of the following membership in accordance with ARS 36-3502:
  - 5.3.1 County medical examiner or designee,
  - 5.3.2 Child Protective Services Administrator or designee,
  - 5.3.3 County Health Department Director or designee,
  - 5.3.4 A domestic violence specialist,
  - 5.3.5 A psychiatrist or psychologist licensed in this state,
  - 5.3.6 A pediatrician certified by the American Board of Pediatrics or a family practice physician certified by the American Board of Family Practice,
  - 5.3.7 A person from a local law enforcement agency,


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	<p>Contract No.: <b>CTR055413</b></p>	<p>Amendment No: <b>2</b></p>	<p>Procurement Officer: <b>Kristine Newton</b></p>

- 5.3.8 A person from a local prosecutor's office, and
- 5.3.9 A parent,
- 5.4 Provide orientation to all members and consultants which include topics that are outlined in the contract:
  - 5.4.1 Instruction regarding confidentiality,
  - 5.4.2 Use of the data forms,
  - 5.4.3 Public access to team information,
  - 5.4.4 Responsibilities and limitations of team membership; Process and goals of fatality review,
  - 5.4.5 The promotion of culturally diverse and competent approaches in case reviews; and Review materials provided by the State Team,
  - 5.4.6 The promotion of culturally diverse and competent approaches in case reviews, and
  - 5.4.7 Review materials provided by the State Team,
- 5.5 Establish procedures for access records related to the circumstances surrounding child fatalities as outlined in the contract:
  - 5.5.1 Death Certificates,
  - 5.5.2 Birth Certificates,
  - 5.5.3 Law enforcement Reports,
  - 5.5.4 Medical Examiner's Reports,
  - 5.5.5 Medical Records,
  - 5.5.6 Child Protective Services' Reports, and
  - 5.5.7 Other Records as Needed,
- 5.6 Establish procedures to track fatalities requiring review by the Local Team and completion of reviews;
- 5.7 Prepare Quarterly reports to ADHS Child Fatality Review Program of activities, cases reviewed, and obstacles to completion of reviews;
- 5.8 Convene team meetings, at a frequency sufficient to review all fatalities with the identified scope of work;
- 5.9 Complete the standard data form, approved by the State Child Fatality Team, on each review. The Chairperson of the Local Team must review data forms for accuracy, completeness and legibility and must sign the review form prior to submittal to ADHS Child Fatality Review Program;
- 5.10 Keep a written log of cases received for review and date of review;
- 5.11 Participate in Local Team Coordinators meetings at a minimum of once each calendar year; and/or
- 5.12 Implement all other requirements outlined in the contract including, **but not limited to:**

	<p style="text-align: center;"><b>INTERGOVERNMENTAL AGREEMENT (IGA)</b></p> <p style="text-align: center;"><b>Amendment</b></p>		<p><b>ARIZONA DEPARTMENT OF HEALTH SERVICES</b> 150 18<sup>th</sup> Ave Suite 530 Phoenix, Arizona 85007</p>
	<p>Contract No.: <b>CTR055413</b></p>	<p>Amendment No: <b>2</b></p>	<p>Procurement Officer: <b>Kristine Newton</b></p>

- 5.12.1 A complete and accurate Child Fatality Review Form for each death reviewed by the Local Team. Data forms must be submitted by the fifteenth (15th) day of each month, following the month of the fatality review,
- 5.12.2 All reviews of child fatalities occurring during the prior calendar year these reviews must be completed and data forms submitted by the June 30<sup>th</sup>; and
- 5.12.3 Local Fatality Team Quarterly Reports on or before the thirtieth (30th) day of the month following the quarter. Due dates are as follows: October 30th, January 30th, April 30th, and July 30th. Quarterly reports must contain the Local Teams' membership lists, activities, number of cases reviewed, and obstacles to completion of reviews.



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	<p>Contract No.: <b>CTR055413</b></p>	<p>Amendment No: <b>2</b></p>	<p>Procurement Officer: <b>Kristine Newton</b></p>

**Exhibit E**

**EVIDENCE-BASED STRATEGIES FOR SUICIDE MORTALITY REVIEW**

In Arizona, both the number and rate of suicides continues to rise. Arizona's rate of suicide per 100,000 people was 24% higher than that of the United States in 2017. In 2018, suicide ranked 8th among the leading causes of death but contributed substantially to premature mortality. Yet, suicide is preventable. Pursuant to A.R.S. § 36-199 and § 36-199.01, ADHS is establishing a Suicide Mortality Review Team in the Department of Health Services. The program will conduct an annual analysis on the incidences and causes of suicides in the state during the preceding fiscal year. This analysis will help to inform what changes are needed to decrease the incidence of preventable suicides, and as appropriate, take steps to implement these changes. ADHS will fund, encourage and assist in the development of local county health department Suicide Mortality Review Teams in their local jurisdiction and to develop suicide prevention recommendations for their communities.

On March 3, 2020 Governor Doug Ducey joined mental health advocates, legislators and family members affected by suicide to sign Senate Bill 1523, also known as Jake's Law. The bill is named in honor of Jake Machovsky, an Arizona teen who lost his life to suicide in 2016 after battling mental health issues. The law requires insurance companies to cover mental health treatment and creates the Children's Behavioral Health Services Fund and provides \$8 million for behavioral health services for children who are uninsured or underinsured. The law prohibits insurance companies from denying coverage for services that are covered by the plan simply because they are delivered in an educational setting. This law also establishes a mental health parity advisory committee to ensure that all parties including families, providers, advocacy organizations, and insurers have a voice at the table, creates a suicide mortality review team to review deaths by suicide and provide policymakers with improved data and recommendations, and helps increase follow-up services for patients at risk for suicide.

Proposition 207, The Smart and Safe Act, was passed by Arizona voters in November 2020, authorizing the legal use of recreational marijuana. The funds from this act will be available on July 1, 2021. The Arizona Department of Health Services (ADHS), Bureau of Women's and Children's Health (BWCH), is charged with the implementation of a portion of these funds.


This Exhibit defines the Program Strategy/s within each Strategic Area:

**6. Strategic Area: Suicide Mortality Review**

- 6.1 Promote and implement healthy communities' interventions that target policy, system and environmental approaches that will shape the communities in which we live, learn, work, and play;
- 6.2 Attend ADHS training and technical assistance sessions on standards and protocols for local suicide mortality review teams;
- 6.3 Bring together local community agencies in a formal process to systematically share information on suicide events for persons over the age of eighteen (18) years old, identify risk factors in those deaths, and provide prevention recommendations. Program tasks include but are not limited to:
  - 6.3.1 The County Contractor shall for the Suicide Mortality Review Program:
    - 6.3.1.1 Attend scheduled training sessions with ADHS on Suicide Mortality Review Policies and Procedures;
    - 6.3.1.2 With guidance from ADHS Suicide Mortality Program Manager, establish a local Suicide Mortality Review team roster and submit to ADHS for review;

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	<p>Contract No.: <b>CTR055413</b></p>	<p>Amendment No: <b>2</b></p>	<p>Procurement Officer: <b>Kristine Newton</b></p>

- 6.3.1.3 Provide orientation to all members and consultants which include, at a minimum, the following topics:
  - 6.3.1.3.1 Instruction regarding confidentiality,
  - 6.3.1.3.2 Use of the data forms,
  - 6.3.1.3.3 Public access to team information,
  - 6.3.1.3.4 Responsibilities and limitations of team membership; Process and goals of fatality review,
  - 6.3.1.3.5 The promotion of culturally diverse and competent approaches in case reviews, using Suicide Mortality Review materials provided by the State Team,
  - 6.3.1.3.6 The promotion of culturally diverse and competent approaches in case reviews, and
  - 6.3.1.3.7 Review materials provided by the State Team,
- 6.3.1.4 Establish procedures for access to the following records related to the circumstances surrounding suicide:
  - 6.3.1.4.1 Death Certificates,
  - 6.3.1.4.2 Birth Certificates,
  - 6.3.1.4.3 Law enforcement Reports,
  - 6.3.1.4.4 Medical Examiner's Reports,
  - 6.3.1.4.5 Medical Records,
  - 6.3.1.4.6 Child Protective Services' Reports, and
  - 6.3.1.4.7 Other Records as Needed,
- 6.3.1.5 Establish procedures to track fatalities requiring review by the Local Team and completion of Reviews;
- 6.3.1.6 Prepare quarterly reports and data for the ADHS Suicide Mortality Review Program, cases reviewed, and obstacles to completion of reviews;
- 6.3.1.7 Convene team meetings, at a frequency sufficient to review all fatalities within the identified scope of work. If the State Suicide Mortality Review Team will be reviewing

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records for your jurisdiction, you shall send a representative when the review is conducted;

6.3.1.8 Enter data for each case reviewed using ADHS Suicide Mortality Review Data Collection Tool to include demographic and prevention recommendation data. Data for cases shall be entered by an employee of the County Contractor following completion of each case review meeting and shall be submitted to the Suicide Mortality Review Program Manager on a quarterly basis; and

6.3.1.9 Conduct an annual analysis on the incidences and causes of suicides in the local community during the preceding fiscal year.

6.3.2 For the Suicide Mortality Review Program, ADHS will:

6.3.2.1 Establish a State Suicide Mortality Review Team;

6.3.2.2 Provide a Policies and Procedure Manual;

6.3.2.3 Develop standards and protocols for local suicide mortality review teams and provide training and technical assistance to these teams;

6.3.2.4 Provide a Quarterly Reporting Template;


6.3.2.5 Provide a Suicide Mortality Data Collection Tool;

6.3.2.6 Provide documentation requirements for quarterly payment;

6.3.2.7 Provide Quarterly Meeting for contractors to:

6.3.2.7.1 Provide training and technical assistance on suicide review process;

6.3.2.7.2 Provide access to virtual technical assistance and guidance from ADHS staff, Local Health Department peers/mentors and subject matter experts related to the strategy for which the County has received funding;

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**Exhibit F**

**SUPPORTING DOCUMENTATION**

Please provide documentation that supports the work that you have outlined on your Action Plan and quarterly reports. Note: Supporting Documentation will be due **in the second (2<sup>nd</sup>) and forth (4<sup>th</sup>)** quarters. The following are approved types of supporting documentation that can be submitted. Counties are expected to keep supporting documentation on hand for all quarters and to provide to ADHS upon request. This information can also be found on the new Quarterly Report + Supporting Documentation Template.

**Required Documentation:**

For each program of the IGA, provide documentation of evidence of work performed. **Approved** examples are below by program:

**Tobacco**

Youth Prevention: Anti-Tobacco Coalition: **The following are acceptable submissions for documentation of work completed.**


- Recruitment: Copies of flyers pertaining to events for recruitment and expanding youth membership, as submission of coalition roster form,
- Youth Coalition Action Plan: Copy of the coalition action plan developed by the youth members,
- Coalition Meetings: Copies of meeting agenda along with a sign-in sheet of those attending the meeting,
- Peer to Peer Education/Community Education: The Office of Tobacco has created the following event form for partners to fill out and submit for each of their coalition events: Youth Coalition Event Form. The coalition can also include pictures from events, and
- Presentation to Community Leadership (Board of Supervisors, City Councils, or any other governing body): Partners can utilize the Youth Coalition Event Form for this activity as well.

**AGO/FDA Inspection Recruitment & Arizona Retail Tobacco Training:**

- The number of recruitment events held: Date of event, youth recruited, completed paperwork submitted,
- Dates of inspections and how many youths participated in inspections, and
- ARTT: Copy of flyer advertising training, dates of training and sign-in sheet for attendees. Evaluation forms sent to Tracy Lenartz.

Cessation: ASHLine Outreach/Group Cessation Meetings- The following documents are acceptable submission for documentation of work.

- ASHLine Outreach: The County should provide a copy of ASHLine Cessation Referral report covering the documentation period. ASHLine & county partners will develop a report that partners can utilize to track referrals for cessation for their county. This report, once developed, will be sent to county partners for their utilization in monitoring location referrals and for contract reporting and documentation,
- County Partners Cessation Referral Trainings and Presentations: The Office of Tobacco has created the following form for partners to fill out and submit for each of cessation referral training and presentations: County Cessation Training & Presentation Form, and
- Group Cessation Meetings: Copy of flyers regarding meetings, date(s) of meetings, number of participants in training, name are not required due to HIPPA. Are any of the participants enrolled in group classes as well as ASHLine.

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Priority Population Initiative:

If a task group/work group is created to address the chosen population please provide the following information:

- Copies of meeting agenda along with sign-in sheet,
- Action plan or work plan for addressing issues with the work group, and
- Evaluation Plan that will assess the success/status of the goal.

#### Health in Arizona Policy Initiative (HAPI)

- Sign-in sheet for a training, meeting or wellness activity (should include date, time, and name of training/meeting, etc.); Event flyer or meeting/training agendas (should include date, time and name of training/meeting, etc.); **activity log (should include date, time, name of training/meeting/activity and a brief description of each, etc.)**
- Certificate of Completion;
- Documentation of participation in coalition/advisory boards, etc. such as an agenda, minutes from the meeting, membership letter;
- Final Reports of activity;
- Photographs (i.e. proof of water station installation), please note that if you send pictures of individuals, you must have consent to use the picture of the individual;
- Pre and post survey results of participants in Self-Management Programs;
- Attendance/participation sheet for chronic disease self-management programs;
- Communication plan or materials used for any public awareness campaigns;
- Reporting of process or intermediate performance measures related to the activity within the strategic area(s);
- Partner list or partner meeting agendas;
- Completed Assessments; and
- Developed Action Plans for implementation.

#### Teen Pregnancy Prevention (TPP)

- Certificates of Completion.
- Parent nights/health fairs: Flier signed by authorized representative of event and/or County Program Supervisor
- Instead of submitting attendance records as proof of services performed, counties will submit the **TPP Verification of Curriculum Delivery Form**. The Teen Pregnancy Prevention Program Manager will access the delivery of curriculum form to verify the classes provided are reflective of the narrative in the quarterly reports.
- **Teen Pregnancy Prevention Work Summary Report Form** (for COVID-19 reassignments.  
**Please Note:** If TPP staff has been reassigned, make sure to include a separate **Labor Activity Report** and **General Ledger**, clearly indicating a breakdown of FTE percentages applied to TPP State Lottery dollars and another funding source.

**See below for further clarification:**

- TPP Lottery funds cannot be used to pay for staff temporarily reassigned to the COVID-19 emergency response. However, TPP staff can be reassigned for COVID-19 related activities by using another funding source. Within the TPP Action Plan and Quarterly Narrative Reports, counties should indicate whether service activities have been provided and include any updates. If TPP services have not been provided, note the following, “Services have not been conducted within the period of (insert dates). TPP staff have been temporarily reassigned to COVID-19 activities using a different funding source.” If staff have been partially assigned to TPP and COVID-19 activities, include the FTE breakdown in the quarterly report as well.

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- For CERs, provide Year to Date expenses of what was actually incurred; do not bill for the full fixed price amount. When submitting supporting documentation, during Quarters 2 and 4 **only**, submit the corresponding Labor Activity Reports and General Ledgers as supporting documentation to illustrate what the TPP staff have been working on.

#### **Teen Pregnancy Prevention (TPP) Youth Mental Health First Aid Initiative**

- Participant sign-in sheet (if in person) that includes organization's name, date, and name of the educator, or
  - "Chat Box" sign-in sheet (if virtual) that includes the organization's name, date, and name of the educator.
- Please note:** Stipends can only be billed for training(s) conducted during the quarter.

#### **Child Fatality Review (CFR)**

- A sign in sheet and agenda for all review meetings
- A listing of the number of CFR cases identified by ADHS and the number reviewed by your county. This information can be submitted on the HPHC IGA Child Fatality Review Supporting Documentation Form

#### **Suicide Mortality Review**

- A sign in sheet and agenda for all review meetings
- Annual Report



AGENDA ITEM

August 24, 2022 ADMINISTRATION BUILDING A  
FLORENCE, ARIZONA

---

**REQUESTED BY:**

**Funds #:** 82

**Dept. #:** 359

**Dept. Name:** Public Health

**Director:** Tascha Spears

---

**BRIEF DESCRIPTION OF AGENDA ITEM AND REQUESTED BOARD ACTION:**

Discussion/approval/disapproval of Award Agreement CTR055262 Amendment No. 2 (formerly IGA2020-043) for the Title V Maternal and Child Health, Healthy Arizona Families program between the Arizona Department of Health Services and the Pinal County Public Health Department, through the Pinal County Public Health Services District Board beginning July 1, 2022, ending June 30, 2023, for \$226,379. (Jan Vidimos/Tascha Spears)

---

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

The total amount of this amendment will not exceed \$226,379 for the amendment term and breaks down as follows; \$152,111 Maternal Child Health Healthy AZ Families, \$74,268 Public Health Improvement Plan. There is no match requirement for this program. This funding was included in the FY22/23 budget development for the Public Health Services District and will have no impact on the General Fund.

---

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

The overall goal of the Public Health Services District is to protect and improve the public's health through prevention and control of disease and disability. As outlined in section 4.6.4 on page 21 of the attached contract, the funding will focus on the strategic area of conducting and disseminating assessments focused on Pinal community's health status and public health issues facing the Pinal community. This goal is accomplished in collaboration with community partners.

---

**MOTION:**

Approve as presented.

---

History

Time	Who	Approval
8/12/2022 11:34 AM	County Attorney	Yes
8/12/2022 11:45 AM	Grants/Hearings	Yes
8/15/2022 2:05 PM	Budget Office	Yes

8/17/2022 12:44 PM

County Manager

Yes

8/17/2022 12:45 PM

Clerk of the Board

Yes

**ATTACHMENTS:**

Click to download

☐ [Grant Request Form](#)

☐ [Contract](#)





## PINAL COUNTY

WIDE OPEN OPPORTUNITY

### Board of Supervisors Grant Request

Board of Supervisors meeting date: \_\_\_\_\_

Department seeking grant: \_\_\_\_\_

Name of Granting Agency: \_\_\_\_\_

Name of Grant Program: \_\_\_\_\_

Project Name: \_\_\_\_\_

Amount requested: \_\_\_\_\_

Match amount, if applicable: \_\_\_\_\_

Application due date: \_\_\_\_\_

Anticipated award date/fiscal year: \_\_\_\_\_

What strategic priority/goal does this project address?: \_\_\_\_\_

Applicable Supervisor District: \_\_\_\_\_

Brief description of project: \_\_\_\_\_

Approval received per Policy 8.20: \_\_\_\_\_ OnBase Grant #: \_\_\_\_\_

Please select one:

Discussion/Approve/Disapproval consent item \_\_\_\_\_

New item requiring discussion/action \_\_\_\_\_

Public Hearing required \_\_\_\_\_

Please select all that apply:

Request to submit the application \_\_\_\_\_

Retroactive approval to submit \_\_\_\_\_


Resolution required \_\_\_\_\_

Request to accept the award \_\_\_\_\_

Request to approve/sign an agreement \_\_\_\_\_

Budget Amendment required \_\_\_\_\_

Program/Project update and information \_\_\_\_\_

	<b>INTERGOVERNMENTAL AGREEMENT (IGA)</b> <b>Amendment</b>		<b>ARIZONA DEPARTMENT OF HEALTH SERVICES</b> 150 18 <sup>th</sup> Ave Suite 530 Phoenix, Arizona 85007
	Contract No.: <b>CTR055262</b>	IGA Amendment No: <b>2</b>	Procurement Officer <b>Diana Landeros</b>

<b>Title V Maternal and Child Health Healthy Arizona Families</b>
---


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

1. Pursuant to the Terms and Conditions, Provision Six (6), Contract Changes, Section 6.1, Amendments, Purchase Orders and Change Orders, it is mutually agreed that the Intergovernmental Agreement referenced is amended as follows under this amendment two (2):
  - 1.1. The Terms and Conditions are revised to include additional terms and conditions as a result of the federal funding;
  - 1.2. The Scope of Work is revised and replaced;
  - 1.3. The Price Sheet is revised and replaced;
  - 1.4. Exhibit A is revised and replaced;
  - 1.5. Exhibit B is added;
  - 1.6. Exhibit C is added; and
  - 1.7. Exhibit D is added.

ALL CHANGES ARE IDENTIFIED BELOW IN **RED**


**All other provisions of this agreement remain unchanged.**

<b>Pinal County</b>			
Contractor Name:		Authorized Signature	
<b>PO BOX 1348</b>			
Address:		Print Name	
<b>Florence</b>	<b>Arizona</b>	<b>85132</b>	
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 _____ 2022.	
Print Name		Procurement Officer	
Contract No.: <b>CTR055262</b> , which is an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952 by the undersigned Assistant Attorney, who has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona.			
Signature	Date		
Assistant Attorney General			
Print Name			

	<p style="text-align: center;"><b>INTERGOVERNMENTAL AGREEMENT (IGA)</b> <b>Amendment</b></p>		<p><b>ARIZONA DEPARTMENT OF HEALTH SERVICES</b> 150 18<sup>th</sup> Ave Suite 530 Phoenix, Arizona 85007</p>
	<p>Contract No.: <b>CTR055262</b></p>	<p>IGA Amendment No: <b>2</b></p>	<p>Procurement Officer <b>Diana Landeros</b></p>

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

- 1.1 **"Attachment"** means any document attached to the Contract and incorporated into the Contract.
- 1.2 **"ADHS"** means Arizona Department of Health Services.
- 1.3 **"Budget Term"** means the period of time for which the contract budget has been created and during which funds should be expended.
- 1.4 **"Change Order"** means a written order that is signed by a Procurement Officer and that directs the Contractor to make changes authorized by the Uniform Terms and Conditions of the Contract.
- 1.5 **"Contract"** means the combination of the Uniform and Special Terms and Conditions, the Specifications and Statement or Scope of Work, Attachments, Referenced Documents, any Contract Amendments and any terms applied by law.
- 1.6 **"Contract Amendment"** means a written document signed by the Procurement Officer and the Contractor that is issued for the purpose of making changes in the Contract.
- 1.7 **"Contractor"** means any person who has a Contract with the Arizona Department of Health Services.
- 1.8 **"Cost Reimbursement"** means a contract under which a contractor is reimbursed for costs, which are reasonable, allowable and allocable in accordance with the contract terms and approved by ADHS.
- 1.9 **"Days"** means calendar days unless otherwise specified.
- 1.10 **"Fixed Price"** establishes a set price per unit of service. The set price shall be based on costs, which are reasonable, allowable and allocable.
- 1.11 **"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.
- 1.12 **"Materials"** unless otherwise stated herein, means all property, including but not limited to equipments, supplies, printing, insurance and leases of property.
- 1.13 **"Procurement Officer"** means the person duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract.
- 1.14 **"Purchase Order"** means a written document that is signed by a Procurement Officer, that requests a vendor to deliver described goods or services at a specific price and that, on delivery and acceptance of the goods or services by ADHS, becomes an obligation of the State.
- 1.15 **"Services"** means the furnishing of labor, time or effort by a Contractor or Subcontractor.
- 1.16 **"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 material or any service required for the performance of this Contract.
- 1.17 **"State"** means the State of Arizona and/or the ADHS. For purposes of this Contract, the term "State" shall not include the Contractor.

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**2. Contract Type.**

This Contract shall be:


    X     Cost Reimbursement

**3. Contract Interpretation.**


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

**4. Contract Administration and Operation.**

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

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- 4.3. **New Budget Term.** If a budget term has been completed in a multi-term Contract, the parties may agree to change the amount and type of funding to accommodate new circumstances in the next budget term. Any increase or decrease in funding at the time of the new budget term shall coincide with a change in the Scope of Work or change in cost of services as approved by the Arizona Department of Health Services.
- 4.4. **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.
- 4.5. **Records and Audit.** Under A.R.S. § 35-214 and A.R.S. § 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other records ("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 and where applicable the Federal Government at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.
- 4.6. **Financial Management.** For all contracts, the practices, procedures, and standards specified in and required by the Accounting and Auditing Procedures Manual for the ADHS funded programs shall be used by the Contractor in the management of Contract funds and by the State when performing a Contract audit. Funds collected by the Contractor in the form of fees, donations and/or charges for the delivery of these Contract services shall be accounted for in a separate fund.
- 4.6.1. ***Federal Funding.*** Contractors receiving federal funds under this Contract shall comply with the certified finance and compliance audit provision of the Office of Management and Budget (OMB) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR 200), if applicable. The federal financial assistance information shall be stated in a Change Order or Purchase Order.
- 4.6.2. ***State Funding.*** Contractors receiving state funds under this Contract shall comply with the certified compliance provisions of A.R.S. § 35-181.03.
- 4.7. **Inspection and Testing.** The Contractor agrees to permit access, at reasonable times, to its facilities.
- 4.8. **Notices.** Notices to the Contractor required by this Contract shall be made by the State to the person indicated on the signature page by the Contractor, unless otherwise stated in the Contract. Notices to the State required by the Contract shall be made by the Contractor to an ADHS Procurement Officer, unless otherwise stated in the Contract. An authorized ADHS Procurement Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice, and an amendment to the Contract shall not be necessary.
- 4.9. **Advertising and Promotion of Contract.** The Contractor shall not advertise or publish information for commercial benefit concerning this Contract without the prior written approval of an ADHS Procurement Officer.
- 4.10. **Property of the State.**
- 4.10.1. ***Equipment.*** Except as provided below or otherwise agreed to by the parties, the title to any and all equipment acquired through the expenditure of funds received from the State shall remain the property of the State by and through the ADHS and, as such, shall remain under the sole direction, management and control of the ADHS. When this Contract is terminated, the disposition of all such property shall be determined by the ADHS. For Fixed Price contracts, when the Contractor provides the services/materials required by the Contract, any and all equipment purchased by the Contractor remains the property of the Contractor. All purchases of equipment need to be reported to the ADHS Office of Inventory Control.
- 4.10.2. ***Title and Rights to Materials.*** As used in this section, the term "Materials" means all products created or produced by the Contractor under this Contract, including, but not limited to: written and electronic information, recordings, reports, research, research findings, conclusions, abstracts, results,

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


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

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- 4.11. E-Verify Requirements In accordance with A.R.S. § 41-4401, Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A.
- 4.12. Federal Immigration and Nationality Act The 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, the 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 and/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 and/or debarment of the Contractor.

## 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 goods or services, the Contractor shall submit a complete and accurate Contractor's Expenditure Report for payment from the State within thirty (30) days, as provided in the Accounting and Auditing Procedures Manual for the ADHS.
- 5.2. Recoupment of Contract Payments.
- 5.2.1. Unearned Advanced Funds. Any unearned State funds that have been advanced to the Contractor and remain in its possession at the end of each budget term, or at the time of termination of the Contract, shall be refunded to the ADHS within forty-five (45) days of the end of a budget term or of the time of termination.
- 5.2.2. Contracted Services. In a fixed price contract, if the number of services provided is less than the number of services for which the Contractor received compensation, funds to be returned to the ADHS shall be determined by the Contract price. Where the price is determined by cost per unit of service or material, the funds to be returned shall be determined by multiplying the unit of service cost by the number of services the Contractor did not provide during the Contract term. Where the price for a deliverable is fixed, but the deliverable has not been completed, the Contractor shall be paid a pro rata portion of the completed deliverable. In a cost reimbursement contract, the ADHS shall pay for any costs that the Contractor can document as having been paid by the Contractor and approved by ADHS. In addition, the Contractor will be paid its reasonable actual costs for work in progress as determined by Generally Accepted Accounting Procedures up to the date of contract termination.
- 5.2.3. Refunds. Within forty-five (45) days after the end of each budget term or of the time of termination of the Contract, the Contractor shall refund the greater of: i) the amount refundable in accordance with paragraph 4.2.1, Unearned Advanced Funds; or ii) the amount refundable in accordance with paragraph 5.2.2, Contracted Services.
- 5.2.4. Unacceptable Expenditures. The Contractor agrees to reimburse the ADHS for all Contract funds expended, which are determined by the ADHS not to have been disbursed by the Contractor in accordance with the terms of this Contract. The Contractor shall reimburse ADHS within 45 days of the determination of unacceptability.
- 5.3. Unit Costs/Rates or Fees. Unit costs/rates or fees shall be based on costs, which are determined by ADHS to be reasonable, allowable and allocable as outlined in the Accounting and Auditing Procedures Manual for the ADHS.

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5.4. Applicable Taxes.

5.4.1. *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 taxes from the buyer does not relieve the seller from its obligation to remit taxes.

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

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

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

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

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

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

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

5.6.4. Cancel the Contract.

**6. Contract Changes**

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

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


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



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## 7. Risk and Liability

- 7.1. **Risk of Loss.** The Contractor shall bear all loss of conforming material covered under this Contract until received and accepted by authorized personnel at the location designated in the Purchase Order, Change Order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.
- 7.2. **Mutual Indemnification.** 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. **Force Majeure.**
- 7.3.1. ***Liability and Definition.*** Except for payment of sums due, neither party 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; acts of terrorism; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-interventions not caused by or resulting from the act or failure to act of the parties; failures or refusals to act by government authority not caused by or resulting from the act or failure to act of the parties; and other similar occurrences beyond the control of the party declaring force majeure, which such party is unable to prevent by exercising reasonable diligence.
- 7.3.2. ***Exclusions.*** Force Majeure shall not include the following occurrences:
- 7.3.2.1. Late delivery of Materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;
- 7.3.2.2. 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
- 7.3.2.3. Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.
- 7.3.3. ***Notice.*** If either party 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 the results or effects of such delay prevent the delayed party from performing in accordance with this Contract.
- 7.3.4. ***Default.*** 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.
- 7.4. **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 for or toward the fulfillment of this Contract.

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**8. Description of Materials** The following provisions shall apply to Materials only:

- 8.1. Liens. The Contractor agrees that the Materials supplied under this Contract are free of liens. In the event the Materials are not free of liens, Contractor shall pay to remove the lien and any associated damages or replace the Materials with Materials free of liens.
- 8.2. Quality. Unless otherwise modified elsewhere in these terms and conditions, the Contractor agrees that, for one year after acceptance by the State of the Materials, they shall be:
  - 8.2.1. Of a quality to pass without objection in the Contract description;
  - 8.2.2. Fit for the intended purposes for which the Materials are used;
  - 8.2.3. Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;
  - 8.2.4. Adequately contained, packaged and marked as the Contract may require; and
  - 8.2.5. Conform to the written promises or affirmations of fact made by the Contractor.
- 8.3. Inspection/Testing. Subparagraphs 8.1 through 8.2 of this paragraph are not affected by inspection or testing of or payment for the Materials by the State.
- 8.4. Compliance With Applicable Laws. The Materials and services supplied under this Contract shall comply with all applicable federal, state and local laws, and the Contractor shall maintain all applicable license and permit requirements.
- 8.5. Survival of Rights and Obligations After Contract Expiration and Termination.
  - 8.5.1. *Contractor's Representations*. All representations and warranties made by the Contractor under this Contract in paragraphs 7 and 8 shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12.510, except as provided in A.R.S. § 12-529, the State is not subject to or barred by any limitations of actions prescribed in A.R.S. Title 12, Chapter 5.
  - 8.5.2. *Purchase Orders and Change Orders*. Unless otherwise directed in writing by the Procurement Officer, the Contractor shall fully perform and shall be obligated to comply with all Purchase Orders and Change Orders received by the Contractor prior to the expiration or termination hereof, including, without limitation, all Purchase Orders and Change Orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

**9. State's Contractual Remedies**

- 9.1. Right to Assurance. If the State, in good faith, has reason to believe that the Contractor does not intend to, or is unable to, perform or continue performing under this Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the State's option, be the basis for terminating the Contract.
- 9.2. Stop Work Order.
  - 9.2.1. *Terms*. The State may, at any time, by written order to the Contractor, require the Contractor to stop all or any part of the work called for by this Contract for a period up to ninety (90) Days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the

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order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.

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

9.3. Non-exclusive Remedies. The rights and remedies of ADHS under this Contract are not exclusive, and ADHS is entitled to all rights and remedies available to it, including those under the Arizona Uniform Commercial Code and Arizona common law.

9.4. Right of Offset. The State shall be entitled to offset against any sums due the Contractor in any Contract with the State or damages assessed by the State because of the Contractor's non-conforming performance or failure to perform this Contract. The right to offset may include, but is not limited to, a deduction from an unpaid balance and a collection against the bid and/or performance bonds. Any offset taken for damages assessed by the State shall represent a fair and reasonable amount for the actual damages and shall not be a penalty for non-performance.

## 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 for the purpose of influencing the outcome of the procurement, securing the Contract or an Amendment to the Contract, or receiving 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 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 or its subcontractor 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.

10.4. Termination Without Cause.

10.4.1. Both the State and the Contractor may terminate this Contract at any time with thirty (30) days' notice in writing specifying the termination date. Such notices shall be given by personal delivery or by certified mail, return receipt requested.

10.4.2. If the Contractor terminates this Contract, any monies prepaid by the State, for which no service or benefit was received by the State, shall be refunded to the State within 5 days of the termination notice. In addition, if the Contractor terminates the Contract, the Contractor shall indemnify the State for any sanctions imposed by the funding source as a result of the Contractor's failure to complete the Contract.

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10.4.3. If the State terminates this Contact pursuant to this Section, the State shall pay the Contractor the Contract price for all Services and Materials completed up to the date of termination. In a fixed price contract, the State shall pay the amount owed for the Services or Materials by multiplying the unit of service or item cost by the number of unpaid service units or items. In a cost reimbursement contract, the ADHS shall pay for any costs that the Contractor can document as having been paid by the Contractor and approved by ADHS. In addition, the Contractor will be paid its reasonable actual costs for work in progress as determined by GAAP up to the date of termination. Upon such termination, the Contractor shall deliver to the ADHS all deliverables completed. ADHS may require Contractor to negotiate the terms of any remaining deliverables still due.

10.5. Mutual Termination. This Contract may be terminated by mutual written agreement of the parties specifying the termination date and the terms for disposition of property and, as necessary, submission of required deliverables and payment therein.

10.6. Termination for Default. The State reserves the right to terminate the Contract in whole or in part due to the failure of the Contractor to comply with any material obligation, term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. In the event the ADHS terminates the Contract in whole or in part as provided in this paragraph, the ADHS may procure, upon such terms and in such manner as deemed appropriate, Services or Materials, similar to those terminated, and Contractor shall be liable to the ADHS for any excess costs incurred by the ADHS in obtaining such similar Services or Materials.

10.7. Continuation of Performance Through Termination. Upon receipt of the notice of termination and until the effective date of the notice of termination, the Contractor shall perform work consistent with the requirements of the Contract and, if applicable, in accordance with a written transition plan approved by the ADHS. If the Contract is terminated in part, the Contractor shall continue to perform the Contract to the extent not terminated. After receiving the notice of termination, the Contractor shall immediately notify all subcontractors, in writing, to stop work on the effective date of termination, and on the effective date of termination, the Contractor and subcontractors shall stop all work.

10.8. Disposition of Property. Upon termination of this Contract, all property of the State, as defined herein, shall be delivered to the ADHS upon demand.

## 11. Arbitration

Pursuant to A.R.S. § 12-1518, disputes under this Agreement shall be resolved through the use of 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 (Title 41).


## 12. Communication

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

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

## 13. Client Grievances

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

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**14. Sovereign Immunity**

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

**15. 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.

**16. Survival of Terms After Termination or Cancellation of Contract**

All applicable Contract terms shall survive and apply after Contract termination or cancellation to the extent necessary for Contractor to complete and for the ADHS to receive and accept any final deliverables that are due after the date of the termination or cancellation.


**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. 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 18<sup>th</sup> Avenue, Suite 280, Phoenix, Arizona 85007.

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**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 15<sup>th</sup> 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. 2 CFR §200.216 PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT**

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

21.1.1. Procure or obtain;

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

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


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

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

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

**22. Technology Replacement**

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

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contract terms.

### 23. Authorization for Provision of Services

Authorization for purchase of services under this Agreement shall be made only upon ADHS issuance of a Purchase Order that is signed by an authorized agent. The Purchase Order will indicate the Agreement number and the dollar 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 of race, color, national origin, age, sex, or disability. Further, it is agreed that no individual will be turned away from or otherwise denied access to or benefit from any program or activity that is directly associated with a program of the RECIPIENT on the basis of race, color, national origin, age, sex (in educational activities) or disability.

### **25. AMERICANS WITH DISABILITIES ACT OF 1990.**

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

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

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


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

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

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

26.4 Charges to Federal awards for salaries and wages must be based on records that accurately reflect the work performed. These records must: Be supported by a system of internal control which provides reasonable assurance that the charges are accurate, allowable, and properly allocated; Be incorporated into the official records of the non-Federal entity; Reasonably reflect the total activity for which the employee




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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



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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 Unique Entity Identifier (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.

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## SCOPE OF WORK

### 1. BACKGROUND:

- 1.1. The vision of the Arizona Department of Health Services (ADHS) is “Health and Wellness for all Arizonans.” The ADHS conducts a five (5) year statewide needs assessment, the Arizona State Health Assessment (SHA), to examine key health indicators and provide a comprehensive overview of the health of Arizonans. Annual updates to the SHA are also published. ADHS published the [2019 Arizona State Health Assessment](#), which utilizes an evidence-based public health approach to improve the health and wellness of Arizona residents. Findings from the SHA inform the priorities outlined in the [2021-2025 Arizona Health Improvement Plan \(AzHIP\)](#) and guide programming within ADHS, including that under the Title V Maternal and Child Health Services Block Grant (hereafter Title V MCH Block Grant) and the Preventive Health and Health Services Block Grant. The AzHIP creates a roadmap to improve the health of Arizonans over the next five (5) years through the development of partnerships and resources to work collectively on shared health improvement goals and strategies.
- 1.2. The mission of the Bureau of Women’s and Children’s Health (BWCH) is to “strengthen the family and community by promoting and improving the health status of women, infants, and children.” The BWCH administers the federally funded Title V MCH Block Grant and Preventive Health and Health Services Block Grant, in addition to other federally funded, private, and state supported programs;
- 1.3. This IGA was initiated in July 2020 and originally only included strategies and activities funded through the Title V MCH Block Grant. In July 2022, strategies and activities funded through the Preventive Health and Health Services Block Grant were added to the IGA.

#### MCH Healthy Arizona Families Program:

- 1.4. The MCH Healthy Arizona Families Program is funded through the Title V MCH Block Grant.
- 1.5. BWCH is responsible for the implementation of the Health Resources and Services Administration (HRSA) funded Title V MCH Block Grant. Established in 1935, in Title V of the Social Security Act, the goal of the Title V MCH Block grant is to improve the health and well-being of America’s mothers, children and families including children with special health care needs by supporting and promoting the development and coordination of systems of care for the MCH population, which are family-centered, community based and culturally appropriate. The Title V MCH Block Grant has five (5) population domains which include: Women/Maternal Health, Perinatal/Infant Health, Child Health, Children with Special Health Care Needs, Adolescent Health. The sixth (6<sup>th</sup>) domain addresses Cross-Cutting and Systems Building;
- 1.6. The Title V MCH Block Grant also requires that a five (5) year statewide needs assessment be conducted and submitted as one (1) of the grant deliverables. The purpose of the Title V MCH statewide needs assessment is to identify the priority health needs and issues of Arizona’s maternal and child health populations through a collaborative and systematic data collection and analytic process with stakeholder input. This needs assessment process is guided by eight (8) overarching principles and values that include:
  - 1.6.1. Listen to those who are not traditionally involved,
  - 1.6.2. Learn from community members as well as the MCH Community,
  - 1.6.3. Honor and respect the work that others in the community and state have completed to assess the well-being of Arizona residents,
  - 1.6.4. Assess health disparities across communities including racial, socioeconomic and access,
  - 1.6.5. Use a life course development approach and address social determinants of health as a framework for planning,
  - 1.6.6. Recognize that social, political and economic policies and conditions impact health outcomes,

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- 1.6.7. Value the community as a core partner in public health and work to assure the equity in health, and
- 1.6.8. Plan, develop and evaluate programs and systems of care which are comprehensive, community-based, culturally competent, coordinated and effective.
- 1.7. The Title V MCH Block Grant uses a three-tiered National Performance Measurement Framework (Attachment A) which includes National Outcome Measures (NOMs), National Performance Measures (NPMs) and state-initiated Evidence-based or informed Strategy Measures (ESMs). The framework provides flexibility to a state in identifying the best combination of measures to address the MCH priority needs that were identified based on the findings of the Five-Year Needs Assessment (available on the ADHS website: <https://www.azdhs.gov/prevention/womens-childrens-health/reports-fact-sheets/index.php#title-v>).
- 1.8. Key populations of interest for the MCH Healthy Arizona Families Program are: infants; children and adolescents (inclusive of children and youth with special health care needs); and women of reproductive age.

#### Public Health Improvement Program:

- 1.9. The Public Health Improvement (PHI) Program is funded through the Preventive Health and Health Services Block Grant.
- 1.10. BWCH is responsible for the implementation of the Centers for Disease Control and Prevention (CDC) funded Preventive Health and Health Services Block Grant. The [Preventive Health and Health Services Block Grant Program](#) was established in 1981 through the consolidation of several previously categorical health and social service grants (e.g., emergency medical services, hypertension, home health services, health education and risk reduction, urban rodent control, and community water fluoridation). The Preventive Health and Health Services Block Grant Program provides federal funding for 61 recipients: all 50 states, the District of Columbia, 2 American Indian tribes, 5 US territories, and 3 freely associated states and is administered by CDC's Center for State, Tribal, Local, and Territorial Support.
- 1.11. The Preventive Health and Health Services Block Grant gives recipients the ability to address prioritized public health needs in their jurisdictions in collaboration with local and tribal public health agencies and organizations. Recipients set their own goals and program objectives and implement local strategies to address their prioritized public health needs related to [Healthy People 2030](#) objectives.
- 1.12. The [Preventive Health and Health Services Block Grant Measurement Framework](#) allows for standardized data collection and aggregation of the outputs, outcomes, and achievements of health departments using grant funds. The framework consists of four key measures:
  - 1.12.1. Improvement in the capacity of information systems to collect data of public health importance;
  - 1.12.2. Improvement in the efficiency or effectiveness of operations, programs, or services;
  - 1.12.3. Emerging public health needs addressed;
  - 1.12.4. Evidence-based public health interventions implemented.
- 1.13. Key populations of interest for the PHI Program are: all Arizonans.


## 2. PURPOSE:

The purpose of this IGA is to leverage partnerships between ADHS and Local County Health Departments by providing Title V MCH Block Grant and Preventive Health and Health Services Block Grant funding to support the implementation of high impact strategies that address the health priorities identified in the AzHIP, county health improvement plans (CHIPs) and 2020 Title V MCH Needs Assessment. This IGA is intended to provide flexibility to the Local County Health Department to meet the needs of local communities.

## 3. OBJECTIVES:

### MCH Healthy Arizona Families Program:

- 3.1. Counties will implement evidence-based/evidence-informed strategies at the local community level that:
  - 3.1.1. Promote and implement evidence-based or evidence-informed strategies that enhance preventive and

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primary care services for pregnant women, mothers and infants up to age one (1) for the Women/Maternal and Perinatal Infant population domains,

- 3.1.2. Promote and implement evidence-based or evidence-informed strategies that enhance preventive and primary care services for the Child Health, Adolescent Health and Children with Special Health Care Needs population domains,
- 3.1.3. Enhance family, youth, and community engagement for all five (5) population domains in the Title V MCH Block Grant, including children and families with special health care needs, and
- 3.1.4. Promote and implement evidence-based or evidence-informed strategies that enhance cross-cutting and system building infrastructure.

#### PHI Program:

3.2. Counties will implement evidence-based/evidence-informed strategies at the local community level that:

3.2.1. Promote and implement healthy community interventions that target policy, system and environmental approaches that will shape the communities in which we live, learn, work, and play; and

3.2.2. Promote and implement healthy people interventions that target individual behavior and support making healthy choices.

#### 4. SCOPE OF WORK:


MCH Healthy Arizona Families Program:

4.1. Counties can select to implement strategies within population domains and/or in National Performance Measures.

4.1.1. Population domains include:

- 4.1.1.1. Women/Maternal Health – women ages eighteen (18) to forty-four (44), before, during, and beyond pregnancy; and across the life course;
- 4.1.1.2. Perinatal/Infant Health – infants during the time surrounding childbirth, particularly three (3) months before and one (1) year after;
- 4.1.1.3. Child Health – children one (1) to ten (10) years of age;
- 4.1.1.4. Adolescent Health – young people ages ten (10) to nineteen (19) years of age;
- 4.1.1.5. Children/Youth with Special Health Care Needs – children/youth with a diverse range of needs ranging from behavioral and emotional conditions to chronic conditions, to more medically complex health issues;
- 4.1.1.6. Cross-cutting and Systems Building – priority need such as oral health, access to care, injury prevention, etc. that is related to program capacity and/or systems-building as it applies to all/any of the MCH population domains; or
- 4.1.1.7. Emerging Issues – projects and/or strategies that become prominent and are unique to a particular County, for example, reassignment of staff to address the COVID-19 pandemic or any other public health emergency, conducting focus groups to determine how to improve services for children/youth with special health care needs, etc.

4.1.2. NPMs selected by the State and identified through the findings of a five (5) year needs assessment include:

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- 4.1.2.1. NPM #1 - Well-woman visits - Percent of women, ages eighteen (18) through forty-four (44), with a preventive medical visit in the past year, and family planning services;
- 4.1.2.2. NPM #4 Breastfeeding – A) Percent of infants who are ever breastfed and B) Percent of infants breastfed exclusively through six (6) months of age;
- 4.1.2.3. **NPM #5 - Safe Sleep – A) Percent of infants placed to sleep on their backs B) Percent of infants placed to sleep on a separate approved sleep surface C) Percent of infants placed to sleep without soft objects or loose bedding;**
- 4.1.2.4. NPM #6 Developmental Screening – Percent of children, ages nine (9) through thirty-five (35) months, who received a developmental screening using a parent-completed screening tool in the past year;
- 4.1.2.5. **NPM #7 Injury Hospitalization – 7.1) Rate of hospitalization for non-fatal injury per 100,000 children, ages zero (0) through nine (9) and 7.2) Rate of hospitalization for non-fatal injury per 100,000 adolescents, ages ten (10) through nineteen (19);**
- 4.1.2.6. NPM #9 Bullying – Percent of adolescents, ages twelve (12) through seventeen (17), who are bullied or who bully others;
- 4.1.2.7. NPM #10 Adolescent well visits – Percent of adolescents, ages twelve (12) through seventeen (17), with a preventive medical visit in the past year;
- 4.1.2.8. NPM #12 Transition – Percent of adolescents with and without special health care needs, ages twelve (12) through seventeen (17), who received services necessary to make transitions to adult health care;
- 4.1.2.9. NPM #13 Preventive dental visits for pregnant women, children and adolescents – A) Percent of women who had a dental visit during pregnancy; and B) Percent of children, ages one (1) through seventeen (17), who had a preventive dental visit in the past year; and
- 4.1.2.10. **NPM #15 Adequate Insurance – Percent of children, ages zero (0) through (17), who are continuously and adequately insured;**

4.1.3. If strategies selected by the Counties do not align with the State selected NPMs listed above, BWCH in partnership with Counties will develop State Performance Measures (SPMs) as needed to measure priority needs that have not been addressed through the selected NPMs, and

4.1.4. Counties may elect to provide Family Planning Services which would qualify under NPM #1 and the Women/Maternal Health population domain:

- 4.1.4.1. Implement a clinic based reproductive health program which enhances maternal and child health;
- 4.1.4.2. Provide accessible, comprehensive education, screening and contraceptive services to underserved individuals of reproductive age; and
- 4.1.4.3. Adhere to the [ADHS Family Planning Policy and Procedure Manual](https://www.azdhs.gov/prevention/womens-childrens-health/womens-health/index.php#family-planning) (available on the ADHS website: <https://www.azdhs.gov/prevention/womens-childrens-health/womens-health/index.php#family-planning>).

4.2. This IGA offers a variety of evidence-based and evidence-based informed strategies designed to promote and positively impact the health status and outcomes of the MCH population in Arizona. Contingent upon available funding, Local County Health Departments are expected to implement at multiple levels, in accordance with local

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community needs infrastructure activities that integrate and build on each other to optimize the health improvements of the community. Counties have the option to select from a menu of evidence-based/evidence-informed strategies (Attachment B) or to propose their own evidence-based/evidence informed strategies that are identified as a need in their communities;

- 4.3. In addition, Skill Sets have been identified for each of the NPMs to support implementation and further assist with thinking not only about evidence and strategies to make change but the capacity of the workforce to carry out activities (Attachment B); and
- 4.4. Where applicable, strategies shall be inclusive of children with special health care needs. Though counties are not required to implement strategies to specifically target this population, strategies designed for children, adolescents, and families assume an integrated approach that includes this population.

#### PHI Program:

- 4.5. Under the PHI Program, the county health departments may use several strategies to support local initiatives to achieve healthy communities. As health departments often may not have dedicated funds and resources to build and strengthen their organizations, the Public Health Improvement funds allow for that flexibility within the established strategies. The funds may be used for activities to seek accreditation and reaccreditation, improve health department efficiency and effectiveness, increase performance management capacity, and enhance public health readiness activities in the face of emerging issues.
- 4.6. The County must select one (1) or more strategies from the strategic areas outlined below:
  - 4.6.1. Strategic Area: Seeking Public Health Accreditation Board (PHAB) Accreditation or Reaccreditation,
    - 4.6.1.1. Implement activities, training, and tools for the Local Health Department (LHD) to apply for PHAB accreditation; and
    - 4.6.1.2. Implement activities, training, and tools for the Local Health Department (LHD) to achieve PHAB reaccreditation sustainability;
  - 4.6.2. Strategic Area: Evaluate and Continuously Improve Processes, Programs, Quality Improvement, and Interventions Performance Management,
    - 4.6.2.1. Implement tools or training to develop or maintain a performance management system supported by leadership and management to monitor achievement of organizational objectives;
    - 4.6.2.2. Implement activities, tools, or training to develop or maintain a culture of quality improvement integrated into organizational practice, processes, and interventions; and
    - 4.6.2.3. Conduct training or capacity building with local stakeholders to support the department's and county's implementation of a quality improvement plan or quality improvement activities;
  - 4.6.3. Strategic Area: Maintain a Competent Workforce,
    - 4.6.3.1. Implement activities and training to build multidisciplinary skills needed for the health department to achieve its mission, goals, and objectives;
    - 4.6.3.2. Implement activities to build and support a health department with a supportive work environment, employee recognition, employee wellness efforts, and professional development; and
    - 4.6.3.3. Conduct activities to support the larger public health workforce of the community;
  - 4.6.4. Strategic Area: Conduct and Disseminate Assessments Focused on Population Health Status and Public Health Issues Facing the Community,



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4.6.4.1. Conduct collaborative activities with the community to develop, enhance, and disseminate the community health assessment;

4.6.5. Strategic Area: Develop Policies and Plans,

4.6.5.1. Conduct or participate in collaborative activities with the community to develop and implement the community health improvement plan;

4.6.5.2. Conduct activities to track and implement goals set in the county health improvement plan;

4.6.5.3. Complete activities to develop, implement, and maintain a strategic plan; and

4.6.5.4. Complete activities to develop, implement, and maintain an all hazards emergency operations plan;

4.6.6.Strategic Area: Health Equity,

4.6.6.1. Develop and implement strategies that address health inequity and cultural competence;

4.6.7. Strategic Area: Administrative and Management Capacity,

4.6.7.1. Develop and maintain internal health department policies and procedures for operations, human resources, information management, financial management, and management of ethical issues;

4.7. In addition, with prior approval from ADHS, the County can also use their PHI Program funding to address emerging issues:

4.7.1.1. Conduct activities to address an emerging health issue aligned with state and nationally identified emerging health issues (percentage of funds to be approved by ADHS);

## 5. EVALUATION:

5.1. Performance measures and evaluations allow the counties and ADHS to collaboratively track progress on process indicators, outcomes measures, and impacts. As part of the local evaluation plan, the counties will be responsible for measuring the short-term and intermediate outcomes. Monitoring progress on short-term outcomes provides an opportunity for the counties to make adjustments to strategies to ensure increased long-term impact. ADHS, in coordination with the counties, will be responsible for measuring the long-term and impact outcomes. Process indicators, outcomes measures, and impacts must clearly relate to the selected strategies and activities identified within each County's Annual Action Plan; and


5.2. ADHS will provide technical support to counties on selecting the appropriate indicators to measure process and outcomes as they align with the 2021-2025 Title V MCH Priorities and Performance Metrics for the MCH Healthy Arizona Families Program and as they align with the 2021-2025 AzHIP priorities and Healthy People 2030 objectives for the PHI Program.

## 6. APPROVALS:

6.1. The quarterly reports, annual action plans, annual budget workbook, and monthly CERs with receipts supporting expenses billed for in-state and out-of-state travel and equipment purchases of \$250 or more, as required and/or requested shall be approved by ADHS prior to payment reimbursement;

6.2. Upon approval of the Action Plan, any changes to the approved activities, or strategies must be resubmitted to ADHS for review and approval prior to implementation;

6.3. Any requests to provide additional information on quarterly reports will require resubmission of the report for

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ADHS review and approval prior to payment reimbursement;

- 6.4. Purchases of Capital Equipment (single item purchase of \$5,000 or more) will require approval prior to purchasing;
- 6.5. All marketing materials (the use of ADHS logo, brochures, posters, public service announcements, paid media, videos, etc.) which have been developed, written, published, or recorded by the Counties and paid for with funds from this award must be first approved by ADHS prior to the dissemination of such materials or airing or use of such announcements;
- 6.6. All County local emerging issues and related supporting documentation must be approved by ADHS prior to implementation and the percentage of funds used to conduct activities to address an emerging health issue aligned with state and nationally identified emerging health issues must be approved by ADHS prior to implementation;
- 6.7. Any evaluation or study to be conducted that involves human subjects must be approved by ADHS prior to conducting; and
- 6.8. Request approval in writing to the ADHS Block Grants Program Manager for purchases of single items of capital equipment at or above the purchase price of five thousand dollars (\$5,000.00);
  - 6.8.1. Requests can be made via email and shall include the following information:
  - 6.8.2. Type of equipment requesting to be purchased,
  - 6.8.3. Cost of equipment, and
  - 6.8.4. How the proposed purchase supports the current approved scope of work and annual action plan.

## 7. TASKS:

- 7.1. The Local County Health Department Contractor shall for the overall IGA:
  - 7.1.1. Develop and submit a separate Annual Budget Workbook for each program (Title V and Public Health Improvement), due January 15<sup>th</sup> of each year for the following year's budget period, including the federally approved indirect rate letter,
  - 7.1.2. Develop and implement an Annual Action Plan within the first forty-five (45) days of each budget period (i.e., on or before August 15<sup>th</sup>),
  - 7.1.3. Implement the selected, approved, evidence-based and/or evidence-informed strategies outlined in County Action Plans,
  - 7.1.4. Participate in all calls (monthly, bi-monthly, quarterly), technical assistance calls, webinars, meetings, and training, and
  - 7.1.5. Participate in the development of a shared comprehensive evaluation plan and report out on any performance measures related to the implementation of their activities (process and/or intermediate), or as defined by the funding sources.
- 7.2. Complete tagging and inventory of equipment in compliance with the policy in the State of Arizona Accounting Manual, <https://gao.az.gov/sites/default/files/2535%20Stewardship%20190304.pdf>;
  - 7.2.1. Submit documents to the ADHS Block Grants Program Manager pertaining to the asset, i.e., receiving papers, invoice, purchase order, receipt, etc., and



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

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

7.3.1. <https://gao.az.gov/sites/default/files/5009%20Traveler%20Responsibilities%20Draft%20200113.pdf>,  
and

7.3.2. <https://gao.az.gov/sites/default/files/5095%20Reimbursement%20Rates%20%20190102%20a.pdf>.

7.4. Food purchases for events are an allowable cost under this grant. Food costs less than \$500 per event and cumulative cost less than \$5,000 annually do not require prior approval when spent within the State of Arizona Accounting Manual policies;

7.4.1. When food costs exceed the allowable thresholds set forth in the IGA, requests to purchase food shall be required by completing the *Request for Purchase of Food* form (Attachment F) and submitting to the MCH HAF Program Manager,

7.4.1.1. Requests shall be submitted ten (10) business days prior to needing to purchase food items;

7.4.1.2. Blanket food approval requests can be submitted for approval if multiple events, of the same nature, are reoccurring. The request shall indicate the number of events that will be held during the year and number of people attending; and

7.4.1.3. No food shall be purchased or reimbursed until the form has been approved and signed by the ADHS Block Grants Program Manager.

7.4.2. Purchases shall follow the Food and Beverages policy outlined in the State of Arizona Accounting Manual, <https://gao.az.gov/sites/default/files/8010%20Food%20and%20Beverages%20at%20State-sponsored%20Events%20181113.pdf>, which includes but is not limited to:

7.4.2.1. Food provided must not exceed the allowable ADHS per person, per diem meal rates.

7.4.3. Justification for providing food at events requires but is not limited to:

7.4.3.1. How providing food serves a valid public purpose and does not violate the “gift clause”,

7.4.3.2. Is an integral part of the function, and

7.4.3.3. Benefits to the community.


7.4.4. A speaker/presentation during the time the meal is provided is required, and

7.4.5. Food provided should be healthy items. Please see the ADHS Healthy Meeting Policy for further guidance on nutritional guidelines for events/meetings:  
<https://azdhs.gov/documents/prevention/nutrition-physical-activity/healthy-meeting-policy.pdf>.

7.5. Comply with all federal reporting requirements;

7.6. At least one (1) Program Manager or coordinator from each of the MCH HAF IGA programs must be in attendance at the Annual HPHC/MCH HAF IGA Summit;

7.7. Counties implementing Family Planning Programs with MCH Healthy Arizona Families Program funding shall abide by all standards and protocols outlined in the Family Planning Policies & Procedures manual (Available here: <https://www.azdhs.gov/prevention/womens-childrens-health/womens-health/index.php#family-planning>);


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and

- 7.8. County program staff implementing strategies in this IGA will be required to participate in a one-time MCH HAF IGA orientation webinar, date to be determined.
- 7.9. ADHS will provide:
  - 7.9.1. Review, feedback, and approval of the Annual Action Plan(s) within thirty (30) days of submitting,
  - 7.9.2. Review, feedback, and approval of the annual Budgets Workbooks, CERs and Supporting Documentation within thirty (30) days of submission,
  - 7.9.3. Feedback, technical assistance, and training to support the approved Annual Action Plan(s), Annual Budget, Quarterly Reporting, and Supporting Documentation,
  - 7.9.4. Samples of evidence-based and/or evidence-informed strategies and supporting resources,
  - 7.9.5. A Quarterly Reporting template upon execution of the IGA,
  - 7.9.6. The Annual Action Plan template upon execution of the IGA,
  - 7.9.7. Annual Budget Workbook and CER templates upon execution of the IGA,
  - 7.9.8. Outcome Measures and examples of process or intermediate performance measures, as needed,
  - 7.9.9. Access to virtual technical assistance and guidance from ADHS staff, Local County Health Department peers/mentors, and subject matter experts related to the strategies for which the County has received funding, and
  - 7.9.10. Coordinate and conduct annual Contractor site visits.

#### **8. STATE PROVIDED ITEMS:**

- 8.1. Attachment A – Maternal and Child Health National Performance Measures Framework;
- 8.2. Attachment B – Evidence-Based/Evidence-Informed Strategies for MCH Domains;
- 8.3. Attachment C – Contractor Expenditure Report (CER);
- 8.4. Attachment D – Financial Supporting Documentation;
- 8.5. Attachment E – Line Item Budget Move Request;
- 8.6. Attachment F – Request for Purchase of Food;
- 8.7. Attachment G – Emerging Issues Approval Process;
- 8.8. Upon execution of IGA:
  - 8.8.1. Action Plan Template,
  - 8.8.2. Quarterly Report Template,
  - 8.8.3. Contractor Expenditure Report (CER) template, and

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8.8.4. Budget Workbook Template.


## 9. RESTRICTIONS:

9.1. Funds cannot be used for any of the following:

- 9.1.1. Lobbying activities, including the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government,
- 9.1.2. Inpatient services,
- 9.1.3. Cash payments to intended service recipients of health services,
- 9.1.4. The purchase or improvements of land; the purchase, construction or permanent improvement (other than minor remodeling) of any building or other facility; or the purchase of major medical equipment – unless the ADHS has obtained a waiver from the Secretary of DHHS,
- 9.1.5. Satisfying any requirements for the expenditure of non-federal funds as a condition for the receipt of federal funds,
- 9.1.6. Providing funds for research or training (or other financial assistance) to any entity other than a public or non-profit private entity, and
- 9.1.7. Payment for any item of service (other than an emergency item or service) furnished by or at the medical direction or prescription of an ineligible or uncertified individual or entity.

## 10. DELIVERABLES:

- 10.1. Annual Action Plan within the first forty-five (45) days of each budget period;
- 10.2. Contractor Expenditure Report (CER) to ADHS, due thirty (30) days following each month of services.
  - 10.2.1. Receipts supporting expenses billed for any in-state/out-of-state travel and equipment purchases of \$250 or more are to also be submitted, and
  - 10.2.2. Upon request from ADHS, all receipts supporting expenses billed for a selected CER shall be submitted for review.
- 10.3. Written Quarterly Reports, due thirty (30) days after each quarter end (Q1: July – September; Q2: October – December; Q3: January – March; and Q4: April – June);
- 10.4. A final CER invoice no later than forty-five (45) days following the end of each contract year;
- 10.5. Annual Budget Workbook due by January 15th, for the next year's fiscal period;
- 10.6. MCH Healthy Arizona Families Program ONLY: Family Planning Programs funded through this IGA will submit monthly data into the Title V Family Planning Database as outlined in the policies and procedures manual.
- 10.7. Submit monthly CERs (Attachment C) and maintain sufficient documentation in the form of receipts in support of expenses incurred for any purchases that are being claimed for reimbursement or applied as match dollars to a budget (Attachment D),
  - 10.7.1. Supporting documentation shall be kept by the Contractor and does NOT need to be submitted with

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quarterly CERs with the exception of travel documentation (in-state and out-of-state) and single purchases of equipment exceeding \$250, and

10.7.2. Documentation supporting all expenses being billed shall be provided as requested by ADHS.

10.8. Provide the **ADHS Block Grants** Program Manager with contact information of all program staff funded under this IGA within thirty (30) days of IGA execution to include:

10.8.1. Name, title, email address and phone numbers,

10.8.2. Staff Resumes, and

10.8.3. Program area assigned.

10.9. Submit to the **ADHS Block Grants** Program Manager all staffing and programmatic changes within fifteen (15) days providing information outlined in 10.8;

10.10. Request to transfer budget amounts between line items, exceeding twenty-five percent (25%) of total annual budget or to a non-funded line item, will require a revised budget be submitted to the **ADHS Block Grants** Program Manager and an IGA amendment issued by ADHS Procurement; and

10.11. Submit brochures, posters, public service announcements, paid media, videos, sponsorships, etc., to be paid for with funds from this IGA prior to development and use.


#### **11. NOTICES, CORRESPONDENCE, REPORTS, AND INVOICES:**

11.1. Notices, correspondence, reports, supporting documentation, and invoices/CERs from the County contractors to ADHS shall be sent to:

Alison Lucas  
Block Grants Program Manager  
Arizona Department of Health Services  
150 N. 18th Avenue  
Phoenix, AZ 85007-3242  
Email: [alison.lucas@azdhs.gov](mailto:alison.lucas@azdhs.gov)

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

Genevieve Ennis  
Pinal County  
PO BOX 1348  
Florence, AZ 85132  
Email: [genevieve.ennis@pinal.gov](mailto:genevieve.ennis@pinal.gov)

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**PRICE SHEET**  
**July 1, 2022 - June 30, 2023**

**Program: MCH Healthy Arizona Families**  
Federal Funding: Title V Maternal and Child Health Services Block Grant


Account Classification	Line Item Totals
Personnel	\$ 70,000.00
Employee Related Expenses	\$ 28,000.00
Professional & Outside Services	\$ 15,000.00
Travel Expenses	\$ 3,499.00
Occupancy Expenses	\$ 0.00
Other Operating Expenses	\$ 25,812.00
Capital Outlay Expenses	\$ 0.00
Indirect Cost Expenses (if authorized)	\$ 9,800.00
<b>Total Contract Amount (Not to Exceed)</b>	<b>\$ 152,111.00</b>

**Program: Public Health Improvement (PHI) Program**  
Federal Funding: Preventive Health and Health Services Block Grant

Account Classification	Line Item Totals
Personnel	\$ 0.00
Employee Related Expenses	\$ 0.00
Professional & Outside Services	\$ 70,000.00
Travel Expenses	\$ 0.00
Occupancy Expenses	\$ 0.00
Other Operating Expenses	\$ 4,268.00
Capital Outlay Expenses	\$ 0.00
Indirect Cost Expenses (if authorized)	\$ 0.00
<b>Total Contract Amount (Not to Exceed)</b>	<b>\$ 74,268.00</b>

The County is authorized to transfer up to a maximum of twenty-five percent (25%) of the total budget amount between line items.

Transfers exceeding twenty-five percent (25%) or to a non-funded line item shall require an amendment.

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**Exhibit A - 2 CFR 200.332**

**§ 200.332**

**Requirements for pass-through entities.**

**All pass-through entities must:**

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

**Prime Awardee:**

**UEI #**

**Arizona Department of Health Services**

**QMWUG1AMYF65**

**Federal Award Identification (Grant Number):**

**6 B04MC45199-01-01**

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

**Pinal County**

**Subrecipient's unique entity identifier (UEI #):**

**GX4FM9VQD7W3**

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

**B0445199**

**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;**

**12/15/2021**

**Subaward Period of Performance Start and End Date;**

**07/01/2022-06/30/2023**

**Subaward Budget Period Start and End Date:**

**07/01/2022-06/30/2023**

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

**\$89,352.45**

**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):**


**N/A**

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


**\$152,111.00**

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

**Maternal and Child Health Services**

	<p align="center"><b>INTERGOVERNMENTAL AGREEMENT (IGA)</b> <b>Amendment</b></p>		<p><b>ARIZONA DEPARTMENT OF HEALTH SERVICES</b> 150 18<sup>th</sup> Ave Suite 530 Phoenix, Arizona 85007</p>
	<p>Contract No.: <b>CTR055262</b></p>	<p>IGA Amendment No: <b>2</b></p>	<p>Procurement Officer <b>Diana Landeros</b></p>

<p>Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity</p>	<p><u>Health Resources and Services Administration</u></p>
<p>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:</p>	<p><u>93.994 - Maternal and Child Health Services Block Grant to the States</u></p>
<p>Identification of whether the award is R&amp;D</p>	<p><u>No</u></p>
<p>Indirect cost rate for the Federal award (including if the de minimis rate is charged) per § 200.414</p>	<p><u>6.9%</u></p>

	<p style="text-align: center;"><b>INTERGOVERNMENTAL AGREEMENT (IGA)</b> <b>Amendment</b></p>		<p><b>ARIZONA DEPARTMENT OF HEALTH SERVICES</b> 150 18<sup>th</sup> Ave Suite 530 Phoenix, Arizona 85007</p>
	Contract No.: <b>CTR055262</b>	IGA Amendment No: <b>2</b>	Procurement Officer <b>Diana Landeros</b>

**Exhibit B - 2 CFR 200.332**

**§ 200.332**

**Requirements for pass-through entities.**

**All pass-through entities must:**

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

**Prime Awardee:**

**UEI #**

**Arizona Department of Health Services**

**QMWUG1AMYF65**

Federal Award Identification (Grant Number):

**TBD**

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

**Pinal County**

Subrecipient's unique entity identifier (UEI #):

**GX4FM9VQD7W3**

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

**TBD**

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

**TBD**

Subaward Period of Performance Start and End Date;

**07/01/2022-06/30/2023**

Subaward Budget Period Start and End Date:

**07/01/2022-06/30/2023**

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

**\$62,758.55**

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):

**N/A**


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

**\$152,111.00**


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

**Maternal and Child Health Services**



	<p align="center"><b>INTERGOVERNMENTAL AGREEMENT (IGA)</b></p> <p align="center"><b>Amendment</b></p>		<p><b>ARIZONA DEPARTMENT OF HEALTH SERVICES</b>  150 18<sup>th</sup> Ave Suite 530  Phoenix, Arizona 85007</p>
	Contract No.: <b>CTR055262</b>	IGA Amendment No: <b>2</b>	Procurement Officer <b>Diana Landeros</b>

Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity	<u>Health Resources and Services Administration</u>
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:	<u>93.994 - Maternal and Child Health Services Block Grant to the States</u>
Identification of whether the award is R&D	<u>No</u>
Indirect cost rate for the Federal award (including if the de minimis rate is charged) per § 200.414	<u>6.9%</u>

	<p style="text-align: center;"><b>INTERGOVERNMENTAL AGREEMENT (IGA)</b> <b>Amendment</b></p>		<p><b>ARIZONA DEPARTMENT OF HEALTH SERVICES</b> 150 18<sup>th</sup> Ave Suite 530 Phoenix, Arizona 85007</p>
	Contract No.: <b>CTR055262</b>	IGA Amendment No: <b>2</b>	Procurement Officer <b>Diana Landeros</b>

**Exhibit C - 2 CFR 200.332**

**§ 200.332**

**Requirements for pass-through entities.**

**All pass-through entities must:**

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

**Prime Awardee:**

**UEI #**

**Arizona Department of Health Services**

**QMWUG1AMYF65**

Federal Award Identification (Grant Number):

**1 NB01OT009394-01-00**

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):

**NB01OT009394**

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

**08/30/2021**

Subaward Period of Performance Start and End Date;

**07/01/2022-06/30/2023**

Subaward Budget Period Start and End Date:

**07/01/2022-06/30/2023**

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

**\$18,567.00**

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):


**N/A**

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

**\$74,268.00**

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

**Preventive Health and Health Services Block Grant**

	<p align="center"><b>INTERGOVERNMENTAL AGREEMENT (IGA)</b></p> <p align="center"><b>Amendment</b></p>		<p><b>ARIZONA DEPARTMENT OF HEALTH SERVICES</b>  150 18<sup>th</sup> Ave Suite 530  Phoenix, Arizona 85007</p>
	Contract No.: <b>CTR055262</b>	IGA Amendment No: <b>2</b>	Procurement Officer <b>Diana Landeros</b>

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:	93.991 - Preventive Health and Health Services Block Grant
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	0%


	<b>INTERGOVERNMENTAL AGREEMENT (IGA)</b> <b>Amendment</b>		<b>ARIZONA DEPARTMENT OF HEALTH SERVICES</b> 150 18 <sup>th</sup> Ave Suite 530 Phoenix, Arizona 85007
	Contract No.: <b>CTR055262</b>	IGA Amendment No: <b>2</b>	Procurement Officer <b>Diana Landeros</b>

Exhibit D - 2 CFR 200.332	
<b>§ 200.332</b> <b>Requirements for pass-through entities.</b> <b>All pass-through entities must:</b> <b>(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.</b>	
Prime Awardee:	Arizona Department of Health Services
UEI #	QMWUG1AMYF65
Federal Award Identification (Grant Number):	TBD
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):	TBD
Federal Award Date (see the definition of Federal award date in § 200.1 of this part) of award to the recipient by the Federal agency;	TBD
Subaward Period of Performance Start and End Date;	07/01/2022-06/30/2023
Subaward Budget Period Start and End Date:	07/01/2022-06/30/2023
Amount of Federal Funds Obligated by this action by the pass-through entity to the subrecipient (this is normally the contract amount):	\$55,701.00
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):	N/A
Total Amount of the Federal Award committed to the subrecipient by the pass-through entity	\$74,268.00
Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA)	Preventive Health and Health Services Block Grant



# INTERGOVERNMENTAL AGREEMENT (IGA) Amendment

**ARIZONA DEPARTMENT OF  
HEALTH SERVICES**  
150 18<sup>th</sup> Ave Suite 530  
Phoenix, Arizona 85007

Contract No.: **CTR055262**

IGA Amendment No: **2**

Procurement Officer  
**Diana Landeros**

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:

93.991 - Preventive Health and Health Services Block Grant

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

0%



AGENDA ITEM

August 24, 2022 ADMINISTRATION BUILDING A  
FLORENCE, ARIZONA

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**REQUESTED BY:**

**Funds #:**

**Dept. #:**

**Dept. Name:** Clerk of the Board

**Director:** Natasha Kennedy

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**BRIEF DESCRIPTION OF AGENDA ITEM AND REQUESTED BOARD ACTION:**

Meeting Notice of Posting

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

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

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**MOTION:**

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History	Who	Approval
Time		

---

**ATTACHMENTS:**

Click to download

☐ [Notice of Posting](#)



## MEETING NOTICE OF POSTING

STATE OF ARIZONA

COUNTY OF PINAL

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

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

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

Pursuant to A.R.S. 38-431.02 notice is hereby given that the Pinal County Board of Supervisors and Pinal County Board of Directors will hold a Regular meeting on **Wednesday, August 24, 2022 at 9:30 a.m.** in the Board Hearing Room, 1891 Historic Courthouse, Administrative Complex, located at 135 N. Pinal Street, Florence, Arizona 85132.

Board Meetings are broadcasted live and the public may access the meeting at <https://www.pinalcountyz.gov/bos/Pages/LiveStreaming.aspx>

Board Agendas are available at <https://pinal.novusagenda.com/AgendaPublic/>

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](mailto:ClerkoftheBoard@pinal.gov) for information about Board meeting participation.


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

I hereby further certify that I caused to be posted this Friday, August 19, 2022, around 11:00 AM the Regular 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 Meetings located at [www.pinal.gov](http://www.pinal.gov)
3. Emailed the NOVUS Agenda Distribution List and Clerk of the Board Notification Distribution List

**WITNESS** my official signature and corporate seal of Pinal County, Arizona this 19<sup>th</sup> day of August, 2022.



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

CLERK OF THE BOARD OF SUPERVISORS

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