



NOTICE OF PUBLIC MEETING AND EXECUTIVE SESSION
PINAL COUNTY PUBLIC HEALTH SERVICES DISTRICT
BOARD OF DIRECTORS
AGENDA
Wednesday, June 4, 2025

9:30 AM - CALL TO ORDER

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

BUSINESS BEFORE THE BOARD

(Consideration/Approval/Disapproval of the following:)

(1) **CONSENT ITEMS:**

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

- * A. Discussion/approval/disapproval of Minutes from April 30, 2025, and May 7, 2025, Board of Directors Public Health Services District Meetings. (Natasha Kennedy)
- * B. Discussion/approval/disapproval of the Award Agreement under the Sexually Transmitted Infection (STI) Screening Program between Arizona Family Health Partnership, hereby referred to as Affirm Sexual and Reproductive Health, and Pinal County through the Pinal County Board of Supervisors beginning January 1, 2025, ending December 31, 2026, for a total amount of \$18,042. This grant will be used by Public Health to provide STI testing and treatment to sexually active female clients 24 years of age and younger as well as gonorrhea and syphilis testing to sexually active male and female clients 44 years of age and younger under the Family Planning Program. (Carey Lennon/Merissa Mendoza)
- * C. Discussion/approval/disapproval of Award Agreement No. CTR068315 Amendment A1 under the Sexually Transmitted Infection Investigations Program between Arizona Department of Health Services and Pinal County Public Health Services District, through the Pinal County Board of Supervisors, beginning January 1, 2023, ending February 28, 2026, in the amount of \$76,754.50. This grant will be used by the Public Health Services District for sexually transmitted illness control services. The funding is included in the current budget. (Zia Helgeson-Budrys/Merissa Mendoza)
- * D. Discussion/approval/disapproval to retroactively submit a grant application to the Arizona Department of Public Safety FY26 Victims of Crime Act grant for \$41,375. Match is required in the amount of \$10,344. This grant will be used by the Family Advocacy Centers. The grant will provide Trauma Therapy to victims of child abuse and interpersonal violence to facilitate healing and provide coping techniques to address the impact of trauma. (Melody Lenhardt/Merissa Mendoza)

- * E. Discussion/approval/disapproval to accept award AG25-0025-010 Child and Family Advocacy Center Fund FY2025 - Eloy from the Arizona Office of the Attorney General and Pinal County Public Health Services District, through Pinal County Board of Supervisors, for the period of July 1, 2025, through June 30, 2026, in the amount of \$3,194.37. This grant will be used by the Public Health Services District to provide funding to the Eloy Family Advocacy Center (FAC) to provide services to victims of child abuse. FAC staff provide forensic medical examinations, forensic interviews, victim advocacy and referral to mental health and other community services. These services are also available to child witnesses to violence and vulnerable adults. (Melody Lenhardt/Merissa Mendoza)
- * F. Discussion/approval/disapproval to accept award AG25-0025-011 Child and Family Advocacy Center Fund FY2025 - Maricopa from the Arizona Office of the Attorney General and Pinal County Public Health Services District, through Pinal County Board of Supervisors, for the period of July 1, 2025, through June 30, 2026, in the amount of \$3,022.48. This grant will be used by the Public Health Services District to provide funding to the Maricopa Family Advocacy Center (FAC) to provide services to victims of child abuse. FAC staff provide forensic medical examinations, forensic interviews, victim advocacy and referral to mental health and other community services. These services are also available to child witnesses to violence and vulnerable adults. (Melody Lenhardt/Merissa Mendoza)
- * G. Discussion/approval/disapproval to accept award AG25-0025-012 Child and Family Advocacy Center Fund FY2025 - San Tan Valley from the Arizona Office of the Attorney General and Pinal County Public Health Services District, through Pinal County Board of Supervisors, for the period of July 1, 2025, through June 30, 2026, in the amount of \$3,744.41. This grant will be used by the Public Health Services District to provide funding to the San Tan Valley Family Advocacy Center (FAC) to provide services to victims of child abuse. FAC staff provide forensic medical examinations, forensic interviews, victim advocacy and referral to mental health and other community services. These services are also available to child witnesses to violence and vulnerable adults. (Melody Lenhardt/Merissa Mendoza)
- * H. Discussion/approval/disapproval of Internship Site Agreement between The University of Arizona College of Nursing, and Pinal County Public Health Services District, through the Pinal County Board of Supervisors, to provide internship opportunities for students of The University of Arizona College of Nursing. The term of this agreement commences upon the signature of the agreement and extends until termination by either party. There is no funding or match amount for this agreement. There is no impact on 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

6/4/2025

Board Meeting Room

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 April 30, 2025, and May 7, 2025, 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

ATTACHMENTS

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ATTACHMENTS:

	Description
	Minutes 04.30.2025
	Minutes 05.07.2025



PINAL COUNTY

WIDE OPEN OPPORTUNITY

**PINAL COUNTY PUBLIC HEALTH SERVICES DISTRICT
BOARD OF DIRECTORS
MINUTES
Wednesday, April 30, 2025
11:14 AM**

BOARD OF DIRECTORS

Chairman Stephen Q. Miller
Director, District 3

Vice-Chairman Jeffrey McClure
Director, District 4

Rich Vitiello
Director, District 1

Mike Goodman
Director, District 2

Jeff Serdy
Director, District 5

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

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

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

The Pinal County Public Health Services District Board of Directors convened at 11:14 a.m. this date. The meeting was called to order by Chairman Miller.

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

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

(1) CONSENT ITEMS:

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

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

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

Motion Made By: Supervisor Goodman

Seconded By: Supervisor McClure

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

Motion Passed

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

- * A. Discussion/approval/disapproval of Minutes from March 19, 2025, and April 2, 2025, Board of Directors Public Health Services District Meeting. (Natasha Kennedy)
- * B. Discussion/approval/disapproval of Amendment No. 3 of Award Agreement No. CTR063850 under Arizona Prescription Drug Overdose Prevention Program grant between the Arizona Department of Health Services and Pinal County, through Pinal County Board of Supervisors beginning September 30, 2024, ending September 29, 2025, for \$50,000. This grant will be used by the department to maintain an Overdose Fatality Review Team. This multidisciplinary team reviews the circumstances surrounding overdose deaths within Pinal County, and makes systems and policy recommendations aimed at decreasing overdoses. There is no impact to the General Fund. (Jan Vidimos/Merissa Mendoza)

11:15 a.m. – Chairman Miller adjourned the April 30, 2025, Pinal County Public Health Services District Board of Directors Meeting and reconvened the Pinal County Board of Supervisors Meeting.

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

Stephen Q. Miller, Chairman

ATTEST:

Natasha Kennedy, Clerk of the Board

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

Approval of Minutes: June 4, 2025



PINAL COUNTY

WIDE OPEN OPPORTUNITY

**PINAL COUNTY PUBLIC HEALTH SERVICES DISTRICT
BOARD OF DIRECTORS
MINUTES
Wednesday, May 7, 2025
9:58 AM**

BOARD OF DIRECTORS

Chairman Stephen Q. Miller
Director, District 3

Vice-Chairman Jeffrey McClure
Director, District 4

Rich Vitiello
Director, District 1

Mike Goodman
Director, District 2

Jeff Serdy
Director, District 5

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

All Presentations are attached to the Agenda at:
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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 9:58 a.m. this date. The meeting was called to order by Chairman Miller.

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

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

(1) **CONSENT ITEMS:**

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

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

Item Action: Approved Consent Agenda Items A through C on the Pinal County Public Health Services District Board of Directors Agenda

Motion Made By: Supervisor McClure

Seconded By: Supervisor Vitiello

To approve Consent Agenda Items A through C on the Pinal County Public Health Services District Board of Directors Agenda.

Motion Passed

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

- * A. Discussion/approval/disapproval of acceptance of a donation from Ardo Switzerland of four (4) new Calypso Breast Pumps, MSRP value of approximately \$400, free of charge. These items will be raffled off to attendees of the Pinal County WIC Community Baby Shower on August 15, 2025, at the San Tan Valley Public Health Clinic. Breast pumps can help parents who are returning to work or school to continue to provide breast milk to their infants. County Finance has been notified of this prospective donation pursuant to Policy 8.71. (Steven Ortiz/Merissa Mendoza)
- * B. Discussion/approval/disapproval of Contract Amendment #1 under the Family Planning Program between Affirm Sexual and Reproductive Health and the Pinal County Public Health Services District, through the Pinal County Board of Supervisors. Contract is to be effective April 1, 2024, through August 31, 2025. For the servicing period of April 1, 2024, through March 31, 2025, the award amount will not exceed \$354,875; which includes the original contract amount of \$350,000 with an additional \$4,875 for overperformance. For the servicing period of April 1, 2025, through August 31, 2025, the award amount will not exceed \$145,833. This grant will be used by the Public Health Department for family planning services. (Carey Lennon/Merissa Mendoza)

- * C. Discussion/approval/disapproval of the Supplemental Award Agreement under the Sexually Transmitted Infection (STI) Screening Program between Arizona Family Health Partnership, hereby referred to as Affirm Sexual and Reproductive Health, and Pinal County through the Pinal County Board of Supervisors beginning January 1, 2025, ending March 31, 2025, for a total maximum award of \$8,173. This grant will be used by Public Health to provide STI testing and treatment to sexually active female clients 24 years of age and younger, as well as gonorrhea and syphilis testing to sexually active male and female clients 44 years of age and younger under the Family Planning Program. There is no impact on the General Fund. (Carey Lennon/Merissa Mendoza)

10:00 a.m. – Chairman Miller adjourned the May 7, 2025, Pinal County Public Health Services District Board of Directors Meeting and reconvened the Pinal County Board of Supervisors Meeting.

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

Stephen Q. Miller, Chairman

ATTEST:

Natasha Kennedy, Clerk of the Board

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

Approval of Minutes: June 4, 2025



PINAL COUNTY

WIDE OPEN OPPORTUNITY

AGENDA ITEM

6/4/2025

Board Meeting Room

REQUESTED BY:

Funds #: 82

Dept. #: 359

Dept. Name: Public Health/ME

Director: Merissa Mendoza

BRIEF DESCRIPTION OF AGENDA ITEM AND REQUESTED BOARD ACTION:

Discussion/approval/disapproval of the Award Agreement under the Sexually Transmitted Infection (STI) Screening Program between Arizona Family Health Partnership, hereby referred to as Affirm Sexual and Reproductive Health, and Pinal County through the Pinal County Board of Supervisors beginning January 1, 2025, ending December 31, 2026, for a total amount of \$18,042. This grant will be used by Public Health to provide STI testing and treatment to sexually active female clients 24 years of age and younger as well as gonorrhea and syphilis testing to sexually active male and female clients 44 years of age and younger under the Family Planning Program. (Carey Lennon/Merissa Mendoza)

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

There is no match amount. No impact to the General Fund. The budget capacity was built into the FY 24/25 budget.

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

This grant will be used by Public Health to provide STI testing and treatment to sexually active female clients 24 years of age and younger as well as gonorrhea and syphilis testing to sexually active male and female clients 44 years of age and younger under the Family Planning Program.


MOTION:

Approve as presented.

ATTACHMENTS

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ATTACHMENTS:

	Description
	BOS Grant Request
	Affirm STI Contract 2025



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 _____

AFFIRM SEXUAL AND REPRODUCTIVE HEALTH SEXUALLY TRANSMITTED INFECTION SCREENING CONTRACT

This AFFIRM SEXUAL AND REPRODUCTIVE HEALTH SEXUALLY TRANSMITTED INFECTION SCREENING CONTRACT (the “**Contract**”) is entered into by and between the Arizona Family Health Partnership dba Affirm Sexual and Reproductive Health, an Arizona not-for-profit corporation (“**Affirm**”), and **Pinal County Public Health Services District** (the “**Contractor**”). Affirm or the Contractor may be referred to individually as the “**Party**” or collectively the “**Parties**”.

RECITALS

WHEREAS, Affirm has received STI Screening Services Grant, (the “**Grant**”), RFGA2022-004, Supplier ID: IV0000003142, dated April 25, 2025 from the Arizona Department of Health Services (“**ADHS**”).

WHEREAS, the Grant provides funds to Affirm for chlamydia screening services, which include testing and counseling (“**Chlamydia Screening Services**”) to sexually active female clients 24 years of age and younger (“**Chlamydia Target Population**”);

WHEREAS, the Grant provides funds to Affirm for syphilis screening services, which include testing and counseling (“**Syphilis Screening Services**”) to sexually active male and female clients 44 years of age and younger (“**Syphilis Target Population**”). The Chlamydia Screening Services and Syphilis Screening Services are collectively referred to as the “**Screening Services**.”

WHEREAS, the Contractor provides Screening Services; and

WHEREAS, the Parties desire to provide for a sub-award of the Grant to the Contractor for its performance of the Screening Services.

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises and covenants herein contained and intending to be legally bound thereby, Affirm and the Contractor agree as follows:

ARTICLE I TERM AND STATEMENT OF WORK

Beginning on **January 1, 2025 and ending December 31, 2025**, unless earlier terminated or amended pursuant to Article VI (the “**Term**”), the Contractor will provide Screening Services to clients in the Chlamydia Target Population and Syphilis Target Population in accordance with the Center for Disease Control’s 2021 Sexually Transmitted Diseases Treatment Guidelines (available at <https://www.cdc.gov/std/treatment-guidelines/STI-Guidelines-2021.pdf>). Contractor will participate in meetings and monitoring activities required by Affirm.

ARTICLE II CONSIDERATION

2.1 Consideration.

2.1.1 Affirm will pay the Contractor **\$22.50** for each chlamydia test or combination chlamydia/gonorrhea test the Contractor performs (collectively “***Chlamydia Test***”) for uninsured clients in the Chlamydia Target Population. Affirm will pay the Contractor **\$20.00** for each chlamydia treatment the Contractor performs for uninsured clients in the Chlamydia Target Population.

2.1.2 Affirm will pay the Contractor **\$16** for each syphilis test the Contractor performs for uninsured clients in the Syphilis Target Population.

2.2 Payment and Reporting. The total maximum consideration payable to the Contractor pursuant to Article II is **\$18,042**. All payments payable pursuant to this Contract are contingent on the following conditions, and will be made within 30 days of delivery of the last report due under this Section:

2.2.1 The Contractor submitting a complete Request for Screening Project Funds via electronic database inclusive of information contained in **Attachment 1**, for the relevant quarter, on or before the 25th day following the end of each calendar quarter.

2.2.2 The Contractor providing sufficient records of the Screening Services provided by the Contractor, including completed Project Tracking Logs in the form attached as **Attachment 2**, for the relevant quarter, on or before the 20th day following the end of each calendar quarter;

2.2.3 The Contractor providing any other records required by Affirm to determine the number and adequacy of the Screening Services provided by the Contractor;

2.2.4 The Contractor’s satisfactory performance of the Screening Services, in Affirm’s sole determination; and

2.2.5 Affirm’s receipt of the Grant.

ARTICLE III THE CONTRACTOR’S REPRESENTATIONS AND WARRANTIES

The Contractor represents and warrants to Affirm the matters set forth in this Article III.

3.1 ADHS and Legal Requirements. The Contractor has had the opportunity to review any ADHS conditions and other legal requirements for receiving Grant funds and the Contractor meets such conditions and requirements. The Contractor’s staff has adequate training to provide the Screening Services and is able to perform the Screening Services and meet all performance and reporting requirements required by ADHS and Affirm.

3.2 Debarment and Suspension. The Contractor’s employees and sub-contractors, its current and future subcontractors and their principals: (i) are not presently and will not be debarred, suspended, proposed for debarment or declared ineligible for the award of subcontracts, by any U.S. Government

agency, any state department or agency, in accordance with federal regulations (53 Fed. Reg. 19161-19211) or any other applicable law, or has been so within the preceding three (3) year period; (ii) have not within a three (3) year period preceding this Contract had one or more public transactions (federal, state, or local) terminated for cause or default; and (iii) in the event any employee or sub-contractor of the Contractor's is debarred, suspended, or proposed for debarment, the Contractor must immediately notify Affirm in writing.

3.3 HIPAA. The Contractor is a Covered Entity as defined in 45 CFR 160.103 of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), and is required to comply with the provisions of HIPAA with respect to safeguarding the privacy and confidentiality of protected health information. Affirm is neither a Covered Entity nor business associate under HIPAA; however, Affirm acknowledges that it is subject to the privacy and security requirements imposed on Grantees by the Department of Health and Human Services under the Title X Program. In the event of a "breach" requiring notification under A.R.S. § 18-552, Affirm will notify Contractor of the breach of Contractor's data promptly, and in all cases, within 45 days of discovering the breach.

3.4 Conflict of Interest. This Contract does not create a conflict of interest, under any statute or rule of any governing jurisdiction, between the Contractor's officers, agents or employees and Affirm. The provisions of ARS § 38-511 apply.

3.5 Equal Opportunity. The Contractor is an Equal Employment Opportunity employer in accordance with the requirements of 41 CFR § 60-1.4(a), 60-250.5, 60-300.5(a), 60-741.5(a) and 29 CFR § 471, Appendix A to Subpart A, if applicable.

ARTICLE IV COVENANTS

4.1 Compliance with Laws and Regulations. The Contractor will abide by all applicable laws, ordinances, and codes of the state of Arizona and local governments in the performance of the Contract, including all licensing standards and all applicable professional standards.

4.2 Licenses. The Contractor and each of its employees, agents and subcontractors will obtain and maintain during the Term of this Contract all appropriate licenses required by law for the operation of its facilities and for the provision of the Screening Services.

4.3 Status of the Contractor and Conflict of Interest. The Contractor, its agents and employees, including its professional and nonprofessional personnel, in the performance of this Contract, will act in an independent capacity and not as officers, employees or agents of Affirm. The Contractor will prevent its officers, agents or employees from using their positions for purposes that are, or give the appearance of being, motivated by a desire for private gain for themselves or others with whom they may have business, family, or other connections. The Contractor will refrain from using any inside or proprietary information regarding the activities of Affirm and its affiliates for personal benefit, benefit to immediate family, or benefit to any entity in which he holds a significant financial or other interest. The Contractor's officers, agents, or employees will not deploy themselves so as to receive multiple payments from Affirm or otherwise manipulate the assignment of personnel or tasks so as to unnecessarily increase payments to the Contractor or its officers, agents or employees.

4.4 Retention of Records and Audit. The Contractor will maintain financial records, supporting documents, statistical records, and all other books, documents, papers or other records pertinent to the Screening Services and this Contract for a period of at least three (3) years from termination of the Term

unless longer required by ADHS or federal law. If an audit, litigation, or other action involving the records is started before the end of the three (3) year period, The Contractor will maintain such records until the audit, litigation, or other action is completed, whichever is later. Client medical records must be retained in accordance with state and federal regulations. The Contractor will make available to Affirm, ADHS, or any other of their duly authorized representatives, upon appropriate notice, such books, records, reports, documents, and papers that are pertinent to the award for audit, examination, excerpt, transcription, and copy purposes, for as long as such records, reports, books, documents, and papers are retained. The Contractor will permit Affirm and/or ADHS to evaluate, through inspection or other means, the quality, appropriateness, and timeliness of Screening Services delivered under this Contract and to assess the Contractor's compliance with applicable legal and programmatic requirements.

4.5 Litigation. The Contractor will notify Affirm within 30 days of notice of any litigation, claim, negotiation, audit or other action involving the Screening Services, occurring during the Term or within four (4) years after the expiration of the Term. The Contractor will retain any records until the completion of such action and the resolution of all issues arising from or relating to such action, or four (4) years after the end of the Term, whichever is later.

ARTICLE V INSURANCE AND INDEMNIFICATION

5.1 Insurance. The Contractor will procure, maintain, and provide proof of coverage of: (i) a Medical Malpractice Professional Liability Insurance Policy and such policy will be written on an occurrence basis in the minimum amount of \$1,000,000 for all medical provider employees and subcontractors and consultants, unless the contractor qualifies for such insurance pursuant to Section 5.2; (ii) General Liability coverage of at least \$1,000,000 per occurrence and \$3,000,000 Annual aggregate against general liability endorsed for premises-operations, products/completed operations, contractual, property damage, and personal injury liability; (iii) Workers compensation in accordance with applicable law; (iv) Fidelity coverage adequate to protect against loss due to employee dishonesty of at least \$5,000; and (v) Sexual abuse and molestation coverage in the minimum amount of \$500,000. The Contractor will provide certificates indicating the proof of such insurance and incorporate them as Attachments to this Contract. The insurance policies referred to above must name Affirm as an additional insured under each policy. The Contractor will promptly provide Affirm with written notice of any ineligibility determination, suspension, revocation or other action or change relevant to the insurance requirements set forth above. The Contractor may provide all or a portion of the required coverage through programs of self-insurance as allowed by law.

5.2 FTCA Status. If applicable as a Federally Qualified Health Center ("**FQHC**"), the Contractor has been deemed eligible and approved for medical malpractice liability protection through the Federal Tort Claims Act (FTCA), pursuant to the Federally Supported Centers Assistance Act of 1992 and 1995. The Contractor must remain in deemed status during the Term of this Contract. Should the Contractor lose its designation as an FQHC or lose its deemed status during the Term, the Contractor must immediately secure Professional Liability Malpractice Insurance as required by Section 5.1 and must provide a copy of the insurance certificates confirming such insurance protection.

5.3 Indemnification. To the extent allowed under Arizona law, the Contractor will indemnify, defend, save, and hold harmless Affirm and its officers, officials, agents, and employees (hereinafter referred to as "**Indemnitee**") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "**Claims**") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the Contractor or any of its owners, officers, directors, agents, employees, or

subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of the Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation, or court decree. It is the specific intention of the Parties that the Indemnatee will, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by the Contractor from and against any and all Claims. It is agreed that the Contractor will be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable. To the extent permitted by law, the Contractor agrees to reimburse Affirm for any monies which Affirm is required to pay to the ADHS or agencies of the United States Government or the State of Arizona for any Claims arising solely from the failure of the Contractor to perform in accordance with this Contract or, local, state, or federal laws and regulations. Affirm will appropriately invoice or file a Claim with the Contractor for any such reimbursement by the Contractor, and the Contractor will have opportunity to review, and protest when appropriate, the Claim prior to making any timely reimbursement to Affirm. The indemnification provided herein will survive the termination of this Contract.

ARTICLE VI TERMINATION AND AMENDMENT

6.1 Termination of Contract. This Contract will terminate on the last date discussed in Article I, unless earlier terminated pursuant to the terms of this Section.

6.1.1 Termination by the Contractor. If the Contractor is unable or unwilling to comply with additional conditions as may be lawfully imposed on the Contractor, the Contractor may terminate this Contract by giving written notice to Affirm signifying the effective date thereof. The Contractor may terminate this Contract for any other reason by providing Affirm with at least 90 days written notice. In the event the Contractor terminates this Contract, the Contractor will be entitled to compensation for any un-paid consideration due in satisfactory performance of this Contract.

6.1.2 Termination by Affirm. Affirm may terminate this Contract or suspend payment under Article II, in whole or in part, in the event the Contractor: (i) fails to fulfill in a timely and proper manner its obligations under this Contract; or (ii) violates any of the covenants, agreements, or stipulations of this Contract, by providing the Contractor written notice of termination specifying the date of termination. Affirm may give the Contractor an opportunity to cure deficiencies by providing a cure period, of at least 10 days, in any notice of termination. If Affirm does not provide a cure period or if Contractor does not cure all deficiencies within the time specified by Affirm, the Contract will be terminated. Despite any termination hereunder, the Contractor will not be relieved of liability to Affirm for damages sustained by Affirm by virtue of any material breach of this Contract by the Contractor. Affirm may withhold any amount payable to the Contractor for the purpose of offset until such time as the exact amount of damages, if any, due Affirm from the Contractor is agreed upon or otherwise determined.

6.1.3 Termination or Reduction of DHHS Funding. Affirm relies on certain Department of Health and Human Services ("**DHHS**") grants to maintain its operations. Affirm has been informed by DHHS that funding is available for the Term. However, in the event any DHHS funding is reduced, terminated or otherwise negatively altered, whether before or after this Contract is effective, Affirm may terminate this Contract in whole or in part by providing the Contractor a written notice of termination. The effective Contract termination date will be the date such DHHS funding is reduced, terminated or otherwise negatively altered. Notwithstanding anything in this Contract to the contrary, if the Contract is terminated because of the foregoing, Affirm is relieved

of all obligations under the Contract. Termination of this Contract hereunder will not be deemed a breach of this Contract by Affirm.

6.1.4 Termination or Reduction of Grant Funding. Affirm relies on the Grant to maintain its operations. Affirm has been informed that the Grant has been awarded for the Term. However, in the event any Grant funding is reduced, terminated or otherwise negatively altered, whether before or after this Contract is effective, Affirm may terminate this Contract in whole or in part by providing the Contractor a written notice of termination. The effective Contract termination date will be the date such Grant funding is reduced, terminated or otherwise negatively altered. Notwithstanding anything in this Contract to the contrary, if the Contract is terminated because of the foregoing, Affirm is relieved of all obligations under the Contract. Termination of this Contract hereunder will not be deemed a breach of this Contract by Affirm.

6.2 Amendment. The Contract, together with Attachments referenced herein, fully expresses all understanding of the Parties concerning all matters covered and will constitute the total Contract. No amendment of, addition to, or alteration of the Terms of this Contract, whether by written or verbal understanding of the Parties, their officers, agents or employees, will be valid unless made in a writing that is formally approved and executed by the Parties or made pursuant to the following procedures:

6.2.1 If Affirm obtains additional Grant funding for periods after the Term, the Contractor may request to extend the Term. Any extension of the Term will be mutually agreed on by the Parties, in writing.

6.2.2 The Contractor may make changes to staff and location of its Screening Services, provided that the Contractor will notify Affirm, in writing as soon as possible for staff changes and within 30 working days of any changes or closures of a clinic site location.

6.2.3 Changes in policies, procedures, and/or forms related to the Screening Services must be submitted in writing to Affirm.

6.2.4 Within 15 days of change, the Contractor must notify Affirm of changes in key clinical or management personnel, including administrative officers and Screening Services program directors.

ARTICLE VII MISCELLANEOUS PROVISIONS

7.1 Nonexclusivity. That this Contract is nonexclusive in nature, and Affirm retains the authority to contract with other Parties for the delivery of Screening Services in the Contractor's geographic area.

7.2 Governing Law. Any action relating to this Contract will be brought in a court of the State of Arizona in the county in which the Screening Services are provided, unless otherwise prohibited by prevailing federal law. Any changes in the governing laws, rules and regulations that do not materially affect the Contractor's obligation under the Contract during the Term will apply but do not require an amendment.

7.3 Intangible Property and Copyright. The Contractor will ensure that publications developed while providing the Screening Services do not contain information that is contrary to ADHS policies or to accepted clinical practice. Affirm Grant support must be acknowledged in any publication. The Contractor will obtain pre-approval from Affirm for publications resulting from activities conducted under this Contract. The Contractor will also provide all publications referencing Affirm to Affirm for pre-approval prior to distribution.

7.4 Dispute Resolution. The Parties will first attempt to resolve any dispute arising under this Contract by informal discussion between the Parties, subject to good cause exceptions, including, but not limited to, disputes determined by either Party to require immediate relief. Any dispute that has not been resolved by informal discussions between the Parties within a reasonable period of time after the commencement of such discussions (not to exceed 30 days), may be resolved by any means available.

7.5 Notice. All notices required or permitted to be given hereunder will be given in writing and will be deemed to have been given when sent by certified or registered mail, postage prepaid, return receipt requested.

Notices to Affirm will be addressed to:
Chief Executive Officer
Arizona Family Health Partnership
3800 N. Central Avenue
Suite 820
Phoenix, Arizona 85012

Notices to the Contractor will be addressed to:
Merissa Mendoza, MPA, RDN, IBCLC
Public Health Director
Pinal County Public Health Services District
971 N. Jason Lopez Circle, Building D
Florence, AZ 85132

Either Party may change its address for notices by giving written notice of such change to the other Party.

7.6 Severability. If any provision of this Contract is declared void or unenforceable, such provision will be deemed severed from this Contract, which will otherwise remain in full force and effect. If any provision of this Contract is declared void or unenforceable, the Parties will engage in good faith efforts to renegotiate such provision in a manner that most closely matches the intent of the provision without making it unenforceable.

7.7 No Third-Party Beneficiary. This Contract was created by the Parties solely for their benefit and is not intended to confer upon any person or entity other than the Parties any rights or remedies hereunder.

7.8 Waiver. Performance of any obligation required of a Party hereunder may be waived only by a written waiver signed by the other Party, which waiver will be effective only with respect to the specific obligations described herein. The waiver of a breach of any provisions will not operate or be construed as a waiver of any subsequent breach.

7.9 Integration. This Contract represents the entire agreement of the parties with respect to its subject matter, and all agreements, oral or written, entered into prior to this Contract are revoked and superseded by this Contract.

7.10 Execution. This Contract will not be effective until it has been approved as required by the governing bodies of the Parties and signed by the persons having executory powers for the Parties. This Contract may be executed in two or more identical counterparts, by manual or electronic signature.

IN WITNESS WHEREOF, the Parties have each caused an authorized representative to execute and deliver this Contract on the Date provided below.

CONTRACTOR:

AFFIRM:

Signature

Stephen Q. Miller

Chairman of the Board of Supervisors

Pinal County Public Health Services District

86-6000556

Contractor ID Number (EIN)

Nine Digit DUNS#: 074447095

DUNS Registered Name: County of Pinal

SAM #: GX4FM9VQD7W3

Date

Signature

Brenda L. Thomas, MPA

Chief Executive Officer

Affirm

Date

**Affirm****Request for STI Screening Project Funds**

Agency: _____

Reporting Period

From: _____

To: _____

This is a request for :

Reimbursement _____

Test	Quantity	Amount
CT Tests @ \$22.50/each		\$ -
CT Positives @ \$20/each		\$ -
Syphilis Tests @ \$16/each		\$ -

Amount Awarded	Total Funds Earned this Reporting Period (i.e. this request)	Prior Report Period Year to Date Funds Earned	Total Year to Date Funds Earned	Available Balance	% Earned YTD
Total Grant	\$ -		\$ -	\$ -	
			\$ -	\$ -	
Total	\$ -	\$ -	\$ -	\$ -	#DIV/0!

*To be determined by agency and verified by Affirm

Certification: By signing this request, I certify to the best of my knowledge and belief that the request is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and intent set forth in the award documents. I am aware that any false, fictitious, or fraudulent information may subject me to criminal, civil, or administrative penalties. (U.S. code, Title 18, Section 1001).

Authorized Signature _____

Date of request _____

Actual Signature required, stamped signature will not be accepted

Name _____

Title _____

Affirm Program Dept Use Only		Affirm Accounting use only	
Affirm Program Manager Certification			
<input type="checkbox"/>	Performance satisfactory for payment	<input type="text"/>	Date invoice recorded in QB
<input type="checkbox"/>	Performance unsatisfactory withhold payment	<input type="text"/>	Date of drawdown
<input type="checkbox"/>	Incorrect invoice, returned for clarification	<input type="text"/>	AFHP/Affirm check #
<input type="checkbox"/>	No payment due	<input type="text"/>	Date of check
		<input type="text"/>	Title X report updated
		<input type="text"/>	Date of ACH deposit
Program Manager Signature _____		Business Office Signature _____	
Date _____		Date _____	

[Agency Name] Quarterly STI Screening Project Tracking Log					
STI Screening Aim Statement	SCREENING RATE				
	Baseline (CY 2024)	Jan-Mar 2025	Jan-Jun 2025	Jan-Sept 2025	Jan-Dec 2025
CT screening in Females 24 and younger will increase from XX% to XX%, by 12/31/2025.					
GC screening in Females 24 and younger will increase from XX% to XX%, by 12/31/2025.					
Syphilis screening in Females and Males 34 years and younger will increase from XX% to XX%, by 12/31/2025.					
Numerator: Number of unduplicated clients in the focus population that had at least one [CT, GC, or Syphilis] test during measurement period					
Denominator: Number of unduplicated clients in the focus population seen during measurement period					

PLAN					
SMART Goal Statement	What specific metrics need to be tracked to measure progress toward the goal? (e.g., # of clients screened)	Who will be/are/has completed the goal?	What is the plan to achieve the goal? (e.g., outreach, education, etc.)	What are the next steps? What needs to be changed or sustained?	How will you know when the goal has been reached?

QUARTER 1 UPDATE: January 1-March 31, 2025								
Please include the name and title of who is completing the Q1 update:	What progress has been made?			What challenges/barriers have you faced?			What are the next steps? What needs to be changed or sustained?	Provider Sign Off: Please have them review the Quarterly Update and initial here.
	S.M.A.R.T. Goal 1:	S.M.A.R.T. Goal 2:	S.M.A.R.T. Goal 3:	S.M.A.R.T. Goal 1:	S.M.A.R.T. Goal 2:	S.M.A.R.T. Goal 3:		

QUARTER 2 UPDATE: April 1-June 30, 2025								
Please include the name and title of who is completing the Q1 update:	What progress has been made?			What challenges/barriers have you faced?			What are the next steps? What needs to be changed or sustained?	Provider Sign Off: Please have them review the Quarterly Update and initial here.
	S.M.A.R.T. Goal 1:	S.M.A.R.T. Goal 2:	S.M.A.R.T. Goal 3:	S.M.A.R.T. Goal 1:	S.M.A.R.T. Goal 2:	S.M.A.R.T. Goal 3:		

QUARTER 3 UPDATE: July 1-September 30, 2025								
Please include the name and title of who is completing the Q1 update:	What progress has been made?			What challenges/barriers have you faced?			What are the next steps? What needs to be changed or sustained?	Provider Sign Off: Please have them review the Quarterly Update and initial here.
	S.M.A.R.T. Goal 1:	S.M.A.R.T. Goal 2:	S.M.A.R.T. Goal 3:	S.M.A.R.T. Goal 1:	S.M.A.R.T. Goal 2:	S.M.A.R.T. Goal 3:		

QUARTER 4 UPDATE: October 1-December 31, 2025								
Please include the name and title of who is completing the Q1 update:	What progress has been made?			What challenges/barriers have you faced?			What are the next steps? What needs to be changed or sustained?	Provider Sign Off: Please have them review the Quarterly Update and initial here.
	S.M.A.R.T. Goal 1:	S.M.A.R.T. Goal 2:	S.M.A.R.T. Goal 3:	S.M.A.R.T. Goal 1:	S.M.A.R.T. Goal 2:	S.M.A.R.T. Goal 3:		

**CERTIFICATE OF INSURANCE
TO BE INSERTED HERE**



PINAL COUNTY

WIDE OPEN OPPORTUNITY

AGENDA ITEM

6/4/2025

Board Meeting Room

REQUESTED BY:

Funds #: 82

Dept. #: 359

Dept. Name: Public Health/ME

Director: Merissa Mendoza

BRIEF DESCRIPTION OF AGENDA ITEM AND REQUESTED BOARD ACTION:

Discussion/approval/disapproval of Award Agreement No. CTR068315 Amendment A1 under the Sexually Transmitted Infection Investigations Program between Arizona Department of Health Services and Pinal County Public Health Services District, through the Pinal County Board of Supervisors, beginning January 1, 2023, ending February 28, 2026, in the amount of \$76,754.50. This grant will be used by the Public Health Services District for sexually transmitted illness control services. The funding is included in the current budget. (Zia Helgeson-Budrys/Merissa Mendoza)

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

The funding is included in the current budget. There is no match requested. There is no impact to the General Fund.

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

This grant will be used by the Public Health Services District for sexually transmitted illness control services.

MOTION:

Approve as presented.

ATTACHMENTS

[Click to download](#)

ATTACHMENTS:

	Description
	BOS Grant Request
	CTR068315 Contract Amendment A1
	CTR068315 Original Contract



PINAL COUNTY

WIDE OPEN OPPORTUNITY

Board of Supervisors Grant Request

Board of Supervisors meeting date: _____

Department seeking grant: _____

Name of Granting Agency: _____

Name of Grant Program: _____

Project Name: _____

Amount requested: _____

Match amount, if applicable: _____

Application due date: _____

Anticipated award date/fiscal year: _____

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

Applicable Supervisor District: _____

Brief description of project: _____

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

Please select one:

Discussion/Approve/Disapproval consent item _____

New item requiring discussion/action _____

Public Hearing required _____

Please select all that apply:

Request to submit the application _____

Retroactive approval to submit _____

Resolution required _____

Request to accept the award _____

Request to approve/sign an agreement _____

Budget Amendment required _____

Program/Project update and information _____

	INTERGOVERNMENTAL AGREEMENT (IGA) Amendment		ARIZONA DEPARTMENT OF HEALTH SERVICES OFFICE OF PROCUREMENT 150 N. 18 th Ave., Suite 530 Phoenix, Arizona 85007
	Contract No.: CTR068315	IGA Amendment No: 1	Procurement Officer: Ryan Garcia

Sexually Transmitted Infection Investigations			
It is mutually agreed that the Intergovernmental Agreement referenced is amended as follows:			
1. Pursuant to Terms and Conditions, Provision Six (6) Contract Changes, subsection 6.1 Amendments, the Contract is hereby revised with the following:			
1.1. The Scope of Work is revised and replaced.			
1.2. The Price Sheet is revised and replaced.			
1.3. Exhibit A - 2 CFR 200.332 is revised and replaced.			
ALL CHANGES ARE REFLECTED IN RED			
All other provisions of this agreement remain unchanged.			
Pinal County Public Health Department			
Contractor Name:		County Authorized Signature	
971 N. Jason Lopez Circle, Bldg D, P.O. Box 2945			
Address:		Print Name	
Florence	AZ	85132-2945	
City	State	Zip	Title and Date
Pursuant to A.R.S. § 11-952, the undersigned public agency attorney has determined that this Intergovernmental Agreement is in proper form and is within the powers and authority granted under the laws of Arizona		This Intergovernmental Agreement Amendment shall be effective the date indicated. The Public Agency is hereby cautioned not to commence any billable work or provide any material, service or construction under this IGA until the IGA has been executed by an authorized ADHS signatory. State of Arizona	
Signature	Date	Signed this _____ day of _____ 2025.	
Print Name		Procurement Officer	
Contract No.: CTR068315 , 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			

	<p style="text-align: center;">INTERGOVERNMENTAL AGREEMENT (IGA)</p> <p style="text-align: center;">Amendment</p>		<p>ARIZONA DEPARTMENT OF HEALTH SERVICES OFFICE OF PROCUREMENT</p> <p>150 N. 18th Ave., Suite 530 Phoenix, Arizona 85007</p>
	Contract No.: CTR068315	IGA Amendment No: 1	Procurement Officer: Ryan Garcia

1. Background

- 1.1. 2021 Arizona statistics demonstrate an ongoing Sexually Transmitted Disease (STI) syndemic: The State of Arizona reported 41,514 cases of chlamydia (CT), 18,443 cases of gonorrhea (GC), and 3,456 cases of syphilis. Furthermore, in September 2018, ADHS declared the first statewide outbreak of syphilis in women and babies. Of the reported 2021 cases, Pinal County accounted for 1,783 CT cases, 738 GC cases, and 102 syphilis cases.
- 1.2. To address this syndemic, Pinal County Public Health Department (Contractor) and ADHS must build upon the current infrastructure that provides surveillance, epidemiology, disease investigation, prevention, policy and communication to expand and identify new interventions including:
 - 1.2.1. Screening and treatment,
 - 1.2.2. Partner services,
 - 1.2.3. Outreach,
 - 1.2.4. Community collaborations,
 - 1.2.5. Linkage to care, and
 - 1.2.6. Health promotions that address the target populations and geographical areas of high prevalence in Pinal County.
- 1.3. The changing health care landscape and information technology advances present opportunities and challenges to improve STI prevention programs. The public health landscape is shifting from direct individual patient care and individual-level interventions to population health.

2. Objective

In accordance with the cooperative agreement with the Center for Disease Control and Prevention (CDC) Strengthening Sexually Transmitted Disease Prevention and Control for Health Departments (STI PCHD) Grant number CDC-RFA-PS19-1901 (<https://www.cdc.gov/std/funding/pchd/default.htm>), the objective is to assure the prevention and control of STIs by supporting and improving the capacity of Contractor to:

- 2.1. Prevent and control the incidence of CT, GC, and syphilis;
- 2.2. Eliminate congenital syphilis;
- 2.3. Reduce primary and secondary syphilis;
- 2.4. Prevent antibiotic resistant gonorrhea;
- 2.5. Effectively respond to STI-related outbreaks;
- 2.6. Prevent STI-related reproductive health problems;
- 2.7. Reduce STI-related health disparities;

	<p style="text-align: center;">INTERGOVERNMENTAL AGREEMENT (IGA)</p> <p style="text-align: center;">Amendment</p>		<p>ARIZONA DEPARTMENT OF HEALTH SERVICES OFFICE OF PROCUREMENT</p> <p>150 N. 18th Ave., Suite 530 Phoenix, Arizona 85007</p>
	Contract No.: CTR068315	IGA Amendment No: 1	Procurement Officer: Ryan Garcia

- 2.8. Improve surveillance capacity;
- 2.9. Provide appropriate treatment and linkage to care for persons infected with STIs and their partners;
- 2.10. Promote CDC-recommended screening, diagnosis and treatment;
- 2.11. Disseminate local data to the healthcare community and general public;
- 2.12. Monitor and develop STI-related policy;
- 2.13. Develop and strengthen partnerships to support STI prevention and control;
- 2.14. Support Human Immunodeficiency Virus (HIV) prevention goals; and
- 2.15. Analyze and use data for increased program insight and development.

3. Scope of Services

The Contractor shall:

- 3.1. In addition to the reporting, prevention and control measures stated in the Arizona Revised Statutes, Title 9, Chapter 6, Articles 1 through 11, the Contractor will build upon the current infrastructure that provides surveillance, epidemiology, disease investigation, prevention, policy and communication to expand and identify new interventions that include: screening and treatment, partner services, outreach, community collaborations, linkage to care, and health promotions that address the target populations and geographical areas of high prevalence in Pinal County;
- 3.2. Collaborate with ADHS STI Control Epidemiologists and other community stakeholders to identify and conduct community outreach and activities to educate and screen high risk populations; and
- 3.3. Conduct patient care and partner services in accordance with the current CDC STI Treatment Guidelines and STI Program Operations Guide which can be found [here](#) and updates as published in the Morbidity and Mortality Weekly Report (MMWR), available at www.cdc.gov/STI.

4. Tasks

The Contractor shall:

- 4.1. Within thirty (30) days of executed agreement and in collaboration with the ADHS STI CONTROL develop a five (5) year Work Plan for 2024-2028 to meet the required activities as noted in section 3.2, and in accordance with the CDC-approved Work Plan for Arizona. It is highly recommended that the Contractor use ADHS provided templates. In this work plan, the contract shall describe strategies and metrics related to the following areas;

4.1.1. Surveillance

Increase the percent of STI records with complete data for key epidemiological fields; and

Increase the percent of STI records dispositioned within thirty (30) days.

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	<p>Contract No.: CTR068315</p>	<p>IGA Amendment No: 1</p>	<p>Procurement Officer: Ryan Garcia</p>

4.1.2. **Disease Investigation and Intervention**

- 4.1.2.1. Increase the percent (%) of early syphilis cases that have at least one (1) partner treated in thirty (30) days of initial test; and
- 4.1.2.2. Increase the percent (%) of syphilis cases that are screened for HIV/AIDS within thirty (30) days of initial syphilis test.

4.1.3. **Promote CDC-recommended screening, diagnosis, and treatment**

- 4.1.3.1. Increase the proportion of target populations (youth, men who have sex with other men, and women of childbearing age) who receive at least annual STI screening; and
- 4.1.3.2. Reduce the percent of gonorrhea cases that receive non-CDC recommended treatment.

4.1.4. **Promote STI prevention and policy**

- 4.1.4.1. Improve health department policies for STI prevention by using data to inform policy change and development.

4.1.5. **Analyze and use data for program improvement**

- 4.1.5.1. Improve surveillance efficiency through automation to increase the frequency of layered analysis by core epidemiological variables; and
- 4.1.5.2. Utilize surveillance data to inform resource allocation.

- 4.2. From years 2024 through 2028, submit a six (6) month and annual progress report. These reports should build upon the five (5) year work plan. It is recommended that the Contractor use the ADHS provided templates.

The Contractor shall:

- 4.2.1. Review timeliness of case disposition canned report in Patient Reporting Investigation Surveillance Manager (PRISM) at least twice annually and include this metric in the semiannual report to ADHS STI CONTROL.
- 4.2.2. If Contractor has fewer than seventy percent (70%) of syphilis cases dispositioned in thirty (30) days, then they shall include strategies to improve this metric in semi-annual/annual work plan.
- 4.2.3. Include activities and metrics for promoting quality STI care in the STI Specialty Clinics on their semi-annual/annual work plans.
- 4.2.4. Submit lists of STI Specialty Clinics in their semi-annual/annual work plan.
- 4.2.5. Include provider education metrics in their semi-annual/annual work plan (e.g., number/type of providers educated, scope of education, number of training events, etc.).

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- 4.2.6. Include activities to improve STI screening in men who have sex with men in their semi-annual/annual work plans and metrics to monitor progress in this area.
- 4.2.7. Include percent positivity for all screening conducted using RFA-PS19-1901 funds.
- 4.2.8. Include strategies for improving data security in their work plan if gaps are identified in the data security and confidentiality checklist.
- 4.2.9. If Contractor is not on track to spend down funds by July 31st, Contractor should also include a spend-down plan in their semi-annual report.
- 4.2.10. Notify ADHS of any staffing changes and/or submit a current staff roster of positions funded under this work that includes the name of the team member and the percent of their time that is funded for this work,
- 4.2.11. Indicate the current training status for each funded team member.
- 4.3. Utilize the comprehensive database, PRISM, for state-mandated STI reporting and complete the following activities to assure accurate data entry, and quality surveillance activities.
 - 4.3.1. Ensure that staff using PRISM access adhere to the current PRISM Policies and Procedures, and
 - 4.3.2. Ensure that staff using PRISM attends at least two (2) quarterly PRISM meetings and receive the slides and attachments from any missed meetings.
- 4.4. Adhere to the most current version of the ADHS reactor grid for case prioritization. **Syphilis cases are the highest priority for case investigation and partner services.** Contractor may request to opt out of certain activities related to gonorrhea/chlamydia investigations in their work plans, if such activities are limiting capacity to provide timely and appropriate disease intervention services to syphilis cases. Request must be noted and justified in the workplan and approved by the ADHS STI Control Office Chief.
- 4.5. The Contractor shall:
 - 4.5.1. Conduct prompt case management activities including field investigations, internet-based partner notification, patient interviews and case closure for patients diagnosed with early, primary, and secondary syphilis per CDC program standards and the ADHS checklist,
 - 4.5.2. Initiate case investigation within one (1) business day of notification for syphilis cases that meet one (1) or more of the following criteria:
 - 4.5.2.1. Pregnant female.
 - 4.5.2.2. Possible congenital case.
 - 4.5.2.3. Female under the age of forty-five (45).
 - 4.5.3. Initiate case investigation within three (3) business days of notification for syphilis cases that meet one (1) or more of the following criteria:
 - 4.5.3.1. Titer>= 1:8.

	<p style="text-align: center;">INTERGOVERNMENTAL AGREEMENT (IGA)</p> <p style="text-align: center;">Amendment</p>		<p>ARIZONA DEPARTMENT OF HEALTH SERVICES OFFICE OF PROCUREMENT</p> <p>150 N. 18th Ave., Suite 530 Phoenix, Arizona 85007</p>
	<p>Contract No.: CTR068315</p>	<p>IGA Amendment No: 1</p>	<p>Procurement Officer: Ryan Garcia</p>

- 4.5.3.2. Contact to a primary, secondary, or early case (denoted as T4 in PRISM).
- 4.5.4. Prioritize pregnant syphilis case investigations by following-up with partner(s), prenatal care providers, birthing centers, and neonatal care providers as needed to ensure adequate maternal treatment and education to prevent reinfection.
- 4.5.5. Complete thorough investigation of all congenital syphilis cases, and note any possible missed opportunities for prevention in PRISM. This information is also required for babies that are determined to not be a congenital syphilis case.
- 4.5.6. Prioritize syphilis cases occurring in women of childbearing age for partner services to verify staging and treatment, obtain pregnancy status, elicit partners, and collect other relevant risk factors and submit case information within thirty (30) days of notification.
- 4.5.7. Prioritize cases of syphilis in persons with a titer $\geq 1:8$ for partner services to verify staging and treatment, elicit partners, and collect other relevant risk factors and case information within thirty (30) days of notification.
- 4.5.8. Prioritize case investigation of contacts (cases marked as T4 in PRISM) of pregnant, primary, secondary, and/or suspect early, syphilis cases for testing, treatment (or epi-treatment if initially negative), staging (if positive), partner elicitation, risk factors, etc. within thirty (30) days of notification of original patient. This applies to contacts identified by other jurisdictions.
- 4.5.9. Ensure appropriate treatment and follow-up with partners of primary, secondary, and suspected early cases of syphilis within thirty (30) days of notification of original patient.
- 4.5.10. For syphilis cases that occur on tribal lands, Contractor shall work directly with the tribe, where possible, to coordinate case investigation and follow-up activities.
- 4.5.11. Provide education to any provider failing to appropriately screen for congenital syphilis.
- 4.5.12. Shall be receptive to ADHS regional investigation support if they are unable to meet investigation timeframes.
- 4.6. Provide accurate entry of all state mandated information on laboratory and Communicable Disease Reports and Laboratory Reports for *Treponema pallidum* (syphilis), *Neisseria gonorrhea*, *Chlamydia trachomatis*, and *Haemophilus ducrey* (chancroid).
- 4.6.1. Complete required training for data entry staff, epidemiologists, disease investigators, reporters and their supervisors. At minimum, STI disease investigators, epidemiologists, and public health nurses working with STI data should complete the modules available on learnpartnerservices.org within thirty (30) days of hire and should attend at least two (2) quarterly PRISM trainings a year and receive the materials for any quarterly trainings they miss.
- 4.6.2. Follow up with reporting physicians to obtain missing data, particularly for fields that require: birthdate, gender, pregnancy status, HIV status, treatment given, staging (if syphilis), patient address, provider information and specimen source.

	<p style="text-align: center;">INTERGOVERNMENTAL AGREEMENT (IGA)</p> <p style="text-align: center;">Amendment</p>		<p>ARIZONA DEPARTMENT OF HEALTH SERVICES OFFICE OF PROCUREMENT</p> <p>150 N. 18th Ave., Suite 530 Phoenix, Arizona 85007</p>
	Contract No.: CTR068315	IGA Amendment No: 1	Procurement Officer: Ryan Garcia

4.6.3. Enter all Communicable Disease Reports into PRISM his includes reports for cases that occur on tribal lands if the Tribe does not have access to PRISM. Tribes with PRISM access are expected to enter their own CDRs.

4.6.3.1. Contractor may request assistance with CDR entry for tribal cases from ADHS. Assistance must be approved by the ADHS STI Control Office Chief.

4.7. Reduce the threat of antibiotic resistance by providing CDC Treatment Guidelines to physicians that are flagged as consistently failing to treat gonorrhea according to these guidelines.

4.8. Annually review data security by using the CDC Data Security and Confidentiality Guidelines available here: <https://www.cdc.gov/nchhstp/programintegration/docs/pcsidatasecurityguidelines.pdf>, to identify program gaps (if any). If gaps are identified, the contractor shall include strategies for improving security and confidentiality on the semi-annual and annual progress reports.

4.9. Conduct priority investigations and partner service delivery on HIV co-infected individuals and insuring these clients are enrolled in care services.

4.10. Ensure that persons rectally positive for gonorrhea are screened for HIV and syphilis.

4.11. Contractor shall use ADHS reports and canned PRISM reports to inform resource allocation and other program planning efforts.

4.12. Ensure 340B Drug Pricing Program integrity and maintain accurate records documenting compliance with all 340B Program requirements.

5. Requirements

Contractor shall:

5.1. Have internet access to the ADHS Portal where PRISM resides and training webinars are held.

5.2. Abide by all HIPAA guidelines and CDC's Data Security and Confidentiality Guidelines.

5.3. Abide by all PRISM Data Use agreements.

5.4. Consult ADHS STI CONTROL before pursuing publication of PRISM data.

5.5. Submit any budget changes on or before July 15th to ensure timely approval of changes and timely approval of the required annual grant close out.

5.6. Submit all reports described in this contract.

5.7. Ensure that new staff conducting STI case investigations complete the training modules available on [CDC Train](#) within thirty (30) days of hire. Proof of training completion shall be required for staff who are at least partially funded by RFA-PS-19-1901 and submitted along with the monthly CER for new staff.

5.8. Ensure that all staff complete an annual cultural humility training, which may include coverage of topics such cultural competency, implicit bias, cultural diversity and inclusion.

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- 5.9. Participate in an annual meeting with the STI Control Office to discuss the grant and any challenges that may have arisen during the year. The meeting will also provide staffing updates and an opportunity to identify areas of support.

6. Funding Restrictions

- 6.1. Funds may only be used for reasonable program purposes (personnel, travel, supplies, and services).
- 6.2. Funds cannot be used for:
- 6.2.1. Research.
 - 6.2.2. Furniture.
 - 6.2.3. HIV Pre-exposure Prophylaxis (PrEP) medications or family planning medications.
 - 6.2.4. Clinical services (unless otherwise noted, see 6.4).
 - 6.2.5. Publicity or propaganda for the preparation, distribution, or use of any material designed to support or defeat the enactment of legislation before any legislative body.
 - 6.2.6. The salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or executive Order proposed or pending before any legislative body.
- 6.3. STI-related HIV prevention activities can be conducted under this IGA; however, they should not exceed ten percent (10%) of program effort and allocation.
- 6.4. No more than ten percent (10%) of the total award can be used for safety-net STI clinical preventive services provided the contractor can document ability to provide safety-net SD services as per CDC guidance.
- 6.5. If a majority or all funds are used on clinical services, counties are still expected to adhere to the investigation timeframes outlined in their full contract.
- 6.6. Personnel funds shall only be used for staff conducting STI investigation, partner services, STI data entry, STI analysis, or contributing to any of the other deliverables outlined in this Contract.
- 6.7. Although it would be allowable to fund/partially fund administrative and supervisory staff, personnel funds should be prioritized for syphilis case investigation. If a jurisdiction does not have capacity to investigate their syphilis cases, it would not be allowable to use this funding to cover non-investigation staff. Similarly, these funds cannot be used for clinicians unless they are funding the time clinical staff are spending on STI investigation work (i.e., a public health nurse who conducts partner services could be funded for the time they spend on STI investigations and contact tracing. Contractor shall prioritize personnel funds to ensure adequate capacity for conducting syphilis disease investigation before allocating personnel funds for other STI prevention related activities.

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7. Reference Documents

- 7.1. [Internet Guidelines for Online STI Prevention and Communication – available at http://www.cdc.gov/STI/program/](http://www.cdc.gov/STI/program/).
- 7.2. [Recommendations for Partner Services Programs for HIV Infection, Syphilis, Gonorrhea, and Chlamydia Infection.](#)
- 7.3. [CDC's Data Security and Confidentiality.](#)
- 7.4. Guidelines: <http://www.cdc.gov/nchhstp/programintegration/docs/PCSIDataSecurityGuidelines.pdf>.
- 7.5. [CDC Treatment Guidelines.](#)

8. State Provided Items

- 8.1. ADHS will provide an annual security and confidentiality training during at least one (1) PRISM quarterly webinar.
- 8.2. ADHS will provide local data reports to inform program planning.
 - 8.2.1. The Contractor may request additional data from ADHS by emailing prism.helpdesk@azdhs.gov to inform program planning. It is recommended that the contractor allow for a minimum of two (2) weeks for the development of customized reports.
- 8.3. ADHS will maintain and manage the data system, PRISM. This includes acting as the liaison between the developer and the county.
 - 8.3.1. ADHS will perform bi-monthly edit checks and quality assurance review.
 - 8.3.2. ADHS will maintain PRISM through regular system updates as provided by the developer and required by CDC.
 - 8.3.3. ADHS will provide technical support for the use of PRISM. ADHS will monitor the helpdesk requests in PRISM daily.
 - 8.3.4. ADHS will monitor the PRISM helpdesk email (prism.helpdesk@azdhs.gov) daily for all other requests.
 - 8.3.5. ADHS will provide quarterly PRISM trainings and release materials to all invitees.
- 8.4. ADHS will provide epidemiology and technical support with respect to syphilis case investigation.
- 8.5. ADHS will coordinate Provider trainings by working with the State Medical Director and California Prevention Training Center, as is required by the CDC grant.

	<p style="text-align: center;">INTERGOVERNMENTAL AGREEMENT (IGA)</p> <p style="text-align: center;">Amendment</p>		<p>ARIZONA DEPARTMENT OF HEALTH SERVICES OFFICE OF PROCUREMENT</p> <p>150 N. 18th Ave., Suite 530 Phoenix, Arizona 85007</p>
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9. Reporting Requirements/Deliverables and Schedule

The Contractor Shall:

- 9.1. Within thirty (30) days of executed Agreement the Contractor shall submit a five (5) year work plan for 2024-2028 to meet the required activities as noted in Section 3.3 and in accordance with the CDC-approved Work Plan for Arizona.
- 9.2. Submit a six (6) month progress report by July 31st, each year of the grant cycle (2024-2028) to summarize progress toward the five (5) year work plan.
- 9.3. Submit an annual data security and confidentiality checklist when there are changes and a new checklist every five (5) years even if there are no changes. If gaps in data security and confidentiality are identified on the checklist then additional strategies to address these gaps should be identified on the annual progress report.
- 9.4. Submit an annual progress report by January 31st, each year of the grant cycle (2024-2028) to summarize progress toward the five (5) year work plan.
- 9.5. Submit an annual itemized budget by January 31st, each year of the grant cycle (2024-2028).
- 9.6. Contractor's Expenditure Report that includes a summary of all positions, filled or vacant, with the breakdown of associated costs incurred with each position should be submitted monthly and shall not exceed the total budget.
 - 9.6.1. Staff that are at least partially funded by this IGA are required to complete the modules available at [CDC Train](#) within thirty (30) days of hire and proof of completion should be submitted along with the CER for any new staff.

9.7. Reports Schedule

Report	Time Period	Due to ADHS
5-year work plan	January 1, 2024 - December 31, 2028	Thirty (30) Days upon execution of IGA. This is a one (1) time report.
Six (6) month progress report	January 1 - June 30	This report shall be submitted annually on July 31st. The first six (6) month progress report will be due July 31st, 2024.
Data Security and Confidentiality Checklist	January 1 - December 31	This checklist should be submitted annually by January 31st along with the Annual Progress Report. If gaps in data security and confidentiality are identified then strategies for improving data security should be noted on the Annual Progress Report.

	INTERGOVERNMENTAL AGREEMENT (IGA) Amendment		ARIZONA DEPARTMENT OF HEALTH SERVICES OFFICE OF PROCUREMENT 150 N. 18 th Ave., Suite 530 Phoenix, Arizona 85007
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Annual progress report	January 1, 2025 – February 28, 2026	This report shall be submitted annually, 30 days after the end of the time period listed to summarize the work of the previous project year. The first annual progress report will be due January 31st, 2025.
Annual itemized budget	January 1, 2025 – February 28, 2026	The budget shall be submitted annually, 30 days prior to the time period listed . The first budget shall be due January 31st, 2024.
Monthly CER's and Finance Reports	Monthly	Thirty (30) days after the end of the month.

10. Notices, Correspondence, and Reports

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

Meagan Surgenor, MHA
STIC Initiatives Manager
Bureau of Infectious Diseases and Services
Arizona Department of Health Services
150 North 18th Ave, Suite 280 Phoenix, AZ 85007
Mobile 480-407-9854
Email Meagan.Surgenor@azdhs.gov

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

Pinal County Public Health Department
ATTN: Anela Arciga, Finance Manager
971 N. Jason Lopez Circle, Bldg D, P.O. Box 2945
Florence, AZ 85132-2945
Phone: 520-866-7304
Email: anela.arciga@pinal.go

	INTERGOVERNMENTAL AGREEMENT (IGA) Amendment		ARIZONA DEPARTMENT OF HEALTH SERVICES OFFICE OF PROCUREMENT 150 N. 18 th Ave., Suite 530 Phoenix, Arizona 85007
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Annual Price Sheet

Pinal County Public Health Department

COST REIMBURSEMENT LINE ITEMS	BUDGETED AMOUNT
PERSONNEL SERVICES	\$54,164.00
EMPLOYEE RELATED EXPENSES (ERE)	\$22,587.50
PROFESSIONAL & OUTSIDE SERVICES	\$0.00
TRAVEL	\$0.00
SUPPLIES	\$0.00
OTHER OPERATING	\$0.00
CAPITAL OUTLAY EXPENSE	\$0.00
OTHER	\$0.00
TOTAL ANNUAL NOT TO EXCEED AMOUNT	\$76,754.50

*Indicates Indirect costs calculation

NOTES: With prior written approval from the STI Control Office Chief, PCPHD is authorized to transfer up to a maximum of thirty percent (30%) of the total budget amount between line items. Transfers of funds are only allowed between funded line items. Transfers exceeding thirty percent (30%) or to a non-funded item shall require a written amendment.

This budget is contingent on funding and is subject to potential changes in subsequent years.

	<p style="text-align: center;">INTERGOVERNMENTAL AGREEMENT (IGA)</p> <p style="text-align: center;">Amendment</p>		<p>ARIZONA DEPARTMENT OF HEALTH SERVICES OFFICE OF PROCUREMENT 150 N. 18th Ave., Suite 530 Phoenix, Arizona 85007</p> <p>Procurement Officer: Ryan Garcia</p>
	Contract No.: CTR068315	IGA Amendment No: 1	

Exhibit - 2 CFR 200.332

§ 200.332

Requirements for pass-through entities.

All pass-through entities must:

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

Prime Awardee:

Arizona Department of Health Services

UEI #

QMWUG1AMYP65

Federal Award Identification (Grant Number):

6 NH25PS005157-05-11

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

Pinal County

Subrecipient's unique entity identifier (UEI #):

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

NH25PS005157

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;

3/14/2025

Subaward Period of Performance Start and End Date;

1/1/19-2/28/26

Subaward Budget Period Start and End Date:


1/1/23-2/28/26

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

\$76,754.50

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):

\$76,754.50

	INTERGOVERNMENTAL AGREEMENT (IGA)		ARIZONA DEPARTMENT OF HEALTH SERVICES OFFICE OF PROCUREMENT 150 N. 18 th Ave., Suite 530 Phoenix, Arizona 85007
	Amendment		
	Contract No.: CTR068315	IGA Amendment No: 1	Procurement Officer: Ryan Garcia

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

\$76,754.50

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

Strengthening Sexually Transmitted Disease Prevention and Control in AZ

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:

93.977 Preventive Health Services_Sexually Transmitted Diseases Control Grants

Identification of whether the award is R&D

No

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

N/A

	INTERGOVERNMENTAL AGREEMENT (IGA) Contract No. CTR068315	ARIZONA DEPARTMENT OF HEALTH SERVICES 150 North 18 th Avenue, Suite 530 Phoenix, Arizona 85007 Procurement Officer Darnell Welch
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Project Title: Sexually Transmitted Infection Investigations

Begin Date: January 1, 2024

Geographic Service Area: Pinal County

Termination Date: December 31, 2028

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.

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>_____</p> <p>Federal Employer Identification No.:</p> <p>_____</p> <p>Tax License No.:</p> <p>_____</p> <p>Contractor Name: Pinal County Public Health Department Address: 971 N. Jason Lopez Circle, Bldg D, P.O. Box 2945, Florence, AZ 85132-2945</p>	<p style="text-align: center;">FOR CLARIFICATION, CONTACT:</p> <p>Name: Jabette Franco</p> <p>Phone: 520-858-5768</p> <p>FAX No.:</p> <p>E-mail: jabette.franco@pinal.gov</p>
<p style="text-align: center;">CONTRACTOR SIGNATURE:</p> <p>The Contractor agrees to perform all the services set forth in the Agreement and Work Statement.</p> <p><i>Mike Goodman</i> 03/06/2024</p> <p>Signature of Person Authorized to Sign Date</p> <p><i>Mike Goodman, Chairman</i></p> <p>Print Name and Title</p>	<p>This Contract shall henceforth be referred to as Contract</p> <p>No. CTR068315</p> <p>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 _____ day of _____, 202_</p> <p>Procurement Officer</p>
<p>CONTRACTOR ATTORNEY SIGNATURE:</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>Christopher C. Keller</i> 3/6/24</p> <p>Signature of Person Authorized to Sign Date</p> <p>Print Name and Title</p> <p><i>Christopher C. Keller</i></p>	<p>Contract, No. CTR068315, 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.</p> <p>The Attorney General, BY:</p> <p>Signature _____ Date _____</p> <p>Assistant Attorney General:</p>

CONTRACT NUMBER	INTERGOVERNMENTAL AGREEMENT TERMS AND CONDITIONS
CTR068315	

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

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

- 1.1 "Attachment" means any item in the Contract which requires the Contractor to submit as part of the Offer.
- 1.2 "Contract" means the combination of the Contract documents, including the Terms and Conditions, and the Specifications and Statement of Scope of Work; and any Contract Amendments.
- 1.3 "Contract Amendment" means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.
- 1.4 "Contractor" means any person who has a Contract with the State.
- 1.5 "Data" means recorded information, regardless of form or the media on which it may be recorded. The term may include technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.
- 1.6 "Days" means calendar days unless otherwise specified.
- 1.7 "Exhibit" means any item labeled as an Exhibit in the Contract generally containing maps, schematics, examples of reports, or other documents that will be used to perform the requirements of the Scope of Work after contract award.
- 1.8 "Gratuity" means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.
- 1.9 "Materials" means all property, including equipment, supplies, printing, insurance and leases of property but does not include land, a permanent interest in land or real property or leasing space.
- 1.10 "Procurement Officer" means the person, or his or her designee, duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract.
- 1.11 "Services" means the furnishing of labor, time or effort by a Contractor or Subcontractor which does not involve the delivery of a specific end product other than required reports and performance, but does not include employment agreements or collective bargaining agreements.
- 1.12 "State" means any department, commission, council, board, bureau, committee, institution, agency, government corporation or other establishment or official of the executive branch or corporation commission of the State of Arizona that executes the Contract.
- 1.13 "State Fiscal Year" means the period beginning with July 1 and ending June 30.
- 1.14 "Subcontract" means any Contract, express or implied, between the Contractor and another party or between a Subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any Materials or any Services required for the performance of the Contract.
- 1.15 "Subcontractor" means a person who contracts to perform work or render Services to a Contractor or to another Subcontractor as a part of a Contract with the State.

CONTRACT NUMBER	INTERGOVERNMENTAL AGREEMENT TERMS AND CONDITIONS
CTR068315	

2. Contract Type

This Contract shall be:

X Cost Reimbursement

3. Contract Interpretation

- 3.1. Arizona Law. The Arizona law applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona Procurement Code, Arizona Revised Statutes (A.R.S.) Title 41, Chapter 23, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 2, Chapter 7;
- 3.2. Implied Contract Terms. Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it;
- 3.3. Contract Order of Precedence. In the event of a conflict in the provisions of the Contract, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:
 - 3.3.1. Terms and Conditions,
 - 3.3.2. Statement or Scope of Work,
 - 3.3.3. Specifications,
 - 3.3.4. Attachments,
 - 3.3.5. Exhibits, then
 - 3.3.6. Any other documents referenced or included in the Contract including, but not limited to, any documents that do not fall into one (1) of the above categories.
- 3.4. Relationship of Parties. The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract;
- 3.5. Severability. The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract;
- 3.6. No 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 and no other understanding either oral or in writing shall be binding; and
- 3.7. No Waiver. Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

4. Contract Administration and Operation

- 4.1. Term. As indicated on the signature page of the Contract, the Contract shall be effective as of the Begin Date and shall remain effective until the Termination Date;
- 4.2. Contract Renewal. This Contract shall not bind, nor purport to bind, the State for any contractual commitment in excess of the original Contract period. The term of the Contract shall not exceed five (5) years. However, if the original Contract period is for less than five (5) years, the State shall have the

CONTRACT NUMBER	INTERGOVERNMENTAL AGREEMENT TERMS AND CONDITIONS
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right, at its sole option, to renew the Contract, so long as the original Contract period together with the renewal periods does not exceed five (5) years. If the State exercises such rights, all terms, conditions and provisions of the original Contract shall remain the same and apply during the renewal period with the exception of price and Scope of Work, which may be renegotiated;

- 4.3. **New Budget Term.** If a budget term has been completed in a multi-term Contract, the parties may agree to change the amount and type of funding to accommodate new circumstances in the next budget term. Any increase or decrease in funding at the time of the new budget term shall coincide with a change in the Scope of Work or change in cost of services as approved by the Arizona Department of Health Services;
- 4.4. **Records.** Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall contractually require each Subcontractor to retain any and all Data and other "records" relating to the acquisition and performance of the Contract for a period of five (5) years after the completion of the Contract. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records;
- 4.5. **Non-Discrimination.** The Contractor shall comply with State Executive Order Nos. 2023-09, 2023-01, 2009-09, and any and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act. Contractor shall include these provisions in contracts with Subcontractors when required by Federal or State law;
- 4.6. **Audit.** Pursuant to A.R.S. § 35-214, at any time during the term of this Contract and five (5) years thereafter, the Contractor's or any Subcontractor's books and records shall be subject to audit by the State and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subcontract;
- 4.7. **Facilities Inspection and Materials Testing.** The Contractor agrees to permit access to its facilities, Subcontractor facilities, and the Contractor's processes or services, at reasonable times for inspection of the facilities or Materials covered under this Contract as required under A.R.S. § 41-2547. The State shall also have the right to test, at its own cost, the Materials to be supplied under this Contract. Neither inspection of the Contractor's facilities nor Materials testing shall constitute final acceptance of the Materials or Services. If the State determines non-compliance of the Materials, the Contractor shall be responsible for the payment of all costs incurred by the State for testing and inspection;
- 4.8. **Notices.** Notices to the Contractor required by this Contract shall be made by the State to the person indicated on the Offer and Acceptance form submitted by the Contractor unless otherwise stated in the Contract. Notices to the State required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation, stated in the Contract, or listed on the State's eProcurement system. An authorized Procurement Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice to the other and an amendment to the Contract shall not be necessary;
- 4.9. **Advertising, Publishing and Promotion of Contract.** The Contractor shall not use, advertise or promote information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer;
- 4.10. **Continuous Improvement.** Contractor shall recommend continuous improvements on an on-going basis in relation to any Materials and Services offered under the Contract, with a view to reducing State costs and improving the quality and efficiency of the provision of Materials or Services. State may require Contractor to engage in continuous improvements throughout the term of the Contract;
- 4.11. **Other Contractors.** State may undertake on its own or award other contracts to the same or other suppliers for additional or related work. In such cases, the Contractor shall cooperate fully with State employees and such other suppliers and carefully coordinate, fit, connect, accommodate, adjust, or

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sequence its work to the related work by others. Where the Contract requires handing-off Contractor's work to others, Contractor shall cooperate as State instructs regarding the necessary transfer of its work product, Materials, Services, or records to State or the other suppliers. Contractor shall not commit or permit any act that interferes with the State's or other suppliers' performance of their work, provided that, State shall enforce the foregoing section equitably among all its suppliers so as not impose an unreasonable burden on any of them;

4.12. Ownership of Intellectual Property:

- 4.12.1. Rights In Work Product. All intellectual property originated or prepared by Contractor pursuant to the Contract, including but not limited to, inventions, discoveries, intellectual copyrights, trademarks, trade names, trade secrets, technical communications, records reports, computer programs and other documentation or improvements thereto, including Contractor's administrative communications and records relating to the Contract, are considered work product and Contractor's property, provided that, State has Government Purpose Rights to that work product as and when it was delivered to State,
- 4.12.2. "Government Purpose Rights" are:
 - 4.12.2.1. the unlimited, perpetual, irrevocable, royalty free, non-exclusive, worldwide right to use, modify, reproduce, release, perform, display, sublicense, disclose and create derivatives from that work product without restriction for any activity in which State is a party;
 - 4.12.2.2. the right to release or disclose that work product to third parties for any State government purpose; and
 - 4.12.2.3. the right to authorize those to whom it rightfully releases or discloses that work product to use, modify, release, create derivative works from the work product for any State government purpose; such recipients being understood to include the federal government, the governments of other states, and various local governments.
- 4.12.3. "Government Purpose Rights" do not include any right to use, modify, reproduce, perform, release, display, create derivative works from or disclose that work product for any commercial purpose, or to authorize others to do so,
- 4.12.4. Joint Developments. The Contractor and State may each use equally any ideas, concepts, know-how, or techniques developed jointly during the course of the Contract, and may do so at their respective discretion, without obligation of notice or accounting to the other party,
- 4.12.5. Pre-existing Material. All pre-existing software and other Materials developed or otherwise obtained by or for Contractor or its affiliates independently of the Contract or applicable Purchase Orders are not part of the work product to which rights are granted State under subparagraph 3.9.1 above, and will remain the exclusive property of Contractor, provided that:
 - 4.12.5.1. any derivative works of such pre-existing Materials or elements thereof that are created pursuant to the Contract are part of that work product;
 - 4.12.5.2. any elements of derivative work of such pre-existing Materials that was not created pursuant to the Contract are not part of that work product; and
 - 4.12.5.3. except as expressly stated otherwise, nothing in the Contract is to be construed to interfere or diminish Contractor's or its affiliates' ownership of such pre-existing Materials.

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

4.13. Property of the State. If there are any materials that are not covered by Section 4.9 above created under this Contract, including but not limited to, reports and other deliverables, these materials are the sole property of the State. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the State;

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

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

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

4.17. Certifications Required by State Law:

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

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

4.18. Protection of State Cybersecurity Interests. The Contractor shall comply with State Executive Order No. 2024-10, which includes, but is not limited to, a prohibition against (a) downloading and installing of TikTok on all State-owned and State-leased information technology; and (b) accessing TikTok through State information technology.

5. Costs and Payments

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

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

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

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5.4. Applicable Taxes:

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

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

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

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

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

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

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

5.6.2. Cancel the Contract, or

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

6. Contract Changes

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

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

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

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7. Risk and Liability

- 7.1. Risk of Loss. The Contractor shall bear all loss of conforming Materials covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming Materials shall remain with the Contractor regardless of receipt;
- 7.2. Indemnification:
- 7.2.1. Contractor/Vendor Indemnification (Not Public Agency). To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or Subcontractors. This indemnity includes any claim or amount arising out of, or recovered under, the Workers' Compensation Law or arising out of the failure of such Contractor to conform to any federal, state, or local law, statute, ordinance, rule, regulation, or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable. In consideration of the award of this Contract, the Contractor agrees to waive all rights of subrogation Insurance and Indemnification Guidelines for State of Arizona Contracts Professional Service Contracts against the State of Arizona, its officers, officials, agents, and employees for losses arising from the work performed by the Contractor for the State of Arizona. This indemnity shall not apply if the Contractor or Subcontractor(s) is/are an agency, board, commission or university of the State of Arizona, and
- 7.2.2. Public Agency Language Only. Each party (as 'indemnitor') agrees to indemnify, defend, and hold harmless the other party (as 'indemnitee') from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as 'claims') arising out of bodily injury of any person (including death) or property damage but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers.
- 7.3. Indemnification - Patent and Copyright. The Contractor shall indemnify and hold harmless the State against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of Contract performance or use by the State of Materials furnished or work performed under this Contract. The State shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph. If the Contractor is insured pursuant to A.R.S. § 41-621 and § 35-154, this paragraph shall not apply;
- 7.4. Force Majeure:
- 7.4.1. Except for payment of sums due, neither the Contractor nor State shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes: acts of God, acts of the public enemy, war, riots, strikes, mobilization, labor disputes, civil disorders, fire, flood, lockouts, injunctions-intervention-acts, failures or refusals to act by government authority, and other similar

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occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence,

7.4.2. Force Majeure shall not include the following occurrences:

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

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

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

7.4.3. If either the Contractor or State is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract, and

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

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

8. Warranties

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

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

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

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

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

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

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

8.3. Conformity to Requirements:

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

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- 8.3.1.1. Conform to the requirements of the Contract, which by way of reminder include without limitation all descriptions, specifications, and drawings identified in the Scope of Work and any and all Contractor affirmations included as part of the Contract;
- 8.3.1.2. Be free from defects of material and workmanship;
- 8.3.1.3. Conform to or perform in a manner consistent with current industry standards; and
- 8.3.1.4. Be fit for the intended purpose or use described in the Contract.
- 8.3.2. Mere delivery or performance does not substitute for express acceptance by the State. Where inspection, testing, or other acceptance assessment of Materials or Services cannot be done until after installation or invoicing, the forgoing warranty will not begin until State's explicit acceptance of the Materials or Services.
- 8.4. Inspection/Testing. The warranties set forth in this Section 8 [Warranties] are not affected by inspection or testing of or payment for the Materials or Services by the State;
- 8.5. Contractor Personnel. Contractor warrants that its personnel will perform their duties under the Contract in a professional manner, applying the requisite skills and knowledge, consistent with industry standards, and in accordance with the requirements of the Contract. Contractor further warrants that its key personnel will maintain any and all certifications relevant to their work, and Contractor shall provide individual evidence of certification to State's authorized representatives upon request;
- 8.6. Compliance With Applicable Laws. The Materials and Services supplied under this Contract shall comply with all applicable federal, state, and local laws and policies (including, but not limited to, information technology policies, standards, and procedures available on the State's website and/or the website of any department, commission, council, board, bureau, committee, institution, agency, government corporation or other establishment or official of the executive branch or corporation commission of the State of Arizona). Federal requirements may be incorporated into this Contract, if required, pursuant to A.R.S. § 41-2637. Contractor shall maintain any and all applicable license and permit requirements. This requirement includes, but is not limited to, any and all Arizona state statutes that impact state contracts, regardless of whether those statutory references have been removed during the course of contract negotiations; this is notice to Contractors that the State does not have the authority to modify Arizona state law by contract;
- 8.7. Intellectual Property. Contractor warrants that the Materials and Services do not and will not infringe or violate any patent, trademark, copyright, trade secret, or other intellectual property rights or laws, except only to the extent the Specifications do not permit use of any other product and Contractor is not and cannot reasonably be expected to be aware of the infringement or violation;
- 8.8. Licenses and Permits. Contractor warrants that it will maintain all licenses required to fully perform its duties under the Contract and all required permits valid and in force;
- 8.9. Operational Continuity. Contractor warrants that it will perform without relief notwithstanding being sold or acquired; no such event will operate to mitigate or alter any of Contractor's duties hereunder absent a consented delegation under paragraph 6.3. [Assignment and Delegation] that expressly recognizes the event;
- 8.10. Performance in Public Health Emergency. Contractor warrants that it will:
 - 8.10.1. Have in effect, promptly after commencement, a plan for continuing performance in the event of a declared public health emergency that addresses, at a minimum:
 - 8.10.1.1. Identification of response personnel by name;

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- 8.10.1.2. Key succession and performance responses in the event of sudden and significant decrease in workforce; and
- 8.10.1.3. Alternative avenues to keep sufficient product on hand or in the supply chain.
- 8.10.2. Provide a copy of its current plan to State within three (3) business days after State's written request. If Contractor claims relief under paragraph 7.4 [Force Majeure] for an occurrence of force majeure that is a declared public health emergency, then that relief will be conditioned on Contractor having first implemented its plan and exhausted all reasonable opportunity for that plan implementation to overcome the effects of that occurrence, or mitigate those effects to the extent that overcoming entirely is not practicable,
- 8.10.3. A request from the State related to this paragraph 8.10 does not necessarily indicate that there has been an occurrence of force majeure, and the Contractor will not be entitled to any additional compensation or extension of time by virtue of having to implement a plan, and
- 8.10.4. Failure to have or implement an appropriate plan will be a material breach of contract.
- 8.11. Lobbying:
 - 8.11.1. Prohibition. Contractor warrants that it will not engage in lobbying activities, as defined in 40 Code of Federal Regulations (CFR) part 34 and A.R.S. § 41-1231, *et seq.*, using monies awarded under the Contract, provided that, the foregoing does not intend to constrain Contractor's use of its own monies or property, including without limitation any net proceeds duly realized under the Contract or any value thereafter derived from those proceeds; and upon award of the Contract, it will disclose all lobbying activities to State to the extent they are an actual or potential conflict of interest or where such activities could create an appearance of impropriety. Contractor shall implement and maintain adequate controls to assure compliance with above. Contractor shall obtain an equivalent warranty from all Subcontractors and shall include an equivalent no-lobbying provision in all Subcontracts, and
 - 8.11.2. Exception. This paragraph 8.11 does not apply to the extent that the Services are defined in the Contract as being lobbying for State's benefit or on State's behalf.
- 8.12. Covered Telecommunications or Services. Contractor warrants that the Materials and Services rendered under this Agreement will not require Contractor to use for the State, or provide to the State to use, "covered telecommunications equipment or Services" as a substantial or essential component of any system, or as critical technology as part of any system, within the meaning of Federal Acquisition Regulation ("FAR") Section 52.204-25;
- 8.13. Debarment, Suspension, U.S. Government Restricted Party Lists. Contractor warrants that it is not, and its Subcontractors are not, on the U.S. government's Denied Parties List, the Unverified List, the Entities List, the Specially Designated Nationals and Blocked Parties List, and neither the Contractor nor any Subcontractors are presently debarred, suspended, proposed for debarment or otherwise declared ineligible for award of federal contracts or participation in federal assistance programs or activities;
- 8.14. False Statements. Contractor represents and warrants that all statements and information Contractor prepared and submitted in response to the Solicitation or as part of the Contract documents are current, complete, true, and accurate. If the Procurement Officer determines that Contractor submitted an Offer or Bid with a false statement, or makes material misrepresentations during the performance of the Contract, the Procurement Officer may determine that Contractor has materially breached the Contract and may void the submitted Offer or Bid and any resulting Contract; and

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

- 8.15.1. Survival of Warranty. All representations and warranties made by Contractor under the Contract will survive the expiration or earlier termination of the Contract,
- 8.15.2. Contractor's Representations and Warranties. All representations and warranties made by the Contractor under this Contract shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12- 529, the State is not subject to or barred by any limitations of actions prescribed in A.R.S., Title 12, Chapter 5, and
- 8.15.3. Purchase Orders. The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Officer, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

9. State's Contractual Remedies

- 9.1. Right to Assurance. If the State in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing under this Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the State's option, be the basis for terminating the Contract under the Uniform Terms and Conditions or other rights and remedies available by law or provided by the Contract;
- 9.2. Stop Work Order:
 - 9.2.1. The State may, at any time, by written order to the Contractor, require the Contractor to stop all or any part of the work called for by this Contract for period(s) of days indicated by the State after the order is delivered to the Contractor. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage, and
 - 9.2.2. If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.
- 9.3. Non-exclusive Remedies. The rights and the remedies of the State under this Contract are not exclusive;
- 9.4. Nonconforming Tender. Materials or Services supplied under this Contract shall fully comply with the Contract. The delivery of Materials or Services or a portion of the Materials or Services that do not fully comply constitutes a breach of contract. On delivery of nonconforming Materials or Services, the State may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its rights and remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it; and
- 9.5. Right of Offset. The State shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the State, or damages assessed by the State concerning the Contractor's non-conforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform Terms and Conditions.

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10. Contract Termination

- 10.1. Cancellation for Conflict of Interest. Pursuant to A.R.S. § 38-511, the State may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State is or becomes at any time while the Contract or an extension of the Contract is in effect an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time. If the Contractor is a political subdivision of the State, it may also cancel this Contract as provided in A.R.S. § 38-511;
- 10.2. Gratuities. The State may, by written notice, terminate this Contract, in whole or in part, if the State determines that employment or a Gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the State with the purpose of influencing the outcome of the procurement or securing the Contract, an amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about contract performance. The State, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three (3) times the value of the Gratuity offered by the Contractor;
- 10.3. Suspension or Debarment. The State may, by written notice to the Contractor, immediately terminate this Contract if the State determines that the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a Subcontractor of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that the Contractor is not currently suspended or debarred. If the Contractor becomes suspended or debarred, the Contractor shall immediately notify the State; and
- 10.4. Termination for Convenience. The State reserves the right to terminate the Contract, in whole or in part at any time when in the best interest of the State, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work, as directed in the notice, notify all Subcontractors of the effective date of the termination and minimize all further costs to the State. In the event of termination under this paragraph, all documents, Data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed, and Materials or Services accepted before the effective date of the termination. The cost principles and procedures provided in A.R.S. § 41-2543 and A.A.C. Title 2, Chapter 7, Article 7, shall apply.
- 10.5. Termination for Default:
 - 10.5.1. In addition to the rights reserved in the Contract, the State may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor,
 - 10.5.2. Upon termination under this paragraph, all goods, Materials, documents, Data, and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State on demand, and
 - 10.5.3. The State may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, Materials or Services to replace those under this Contract. The Contractor shall be liable to the State for any excess costs incurred by the State in procuring Materials or Services in substitution for those due from the Contractor.
- 10.6. Continuation of Performance Through Termination. The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the

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termination notice.

11. Contract Claims

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

12. Arbitration

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

13. Communication

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

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

14. Client Grievances

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

15. Sovereign Immunity

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

16. Administrative Changes

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

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

17.1. The Contractor warrants that it is familiar with the requirements of HIPAA, as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH Act) of 2009, and accompanying regulations and will comply with all applicable HIPAA requirements in the course of this Contract. Contractor warrants that it will cooperate with the Arizona Department of Health Services (ADHS) in the course of performance of the Contract so that both ADHS and Contractor will be in compliance with HIPAA, including cooperation and coordination with the Arizona Department of Administration-Arizona Strategic Enterprise

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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; and

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

18. Fraud, Waste, or Abuse

- 18.1. ADHS requires all employees to abide by the State's Personnel System Rules, R2-5A-501; Standards of Conduct which includes maintaining high standards of honesty, integrity, and impartiality, free from personal considerations and/or favoritism, and Code of Conduct for individuals engaged in Accounting, Financial and Budgeting Activities which depicts the moral, ethical, legal and professional aspects of personal conduct. ADHS requires the same conduct of its consultants, vendors, contractors, subrecipients, or persons doing business with the agency;
- 18.2. Any State employee, consultant, vendor, contractor or subrecipient or person doing business with the Agency who receives a report of improper activity must report the information within one (1) business day. Note: Federal Award policy denotes awardees must disclose, in a timely manner, in writing to ADHS all violations of Federal Criminal Law, involving fraud, bribery, or gratuity violations potentially affecting Federal Awards; and
- 18.3. Anyone suspecting Fraud, Waste, or Abuse related to ADHS activities are required to report Fraud, Waste, or abuse through any of the following reporting channels:
- 18.3.1. ADHS Ethics Action Hotline at (602) 542-2347,
- 18.3.2. ADHS Ethics Action Email at reportethics@azdhs.gov ,or
- 18.3.3. General Accounting Office (GAO) Fraud Reporting Email at reportfraud@azdoa.gov to report Fraud, Waste, or Abuse incidents.

19. Unique Entity Identifier (UEI) Requirement

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

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

If applicable, the subrecipient or sub-awardee is required to abide by the Federal Funding Accountability and Transparency Act (FFATA or Transparency Act – P.L. 109-282, as amended by section 6202(a) of P.L. 110-252), found at <https://www.fsrs.gov/>. The associated Grant Reporting Certification Form and completion instructions will

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be sent to the subrecipient from ADHS Program(s) responsible for the specific contract. The subrecipient or sub-awardee must return the completed form to ADHS Program(s) by the 15th of the month following that in which the award was received. Failure to complete a required Grant Reporting Certification Form may result in loss of funding.

21. Technology Replacement

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

22. Authorization for Provision of Services

Authorization for purchase of services under this Agreement shall be made only upon ADHS issuance of a Purchase Order that is signed by an authorized agent. The Purchase Order will indicate the Agreement number and the dollar amount of the funds authorized. The Contractor shall only be authorized to perform services up to the amount of the Purchase Order. ADHS shall not have any legal obligation to pay for services in excess of the amount indicated on the Purchase Order. No further obligation for payment shall exist on behalf of ADHS unless 2) the Purchase Order is changed or modified with an official ADHS Procurement Change Order, and/or an additional Purchase Order is issued for purchase of services under this Agreement.

Additional Terms and Conditions for Title 2, Subtitle A, Chapter II, Part 200, Subpart C: §200.201 USE OF GRANT AGREEMENTS (INCLUDING FIXED AMOUNT AWARDS), COOPERATIVE AGREEMENTS AND CONTRACT

23. Civil Rights Assurance Statement.

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

24. Americans With Disabilities Act of 1990.

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

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

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

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

25.2. Grantee agrees to maintain property records for equipment purchased with grant funds and perform a physical inventory and reconciliation with property records at least every year. Grantee agrees that funds

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- will not be used for the construction of new facilities;
- 25.3. Grantee agrees to follow equipment disposition policies as determined by the Federal Awarding Agency at Award Completion or as depicted in the State of Arizona Accounting Manual. Grantee also agrees to follow the directives in ADHS Property and Procedure Policy FIN 111;
 - 25.4. Charges to Federal awards for salaries and wages must be based on records that accurately reflect the work performed. These records must: Be supported by a system of internal control which provides reasonable assurance that the charges are accurate, allowable, and properly allocated; Be incorporated into the official records of the non-Federal entity; Reasonably reflect the total activity for which the employee is compensated by the non-Federal entity, not exceeding 100% of compensated activities (for IHE, this per the IHE's definition of IBS); Encompass both federally assisted and all other activities compensated by the non-Federal entity on an integrated basis, but may include the use of subsidiary records as defined in the non-Federal entity's written policy; Comply with the established accounting policies and practices of the non-Federal entity (See paragraph above for treatment of incidental work for IHEs.; and Support the distribution of the employee's salary or wages among specific activities or cost objectives if the employee works on more than one (1) Federal award; a Federal award and non-Federal award; an indirect cost activity and a direct cost activity; two (2) or more indirect activities which are allocated using different allocation bases; or an unallowable activity and a direct or indirect cost activity. Budget estimates (i.e., estimates determined before the services are performed) alone do not qualify as support for charges to Federal awards, but may be used for interim accounting purposes only;
 - 25.5. Grantee understands that financial reports are required as an accounting of expenditures for either reimbursement or ADHS-approved advance payments;
 - 25.6. The final request for reimbursement of grant funds must be received by the ADHS no later than sixty (60) days after the last day of the award period;
 - 25.7. All goods and services must be received or have reasonable expectations thereof and placed in service by Grantee by the expiration of this award;
 - 25.8. Grantee agrees that all encumbered funds must be expended and that goods and services must be paid by GRANTEE within sixty (60) days of the expiration of this award unless funding guidelines permit funds to be used at a future date;
 - 25.9. Grantee agrees to remit all unexpended grant funds to the ADHS within thirty (30) days of written request from the ADHS;
 - 25.10. Grantee agrees to account for interest earned on federal grant funds and shall manage interest income in accordance with the Cash Management Improvement Act of 1990 and as indicated in the State of Arizona Accounting Manual (SAAM) located at the following website. <https://gao.az.gov/publications/saam> Interest earned in excess of allowable limits must be remitted to the ADHS within thirty (30) days after receipt of a written request from the ADHS;
 - 25.11. Grantee agrees not to use grant funds for food and/or beverage unless explicitly approved in writing by the ADHS;
 - 25.12. Grantee agrees to comply with all applicable laws, regulations, policies and guidance (including specific cost limits, prior approvals and reporting requirements, where applicable) governing the use of grant funds for expenses related to conferences, meetings, trainings, and other events, including the provision of food and/or beverages at such events, and costs of attendance at such events unless explicitly approved in writing by the ADHS;
 - 25.13. No funds shall be used to supplant federal, state, county or local funds that would otherwise be made available for such purposes. Supplanting means the deliberate reduction of state or local funds because

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of the existence of any grant funds;

- 25.14. Grantee agrees that grant funds are not to be expended for any indirect costs that may be incurred by Grantee for administering these funds unless explicitly approved in writing by the ADHS. This may include, but is not limited to, costs for services such as accounting, payroll, data processing, purchasing, personnel, and building use which may have been incurred by the Grantee;
- 25.15. Grantee will comply with the audit requirements of OMB Office of Management and Budget's (OMB) Uniform Administrative Requirements, Cost Principles and Audit Requirement for Federal Awards and provide the ADHS with the Single Audit Report and any findings within ninety (90) days of receipt of such finding(s). If the report contains no findings, the Grantee must provide notification that the audit was completed. All completed Single Audits should be uploaded in the format specified to the Federal Audit Clearinghouse no later than nine (9) months after the entities fiscal year-end at the attached **Link**: <https://harvester.census.gov/facweb/default.aspx/>;
- 25.16. Grantee understands and agrees that misuse of award funds may result in a range of penalties, including suspension of current and future funds, suspension or debarment from federal grants, recoupment of monies provided under an award, and civil and/or criminal penalties;
- 25.17. Grantee agrees not to do business with any individual, agency, company or corporation listed in the Excluded Parties Listing Service.

Link: System for Award Management <https://www.sam.gov/portal/public/SAM/>;
- 25.18. Grantee agrees to ensure that, no later than the due date of the Grantee's first financial report after the award is made, Grantee and any subgrantees have a valid UEI profile and active registration with the System for Award Management (SAM) database;
- 25.19. GRANTEE certifies that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement;
- 25.20. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees) Grantee must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant; and
- 25.21. GRANTEE certifies to comply with the Drug-Free Workplace Act of 1988, and implemented in 28 CFR Part 83, Subpart F, for grantees, as defined in 28 CFR, Part 83 Sections 83.620 and 83.650.

26. Comments Welcome

The ADHS Procurement Office periodically reviews the Uniform Terms and Conditions and welcomes any comments you may have. Please submit your comments to: ADHS Procurement Administrator, Arizona Department of Health Services, 150 North 18th Avenue, Suite 530, Phoenix, Arizona 85007.

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1. Background

- 1.1. 2021 Arizona statistics demonstrate an ongoing Sexually Transmitted Disease (STI) syndemic: The State of Arizona reported 41,514 cases of chlamydia (CT), 18,443 cases of gonorrhea (GC), and 3,456 cases of syphilis. Furthermore, in September 2018, ADHS declared the first statewide outbreak of syphilis in women and babies. Of the reported 2021 cases, Pinal County accounted for 1,783 CT cases, 738 GC cases, and 102 syphilis cases.
- 1.2. To address this syndemic, Pinal County Public Health Department (Contractor) and ADHS must build upon the current infrastructure that provides surveillance, epidemiology, disease investigation, prevention, policy and communication to expand and identify new interventions including:
 - 1.2.1. Screening and treatment,
 - 1.2.2. Partner services,
 - 1.2.3. Outreach,
 - 1.2.4. Community collaborations,
 - 1.2.5. Linkage to care, and
 - 1.2.6. Health promotions that address the target populations and geographical areas of high prevalence in Pinal County.
- 1.3. The changing health care landscape and information technology advances present opportunities and challenges to improve STI prevention programs. The public health landscape is shifting from direct individual patient care and individual-level interventions to population health.

2. Objective

In accordance with the cooperative agreement with the Center for Disease Control and Prevention (CDC) Strengthening Sexually Transmitted Disease Prevention and Control for Health Departments (STI PCHD) Grant number CDC-RFA-PS19-1901 (<https://www.cdc.gov/std/funding/pchd/default.htm>), the objective is to assure the prevention and control of STIs by supporting and improving the capacity of Contractor to:

- 2.1. Prevent and control the incidence of CT, GC, and syphilis;
- 2.2. Eliminate congenital syphilis;
- 2.3. Reduce primary and secondary syphilis;
- 2.4. Prevent antibiotic resistant gonorrhea;
- 2.5. Effectively respond to STI-related outbreaks;
- 2.6. Prevent STI-related reproductive health problems;
- 2.7. Reduce STI-related health disparities;
- 2.8. Improve surveillance capacity;
- 2.9. Provide appropriate treatment and linkage to care for persons infected with STIs and their partners;
- 2.10. Promote CDC-recommended screening, diagnosis and treatment;

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- 2.11. Disseminate local data to the healthcare community and general public;
- 2.12. Monitor and develop STI-related policy;
- 2.13. Develop and strengthen partnerships to support STI prevention and control;
- 2.14. Support Human Immunodeficiency Virus (HIV) prevention goals; and
- 2.15. Analyze and use data for increased program insight and development.

3. Scope of Services

The Contractor shall:

- 3.1. In addition to the reporting, prevention and control measures stated in the Arizona Revised Statutes, Title 9, Chapter 6, Articles 1 through 11, the Contractor will build upon the current infrastructure that provides surveillance, epidemiology, disease investigation, prevention, policy and communication to expand and identify new interventions that include: screening and treatment, partner services, outreach, community collaborations, linkage to care, and health promotions that address the target populations and geographical areas of high prevalence in Pinal County;
- 3.2. Collaborate with ADHS STI Control Epidemiologists and other community stakeholders to identify and conduct community outreach and activities to educate and screen high risk populations; and
- 3.3. Conduct patient care and partner services in accordance with the current CDC STI Treatment Guidelines and STI Program Operations Guide which can be found [here](#) and updates as published in the Morbidity and Mortality Weekly Report (MMWR), available at www.cdc.gov/STI.

4. Tasks

The Contractor shall:

- 4.1. Within thirty (30) days of executed agreement and in collaboration with the ADHS STI CONTROL develop a five (5) year Work Plan for 2024-2028 to meet the required activities as noted in section 3.2, and in accordance with the CDC-approved Work Plan for Arizona. It is highly recommended that the Contractor use ADHS provided templates. In this work plan, the contract shall describe strategies and metrics related to the following areas;

4.1.1. Surveillance

- 4.1.1.1. Increase the percent of STI records with complete data for key epidemiological fields; and
- 4.1.1.2. Increase the percent of STI records dispositioned within thirty (30) days.

4.1.2. Disease Investigation and Intervention

- 4.1.2.1. Increase the percent (%) of early syphilis cases that have at least one (1) partner treated in thirty (30) days of initial test; and
- 4.1.2.2. Increase the percent (%) of syphilis cases that are screened for HIV/AIDS within thirty (30) days of initial syphilis test.

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4.1.3. Promote CDC-recommended screening, diagnosis, and treatment

- 4.1.3.1. Increase the proportion of target populations (youth, men who have sex with other men, and women of childbearing age) who receive at least annual STI screening; and
- 4.1.3.2. Reduce the percent of gonorrhea cases that receive non-CDC recommended treatment.

4.1.4. Promote STI prevention and policy

- 4.1.4.1. Improve health department policies for STI prevention by using data to inform policy change and development.

4.1.5. Analyze and use data for program improvement

- 4.1.5.1. Improve surveillance efficiency through automation to increase the frequency of layered analysis by core epidemiological variables; and
- 4.1.5.2. Utilize surveillance data to inform resource allocation.

- 4.2. From years 2024 through 2028, submit a six (6) month and annual progress report. These reports should build upon the five (5) year work plan. It is recommended that the Contractor use the ADHS provided templates.

The Contractor shall:

- 4.2.1. Review timeliness of case disposition canned report in Patient Reporting Investigation Surveillance Manager (PRISM) at least twice annually and include this metric in the semiannual report to ADHS STI CONTROL.
- 4.2.2. If Contractor has fewer than seventy percent (70%) of syphilis cases dispositioned in thirty (30) days, then they shall include strategies to improve this metric in semi-annual/annual work plan.
- 4.2.3. Include activities and metrics for promoting quality STI care in the STI Specialty Clinics on their semi-annual/annual work plans.
- 4.2.4. Submit lists of STI Specialty Clinics in their semi-annual/annual work plan.
- 4.2.5. Include provider education metrics in their semi-annual/annual work plan (e.g., number/type of providers educated, scope of education, number of training events, etc.).
- 4.2.6. Include activities to improve STI screening in men who have sex with men in their semi-annual/annual work plans and metrics to monitor progress in this area.
- 4.2.7. Include percent positivity for all screening conducted using RFA-PS19-1901 funds.
- 4.2.8. Include strategies for improving data security in their work plan if gaps are identified in the data security and confidentiality checklist.
- 4.2.9. If Contractor is not on track to spend down funds by July 31st, Contractor should also include a spend-down plan in their semi-annual report.

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- 4.2.10. Notify ADHS of any staffing changes and/or submit a current staff roster of positions funded under this work that includes the name of the team member and the percent of their time that is funded for this work,
- 4.2.11. Indicate the current training status for each funded team member.
- 4.3. Utilize the comprehensive database, PRISM, for state-mandated STI reporting and complete the following activities to assure accurate data entry, and quality surveillance activities.
 - 4.3.1. Ensure that staff using PRISM access adhere to the current PRISM Policies and Procedures, and
 - 4.3.2. Ensure that staff using PRISM attends at least two (2) quarterly PRISM meetings and receive the slides and attachments from any missed meetings.
- 4.4. Adhere to the most current version of the ADHS reactor grid for case prioritization. **Syphilis cases are the highest priority for case investigation and partner services.** Contractor may request to opt out of certain activities related to gonorrhea/chlamydia investigations in their work plans, if such activities are limiting capacity to provide timely and appropriate disease intervention services to syphilis cases. Request must be noted and justified in the workplan and approved by the ADHS STI Control Office Chief.
- 4.5. The Contractor shall:
 - 4.5.1. Conduct prompt case management activities including field investigations, internet-based partner notification, patient interviews and case closure for patients diagnosed with early, primary, and secondary syphilis per CDC program standards and the ADHS checklist,
 - 4.5.2. Initiate case investigation within one (1) business day of notification for syphilis cases that meet one (1) or more of the following criteria:
 - 4.5.2.1. Pregnant female.
 - 4.5.2.2. Possible congenital case.
 - 4.5.2.3. Female under the age of forty-five (45).
 - 4.5.3. Initiate case investigation within three (3) business days of notification for syphilis cases that meet one (1) or more of the following criteria:
 - 4.5.3.1. Titer \geq 1:8.
 - 4.5.3.2. Contact to a primary, secondary, or early case (denoted as T4 in PRISM).
 - 4.5.4. Prioritize pregnant syphilis case investigations by following-up with partner(s), prenatal care providers, birthing centers, and neonatal care providers as needed to ensure adequate maternal treatment and education to prevent reinfection.
 - 4.5.5. Complete thorough investigation of all congenital syphilis cases, and note any possible missed opportunities for prevention in PRISM. This information is also required for babies that are determined to not be a congenital syphilis case.
 - 4.5.6. Prioritize syphilis cases occurring in women of childbearing age for partner services to verify staging and treatment, obtain pregnancy status, elicit partners, and collect other relevant risk factors and submit case information within thirty (30) days of notification.

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- 4.5.7. Prioritize cases of syphilis in persons with a titer $\geq 1:8$ for partner services to verify staging and treatment, elicit partners, and collect other relevant risk factors and case information within thirty (30) days of notification.
- 4.5.8. Prioritize case investigation of contacts (cases marked as T4 in PRISM) of pregnant, primary, secondary, and/or suspect early, syphilis cases for testing, treatment (or epi-treatment if initially negative), staging (if positive), partner elicitation, risk factors, etc. within thirty (30) days of notification of original patient. This applies to contacts identified by other jurisdictions.
- 4.5.9. Ensure appropriate treatment and follow-up with partners of primary, secondary, and suspected early cases of syphilis within thirty (30) days of notification of original patient.
- 4.5.10. For syphilis cases that occur on tribal lands, Contractor shall work directly with the tribe, where possible, to coordinate case investigation and follow-up activities.
- 4.5.11. Provide education to any provider failing to appropriately screen for congenital syphilis.
- 4.5.12. Shall be receptive to ADHS regional investigation support if they are unable to meet investigation timeframes.
- 4.6. Provide accurate entry of all state mandated information on laboratory and Communicable Disease Reports and Laboratory Reports for *Treponema pallidum* (syphilis), *Neisseria gonorrhea*, *Chlamydia trachomatis*, and *Haemophilus ducreyi* (chancroid).
 - 4.6.1. Complete required training for data entry staff, epidemiologists, disease investigators, reporters and their supervisors. At minimum, STI disease investigators, epidemiologists, and public health nurses working with STI data should complete the modules available on learnpartnerservices.org within thirty (30) days of hire and should attend at least two (2) quarterly PRISM trainings a year and receive the materials for any quarterly trainings they miss.
 - 4.6.2. Follow up with reporting physicians to obtain missing data, particularly for fields that require: birthdate, gender, pregnancy status, HIV status, treatment given, staging (if syphilis), patient address, provider information and specimen source.
 - 4.6.3. Enter all Communicable Disease Reports into PRISM his includes reports for cases that occur on tribal lands if the Tribe does not have access to PRISM. Tribes with PRISM access are expected to enter their own CDRs.
 - 4.6.3.1. Contractor may request assistance with CDR entry for tribal cases from ADHS. Assistance must be approved by the ADHS STI Control Office Chief.
- 4.7. Reduce the threat of antibiotic resistance by providing CDC Treatment Guidelines to physicians that are flagged as consistently failing to treat gonorrhea according to these guidelines.
- 4.8. Annually review data security by using the CDC Data Security and Confidentiality Guidelines available here: <https://www.cdc.gov/nchhstp/programintegration/docs/pcsidatasecurityguidelines.pdf>, to identify program gaps (if any). If gaps are identified, the contractor shall include strategies for improving security and confidentiality on the semi-annual and annual progress reports.
- 4.9. Conduct priority investigations and partner service delivery on HIV co-infected individuals and insuring these clients are enrolled in care services.
- 4.10. Ensure that persons rectally positive for gonorrhea are screened for HIV and syphilis.

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- 4.11. Contractor shall use ADHS reports and canned PRISM reports to inform resource allocation and other program planning efforts.
- 4.12. Ensure 340B Drug Pricing Program integrity and maintain accurate records documenting compliance with all 340B Program requirements.

5. Requirements

Contractor shall:

- 5.1. Have internet access to the ADHS Portal where PRISM resides and training webinars are held.
- 5.2. Abide by all HIPAA guidelines and CDC's Data Security and Confidentiality Guidelines.
- 5.3. Abide by all PRISM Data Use agreements.
- 5.4. Consult ADHS STI CONTROL before pursuing publication of PRISM data.
- 5.5. Submit any budget changes on or before July 15th to ensure timely approval of changes and timely approval of the required annual grant close out.
- 5.6. Submit all reports described in this contract.
- 5.7. Ensure that new staff conducting STI case investigations complete the training modules available on [CDC Train](#) within thirty (30) days of hire. Proof of training completion shall be required for staff who are at least partially funded by RFA-PS-19-1901 and submitted along with the monthly CER for new staff.
- 5.8. Ensure that all staff complete an annual cultural humility training, which may include coverage of topics such cultural competency, implicit bias, cultural diversity and inclusion.
- 5.9. Participate in an annual meeting with the STI Control Office to discuss the grant and any challenges that may have arisen during the year. The meeting will also provide staffing updates and an opportunity to identify areas of support.

6. Funding Restrictions

- 6.1. Funds may only be used for reasonable program purposes (personnel, travel, supplies, and services).
- 6.2. Funds cannot be used for:
 - 6.2.1. Research.
 - 6.2.2. Furniture.
 - 6.2.3. HIV Pre-exposure Prophylaxis (PrEP) medications or family planning medications.
 - 6.2.4. Clinical services (unless otherwise noted, see 6.4).
 - 6.2.5. Publicity or propaganda for the preparation, distribution, or use of any material designed to support or defeat the enactment of legislation before any legislative body.
 - 6.2.6. The salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or executive Order proposed or pending before any legislative body.

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- 6.3. STI-related HIV prevention activities can be conducted under this IGA; however, they should not exceed ten percent (10%) of program effort and allocation.
- 6.4. No more than ten percent (10%) of the total award can be used for safety-net STI clinical preventive services provided the contractor can document ability to provide safety-net SD services as per CDC guidance.
- 6.4.1. If a majority or all funds are used on clinical services, counties are still expected to adhere to the investigation timeframes outlined in their full contract.
- 6.5. Personnel funds shall only be used for staff conducting STI investigation, partner services, STI data entry, STI analysis, or contributing to any of the other deliverables outlined in this Contract.
- 6.6. Although it would be allowable to fund/partially fund administrative and supervisory staff, personnel funds should be prioritized for syphilis case investigation. If a jurisdiction does not have capacity to investigate their syphilis cases, it would not be allowable to use this funding to cover non-investigation staff. Similarly, these funds cannot be used for clinicians unless they are funding the time clinical staff are spending on STI investigation work (i.e., a public health nurse who conducts partner services could be funded for the time they spend on STI investigations and contact tracing. Contractor shall prioritize personnel funds to ensure adequate capacity for conducting syphilis disease investigation before allocating personnel funds for other STI prevention related activities.

9. Reference Documents

- 9.1. [Internet Guidelines for Online STI Prevention and Communication – available at http://www.cdc.gov/STI/program/](http://www.cdc.gov/STI/program/).
- 9.2. [Recommendations for Partner Services Programs for HIV Infection, Syphilis, Gonorrhea, and Chlamydia Infection.](#)
- 9.3. [CDC's Data Security and Confidentiality.](#)
- 9.4. Guidelines: <http://www.cdc.gov/nchhstp/programintegration/docs/PCSIDataSecurityGuidelines.pdf>.
- 9.5. [CDC Treatment Guidelines.](#)

10. State Provided Items

- 10.1. ADHS will provide an annual security and confidentiality training during at least one (1) PRISM quarterly webinar.
- 10.2. ADHS will provide local data reports to inform program planning.
 - 10.2.1. The Contractor may request additional data from ADHS by emailing prism.helpdesk@azdhs.gov to inform program planning. It is recommended that the contractor allow for a minimum of two (2) weeks for the development of customized reports.
- 10.3. ADHS will maintain and manage the data system, PRISM. This includes acting as the liaison between the developer and the county.
 - 10.3.1. ADHS will perform bi-monthly edit checks and quality assurance review.
 - 10.3.2. ADHS will maintain PRISM through regular system updates as provided by the developer and required by CDC.
 - 10.3.3. ADHS will provide technical support for the use of PRISM.

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10.3.4. ADHS will monitor the helpdesk requests in PRISM daily.

10.3.5. ADHS will monitor the PRISM helpdesk email (prism.helpdesk@azdhs.gov) daily for all other requests.

10.3.6. ADHS will provide quarterly PRISM trainings and release materials to all invitees.

10.4. ADHS will provide epidemiology and technical support with respect to syphilis case investigation.

10.5. ADHS will coordinate Provider trainings by working with the State Medical Director and California Prevention Training Center, as is required by the CDC grant.

11. Reporting Requirements/Deliverables and Schedule

The Contractor Shall:

11.1. Within thirty (30) days of executed Agreement the Contractor shall submit a five (5) year work plan for 2024-2028 to meet the required activities as noted in Section 3.3 and in accordance with the CDC-approved Work Plan for Arizona.

11.2. Submit a six (6) month progress report by July 31st, each year of the grant cycle (2024-2028) to summarize progress toward the five (5) year work plan.

11.3. Submit an annual data security and confidentiality checklist when there are changes and a new checklist every five (5) years even if there are no changes. If gaps in data security and confidentiality are identified on the checklist then additional strategies to address these gaps should be identified on the annual progress report.

11.4. Submit an annual progress report by January 31st, each year of the grant cycle (2024-2028) to summarize progress toward the five (5) year work plan.

11.5. Submit an annual itemized budget by January 31st, each year of the grant cycle (2024-2028).

11.6. Contractor's Expenditure Report that includes a summary of all positions, filled or vacant, with the breakdown of associated costs incurred with each position should be submitted monthly and shall not exceed the total budget.

11.6.1. Staff that are at least partially funded by this IGA are required to complete the modules available at [CDC Train](#) within thirty (30) days of hire and proof of completion should be submitted along with the CER for any new staff.

11.7. Reports Schedule

Report	Time Period	Due to ADHS
5-year work plan	January 1, 2024 - December 31, 2028	Thirty (30) Days upon execution of IGA. This is a one (1) time report.
Six (6) month progress report	January 1 - June 30	This report shall be submitted annually on July 31st. The first six (6) month progress report will be due July 31st, 2024.

CONTRACT NUMBER	INTERGOVERNMENTAL AGREEMENT SCOPE OF WORK
CTR068315	

Data Security and Confidentiality Checklist	January 1 - December 31	This checklist should be submitted annually by January 31st along with the Annual Progress Report. If gaps in data security and confidentiality are identified then strategies for improving data security should be noted on the Annual Progress Report.
Annual progress report	January 1 - December 31	This report shall be submitted annually on January 31st to summarize the work of the previous year. The first annual progress report will be due January 31st, 2025.
Annual itemized budget	January 1 - December 31	The budget shall be submitted annually on January 31st. The first budget shall be due January 31st, 2024.
Monthly CER's and Finance Reports	Monthly	Thirty (30) days after the end of the month.

12. Notices, Correspondence, and Reports

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

Meagan Surgenor, MHA
STIC Initiatives Manager
Bureau of Infectious Diseases and Services
Arizona Department of Health Services
150 North 18th Ave, Suite 280 Phoenix, AZ 85007
Mobile 480-407-9854
Email Meagan.Surgenor@azdhs.gov

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

Pinal County Public Health Department
ATTN: Anela Arciga, Finance Manager
971 N. Jason Lopez Circle, Bldg D, P.O. Box 2945
Florence, AZ 85132-2945
Phone: 520-866-7304
Email: anela.arciga@pinal.gov

CONTRACT NUMBER	INTERGOVERNMENTAL AGREEMENT PRICE SHEET
CTR068315	

Price Sheet

Pinal County Public Health Department
January 1, 2024, through December 31, 2024

COST REIMBURSEMENT LINE ITEMS	BUDGETED AMOUNT
PERSONNEL SERVICES *	\$ 54,167.00
EMPLOYEE RELATED EXPENSES (ERE) *	\$ 22,425.00
PROFESSIONAL & OUTSIDE SERVICES	\$
TRAVEL *	\$ 3,456.00
SUPPLIES *	\$ 1,948.00
OTHER OPERATING *	\$ 1,154.00
CAPITAL OUTLAY EXPENSES	\$
OTHER	\$
TOTAL ANNUAL NOT TO EXCEED AMOUNT	\$ 83,150.00

*Indicates Indirect costs calculation

NOTES: With prior written approval from the STI Control Office Chief, PCPHD is authorized to transfer up to a maximum of thirty percent (30%) of the total budget amount between line items. Transfers of funds are only allowed between funded line items. Transfers exceeding thirty percent (30%) or to a non-funded item shall require a written amendment.

This budget is contingent on funding and is subject to potential changes in subsequent years.

CONTRACT NUMBER	INTERGOVERNMENTAL AGREEMENT EXHIBIT A
CTR068315	

Exhibit - 2 CFR 200.332

§ 200.332

Prime Awardee:	Arizona Department of Health Services
UEI #	QMWUG1AMYP65
Federal Award Identification (Grant Number):	<u>6 NH25PS005157-05-02</u>
Subrecipient name (which must match the name associated with its unique entity identifier):	<u>Pinal County</u>
Subrecipient's unique entity identifier (UEI #):	<u></u>
Federal Award Identification Number (FAIN, sometimes it's the same as the Grant Number):	<u>NH25PS005157</u>
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;	<u>4/1/2023</u>
Subaward Period of Performance Start and End Date;	<u>1/1/19-12/31/23</u>
Subaward Budget Period Start and End Date:	<u>1/1/23-12/31/23</u>
Amount of Federal Funds Obligated by this action by the pass-through entity to the subrecipient (this is normally the contract amount):	<u>\$83,150.00</u>
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):	<u>\$83,150.00</u>
Total Amount of the Federal Award committed to the subrecipient by the pass-through entity	<u>\$83,150.00</u>
Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA)	<u>Strengthening Sexually Transmitted Disease Prevention and Control in AZ</u>
Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity	<u>Centers for Disease Control and Prevention</u>
Assistance Listings number and Title; the pass-through entity must identify the dollar amount made available under each Federal award and the Assistance Listings Number at time of disbursement:	<u>93.977 Preventive Health Services Sexually Transmitted Diseases Control Grants</u>
Identification of whether the award is R&D	<u>No</u>
Indirect cost rate for the Federal award (including the de minimis rate is charged) per § 200.414	<u>N/A</u>



PINAL COUNTY

WIDE OPEN OPPORTUNITY

AGENDA ITEM

6/4/2025

Board Meeting Room

REQUESTED BY:

Funds #: 82

Dept. #: 359

Dept. Name: Public Health/ME

Director: Merissa Mendoza

BRIEF DESCRIPTION OF AGENDA ITEM AND REQUESTED BOARD ACTION:

Discussion/approval/disapproval to retroactively submit a grant application to the Arizona Department of Public Safety FY26 Victims of Crime Act grant for \$41,375. Match is required in the amount of \$10,344. This grant will be used by the Family Advocacy Centers. The grant will provide Trauma Therapy to victims of child abuse and interpersonal violence to facilitate healing and provide coping techniques to address the impact of trauma. (Melody Lenhardt/Merissa Mendoza)

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

The match will be under the Family Advocacy Budget in FY 25/26

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

The Family Advocacy Centers (FAC) provide a comprehensive, multi-disciplinary team approach to the investigation, prosecution and service provision to victims of all forms of child abuse and interpersonal violence.



MOTION:

Approve as presented.

ATTACHMENTS

[Click to download](#)

ATTACHMENTS:

	Description
	BOS Grant Request
	VOCA - Trauma Therapy Application



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 _____

APPLICANT ELIGIBILITY

1. The applicant organization is a (select one):
 - ✓ Public agency
 - Non-Profit agency
 - Tribal agency
2. The applicant will demonstrate a) a record of providing effective services to victims of crime and financial support from sources other than VOCA, or b) substantial financial support from sources other than VOCA.
 - ✓ Yes No
3. The applicant will provide match contributions of cash or in-kind in the amount described below:
 - a. Public agency or non-profit organization: 20%
 - b. Projects operated by Federally-recognized American Indian tribes OR Projects that operate exclusively on Federally-recognized tribal lands: 0%
 - ✓ Yes No
4. The applicant will utilize volunteers.
 - ✓ Yes No
5. The applicant will assist crime victims in applying for Crime Victims Compensation .
 - ✓ Yes No
6. The applicant will inform victims of their legal rights and offer to connect the victim with a representative from the prosecutor's or county attorney's office if the victim so chooses.
 - ✓ Yes No
7. The applicant will promote community efforts to aid crime victims .
 - ✓ Yes No
8. The applicant will comply with federal and state rules regulating grants.
 - ✓ Yes No
9. The applicant will maintain statutorily required data on victims served.
 - ✓ Yes No
10. The applicant will provide services to federal crime victims on the same basis as to victims of crimes under State or local law.
 - ✓ Yes No
11. The applicant will provide services to crime victims at no charge through the VOCA-funded project.
 - ✓ Yes No
12. The applicant will generate no income through the use of Federal VOCA or match funds .
 - ✓ Yes No

13. The applicant will abide by non-disclosure of confidential or private information as required by state and federal law.

☒ Yes No

DECLARATION

I have reviewed the Victims of Crime Act (VOCA) Victim Assistance grant general eligibility requirements and understand that they are conditions for program participation.

☒ Agree
Disagree

Name of Certifying Individual: Melody Lenhardt
Title of Certifying Individual: Family Advocacy Division Manager

APPLICANT SUMMARY**Agency Name:** Pinal County**Agency Type:** Government Agency (G)**Agency Sub-type:** Multiservice agency (N)

Service Provision Address:	City:	State:	Zip:
4045 Coolidge Ave	Eloy	Arizona	85131

Year Victim Services Program Established: 2005**Project Title:** FAC Trauma Therapy**CONTACT INFORMATION****Project Contact:** Address is same as organization

Salutation: Ms.	First Name: Melody	Last Name: Lenhardt
Title: Family Advocacy Division Manager		
Address: PO Box 2945	City: Florence	State: Arizona Zip: 85132
Telephone: (520) 866-7029	Ext.	Email: melody.lenhardt@pinal.gov

Project Director: Address is same as organization

Salutation: Ms.	First Name: Melody	Last Name: Lenhardt
Title: Family Advocacy Division Manager		
Address: PO Box 2945	City: Florence	State: Arizona Zip: 85132
Telephone: (520) 866-7029	Ext.	Email: Melody.lenhardt@pinal.gov

Authorizing Official: (Contract Signatory) Address is same as organization

Salutation: Mr.	First Name: Stephen	Last Name: Miller
Title: Chairman of the Board of Supervisors		
Address: PO Box 827	City: Florence	State: Arizona Zip: 85132
Telephone: (520) 866-6068	Ext.	Email: boschair.sharedmailbox@pinal.gov

Financial Contact: Address is same as organization

Salutation: Ms.	First Name: Anela	Last Name: Arciga
Title: Financial Manager		
Address: PO Box 2945	City: Florence	State: Arizona Zip: 85132
Telephone: (520) 866-7304	Ext.	Email: pcphfinance@pinal.gov

Civil Rights Contact: Address is same as organization

Salutation: Ms.	First Name: Melody	Last Name: Lenhardt
Title: Family Advocacy Division Manager		
Address: PO Box 2945	City: Florence	State: Arizona Zip: 85132

Telephone: (520) 866-7029 Ext. Email: Melody.lenhardt@pinal.gov

Civil Rights Training

Date Completed: 5/13/2025
To Be Scheduled:

Victim Compensation Coordinator: _____ Address is same as organization

Salutation: Ms.	First Name: Melody	Last Name: Lenhardt
Title: Family Advocacy Division Manager		
Address: PO Box 2945	City: Florence	State: Arizona Zip: 85132
Telephone: (520) 866-7029	Ext.	Email: Melody.lenhardt@pinal.gov

Victim Compensation Training

Date Completed: 5/13/2025
To Be Scheduled:

SERVICES AND VICTIM POPULATION

SERVICE IMPACT

This VOCA Grant will primarily be used to:

- Expand services into a new geographic area
- Offer new types of services
- Serve additional victim populations
- ✓ Continue existing services to crime victims
- Increase service capacity
- Other

Purpose of VOCA Grant:

- ✓ Continue a VOCA-funded victim project funded in a previous year
- Expand or enhance an existing project not funded by VOCA in the previous year
- Start up a new victim services project
- Start up a new Native American victim services project
- Expand or enhance an existing Native American project

TRIBAL PROJECTS

The following are excluded from the match requirement:

- Projects operated by Federally-recognized American Indian tribes
- Projects that operate **exclusively** on Federally-recognized tribal lands

Does this project meet either of the designations identified above? Yes ✓ No

VICTIM POPULATION

Victimization Type	%
Adult Physical Assault (includes aggravated and simple assault)	%
✓ Adult Sexual Assault	0.5%
✓ Adults Sexually Abused/Assaulted as Children	0.5%
Arson	%
Bullying (Verbal, Cyber, or Physical)	%
Burglary	%
✓ Child Physical Abuse or Neglect	23%
✓ Child Pornography	1%
✓ Child Sexual Abuse/Assault	64%
✓ Domestic and/or Family Violence	6%
DUI/DWI Incidents	%
✓ Elder Abuse or Neglect	0.5%
Hate Crime: Racial/Religious/Gender/Sexual Orientation/Other	%
If other, please explain/identify:	
✓ Human Trafficking: Labor	0.5%
✓ Human Trafficking: Sex	1%

	Identity Theft/Fraud/Financial Crime	%
✓	Kidnapping (non-custodial)	0.5%
✓	Kidnapping (custodial)	0.5%
	Mass Violence (domestic/international)	%
	Other Vehicular Victimization (e.g. hit and run)	%
	Robbery	%
	Stalking/Harassment	%
✓	Survivors of Homicide Victims	1%
✓	Teen Dating Victimization	1%
	Terrorism (domestic/international)	%
	Other Violent Crimes	%
	If other, please explain/identify:	
	Other Non-Violent Crimes	%
	If other, please explain/identify:	
	Total:	100.00%

SERVICES TO BE PROVIDED WITH VOCA AND MATCH FUNDS

A. INFORMATION & REFERRAL

- ✓ A1. Information about the criminal justice process
- ✓ A2. Information about victim rights, how to obtain notifications, etc.
- A3. Referral to other victim service programs
- ✓ A4. Referral to other services, supports, and resources (includes legal, medical, faith-based organizations, address confidentiality programs, etc.)

B. PERSONAL ADVOCACY/ACCOMPANIMENT

- B1. Victim advocacy/accompaniment to emergency medical care
- B2. Victim advocacy/accompaniment to medical forensic exam
- B3. Law enforcement interview advocacy/accompaniment
- ✓ B4. Individual advocacy (e.g., assistance in applying for public benefits, return of personal property or effects)
- ✓ B5. Performance of medical forensic exam or interview, or medical evidence collection
- B6. Immigration assistance (e.g., special visas, continued presence application, and other immigration relief)
- B7. Intervention with employer, creditor, landlord, or academic institution
- B8. Child and/or dependent care assistance (includes coordination of services)
- B9. Transportation assistance (includes coordination of services)
- B10. Interpreter services

C. EMOTIONAL SUPPORT OR SAFETY SERVICES

- ✓ C1. Crisis intervention (in-person, includes safety planning, etc.)
- C2. Hotline/crisis line counseling
- C3. On-scene crisis response (e.g., community crisis response)
- ✓ C4. Individual counseling
- ✓ C5. Support groups (facilitated or peer)
- ✓ C6. Other Therapy (traditional, cultural or alternative healing; art, writing or play therapy, etc.)

C7. Emergency financial assistance

D. SHELTER/HOUSING SERVICES

D1. Emergency shelter or safe house

D2. Transitional housing

D3. Relocation assistance (includes assistance with obtaining housing)

E. CRIMINAL/CIVIL JUSTICE SYSTEM ASSISTANCE

E1. Notification of criminal justice events (e.g., case status, arrest, court proceedings, case disposition, release, etc.)

E2. Victim impact statement assistance

E3. Assistance with restitution

E4. Civil legal assistance in obtaining protection or restraining order

E5. Civil legal assistance with family law issues (e.g., custody, visitation, or support)

E6. Other emergency justice-related assistance

E7. Immigration assistance (e.g., special visas, continued presence application, and other immigration relief)

E8. Prosecution interview advocacy/accompaniment (includes accompaniment with prosecuting attorney and with victim/witness)

E9. Law enforcement interview advocacy/accompaniment

E10. Criminal advocacy/accompaniment

E11. Other legal advice and/or counseling

F. ASSISTANCE IN FILING COMPENSATION CLAIMS (CHOICE IS REQUIRED)

✓

F1. Assists potential recipients in seeking crime victim compensation benefits

AGENCY INFORMATION

MISSION STATEMENT

1. Provide the agency-wide mission statement.

To promote, protect, and improve the health and well-being of all in our community.

2. Provide the mission statement and/or philosophy of the victim service program.

The Family Advocacy Center Multidisciplinary Team (MDT) is conducted under Pinal County and its mission is to coordinate the investigation and prosecution of child related crimes in the child sensitive environment through the joint participation of Division of Child Safety (DCS), Law Enforcement, Prosecution, Victim Advocacy, Medical Care Providers and Mental Health Clinicians to ensure coordinated investigations, effective prosecutions and comprehensive intervention services.

AGENCY SUMMARY

3. Provide a general overview of the agency; this should include how long the agency has been in existence, areas of expertise, and skills or specialized experience in serving crime victims.

The Family Advocacy Centers (FAC) provide a comprehensive, multi-disciplinary team approach to the investigation, prosecution and service provision to victims of all forms of child abuse and interpersonal violence. There are three advocacy centers and one satellite center in Pinal County; Eloy (opened in 2005), San Tan Valley (opened in 2015), Maricopa (opened in 2019) and Oracle (Satellite to the Eloy Center opened in 2025). When reports of abuse are made to law enforcement agencies or Department of Child Safety (DCS), multi-disciplinary teams onsite at each FAC respond. The teams consist of law enforcement, forensic interviewers, forensic nurses, victim advocates, mental health providers, prosecutors, volunteers and FAC support staff. Specialists such as DCS, OCWI or tribal social services personnel respond based on the situation. The FACs offer a range of services based on the unique needs of victims and families (e.g. forensic interviews, medical forensic exams, victim advocacy). All FAC team members are trained in victim-centered approaches to the investigation and prosecution of violent "persons" crimes as well as evidence-based, trauma-informed methods of assisting victims. Services, with the exception of mental health, are offered on-site in a safe, comfortable, victim-friendly setting in order to minimize possible secondary trauma from traveling to multiple sites of service, services repeated unnecessarily, or from service in a less private setting.

4. Describe the services the victim service program currently provides to victims of crime and the method(s) of service delivery.

The victim services program at the FACs places in emphasis on meeting the unique individual service needs of each victim and family through in person meeting and assessment. As integral members of the multi-disciplinary team, victim advocates are located onsite at each FAC and travel to the satellite center for each case seen there. Advocates are trained in advanced advocacy with an emphasis on understanding potential reactions to trauma. The victim advocate makes contact with the victim or family at their first visit to the center and meets with them individually to assess needs to provide resources, information and education. During the initial visit with the victim or caregiver, the advocate provides general information on the investigation and criminal justice system, victims' rights, a referral to Victim Compensation and assistance with the application as needed, education on common reactions to stress and trauma, information and education on

safety planning and a review of area resources with referrals provided to meet the identified needs. Advocates facilitate resources for victims through a broad range of community partnerships, offering resources to meet acute and long term needs such as referrals for trauma counseling, support groups, financial assistance and legal assistance. Victim advocates provide ongoing case management as needed. No victim is denied assistance, irrespective of jurisdiction of the crime. No cost is associated with any service.

	10/1/2022-9/30/2023	10/1/2023-9/30/2024
5. Total number of unduplicated victims served by the victim service program	645	603

6. Of the unduplicated victims served 10/1/2023-9/30/2024 (reported in Question 5), provide a breakdown of the number of victims served by victimization type.

Child Sexual abuse: 387; Physical Abuse: 141; Child pornography: 10; Domestic Violence: 41; Sex Trafficking: 2; Survivors of Homicide: 5; Adult Sexual Assault: 14; Kidnap: 3

7. Define any procedures the victim service program has implemented or plans to implement to a) notify victims of their rights and b) assist them in applying for benefits under the victim compensation program (Note: this is a requirement for receiving VOCA funds).

Trained victim advocates on-site at each FAC meet privately with victims/families at the time of the initial MDT response (e.g. when investigation begins). Advocates review statutory victims’ rights, how to exercise those rights, information on the criminal justice process and benefits that can be afforded to them and an overview of the Victim Compensation program and application process. The Victims’ Bill of Rights, how to lodge concerns regarding rights violations, explanations of victim compensation and applications are also provided in take-home packets. Assistance is offered on-site with completion of the victim compensation application. If victims are highly distressed at during initial service, follow-up calls are made to offer assistance at times convenient for victims. Advocates also facilitate applications for victims of federal crimes and those whose crimes occurred in other jurisdictions. Victims are encouraged to call FAC victim advocates if any assistance is needed. In addition to those providing direct services, all FAC staff, including administrative assistants, are required within three months of hire, to complete the on-line basic victim rights training offered through the AZ Attorney General’s Office. The FAC Manager disseminates relevant legislative updates to staff.

8. Describe the victim service program's victim screening/intake process. This may include how victims are referred to the program, whether or not there is a wait list, how victims are screened for services, and how the intake is conducted (in-person or by telephone).

Victims are referred to the FAC by local law enforcement and/or Department of Child Safety. Only adult victims of sexual assault can self-refer. The FAC protocol facilitates joint investigation by those two agencies. FAC staff coordinate participation by all team members at appointments in order to minimize stress to victims by having repeated interviews or exams. The majority of appointment requests for investigation services are taken telephonically by FAC administrative specialists from the investigating case agent who may be at the scene (the advocacy centers serve 15 different Pinal County law enforcement agencies). All victims who are scheduled or arrive at the FAC on an emergency basis are assigned an advocate who remains their “point of

contact” for victim services. There is no wait list. No victim is denied services irrespective of jurisdiction of the crime and no fees are charged for victim services. As such, if the investigating agency is federal, tribal or out of state, a victim advocate may be directly contacted telephonically by victims or outside agencies. Resources or victim assistance (e.g facilitation of victim compensation applications out of state based on jurisdiction of the crime) are offered. Once at the center, the victim advocate meets privately with the victim or non-offending caregiver to discuss and assess treatment and resource needs and facilitate referrals for needed services.

VOLUNTEER DETAIL

9. Does the agency utilize volunteers?

✓ Yes No

If no, provide an explanation.

10. Identify the activities performed by volunteers within the agency.

The FAC utilizes volunteers and unpaid interns to provide a variety of services such as assisting children in the playroom, organizing donations and providing other administrative services as needed. When utilized in the playroom, volunteers supervise children so that staff can meet with their parents . Administrative volunteers compile packets of information that are provided to all parents visiting the centers. Community volunteers preserve building areas that enhance comfort of victims such as upkeep of a play areas and outdoor common areas. Volunteers also provide off-site assistance such as sewing comfort items to be donated to children and hosting donation drives for needed items. For example, in past years, several boy scouts chose the FAC for their Eagle Scout projects and hosted donation drives for clothing, stuffed animals, blankets and other items to be provided to children and adults visiting the FAC for services.

11. Describe how the agency recruits, screens, trains, and supervises volunteers.

Volunteers/intern applications are available on the county website. When an application is received, the information is circulated to the departments of interest. Call in inquiries are provided with basic information regarding volunteer services and referred to the website. Screening includes formal background checks, including child abuse registry checks. Screening also involves meeting with the FAC Manager or Supervisor to assess reasons for volunteering, potential skill sets, an understanding of FAC services, and potential secondary trauma that can occur with victim service provision. Once screening is completed, training includes orientation to the FAC, (e.g. training videos), completion of online trainings including victims’ rights and trauma-informed care. Volunteers are supervised by the FAC Supervisor or FAC Division Manager.

JURISDICTION

12. Indicate the counties in which the agency provides services:

Apache	Graham	Mohave	Santa Cruz
Cochise	Greenlee	Navajo	Yavapai
Coconino	La Paz	Pima	Yuma
Gila	Maricopa	✓ Pinal	All Counties
			Other counties served outside of

AZ:

PROJECT INFORMATION

PROBLEM STATEMENT

1. Identify and describe the problem(s) to be addressed with this VOCA project. Describe the nature and scope of the problem(s) as it exists in the community to be served through this project. Support the problem statement with current data such as empirical studies, local crime patterns, agency statistics, community needs assessments, etc. Cite the source and date of the information. Include the victim populations (e.g. demographics, victimization types) to be served.

Pinal County covers 5,374 square miles and includes several rural areas as well as urban/suburban areas. Particularly in rural areas, the sheer size of the county can present difficulties for victims seeking to obtain treatment to address the trauma they have endured. In such a large area, it is particularly difficult for them to obtain treatment at a location that is convenient to them. Between October 2023 and September 2024, 553 children were seen at the Pinal County Family Advocacy Centers (FAC) for services following an allegation or disclosure of abuse. Services provided include victim advocacy, medical forensic exams and forensic interviews. Also during that time 50 adult victims were seen at the FACs for forensic medical exams and victim advocacy following interpersonal violence such as domestic violence, strangulation and sexual assault. The emotional impact of violence and other trauma can be profound, particularly in children. Children who experience trauma are more likely to develop post-traumatic stress disorder or experience problems with friends, suicide attempts, adolescent pregnancy, alcohol/substance abuse and depression. Being a victim of a crime or the parent or sibling of a victim of crime can be a very difficult and stressful experience. While many people are naturally resilient and over time will find ways to cope and adjust, there can be a wide range of after effects of trauma in the family and the victim. Victims and their families are vulnerable and need emotional support and guidance to avoid repeat victimization. There are three major needs a crime victim should have met; the need to feel safe, the need to express their emotions and, the need to know what comes next after victimization. When victims do not receive the appropriate support and intervention in the aftermath of a crime, they suffer "secondary" injuries such as financial difficulties, health care expenses, psychological impacts and a lack of knowledge about the criminal justice system and their rights as victims to make informed decisions (National Center for Victims of Crime, Trauma and Implications for Intervention: A Selected Review of Literature; James K. Hill, PhD., November 2003). Further evidence of the effects of trauma on child victims in particular can be found in the ACEs Study which found higher levels of traumatic experience in the general population than were previously imagined. According to the Arizona ACES Consortium, the number of children in Arizona with two or more ACEs is higher than the U.S. as a whole. For example, in Arizona children ages 12 to 17, 44.4% have experienced two or more ACEs, as compared to the national average of 30.5%. Further, estimates from the 2011/12 NSCH data set and 2010 Kids Count population estimates show that 4.10% of the total Pinal County Child Population has five or more ACEs. It is of vital importance that victims of crime and their families are provided with the opportunity to receive specialized mental health treatment to build resilience and to mitigate the effects of trauma on their lives. Victims of interpersonal violence can suffer from the effects of trauma for a lifetime, even passing down its effects to the generations that come after them. A 2020 Article in the Journal of Child Abuse and Neglect found that when women developed early maladaptive schemas due to childhood trauma, as mothers they were more likely to be inadequate at fulfilling the basic emotional needs of their children and of providing a supportive environment for the children. The findings indicated that early maladaptive schemas were likely to be passed on to the next generation through adverse childhood experiences (Adverse Childhood Experiences Lead to Trans-Generational Transmission of Early Maladaptive Schemas, Zeynep Zeynel, Tugba Uzer, Journal of Child Abuse and Neglect 99 (2020) 104235). In 2020 and

2021, the Family Advocacy Centers (FAC) collected the ACE scores of non-offending parents presenting at the FACs with their children for the investigation of alleged abuse as well as adult victims of domestic violence and sexual assault. The results were profound and indicated that 58% of respondents had an ACE score of 4 or more. 65% of those surveyed indicated that a parent would swear at, insult or put them down. 37% indicated that someone touched them sexually as a child and 46.5% answered that a parent had hit, beat, kicked or physically hurt them in some way during their childhood. The majority of these respondents were presenting at the FAC as the non-offending parent of a child being interviewed regarding an abuse allegation, putting them in a position to need to be a positive support for their child. These parents who have previously been victims themselves, frequently need therapeutic assistance to gain skills to provide a positive supportive environment for their victimized child. At the same time, the child needs therapeutic intervention to cope with the after effects of trauma. It is imperative that these children and their caregivers receive the support and treatment they need to break the cycle of multigenerational trauma.

PROJECT SUMMARY

2. Describe how this VOCA project will address the need or problem identified in the problem statement above. Include the specific services to be provided through this project.

The Pinal County Family Advocacy Centers seek to increase access for victims to trauma-focused healing services through the Family Advocacy Centers. The project will provide in person or virtual trauma-focused counseling for victims and their parents presenting at the Family Advocacy Centers for services. The centers are able to assess for therapeutic needs during the investigative process and immediately following a disclosure of abuse and victimization. The project will use a contract with one or more community based providers to provide treatment using evidence based trauma treatment modalities to children and their caregivers as well as adult victims of domestic violence and sexual assault. Treatment modalities and therapist qualifications will be in compliance with National Children's Alliance Accreditation Standards for Child Advocacy Centers. Services will be provided virtually or in Pinal County at a location convenient to the victim or family. It is estimated that by continuing this new service at the FAC, we can immediately address the specific emotional health needs of children, adolescents, and adult survivors who are struggling to overcome the destructive effects of trauma. This service will serve to reduce the incidence of multi-generational transmission of trauma as well as decrease the gap in driving out of the community for services. It should be noted that this service is currently being provided by other grant funds that are due to end June 2025 and are not renewable.

3. Considering the goals of VOCA (Healing, Safety, Justice, and/or Economic Restabilization), describe how this project's services will impact the victim population being served.

The current project to provide trauma focused therapeutic services will address the VOCA goal of healing. By offering specialized counseling services at a convenient location, victims of crime in Pinal County will experience healing in a timely manner at a location convenient to them. The counseling provided will be provided by therapists trained in treating victims of trauma so as to help them heal from the trauma they have suffered, develop positive coping mechanisms for any triggering events and mitigate the impact of the after effects of trauma in their daily lives. In doing so, the healing services will also serve to build resilience in victims and families, reducing their risk of re-victimization and long term risk of further physical and mental health concerns. In addition, the project will address the VOCA goal of healing by providing victim advocacy to include case management, referral to services that meet the individual needs of the family and safety planning to reduce the risk of revictimization. Victim Advocates will meet with the victim and/or caregiver at the initial visit to

assess their individual service needs and continue to provide advocacy services and check-in with families following the investigation as needed. This advocacy will ensure that other familial needs are met so they can continue to focus on the goal of healing and get the maximum benefit of trauma focused counseling.

VICTIM SERVICES COORDINATION & COLLABORATION EFFORTS

4. Describe how the agency will ensure a continuum of care for crime victims served through this project. Detail any formal agreements with community partners. For the purpose of this application, a continuum of care means assessing and identifying the needs of victims and coordinating the provision of services to meet those needs (whether by your agency or a community partner).

The Family Advocacy Centers are able to ensure a continuum of care for crime victims both internally and through the assistance of partner agencies. The Family Advocacy Centers have an MOU with a local mental health agencies; Easter Seals Blake Foundation. In addition, the FACs work jointly under the Pinal County Attorney's Multidisciplinary Protocol for the Investigation of Child Abuse with the Department of Child Services, the Office of Child Welfare Investigations, all of Pinal County's Law Enforcement Agencies, Pinal County Attorney's Office/prosecution and Pinal County Medical Forensic Services. The FACs work closely with community agencies such as Against Abuse and A New Leaf to obtain needed services for crime victims. The victim advocate employed at each FAC location provides immediate services to victims and families during the investigation of criminal acts. These services include referrals for counseling and other needed services, crisis intervention, safety planning, education, assistance with victim compensation applications and information on victims' rights, among others. The FAC victim advocate provides follow-up case management services to victims and families after they leave the center for as long as they are needed. If a criminal case is charged, the FAC advocate will often staff the case with the Pinal County Attorney court victim advocate and provide contact information to the victim/family to ensure a smooth continuum of care.

5. Describe this agency's participation in victim service collaborative work groups (e.g. statewide or local task forces, coalitions, committees, forums, etc.) relevant to this project.

Family Advocacy Center staff participate in numerous community activities and work groups. Staff belong to the Pinal County Sexual and Domestic Violence Coalition, working closely to coordinate services and develop strategies and trainings to meet the needs of the community. Staff are active members of the Pinal Interagency Council to Prevent Child Abuse, assisting with the yearly conference and other prevention related activities. FAC staff and multi-disciplinary team partners are active participants in the Pinal Juvenile Sex Trafficking Collaborative to ensure seamless and immediate care for victims of trafficking in Pinal County. The Division Manager regularly participates in meetings of the Pinal County Law Enforcement Association (PCLEA) to work with police chiefs and other community stakeholders to address community needs. All three centers are members of and accredited through the National Children's Alliance, a national organization that works to support advocacy centers across the country. The centers are also members of the Arizona Child and Family Advocacy Center Network (ACFAN), the organization that supports advocacy centers in the state of Arizona. The Division Manager is an active participant and current board member of ACFAN, attending regular meetings and offering assistance to other centers in the state as needed. Finally, FAC staff are regular participants in community events where they host booths to provide prevention and information to the community.

6. Nonprofit Agencies: describe how collaboration with government agencies (e.g. law enforcement, prosecution, corrections, courts, etc.) will strengthen this project.

Government Agencies: describe how collaboration with nonprofit agencies (e.g. child abuse service organizations, domestic and family violence organizations, sexual assault service organizations, etc.) will strengthen this project.

The partnerships and coordination the FACs enjoy with community agencies are crucial to coordinating appropriate service delivery to victims. The victim advocates work with community partners to obtain services to meet the individual needs of families such as shelter, emergency financial assistance, support groups, legal assistance, safety planning and other needs. By working closely with these collaborative partners, victim advocates can address needs while also avoiding duplication of services. The needs of crime victims are many and varied and it is important the victim advocates be available to provide access to services that will meet those individual needs. Trauma can leave a myriad of concerns in its wake that leave victims feeling overwhelmed and anxious. When a family is overwhelmed by other concerns such as for example, financial concerns due to the offender being the financial support of the family or the need for an order of protection, that family is unable to focus on the emotional or mental health needs of the victimized person. By working in partnership with community nonprofit agencies to ensure that the needs of the families are met in other areas of their lives, it will enable them to focus on the difficult work of healing through the trauma therapy provided by this project. When the victim is treated holistically, addressing all needs, the trauma therapy can have a greater impact on their lives, thus strengthening the effectiveness of this project.

PROJECT ASSESSMENT PLAN

7. Describe the specific methods or tools used to measure the impact and effectiveness of the services provided through this project. This may include, but is not limited to, assessments and/or feedback gathered from victims, community members, and collaborative partners.

It is important to continually evaluate the effectiveness of this project. As such, surveys will be administered to families during their initial visits to the FAC and at the conclusion of therapy services. The survey will assess the effectiveness of the trauma therapy by measuring feelings of overall well-being and satisfaction with the services received, both from the victim advocate and from the therapy services. Recognizing the importance of good working relationships with community partners, the project will also survey community partners about the effectiveness of collaborations between agencies to assess for and address any concerns in order to strengthen the ongoing collaboration. With regards to the therapy services, the FAC manager will meet with the therapist and/or company representative a minimum of once per every six months to evaluate program effectiveness and discuss what is going well and what, if any changes are needed to ensure the ongoing success of the project.

8. Based on the information gathered from the tools identified in Question 7, provide a detailed explanation of how the agency will periodically review its performance toward fulfilling the goals of this project.

The Pinal County FACs will utilize an existing standard initial visit survey through the National Children's Alliance as well as a Qualtrics Survey at discharge, specifically designed to measure the outcomes of each victim/family on a Likert scale with regards to the VOCA goals of healing and safety. The surveys will be administered at the initial visit as well as at the conclusion of services in order to measure both progress

towards the goals and satisfaction with the services provided. The survey will assess the helpfulness of victim advocacy services in accessing the services needed to promote safety and stabilization in the family as well as healing from the trauma focused therapy. In addition, community partners will be surveyed on a quarterly basis in order to assess the effectiveness of inter-agency collaboration. The FAC manager will review the results of these surveys on a quarterly basis and assess for any adjustments that may be needed to increase project effectiveness. The results will be shared with the treatment provider as well as the victim advocate in order to discuss and brainstorm possible improvements that can be made throughout the life of the project that can further enhance the effectiveness of services and help victims meet treatment goals. The FAC Division Manager will meet with the therapist and/or company representative once per 6 months to evaluate program effectiveness and discuss what is going well and what, if any changes are needed to ensure the ongoing success of the project.

PERFORMANCE MEASURES

PROJECT FOCUS

- ✓ Child Abuse
- Domestic Violence
- Sexual Assault
- Sexual Assault Hotline
- Victim Witness
- Other:

PROJECT GOAL(S)

- ✓ Healing: Respond to the emotional and physical needs [healing] of victims
- Economic/Restabilization: Assist primary and secondary victims of crime to stabilize [economic / restabilization] their lives after a victimization
- Justice: Assist victims to understand and participate in the criminal [justice] system
- ✓ Safety: Provide victims of crime with a measure of [safety] and security

PROJECT FOCUS:

Child Abuse

PROJECT GOAL:

Healing: Respond to the emotional and physical needs [healing] of victims

Performance Measures	Measure Type	Projection: Year 1	Projection: Year 2	Projection: Year 3
Input				
Number of victims requesting service	#	30	0	0
Outputs				
Number of victims receiving services	#	30	0	0
Outcomes - Required				
# and % of victims understanding the effects of trauma and victimization.	#	24	0	0
	%	80%	0%	0%
# and % of victims participating in group or individual services.	#	24	0	0
	%	80%	0%	0%
# and % of victims reporting increased well-being and reduced anxiety level	#	24	0	0
	%	80%	0%	0%
# and % of victims that report an increase in coping skills.	#	24	0	0
	%	80%	0%	0%
Outcomes - Other				
# and % of children who demonstrate improved emotional/behavioral status from intake to discharge	#	24	0	0
	%	80%	0%	0%
Quality Measures - Required				
% of victims reporting overall satisfaction with services.	%	85%	0%	0%
% of community collaborators reporting satisfaction with interagency cooperation.	%	85%	0%	0%
Quality Measures - Other				
		%	%	%

ACTIVITIES

Detail the activities that are essential to accomplishing the performance measures for this goal. Include who will

perform each activity.

Victim advocates will meet with victims and/or non-offending caregivers at the initial visit to assess service needs and provide resources and facilitate referrals to community collaborators to meet those needs. When indicated, they will provide a referral for trauma focused therapy with contracted providers. A trained community mental health provider will provide therapy to victims and additional therapy for the non-offending caregiver at the FAC which will result in victims and families gaining an understanding of the effects of trauma and victimization and how to best mitigate those effects in their lives. The victim advocate will continue to provide advocacy services to ensure that the other service needs of the family are also met. The victim advocate will also be responsible for administering initial surveys measuring the listed outcomes. Upon discharge, the therapist will administer the final survey and provide the results to the FAC Division Manager. The FAC Division Manager will review the survey results on a monthly basis as well as meeting with the therapy provider on a semi-annual basis to monitor and evaluate project effectiveness.

PROJECT FOCUS:

Child Abuse

PROJECT GOAL:

Safety: Provide victims of crime with a measure of [safety] and security

Performance Measures	Measure Type	Projection: Year 1	Projection: Year 2	Projection: Year 3
Input				
Number of victims requesting service	#	30	0	0
Outputs				
Number of victims receiving services	#	30	0	0
Outcomes - Required				
# and % of victims that report they are learning skills to keep themselves safe.	#	24	0	0
	%	80%	0%	0%
	#	%	%	%
	%	%	%	%
		%	%	%
Outcomes - Other				
		%	%	%
Quality Measures - Required				
% of victims reporting overall satisfaction with services.	%	%	%	%
% of community collaborators reporting satisfaction with interagency cooperation.	%	%	%	%
Quality Measures - Other				
		%	%	%

ACTIVITIES

Detail the activities that are essential to accomplishing the performance measures for this goal. Include who will perform each activity.

Victim advocates will meet with victims and/or non-offending caregivers at the initial visit to assess service needs and provide resources and facilitate referrals to community collaborators to meet those needs. When indicated, they will provide a referral for trauma focused therapy with contracted providers. A trained community mental health provider will provide therapy to victims and additional therapy for the non- offending caregiver at

the FAC which will result in victims and families gaining an understanding of the effects of trauma and victimization and how to best mitigate those effects in their lives. The victim advocate will continue to provide advocacy services to ensure that the other service needs of the family are also met. The victim advocate will also be responsible for administering initial surveys measuring the listed outcomes. Upon discharge, the therapist will administer the final survey and provide the results to the FAC Division Manager. The FAC Division Manager will review the survey results on a monthly basis as well as meeting with the therapy provider on a semi-annual basis to monitor and evaluate project effectiveness.

PERSONNEL

Are you requesting personnel for this project (VOCA or Match)? Yes

Year 1: 10/1/2025 to 9/30/2026							
Position Title	Total Annual Salary (FTE)	VOCA Salary	Match Salary	FTE	VOCA Fringe	Match Fringe	Pay Type
Victim Advocate	\$45,271	\$0	\$10,344	0.23	\$0	\$0	Hourly
Year 1 Subtotals		\$0	\$10,344	0.23	\$0	\$0	

Year 2: 10/1/2026 to 9/30/2027							
Position Title	Total Annual Salary (FTE)	VOCA Salary	Match Salary	FTE	VOCA Fringe	Match Fringe	Pay Type
Year 2 Subtotals		\$0	\$0	0	\$0	\$0	

Year 3: 10/1/2027 to 9/30/2028							
Position Title	Total Annual Salary (FTE)	VOCA Salary	Match Salary	FTE	VOCA Fringe	Match Fringe	Pay Type
Year 3 Subtotals		\$0	\$0	0	\$0	\$0	

PERSONNEL EXPENSES	YEAR 1	YEAR 2	YEAR 3	TOTAL PERSONNEL
Total VOCA Salary	\$0	\$0	\$0	\$0
Total Match Salary	\$10,344	\$0	\$0	\$10,344
Total VOCA Fringe	\$0	\$0	\$0	\$0
Total Match Fringe	\$0	\$0	\$0	\$0
Total FTE on Project	0.23	0	0	0.23

1. Salary: Identify the types of pay incentives offered to employees, beyond regular pay, included in the request above (e.g. overtime pay, language premium, longevity pay, etc.). Specific amounts for each pay incentive are not required. Explain the basis for any increases or decreases in requested salary amount(s) from year to year (e.g. general pay increases, cost of living adjustments, etc.).

Each year since FY17, the County Board of Supervisors has implemented a pay raise for all county employees between 2% and 5%. The Board has also implemented a sabbatical policy allowing employees to take a sabbaticals every 5 years starting at 5 years of service.

2. Fringe: Identify the fringe benefits reflected in the request above (include any mandated and/or voluntary benefits). Explain any anticipated changes from year to year. Specific amounts for each fringe benefit are not required.

Fringes include FICA, Worker's Compensation, Health Insurance, Disability Insurance, EAP, and Arizona State Retirement. Fringe benefits increase from years one to two and years two to three, based on anticipated raises from the county for all employees.

VOLUNTEERS

Will this project use direct service volunteer time as match? No

Year 1: 10/1/2025 to 9/30/2026					
Volunteer Classification	Volunteer Hourly Rate	Total In-Kind Match	Total Direct Service Hours		
Year 1 Subtotals		\$0	0		
Year 2: 10/1/2026 to 9/30/2027					
Volunteer Classification	Volunteer Hourly Rate	Total In-Kind Match	Total Direct Service Hours		
Year 2 Subtotals		\$0	0		
Year 3: 10/1/2027 to 9/30/2028					
Volunteer Classification	Volunteer Hourly Rate	Total In-Kind Match	Total Direct Service Hours		
Year 3 Subtotals		\$0	0		
VOLUNTEER MATCH		YEAR 1	YEAR 2	YEAR 3	TOTAL VOLUNTEER MATCH
Total In-Kind Volunteer Match		\$0	\$0	\$0	\$0

1. Explain any increases or decreases in Volunteer Hourly Rate from year to year.

CONTRACTUAL SERVICES

Are you requesting Contractual Services for this project (VOCA or Match)? Yes

Year 1: 10/1/2025 to 9/30/2026						
Service Provided	Rate of Pay	Total Hours	Calculated Total	VOCA Amount	Match Amount	Total Project Amount
Trauma therapy	\$81.25	480.00	\$39,000	\$39,000	\$0	\$39,000
Year 1 Subtotals			\$39,000	\$39,000	\$0	\$39,000

Year 2: 10/1/2026 to 9/30/2027						
Service Provided	Rate of Pay	Total Hours	Calculated Total	VOCA Amount	Match Amount	Total Project Amount
Year 2 Subtotals			\$0	\$0	\$0	\$0

Year 3: 10/1/2027 to 9/30/2028						
Service Provided	Rate of Pay	Total Hours	Calculated Total	VOCA Amount	Match Amount	Total Project Amount
Year 3 Subtotals			\$0	\$0	\$0	\$0

CONTRACTUAL EXPENSES	YEAR 1	YEAR 2	YEAR 3	TOTAL CONTRACTUAL EXPENSES
VOCA Amount	\$39,000	\$0	\$0	\$39,000
Match Amount	\$0	\$0	\$0	\$0
Total Project Amount	\$39,000	\$0	\$0	\$39,000

1. Address any increases or decreases in rate(s) of pay or hours devoted to the project from year to year.

No planned increases or decreases. One year grant only.

APPLICATION UPLOADS

ORGANIZATIONAL CHART

This section is required for all applicants

Upload an organizational chart that includes units/departments, individual positions (including requested positions), volunteer classifications, and layers of supervision for the victim services program. If the agency does not have an organizational chart depicting this information, the template below can assist with creating one.

Org Chart Template/Example

https://sage.azdps.gov/_Upload/65738_1113881-FACDivOrgChart.pdf

PERSONNEL POSITION DESCRIPTION(S)

This section is required if requesting Personnel as part of this VOCA project

Open the Personnel Position Description template below (Word Document). Complete the template for each Position Classification identified on the Personnel form (VOCA and Match staff). If requesting multiple identical positions (e.g. Victim Advocates all performing the same duties), only one Position Description is required. Do not upload multiple identical Position Descriptions.

Personnel Position Description Template

https://sage.azdps.gov/_Upload/65738_1113885-PositionDescriptionVA2025.docx

VOLUNTEER POSITION DESCRIPTION(S)

This section is required if utilizing volunteers as match for this VOCA project

Open the Volunteer Position Description template below (Word Document). Complete the template for each Volunteer Classification identified on the Volunteers form. A Position Description must be provided for each Volunteer Classification.

Volunteer Position Description Template

CONTRACTOR POSITION DESCRIPTION(S)

This section is required if requesting Contractual Services as part of this VOCA project

Open the Contractor Position Description template below (Word Document). Complete the template for each type of Contractual Service identified on the Contractual Services form. A Position Description must be provided for each Contractual Service.

Contractor Position Description Template

https://sage.azdps.gov/_Upload/65738_1113889-ContractorPositionDescriptionTemplateVOCATXgrant.docx

MILEAGE & TRAINING

MILEAGE

Are you requesting Mileage for this project (VOCA or Match)? No

Year 1: 10/1/2025 to 9/30/2026			
	VOCA Amount	Match Amount	Total Project Amount
Mileage			\$0

Year 2: 10/1/2026 to 9/30/2027			
	VOCA Amount	Match Amount	Total Project Amount
Mileage			\$0

Year 3: 10/1/2027 to 9/30/2028			
	VOCA Amount	Match Amount	Total Project Amount
Mileage			\$0

MILEAGE EXPENSES	YEAR 1	YEAR 2	YEAR 3	TOTAL MILEAGE
Total VOCA	\$0	\$0	\$0	\$0
Total Match	\$0	\$0	\$0	\$0
Total Project Amount	\$0	\$0	\$0	\$0

JUSTIFICATION

Provide justification for mileage request. Justification should include (but is not limited to) the following: purpose of travel, frequency of travel, need for transportation services, how project amount was determined, etc. Explain any increase or decrease from year to year.

TRAINING COSTS

Are you requesting Victim Service Training for this project (VOCA or Match)? Yes

Year 1: 10/1/2025 to 9/30/2026			
	VOCA Amount	Match Amount	Total Project Amount
Victim Service Training	\$2,375	\$0	\$2,375

Year 2: 10/1/2026 to 9/30/2027			
	VOCA Amount	Match Amount	Total Project Amount
Victim Service Training			\$0

Year 3: 10/1/2027 to 9/30/2028			
	VOCA Amount	Match Amount	Total Project Amount
Victim Service Training			\$0

TRAINING EXPENSES	YEAR 1	YEAR 2	YEAR 3	TOTAL TRAINING
Total VOCA	\$2,375	\$0	\$0	\$2,375
Total Match	\$0	\$0	\$0	\$0
Total Project Amount	\$2,375	\$0	\$0	\$2,375

JUSTIFICATION

For each year, identify the training(s) requested by title or topic, whether it is an in-state or out-of-state training, positions that will be attending, and estimated costs. Explain how each training will improve direct services to victims.

One victim advocate will attend the Dallas Crimes Against Children Conference in Dallas , Texas. This is an out of state training that offers a wide array of training topics in the field of child abuse that will keep the victim advocate up to date on best practices and victim service. The training includes topics specific to the provision of services by a victim advocate and will therefore improve the skills, abilities and knowledge of the victim advocate attending. That advocate will also bring back the information learned to share with other advocates. The cost was calculated using the cost of one attendee this year and breaks down as follows:

Registration: \$895
Airfare: \$350
Hotel:\$770
Per Diem: \$360
Total: \$2375

CAPITAL EQUIPMENT

Are you requesting Capital Equipment for this project (VOCA or Match)? No

Year 1: 10/1/2025 to 9/30/2026						
Item	Quantity	Price Per Unit	Calculated Total	VOCA Amount	Match Amount	Total Project Amount
Year 1 Subtotals			\$0	\$0	\$0	\$0
Year 2: 10/1/2026 to 9/30/2027						
Item	Quantity	Price Per Unit	Calculated Total	VOCA Amount	Match Amount	Total Project Amount
Year 2 Subtotals			\$0	\$0	\$0	\$0
Year 3: 10/1/2027 to 9/30/2028						
Item	Quantity	Price Per Unit	Calculated Total	VOCA Amount	Match Amount	Total Project Amount
Year 3 Subtotals			\$0	\$0	\$0	\$0
CAPITAL EQUIPMENT EXPENSES		YEAR 1	YEAR 2	YEAR 3	TOTAL CAPITAL EQUIPMENT	
Total VOCA		\$0	\$0	\$0	\$0	
Total Match		\$0	\$0	\$0	\$0	
Total Project Amount		\$0	\$0	\$0	\$0	

JUSTIFICATION

Provide a detailed description and justify the need for each Capital Equipment item requested. Describe how the purchase of each item will assist in meeting the project goals. Explain any proration, if necessary.

OTHER EXPENSES

Are you requesting Other Expenses for this project (VOCA or Match)? No

Year 1: 10/1/2025 to 9/30/2026			
Non-Capital Equipment & Furniture			
Item	VOCA Amount	Match Amount	Total Project Amount
Operating Costs			
Item	VOCA Amount	Match Amount	Total Project Amount
Client Assistance			
Item	VOCA Amount	Match Amount	Total Project Amount
Indirect Costs			
Item	VOCA Amount	Indirect Cost Rate	Total Project Amount
		%	\$0
YEAR 1 SUBTOTALS	VOCA Amount	Match Amount	Total Project Amount
		\$0	\$0
		\$0	\$0

Year 2: 10/1/2026 to 9/30/2027			
Non-Capital Equipment & Furniture			
Item	VOCA Amount	Match Amount	Total Project Amount
Operating Costs			
Item	VOCA Amount	Match Amount	Total Project Amount
Client Assistance			
Item	VOCA Amount	Match Amount	Total Project Amount
Indirect Costs			
Item	VOCA Amount	Indirect Cost Rate	Total Project Amount
		%	\$0
YEAR 2 SUBTOTALS	VOCA Amount	Match Amount	Total Project Amount
\$0		\$0	\$0

Year 3: 10/1/2027 to 9/30/2028			
Non-Capital Equipment & Furniture			
Item	VOCA Amount	Match Amount	Total Project Amount
Operating Costs			
Item	VOCA Amount	Match Amount	Total Project Amount
Client Assistance			
Item	VOCA Amount	Match Amount	Total Project Amount
Indirect Costs			
Item	VOCA Amount	Indirect Cost Rate	Total Project Amount
			%
			\$0
YEAR 3 SUBTOTALS	VOCA Amount	Match Amount	Total Project Amount
		\$0	\$0
		\$0	\$0

OTHER EXPENSES	YEAR 1	YEAR 2	YEAR 3	TOTAL OTHER EXPENSES
Total VOCA	\$0	\$0	\$0	\$0
Total Match	\$0	\$0	\$0	\$0
Total Project Amount	\$0	\$0	\$0	\$0

JUSTIFICATION - NON CAPITAL EQUIPMENT & FURNITURE

Provide a detailed description and justify the need for each item requested above.
Explain the basis for any calculations used to determine the requested amount(s), including any prorating methods.

JUSTIFICATION - OPERATING COSTS

Provide a detailed description and justify the need for each operating cost requested above.
Explain the basis for any calculations used to determine the requested amount(s), including any prorating methods.

JUSTIFICATION - CLIENT ASSISTANCE

Provide a detailed description and justify the need for each Client Assistance line item requested above.
Explain the basis for any calculations used to determine the requested amount(s).

JUSTIFICATION - INDIRECT COSTS

Explain the calculation used to determine the indirect cost amount(s) requested above.
Indicate whether the agency is using the 15% de minimis rate or if the agency has a federally negotiated indirect cost rate.

MATCH

Year 1: 10/1/2025 to 9/30/2026

Match Line Item	Amount	Type	Funding Source
Personnel Salary			
Victim Advocate	\$10,344	Cash	General Funds
Personnel Fringe			
		Cash	
Volunteers			
		In-Kind	Volunteer Hours
Contractual Services			
		Cash	
Mileage			
Training Costs			
Capital Equipment			
Other Expenses: Non-Capital Equipment & Furniture			
Other Expenses: Operating Costs			
Other Expenses: Client Assistance			

Are you requesting a match waiver? No

Match waiver amount

Cash Match	\$10,344
In-Kind Match	\$0
Match Waiver	\$0
Year 1 Match Total	\$10,344

Year 2: 10/1/2026 to 9/30/2027

Match Line Item	Amount	Type	Funding Source
Personnel Salary			
		Cash	
Personnel Fringe			
		Cash	
Volunteers			
		In-Kind	Volunteer Hours
Contractual Services			
		Cash	

Mileage

Training Costs

Capital Equipment

Other Expenses: Non-Capital Equipment & Furniture

Other Expenses: Operating Costs

Other Expenses: Client Assistance

Are you requesting a match waiver?

No

Match waiver amount

Cash Match	\$0
In-Kind Match	\$0
Match Waiver	\$0
Year 2 Match Total	\$0

Year 3: 10/1/2027 to 9/30/2028

Match Line Item	Amount	Type	Funding Source
Personnel Salary		Cash	
Personnel Fringe		Cash	
Volunteers		In-Kind	Volunteer Hours
Contractual Services		Cash	
Mileage			
Training Costs			
Capital Equipment			
Other Expenses: Non-Capital Equipment & Furniture			
Other Expenses: Operating Costs			
Other Expenses: Client Assistance			

Are you requesting a match waiver?

No

Match waiver amount

Cash Match	\$0
In-Kind Match	\$0
Match Waiver	\$0
Year 3 Match Total	\$0

MATCH	YEAR 1	YEAR 2	YEAR 3	TOTAL MATCH
Total Cash Match	\$10,344	\$0	\$0	\$10,344
Total In-Kind Match	\$0	\$0	\$0	\$0
Match Waiver	\$0	\$0	\$0	\$0
Total Match	\$10,344	\$0	\$0	\$10,344

DETAILED BUDGET SUMMARY

	10/1/2025- 9/30/2026	10/1/2026- 9/30/2027	10/1/2027- 9/30/2028	
VOCA EXPENSES	Year 1	Year 2	Year 3	Total Project
Personnel - Salary	\$0	\$0	\$0	\$0
Personnel - Fringe Benefits	\$0	\$0	\$0	\$0
Contractual Services	\$39,000	\$0	\$0	\$39,000
Mileage	\$0	\$0	\$0	\$0
Training Costs	\$2,375	\$0	\$0	\$2,375
Capital Equipment	\$0	\$0	\$0	\$0
Other Expenses	\$0	\$0	\$0	\$0
TOTAL VOCA	\$41,375	\$0	\$0	\$41,375
MATCH EXPENSES	Year 1	Year 2	Year 3	Total Project
Personnel - Salary	\$10,344	\$0	\$0	\$10,344
Personnel - Fringe Benefits	\$0	\$0	\$0	\$0
Volunteers	\$0	\$0	\$0	\$0
Contractual Services	\$0	\$0	\$0	\$0
Mileage	\$0	\$0	\$0	\$0
Training Costs	\$0	\$0	\$0	\$0
Capital Equipment	\$0	\$0	\$0	\$0
Other Expenses	\$0	\$0	\$0	\$0
Match Waiver	\$0	\$0	\$0	\$0
TOTAL MATCH	\$10,344	\$0	\$0	\$10,344
Match Requirement	\$10,344	\$0	\$0	\$10,344
Match Overage/Shortage	\$0	\$0	\$0	\$0
TOTAL PROJECT	\$51,719	\$0	\$0	\$51,719
TOTAL EXPENSES	Year 1	Year 2	Year 3	TOTAL
TOTAL VOCA	\$41,375	\$0	\$0	\$41,375
TOTAL MATCH	\$10,344	\$0	\$0	\$10,344
TOTAL PROJECT	\$51,719	\$0	\$0	\$51,719

SOURCE OF FUNDING

VOCA Application	10/1/2024-9/30/2025	10/1/2025-9/30/2026	% of Total Budget
	\$0	\$41,375	4%

Federal Funds				
Source	FY 2025	FY 2026	% of Total Budget	CFDA
VOCA Fund request	\$0	\$41,375	4%	0
ARPA Funds	\$87,243	\$0	0%	0
			0%	
			%	
Total Federal Funds	\$87,243	\$41,375	4%	

State Funds			
Source	FY 2025	FY 2026	% of Total Budget
Arizona Attorney General's Office	\$83,730	\$9,961	1%
			0%
			0%
			%
Total State Funds	\$83,730	\$9,961	1%

Local Funds			
Source	FY 2025	FY 2026	% of Total Budget
Pinal County General Funds	\$944,052	\$984,599	91%
			0%
			0%
			%
Total Local Funds	\$944,052	\$984,599	91%

Other Non-Federal Funds			
Source	FY 2025	FY 2026	% of Total Budget
			0%
			0%
			0%
			%
Total Other Non-Federal Funds	\$0	\$0	0%

TOTAL VICTIM SERVICES BUDGET	FY 2025	FY 2026
	\$1,115,025	\$1,077,310



PINAL COUNTY

WIDE OPEN OPPORTUNITY

AGENDA ITEM

6/4/2025

Board Meeting Room

REQUESTED BY:

Funds #: 82

Dept. #: 359

Dept. Name: Public Health/ME

Director: Merissa Mendoza

BRIEF DESCRIPTION OF AGENDA ITEM AND REQUESTED BOARD ACTION:

Discussion/approval/disapproval to accept award AG25-0025-010 Child and Family Advocacy Center Fund FY2025 - Eloy from the Arizona Office of the Attorney General and Pinal County Public Health Services District, through Pinal County Board of Supervisors, for the period of July 1, 2025, through June 30, 2026, in the amount of \$3,194.37. This grant will be used by the Public Health Services District to provide funding to the Eloy Family Advocacy Center (FAC) to provide services to victims of child abuse. FAC staff provide forensic medical examinations, forensic interviews, victim advocacy and referral to mental health and other community services. These services are also available to child witnesses to violence and vulnerable adults. (Melody Lenhardt/Merissa Mendoza)

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

No impact to the General Fund.

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

MOTION:

Approve as presented.

ATTACHMENTS

[Click to download](#)

ATTACHMENTS:

	Description
	BOS Grant Request
	AG25-0025-010 FAC Eloy Award Letter



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 _____



OFFICE OF THE ARIZONA ATTORNEY GENERAL

KRIS MAYES
ATTORNEY GENERAL

OPERATIONS DIVISION
PROCUREMENT SECTION

CINDY PALMER
PROCUREMENT MANAGER

May 1, 2025

Mr. Stephen Q. Miller
Pinal County
Eloy Family Advocacy Center
31 North Pinal Street
Florence, AZ 85132
BOSchair@pinal.gov; melody.lenhardt@pinal.gov; anela.arciga@pinal.gov

RE: AG25-0025 Child and Family Advocacy Center Fund FY2025

Dear Mr. Miller:

On the behalf of the Arizona Attorney General's Office, I am notifying you that our office has completed its evaluation of the grant applications received in response to RFGA # AG25-0025, Child and Family Advocacy Center Fund FY2025. The evaluation was done in accordance with A.R.S. § 41-2702, § 41-191.11 and the criteria established in the Request for Grant Application (RFGA).


I am pleased to announce that Pinal County has been awarded AGO grant funding to support the Eloy Family Advocacy Center. The award is in the amount of **\$3,194.37** with a program period of July 1, 2025-June 30, 2026 (project# AG25-0025-010). A kick-off meeting will be scheduled with your grant specialist to discuss next steps related to payments and financial reporting as described in the grant. Future reimbursements will be based on completion of your 2023 requirements.

Please forward a copy(s) of your Certificate of Insurance per the contract requirements to Cindy Palmer, Procurement Manager at Procurement@azag.gov. Additional questions may also be directed to Stephanie Parker, Grant Specialist at Stephanie.Parker@azag.gov or 602.542.3542.

On behalf of the Arizona Attorney General's Office, we appreciate the time and effort you have spent responding and submitting a proposal to this solicitation. Providing support services to our most vulnerable victims is important work and we look forward to continuing to work with your organization in the near future.

Sincerely,


Kris Mayes
Arizona Attorney General

	ATTACHMENT I OFFER AND ACCEPTANCE	State of Arizona Office of the Attorney General Procurement Section 2005 N. Central Avenue Phoenix, Arizona 85004
	AGO PROJECT NO: AG25-0025	

OFFER

TO THE STATE OF ARIZONA:

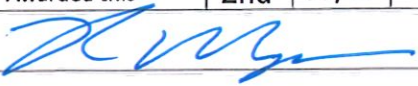
The Undersigned hereby offers and agrees to furnish the material, service or construction in compliance with all terms, conditions, specifications and amendments in the Solicitation and any written exceptions in the offer. Signature also certifies Small Business status.

Pinal County					
Company Name			Signature of Person Authorized to Sign Offer		
31 North Pinal Street			Stephen Q. Miller		
Company Address			Printed Name		
Florence	AZ	85132	Chairman of the Board of Supervisors		
City	State	Zip	Title		
BOSchair@pinal.gov			520-866-6068		
Contact Email Address			Contract Phone Number		Contact Fax Number

By signature in the Offer section above, the Offeror certifies:

1. The submission of the Offer did not involve collusion or other anticompetitive practices.
2. The Offeror shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246, State Executive Order 2009-9 or A.R.S. §§ 41-1461 through 1465.
3. The Offeror has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer. Failure to provide a valid signature affirming the stipulations required by this clause shall result in rejection of the offer. Signing the offer with a false statement shall void the offer, any resulting contract and may be subject to legal remedies provided by law.
4. The Offeror certifies that the above referenced organization ☐ IS/ ☐ IS NOT a small business with less than 100 employees or has gross revenues of \$4 million or less.

ACCEPTANCE OF OFFER

Your offer is hereby accepted:					
The Grantee is now bound to sell the materials, services or construction listed by the attached contract based upon the solicitation, including all terms, conditions, specifications, amendments, etc., and the Grantee's offer as accepted by the Office of the Attorney General.					
The Grantee is hereby cautioned not to commence any billable work or provide any material or service under this contract until the Contractor receives a purchase order, contract release document or written notice to proceed.					
This Contract shall henceforth be referred to as Contract No.:			AG25-0025-010		
The effective date of the Contract is:			July 1, 2025		
Awarded this			2nd	Day of	May
STATE OF ARIZONA OFFICE OF THE ATTORNEY GENERAL			 Kris Mayes, Attorney General		



PINAL COUNTY

WIDE OPEN OPPORTUNITY

AGENDA ITEM

6/4/2025

Board Meeting Room

REQUESTED BY:

Funds #: 82

Dept. #: 359

Dept. Name: Public Health/ME

Director: Merissa Mendoza

BRIEF DESCRIPTION OF AGENDA ITEM AND REQUESTED BOARD ACTION:

Discussion/approval/disapproval to accept award AG25-0025-011 Child and Family Advocacy Center Fund FY2025 - Maricopa from the Arizona Office of the Attorney General and Pinal County Public Health Services District, through Pinal County Board of Supervisors, for the period of July 1, 2025, through June 30, 2026, in the amount of \$3,022.48. This grant will be used by the Public Health Services District to provide funding to the Maricopa Family Advocacy Center (FAC) to provide services to victims of child abuse. FAC staff provide forensic medical examinations, forensic interviews, victim advocacy and referral to mental health and other community services. These services are also available to child witnesses to violence and vulnerable adults. (Melody Lenhardt/Merissa Mendoza)

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

No impact to the General Fund.

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

MOTION:

Approve as presented.

ATTACHMENTS

[Click to download](#)

ATTACHMENTS:

	Description
<input type="checkbox"/>	BOS Grant Request
<input type="checkbox"/>	AG25-0025-011 FAC Maricopa Award Letter



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 _____



OFFICE OF THE ARIZONA ATTORNEY GENERAL

KRIS MAYES
ATTORNEY GENERAL

OPERATIONS DIVISION
PROCUREMENT SECTION

CINDY PALMER
PROCUREMENT MANAGER

May 1, 2025

Mr. Stephen Q. Miller
Pinal County
Maricopa Family Advocacy Center
31 North Pinal Street
Florence, AZ 85132
BOSchair@pinal.gov; melody.lenhardt@pinal.gov; anela.arciga@pinal.gov

RE: AG25-0025 Child and Family Advocacy Center Fund FY2025

Dear Mr. Miller:

On the behalf of the Arizona Attorney General's Office, I am notifying you that our office has completed its evaluation of the grant applications received in response to RFGA # AG25-0025, Child and Family Advocacy Center Fund FY2025. The evaluation was done in accordance with A.R.S. § 41-2702, § 41-191.11 and the criteria established in the Request for Grant Application (RFGA).


I am pleased to announce that Pinal County has been awarded AGO grant funding to support the Maricopa Family Advocacy Center. The award is in the amount of **\$3,022.48** with a program period of July 1, 2025-June 30, 2026 (project# AG25-0025-011). A kick-off meeting will be scheduled with your grant specialist to discuss next steps related to payments and financial reporting as described in the grant. Future reimbursements will be based on completion of your 2023 requirements.

Please forward a copy(s) of your Certificate of Insurance per the contract requirements to Cindy Palmer, Procurement Manager at Procurement@azag.gov. Additional questions may also be directed to Stephanie Parker, Grant Specialist at Stephanie.Parker@azag.gov or 602.542.3542.

On behalf of the Arizona Attorney General's Office, we appreciate the time and effort you have spent responding and submitting a proposal to this solicitation. Providing support services to our most vulnerable victims is important work and we look forward to continuing to work with your organization in the near future.

Sincerely,


Kris Mayes
Arizona Attorney General

	ATTACHMENT I OFFER AND ACCEPTANCE	State of Arizona Office of the Attorney General Procurement Section 2005 N. Central Avenue Phoenix, Arizona 85004
	AGO PROJECT NO: AG25-0025	

OFFER

TO THE STATE OF ARIZONA:

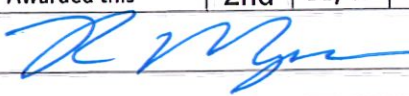
The Undersigned hereby offers and agrees to furnish the material, service or construction in compliance with all terms, conditions, specifications and amendments in the Solicitation and any written exceptions in the offer. Signature also certifies Small Business status.

Pinal County			 Signature of Person Authorized to Sign Offer	
Company Name				
31 North Pinal Street			Stephen Q. Miller	
Company Address			Printed Name	
Florence	AZ	85132	Chairman of the Board of Supervisors	
City	State	Zip	Title	
BOSchair@pinal.gov			520-866-6068	
Contact Email Address			Contract Phone Number	Contact Fax Number

By signature in the Offer section above, the Offeror certifies:

- The submission of the Offer did not involve collusion or other anticompetitive practices.
- The Offeror shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246, State Executive Order 2009-9 or A.R.S. §§ 41-1461 through 1465.
- The Offeror has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer. Failure to provide a valid signature affirming the stipulations required by this clause shall result in rejection of the offer. Signing the offer with a false statement shall void the offer, any resulting contract and may be subject to legal remedies provided by law.
- The Offeror certifies that the above referenced organization ☐ IS/ ☐ IS NOT a small business with less than 100 employees or has gross revenues of \$4 million or less.

ACCEPTANCE OF OFFER

Your offer is hereby accepted:					
The Grantee is now bound to sell the materials, services or construction listed by the attached contract based upon the solicitation, including all terms, conditions, specifications, amendments, etc., and the Grantee's offer as accepted by the Office of the Attorney General.					
The Grantee is hereby cautioned not to commence any billable work or provide any material or service under this contract until the Contractor receives a purchase order, contract release document or written notice to proceed.					
This Contract shall henceforth be referred to as Contract No.:				AG25- ⁰⁰²⁵ 0005 -011	
The effective date of the Contract is:				July 1, 2025	
STATE OF ARIZONA OFFICE OF THE ATTORNEY GENERAL		Awarded this	2nd	Day of	May, 2025
		 Kris Mayes, Attorney General			



PINAL COUNTY

WIDE OPEN OPPORTUNITY

AGENDA ITEM

6/4/2025

Board Meeting Room

REQUESTED BY:

Funds #: 82

Dept. #: 359

Dept. Name: Public Health/ME

Director: Merissa Mendoza

BRIEF DESCRIPTION OF AGENDA ITEM AND REQUESTED BOARD ACTION:

Discussion/approval/disapproval to accept award AG25-0025-012 Child and Family Advocacy Center Fund FY2025 - San Tan Valley from the Arizona Office of the Attorney General and Pinal County Public Health Services District, through Pinal County Board of Supervisors, for the period of July 1, 2025, through June 30, 2026, in the amount of \$3,744.41. This grant will be used by the Public Health Services District to provide funding to the San Tan Valley Family Advocacy Center (FAC) to provide services to victims of child abuse. FAC staff provide forensic medical examinations, forensic interviews, victim advocacy and referral to mental health and other community services. These services are also available to child witnesses to violence and vulnerable adults. (Melody Lenhardt/Merissa Mendoza)

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

No impact to the General Fund.

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



MOTION:

Approve as presented.

ATTACHMENTS

[Click to download](#)

ATTACHMENTS:

	Description
	BOS Grant Request
	AG25-0025-012 FAC San Tan Valley Award Letter



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 _____



OFFICE OF THE ARIZONA ATTORNEY GENERAL

KRIS MAYES
ATTORNEY GENERAL

OPERATIONS DIVISION
PROCUREMENT SECTION

CINDY PALMER
PROCUREMENT MANAGER

May 1, 2025

Mr. Stephen Q. Miller
Pinal County
San Tan Family Advocacy Center
31 North Pinal Street
Florence, AZ 85132
BOSchair@pinal.gov; melody.lenhardt@pinal.gov; anela.arciga@pinal.gov

RE: AG25-0025 Child and Family Advocacy Center Fund FY2025

Dear Mr. Miller:

On the behalf of the Arizona Attorney General's Office, I am notifying you that our office has completed its evaluation of the grant applications received in response to RFGA # AG25-0025, Child and Family Advocacy Center Fund FY2025. The evaluation was done in accordance with A.R.S. § 41-2702, § 41-191.11 and the criteria established in the Request for Grant Application (RFGA).


I am pleased to announce that Pinal County has been awarded AGO grant funding to support the San Tan Family Advocacy Center. The award is in the amount of \$3,744.41 with a program period of July 1, 2025-June 30, 2026 (project# AG25-0025-012). A kick-off meeting will be scheduled with your grant specialist to discuss next steps related to payments and financial reporting as described in the grant. Future reimbursements will be based on completion of your 2023 requirements.

Please forward a copy(s) of your Certificate of Insurance per the contract requirements to Cindy Palmer, Procurement Manager at Procurement@azag.gov. Additional questions may also be directed to Stephanie Parker, Grant Specialist at Stephanie.Parker@azag.gov or 602.542.3542.

On behalf of the Arizona Attorney General's Office, we appreciate the time and effort you have spent responding and submitting a proposal to this solicitation. Providing support services to our most vulnerable victims is important work and we look forward to continuing to work with your organization in the near future.

Sincerely,


Kris Mayes
Arizona Attorney General

	ATTACHMENT I OFFER AND ACCEPTANCE	State of Arizona Office of the Attorney General Procurement Section 2005 N. Central Avenue Phoenix, Arizona 85004
	AGO PROJECT NO: AG25-0025	

OFFER

TO THE STATE OF ARIZONA:

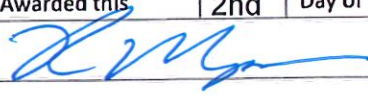
The Undersigned hereby offers and agrees to furnish the material, service or construction in compliance with all terms, conditions, specifications and amendments in the Solicitation and any written exceptions in the offer. Signature also certifies Small Business status.

Pinal County				
Company Name			Signature of Person Authorized to Sign Offer	
31 North Pinal Street			Stephen Q. Miller	
Company Address			Printed Name	
Florence	AZ	85132	Chairman of the Board of Supervisors	
City	State	Zip	Title	
BOSchair@pinal.gov			520-866-6068	
Contact Email Address			Contract Phone Number	Contact Fax Number

By signature in the Offer section above, the Offeror certifies:

- The submission of the Offer did not involve collusion or other anticompetitive practices.
- The Offeror shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246, State Executive Order 2009-9 or A.R.S. §§ 41-1461 through 1465.
- The Offeror has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer. Failure to provide a valid signature affirming the stipulations required by this clause shall result in rejection of the offer. Signing the offer with a false statement shall void the offer, any resulting contract and may be subject to legal remedies provided by law.
- The Offeror certifies that the above referenced organization ☐ IS/ ☐ IS NOT a small business with less than 100 employees or has gross revenues of \$4 million or less.

ACCEPTANCE OF OFFER

Your offer is hereby accepted:					
The Grantee is now bound to sell the materials, services or construction listed by the attached contract based upon the solicitation, including all terms, conditions, specifications, amendments, etc., and the Grantee's offer as accepted by the Office of the Attorney General.					
The Grantee is hereby cautioned not to commence any billable work or provide any material or service under this contract until the Contractor receives a purchase order, contract release document or written notice to proceed.					
This Contract shall henceforth be referred to as Contract No.:			AG25-0025-012		
The effective date of the Contract is:			July 1, 2025		
Awarded this			2nd	Day of	May, 2025
STATE OF ARIZONA OFFICE OF THE ATTORNEY GENERAL			 Kris Mayes, Attorney General		



PINAL COUNTY

WIDE OPEN OPPORTUNITY

AGENDA ITEM

6/4/2025

Board Meeting Room

REQUESTED BY:

Funds #: 257

Dept. #: 359

Dept. Name: Public Health/ME

Director: Merissa Mendoza

BRIEF DESCRIPTION OF AGENDA ITEM AND REQUESTED BOARD ACTION:

Discussion/approval/disapproval of Internship Site Agreement between The University of Arizona College of Nursing, and Pinal County Public Health Services District, through the Pinal County Board of Supervisors, to provide internship opportunities for students of The University of Arizona College of Nursing. The term of this agreement commences upon the signature of the agreement and extends until termination by either party. There is no funding or match amount for this agreement. There is no impact on 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 funding or match with this agreement.

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

The Student Internship will allow students to develop practical clinical skills gaining experience in different areas. It will build confidence and develop professional skills for future employment.

MOTION:

Approve as presented

ATTACHMENTS

[Click to download](#)

ATTACHMENTS:

	Description
	IGA UofA College of Nursing

UNIVERSITY OF ARIZONA COLLEGE OF NURSING

AFFILIATION AGREEMENT

This Affiliation Agreement (the "Agreement") made by and between **Pinal County Public Health Services District, 971 N Jason Lopez Circle, Building D, Florence, Arizona 85132**, and its professional staff as employees, agents and independent contractors, individually and collectively ("Affiliate"), and the **Arizona Board of Regents acting on behalf of The University of Arizona College of Nursing, 1305 N. Martin, Tucson, Arizona 85721-0203**, pursuant to Arizona Revised Statutes Title 15, Chapter 13, Article 2, Section 1625.B.2 ("University"), individually a "Party" and collectively the "Parties".

General Provisions

1. Purpose. The purpose of this Agreement is to establish coordinated clinical educational programs and guidelines for the education and training of health sciences students classified as either externs, interns, residents and/or fellows from the University, ("Program Participants").
2. Term and Termination. The term of this Agreement begins on the last date of authorized signature of the Parties below (the "Effective Date") and ends on the expiration of five (5) years from the Effective Date, and may be renewed and extended by mutual written agreement of the Parties, except that either Party may, at any time, with or without cause, cancel this Agreement, or any renewal and extension thereof, by providing the other Party with ninety (90) days advance notice in writing. Such termination will not become effective with respect to the Program Participants then participating in a rotation at Affiliate's facility until the Program Participants' scheduled rotation is complete, provided that Affiliate continues to have sufficient staffing and other resources to continue the program until that date.
3. Agreement Limitation. Each Party will retain complete control over such programs of its own that are outside of this Agreement. This Agreement will apply to all Affiliate's sites in the State of Arizona.
4. Scope of Training.
 - A. By signing this Agreement, the Affiliate is not obligated to accept Program Participants on a continuous basis or more than one Program Participant at any time. Scheduling of Program Participants' training rotations are subject to approval of the Affiliate and the appropriate University program director.
 - B. Activities performed by Program Participants covered by this Agreement will be within the established and written requirements of the degree, certification, or training being pursued and as required of every candidate for that degree or certification, as applicable. Activities performed by Program Participants covered by this Agreement are considered to be educational in nature, and therefore, no monetary compensation will be paid to the Program Participants by the Affiliate or the Affiliate's patients. Any salary, stipend, and/or benefits due a Program Participant will be the sole responsibility of the University.
 - C. Program Participants will not have implied, presumptive or apparent authority or independent health care responsibilities for patients and are not to be considered as ostensible agents, independent health care providers, patients' advocates, Affiliate's employees or agents, or individuals practicing in an extended role while participating in an education program pursuant to the terms of this Agreement.
 - D. Program Participants will not share in either the allocation of the duty of care responsibilities, determination of service utilization, or establishment of criteria for standard of care for Affiliate's patients which will continue under the exclusive management and direct control of the Affiliate and its medical staff.
 - E. Affiliate's patients will not be billed for services rendered either solely by the Program Participants or by Program Participants assisting the Affiliate's professional staff. Program Participants' involvement in the Affiliate's patient care activities will not result in increased costs to the patients

or third-party payors, in any over-utilization of services or procedures, or impact on the patients' quality of care, freedom of choice and informed consent, or affect competition in any manner.

- F. Nothing in the execution of this Agreement, or in its performance, will be construed to establish an employer-employee, agency, partnership or joint venture relationship between the Program Participants, individually or collectively, and the Affiliate or between the Parties to this Agreement.
 - G. The withdrawal, dismissal or removal of a Program Participant in accordance with Section 6, paragraph H of this Agreement, will not affect continuation of this Agreement or the continued training of other Program Participants.
5. Accreditation Compliance. This Agreement covers the University of Arizona College of Nursing and as such the accreditation bodies ("Accreditation Agencies") responsible for the accreditation of the academic programs within the College of Nursing are the Commission on Collegiate Nursing Education ("CCNE") for nursing programs, the Accreditation Commission for Midwifery Education ("ACME") for the midwifery program, and Council on Accreditation of Nurse Anesthesia Educational Programs ("COA") for the nurse anesthesia programs.
6. University Responsibilities.
- A. Maintain accreditation by the nationally recognized Accreditation Agencies identified in Section 5.
 - B. Provide qualified faculty and a structured educational experience to Program Participants in accordance with the accreditation standards of the applicable Accreditation Agencies identified in Section 5..
 - C. Operate and manage the College of Nursing and its associated nursing student programs in accordance with applicable accreditation guidelines and standards.
 - D. Assume overall responsibility for the clinical educational programs at the College of Nursing and evaluation of Program Participants at all clinical training sites through the appropriate College of Nursing faculty. The ultimate responsibility for the academic education of Program Participants rests with the College of Nursing. College of Nursing faculty will be responsible for communicating to the Program Participant and the clinical training site the Program Participant's learning goals and objectives.
 - E. Designate a member of the College of Nursing's faculty to arrange for supervision, provide coordination, oversight and direction of Program Participant training activities and assignments while at Affiliate.
 - F. Provide Program Participants in good standing, meaning that each Program Participant will be (1) duly certified and/or licensed pursuant to the requirements of the State of Arizona, or will be deemed exempt from such requirement by the applicable licensing board and (2) will have successfully completed the academic training necessary for participation and be in good standing within their academic program and the College of Nursing. The University agrees to promptly remove a Program Participant from the rotation at the Affiliate's site if he/she is no longer in good standing with the University.
 - G. Furnish the Affiliate with documentation, upon execution of this Agreement and separate written request, that the Program Participants have completed: (a) training in Human Blood and Body Fluid Precautions that meets Occupational Safety and Health Administration ("OSHA") Regulations; (b) immunization for Hepatitis B or a signed OSHA declination; (c) an annual skin test, chest x-ray or other appropriate health test or survey for Tuberculosis; and (d) immunization for Measles and Rubella.
 - H. Notify Program Participants of Affiliate's requirement to comply with all applicable policies, procedures, rules and regulations of Affiliate. Upon Affiliate's request, the University will remove any Program Participant from the training program covered by this Agreement for unsatisfactory performance or failure to follow Affiliate's administrative and patient care policies, procedures, rules and regulations, or any applicable laws of the State of Arizona.

- I. University agrees to provide basic Health Insurance Portability and Accountability Act ("HIPAA") Privacy and Security Rule training to its Program Participants prior to placement at Affiliate and that department records of completion of such training will be available to Affiliate upon written request. University also agrees to notify Program Participants that they are required to comply with Affiliate's HIPAA policies and procedures during their rotation at Affiliate.
- J. Affirmation of Good Standing.
 - i. University affirms that it has complied with its internal policies and that its Program Participants participating in clinical rotations are in good standing with the University.
 - ii. University also affirms that it requires its health sciences students to obtain fingerprint clearance cards as a condition of their admission or participation in clinical rotations in accordance with A.R.S. §§ 15-1649 and 15-1881 and Arizona Board of Regents Policy 6-709.
- K. Notwithstanding the foregoing, University agrees to notify Program Participants that Affiliate may require them to undergo and successfully complete additional requirements such as criminal background checks, fingerprinting, drug screens, etc., in order to receive clearance from Affiliate to participate in its programs. Any additional requirements cannot be paid for by the University.

7. Affiliate Responsibilities.

- A. Affiliate and its staff retain ultimate control and authority over all parameters of its obligations to provide safe patient care. Affiliate has ultimate decision making power over the details of care including training activities and direct supervision of Program Participants' learning experiences.
- B. All patient orders and staff instructions, methods, techniques and procedures initiated and/or performed by Program Participants will be subject to prior review, approval and counter signature by appropriate Affiliate licensed clinical personnel. Affiliate, together with its patient care staff, agrees to maintain exclusive control over Affiliate's patients' care and be the responsible party for all decisions related to such health care and treatment. Program Participants will not have independent authority.
- C. Affiliate personnel will proactively inform Affiliate's patients, customers and others concerning the training role of the Program Participants in order to prevent any mistaken impression by the patients or others.
- D. The administration of all clinical services at Affiliate's facilities will be the sole responsibility of, and under the complete and immediate direction, control and professional supervision of Affiliate's appropriate staff and authorized agents and consultants. University faculty will be responsible for communicating to the Program Participants and clinical site personnel the Program Participants' learning goals and objectives. Additionally, in conjunction with the clinical site, the faculty will select those learning experiences that are most likely to satisfy those learning goals and objectives. Acceptable schedules and training assignments for the Program Participants will be developed jointly between the Parties to ensure non-interference with Affiliate's primary mission.
- E. To carry out programs covered by this Agreement, Affiliate will assume responsibility for selecting and designating competent site personnel to serve as supervisors, liaisons, program coordinators, etc. Affiliate and its professional staff agree to provide immediate and direct supervision of all Program Participants assigned to the Affiliate and its affiliated institutions. Affiliate agrees to notify its staff of the obligations covered by and agreed to in this Agreement.
- F. Affiliate will provide Program Participants covered by this Agreement emergency medical care and treatment in a life-threatening situation while in training at Affiliate's facilities; however, if the Affiliate does not provide Emergency Room care in such facilities, Affiliate will provide for the prompt and appropriate transfer of the Program Participant to such a facility. In such case, Affiliate does not assume the associated expenses for such medical treatment, including costs of transfer and further treatment.

- G. Affiliate agrees to provide Program Participants any additional training beyond that required by Section 6, paragraph G related to Human Blood and Body Precautions, if required by Affiliate's facilities and programs.
- H. Affiliate agrees to promptly provide the University a written statement describing the reason or reasons for the removal of the Program Participant due to the Program Participant's unsatisfactory performance or failure to follow Affiliate's administrative and patient care policies, procedures, rules and regulations, or any applicable laws of the State of Arizona.
- I. Affiliate assumes sole responsibility to monitor appropriate billing practices.
- J. In accordance with accreditation guidelines of the applicable Accreditation Agencies identified in Section 5, Affiliate will comply with, at a minimum, the following:
 - i. Ensure responsibility for the control and operation of Affiliate's facilities and its programs.
 - ii. Cooperate with the University and acknowledge University's sole authority with respect to academic programs.
 - iii. Provide the clinical facilities and equipment reasonably necessary for the Program Participants' clinical training and allow reasonable use of medical libraries, classrooms and conference rooms, as mutually agreed.
- K. Affiliate will permit representatives of University and academic Accreditation Agencies to inspect its facilities, the services made available for the placement of Program Participants, Program Participant records, and other information relevant to the placement.
- L. Affiliate will, at the commencement of a Program Participant's placement, provide the Program Participant with an orientation about Affiliate's policies, procedures, standards and practices relevant to the Program Participant's placement including information regarding safety and emergency procedures. If applicable, Affiliate will also provide to Program Participants HIPAA policies and procedures that are unique to Affiliate's facilities.
- M. To the extent the Affiliate generates or maintains educational records related to participating Program Participant(s), the Affiliate agrees to comply with the Family Educational Rights and Privacy Act ("FERPA"), to the same extent as such laws and regulations apply to the University and shall limit access to only those employees or agents with a need to know. For the purposes of this Agreement, pursuant to FERPA, University hereby designates Affiliate as a school official with a legitimate educational interest in the educational records of the participating Program Participant(s) to the extent that access to the University's records is required by Affiliate to carry out the educational program.

8. Insurance.

- A. The University will maintain commercial general liability insurance coverage and professional errors and omissions liability (professional liability) coverage reasonably satisfactory for protection of assigned Program Participants as established in accordance with Arizona Revised Statutes § 41-621, et seq., (State of Arizona Self-Insured Program), or amendments thereof, or other pertinent statutes. Such insurance will be in an amount of not less than \$1,000,000 per occurrence and \$3,000,000 annual aggregate. Upon execution of this Agreement and separate written request, the University will furnish the Affiliate proof of such insurance coverage. However, provision of such proof of insurance coverage will not constitute acceptance of Affiliate's tender of defense of allegations of negligence against Program Participants to the University.
- B. Affiliate will maintain commercial general liability insurance coverage, premises liability coverage, and professional errors and omissions liability (professional liability) coverage in amounts of not less than \$1,000,000 per occurrence and \$3,000,000 annual aggregate. Upon execution of this Agreement and separate written request, the Affiliate will furnish the University of Arizona proof of such insurance coverage.

- C. Each Party will notify the other thirty (30) days prior to any discontinuance of such insurance coverage. Upon either Party's notice of the other's discontinuation of insurance coverage, the other Party will then have the right to immediate termination of the Agreement. *Proof of such insurance coverage does not designate Affiliate as an additional insured.* It is also understood and agreed that such insurance coverage is excess over any other available and collectible insurance from any other source.

9. Confidentiality/HIPAA.

- A. For purposes of HIPAA, University and Affiliate acknowledge that Program Participants are part of Affiliate's "work force," as defined in the HIPAA Privacy Regulations at 45 C.F.R. 160.103, and as such, no Business Associate agreement is required between the University and Affiliate.
- B. In keeping with all federal and state rules and regulations regarding patient confidentiality, the University will notify the Program Participants that they are responsible for maintaining the confidentiality of patient information. The University expects that Affiliate will not permit Program Participants to access, or have the right to review, any medical record, except where necessary in the regular course of the training program covered by this Agreement or in furtherance of any litigation arising out of Program Participant's affiliation. Additionally, because of the University's potential reliance upon Affiliate for information required by federal, state and/or accreditation requirements, Affiliate agrees to provide University access to such information for those purposes. The University will advise Program Participants that they are not permitted to discuss, transmit or otherwise communicate, in any form, any patient information of a personal nature, medical or otherwise, obtained by the Program Participants, except as a necessary part of the training programs covered by this Agreement. University will affirm that all Program Participants have received training required by Federal Rules and Regulations for the protection of patients' protected health information "(PHI)" and that departmental records of completion of such training will be available to Affiliate upon written request. University expects that Affiliate will provide any additional training to Program Participants as members of its work force. University agrees to notify Program Participants of such requirement and Affiliate will provide University with records of such attendance.

10. Infectious Agent / Hazardous Material Exposure. Affiliate agrees that, upon report of exposure of Program Participants to a potentially infectious agent or hazardous material (i.e. an exposure by skin, eye, mucous membrane, or parenteral contact with blood or other potentially infectious materials that may result from the participation in the clinical training activities or exposure by inhalation, skin, eye, or mucous membrane to substances defined as hazardous chemicals present in the training site such exposures may include but are not limited to needle stick, inhalation, mucus membrane or skin exposure or percutaneously to infectious agents and/or hazardous materials including blood/body fluids), Affiliate will provide an assessment of the exposure incident to determine exposure significance and the necessity for initial prophylactic treatment, if applicable. Additionally, Affiliate will ensure any required assessment and treatment will be within the time limits articulated, as set forth in the most recent protocols and guidelines of the Centers for Disease Control ("CDC") and consistent with OSHA Standards. Affiliate will immediately make available to the affected Program Participant a copy of all records of such treatment and follow up, and if and when available and applicable, results regarding the HIV, HBV and HCV status of the source, to the extent permitted by law. If Affiliate does not directly provide care consistent with the level of exposure, then the Affiliate will provide for the prompt and appropriate transfer or referral of the Program Participant to a facility that provides the appropriate emergency medical care. Finally, Affiliate will provide copies of all incident reports documenting the circumstances of the exposure to: University of Arizona Risk Management Services, P.O. Box 210300, Tucson, Arizona 85721-0300, Attn: Director of Occupational and Environmental Health and Safety. Affiliate will not be responsible for any post-exposure testing and further prophylactic drug treatment. Program Participants are responsible for costs of the initial assessment, initial prophylactic treatment, and necessary tests including labs related to the exposure.

11. Compliance. The Parties will comply with all federal, state and local laws, rules, regulations, standards and Executive orders, without limitation to those designated within this Agreement.

12. Severability. If any provision of this Agreement is held invalid or unenforceable, the remaining provisions will continue valid and enforceable to the full extent permitted by law.
13. Indemnity. To the fullest extent permitted by law, Affiliate agrees to indemnify and hold harmless the University and its agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from the activities of Program Participants carried out in furtherance of the terms of this Agreement, including alleged losses caused in part or whole by any passive or active negligent act or any omission by the Program Participants. Such obligation will not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity that would otherwise exist regarding any party or person articulated in this paragraph. Affiliate's obligation under this paragraph will not extend to any liability caused by Program Participants acting outside the course and scope of the duties required by this Agreement.
14. Non-discrimination. The Parties will comply with all applicable state and federal statutes and regulations governing Equal Employment Opportunity, Non-discrimination and Immigration. Additionally, in the course of carrying out duties pursuant to this Agreement, Affiliate agrees that, if a Program Participant makes an allegation or complaint either to Affiliate or to University that s/he has been subjected to unlawful discrimination by Affiliate, Affiliate agrees to cooperate with University to investigate and resolve such allegations or complaints.
15. State Obligation. The Parties recognize that the performance by the Arizona Board of Regents for and on behalf of the University of Arizona may be dependent upon the appropriation of funds by the legislature of the State of Arizona. If the legislature fails to appropriate the necessary funds or if the University's appropriation is reduced during the term of this Agreement, the Arizona Board of Regents may reduce the scope of the University's involvement in this Agreement, if appropriate, or cancel this Agreement without further duty or obligation by delivering written notice to the Affiliate as soon as reasonably possible after the unavailability of such funds comes to the Board's attention.
16. Conflict of Interest. This Agreement may be canceled pursuant to Arizona Revised Statutes § 38-511 as amended, without penalty or further obligation, if any person significantly involved in initiating, negotiating, creating, drafting, or obtaining this Agreement on behalf of the Arizona Board of Regents is at any time while this Agreement or any renewal and extension of this Agreement is in effect, an employee or agent of the Affiliate in any capacity or a consultant to the Affiliate with respect to the subject matter of this Agreement. Cancellation will be effective when written notice is received, unless the notice specifies a later time.
17. Arbitration. The Parties acknowledge that disputes arising from this Agreement may be subject to arbitration in accordance with applicable law and court rules.
18. Assignment. Neither Party may assign any rights or obligations under this Agreement without written notice provided to the other Party.
19. Notices. Service of all notices under this Agreement will be sufficient if mailed to that Party's address set forth herein, by overnight courier service or by certified or registered mail, return prepaid, addressed to the Party as follows:

Affiliate: Pinal County Public Health Services District
 971 N. Jason Lopez Circle
 Building D
 Florence, Arizona 85132

University: UAHS Contracts
 1670 E. Drachman Street, 9th Floor
 PO Box 210216
 Tucson, Arizona 85721-0216

Notices given in the manner described above will be deemed received by the addressee on the third business day after the date of mailing.

20. Additional Features. Each Party reserves the right to request that additional features be included in the programs covered by this Agreement that a Party deems necessary, provided that such additional features are consistent with the policies of both Parties. Both Parties hereby agree to give reasonable consideration to all requests, but no additional feature will be added until mutually approved in writing, by authorized signatories for both Parties. In addition, and as a matter of record, both Parties agree that all understandings, interpretations, decisions and acts arising or resulting from, or in the performance of, this Agreement will be construed, governed and settled on the basis of the provisions of this integrated Agreement.
21. Governing Law. The laws of the State of Arizona govern this Agreement, without effect to its conflict of law rules.
22. Entire Agreement. This document constitutes the entire agreement between the Parties. This Agreement may not be modified, amended, altered, or extended except through a written amendment signed by the authorized signatories for each Party.
23. Supersedes. This Agreement, upon its execution, will supersede the previous agreement between the Parties (effective as of January 01, 2011).

The persons executing this Agreement represent and certify that they have the full power and authority to enter into this Agreement on behalf of the entities for which they are signing.

IN WITNESS HEREOF, the Parties hereto have executed this Agreement by properly authorized persons.

APPROVAL:
**PINAL COUNTY PUBLIC HEALTH SERVICES
 DISTRICT**

APPROVAL:
**ARIZONA BOARD OF REGENTS on behalf
 of THE UNIVERSITY OF ARIZONA**

By: _____
 Name: Stephen Q. Miller
 Title: Chairman Board of Supervisors

By: _____
 Name: Elisha Johnson, JD
 Title: Senior Director, Clinical Trials & Contracting

Date : _____

Date: _____



PINAL COUNTY

WIDE OPEN OPPORTUNITY

AGENDA ITEM

6/4/2025

Board Meeting Room

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:

ATTACHMENTS

[Click to download](#)



PINAL COUNTY

WIDE OPEN OPPORTUNITY

AGENDA ITEM

6/4/2025

Board Meeting Room

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:

ATTACHMENTS

[Click to download](#)

ATTACHMENTS:

	Description
	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, June 4, 2025 at 9:30 AM** in the Board Hearing Room, 1891 Historic Courthouse, Administrative Complex, located at 135 N. Pinal Street, Florence, Arizona 85132. The public will have physical access to the meeting room at 9:15 AM.

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

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

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

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

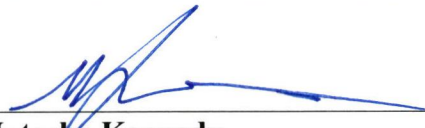
Note: One or more members of the Board may participate in this meeting by telephonic conference call.

I hereby further certify that I caused to be posted this Friday, May 30, 2025, around 11:00 AM the Regular Agenda, Public Health Services District Agenda, and Executive Session as follows:

1. A kiosk located outside the front entrance to The Old Historical Courthouse, Administrative Complex Building, 135 North Pinal Street, Florence, Arizona 85132
2. County Website under 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 30th day of May, 2025.




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