

**DRAFT**



**DRAFT**

NOTICE OF PUBLIC MEETING AND EXECUTIVE SESSION  
PINAL COUNTY PUBLIC HEALTH SERVICES DISTRICT  
BOARD OF DIRECTORS  
AGENDA

Wednesday, September 4, 2024

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 Minutes from July 3, 2024, and August 7, 2024, Board of Directors Public Health Services District Meetings. (Natasha Kennedy)
- \* B. Discussion/approval/disapproval of Amendment No. Three (3) to Intergovernmental Agreement Contract No. CTR060272 with Arizona Department of Health Services for Immunization Services. This amendment extends the existing Programs term through June 30, 2025, and adds the new Bridge Access Program for \$450,127 through December 31, 2025. The Public Health Services District will use the Bridge Access Program grant for, but not limited, to the following: staffing, materials/supplies, equipment, and travel related to efforts to successfully vaccinate uninsured adults within the community. There is no impact on the General Fund. (Carey Lennon/Merissa Mendoza)
- \* C. Discussion/approval/disapproval of Internship Site Agreement between Aspen University and Pinal County Public Health Services District, through the Pinal County Board of Supervisors to provide internship opportunities for students of Aspen University. The term of this agreement commences upon signature of the agreement, and concludes December 31, 2024. There is no funding or match amount for this agreement. There is no impact to the General Fund. (Steven Ortiz/Merissa Mendoza)

**ADJOURNMENT**

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

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

The Board may go into Executive Session for the purpose of obtaining legal advice from the County's

Attorney(s) on any of the above agenda items pursuant to A.R.S. 38-431.03(A)(3).

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

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

Meeting Notice of Posting



# PINAL COUNTY

WIDE OPEN OPPORTUNITY

## AGENDA ITEM

September 4, 2024 ADMINISTRATION BUILDING A  
FLORENCE, ARIZONA

**REQUESTED BY:**

**Funds #:**

**Dept. #:**

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

**Director:** Natasha Kennedy

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

Discussion/approval/disapproval of Minutes from July 3, 2024, and August 7, 2024, Board of Directors Public Health Services District Meetings. (Natasha Kennedy)

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

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

**MOTION:**

Approve as presented.

History	Who	Approval
Time		

**ATTACHMENTS:**

Click to download
<input type="checkbox"/> <a href="#">Minutes PHSD 07.03.2024</a>
<input type="checkbox"/> <a href="#">Minutes PHSD 08.07.2024</a>



# **PINAL COUNTY**

WIDE OPEN OPPORTUNITY

**PINAL COUNTY PUBLIC HEALTH SERVICES DISTRICT  
BOARD OF DIRECTORS  
MINUTES  
Wednesday, July 3, 2024  
11:30 AM**

**BOARD OF DIRECTORS**

**Chairman Mike Goodman**  
Director, District 2

**Vice-Chairman Jeffrey McClure**  
Director, District 4

**Kevin Cavanaugh**  
Director, District 1

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

**Jeff Serdy**  
Director, District 5

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



**All Presentations are attached to the Agenda at:**  
[Click Here to View the Public Health Services District Agenda](#)

**and a Video Recording of this meeting can be viewed at:**  
[Click Here to View Video Recording](#)

The Pinal County Public Health Services District Board of Directors convened at 11:30 a.m. this date. The meeting was called to order by Chairman Goodman.

**Members Present:** Chairman Mike Goodman; Vice-Chairman Jeffrey McClure; Director Kevin Cavanaugh; Director Jeff Serdy

**Members Present Telephonically:** Director Stephen Q. Miller

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

(1) **CONSENT ITEMS:**

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

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

**Item Action: Approved Consent Agenda Items A and B of the Public Health Services District Agenda**

Motion Made By: Supervisor McClure

Seconded By: Supervisor Cavanaugh

To approve Consent Agenda Items A and B of the Public Health Services District Agenda.

Motion Passed

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

Chairman Goodman confirmed for the Record, Supervisor Miller voted in favor.

- \* A. Discussion/approval/disapproval of Minutes from June 5, 2024, and June 19, 2024, Board of Directors Public Health Services District Meetings. (Natasha Kennedy)
- \* B. Discussion/approval/disapproval of the agreement between Central Arizona College and Pinal County, through the Pinal County Board of Supervisors beginning March 31, 2024, ending March 31, 2029. There is no funding or match amount for this agreement. This agreement will be used by Public Health (All Divisions) to provide clinical practicum and/or internship/externship experience to college students. (Carey Lennon/Merissa Mendoza)

**11:31 a.m.** – Chairman Goodman adjourned the July 3, 2024, Pinal County Public Health Services District Board of Directors Meeting and reconvened the Pinal County Board of Supervisors Meeting.

**PINAL COUNTY  
PUBLIC HEALTH SERVICES DISTRICT  
BOARD OF DIRECTORS**

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Mike Goodman, 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: September 4, 2024



# **PINAL COUNTY**

WIDE OPEN OPPORTUNITY

**PINAL COUNTY PUBLIC HEALTH SERVICES DISTRICT  
BOARD OF DIRECTORS  
MINUTES  
Wednesday, August 7, 2024  
11:18 AM**

**BOARD OF DIRECTORS**

**Chairman Mike Goodman**  
Director, District 2

**Vice-Chairman Jeffrey McClure**  
Director, District 4

**Kevin Cavanaugh**  
Director, District 1

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

**Jeff Serdy**  
Director, District 5

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

**All Presentations are attached to the Agenda at:  
[Click Here to View the Public Health Services District Agenda](#)**

**and a Video Recording of this meeting can be viewed at:  
[Click Here to View Video Recording](#)**

The Pinal County Public Health Services District Board of Directors convened at 11:18 a.m. this date. The meeting was called to order by Chairman Goodman.

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

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

**(1) CONSENT ITEMS:**

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

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

**Item Action: Approved Consent Agenda Items A through F of the Public Health Services District Agenda**

**Motion Made By: Supervisor Miller**

**Seconded By: Supervisor McClure**

**To approve Consent Agenda Items A through F of the Public Health Services District Agenda.**

**Motion Passed**

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

- \* A. Discussion/approval/disapproval of Intergovernmental Agreement Amendment #2 between Pinal County Public Health Services District and University of Arizona for Infectious Disease Case Investigation Services. This agreement will last for the duration of six months beginning from August 16, 2024, to February 14, 2025. (Kore Redden/Merissa Mendoza)
- \* B. Discussion/approval/disapproval of Intergovernmental Agreement between Thunderbird Fire District and Pinal County Public Health Services District, through Pinal County Board of Supervisors for the placement and operation of a mobile cooling center, beginning July 3, 2024, ending September 30, 2025. There is no funding or match amount for this agreement. There is no impact to the General Fund. (Kore Redden/Merissa Mendoza)
- \* C. Discussion/approval/disapproval of Contract No. CTR055218 Amendment No. 4 under the Public Health Emergency Preparedness Program between Arizona Department of Health Services and Pinal County Public Health Services District, through the Pinal County Board of Supervisors beginning July 1, 2024, ending June 30, 2025, for \$509,137. A 10% match is required. The grant will be used by Public Health to meet or exceed the requirements of the CDC's Operational Readiness Review and improve preparedness in the event of any public health emergency. This contract is part of the annual Public Health Services District budget. There is no impact to the General Fund. (Kore Redden/Merissa Mendoza)

- \* D. Discussion/approval/disapproval of a retroactive approval to submit a grant application to the National Children's Alliance 2025 Domestic Trafficking Victims Fund grant program for \$29,996. This grant will be used by Pinal County Public Health Services District's Family Advocacy Centers for training of staff and the multidisciplinary team. The application submission deadline is August 2, 2024. There is no impact to the General Fund. (Melody Lenhardt/Merissa Mendoza)
  
- \* E. Discussion/approval/disapproval of Amendment No. 2 of Award Agreement No. CTR063850 under the Arizona Prescription Drug Overdose Prevention Program grant between the Arizona Department of Health Services and Pinal County, through the Pinal County Board of Supervisors beginning September 30, 2023, ending September 29, 2024, for \$50,000. This grant will be used by the department to maintain an Overdose Fatality Review Team. This multidisciplinary team reviews the circumstances surrounding overdose deaths within Pinal County, and makes systems and policy recommendations aimed at decreasing overdoses. A pro-rated amount was adopted in the FY23/24 budget. The remaining amount will be budgeted in FY 24/25. There is no impact to the General Fund. (Jan Vidimos/Merissa Mendoza)
  
- \* F. Discussion/approval/disapproval of Affiliation Agreement between Maricopa County Department of Public Health and Pinal County Public Health Services District, through the Pinal County Board of Supervisors for the Dietetic Internship Program. The term of this agreement commences July 1, 2024, and concludes June 30, 2034. There is no funding or match amount for this agreement. There is no impact to the General Fund. (Steven Ortiz/Merissa Mendoza)

**11:20 a.m.** – Chairman Goodman adjourned the August 7, 2024, Pinal County Public Health Services District Board of Directors Meeting and reconvened the Pinal County Board of Supervisors Meeting.

**PINAL COUNTY  
PUBLIC HEALTH SERVICES DISTRICT  
BOARD OF DIRECTORS**

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Mike Goodman, 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: September 4, 2024



# PINAL COUNTY

WIDE OPEN OPPORTUNITY

## AGENDA ITEM

September 4, 2024 ADMINISTRATION BUILDING A  
FLORENCE, ARIZONA

### REQUESTED BY:

**Funds #:** 82

**Dept. #:** 359

**Dept. Name:** PUBLIC HEALTH

**Director:** MERISSA MENDOZA

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

Discussion/approval/disapproval of Amendment No. Three (3) to Intergovernmental Agreement Contract No. CTR060272 with Arizona Department of Health Services for Immunization Services. This amendment extends the existing Programs term through June 30, 2025, and adds the new Bridge Access Program for \$450,127 through December 31, 2025. The Public Health Services District will use the Bridge Access Program grant for, but not limited, to the following: staffing, materials/supplies, equipment, and travel related to efforts to successfully vaccinate uninsured adults within the community. There is no impact on the General Fund. (Carey Lennon/Merissa Mendoza)

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

The HHS Bridge Program will be administered in conjunction with the Vaccines for Adults (VFA) program, which the county is already enrolled in. This program has no impact on the General Fund.

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

The goal of this program is to help ensure uninsured and underinsured adults continue to have access to no-cost COVID-19 vaccinations in Pinal County.

### MOTION:

Approve as presented.

#### History

Time	Who	Approval
8/22/2024 11:27 AM	County Attorney	Yes
8/26/2024 7:11 AM	Grants/Hearings	Yes
8/27/2024 12:03 PM	Budget Office	Yes
8/27/2024 5:10 PM	County Manager	Yes
8/28/2024 9:52 AM	Clerk of the Board	Yes

<b>ATTACHMENTS:</b>
<b>Click to download</b>
<input type="checkbox"/> <a href="#">BOS Grant Request</a>
<input type="checkbox"/> <a href="#">CTR060272 A3</a>
<input type="checkbox"/> <a href="#">CTR060272 A2</a>
<input type="checkbox"/> <a href="#">CTR060272 A1</a>
<input type="checkbox"/> <a href="#">CTR060272 Original 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 \_\_\_\_\_





# INTERGOVERNMENTAL AGREEMENT (IGA) Amendment

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

Contract No.:  
**CTR060272**

IGA Amendment No.: Three (3)

Procurement Officer  
**Kailee Gray**

## IMMUNIZATION 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 Changes Orders, the following revision is made under this Amendment Three (3):
  - 1.1. The Price Sheet is hereby revised and replaced; and
  - 1.2. Exhibit Six (6) is hereby revised and replaced.

ALL CHANGES ARE REFLECTED IN **RED**

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

**Pinal County Health Services District**

Contractor Name: \_\_\_\_\_

\_\_\_\_\_ Authorized Signature

**971 North Jason Lopez Circle, Bldg. D**

\_\_\_\_\_ Print Name

Address: \_\_\_\_\_

<b>Florence</b>	<b>AZ</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 \_\_\_\_\_ 2024.

Print Name \_\_\_\_\_

Procurement Officer

Contract No.: **CTR060272**, which is an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952 by the undersigned Assistant Attorney, who has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

Signature \_\_\_\_\_ Date \_\_\_\_\_

Assistant Attorney General

Print Name \_\_\_\_\_



## INTERGOVERNMENTAL AGREEMENT (IGA) Amendment

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

Contract No.:  
**CTR060272**

IGA Amendment No.: Three (3)

Procurement Officer  
**Kailee Gray**

### Price Sheet

Activity	Frequency	Unit Rate	Unit of Measure	Total
Total Personnel/ERE; Salary/Fringe – May claim only salary and fringe benefits for immunization program staff/other staff who work to meet contract requirements	Yearly	N/A	Total	UP TO \$4,221,762.00
Supplemental flu vaccination activities. (SAIF Funds)	As needed by June 30, 2025	N/A	Total	Not to exceed allocation= \$175,000 (minus any payout from previous contract)
Improve vaccine cold storage capacity; increase capacity for data entry and reminder recall activities (IDEAS Funds)	As needed by June 30, 2025	N/A	Total	Not to exceed allocation= \$125,000 (minus any payout from previous contract)
Enhance VFC/COVID-19 activities (VIP Funds)	As needed by June 30, 2025	N/A	Total	Not to exceed allocation= \$84,200 (minus any payout from previous contract)
IZCOVID4 COVID-19 Vaccination Equity Funding (Equity Funds)	As needed by June 30, 2025	N/A	Total	Not to exceed allocation= \$3,387,435.00 (minus any payout from previous contract)
Bridge Access Program Administration Fee and operating costs for COVID-19 Vaccine to uninsured adults	As needed by <b>June 30, 2025</b>	N/A	Total	Not to exceed allocation= \$450,127.00 (specific to county)

\*Prices may be reviewed and adjusted annually over the term of the Agreement



# INTERGOVERNMENTAL AGREEMENT (IGA) Amendment

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

Contract No.:  
**CTR060272**

IGA Amendment No.: Three (3)

Procurement Officer  
**Kailee Gray**

### Exhibit Six (6)

### Bridge Access Program

Exhibit - 2 CFR 200.332

"§ 200.332

Requirements for pass-through entities.

All pass-through entities must:

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

Prime Awardee:

Arizona Department of Health Services

UEI #

QMWUG1AMYF65

Federal Award Identification (Grant Number):

6 NH23IP922599-05-01

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):

NH23IP922599

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

08/01/2023

Subaward Period of Performance Start and End Date;

07/01/2019 – 06/30/2025

Subaward Budget Period Start and End Date:

08/29/2023 – 06/30/2025

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

\$450,127.00



**INTERGOVERNMENTAL AGREEMENT (IGA)  
Amendment**

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

Contract No.:  
**CTR060272**

IGA Amendment No.: Three (3)

Procurement Officer  
**Kailee Gray**

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

**\$8,426,507.00**

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

**\$8,426,507.00**

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

**CDC-RFA-IP19-1901 Immunizations  
Vaccines for Children**

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

**Centers for Disease Control and  
Prevention**

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

**93.268 Immunization Cooperative  
Agreement**

Identification of whether the award is R&D

**NO**

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

**10%**





**INTERGOVERNMENTAL AGREEMENT (IGA)  
Amendment**

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

Contract No.: CTR060272

IGA Amendment No.: Two (2)

Procurement Officer  
**Nathaniel Thomas**

**IMMUNIZATION SERVICES**

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

1. Pursuant to the Terms and Conditions, Provision Four (4) Contract Administration and Operation, Section 4.2. Contract Renewal, the following changes are made under this Amendment One (1):
  - 1.1. The Agreement is hereby extended through **06/30/2025**.
2. 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 One (1):
  - 2.1. The Scope of Work is hereby revised and replaced;
  - 2.2. The Price Sheet is hereby revised and replaced;
  - 2.3. Exhibit Two (2) is hereby revised and replaced;
  - 2.4. Exhibit Three (3) is hereby revised and replaced;
  - 2.5. Exhibit Four (4) is hereby revised and replaced;
  - 2.6. Exhibit Five (5) is hereby revised and replaced; and
  - 2.7. Exhibit Six (6) is added.

ALL CHANGES ARE MARKED BELOW IN **RED**

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

**Pinal County**

Contractor Name:  
971 N. Jason Lopez Circle, Bldg. D  
Address:  
Florence AZ 85132  
City State Zip

  
County Authorized Signature  
**Mike Goodman**  
Print Name  
**Chairman 02/07/2024**  
Title and Date

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

This Intergovernmental Agreement Amendment shall be effective the date indicated. The Public Agency is hereby cautioned not to commence any billable work or provide any material, service or construction under this IGA until the IGA has been executed by an authorized ADHS signatory.

State of Arizona



**INTERGOVERNMENTAL AGREEMENT (IGA)**  
**Amendment**

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

Contract No.: CTR060272

IGA Amendment No.: Two (2)

Procurement Officer  
**Nathaniel Thomas**

Signature <i>Anne Froedge</i> Date <i>1/29/24</i>	Signed this _____ day of _____ 2024.
<i>Anne Froedge</i>	
Print Name	Procurement Officer
Contract No.: <u>CTR060272</u> , 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	

	<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.: CTR060272	IGA Amendment No.: Two (2)	Procurement Officer <b>Nathaniel Thomas</b>

**Scope of Work**

**1. Background**

The Arizona Immunization Program Office (AIPO) has contracted with County Health Departments (Contractor) since 1993 to provide immunization-related services. The Scope of Services reflects activities necessary to reach the national immunization goals and objectives outlined by the Centers for Disease Control and Prevention (CDC) and the [U.S. Department of Health and Human Services Healthy People website](#). All objectives and related activities identified in this Scope of Services include the Contractor as well as all public health entities involved with immunizations within the Contractor's jurisdiction.

**2. Objective**

- 2.1 Enhance program stewardship and accountability for all publicly-purchased vaccine in support of the Vaccines for Children Program (VFC) and the Vaccines for Adults Program (VFA);
- 2.1 Provide vaccines to children and adults in accordance with recommendations of the CDC Advisory Committee on Immunization Practices (ACIP);
- 2.2 Assess and improve immunization coverage levels for children and adults;
- 2.3 Assure access to vaccines for eligible populations in Arizona; and
- 2.4 Prevent and control Vaccine-Preventable Diseases (VPD).

**3. Scope of Service**

The services shall be provided throughout the Contractor's jurisdiction. The Tasks described herein are provided to outline the services required and shall not be considered to be either comprehensive or restrictive to innovation or creativity on the part of the Contractor in the preparation of the work plan. The tasks, activities and deliverables shall be performed according to the state fiscal funding year of July - June.

**4. Tasks**

The Contractor shall provide:

- 4.1.1 Activity One (1) - VPD Outbreak and Pandemic Preparedness
  - 4.1.2 The Contractor shall assist in VPD outbreaks and pandemic responses in coordination with equivalent county public health preparedness programs and other relevant partners. Immunization staff will contribute, when asked, to the development or revision of county public health preparedness program response plans. Preparedness activities may include mass vaccination exercises, identification of priority groups and hard-to-reach populations for immunization, and identification of critical infrastructure personnel,
  - 4.1.3 Provide Supplemental Adult Flu activities as defined by the County Health Department and approved by the Immunization Program Office, to increase the flu vaccination rates for adults, especially high-risk adults, within the county. These efforts are intended to help keep hospitalization rates for flu down during the COVID-19 pandemic,
  - 4.1.4 Improve vaccine cold storage capacity to include purchase of storage units (refrigerator, freezer [NOT ultra-cold freezer]), generators, portable refrigeration units. These efforts are intended to help keep vaccines viable during the COVID-19 pandemic,





**INTERGOVERNMENTAL AGREEMENT (IGA)  
Amendment**

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

Contract No.: CTR060272

IGA Amendment No.: Two (2)

Procurement Officer  
**Nathaniel Thomas**

- 4.1.5 Increase capacity for data entry and reminder recall activities, to include but not limited to additional staffing, or purchase of hardware and software equipment to accomplish this task. These efforts are intended to help track immunization data during the COVID-19 pandemic,
- 4.1.6 Enhance COVID-19 vaccination capability (or capacity). Funds can be utilized for staffing, materials/supplies, equipment, and travel related to efforts to successfully vaccinate adults and children within the community,
- 4.1.7 Enhance COVID-19 vaccination capability (or capacity) and throughput. The COVID-19 Vaccination Supplemental Funding (SUP Funds) can be utilized for but is not limited to the following: staffing, materials/supplies, equipment, and travel related to efforts to successfully vaccinate adults within the community, and
- 4.1.8 To improve vaccine equity within local jurisdictions local health departments serving racial and ethnic communities at increased risk of COVID-19 will implement their plans (previously provided to AIPO), to collaborate with other (non-immunization focused) programs within the local health departments or local government that have established community engagement programs, initiatives, or reach into those communities. Additionally, local health departments will hire a Vaccine Equity Coordinator who will coordinate efforts within the county. The COVID-19 Vaccination Equity Funding (EQUITY Funds) can also be utilized for but not limited to: staffing, materials/supplies, travel and general operating costs (capital outlay not allowed with this funding).
- 4.1.9 Enhance COVID-19 vaccination capability (or capacity). The Bridge Access Program funds can be utilized for but is not limited to the following: staffing, materials/supplies, equipment, and travel related to efforts to successfully vaccinate uninsured adults within the community.

**5. Requirements**

The activities in this Agreement shall be performed by the Contractor, or its partners, for the purpose of increasing immunization coverage levels of children zero through eighteen (0–18) years of age and adults nineteen (19) years of age and older in both the public and private sectors of health care. Funds shall be used for immunization- related services and activities and in accordance with any federal and state regulations.

**6. Deliverables**

The Contractor shall:

- 6.1 Complete and submit, within thirty (30) days (but no later than forty-five (45) days) of the end of each quarter, a quarterly Contractor’s Expenditure Report (CER), with supporting documentation, listing all immunization activities and reports for which reimbursement is due (refer to Exhibit One, Scheduled Reports Delivery) The Contractor is expected to use the funds received from the CER for immunization-related services and activities and in accordance with federal and state regulations;



	<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.: CTR060272	IGA Amendment No.: Two (2)	Procurement Officer <b>Nathaniel Thomas</b>

**7. Notices, Correspondence, and Reports**

7.1 Notices, correspondence, reports and invoices/CERs from the Contractor to ADHS shall be sent to:

Contract Management Specialist  
 Immunization Program Office  
 Arizona Department of Health Services  
 150 N. 18<sup>th</sup> Avenue, Suite 260  
 Phoenix AZ 85007  
 Telephone: (602) 364-3626  
 Fax: (602) 364-3285

David Reyman  
 Contract Management Specialist  
[David.reyman@azdhs.gov](mailto:David.reyman@azdhs.gov)

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

Pinal County Health Services District  
 Attn: Immunization Coordinator  
 971 N. Jason Lopez Circle, Bldg D  
 Florence, AZ 85132  
 Phone: 520-866-4454  
 Email: Carey.Lennon@pinal.gov



## INTERGOVERNMENTAL AGREEMENT (IGA) Amendment

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

Contract No.: CTR060272

IGA Amendment No.: Two (2)

Procurement Officer  
**Nathaniel Thomas**

### Price Sheet

Activity	Frequency	Unit Rate	Unit of Measure	Total
Total Personnel/ERE; Salary/Fringe – May claim only salary and fringe benefits for immunization program staff/other staff who work to meet contract requirements	Yearly	N/A	Total	UP TO <b>\$4,221,762.00</b>
Supplemental flu vaccination activities. (SAIF Funds)	As needed by June 30, <b>2025</b>	N/A	Total	Not to exceed allocation= \$175,000 (minus any payout from previous contract)
Improve vaccine cold storage capacity; increase capacity for data entry and reminder recall activities (IDEAS Funds)	As needed by June 30, <b>2025</b>	N/A	Total	Not to exceed allocation= \$125,000(minus any payout from previous contract)
Enhance VFC/COVID-19 activities (VIP Funds)	As needed by June 30, <b>2025</b>	N/A	Total	Not to exceed allocation= \$84,200.00 (minus any payout from previous contract)
IZCOVID4 COVID-19 Vaccination Equity Funding (Equity Funds)	As needed by June 30, <b>2025</b>	N/A	Total	Not to exceed allocation= \$3,387,435.00 (minus any payout from previous contract)
<b>Bridge Access Program Administration Fee and operating costs for COVID-19 Vaccine to uninsured adults</b>	<b>As needed by December 31, 2024</b>	<b>N/A</b>	<b>Total</b>	<b>Not to exceed allocation= \$450,127.00 (specific to county)</b>

\*Prices may be reviewed and adjusted annually over the term of the Agreement

	<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.: CTR060272	IGA Amendment No.: Two (2)	Procurement Officer <b>Nathaniel Thomas</b>

**Exhibit Two (2)**

**EQUITY**

Exhibit 2 CFR 200.332

"§ 200.332

Requirements for pass-through entities.

All pass-through entities must:

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

<b>Prime Awardee:</b>	<b>Arizona Department of Health Services</b>
<b>DUNS #</b>	_____
Federal Award Identification (Grant Number):	<b>6 NH23IP922599-02-04</b>
Subrecipient name (which must match the name associated with its unique entity identifier):	<b>Pinal County</b>
Subrecipient's unique entity identifier (DUNS #):	<b>GX4FM9VQD7W3</b>
Federal Award Identification Number (FAIN, sometimes it's the same as the Grant Number):	<b>NH23IP922599</b>
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;	<b>3/3/2021</b>
Subaward Period of Performance Start and End Date;	<b>07/01/2019 – 06/30/2025</b>
Subaward Budget Period Start and End Date:	<b>07/01/2020 – 06/30/2025</b>
Amount of Federal Funds Obligated by this action by the pass-through entity to the subrecipient (this is normally the <b>contract amount</b> ):	<b>\$3,387,435.00</b>



**INTERGOVERNMENTAL AGREEMENT (IGA)  
Amendment**

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

Contract No.: CTR060272

IGA Amendment No.: Two (2)

Procurement Officer  
**Nathaniel Thomas**

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**):

**\$11,298,059.00**

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

**\$147,085,219.00**

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

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

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

**Centers for Disease Control and Prevention**

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

**93.268 Immunization Cooperative Agreement**

Identification of whether the award is R&D

**N/A**

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

**10%**

	<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.: CTR060272	IGA Amendment No.: Two (2)	Procurement Officer <b>Nathaniel Thomas</b>

**Exhibit Three (3)**

**IDEAS**

Exhibit - 2 CFR 200.332

"§ 200.332

Requirements for pass-through entities.

All pass-through entities must:

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

<b>Prime Awardee:</b> <b>DUNS #</b>	<b>Arizona Department of Health Services</b> <b>QMWUG1AMYF65</b>
Federal Award Identification (Grant Number):	<b>6 NH23IP922599-02-01</b>
Subrecipient name (which must match the name associated with its unique entity identifier):	<b>Pinal County</b>
Subrecipient's unique entity identifier (DUNS #):	<b>GX4FM9VQD7W3</b>
Federal Award Identification Number (FAIN, sometimes it's the same as the Grant Number):	<b>NH23IP922599</b>
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;	<b>09/23/2020</b>
Subaward Period of Performance Start and End Date;	<b>07/01/2019 – 06/30/2025</b>
Subaward Budget Period Start and End Date:	<b>07/01/2020 – 06/30/2025</b>
Amount of Federal Funds Obligated by this action by the pass-through entity to the subrecipient (this is normally the <b>contract amount</b> ):	<b>\$125,000.00</b>



**INTERGOVERNMENTAL AGREEMENT (IGA)  
Amendment**

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

Contract No.: CTR060272

IGA Amendment No.: Two (2)

Procurement Officer  
**Nathaniel Thomas**

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

**\$8,992,059.00**

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

**\$12,181,923.00**

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

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

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

**Centers for Disease Control and Prevention**

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

**93.268 Immunization Cooperative Agreement**

Identification of whether the award is R&D

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



	<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.: CTR060272	IGA Amendment No.: Two (2)	Procurement Officer <b>Nathaniel Thomas</b>

**Exhibit Four (4)**

**SAIF**

Exhibit - 2 CFR 200.332

"§ 200.332

Requirements for pass-through entities.

All pass-through entities must:

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

<b>Prime Awardee:</b> <b>DUNS #</b>	<b>Arizona Department of Health Services</b> <b>QMWUG1AMYF65</b>
Federal Award Identification (Grant Number):	<b>6 NH23IP922599-02-01</b>
Subrecipient name (which must match the name associated with its unique entity identifier):	<b>Pinal County</b>
Subrecipient's unique entity identifier (DUNS #):	<b>GX4FM9VQD7W3</b>
Federal Award Identification Number (FAIN, sometimes it's the same as the Grant Number):	<b>NH23IP922599</b>
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;	<b>06/04/2020</b>
Subaward Period of Performance Start and End Date;	<b>07/01/2019 – 06/30/2025</b>
Subaward Budget Period Start and End Date:	<b>07/01/2020 – 06/30/2025</b>
Amount of Federal Funds Obligated by this action by the pass-through entity to the subrecipient (this is normally the <b>contract amount</b> ):	<b>\$175,000.00</b>



**INTERGOVERNMENTAL AGREEMENT (IGA)  
Amendment**

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

Contract No.: CTR060272

IGA Amendment No.: Two (2)

Procurement Officer  
**Nathaniel Thomas**

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**):

**\$4,718,951.00**

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

**\$10,903,078.00**

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

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

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

**Centers for Disease Control and Prevention (CDC)**

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

**93.268 Immunization Cooperative Agreement**

Identification of whether the award is R&D

**N/A**

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.: CTR060272	IGA Amendment No.: Two (2)	Procurement Officer <b>Nathaniel Thomas</b>

**Exhibit Five (5)**

**VIP**

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.

<b>Prime Awardee:</b> <b>DUNS #</b>	Arizona Department of Health Services <b>QMWUG1AMYF65</b>
Federal Award Identification (Grant Number):	<b>6 NH23IP922599-02-02</b>
Subrecipient name (which must match the name associated with its unique entity identifier):	<b>Pinal County</b>
Subrecipient's unique entity identifier (DUNS #):	<b>GX4FM9VQD7W3</b>
Federal Award Identification Number (FAIN, sometimes it's the same as the Grant Number):	<b>NH23IP922599</b>
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;	<b>09/23/2020</b>
Subaward Period of Performance Start and End Date;	<b>07/01/2019 – 06/30/2025</b>
Subaward Budget Period Start and End Date:	<b>07/01/2020 – 06/30/2025</b>
Amount of Federal Funds Obligated by this action by the pass-through entity to the subrecipient (this is normally the <b>contract amount</b> ):	<b>\$84,200.00</b>
Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current financial obligation ( <b>how much is available for</b>	<b>\$11,298,059.00</b>

	<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.: CTR060272	IGA Amendment No.: Two (2)	Procurement Officer <b>Nathaniel Thomas</b>

**contracts):**

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

**\$15,546,386.00**

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

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

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

**Centers for Disease Control and Prevention (CDC)**

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


**93.268 Immunization Cooperative Agreement**

Identification of whether the award is R&D

**N/A**

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.: CTR060272	IGA Amendment No.: Two (2)	Procurement Officer <b>Nathaniel Thomas</b>

**Exhibit Six (6)**

Exhibit - 2 CFR 200.332

"§ 200.332

Requirements for pass-through entities.

All pass-through entities must:

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

<b>Prime Awardee:</b> <b>UEI #</b>	<b>Arizona Department of Health Services</b> <b>QMWUG1AMYF65</b> <hr/>
Federal Award Identification (Grant Number):	<b>6 NH23IP922599-05-01</b> <hr/>
Subrecipient name (which must match the name associated with its unique entity identifier):	<b>Pinal County</b> <hr/>
Subrecipient's unique entity identifier (DUNS #):	<b>GX4FM9VQD7W3</b> <hr/>
Federal Award Identification Number (FAIN, sometimes it's the same as the Grant Number):	<b>NH23IP922599</b> <hr/>
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;	<b>08/01/2023</b> <hr/>
Subaward Period of Performance Start and End Date;	<b>07/01/2019 – 12/31/2024</b> <hr/>
Subaward Budget Period Start and End Date:	<b>08/29/2023 – 12/31/2024</b> <hr/>
Amount of Federal Funds Obligated by this action by the pass-through entity to the subrecipient (this is normally the <b>contract amount</b> ):	<b>\$450,127.00</b> <hr/>
Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current financial obligation ( <b>how much is available for contracts</b> ):	<b>\$8,426,507.00</b> <hr/>



**INTERGOVERNMENTAL AGREEMENT (IGA)**  
**Amendment**

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

Contract No.: CTR060272

IGA Amendment No.: Two (2)

Procurement Officer  
**Nathaniel Thomas**

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

**\$8,426,507.00**

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

**CDC-RFA-IP19-1901 Immunizations Vaccines for Children**

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

**Centers for Disease Control and Prevention**

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

**93.268 Immunization Cooperative Agreement**

Identification of whether the award is R&D

**NO**

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

**10%**



# INTERGOVERNMENTAL AGREEMENT (IGA)

## Amendment

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

Contract No.: CTR060272

IGA Amendment No: One (1)

Procurement Officer:  
**Selena Leon**

### Immunization Services

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, the following changes are made under this Amendment One (1):

1.1. Exhibit Four (4) - 2 CFR 200.332 is revised and replaced; and

1.2. Exhibit Five (5) - 2 CFR 200.332 is revised and replaced.

ALL CHANGES ARE REFLECTED IN RED

All other provisions of this agreement remain unchanged.

#### Pinal County Health Department

Contractor Name:

971 N. Jason Lopez Circle, Bldg. D

Address:

Florence,

AZ

85132

City

State

Zip

County Authorized Signature

Jeff Serdy

Print Name

Chairman

05/24/2023

Title and Date

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

Signature

5-16-23

Date

This Intergovernmental Agreement Amendment shall be effective the date indicated. The Public Agency is hereby cautioned not to commence any billable work or provide any material, service or construction under this IGA until the IGA has been executed by an authorized ADHS signatory.

State of Arizona

Signed this \_\_\_\_\_ day of \_\_\_\_\_ 2023.

Kristine Newton

Digitally signed by Kristine Newton  
Date: 2023.06.04 13:53:46 -07'00'

Procurement Officer

Print Name

Deputy County Attorney

Contract No.: **CTR060272**, 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.

Christina Contreras

Digitally signed by Christina Contreras  
DN: cn=Christina Contreras, o=Arizona Attorney General's Office, ou,  
email=christina.contreras@azag.gov, c=US  
Date: 2023.06.02 11:40:12 -07'00'

Signature

Date

Assistant Attorney General

Print Name



# INTERGOVERNMENTAL AGREEMENT (IGA)

## Amendment

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

Contract No.: CTR060272

IGA Amendment No: One (1)

Procurement Officer:  
**Selena Leon**

### Exhibit Four (4) - 2 CFR 200.332

#### Exhibit Four (4) – SAIF Funds - 2 CFR 200.332

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

Prime Awardee:	Arizona Department of Health Services
DUNS#	QMWUG1AMYF65
Federal Award Identification (Grant Number):	6 NH23IP922599-02-01
Subrecipient name (which must match the name associated with its unique entity identifier):	Pinal County
Subrecipient's unique entity identifier (DUNS #):	GX4FM9VQD7W3
Federal Award Identification Number (FAIN, sometimes it's the same as the Grant Number):	NH23IP922599
Federal Award Date (see the definition of Federal award date in § 200.1 of this part) of award to the recipient by the Federal agency;	06/04/2020
Subaward Period of Performance Start and End Date;	07/01/2019 - 06/30/2024
Subaward Budget Period Start and End Date:	07/01/2020 - 06/30/2021
Amount of Federal Funds Obligated by this action by the pass-through entity to the subrecipient (this is normally the contract amount):	\$175,000.00
Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current financial obligation (how much is available for contracts):	\$4,718,951.00
Total Amount of the Federal Award committed to the subrecipient by the pass-through entity	\$10,903,078.00
Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA)	CDC-RFA-IP19-1901 Immunization and Vaccines for Children
Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity	Center for Disease Control and Prevention (CDC)
Assistance Listings number and Title; the pass-through entity must identify the dollar amount made available under each Federal award and the Assistance Listings Number at time of disbursement:	93.268 - Immunization Cooperative Agreements
Identification of whether the award is R&D	N/A
Indirect cost rate for the Federal award (including the de minimis rate is charged) per § 200.414	0%





# INTERGOVERNMENTAL AGREEMENT (IGA)

## Amendment

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

Contract No.: CTR060272

IGA Amendment No: One (1)

Procurement Officer:  
**Selena Leon**

### Exhibit Five (5) - 2 CFR 200.332

#### Exhibit Five (5) – VIP Funds - 2 CFR 200.332

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

Prime Awardee:	Arizona Department of Health Services
DUNS#	QMWUG1AMYF65
Federal Award Identification (Grant Number):	6 NH23IP922599-02-02
Subrecipient name (which must match the name associated with its unique entity identifier):	Pinal County
Subrecipient's unique entity identifier (DUNS #):	GX4FM9VQD7W3
Federal Award Identification Number (FAIN, sometimes it's the same as the Grant Number):	NH23IP922599
Federal Award Date (see the definition of Federal award date in § 200.1 of this part) of award to the recipient by the Federal agency;	09/23/2020
Subaward Period of Performance Start and End Date;	07/01/2019 - 06/30/2024
Subaward Budget Period Start and End Date:	07/01/2020 - 06/30/2021
Amount of Federal Funds Obligated by this action by the pass-through entity to the subrecipient (this is normally the contract amount):	\$84,200.00
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):	\$11,298,059.00
Total Amount of the Federal Award committed to the subrecipient by the pass-through entity	\$15,546,386.00
Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA)	CDC-RFA-IP19-1901 Immunization and Vaccines for Children
Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity	Center for Disease Control and Prevention (CDC)
Assistance Listings number and Title; the pass-through entity must identify the dollar amount made available under each Federal award and the Assistance Listings Number at time of disbursement:	93.268 - Immunization Cooperative Agreements
Identification of whether the award is R&D	N/A
Indirect cost rate for the Federal award (including the de minimis rate is charged) per § 200.414	0%

## SEARCH

---

Search Type:

Starts With ▼

Enter search criteria into one of the below search fields (required):

Entity Name:

Pinal County Public Health Department

Statutory Agent Name:

Principal Name:

Entity ID:

No search results were found

OK

## FILTER BY

---

Filter the above search by one or more of the below fields:

Entity Type:

All ▼

Entity Status:

All ▼

Name Type:

All ▼

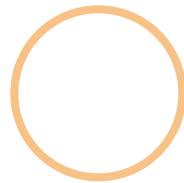
County:

All ▼

Privacy Policy (<http://azcc.gov/privacy-policy>) | Contact Us (<http://azcc.gov/corporations/corporation-contacts>)



---



No search results were found


 An official website of the United States government. [Here's how you know >](#)

Visit our tips page to learn how to best use the Exclusions Database. If you experience technical difficulties, please email the webmaster at [webmaster@oig.hhs.gov](mailto:webmaster@oig.hhs.gov).

## Exclusions Search Results: Entities

No Results were found for

**Pinal County Public Health Department**

 **If no results are found, this individual or entity (if it is an entity search) is not currently excluded. Print this Web page for your documentation**

[Search Again](#)

Search conducted 6/1/2023 1:18:04 PM EST on OIG LEIE Exclusions database.  
Source data updated on 5/10/2023 9:00:00 AM EST

[Return to Search](#)



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# Entity Search

Search for the entity you would like to find:

**Name:**

**File Number:**



(<https://azgovernor.gov/>)

(<https://www.azleg.gov/>)

Search for Pinal County Public Health Department yielded no results



(<https://openbooks.az.gov/>)



(<https://azsos.gov/services/public-information/open-meeting-law>)



v0.2023.0525.9361 b3

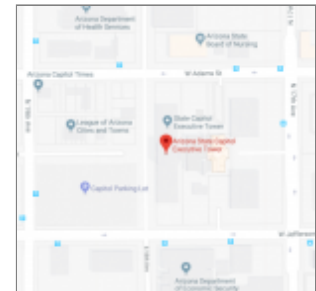
[Contact Us \(https://azsos.gov/about-office/contact-us\)](https://azsos.gov/about-office/contact-us)

**Arizona Secretary of State**

1700 W Washington St Fl 7  
Phoenix AZ 85007

**Phone:** 602-542-4285

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# PINAL COUNTY ARIZONA

Unique Entity ID <b>GX4FM9VQD7W3</b>	CAGE / NCAGE <b>3SXM3</b>	Purpose of Registration <b>Federal Assistance Awards Only</b>
Registration Status <b>Active Registration</b>	Expiration Date <b>Sep 8, 2023</b>	
Physical Address <b>31 N Pinal ST Bldg A Florence, Arizona 85132 United States</b>	Mailing Address <b>Pob 1348 Florence, Arizona 85132-3027 United States</b>	

## Business Information

Doing Business as <b>(blank)</b>	Division Name <b>(blank)</b>	Division Number <b>(blank)</b>
Congressional District <b>Arizona 04</b>	State / Country of Incorporation <b>(blank) / (blank)</b>	URL <b>(blank)</b>

## Registration Dates

Activation Date <b>Sep 9, 2022</b>	Submission Date <b>Sep 8, 2022</b>	Initial Registration Date <b>Mar 26, 2004</b>
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## Entity Dates

Entity Start Date <b>Feb 1, 1875</b>	Fiscal Year End Close Date <b>Jun 30</b>
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## Immediate Owner

CAGE <b>(blank)</b>	Legal Business Name <b>(blank)</b>
------------------------	---------------------------------------

## Highest Level Owner

CAGE <b>(blank)</b>	Legal Business Name <b>(blank)</b>
------------------------	---------------------------------------

## Executive Compensation

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USAspending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

## Proceedings Questions

Registrants in the System for Award Management (SAM.gov) respond to proceedings questions in accordance with FAR 52.209-7, FAR 52.209-9, or 2. C.F.R. 200 Appendix XII. Their responses are displayed in the responsibility/qualification section of SAM.gov. Maintaining an active registration in SAM.gov demonstrates the registrant responded to the proceedings questions.

## Exclusion Summary

Active Exclusions Records?

**No**

## SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

**Yes**

## Entity Types

### Business Types

Entity Structure <b>U.S. Government Entity</b>	Entity Type <b>US Local Government</b>	Organization Factors <b>(blank)</b>
Profit Structure <b>(blank)</b>		

**Socio-Economic Types**

Check the registrant's Reps & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

**Government Types**

**U.S. Local Government**  
**County**

**Other Government Entities**

**Housing Authorities Public/Tribal**  
**Planning Commission**  
**Airport Authority**

**Financial Information**

Accepts Credit Card Payments <b>No</b>	Debt Subject To Offset <b>No</b>
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EFT Indicator <b>0000</b>	CAGE Code <b>3SXM3</b>
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**Points of Contact**

**Electronic Business**

 <b>Heather Patel, Grants Manager</b>	<b>PO Box 1348</b> <b>Florence, Arizona 85132</b> <b>United States</b>
--	--

Angeline Woods, Director of the Office of Budget and Finance	PO Box 1348 Florence, Arizona 85132 United States
--	---

**Government Business**

 <b>Heather Patel, Grants Manager</b>	<b>PO Box 1348</b> <b>Florence, Arizona 85132</b> <b>United States</b>
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Angeline Woods, Director of the Office of Budget and Finance	PO Box 1348 Florence, Arizona 85132 United States
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**Past Performance**

 <b>Heather Patel, Grants Manager</b>	<b>PO Box 1348</b> <b>Florence, Arizona 85132</b> <b>United States</b>
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Angeline Woods, Director of the Office of Budget and Finance	PO Box 1348 Florence, Arizona 85132 United States
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**Service Classifications**

**NAICS Codes**

Primary	NAICS Codes	NAICS Title
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**Disaster Response**

This entity does not appear in the disaster response registry.



# INTERGOVERNMENTAL AGREEMENT (IGA)

Contract No. CTR060272

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

Procurement Officer  
Brenda Prevost

Project Title: Immunization Services

Begin Date: July 1, 2022

Geographic Service Area: Pinal County

Termination Date: June 30, 2024

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

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

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

<p>Arizona Transaction (Sales) Privilege:</p> <p>Federal Employer Identification No.:</p> <p>Tax License No.:</p> <p>Contractor Name: Pinal County Health Department Address: 971 N. Jason Lopez Circle, Bldg. D Florence, AZ 85132</p>	<p><b>FOR CLARIFICATION, CONTACT:</b></p> <p>Name: <u>Carey Lennon</u></p> <p>Phone: <u>520-866-4454</u></p> <p>FAX No: <u>520-866-2931</u></p> <p>E-mail: <u>Carey.Lennon@pinal.gov</u></p>
<p><b>CONTRACTOR SIGNATURE:</b></p> <p>The Contractor agrees to perform all the services set forth in the Agreement and Work Statement.</p> <p><i>Jeff Serdy</i> <u>12/21/2022</u></p> <p>Signature of Person Authorized to Sign Date</p> <p><u>Jeff Serdy, Vice-Chairman, Pinal County</u> <u>Chairman</u></p> <p>Print Name and Title</p>	<p><b>This Contract shall henceforth be referred to as Contract</b></p> <p>No. <u>CTR060272</u> The Contractor is hereby cautioned not to commence any billable work or provide any material, service or construction under this Contract until Contractor receives a fully executed copy of the Contract.</p> <p>State of Arizona</p> <p>Signed this <u>          </u> day of <u>          </u>, 20<u>22</u></p> <p><b>Gina Corwin</b> Digitally signed by Gina Corwin Date: 2023.01.18 16:59:27 -07'00'</p> <p>Procurement Officer</p>
<p><b>CONTRACTOR ATTORNEY SIGNATURE:</b></p> <p>Pursuant to A.R.S. § 11-952, the undersigned Contractor's Attorney has determined that this Intergovernmental Agreement is in proper form and is within the powers and authority granted under the laws of Arizona.</p> <p><i>Anne Froedge</i> <u>12/20/2022</u></p> <p>Signature of Person Authorized to Sign Date</p> <p><u>Anne Froedge, Deputy County Attorney</u></p> <p>Print Name and Title</p>	<p><b>Contract, No. CTR060272, is an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952 by the undersigned Assistant Attorney General, who has determined that it is in the proper form and is within the powers granted under the laws of the State of Arizona to those parties to the Agreement represented by the Attorney General.</b></p> <p><b>The Attorney General, BY:</b></p> <p><b>Aubrey Joy Corcoran</b> Digitally signed by Aubrey Joy Corcoran DN: cn=Aubrey Joy Corcoran, o=Arizona Attorney General's Office, ou, email=AubreyJoy.Corcoran@azag.gov, c=US Date: 2023.01.17 17:12:22 -07'00'</p> <p>Signature Date</p> <p>Assistant Attorney General:</p>

CONTRACT NUMBER	INTERGOVERNMENTAL AGREEMENT
CTR060272	TERMS AND CONDITIONS

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 equipment, 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.



<b>CONTRACT NUMBER</b>	<b>INTERGOVERNMENTAL AGREEMENT TERMS AND CONDITIONS</b>
<b>CTR060272</b>	

**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.
- 4.3. New Budget Term. If a budget term has been completed in a multi-term Contract, the parties may agree to

<b>CONTRACT NUMBER</b>	<b>INTERGOVERNMENTAL AGREEMENT</b>
<b>CTR060272</b>	<b>TERMS AND CONDITIONS</b>

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, software, data and any other intellectual property or deliverables created, prepared, or received by

<b>CONTRACT NUMBER</b>	<b>INTERGOVERNMENTAL AGREEMENT</b>
<b>CTR060272</b>	<b>TERMS AND CONDITIONS</b>

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.
- 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. §

<b>CONTRACT NUMBER</b>	<b>INTERGOVERNMENTAL AGREEMENT</b>
<b>CTR060272</b>	<b>TERMS AND CONDITIONS</b>

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.

### 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

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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.

## 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

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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.

**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.



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- 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 section 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 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

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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 five (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.
- 10.4.3. If the State terminates this Contract 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,

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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.

**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.

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**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.

**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.

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**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 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

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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 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.



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- 26.5 Grantee understands that financial reports are required as an accounting of expenditures for either reimbursement or ADHS-approved advance payments.
- 26.6 The final request for reimbursement of grant funds must be received by the ADHS no later than sixty (60) days after the last day of the award period.
- 26.7 All goods and services must be received or have reasonable expectations thereof and placed in service by Grantee by the expiration of this award.
- 26.8 Grantee agrees that all encumbered funds must be expended and that goods and services must be paid by GRANTEE within sixty (60) days of the expiration of this award unless funding guidelines permit funds to be used at a future date.
- 26.9 Grantee agrees to remit all unexpended grant funds to the ADHS within thirty (30) days of written request from the ADHS.
- 26.10 Grantee agrees to account for interest earned on federal grant funds and shall manage interest income in accordance with the Cash Management Improvement Act of 1990 and as indicated in the State of Arizona Accounting Manual (SAAM) located at the following website. <https://gao.az.gov/publications/saam> Interest earned in excess of allowable limits must be remitted to the ADHS within thirty (30) days after receipt of a written request from the ADHS.
- 26.11 Grantee agrees not to use grant funds for food and/or beverage unless explicitly approved in writing by the ADHS.
- 26.12 Grantee agrees to comply with all applicable laws, regulations, policies and guidance (including specific cost limits, prior approvals and reporting requirements, where applicable) governing the use of grant funds for expenses related to conferences, meetings, trainings, and other events, including the provision of food and/or beverages at such events, and costs of attendance at such events unless explicitly approved in writing by the ADHS.
- 26.13 No funds shall be used to supplant federal, state, county or local funds that would otherwise be made available for such purposes. Supplanting means the deliberate reduction of state or local funds because of the existence of any grant funds.
- 26.14 Grantee agrees that grant funds are not to be expended for any indirect costs that may be incurred by Grantee for administering these funds unless explicitly approved in writing by the ADHS. This may include, but is not limited to, costs for services such as accounting, payroll, data processing, purchasing, personnel, and building use which may have been incurred by the Grantee.
- 26.15 Grantee will comply with the audit requirements of OMB Office of Management and Budget's (OMB) Uniform Administrative Requirements, Cost Principles and Audit Requirement for Federal Awards and provide the ADHS with the Single Audit Report and any findings within ninety (90) days of receipt of such finding(s). If the report contains no findings, the Grantee must provide notification that the audit was completed. All completed Single Audits should be uploaded in the format specified to the Federal Audit Clearinghouse no later than nine months after the entities fiscal year-end at the attached **Link:** <https://harvester.census.gov/facweb/default.aspx/>
- 26.16 Grantee understands and agrees that misuse of award funds may result in a range of penalties, including suspension of current and future funds, suspension or debarment from federal grants, recoupment of monies provided under an award, and civil and/or criminal penalties.
- 26.17 Grantee agrees not to do business with any individual, agency, company or corporation listed in the Excluded Parties Listing Service.



<b>CONTRACT NUMBER</b>	<b>INTERGOVERNMENTAL AGREEMENT TERMS AND CONDITIONS</b>
<b>CTR060272</b>	

**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 DUNS 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.

<b>CONTRACT NUMBER</b>	<b>INTERGOVERNMENTAL AGREEMENT</b>
<b>CTR060272</b>	<b>PRICE SHEET</b>

**1. Background**

The Arizona Immunization Program Office (AIPO) has contracted with County Health Departments (Contractor) since 1993 to provide immunization-related services. The Scope of Services reflects activities necessary to reach the national immunization goals and objectives outlined by the Centers for Disease Control and Prevention (CDC) and the U.S. Department of Health and Human Services Healthy People website. All objectives and related activities identified in this Scope of Services include the Contractor as well as all public health entities involved with immunizations within the Contractor's jurisdiction.

**2. Objective**

- 2.1 Enhance program stewardship and accountability for all publicly-purchased vaccine in support of the Vaccines for Children Program (VFC) and the Vaccines for Adults Program (VFA);
- 2.1 Provide vaccines to children and adults in accordance with recommendations of the CDC Advisory Committee on Immunization Practices (ACIP);
- 2.2 Assess and improve immunization coverage levels for children and adults;
- 2.3 Assure access to vaccines for eligible populations in Arizona; and
- 2.4 Prevent and control Vaccine-Preventable Diseases (VPD).

**3. Scope of Service**

The services shall be provided throughout the Contractor's jurisdiction. The Tasks described herein are provided to outline the services required and shall not be considered to be either comprehensive or restrictive to innovation or creativity on the part of the Contractor in the preparation of the work plan. The tasks, activities and deliverables shall be performed according to the state fiscal funding year of July - June.

**4. Tasks**

The Contractor shall provide:

- 4.1.1 Activity One (1) - VPD Outbreak and Pandemic Preparedness
  - 4.1.2 The Contractor shall assist in VPD outbreaks and pandemic responses in coordination with equivalent county public health preparedness programs and other relevant partners. Immunization staff will contribute, when asked, to the development or revision of county public health preparedness program response plans. Preparedness activities may include mass vaccination exercises, identification of priority groups and hard-to-reach populations for immunization, and identification of critical infrastructure personnel,
  - 4.1.3 Provide Supplemental Adult Flu activities as defined by the County Health Department and approved by the Immunization Program Office, to increase the flu vaccination rates for adults, especially high-risk adults, within the county. These efforts are intended to help keep hospitalization rates for flu down during the COVID-19 pandemic,
  - 4.1.4 Improve vaccine cold storage capacity to include purchase of storage units (refrigerator, freezer [NOT ultra-cold freezer]), generators, portable refrigeration units. These efforts are intended to help keep vaccines viable during the COVID-19 pandemic,
  - 4.1.5 Increase capacity for data entry and reminder recall activities, to include but not limited to additional staffing, or purchase of hardware and software equipment to accomplish this task. These efforts are intended to help track immunization data during the COVID-19 pandemic,

<b>CONTRACT NUMBER</b>	<b>INTERGOVERNMENTAL AGREEMENT</b>
<b>CTR060272</b>	<b>PRICE SHEET</b>

- 4.1.6 Enhance COVID-19 vaccination capability (or capacity). Funds can be utilized for staffing, materials/supplies, equipment, and travel related to efforts to successfully vaccinate adults and children within the community,
- 4.1.7 Enhance COVID-19 vaccination capability (or capacity) and throughput. The COVID-19 Vaccination Supplemental Funding (SUP Funds) can be utilized for but is not limited to the following: staffing, materials/supplies, equipment, and travel related to efforts to successfully vaccinate adults within the community, and
- 4.1.8 To improve vaccine equity within local jurisdictions local health departments serving racial and ethnic communities at increased risk of COVID-19 will implement their plans (previously provided to AIPO), to collaborate with other (non-immunization focused) programs within the local health departments or local government that have established community engagement programs, initiatives, or reach into those communities. Additionally, local health departments will hire a Vaccine Equity Coordinator who will coordinate efforts within the county. The COVID-19 Vaccination Equity Funding (EQUITY Funds) can also be utilized for but not limited to: staffing, materials/supplies, travel and general operating costs (capital outlay not allowed with this funding).

**5. Requirements**

The activities in this Agreement shall be performed by the Contractor, or its partners, for the purpose of increasing immunization coverage levels of children zero through eighteen (0–18) years of age and adults nineteen (19) years of age and older in both the public and private sectors of health care. Funds shall be used for immunization- related services and activities and in accordance with any federal and state regulations.

**6. Deliverables**

The Contractor shall:

- 6.1 Complete and submit, within thirty (30) days (but no later than forty-five (45) days) of the end of each quarter, a quarterly Contractor’s Expenditure Report (CER), with supporting documentation, listing all immunization activities and reports for which reimbursement is due (refer to Exhibit One, Scheduled Reports Delivery) The Contractor is expected to use the funds received from the CER for immunization-related services and activities and in accordance with federal and state regulations;

**7. Notices, Correspondence, and Reports**

- 7.1 Notices, correspondence, reports and invoices/CERs from the Contractor to ADHS shall be sent to:

Contract Management Specialist  
 Immunization Program Office  
 Arizona Department of Health Services  
 150 N. 18<sup>th</sup> Avenue, Suite 260  
 Phoenix AZ 85007  
 Telephone: (602) 364-3626  
 Fax: (602) 364-3285

David Reyman  
 Contract Management Specialist  
[David.reyman@azdhs.gov](mailto:David.reyman@azdhs.gov)

<b>CONTRACT NUMBER</b>	<b>INTERGOVERNMENTAL AGREEMENT PRICE SHEET</b>
<b>CTR060272</b>	

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

Pinal County Health Services District  
Attn: Immunization Coordinator  
971 N. Jason Lopez Circle, Bldg D  
Florence, AZ 85132  
Phone: 520-866-4454  
Email: Carey.Lennon@pinal.gov

<b>CONTRACT NUMBER</b>	<b>INTERGOVERNMENTAL AGREEMENT PRICE SHEET</b>
<b>CTR060272</b>	

<b>Activity</b>	<b>Frequency</b>	<b>Unit Rate</b>	<b>Unit of Measure</b>	<b>Total</b>
Total Personnel/ERE; Salary/Fringe – May claim only salary and fringe benefits for immunization program staff/other staff who work to meet contract requirements	Yearly	N/A	Total	UP TO \$3,771,635.00
Supplemental flu vaccination activities. (SAIF Funds)	As needed by June 30, 2024	N/A	Total	Not to exceed allocation= \$175,000 (minus any payout from previous contract)
Improve vaccine cold storage capacity; increase capacity for data entry and reminder recall activities (IDEAS Funds)	As needed by June 30, 2024	N/A	Total	Not to exceed allocation= \$125,000(minus any payout from previous contract)
Enhance VFC/COVID-19 activities (VIP Funds)	As needed by June 30, 2024	N/A	Total	Not to exceed allocation= \$84,200.00 (minus any payout from previous contract)
IZCOVID4 COVID-19 Vaccination Equity Funding (Equity Funds)	As needed by June 30, 2024	N/A	Total	Not to exceed allocation= \$3,387,435.00 (minus any payout from previous contract)

\*Prices may be reviewed and adjusted annually over the term of the Agreement

<b>CONTRACT NUMBER</b>	<b>INTERGOVERNMENTAL AGREEMENT EXHIBIT ONE (1)</b>
<b>CTR060272</b>	

**Scheduled Reports Delivery**

<b>Reports</b>	<b>Due Date</b> (based on State Fiscal Year Funding of July – June)
CERs to include pertinent documentation, such as receipts, invoices, payroll expense reports, time sheets	1 <sup>st</sup> Quarter – October 30 <sup>th</sup> (No later than Nov. 15) 2 <sup>nd</sup> Quarter – January 30 <sup>th</sup> (No later than Feb. 15) 3 <sup>rd</sup> Quarter – April 30 <sup>th</sup> (No later than May 15) 4 <sup>th</sup> Quarter – July 30 <sup>th</sup> (No later than Aug. 15)

<b>CONTRACT NUMBER</b>	<b>INTERGOVERNMENTAL AGREEMENT EXHIBIT TWO (2)</b>
<b>CTR060272</b>	

**EQUITY**

**Exhibit 2 CFR 200.332**

**§200.332**

**Requirements for Pass through entities.**

**All pass-through entities must:**

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

**Prime Awardee:  
DUNS #**

**Arizona Department of Health Services**

Federal Award Identification (Grant Number): 6 NH231P922-02-04

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

Subrecipient's unique entity identifier (DUNS #): GX4FM9VQD7W3

Federal Award Identification Number (FAIN, sometimes it's the same as the Grant Number): NH231P922599

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: 3/3/2021

Subaward Period of Performance Start and End Date: 07/01/2019 - 6/30/2024

Subaward Budget Period Start and End Date: 7/1/2020 - 6/30/2021

Amount of Federal Funds Obligated by this action by the pass-through entity to the subrecipient (this is normally the contract amount): \$3,387,435.00

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): \$11,298,059.00

Total Amount of the Federal Award committed to the subrecipient by the pass-through entity: \$147,085,219.00

Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA): CDC-RFA-1P19-1901 Immunization and Vaccines for Children

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



<b>CONTRACT NUMBER</b>	<b>INTERGOVERNMENTAL AGREEMENT EXHIBIT TWO (2)</b>
CTR060272	

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

93.268 Immunization Cooperative Agreements

Identification of whether the award is R&D:

N/A

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

10%

<b>CONTRACT NUMBER</b>	<b>INTERGOVERNMENTAL AGREEMENT EXHIBIT THREE (3)</b>
<b>CTR060272</b>	

**IDEAS**

**Exhibit - 2 CFR 200.332**

**§ 200.332**

**Requirements for pass-through entities.**

**All pass-through entities must:**

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

<b>Prime Awardee:</b>	<b>Arizona Department of Health Services</b>
<b>DUNS #</b>	<b>QMWUG1AMYF65</b>
<b>Federal Award Identification (Grant Number):</b>	<u>6 NH23IP922599-02-01</u>
<b>Subrecipient name (which must match the name associated with its unique entity identifier):</b>	<u>Pinal County</u>
<b>Subrecipient's unique entity identifier (DUNS #):</b>	<u>GX4FM9VQD7W3</u>
<b>Federal Award Identification Number (FAIN, sometimes it's the same as the Grant Number):</b>	<u>NH23IP922599</u>
<b>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;</b>	<u>09/23/2020</u>
<b>Subaward Period of Performance Start and End Date;</b>	<u>07/01/2019 - 06/30/2024</u>
<b>Subaward Budget Period Start and End Date:</b>	<u>07/01/2020 - 06/30/2021</u>
<b>Amount of Federal Funds Obligated by this action by the pass-through entity to the subrecipient (this is normally the contract amount):</b>	<u>\$125,000.00</u>
<b>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):</b>	<u>\$8,992,059.00</u>
<b>Total Amount of the Federal Award committed to the subrecipient by the pass-through entity</b>	<u>\$12,181,923.00</u>
<b>Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA)</b>	<u>CDC-RFA-IP19-1901 Immunization and Vaccines for Children</u>

<b>CONTRACT NUMBER</b>	<b>INTERGOVERNMENTAL AGREEMENT EXHIBIT THREE (3)</b>
CTR060272	

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

Centers for Disease Control and Prevention

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

93.268 - Immunization Cooperative Agreements

Identification of whether the award is R&D

\_\_\_\_\_

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

\_\_\_\_\_

<b>CONTRACT NUMBER</b>	<b>INTERGOVERNMENTAL AGREEMENT EXHIBIT FOUR (4)</b>
<b>CTR060272</b>	

**SAIF**

**Exhibit - 2 CFR 200.332**

**§ 200.332**

**Requirements for pass-through entities.**

**All pass-through entities must:**

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

<b>Prime Awardee:</b>	Arizona Department of Health Services
<b>DUNS #</b>	QMWUG1AMYF65
<b>Federal Award Identification (Grant Number):</b>	6 NH23IP922599-02-01
<b>Subrecipient name (which must match the name associated with its unique entity identifier):</b>	Pinal County
<b>Subrecipient's unique entity identifier (DUNS #):</b>	GX4FM9VQD7W3
<b>Federal Award Identification Number (FAIN, sometimes it's the same as the Grant Number):</b>	NH23IP922599
<b>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;</b>	06/04/2020
<b>Subaward Period of Performance Start and End Date;</b>	07/01/2019 - 06/30/2024
<b>Subaward Budget Period Start and End Date:</b>	07/01/2020 - 06/30/2021
<b>Amount of Federal Funds Obligated by this action by the pass-through entity to the subrecipient (this is normally the contract amount):</b>	\$175,000.00
<b>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):</b>	\$4,718,951.00
<b>Total Amount of the Federal Award committed to the subrecipient by the pass-through entity</b>	\$10,903,078.00
<b>Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA)</b>	CDC-RFA-IP19-1901 Immunization and Vaccines for Children

<b>CONTRACT NUMBER</b>	<b>INTERGOVERNMENTAL AGREEMENT EXHIBIT FOUR (4)</b>
<b>CTR060272</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:

93.268 - Immunization Cooperative Agreements

Identification of whether the award is R&D

N/A

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

10%

<b>CONTRACT NUMBER</b>	<b>INTERGOVERNMENTAL AGREEMENT EXHIBIT FIVE (5)</b>
<b>CTR060272</b>	

**VIP**

**Exhibit - 2 CFR 200.332**

**§ 200.332**

**Requirements for pass-through entities.**

**All pass-through entities must:**

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

<b>Prime Awardee:</b>	<b>Arizona Department of Health Services</b>
<b>DUNS #</b>	<b>QMWUG1AMYP65</b>
<b>Federal Award Identification (Grant Number):</b>	<u>6 NH23IP922599-02-02</u>
<b>Subrecipient name (which must match the name associated with its unique entity identifier):</b>	<u>Pinal County</u>
<b>Subrecipient's unique entity identifier (DUNS #):</b>	<u>GX4FM9VQD7W3</u>
<b>Federal Award Identification Number (FAIN, sometimes it's the same as the Grant Number):</b>	<u>NH23IP922599</u>
<b>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;</b>	<u>09/23/2020</u>
<b>Subaward Period of Performance Start and End Date;</b>	<u>07/01/2019 - 06/30/2024</u>
<b>Subaward Budget Period Start and End Date:</b>	<u>07/01/2020 - 06/30/2021</u>
<b>Amount of Federal Funds Obligated by this action by the pass-through entity to the subrecipient (this is normally the contract amount):</b>	<u>\$84,200.00</u>
<b>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):</b>	<u>\$11,298,059.00</u>
<b>Total Amount of the Federal Award committed to the subrecipient by the pass-through entity</b>	<u>\$15,546,386.00</u>
<b>Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA)</b>	<u>CDC-RFA-IP19-1901 Immunization and Vaccines for Children</u>

<b>CONTRACT NUMBER</b>	<b>INTERGOVERNMENTAL AGREEMENT EXHIBIT FIVE (5)</b>
CTR060272	

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

Centers for Disease Control and Prevention

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

93.268 - Immunization Cooperative Agreements

Identification of whether the award is R&D

N/A

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

10%





**PINAL COUNTY**  
WIDE OPEN OPPORTUNITY

AGENDA ITEM

September 4, 2024 ADMINISTRATION BUILDING A  
FLORENCE, ARIZONA

**REQUESTED BY:**

**Funds #:** 82

**Dept. #:** 359

**Dept. Name:** PUBLIC HEALTH

**Director:** MERISSA MENDOZA

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

Discussion/approval/disapproval of Internship Site Agreement between Aspen University and Pinal County Public Health Services District, through the Pinal County Board of Supervisors to provide internship opportunities for students of Aspen University. The term of this agreement commences upon signature of the agreement, and concludes December 31, 2024. There is no funding or match amount for this agreement. There is no impact to the General Fund. (Steven Ortiz/Merissa Mendoza)

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

There is no impact to the general fund.

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

The internship agreement allows Pinal County Public Health Services District to act as preceptors for interns participating in this program.

**MOTION:**

Approve as presented.

History	Who	Approval
Time		
8/22/2024 11:09 AM	County Attorney	Yes
8/26/2024 7:09 AM	Grants/Hearings	Yes
8/27/2024 12:03 PM	Budget Office	Yes
8/27/2024 5:09 PM	County Manager	Yes
8/28/2024 9:52 AM	Clerk of the Board	Yes

**ATTACHMENTS:**

**Click to download**

[Internship Agreement](#)

[Certificate of Insurance](#)



## Internship Site Agreement

This INTERNSHIP AGREEMENT is entered into between the ASPEN UNIVERSITY INC. with its principal place of business located 4615 East Elwood Street Suite 100, Phoenix, AZ 85040 (hereinafter referred to as "SCHOOL") and the **Pinal County Public Health Services District, 971 N. Jason Lopez Circle, Building D, Florence, AZ 85132** (hereinafter referred to as "AGENCY"). This agreement shall replace or supersede all other agreements between the parties.

WHEREAS, the mission of the Aspen University School of Nursing and Health Sciences is to enhance the health and quality of life for individuals, families, and communities at local, state, and national levels through excellence in teaching, scholarship and practice.

WHEREAS, the Master in Science in Public Health (MPH) program prepares nurses to assume leadership roles in management, education, and practice within a diverse society and across a spectrum of healthcare settings.

WHEREAS, the AGENCY is willing to share its facilities with the SCHOOL by making its resources available for the instruction of students.

NOW, THEREFORE, for and in consideration of the foregoing objectives and in further consideration of the covenants and promises hereinafter set forth, the parties hereto mutually agree as follows:

1. Upon inception, the graduate student shall execute a form acknowledging all applicable policies required by SCHOOL and AGENCY.
2. The graduate student participating in the practicum experience at the AGENCY will be enrolled in the graduate public health program and currently enrolled in a graduate public health course with an appropriately credentialed faculty member.
3. A general orientation to the AGENCY will be provided by the Preceptor or AGENCY designee and must be attended by the graduate student prior to beginning the practicum experience.
4. When on AGENCY premises, the graduate student will be under the direct supervision of a specified Preceptor agreed upon by the SCHOOL and AGENCY.
5. The graduate student and Preceptor will negotiate the specific areas of the practicum experience in alignment with the requirements of the graduate course in which the student is enrolled.
6. The SCHOOL shall instruct the graduate student that he/she shall follow all administrative policies, standards and practices of AGENCY while participating in the practicum experience to the extent that AGENCY's rules and regulations do not contradict the SCHOOL'S rules and regulations.
7. Where the AGENCY provides direct patient care, the SCHOOL and the graduate student shall comply with the AGENCY'S applicable policy regarding the Health Insurance Portability and Accountability Act (HIPAA) and shall not disclose any records concerning a patient or participant to any third party without the prior written consent of the AGENCY.
8. Upon mutual agreement, the AGENCY reserves the right, upon consultation with the SCHOOL, to require the dismissal or removal from the AGENCY any graduate student (i) whose personal characteristics prevent desirable relationships with AGENCY, (ii) whose health status is a detriment to the graduate student's successful completion of the practicum experience or to the welfare of patient or participants or (iii) whose

performance, after appropriate instruction and counseling, continues to fall below the level required to maintain practice standards.

9. The SCHOOL agrees that the faculty member may serve as consultant and on committees of the AGENCY when requested by the AGENCY.
10. There will be no exchange of monies between the AGENCY, the SCHOOL, the Preceptor, or the graduate student.
11. The graduate student will be responsible for personal transportation, meals, laundry and health care needs in the performance of this agreement.
12. To the extent permitted by applicable law, each party does hereby covenant and agree to indemnify and hold harmless the other party, its appointed boards and commissions, officials, officers, employees, students, and subagents, individually and collectively, from all fines, claims, demands, suits or actions of any kind and nature by reason of its acts or omissions occurring in the performance of this Agreement. Nothing in this Agreement or in its performance shall be construed to result in any person being the officer, agent, employee or servant of either party when such person, absent of this Agreement and the performance thereof, would not in law have had such status. Nothing in the execution of this Agreement or in its performance shall be construed to establish a joint venture by the parties hereto.
13. Both parties, in connection with any service or other activity under this Agreement, agree not to unlawfully discriminate against any person on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, ethnicity, age, disability, political affiliations or belief. The SCHOOL and the AGENCY will comply with Title VII of the Civil Rights Act of 1964, Americans with Disabilities Act (ADA) of 1991, Title IX of the Education Amendments Act of 1972 and Section 504 of the Rehabilitation Act of 1973.
14. In addition to those laws specifically mentioned in this Agreement, AGENCY shall comply with all applicable policies of SCHOOL applicable to it and comply with all applicable laws and rules.
15. The SCHOOL and AGENCY will maintain in effect during the entire term of this Agreement, at their sole respective cost and expense, at least \$1,000,000 of commercial general liability insurance. The SCHOOL and AGENCY will make certificates of insurance available to each other upon request. The SCHOOL and AGENCY will maintain in effect during the entire term of this Agreement, at their sole respective cost and expense, Medical Errors & Omission coverage.
16. This agreement will expire on **December 31, 2024** *(enter a month/day/year at least 1 year from the anticipated practicum course start date)* unless terminated by either party upon giving 30 days advance written notice to the other party.

Notice to the SCHOOL shall go to the following:

Kimberly Warren  
Aspen University  
4615 East Elwood Street, Suite 100  
Phoenix, AZ 85040  
[ofe@aspen.edu](mailto:ofe@aspen.edu)

Notice to the AGENCY shall go to the following:

Pinal County Public Health Services District  
971 N. Jason Lopez Circle, Building D  
Florence, AZ 85132  
ATTN: Merissa Mendoza  
[merissa.mendoza@pinal.gov](mailto:merissa.mendoza@pinal.gov)

**Aspen University (leave blank)**

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Agency**

Physical Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



# CERTIFICATE OF LIABILITY INSURANCE

7/4/2025

DATE (MM/DD/YYYY)

7/26/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Lockton Companies 1185 Avenue of the Americas, Suite 2010 New York NY 10036 646-572-7300	<b>CONTACT NAME:</b>	
	<b>PHONE (A/C, No, Ext):</b>	<b>FAX (A/C, No):</b>
	<b>E-MAIL ADDRESS:</b>	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A :</b> The Hanover Insurance Company	<b>NAIC #</b> 22292
	<b>INSURER B :</b> Hartford Casualty Insurance Company	29424
	<b>INSURER C :</b> Lloyds Syndicate 2623	
<b>INSURED</b> 1480840 Aspen University Inc. 4605 E. Elwood Street, Suite 300 Phoenix, AZ 85040	<b>INSURER D :</b> Landmark American Insurance Company	33138
	<b>INSURER E :</b> Lloyd's of London	
	<b>INSURER F :</b> XL Specialty Insurance Company	37885

**COVERAGES**      **CERTIFICATE NUMBER:** 16887797      **REVISION NUMBER:** XXXXXXXX


THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	N N	ZHR A760233 10	7/4/2024	7/4/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	N N	ZHR A760233 10	7/4/2024	7/4/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED      RETENTION \$	N N	UHR A760234 10	7/4/2024	7/4/2025	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ XXXXXXXX
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	42 WB AG6N1S	7/4/2024	7/4/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Cyber	N N	W354A2240201	7/4/2024	7/4/2025	\$5M Occ/\$5M Agg/\$50K Ret
D	Medical Liab.		LHM859169	7/4/2024	7/4/2025	\$2M Occ/\$5M Agg \$2,500 Ded
E	Educators Liab.		MPL3088324	7/4/2024	7/4/2025	\$500K Occ/\$1M Agg/\$25K Ded
F	ATTACHED		ELU198249-24	7/4/2024	7/4/2025	

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
Subject to overall policy terms and conditions, Medical Professional policy covers any student enrolled in a training program, but only while acting within the scope of their duties as such and under the direct supervision of faculty members or educators of such training program.

**CERTIFICATE HOLDER**

**CANCELLATION** See Attachments

16887797 Evidence of Insurance	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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**Crime**

Policy # ELU198249-24

Policy Term: 7/4/24 - 7/4/25

Issuing Co.: XL Specialty Insurance Company

Limit: \$2,500,000 per loss

Retention: \$25,000

**Excess Medical Liability Coverage:**

Policy # W3540B240201

Policy Term: 7/4/2024 - 7/4/2025

Issuing Co.: Underwriters at Lloyd's of London

Each Occurrence: \$1,000,000

Aggregate: \$5,000,000





Evidence of Insurance

Dear Aspen University Inc. certificate holder:

In an effort to meet demand for instant electronic delivery of certificates, Lockton Companies now provides paperless delivery of Certificates of Insurance. Thank you for your patience and willingness to help us lessen our environmental footprint.

To fulfill your certificate delivery, we need your email address. Please contact us via one of the methods below with your Holder ID number, email address, and phone number in the event we have any questions.

**Your Holder ID number is 16887797.**

- Email: [Northeast-TSA@lockton.com](mailto:Northeast-TSA@lockton.com)
- Toll-free automated phone service: 866-218-4018

If this certificate is no longer needed or valid, please notify us.

Thank you,

Lockton Companies



# PINAL COUNTY

WIDE OPEN OPPORTUNITY

## AGENDA ITEM

September 4, 2024 ADMINISTRATION BUILDING A  
FLORENCE, ARIZONA

**REQUESTED BY:**

**Funds #:**

**Dept. #:**

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

**Director:** Natasha Kennedy

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

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

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

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

**MOTION:**

History	Who	Approval
Time		

<b>ATTACHMENTS:</b>
<a href="#">Click to download</a>
No Attachments Available



# PINAL COUNTY

WIDE OPEN OPPORTUNITY

## AGENDA ITEM

September 4, 2024 ADMINISTRATION BUILDING A  
FLORENCE, ARIZONA

**REQUESTED BY:**

**Funds #:**

**Dept. #:**

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

**Director:** Natasha Kennedy

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

Meeting Notice of Posting

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

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

**MOTION:**

History	Who	Approval
Time		

**ATTACHMENTS:**

Click to download

[Notice of Posting](#)



**PINAL COUNTY**  
WIDE OPEN OPPORTUNITY

**MEETING NOTICE OF POSTING**

**STATE OF ARIZONA**

**COUNTY OF PINAL**

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

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

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

Pursuant to A.R.S. 38-431.02 notice is hereby given that the Pinal County Board of Supervisors and Pinal County Board of Directors will hold a Regular meeting on **Wednesday, September 4, 2024 at 9:30 AM** in the Board Hearing Room, 1891 Historic Courthouse, Administrative Complex, located at 135 N. Pinal Street, Florence, Arizona 85132. The public will have physical access to the meeting room at 9:15 AM.

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

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

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

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

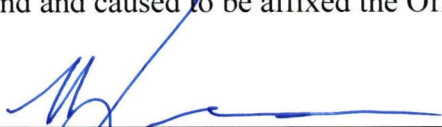
**Note:** One or more members of the Board may participate in this meeting by telephonic conference call.

I hereby further certify that I caused to be posted this Friday, August 30, 2024, around 11:00 AM the Regular Agenda, Public Health Service District Agenda, and Executive Session as follows:

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

**IN WITNESS WHEREOF**, I have hereunto set my hand and caused to be affixed the Official Pinal County, Arizona Seal this 30<sup>th</sup> day of August, 2024.



  
**Natasha Kennedy**  
Clerk of the Board of Supervisors  
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)