

BOARD OF SUPERVISORS AGENDA ITEM REPORT CONTRACTS / AWARDS / GRANTS

C Award	○ Contract	@ Grant
Award	Contract	Glant

Requested Board Meeting Date: December 6, 2022

* = Mandatory, information must be provided

or Procurement Director Award \Box

*Contractor/Vendor Name/Grantor (DBA):

Arizona Department of Health Services (ADHS)

*Project Title/Description:

Public Health Improvement Program.

*Purpose:

The purpose of the Public Health Improvement Program is to provide funding to 1) support PCHD's reaccreditation with the Public Health Accreditation Board; 2) annually complete three quality improvement projects in administrative, clinical, non-clinical and population-based health promotion, protection, or improvement effort; and 3) maintain a competent workforce.

*Procurement Method:

This grant IGA is a non-procurement agreement and not subject to procurement rules.

*Program Goals/Predicted Outcomes:

The Health Department will implement evidence-based strategies at the local community level that:

- 1. Seek Public Health Accreditation Board (PHAB) accreditation or re-accreditation;
- 2. Evaluate and continuously improve processes, programs, quality improvement, and performance management;
- 3. Maintain a competent workforce; and
- 4. Conduct and disseminate assessments focused on population health status and public health issues facing the community.

*Public Benefit:

The Public Health Improvement Program implements a variety of evidence-based strategies designed to impact policy, system, and environmental change at the community and organizational level, to promote and implement healthy community interventions. This program allows the Health Department to better align priorities internally and ensure that its work supports the activities identified in the Pima County Community Health Needs Assessment, the Health Department's Strategic Plan, and year one goals of the Healthy Pima Action Plan.

*Metrics Available to Measure Performance:

Metrics are determined for each goal funded by this grant through the development of program specific work plans that are approved by ADHS during the first quarter of funding.

*Retroactive:

Yes. The term for this IGA began July 1, 2022. However, the final version was not received by PCHD until November 9, 2022. If not approved, the PCHD will not have \$113,700 of budgeted funding for this program.

CHIL APPROVES

Document Type: Department Code:	
Commencement Date: Termination Date:	Prior Contract Number (Synergen/CMS):
Expense Amount: \$*	Revenue Amount: \$
*Funding Source(s) required:	
Funding from General Fund?	%
Contract is fully or partially funded with Federal Funds? If Yes, is the Contract to a vendor or subrecipient?	☐ Yes ☐ No
Were insurance or indemnity clauses modified? If Yes, attach Risk's approval.	☐ Yes ☐ No
Vendor is using a Social Security Number?	☐ Yes ☐ No
If Yes, attach the required form per Administrative Procedure	22-10.
Amendment / Revised Award Information	
	Contract Number (i.e.,15-123):
	AMS Version No.:
Commencement Date:	
	Prior Contract No. (Synergen/CMS):
© Expense or © Revenue © Increase © Decrease	
Is there revenue included?	Yes \$
*Funding Source(s) required:	
Funding from General Fund?	Yes\$ %
Grant/Amendment Information (for grants acceptance and	I awards)
Document Type: GTAW Department Code: HD	Grant Number (i.e.,15-123): 23-071
Commencement Date: 07/01/2022 Termination Date: 0	
Match Amount: \$	
Materi Arriburit. \$	
*All Funding Source(s) required: Preventive Health and Heal	
*All Funding Source(s) required: Preventive Health and Heal	Ith Services Block Grant, CDC funding
*Match funding from General Fund? Yes No If *Match funding from other sources? Yes No If	Yes \$ %
*Match funding from General Fund? Yes No If *Match funding from other sources? Yes No If *Funding Source:	Yes \$ %
*Match funding from General Fund? Yes No If *Match funding from other sources? Yes No If	Yes \$ % Yes \$ % Yes \$ % Yfrom the Via Arizona Department of Health Services,
*Match funding from General Fund? Yes No If *Match funding from other sources? Yes No If *Funding Source: *If Federal funds are received, is funding coming directly	Yes \$ % Yes \$ % Yes \$ % Yfrom the Via Arizona Department of Health Services,
*Match funding from General Fund? Yes No If *Match funding from other sources? Yes No If *Funding Source: *If Federal funds are received, is funding coming directly Federal government or passed through other organization.	Yes \$ %
*Match funding from General Fund? Yes No If *Match funding from other sources? Yes No If *Funding Source: *If Federal funds are received, is funding coming directly Federal government or passed through other organization.	Yes \$ %
*All Funding Source(s) required: Preventive Health and Heal *Match funding from General Fund? Yes No If *Match funding from other sources? Yes No If *Funding Source: *If Federal funds are received, is funding coming directly Federal government or passed through other organization. Contact: Sharon Grant Department: Health	Yes \$ %



INTERGOVERNMENTAL AGREEMENT (IGA)

Contract No. CTR060592

ARIZONA DEPARTMENT OF

HEALTH SERVICES 150 North 18th Avenue, Suite 530 Phoenix, Arizona 85007

Procurement Officer: Mitchell Goldberg

Project Title: Public Health Improvement Program	Begin Date: <u>July 01, 2022</u>
Geographic Service Area: Pima County	Termination Date: June 30, 2027
X Counties: A.R.S. §§ 11-201, 11-951, 11-952 a Indian Tribes: A.R.S. §§ 11-951, 11-952 and the r Nation. School Districts: A.R.S. §§ 11-951, 11-952, and 1 City of Phoenix: Chapter II, §§ 1 & 2, Charter, Ci City of Tempe: Chapter 1, Article 1, §§ 1.01 & 1.05	nd 36-182. ules and sovereign authority of the contracting Indian 5-342. ty of Phoenix.
Arizona Transaction (Sales) Privilege: 07-290-681 D	FOR CLARIFICATION, CONTACT:
Federal Employer Identification No.: 86-6000472	Name: Sharon Grant Phone:
Fax License No.:	FAX No:
Contractor Name: Pima County Health Department Address: 3950 S. Country Club Rd, Suite 100 Tucson, AZ 85714	E-mail: Sharon.Grant@pima.gov
CONTRACTOR SIGNATURE: The Contractor agrees to perform all the services set forth in the Agreement and Work Statement.	This Contract shall henceforth be referred to as Contract No. CTR060592 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.
Signature of Person Authorized to Sign Date Sharon Bronson, Chair, Board of Supervisors	State of Arizona Signed this day of, 2022
Print Name and Title	
	Procurement Officer
CONTRACTOR ATTORNEY SIGNATURE: Pursuant to A.R.S. § 11-952, the undersigned Contractor's Attorney has determined that this Intergovernmental Agreement is n proper form and is within the powers and authority granted under the laws of Arizona. Signature of Person Authorized to Sign Date	Contract, No. CTR060592, 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 withe powers granted under the laws of the State of Arizona to those parties the Agreement represented by the Attorney General. The Attorney General, BY:
Jonathan Phikney, Deputy County Attorney	Signature Date

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 "<u>Budget Term</u>" means the period of time for which the contract budget has been created and during which funds should be expended.
 - 1.4 <u>"Change Order"</u> 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 <u>"Contract"</u> 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 <u>"Contract Amendment"</u> 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 <u>"Cost Reimbursement"</u> 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 "<u>Fixed Price</u>" establishes a set price per unit of service. The set price shall be based on costs, which are reasonable, allowable and allocable.
 - 1.11 <u>"Gratuity"</u> 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 <u>"Materials"</u> unless otherwise stated herein, means all property, including but not limited to equipment, supplies, printing, insurance and leases of property.
 - 1.13 <u>"Procurement Officer"</u> 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 <u>"Purchase Order"</u> 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 <u>"Services"</u> means the furnishing of labor, time or effort by a Contractor or Subcontractor.
 - 1.16 <u>"Subcontract"</u> 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 <u>"State"</u> 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:	
Х	Cost Reimbursement

3. Contract Interpretation.

- 3.1. <u>Arizona Law</u>. The law of Arizona applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona.
- 3.2. <u>Implied Contract Terms</u>. 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. <u>Contract Order of Precedence</u>. 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. <u>Severability</u>. 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. <u>No Parole Evidence</u>. 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. <u>No Waiver</u>. 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. <u>Headings</u>. Headings are for organizational purposes only and shall not be interpreted as having legal significance or meaning.

4. Contract Administration and Operation.

- 4.1. <u>Term.</u> 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. <u>Contract Renewal</u>. 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.
- 4.3. New Budget Term. If a budget term has been completed in a multi-term Contract, the parties may agree to

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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. <u>Non-Discrimination</u>. 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. <u>Financial Management</u>. 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. <u>Advertising and Promotion of Contract</u>. 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, software, data and any other intellectual property or deliverables created, prepared, or received by

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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.
- 4.11. <u>E-Verify Requirements</u> 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

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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. <u>Payments</u>. 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. <u>Unit Costs/Rates or Fees</u>. 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 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

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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. <u>Availability of Funds for the Current Contract Term.</u> 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. <u>Subcontracts</u>. 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. <u>Assignments and Delegation</u>. 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. <u>Risk of Loss</u>. The Contractor shall bear all loss of conforming material covered under this Contract until 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

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materials shall remain with the Contractor regardless of receipt.

7.2. <u>Mutual Indemnification</u>. 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. <u>Liens</u>. The Contractor agrees that the Materials supplied under this Contract are free of liens. In the event the 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.

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- 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. <u>Inspection/Testing</u>. Subparagraphs 8.1 through 8.2 of this paragraph are not affected by inspection or testing of or payment for the Materials by the State.
- 8.4. <u>Compliance With Applicable Laws</u>. 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 the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall

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make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.

- 9.3. <u>Non-exclusive Remedies</u>. 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. <u>Gratuities</u>. 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. <u>Suspension or Debarment.</u> 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 Contact 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 Contractor and approved by ADHS. In addition, the Contractor will be paid its reasonable actual

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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. <u>Mutual Termination.</u> 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. <u>Disposition of Property</u>. 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 Agreement shall be resolved through the use of arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12 -1518, except as may be required by other applicable statutes (Title 41).

12. Communication

- 12.1. <u>Program Report</u>. When reports are required by the Contract, the Contractor shall provide them in the format approved by ADHS.
- 12.2. <u>Information and Coordination</u>. 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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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. Unique Entity Identifier (UEI) Requirement

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

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

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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. Technology Replacement

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

22. Authorization for Provision of Services

Authorization for purchase of services under this Agreement shall be made only upon ADHS issuance of a Purchase Order that is signed by an authorized agent. The Purchase Order will indicate the Agreement number and the dollar amount of the funds authorized. The Contractor shall only be authorized to perform services up to the amount of the Purchase Order. ADHS shall not have any legal obligation to pay for services in excess of the amount indicated on the Purchase Order. No further obligation for payment shall exist on behalf of ADHS unless 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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Background

- 1.1. The vision of the Arizona Department of Health Services (ADHS) is "Health and Wellness for all Arizonans." The ADHS conducts a five (5) year statewide needs assessment, the Arizona State Health Assessment (SHA), to examine key health indicators and provide a comprehensive overview of the health of Arizonans. Annual updates to the SHA are also published. ADHS published the 2019 Arizona State Health Assessment, which utilizes an evidence-based public health approach to improve the health and wellness of Arizona residents. Findings from the SHA inform the priorities outlined in the 2021-2025 Arizona Health Improvement Plan (AzHIP) and guide programming within ADHS, including that under the Centers for Disease Control and Prevention (CDC)—funded Preventive Health and Health Services Block Grant. The AzHIP creates a roadmap to improve the health of Arizonans over the next five (5) years through the development of partnerships and resources to work collectively on shared health improvement goals and strategies.
- 1.2. This Agreement is being established to provide funding to the Local County Health Department to implement the Public Health Improvement (PHI) Program within their county.
- 1.3. The PHI Program is funded through the Preventive Health and Health Services Block Grant.
- 1.4. This current iteration of the PHI Program was initiated in July 2020 and was originally funded through the fixed price, integrated Healthy People, Healthy Communities (HPHC) Intergovernmental Agreement (IGA). In July 2022, the PHI Program scope and funding were moved to a separate cost-reimbursement Agreement.
- 1.5. The ADHS Bureau of Women's and Children's Health (BWCH) administers the federally funded Preventive Health and Health Services Block Grant, in addition to other federally funded, state-funded, and privately funded programs;
- 1.6. The Preventive Health and Health Services Block Grant Program was established in 1981 through the consolidation of several previously categorical health and social service grants (e.g., emergency medical services, hypertension, home health services, health education and risk reduction, urban rodent control, and community water fluoridation). The Preventive Health and Health Services Block Grant Program provides federal funding for sixty-one (61) recipients: all fifty (50) states, the District of Columbia, two (2) American Indian tribes, five (5) US territories, and three (3) freely associated states and is administered by CDC's Center for State, Tribal, Local, and Territorial Support.
- 1.7. The Preventive Health and Health Services Block Grant gives recipients the ability to address prioritized public health needs in their jurisdictions in collaboration with local and tribal public health agencies and organizations. Recipients set their own goals and program objectives and implement local strategies to address their prioritized public health needs related to Healthy People 2030 objectives.
- 1.8. The <u>Preventive Health and Health Services Block Grant Measurement Framework</u> allows for standardized data collection and aggregation of the outputs, outcomes, and achievements of health departments using grant funds. The framework consists of four (4) key measures:
 - 1.8.1. Improvement in the capacity of information systems to collect data of public health importance,
 - 1.8.2. Improvement in the efficiency or effectiveness of operations, programs, or services,
 - 1.8.3. Emerging public health needs addressed, and
 - 1.8.4. Evidence-based public health interventions implemented.
- 1.9. Key populations of interest for the PHI Program are: all Arizonans.

2. Purpose

The purpose of this Agreement is to leverage partnerships between ADHS and Local County Health Departments

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by providing Preventive Health and Health Services Block Grant funding to support the implementation of high impact strategies that address the health priorities identified in the AzHIP and County Health Improvement Plans (CHIPs). This Agreement is intended to provide flexibility to the Local County Health Department to meet the needs of local communities.

3. Objective

- 3.1. The County shall implement evidence-based/evidence-informed strategies at the local community level that:
 - 3.1.1. Promote and implement healthy community interventions that target policy, system and environmental approaches that will shape the communities in which we live, learn, work, and play, and
 - 3.1.2. Promote and implement healthy people interventions that target individual behavior and support making healthy choices.

4. Scope of Work

- 4.1. Under the PHI Program, the county health departments may use several strategies to support local initiatives to achieve healthy communities. As health departments often may not have dedicated funds and resources to build and strengthen their organizations, the Public Health Improvement funds allow for that flexibility within the established strategies. The funds may be used for activities to seek accreditation and re-accreditation, improve health department efficiency and effectiveness, increase performance management capacity, and enhance public health readiness activities in the face of emerging issues;
- 4.2. The County shall select one (1) or more strategies from the strategic areas outlined below:
 - 4.2.1. Strategic Area: Seeking Public Health Accreditation Board (PHAB) Accreditation or Reaccreditation
 - 4.2.1.1. Implement activities, training, and tools for the Local Health Department (LHD) to apply for PHAB accreditation; and
 - 4.2.1.2. Implement activities, training, and tools for the LHD to achieve PHAB reaccreditation sustainability.
 - 4.2.2. Strategic Area: Evaluate and Continuously Improve Processes, Programs, Quality Improvement, and Interventions Performance Management
 - 4.2.2.1. Implement tools or training to develop or maintain a performance management system supported by leadership and management to monitor achievement of organizational objectives;
 - 4.2.2.2. Implement activities, tools, or training to develop or maintain a culture of quality improvement integrated into organizational practice, processes, and interventions; and
 - 4.2.2.3. Conduct training or capacity building with local stakeholders to support the department's and county's implementation of a quality improvement plan or quality improvement activities.
 - 4.2.3. Strategic Area: Maintain a Competent Workforce
 - 4.2.3.1. Implement activities and training to build multidisciplinary skills needed for the health department to achieve its mission, goals, and objectives;
 - 4.2.3.2. Implement activities to build and support a health department with a supportive work environment, employee recognition, employee wellness efforts, and professional

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development; and

- 4.2.3.3. Conduct activities to support the larger public health workforce of the community.
- 4.2.4. Strategic Area: Conduct and Disseminate Assessments Focused on Population Health Status and Public Health Issues Facing the Community
 - 4.2.4.1. Conduct collaborative activities with the community to develop, enhance, and disseminate the community health assessment.
- 4.2.5. Strategic Area: Develop Policies and Plans
 - 4.2.5.1. Conduct or participate in collaborative activities with the community to develop and implement the community health improvement plan;
 - 4.2.5.2. Conduct activities to track and implement goals set in the county health improvement plan;
 - 4.2.5.3. Complete activities to develop, implement, and maintain a strategic plan; and
 - 4.2.5.4. Complete activities to develop, implement, and maintain an all hazards emergency operations plan.
- 4.2.6. Strategic Area: Health Equity
 - 4.2.6.1. Develop and implement strategies that address health inequity and cultural competence.
- 4.2.7. Strategic Area: Administrative and Management Capacity
 - 4.2.7.1. Develop and maintain internal health department policies and procedures for operations, human resources, information management, financial management, and management of ethical issues.
- 4.3. In addition, with prior approval from ADHS, the County can also use their PHI Program funding to address emerging issues:
 - 4.3.1. Conduct activities to address an emerging health issue aligned with state and nationally identified emerging health issues (percentage (%) of funds to be approved by ADHS).

5. Evaluation

- 5.1. Performance measures and evaluations allow the Counties and ADHS to collaboratively track progress on process indicators, outcomes measures, and impacts. As part of the local evaluation plan, the Counties shall be responsible for measuring the short-term and intermediate outcomes. Monitoring progress on short-term outcomes provides an opportunity for the County to make adjustments to strategies to ensure increased long-term impact. ADHS, in coordination with the Counties, will be responsible for measuring the long-term and impact outcomes. Process indicators, outcomes measures, and impacts must clearly relate to the selected strategies and activities identified within each County's Annual Action Plan; and
- 5.2. ADHS will provide technical support to The County on selecting the appropriate indicators to measure process and outcomes as they align with the 2021-2025 AzHIP priorities and Healthy People 2030 objectives for the PHI Program.

6. Approvals

6.1. The quarterly reports, annual action plans, annual budget workbook, and monthly Contractor Expense Reports (CER) (Exhibit C) with receipts supporting expenses billed for in-state and out-of-state travel and equipment

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- purchases of \$250 or more, as required and/or requested shall be approved by ADHS prior to payment reimbursement:
- 6.2. Upon approval of the Action Plan, any changes to the approved activities, or strategies must be resubmitted to ADHS for review and approval prior to implementation;
- 6.3. Any requests to provide additional information on quarterly reports will require resubmission of the report for ADHS review and approval prior to payment reimbursement;
- 6.4. Purchases of Capital Equipment (single item purchase of \$5,000 or more) will require written approval prior to purchasing. Approval shall be requested in writing to the ADHS Block Grants Program Manager:
 - 6.4.1. Requests can be made via email and shall include the following information:
 - 6.4.2. Type of equipment requesting to be purchased,
 - 6.4.3. Cost of equipment, and
 - 6.4.4. How the proposed purchase supports the current approved scope of work and annual action plan.
- 6.5. All marketing materials (the use of ADHS logo, brochures, posters, public service announcements, paid media, videos, etc.) which have been developed, written, published, or recorded by the Counties and paid for with funds from this award must be first approved by ADHS prior to the dissemination of such materials or airing or use of such announcements;
- 6.6. All County local emerging issues and related supporting documentation must be approved by ADHS prior to implementation and the percentage of funds used to conduct activities to address an emerging health issue aligned with state and nationally identified emerging health issues must be approved by ADHS prior to implementation;
- 6.7. Any evaluation or study to be conducted that involves human subjects must be approved by ADHS prior to conducting; and

7. Tasks

- 7.1. The County shall:
 - 7.1.1. Develop and submit a separate Annual Budget Workbook, due January 15th of each year for the following year's budget period, including the federally approved indirect rate letter,
 - 7.1.2. Develop and implement an Annual Action Plan within the first (1st) forty-five (45) days of each budget period (i.e., on or before August 15th),
 - 7.1.3. Implement the selected, approved, evidence-based and/or evidence-informed strategies outlined in County Action Plans,
 - 7.1.4. Participate in all calls (monthly, bi-monthly, quarterly), technical assistance calls, webinars, meetings, and training,
 - 7.1.5. 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 sources,
 - 7.1.6. Provide receipts supporting expenses billed for any in-state/out-of-state travel and equipment purchases of \$250 or more are to also be submitted, and

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- 7.1.7. Provide upon request from ADHS all receipts supporting expenses billed for a selected for review.
- 7.1.8. Tag and inventory equipment in compliance with the policy in the State of Arizona Accounting Manual, https://gao.az.gov/sites/default/files/2535%20Stewardship%20190304.pdf;
- 7.1.9. Maintain documents pertaining to the asset, i.e., receiving papers, invoice, purchase order, receipt, etc., and
- 7.1.10. Documents shall include the make, model, serial number, and acquisition date of the asset.
- 7.1.11. Submit brochures, posters, public service announcements, paid media, videos, sponsorships, etc., to be paid for with funds from this IGA prior to development and use.

8. Requirements

- 8.1. All out-of-state travel shall follow the travel and per diem policies as outlined in the State of Arizona Accounting Manual (SAAM);
 - 8.1.1. https://gao.az.gov/sites/default/files/5009%20Traveler%20Responsibilities%20Draft%20200113.pdf, and
 - 8.1.2. https://gao.az.gov/sites/default/files/5095%20Reimbursement%20Rates%20%20190102%20a.pdf.
- 8.2. Food purchases for events are an allowable cost under this grant. Food costs less than \$500 per event and cumulative cost less than \$5,000 annually do not require prior approval when spent within SAAM policies;
 - 8.2.1. When food costs exceed the allowable thresholds set forth in the Agreement, requests to purchase food shall be <u>required</u> by completing the *Request for Purchase of Food* form (Attachment F) and submitting to the MCH HAF Program Manager.
 - 8.2.1.1. Requests shall be submitted ten (10) business days prior to needing to purchase food items.
 - 8.2.1.2. Blanket food approval requests can be submitted for approval if multiple events, of the same nature, are reoccurring. The request shall indicate the number of events that will be held during the year and number of people attending, and
 - 8.2.1.3. No food shall be purchased or reimbursed until the form has been approved and signed by the ADHS Block Grants Program Manager.
 - 8.2.2. Purchases shall follow the Food and Beverages policy outlined in the SAAM, https://gao.az.gov/sites/default/files/8010%20Food%20and%20Beverages%20at%20State-sponsored%20Events%20181113.pdf, which includes but is not limited to:
 - 8.2.3. Food provided must not exceed the allowable ADHS per person, per diem meal rates.
 - 8.2.4. Justification for providing food at events requires but is not limited to:
 - 8.2.4.1. How providing food serves a valid public purpose and does not violate the "gift clause";
 - 8.2.4.2. Is an integral part of the function; and
 - 8.2.4.3. Benefits to the community.
 - 8.2.5. A speaker/presentation during the time the meal is provided is required.

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- 8.2.6. Food provided should be healthy items. Please see the ADHS Healthy Meeting Policy for further guidance on nutritional guidelines for events/meetings: https://azdhs.gov/documents/prevention/nutrition-physical-activity/healthy-meeting policy.pdf.
- 8.3. Comply with all federal reporting requirements.
- 8.4. At least one (1) Program Manager or coordinator from the Local County Health Department must attend the Annual HPHC/MCH HAF IGA Summit.
- 8.5. County program staff implementing strategies in this Agreement will be required to participate in a one-time orientation webinar, date to be determined.

9. State Provided Items

- 9.1. ADHS will provide:
 - 9.1.1. Review, feedback, and approval of the Annual Action Plan(s) within thirty (30) days of submitting;
 - 9.1.2. Review, feedback, and approval of the annual Budgets Workbooks, CERs and Supporting Documentation within thirty (30) days of submission;
 - 9.1.3. Feedback, technical assistance, and training to support the approved Annual Action Plan(s), Annual Budget, Quarterly Reporting, and Supporting Documentation;
 - 9.1.4. Samples of evidence-based and/or evidence-informed strategies and supporting resources,
 - 9.1.5. A Quarterly Reporting template upon execution of the Agreement,
 - 9.1.6. The Annual Action Plan template upon execution of the Agreement,
 - 9.1.7. Annual Budget Workbook and CER templates upon execution of the Agreement,
 - 9.1.8. Outcome Measures and examples of process or intermediate performance measures, as needed,
 - 9.1.9. Access to virtual technical assistance and guidance from ADHS staff, Local County Health Department peers/mentors, and subject matter experts related to the strategies for which the County has received funding, and
 - 9.1.10. Coordination and conduct annual Contractor site visits
- 9.2. Exhibit A 2 CFR 200.332;
- 9.3. Exhibit B 2 CFR 200.332;
- 9.4. Exhibit C Contractor Expenditure Report (CER);
- 9.5. Exhibit D Financial Supporting Documentation;
- 9.6. Exhibit E Line Item Budget Move Request;
- 9.7. Exhibit F Request for Purchase of Food;
- 9.8. Exhibit G Emerging Issues Approval Process; and
- 9.9. Upon execution of the Agreement:

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- 9.9.1. Action Plan Template,
- 9.9.2. Quarterly Report Template,
- 9.9.3. Contractor Expenditure Report (CER) template, and
- 9.9.4. Budget Workbook Template.

10. Restrictions

- 10.1. Funds cannot be used for any of the following:
 - 10.1.1. Lobbying activities, including the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government,
 - 10.1.2. Inpatient services,
 - 10.1.3. Cash payments to intended service recipients of health services,
 - 10.1.4. The purchase or improvements of land; the purchase, construction or permanent improvement (other than minor remodeling) of any building or other facility; or the purchase of major medical equipment unless the ADHS has obtained a waiver from the Secretary of the Department of Health and Human Services (HHS).
 - 10.1.5. Satisfying any requirements for the expenditure of non-federal funds as a condition for the receipt of federal funds,
 - 10.1.6. Providing funds for research or training (or other financial assistance) to any entity other than a public or non-profit private entity, and
 - 10.1.7. Payment for any item of service (other than an emergency item or service) furnished by or at the medical direction or prescription of an ineligible or uncertified individual or entity.

11. Deliverables

- 11.1. The County shall:
 - 11.1.1. Submit an Annual Action Plan within the first forty-five (45) days of each budget period;
 - 11.1.2. Submit a CER to ADHS, due thirty (30) days following each month of services.
 - 11.1.2.1. Include supporting documentation retained by the County and submit with quarterly CER for travel documentation (in-state and out-of-state) and single purchases of equipment exceeding \$250.
 - 11.1.3. Submit written Quarterly Reports, due thirty (30) days after each quarter end (Q1: July September; Q2: October December; Q3: January March; and Q4: April June);
 - 11.1.4. Submit a final CER invoice no later than forty-five (45) days following the end of each contract year;
 - 11.1.5. Submit an Annual Budget Workbook by January 15th for the next year's fiscal period;
 - 11.1.6. Retain and submit monthly CERs and maintain sufficient documentation in the form of receipts in support of expenses incurred for any purchases that are being claimed for reimbursement

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or applied as match dollars to a budget;

- 11.1.7. Provide the ADHS Block Grants Program Manager with contact information of all program staff funded under this IGA within thirty (30) days of IGA execution to include:
 - 11.1.7.1. Name, title, email address and phone numbers,
 - 11.1.7.2. Staff Resumes, and
 - 11.1.7.3. Program area assigned.
- 11.1.8. Submit to the ADHS Block Grants Program Manager all staffing and programmatic changes within fifteen (15) days providing information outlined in 11.1.7;
- 11.1.9. Request to transfer budget amounts between line items, <u>exceeding</u> twenty-five percent (25%) of total annual budget or to a non-funded line item, will require a revised budget be submitted to the ADHS Block Grants Program Manager and an Agreement amendment issued by ADHS Procurement; and

12. NOTICES, CORRESPONDENCE, REPORTS, AND INVOICES:

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

Ashley Neves BWCH Block Grants Program Manager Arizona Department of Health Services 150 N. 18th Avenue Phoenix, AZ 85007-3242

Email: Ashley.neves@azdhs.gov

12.2. Notices, Correspondence, Reports and Payments from ADHS to the Contractor shall be sent to:

Pima County

Attn: Donald Gates (or Sharon Grant) 3950 S Country Club Rd Suite 100

Tucson, AZ 85714

Email: Donald.Gates@pima.gov or Sharon.Grant@pima.gov

INTERGOVERNMENTAL AGREEMENT PRICE SHEET

ANNUAL PRICE SHEET

July 1 - June 30

Account Classification	Line Item Totals
Personnel*	\$ 54,283.00
Employee Related Expenses*	\$ 18,999.00
Professional & Outside Services	\$ 0.00
Travel Expenses*	\$ 13,150.00
Occupancy Expenses	\$ 0.00
Other Operating Expenses*	\$ 16,932.00
Capital Outlay Expenses	\$ 0.00
Indirect Cost Expenses (if authorized) (10%*)	\$ 10,336.00
Total Contract Amount (Not to Exceed)	\$ 113,700.00

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

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INTERGOVERNMENTAL AGREEMENT EXHIBIT A – 2 CFR 200.332

Exhibit A - 2 CFR 200.332

§ 200.332

Requirements for pass-through entities.

All pass-through entities must:

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

Prime Awardee:	Arizona Department of Health Services
UEI#	QMWUG1AMYF65
Federal Award Identification (Grant Number):	1 NB01OT009394-01-00
Subrecipient name (which must match the name associated with its unique entity identifier):	Pima County Health Department
Subrecipient's unique entity identifier (UEI #):	U8XUY58VDQS3
Federal Award Identification Number (FAIN, sometimes it's the same as the Grant Number):	NB01OT009394
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;	08/30/2021
Subaward Period of Performance Start and End Date;	07/01/2022-06/30/2023
Subaward Budget Period Start and End Date:	07/01/2022-06/30/2023
Amount of Federal Funds Obligated by this action by the pass- through entity to the subrecipient (this is normally the contract amount):	\$28,425.00
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):	N/A
Total Amount of the Federal Award committed to the subrecipient by the pass-through entity	\$113,700.00
Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA)	Preventive Health and Health Services Block Gra

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INTERGOVERNMENTAL AGREEMENT EXHIBIT A – 2 CFR 200.332

Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity	Centers for Disease Control and Prevention
Assistance Listings number and Title; the pass-through entity must identify the dollar amount made available under each Federal award and the Assistance Listings Number at time of disbursement:	93.991 - Preventive Health and Health Services Block Grant
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	10%

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INTERGOVERNMENTAL AGREEMENT EXHIBIT B – 2 CFR 200.332

Exhibit B - 2 CFR 200.332

§ 200.332

Requirements for pass-through entities.

All pass-through entities must:

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

Prime Awardee:	Arizona Department of Health Services
UEI#	QMWUG1AMYF65
Federal Award Identification (Grant Number):	TBD
Subrecipient name (which must match the name associated with its unique entity identifier):	Pima County Health Department
Subrecipient's unique entity identifier (UEI #):	U8XUY58VDQS3
Federal Award Identification Number (FAIN, sometimes it's the same as the Grant Number):	TBD
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;	TBD
Subaward Period of Performance Start and End Date;	07/01/2022-06/30/2023
Subaward Budget Period Start and End Date:	07/01/2022-06/30/2023
Amount of Federal Funds Obligated by this action by the pass- through entity to the subrecipient (this is normally the contract amount):	\$85,275.00
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):	N/A
Total Amount of the Federal Award committed to the subrecipient by the pass-through entity	\$113,700.00

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INTERGOVERNMENTAL AGREEMENT EXHIBIT B – 2 CFR 200.332

Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA)	Preventive Health and Health Services Block Grant
Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity	Centers for Disease Control and Prevention
Assistance Listings number and Title; the pass-through entity must identify the dollar amount made available under each Federal award and the Assistance Listings Number at time of disbursement:	93.991 - Preventive Health and Health Services Block Grant
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	10%

INTERGOVERNMENTAL AGREEMENT EXHIBIT C – CONTRACTOR EXPENDITURE REPORT (CER)

Arizona Department of Health Services		CTOR'S EXPENDITURE REPORT (CER)			XX Cost Reimbursement -			
Accounting / Contracts	1. Invoice Number		JUL 2021 P0555555			Cumulative Actual		
150 N 18th Avenue Phoenix, Arizona 85007	2. Contract Number		CTR123456			☐ Fixed Price		
Filoenix, Arizona 65007	3. PI Name / Vendor		S	ome IGA/Some Cour	ity		□ p. d. N. p	
	4. Purchase Order - 0	GAE Number		PO00005555555	4	•	☐ Periodic Report☐ Final Report	
	5. Reporting Period			7/1/2021-7/31/202			- Final Report	
	יע	etalied Statement of	Expenditures, Fixed	d Price and Match Re	equirements			
6. COST REIMBURSEMENT (Actual Expenditures)	3		Approved Initial	Date of Approved	Approved Amended	Prior Reporting	Current Reporting	Total YTD
	,		Budget	Budget Amendment	Budget	Period YTD	Period	Expenditures
A. Account Classification:			_	_	_	Expenditures	Expenditures	-
Personal Services			\$60,150.00			\$ -	\$ -	\$ -
ERE			\$23,040.00			\$ -	\$ -	\$ -
Travel			\$14,256.00			\$ -	\$ -	\$ -
Occupancy			\$3,600.00			\$ -	\$ -	\$ -
Other Operating			\$10,158.00			\$ -	\$ -	\$ -
Capital Outlay			\$1,325.00			\$ -	\$ -	\$ -
Total			\$112,529.00		s -	\$ -	\$ -	\$ -
			\$112,329.00		Number of Units	Total Funds Earned	Prior Reporting	*
7. FIXED PRICE (Deliverables) A. Type of Unit: (Insert Below)				Rate Per Unit	Provided This Reporting Period	This Reporting Period	Period - YTD Funds Earned	Total YTD Funds Earned
						\$ -	\$ -	\$ -
						s -	s -	\$ -
						\$ -	\$ -	\$ -
						\$ -	\$ -	\$ -
						\$ -	\$ -	\$ -
						\$ -	\$ -	\$ -
							4	
						\$ -	\$ -	\$ -
Total						\$ -	\$ -	\$ -
8. Match Expenditures (Actual Expenditures)					Prior Reporting Period YTD	Current In-Kind	Current Cash Match	Total YTD Match
A. Account Classification: (Insert type of match	i below)				Expenditures	Match Expenditures	Expenditures	Expenditures
					\$ -	s -	\$ -	s -
					,	,		,
					¢	¢	¢.	¢
Total					\$ -	\$ -	\$ -	\$ -
1000					1 4	4	, +	1 4
A DITE TIEF ONLY		T1	HE CECTION FOR A	NIC FINANCE HEE ON	IV N	AMOUNT	CONTRACTOR	CERTIFICATION
ADHS USE ONLY I certify this report has been examined by me, and			HIS SECTION FOR AL	OHS FINANCE USE ON	LY	AMOUNT	I certify that this rep	CERTIFICATION ort has been
to the best of my knowledge and belief, the	Total Expenditures ,	Total Fixed Price				\$ -	examined by me, and	
expenses noted are appropriate and reasonable. I	Adj (if required):					\$ -	knowledge and belie	
also confirm the reported expenditures for fixed	Less: Year-to-Date P	ayments				\$ -	expenditures and fix	
price information is valid, based on a review of	Adj (if required):					\$ -	are allowable, valid,	
supporting records. The sub recipient is in compliance with the terms of the contract which	Net Payment Due:					\$ -	official accounting re account) and consist	
allows the program to approve and pay this CER							the contract. It is als	
invoice.	Fiscal Year	Function	PPC	Major Program	Program	Amount	the contract paymen	
ADHS PROGRAM CERTIFICATION:						\$ -	the Department of H	
Performance Satisfactory For Payment						\$ -	upon information pr	ovided in this report
Performance Unsatisfactory, Withhold Payment						\$ -	1	
No Payment Due						\$ -	1	
						\$ -	1	
							1	
PROGRAM MANAGER SIGNATURE / DATE						\$ -	CONTRACTOR'S SIGNA	TURE / DATE
The state of the s						\$ -	CO.TIMICTOR D BIGNA	part
DDGCD AM MANAGED NAME / DATE						\$ -	CONTRACTOR'S NAME	E / DATE
PROGRAM MANAGER NAME / DATE							CONTRACTOR 2 NAME	E / DAIE

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INTERGOVERNMENTAL AGREEMENT EXHIBIT D – FINANCIAL SUPPORTING DOCUMENTATION

For Cost Reimbursement contracts, Counties are required to maintain sufficient documentation in the form of receipts in support of expenses incurred for any purchases that are being claimed for reimbursement or applied as match dollars to a budget. Supporting documentation is essential for successful auditing, monitoring and processing of Contractor Expenditure Reports (CERs). County contractors are to follow the guidelines below:

- Supporting documentation shall be kept by the Contractor and does <u>NOT</u> need to be submitted with CERs <u>with the exception of</u>:
 - Travel documentation (in-state and out-of-state), and
 - Single purchases of equipment/assets exceeding \$250
- The ADHS Office of Auditing may conduct random audits each year. All supporting documentation, upon request by ADHS, must be provided for review.
 - o It is strongly recommended that supporting documentation be maintained in an organized and readily available manner as delays in providing documentation for an Audit will delay reimbursement of a CER.

Acceptable support documentation of expenses by line item that should be retained and/or submitted includes:

Supporting Documentation of Expenses				
		Applicable Manual		
Line Item	Line Item Supporting Documentation Needed		Office of Management & Budget Code of Federal Regulation 2 (CFR) Part 200 (OMB)	
Personnel	 Staff time sheets /labor distribution, and Staff pay stubs or electronic pay records Please note that signatures must be in the form of an electronic signature with a time/date stamp (if converted to a PDF) or must be handwritten. Names that are typed out (regular font or cursive) are not allowable and can be considered a finding if ever audited. Signatures must indicate true authenticity of the signer. 	Topic 55 Section 05 & 15	2 CFR 200.430	
Employee Related Expenses (ERE)	Staff pay stubs or electronic pay records	Topic 55 Section 05 & 15	C CFR 200.431	
Professional & Outside Services	Paid invoice for service	Topic 45 Section 20	2 CFR 200.302(3)	
Travel	Out-of-state and In-state (out of Contractor area)	Topic 50 Section 05	2 CFR 200.474	

INTERGOVERNMENTAL AGREEMENT EXHIBIT D - FINANCIAL SUPPORTING DOCUMENTATION

	Travel reimbursements claim form which includes traveling employee's name, date(s) of travel, time of departure and return, reason for travel, claim signed by traveler and their supervisor and • Itemized copies of all receipts - hotel, meals, transportation, etc. • Copy of the meeting/conference agendas Mileage claims that include start & end odometer readings, travel to/from, date of travel, signed by employee and supervisor Please note that signatures must be in the form of an electronic signature with a time/date stamp (if converted to a PDF) or must be hand- written. Names that are typed out (regular font or cursive) are not allowable and can be considered a finding if ever audited. Signatures must indicate true authenticity of the signer.	Section 25 Section 55 Section 95	
Occupancy	Bill, invoice, receipt or lease agreement and allocation breakdown	Topic 45 Section 20	2 CFR 200.302(3)
Other Operating	 Itemized receipts and/or paid invoice to supplier Percentage being billed, if expenses are divided amongst multiple programs 	Topic 45 Section 20	2 CFR 200.302(3)
Capital Outlay	Paid invoice for service	Topic 45 Section 20	2 CFR 200.302(3)
Indirect	 Contract Itemized Price Sheet RFGA Budget Worksheet Federally approved indirect cost letter 	Topic 70 Section 40	2 CFR 200.414 Appendix III Part 200 Appendix IV Part 200

CONTRACT NUMBER
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INTERGOVERNMENTAL AGREEMENT EXHIBIT E - LINE ITEM BUDGET MOVE REQUEST

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

(Budget moves exceeding 25% of total annual budget or to a nonfunded line item will require a contract amendment.)

funded line item will require a contract amendment.)						
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!

INTERGOVERNMENTAL AGREEMENT EXHIBIT F – REQUEST FOR PURCHASE OF FOOD



Updated 6/29/20

Request for Purchase of Food

Agency Name:

IGA Contract Number:

A. A description of the event, including the public purpose of the meeting, the programmatic benefit of the meeting, how the benefit of the meals or refreshments exceeds the cost, and any alternatives that have been considered:

- B. A description of the target audience:
- C. An estimate of the number of participants and a breakout of the number of staff and the estimated number of participants:
- D. A description of the meals or refreshments to be provided and the estimated cost:
- E. The funding source(s) for the food:
- F. A draft agenda or similar document with beginning and ending times of the meeting, and the activities planned to coincide with the meals/refreshments:
- G. The name(s), title(s), contact number(s) and email address(s) of the contact for the event (if there are several individuals involved, please list all of them, along with the other information listed above):
- H. This request form and the supporting documentation establish a clear purpose for the event. As the contractor, you certify that this event serves a valid public purpose and the meals, or refreshments do not violate **Article 9**, **Section 7**, "Gift or Loan of credit; subsides; stock ownership; joint ownership" of the Arizona Constitution."

Douglas A. Ducey | Governor Cara

INTERGOVERNMENTAL AGREEMENT EXHIBIT F - REQUEST FOR PURCHASE OF FOOD



Updated 6/29/20

County Progra	m Manager Signature	Date
BWCH Finance	Manager Signature	Date
BWCH Block Grant Program Manager Signature		Date
Approved	Denied	

Douglas A. Ducey | Governor Cara M. Christ, MD, MS | Director

INTERGOVERNMENTAL AGREEMENT EXHIBIT G – EMERGING ISSUES APPROVAL PROCESS

The local emerging issues approval process should be followed by the County partners when seeking to work on local emerging issues within this IGA. ADHS requires justification of the local emerging issue and the County staff can work with their designated program manager to identify potential documentation that will be acceptable.

This document was created in order to have a clear approval process in place. By following these steps, the local emerging issues' proposals will be approved in a timely manner, without delay.

Step 1 -County

•County submits the Local Emerging Issue Request Form to the ADHS IGA Program Manager via email.

Step 2 - ADHS Program Managers

•ADHS Program Manager will review the request form.

Step 3 -County

- •If further clarification or supporting documentation was requested by the ADHS Program Manager, the County has **5 business days** to provide that information.
- •If no further clarification or documentation is needed skip to Step 5- Approved.

Step 4 - ADHS Program Managers

• ADHS Program Manager will review the clarifying materials.

Time to approve: 5 business days.

Step 5 - ADHS Program Managers • ADHS Program Manager approves or rejects the proposal.

Approved: County can move forward with proposal and *must* update their Action Plan and re-submit it to the MCH HAF IGA Program Manager.

Not Approved: There will be a scheduled conference call with ADHS BWCH Office Chief, County partner(s), and ADHS Program Managers, to discuss next steps.

Note: Time frame for ADHS approval may be outside of the 5 business days listed above based on the emerging issue, program, and funding guidelines.

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INTERGOVERNMENTAL AGREEMENT EXHIBIT G – EMERGING ISSUES APPROVAL PROCESS

Please Fill in the Local Emerging Issue Request Form

Local Emerging Issue Request	Responses
Program Area	Public Health Improvement (PHI) Program
Proposed Local Emerging Issue(s)/Project	
Title	
Staff Members Working on Project (List	
Names and Titles)	
Source (s) of the Projected Funds	
Time Period (Dates) That the Funds Will Be	
Utilized/Spent	
Proposed Funding Total	
Proposed Staff Time Spent	
Justification for Use of Funds (i.e.	
documentation from Health Officer on the	
emerging issue, County data, etc.)	
How Does This Project Connect with the	
Public Health Improvement (PHI) Program?	
Population(s) or System(s) Impacted	
Describe How You Propose to Evaluate the	
Project to Show Impact/Success	
If Also Allocating Non-Personnel Resources	
(supplies, travel, etc.) Please Indicate That	
Here and Provide Funding Total and Justification for Use of Funds	
Line Item Budget is Attached (If cost sheet	
created please attach)	
ADHS Use Only:	
Request is: \square Approved \square Rejected	
request is. Emproved Enclosed	
Staff Signature and Date	
Starr Signature and Bate	