



## **BOARD OF SUPERVISORS AGENDA ITEM REPORT** **CONTRACTS / AWARDS / GRANTS**

☐ Award ☐ Contract ☒ Grant

Requested Board Meeting Date: November 17, 2020

\* = Mandatory, information must be provided

or Procurement Director Award ☐

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

Arizona Department of Health Services

**\*Project Title/Description:**

COVID-19 Complaint Referrals

**\*Purpose:**

The purpose of these grant funds is to defray some expenses associated with addressing complaints received via the ADHS Business Compliance Reporting System regarding identified permitted establishments that are failing to adopt, adhere to, and comply with Executive Orders 2020-43 and 2020-47 and Emergency Measure 2020-02 to help mitigate the spread of COVID-19.

**\*Procurement Method:**

This Revenue IGA is a non-Procurement agreement and not subject to Procurement rules.

**\*Program Goals/Predicted Outcomes:**

The program seeks to provide efficient and effective responses to complaints about identified permitted establishments (gyms, bars, indoor movie theaters, water parks and restaurants with indoor seating) noted in above referenced Executive Orders and Emergency Measure to mitigate the spread of COVID-19. These more frequent responses and educational visits should not only help to reduce the spread, but should assist in reassuring the residents and visitors to Pima County that the Health Department is working to protect their health and businesses during this time through an educational approach.

**\*Public Benefit:**

Mitigation of COVID-19 and reassurance that permitted establishments are doing all they can to protect their customers by following CDC guidelines and working with the Health Department to ensure compliance. Having businesses open safely contributes to a reduction in the spread of COVID-19 and provides jobs.

**\*Metrics Available to Measure Performance:**

Weekly reports on the complaints received and their outcomes. Able to compare this data to the COVID-19 morbidity and mortality data in Pima County at any time since all is tracked electronically.

**\*Retroactive:**

No, effective upon final signature.

*Bill Approved 11-9-2020 BSS*

Revised 5/2020

**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 or ☐ 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: GTAW Department Code: HD Grant Number (i.e., 15-123): 21-81

Commencement Date: upon signature Termination Date: 08/31/2021 Amendment Number: 00

☐ Match Amount: \$ \_\_\_\_\_ ☒ Revenue Amount: \$ 50,000.00

**\*All Funding Source(s) required:** Arizona State money

\*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

Contact: Sharon Grant

Department: Health Telephone: 724-7842

Department Director Signature/Date: \_\_\_\_\_ 11/9/20

Deputy County Administrator Signature/Date: \_\_\_\_\_ 9 Nov 2020

County Administrator Signature/Date: C. R. [Signature] 11/9/2020  
(Required for Board Agenda/Addendum Items)



# INTERGOVERNMENTAL AGREEMENT (IGA)

CONTRACT No.: IGA2021-041

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

Project Title: COVID-19 Complaint Referrals

Begin Date: Upon Signature

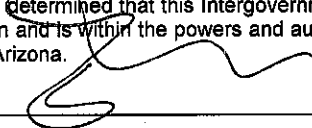
Geographic Service Area: Pima County Health Department

Termination Date: August 31, 2021

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

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

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

Arizona Transaction (Sales) Privilege: _____ Federal Employer Identification No.: _____ Tax License No.: _____ <b>Pima County Health Department</b> 3950 South Country Club Road, Suite 100 Tucson, Arizona 85714		<b>FOR CLARIFICATION, CONTACT:</b> Name: <u>Theresa Cullen, MD, MS, Director</u> Phone: <u>(520) 561-7441</u> E-mail: <u>Theresa.Cullen@pima.gov</u>	
<b>CONTRACTOR SIGNATURE:</b> The Contractor agrees to perform all the services set forth in the Agreement and Work Statement.		This Contract shall henceforth be referred to as <u>Contract No. IGA2021-041</u> . The Contractor is hereby cautioned not to commence any billable work or provide any material, service or construction under this Contract until Contractor receives a fully executed copy of the Contract.	
Signature of Person Authorized to Sign _____ Date _____		State of Arizona Signed this _____ day of _____, 20____	
		Procurement Officer	
<b>CONTRACTOR ATTORNEY SIGNATURE:</b> Pursuant to A.R.S. § 11-952, the undersigned Contractor's Attorney has determined that this Intergovernmental Agreement is in proper form and is within the powers and authority granted under the laws of Arizona.  Signature of Person Authorized to Sign _____ Date <u>11/2/2020</u> <b>Jonathan Pinkney DCA</b> Print Name and Title		<u>Contract No.: IGA2021-041</u> , which 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: 

Appointing Authority or Designee  
Pima County Health Department

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

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

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2. CONTRACT TYPE:

This Contract shall be:

<input checked="" type="checkbox"/>	<b>FIXED PRICE</b>
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3. CONTRACT INTERPRETATION:

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

4. CONTRACT ADMINISTRATION AND OPERATION:

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

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- 4.3. New Budget Term. If a budget term has been completed in a multi-term Contract, the parties may agree to change the amount and type of funding to accommodate new circumstances in the next budget term. Any increase or decrease in funding at the time of the new budget term shall coincide with a change in the Scope of Work or change in cost of services as approved by the Arizona Department of Health Services.
- 4.4. Non-Discrimination. The Contractor shall comply with State Executive Order No. 2009-09 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.
- 4.5. Records and Audit. Under A.R.S. § 35-214 and A.R.S. § 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other records ("records") relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit by the State and where applicable the Federal Government at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.
- 4.6. Financial Management. For all contracts, the practices, procedures, and standards specified in and required by the Accounting and Auditing Procedures Manual for the ADHS funded programs shall be used by the Contractor in the management of Contract funds and by the State when performing a Contract audit. Funds collected by the Contractor in the form of fees, donations and/or charges for the delivery of these Contract services shall be accounted for in a separate fund.
- 4.6.1. Federal Funding. Contractors receiving federal funds under this Contract shall comply with the certified finance and compliance audit provision of the Office of Management and Budget (OMB) Circular A-133, if applicable. The federal financial assistance information shall be stated in a Change Order or Purchase Order.
- 4.6.2. State Funding. Contractors receiving state funds under this Contract shall comply with the certified compliance provisions of A.R.S. § 35-181.03.
- 4.7. Inspection and Testing. The Contractor agrees to permit access, at reasonable times, to its facilities.
- 4.8. Notices. Notices to the Contractor required by this Contract shall be made by the State to the person indicated on the signature page by the Contractor, unless otherwise stated in the Contract. Notices to the State required by the Contract shall be made by the Contractor to an ADHS Procurement Officer, unless otherwise stated in the Contract. An authorized ADHS Procurement Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice, and an amendment to the Contract shall not be necessary.
- 4.9. Advertising and Promotion of Contract. The Contractor shall not advertise or publish information for commercial benefit concerning this Contract without the prior written approval of an ADHS Procurement Officer.
- 4.10. Property of the State.
- 4.10.1. Equipment. Except as provided below or otherwise agreed to by the parties, the title to any and all equipment acquired through the expenditure of funds received from the State shall remain the property of the State by and through the ADHS and, as such, shall remain under the sole direction, management and control of the ADHS. When this Contract is terminated, the disposition of all such property shall be determined by the ADHS. For Fixed Price contracts, when the Contractor provides the services/materials required by the Contract, any and all equipment purchased by the Contractor remains the property of the Contractor. All purchases of equipment need to be reported to the ADHS Office of Inventory Control.
- 4.10.2. Title and Rights to Materials. As used in this section, the term "Materials" means all products created or produced by the Contractor under this Contract, including, but not limited to: written and electronic information, recordings, reports, research, research findings, conclusions, abstracts, results, software, data and any other intellectual property or deliverables created, prepared, or received by

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

- 4.10.3. *Notwithstanding the above, if the Contractor is a State agency, the following shall apply instead:* It is the intention of ADHS and Contractor that all material and intellectual property developed under this Agreement be used and controlled in ways to produce the greatest benefit to the parties to this Contract and the citizens of the State of Arizona. As used in this paragraph, "Material" means all written and electronic information, recordings, reports, findings, research information, abstracts, results, software, data, discoveries, inventions, procedures and processes of services developed by the Contractor and any other materials created, prepared or received by the Contractor and subcontractors in performance of this Agreement. "Material" as used herein shall not include any pre-existing data, information, materials, discoveries, inventions or any form of intellectual property invented, created, developed or devised by Contractor (or its employees, subcontractors or agents) prior to the commencement of the services funded by this Agreement or that may result from Contractor's involvement in other service activities that are not funded by the Agreement.
- 4.10.4. Title and exclusive copyright to all Material shall vest in the State of Arizona, subject to any rights reserved on behalf of the federal government. As State agencies and instrumentalities, both ADHS and Contractor shall have full, complete, perpetual, irrevocable and non-transferable rights to reproduce, duplicate, adapt, make derivative works, distribute, display, disclose, publish and otherwise use any and all Material. The Contractor's right to use Material shall include the following rights: the right to use the Material in connection with its internal, non-profit research and educational activities, the right to present at academic or professional meetings or symposia and the right to publish in journals, theses, dissertations or otherwise of Contractor's own choosing. Contractor agrees to provide ADHS with a right of review prior to any publication or public presentation of the Material, and ADHS shall be entitled to request the removal of its confidential information or any other content the disclosure of which would be contrary to the best interest of the State of Arizona. Neither party shall release confidential information to the public without the prior expressly written permission of the other, unless required by the State public records statutes or other law, including a court order. Each party agrees to give recognition to the other party in all public presentations or publications of any Material, when releasing or publishing them.
- 4.10.5. In addition, ADHS and Contractor agree that any and all Material shall be made freely available to the public to the extent it is in the best interest of the State. However, if either party wants to license or assign an intellectual property interest in the material to a third-party for monetary compensation, ADHS and Contractor agree to convene to determine the relevant issues of title, copyright, patent and distribution of revenue. In the event of a controversy as to whether the Material is being used for monetary compensation or in a way that interferes with the best interest of the state or ADHS, then the Arizona Department of Administration shall make the final decision. Notwithstanding the above, "monetary compensation" does not include compensation paid to an individual creator for traditional publications in academia (the copyrights to which are Employee-Excluded Works under ABOR Intellectual Property Policy Section 6-908C.4.), an honorarium or other reimbursement of expenses for an academic or professional presentation, or an unprofitable distribution of Material.
- 4.11. 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.

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

## 5. COSTS AND PAYMENTS:

- 5.1. Payments. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate Contractor's Expenditure Report for payment from the State within thirty (30) days, as provided in the Accounting and Auditing Procedures Manual for the ADHS.
- 5.2. Recoupment of Contract Payments.
- 5.2.1. *Unearned Advanced Funds.* Any unearned State funds that have been advanced to the Contractor and remain in its possession at the end of each budget term, or at the time of termination of the Contract, shall be refunded to the ADHS within forty-five (45) days of the end of a budget term or of the time of termination.
- 5.2.2. *Contracted Services.* In a fixed price contract, if the number of services provided is less than the number of services for which the Contractor received compensation, funds to be returned to the ADHS shall be determined by the Contract price. Where the price is determined by cost per unit of service or material, the funds to be returned shall be determined by multiplying the unit of service cost by the number of services the Contractor did not provide during the Contract term. Where the price for a deliverable is fixed, but the deliverable has not been completed, the Contractor shall be paid a pro rata portion of the completed deliverable.
- 5.2.3. *Refunds.* Within forty-five (45) days after the end of each budget term or of the time of termination of the Contract, the Contractor shall refund the greater of: i) the amount refundable in accordance with paragraph 5.2.1, Unearned Advanced Funds; or ii) the amount refundable in accordance with paragraph 5.2.2, Contracted Services.
- 5.2.4. *Unacceptable Expenditures.* The Contractor agrees to reimburse the ADHS for all Contract funds expended, which are determined by the ADHS not to have been disbursed by the Contractor in accordance with the terms of this Contract. The Contractor shall reimburse ADHS within 45 days of the determination of unacceptability.
- 5.3. Unit Costs/Rates or Fees. Unit costs/rates or fees shall be based on costs, which are determined by ADHS to be reasonable, allowable and allocable as outlined in the Accounting and Auditing Procedures Manual for the ADHS.
- 5.4. Applicable Taxes.
- 5.4.1. *State and Local Transaction Privilege Taxes.* The State of Arizona is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect taxes from the buyer does not relieve the seller from its obligation to remit taxes.
- 5.4.2. *Tax Indemnification.* The Contractor and all subcontractors shall pay all federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall require all subcontractors to hold the State harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and



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regulations and any other costs, including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

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

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

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

5.6.1. Accept a decrease in price offered by the Contractor;

5.6.2. Reduce the number of goods or units of service and reduce the payments accordingly;

5.6.3. Offer reductions in funding as an alternative to Contract termination; or

5.6.4. Cancel the Contract.

## 6. **CONTRACT CHANGES:**

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

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

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

## 7. **RISK AND LIABILITY:**

7.1. Risk of Loss. The Contractor shall bear all loss of conforming material covered under this Contract until received and accepted by authorized personnel at the location designated in the Purchase Order, Change Order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.

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

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misconduct, or other fault of the indemnitor, its officers, officials, agents, employees or volunteers.

7.3. Force Majeure.

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

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

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

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

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

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

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

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

8. **DESCRIPTION OF MATERIALS:** The following provisions shall apply to Materials only:

8.1. Liens. The Contractor agrees that the Materials supplied under this Contract are free of liens. In the event the Materials are not free of liens, Contractor shall pay to remove the lien and any associated damages or replace the Materials with Materials free of liens.

8.2. Quality. Unless otherwise modified elsewhere in these terms and conditions, the Contractor agrees that, for one year after acceptance by the State of the Materials, they shall be:

8.2.1. Of a quality to pass without objection in the Contract description;

8.2.2. Fit for the intended purposes for which the Materials are used;

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

**9. STATE'S CONTRACTUAL REMEDIES:**

- 9.1. Right to Assurance. If the State, in good faith, has reason to believe that the Contractor does not intend to, or is unable to, perform or continue performing under this Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the State's option, be the basis for terminating the Contract.
- 9.2. Stop Work Order.
  - 9.2.1. *Terms.* The State may, at any time, by written order to the Contractor, require the Contractor to stop all or any part of the work called for by this Contract for a period up to ninety (90) Days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.
  - 9.2.2. *Cancellation or Expiration.* If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.
- 9.3. Non-exclusive Remedies. The rights and remedies of ADHS under this Contract are not exclusive, and ADHS is entitled to all rights and remedies available to it, including those under the Arizona Uniform Commercial Code and Arizona common law.
- 9.4. Right of Offset. The State shall be entitled to offset against any sums due the Contractor in any Contract with the State or damages assessed by the State because of the Contractor's non-conforming performance

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or failure to perform this Contract. The right to offset may include, but is not limited to, a deduction from an unpaid balance and a collection against the bid and/or performance bonds. Any offset taken for damages assessed by the State shall represent a fair and reasonable amount for the actual damages and shall not be a penalty for non-performance.

#### 10. CONTRACT TERMINATION:

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

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and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. In the event the ADHS terminates the Contract in whole or in part as provided in this paragraph, the ADHS may procure, upon such terms and in such manner as deemed appropriate, Services or Materials, similar to those terminated, and Contractor shall be liable to the ADHS for any excess costs incurred by the ADHS in obtaining such similar Services or Materials.

- 10.7. Continuation of Performance Through Termination. Upon receipt of the notice of termination and until the effective date of the notice of termination, the Contractor shall perform work consistent with the requirements of the Contract and, if applicable, in accordance with a written transition plan approved by the ADHS. If the Contract is terminated in part, the Contractor shall continue to perform the Contract to the extent not terminated. After receiving the notice of termination, the Contractor shall immediately notify all subcontractors, in writing, to stop work on the effective date of termination, and on the effective date of termination, the Contractor and subcontractors shall stop all work.
- 10.8. Disposition of Property. Upon termination of this Contract, all property of the State, as defined herein, shall be delivered to the ADHS upon demand.

**11. ARBITRATION:**

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

**12. COMMUNICATION:**

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

**13. CLIENT GRIEVANCES:**

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

**14. SOVEREIGN IMMUNITY:**

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

**15. FINGERPRINT AND CERTIFICATION REQUIREMENTS/JUVENILE SERVICES:**

- 15.1. Paid and Unpaid Personnel. Pursuant to A.R.S. § 36-425.03, the Contractor shall ensure that all paid and unpaid personnel who are required or are allowed to provide Services directly to juveniles have obtained fingerprint clearance cards in accordance with A.R.S. § 41-1758 et. seq.
- 15.2. Costs. The Contractor shall assume the costs of fingerprint certifications and may charge these costs to its fingerprinted personnel.

**16. ADMINISTRATIVE CHANGES:**

The Procurement Officer, or authorized designee, reserves the right to correct any obvious clerical, typographical

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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.

**17. SURVIVAL OF TERMS AFTER TERMINATION OR CANCELLATION OF CONTRACT:**

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

**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. 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 18<sup>th</sup> Avenue, Suite 260, Phoenix, Arizona 85007.

**20. DATA UNIVERSAL NUMBERING SYSTEM (DUNS) REQUIREMENT:**

For federal funding, pursuant to 2 CFR 25.100 et seq., no entity (defined as a Governmental organization, which is a State, local government, or Indian tribe; foreign public entity; domestic or foreign nonprofit organization; domestic or foreign for-profit organization; or Federal agency, but only as a sub recipient under an award or subaward to a non-Federal entity) may receive a subaward from ADHS unless the entity provides its Data Universal Numbering System (DUNS) Number to ADHS.

**21. 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.FSRC.S.GOV/](https://www.fsrcs.gov/) :**

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If applicable, the Contractor/Grantee shall submit to ADHS via email the Grant Reporting Certification Form. This form and the instructions can be downloaded from the ADHS Procurement website at <http://www.azdhs.gov/operations/financial-services/procurement/index.php#ffata> and must be returned to the ADHS by the 15<sup>th</sup> of the month following that in which the award was received. The form shall be completed electronically, and submitted using the steps outlined in the Grant Reporting Certification Form Instructions to the following email address: [ADHS\\_Grant@azdhs.gov](mailto:ADHS_Grant@azdhs.gov). All required fields must be filled including Top Employee Compensation, if applicable. Completing the Grant Reporting Certification Form is required for compliance with the Office of Management and Budget (OMB), found at <http://www.whitehouse.gov/omb/open>. Failure to timely submit the Grant Reporting Certification Form could result in the loss of funds. This requirement applies to all subcontractors/sub-awardees utilized by the Contractor/Grantee for amounts exceeding \$30,000.00 during the term of the Award.

**22. TECHNOLOGY REPLACEMENT:**

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

**23. AUTHORIZATION FOR PROVISION OF SERVICES:**

Authorization for purchase of services under this agreement shall be made only upon ADHS issuance of a Purchase Order that is signed by an authorized agent. The Purchase Order will indicate the agreement number and the dollar amount of funds authorized. The Contractor shall only be authorized to perform services up to the amount on 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:

- a) The Purchase Order is changed or modified with an official ADHS Procurement Change Order, and/or
- b) An additional Purchase Order is issued for purchase of services under this agreement.

**24. PUBLIC HEALTH EMERGENCIES:**

- 24.1. In the event of a public health emergency, ADHS under the guidance of the federal funder may authorize a Contractor to temporarily reassign staff to address the emergency. Contractors shall adhere to the following reassignment conditions:
  - 24.1.1. Approval from ADHS shall be requested prior to reassignment of staff.
  - 24.1.2. Reassignment must be voluntary;
  - 24.1.3. Locations for reassignment must be covered under the public health emergency; and
  - 24.1.4. Any reassignment of staff shall be considered approved until further notice from the ADHS or until the Governor declares an end to the public health emergency.
- 24.2. ADHS shall continue to coordinate with program staff regarding the extent and duration of the planned assignment(s) and other potential impacts to the program.

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## 1. BACKGROUND:

- 1.1. Coronaviruses are a family of viruses that can cause illnesses such as fever, cough, fatigue, shortness of breath, loss of smell, loss of taste, and severe acute respiratory syndrome. In 2019, a new coronavirus was identified as the cause of a disease outbreak that originated in China. The virus is now known as the severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2). The disease it causes is called coronavirus disease 2019 (COVID-19).
- 1.2. In March 2020, the World Health Organization (WHO) declared the COVID-19 outbreak a pandemic. On January 31, 2020 the United States Department of Health and Human Services, declared a public health emergency to address the 2019 novel coronavirus. On March 11, 2020, Governor Doug Ducey declared an emergency due to COVID-19. This led to additional actions to contain the spread of COVID-19, including the signing of Executive Orders 2020-43 and 2020-47 that required the pausing of business operations for certain businesses such as gyms, bars, indoor movie theaters, water parks, and restaurants with indoor seating to operate at less than fifty percent (50%) capacity. It also led to the Arizona Department of Health Services Director, Dr. Cara Christ issuing Emergency Measure 2020-02, instituting a reopening process for paused industries that comply with specific industry-specific requirements.
- 1.3. State and local governments work together to support business compliance with all mitigation requirements and maintain both responsibility and authority for doing so under existing state statute, regulation, executive orders, and emergency measures. To support the identification of business non-compliance with requirements, the Arizona Department of Health Services (ADHS) established a Business Compliance Reporting System that allows members of the public to call or file an electronic complaint. Pima County Health Department (PCHD) operates an independent complaint system that fulfills this function on a local level.

## 2. OBJECTIVES:

- 2.1. In collaboration with the Arizona Department of Health Services (ADHS) and State of Arizona, County Health Departments (CHDs) are to address complaints regarding establishments within their jurisdiction noted in Executive Orders 2020-43 and 2020-47 and Emergency Measure 2020-02 that are failing to adopt, adhere to, and comply with requirements to mitigate the spread of COVID-19.
- 2.2. Strategies to address these complaints will include educational calls or visits to implicated establishments based on complaints submitted to the ADHS Business Compliance Reporting System that allege an establishment's failure to adhere to mitigation strategies as required by ADHS, including, but not limited to allegations of noncompliance with requirements regarding wearing face masks; practicing physical distancing; operating at appropriate capacity limits; and cleaning and disinfecting frequently touched objects and surfaces.
- 2.3. The CHD inspections will be educational in intent with county staff providing guidance and recommendations to businesses and establishments to help implement appropriate measures to mitigate the spread of COVID-19 such as the following: physical distancing by avoiding close contact (within six (6) feet) with others; cleaning and disinfecting frequently touched objects and surfaces; wearing face masks; and adhering to all required capacity limits. Additional action, including issuing notices of closure for egregious violations or patterns of non-compliance are also within the scope of this IGA.

## 3. SCOPE OF SERVICE:

Compliance activities will function on an annual budget period. The geographic scope of the intervention is the entire county. Price sheet funding allocations were based on population size. The total length of the project period is no more than one (1) budget year. The first-year budget will be a condensed year starting upon signature of the Contract through August 31, 2021 (Year 1). Continuation of the project after Year 1 is dependent on funding availability. A revised scope of work based on funding availability will be agreed upon with the CHD before the start of each budget year on an annual basis prior to the start of the next budget year.

For establishments about which a complaint has been submitted for violation of Executive Orders 2020-43, 2020-47, and Emergency Measure 2020-02, the CHD shall:



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- 3.1. Provide education regarding the steps they must take to comply with COVID-19 mitigation requirements.
- 3.2. As indicated by the severity of the complaint, determine compliance with mitigation requirements through complaint inspections and investigations of applicable businesses failing to adopt, adhere to, and comply with measures to help mitigate the spread of COVID-19; and
- 3.3. Designate staff and transportation resources to participate in educational visits as well as administer procurement aspects of the Contract.

ADHS shall:

- 3.4. Provide technical assistance to CHDs with updated or targeted educational information when requested to help mitigate the spread of COVID-19; and
- 3.5. Provide a liaison for routine and frequent communication for administration of the contract between the CHD and state health department.

#### **4. TASKS:**

##### **4.1. Year One (1) (Upon Signature – August 31, 2021)**

###### **4.1.1 ADHS and the CHD shall:**

- 4.1.1.1 ADHS will develop an inspection report which is to be completed by the CHDs and business establishment at the time of visit. Copies of the inspection report will be provided to ADHS.

###### **4.1.2 ADHS Responsibilities:**

- 4.1.2.1 ADHS will regularly keep up with communications with the CHD staff in order to direct priorities either on monthly CHD Health Officer Calls and or during meetings with CHDs Environmental Health Directors on a monthly basis; and
- 4.1.2.2 ADHS will develop communication mechanism for receiving and maintaining inspection reports per state retention rule regulations within the first three (3) months.

###### **4.1.3 CHD Responsibilities (Upon Signature – August 31, 2021)**

###### **4.1.3.1 Develop an Implementation and Monitoring Strategy (IMS)**

###### **4.1.3.1.1 A complete IMS should include:**

- 4.1.3.1.1.1 Identifying roles and responsibilities, including if the inspections will be performed by their epidemiology staff persons or environmental health;
- 4.1.3.1.1.2 Monthly provide ADHS Office of Environmental Health copies of all completed complaint inspections on the approved inspection report; and
- 4.1.3.1.1.3 Monthly provide summary document regarding the number of complaints received and the category of complaint, the number of inspections completed.

###### **4.1.3.2 Complete Inspections**

- 4.1.3.2.1 The CHD shall provide staff to conduct in person inspections and report educational visits completions back to ADHS;

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4.1.3.2.2 Provide logistical support to answer complaints such as by phone, email, or in person; and

4.1.3.2.3 The CHD shall provide their own transportation to/from inspections and follow State of Arizona Travel Policy Guidelines. Travel documentation shall be kept in accordance with State of Arizona Travel Policy Guidelines <https://gao.az.gov/travel/welcome-gao-travel> for mileage and per diem.

4.1.4 Payments shall comply with the requirements of A.R.S. Titles 35 and 41, net thirty (30) days. Upon receipt and acceptance of goods or services, the CHD shall submit a complete and accurate Contractor's Expenditure Report (CER) for payment from the State within thirty (30) days, as provided in the Accounting and Auditing Procedures Manual for the ADHS.

#### 4.1.5 Administrative

4.1.5.1 CHD will be supported by technical assistance from the ADHS Office of Environmental Health subject matter experts. Technical assistance can be provided for guidance on communication, evaluation, and implementation and intervention surrounding the complaint inspections; and

4.1.5.2 Indirect rates are recoupable based on state allowed rate in this Contract.

### 5. DELIVERABLES:

5.1. Prepare and submit completed Implementation and rendering of complaint inspection reports.

### 6. PAYMENTS:

6.1. Invoices shall be emailed to: [invoices@azdhs.gov](mailto:invoices@azdhs.gov). All deliverables must be met before ADHS will process payments. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, net thirty (30) days.

### 7. NOTICES, CORRESPONDENCE, REPORTS, AND INVOICES:

7.1. Notices, correspondence, reports, supporting documentation, and CERs from the CHD to ADHS shall be sent to:

Arizona Department of Health Services  
Office of Environmental Health  
Office Chief  
150 North 18th Avenue, Suite 140  
Phoenix, Arizona 85007  
Phone: (602) 542-8817  
Email: [enviromentalhealth@azdhs.gov](mailto:enviromentalhealth@azdhs.gov)

7.2. Notices, Correspondence, Reports and Payments from ADHS to the CHD shall be sent to:

Pima County Health Department  
Theresa Cullen, MD, MS, Director  
3950 South Country Club Road, Suite 100  
Tucson, Arizona 85714  
Phone: (520) 724-7765  
Email: [Theresa.Cullen@pima.gov](mailto:Theresa.Cullen@pima.gov)

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<b>DESCRIPTION</b>	<b>QTY.</b>	<b>UOM</b>	<b>UNIT PRICE</b>
Completed Implementation and rendering of complaint inspections	1	Annual	\$50,000.00

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## ARIZONA DEPARTMENT OF HEALTH SERVICES

### COVID-19 Complaint Referrals

For complaints related to enforcement of masks (if locally mandated) or physical distancing contact Local Law Enforcement.  
Complaints related to enforcement of physical distancing can also be reported to your Local Health Department.

<b>GYMS</b>
<b>Local Law Enforcement</b> Executive Order [EO] <u>2020-43</u> and A.R.S. §§ <u>26-316</u> and <u>36-787(D)</u>
<b>County Board of Health, Local Health Department, County Environmental Department or Public Health Service</b> <b>District, varies by locality</b> EO <u>2020-43</u> and A.R.S. §§ <u>36-602</u> , <u>36-603</u> If serving food, EO <u>2020-47</u> , A.R.S. § <u>36-183.06</u> and delegation agreements
<b>Arizona Department of Health Services</b> A.R.S. §§ <u>36-787</u> and <u>36-601</u>
<b><u>Department of Liquor Licenses and Control</u></b> If serving alcohol, EO <u>2020-43</u>

<b>BARS</b>
<b>Local Law Enforcement</b> Executive Order [EO] <u>2020-43</u> and A.R.S. §§ <u>26-316</u> and <u>36-787(D)</u>
<b>County Board of Health, Local Health Department, County Environmental Department or Public Health Service</b> <b>District, varies by locality</b> EO <u>2020-43</u> and A.R.S. §§ <u>36-602</u> , <u>36-603</u> If serving food, EO <u>2020-47</u> , A.R.S. § <u>36-183.06</u> and delegation agreements
<b><u>Department of Liquor Licenses and Control</u></b> EO <u>2020-43</u>
<b>Arizona Department of Health Services</b> A.R.S. §§ <u>36-787</u> and <u>36-601</u>

<b>RESTAURANTS</b>
<b>Local Law Enforcement</b> Executive Order [EO] <u>2020-43</u> and A.R.S. §§ <u>26-316</u> and <u>36-787(D)</u>
<b>County Board of Health, Local Health Department, County Environmental Department or Public Health Service</b> <b>District, varies by locality</b> A.R.S. §§ <u>36-602</u> , <u>36-603</u> , EO <u>2020-47</u> , A.R.S. § <u>36-183.06</u> , <u>36-602</u> , <u>36-603</u> and delegation agreements
<b><u>Department of Liquor Licenses and Control</u></b> If serving alcohol, EO <u>2020-43</u>
<b><u>Arizona Department of Health Services, Food Safety Program</u></b> A.R.S. §§ <u>36-787</u> and <u>36-601</u>

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<b>INDOOR MOVIE THEATERS</b>
<b>Local Law Enforcement</b> Executive Order [EO] <u>2020-43</u> and A.R.S. §§ <u>26-316</u> and <u>36-787(D)</u>
<b>County Board of Health, Local Health Department, County Environmental Department or Public Health Service</b> <b>District, <i>varies by locality</i></b> EO <u>2020-43</u> and A.R.S. §§ <u>36-602</u> , <u>36-603</u> <i>If serving food, EO <u>2020-47</u>, A.R.S. § <u>36-183.06</u> and delegation agreements</i>
<b><u>Department of Liquor Licenses and Control</u></b> <i>If serving alcohol, EO <u>2020-43</u></i>
<b>Arizona Department of Health Services</b> A.R.S. §§ <u>36-787</u> and <u>36-601</u>

<b>WATER PARKS/TUBING</b>
<b>Local Law Enforcement</b> Executive Order [EO] <u>2020-43</u> and A.R.S. §§ <u>26-316</u> and <u>36-787(D)</u>
<b>County Board of Health, Local Health Department, County Environmental Department or Public Health Service</b> <b>District, <i>varies by locality</i></b> EO <u>2020-43</u> and A.R.S. §§ <u>36-602</u> , <u>36-603</u> <i>If serving food, EO <u>2020-47</u>, A.R.S. § <u>36-183.06</u> and delegation agreements</i>
<b><u>Department of Liquor Licenses and Control</u></b> <i>If serving alcohol, EO <u>2020-43</u></i>
<b>Arizona Department of Health Services</b> A.R.S. §§ <u>36-787</u> and <u>36-601</u>

<b>CONTRACT NUMBER</b>	<b>INTERGOVERNMENTAL AGREEMENT (IGA)</b>
<b>IGA2021-041</b>	<b>ATTACHMENT (A) - BOYCOTT OF ISRAEL DISCLOSURE COVID-19 COMPLAINT REFERRALS</b>

### BOYCOTT OF ISRAEL DISCLOSURE

Please note that if any of the following apply to this Solicitation, Contract, or Contractor, then the Offeror shall select the "Exempt Solicitation, Contract, or Contractor" option below:

- The Solicitation or Contract has an estimated value of less than \$100,000;
- Contractor is a sole proprietorship;
- Contractor has fewer than ten (10) employees; OR
- Contractor is a non-profit organization.

Pursuant to A.R.S. §35-393.01, public entities are prohibited from entering into contracts "unless the contract includes a written certification that the company is not currently engaged in, and agrees for the duration of the contract to not engage in, a boycott of goods or services from Israel."

Under A.R.S. §35-393:

1. "Boycott" means engaging in a refusal to deal, terminating business activities or performing other actions that are intended to limit commercial relations with entities doing business in Israel or in territories controlled by Israel, if those actions are taken either:
  - (a) Based in part on the fact that the entity does business in Israel or in territories controlled by Israel.
  - (b) In a manner that discriminates on the basis of nationality, national origin or religion and that is not based on a valid business reason.
2. "Company" means an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company or other entity or business association, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate, that engages in for-profit activity and that has ten or more full-time employees.
3. "Public entity" means this State, a political subdivision of this State or an agency, board, commission or department of this State or a political subdivision of this State.

The certification below does not include boycotts prohibited by 50 United States Code Section 4842 or a regulation issued pursuant to that section. See A.R.S. §35-393.03.

In compliance with A.R.S. §§35-393 *et seq.*, all offerors must select one of the following:

- ☒ The Company submitting this Offer does not participate in, and agrees not to participate in during the term of the contract, a boycott of Israel in accordance with A.R.S. §§35-393 *et seq.* I understand that my entire response will become public record in accordance with A.A.C. R2-7-C317.
- ☐ The Company submitting this Offer does participate in a boycott of Israel as described in A.R.S. §§35-393 *et seq.*
- ☐ **Exempt Solicitation, Contract, or Contractor.**

Indicate which of the following statements applies to this Contract:

- ☐ Solicitation or Contract has an estimated value of less than \$100,000;
- ☐ Contractor is a sole proprietorship;
- ☐ Contractor has fewer than ten (10) employees; and/or
- ☐ Contractor is a non-profit organization.

Pima County Health Department

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**COMPANY NAME**

3950 S. Country Club Road, Suite 100


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**ADDRESS**

Tucson, AZ 85714

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**CITY STATE ZIP**



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**SIGNATURE OF PERSON AUTHORIZED TO SIGN**

Donald Gates, PhD

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**PRINTED NAME**

Business Operations Manager

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**TITLE**