



BOARD OF SUPERVISORS AGENDA ITEM REPORT AWARDS / CONTRACTS / GRANTS

Award Contract Grant

Requested Board Meeting Date: April 18, 2023

* = Mandatory, information must be provided

or Procurement Director Award:

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

The Tohono O'odham Nation

***Project Title/Description:**

Intergovernmental Agreement (IGA) between the Tohono O'odham Nation (TON) and Pima County.

***Purpose:**

In October 2021, at the request of the Arizona Department of Health Services (ADHS) and TON, Pima County accepted a grant from the ADHS to process COVID-19 Health Disparities grant funds to the TON. This IGA was approved by the Board of Supervisors on June 7, 2022 as the mechanism for passing these grant funds on to the TON for agreed activities, aligned with their priorities, undertaken to address the disproportionate impacts of COVID-19 on racial and ethnic minorities and rural populations through testing, vaccination, education / outreach, collaboration and system improvement.

Subsequent requests from TON require modification of the original agreement. These are brought back to the BOS for their consideration and action.

***Procurement Method:**

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

***Program Goals/Predicted Outcomes:**

Funding will be used by TON to:

1. Hire a Program Coordinator to coordinate a Response Team that will implement program activities;
2. Promote and coordinate mobile testing clinics and vaccination Points of Dispensary;
3. Disseminate COVID-19 information through printed materials and digital communications;
4. Develop and use a standardized data-tracking tool for use in the field;
5. Expand capacity of the Community Health Representatives; and
6. Engage with COVID-19 response teams across Pima County.

***Public Benefit:**

Native American populations in Arizona have been severely impacted by COVID-19, including case rates, severe illness, hospitalization and mortality during the COVID-19 pandemic. This IGA will pass on federal grant funds aimed at improving response efforts on the Tohono O'odham Nation, in coordination with the Pima County Health Department and the Arizona Department of Health Services, through enhanced community education and outreach, communications and care coordination.

***Metrics Available to Measure Performance:**

- Activities completed as compared to the work plan submitted and approved by ADHS.
- Monthly expenditure reports submitted to the County and then to ADHS.
- Quarterly written progress reports submitted to the County and then to ADHS.

***Retroactive:**

Yes. The IGA is retroactive until January 18, 2022. A version of this IGA was approved by the TON Tribal Legislative Council on May 12, 2022. The BOS then approved it on June 7, 2022. If not approved, Pima County will not have a mechanism by which to pass on funding received from ADHS for the TON.

6 MI Approves
3/31/23
(Signature)

TO: CWB 4-5-23 ①
VERS: 1
PGS.: 45

APR04*23PM0132 PD

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: CT Department Code: HD Contract Number (i.e., 15-123): 22x123 23-123
Commencement Date: 01/18/2022 Termination Date: 05/31/2024 Prior Contract Number (Synergen/CMS): N/A
Expense Amount \$ 199,998.00 * Revenue Amount: \$

*Funding Source(s) required: Centers for Disease Control and Prevention via ADHS CTR057420

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? 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: Department Code: Grant Number (i.e., 15-123):
Commencement Date: Termination Date: Amendment Number:
Match Amount: \$ Revenue Amount: \$

*All Funding Source(s) required:

*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)?

Contact: Sharon Grant

Department: Health

Telephone: 724-7842

Department Director Signature: [Signature] Date: 3/27/2023

Deputy County Administrator Signature: [Signature] Date: 31 Nov 2023

County Administrator Signature: [Signature] Date: 4/2/2023

**MEETING SUMMARY REPORT - THE MINUTES WILL BE POSTED
AT www.pima.gov/cob AFTER APPROVAL BY THE BOARD OF
SUPERVISORS**

**Pima County Board of Supervisors' Meeting
130 W. Congress St., Hearing Room, 1st Fl.
June 7, 2022 9:00 a.m.**

1. **ROLL CALL**
2. **PLEDGE OF ALLEGIANCE**
3. **LAND ACKNOWLEDGEMENT STATEMENT**
4. **PAUSE 4 PAWS**

PRESENTATION

5. Presentation of the Dr. June Webb-Vignery Advocacy Award from the Metropolitan Education Commission presented by Dr. June Webb-Vignery and Mrs. Mary Belle McCorkle, to the Pima County Board of Supervisors in recognition of their extraordinary work during the pandemic. (District 3)
no Board action taken
6. **E-Pollbook Demonstration**
Electronic pollbook demonstration provided by the Elections Department.
no Board action taken

PRESENTATION/PROCLAMATION

7. Presentation of a proclamation to Matthew McGlone, Community Outreach Coordinator, Pima County Office of Emergency Management, Ken Drozd, Warning Coordination Meteorologist, National Oceanic and Atmospheric Administration and Courtney Slanaker, Executive Director, Southern Arizona Red Cross, proclaiming the week of June 12 through 18, 2022 to be: "MONSOON SAFETY AWARENESS WEEK"
approve

7. Portable Practical Educational Preparation, Inc., to provide for workforce development services (adults), USDOL/ADES WIOA Fund, contract amount \$252,098.04 (CT-CR-22-298)
approve on the Consent Calendar
8. Portable Practical Educational Preparation, Inc., to provide for workforce development services (dislocated workers), USDOL/ADES WIOA Fund, contract amount \$143,637.62 (CT-CR-22-299)
approve on the Consent Calendar
9. City of Tucson, to provide an intergovernmental cooperative agreement for the Consortium of the Federal Home Program for Federal Fiscal Years 2023 - 2025, no cost/3 year term (CTN-CR-22-146)
approve

Health

10. The Tohono O'odham Nation, to provide an intergovernmental agreement for COVID-19 Health Disparities grant funds, Centers for Disease Control and Prevention via ADHS Fund, contract amount \$199,998.00 (CT-HD-22-123)
approve on the Consent Calendar

Office of Sustainability and Conservation

11. National Park Service, Amendment No. 1, to provide a cooperative agreement to collaborate on conservation, extend contract term to 6/19/27 and amend contractual language, no cost (CTN-SUS-17-209)
approve on the Consent Calendar

Procurement

12. **Award**
Award: Master Agreement No. MA-PO-22-168, Sierra Vista Glass, d.b.a. Vista Glass (Headquarters: Tucson, AZ), to provide for as-needed and emergency glass repair. This master agreement is for an initial term of one (1) year in the annual award amount of \$380,000.00 (including sales tax) and includes four (4) one-year renewal options. Funding Source: General Fund. Administering Department: Facilities Management.
approve on the Consent Calendar
13. Arizona Communication Experts, Inc., Solutions i3, L.L.C., and Sturgeon Electric Company, Inc., to provide a job order master agreement for structured cabling services, Various Funds, contract amount \$2,000,000.00 (MA-PO-22-179) Facilities Management
approve on the Consent Calendar

**INTER-GOVERNMENTAL AGREEMENT
BETWEEN
THE TOHONO O'ODHAM NATION
AND
PIMA COUNTY**

This Inter-Governmental Agreement (“Agreement”) is made and entered into by and between the Tohono O’odham Nation, a federally recognized Indian tribe (the “Nation”), on behalf of the Tohono O’odham Nation Department of Health and Human Services (the “TODHHS”) and Pima County, a body politic and corporate of the State of Arizona (the “County”) on behalf of the Pima County Health Department (the “PCHD”).

Background and Purpose

TODHHS is a tribal organization that provides comprehensive health and social services on the Tohono O’odham Reservation in Arizona. TODHHS works closely with Tohono O’odham Nation Health Care (the “TONHC”), a tribally run health care organization on the Nation that provides primary care, inpatient and emergency care through several clinics (San Xavier Health Center, Santa Rosa Health Center and San Simon Health Center) and at the Sells hospital. TODHHS and TONHC provide such services under a Compact and Funding Agreements with the Secretary of Health and Human Services as authorized by Title V of the Indian Self-Determination and Education Act of 1975, as amended, 25 U.S.C. §§ 5301-5423.

PCHD is the county health department for the county that encompasses much of the Tohono O’odham Nation.

In August 2021, Tohono O’odham Nation Chairman Ned Norris Jr. requested assistance from and collaboration with the PCHD in ongoing efforts to reduce COVID-19-related impacts within the Tohono O’odham Nation. This request was approved by the Pima County Administrator, Mr. Chuck Huckelberry, and collaboration on vaccination outreach began in September 2021. This activity relies upon the recently executed Intergovernmental Agreement (IGA) between the Tohono O’odham Nation and the PCHD to expand mobile COVID-19 testing, vaccination and mitigation activity at the request of and with the Nation, as outlined in the IGA (CTN-HD-21-082). The program of work outlined in the current IGA is consistent with the approved collaborative activity currently underway on the Nation throughout the Districts to increase vaccination education, awareness and uptake, in partnership with the TODHHS and TONHC personnel, and contracted providers.

The Arizona Department of Health Services was awarded funding from the Centers for Disease Control and Prevention (CDC) for the National Initiative to Address COVID-19 Health Disparities among Populations at High-Risk and Underserved, Including Racial and Ethnic

CTN-HD-22-123-00 TON & PCHD COVID Page 1 of 12

Minority Populations and Rural Communities (CDC-RFA-OT21-2103). The approved grant funding for the Arizona Department of Health Services (ADHS) included an allocation of \$199,998 for the PCHD to fund the Tohono O’odham Nation to deliver the priorities determined by the Nation and aligned with the grant strategies and activities. This funding was received from ADHS in IGA CTR057420 and approved by the Pima County Board of Supervisors on October 19, 2021.

The purpose of this Agreement is to clarify the relative roles and responsibilities of both parties.

NOW, THEREFORE, the Parties agree as follows:

1. **Scope of Work.** The PCHD will work with the Tohono O’odham Nation to meet requirements of ADHS and the CDC, including the submission of a work plan, a budget, and quarterly reporting of progress and expenditures. All activities are expected to be completed by May 31, 2024.
 - 1.1 The CDC ADHS Health Disparities Grant will enable the Tohono O’odham Nation Department of Health and Human Services, Community Health Services program to:
 - 1.1.1 Hire additional program staff to coordinate a Response team to focus on COVID-19 education and outreach.
 - 1.1.2 Support expanded testing and vaccination outreach efforts.
 - 1.1.3 Develop culturally relevant educational materials that take into account the cultural and linguistic needs of Tohono O’odham communities and living situations.
 - 1.1.4 Develop mitigation and prevention through at-home, self-administered COVID-19 testing kits.
 - 1.1.5 Provide ongoing training and practice support for Community Health Representatives and other Response Team personnel.
 - 1.2 Responsibilities of the TODHHS include but are not limited to:
 - 1.2.1 In Year 1 TODHHS will hire and train a Program Coordinator (1.0 FTE) to coordinate a Response Team that will implement program activities. The Response Team will also include at least three dedicated COVID-19 focused and district assigned Community Health Representatives (CHRs) funded by other means.
 - 1.2.2 The Response Team will arrange, promote and help coordinate and staff mobile testing clinics or vaccination Points of Dispensary (PODs) with community partners, Districts and Communities. The Response team will also coordinate with ongoing community events to ensure mobile testing opportunities are included and promoted and COVID-19 related information and education is

provided at these events to address community member questions and concerns. Information and support for incentives will be arranged to encourage greater participation. The Response Team will be available to field calls from community members about testing options, vaccination opportunities and other COVID-19 related questions. Referrals will continue to be made to and from the TONHC Public Health Nursing (PHN) team and other sources, such as school personnel, for those at-risk community members needing at home vaccination or testing assistance.

- 1.2.3 The Response Team Coordinator will work with PCHD to strengthen Contact Tracing and Contact Investigation and develop standard operating protocols for safety, consistency and quality assurance.
- 1.2.4 Gather information about testing concerns, vaccine hesitancy and other relevant community concerns that will be used to inform COVID-19 testing and vaccine messaging to at risk segments of the community. The Response Team will participate in PCHD's contracted Human Centered Design activities, as relevant. This will help to improve service responsiveness and to tailor health education materials and communications. A culturally relevant COVID-19 campaign that meets the needs of the community will be developed with consideration to preferred language, literacy levels, cultural relevance and age appropriateness.
- 1.2.5 Disseminate COVID-19 information through printed materials, including posters and flyers, informational packets, billboards, advertisements in local publications etc. in community gathering places, district and community centers, businesses, schools, congregate settings and other community settings. Digital communications will be developed and shared electronically through PSAs, email, tribal radio and through tribal social media pages and channels. The Response Team will also share information in-person, as appropriate, with District Leadership and at community meetings.
- 1.2.6 Share de-identified, aggregated data collected by TODHHS with PCHD for purposes of monitoring grant activity and reporting to the funders, as outlined in the recent IGA between the Nation and PCHD specific to the COVID-19 pandemic (CTN-HD-21-082).
- 1.2.7 Procure, assemble and provide to participating community members care coordination packages to mitigate against COVID-19 spread. The care coordination packages are planned to include a COVID-19 Binax Self-Test Kit, hand sanitizer, disposable facemasks, first aid kits, batteries, pulse oximeters as needed, paper products and a Berrcom thermometer.
- 1.2.8 The Response Team, including CHR's and other interested relevant personnel, will attend training provided by the PCHD and other local training providers that will aid and assist in the COVID-19 response effort, including but not

limited to: contact tracing and contact investigation, motivational interviewing, COVID-19 FAQs and updates, at-home self-testing kit administration, human centered design workshops to design informational materials and messaging, infection control measures, data collection and tracking tools, trauma informed care, wrap around services, and health system navigation.

1.2.9 The Program Coordinator will attend regular PCHD coordination and collaboration meetings to align efforts on the Addressing Health Disparities grants in the County. The Program Coordinator will also work with the CHRs and TONHC to track grant related data and compile monthly reports and submit financial expenditure reports to be shared with PCHD and the funding agencies. The Community Health Services Program Manager Sr. will oversee and monitor grant activities and deliverables, support the Response Team members as needed, and submit quarterly reports to the Division Manager.

1.3 Responsibilities of the PCHD include but are not limited to:

1.3.1 Provide technical and other assistance as needed for testing and vaccination outreach, contact tracing, contact investigation, human centered design of communications as needed.

1.3.2 Assist with design of the data collection tools and provide training on implementation of same and reporting.

1.3.3 Work with TODHHS to provide and/or coordinate training opportunities and practice support for Response team in partnership with Partners in Health and Arizona Community Health Worker Association.

1.3.4 Together with TODHHS, develop and submit to ADHS a work plan for the grant period.

1.3.5 Participate in all calls, webinars, meetings and trainings as required by ADHS.

1.3.6 Work with TODHHS and other statewide implementing partners to develop a shared comprehensive evaluation plan.

1.3.7 Submit quarterly progress reports to ADHS.

1.3.8 Submit monthly Contractor Expenditure Reports to ADHS.

2. Financial Terms.

2.1 Payment.

2.1.1 The County will reimburse TODHHS expenses to implement this program in an amount not to exceed \$199,998.00, the amount of the grant from ADHS for this purpose.

2.1.2 TODHHS will invoice PCHD on a monthly basis. PCHD must receive invoices no more than 30 days after the end of the billing period. TODHHS will include

detailed documentation in support of its invoices and assign each amount billed to an appropriate line item as per **Exhibit A**, Budget (one page).

- 2.2 Relationship of the Parties. This Agreement is not intended to establish an employer-employee relationship, joint venture, or partnership, either expressly or by implication, and shall not be construed or interpreted otherwise.

3. Cooperation.

- 3.1 Generally. Both Parties shall designate a representative as Primary Contact for purposes of this Agreement. In the event the Primary Contact changes, the party shall provide the other party with written notice within ten days (10) of the change. The Parties agree to communicate openly and completely about issues that may affect the quality or efficiency of the deliverables outlined in the Scope of Work.

- 3.2 Assistance with Litigation or Claims. To the extent claims are made by a third-party or litigation is initiated relating to the Parties' performance of their obligations under this Agreement, the Parties agree to cooperate in responding to such claims, including to make its employees available to testify as witnesses or to make itself otherwise reasonably available to the other Party. Notwithstanding this agreement to cooperate, nothing in this provision waives TODHHS's or the Nation's sovereign immunity from suit.

4. Term and Termination.

- 4.1 Term. The initial term of this Agreement begins January 18, 2022 and will continue until May 31, 2024, unless terminated earlier as provided elsewhere in this Agreement or extended due to an extension on the underlying grant from ADHS.
- 4.2 Termination for Convenience. This Agreement may be terminated for convenience by either Party at any time upon written notice to the other Party. In the event a Party terminates the Agreement for convenience: upon receipt of the Notice of Termination, the Party receiving Notice of Termination will promptly discontinue all contractual performance, unless the Notice provides for a later effective date.
- 4.3 Termination for Conflict of Interest. This Agreement is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511, the pertinent provisions of which are incorporated into this Agreement by reference.

- 4.4 Non-Appropriation of Funds. 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 either party's or other public entity obligations under this Agreement. In the event of such termination, neither party will have any further obligation to the other party other than to pay for services rendered prior to termination.
5. **Legal Jurisdiction.** Nothing in this Agreement shall be construed as either limiting or extending the legal jurisdiction of the Nation or the County. This Agreement and all obligations upon the Nation or the County arising therefrom shall be subject to any limitations of budget law or other applicable local law or regulations.
6. **Assignment of Rights.** Neither party to this Agreement shall assign its rights under this Agreement to any other party without written permission from the other party to this Agreement.
7. **Construction of Agreement.**
- 7.1 Construction and interpretation. All provisions of this Agreement shall be construed to be consistent with the intention of the parties as expressed in the Recitals hereof.
- 7.2 Captions and headings. The headings used in this Agreement are for convenience only and are not intended to affect the meaning of any provision of this Agreement.
8. **Severability.** In the event that any provision of this Agreement or the application thereof is declared invalid or void by statute or judicial decision, such action shall have no effect on other provisions and their application, which can be given effect without the invalid or void provision or application, and to the extent the provisions of the Agreement are severable. In the event that any provision of this Agreement is declared invalid or void, the parties agree to meet promptly upon request of the other party in an attempt to reach an agreement on a substitute provision.
9. **No Third Party Beneficiaries.** Nothing in the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not parties to this Agreement or to affect the legal liability of either party to the Agreement by imposing any standard of care different from the standard of care imposed by law.
10. **Compliance with Laws.** The parties shall comply with all applicable federal, state, and local laws, rules, regulations, standards, and executive orders, without limitation to those designated within this Agreement.

10.1 Anti-Discrimination. The provisions of A.R.S. § 41-1463 and Executive Order Number 2009-09 issued by the Governor of the State of Arizona are incorporated by this reference as a part of this Agreement.

10.2 Americans with Disabilities Act. This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36.

11. Workers' Compensation. An employee of either party shall be deemed to be an "employee" of both public agencies, while performing pursuant to this Agreement, for purposes of A.R.S. § 23-1022 and the Arizona Workers' Compensation laws. The primary employer shall be solely liable for any workers' compensation benefits, which may accrue. Each party shall post a notice pursuant to the provisions of A.R.S. § 23-906 in substantially the following form:

11.1 All employees are hereby further notified that they may be required to work under the jurisdiction or control or within the jurisdictional boundaries of another public agency, pursuant to an intergovernmental agreement or contract, and under such circumstances they are deemed by the laws of Arizona to be employees of both public agencies for the purposes of workers' compensation.

12. Non-Waiver. The failure of either Party to insist upon the complete performance of any of the terms and provisions of this Agreement to be performed on the part of the other, or to take any action permitted as a result thereof, shall not constitute a waiver or relinquishment of the right to insist upon full and complete performance of the same, or any other covenant or condition, either in the past or in the future. The acceptance by either Party of sums less than may be due and owing it at any time shall not constitute an accord and satisfaction.

13. Notices. Any Notice required to be given under this Agreement shall be delivered by hand or mail to the Parties at their respective addresses. Notice shall be deemed effective upon receipt.

TODHHS
ATTN: Tara Chico-Jarillo
Interim Executive Director
PO Box 810
Sells, AZ 85634

PCHD
Theresa Cullen, MD, Director
Pima County Health Department
3950 S. Country Club Rd., Suite #100
Tucson, AZ 85714

14. 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 shall be cumulative and in addition to any other right or remedy existing at law or in equity or by virtue of this Agreement.

15. Indemnification. Each party (as “indemnitor”) agrees to indemnify, defend and hold harmless, the other party (as “indemnitee”) from and against any and all claims, losses, liability, costs or expenses (including reasonable attorney’s fees) (hereinafter collectively referred to as “claims”) arising out of the 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.

16. Insurance. Each party is aware of the other party’s self-insured status and agrees to maintain at its own expense, during the entire term of this Agreement, any required insurance to satisfy financial responsibility associated with claims, including attorney fees, outlined in section 18 below.

17. Legal Arizona Workers Act.

17.1 The Nation hereby warrants that it will at all times during the term of this Agreement comply with all federal immigration laws applicable to the Nation’s employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the “State and Federal Immigration Laws”). The Nation shall further ensure that each subcontractor who performs any work for the Nation under this Agreement likewise complies with the State and Federal Immigration Laws.

17.2 The County shall have the right, with at least seven (7) days advanced written notice, to inspect the books and records of the Nation and any subcontractor in order to verify such party’s compliance with the State and Federal Immigration Laws.

17.3 Any breach of the Nation’s or any subcontractor’s warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Agreement subjecting the Nation to penalties up to and including suspension or termination of this Agreement. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, the Nation shall 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.

17.4 The Nation shall advise each subcontractor of the County’s rights, and the subcontractor’s obligations, under this Article 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 Agreement 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 the 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 will be deemed to be a material breach of this Agreement subjecting Subcontractor to penalties up to and including suspension or termination of this Agreement.”

18. Legal Liability and Sovereign Immunity.

18.1 Each party shall be responsible for claims, losses, damages and expenses, which may arise out of negligent or wrongful acts or omissions of that party or its agents or employees, acting within the scope of their duties in the performance of this Agreement.

18.2 Notwithstanding Section 18.1, TODHHS is a tribal organization performing functions under a contract with the United States authorized by the Indian Self-Determination and Education Assistance Act, 25 U.S.C. §§ 5301-5423. Consequently, TODHHS is deemed to be part of the U.S. Department of Health and Human Services while carrying out any such contract, and its employees are deemed to be employees of the Public Health Service while acting within the scope of their employment in carrying out the contract. As such, they are protected from civil liability by various federal laws, including 25 U.S.C. §§ 5321(d), 1680c(d), section 314 of Public Law 101-512, and the provisions of the Federal Tort Claims Act (28 U.S.C. §§ 1346(b), 2671-2680), including its defenses and immunities, will apply to TODHHS. Nothing in this Agreement shall be construed to prejudice TODHHS in any way or waive any of TODHHS’s rights or privileges pursuant to federal law, including the full protection and coverage of the Federal Tort Claims Act, including its defenses and immunities, nor does it waive TODHHS’s or the Nation’s sovereign immunity from suit, nor does it waive any rights pursuant to the Indian Self-Determination and Education Assistance Act, 25 U.S.C. §§ 5301-5423, as amended.

19. Amendments/Modifications. This Agreement may be amended only in writing executed by the Parties.

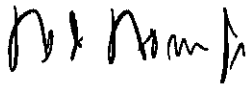
20. Integration. This Agreement incorporates and supersedes all prior Agreements by the Parties on the matters contained herein.

- 21. Assignments.** This Agreement may not be assigned, sold, transferred, or encumbered by either Party without the prior written consent of both Parties. Such consent may be withheld for any reason or no reason. Any attempts to assign this Agreement without consent shall be null and void, and the Agreement shall terminate.
- 22. Force Majeure.** Each Party shall not be liable for its respective failure to perform any of its obligations under this Agreement if prevented from performing such obligation by a cause beyond its respective reasonable control which by the use of due diligence of TODHHS or PCHD, as the case may be, shall not have been able to overcome, including, but not limited to: acts of God, natural disaster, civil commotion, quarantine, fire, labor disputes or any action or non-action by the United States Government, including changes in existing legislation affecting the subject matter of this Agreement or inability of the parties to obtain COVID-19 testing supplies, COVID-19 vaccine or PPE.
- 23. Dispute Resolution Process.** If a dispute should arise over the terms of this Agreement that the Parties are unable to resolve between themselves, the representatives of the Parties shall meet in a formal discussion session to attempt to resolve the dispute.
- 24. Protected Health Information.** No protected health information as described in 45 C.F.R §160.103 of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) will be disclosed or shared between the parties in the performance of this Agreement.
- 25. Grant Compliance.** The parties will comply with all requirements attached in **Exhibit B** (33 pages), COVID-19 Health Disparities grant, CTR057420, from ADHS.
- 26. Authority and Representations.** Each Party represents and warrants that: (1) it is authorized and empowered to enter into and perform this Agreement; (2) it has approved and authorized the execution, delivery, and performance of this Agreement insofar as it pertains to the obligations of the Party; (3) all action that may be necessary for the approval, execution, and delivery of this Agreement has been taken; and (4) all of the required and necessary approvals, authorizations, and actions are in effect at the time of the execution and delivery of this Agreement.
- 27. Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The signature pages from one or more counterpart may be removed from such counterpart and attached to a single instrument.

28. Signatures.

Tohono O'odham Nation

Pima County

By:  03/09/2023
(Authorized Representative) Date

By: _____
(Authorized Representative) Date

Printed Name: Ned, Norris, Jr

Printed Name: ~~Sharon Bronson~~ Adelita Grijalva

Title: Chairman

Title: Chair, Board of Supervisors

ATTEST:

Clerk of the Board

Date


APPROVED AS TO CONTENT


Department Representative

3/27/2023
Date

ATTORNEY CERTIFICATION

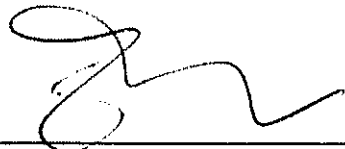
The foregoing Agreement between Pima County and the Tohono O'odham Nation has been reviewed pursuant to A.R.S. § 11 952 by the undersigned who have determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to those parties to the Agreement.


Attorney, Tohono O'odham Nation

Attorney General, Howard Shanker

Print Name

03/09/2023
Date


Deputy County Attorney

Jonathan Pinkney

Print Name

3/20/23
Date

Exhibit A (1 page)

Budget

January 18, 2022 – May 31, 2024

Salary Program Coordinator (1 FTE)	\$ 98,362
Fringe Benefits (42.81% of salary)	\$ 41,126
Travel	\$ 2,000
Office Equipment	\$ 1,500
Supplies	\$ 7,600
Advertising and Marketing	\$ 7,000
Other	\$ 21,381
Total Direct Costs	\$178,969
Indirect Costs (11.75% of Direct)	\$ 21,029
Total Budget	\$199,998

Exhibit B (33 pages)

	INTERGOVERNMENTAL AGREEMENT (IGA) Contract No.: CTR057420	ARIZONA DEPARTMENT OF HEALTH SERVICES 150 North 18 th Avenue, Suite 530 Phoenix, Arizona 85007
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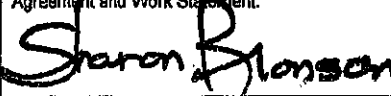
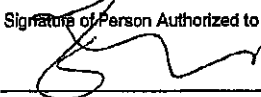
Project Title: COVID-19 Health Disparities **Begin Date:** 06/01/2021

Geographic Service Area: Pima County **Termination Date:** 6/31/2023

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

Counties: A.R.S. §§ 11-201, 11-951, 11-952 and 36-182.

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

Arizona Transaction (Sales) Privilege: <hr/> Federal Employer Identification No.: <hr/> Tax License No.: <hr/> Pima County Health Department (PCHD) 3980 S. Country Club Road, Suite 100 Tucson, AZ 85714	FOR CLARIFICATION, CONTACT: Name: <u>Theresa Cullen</u> Phone: <u>(520) 724-7770</u> FAX No.: _____ E-mail: <u>Theresa.Cullen@pima.gov</u>
CONTRACTOR SIGNATURE: The Contractor agrees to perform all the services set forth in the Agreement and Work Statement.  Signature of Person Authorized to Sign Date <u>Sharon Bronson, Chair</u> OCT 19 2021 Print Name and Title	This Contract shall henceforth be referred to as Contract No. <u>CTR057420</u> The Contractor is hereby cautioned not to commence any billable work or provide any material, service or construction under this Contract until Contractor receives a fully executed copy of the Contract. State of Arizona Signed this _____ day of _____, 2021 Digitally signed by Gina Corwin Gina Corwin Date: 2021.11.08 15:20:11 -07'00' Procurement Officer
CONTRACTOR ATTORNEY SIGNATURE: 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. Signature of Person Authorized to Sign Date  <u>10/8/21</u> Jonathan Plakney Dep. County Atty.	Contract, No. CTR057420, 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. The Attorney General, BY: Aubrey Joy Corcoran <small>Digitally signed by Aubrey Joy Corcoran DN: cn=Aubrey Joy Corcoran, o=Arizona Attorney General's Office, ou, email=AubreyJoy.Corcoran@azag.gov, c=US Date: 2021.11.08 14:19:24 -0700</small> Signature Date Assistant Attorney General:

ATTEST:


 Clerk, Board of Supervisors
 Pima County, Arizona

REVIEWED BY: 

Appointing Authority or Designee
 Pima County Health Department

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1. **Definition of Terms.** As used in this Contract, the terms listed below are defined as follows:
- 1.1 "Attachment" means any document attached to the Contract and incorporated into the Contract.
 - 1.2 "ADHS" means Arizona Department of Health Services.
 - 1.3 "Budget Term" means the period of time for which the contract budget has been created and during which funds should be expended.
 - 1.4 "Change Order" means a written order that is signed by a Procurement Officer and that directs the Contractor to make changes authorized by the Uniform Terms and Conditions of the Contract.
 - 1.5 "Contract" means the combination of the Uniform and Special Terms and Conditions, the Specifications and Statement or Scope of Work, Attachments, Referenced Documents, any Contract Amendments and any terms applied by law.
 - 1.6 "Contract Amendment" means a written document signed by the Procurement Officer and the Contractor that is issued for the purpose of making changes in the Contract.
 - 1.7 "Contractor" means any person who has a Contract with the Arizona Department of Health Services.
 - 1.8 "Cost Reimbursement" means a contract under which a contractor is reimbursed for costs, which are reasonable, allowable and allocable in accordance with the contract terms and approved by ADHS.
 - 1.9 "Days" means calendar days unless otherwise specified.
 - 1.10 "Fixed Price" establishes a set price per unit of service. The set price shall be based on costs, which are reasonable, allowable and allocable.
 - 1.11 "Gratuity" means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.
 - 1.12 "Materials" unless otherwise stated herein, means all property, including but not limited to equipment, supplies, printing, insurance and leases of property.
 - 1.13 "Procurement Officer" means the person duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract.
 - 1.14 "Purchase Order" means a written document that is signed by a Procurement Officer, that requests a vendor to deliver described goods or services at a specific price and that, on delivery and acceptance of the goods or services by ADHS, becomes an obligation of the State.
 - 1.15 "Services" means the furnishing of labor, time or effort by a Contractor or Subcontractor.
 - 1.16 "Subcontract" means any contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of this Contract.
 - 1.17 "State" means the State of Arizona and/or the ADHS. For purposes of this Contract, the term "State" shall not include the Contractor.

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2. Contract Type.

This Contract shall be:

Cost Reimbursement

3. Contract Interpretation.

- 3.1. Arizona Law. The law of Arizona applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona.
- 3.2. Implied Contract Terms. Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.
- 3.3. Contract Order of Precedence. In the event of a conflict in the provisions of the Contract, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:
 - 3.3.1. Terms and Conditions;
 - 3.3.2. Statement or Scope of Work;
 - 3.3.3. Attachments; and
 - 3.3.4. Referenced Documents.
- 3.4. Relationship of Parties. The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.
- 3.5. Severability. The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.
- 3.6. No Parole Evidence. This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document.
- 3.7. No Waiver. Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.
- 3.8. Headings. Headings are for organizational purposes only and shall not be interpreted as having legal significance or meaning.

4. Contract Administration and Operation.

- 4.1. Term. As indicated on the signature page of the Contract, the Contract shall be effective as of the Begin Date and shall remain effective until the Termination Date.
- 4.2. Contract Renewal. This Contract shall not bind, nor purport to bind, the State for any contractual commitment in excess of the original Contract period. The term of the Contract shall not exceed five years. However, if the original Contract period is for less than five years, the State shall have the right, at its sole option, to renew the Contract, so long as the original Contract period together with the renewal periods does not exceed five years. If the State exercises such rights, all terms, conditions and provisions of the original Contract shall remain the same and apply during the renewal period with the exception of price and Scope of Work, which may be renegotiated.

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- 4.3. New Budget Term. If a budget term has been completed in a multi-term Contract, the parties may agree to change the amount and type of funding to accommodate new circumstances in the next budget term. Any increase or decrease in funding at the time of the new budget term shall coincide with a change in the Scope of Work or change in cost of services as approved by the Arizona Department of Health Services.
- 4.4. Non-Discrimination. The Contractor shall comply with State Executive Order No. 2009-09 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.
- 4.5. Records and Audit. Under A.R.S. § 35-214 and A.R.S. § 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other records ("records") relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit by the State and where applicable the Federal Government at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.
- 4.6. Financial Management. For all contracts, the practices, procedures, and standards specified in and required by the Accounting and Auditing Procedures Manual for the ADHS funded programs shall be used by the Contractor in the management of Contract funds and by the State when performing a Contract audit. Funds collected by the Contractor in the form of fees, donations and/or charges for the delivery of these Contract services shall be accounted for in a separate fund.
- 4.6.1. Federal Funding. Contractors receiving federal funds under this Contract shall comply with the certified finance and compliance audit provision of the Office of Management and Budget (OMB) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR 200), if applicable. The federal financial assistance information shall be stated in a Change Order or Purchase Order.
- 4.6.2. State Funding. Contractors receiving state funds under this Contract shall comply with the certified compliance provisions of A.R.S. § 35-181.03.
- 4.7. Inspection and Testing. The Contractor agrees to permit access, at reasonable times, to its facilities.
- 4.8. Notices. Notices to the Contractor required by this Contract shall be made by the State to the person indicated on the signature page by the Contractor, unless otherwise stated in the Contract. Notices to the State required by the Contract shall be made by the Contractor to an ADHS Procurement Officer, unless otherwise stated in the Contract. An authorized ADHS Procurement Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice, and an amendment to the Contract shall not be necessary.
- 4.9. Advertising and Promotion of Contract. The Contractor shall not advertise or publish information for commercial benefit concerning this Contract without the prior written approval of an ADHS Procurement Officer.
- 4.10. Property of the State.
- 4.10.1. Equipment. Except as provided below or otherwise agreed to by the parties, the title to any and all equipment acquired through the expenditure of funds received from the State shall remain the property of the State by and through the ADHS and, as such, shall remain under the sole direction, management and control of the ADHS. When this Contract is terminated, the disposition of all such property shall be determined by the ADHS. For Fixed Price contracts, when the Contractor provides the services/materials required by the Contract, any and all equipment purchased by the Contractor remains the property of the Contractor. All purchases of equipment need to be reported to the ADHS Office of Inventory Control.
- 4.10.2. Title and Rights to Materials. As used in this section, the term "Materials" means all products created or produced by the Contractor under this Contract, including, but not limited to: written and electronic information, recordings, reports, research, research findings, conclusions, abstracts, results,

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software, data and any other intellectual property or deliverables created, prepared, or received by the Contractor in performance of this Contract. Contractor acknowledges that all Materials are the property of the State by and through the ADHS and, as such, shall remain under the sole direction, management and control of the ADHS. The Contractor is not entitled to a patent or copyright on these Materials and may not transfer a patent or copyright on them to any other person or entity. To the extent any copyright in any Materials may originally vest in the Contractor, the Contractor hereby irrevocably transfers to the ADHS, for and on behalf of the State, all copyright ownership. The ADHS shall have full, complete and exclusive rights to reproduce, duplicate, adapt, distribute, display, disclose, publish, release and otherwise use all Materials. The Contractor shall not use or release these Materials without the prior written consent of the ADHS. When this Contract is terminated, the disposition of all such Materials shall be determined by the ADHS. Further, the Contractor agrees to give recognition to the ADHS for its support of any program when releasing or publishing program Materials.

- 4.10.3. Notwithstanding the above, if the Contractor is a State agency, the following shall apply instead: It is the intention of ADHS and Contractor that all material and intellectual property developed under this Agreement be used and controlled in ways to produce the greatest benefit to the parties to this Contract and the citizens of the State of Arizona. As used in this paragraph, "Material" means all written and electronic information, recordings, reports, findings, research information, abstracts, results, software, data, discoveries, inventions, procedures and processes of services developed by the Contractor and any other materials created, prepared or received by the Contractor and subcontractors in performance of this Agreement. "Material" as used herein shall not include any pre-existing data, information, materials, discoveries, inventions or any form of intellectual property invented, created, developed or devised by Contractor (or its employees, subcontractors or agents) prior to the commencement of the services funded by this Agreement or that may result from Contractor's involvement in other service activities that are not funded by the Agreement.
- 4.10.4. Title and exclusive copyright to all Material shall vest in the State of Arizona, subject to any rights reserved on behalf of the federal government. As State agencies and instrumentalities, both ADHS and Contractor shall have full, complete, perpetual, irrevocable and non-transferable rights to reproduce, duplicate, adapt, make derivative works, distribute, display, disclose, publish and otherwise use any and all Material. The Contractor's right to use Material shall include the following rights: the right to use the Material in connection with its internal, non-profit research and educational activities, the right to present at academic or professional meetings or symposia and the right to publish in journals, theses, dissertations or otherwise of Contractor's own choosing. Contractor agrees to provide ADHS with a right of review prior to any publication or public presentation of the Material, and ADHS shall be entitled to request the removal of its confidential information or any other content the disclosure of which would be contrary to the best interest of the State of Arizona. Neither party shall release confidential information to the public without the prior expressly written permission of the other, unless required by the State public records statutes or other law, including a court order. Each party agrees to give recognition to the other party in all public presentations or publications of any Material, when releasing or publishing them.
- 4.10.5. In addition, ADHS and Contractor agree that any and all Material shall be made freely available to the public to the extent it is in the best interest of the State. However, if either party wants to license or assign an intellectual property interest in the material to a third-party for monetary compensation, ADHS and Contractor agree to convene to determine the relevant issues of title, copyright, patent and distribution of revenue. In the event of a controversy as to whether the Material is being used for monetary compensation or in a way that interferes with the best interest of the state or ADHS, then the Arizona Department of Administration shall make the final decision. Notwithstanding the above, "monetary compensation" does not include compensation paid to an individual creator for traditional publications in academia (the copyrights to which are Employee-Excluded Works under ABOR Intellectual Property Policy Section 6-908C.4.), an honorarium or other reimbursement of expenses for an academic or professional presentation, or an unprofitable distribution of Material.

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- 4.11. E-Verify Requirements In accordance with A.R.S. § 41-4401, Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A.
- 4.12. Federal Immigration and Nationality Act. The Contractor shall comply with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the Contract. Further, the Contractor shall flow down this requirement to all subcontractors utilized during the term of the Contract. The State shall retain the right to perform random audits of Contractor and subcontractor records or to inspect papers of any employee thereof to ensure compliance. Should the State determine that the Contractor and/or any subcontractors be found noncompliant, the State may pursue all remedies allowed by law, including, but not limited to; suspension of work, termination of the Contract for default and suspension and/or debarment of the Contractor.

5. Costs and Payments

- 5.1. Payments. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate Contractor's Expenditure Report for payment from the State within thirty (30) days, as provided in the Accounting and Auditing Procedures Manual for the ADHS.
- 5.2. Recoupment of Contract Payments.
- 5.2.1. Unearned Advanced Funds. Any unearned State funds that have been advanced to the Contractor and remain in its possession at the end of each budget term, or at the time of termination of the Contract, shall be refunded to the ADHS within forty-five (45) days of the end of a budget term or of the time of termination.
- 5.2.2. Contracted Services. In a fixed price contract, if the number of services provided is less than the number of services for which the Contractor received compensation, funds to be returned to the ADHS shall be determined by the Contract price. Where the price is determined by cost per unit of service or material, the funds to be returned shall be determined by multiplying the unit of service cost by the number of services the Contractor did not provide during the Contract term. Where the price for a deliverable is fixed, but the deliverable has not been completed, the Contractor shall be paid a pro rata portion of the completed deliverable. In a cost reimbursement contract, the ADHS shall pay for any costs that the Contractor can document as having been paid by the Contractor and approved by ADHS. In addition, the Contractor will be paid its reasonable actual costs for work in progress as determined by Generally Accepted Accounting Procedures up to the date of contract termination.
- 5.2.3. Refunds. Within forty-five (45) days after the end of each budget term or of the time of termination of the Contract, the Contractor shall refund the greater of: i) the amount refundable in accordance with paragraph 4.2.1, Unearned Advanced Funds; or ii) the amount refundable in accordance with paragraph 5.2.2, Contracted Services.
- 5.2.4. Unacceptable Expenditures. The Contractor agrees to reimburse the ADHS for all Contract funds expended, which are determined by the ADHS not to have been disbursed by the Contractor in accordance with the terms of this Contract. The Contractor shall reimburse ADHS within 45 days of the determination of unacceptability.
- 5.3. Unit Costs/Rates or Fees. Unit costs/rates or fees shall be based on costs, which are determined by ADHS to be reasonable, allowable and allocable as outlined in the Accounting and Auditing Procedures Manual for the ADHS.
- 5.4. Applicable Taxes.
- 5.4.1. State and Local Transaction Privilege Taxes. The State of Arizona is subject to all applicable state

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and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect taxes from the buyer does not relieve the seller from its obligation to remit taxes.

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

5.4.3. **I.R.S. W9 Form.** In order to receive payment under any resulting Contract, the Contractor shall have a current I.R.S. W9 Form on file with the State of Arizona.

5.5. **Availability of Funds for the Next Fiscal Year.** Funds may not be presently available for performance under this Contract beyond the first year of the budget term or Contract term. The State may reduce payments or terminate this Contract without further recourse, obligation or penalty in the event that insufficient funds are appropriated in the subsequent budget term. The State shall not be liable for any purchases or Subcontracts entered into by the Contractor in anticipation of such funding. The Procurement Officer shall have the discretion in determining the availability of funds.

5.6. **Availability of Funds for the Current Contract Term.** Should the State Legislature enter back into session and decrease the appropriations through line item or general fund reductions, or for any other reason these goods or services are not funded as determined by ADHS, the following actions may be taken by ADHS:

- 5.6.1. Accept a decrease in price offered by the Contractor;
- 5.6.2. Reduce the number of goods or units of service and reduce the payments accordingly;
- 5.6.3. Offer reductions in funding as an alternative to Contract termination; or
- 5.6.4. Cancel the Contract.

6. Contract Changes

6.1. **Amendments, Purchase Orders and Change Orders.** This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment, Purchase Order and/or Change Order within the scope of the Contract, unless the change is administrative or otherwise permitted by the Special Terms and Conditions. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by an unauthorized State employee or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized Contract Amendments, Purchase Orders and/or Change Orders, shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.

6.2. **Subcontracts.** The Contractor shall not enter into any subcontract under this Contract without the advance written approval of the Procurement Officer. The subcontract shall incorporate by reference all material and applicable terms and conditions of this Contract.

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

7. Risk and Liability

7.1. **Risk of Loss.** The Contractor shall bear all loss of conforming material covered under this Contract until

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received and accepted by authorized personnel at the location designated in the Purchase Order, Change Order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.

7.2. Mutual Indemnification. Each party (as "indemnitor") agrees to indemnify, defend and hold harmless the other party (as "indemnitee") from and against any and all claims, losses, liability, costs or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such claims, which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees or volunteers.

7.3. Force Majeure.

7.3.1. Liability and Definition. Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; acts of terrorism; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-interventions not caused by or resulting from the act or failure to act of the parties; failures or refusals to act by government authority not caused by or resulting from the act or failure to act of the parties; and other similar occurrences beyond the control of the party declaring force majeure, which such party is unable to prevent by exercising reasonable diligence.

7.3.2. Exclusions. Force Majeure shall not include the following occurrences:

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

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

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

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

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

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

8. **Description of Materials** The following provisions shall apply to Materials only:

8.1. Liens. The Contractor agrees that the Materials supplied under this Contract are free of liens. In the event the

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Materials are not free of liens, Contractor shall pay to remove the lien and any associated damages or replace the Materials with Materials free of liens.

- 8.2. Quality. Unless otherwise modified elsewhere in these terms and conditions, the Contractor agrees that, for one year after acceptance by the State of the Materials, they shall be:
- 8.2.1. Of a quality to pass without objection in the Contract description;
 - 8.2.2. Fit for the intended purposes for which the Materials are used;
 - 8.2.3. Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;
 - 8.2.4. Adequately contained, packaged and marked as the Contract may require; and
 - 8.2.5. Conform to the written promises or affirmations of fact made by the Contractor.
- 8.3. Inspection/Testing. Subparagraphs 8.1 through 8.2 of these paragraphs are not affected by inspection or testing of or payment for the Materials by the State.
- 8.4. Compliance With Applicable Laws. The Materials and services supplied under this Contract shall comply with all applicable federal, state and local laws, and the Contractor shall maintain all applicable license and permit requirements.
- 8.5. Survival of Rights and Obligations After Contract Expiration and Termination.
- 8.5.1. Contractor's Representations. All representations and warranties made by the Contractor under this Contract in paragraphs 7 and 8 shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12.510, except as provided in A.R.S. § 12-529, the State is not subject to or barred by any limitations of actions prescribed in A.R.S. Title 12, Chapter 5.
 - 8.5.2. Purchase Orders and Change Orders. Unless otherwise directed in writing by the Procurement Officer, the Contractor shall fully perform and shall be obligated to comply with all Purchase Orders and Change Orders received by the Contractor prior to the expiration or termination hereof, including, without limitation, all Purchase Orders and Change Orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

9. State's Contractual Remedies

- 9.1. Right to Assurance. If the State, in good faith, has reason to believe that the Contractor does not intend to, or is unable to, perform or continue performing under this Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the State's option, be the basis for terminating the Contract.
- 9.2. Stop Work Order.
- 9.2.1. Terms. The State may, at any time, by written order to the Contractor, require the Contractor to stop all or any part of the work called for by this Contract for a period up to ninety (90) Days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.
 - 9.2.2. Cancellation or Expiration. If a stop work order issued under this clause is canceled or the period of

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the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.

- 9.3. Non-exclusive Remedies. The rights and remedies of ADHS under this Contract are not exclusive, and ADHS is entitled to all rights and remedies available to it, including those under the Arizona Uniform Commercial Code and Arizona common law.
- 9.4. Right of Offset. The State shall be entitled to offset against any sums due the Contractor in any Contract with the State or damages assessed by the State because of the Contractor's non-conforming performance or failure to perform this Contract. The right to offset may include, but is not limited to, a deduction from an unpaid balance and a collection against the bid and/or performance bonds. Any offset taken for damages assessed by the State shall represent a fair and reasonable amount for the actual damages and shall not be a penalty for non-performance.

10. Contract Termination

- 10.1. Cancellation for Conflict of Interest. Pursuant to A.R.S. § 38-511, the State may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State is, or becomes at any time while the Contract or an extension of the Contract is in effect, an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation, unless the notice specifies a later time. If the Contractor is a political subdivision of the State, it may also cancel this Contract as provided in A.R.S. § 38-511.
- 10.2. Gratuities. The State may, by written notice, terminate this Contract, in whole or in part, if the State determines that employment or a Gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the State for the purpose of influencing the outcome of the procurement, securing the Contract or an Amendment to the Contract, or receiving favorable treatment concerning the Contract, including the making of any determination or decision about Contract performance. The State, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the Contractor.
- 10.3. Suspension or Debarment. The State may, by written notice to the Contractor, immediately terminate this Contract if the State determines that the Contractor or its subcontractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body.
- 10.4. Termination Without Cause.
 - 10.4.1. Both the State and the Contractor may terminate this Contract at any time with thirty (30) days' notice in writing specifying the termination date. Such notices shall be given by personal delivery or by certified mail, return receipt requested.
 - 10.4.2. If the Contractor terminates this Contract, any monies prepaid by the State, for which no service or benefit was received by the State, shall be refunded to the State within 5 days of the termination notice. In addition, if the Contractor terminates the Contract, the Contractor shall indemnify the State for any sanctions imposed by the funding source as a result of the Contractor's failure to complete the Contract.
 - 10.4.3. If the State terminates this Contract pursuant to this Section, the State shall pay the Contractor the Contract price for all Services and Materials completed up to the date of termination. In a fixed price contract, the State shall pay the amount owed for the Services or Materials by multiplying the unit of service or item cost by the number of unpaid service units or items. In a cost reimbursement contract, the ADHS shall pay for any costs that the Contractor can document as having been paid by the

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Contractor and approved by ADHS. In addition, the Contractor will be paid its reasonable actual costs for work in progress as determined by GAAP up to the date of termination. Upon such termination, the Contractor shall deliver to the ADHS all deliverables completed. ADHS may require Contractor to negotiate the terms of any remaining deliverables still due.

- 10.5. Mutual Termination. This Contract may be terminated by mutual written agreement of the parties specifying the termination date and the terms for disposition of property and, as necessary, submission of required deliverables and payment therein.
- 10.6. Termination for Default. The State reserves the right to terminate the Contract in whole or in part due to the failure of the Contractor to comply with any material obligation, term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. In the event the ADHS terminates the Contract in whole or in part as provided in this paragraph, the ADHS may procure, upon such terms and in such manner as deemed appropriate, Services or Materials, similar to those terminated, and Contractor shall be liable to the ADHS for any excess costs incurred by the ADHS in obtaining such similar Services or Materials.
- 10.7. Continuation of Performance Through Termination. Upon receipt of the notice of termination and until the effective date of the notice of termination, the Contractor shall perform work consistent with the requirements of the Contract and, if applicable, in accordance with a written transition plan approved by the ADHS. If the Contract is terminated in part, the Contractor shall continue to perform the Contract to the extent not terminated. After receiving the notice of termination, the Contractor shall immediately notify all subcontractors, in writing, to stop work on the effective date of termination, and on the effective date of termination, the Contractor and subcontractors shall stop all work.
- 10.8. Disposition of Property. Upon termination of this Contract, all property of the State, as defined herein, shall be delivered to the ADHS upon demand.

11. Arbitration

Pursuant to A.R.S. § 12-1518, disputes under this Contract shall be resolved through the use of arbitration when the case or lawsuit is subject to mandatory arbitration pursuant to rules adopted under A.R.S. § 12 -133.

12. Communication

- 12.1. Program Report. When reports are required by the Contract, the Contractor shall provide them in the format approved by ADHS.
- 12.2. Information and Coordination. The State will provide information to the Contractor pertaining to activities that affect the Contractor's delivery of services, and the Contractor shall be responsible for coordinating their activities with the State's in such a manner as not to conflict or unnecessarily duplicate the State's activities. As the work of the Contractor progresses, advice and information on matters covered by the Contract shall be made available by the Contractor to the State throughout the effective period of the Contract.

13. Client Grievances

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

14. Sovereign Immunity

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

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15. Administrative Changes

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

16. Survival of Terms After Termination or Cancellation of Contract

All applicable Contract terms shall survive and apply after Contract termination or cancellation to the extent necessary for Contractor to complete and for the ADHS to receive and accept any final deliverables that are due after the date of the termination or cancellation.

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

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

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

18. Comments Welcome

The ADHS Procurement Office periodically reviews the Uniform Terms and Conditions and welcomes any comments you may have. Please submit your comments to: ADHS Procurement Administrator, Arizona Department of Health Services, 150 North 18th Avenue, Suite 280, Phoenix, Arizona 85007.

19. Data Universal Numbering System (DUNS) Requirement

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

If applicable, the subrecipient or sub-awardee is required to abide by the Federal Funding Accountability and Transparency Act (FFATA or Transparency Act – P.L. 109-282, as amended by section 6202(a) of P.L. 110-252), found at <https://www.fsrs.gov/>. The associated Grant Reporting Certification Form and completion instructions will be sent to the subrecipient from ADHS Program(s) responsible for the specific contract. The subrecipient or sub-awardee must return the completed form to ADHS Program(s) by the 15th of the month following that in which the award was received. Failure to complete a required Grant Reporting Certification Form may result in loss of funding.

21. 2 CFR §200.216 PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

21.1. Recipients and sub-recipients are prohibited from obligating or expanding loan or grant funds to:

21.1.1. Procure or obtain;

21.1.2. Extend or renew a contract to procure or obtain; or

21.1.3. Enter in a contract (or extend or renew a contract) to procure or obtain equipment, services, or system that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

21.1.3.1. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

21.1.3.2. Telecommunications or video surveillance services provided by such entities or using such equipment.

21.1.3.3. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

22. Technology Replacement

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

23. Authorization for Provision of Services

Authorization for purchase of services under this Agreement shall be made only upon ADHS issuance of a Purchase Order that is signed by an authorized agent. The Purchase Order will indicate the Agreement number and the dollar amount of the funds authorized. The Contractor shall only be authorized to perform services up to the amount of the Purchase Order. ADHS shall not have any legal obligation to pay for services in excess of the amount indicated on the Purchase Order. No further obligation for payment shall exist on behalf of ADHS unless 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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Additional Terms and Conditions for Title 2, Subtitle A, Chapter II, Part 200, Subpart C: §200.201 USE OF GRANT AGREEMENTS (INCLUDING FIXED AMOUNT AWARDS), COOPERATIVE AGREEMENTS AND CONTRACT

- 24. CIVIL RIGHTS ASSURANCE STATEMENT.** The Contractor and Subcontractors are subject to Title VI of the Civil Rights Act of 1964, Section 504 of Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Title IX of the Education Amendment of 1972, and offers all persons the opportunity to participate in programs or activities regardless of race, color, national origin, age, sex, or disability. Further, it is agreed that no individual will be turned away from or otherwise denied access to or benefit from any program or activity that is directly associated with a program of the RECIPIENT on the basis of race, color, national origin, age, sex (in educational activities) or disability.
- 25. AMERICANS WITH DISABILITIES ACT OF 1990.**
- 25.1 The Contractor shall comply with the Americans With Disabilities Act of 1990 (Public Law 101-336) and the Arizona Disability Act of 1992 (A.R.S § 41-1492 et. seq.), which prohibits discrimination on the basis of physical or mental disabilities in delivering contract services or in the employment, or advancement in employment of qualified individuals.
- 25.2 Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contracting the Contract Manager for the solicitation. Request should be made as early as possible to allow time to arrange the accommodation.
- 26. FEDERAL FUNDING.** Funding for these services is contingent upon the availability of federal government funding. No commitment of any kind is made by the State concerning this Grant unless there are monies provided by a federal grant. The Grantee should take this fact into consideration.
- 26.1 For the purposes of this Grant, a capital expenditure means expenditures to acquire capital assets, as defined in 2 C.F.R. 200.12, or expenditures to make additions, improvements, modifications, replacements, rearrangements, reinstallations, renovations, or alterations to capital assets that materially increase their value or useful life, with a cost of \$250 or greater.
- 26.2 Grantee agrees to maintain property records for equipment purchased with grant funds and perform a physical inventory and reconciliation with property records at least every year. Grantee agrees that funds will not be used for the construction of new facilities.
- 26.3 Grantee agrees to follow equipment disposition policies as determined by the Federal Awarding Agency at Award Completion or as depicted in the State of Arizona Accounting Manual. Grantee also agrees to follow the directives in ADHS Property and Procedure Policy FIN 111.
- 26.4 Charges to Federal awards for salaries and wages must be based on records that accurately reflect the work performed. These records must: Be supported by a system of internal control which provides reasonable assurance that the charges are accurate, allowable, and properly allocated; Be incorporated into the official records of the non-Federal entity; Reasonably reflect the total activity for which the employee is compensated by the non-Federal entity, not exceeding 100% of compensated activities (for IHE, this per the IHE's definition of IBS); Encompass both federally assisted and all other activities compensated by the non-Federal entity on an integrated basis, but may include the use of subsidiary records as defined in the non-Federal entity's written policy; Comply with the established accounting policies and practices of the non-Federal entity (See paragraph above for treatment of incidental work for IHEs.; and Support the distribution of the employee's salary or wages among specific activities or cost objectives if the employee works on more than one Federal award; a Federal award and non-Federal award; an indirect cost activity and a direct cost activity; two or more indirect activities which are allocated using different allocation bases; or an unallowable activity and a direct or indirect cost activity. Budget estimates (i.e., estimates determined before the services are performed) alone do not qualify as support for charges to Federal awards, but may be used for interim accounting purposes only.

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

Link: System for Award Management <https://www.sam.gov/portal/public/SAM/>

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

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1. Background

- 1.1. The Arizona Department of Health Services (ADHS) has a long-standing commitment to addressing health disparities and advancing health equity. ADHS has an Office of Health Equity that includes dedicated staff to support these efforts. Additionally, the Arizona Health Improvement Plan (AzHIP) recognizes health equity as the foundation of improving health in Arizona and is one (1) of five (5) health priorities;
- 1.2. The COVID-19 Pandemic and its impacts have touched the lives of all Arizona residents. Underserved communities and populations have been disproportionately placed at higher risk by the COVID-19 pandemic, especially those individuals in rural, medically underserved, and/or racial and ethnic minority groups. These groups are at higher risk of exposure, infection, hospitalization and mortality. Coupled with known disproportionate rates of chronic diseases, this has increased the severity of COVID-19 infections. These populations also experience challenges in accessing testing, treatment and vaccinations against COVID-19;
- 1.3. The Center for Disease Control (CDC) recently awarded ADHS a two (2)-year, non-competitive grant titled: National Initiative to Address COVID-19 Health Disparities Among Populations at High-Risk and Underserved, Including Racial and Ethnic Populations and Rural Communities. Funding was made available through the Consolidated Appropriations Act and the Coronavirus Response and Relief Supplement Appropriations Act, 2021 (P.L. 116-260, Section 2, Division M);
- 1.4. Coronavirus Disease 2019 (COVID-19) Funds: A recipient of a grant or cooperative agreement awarded by the Department of Health and Human Services (HHS) with funds made available under the Coronavirus Preparedness and Response Supplemental Appropriations Act, 2020 (P.L. 116-123); the Coronavirus Aid, Relief, and Economic Security Act, 2020 (the "CARES Act") (P.L. 116-136); the Paycheck Protection Program and Health Care Enhancement Act (P.L. 116-139); the Consolidated Appropriations Act and the Coronavirus Response and Relief Supplement Appropriations Act, 2021 (P.L. 116-260) and/or the American Rescue Plan of 2021 (P.L. 117-2) agrees, as applicable to the award, to: 1) comply with existing and/or future directives and guidance from the Secretary regarding control of the spread of COVID-19; 2) in consultation and coordination with HHS, provide, commensurate with the condition of the individual, COVID-19 patient care regardless of the individual's home jurisdiction and/or appropriate public health measures (e.g., social distancing, home isolation); and 3) assist the United States Government in the implementation and enforcement of federal orders related to quarantine and isolation. In addition, to the extent applicable, Recipient will comply with Section 18115 of the CARES Act, with respect to the reporting to the HHS Secretary of results of tests intended to detect SARS-CoV-2 or to diagnose a possible case of COVID-19. Such reporting shall be in accordance with guidance and direction from HHS and/or CDC. HHS laboratory reporting guidance is posted at: <https://www.hhs.gov/sites/default/files/covid-19-laboratory-data-reporting-guidance.pdf>. Further, consistent with the full scope of applicable federal grant regulations (45 C.F.R. 75.322), the purpose of this award, and the underlying funding, the recipient is expected to provide to CDC copies of and/or access to COVID-19 data collected with these funds, including but not limited to data related to COVID-19 testing. CDC will specify in further guidance and directives what is encompassed by this requirement. This award is contingent upon agreement by the recipient to comply with existing and future guidance from the HHS Secretary regarding control of the spread of COVID-19. In addition, recipient is expected to flow down these terms to any subaward, to the extent applicable to activities set out in such subaward;
- 1.5. ADHS, with our partners, will implement the grant's four (4) overarching strategies:
 - 1.5.1. Expand existing and/or develop new mitigation and prevention resources and services to reduce COVID-19 related disparities among populations at higher risk and that are underserved,
 - 1.5.2. Increase/ improve data collection and reporting for populations experiencing a disproportionate burden of COVID-19 infection, severe illness, and death to guide the response to the COVID-19 pandemic,

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- 1.5.3. Build, leverage, and expand infrastructure support for COVID-19 prevention and control among populations that are at higher risk and underserved, and
- 1.5.4. Mobilize partners and collaborators to advance health equity and address social determinants of health as they related to COVID-19 health disparities among populations at higher risk and that are underserved.
- 1.6. By strengthening existing partnerships with local health department leaders and community-based organizations, and establishing new partnerships, the ADHS will focus its work in rural counties where residents have poorer health outcomes, higher uninsured rates, less access to health and social services, higher disparities in chronic diseases, infection, hospitalization and deaths related to COVID-19, especially among American Indian, Latino, African American, communities with disabilities, low socio-economic, and older adult populations.

2. Purpose

- 2.1. The purpose of this IGA is to leverage partnerships between ADHS, Local Health Departments and Statewide Partners by providing CDC COVID-19 Health Disparities Among Populations at High-Risk and Underserved, Including Racial and Ethnic Minority Populations and Rural Communities funding to support the implementation of the four (4) overarching strategies identified in this CDC grant. This IGA is intended to provide support to the unique needs of local communities identified by local health departments and statewide partners and approved strategies described in respective work plans and budgets;
- 2.2. The intended outcomes of this grant funding are:
 - 2.2.1. Reduced COVID-19 related health disparities,
 - 2.2.2. Improved and increased testing and contact tracing among populations at higher risk and that are underserved, including racial and ethnic minority groups and people living in rural communities, and
 - 2.2.3. Improved state, local, US territorial and freely associated state health department capacity and services to prevent and control COVID-19 infection (or transmission) among populations at higher risk and that are underserved, including racial and ethnic minority groups and people living in rural communities.

3. Objectives

Local health departments and statewide partners, shall implement one or more of the following strategies:

- 3.1. Expand existing and/or develop new mitigation and prevention resources and services to reduce COVID-19 related disparities among populations at higher risk and that are underserved;
- 3.2. Increase/improve data collection and reporting for populations experiencing a disproportionate burden of COVID-19 infection, severe illness, and death to guide the response to the COVID-19 pandemic;
- 3.3. Build, leverage, and expand infrastructure support for COVID-19 prevention and control among populations that are at higher risk and underserved; and/or
- 3.4. Mobilize partners and collaborators to advance health equity and address social determinants of health as they relate to COVID-19 health disparities among populations at higher risk and that are underserved.

4. Scope of Work

- 4.1. This IGA offers four (4) overarching strategies designed to reduce the burden of COVID-19 in rural and racial/ ethnic communities, including African American, Latino, Indigenous and Native American people,

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Asian American and Pacific Islanders, other people of color, other disadvantaged or marginalized groups, including members of religious minorities, lesbian, gay, bisexual, transgender, and queer (LGBTQ+) people, people with disabilities, people over the age of sixty-five (65) and people otherwise adversely affected by persistent poverty or inequality; to advance health equity and address social determinants of health. Contingent upon available funding, local health departments and statewide partners are expected to implement strategies and activities in response to local needs for mitigation, prevention resources and services to reduce COVID-19 disparities;

- 4.2. Contractor shall implement activities identified in approved and agreed upon budget plans (see Price Sheet) and work plans (see Exhibit 2 – Work Plan) that align and support the overarching strategies to reduce the burden of COVID-19. The budget and performance period will begin June 1, 2021 and end May 31, 2023.

5. Tasks

ADHS shall provide technical assistance and support to local health departments and statewide partners on quarterly reports and other reporting requirements as defined and required by the CDC:

- 5.1. Develop, submit and implement approved and agreed upon two (2)-year budget;
- 5.2. Implement the approved and agreed upon two (2)-year work plan (Exhibit Two (2)) with identified strategies and actions by the end of the two (2)-year grant period;
- 5.3. Participate in all calls (monthly, bi-monthly, quarterly and ad hoc), technical assistance calls, webinars, meetings, training and scheduled site visits (as needed);
- 5.4. Participate in the development of a shared comprehensive evaluation plan and report out on any performance measures related to the implementation of their activities (process and/or intermediate), or as defined by the funding source;
- 5.5. Complete tagging and inventory of equipment in compliance with the policy of the State of Arizona Accounting Manual (SAAM):
 - 5.5.1. Stewardship <https://gao.az.gov/sites/default/files/2535%20Stewardship%20190304.pdf>
 - 5.5.2. Submit documents to the COVID-19 Health Equity Coordinator/ Program Manager pertaining to the asset (ie., receiving papers, invoice, purchase order, receipts, etc.), and
 - 5.5.3. Documents shall include the make, model, serial number, and acquisition date of the asset.
- 5.6. Ensure that all out-of-state travel language follows the travel and per diem policies as outlined in the State of Arizona Accounting Manual:
 - 5.6.1. Travel Responsibilities: <https://gao.az.gov/sites/default/files/5009%20Traveler%20Responsibilities%20Draft%200113.pdf>, and
 - 5.6.2. Travel Reimbursement Rates: <https://gao.az.gov/sites/default/files/5095%20Reimbursement%20Rates%20%20190102%20a.pdf>.
- 5.7. Comply with all federal reporting requirements; and
- 5.8. Timely submission of Quarterly Progress Reports.

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6. Funding Restrictions

Funds cannot be used for any of the following: (per CDC Notice of Funding Opportunity for this grant):

- 6.1. Restrictions that must be considered while planning the programs and writing the budget are:
 - 6.1.1. Recipients may not use funds for research,
 - 6.1.2. Recipients may not use funds for clinical care except as allowed by law, and
 - 6.1.3. Recipients may use funds only for reasonable program purposes, including personnel, travel, supplies, and services.
- 6.2. Generally, recipients may not use funds to purchase furniture or equipment. Any such proposed spending must be clearly identified in the budget;
- 6.3. Reimbursement of pre-award costs generally is not allowed, unless the CDC provides written approval to the recipient;
- 6.4. Other than for normal and recognized executive-legislative relationships, funds may not be used for:
 - 6.4.1. Publicity or propaganda purposes,
 - 6.4.2. The preparation, distribution, or use of any materials designed to support or defeat the enactment of legislation before any legislative body, and
 - 6.4.3. The salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before any legislative body.
- 6.5. See Additional Requirement (AR) 12 for detailed guidance on this prohibition and additional guidance on lobbying for CDC recipients; and
- 6.6. The direct and primary recipient in a cooperative agreement must program a substantial role in carrying out project outcomes and not merely serve as a conduit for an award to another party or provider who is ineligible.

7. Approvals

- 7.1. The quarterly reports, work plans, budget workbook, and monthly Contractor Expenditure Reports (CER) with receipts supporting expenditures billed for in-state and out-of-state travel and equipment purchases or \$250 or more, as required and/or requested, shall be submitted and approved by ADHS prior to payment reimbursement;
- 7.2. Upon approval of Work Plan, any changes to the approved activities or strategies must be resubmitted to ADHS for review and approval prior to implementation;
- 7.3. Any requests to provide additional information on expenditure reports and quarterly progress reports;
- 7.4. All marketing materials (use of ADHS logo, brochures, posters, public service announcements, paid media, videos, etc.) which have been developed, written, published, recorded by the local health departments and/or statewide partners and paid for funds from this award must be first approved by ADHS prior to the dissemination of such materials or airing or use of such announcement;
- 7.5. Any evaluation or study to be conducted that involves human subjects must be approved by ADHS prior to conducting, and have prior approval (as applicable);

CONTRACT NUMBER	INTERGOVERNMENTAL AGREEMENT
CTR057420	SCOPE OF WORK

- 7.6. Request approval in writing to the ADHS COVID-19 Health Equity Officer for purchases of single items of capital equipment at or above the purchase price of five thousand dollars (\$5,000.00):
 - 7.6.1. Requests can be made via email and shall include the following information:
 - 7.6.1.1. Type of equipment requesting to be purchased,
 - 7.6.1.2. Cost of equipment, and
 - 7.6.1.3. How the proposed purchase supports the current approved scope of work and work plan.
- 7.7. Any requests to transfer budget exceeding twenty-five percent (25%) of total budget shall be submitted to ADHS for review and approval:
 - 7.7.1. Request to transfer budget amount between line items, exceeding twenty-five percent (25%) of total budget or to a non-funded line item, will require a revised budget be submitted to the COVID-19 Health Equity Coordinator / Program Manager and a contract amendment issued by ADHS Procurement, and
- 7.8. Contractor shall submit brochures, posters, public service announcements, paid media, videos, sponsorships, etc. to be paid for with funds from this contract prior to development and use to ADHS for review and approval.

8. ADHS Responsibilities

- 8.1. Review, feedback, and approval of the two (2) year work plan within thirty (30) days of submission;
- 8.2. Review, feedback, and approval of the Budgets Workbooks, CERs and supporting documentation within thirty (30) days of submission;
- 8.3. Feedback, technical assistance, and training to support the approved work plan, budget, quarterly reporting, and supporting documentation;
 - 8.3.1. Samples of evidence-based and/or evidence-informed strategies and supporting resources,
 - 8.3.2. A Quarterly Reporting template,
 - 8.3.3. A Work Plan template, and
 - 8.3.4. Budget Workbook and CER templates,
- 8.4. Access to virtual technical assistance and guidance from ADHS staff, local health department peers/mentors, statewide partners, and subject matter experts related to the strategies for which the contractor has received funding; and
- 8.5. Coordinate and conduct annual Contractor site visits, as needed.

9. Deliverables

- 9.1. Two (2) year work plan as submitted and approved for the grant budget period (June 1, 2021- September 30, 2023);
- 9.2. Submit monthly Contractor Expenditure Report (CER) to ADHS, due thirty (30) days following each month of service and shall maintain sufficient documentation in the form of receipts in support of expenses incurred for any purchases that are being claimed for reimbursement:

CONTRACT NUMBER	INTERGOVERNMENTAL AGREEMENT
CTR057420	SCOPE OF WORK

- 9.2.1. Upon request from ADHS, all receipts supporting expenses billed for a selected CER shall be submitted for review. CER will not be reviewed and submitted for payment until supporting documentation is received, and
- 9.2.2. Supporting documentation shall be kept by the contractor and does not need submitted with CER's with the exception of travel documentations (in-state and out-of-state) and single purchased of equipment exceeding \$250,
- 9.3. Receipts supporting expenses billed for any in-state/out-of-state travel and equipment purchases of \$250 or more are to also be submitted with the monthly CER for the month in which the travel expenses are incurred;
- 9.4. Written Quarterly Progress Reports, due 60 days into the contract and at the end of each fiscal quarter thereafter through the performance/budget period (which would be July 31, 2021; October 31, 2021; January 31, 2022; April 30, 2022; July 31, 2022; October 31, 2022; January 31, 2023; and April 30, 2023);
- 9.5. A final CER invoice no later than thirty (30) days following the end of each contract year;
- 9.6. Provide the COVID-19 Health Equity Coordinator/Program Manager with contract information of all program staff funded under this IGA within thirty (30) days of contract execution to include:
 - 9.6.1. Name, title, email, phone, and
 - 9.6.2. Program area assigned, and
- 9.7. Submit to the COVID-19 Health Equity Coordinator/ Program Manager all staffing and programmatic changes within fifteen (15) days providing all information outlined in section 9.6.

10. State Provided Items

ADHS will provide:

- 10.1. Exhibit One (1) – Contractor Expenditure Report (CER);
- 10.2. Exhibit Two (2) – Two (2)-Year Work Plan;
- 10.3. Exhibit Three (3) – Budget Line Item Move Tool;
- 10.4. Exhibit Four (4) – 2 CFR 200.332; and
- 10.5. Quarterly Report Template (to be provided after execution of contract)

11. Notices, Correspondence, Reports and Invoices

- 11.1. Notices, correspondence, reports, supporting documentation and CERs from the contractors to ADHS shall be sent to:

Arizona Department of Health Services
Chavon Woods
Arizona COVID-19 Health Equity Coordinator / Program Manager
150 N. 18th Avenue
Phoenix, AZ 85007
Email: chavon.woods@azdhs.gov

CONTRACT NUMBER	INTERGOVERNMENTAL AGREEMENT SCOPE OF WORK
CTR057420	

11.2. Notices, Correspondence, Reports and Payment from ADHS to the Contractor shall be sent to:

Pima County Health Department
Theresa Cullen
3950 S. Country Club Road, Suite 100
Tucson, AZ 85714
Phone: (520) 724-7770
Email: Theresa.Cullen@pima.gov

CONTRACT NUMBER	INTERGOVERNMENTAL AGREEMENT PRICE SHEET
CTR057420	

**COVID-19 Health Disparities Grant
Arizona Department of Health Services
Pima County Health Department (PCHD)**

Cost Reimbursement Line Item Budget

ACCOUNT CLASSIFICATION	TOTAL
Personnel	\$0.00
ERE	\$0.00
Professional & Outside Services	\$199,998.00
Travel	\$0.00
Occupancy	\$0.00
Other Operating Expense	\$0.00
Indirect (if authorized)	\$0.00
TOTAL	\$199,998.00

The Contractor is authorized to transfer up to a maximum of twenty-five percent (25%) of the total budget amount between funded line items. Transfers exceeding twenty-five percent (25%) or to a non-funded line item shall require an amendment.

CONTRACT NUMBER
CTR057420

**EXHIBIT ONE (1)
CONTRACTOR'S EXPENDITURE REPORT (CER)**

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

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

7. FIXED PRICE (Deliverables)	Rate Per Unit	Number of Units Provided This Reporting Period	Total Funds Awarded This Reporting Period	Prior Reporting Period YTD Funds Awarded	Total YTD Funds Awarded
A. Type of Unit (Insert Below)					
	\$	0	\$	\$	\$
	\$	0	\$	\$	\$
	\$	0	\$	\$	\$
	\$	0	\$	\$	\$
	\$	0	\$	\$	\$
Total		0	\$	\$	\$

8. MATCH EXPENDITURES (Actual Expenditures)	Prior Reporting Period YTD Expenditures	Current In-Kind Match Expenditures	Current Cash Match Expenditures	Total YTD Match Expenditures
A. Account Classifications (Insert type of match below)				
	\$	\$	\$	\$
Total	\$	\$	\$	\$

<p>ADHS USE ONLY</p> <p>I certify this report has been examined by me, and to the best of my knowledge and belief, the expenses listed are appropriate and reasonable. I also confirm the reported expenditures are based on the information is valid, based on a review of supporting records. The sub recipient is in compliance with the terms of the contract which allow the program to approve and pay this CER invoice.</p> <p>ADHS PROGRAM CERTIFICATION:</p> <input type="checkbox"/> Performance Satisfactory for payment <input type="checkbox"/> Performance Unsatisfactory, Withhold Payment <input checked="" type="checkbox"/> No Payment Due <p>PROGRAM MANAGER SIGNATURE / DATE _____</p> <p>PROGRAM MANAGER NAME / DATE _____</p>	<p>THIS SECTION FOR ADHS FINANCE USE ONLY</p> <table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th colspan="6"></th> <th style="text-align: center;">AMOUNT</th> </tr> </thead> <tbody> <tr> <td colspan="6">Total Expenditures / Total Fixed Price</td> <td style="text-align: right;">\$</td> </tr> <tr> <td colspan="6">Add (if required):</td> <td style="text-align: right;">\$</td> </tr> <tr> <td colspan="6">Less: Year-to-Date Payments</td> <td style="text-align: right;">\$</td> </tr> <tr> <td colspan="6">Add (if required):</td> <td style="text-align: right;">\$</td> </tr> <tr> <td colspan="6">Net Payment Due:</td> <td style="text-align: right;">\$</td> </tr> <tr> <th style="text-align: center;">Fiscal Year</th> <th style="text-align: center;">Function</th> <th style="text-align: center;">PPC</th> <th style="text-align: center;">Major Program</th> <th style="text-align: center;">Program</th> <th style="text-align: center;">Amount</th> <td style="text-align: right;">\$</td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td style="text-align: right;">\$</td> <td style="text-align: right;">\$</td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td style="text-align: right;">\$</td> <td style="text-align: right;">\$</td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td style="text-align: right;">\$</td> <td style="text-align: right;">\$</td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td style="text-align: right;">\$</td> <td style="text-align: right;">\$</td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td style="text-align: right;">\$</td> <td style="text-align: right;">\$</td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td style="text-align: right;">\$</td> <td style="text-align: right;">\$</td> </tr> </tbody> </table>							AMOUNT	Total Expenditures / Total Fixed Price						\$	Add (if required):						\$	Less: Year-to-Date Payments						\$	Add (if required):						\$	Net Payment Due:						\$	Fiscal Year	Function	PPC	Major Program	Program	Amount	\$						\$	\$						\$	\$						\$	\$						\$	\$						\$	\$						\$	\$	<p>CONTRACTOR CERTIFICATION</p> <p>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 accurate, valid, based upon our official accounting records (bank statements) and reconcile 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.</p> <p>CONTRACTOR'S SIGNATURE / DATE _____</p> <p>CONTRACTOR'S NAME / DATE _____</p>
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CONTRACT NUMBER	Exhibit Two (2) WORK PLAN
CTR057420	

Pima County Health Department	\$199,998
130 W CONGRESS, TUCSON, Arizona 85701	
Method of Selection: Intergovernmental Agreement between Public Entities	
Period of Performance: 24 months (estimated June 1, 2021-May 31, 2023)	
Summary of Activities: Pima County Health Department (PCHD) will support the Tohono O'odham Tribe, located in rural areas of Pima County, to address COVID-19-related health disparities among Tohono O'odham tribal members. Activities include: 1. Expand COVID-19 testing: Pima County Health Department (PCHD) will work closely with the Tohono O'odham Department of Health and Human Services (TODHHS) Community Health Representative (CHR) and other programs, along with the Tohono O'odham Nation Health Care (TONHC) Public Health Nursing (PHN) program, to provide assistance with at-home, self-administered COVID-19 testing. Mobile testing will also be expanded throughout the districts and communities on the Tohono O'odham Nation in partnership with TONHC and community partners and businesses where people live, work, worship, and play. 2. PCHD will provide assistance to the TODHHS COVID-19 Response Team to develop and use a standardized data-tracking tool for use in the field to track and report services provided under the grant and improve outreach efforts. 3. Expand capacity of the Community Health Worker (CHW) workforce: Build upon the existing TONHC PHN and TODHHS CHR programs to form a TONHC/TODHHS Response team and offer additional training in identified areas of need including Contact Tracing and Contact Investigation, COVID-19 education and updates, motivational interviewing, grief and loss and trauma informed care, data collection in the field, systems navigation, wrap-around resources available both on and off reservation. PHNs will act on referrals received and send referrals, as appropriate, to CHRs, behavioral health and social service programs; transportation, education; testing services; and other areas of need to address the social determinants of health. 4. Engagement with COVID-19 response teams across Pima County: Shared training opportunities, practice support, lessons learned and promising practices will be made available through the PCHD and other CDC-funded COVID-19 Health Disparities grant partners to strengthen support and capacity of the Tohono O'odham Nation COVID-19 Response team. Response team will participate in training as needed, professional development opportunities and community of practice support to build capability, capacity and collaboration across jurisdictions.	
Method of Accountability: The Finance and Contract Specialist will be responsible for contract management and contractor oversight, ensuring the scope of work and all deliverables are completed by Pima County Health Department for payment of invoices for service. Quarterly progress reports will be required.	

CONTRACT NUMBER	Exhibit Two (2) WORK PLAN
CTR057420	

Strategy 2

Activity 25 Title	Pima County and Tohono O'odham: Data on testing, incidence, vaccination, and severe outcomes by membership in one or more population groups known to be disproportionately affected by health disparities						
Activity Focus (Select all that apply)	Testing Contact tracing and case investigation Vaccine administration support						
Other Activity Focus (if applicable)							
Racial and Ethnic Population(s) of Focus	American Indian	Describe the Racial and Ethnic	Populations disproportionately impacted by COVID-19				
Other Population(s) of Focus	People living in rural areas	Describe the Rural Community					
Other Population (if applicable)							
Estimated Reach of Population(s) of	20,000						
Geographic Area	Rural						
Setting	Tribal nation or area						
Other Setting (if applicable)							
Activity Description	Contributing Partners	Partner Type (Select one)	Other Partner Type (if applicable)	Key Contracts & Consultants	Key Deliverables/Outputs	Start Date	End Date
<p>Build on plans for collecting and reporting timely, complete, representative, and relevant data on testing, incidence, vaccination, and severe outcomes by membership in one or more population groups known to be disproportionately affected by health disparities. The grant will require a consistent and easy to use method of tracking activity, including standard de-identified demographics and services provided for improved service coordination and reporting purposes. Pima County Health Department (PCHD) will provide assistance to the TODHHS COVID-19 Response Team to adapt a standardized data-tracking tool for use in the field for the sole purpose of tracking and reporting services provided under the grant and improve outreach efforts.</p> <p>Process Implementation:</p> <ol style="list-style-type: none"> Review current COVID-19 data collection and tracking tools by Tohono O'odham Department of Health and Human Services (TODHHS) and Tohono O'odham Nation Health Care (TONHC) and develop a standardized intake and tracking form for use in the field Develop a standard operating protocol to ensure safety and consistency of use across the Response team Train staff in Response team on use of data collection tool and improve efficiency of use 	Pima County Health Department (PCHD)	Local governmental agencies and community leaders	Local county health department	Arizona Department of Health Services (ADHS) will contract with the Pima County Health Department (PCHD), who will contract with the Tohono O'odham Nation to implement this activity.	1. Updated data collection and tracking tool 2. Staffed trained on use of data tracking tool 3. Standard operating protocol developed for data collection and tracking by Response team members	6/1/2021	5/30/2023
	Tohono O'odham Department of Health and Human Services (TODHHS) - Community Health Representative	Tribes, tribal organizations	Tribal nation health department				
	Tohono O'odham Nation Health Care (TONHC) - Public Health Nursing	Tribes, tribal organizations	Health care provider				

CONTRACT NUMBER	Exhibit Two (2) WORK PLAN
CTR057420	

Strategy 3

Activity 15 Title	Pima County and Tohono O'odham: Expand the Community Health Worker (CHW) workforce.						
Activity Focus (Select all that apply)	Testing; Contact tracing and case investigation Quarantine and Isolation Vaccine administration support Evidence-based policies, systems, and environmental strategies to address COVID-19 Other						
Other Activity Focus (if applicable)	Community Engagement						
Racial and Ethnic Population(s) of Focus (Select all that apply)	American Indian Hispanic	Describe the Racial and Ethnic Population(s) (if applicable)					
Other Population(s) of Focus (Select all that apply)	People living in rural areas Adults aged 65 and over	Describe the Rural Community Served (if applicable)					
Other Population (if applicable)	Justice-involved; Refugees, Asylum-seekers, immigrants, and Migrants; People at or below the federal poverty level						
Estimated Reach of Population(s) of Geographic Area	Rural						
Setting	Tribal nation or area						
Other Setting (if applicable)							
Activity Description	Contributing Partners	Partner Type (Select one)	Other Partner Type (if applicable)	Key Contracts & Consultants	Key Deliverables/Outputs	Start Date	End Date
<p>Problem: Historical trauma, mistrust, and misinformation and high rates of social vulnerability on tribal Nations all contribute to low participation in health services, contact tracing, and testing and screening efforts. History has demonstrated that Community Health Workers or Representatives on Tribal Nations (CHRs) with an emphasis on public health, as trusted members of the community, are effective in providing culturally and linguistically appropriate services, improve access to health care services and health outcomes. As members of the communities they serve themselves, CHRs act as a bridge between the community members and the health care and other service provider. TODHHS will expand coordination of the CHRs reach into the community, particularly those most impacted by COVID-19, by taking the following steps:</p> <p>Process Implementation:</p> <p>a. Building upon the existing Tohono O'odham Nation Health Care (TONHC) Public Health Nurses (PHNs) and Tohono O'odham Department of Health and Human Services (TODHHS) Community Health Representatives (CHRs) programs to form a TONHC/TODHHS Response team and offer additional training in identified areas of need including Contact Tracing and Contact Investigation, COVID-19 education and updates, motivational interviewing, grief and loss and trauma informed care, data collection in the field, systems navigation, wrap-around resources available both on and off reservation. (September 1, 2021- May 31, 2023)</p> <p>b. PHNs will act on referrals received and send referrals, as appropriate, to CHR's, behavioral health and social service programs; transportation, education; testing services; and other areas of need to address the social determinants of health (September 1, 2021- May 31, 2023)</p> <p>c. Expand the existing CHR capacity by providing training and technical assistance. (September 1, 2021- May 31 2023)</p>	Pima County Health Department (and health disparities grant team)	Local governmental agencies and community leaders	County health department	Arizona Department of Health Services (ADHS) will contract with the Pima County Health Department (PCHD), who will contract with the Tohono O'odham Nation to implement this activity.	Written Quarterly Progress Reports; monthly expense reporting; number of referral provided	8/1/2021	5/31/2023
	Tohono O'odham Department of Health and Human Services (TODHHS)	Tribes, tribal organizations	Tribal nation health department				
	Tohono O'odham Nation Health Care (TONHC)	Healthcare providers					
	Arizona Community Health Worker Association (AZCHOW)	Community-based and civic organizations					

CONTRACT NUMBER	Exhibit Two (2) WORK PLAN
CTR057420	

Strategy 4

Activity 22 Title	Pima County and Tohono O'odham: Engagement with COVID-19 response teams across Pima County and Collaboration via Community of Practice with Pima County District response teams						
Activity Focus (Select all that apply)	Testing Contact tracing and case investigation Vaccine administration support Other						
Other Activity Focus (if applicable)	Partnerships; Collaboration; Best practices; Community Engagement						
Racial and Ethnic Population(s) of Focus	American Indian	Describe the Racial and Ethnic					
Other Population(s) of Focus	People living in rural areas	Describe the Rural Community		Rural and semi-rural areas of Pima County			
Other Population (if applicable)							
Estimated Reach of Population(s) of	25,000						
Geographic Area	Rural						
Setting	Tribal nation or area						
Other Setting (if applicable)							
Activity Description	Contributing Partners	Partner Type (Select one)	Other Partner Type (if applicable)	Key Contracts & Consultants	Key Deliverables/Outputs	Start Date	End Date
<p>Tohono O'odham Community Health Representatives (CHRs) and Public Health Nurses (PHNs) are primarily responsible for providing community health services and outreach across the Tohono O'odham Nation and often do not have access to resources, support and shared learnings from other jurisdictions and government entities. Shared training opportunities, practice support, lessons learned and promising practices will be made available through the Pima County Health Department (PCHD) and the CDC-funded COVID-19 Health Disparities grant partners to strengthen support and capacity of the Tohono O'odham Nation COVID-19 Response Team.</p> <p>Process implementation: TODHHS Response team will participate in training as needed, professional development opportunities and community of practice support to build capability, capacity and collaboration across jurisdictions (September 1, 2021- May 31, 2023).</p>	Pima County Health Department	Local governmental agencies and community leaders	Local county health department	Arizona Department of Health Services (ADHS) will contract with the Pima County Health Department (PCHD), who will contract with the Tohono O'odham Nation to implement this activity.	<p>a. TODHHS Response Teams develop strong professional networks and expand service coordination across jurisdictions (September 1, 2021- May 31 2023)</p> <p>b. TODHHS response teams use tools, resources and lessons learned acquired through communities of practice to improve effectiveness and efficiency in service delivery (December 1, 2021 – May 31, 2023)</p>	June 1, 2021	May 31, 2023
	Tohono O'odham Department of Health and Human Services (TODHHS) Response Team	Tribes, tribal organizations	Tribal nation health department				
	Tohono O'odham Nation Health Care (TONHC) - Public Health Nurses	Tribes, tribal organizations	Health care provider				
	Arizona Community Health Worker Association (AZCHWA)	Community-based and civic organizations					
	Community based organizations	Community-based and civic organizations					
	Community Health centers	Community-based and civic organizations	Health care provider				

CONTRACT NUMBER
CTR057420

**EXHIBIT THREE (3)
BUDGET LINE ITEM MOVE TOOL**

BUDGET LINE ITEM MOVES

Note: This document is provided only for the contractor to use to assist with tracking budget line item moves to determine if/when a contract amendment needs to be requested.

Revised Budget Per 25% Movement Between Line Items						
<i>(Budget moves exceeding 25% of total annual budget or to a non-funded line item will require a contract amendment.)</i>						
Account Classification	Approved Contract Budget	Total Budget Change 00/00/00	Total Budget Change 00/00/00	Total Budget Change 00/00/00	Revised Budget *	% of Budget Change
Personnel Services					\$0.00	#DIV/0!
ERE					\$0.00	#DIV/0!
Professional & Outside Services					\$0.00	#DIV/0!
Travel Expenses					\$0.00	#DIV/0!
Occupancy Expense					\$0.00	#DIV/0!
Other Operating Expenses					\$0.00	#DIV/0!
Indirect					\$0.00	#DIV/0!
Total	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!
Total Amount & Percentage of Movement Request	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!

CONTRACT NUMBER	EXHIBIT FOUR (4)
CTR057420	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 NH75OT000005-01-00

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

Pima County Health Department

Subrecipient's unique entity identifier (DUNS #):

144733792

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

NH75OT000005

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;

05/26/2021

Subaward Period of Performance Start and End Date;

6/1/2021 - 5/30/2023

Subaward Budget Period Start and End Date:

6/1/2021 - 5/30/2023

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

\$199,998.00

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

\$33,866,454.00

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

\$34,603,661.00

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

Covid-19 Health Disparities

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

Centers for Disease Control and Prevention (CDC)

CONTRACT NUMBER	EXHIBIT FOUR (4) 2 CFR 200.332
CTR057420	

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

93.391

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

0%