



BOARD OF SUPERVISORS AGENDA ITEM REPORT
AWARDS / CONTRACTS / GRANTS

Award Contract Grant

Requested Board Meeting Date: November 7, 2023

* = Mandatory, information must be provided

or Procurement Director Award:

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

Arizona Department of Health Services

***Project Title/Description:**

Health Start Program

***Purpose:**

The Health Start program is a home visiting program for prenatal families and families with children under the age of two. Health Start Community Health Workers provide high quality home visitation services to families to provide education and community resources.

Amendment #4 changes this grant from a Fixed Price cost structure to that of Cost Reimbursement. The Amendment also changes the budget for this fiscal year, though the total remains the same, \$201,860.

***Procurement Method:**

This grant is a non-Procurement contract and not subject to Procurement rules.

***Program Goals/Predicted Outcomes:**

Education topics include the importance of prenatal care, nutrition, physical activity, home/environment safety, childhood developmental milestones, and parenting skills. Families are also screened for postpartum depression, alcohol, tobacco, and other substance use and referred to resources as needed. Program goals include:

- 1) Increase prenatal care services to pregnant women;
- 2) Reduce the incidence of infants who at birth weigh less than 1,500 grams (3 lbs 4 oz) and who require more than seventy-two hours of neonatal intensive care;
- 3) Reduce the incidence of diseases among children;
- 4) Increase the number of children receiving age appropriate immunizations by two years of age; and
- 5) Educate families on the importance of good nutritional habits to improve the overall health of their children; the need for developmental assessments to promote the early identification of learning disabilities, physical handicaps or behavioral health needs; the benefits of preventative health care; and the need for screening examinations such as hearing and vision.

***Public Benefit:**

Low birth weight babies are 40 times more likely to die in the first month of life, and are at greater risk for long-term health and developmental problems. Babies born to women with no prenatal care are 16 times more likely to die in the first month of life than babies of women who had more than five prenatal visits.

***Metrics Available to Measure Performance:**

- 1) Number of enrolled women that receive early and regular prenatal care;
- 2) Number of low birth weight and very low birth weight infants born to enrolled clients;
- 3) Gestational age of infants born to enrolled women; and
- 4) Immunization status of enrolled children.

***Retroactive:**

No.

GMI Approves
AF 10/20/23

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: GTAM Department Code: HD Grant Number (i.e., 15-123): 24-024
Commencement Date: 11/07/2023 Termination Date: 07/05/2024 Amendment Number: 04

Match Amount: \$ _____ Revenue Amount: \$ _____

***All Funding Source(s) required:** Proposition 203, State lottery funds

*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)?

N/A

Contact: Sharon Grant

Department: Health

Telephone: 724-7842

Department Director Signature: _____

Date: 10/13/23

Deputy County Administrator Signature: _____

Date: 20 Oct 2023

County Administrator Signature: _____

Date: 10/20/2023



CONTRACT AMENDMENT

ARIZONA DEPARTMENT OF
HEALTH SERVICES
OFFICE OF PROCUREMENT
150 N 18th Ave., Ste. #530
Phoenix, Arizona 85007

CONTRACT NO.: CTR050602

AMENDMENT NO.: 4

Procurement Officer:
Lucas Terry

HEALTH START

Effective upon signature by both parties it is mutually agreed that the Contract referenced in this Amendment Four (4) is amended as follows:

1. Pursuant to the Uniform Terms and Conditions, Provision Five (5), Contract Changes, Section 5.1, the Contract is hereby revised with the following:
 - 1.1. The Special Terms and Conditions are revised and replaced;
 - 1.2. The Fixed Price Sheet is revised and replaced with the Cost Reimbursement Price Sheet; and
 - 1.3. Exhibit 1: 2 CFR 200.332 is revised and replaced.

ALL CHANGES ARE REFLECTED IN RED

ALL OTHER PROVISIONS SHALL REMAIN IN THEIR ENTIRETY

Contractor hereby acknowledges receipt and acceptance of above amendment and that a signed copy must be filed with the Procurement Office before the effective date

The above referenced Contract Amendment is hereby executed this ____ day of _____ 20____ at Phoenix, Arizona

(To be filled out by Procurement Office)

Contractor Signature

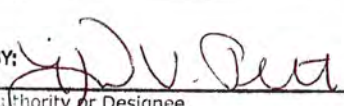
Contractor Signature Date

Authorized Signatory's Name and Title

Pima County


Contractor's Name
APPROVED AS TO FORM:
Jonathan Pinkney

Deputy County Attorney

REVIEWED BY: 

Procurement Authority or Designee
Pima County Health Department

Chief Procurement Officer Signature

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SPECIAL TERMS AND CONDITIONS

1. Purpose

Pursuant to provisions of the Arizona Procurement Code, A.R.S. 41-2501 Et Seq., the State of Arizona, ADHS intend to establish a Contract for the materials or services as listed herein.

2. Term of Contract (1 Year)

The term of any resultant Contract shall commence upon signature or upon final signature for award, whichever is later, and shall continue for a period of one (1) year thereafter, unless terminated, canceled, or extended as otherwise provided herein.

3. Contract Extensions 5 Year Maximum

The Contract term begins upon award and shall continue for a period of one (1) year subject to additional successive periods of twelve (12) months per extension with a maximum aggregate including all extensions not to exceed five (5) years.

4. Contract Type

Cost Reimbursement

5. Licenses

The Contractor shall maintain in current status, all federal, state and local licenses and permits required for the operation of the business conducted by the Contractor.

6. Key Personnel

It is essential that the Contractor provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this Contract. The Contractor must agree to assign specific individuals to the key positions.


6.1 The Contractor agrees that, once assigned to work under this Contract, key personnel shall not be removed or replaced without written notice to the State. Such notice shall be given thirty (30) days prior to the reassignment or personnel's last day assigned to the Contract.

6.2 If key personnel are not available for work under this Contract for a continuous period exceeding thirty (30) calendar days, or are expected to devote substantially less effort to the work than initially anticipated, the Contractor shall immediately notify the State, and shall, subject to the concurrence of the State, replace such personnel with personnel of substantially equal ability and qualifications.

6.3 The State Agency reserves the right to review resumes and participate in interviews for the hiring of any staff assigned to this Contract. Further, the State Agency reserves the right to deny or refuse any offered replacement personnel by the Planning Contractor.

7. Point of Contact

7.1 It is essential that the Contractor provide a Point of Contact, capable of and devoted to the successful accomplishment of work to be performed under this Contract. The Contractor must agree to assign a specific individual to serve as a primary day-to-day contact.

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- 7.2 The Contractor agrees that, once assigned to work under this Contract, the Point of Contact shall not be removed or replaced without written notice to the State.
- 7.3 If the Point of Contact is not available for work under this Contract for a continuous period exceeding thirty (30) calendar days, or is expected to devote substantially less effort to the work than initially anticipated, the Contractor shall immediately notify the State, and shall, subject to the concurrence of the State, replace such personnel with personnel of substantially equal ability and qualifications.

8. Most-Favored Customer

Throughout the life of the Contract, the Contractor shall always offer the State the Most-Favored Customer or Highest Tier Customer price discount rate on contracted product(s) concurrent with a published price discount rate made to other Customers (both Private and Public sectors). The Contractor shall extend to the State that most-favored customer or Highest Tier Customer price discount on all new product lines during the life of the contract.

9. Non-Exclusive Contract

Any contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of the State of Arizona. The State reserves the right to obtain like goods or services from another source when necessary, or when determined to be in the best interest of the State.

10. Volume of Work

The ADHS does not guarantee a specific amount of work either for the life of the Contract or on an annual basis.

11. Information Disclosure


The Contractor shall establish and maintain procedures and controls that are acceptable to the State for the purpose of assuring that no information contained in its records or obtained from the state or from others in carrying out its functions under the Contract shall be used or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the Contract. Persons requesting such information should be referred to the State. The Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of the Contractor as needed for the performance of duties under the Contract, unless otherwise agreed to in writing by the State.

12. Employees of the Contractor

All employees of the Contractor employed in the performance of work under the Contract shall be considered employees of the Contractor at all times, and not employees of the ADHS or the State. The Contractor shall comply with the Social Security Act, Workman's Compensation laws and Unemployment laws of the State of Arizona and all State, local and Federal legislation relevant to the Contractor's business.

13. Order Process

The award of a contract shall be in accordance with the Arizona Procurement Code. Any attempt to represent any material and/or service not specifically awarded as being under contract with ADHS is a violation of the Contract and the Arizona Procurement Code. Any such action is subject to the legal and contractual remedies available to the state inclusive of, but not limited to, Contract cancellation, suspension, and/or debarment of the Contractor.

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14. Contractor Performance Reports

Program management shall document Contractor performance, both exemplary and needing improvements where corrective action is needed or desired. Copies of corrective action reports will be forwarded to the ADHS Procurement Office for review and any necessary follow-up. The Procurement Office may contact the Contractor upon receipt of the report and may request corrective action. The Procurement Office shall discuss the Contractor's suggested corrective action plan with the Program for approval of the plan prior to sending it to the Contractor.

15. Payment Procedures

- 15.1 ADHS accounting will not make payments to any Entity, Group or individual other than the Contractor with the Federal Employer Identification (FEI) Number identified in the Contract. Contractor invoices requesting payment to any Entity, Group or individual other than the contractually specified Contractor shall be returned to the Contractor for correction.
- 15.2 The Contractor shall review and insure that the invoices for services provided show the correct Contractor name prior to sending them to the ADHS Accounting Office for payment.
- 15.3 If the Contractor Name and FEI Number change, the Contractor must complete an "Assignment and Agreement" form transferring contract rights and responsibilities to the new Contractor. ADHS must indicate consent on the form. A written Contract Amendment must be signed by both parties and a new W-9 form must be submitted by the new Contractor and entered into the system prior to any payments being made to the new Contractor.

16. Financial Management


- 16.1 For all contracts, the practices, procedures, and standards specified in and required by the Accounting and Auditing Procedures Manual for Arizona Department of Health Services funded programs shall be used by the Contractor in the management of contract funds and by the ADHS 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.
- 16.2 State Funding. Contractors receiving state funds under this Contract shall comply with the certified Compliance provisions of A.R.S. § 35-181.03.
- 16.3 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) Circular A-133, if applicable. The federal financial assistance information shall be stated in a Change Order or Purchase Order.

17. Inspection and Acceptance

- 17.1 All services, data, and required reports are subject to final inspection, review, evaluation, and acceptance by the ADHS. The ADHS may withhold payment for services that are deemed to not meet contract standards.

18. Authorization for Services

- 18.1 Authorization for purchase of services under this Contract shall be made only upon ADHS issuance of a Purchase Order that is signed by an authorized agent. The Purchase Order will indicate the Contract number and the dollar amount of funds authorized. The Contractor shall only be authorized to perform services up to the amount on the Purchase Order. ADHS shall not have any legal obligation to pay for

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services in excess of the amount indicated on the Purchase Order. No further obligation for payment shall exist on behalf of ADHS unless a) the Purchase Order is changed or modified with an official ADHS Procurement Change Order, and/or b) an additional Purchase Order is issued for purchase of services under this Contract.

19. Indemnification Clause

- 19.1 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 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.
- 19.2 This indemnity shall not apply if the contractor or sub-contractor(s) is/are an agency, board, commission or university of the State of Arizona.

20. Insurance Requirements

- 20.1 Contractor and subcontractors shall procure and maintain, until all of their obligations have been discharged, including any warranty periods under this Contract, insurance against claims for injury to persons or damage to property arising from, or in connection with, the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors.
- 20.2 The Insurance Requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that arise out of the performance of the work under this Contract by the Contractor, its agents, representatives, employees or subcontractors, and the Contractor is free to purchase additional insurance.

20.3 Minimum Scope and Limits of Insurance


Contractor shall provide coverage with limits of liability not less than those stated below.

20.3.1 Commercial General Liability (CGL) – Occurrence Form


Policy shall include bodily injury, property damage, and broad form contractual liability coverage.

20.3.1.1 General Aggregate \$2,000,000

20.3.1.1.1 Products – Completed Operations Aggregate \$1,000,000

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- 20.3.1.1.2 Personal and Advertising Injury \$1,000,000
 - 20.3.1.1.3 Damage to Rented Premises \$ 50,000
 - 20.3.1.1.4 Each Occurrence \$1,000,000
 - 20.3.1.2 The policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor.
 - 20.3.1.3 Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- 20.3.2 Business Automobile Liability
 - 20.3.2.1 Bodily injury and Property Damage for any owned, hired, and/or non-owned automobiles used in the performance of this contract.
 - 20.3.2.1.1 To Combined Single Limit (CSL) \$1,000,000
 - 20.3.2.2 Policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by, or on behalf of, the Contractor involving automobiles owned, hired and/or nonowned by the Contractor.
 - 20.3.2.3 Policy shall contain a waiver of subrogation endorsement as required by this written agreement in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents and employees for losses arising from work performed by or on behalf of the Contractor.
- 20.3.3 Workers; Compensation and Employers' Liability
 - 20.3.3.1 Workers Compensation Statutory
 - 20.3.3.2 Employers' Liability
 - 20.3.3.2.1 Each accident \$1,000,000
 - 20.3.3.2.2 Disease – Each employee \$1,000,000
 - 20.3.3.2.3 Disease – Policy Limit \$1,000,000
 - 20.3.3.3 Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents and employees for losses arising from work performed by or on behalf of the Contractor.

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20.3.3.4 This requirement shall not apply to each Contractor or subcontractor that is exempt under A.R.S. § 23.901 and when such Contractor or subcontractor executes the appropriate waiver form (Sole Proprietor or Independent Contractor).

20.3.4 Professional Liability (Errors and Omissions Liability)

20.3.4.1 Each Claim \$2,000,000

20.3.4.2 Annual Aggregate \$2,000,000

20.3.5 In the event that the Professional Liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract and, either continuous coverage will be maintained, or an extended discovery period will be exercised, for a period of two (2) years beginning at the time work under this Contract is completed.

20.3.6 The policy shall cover professional misconduct or negligent acts for those positions defined in the Scope of Work of this contract.

20.4 Additional Insurance Requirements

The policies shall include, or be endorsed to include, as required by this written agreement, the following provisions:

20.4.1 The Contractor's policies as applicable, shall stipulate that the insurance afforded the Contractor shall be primary and that any insurance carried by the Department, its agents, officials, employees or the State of Arizona shall be excess and not contributory insurance, as provided by A.R.S. § 41-621 (E).

20.4.2 Insurance provided by the Contractor shall not limit the Contractor's liability assumed under the indemnification provisions of this Contract.


20.5 Notice of Cancellation

Applicable to all insurance policies required within the Insurance Requirements of this Contract, Contractor's insurance shall not be permitted to expire, be suspended, be canceled, or be materially changed for any reason without thirty (30) days prior written notice to the State of Arizona. Within two (2) business days of receipt, Contractor must provide notice to the State of Arizona if they receive notice of a policy that has been or will be suspended, canceled, materially changed for any reason, has expired, or will be expiring. Such notice shall be sent directly to the Department and shall be mailed, emailed, or hand delivered to Arizona Department of Health Services, 150 N 18th Ave, Suite 260, Phoenix, AZ 85007.

20.6 Acceptability of Insurers

Contractor's insurance shall be placed with companies licensed in the State of Arizona or hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers. Insurers shall have an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

20.7 Verification of Coverage

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Contractor shall furnish the State of Arizona with certificates of insurance (COI) (valid ACORD form or equivalent approved by the State of Arizona) evidencing that Contractor has the insurance as required by this Contract. An authorized representative of the insurer shall sign the certificates.

- 20.7.1 All such certificates of insurance and policy endorsements must be received by the State before work commences. The State's receipt of any certificates of insurance or policy endorsements that do not comply with this written agreement shall not waive or otherwise affect the requirements of this agreement.
- 20.7.2 Each insurance policy required by this Contract must be in effect at, or prior to, commencement of work under this Contract. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.
- 20.7.3 All certificates required by this Contract shall be sent directly to the Department. The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete copies of all insurance policies required by this Contract at any time.

20.8 Subcontractors

Contractor's certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall be responsible for ensuring and/or verifying that all subcontractors have valid and collectable insurance as evidenced by the certificates of insurance and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum Insurance Requirements identified above. The Department reserves the right to require, at any time throughout the life of this contract, proof from the Contractor that its subcontractors have the required coverage.

20.9 Approval and Modifications


The Contracting Agency, in consultation with State Risk, reserves the right to review or make modifications to the insurance limits, required coverages, or endorsements throughout the life of this contract, as deemed necessary. Such action will not require a formal Contract amendment but may be made by administrative action.

20.10 Exceptions

In the event the Contractor or subcontractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a certificate of self-insurance. If the Contractor or subcontractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

21. Health Insurance Portability and Accountability Act of 1996

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

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21.2 If applicable, and 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.

22. Pandemic Contractual Performance

22.1 The State shall require a written plan that illustrates how the Contractor shall perform up to contractual standards in the event of a pandemic. The State may require a copy of the plan at any time prior or post award of a Contract. At a minimum, the pandemic performance plan shall include:

- 22.1.1 Key succession and performance planning if there is a sudden significant decrease in Contractor's workforce;
- 22.1.2 Alternative methods to ensure there are products in the supply chain; and
- 22.1.3 An up to date list of company contacts and organizational chart.


22.2 In the event of a pandemic, as declared by the Governor of Arizona, U.S. Government, or the World Health Organization, which makes performance of any term under this Contract impossible or impracticable, the State shall have the following rights:

- 22.2.1 After the official declaration of a pandemic, the State may temporarily void the Contract(s) in whole or specific sections, if the Contractor cannot perform to the standards agreed upon in the initial terms;
- 22.2.2 The State shall not incur any liability if a pandemic is declared and emergency procurements are authorized by the Director as per A.R.S. 41-2537 of the Arizona Procurement Code; and
- 22.2.3 Once the pandemic is officially declared over and/or the Contractor can demonstrate the ability to perform, the State, at its sole discretion, may reinstate the temporarily voided Contract(s).

22.3 The State, at any time, may request to see a copy of the written plan from the Contractor. The Contractor shall produce the written plan within seventy-two (72) hours of the request.

23. Data Universal Numbering System (DUNS)

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 subrecipient under an award or subaward to a non-Federal entity) may receive a subaward from ADHS unless the entity provides its Data Universal Numbering System (DUNS) Number to ADHS.

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24. New Services

The State, at its sole discretion may allow new services identified by the Contractor or ADHS to be incorporated. The request may be submitted at any time during the Contract period. The requested services shall align with the current Scope of Work, Requirements, Deliverables, and Price List.

25. 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.frs.gov/>


If applicable, the Contractor/Grantee shall submit to ADHS via email the Grant Reporting Certification Form. This form and the instructions can be downloaded from the ADHS Procurement website at <http://www.azdhs.gov/operations/financial-services/procurement/index.php#ffata> and must be returned to the ADHS by the 15th of the month following that in which the award was received. The form shall be completed electronically, and submitted using the steps outlined in the Grant Reporting Certification Form Instructions to the following email address: ADHS_Grant@azdhs.gov. All required fields must be filled including Top Employee Compensation, if applicable. Completing the Grant Reporting Certification Form is required for compliance with the Office of Management and Budget (OMB), found at <http://www.whitehouse.gov/omb/>. Failure to timely submit the Grant Reporting Certification Form could result in the loss of funds. This requirement applies to all subcontractors/sub-awardees utilized by the Contractor/Grantee for amounts exceeding \$30,000.00 during the term of the Award.

26. Transition Activities

- 26.1 The Contractor shall support the transfer of the Evaluation Reports at the conclusion of its Contract;
- 26.2 Upon termination of this Contract, if ADHS anticipates a continued need for the Contract Services specified herein and a contract is awarded to a new Contractor, there shall be a transition of services period of not less than thirty (30) days. During this period, the existing Contractor shall work closely with the new Contractor, or Contractors, personnel and/or staff to ensure a smooth and complete transfer of duties and responsibilities;
- 26.3 An authorized representative from ADHS shall coordinate all transition activities. A transition plan will be developed in conjunction with the outgoing Contractor to assist the new Contractor, or Contractors, personnel and/or staff to implement the transfer of duties;
- 26.4 ADHS reserves the right to determine which projects nearing completion will remain with the current Contractor of record.
- 26.5 The Contractor shall return all ADHS equipment, reports, and any other documentation developed during the term of the Contract that ADHS deems necessary to maintain ongoing operations.

27. Contracting; Procurement; Investment; Prohibitions


- 27.1 A public entity may not enter into a contract with a company to acquire or dispose of services, supplies, information technology or construction unless the contract includes a written certification that the company is not currently engaged in, and agrees for the duration of the contract to not engage in, a boycott of Israel.
- 27.2 A public entity may not adopt a procurement, investment or other policy that has the effect of inducing or requiring a person or company to boycott Israel.

	CONTRACT AMENDMENT		ARIZONA DEPARTMENT OF HEALTH SERVICES OFFICE OF PROCUREMENT 150 N 18 th Ave., Ste. #530 Phoenix, Arizona 85007
	CONTRACT NO.: CTR050602	AMENDMENT NO.: 4	Procurement Officer: Lucas Terry

28. Fingerprinting and Criminal History Disclosure

The provisions of A.R.S. § 46-141 are hereby incorporated as provisions of this Contract as they pertain to any new personnel not already covered by this requirement.

- 28.1 Personnel who are employed by any provider, whether paid or not, and who are required or allowed to provide services directly to juveniles shall certify on forms provided by the Department of Public Safety and notarized whether they have ever committed any act of sexual abuse of a child, including sexual exploitation and commercial sexual exploitation, or any act of child abuse.
- 28.2 This Contract may be canceled or terminated if the fingerprint check or the certified form of any person who is employed by a provider, whether paid or not, and who is required or allowed to provide services directly to juveniles, discloses that a person has committed or is awaiting trial on any of the following criminal offenses in this state or similar offenses in another state or jurisdiction:
 - 28.2.1 Sexual abuse of a minor; sexual abuse of a vulnerable adult; incest; first or second-degree murder; sexual assault; sexual exploitation of a minor; sexual exploitation of a vulnerable adult; commercial sexual exploitation of a minor; commercial sexual exploitation of a vulnerable adult; child prostitution as prescribed in section 13-3212; child abuse; abuse of a vulnerable adult; sexual conduct with a minor; molestation of a child; molestation of a vulnerable adult; a dangerous crime against children as defined in section 13-604.01; exploitation of minors involving drug offenses; taking a child for the purposes of prostitution as prescribed in section 13-3206; and neglect or abuse of a vulnerable adult.
- 28.3 The Contractor shall assume the costs of fingerprint checks and may charge these costs to its fingerprinted personnel.

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PIMA COUNTY CTR050602

COST REIMBURSEMENT LINE ITEM BUDGET SFY 2024 (7/1/23-6/30/24)

ACCOUNT CLASSIFICATION	AMOUNT
Personnel	\$131,880.00
ERE	\$35,141.00
Professional & Outside Services	\$2,000.00
Travel Expense	\$8,365.00
Occupancy	\$0.00
Operating Expenses/ Other Operating	\$6,123.10
Capital Outlay Expense	\$0.00
Indirect (if authorized) 0.9% of total	\$18,350.90
TOTAL	\$201,860.00

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

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


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Exhibit - 2 CFR 200.332

§ 200.332

Requirements for pass-through entities.

All pass-through entities must:

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

Prime Awardee:	Arizona Department of Health Services
DUNS #	804745420
Federal Award Identification (Grant Number):	1 X10MC46851-01-00
Subrecipient name (which must match the name associated with its unique entity identifier):	<u>Pima County Health Department</u>
Subrecipient's unique entity identifier (DUNS #):	_____
Federal Award Identification Number (FAIN, sometimes it's the same as the Grant Number):	<u>X1046851</u>
Federal Award Date (see the definition of Federal award date in § 200.1 of this part) of award to the Subaward Period of Performance Start and End Date;	<u>08/22/2022</u>
Subaward Budget Period Start and End Date:	<u>9/30/2022 - 9/29/2024</u>
Amount of Federal Funds Obligated by this action by the pass-through entity to the subrecipient (this is Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the Total Amount of the Federal Award committed to the subrecipient by the pass-through entity Federal award project description, as required to be responsive to the Federal Funding Accountability	<u>\$35,325.50</u>
	<u>\$10,779,975.00</u>
	<u>\$10,779,975.00</u>
	<u>Maternal, Infant, and Early Childhood Home Visiting Grant</u>
	<u>Program</u>
	<u>Health Resources and Services Administration (HRSA)</u>
	<u>Janene Dyson</u>
	<u>Email: jdyson@hrsa.gov</u>
	<u>Phone: (301) 443-8325</u>

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

Assistance Listings number and Title; the pass- 93.87 through entity must identify the dollar amount made Identification of whether the award is R&D No

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