BOARD OF SUPERVISORS AGENDA ITEM REPORT
AWARDS / CONTRACTS / GRANTS

○ Award ○ Contract ◉ Grant

Requested Board Meeting Date: August 5, 2025

* = *Mandatory, information must be provided*

or Procurement Director Award: ☐

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

Arizona Department of Health Services (ADHS)

***Project Title/Description:**

Healthy People Healthy Communities (HPHC) - Suicide Mortality Review Program

***Purpose:**

This provides grant funding for the Suicide Mortality Review (SMR) program which is a part of a multi-strategy intergovernmental agreement (IGA) with ADHS called Healthy People Healthy Communities (HPHC).

This intergovernmental agreement (IGA) provides grant funding for multiple state-funded programs: Tobacco Prevention & Cessation, Health in Arizona Policy Initiative (HAPI), Teen Pregnancy Prevention (TPP), Youth Mental Health First Aid (YMHFA), and Suicide Mortality Review (SMR). The total grant funds included for the fiscal year 2025-2026 are $1,546,819.00 of which $100,000.00 is budgeted for the Suicide Mortality Review Program.

***Procurement Method:**

The grant was reviewed and signed by PCAO.

***Program Goals/Predicted Outcomes:**

The Health Department will implement evidence-based strategies at the local community level that:
1. Promote and implement interventions that target policy and systems approaches that will improve health outcomes in Pima County.
2. Promote and implement healthy people interventions that support making healthy choices.

***Public Benefit:**

This IGA includes a variety of evidence-based strategies designed to impact policy and systems changes at the community level. The Suicide Mortality Review program analyzes individual suicide cases, assesses trends, and provides recommendations for policy changes, intervention strategies, and community-based prevention efforts.

***Metrics Available to Measure Performance:**

- Number review meetings with sign in sheet and agenda
- Annual Report

***Retroactive:**

Yes. The final version of this IGA was received from ADHS on 6/24/2025. Grant packet was pulled from 7/15/2025 BOS agenda as new grant IDs were issued for each program. If not approved, the County will lose out on more than $1.5 million in core prevention funding.

6M approves
7/16/2025
KB

THE APPLICABLE SECTION(S) BELOW MUST BE COMPLETED
Click or tap the boxes to enter text. If not applicable, indicate "N/A". Make sure to complete mandatory (*) fields

Contract / Award Information

Document Type: _____ Department Code: _____ Contract Number (i.e., 15-123): _____

Commencement Date: _____ Termination Date: _____ Prior Contract Number (Synergen/CMS): _____

☐ Expense Amount $ _____* ☐ Revenue Amount: $ _____

***Funding Source(s) required:** _____

Funding from General Fund? ○ Yes ○ No If Yes $ _____ % _____

Contract is fully or partially funded with Federal Funds? ○ Yes ○ No

If Yes, is the Contract to a vendor or subrecipient? _____

Were insurance or indemnity clauses modified? ○ Yes ○ No
If Yes, attach Risk's approval.

Vendor is using a Social Security Number? ○ Yes ○ No
If Yes, attach the required form per Administrative Procedure 22-10.

Amendment / Revised Award Information

Document Type: _____ Department Code: _____ Contract Number (i.e., 15-123): _____

Amendment No.: _____ AMS Version No.: _____

Commencement Date: _____ New Termination Date: _____

Prior Contract No. (Synergen/CMS): _____

○ Expense ○ Revenue ○ Increase ○ Decrease Amount This Amendment: $ _____

Is there revenue included? ○ Yes ○ No If Yes $ _____

***Funding Source(s) required:** _____

Funding from General Fund? ○ Yes ○ No If Yes $ _____ % _____

Grant/Amendment Information (for grants acceptance and awards) ◉ Award ○ Amendment

Document Type: Grant Department Code: HD Grant Number (i.e., 15-123): 93065

Commencement Date: 07/01/2025 Termination Date: 06/30/2026 Amendment Number: 00

☐ Match Amount: $ _____ ☒ Revenue Amount: $ 100,000.00

***All Funding Source(s) required:** ADHS Prop 207

***Match funding from General Fund?** ○ Yes ◉ No If Yes $ _____ % _____

***Match funding from other sources?** ○ Yes ◉ No If Yes $ _____ % _____

***Funding Source:** _____

***If Federal funds are received, is funding coming directly from the Federal government or passed through other organization(s)?**
N/A – All State funding

Contact: Angelica Aros

Department: Health Telephone: 724-7842

Department Director Signature: _____ Date: 7-14-25

Deputy County Administrator Signature: _____ Date: 7-16-2025

County Administrator Signature: _____ Date: 7/16/2025

INTERGOVERNMENTAL AGREEMENT (IGA)

Contract No. CTR076492

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

Procurement Officer
Nathaniel Thomas

Project Title: Healthy People Healthy Communities

Begin Date: July 1, 2025

Geographic Service Area: Pima County

Termination Date: June 30, 2026

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

- [X] **Counties: A.R.S. §§ 11-201, 11-951, 11-952 and 36-182.**
- [ ] **Indian Tribes: A.R.S. §§ 11-951, 11-952 and the rules and sovereign authority of the contracting Indian Nation.**
- [ ] **School Districts: A.R.S. §§ 11-951, 11-952, and 15-342.**
- [ ] **City of Phoenix: Chapter II, §§ 1 & 2, Charter, City of Phoenix.**
- [ ] **City of Tempe: Chapter 1, Article 1, §§ 1.01 & 1.03, Charter, City of Tempe.**

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

Arizona Transaction (Sales) Privilege:

Federal Employer Identification No.:

Tax License No.:

Contractor Name: Pima County Health Department

Address: 3950 S. Country Club Rd., Suite 100, Tucson, AZ 85714

FOR CLARIFICATION, CONTACT:

Name: Joaquin Murphy

Phone:

FAX No:

E-mail: Joaquin.Murphy@pima.gov

CONTRACTOR SIGNATURE:
The Contractor agrees to perform all the services set forth in the Agreement and Work Statement.

Signature of Person Authorized to Sign Date

Print Name and Title

This Contract shall henceforth be referred to as Contract No. CTR076492

The Contractor is hereby cautioned not to commence any billable work or provide any material, service or construction under this Contract until Contractor receives a fully executed copy of the Contract.

State of Arizona

Signed this _____ day of _____, 2025

Procurement Officer

CONTRACTOR ATTORNEY SIGNATURE:
Pursuant to A.R.S. § 11-952, the undersigned Contractor's Attorney has determined that this Intergovernmental Agreement is in proper form and is within the powers and authority granted under the laws of Arizona.

6/24/25

Signature of Person Authorized to Sign Date

Jonathan Pinkney
Dep. Co. Atty.
Print Name and Title

Contract, No. CTR076492, is an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952 by the undersigned Assistant Attorney General, who has determined that it is in the proper form and is within the powers granted under the laws of the State of Arizona to those parties to the Agreement represented by the Attorney General.
The Attorney General, BY:

Signature **Date**

Assistant Attorney General:

REVIEWED BY: 6/24/25

Appointing Authority or Designee
Pima County Health Department

Revised 5.16.24

1. Definition of Terms As used in this Contract, the terms listed below are defined as follows:

1.1. “AI” means the science and engineering of making machines capable of performing tasks that are typically associated with human intelligence, such as learning and problem-solving, and includes without limitation: AI systems, classic AI, external AI, generative AI, and large language model (LLM) AI.

1.2. “Attachment” means any item in the Contract which requires the Contractor to submit as part of the Offer.

1.3. “Contract” means the combination of the Contract documents, including the Terms and Conditions, and the Specifications and Statement or Scope of Work; and any Contract Amendments.

1.4. "Contract Amendment" means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.

1.5. “Contractor” means any person who has a Contract with the State.

1.6. “Data” means recorded information, regardless of form or the media on which it may be recorded. The term may include technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.

1.7. “Days” means calendar days unless otherwise specified.

1.8. “Exhibit” means any item labeled as an Exhibit in the Contract generally containing maps, schematics, examples of reports, or other documents that will be used to perform the requirements of the Scope of Work after contract award.

1.9. “Gratuity” means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.

1.10. “Materials” means all property, including equipment, supplies, printing, insurance and leases of property but does not include land, a permanent interest in land or real property or leasing space.

1.11. “Procurement Officer” means the person, or his or her designee, duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract.

1.12. “Services” means the furnishing of labor, time or effort by a Contractor or Subcontractor which does not involve the delivery of a specific end product other than required reports and performance, but does not include employment agreements or collective bargaining agreements.

1.13. “State” means any department, commission, council, board, bureau, committee, institution, agency, government corporation or other establishment or official of the executive branch or corporation commission of the State of Arizona that executes the Contract.

1.14. “State Fiscal Year” means the period beginning with July 1 and ending June 30.

1.15. “Subcontract” means any Contract, express or implied, between the Contractor and another party or between a Subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any Materials or any Services required for the performance of the Contract.

1.16. “Subcontractor” means a person who contracts to perform work or render Services to a Contractor or to another Subcontractor as a part of a Contract with the State.

2. Contract Type

2.1. This Contract shall be:

[X] Fixed Price

3. Funding Type

3.1. This Contract shall be funded utilizing:

[X] State Funds

4. Contract Interpretation

4.1. Arizona Law. The Arizona law applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona Procurement Code, Arizona Revised Statutes (A.R.S.) Title 41, Chapter 23, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 2, Chapter 7.

4.2. Implied Contract Terms. Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.

4.3. Contract Order of Precedence. In the event of a conflict in the provisions of the Contract, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:

4.3.1. Terms and Conditions.

4.3.2. Statement or Scope of Work.

4.3.3. Specifications.

4.3.4. Attachments.

4.3.5. Exhibits.

4.3.6. Any other documents referenced or included in the Contract including, but not limited to, any documents that do not fall into one (1) of the above categories.

4.4. 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.

4.5. Severability. The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.

4.6. No Parol Evidence. This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.

4.7. No Waiver. Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

5. Contract Administration and Operation

5.1. Term. As indicated on the signature page of the Contract, the Contract shall be effective as of the Begin Date and shall remain effective until the Termination Date.

5.2. Contract Renewal. This Contract shall not bind, nor purport to bind, the State for any contractual commitment in excess of the original Contract period. The term of the Contract shall not exceed five (5) years. However, if the original Contract period is for less than five (5) 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 (5) 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.

5.3. New Budget Term. If a budget term has been completed in a multi-term Contract, the parties may agree to change the amount and type of funding to accommodate new circumstances in the next budget term. Any increase or decrease in funding at the time of the new budget term shall coincide with a change in the Scope of Work or change in cost of services as approved by the Arizona Department of Health Services.

5.4. Records. Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall contractually require each Subcontractor to retain any and all Data and other “records” relating to the acquisition and performance of the Contract for a period of five (5) years after the completion of the Contract. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.

5.5. Non-Discrimination. The Contractor shall comply with State Executive Order Nos. 2023-09, 2023-01, 2009-09, and any and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act. Contractor shall include these provisions in contracts with Subcontractors when required by Federal or State law.

5.6. Audit. Pursuant to A.R.S. § 35-214, at any time during the term of this Contract and five (5) years thereafter, the Contractor’s or any Subcontractor’s books and records shall be subject to audit by the State and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subcontract.

5.7. Financial Management. For all contracts, the practices, procedures, and standards specified in and required by the Accounting and Auditing Procedures Manual for the ADHS funded programs shall be used by the Contractor in the management of Contract funds and by the State when performing a Contract audit. Funds collected by the Contractor in the form of fees, donations and/or charges for the delivery of these Contract services shall be accounted for in a separate fund.

5.7.1. 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 Principals, 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.

5.7.2. State Funding. Contractors receiving state funds under this Contract shall comply with the certified compliance provisions of A.R.S. § 35-181.03.

5.8. Facilities Inspection and Materials Testing. The Contractor agrees to permit access to its facilities, Subcontractor facilities, and the Contractor’s processes or services, at reasonable times for inspection of the facilities or Materials covered under this Contract as required under A.R.S. § 41-2547. The State shall also have the right to test, at its own cost, the Materials to be supplied under this Contract. Neither inspection of the Contractor’s facilities nor Materials testing shall constitute final acceptance of the Materials or Services. If the State determines non-compliance of the Materials, the Contractor shall be responsible for the payment of all costs incurred by the State for testing and inspection.

5.9. Notices. Notices to the Contractor required by this Contract shall be made by the State to the person indicated on the Offer and Acceptance form submitted by the Contractor unless otherwise stated in the Contract. Notices to the State required by the Contract shall be made by the Contractor stated in the Contract, or listed on the State's eProcurement system. An authorized Procurement Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice to the other and an amendment to the Contract shall not be necessary.

5.10. Advertising, Publishing and Promotion of Contract. The Contractor shall not use, advertise or promote information for commercial benefit concerning this Contract without the prior written approval of the ADHS. ADHS shall approve brochures, posters, public service announcements, paid media, videos, sponsorships, and other marketing materials paid with funds from this Contract prior to the development and use; including use of ADHS Logo.

5.11. Continuous Improvement. Contractor shall recommend continuous improvements on an on-going basis in relation to any Materials and Services offered under the Contract, with a view to reducing State costs and improving the quality and efficiency of the provision of Materials or Services. State may require Contractor to engage in continuous improvements throughout the term of the Contract.

5.12. Other Contractors. State may undertake on its own or award other contracts to the same or other suppliers for additional or related work. In such cases, the Contractor shall cooperate fully with State employees and such other suppliers and carefully coordinate, fit, connect, accommodate, adjust, or sequence its work to the related work by others. Where the Contract requires handing-off Contractor's work to others, Contractor shall cooperate as State instructs regarding the necessary transfer of its work product, Materials, Services, or records to State or the other suppliers. Contractor shall not commit or permit any act that interferes with the State's or other suppliers' performance of their work, provided that, State shall enforce the foregoing section equitably among all its suppliers so as not impose an unreasonable burden on any of them.

5.13. Ownership of Intellectual Property:

5.13.1. Rights In Work Product. All intellectual property originated or prepared by Contractor pursuant to the Contract, including but not limited to, inventions, discoveries, intellectual copyrights, trademarks, trade names, trade secrets, technical communications, records reports, computer programs and other documentation or improvements thereto, including Contractor's administrative communications and records relating to the Contract, are considered work product and Contractor's property, provided that, State has Government Purpose Rights to that work product as and when it was delivered to State.

5.13.2. "Government Purpose Rights" are:

5.13.2.1. The unlimited, perpetual, irrevocable, royalty free, non-exclusive, worldwide right to use, modify, reproduce, release, perform, display, sublicense, disclose and create derivatives from that work product without restriction for any activity in which State is a party.

5.13.2.2. The right to release or disclose that work product to third parties for any State government purpose.

5.13.2.3. The right to authorize those to whom it rightfully releases or discloses that work product to use, modify, release, create derivative works from the work product for any State government purpose; such recipients being understood to include the federal government, the governments of other states, and various local governments.

5.13.3. "Government Purpose Rights" do not include any right to use, modify, reproduce, perform, release, display, create derivative works from or disclose that work product for any commercial purpose, or to authorize others to do so.

5.13.4. Joint Developments. The Contractor and State may each use equally any ideas, concepts, know-how, or techniques developed jointly during the course of the Contract, and may do so at their respective discretion, without obligation of notice or accounting to the other party.

5.13.5. Pre-existing Material. All pre-existing software and other Materials developed or otherwise obtained by or for Contractor or its affiliates independently of the Contract or applicable Purchase Orders are not part of the work product to which rights are granted State under subparagraph 5.13.1 above, and will remain the exclusive property of Contractor, provided that:

5.13.5.1. Any derivative works of such pre-existing Materials or elements thereof that are created pursuant to the Contract are part of that work product.

5.13.5.2. Any elements of derivative work of such pre-existing Materials that was not created pursuant to the Contract are not part of that work product.

5.13.5.3. Except as expressly stated otherwise, nothing in the Contract is to be construed to interfere or diminish Contractor's or its affiliates' ownership of such pre-existing Materials.

5.13.6. Developments Outside of Contract. Unless expressly stated otherwise in the Contract, this Section does not preclude Contractor from developing competing Materials outside the Contract, irrespective of any similarity to Materials delivered or to be delivered to State hereunder.

5.14. Property of the State. If there are any materials that are not covered by Section 5.13 above created under this Contract, including but not limited to, reports and other deliverables, these materials are the sole property of the State. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the State.

5.15. Equipment. Except as provided above 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 Grant is terminated, the disposition of all such property shall be determined by the ADHS. For Fixed Price contracts, when the Grantee provides the services/materials required by the Grant, any and all equipment purchased by the Grantee remains the property of the Grantee. All purchases of equipment need to be reported to the ADHS Office of Inventory Control.

5.16. Federal Immigration and Nationality Act. 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, 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 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 or debarment of the Contractor.

5.17. E-Verify Requirements. In accordance with A.R.S. § 41-4401, Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23- 214, Subsection A.

5.18. Offshore Performance of Work involving Data is Prohibited. Any Services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and involve access to Data shall be performed within the defined territories of the United States.

5.19. Protection of State Cybersecurity Interests. The Contractor shall comply with State Executive Order No. 2023-10, which includes, but is not limited to, a prohibition against (a) downloading and installing of TikTok on all State-owned and State-leased information technology; and (b) accessing TikTok through State information technology.

5.20. Artificial Intelligence (AI) Prohibitions. Consistent with State policy, if Contractor supplies AI Services or Materials (either directly or through Subcontractors or the sale of licenses), such as research, development, training, implementation, deployment, maintenance, provision, or sale of AI systems, then Contractor is prohibited from using State of Arizona Materials or Data in generative AI queries or for building or training proprietary generative AI programs unless explicitly approved in advance by the State in writing.

5.20.1. Contractor shall also disclose the utilization of generative AI before producing works owned by the State and/or integrating generative AI into Materials or Services used by the State.

5.20.2. Contractor shall perform due diligence to ensure proper licensure of model training data for all generative AI services throughout the life of the Contract.

5.21. Certifications Required by State Law:

5.21.1. If Contractor is a Company as defined in A.R.S. § 35-393, Contractor certifies that it is not currently engaged in a boycott of Israel as described in A.R.S. §§ 35-393 *et seq*. and will refrain from any such boycott for the duration of this Contract.

5.21.2. Contractor further certifies that it shall comply with A.R.S. § 35-394, regarding use of the forced labor of ethnic Uyghurs, as applicable.

5.22. Protection of State Cybersecurity Interests. The Contractor shall comply with State Executive Order No. 2023-10, which includes, but is not limited to, a prohibition against (a) downloading and installing of TikTok on all State-owned and State-leased information technology; and (b) accessing TikTok through State information technology.

6. Costs and Payments

6.1. Payments. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of Materials or Services, the Contractor shall submit a complete and accurate invoice for payment from the State within thirty (30) days.

6.2. Recoupment of Contract Payments.

6.2.1. 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.

6.2.2. 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.

6.2.3. 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 6.2.1, Unearned Advanced Funds; or ii) the amount refundable in accordance with paragraph 6.2.2, Contracted Services.

6.2.4. 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.

6.3. Delivery. Unless stated otherwise in the Contract, per A.R.S. § 47-2319, all prices shall be F.O.B. ("free on board") Destination and shall include all freight delivery and unloading at the destination.

6.4. Firm, Fixed Price. Unless stated otherwise in the Special Terms and Conditions of the Contract, all prices shall be firm-fixed-prices.

6.5. Applicable Taxes:

6.5.1. Payment of Taxes. The Contractor shall be responsible for paying all applicable taxes.

6.5.2. 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 such taxes from the buyer does not relieve the seller from its obligation to remit taxes.

6.5.3. Tax Indemnification. 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, and 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.

6.5.4. IRS W9 Form. In order to receive payment, the Contractor shall have a current I.R.S. W9 Form on file with the State of Arizona, unless not required by law.

6.6. Availability of Funds for the Next State Fiscal Year. Funds may not presently be available for performance under this Contract beyond the current State Fiscal Year. No legal liability on the part of the State for any payment may arise under this Contract beyond the current State Fiscal Year until funds are made available for performance of this Contract.

6.7. Availability of Funds for the Current State Fiscal Year. Should the State Legislature enter back into session and reduce the appropriations or for any reason and these Materials or Services are not funded, the State may take any of the following actions:

6.7.1. Accept a decrease in price offered by the Contractor.

6.7.2. Cancel the Contract.

6.7.3. Cancel the Contract and re-solicit the requirements.

7. Contract Changes

7.1. Amendments. 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 within the scope of the Contract. Changes to the Contract, including the addition of Services or Materials, the revision of payment terms, or the substitution of Services or Materials, directed by a person who is not specifically authorized

by the Procurement Officer in writing or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized written Contract Amendments shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.

7.2. Subcontracts. The Contractor shall not enter into any Subcontract under this Contract for the performance of this Contract without the advance written approval of the Procurement Officer as described in Arizona State Procurement Office Standard Procedure 002. The Contractor shall clearly list any proposed Subcontractors and the Subcontractor's proposed responsibilities. The Subcontract shall incorporate by reference the terms and conditions of this Contract.

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

8. Risk and Liability

8.1. Risk of Loss. The Contractor shall bear all loss of conforming Materials covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming Materials shall remain with the Contractor regardless of receipt.

8.2. Indemnification:

8.2.1. Public Agency Language Only. 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.

8.2.2. Contractor/Vendor Indemnification (Not Public Agency).To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or Subcontractors. This indemnity includes any claim or amount arising out of, or recovered under, the Workers' Compensation Law or arising out of the failure of such Contractor to conform to any federal, state, or local law, statute, ordinance, rule, regulation, or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable. In consideration of the award of this Contract, the Contractor agrees to waive all rights of subrogation Insurance and Indemnification Guidelines for State of Arizona Contracts Professional Service Contracts against the State of Arizona, its officers, officials, agents, and employees for losses arising from the work performed by the Contractor for the State of Arizona. This indemnity shall not apply if the Contractor or Subcontractor(s) is/are an agency, board, commission or university of the State of Arizona.

8.3. Indemnification - Patent and Copyright. The Contractor shall indemnify and hold harmless the State against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of Contract performance or use by the State of Materials furnished or work performed under this Contract. The State shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph. If the Contractor is insured pursuant to A.R.S. § 41-621 and § 35-154, this paragraph shall not apply.

8.4. Force Majeure:

8.4.1. Except for payment of sums due, neither the Contractor nor State 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, war, riots, strikes, mobilization, labor disputes, civil disorders, fire, flood, lockouts, injunctions-intervention-acts, failures or refusals to act by government authority, and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.

8.4.2. Force Majeure shall not include the following occurrences:

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

8.4.2.2. Late performance by a Subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition.

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

8.4.3. If either the Contractor or State 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 results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

8.4.4. 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.

8.5. 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, toward fulfillment of this Contract.

9. Warranties

9.1. Liens. The Contractor warrants that the Materials supplied under this Contract are free of liens and shall remain free of liens.

9.2. Quality. Unless otherwise modified elsewhere in the Terms and Conditions, the Contractor warrants that, for one (1) year after acceptance by the State of the Materials, they shall be:

9.2.1. Of a quality to pass without objection in the trade under the Contract description.

9.2.2. Fit for the intended purposes for which the Materials are used.

9.2.3. Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units.

9.2.4. Adequately contained, packaged, and marked as the Contract may require.

9.2.5. Conform to the written promises or affirmations of fact made by the Contractor.

9.3. Conformity to Requirements:

9.3.1. Contractor warrants that, unless expressly provided otherwise elsewhere in the Contract, the Materials and Services will for one (1) year after acceptance and in each instance:

9.3.1.1. Conform to the requirements of the Contract, which by way of reminder include without limitation all descriptions, specifications, and drawings identified in the Scope of Work and any and all Contractor affirmations included as part of the Contract.

9.3.1.2. Be free from defects of material and workmanship.

9.3.1.3. Conform to or perform in a manner consistent with current industry standards.

9.3.1.4. Be fit for the intended purpose or use described in the Contract.

9.3.2. Mere delivery or performance does not substitute for express acceptance by the State. Where inspection, testing, or other acceptance assessment of Materials or Services cannot be done until after installation or invoicing, the forgoing warranty will not begin until State's explicit acceptance of the Materials or Services.

9.4. Inspection/Testing. The warranties set forth in this Section 9 [Warranties] are not affected by inspection or testing of or payment for the Materials or Services by the State.

9.5. Contractor Personnel. Contractor warrants that its personnel will perform their duties under the Contract in a professional manner, applying the requisite skills and knowledge, consistent with industry standards, and in accordance with the requirements of the Contract. Contractor further warrants that its key personnel will maintain any and all certifications relevant to their work, and Contractor shall provide individual evidence of certification to State's authorized representatives upon request.

9.6. Compliance With Applicable Laws. The Materials and Services supplied under this Contract shall comply with all applicable federal, state, and local laws and policies (including, but not limited to, information technology policies, standards, and procedures available on the State's website and/or the website of any department, commission, council, board, bureau, committee, institution, agency, government corporation or other establishment or official of the executive branch or corporation commission of the State of Arizona). Federal requirements may be incorporated into this Contract, if required, pursuant to A.R.S. § 41-2637. Contractor shall maintain any and all applicable license and permit requirements. This requirement includes, but is not limited to, any and all Arizona state statutes that impact state contracts, regardless of whether those statutory references have been removed during the course of contract negotiations; this is notice to Contractors that the State does not have the authority to modify Arizona state law by contract.

9.7. Intellectual Property. Contractor warrants that the Materials and Services do not and will not infringe or violate any patent, trademark, copyright, trade secret, or other intellectual property rights or laws, except only to the extent the Specifications do not permit use of any other product and Contractor is not and cannot reasonably be expected to be aware of the infringement or violation.

9.8. Licenses and Permits. Contractor warrants that it will maintain all licenses required to fully perform its duties under the Contract and all required permits valid and in force.

9.9. Operational Continuity. Contractor warrants that it will perform without relief notwithstanding being sold or acquired; no such event will operate to mitigate or alter any of Contractor's duties hereunder absent a consented delegation under paragraph 7.3. [Assignment and Delegation] that expressly recognizes the event.

9.10. Performance in Public Health Emergency. Contractor warrants that it will:

9.10.1. Have in effect, promptly after commencement, a plan for continuing performance in the event of a declared public health emergency that addresses, at a minimum:

9.10.1.1. Identification of response personnel by name.

9.10.1.2. Key succession and performance responses in the event of sudden and significant decrease in workforce.

9.10.1.3. Alternative avenues to keep sufficient product on hand or in the supply chain.

9.10.2. Provide a copy of its current plan to State within three (3) business days after State's written request. If Contractor claims relief under paragraph 8.4 [Force Majeure] for an occurrence of force majeure that is a declared public health emergency, then that relief will be conditioned on Contractor having first implemented its plan and exhausted all reasonable opportunity for that plan implementation to overcome the effects of that occurrence, or mitigate those effects to the extent that overcoming entirely is not practicable.

9.10.3. A request from the State related to this paragraph 9.10.2 does not necessarily indicate that there has been an occurrence of force majeure, and the Contractor will not be entitled to any additional compensation or extension of time by virtue of having to implement a plan.

9.10.4. Failure to have or implement an appropriate plan will be a material breach of contract.

9.11. Lobbying:

9.11.1. Prohibition. Contractor warrants that it will not engage in lobbying activities, as defined in 40 Code of Federal Regulations (CFR) part 34 and A.R.S. § 41-1231, *et seq*., using monies awarded under the Contract, provided that, the foregoing does not intend to constrain Contractor's use of its own monies or property, including without limitation any net proceeds duly realized under the Contract or any value thereafter derived from those proceeds; and upon award of the Contract, it will disclose all lobbying activities to State to the extent they are an actual or potential conflict of interest or where such activities could create an appearance of impropriety. Contractor shall implement and maintain adequate controls to assure compliance with above. Contractor shall obtain an equivalent warranty from all Subcontractors and shall include an equivalent no-lobbying provision in all Subcontracts.

9.11.2. Exception. This paragraph 9.11.1 does not apply to the extent that the Services are defined in the Contract as being lobbying for State's benefit or on State's behalf.

9.12. Covered Telecommunications or Services. Contractor warrants that the Materials and Services rendered under this Contract will not require Contractor to use for the State, or provide to the State to use, "covered telecommunications equipment or Services" as a substantial or essential component of any system, or as critical technology as part of any system, within the meaning of Federal Acquisition Regulation ("FAR") Section 52.204-25.

9.13. Debarment, Suspension, U.S. Government Restricted Party Lists. Contractor warrants that it is not, and its Subcontractors are not, on the U.S. government's Denied Parties List, the Unverified List, the Entities List, the Specially Designated Nationals and Blocked Parties List, and neither the Contractor nor any Subcontractors are presently debarred, suspended, proposed for debarment or otherwise declared ineligible for award of federal contracts or participation in federal assistance programs or activities.

9.14. False Statements. Contractor represents and warrants that all statements and information Contractor prepared and submitted in response to the Solicitation or as part of the Contract documents are current, complete, true, and accurate. If the Procurement Officer determines that Contractor submitted an Offer or Bid with a false statement, or makes material misrepresentations during the performance of the Contract, the Procurement Officer may determine that Contractor has materially breached the Contract and may void the submitted Offer or Bid and any resulting Contract.

9.15. Survival of Rights and Obligations after Contract Expiration or Termination:

9.15.1. Survival of Warranty. All representations and warranties made by Contractor under the Contract will survive the expiration or earlier termination of the Contract,

9.15.2. Contractor's Representations and Warranties. All representations and warranties made by the Contractor under this Contract 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.

9.15.3. Purchase Orders. The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Officer, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

10. State's Contractual Remedies

10.1. 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 under the Uniform Terms and Conditions or other rights and remedies available by law or provided by the Contract.

10.2. Stop Work Order:

10.2.1. 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 period(s) of days indicated by the State after the order is delivered to the Contractor. 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.

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

10.3. Non-exclusive Remedies. The rights and the remedies of the State under this Contract are not exclusive; Nonconforming Tender. Materials or Services supplied under this Contract shall fully comply with the Contract. The delivery of Materials or Services or a portion of the Materials or Services that do not fully

comply constitutes a breach of contract. On delivery of nonconforming Materials or Services, the State may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its rights and remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.

10.4. Right of Offset. The State shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the State, or damages assessed by the State concerning the Contractor's non-conforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform Terms and Conditions.

11. Contract Termination

11.1. 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.

11.2. Gratuities. The State may, by written notice, terminate this Contract, in whole or in part, if the State determines that employment or a Gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the State with the purpose of influencing the outcome of the procurement or securing the Contract, an amendment to the Contract, or 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 (3) times the value of the Gratuity offered by the Contractor.

11.3. Suspension or Debarment. The State may, by written notice to the Contractor, immediately terminate this Contract if the State determines that the Contractor 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. Submittal of an offer or execution of a contract shall attest that the Contractor is not currently suspended or debarred. If the Contractor becomes suspended or debarred, the Contractor shall immediately notify the State.

11.4. Termination for Convenience. The State reserves the right to terminate the Contract, in whole or in part at any time when in the best interest of the State, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work, as directed in the notice, notify all Subcontractors of the effective date of the termination and minimize all further costs to the State. In the event of termination under this paragraph, all documents, Data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed, and Materials or Services accepted before the effective date of the termination. The cost principles and procedures provided in A.R.S. § 41-2543 and A.A.C. Title 2, Chapter 7, Article 7, shall apply.

11.5. Termination for Default:

11.5.1. In addition to the rights reserved in the Contract, the State may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any 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. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.

11.5.2. Upon termination under this paragraph, all goods, Materials, documents, Data, and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State on demand.

11.5.3. The State may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, Materials or Services to replace those under this Contract. The Contractor shall be liable to the State for any excess costs incurred by the State in procuring Materials or Services in substitution for those due from the Contractor.

11.6. Continuation of Performance Through Termination. The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

12. Contract Claims

All contract claims or controversies under this Contract shall be resolved according to A.R.S. Title 41, Chapter 23, Article 9, and rules adopted thereunder.

13. Arbitration

The parties to this Contract agree to resolve all disputes arising out of or relating to this Contract through 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 (A.R.S. Title 41).

14. Communication

14.1. Program Report. When reports are required by the Contract, the Contractor shall provide them in the format approved by ADHS.

14.2. Information and Coordination. The State will provide information to the Contractor pertaining to activities that affect the Contractor's delivery of services, and the Contractor shall be responsible for coordinating their activities with the State's in such a manner as not to conflict or unnecessarily duplicate the State's activities. As the work of the Contractor progresses, advice and information on matters covered by the Contract shall be made available by the Contractor to the State throughout the effective period of the Contract.

15. 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.

16. 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.

17. Administrative Changes

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

Contractor notice of corrections to administrative errors in a written confirmation letter with a copy of the corrected Administrative Change attached.

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

18.1. 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.

18.2. 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.

19. Fraud, Waste, or Abuse

19.1. ADHS requires all employees to abide by the State's Personnel System Rules, R2-5A-501; Standards of Conduct which includes maintaining high standards of honesty, integrity, and impartiality, free from personal considerations and/or favoritism, and Code of Conduct for individuals engaged in Accounting, Financial and Budgeting Activities which depicts the moral, ethical, legal and professional aspects of personal conduct. ADHS requires the same conduct of its consultants, vendors, contractors, subrecipients, or persons doing business with the agency.

19.2. Any State employee, consultant, vendor, contractor or subrecipient or person doing business with the Agency who receives a report of improper activity must report the information within one (1) business day. Note: Federal Award policy denotes awardees must disclose, in a timely manner, in writing to ADHS all violations of Federal Criminal Law, involving fraud, bribery, or gratuity violations potentially affecting Federal Awards.

19.3. Anyone suspecting Fraud, Waste, or Abuse related to ADHS activities are required to report Fraud, Waste, or abuse through any of the following reporting channels:

19.3.1. ADHS Ethics Action Hotline at (602) 542-2347.

19.3.2. ADHS Ethics Action Email at reportethics@azdhs.gov.

19.3.3. General Accounting Office (GAO) Fraud Reporting Email at reportfraud@azdoa.gov to report Fraud, Waste, or Abuse incidents.

20. Authorization for Provision of Services

Authorization for purchase of services under this Contract shall be made only upon ADHS issuance of a Purchase Order that is signed by an authorized agent. The Purchase Order will indicate the Contract number and the dollar amount of 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 Contract.

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.

Additional Terms and Conditions for Title 2, Subtitle A, Chapter II, Part 200, Subpart C: §200.201 USE OF GRANT AGREEMENTS (INCLUDING FIXED AMOUNT AWARDS), COOPERATIVE AGREEMENTS AND CONTRACT

22. 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 for-profit 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.

23. 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/

23.1. 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.

23.2. The Contractor and Subcontractors are subject to Title VI of the Civil Rights Act of 1964, Section 504 of Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Title IX of the Education Amendment of 1972, and offers all persons the opportunity to participate in programs or activities regardless or race, color, national origin, age, sex, or disability. Further, it is agreed that no individual will be turned away from or otherwise denied access to or benefit from any program or activity that is directly associated with a program of the RECIPIENT on the basis of race, color, national origin, age, sex (in educational activities) or disability.

24. Americans With Disabilities Act of 1990

24.1. The Contractor shall comply with the Americans With Disabilities Act of 1990 (Public Law 101-336) and the Arizona Disability Act of 1992 (A.R.S § 41-1492 et. seq.), which prohibits discrimination of the basis of physical or mental disabilities in delivering contract services or in the employment, or advancement in employment of qualified individuals.

24.2. Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contracting the Contract Manager for the Contract. Request should be made as early as possible to allow time to arrange the accommodation.

25. Federal Funding (if applicable)

25.1. Funding for these services is contingent upon the availability of federal government funding. No commitment of any kind is made by the State concerning this Grant unless there are monies provided by a federal grant. The Grantee should take this fact into consideration.

25.2. For the purposes of this Grant, a capital expenditure means expenditures to acquire capital assets, as defined in 2 C.F.R. 200.12, or expenditures to make additions, improvements, modifications, replacements, rearrangements, reinstallations, renovations, or alterations to capital assets that materially increase their value or useful life, with a cost of $250 or greater.

25.3. Grantee agrees to maintain property records for equipment purchased with grant funds and perform a physical inventory and reconciliation with property records at least every year. Grantee agrees that funds will not be used for the construction of new facilities.

25.4. Grantee agrees to follow equipment disposition policies as determined by the Federal Awarding Agency at Award Completion or as depicted in the State of Arizona Accounting Manual. Grantee also agrees to follow the directives in ADHS Property and Procedure Policy FIN 111.

25.5. Charges to Federal awards for salaries and wages must be based on records that accurately reflect the work performed. These records must: Be supported by a system of internal control which provides reasonable assurance that the charges are accurate, allowable, and properly allocated; Be incorporated into the official records of the non-Federal entity; Reasonably reflect the total activity for which the employee is compensated by the non-Federal entity, not exceeding 100% of compensated activities (for IHE, this per the IHE's definition of IBS); Encompass both federally assisted and all other activities compensated by the non-Federal entity on an integrated basis, but may include the use of subsidiary records as defined in the non-Federal entity's written policy; Comply with the established accounting policies and practices of the non-Federal entity (See paragraph above for treatment of incidental work for IHEs.; and Support the distribution of the employee's salary or wages among specific activities or cost objectives if the employee works on more than one (1) Federal award; a Federal award and non-Federal award; an indirect cost activity and a direct cost activity; two (2) or more indirect activities which are allocated using different allocation bases; or an unallowable activity and a direct or indirect cost activity. Budget estimates (i.e., estimates determined before the services are performed) alone do not qualify as support for charges to Federal awards, but may be used for interim accounting purposes only.

25.6. Grantee understands that financial reports are required as an accounting of expenditures for either reimbursement or ADHS-approved advance payments.

25.7. The final request for reimbursement of grant funds must be received by the ADHS no later than sixty (60) days after the last day of the award period.

25.8. All goods and services must be received or have reasonable expectations thereof and placed in service by Grantee by the expiration of this award.

25.9. Grantee agrees that all encumbered funds must be expended and that goods and services must be paid by GRANTEE within sixty (60) days of the expiration of this award unless funding guidelines permit funds to be used at a future date.

25.10. Grantee agrees to remit all unexpended grant funds to the ADHS within thirty (30) days of written request from the ADHS.

25.11. Grantee agrees to account for interest earned on federal grant funds and shall manage interest income in accordance with the Cash Management Improvement Act of 1990 and as indicated in the State of Arizona Accounting Manual (SAAM) located at the following website. https://gao.az.gov/publications/saam Interest earned in excess of allowable limits must be remitted to the ADHS within thirty (30) days after receipt of a written request from the ADHS.

25.12. Grantee agrees not to use grant funds for food and/or beverage unless explicitly approved in writing by the ADHS.

25.13. Grantee agrees to comply with all applicable laws, regulations, policies and guidance (including specific cost limits, prior approvals and reporting requirements, where applicable) governing the use of grant funds for expenses related to conferences, meetings, trainings, and other events, including the provision of food and/or beverages at such events, and costs of attendance at such events unless explicitly approved in writing by the ADHS.

25.14. No funds shall be used to supplant federal, state, county or local funds that would otherwise be made available for such purposes. Supplanting means the deliberate reduction of state or local funds because of the existence of any grant funds.

25.15. Grantee agrees that grant funds are not to be expended for any indirect costs that may be incurred by Grantee for administering these funds unless explicitly approved in writing by the ADHS. This may include, but is not limited to, costs for services such as accounting, payroll, data processing, purchasing, personnel, and building use which may have been incurred by the Grantee.

25.16. Grantee will comply with the audit requirements of *OMB* Office of Management and Budget's (OMB) Uniform Administrative Requirements, Cost Principles and Audit Requirement for Federal Awards and provide the ADHS with the Single Audit Report and any findings within ninety (90) days of receipt of such finding(s). If the report contains no findings, the Grantee must provide notification that the audit was completed. All completed Single Audits should be uploaded in the format specified to the Federal Audit Clearinghouse no later than nine (9) months after the entities fiscal year-end at the attached **Link**: https://harvester.census.gov/facweb/default.aspx/.

25.17. Grantee understands and agrees that misuse of award funds may result in a range of penalties, including suspension of current and future funds, suspension or debarment from federal grants, recoupment of monies provided under an award, and civil and/or criminal penalties.

25.18. Grantee agrees not to do business with any individual, agency, company or corporation listed in the Excluded Parties Listing Service.

25.18.1. **Link***: System for Award Management* https://sam.gov/content/home.

25.19. Grantee agrees to ensure that, no later than the due date of the Grantee's first financial report after the award is made, Grantee and any subgrantees have a valid UEI profile and active registration with the System for Award Management (SAM) database.

25.20. GRANTEE certifies that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Contract.

25.21. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees) Grantee must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

25.22. GRANTEE certifies to comply with the Drug-Free Workplace Act of 1988, and implemented in 28 CFR Part 83, Subpart F, for grantees, as defined in 28 CFR, Part 83 Sections 83.620 and 83.650.

26. 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 530, Phoenix, Arizona 85007.

1. Background

1.1. The vision of the Arizona Department of Health Services (ADHS) is "Health and Wellness for all Arizonans." In pursuit of this vision, the department embarked on a journey in 2013 to complete a State Health Assessment (SHA) in collaboration with local health departments to assess the needs and capacity of public health in Arizona. In response to this assessment, with the support of stakeholders, the Arizona Health Improvement Plan (AzHIP) was developed, laying the foundation for The Healthy People Healthy Communities Intergovernmental Agreement (HPHC IGA). ADHS remains committed to maintaining this legacy of improvement and partnership by conducting regular SHAs and corresponding AzHIPs to help inform public health efforts across the state.

1.2. The goals and strategies in this IGA reflect the collaborative approach that engages local, state, and national partners to improve the health and well-being of Arizonans. These evidence-based preventative health strategies are designed to be implemented across the public health framework through health policy, system, and environmental change initiatives, health promotion and education for individuals and communities, and enhancing public health infrastructures. This IGA is a coordinated effort across the Division of Public Health Prevention, including programs and funding from the Bureau of Assessment and Evaluation (BAE), the Bureau of Nutrition and Physical Activity (BNPA), the Bureau of Women's & Children's Health (BWCH), and the Bureau of Chronic Disease and Health Promotion (BCDHP) to help create a comprehensive approach to public health.

2. Objective

The objective of this IGA is to leverage multiple public health funding sources to support implementation of health priorities identified in the AzHIP and the County Health Improvement Plans (CHIP). This IGA is intended to provide flexibility to the County Health Departments to best meet the needs of their local communities through high impact strategies that realize the agreed upon outcomes. The IGA provides a pathway to improved coordination of multiple prevention and review programs, while streamlining the administrative functions for the programs that were previously administered separately.

3. Scope of Service

3.1. The purpose of this IGA is to strengthen partnerships between ADHS and Local Health Departments by providing funding for prevention programs to address health priorities in relation to the funding source. This IGA offers a variety of evidence-based strategies designed to impact policy, system, and environmental change at the community, organizational, individual, and policy levels in order to promote county-wide health changes so that public health impact will be maximized. Contingent upon available funding, Counties are expected to implement strategies at multiple levels, in accordance with local community needs, and should emphasize complementary policy, environmental, programmatic, and Infrastructure activities that integrate and build on each other to optimize the health improvements of the community. Counties must select from a menu of evidence-based strategies, found in the HPHC Program Manual that influence individual behaviors, policy, organizational practices, systems, and environments through the following specific program areas:

3.1.1. Health in Arizona Policy Initiative (HAPI): Per A.R.S. § 5-572 and A.R.S. § 36-772, funds are to be used to address the four leading causes of chronic disease deaths, as reported by the Centers for Disease Control and Prevention (Heart Disease, Cancer, Chronic Lower Respiratory Disease, and Alzheimer’s Disease) and supporting WIC participants and their families.

3.1.2. Suicide Mortality Review: Per A.R.S. § 36-199, A.R.S. § 36-199.01 and A.R.S. § 36-3504, funds are to be used to help train and support local review teams.

3.1.3. Teen Pregnancy Prevention: Per A.R.S. § 5-572 funds are to be used for the Teen Pregnancy Prevention Programs established in Laws 1995, chapter 190, section 2 and 3*.

3.1.4. Youth Mental Health First Aid.

3.1.5. Tobacco: Per A.R.S. § 36-772 Prop 200 funds are required to be spent on programs for the prevention and reduction of tobacco use.

4. Requirements

The County shall:

4.1. Comply with all program requirements as outlined in the HPHC IGA Program Manual.

4.2. Comply with the State of Arizona Accounting Manual (SAAM).

4.3. Comply with all guidance documents provided by the HPHC Program Administrator and/or Specific Program Manager including, but not limited to:

4.3.1. HPHC IGA Finance Guidance and FAQ Manual.

4.3.2. Specific Program Manuals (i.e., operating manuals, policy & procedures):

4.3.2.1. Arizona Child Fatality Review Program (CFRP).

4.3.2.2. Health in Arizona Policy Initiative (HAPI) Program Manual.

4.3.2.3. Arizona Suicide Mortality Review Program Manual.

4.3.2.4. Teen Pregnancy Prevention Program.

4.3.2.5. Youth Council Program Policy and Procedures Manual.

4.3.2.6. Tobacco Free Arizona.

4.4. Utilize the program, reporting and financial templates provided by the HPHC Program Administrator and/or Specific Program Manager.

4.5. Comply with all due dates and program requirements outlined in the HPHC IGA Program Manual.

4.6. All staffing and programmatic changes relevant to the implementation of the programs must be reported to the HPHC Program Administrator and Specific Program Manager within fifteen (15) days of the change.

4.6.1. Staff name, contact information, start date, and IGA program area should be submitted to the HPHC Program Administrator and Specific Program Manager.

5. Funding Restrictions

5.1. Funds shall not be used for any of the following:

5.1.1. Funds shall not be used for any lobbying activities, including the preparation, distribution, or use of any of the following if 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:

5.1.1.1. Kit.

5.1.1.2. Pamphlet.

5.1.1.3. Booklet.

5.1.1.4. Publication.

5.1.1.5. Electronic communication.

5.1.1.6. Radio.

5.1.1.7. Television.

5.1.1.8. Video presentation.

5.1.2. State funds shall not be used to purchase food, per SAAM.

5.1.3. Capital construction projects (i.e., constructing new buildings, or improvements/ betterments to existing buildings) are not allowable costs.

5.2. Other funding restrictions can be found in the HPHC IGA Finance Guidance and FAQ Manual.

6. Tasks

The County shall:

6.1. Upon reasonable request, provide backup documentation for services being performed under this Contract.

6.2. Develop and implement an Action Plan with approved strategies.

6.3. Develop and submit an annual budget for each funded program.

6.4. Submit quarterly reports and other required program data as identified.

6.5. Participate in all program related calls (monthly, bi-monthly, quarterly), technical assistance calls, webinars, meetings, site visits, and trainings as identified.

6.6. Participate in evaluation activities and report on performance measures related to the implementation of their activities (process and/or intermediate) as outlined in the HPHC Program Manual.

6.7. Provide supporting documentation that supports the completion of the defined deliverables within the approved annual action plan to the HPHC Program Administrator. Examples can be found in the HPHC Program Manual. Further guidance can be provided by Specific Program Managers.

6.8. At least one Program Manager or Coordinator from each county program of the HPHC IGA must be in attendance at an annual ADHS conference/ summit identified by the HPHC Program Administrator.

6.9. Complete tagging and inventory of equipment as outlined in the HPHC Program Manual.

7. State-Provided Items

ADHS will provide:

7.1. Annual Action Plan template and feedback form.

7.2. Quarterly Reporting Template and feedback form.

7.3. Budget Plan and CER template.

7.4. Program Specific templates as identified in the HPHC Program Manual.

7.5. HPHC Program Manual.

7.6. HPHC Finance Guidance and FAQ Manual.

7.7. Evaluation Tools & Technical Assistance.

8. Approvals

8.1. The quarterly reports, yearly action plans, yearly budget templates, and supporting documentation shall require ADHS approval.

8.2. Once the Action Plan has been approved, any changes to the approved activities or strategies shall require ADHS approval prior to implementation.

8.3. Capital Equipment (Single item purchase of $5,000 or more) purchased for the program: A written request shall be submitted to ADHS for review and approval prior to any purchase, on a case-by-case basis. The written request shall include details of how the proposed purchase supports current approved scope of work and annual action plan. Ownership of the capital equipment will be retained by the County for continued use in the objectives of the Action Plan.

8.4. All marketing materials (i.e., brochures, posters, public service announcements, paid or unpaid media, videos) which have been developed, written, published, or recorded by the Counties, and paid for with funds from this award shall require ADHS approval prior to the dissemination, airing, or use of such materials; including the use of the ADHS logo.

8.5. Quarterly reports and completed data forms shall be submitted to ADHS prior to CER approval and payment.

8.6. Changes to Action Plans due to County local emerging issues, and related supporting documentation, shall require ADHS approval prior to implementation. The approval process document will be provided to all Counties.

8.7. The Contractor's Expenditure Report (CER/Invoice) and any supporting documentation, when submitted, shall require ADHS approval prior to payment.

8.8. All evaluation components that involve human subjects that have not already been approved shall go through the ADHS Human Subjects Review Board for review and approval.

9. Deliverables

9.1. The County shall submit the deliverables listed below:

9.1.1. Contractor Expenditure Report (CER) to ADHS, due thirty (30) days after each quarter end (Q1: July - September; Q2: October - December; Q3: January - March; and Q4: April - June); Supporting Documentation is also to be submitted with each quarterly report. Counties will select from a menu of acceptable forms of Supporting Documentation found in the HPHC Program Manual.

9.1.2. A written Quarterly Report, due thirty (30) days after each quarter end (Q1: July - September; Q2: October - December; Q3: January- March; and Q4: April - June).

9.1.3. A final CER Invoice is due no later than forty-five (45) days following the end of each budget year.

9.1.4. Provide the name, email address and phone numbers of all program staff funded under this Contract within thirty (30) days of hire to the ADHS HPHC Program Administrator.

9.1.5. Notify ADHS HPHC IGA Program Administrator and Specific ADHS Program Manager of any change in program staff under this Contract within fifteen (15) days of the change. If there is a new employee, include the new hire's work contact information (i.e., email and phone number) within the fifteen (15) days window period.

9.1.6. Collaborate and participate with ADHS on the development of evaluation tools.

9.1.7. Submit an Annual Action Plan and CER for year one (1) of the Contract period by August 15, 2025.

9.1.7.1. Submit an Annual Action Plan by March 1st each year in years two (2) through five (5).

9.1.8. Submit an Annual Budget Plan for Year one (1) of the Contract period by August 15th, 2025.

9.1.8.1. Submit an Annual Budget Plan by March 1st each year in years two (2) through five (5).

9.1.9. Submit a written request to use the ADHS Logo in any print, web documents, publications and video recordings prior to use.

9.1.10. Submit a written request for the development of brochures, posters, public service announcements, paid media, videos, sponsorships, etc., to be paid for with funds from this Contract prior to development.

9.1.11. Submit program specific data as outlined in the HPHC Program Manual.

10. References

10.1. A.R.S. § 36-3504, Child fatality review fund.

10.2. A.R.S. § 5-572, Use of monies in state lotter fund; report.

10.3. A.R.S. § 36-772, Health education account; audit; reports.

10.4. A.R.S. § 36-199, Suicide mortality review team; members; duties.

10.5. A.R.S. § 36-199.01, Access to information; confidentiality; violation; classification.

10.6. HPHC Program Manual.

10.7. State of Arizona Accounting Manual (SAAM).

10.8. HPHC IGA Finance Guidance and FAQ Manual.

10.9. Arizona Child Fatality Review Program (CFRP).

10.10. Health in Arizona Policy Initiative (HAPI) Program Manual.

10.11. Arizona Suicide Mortality Review Program Manual.

10.12. Teen Pregnancy Prevention Program.

10.13. Youth Council Program Policy and Procedures Manual.

10.14. Tobacco Free Arizona.

11. Notices, Correspondence, and Reports

11.1. Notices, correspondence, reports, supporting documentation, and invoices/CERs from the County to ADHS shall be sent to:

Arizona Department of Health Services
Constance Washington, HPHC Program Administrator
150 N 18th Avenue, Suite 310B
Phoenix, AZ 85007-3242
Email: constance.washington@azdhs.gov
Phone: (602) 686-7406

11.2. Notices, correspondence, and reports (and payments if sent to same address) from ADHS to the County shall be sent to:

Pima County
Theresa Cullen, MD, MS
Director, Health Department
3950 S. Country Club Rd., Suite 100
Tucson, AZ 85714
Email: Theresa.Cullen@pima.gov
Phone: (520) 724-7765

FIXED PRICE SHEET

Fixed Price Contract Annual Price Sheet			
DESCRIPTION	**QUANTITY**	**UNIT**	**AMOUNT**
Action Plans *	1	$103,687.00	$103,687.00
Health in Arizona Policy Initiative Program (93064)	4	$37,565.00	$150,260.00
Suicide Mortality Review Program (93065)	4	$25,000.00	$100,000.00
Teen Pregnancy Prevention Program (93066)	4	$25,000.00	$100,000.00
Tobacco Prevention and Cessation Program (93063)	4	$271,718.00	$1,086,872.00
Youth Mental Health First Aid (93067)	3	$2,000.00	$6,000.00
		Total Annual not to exceed:	$1,546,819.00

AF Grant IDNumbers*

Action Plans amount of $103,687 to be distributed as follows:
* Health in Arizona Policy Initiative Program (HAPI) - $26,748.00
* Teen Pregnancy Prevention Program (TPP) - $25,000.00
* Tobacco Prevention and Cessation Program - $51,939.00

ACTION PLAN

ITEM/SERVICE DESCRIPTION	UNIT OF MEASURE	NUMBER OF UNITS	UNIT RATE	TOTAL
Upon approval of the following Action Plans: Tobacco Prop 200 = $51,939.00 Chronic Disease Prop 303 = $19,048.00 WIC Lottery = $7,700.00 Teen Pregnancy = $25,000.00	EA	1	$103,687.00	$103,687.00

ID #		Amount	Action Plan Distributed Amount	Total Funding Amount
93064	Health in Arizona Policy Initiative Program (HAPI)	$150,260.00	$26,748.00	$177,008.00
93065	Suicide Mortality Review Program (SMR)	$100,000.00	$0.00	$100,000.00
93066	Tean Pregnancy Prevention Program (TPP)	$100,000.00	$25,000.00	$125,000.00
93063	Tobacco Prevention and Cessation Program	$1,086,872.00	$51,939.00	$1,138,811.00
93067	Youth Mental Health First Aid (YMHFA)	$6,000.00	$0.00	$6,000.00
			Total IGA Amount:	**$1,546,819.00**