



BOARD OF SUPERVISORS AGENDA ITEM REPORT  
AWARDS / CONTRACTS / GRANTS

Award  Contract  Grant

Requested Board Meeting Date: November 19, 2024

or Procurement Director Award:

\* = Mandatory, information must be provided

**\*Contractor/Vendor Name/Grantor (DBA):**

Arizona Department of Health Services (ADHS)

**\*Project Title/Description:**

American Rescue Plan

**\*Purpose:**

The program aims to provide domestic violence victims/survivors and their children with access to COVID-19 testing, vaccines, primary health care, and social support services. To effectively reach all areas of Arizona, the Arizona Department of Health Services (ADHS) is employing a regional strategy, designating one Subrecipient to coordinate services for all domestic violence shelters and programs in each region.

**\*Procurement Method:**

This grant contract is a non-Procurement contract and not subject to Procurement rules. The grant contract was reviewed and signed by PCAO.

**\*Program Goals/Predicted Outcomes:**

The American Family Violence Prevention Services (FVPSA) American Rescue Plan supplemental grants offer flexibility to address various needs of survivors and the programs that serve them. These needs include shelter through temporary refuge, hotel/motel vouchers, and rental assistance; COVID-19 mitigation with supplies, Personal Protective Equipment (PPE), and testing/vaccines; and accessibility services through minor renovations and improvements. Grants also support outreach and education materials such as websites, social media, and toolkits; workforce expansion; and a range of supportive services like health care, behavioral health, childcare, and transportation assistance. Culturally specific services are provided through bilingual advocates, multilingual websites and materials, and language access plans. Mobile advocacy services, including vehicles, visiting nurses, social workers, and mobile health units, are funded alongside virtual services such as teletherapy, support groups, and digital hotlines.

Of the budgeted \$2,655,000.00, \$2,150,584.00 will be subgranted to Emerge. Emerge will, in turn, grant \$300,000 to Casa de los Ninos, \$40,551 to CODAC, and \$38,495 to Survivor Shield. In addition, \$66,591 will be for the Pima County Attorney's Office. The remaining \$437,825 will cover the expenses of the Health Department. An indirect cost of 10% is included for eligible costs in the amount for the Health Department (see Price Sheet on page 30 for detail). This grant award was procured prior to 10/01/2024 and is retroactive to 07/01/2024. 15% indirect was not negotiable.

**\*Public Benefit:**

Pima County will be equipped to expand services and strategies to mitigate the spread of COVID-19 and support families experiencing domestic violence. The intended outcomes include safe and voluntary access to COVID-19 testing, vaccines, and mobile health services; increased use of mobile health units and advocacy services; reduced burden on domestic violence programs lacking COVID-19 mitigation resources; and expanded access to health and behavioral health support for survivors and their children. The program also aims to foster meaningful partnerships between domestic violence programs and healthcare providers, while offering temporary housing and mobile advocacy services to survivors.

**\*Metrics Available to Measure Performance:**

- Participation in evaluation activities: number of surveys, interviews, and questionnaires completed as part of data collection.
- Approval for educational materials: number of PSAs and educational materials developed with prior ADHS approval.
- Participation in Statewide media/marketing efforts: number of statewide media or marketing initiatives participated in.
- Linkages to Care workgroup participation: number of Linkages to Care workgroup meetings attended.

**\*Retroactive:**

Yes. The final IGA was received on October 28, 2024 from ADHS for services to be provided beginning July 1, 2024. If not accepted, Pima County will not have access to a significant amount of money to help address the needs of victims of domestic violence.

60411  
11/14/24

THE APPLICABLE SECTION(S) BELOW MUST BE COMPLETED

Click or tap the boxes to enter text. If not applicable, indicate "N/A". Make sure to complete mandatory (\*) fields

Contract / Award Information

Document Type: \_\_\_\_\_ Department Code: \_\_\_\_\_ Contract Number (i.e., 15-123): \_\_\_\_\_
Commencement Date: \_\_\_\_\_ Termination Date: \_\_\_\_\_ Prior Contract Number (Synergen/CMS): \_\_\_\_\_
Expense Amount \$ \_\_\_\_\_ \* Revenue Amount: \$ \_\_\_\_\_

\*Funding Source(s) required: \_\_\_\_\_

Funding from General Fund? Yes No If Yes \$ \_\_\_\_\_ % \_\_\_\_\_

Contract is fully or partially funded with Federal Funds? Yes No

If Yes, is the Contract to a vendor or subrecipient? \_\_\_\_\_

Were insurance or indemnity clauses modified? Yes No

If Yes, attach Risk's approval.

Vendor is using a Social Security Number? Yes No

If Yes, attach the required form per Administrative Procedure 22-10.

Amendment / Revised Award Information

Document Type: \_\_\_\_\_ Department Code: \_\_\_\_\_ Contract Number (i.e., 15-123): \_\_\_\_\_
Amendment No.: \_\_\_\_\_ AMS Version No.: \_\_\_\_\_
Commencement Date: \_\_\_\_\_ New Termination Date: \_\_\_\_\_
Prior Contract No. (Synergen/CMS): \_\_\_\_\_
Expense Revenue Increase Decrease
Amount This Amendment: \$ \_\_\_\_\_

Is there revenue included? Yes No If Yes \$ \_\_\_\_\_

\*Funding Source(s) required: \_\_\_\_\_

Funding from General Fund? Yes No If Yes \$ \_\_\_\_\_ % \_\_\_\_\_

Grant/Amendment Information (for grants acceptance and awards)

Award Amendment

Document Type: Grant Department Code: HD Grant Number (i.e., 15-123): 79202
Commencement Date: 07/01/2024 Termination Date: 12/30/2025 Amendment Number: 00
Match Amount: \$ \_\_\_\_\_ Revenue Amount: \$ 2,655,000.00

\*All Funding Source(s) required: American Rescue Plan Act of 2021, Department of Health & Human Services via ADHS

\*Match funding from General Fund? Yes No If Yes \$ \_\_\_\_\_ % \_\_\_\_\_

\*Match funding from other sources? Yes No If Yes \$ \_\_\_\_\_ % \_\_\_\_\_

\*Funding Source: \_\_\_\_\_

\*If Federal funds are received, is funding coming directly from the Federal government or passed through other organization(s)?
Passed through Arizona Department of Health Services. CTR073653

Contact: Sharon Grant

Department: Health

Telephone: 724-7842

Department Director Signature: [Signature] Date: 10-28-24

Deputy County Administrator Signature: [Signature] Date: 4 Nov 2024

County Administrator Signature: [Signature] Date: 11/4/2024



# INTERGOVERNMENTAL AGREEMENT (IGA)

**Contract No. CTR073653**  
**Revised October 28, 2024**

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

Procurement Officer  
**Stacy Buske**

**Project Title: AMERICAN RESCUE PLAN**

**Begin Date: July 1, 2024**


**Geographic Service Area: PIMA COUNTY**


**Termination Date: December 30, 2025**

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

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

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

<p>Arizona Transaction (Sales) Privilege: _____</p> <p>Federal Employer Identification No.: _____</p> <p>Tax License No.: _____</p> <p>Contractor Name: <b>Pima County</b></p> <p>Address: <b>130 W Congress, 3<sup>rd</sup> Fl; Tucson, AZ 85701</b></p>	<p><b>FOR CLARIFICATION, CONTACT:</b></p> <p>Name: <b>Brian Eller, Division Manager</b></p> <p>Phone: <b>(520) 272-8566</b></p> <p>FAX No: _____</p> <p>E-mail: <b>Brian.eller@pima.gov</b></p>
<p><b>CONTRACTOR SIGNATURE:</b> The Contractor agrees to perform all the services set forth in the Agreement and Work Statement.</p> <p>Signature of Person Authorized to Sign _____ Date _____</p> <p>Print Name and Title _____</p>	<p><b>This Contract shall henceforth be referred to as <u>Contract No. CTR073653</u></b> 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><b>State of Arizona</b></p> <p>Signed this _____ day of _____, 2024</p> <p>_____ <b>Procurement Officer</b></p>
<p><b>CONTRACTOR ATTORNEY SIGNATURE:</b> 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> 10/28/24</p> <p>Signature of Person Authorized to Sign _____ Date _____</p> <p><b>Jonathan Pinkney</b> <i>Dep. City Atty.</i></p> <p>Print Name and Title _____</p>	<p><b><u>Contract No. CTR073653</u></b>, 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><b>The Attorney General, BY:</b></p> <p>Signature _____ Date _____</p> <p>Assistant Attorney General:</p>

REVIEWED BY: 

Appointing Authority or Designee  
Pima County Health Department

Revised 5.16.24

<b>CONTRACT NUMBER</b>	<b>INTERGOVERNMENTAL AGREEMENT TERMS AND CONDITIONS</b>
<b>CTR073653</b>	

**1. Definition of Terms**

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

- 1.1. "AI" means the science and engineering of making machines capable of performing tasks that are typically associated with human intelligence, such as learning and problem-solving, and includes without limitation: AI systems, classic AI, external AI, generative AI, and large language model (LLM) AI.
- 1.2. "Attachment" means any item in the Contract which requires the Contractor to submit as part of the Offer.
- 1.3. "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.
- 1.4. "Contract Amendment" means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.
- 1.5. "Contractor" means any person who has a Contract with the State.
- 1.6. "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.
- 1.7. "Days" means calendar days unless otherwise specified.
- 1.8. "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.
- 1.9. "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.
- 1.10. "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.
- 1.11. "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.
- 1.12. "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.
- 1.13. "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.
- 1.14. "State Fiscal Year" means the period beginning with July 1 and ending June 30.
- 1.15. "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.
- 1.16. "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.

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**2. Contract Type**

2.1. This Contract shall be:

Cost Reimbursement

**3. Funding Type**

3.1. This Contract shall be funded utilizing:

Federal Funds

**4. Contract Interpretation**

- 4.1. 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.
- 4.2. 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.
- 4.3. 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:
  - 4.3.1. Terms and Conditions.
  - 4.3.2. Statement or Scope of Work.
  - 4.3.3. Specifications.
  - 4.3.4. Attachments.
  - 4.3.5. Exhibits.
  - 4.3.6. 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.
- 4.4. 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.
- 4.5. 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.
- 4.6. No Parol Evidence. This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.
- 4.7. 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.

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**5. Contract Administration and Operation**

- 5.1. 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.
  - 5.1.1 The term is July 1, 2024 – December 30, 2025. Programmatic activities will end September 30, 2025. The final three months of the term are for the purposes of closeout activities such as invoice completion, not for services delivery.
- 5.2. 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 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.
  - 5.2.1 If allowed by a federal period of performance extension.
- 5.3. 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.
- 5.4. 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.
- 5.5. 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.
- 5.6. 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.
- 5.7. Financial Management. For all contracts, the practices, procedures, and standards specified in and required by the Accounting and Auditing Procedures Manual for the ADHS funded programs shall be used by the Contractor in the management of Contract funds and by the State when performing a Contract audit. Funds collected by the Contractor in the form of fees, donations and/or charges for the delivery of these Contract services shall be accounted for in a separate fund.
  - 5.7.1. Federal Funding. Contractors receiving federal funds under this Contract shall comply with the certified finance and compliance audit provision of the Office of Management and Budget (OMB) Uniform Administrative Requirements, Cost Principals, and Audit Requirements for Federal Awards (2 CFR 200) if applicable. The federal financial assistance information shall be stated in a Change Order or Purchase Order.
  - 5.7.2. State Funding. Contractors receiving state funds under this Contract shall comply with the certified compliance provisions of A.R.S. § 35-181.03.
- 5.8. Facilities Inspection and Materials Testing. The Contractor agrees to permit access to its facilities,

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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.

- 5.9. 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 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.
- 5.10. 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 ADHS. ADHS shall approve brochures, posters, public service announcements, paid media, videos, sponsorships, and other marketing materials paid with funds from this Contract prior to the development and use; including use of ADHS Logo.
- 5.11. 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.
- 5.12. Other Contractors. State may undertake on its own or award other contracts to the same or other suppliers for additional or related work. In such cases, the Contractor shall cooperate fully with State employees and such other suppliers and carefully coordinate, fit, connect, accommodate, adjust, or sequence its work to the related work by others. Where the Contract requires handing-off Contractor's work to others, Contractor shall cooperate as State instructs regarding the necessary transfer of its work product, Materials, Services, or records to State or the other suppliers. Contractor shall not commit or permit any act that interferes with the State's or other suppliers' performance of their work, provided that, State shall enforce the foregoing section equitably among all its suppliers so as not impose an unreasonable burden on any of them.
- 5.13. Ownership of Intellectual Property:
  - 5.13.1. 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.
  - 5.13.2. "Government Purpose Rights" are:
    - 5.13.2.1. 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.
    - 5.13.2.2. The right to release or disclose that work product to third parties for any State government purpose.
    - 5.13.2.3. 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

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government purpose; such recipients being understood to include the federal government, the governments of other states, and various local governments.

- 5.13.3. "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.
- 5.13.4. 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.
- 5.13.5. 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 5.13.1 above, and will remain the exclusive property of Contractor, provided that:
  - 5.13.5.1. any derivative works of such pre-existing Materials or elements thereof that are created pursuant to the Contract are part of that work product.
  - 5.13.5.2. 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.
  - 5.13.5.3. 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.
- 5.13.6. 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.
- 5.14. Property of the State. If there are any materials that are not covered by Section 5.13 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.
- 5.15. Equipment. Except as provided above or otherwise agreed to by the parties, the title to any and all equipment acquired through the expenditure of funds received from the State shall remain the property of the State by and through the ADHS and, as such, shall remain under the sole direction, management and control of the ADHS. When this Grant is terminated, the disposition of all such property shall be determined by the ADHS. For Fixed Price contracts, when the Grantee provides the services/materials required by the Grant, any and all equipment purchased by the Grantee remains the property of the Grantee. All purchases of equipment need to be reported to the ADHS Office of Inventory Control.
- 5.16. 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.
- 5.17. 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.



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- 5.18. 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.

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- 5.19. Protection of State Cybersecurity Interests. The Contractor shall comply with State Executive Order No. 2023-10, 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.
- 5.20. Artificial Intelligence (AI) Prohibitions. Consistent with State policy, if Contractor supplies AI Services or Materials (either directly or through Subcontractors or the sale of licenses), such as research, development, training, implementation, deployment, maintenance, provision, or sale of AI systems, then Contractor is prohibited from using State of Arizona Materials or Data in generative AI queries or for building or training proprietary generative AI programs unless explicitly approved in advance by the State in writing.
  - 5.20.1. Contractor shall also disclose the utilization of generative AI before producing works owned by the State and/or integrating generative AI into Materials or Services used by the State.
  - 5.20.2. Contractor shall perform due diligence to ensure proper licensure of model training data for all generative AI services throughout the life of the Contract.
- 5.21. Certifications Required by State Law:
  - 5.21.1. 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.
  - 5.21.2. Contractor further certifies that it shall comply with A.R.S. § 35-394, regarding use of the forced labor of ethnic Uyghurs, as applicable.
- 5.22. Protection of State Cybersecurity Interests. The Contractor shall comply with State Executive Order No. 2023-10, 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.

**6. Costs and Payments**

- 6.1. 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.
- 6.2. Recoupment of Contract Payments.
  - 6.2.1. Unearned Advanced Funds. Any unearned State funds that have been advanced to the Contractor and remain in its possession at the end of each budget term, or at the time of termination of the Contract, shall be refunded to the ADHS within forty-five (45) days of the end of a budget term or of the time of termination.
  - 6.2.2. Contracted Services. In a fixed price contract, if the number of services provided is less than the number of services for which the Contractor received compensation, funds to be returned to the ADHS shall be determined by the Contract price. Where the price is determined by cost per unit of service or material, the funds to be returned shall be determined by multiplying the unit of service cost by the number of services the Contractor did not provide during the Contract term. Where the price for a deliverable is fixed, but the deliverable has not been completed, the Contractor shall be paid a pro rata portion of the completed deliverable. In a cost reimbursement contract, the ADHS shall pay for any costs that the Contractor can document as having been paid by the Contractor and approved by ADHS. In addition, the Contractor will be paid its reasonable actual costs for work in progress as determined by Generally Accepted Accounting Procedures up to the date of contract termination.

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- 6.2.3. Refunds. Within forty-five (45) days after the end of each budget term or of the time of termination of the Contract, the Contractor shall refund the greater of: i) the amount refundable in accordance with paragraph 6.2.1, Unearned Advanced Funds; or ii) the amount refundable in accordance with paragraph 6.2.2, Contracted Services.
- 6.2.4. Unacceptable Expenditures. The Contractor agrees to reimburse the ADHS for all Contract funds expended, which are determined by the ADHS not to have been disbursed by the Contractor in accordance with the terms of this Contract. The Contractor shall reimburse ADHS within 45 days of the determination of unacceptability.
- 6.3. 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.
- 6.4. Firm, Fixed Price. Unless stated otherwise in the Special Terms and Conditions of the Contract, all prices shall be firm-fixed-prices.
- 6.5. Applicable Taxes:
  - 6.5.1. Payment of Taxes. The Contractor shall be responsible for paying all applicable taxes.
  - 6.5.2. 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.
  - 6.5.3. 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.
  - 6.5.4. 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.
- 6.6. 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.
- 6.7. 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:
  - 6.7.1. Accept a decrease in price offered by the Contractor.
  - 6.7.2. Cancel the Contract.
  - 6.7.3. Cancel the Contract and re-solicit the requirements.

**7. Contract Changes**

- 7.1. 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

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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.

- 7.2. 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.
- 7.3. 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.

**8. Risk and Liability**

8.1. 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.

8.2. Indemnification:

8.2.1. 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.

8.2.2. 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.

8.3. 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

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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.

8.4. Force Majeure:

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

8.4.2. Force Majeure shall not include the following occurrences:

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

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

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

8.4.3. 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.

8.4.4. 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.

8.5. 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.

**9. Warranties**

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

9.2. 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:

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

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- 9.2.2. Fit for the intended purposes for which the Materials are used.
- 9.2.3. Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units.
- 9.2.4. Adequately contained, packaged, and marked as the Contract may require.
- 9.2.5. Conform to the written promises or affirmations of fact made by the Contractor.
- 9.3. Conformity to Requirements:
  - 9.3.1. 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:
    - 9.3.1.1. 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.
    - 9.3.1.2. Be free from defects of material and workmanship.
    - 9.3.1.3. Conform to or perform in a manner consistent with current industry standards.
    - 9.3.1.4. Be fit for the intended purpose or use described in the Contract.
  - 9.3.2. 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.
- 9.4. 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.
- 9.5. 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.
- 9.6. 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.
- 9.7. 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.
- 9.8. 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.

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- 9.9. 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 7.3. [Assignment and Delegation] that expressly recognizes the event.
- 9.10. Performance in Public Health Emergency. Contractor warrants that it will:
- 9.10.1. 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:
- 9.10.1.1. Identification of response personnel by name.
- 9.10.1.2. Key succession and performance responses in the event of sudden and significant decrease in workforce.
- 9.10.1.3. Alternative avenues to keep sufficient product on hand or in the supply chain.
- 9.10.2. 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 8.4 [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.
- 9.10.3. A request from the State related to this paragraph 9.10.2 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.
- 9.10.4. Failure to have or implement an appropriate plan will be a material breach of contract.
- 9.11. Lobbying:
- 9.11.1. 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.
- 9.11.2. Exception. This paragraph 9.11.1 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.
- 9.12. 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.
- 9.13. 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

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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.

- 9.14. 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.
- 9.15. Survival of Rights and Obligations after Contract Expiration or Termination:
- 9.15.1. Survival of Warranty. All representations and warranties made by Contractor under the Contract will survive the expiration or earlier termination of the Contract,
- 9.15.2. 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.
- 9.15.3. 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.

**10. State's Contractual Remedies**

- 10.1. 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.
- 10.2. Stop Work Order:
- 10.2.1. 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.
- 10.2.2. 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.
- 10.3. Non-exclusive Remedies. The rights and the remedies of the State under this Contract are not exclusive;
- 10.4. 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



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available to it.

- 10.5. 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.

**11. Contract Termination**

- 11.1. 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.
- 11.2. 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.
- 11.3. 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.
- 11.4. 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.
- 11.5. Termination for Default:
- 11.5.1. 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.
- 11.5.2. 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.
- 11.5.3. The State may, upon termination of this Contract, procure, on terms and in the manner that it

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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.

11.6. Continuation of Performance Through Termination. The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

**12. 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.

**13. 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).

**14. Communication**

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

14.2. 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.

**15. 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.

**16. 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.

**17. 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.

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

18.1. The Contractor warrants that it is familiar with the requirements of HIPAA, as amended by the Health

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Information Technology for Economic and Clinical Health Act (HITECH Act) of 2009, and accompanying regulations and will comply with all applicable HIPAA requirements in the course of this Contract. Contractor warrants that it will cooperate with the Arizona Department of Health Services (ADHS) in the course of performance of the Contract so that both ADHS and Contractor will be in compliance with HIPAA, including cooperation and coordination with the Arizona Department of Administration-Arizona Strategic Enterprise Technology (ADOA-ASET) Office, the ADOA-ASET Arizona State Chief Information Security Officer and HIPAA Coordinator and other compliance officials required by HIPAA and its regulations. Contractor will sign any documents that are reasonably necessary to keep ADHS and Contractor in compliance with HIPAA, including, but not limited to, business associate agreements.

- 18.2. 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.

**19. Fraud, Waste, or Abuse**

- 19.1. 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.
- 19.2. 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.
- 19.3. 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:
- 19.3.1. ADHS Ethics Action Hotline at (602) 542-2347.
  - 19.3.2. ADHS Ethics Action Email at [reportethics@azdhs.gov](mailto:reportethics@azdhs.gov).
  - 19.3.3. General Accounting Office (GAO) Fraud Reporting Email at [reportfraud@azdoa.gov](mailto:reportfraud@azdoa.gov) to report Fraud, Waste, or Abuse incidents.

**20. 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 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.

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**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.

**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**

**22. 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.

**23. 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.fsr.gov/>**

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

**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.

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 (if applicable)**

25.1. 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.

25.2. 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.

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

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- 25.4. 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.
- 25.5. 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.
- 25.6. Grantee understands that financial reports are required as an accounting of expenditures for either reimbursement or ADHS-approved advance payments.
- 25.7. 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.
- 25.8. All goods and services must be received or have reasonable expectations thereof and placed in service by Grantee by the expiration of this award.
- 25.9. 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.
- 25.10. Grantee agrees to remit all unexpended grant funds to the ADHS within thirty (30) days of written request from the ADHS.
- 25.11. 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.
- 25.12. Grantee agrees not to use grant funds for food and/or beverage unless explicitly approved in writing by the ADHS.
- 25.13. 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.
- 25.14. No funds shall be used to supplant federal, state, county or local funds that would otherwise be made available for such purposes. Supplanting means the deliberate reduction of state or local funds because of the existence of any grant funds.
- 25.15. Grantee agrees that grant funds are not to be expended for any indirect costs that may be incurred by

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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.

- 25.16. 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/>.
- 25.17. 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.
- 25.18. Grantee agrees not to do business with any individual, agency, company or corporation listed in the Excluded Parties Listing Service.
- 25.18.1. **Link:** *System for Award Management* <https://sam.gov/content/home>.
- 25.19. 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.
- 25.20. 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.
- 25.21. 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.
- 25.22. 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 18<sup>th</sup> Avenue, Suite 530, Phoenix, Arizona 85007.

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**1. Background/Project Overview**

The American Rescue Plan Act of 2021 (ARP) provides funding to the Secretary of Health and Human Services (HHS) to detect, diagnose, trace, monitor, and mitigate SARS-CoV-2 and COVID-19 infections, along with related strategies to curb their spread. This supplemental funding initiative aligns with the Family Violence Prevention and Services Act (FVPSA), specifically defining supportive services (45 CFR § 1370.2) and encompassing medical advocacy and other specified services (42 U.S.C. 10408(b)(1)(A)-(H)). Arizona Department of Health Services (ADHS) receives FVPSA ARP COVID-19 Mobile Unit funds to provide COVID-19 mitigation services and facilitate access to mobile health care for domestic violence (DV) survivors and their families in Arizona. ADHS is partnering with County Health Departments to provide these services to local communities and service providers.

**2. Objective**

The purpose of this agreement is to administer a grant assistance program utilizing FVPSA, and American Rescue Plan Funding to support DV survivors across the State by providing financial assistance for essential needs to mitigate housing instability and exposure to COVID-19, facilitating access to employment opportunities by covering costs associated with obtaining and maintaining employment, ensuring access to necessary services and resources that support survivor safety and well-being, and improving access to healthcare and counseling services for survivors to support their overall health. With resources awarded through the Office of Administration for Children & Families (ACF) and FVPSA, Arizona shall be well-equipped to expand services and strategies to mitigate the spread of COVID-19 and provide resources to families experiencing DV.

2.1. Intended outcomes of the COVID-19 Testing, Vaccines, and Mobile Health Units Funding are:

- 2.1.1. Safe voluntary access to COVID-19 testing, vaccines, and mobile health services.
- 2.1.2. Increased usage of mobile health units and mobile advocacy services for survivors.
- 2.1.3. Reduced burden for DV programs that do not have resources and staff to support COVID-19 mitigation.
- 2.1.4. Increased access to health and behavioral health support for survivors and children.
- 2.1.5. Meaningful partnerships between DV programs and health care providers.
- 2.1.6. Temporary housing/rental assistance for survivors and mobile advocacy services.

**3. Scope of Service**

Pima County Health Department (PCHD) shall contract with multiple entities to provide comprehensive services to adults and youth who have experienced DV. These entities include: Emerge, CODAC, Casa de los Ninos, and Survivor Shield (see below for a full breakdown of services provided by each organization).

- 3.1. PCHD shall coordinate meetings, report on activities, and enhance accessibility services for DV survivors, including:
  - 3.1.1. Immunizations.
  - 3.1.2. Counseling, and supportive resources.
  - 3.1.3. Emergency shelter vouchers.
  - 3.1.4. High-efficiency particulate absorbing (HEPA) filters.
  - 3.1.5. Transportation passes.

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- 3.1.6. Phones.
- 3.1.7. Testing kits.
- 3.1.8. Rental assistance.
- 3.1.9. Utilities.
- 3.1.10. Food boxes.
- 3.1.11. Care kits shall be provided. Care kits shall contain:
  - 3.1.11.1. COVID testing supplies.
  - 3.1.11.2. Personal hygiene items.
  - 3.1.11.3. Household cleaning products.
  - 3.1.11.4. Age-appropriate books.
  - 3.1.11.5. Mental health promotional items to foster resilience among those affected by DV.

3.2. In each of the outcome areas listed above, PCHD shall provide:

- 3.2.1. Safe voluntary access to COVID-19 testing, vaccines, and mobile health services.
  - 3.2.1.1. PCHD shall support staff working part-time, equivalent to one and a half full-time positions, to provide COVID-19 testing kits, vaccines, and referrals for clinical and community-based services to clients who have experienced domestic violence in the following programs: Healthy Families, Health Start, HIV Case Management, and Senior Services that work with elderly adults. PCHD shall partner with the Pima County communications office as well as the Pima County Attorney's Office (PCAO) on a communications campaign to promote COVID-19 vaccinations and testing among families experiencing DV.
- 3.2.2. Increased usage of mobile health units and mobile advocacy services for survivors.
  - 3.2.2.1. PCHD shall train nursing and mobile health unit staff on how best to work with families experiencing DV. Currently, PCHD has mobile units that are deployed throughout the community in multiple locations for education and vaccination about COVID-19. This funding shall support training for PCHD employees on support services for survivors of DV.
- 3.2.3. Reduced burden for DV programs that do not have resources and staff to support COVID-19 mitigation.
  - 3.2.3.1. PCHD shall commit one full-time position for a Community Health Worker (CHW) to liaise with DV organization staff to promote COVID-19 vaccines, testing, and mitigation strategies. This CHW shall build relationships between PCHD and organizations serving families experiencing DV and increase their awareness and access to education about COVID-19 as well as vaccination.
  - 3.2.3.2. PCHD shall support organizations in their response to the COVID-19 pandemic by providing:
  - 3.2.3.3. Funding for health insurance for staff serving families experiencing DV.



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- 3.2.3.4. Managed IT services to support COVID-19 telehealth services.
- 3.2.3.5. Janitorial services to mitigate the spread of COVID-19 in organizations providing services to families experiencing DV.
- 3.2.3.6. Supplies for volunteer crisis advocates to provide to families (clothing, food, diapers, PPE, blankets, water).
- 3.2.3.7. Staff bonuses to promote employee retention to ensure continued services to survivors of DV.
- 3.2.4. Increased access to health and behavioral health support for survivors and children.
  - 3.2.4.1. PCHD shall support families experiencing DV through funding DV community partners to provide:
    - 3.2.4.1.1. Trauma therapy services.
    - 3.2.4.1.2. Support group activities/ supplies/ staff time.
    - 3.2.4.1.3. Food and supplies (clothing, shoes, hygiene items) for families seeking crisis support.
    - 3.2.4.1.4. Emergency financial assistance.
    - 3.2.4.1.5. Childcare assistance.
    - 3.2.4.1.6. Transportation assistance.
    - 3.2.4.1.7. Basic healthcare needs, including prescription drug costs, ensuring that survivors receive the medical care necessary for their physical and mental health.
  - 3.2.4.2. PCHD shall support organizations providing health and behavioral health services to survivors of DV and children by providing:
    - 3.2.4.2.1. Support for existing DV prevention campaigns.
    - 3.2.4.2.2. Interpretation services to serve families with limited English proficiency.
    - 3.2.4.2.3. Professional development for staff providing trauma-informed services.
- 3.2.5. Meaningful partnerships between DV programs and health care providers.
  - 3.2.5.1. PCHD shall commit one full-time position for a Community Health Worker (CHW) to liaise with DV organization staff to promote COVID-19 vaccines, testing, and mitigation strategies. This CHW shall build relationships between PCHD and organizations serving families experiencing DV and increase their awareness and access to education about COVID-19 as well as vaccination.
- 3.2.6. Temporary housing/rental assistance for survivors and mobile advocacy services.
  - 3.2.6.1. PCHD shall work with partner organizations to provide:
    - 3.2.6.1.1. Shelter.

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3.2.6.1.2. Rental assistance.

3.2.6.1.3. Hotel vouchers to provide emergency housing to families experiencing DV.

**4. Funding Restrictions**

The County shall:

- 4.1. Use funds for the intended purpose of providing emergency shelter, crisis counseling, supportive services to victims of sexual assault, and their dependents.
- 4.2. These funds cannot be used for:
  - 4.2.1. Lobbying activities or to influence legislation.
  - 4.2.2. Inherently religious activities or to promote religious views.
  - 4.2.3. Construction, purchase of real estate, or major renovations.
- 4.3. Maintain the confidentiality of records pertaining to individuals receiving services.
- 4.4. Provide services without discrimination based on race, color, national origin, religion, sex, age, or disability.
- 4.5. Comply with all federal reporting requirements, including financial and programmatic reports.
- 4.6. Maintain proper financial management systems and comply with federal financial management standards.

**5. Requirements**

The County shall:

- 5.1. Subcontracts with the entities described above for the purposes outlined below.
  - 5.1.1. Emerge Center Against Domestic Abuse (ECADA).
  - 5.1.2. Community Organization for Drug Abuse Control (CODAC).
  - 5.1.3. Casa de los Ninos.
  - 5.1.4. Survivor Shield.
- 5.2. Provide services and goods as described in the sections below.
- 5.3. Provide detailed tracking, as outlined in Section Six (6), Tasks for of all funds spent internally and by subcontractors.
- 5.4. Prepare and submit annual budget(s) and work/ action plan(s).

**6. Tasks**

The County shall:

- 6.1. Coordinate meetings with the partners and subcontractors listed in Section Five (5), 5.1.
- 6.2. Report to ADHS on activities and progress.

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- 6.3. Monitor reported activities and collect reportable information from all subcontractors.
- 6.4. Increase accessibility services for residents who have experienced DV by providing:
  - 6.4.1. Immunizations.
  - 6.4.2. Communications campaign materials and media.
  - 6.4.3. Linkages to care.
  - 6.4.4. Mobile services for nursing.
  - 6.4.5. Training for Pima County Staff on DV screening.
- 6.5. Provide care kits to include tests, personal hygiene items, household cleaning items, age-appropriate youth/adult books to build protective factors, and mental health promotional items to build resiliency for clients involved in the following programs who have experienced DV:
  - 6.5.1. Healthy Families.
  - 6.5.2. Health Start.
  - 6.5.3. HIV Case Management.
  - 6.5.4. Senior Services that work with elderly adults.
- 6.6. PCHD shall subcontract with the following entities that provide services to adults and youth who have experienced DV to achieve the funding objectives. (Details are attached in Attachment A: Workplan.)
  - 6.6.1. PCAO to provide the following services to victims of DV:
    - 6.6.1.1. Develop and deploy communications campaign materials building awareness for support for DV victims.
    - 6.6.1.2. Support DV survivors with materials to be distributed through crisis response volunteers and record and report out materials distributed.
    - 6.6.1.3. Provide Emergency Shelter support for DV victims identified by PCAO.
  - 6.6.2. ECADA to provide the following services to victims of DV:
    - 6.6.2.1. Engage participants in services they may need to maintain housing stability.
    - 6.6.2.2. Assist participants to locate and access housing.
    - 6.6.2.3. Assist participants to successfully stabilize with flexible financial assistance (Healthcare, household, transportation, hygiene, etc.).
    - 6.6.2.4. Maintenance of Participant files for a minimum of six (6) years after the grant term has ended.
    - 6.6.2.5. Administer the funding of all subcontractors.
    - 6.6.2.6. Communicate integrated workflow of COVID mitigation with participants.
    - 6.6.2.7. Ensure culturally relevant services for the diverse population ECADA serves.

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- 6.6.2.8. Maintain cleanliness at all facilities to keep staff, visitors, and participants safe from COVID Provide professional development for staff working with survivors.
- 6.6.2.9. Refer eligible families to Casa de los Ninos for Behavioral Health support.
- 6.6.2.10. Refer Participants to partner organizations for support services.
- 6.6.2.11. Provide furniture for non-congregate emergency shelters to support COVID-mitigation cleaning practices.
- 6.6.3. CODAC to provide the following services to victims of DV:
  - 6.6.3.1. Staff Retention - Provide professional development for staff working with survivors.
  - 6.6.3.2. Provide cleaning services to remove virus from the facility.
  - 6.6.3.3. Provide hotel stays for survivors to shelter families and support social distancing.
  - 6.6.3.4. Provide culturally specific services and support to survivors.
  - 6.6.3.5. Provide interpretation for advocacy and therapy services in ensuring equity in care and healing.
  - 6.6.3.6. Communicate integrated workflow of COVID mitigation with participants.
- 6.6.4. Casa de Los Niños to provide the following services to victims of DV:
  - 6.6.4.1. Provide trauma therapy for DV victims/survivors and or their families.
  - 6.6.4.2. Provide supplies for children groups, adult groups and individual/family sessions to build resiliency and group discussions.
  - 6.6.4.3. Provide vouchers to help with down payment rental relocation, and basic necessities for DV victims/survivors.
  - 6.6.4.4. Communicate integrated workflow of COVID mitigation with participants.
- 6.6.5. Survivor Shield to provide the following services to victims of DV:
  - 6.6.5.1. Provide child care assistance to survivors of DV.
  - 6.6.5.2. Provide transportation assistance to survivors for medical appointments and other services.
  - 6.6.5.3. Provide financial assistance for basic healthcare needs necessary for physical and mental health.
  - 6.6.5.4. Provide rental assistance and temporary safe shelter for survivors during their recovery process.
  - 6.6.5.5. Communicate integrated workflow of COVID mitigation with participants.

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**7. Deliverables**

The County shall:

- 7.1. Prepare and submit quarterly Contractors Expenditures Reports (CERs) with documentation.
- 7.2. Submit quarterly reports to ADHS detailing quarterly progress on funded activities.
- 7.3. Participate in surveys, interviews (remote or face-to-face), and questionnaires developed and disseminated by ADHS' evaluation team or consultant to collect data and information necessary to assess the state and local progress with meeting grant-related goals, objectives, evaluation, and outcomes.
- 7.4. Attend Contractor meetings with ADHS staff.
- 7.5. Plan, schedule and attend onsite/virtual site visits with ADHS staff, as necessary to meet grant requirements.
- 7.6. Participate in statewide media/ marketing efforts.
- 7.7. Attend and participate in any training, statewide Contractor's meetings, or professional development provided by ADHS or its contracted vendors, as necessary.
- 7.8. Receive prior approval before developing or releasing any public service announcements or new educational materials.
- 7.9. See the chart below for report periods and due dates following:

**ACF FVPSA Fiscal Year which runs between October 1 - September 30 every year.**

Report	Report Period	Due Date
Q1 Report	September 1 - November 30	December 15
Q2 Report	January 1 - March 30	April 30
Q3 Report	April 1 - June 30	July 31
Q4 Report	July 1 - September 30	October 30

- 7.10. Attend and participate in quarterly Contractor meetings with ADHS.
- 7.11. Attend and participate in any FVPSA training, statewide Contractor's meetings, or professional development provided by ADHS as necessary.
- 7.12. Ensure all purchases and spending adhere to the FVPSA ARP funding requirements outlined in in the Scope of Work, Section Nine (9) Reference Documents, 9.3 and 9.4.
- 7.13. In accordance with A.R.S. § 11-624, the Contractor shall, at its own expense, file with ADHS, either:
  - 7.13.1. Audited financial statements prepared in accordance with federal single audit requirements.
  - 7.13.2. Financial statements prepared in accordance with generally accepted accounting principles audited by an independent certified public accountant.

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**8. State-Provided Items**

ADHS will:

- 8.1. Provide budget, CER, and quarterly report templates. (Attachment B).
- 8.2. Provide progress report template. (Attachment C)
- 8.3. Coordinate quarterly Contractor calls with the County.
- 8.4. Provide technical assistance to County staff as needed.
- 8.5. Share resources and professional development opportunities with Counties to provide additional support for the implementation of grant-related activities.

**9. Reference Documents**

- 9.1. FVPSA Program’s website/Notice of Funding (NOFO)  
<https://www.acf.hhs.gov/ofvps/grant-funding/2021-fvpsa-american-rescue-plan-covid-19-testing-vaccines-and-mobile-health>
- 9.2. FVPSA Performance Progress Report Instructions  
<https://www.acf.hhs.gov/ofvps/form/performance-progress-report-form-state-and-tribal-fvpsa-grantees>
- 9.3. FVPSA ARP COVID-19 Testing Vaccines Mobile Unit Allowable Cost & FAQs  
<https://drive.google.com/file/d/1XZpZO6kBDxc8IMhCtSNup7HUVBx1iDyu/view?usp=sharing>
- 9.4. Allowable Tech List for FVPSA ARP  
[https://drive.google.com/file/d/1-2LY96ToamYnQTYnW-4mmdovDxrxTz\\_/view?usp=sharing](https://drive.google.com/file/d/1-2LY96ToamYnQTYnW-4mmdovDxrxTz_/view?usp=sharing)
- 9.5. Family Violence Prevention and Services Act  
[2021 Family Violence Prevention and Services Act American Rescue Plan Grants to Support Survivors of Sexual Assault Program Instructions memo](https://www.fvpsa.gov/sites/default/files/2021-05/2021-Family-Violence-Prevention-and-Services-Act-American-Rescue-Plan-Grants-to-Support-Survivors-of-Sexual-Assault-Program-Instructions-memo)

**10. Approvals**

- 10.1. The quarterly reports, annual action plans, annual budget workbook, and quarterly CERs with receipts supporting expenses billed for in-state and out-of-state travel and equipment purchases of \$250.00 or more, as required and/or requested shall be approved by ADHS prior to payment reimbursement.
- 10.2. Upon approval of the scope of work, any changes to the approved activities, or strategies must be resubmitted to ADHS for review and approval prior to implementation.
- 10.3. Any requests to provide additional information on quarterly reports shall require resubmission of the report for ADHS review and approval prior to payment reimbursement.
- 10.4. Purchases of Capital Equipment (single item purchase of \$10,000 or more) shall require approval prior to purchasing.
- 10.5. All marketing materials which have been developed, written, published, or recorded by the Counties and paid for with funds from this award shall be first approved by ADHS prior to the dissemination of such

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materials or airing or use of such announcements. Marketing materials include:

- 10.5.1. Use of ADHS logo.
- 10.5.2. Brochures.
- 10.5.3. Posters.
- 10.5.4. Public service announcements.
- 10.5.5. Paid media.
- 10.5.6. Videos.
- 10.5. All County local emerging issues and related supporting documentation shall be approved by ADHS prior to implementation.
- 10.6. Any evaluation or study to be conducted that involves human subjects shall be approved by ADHS prior to conducting, and Request approval in writing to the FVPSA ACF Project Officer for purchases of single items of capital equipment at or above the purchase price of five thousand dollars (\$5,000.00).
  - 10.6.1. Requests can be made via email and shall include the following information:
    - 10.6.1.1. Type of equipment requesting to be purchased.
    - 10.6.1.2. Cost of equipment.
    - 10.6.1.3. How the proposed purchase supports the current approved scope of work.

**11. Notices, Correspondence, and Reports**

- 11.1. Notices, correspondence, reports, CERs, and program-specific requests relative to this Contract from the County shall be sent to:

Arizona Department of Health Services  
Bureau of Chronic Disease and Health Promotion  
Attn: Mary Egesa, Program Manager  
Address: 150 North 18th Avenue, Suite 310  
Phoenix, Arizona 85007  
Email: [mary.egesa@azdhs.gov](mailto:mary.egesa@azdhs.gov)  
Email: [svdv@azdhs.gov](mailto:svdv@azdhs.gov)
- 11.2. All invoices shall be submitted electronically to [invoices@azdhs.gov](mailto:invoices@azdhs.gov) with copy sent to the Program Manager [mary.egesa@azdhs.gov](mailto:mary.egesa@azdhs.gov), who shall review for accuracy and approve to send to Accounts Payable for payment.
- 11.3. Notices, correspondence, and reports (and payments if sent to the same address) from ADHS to the County shall be sent to:

Pima County Health Department  
Attn: Theresa Cullen, Division Manager  
Address: 3905 South Country Club Road  
Tucson Arizona 85714  
Email: [Theresa.Cullen@pima.gov](mailto:Theresa.Cullen@pima.gov)  
Phone: (520) 724-7765

<b>CONTRACT NUMBER</b>	<b>INTERGOVERNMENTAL AGREEMENT PRICE SHEET</b>
<b>CTR073653</b>	

**PRICE SHEET**

<b>Cost Reimbursement Contract</b>	
<b>ACCOUNT CLASSIFICATION</b>	<b>LINE-ITEM TOTALS</b>
Personnel*	\$146,512.00
ERE*	\$51,279.00
Professional & Outside Services+	\$2,150,584.00
In-State Travel Expenses*	\$10,000.00
Out of State Travel Expenses*	\$36,451.00
Other Operating Expenses^	\$211,591.00
Indirect (10% of MTDC only)	\$48,583.00
<b>Total Award/Contract Amount Not to Exceed:</b>	<b>\$2,655,000.00</b>

\*Indicated Indirect rate of ten percent (10%) was applied to the total of each starred item  
+Indicated indirect rate of ten percent (10%) was applied to the first \$50,000.00 of the single subaward per 2 CFR 200.68  
^Indicated indirect rate of ten percent (10%) was applied to \$191,591.00 which represents the MTDC amount; indirect is not applicable to direct client support (\$20,000) per 2 CFR 200.68

If applicable, the County is authorized to transfer up to a maximum of ten percent (10%) of the total budget amount between line items with the written approval from an ADHS program representative.

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



<b>CONTRACT NUMBER</b>	<b>INTERGOVERNMENTAL AGREEMENT EXHIBIT ONE (1)</b>
<b>CTR073653</b>	

**Exhibit One (1) - 2 CFR 200.332**

**§ 200.332**

**Requirements for pass-through entities.**

**All pass-through entities must:**

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

<b>Prime Awardee:</b>	<b>Arizona Department of Health Services</b>
<b>DUNS #</b>	<b>804745420</b>
Federal Award Identification (Grant Number):	2201AZFTC6
Subrecipient name (which must match the name associated with its unique entity identifier):	Pima County Health Department
Subrecipient's unique entity identifier (DUNS #):	842812067
Federal Award Identification Number (FAIN, sometimes it's the same as the Grant Number):	2201AZFTC6
Federal Award Date (see the definition of Federal award date in § 200.1 of this part) of award to the recipient by the Federal agency;	10/29/2021
Subaward Period of Performance Start and End Date;	October 1, 2020 to September 30, 2025
Subaward Budget Period Start and End Date:	September 30, 2024 to September 30, 2025
Amount of Federal Funds Obligated by this action by the pass-through entity to the subrecipient (this is normally the contract amount):	<b>\$2,655,000.00</b>
Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current financial obligation (how much is available for contracts):	\$7,180,441.00
Total Amount of the Federal Award committed to the subrecipient by the pass-through entity	<b>\$2,655,000.00</b>
Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA)	American Rescue Plan Act of 2021, Title II, Subtitle C, Section 2204 (Public Law 117-2)
Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity	Department of Health and Human Services, Administration for Children and Families
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:	CFDA No #93.671 - Program Title: Family Violence Prevention and Services/Domestic Violence Shelter and Supportive Services
Identification of whether the award is R&D	
Indirect cost rate for the Federal award (including the de minimis rate is charged) per § 200.414	10% Maximum

<b>CONTRACT NUMBER</b>	<b>INTERGOVERNMENTAL AGREEMENT ATTACHMENT A</b>
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**Attachment A – Work Plan for Pima County/Budget**

**FVPSA ARP Supplemental Grant: Pima County**

**Allowable Costs Across All FVPSA ARP Supplemental Grants (per ADHS)**

American Family Violence Prevention Services (FVPSA) Rescue Plan supplemental grants provide flexibility to address the range of needs for survivors and the programs that serve them, including:

- Shelter
  - Temporary refuge, hotel/motel vouchers, temporary rental assistance
- COVID-19 mitigation
  - Supplies, PPE equipment, testing/vaccines
- Accessibility services
  - Minor renovations /improvements
- Outreach and education materials
  - Websites, social media, toolkits
- Workforce Expansion
  - Hiring employees, employee retainment benefits, employee wellbeing supports.
- Supportive services
  - Health, behavioral health, childcare assistance, transportation assistance.
- Culturally specific services and supports
  - Bi-lingual advocates, multi- lingual websites, multi-lingual materials, translators/interpreters, language access plans
- Mobile advocacy services
  - Vehicles, visiting nurses, visiting social workers, mobile health units
- Virtual services
  - Teletherapy, support groups, digital hotline services
- Cleaning and disinfecting supplies
- Personal Protective Equipment
  - Masks, gloves, gowns, eye protections, soaps, sanitizers
- Cleaning services and contracts
- Physical barriers for social distancing
- Respirators/air filters
- Social distancing materials
- Rental/leasing fees for facilities to assist with social distancing
- Hotel/motel contracts to shelter families to mitigate the spread of COVID- 19
- Temporary housing assistance to support social distancing

**Intended Outcomes of the COVID-19 Testing, Vaccines, And Mobile Health Units Funding (per ADHS)**

1. Safe voluntary access to COVID-19 testing, vaccines, and mobile health services.
2. Increased usage of mobile health units and mobile advocacy services for survivors.
3. Reduced burden for DV programs that do not have resources and staff to support COVID-19 mitigation.
4. Increased access to health and behavioral health support for survivors and children.
5. Meaningful partnerships between DV programs and health care providers.
6. Temporary housing/rental assistance for survivors and mobile advocacy services.

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**PROPOSED ACTIVITIES TO SPEND RESOURCES TO ACHEIVE INTENDED OUTCOMES**

**1. Safe voluntary access to COVID-19 testing, vaccines, and mobile health services.**

<b>Responsible Entity/ Community Partner</b>	<b>Proposed Activity</b>	<b>Allowable Costs/ Tie to Grant</b>	<b>Amount</b>
Pima County Health Department	Communications campaign to promote Covid-19 vaccinations and testing. The campaign will include outreach and promotional materials to raise awareness for vaccine testing, prevention, and resources for families experiencing domestic violence. Includes digital technologies for lobby related to prevention and immunizations and website updates.	<ul style="list-style-type: none"> <li>Outreach and Education Materials</li> </ul>	\$15,000.00
Pima County Health Department	.50 FTE Program Manager and 1 Health Navigator FTE (for 5 Navigators to bill at .2) support for covid testing/vaccines/ appropriate referrals	<ul style="list-style-type: none"> <li>Covid 19 mitigation</li> </ul>	\$72,011.00
Pima County Health Department	Care kits and vaccines for clients involved in the following programs that have experienced domestic violence (Healthy Families, Health Start, HIV Case Management, Senior Services that work with elderly adults) Kits will include: Covid testing, personal hygiene items, household cleaning items, youth/adult books that are age appropriate to build protective factors, mental health promotional items that build upon resiliency.	Covid 19 mitigation	\$100,000.00
Pima County Victim Services (Pima County Attorney's Office)	Communications (PSA/video awareness campaign, & supplies)	<ul style="list-style-type: none"> <li>Outreach and Education Materials</li> </ul>	\$30,591.00
<b>Total Funding Amount</b>			<b>\$217,602.00</b>

**2. Increased usage of mobile health units and mobile advocacy services for survivors.**

<b>Responsible Entity/ Community Partner</b>	<b>Proposed Activity</b>	<b>Allowable Costs/ Tie to Grant</b>	<b>Amount</b>
Pima County Health Department	Nursing and mobile health unit staff training on domestic violence	<ul style="list-style-type: none"> <li>Workforce Expansion</li> </ul>	\$36,451.00
<b>Total Funding Amount</b>			<b>\$36,451.00</b>

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**3. Reduced burden for DV programs that do not have resources and staff to support COVID-19 mitigation.**

Responsible Entity/ Community Partner	Proposed Activity	Allowable Costs/ Tie to Grant	Amount
Pima County Health Department	Support to coordinate meetings, contracts, report on deliverables, and grant financial reporting. .40 FTE for administrative assistant.	<ul style="list-style-type: none"> <li>• Accessibility Services</li> <li>• Covid-19 Mitigation</li> </ul>	\$19,552.00
Emerge Center Against Domestic Abuse	<p>There will be 25 non-congregate residential units and a “community building” with shared living room, dining room, kitchen, laundry facilities, support group room, children’s room, meeting rooms and staff offices.</p> <p>Construction of the facility will not be completed until December 2024 and exact furniture pieces are still be selected. We will not have a list of each item of furniture for several weeks. However, the list will include basic needs for the species outlined above.</p> <p>No individual units of furniture will exceed \$5,000</p>	<ul style="list-style-type: none"> <li>• Covid 19 Mitigation</li> </ul>	\$300,000.00
Emerge Center Against Domestic Abuse	<p>FY2024-25 bonus for DV staff. Our staff are the means by which DV services are provided in this community. Organization would like to provide a bonus in 2024 (\$2,500/person x 92 FTE) in support of their work to serve DV survivors. We also see this as a staff retention measure that is critical during this time of rampant staffing shortages. ALL staff are providing DV services 100% of their FTE.</p> <p>This compensation is in relation to work performed in 2024 (within the grant period of performance). Emerge does not have formal policies related to bonuses; however, our practices related to bonuses are very consistent. They are provided if/when funds are available to dos, and when it is possible, every staff member receives the same amount (i.e., it</p>	<ul style="list-style-type: none"> <li>• Workforce Expansion</li> <li>• Support Services</li> </ul>	\$230,000.00

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	is not a percentage of their annual salary). When possible, bonuses are typically provided in June or July.		
Emerge Center Against Domestic Abuse	<p>FY2025-26 bonus for DV staff- DV staff. Our staff are the means by which DV services are provided in this community. Organization would like to provide a bonus in 2025 (\$2,500/person x 92 FTE) in support of their work to serve DV survivors. We also see this as a staff retention measure that is critical during this time of rampant staffing shortages. ALL staff are providing DV services 100% of their FTE</p> <p>This compensation is in relation to work that will be performed in 2025 (within the grant period of performance). Emerge does not have formal policies related to bonuses; however, our practices related to bonuses are very consistent. They are provided if/when funds are available, and when it is possible, every staff member receives the same amount (i.e., it is not a percentage of their annual salary). When possible, bonuses are typically provided in June or July.</p>	<ul style="list-style-type: none"> <li>• Workforce Expansion</li> <li>• Support Services</li> </ul>	\$230,000.00
Emerge Center Against Domestic Abuse	<p>Janitorial services- This includes the cleaning of all facilities to keep staff, visitors and participants safe from communicable illnesses such as COVID.</p> <p>These funds will be used for augmenting janitorial services at all Emerge's sites, in order to keep staff and program participants safe from communicable illnesses such as COVID.</p> <p>100% of Emerge operations are focused on providing domestic violence services as defined by the grant source (FVPSA). Emerge uses a procurement process for selecting a janitorial services provider. By comparing bids from multiple vendors and focusing on pricing, we ensure that we were making an informed decision based on cost efficiency.</p>		\$35,790.00

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Emerge Center Against Domestic Abuse	<p>Health Insurance for DV organization employees- This line item does not equate to the full cost of health insurance and EAP. Our total employer portion of health insurance alone is approximately 500,000. These grant funds are intended to contribute to the employer cost of health insurance along with numerous other funding sources, including the many grants that are staff (and their ERE) are funded by. The amount requested from this grant will allow EmERGE to meet the growing cost need for providing appropriate Health Insurance for DV survivor serving staff.</p>	<ul style="list-style-type: none"> <li>• Workforce Expansion</li> </ul>	\$115,849.11
Emerge Center Against Domestic Abuse	<p>Managed IT Services- This is for agencywide IT services and infrastructure. There is only one "program." 100% of EmERGE operations are focused on providing domestic violence services as defined by the grant source (FVPSA).</p> <p>This augmentation of EmERGE current IT system enables EmERGE to ensure our system is meeting the functional needs of our staff and is protected from breaches (particularly given the highly confidential information we hold related to domestic violence survivors).</p>	<ul style="list-style-type: none"> <li>• Workforce Expansion</li> <li>• Covid 19 mitigation</li> <li>• Virtual services</li> </ul>	\$187,433.95
CODAC	<p>Staff Retention – Professional Development Conference Attendance for CODAC staff working with survivors of DV and IPV: \$8,000 direct; \$1,200 indirect (\$9,200 total). Because of COVID, recruitment and retention of health care staff has been difficult. Working with survivors of intimate partner violence often results in burnout from vicarious trauma. Providing professional development opportunities increases retention of tenured staff with deep roots in the community and expertise serving this population. Additionally, professional development</p>	<ul style="list-style-type: none"> <li>• Workforce Expansion</li> </ul>	\$9,200.00

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	improves service delivery through learning best practices, new techniques, etc. in caring for victims. Proposed budget includes conference registration, airfare, lodging, ground travel and food.		
CODAC	Janitorial Services: \$27,300 direct; \$4,095 indirect (\$31,395 total). Janitorial services are critical in removing the virus from the facility and decreasing spread of COVID-19. These services are prorated to include only DV specific services as defined by the funding terms and will augment the ability to serve clients who are survivors of DV.	<ul style="list-style-type: none"> <li>• Covid 19 mitigation</li> <li>• Cleaning services and contracts</li> </ul>	\$5,651.00
Pima County Victim Services (Pima County Attorney's Office)	Crisis volunteer supplies for survivors (clothing, food, diapers, PPE, blankets, water)	<ul style="list-style-type: none"> <li>•</li> </ul>	\$6,000.00
<b>Total Funding Amount</b>			<b>\$1,139,476.06</b>

**4. Increased access to health and behavioral health support for survivors and children.**

Responsible Entity/ Community Partner	Proposed Activity	Allowable Costs/ Tie to Grant	Amount
Casa de Los Niños	Trauma therapy for domestic violence victims, approximately 100-125 families/children. The amount per family will vary depending on the needs of the family. Casa de los Ninos will offer individual, family and group psychotherapy, assessment, supportive services including transportation as needed.	<ul style="list-style-type: none"> <li>• Supportive Services</li> <li>• COVID-19 Mitigation</li> </ul>	\$250,000.00
Casa de Los Niños	Support group supplies (children group supplies (arts, crafts, snacks. Adults support for group activities to build resiliency and group discussions. These materials will be used to augment CDLN ability to serve DV survivors.	<ul style="list-style-type: none"> <li>• Accessibility Services</li> <li>• Covid-19 Mitigation</li> </ul>	\$25,000.00
Casa de los Niños	Vouchers: Supplies program to help with down-payment assistance for rental relocation, ring doorbells, gas to transport for behavioral health and safety, shoes, clothing, mattresses if assaulted on bed, winter clothing,	<ul style="list-style-type: none"> <li>• Accessibility services</li> <li>• Covid 10 mitigation</li> </ul>	\$25,000.00

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	phones, food. Casa de los Ninos uses PRAPARE to identify social determinants of health needs and utilize protocol attached to provide resources and supplies needed.		
Pima County Health Department	Augment existing Pima Purple DV prevention campaign.	<ul style="list-style-type: none"> <li>• Outreach and Education Materials</li> </ul>	\$40,000.00
Emerge Center Against Domestic Abuse	In our new facility, EmERGE emergency shelter program serves 400 DV survivors annually, providing three daily meals and accessible food. Despite variable factors like availability of free food, participants not on-site, and dietary needs, an average of \$125 is spent per participant, including adults and children, over a year.	<ul style="list-style-type: none"> <li>• Support Services</li> <li>• Shelter</li> </ul>	\$50,000.00
Emerge Center Against Domestic Abuse	Salary - Director of Men's Engagement (.75 FTE): The Director of Men's Engagement of a local DV organization oversees all violence prevention work, including community engagement and social change efforts. This funding represents 75% of their total salary.  This amount includes ERE/fringe benefits for this position, and it is calculated at a rate of 21% of the employee's annual salary, based on the average cost of benefits.	<ul style="list-style-type: none"> <li>• Support Services</li> </ul>	\$68,294.00
Emerge Center Against Domestic Abuse	Salary - Men's Education Program Manager (.67 FTE): The Men's Education Program Manager oversees the aspect of our violence prevention work that includes helping individual men to make behavioral changes that create increased safety for their partners and children. This funding represents 67% of their total salary.  This amount includes ERE/fringe benefits for this position, and it is calculated at a rate of 21% of the employee's annual salary, based on the average cost of benefits.	<ul style="list-style-type: none"> <li>• Support Services</li> </ul>	\$52,884.00
Emerge Center Against Domestic Abuse	Culturally appropriate services Procurement of consultant	<ul style="list-style-type: none"> <li>•</li> </ul>	\$83,000.00



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	<p>services follows Emerge's standard procedures for provision of goods and services. In this case, Emerge researched anti-racism/equity consultants and engaged in services with several of them in the past few years. Only one – the Institute for Equity-Centered Coaching – met our specific needs and criteria.</p> <p>This 12-month contract includes 12 hours of once-a-month executive coaching support and strategic advising to the leadership team, 24 hours of additional technical assistance time, facilitation of twice-a-month meetings of Emerge's Equity Team, participation of an Emerge leadership team member in an annual retreat for Women in Executive Leadership Roles, and participation of an Emerge leadership team member in a year-long Equity-Centered Leader Certification Program.</p>		
Emerge Center Against Domestic Abuse	<p>Vehicles – Emerge is providing funds for gas, registration, and insurance for its fleet of vehicles.</p> <p>Emerge has a fleet of 9 vehicles, all of which are used in support of operating our domestic violence services.</p> <p>There is only one "program." 100% of Emerge operations are focused on providing domestic violence services as defined by the grant source (FVPSA).</p>	•	\$44,553.00
Emerge Center Against Domestic Abuse	<p>Salary - Data Management Coordinator (1 FTE): The DMC tracks service delivery data, supports direct service staff in properly documenting services provided to DV survivors, ensures data quality, and produces internal program development reports as well as reporting necessary to meet the funder requirements under this grant.</p>	•	\$55,692.00

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	<p>This amount includes ERE/fringe benefits for this position, and it is calculated at a rate of 21% of the employee's annual salary, based on the average cost of benefits.</p>		
<p>Emerge Center Against Domestic Abuse</p>	<p>Air Conditioning Units – Four A/C units are failing and need replacement. In addition to A/C being needed for employee and participant safety, the old units do not have the air filtration systems that new units will provide to ensure reduced transmission of airborne viruses such as COVID-19.</p> <p>Two units are located at Emerge's administration building and two are at one of our community-based Services sites. These units are 25-30 years old and are not only showing signs of imminent failure but have dramatically outdated air filtration systems.</p> <p>There is only one "program." 100% of Emerge operations are focused on providing domestic violence services as defined by the grant source (FVPSA).</p>	<ul style="list-style-type: none"> <li>•</li> </ul>	<p>\$60,000.00</p>
<p>Emerge Center Against Domestic Abuse</p>	<p>Emerge will take the de minimis rate for administration of its subawards, which equals 10% of the first \$25,000 of each of the three subawards. Thus, the total is <math>3 * (\\$25,000 * .10) = \\$7,500</math>.</p>	<ul style="list-style-type: none"> <li>• De minimis</li> </ul>	<p>\$12,904.00</p>
<p>CODAC</p>	<p>Interpretation Services: Reimbursement to certified interpretation provider after services provided. Survivors of intimate partner violence and domestic violence with limited English proficiency are at even higher risk for being isolated and, therefore, present with increased vulnerability and higher instances of intimate partner violence. And they face additional – significant – barriers faced when trying to access services. Therefore, interpretation for advocacy and therapy services is important in ensuring equity in care and healing</p>	<ul style="list-style-type: none"> <li>• Culturally specific services and supports</li> </ul>	<p>\$5,000.00</p>

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	for individuals who do not speak English, specifically many of southern Arizona's immigrant and refugee populations.		
Pima County Victim Services (Pima County Attorney's Office)	<p>Vehicles (Fleet rentals &amp; mileage reimbursement) Victim Services currently uses 6 county vehicles (passenger vans) as part of our year-round crisis response. Whenever there is a victim of a crime in Pima County, Law Enforcement Agencies can page for our assistance with an on-scene crisis intervention, including to provide service to victims of domestic violence. We can provide support, resources, and transportation to shelter. Our Crisis Response vehicles are used by our victim advocate staff and crisis volunteer units. All drivers are defensive driving certified with the county and vehicles are only driven for work/crisis related situations. We document our vehicle expenses via Fleet Services. All vehicle costs from fuel, upkeep and preventative services are performed via Fleet Services for Pima County. Occasionally there are situations that require us to work outside of the county, so we reimburse mileage for those individuals according to Pima County policies. It should be noted that due to the confidentiality laws that protects victims of crime, we do not disclose victim addresses.</p>	<ul style="list-style-type: none"> <li>• Mobile advocacy services</li> </ul>	\$10,000.00
Emerge Center Against Domestic Abuse	<p>Every domestic violence survivor has unique barriers to safety. Financial Assistance allows us to provide the right intervention for that person's specific situation at that specific moment in time. Financial help with rent, utilities or other barriers to independence is also the primary way that survivors with low or no income can avoid having to come into a shelter facility. Since EMerge's shelter is often at capacity, having to enter a shelter program often means having to go to a communal homeless shelter.</p>	<ul style="list-style-type: none"> <li>• Support Services</li> </ul>	\$150,000.00

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	We estimate 700 survivors will receive flexible financial assistance. The average amount is \$300-\$500, although that average includes several small amounts and some rental subsidies closer to \$1,500-\$2,000.		
Survivor Shield	Child Care Assistance: Survivors of DV often struggle to find safe and affordable childcare, a situation worsened by the pandemic as many childcare facilities closed or limited capacity. This assistance will support survivors in accessing reliable childcare, enabling them to work or attend necessary appointments without added stress. Low-income survivors often miss scheduled appointments with assistance agencies as they cannot find realistic childcare. Using this funding, we can ensure that survivors who would be left with little options have the capacity to afford childcare.	<ul style="list-style-type: none"> <li>• Support Services</li> </ul>	\$2,115.00
Survivor Shield	Transportation Assistance: COVID-19 led to increased transportation challenges, especially for those relying on public transit, which became less reliable and safe. Transportation assistance will ensure survivors can reach essential services, such as medical appointments, support groups, and job interviews, without exposing themselves to health risks. This funding will be allocated to individualized transportation options, such as taxis or ridesharing options.	<ul style="list-style-type: none"> <li>• Support Services</li> </ul>	\$2,115.00
Survivor Shield	Food Assistance: Many DV survivors experienced increased food insecurity during the pandemic due to job losses and economic instability. Food assistance will ensure that survivors and their families have access to nutritious meals, alleviating one of the significant stressors during their recovery.	<ul style="list-style-type: none"> <li>• Support Services</li> </ul>	\$6,345.00

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Survivor Shield	<p>Basic Healthcare Access (Prescription Drug Costs, etc.): Access to healthcare became even more critical during the pandemic, with many DV survivors facing health challenges without adequate resources. This funding will cover basic healthcare needs, including prescription drug costs, ensuring that survivors receive the medical care necessary for their physical and mental health.</p>	<ul style="list-style-type: none"> <li>• Support Services</li> </ul>	\$2,115.00
Survivor Shield	<p>Salary /Professional Development/ Operating Expenses: Salary, professional development, and operating expenses totaling \$11,000 are crucial components of our domestic violence (DV) program, especially as we face an increased caseload as a result of boosted funding. Salary will allow for proper compensation of staff based upon hours worked. Professional development is equally important, as it enables our team to stay current with best practices, enhance their skills, and deliver trauma-informed care effectively, even under increased demand. Operating expenses cover the essential costs of running our program, including administrative support and infrastructure, which are vital for managing the expanded caseload efficiently.</p> <p><b>Pima County Mental Health First Aid Training:</b>  Assistant Facilitator of My Path will be trained  Assistant Facilitator will be compensated at standard hourly rate of \$15/hr.  Total cost of staff in training program: \$120</p> <p>We have selected this training as the University of Arizona is an accredited institution with a highly reviewed 45-hour Victim Advocate Training Program. Following the training, both staff members will receive certifications that ensure communications with DV victims are legally privileged. This privilege</p>	<ul style="list-style-type: none"> <li>• Support Services</li> </ul>	\$11,000.00

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	will further protect the rights and confidentiality of DV survivors served by Survivor Shield. In addition, this training will develop the crisis response skills of staff members and assist with high-quality service provision.		
<b>Total Funding Amount</b>			<b>\$956,017.00</b>

**5. Meaningful partnerships between DV programs and health care providers.**

<b>Responsible Entity/ Community Partner</b>	<b>Proposed Activity</b>	<b>Allowable Costs/ Tie to Grant</b>	<b>Amount</b>
Pima County Health Department	1.0 FTE for a Community Health Worker to liaise with DV organization staff and promote Covid-19 vaccines, testing, and mitigation strategies.	<ul style="list-style-type: none"> <li>• Outreach and Education Materials</li> <li>• Workforce Expansion</li> <li>• Support Services</li> <li>• Covid-19 Mitigation</li> </ul>	\$54,948.96
<b>Total Funding Amount</b>			<b>\$54,948.96</b>

**6. Temporary housing/rental assistance for survivors and mobile advocacy services.**

<b>Responsible Entity/ Community Partner</b>	<b>Proposed Activity</b>	<b>Allowable Costs/ Tie to Grant</b>	<b>Amount</b>
Emerge Center Against Domestic Abuse	<p>Emergency shelter hotel rooms and meals. These funds would support a portion of the costs associated with continuing operations until a new, non-congregate shelter construction project is completed (current projection is December 2024). These funds will also support non-congregate, hotel-based shelter services after we are in our new shelter facility for those survivors for who need to be at a different site (e.g., male survivors, those with safety concerns in the geographic vicinity of our shelter facility, etc.).</p> <p>For 7 months of the grant period, Emerge will be operating its</p>	<ul style="list-style-type: none"> <li>• Rental/leasing fees for facilities to assist with social distancing</li> <li>• Hotel/motel contracts to shelter families to mitigate the spread of COVID- 19</li> <li>• Temporary housing assistance to support social distancing</li> </ul>	\$70,137.98

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	<p>emergency shelter out of a hotel. The cost can vary slightly each month based on the number of days in the month and the number of meals provided by the hotel, but the average cost per month is \$61,000 for a block of 18 rooms (18 families of varying sizes) and 4 staff offices. For the remaining 5 months of the grant period, Emerge will be primarily providing shelter services from our new facility but some hotel use will remain (overflow, male survivors, etc.). We anticipate needing 5 rooms/night at the hotel at a cost of \$100/room (household) per night.</p> <p>Please note that there are no standard requirements related to inspections of hotel rooms (at least that Emerge has ever been made aware of). We did, however, view rooms at the hotel prior to contracting with the vendor.</p>		
Emerge Center Against Domestic Abuse	<p>Utilities for emergency shelter facility- These funds support the utility costs associated with operating our emergency shelter facility.</p> <p>This request is for 12-months of our bill from Tucson Electric Power (TEP). TEP provided us with a cost-estimate for our new facility that totals \$33,793/year (\$2,816/month).</p> <p>There is only one "program." 100% of Emerge operations are focused on providing domestic violence services as defined by the grant source (FVPSA).</p>	<ul style="list-style-type: none"> <li>• Temporary housing assistance to support social distancing</li> </ul>	\$25,000.00
Survivor Shield	<p>Rental Assistance. The COVID-19 pandemic exacerbated housing instability for many survivors of DV. With the economic downturn, many survivors faced job losses or reduced income, making it challenging to afford rent. This rental assistance will help survivors avoid eviction and secure safe, stable housing during their recovery process. In addition, it allows us to find stable housing for</p>	<ul style="list-style-type: none"> <li>• Rental/leasing fees for facilities to assist with social distancing</li> </ul>	\$10,575.00

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	survivors who became homeless during the pandemic and haven't been able to find pathways to safe housing.		
Survivor Shield	Temporary Safe Shelter Assistance/Vouchers (Hotel stays, etc.). The pandemic saw a surge in DV cases, leading to overburdened shelters and limited space due to social distancing measures. Temporary safe shelter assistance through hotel vouchers will provide immediate, safe accommodation for survivors who cannot access traditional shelters due to waiting periods or other limiting factors.	<ul style="list-style-type: none"> <li>• Temporary housing assistance to support social distancing</li> </ul>	\$4,230.00
CODAC	Short-Term Emergency Hotel funding: \$18,000 direct; \$2,700 indirect (\$20,700 total). Having immediate access to safe and secure shelter options for survivors following victimization is a crucial component to healing. Many survivors of intimate partner and sexual violence have already struggled with isolation, lack of access to personal finances, and a limited natural support system; COVID 19 has only exacerbated these issues, believing to have contributed to increases in intimate partner and sexual violence. Providing individual hotel rooms for survivors also reduces the number of referrals to already overburdened congregate shelter settings, which can contribute to lower rates of transmission of COVID-19. Funding designated to DV organizations for shelter services would allow our program to establish a professional relationship with Safe Stays, a hotel booking website where program staff can search for and book rooms for survivors at hotels that have already been vetted and actively participate in efforts to support survivors. These hotels allow for booking without credit card, without identification, and under the use of an alias, prioritizing the safety of survivors	<ul style="list-style-type: none"> <li>• Hotel/motel contracts to shelter families to mitigate the spread of COVID- 19</li> <li>• Temporary housing assistance to support social distancing</li> </ul>	\$20,700.00



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	while reducing the financial burden of their victimization.		
Pima County Victim Services (Pima County Attorney's Office)	Emergency Housing/Shelter Assistance <b>663</b> Victims of Domestic Violence Served	<ul style="list-style-type: none"> <li>• Temporary housing assistance to support social distancing</li> </ul>	\$20,000.00
<b>Total Funding Amount</b>			<b>\$150,642.98</b>

ERE = \$51,279.00  
Indirect = \$48,583.00  
**Total requested= \$2,655,000.00**

<b>CONTRACT NUMBER</b>	<b>INTERGOVERNMENTAL AGREEMENT ATTACHMENT B</b>
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**Attachment B - Contractor Expenditure Report (CER) Template and Instructions**

- Instructions and Naming Conventions**
- 1) Invoice Number - This Requires a Unique Invoice Number. See Instructions Below.
  - 2) Contract Number - Enter the Contract Number Here
  - 3) Program Identifier AND Vendor Name - (Name of Program (e.g. Breastfeeding) AND Vendor Name)
  - 4) Purchase Order or GAE Number
  - 5) Reporting Period (Dates of Service)

**Invoice number instructions:** The AP office is requesting your invoice numbers be unique for each reporting period as our financial systems, AZ360 and the Arizona Procurement Portal (APP), will not allow duplicate invoice numbers for the same vendor. If you do not have your own unique invoice naming convention you can find the AP naming convention below. This standard will allow for unique invoice numbers for each vendor and reporting period. The examples are below.

If the reporting period is June 2023 the invoice number will be: JUN 2023 PO123456

If the reporting period is April through June 2023 the invoice number will be: APR-JUN 2023 PO123456

If the reporting period is July 2022 - June 2023 the invoice number will be: JUL 2022-JUN 2023 PO123456

Please feel free to reach out if you have any questions or concerns. We are always here to help.

<b>Arizona Department of Health Service CONTRACTOR'S EXPENDITURE REPORT (CER)</b>		<input type="checkbox"/> Cost Reimbursement - Cumulative Actual
Accounting / Contracts 150 N 18th Avenue Phoenix, Arizona 85007	1. Invoice Number _____ -	<input type="checkbox"/> Fixed Price
	2. Contract Number _____	<input type="checkbox"/> Periodic Report
	3. Program Identifier / Vendor Name _____	<input type="checkbox"/> Final Report
	4. Purchase Order - GAE Number _____	
	5. Reporting Period _____	

<b>Detailed Statement of Expenditures, Fixed Price and Match Requirements</b>						
<b>6. COST REIMBURSEMENT (Actual Expenditures)</b>	Approved Initial Budget	Date of Approved Budget Amendment	Approved Amended Budget	Prior Reporting Period YTD Expenditures	Current Reporting Period Expenditures	Total YTD Expenditures
<b>A. Account Classification:</b>						
Personal Services	\$ -		\$ -	\$ -	\$ -	\$ -
ERE	\$ -		\$ -	\$ -	\$ -	\$ -
Professional & Outside Services	\$ -		\$ -	\$ -	\$ -	\$ -
Travel	\$ -		\$ -	\$ -	\$ -	\$ -
Occupancy	\$ -		\$ -	\$ -	\$ -	\$ -
Other Operating	\$ -		\$ -	\$ -	\$ -	\$ -
Capital Outlay	\$ -		\$ -	\$ -	\$ -	\$ -
Indirect Cost	\$ -		\$ -	\$ -	\$ -	\$ -
<b>Total</b>	\$ -		\$ -	\$ -	\$ -	\$ -

<b>7. FIXED PRICE (Deliverables)</b>	Rate Per Unit	Number of Units Provided This Reporting Period	Total Funds Earned This Reporting Period	Prior Reporting Period - YTD Funds Earned	Total YTD Funds Earned
<b>A. Type of Unit: (Insert Below)</b>					
	\$ -	0	\$ -	\$ -	\$ -
	\$ -	0	\$ -	\$ -	\$ -
	\$ -	0	\$ -	\$ -	\$ -
	\$ -	0	\$ -	\$ -	\$ -
<b>Total</b>	\$ -	0	\$ -	\$ -	\$ -

<b>8. Match Expenditures (Actual Expenditures)</b>	Prior Reporting Period YTD Expenditures	Current In-Kind Match Expenditures	Current Cash Match Expenditures	Total YTD Match Expenditures
<b>A. Account Classification: (Insert type of match below)</b>				
	\$ -	\$ -	\$ -	\$ -
<b>Total</b>	\$ -	\$ -	\$ -	\$ -

	<b>THIS SECTION FOR ADHS PROGRAM USE ONLY</b>					<b>AMOUNT</b>	<b>CONTRACTOR CERTIFICATION</b>
	BFY	Function	PPC	Major Program	Program	Amount	
<small>I certify this report has been examined by me, and to the best of my knowledge and belief, the expenses noted are appropriate and reasonable. I also confirm the reported expenditures for fixed price information is valid, based on a review of supporting records. The subrecipient is in compliance with the terms of the contract which allows the program to approve and pay this CER invoice.</small> <b>ADHS PROGRAM CERTIFICATION:</b> <input type="checkbox"/> Performance Satisfactory For Payment <input type="checkbox"/> Performance Unsatisfactory, Withhold Payment <input type="checkbox"/> No Payment Due	Total Expenditures / Total Fixed Price					\$ -	I certify that this report has been examined by me, and to the best of my knowledge and belief, the reported expenditures and fixed price information are allow able, valid, based upon our official accounting records (book of account) and consistent with the terms of the contract. It is also understood that the contract payments are calculated by the Department of Health Services based upon information provided in this report.
	Adj (if required):						
	Less: Year-to-Date Payments					\$ -	
	Adj (if required):						
	Net Payment Due:					\$ -	
<b>ADHS FINANCE MANAGER USE ONLY</b>							
PROGRAM MANAGER SIGNATURE / DATE	FINANCE MANAGER SIGNATURE / DATE						CONTRACTOR'S SIGNATURE / DATE
PROGRAM MANAGER NAME / DATE	FINANCE MANAGER NAME / DATE						CONTRACTOR'S NAME / DATE

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**Attachment C - ADHS FVPSA ARP Domestic Violence Performance Progress Reporting Template**

**ADHS Domestic Violence Services Quarterly Report**

<b>GENERAL INFO</b>		
Agency Name:		
Quarter:	"X"	
Q1 (Oct - Dec):		Year:
Q2 (Jan - Mar):		Year:
Q3 (April - Jun):		Year:
Q4 (July - Sept):		Year:

<b>Subawardee Budget</b>	
Personnel	
ERE	
In-State Travel	
Out-of-State Travel	
Other Operating Expenses	
Operating Expenses	
<b>Total</b>	<b>0</b>

<b>Section A – General Program Information</b>	
Total Sexual violence program budget	
Number of shelter facilities	
Number of non-shelter service sites	

<b>Section B – People Served</b>	
<b>Clients Served in Shelter</b>	
<b>Number of New Clients</b>	
Number of Children/Youth	
<b>Adults:</b>	
Number of Women	
Number of Men	
Number of Non-binary individuals	
Number Not-specified/Other	
<b>Total Clients Served in Shelter</b>	<b>0</b>

<b>Clients Served with Non-Shelter Services</b>	
<b>Number of New Clients</b>	
Number of Children/Youth	

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<b>Adults:</b>	
Number of Women	
Number of Men	
Number of Non-binary individuals	
Number Not-specified Other	
<b>Total Clients Served with Non-Shelter Services</b>	<b>0</b>

**Age**

0-12	
13-17	
Unknown Child Age	
18-24	
25-49	
50-59	
60+	
Unknown Adult Age	
<b>Total</b>	<b>0</b>

**Race/Ethnicity**

Black or African American	
American Indian/ Alaska Native	
Asian	
Hispanic or Latino	
Native Hawaiian/ Other Pacific Islander	
White	
Unknown/Other	
<b>Total</b>	<b>0</b>

**Other Demographics**

Number needing language services, such as interpretation	
Number self-identifying as lesbian, gay, bisexual, transgender or queer (LGBTQ)	
Number of youth age 13-17 receiving services due to being a victim of dating violence	
Number self-identifying as having a disability	
<b>Total</b>	<b>0</b>

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**Section C – Shelter Services and Crisis Calls**

Shelter Nights	
Unmet Requests for Shelter	
Crisis/Hotline Calls	
<b>Total</b>	<b>0</b>

**Section D – Services to Victims**

Number of children/youth receiving crisis intervention	
Number of children/youth receiving victim advocacy services	
Number of children/youth receiving individual or group counseling/support group	
<b>Total</b>	<b>0</b>
Number of adult victims receiving crisis intervention	
Number of adult victims receiving victim advocacy services	
Number of adult victims receiving individual or group counseling/support group	
Number of adult victims receiving criminal lay legal advocacy	
Number of adult victims receiving civil lay legal advocacy	
Number of adult victims receiving medical accompaniment	
Number of adult victims receiving transportation services	
<b>Total</b>	<b>0</b>

**Section E – Community Education**

**Adults/General Population**

Number of Presentations	
Number of Participants	

**Youth Targeted Education**

Number of Presentations	
Number of Participants	

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**Section F – Narrative Responses – MANDATORY – DO NOT SKIP**

01 - For services supported in whole or in part by this Contract, share a story about a client (without sharing any personally-identifying information), service or community initiative that could be shared with other stakeholders.

02 - What does this Contract allow you to do that you wouldn't be able to do without this funding?

03 - Describe any efforts supported in whole or in part by this Contract to meet the needs of underserved populations in your community, including populations underserved because of ethnic, racial, cultural or language diversity, sexual orientation or gender identity, geographic isolation, or disability. Describe any ongoing challenges.

04 - Describe significant prevention and outreach activities, supported in whole or in part by this Contract, during this quarter.

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05 - Provide information on the evaluation of the effectiveness of your domestic violence programming.

06 - Provide any additional information that you would like us to know about your domestic violence program (i.e., the unmet needs of victims in your community, other funding sources used for programming or service trends that are emerging in your community).

**Section G – Service Outcome Data**

Survey Type	Know more about community resources			Know more ways to plan for safety		
	Number of Surveys Completed	Number of Yes Responses to Resource Outcome	Percent Response s [auto-calc]	Number of Surveys Complete d	Number of Yes Response s to Safety Outcome	Percent Response s [auto-calc]
Shelter			0.00%			0.00%
Community and/or Mobile Based			0.00%			0.00%
Transitional Housing			0.00%			0.00%
<b>TOTAL</b>	<b>0</b>	<b>0</b>	<b>0.00%</b>	<b>0</b>	<b>0</b>	<b>0.00%</b>