

COB - BOSAIR FORM

10/29/2025 12:51 PM (MST)

Submitted by Angelica.Aros@pima.gov



BOARD OF SUPERVISORS AGENDA ITEM REPORT (BOSAIR)

All fields are required. Enter N/A if not applicable. For number fields, enter 0 if not applicable.

Record Number: PO HD PO2500034674

Award Type: Contract

Is a Board Meeting Date Requested? Yes

Requested Board Meeting Date: 11/04/2025

Signature Only:

NO

Procurement Director Award / Delegated Award: • N/A

Supplier / Customer / Grantor / Subrecipient: The Arizona Department of Health Services (ADHS)

Project Title / Description: Continuity of Woman, Infants and Children (WIC) Program in Pima County

Purpose: Due to the Federal shutdown, Arizona Department of Health Services (ADHS) reports that funding for Women, Infants and Children (WIC) food and formula benefits is currently available only through mid-November. This agreement will allow the County to provide interim funding to ensure the Pima County WIC program can continue to provide uninterrupted infant food and formula benefits to Pima County WIC participants during the ongoing shutdown. Without interim funding from the County, more than 4,400 infants enrolled in WIC across Pima County may lose access to critical nutrition. This initial request will only cover November 15, 2025, to November 30, 2025. Depending upon availability of Federal Funding, additional support may be requested.

Procurement Method: IGAs: This IGA is a non Procurement contract and not subject to Procurement rules.

Procurement Method Additional Info: N/A

Program Goals/Predicted Outcomes: Ensure uninterrupted infant food and formula benefits for Pima County WIC participants during the ongoing partial Federal government shutdown.

TO: COB, 10/29/25 (1)
VERSION: 0
PAGES: 8

ADDENDUM

OCT30'25AM1155P0

Public Benefit and Impact: Providing interim County funding will ensure WIC eligible infants receive essential formula benefits until Federal funding resumes. Without additional support, more than 4,400 infants enrolled in WIC across Pima County may lose access to critical nutrition.

Budget Pillar • Improve the quality of life

Support of Prosperity Initiative: • 2. Improve Quality of Life and Opportunity in High Poverty Areas

Provide information that explains how this activity supports the selected Prosperity Initiatives Funding for Pima County Women, Infants and Children (WIC) program to continue food and formula benefits during Federal shutdown. Without additional support, more than 4,400 infants enrolled in WIC across Pima County may lose access to critical nutrition.

Metrics Available to Measure Performance: ADHS will keep and maintain proper and complete books, records and accounts. Upon request, ADHS shall provide aggregated financial reporting (e.g., monthly or quarterly) demonstrating how the county contingency funds were utilized to serve Pima County participants, including documentation of expenditures and food benefit issuance. Individual WIC participant information will not be provided.

Retroactive:

NO

Contract / Award Information

Record Number: PO HD PO2500034674

Document Type: PO

Department Code: HD

Contract Number: PO2500034674

Commencement Date: 11/15/2025

Termination Date: 02/28/2026

Total Expense Amount:

\$399,440.00

Total Revenue Amount:

\$0.00

Funding Source Name(s)
Required:

General Fund

Funding from General Fund?

YES

If Yes Provide Total General Funds:

\$399,440.00

Percent General Funds

100%

Contract is fully or partially funded with Federal Funds?

NO

Were insurance or indemnity clauses modified?

NO

Vendor is using a Social Security Number?

NO

Department:

Health

Name:

Angelica Aros

Telephone:

(520) 724-7495

Add Procurement Department Signatures

No

Add GMI Department Signatures

No

Department Director Signature: _____

Date: 10/30/2025

Deputy County Administrator Signature: _____

Date: 10-30-2025

County Administrator Signature: _____

Date: 10/30/2025

Pima County Department of Health

Project: Continuity of Woman, Infant, and Child (WIC) Program in Pima County

In Collaboration With: The Arizona Department of Health Services

Amount: \$399,440.00

Agreement No.: PO2500034674

Funding: General Fund

Intergovernmental Agreement

1. Parties and Background.

- 1.1. Parties. This Contract is between Pima County, a body politic and corporate of the State of Arizona ("County"), and the Arizona Department of Health Services ("ADHS").
- 1.2. Purpose. The Arizona Department of Health Services (ADHS), through its Bureau of Nutrition and Physical Activity (BNPA), administers funds provided by the United States Department of Agriculture (USDA) for the operation of the Arizona WIC Program and the Breastfeeding Peer Counseling (BFPC) Program within the State of Arizona. These USDA programs are discretionary and designed to provide targeted nutrition support and education to low-income women, infants, and children who are at nutritional risk. The overall purpose of these programs is to increase food security and reduce hunger by providing eligible participants with access to nutritious foods and supportive nutrition services. Due to the federal government shutdown on October 1, 2025, the Arizona WIC Program currently has limited WIC food funds to continue serving participants. In the event ADHS does not receive additional WIC food funds from the USDA, all eWIC cards will be deactivated, and WIC participants will be unable to redeem their food benefits.
- 1.3. Authority. County and ADHS are authorized to enter into this intergovernmental agreement with one another for joint or cooperative action pursuant to A.R.S. § 11-951 through 11-954.

2. Term.

- 2.1. Initial Term. The term of this Contract commences on November 15, 2025, and will terminate on February 28, 2026, "Term," when used in this Contract, means the Initial Term plus any exercised extension options under Section 2.2. If the commencement date of the Initial Term is before the signature date of the last party to execute this Contract, the parties will, for all purposes, deem the Contract to have been in effect as of the commencement date.

- 2.2. Extension Options. The County may renew this Agreement monthly for additional funds at the County's discretion. An Extension Option will be effective only upon execution by the Parties of a formal written amendment.
3. **Scope of Services.** To maintain continuity of service, ADHS will continue serving the WIC-eligible infants within the Pima County service area to include three WIC Programs: Pima County, El Rio Community Health Center, and Marana Health until funds are completely used or funding from the USDA is restored. Food package issuance shall follow USDA WIC Federal Regulations (e.g., this means providing entire food packages).
4. **Compensation and Payment.** County's total payments to ADHS under this Agreement may not exceed \$399,440 (the "NTE Amount"). The NTE Amount can only be changed by a formal written amendment executed by the Parties. ADHS is not required to provide any services, payment for which will cause the County's total payments under this Agreement to exceed the NTE Amount; if ADHS does so, it is at ADHS's own risk. County will wire transfer \$399,440 immediately after processing the signed agreement.
- 4.1. Use of Funds. The county contingency funds shall be used exclusively to support the food package costs associated with the WIC-eligible infants within the Pima County service area, to include three WIC Programs: Pima County, El Rio Community Health Center, and Marana Health. Food package issuance shall follow USDA WIC Federal Regulations (e.g., this means providing entire food packages).
- 4.1.1. If the county elects to fund WIC participants at health centers in the respective county, the county will ensure that they coordinate with the health center. This includes the health center verifying it can cover personnel costs if ADHS does not receive additional Nutrition Services and Administration (NSA) funds.
- 4.1.2. The county will manage participant transfers from other agencies and/counties, operational decision-making on serving these participants, and all related communications.
- 4.1.3. Pima County does not agree to serve WIC participants outside of the local agencies identified above.
- 4.2. Unspent Funds. ADHS shall return any unspent county contingency funds within forty-five (45) days after such funds are no longer required to serve Pima County participants.
- 4.3. Repayment of Funds. Pima County understands that any retroactive reimbursement of spent funds may not be reimbursed by ADHS as the reimbursement is dependent on ADHS receiving full retroactive funds from USDA.
5. **Reporting and Documentation.** ADHS will keep and maintain proper and complete books, records and accounts. Upon request, ADHS shall provide aggregated financial reporting (e.g., monthly or quarterly) demonstrating how the county contingency funds were utilized to serve Pima County participants, including documentation of expenditures and food benefit issuance. Individual WIC participant information will not be provided.

- 5.1. Audit and Oversight. Both Pima County and ADHS (or their authorized designees) shall have the right to review, audit, and verify all expenditures and supporting documentation related to the county contingency funds.
- 5.2. Record Retention. Both parties must retain all financial and programmatic records related to this agreement for a period of five (5) years and five (5) months following the end of the federal fiscal year (FFY) on September 30th.
 - 5.2.1. Pursuant to A.R.S. § 35-214 and § 35-215, all records shall be subject to inspection and audit by the State of Arizona at reasonable times. Upon request, the ADHS and County shall produce legible copies of any such records.
6. **Insurance.** Each party warrants that it is self-insured pursuant to statutory authority. The parties agree that the general liability coverage and the professional liability coverage afforded by these self-insurance programs are sufficient to fully cover its liability under this IGA.
7. **Indemnification.** Each party (as "Indemnitor") agrees to indemnify, defend, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "claims") for bodily injury of any person (including death) or property damage, but only to the extent that such injury or damage is caused or alleged to be caused by a negligent or intentionally wrongful act or omission of the Indemnitor, or of any of its officers, officials, agents, employees, or volunteers.
8. **Laws and Regulations.**
 - 8.1. Compliance with Laws. Contractor will comply with all federal, state, and local laws, rules, regulations, standards and Executive Orders.
 - 8.2. Choice of Law; Venue. The laws and regulations of the State of Arizona govern the rights and obligations of the parties under this Contract. Any action relating to this Contract must be filed and maintained in the appropriate court of the State of Arizona in Pima County.
 - 8.3. Program requirements. Parties will also comply with program requirements, including but not limited to 7 CFR Part 246, The Arizona WIC policy and Procedure Manual, and 2 CFR Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards).
9. **Assignment.** ADHS may not assign its rights or obligations under this Agreement, in whole or in part, without the County's prior written approval. County may withhold approval at its sole discretion.
10. **Non-Discrimination.** The Parties will comply with all provisions and requirements of Arizona Executive Order 2009-09, which is hereby incorporated into this contract, including flow-down of all provisions and requirements to any subcontractors. During the performance of this Contract, Contractor will not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.

11. **Americans with Disabilities Act.** The Parties will comply with Title II of the Americans with Disabilities Act (Public Law 110-325, 42 U.S.C. §§ 12101-12213) and the federal regulations for Title II (28 CFR Part 35).
12. **Cancellation for Conflict of Interest.** This Contract is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511, the pertinent provisions of which are incorporated into this Contract by reference.
13. **Termination.**
 - 13.1. Without Cause. Either Party may terminate this Agreement at any time with or without cause, by serving a written notice upon the other Party, at least 30 days before the effective date of the termination. In the event of such termination, County's only obligation to ADHS will be payment for services rendered prior to the date of termination.
 - 13.2. Non-Appropriation. Notwithstanding any other provision in this Agreement, either Party may terminate this Agreement if for any reason there are not sufficient appropriated and available monies for the purpose of maintaining the party's obligations under this Agreement. In the event of such termination, County will have no further obligation to ADHS, other than to pay for services rendered prior to termination.
14. **No Third-Party Beneficiaries.** Nothing in this IGA is intended to create duties or obligations to or rights in third parties not parties to this IGA or affect the legal liability of either party to the IGA by imposing any standard of care with respect to the maintenance of public facilities different from the standard of care imposed by law.
15. **Notice.** Any notice required or permitted to be given under this Agreement must be in writing and be served by personal delivery or by certified mail upon the other party as follows:

County:

Dr. Theresa Cullen
Director
Pima County Health Department
3950 S. Country Club Road
Suite 100
Tucson, AZ 85714

ADHS:

Marlene Hernandez
Arizona WIC Director
150 N. 18th Avenue
Phoenix, AZ 85007

16. **Non-Exclusive Agreement.** ADHS understands that this Agreement is nonexclusive and is for the sole convenience of County. County reserves the right to obtain like services from other sources for any reason.
17. **Remedies.** Either party may pursue any remedies provided by law for the breach of this Agreement. No right or remedy is intended to be exclusive of any other right or remedy and each is cumulative and in addition to any other right or remedy existing at law or at equity or by virtue of this Agreement.

18. **Severability.** Each provision of this Agreement stands alone, and any provision of this Agreement found to be prohibited by law will be ineffective to the extent of such prohibition without invalidating the remainder of this Agreement.

19. **Public Records.**

19.1. **Disclosure.** Pursuant to A.R.S. § 39-121 et seq., and A.R.S. § 34-603(H) in the case of construction or Architectural and Engineering services procured under A.R.S. Title 34, Chapter 6, all documents submitted in response to the solicitation resulting in award of this Contract, including, but not limited to, pricing schedules, product specifications, work plans, and any supporting documents, are public records. As such, those documents are subject to release and/or review by the general public upon request, including competitors.

19.2. **Records Marked Confidential; Notice and Protective Order.** If Contractor reasonably believes that some of those records contain proprietary, trade-secret or otherwise-confidential information, Contractor must prominently mark those records "CONFIDENTIAL." In the event a public-records request is submitted to County for records marked CONFIDENTIAL, County will notify Contractor of the request as soon as reasonably possible. County will release the records 10 business days after the date of that notice, unless Contractor has, within that period, secured an appropriate order from a court of competent jurisdiction, enjoining the release of the records. County will not, under any circumstances, be responsible for securing such an order, nor will County be in any way financially responsible for any costs associated with securing such an order.

20. **Legal Arizona Workers Act Compliance.** The parties hereby warrants that they will at all times during the term of this Contract comply with all federal immigration laws applicable to its employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor will further ensure that each subcontractor who performs any work for Contractor under this Contract likewise complies with the State and Federal Immigration Laws.

20.1. Remedies for Breach of Warranty. Any breach of Contractor's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, is a material breach of this Contract subjecting Contractor to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor will be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor, as soon as possible so as not to delay project completion. Any additional costs attributable directly or indirectly to such remedial action are the responsibility of Contractor.

20.2. Subcontractors. Contractor will advise each subcontractor of County's rights, and the subcontractor's obligations, under this Section 24 by including a provision in each subcontract substantially in the following form:

"Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to

Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor is a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

20.3 E-Verify Requirements. In accordance with A.R.S. § 41-4401, ADHS 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.

21. **Grant Compliance.** Not Applicable.
22. **Israel Boycott Certification.** Pursuant to A.R.S. § 35-393.01, if Contractor engages in for-profit activity and has 10 or more employees, and if this Contract has a value of \$100,000.00 or more, Contractor certifies it is not currently engaged in, and agrees for the duration of this Contract to not engage in, a boycott of goods or services from Israel. This certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842.
23. **Forced Labor of Ethnic Uyghurs.** Pursuant to A.R.S. § 35-394, if Contractor engages in for-profit activity and has 10 or more employees, Contractor certifies it is not currently using, and agrees for the duration of this Contract to not use (1) the forced labor of ethnic Uyghurs in the People's Republic of China; (2) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and (3) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. If Contractor becomes aware during the term of the Contract that Contractor is not in compliance with A.R.S. § 35-394, Contractor must notify the County within five business days and provide a written certification to County regarding compliance within one hundred eighty days.
24. **Heat Injury and Illness Prevention and Safety Plan.** Pursuant to Pima County Procurement Code 11.40.030, Contractor hereby warrants that if Contractor's employees perform work in an outdoor environment under this Contract, Contractor will keep on file a written Heat Injury and Illness Prevention and Safety Plan. At County's request, Contractor will provide a copy of this plan and documentation of heat safety and mitigation efforts implemented by Contractor to prevent heat-related illnesses and injuries in the workplace. Contractor will post a copy of the Heat Injury and Illness Prevention and Safety Plan where it is accessible to employees. Contractor will further ensure that each subcontractor who performs any work for Contractor under this Contract complies with this provision.
25. **Amendment.** The parties may modify, amend, alter or extend this Contract only by a written amendment signed by the parties.
26. **Third Party Antitrust Violations.** ADHS assigns to the County 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.

27. **Entire Agreement.** This document constitutes the entire agreement between the parties pertaining to the subject matter it addresses, and this Contract supersedes all prior or contemporaneous agreements and understandings, oral or written.

This agreement will become effective when all parties have signed it. The effective date of the agreement will be the date this agreement is signed by the last party (as indicated by the date associated with that party's signature).

PIMA COUNTY

Chair, Board of Supervisors

Date

ATTEST

Clerk of the Board

Date

APPROVED AS TO FORM

Deputy County Attorney

Jonathan Pinkney

Print DCA Name

10/29/25
Date

Arizona Department of Health Services

Gina Corwin

Digitally signed by Gina
Corwin
Date: 2025.10.29 18:12:01
-07'00'

Authorized Officer Signature

Gina Corwin, Chief Procurement Officer

Printed Name and Title

10/29/2025

Date

ADHS ID: IGA2026-002

APPROVED AS TO FORM

Assistant Attorney General

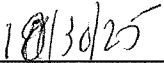
PATRICIA C. LAMAGNA

10/30/25
Date

APPROVED AS TO CONTENT



Director



Date