

COB - BOSAIR FORM

12/12/2025 11:45 AM (MST)

Submitted by Christina.Drennan2@pima.gov



BOARD OF SUPERVISORS AGENDA ITEM REPORT (BOSAIR)

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

Record Number: PO HD PO2500036989

Award Type: Contract

Is a Board Meeting Date Requested? Yes

Requested Board Meeting Date: 01/06/2026

Signature Only:

NO

Procurement Director Award / Delegated Award: • N/A

Supplier / Customer / Grantor / Subrecipient: American Indian Association of Tucson, Inc.

Project Title / Description: Substance Use Prevention & Response Interventions

Purpose: Award: Professional Services Contract No. PO2500036989. This Professional Services Contract is for an initial term of January 6, 2026, to January 5, 2027, with \$232,777.60 in funding and includes two one-year renewal options.

Procurement Method: Medical and Health Related Professional Services: Board of Supervisors Policy D29.7.

Procurement Method Additional Info: Pursuant to Pima County Procurement Code 11.12.020, Competitive sealed proposals, Solicitation No. RFP-PCHD-2025-100 was conducted. A combined total of thirty-eight (38) proposals were received across five strategic areas. The highest scoring proposals within each strategic area were selected for recommendation of award. This contract award is being granted for Strategy Area 1: Youth Prevention Services in Areas of Designated Need.

Program Goals/Predicted Outcomes: Through the Substance Use Prevention & Response Interventions project, the American Indian Association of Tucson, Inc., doing business as Tucson Indian Center (TIC), will form a native youth health representative group and provide youth-focused outreach and educational events that promote American Indian/Alaska Native (AI/AN) resilience and cultural strengths.

Public Benefit and Impact: In TIC's 2024 Community Health Needs Assessment and Cultural Assessment (CHNA/CA) some youth respondents reported being "burned out" on the topic of tobacco, while others expressed not relating to "older" staff. Through this project, TIC will address these findings by expanding its youth programming to form a peer

TO COB, 12/24/2025

VERSION:0

PAGES:22

DEC22'25AM0807PO

Budget Pillar	<ul style="list-style-type: none"> • Improve the quality of life • 2. Improve Quality of Life and Opportunity in High Poverty Areas
Provide information that explains how this activity supports the selected Prosperity Initiatives	<p>Funding of this project supports the Prosperity Initiative on improving the quality of life for Pima County residents by increasing funds for and access to resources and services focused on substance misuse prevention for youth in high risk populations.</p>
Metrics Available to Measure Performance:	<p>The following key metrics will be tracked. Additional key metrics are identified in Exhibit A - Scope of Services of the contract.</p> <ul style="list-style-type: none"> • Number of native youth health representatives participating • Zip code of participants • Zip codes of outreach activities participants • Assessment of risk/protective factors • Number of events and attendance
Retroactive:	NO
Contract / Award Information	
Record Number:	PO HD PO2500036989
Document Type:	PO
Department Code:	HD
Contract Number:	PO2500036989
Commencement Date:	01/06/2026
Termination Date:	01/05/2027
Total Expense Amount:	\$232,777.60
Total Revenue Amount:	\$0.00
Funding Source Name(s) Required:	One Arizona Distribution of Opioid Settlement Funds Agreement
Funding from General Fund?	NO
Contract is fully or partially funded with Federal Funds?	NO
Were insurance or indemnity clauses modified?	NO

Vendor is using a Social Security Number?

NO

Department: Health

Name: Christina Drennan

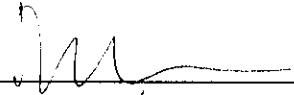
Telephone: 5207247614

Add Procurement Department Signatures

No

Add GMI Department Signatures

No

Department Director Signature:  Date: 12/19/2025

Deputy County Administrator Signature:  Date: 12-19-2025

County Administrator Signature:  Date: 12/19/2025

Pima County Department of Health

Project: Substance Use Prevention & Response Interventions

Contractor: American Indian Association of Tucson, Inc.

160 N Stone Ave

Tucson, AZ 85701

Amount: \$232,777.60

Contract No.: PO2500036989

Funding: One Arizona Distribution of Opioid Settlement Funds Agreement

PROFESSIONAL SERVICES CONTRACT

1. Parties and Background.

- 1.1. **Parties.** This Contract is between Pima County, a body politic and corporate of the State of Arizona ("County"), and American Indian Association of Tucson, Inc. ("Contractor").
- 1.2. **Authority.** County selected Contractor pursuant to and consistent with Board of Supervisors Policy D29.7 and County's Procurement Code 11.12.020 Competitive sealed proposals.
- 1.3. **Solicitation.** County previously issued Solicitation No. RFP-PCHD-2025-100 Substance Use Prevention & Response Interventions for certain services (the "Solicitation"). Requirements and specifications contained in the Solicitation, all documents included in the Solicitation, and any information and documentation submitted by Contractor in response to the Solicitation, are incorporated into this Contract by reference.
- 1.4. **Contractor's Response.** Contractor submitted the most advantageous response to the Solicitation.

2. Term.

- 2.1. **Initial Term.** The term of this Contract commences on January 6, 2026, and will terminate on January 5, 2027.
- 2.2. ("Initial Term"). "Term," when used in this Contract, means the Initial Term plus any exercised extension options under Section 2.2. If the commencement date of the Initial Term is before the signature date of the last party to execute this Contract, the parties will, for all purposes, deem the Contract to have been in effect as of the commencement date.
- 2.3. **Extension Options.** County may renew this Contract for up to two (2) additional periods of up to 1 year each (each an "Extension Option"). An Extension Option will be effective only upon execution by the Parties of a formal written amendment.

3. Scope of Services.

Contractor will provide County with the services described in Exhibit A (3 pages), at the dates and times described in Exhibits A or, if Exhibits A contains no dates or time frames, then upon demand. The Services must comply with all requirements and specifications in the Solicitation.

4. Key Personnel.

Contractor will employ suitably trained and skilled professional personnel to perform all consultant services under this Contract. Prior to changing any key personnel, especially those key personnel

County relied upon in making this Contract, Contractor will obtain the approval of County. The key personnel include the following staff:

Veronica Boone

5. Compensation and Payment.

- 5.1. **Rates; Adjustment.** County will pay Contractor at the rates set forth in Exhibit B (1 page). Those rates will remain in effect during an Extension Option period unless Contractor, at least 90 days before the end of the then-existing Term, or at the time the County informs Contractor that the County intends to extend the Term, if that is earlier, notifies County in writing of any adjustments to those rates, and the reasons for the adjustments.
- 5.2. **Maximum Payment Amount.** County's total payments to Contractor under this Contract, including any sales taxes, may not exceed \$232,777.60 (the "NTE Amount"). The NTE Amount can only be changed by a formal written amendment executed by the Parties. Contractor is not required to provide any services, payment for which will cause the County's total payments under this Contract to exceed the NTE Amount; if Contractor does so, it is at the Contractor's own risk.
- 5.3. **Sales Taxes.** The payment amounts or rates in **Exhibit B** do not include sales taxes. Contractor may invoice County for sales taxes that Contractor is required to pay under this Contract. Contractor will show sales taxes as a separate line item on invoices.
- 5.4. **Timing of Invoices.** Contractor will invoice County on a monthly basis unless a different billing period is set forth in **Exhibit B**. County must receive invoices no more than 30 days after the end of the billing period in which Contractor delivered the invoiced products or services to County. County may refuse to pay for any product or service for which Contractor does not timely invoice the County and, pursuant to A.R.S. § 11-622(C), will not pay for any product or service invoiced more than 6-months late.
- 5.5. **Content of Invoices.** Contractor will include detailed documentation in support of its invoices and assign each amount billed to an appropriate line item. Each request for reimbursement must have a unique invoice number, reference this Agreement number, be approved and signed by the person(s) that prepared the request and an authorized manager, supervisor, or executive of the Contractor to ensure proper internal financial controls, and be for costs identified as allowable in Exhibit B of this Agreement. Each reimbursement request must be accompanied by documentation which must include, but is not limited to:
 - 5.5.1. A Financial Status Report and Request for Funds summarizing monthly expenditures by expense categories as shown in the approved budget in **Exhibit B** of this Agreement. County will provide Contractor with a form similar to that attached hereto as **Exhibit C – Pima County Invoice Request** (1 page) upon execution of this Agreement. The Financial Status Report and Request for Funds must be signed by the person who prepared the report and by an authorized representative of Contractor.
 - 5.5.2. Copies of paid invoices and receipts or cancelled checks (front and back) to support all purchases of goods or services.
 - 5.5.3. Timesheets or other records, signed by the employee and the employee's immediate supervisor with direct knowledge of the employee's efforts under this Agreement, that account for one hundred percent (100%) of the employee's time worked in the pay period and specify hours worked on the program; total hours worked per pay period; days worked; and hours worked each day.
 - 5.5.4. Accounting system report(s) specifying rate of pay and cost of employer-paid benefits.
 - 5.5.5. Detailed travel reports to support all travel expenses if reimbursement is authorized for travel.
 - 5.5.6. Any other documentation requested by County.

5.6. **Invoice Adjustments**. County may, at any time during the Term and during the retention period set forth in Section 22 below, question any payment under this Contract. If County raises a question about the propriety of a past payment, Contractor will cooperate with County in reviewing the payment. County may set-off any overpayment against amounts due to Contractor under this or any other contract between County and Contractor. Contractor will promptly pay to County any overpayment that County cannot recover by set-off.

6. **Insurance.**

Contractor will procure and maintain at its own expense insurance policies (the "Required Insurance") satisfying the below requirements (the "Insurance Requirements") until all its obligations under this Contract have been met. The below Insurance Requirements are minimum requirements for this Contract and in no way limit Contractor's indemnity obligations under this Contract. The County in no way warrants that the required insurance is sufficient to protect the Contractor for liabilities that may arise from or relate to this Contract. If necessary, Contractor may obtain commercial umbrella or excess insurance to satisfy the Insurance Requirements.

6.1. **Insurance Coverages and Limits**. Contractor will procure and maintain, until all its obligations have been discharged, coverage with limits of liability not less than those stated below. Coverage must be placed with insurers acceptable to the County with A.M. Best rating of not less than A-VII, unless otherwise approved by the County.

6.1.1. **Commercial General Liability (CGL)**. Occurrence Form with limits not less than \$2,000,000 Each Occurrence and \$2,000,000 General Aggregate. Policy shall include coverage for liability arising from premises, operations, independent contractors, personal injury, bodily injury, broad form contractual liability and products-completed operations. Any standard coverages excluded from the CGL policy, such as products/completed operations, etc. shall be covered by endorsement or separate policy and documented on the Certificates of Insurance.

6.1.2. **Business Automobile Liability**. Coverage for bodily injury and property damage on any owned, leased, hired, and/or non-owned autos assigned to or used in the performance of this Contract with minimum limits not less than \$1,000,000 Each Accident.

6.1.3. **Workers' Compensation and Employers' Liability**. Statutory coverage for Workers' Compensation. Workers' Compensation statutory coverage is compulsory for employers of one or more employees. Employers Liability coverage with limits of \$1,000,000 each accident and \$1,000,000 each employee – disease.

6.1.4. **Professional Liability (E & O) Insurance**. This insurance is required for work from professionals whose coverage is excluded from the above CGL policy. The policy limits shall be not less than \$2,000,000 Each Claim and \$2,000,000 Annual Aggregate. The insurance shall cover professional misconduct or negligent acts of anyone performing any services under this contract.

6.2. **Additional Coverage Requirements**.

6.2.1. **Claims Made Coverage**. If any part of the Required Insurance is written on a claims-made basis, any policy retroactive date must precede the effective date of this Contract, and Contractor must maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.

6.2.2. **Additional Insured Endorsement**. The General Liability, Business Automobile Liability and Technology E&O Policies shall each be endorsed to include Pima County, its departments, districts, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor.

6.2.3. **Subrogation Endorsement**. The General Liability, Business Automobile Liability, Workers' Compensation and Technology E&O Policies shall each contain a waiver of

subrogation endorsement in favor of Pima County, and its departments, districts, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

6.2.4. Primary Insurance Endorsement. The Required Insurance policies must stipulate that they are primary and that any insurance carried by County, or its agents, officials, or employees, is excess and not contributory insurance.

The Required Insurance policies may not obligate County to pay any portion of Contractor's deductible or Self Insurance Retention (SIR).

6.2.5. Subcontractors. Contractor must either (a) include all subcontractors as additional insureds under its Required Insurance policies, or (b) require each subcontractor to separately meet all Insurance Requirements and verify that each subcontractor has done so. Contractor must furnish, if requested by County, appropriate insurance certificates for each subcontractor. Contractor must obtain County's approval of any subcontractor request to modify the Insurance Requirements as to that subcontractor.

6.3. Notice of Cancellation. Contractor must notify County, within two (2) business days of Contractor's receipt of notice from an insurer, if any Required Insurance policy is suspended, voided, or cancelled for any reason. Notice must include the Pima County project or contract number and project description.

6.4. Verification of Coverage.

6.4.1. Contractor must furnish County with a certificate of insurance (valid ACORD form or equivalent approved by Pima County) for each Required Insurance policy, which must specify that the policy has all the required endorsements, and must include the Pima County project or contract number and project description. Each certificate must be signed by an authorized representative of the insurer.

6.4.2. County may at any time require Contractor to provide a complete copy of any Required Insurance policy or endorsement. Note: Contractors for larger projects must provide actual copies of the additional insured and subrogation endorsements.

6.4.3. Contractor must provide the certificates to County before work commences. Each Required Insurance policy must be in effect at least 10 days before work under this Contract commences. Contractor must provide County a renewal certificate not less than 15 days prior to a Required Insurance policy's expiration date. Failure to maintain the Required Insurance policies, or to provide evidence of renewal, is a material breach of this Contract.

6.4.4. All insurance certificates must be sent directly to the appropriate County Department.

6.5. Approval and Modifications. The Pima County Risk Manager may modify the Insurance Requirements at any point during the Term of this Contract. This can be done administratively, with written notice from the Risk Manager and does not require a formal Contract amendment. Neither the County's failure to obtain a required insurance certificate or endorsement, the County's failure to object to a non-complying insurance certificate or endorsement, nor the County's receipt of any other information from the Contractor, its insurance broker(s) and/or insurer(s), constitutes a waiver of any of the Insurance Requirements.

7. Indemnification.

To the fullest extent permitted by law, Contractor will defend, indemnify, and hold harmless Pima County and any related taxing district, and the officials and employees of each of them (collectively, "Indemnitee") from and against any and all claims, actions, liabilities, losses, and expenses (including reasonable attorney fees) (collectively, "Claims") arising out of actual or alleged injury of any person (including death) or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by any act or omission of Contractor or any of Contractor's directors, officers, agents,

employees, volunteers, or subcontractors. This indemnity includes any claim or amount arising or recovered under the Workers' Compensation Law or arising out of the failure of Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. The Indemnitee will, in all instances, except for Claims arising solely from the acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all Claims. Contractor is responsible for primary loss investigation, defense and judgment costs for any Claim to which this indemnity applies. This indemnity will survive the expiration or termination of this Contract.

8. Laws and Regulations.

- 8.1. Compliance with Laws. Contractor will comply with all federal, state, and local laws, rules, regulations, standards and Executive Orders.
- 8.2. Licensing. Contractor warrants that it is appropriately licensed to provide the services under this Contract and that its subcontractors will be appropriately licensed.
- 8.3. Choice of Law; Venue. The laws and regulations of the State of Arizona govern the rights and obligations of the parties under this Contract. Any action relating to this Contract must be filed and maintained in the appropriate court of the State of Arizona in Pima County.

9. Independent Contractor.

Contractor is an independent contractor. Neither Contractor, nor any of Contractor's officers, agents or employees will be considered an employee of Pima County for any purpose or be entitled to receive any employment-related benefits, or assert any protections, under the Pima County Merit System. Contractor is responsible for paying all federal, state and local taxes on the compensation received by Contractor under this Contract and will indemnify and hold County harmless from any and all liability that County may incur because of Contractor's failure to pay such taxes.

10. Subcontractors.

Contractor is fully responsible for all acts and omissions of any subcontractor, and of persons directly or indirectly employed by any subcontractor, and of persons for whose acts any of them may be liable, to the same extent that the Contractor is responsible for the acts and omissions of its own employees. Nothing in this Contract creates any obligation on the part of County to pay or see to the payment of any money due any subcontractor, except as may be required by law.

11. Assignment.

Contractor may not assign its rights or obligations under this Contract, in whole or in part, without the County's prior written approval. County may withhold approval at its sole discretion.

12. Non-Discrimination.

Contractor will comply with all provisions and requirements of Arizona Executive Order 2009-09, which is hereby incorporated into this contract, including flow-down of all provisions and requirements to any subcontractors. During the performance of this Contract, Contractor will not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.

13. Americans with Disabilities Act.

Contractor will comply with Title II of the Americans with Disabilities Act (Public Law 110-325, 42 U.S.C. §§ 12101-12113) and the federal regulations for Title II (28 CFR Part 35).

14. Authority to Contract.

Contractor warrants its right and power to enter into this Contract. If any court or administrative agency determines that County does not have authority to enter into this Contract, County will not be liable to Contractor or any third party by reason of such determination or by reason of this Contract.

15. Full and Complete Performance.

The failure of either party to insist, in one or more instances, upon the other party's complete and satisfactory performance under this Contract, or to take any action based on the other party's failure to completely and satisfactorily perform, is not a waiver of that party's right to insist upon complete and

satisfactory performance, or compliance with any other covenant or condition in this Contract, either in the past or in the future. The acceptance by either party of sums less than may be due and owing it at any time is not an accord and satisfaction.

16. Cancellation for Conflict of Interest.

This Contract is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511, the pertinent provisions of which are incorporated into this Contract by reference.

17. Termination by County.

17.1. Without Cause. County may terminate this Contract at any time without cause by notifying Contractor, in writing, at least 30 days before the effective date of the termination. In the event of such termination, County's only obligation to Contractor will be payment for services rendered prior to the date of termination.

17.2. With Cause. County may terminate this Contract at any time without advance notice and without further obligation to County when County finds Contractor to be in default of any provision of this Contract.

17.3. Non-Appropriation. Notwithstanding any other provision in this Contract, County may terminate this Contract if for any reason there are not sufficient appropriated and available monies for the purpose of maintaining County or other public entity obligations under this Contract. In the event of such termination, County will have no further obligation to Contractor, other than to pay for services rendered prior to termination.

18. Notice.

Any notice required or permitted to be given under this Contract must be in writing and be served by personal delivery or by certified mail upon the other party as follows:

County

Theresa Cullen, MD, MS, Director
Pima County Department of Health
3950 S Country Club Drive #100
Tucson, AZ 85714

Contractor

Jacob Bernal, Executive Director
American Indian Association of Tucson
160 N Stone Ave
Tucson, AZ 85701

19. Non-Exclusive Contract.

Contractor understands that this Contract is nonexclusive and is for the sole convenience of County. County reserves the right to obtain like services from other sources for any reason.

20. Remedies.

Either party may pursue any remedies provided by law for the breach of this Contract. No right or remedy is intended to be exclusive of any other right or remedy and each is cumulative and in addition to any other right or remedy existing at law or at equity or by virtue of this Contract.

21. Severability.

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

22. Books and Records.

Contractor will keep and maintain proper and complete books, records and accounts, which will be open at all reasonable times for inspection and audit by duly authorized representatives of County. In addition, Contractor will retain all records relating to this Contract for at least five (5) years after its expiration or termination or, if later, until any related pending proceeding or litigation has concluded.

23. Public Records.

23.1. **Disclosure.** Pursuant to A.R.S. § 39-121 et seq., and A.R.S. § 34-603(H) in the case of construction or Architectural and Engineering services procured under A.R.S. Title 34, Chapter 6, all documents submitted in response to the solicitation resulting in award of this Contract,

including, but not limited to, pricing schedules, product specifications, work plans, and any supporting documents, are public records. As such, those documents are subject to release and/or review by the general public upon request, including competitors.

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

24. Legal Arizona Workers Act Compliance.

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

24.2. **Books & Records.** County has the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

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

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

"Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor is a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

25. Grant Compliance.

Not Applicable.

26. Israel Boycott Certification.

Pursuant to A.R.S. § 35-393.01, if Contractor engages in for-profit activity and has 10 or more employees, and if this Contract has a value of \$100,000.00 or more, Contractor certifies it is not currently engaged in, and agrees for the duration of this Contract to not engage in, a boycott of goods

or services from Israel. This certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842.

27. Forced Labor of Ethnic Uyghurs.

Pursuant to A.R.S. § 35-394, if Contractor engages in for-profit activity and has 10 or more employees, Contractor certifies it is not currently using, and agrees for the duration of this Contract to not use (1) the forced labor of ethnic Uyghurs in the People's Republic of China; (2) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and (3) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. If Contractor becomes aware during the term of the Contract that Contractor is not in compliance with A.R.S. § 35-394, Contractor must notify the County within five business days and provide a written certification to County regarding compliance within one hundred eighty days.

28. Heat Injury and Illness Prevention and Safety Plan.

Pursuant to Pima County Procurement Code 11.40.030, Contractor hereby warrants that if Contractor's employees perform work in an outdoor environment under this Contract, Contractor will keep on file a written Heat Injury and Illness Prevention and Safety Plan. At County's request, Contractor will provide a copy of this plan and documentation of heat safety and mitigation efforts implemented by Contractor to prevent heat-related illnesses and injuries in the workplace. Contractor will post a copy of the Heat Injury and Illness Prevention and Safety Plan where it is accessible to employees. Contractor will further ensure that each subcontractor who performs any work for Contractor under this Contract complies with this provision.

29. Health Insurance Portability and Accountability Act.

The parties acknowledge that the County is a hybrid covered entity as described in 45 C.F.R. §164.103 of the Privacy, Security, Breach Notification, and Enforcement Rules of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA Privacy and Security Rules") (45 C.F.R. Parts 160 and 164), and is required to comply with the provisions of the HIPAA Privacy and Security Rules with respect to safeguarding the privacy, confidentiality and security of protected health information. Contractor acknowledges that it may obtain protected health information, as defined in 45 C.F.R. §160.103, in the course of Contractor's performance under the terms of this Contract. Contractor agrees to maintain the privacy, confidentiality and security of information it may obtain in the course of its performance under this Contract. In particular, Contractor agrees that it is County's Business Associate and agrees to be bound by the Business Associate Agreement in **Exhibit D** (7 pages) which is incorporated into this agreement, and further specifically agrees that:

- 29.1. Any protected health information that Contractor may obtain shall remain the sole property of the County; and
- 29.2. Contractor shall establish and maintain procedures and controls that are acceptable to County to assure that no protected health information contained in its records or obtained from County or from others in carrying out its functions under this Contract shall be used by or disclosed by Contractor, its agents, officers, employees or sub-contractors, except as required in the performance of its obligations under the terms of this Contract; and
- 29.3. Contractor shall not remove any protected health information from County premises, if applicable; and
- 29.4. Any other information pertaining to individual persons shall not be divulged other than to employees or officers of Contractor as needed for the performance of its duties under this Contract, or to County.

30. Amendment.

The parties may modify, amend, alter or extend this Contract only by a written amendment signed by the parties.

31. Entire Agreement.

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

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

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

IN WITNESS WHEREOF, the parties have approved this Professional Services Agreement and agree to be bound by the terms and conditions of the Contract on the dates written below.

Pima County

Contractor

Chair, Board of Supervisors

Jacob Bernal
Authorized Officer Signature

Date

12/10/25

Date

ATTEST

Clerk of the Board

Date

Pima County Attorney's Office – As To Form

Deputy County Attorney

Jonathan Pinkney

12/11/25

Date

Approved as to Content

Department Head

12/15/2025

Date

Exhibit A (3 Pages)
Scope of Services

OBJECTIVE

American Indian Association of Tucson, Inc., doing business as Tucson Indian Center (TIC), will form a native youth health representative group and provide youth-focused outreach and educational events that promote American Indian/Alaska Native (AI/AN) resilience and cultural strengths. In 2024, members of a TIC led and convened Native Youth Coalition (NYC) participated in TIC's Community Health Needs Assessment and Cultural Assessment (CHNA/CA), reporting on health behaviors and mental health. In the CHNA/CA some youth respondents reported being "burned out" on the topic of tobacco, while others expressed not relating to "older" staff. To address these findings, TIC will expand its youth programming to form a peer mentor group that can reach out and open dialog around stigma, mental health, and substance use. A TIC Youth Specialist will recruit high school age youth from the TIC NYC, schools, and in the community to be part of a Youth Community Health Representatives (a type of "Young CHRs" or "Youth CHRs") group. The Youth CHR group will provide peer health education for middle school age youth that emphasizes identity, resilience, and strength of indigenous ways. Additionally, TIC will expand community events and activities that address life transitions. Education and cultural presentations will highlight the importance of puberty ceremonies, entering and completing middle school, or entering and completing high school. An important aspect will be intergenerational learning with activities and information shared by community leaders and elders.

TASKS

The Contractor will perform the activities outlined below:

Activity #1	
Youth Leadership & Peer Mentorship	
A TIC Youth Specialist will recruit high school age youth from the TIC Native Youth Council, schools, and in the community to be part of a Youth Community Health Representatives (Youth CHRs) group. With the community Health Representative (CHR) model at the heart of the activity, the group will be youth-led, developing its own structure and implementation style. The group will select priority health topics related to mental health, substance use, and other health topics relevant to AI/AN youth and conduct their own research and learning with the guidance of the Youth Specialists who will also facilitate mini trainings as needed for the group. The youth group will design outreach materials and conduct peer education at middle schools, and in the community, including at TIC.	
The Youth CHR group will provide peer health education for middle school age youth that emphasizes identify, resilience, and strength of indigenous ways. School and community outreach will take place in neighborhoods and schools in high poverty areas with higher risk of exposure to substance use, violence, and with limited support systems. The group will also be engaged in service learning opportunities with the TIC, for example helping elders.	
Metrics	
<ul style="list-style-type: none">• Number of native youth health representatives participating• Zip code of participants• Zip codes of outreach activities participants• Assessment of risk/protective factors• Number of events and attendance• Number of participating schools• Description of priority topics and materials developed	
Tasks	Timeframe
Hire and onboard a Youth Specialist	60 days upon project start
Track program process including outreach, encounters, referrals, other documentation for reporting and evaluation purposes	Upon project start, ongoing

Develop Youth Community Health Representative recruitment plan and materials	First Quarter
Convene initial group for informational session and presentation by TIC CHR	First Quarter
Provide mini training based on youth needs, i.e. leadership, speaking skills, health topic specific	First Quarter, ongoing
Develop outreach materials and timeline	Second Quarter
Select priority topics and research, i.e. healthy relationships, mental health, substance use prevention, native health and wellness, coping skills, and community resources	Second Quarter, ongoing
Engage youth CHRs in service-learning opportunities at TIC and in the community	Second Quarter, ongoing
Collaborate with other youth groups and programs in Tucson area and with tribal partners	Second Quarter, ongoing
Implement outreach/peer education with middle school age youth	Third Quarter, ongoing

Activity #2

Pro-Social Youth Programming

The TIC Youth Specialist will develop a schedule of events for AI/AN youth and their families that promote cultural values and cultivate healthy coping skills. Activities will draw on themes related to life "transitions" in native cultures, including ceremonies, blessings, and prayers for young people to continue on a good path. Celebrating accomplishments and promoting social connectedness to family and community will be highlighted. Activities will take place at the TIC and at schools and community events. Activities will be integrated with service-learning and engagement with Youth CHRs. An emphasis on intergenerational activities will promote social connectedness, as well as respect and learning about cultural practices.

Metrics

- Number of native youth health representatives participating
- Zip code of participants
- Zip codes of outreach activities participants
- Assessment of risk/protective factors
- Number of events and attendance
- Number of participating schools
- Description of priority topics and materials developed

Tasks	Timeframe
Identify cultural leaders to share stories with youth and families	First Quarter
Develop a school schedule for engaging middle school students and families	First Quarter
Work with Youth CHRs to identify service-learning opportunities	Second Quarter
Implement outreach and engagement activities	Second Quarter, ongoing
Collaborate with other community tribal programs	Third Quarter, ongoing
Track program process including outreach, encounters, referrals, other documentation for reporting and evaluation purposes	First Quarter, ongoing

REQUIREMENTS

The Contractor shall comply with the following requirements as a condition of funding:

- Materials Review and Approval
 - All training, outreach, or educational materials developed for this project must be submitted to the Pima County Health Department (PCHD) for review and approval prior to dissemination or implementation.
 - Any materials containing Pima County branding (logo, name, or visual identity) must also be submitted for pre-approval by PCHD.
- Client Confidentiality

- The Contractor must maintain client confidentiality in accordance with all applicable federal and state laws, including but not limited to HIPAA and 42 CFR Part 2, as related to medical, behavioral health, and substance use treatment information.
- Working with Minors
 - Any staff member with direct access to minors must:
 - Obtain and maintain an Arizona Department of Public Safety Level 1 Fingerprint Clearance Card.
 - Complete a background check prior to engaging in any project activities involving youth.
- Evaluation Requirements
 - Prior to implementing program activities, the Contractor shall collaborate with PCHD to develop a comprehensive evaluation plan that includes:
 - Key implementation metrics
 - Intended short-term outcomes
 - Clearly defined outcome measures
 - Validated tools and methods for assessing outcomes
 - A process for identifying and applying continuous quality improvement strategies
 - PCHD reserves the right to adjust evaluation and data collection requirements with at least 30 days written notice.

DELIVERABLES

The Contractor shall comply with the following deliverables as a condition of funding:

- Reporting
 - The contractor shall submit quarterly reports that include:
 - A narrative summary of project activities during the reporting period
 - Descriptions of accomplishments (including success stories) and challenges
 - Updates on staffing, including any changes
 - A current budget summary, with explanation of over- or under-spending
 - Evaluation metrics as outlined in the approved evaluation plan
- Reports must be submitted electronically via an online platform designated by PCHD (e.g., Survey123, REDCap) or via a PCHD-provided template. Additional reporting requirements may be specified and must be fulfilled as requested.
- Invoicing
 - Monthly invoices for reimbursement of approved costs must be submitted by the 15th of the following month.
 - All invoices must include supporting documentation for each expense claimed.
- Meetings and Site Visits
 - The contractor must participate in a minimum of one (1) monthly meeting with PCHD staff to discuss and present on program progress and implementation.
 - The contractor shall accommodate at least one (1) in-person site visits annually, to be scheduled in coordination with PCHD.

Exhibit B (1 Page)
Rates

The following categories and associated costs represent the fees to be invoiced for reimbursement under the One Arizona Distribution of Opioid Settlement Funds Agreement. All listed expenses shall be consistent with the agreement's allowable expenditure guidelines and support the delivery of services and outreach to the underserved communities, including non-Medicaid reimbursable intervention and treatment activities.

Category	Total
Salary	\$93,037.00
Fringe Benefits	\$19,584.00
Travel	\$7,750.00
Supplies	\$31,900.00
Contractual Services	\$19,700.00
Other	\$39,645.00
Total Direct Charges	\$211,616.00
Indirect Charges at 10% de minimis rate	\$21,161.60
Total Project Cost	\$232,777.60

One Arizona Distribution of Opioid Settlement Funds Agreement allowable expenditures and expenditure prohibitions:

- Funding must be utilized for service and outreach to underserved communities.
- Support for non-Medicaid reimbursable intervention and treatment services including wrap-around services. Funding may support added costs related to services provision to remote areas that are not Medicaid reimbursable.
- Funding for mobile facility equipment (folding canopies, folding tables) is allowable.
- Funding for increased access to underserved or hard to reach populations by addressing geographical and economic barriers, especially where a lack of infrastructure (Wi-Fi, cell phone access, vehicles) exists.
- Funding may not be used to purchase vehicles.
- Funding may not be used for capital expenses, capital improvements, or capital equipment greater than \$5,000.

VARIANCE OR REPROGRAMMING

Any reallocation of funds resulting in a budget variance greater than 20% of the total budget will be submitted to the Pima County Health Director for review and approval prior to implementation.

Exhibit C (1 page)
Pima County Invoice Request

**PIMA COUNTY INVOICE REQUEST
SAMPLE**

Invoice For The Month Of _____, 2025

PLEASE SEND INVOICE TO THE ATTENTION OF:	AGENCY INVOICE INFORMATION:	FUNDING INFORMATION
		INV DATE _____
		PROGRAM NAME _____
		INVOICE # _____

APPROVED BUDGET & BILLING DETAILS (12/01/25-08/31/26)

PAYMENT TERMS: Net 30 Days	APPROVED BUDGET	Dec-20 Billed Amt	Jan-20 Billed Amt	Feb-20 Billed Amt	Mar-20 Billed Amt	Apr-20 Billed Amt	May-20 Billed Amt	Jun-20 Billed Amt	Jul-20 Billed Amt	Aug-20 Billed Amt	YEAR TO DATE TOTALS	BALANCE REMAINING
Salary	-										-	-
Fringe Benefits	-										-	-
Travel	-										-	-
Supplies	-											-
Contractual Services	-											-
Other	-											-
Indirect	-										-	-
TOTAL CONTRACT BILLING	-	-	-	-	-	-	-	-	-	-	-	-

By signing this report: I certify that to the best of my knowledge: (1) the information reported represents actual receipts and actual expenditures which have been incurred in accordance with the agreement for management and implementation of the contracted program and are based on official accounting records and supporting documents which will be maintained by us for purposes of audit; and (2) the report is true, complete and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the contract agreement. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statement, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

REQUIRED SIGNATURES:

Agency Preparer Signature - please print & sign	Date	Contact Phone Num/Ext
		Agency Authorized Approver Signature - please print &
		Contact Phone Num/Ext

~~~~FOR PIMA COUNTY USE ONLY~~~~

|                          |                                    |                                            |
|--------------------------|------------------------------------|--------------------------------------------|
| Date bill rcv'd/Initials | Date rtnd for corrections/Initials | Date rvwd & submitted for payment/Initials |
|--------------------------|------------------------------------|--------------------------------------------|

**EXHIBIT D (7 pages)**  
**Business Associates Agreement**

WHEREAS, Pima County, on behalf of the Pima County Health Department ("Covered Entity"), and American Indian Association of Tucson, Inc. ("Business Associate") (each, a "Party," and collectively, the "Parties") wish to enter into a Business Associate Agreement to ensure compliance with the Privacy, Security, Breach Notification, and Enforcement Rules of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA Privacy and Security Rules") (45 C.F.R. Parts 160 and 164); and

WHEREAS, the Health Information Technology for Economic and Clinical Health ("HITECH") Act of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, modified the HIPAA Privacy and Security Rules (hereinafter, all references to the "HIPAA Privacy and Security Rules" include all amendments thereto set forth in the HITECH Act and any accompanying regulations); and

WHEREAS, the Parties have entered into a written or oral arrangement or arrangements (the "Underlying Agreement") whereby Business Associate will provide certain services to Covered Entity that require Business Associate to create, receive, maintain, or transmit Protected Health Information ("PHI") on Covered Entity's behalf, and accordingly Business Associate may be considered a "business associate" of Covered Entity as defined in the HIPAA Privacy and Security Rules; and

WHEREAS, Business Associate and Covered Entity wish to comply with the HIPAA Privacy and Security Rules, and Business Associate wishes to honor its obligations as a business associate to Covered Entity. THEREFORE, in consideration of the Parties' continuing obligations under the Underlying Agreement, the Parties agree to the provisions of this Business Associate Agreement ("Agreement").

Except as otherwise defined herein, any and all capitalized terms in this Agreement shall have the definitions set forth in the HIPAA Privacy and Security Rules. In the event of an inconsistency between the provisions of this Agreement and mandatory provisions of the HIPAA Privacy and Security Rules, as amended, the HIPAA Privacy and Security Rules in effect at the time the inconsistency is discovered shall control. Where provisions of this Agreement are different than those mandated by the HIPAA Privacy and Security Rules but are nonetheless permitted by the HIPAA Privacy and Security Rules, the provisions of this Agreement shall control.

**1. PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE.**

- 1.1. Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Underlying Agreement, provided that such use or disclosure would not violate the HIPAA Privacy and Security Rules if done by Covered Entity.
- 1.2. Business Associate may use PHI in its possession for its proper management and administration and to fulfill any present or future legal responsibilities of Business Associate, provided that such uses are permitted under state and federal confidentiality laws.
- 1.3. Business Associate may disclose PHI in its possession to third parties for the purposes of its proper management and administration or to fulfill any present or future legal responsibilities of Business Associate, provided that:
  - 1.3.1. the disclosures are required by law; or

- 1.3.2. Business Associate obtains reasonable assurances from the third parties to whom the PHI is disclosed that the information will remain confidential and be used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party, and that such third parties will notify Business Associate of any instances of which they are aware in which the confidentiality of the information has been breached.
  - 1.4. Until such time as the Secretary issues regulations pursuant to the HITECH Act specifying what constitutes "minimum necessary" for purposes of the HIPAA Privacy and Security Rules, Business Associate shall, to the extent practicable, access, use, and request only PHI that is contained in a limited data set (as defined in 45 C.F.R. § 164.514(e)(2)), unless Business Associate requires certain direct identifiers in order to accomplish the intended purpose of the access, use, or request, in which event Business Associate may access, use, or request only the minimum necessary amount of PHI to accomplish the intended purpose of the access, use, or request.
2. **OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE.**
  - 2.1. Business Associate agrees not to use or further disclose PHI other than as permitted or required by this Agreement or the Underlying Agreement or as required by state and federal law.
  - 2.2. Business Associate agrees to use appropriate safeguards and to comply, where applicable, with 45 C.F.R. Part 164, Subpart C with respect to Electronic Protected Health Information, to prevent use or disclosure of PHI other than as provided for by this Agreement. Specifically, Business Associate will:
    - 2.2.1. implement the administrative, physical, and technical safeguards set forth in 45 C.F.R. §§ 164.308, 164.310, and 164.312 that reasonably and appropriately protect the confidentiality, integrity, and availability of any PHI that it creates, receives, maintains, or transmits on behalf of Covered Entity, and, in accordance with 45 C.F.R. § 164.316, implement and maintain reasonable and appropriate policies and procedures to enable it to comply with the requirements outlined in 45 C.F.R. §§ 164.308, 164.310, and 164.312; and
    - 2.2.2. report to Covered Entity any Security Incident, and any use or disclosure of PHI that is not provided for by this Agreement, of which Business Associate becomes aware without unreasonable delay and in no case later than thirty (30) calendar days after discovery.
  - 2.3. Business Associate shall require each subcontractor that creates, receives, maintains, or transmits PHI on its behalf to enter into a business associate agreement or equivalent agreement containing the same restrictions on access, use, and disclosure of PHI as those applicable to Business Associate under this Agreement. Furthermore, to the extent that Business Associate provides Electronic PHI to a subcontractor, Business Associate shall require such subcontractor to comply with all applicable provisions of 45 C.F.R. Part 164, Subpart C.
  - 2.4. Business Associate agrees to comply with any requests for restrictions on certain disclosures of PHI to which Covered Entity has agreed in accordance with 45 C.F.R. § 164.522 of which Business Associate has been notified by Covered Entity.

- 2.5. If Business Associate maintains a designated record set on behalf of Covered Entity, at the request of Covered Entity and in a reasonable time and manner, Business Associate agrees to make available PHI required for Covered Entity to respond to an individual's request for access to his or her PHI in accordance with 45 C.F.R. § 164.524. If Business Associate maintains PHI in an electronic designated record set, it agrees to make such PHI available electronically to Covered Entity or, upon Covered Entity's specific request, to the applicable individual or to a person or entity specifically designated by such individual, upon such individual's request.
- 2.6. If Business Associate maintains a designated record set on behalf of Covered Entity, at the request of Covered Entity and in a reasonable time and manner, Business Associate agrees to make available PHI required for amendment by Covered Entity in accordance with the requirements of 45 C.F.R. § 164.526.
- 2.7. Business Associate agrees to document any disclosures of Protected Health Information, and to make PHI available for purposes of accounting of disclosures, as required by 45 C.F.R. § 164.528.
- 2.8. If Business Associate is to carry out one or more of Covered Entity's obligations under 45 C.F.R. Part 164, Subpart E, Business Associate shall comply with the requirements of Subpart E that apply to Covered Entity in the performance of such obligation(s).
- 2.9. Business Associate agrees that it will make its internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of, Covered Entity, available to the Secretary, in a time and manner designated by the Secretary, to enable the Secretary to determine Business Associate's or Covered Entity's compliance with the HIPAA Privacy and Security Rules. Business Associate also shall cooperate with the Secretary and, upon the Secretary's request, pursuant to 45 C.F.R. § 160.310, shall disclose PHI to the Secretary to enable the Secretary to investigate and review Business Associate's or Covered Entity's compliance with the HIPAA Privacy and Security Rules.
- 2.10. Unless expressly authorized in the Underlying Agreement, Business Associate shall not:
  - 2.10.1. use PHI for marketing or fundraising;
  - 2.10.2. use PHI to create a limited data set or to de-identify the information;
  - 2.10.3. use PHI to provide data aggregation services relating to the health care operations of Covered Entity; or
  - 2.10.4. use or disclose PHI in exchange for remuneration of any kind, whether directly or indirectly, financial or non-financial, other than such remuneration as Business Associate receives from Covered Entity in exchange for Business Associate's provision of the services specified in the Underlying Agreement.
  - 2.10.5. Prior express written authorization from Covered Entity is required for Business Associate to access, store, share, maintain, transmit, use, or disclose PHI in any form via any medium with any entity or person, including the Business Associate's employees and subcontractors, beyond the boundaries and

jurisdiction of the United States. Authorization may be granted in the sole discretion of Covered Entity and, if granted, will be subject to additional conditions with which Business Associate must agree. Prior express written authorization from Covered Entity is required for Business Associate to access, store, share, maintain, transmit, use, or disclose PHI in any form via any medium with any entity or person, including the Business Associate's employees and subcontractors, beyond the boundaries and jurisdiction of the United States. Authorization may be granted in the sole discretion of Covered Entity and, if granted, will be subject to additional conditions with which Business Associate must agree.

**3. BUSINESS ASSOCIATE'S MITIGATION AND BREACH NOTIFICATION OBLIGATIONS.**

- 3.1. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement.
- 3.2. Following the discovery of a Breach of Unsecured PHI ("Breach"), Business Associate shall notify Covered Entity of such Breach without unreasonable delay and in no case later than thirty (30) calendar days after discovery of the Breach, and shall assist in Covered Entity's breach analysis process, including risk assessment, if requested. A Breach shall be treated as discovered by Business Associate as of the first day on which such Breach is known to Business Associate or, through the exercise of reasonable diligence, would have been known to Business Associate. The Breach notification shall be provided to Covered Entity in the manner specified in 45 C.F.R. § 164.410(c) and shall include the information set forth therein to the extent known. If, following the Breach notification, Business Associate learns additional details about the Breach, Business Associate shall notify Covered Entity promptly as such information becomes available. Covered Entity shall determine whether Business Associate or Covered Entity will be responsible for providing notification of any Breach to affected individuals, the media, the Secretary, and/or any other parties required to be notified under the HIPAA Privacy and Security Rules or other applicable law. If Covered Entity determines that Business Associate will be responsible for providing such notification, Business Associate may not carry out notification until Covered Entity approves the proposed notices in writing.
- 3.3. Notwithstanding the provisions of Section III.B., above, if a law enforcement official states to Business Associate that notification of a Breach would impede a criminal investigation or cause damage to national security, then:
  - 3.3.1. if the statement is in writing and specifies the time for which a delay is required, Business Associate shall delay such notification for the time period specified by the official; or
  - 3.3.2. if the statement is made orally, Business Associate shall document the statement, including the identity of the official making it, and delay such notification for no longer than thirty (30) days from the date of the oral statement unless the official submits a written statement during that time.

Following the period of time specified by the official, Business Associate shall promptly deliver a copy of the official's statement to Covered Entity.

- 3.4. Business Associate shall bear Covered Entity's costs of any Breach and resultant notifications, if applicable, to the extent the Breach arises from Business Associate's negligence, willful misconduct, violation of law, violation of the Underlying Agreement, or violation of this Agreement.

4. **OBLIGATIONS OF COVERED ENTITY**

- 4.1. Upon request of Business Associate, Covered Entity shall provide Business Associate with the notice of privacy practices that Covered Entity produces in accordance with 45 C.F.R. § 164.520.
- 4.2. Covered Entity shall provide Business Associate with any changes in, or revocation of, permission by an individual to use or disclose Protected Health Information, if such changes could reasonably be expected to affect Business Associate's permitted or required uses and disclosures.
- 4.3. Covered Entity shall notify Business Associate of any restriction on the use or disclosure of PHI to which Covered Entity has agreed in accordance with 45 C.F.R. § 164.522, and Covered Entity shall inform Business Associate of the termination of any such restriction, and the effect that such termination shall have, if any, upon Business Associate's use and disclosure of such Protected Health Information.

5. **TERM AND TERMINATION.**

- 5.1. Term. The Term of this Agreement shall be effective as of the first effective date of any Underlying Agreement, and shall terminate upon later of the following events: (i) in accordance with Section V.C., when all of the PHI provided by Covered Entity to Business Associate or created or received by Business Associate on behalf of Covered Entity is returned to Covered Entity or destroyed (and a certificate of destruction is provided) or, if such return or destruction is infeasible, when protections are extended to such information; or (ii) upon the expiration or termination of the last of the Underlying Agreement.
- 5.2. Termination. Upon either Party's knowledge of a material breach by the other Party of its obligations under this Agreement, the non-breaching Party shall, within twenty (20) days of that determination, notify the breaching Party, and the breaching Party shall have thirty (30) days from receipt of that notice to cure the breach or end the violation. If the breaching Party fails to take reasonable steps to effect such a cure within such time period, the non-breaching Party may terminate this Agreement and the Underlying Agreement without penalty.

Where either Party has knowledge of a material breach by the other Party and determines that cure is infeasible, prior notice of the breach is not required, and the non-breaching Party shall terminate the portion of the Underlying Agreement affected by the breach without penalty.

5.3. Effect of Termination.

- 5.3.1. Except as provided in paragraph 2 of this subsection C., upon termination of this Agreement, the Underlying Agreement or upon request of Covered Entity, whichever occurs first, Business Associate shall return or destroy all PHI

received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to PHI that is in the possession of subcontractors of Business Associate. Neither Business Associate nor its subcontractors shall retain copies of the PHI except as required by law.

- 5.3.2. In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide within ten (10) days to Covered Entity notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction of PHI is infeasible, Business Associate, and its applicable subcontractors, shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate and its applicable subcontractors maintain such Protected Health Information.

## 6. MISCELLANEOUS.

- 6.1. No Rights in Third Parties. Except as expressly stated herein or in the HIPAA Privacy and Security Rules, the Parties to this Agreement do not intend to create any rights in any third parties.
- 6.2. Survival. The obligations of Business Associate under Section V.C. of this Agreement shall survive the expiration, termination, or cancellation of this Agreement, the Underlying Agreement, and/or the business relationship of the Parties, and shall continue to bind Business Associate, its agents, employees, contractors, successors, and assigns as set forth herein.
- 6.3. Amendment. The Parties agree that this Agreement will be amended automatically to conform to any changes in the HIPAA Privacy and Security Rules as are necessary for each of them to comply with the current requirements of the HIPAA Privacy and Security Rules and the Health Insurance Portability and Accountability Act, unless a particular statutory or regulatory provision requires that the terms of this Agreement be amended to reflect any such change. In those instances where an amendment to this Agreement is required by law, the Parties shall negotiate in good faith to amend the terms of this Agreement within sixty (60) days of the effective date of the law or final rule requiring the amendment. If, following such period of good faith negotiations, the Parties cannot agree upon an amendment to implement the requirements of said law or final rule, then either Party may terminate this Agreement and the Underlying Agreement upon ten (10) days written notice to the other Party. Except as provided above, this Agreement may be amended or modified only in a writing signed by the Parties.
- 6.4. Assignment. Neither Party may assign its respective rights and obligations under this Agreement without the prior written consent of the other Party.
- 6.5. Independent Contractor. None of the provisions of this Agreement are intended to create, nor will they be deemed to create, any relationship between the Parties other than that of independent parties contracting with each other solely for the purposes of effecting the provisions of this Agreement and any other agreements between the Parties evidencing their business relationship. Nothing in this Agreement creates or is intended to create an agency relationship.

- 6.6. **Governing Law.** To the extent this Agreement is not governed exclusively by the HIPAA Privacy and Security Rules or other provisions of federal statutory or regulatory law, it will be governed by and construed in accordance with the laws of the state in which Covered Entity has its principal place of business.
- 6.7. **No Waiver.** No change, waiver, or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.
- 6.8. **Interpretation.** Any ambiguity of this Agreement shall be resolved in favor of a meaning that permits Covered Entity and Business Associate to comply with the HIPAA Privacy and Security Rules.
- 6.9. **Severability.** In the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the provisions of this Agreement will remain in full force and effect.
- 6.10. **Notice.** Any notification required in this Agreement shall be made in writing to the representative of the other Party who signed this Agreement or the person currently serving in that representative's position with the other Party.
- 6.11. **Entire Agreement.** This Agreement constitutes the entire understanding of the Parties with respect to the subject matter hereof and supersedes all prior agreements, oral or written. In the event of any inconsistency between this Agreement and any other agreement between the Parties concerning the use and disclosure of PHI and the Parties' obligations with respect thereto, the terms of this Agreement shall control.
- 6.12. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Agreement.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK