



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

☐ Award ☐ Contract ☒ Grant

Requested Board Meeting Date: July 6, 2021

* = Mandatory, information must be provided

or Procurement Director Award ☐

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

Arizona Department of Health Services (ADHS)

***Project Title/Description:**

Public Health Emergency Preparedness Program (PHEP)

***Purpose:**

Engage in and implement collaborative, community-focused, emergency health planning to address biological, chemical, radiological, natural or man-made disaster events that result in public health threats or emergencies.

Budget Period 3 provides the scope and funding for FY2021-22 activities related to public health preparedness and response (\$691,245).

***Procurement Method:**

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

***Program Goals/Predicted Outcomes:**

1. Increase the capacity of the department to respond to public health threats through established and continued partnerships with response agencies, communicate public health alerts, and provide emergency operations training and practice to health department staff.
2. Promote personal, family, and organizational disaster preparedness and prevention through partnerships with community organizations.
3. Develop public health emergency plans, policies, and procedures, in response to a range of biological, chemical, nuclear, and radiological events, and ensure those procedures are communicated, updated, and practiced regularly.
4. Identify personnel to be trained, receive and distribute critical stockpile items and manage a mass distribution of vaccine and/or antibiotics on a 24/7 basis.

***Public Benefit:**

Increase in preparedness and capacity to address emerging public health threats or emergencies in Pima County.

***Metrics Available to Measure Performance:**

1. Written plans that include processes for collaborating with public health, medical, and emergency response partners to address the needs for the County's identified hazards.
2. Collaboration with agencies that serve functional-needs populations in Pima County, with written plans that address collaborative efforts.
3. Demonstrate the ability to accept, manage, and return assets provided as part of an emergency response.
4. Investigation, reporting, and response to cases of infectious disease in Pima County.
5. Outbreak investigations initiated within 24 hours of receipt of report.
6. Department participation in training, exercises, and testing of state and local emergency procedures and notification systems.

***Retroactive:**

Yes. The Scope and Pricing in this Amendment begin July 1, 2021. We received it from ADHS on 5/14 but the document required changes to be sure we could charge indirect costs. The final version was not received until 6/16, making it too late for the 6/22 BOS meeting.

Approved 6/29/21

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): 21-180
Commencement Date: 07/01/2021 Termination Date: 06/30/2026 Amendment Number: 00
☐ Match Amount: \$ _____ ☒ Revenue Amount: \$ 691,245.00

***All Funding Source(s) required:** Centers for Disease Control and Prevention (CDC)

***Match funding from General Fund?** ☐ Yes ☒ No If Yes \$ _____ % _____

***Match funding from other sources?** ☒ Yes ☐ No If Yes \$ 69,124.50 % 10

***Funding Source:** Health Special Revenue Fund

***If Federal funds are received, is funding coming directly from the Federal government or passed through other organization(s)?** Passed through Arizona Department of Health Services

Contact: Sharon Grant

Department: Health Telephone: 724-7842

Department Director Signature/Date: [Signature] 06/29/21

Deputy County Administrator Signature/Date: [Signature] 28 June 2021

County Administrator Signature/Date: [Signature] 6/29/21
(Required for Board Agenda/Addendum Items)



INTERGOVERNMENTAL AGREEMENT (IGA)

Contract No.: CTR055217

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

Kailee Gray
Procurement Officer:

Project Title: Public Health Emergency Preparedness Program

Begin Date: 07/01/2021

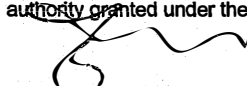
Geographic Service Area: Pi ma County

Termination Date: 06/30/2026

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:

- | | |
|-------------------------------------|-----------------------------------------------------------------------------------------------------------------|
| <input checked="" type="checkbox"/> | Counties: A.R.S. §§ 11-201, 11-951, 11-952 and 36-182. |
| <input type="checkbox"/> | Indian Tribes: A.R.S. §§ 11-951, 11-952 and the rules and sovereign authority of the contracting Indian Nation. |
| <input type="checkbox"/> | School Districts: A.R.S. §§ 11-951, 11-952, and 15-342. |
| <input type="checkbox"/> | City of Phoenix: Chapter II, §§ 1 & 2, Charter, City of Phoenix. |
| <input type="checkbox"/> | 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.: 86-6000543 Tax License No.: Contractor Name: Pima County Health Department Address: 3950 S. Country Club Road, Suite #100 Tucson, AZ 85714	FOR CLARIFICATION, CONTACT: Name: Spencer Graves Phone: 520-369-0644 FAX No: E-mail: spencer.graves@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. CTR055217 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 _____, 20____ 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.  6/4/21 Signature of Person Authorized to Sign _____ Date _____ Jonathan Pinkney, DEP. COUNTY ATTY Print Name and Title _____	Contract, No. CTR055217 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 equipments, supplies, printing, insurance and leases of property.
 - 1.13 "Procurement Officer" means the person duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract.
 - 1.14 "Purchase Order" means a written document that is signed by a Procurement Officer, that requests a vendor to deliver described goods or services at a specific price and that, on delivery and acceptance of the goods or services by ADHS, becomes an obligation of the State.
 - 1.15 "Services" means the furnishing of labor, time or effort by a Contractor or Subcontractor.
 - 1.16 "Subcontract" means any contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of this Contract.
 - 1.17 "State" means the State of Arizona and/or the ADHS. For purposes of this Contract, the term "State" shall not include the Contractor.

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2. Contract Type.

This Contract shall be:

☒ Cost Reimbursement

3. Contract Interpretation.

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

4. Contract Administration and Operation.

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

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change the amount and type of funding to accommodate new circumstances in the next budget term. Any increase or decrease in funding at the time of the new budget term shall coincide with a change in the Scope of Work or change in cost of services as approved by the Arizona Department of Health Services.

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

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A.R.S. § 23-214, Subsection A.

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

5. Costs and Payments

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

5.2. Recoupment of Contract Payments.

- 5.2.1. *Unearned Advanced Funds.* Any unearned State funds that have been advanced to the Contractor and remain in its possession at the end of each budget term, or at the time of termination of the Contract, shall be refunded to the ADHS within forty-five (45) days of the end of a budget term or of the time of termination.

- 5.2.2. *Contracted Services.* In a fixed price contract, if the number of services provided is less than the number of services for which the Contractor received compensation, funds to be returned to the ADHS shall be determined by the Contract price. Where the price is determined by cost per unit of service or material, the funds to be returned shall be determined by multiplying the unit of service cost by the number of services the Contractor did not provide during the Contract term. Where the price for a deliverable is fixed, but the deliverable has not been completed, the Contractor shall be paid a pro rata portion of the completed deliverable. In a cost reimbursement contract, the ADHS shall pay for any costs that the Contractor can document as having been paid by the Contractor and approved by ADHS. In addition, the Contractor will be paid its reasonable actual costs for work in progress as determined by Generally Accepted Accounting Procedures up to the date of contract termination.

- 5.2.3. *Refunds.* Within forty-five (45) days after the end of each budget term or of the time of termination of the Contract, the Contractor shall refund the greater of: i) the amount refundable in accordance with paragraph 4.2.1, Unearned Advanced Funds; or ii) the amount refundable in accordance with paragraph 5.2.2, Contracted Services.

- 5.2.4. *Unacceptable Expenditures.* The Contractor agrees to reimburse the ADHS for all Contract funds expended, which are determined by the ADHS not to have been disbursed by the Contractor in accordance with the terms of this Contract. The Contractor shall reimburse ADHS within 45 days of the determination of unacceptability.

- 5.3. Unit Costs/Rates or Fees. Unit costs/rates or fees shall be based on costs, which are determined by ADHS to be reasonable, allowable and allocable as outlined in the Accounting and Auditing Procedures Manual for the ADHS.

5.4. Applicable Taxes.

- 5.4.1. *State and Local Transaction Privilege Taxes.* The State of Arizona is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect taxes from the buyer does not relieve the seller

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from its obligation to remit taxes.

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

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

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

5.6. 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

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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 "indemnatee") 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 indemnatee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees or volunteers.

7.3. Force Majeure.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

8.3. 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

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

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

10. Contract Termination

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

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costs for work in progress as determined by GAAP up to the date of termination. Upon such termination, the Contractor shall deliver to the ADHS all deliverables completed. ADHS may require Contractor to negotiate the terms of any remaining deliverables still due.

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

11. Arbitration

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

12. Communication

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

13. Client Grievances

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

14. Sovereign Immunity

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

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15. Administrative Changes

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

16. Survival of Terms After Termination or Cancellation of Contract

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

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

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

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

18. Comments Welcome

The ADHS Procurement Office periodically reviews the Uniform Terms and Conditions and welcomes any comments you may have. Please submit your comments to: ADHS Procurement Administrator, Arizona Department of Health Services, 150 North 18th Avenue, Suite 530, Phoenix, Arizona 85007.

19. Data Universal Numbering System (DUNS) Requirement

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

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

If applicable, the 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 15th 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. 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.

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

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

21.1.1. Procure or obtain;

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

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

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

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

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

22. Technology Replacement

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

23. Authorization for Provision of Services

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

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amount of the funds authorized. The Contractor shall only be authorized to perform services up to the amount of the Purchase Order. ADHS shall not have any legal obligation to pay for services in excess of the amount indicated on the Purchase Order. No further obligation for payment shall exist on behalf of ADHS unless the Purchase Order is changed or modified with an official ADHS Procurement Change Order, and/or an additional Purchase Order is issued for purchase of services under this Agreement.

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

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

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works on more than one Federal award; a Federal award and non-Federal award; an indirect cost activity and a direct cost activity; two or more indirect activities which are allocated using different allocation bases; or an unallowable activity and a direct or indirect cost activity. Budget estimates (i.e., estimates determined before the services are performed) alone do not qualify as support for charges to Federal awards, but may be used for interim accounting purposes only.

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

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monies provided under an award, and civil and/or criminal penalties.

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

Link: *System for Award Management:* <https://sam.gov/SAM/>

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

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

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

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

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1. BACKGROUND

The Arizona Department of Health Services (ADHS), through the Bureau of Public Health Emergency Preparedness (PHEP), has been working with Arizona Counties and Tribes to improve the preparedness of each community in the event of any public health emergency. Most of these projects were funded by grants from the Centers for Disease Control and Prevention (CDC) of the U.S. Department of Health and Human Services (HHS).

2. OBJECTIVE

This Agreement is intended to improve upon the process. Nothing in this Agreement is meant to supplant or in any other way discourage existing planning and coordination between County and Tribal Health Departments. This Agreement is designed to increase participation in the ongoing development of the State and County Health Preparedness Infrastructure through the CDC Public Health Preparedness Cooperative Agreement with the ADHS.

3. TASKS

3.1. The Contractor shall:

- 3.1.1. Appoint a PHEP Coordinator responsible for overseeing all grant related activities, budgets, and reports,
- 3.1.2. Participate in Public Health Preparedness Regional Healthcare Coalition meetings and conference calls held in the Contractor's regional communities as appropriate,
- 3.1.3. Review Attachment A: Grant Guidance and use for grant reference,
- 3.1.4. Review and update, in writing, the Contractor's Public Health Emergency Preparedness and Response Plans according to the timeframes identified under the ADHS PHEP Deliverables Document (Deliverables):
 - 3.1.4.1. Prepare and update plans to the ADHS PHEP Coordinator of Community & Healthcare Preparedness section at the time of completion;
 - 3.1.4.2. Document participation in regional emergency preparedness planning and other related activities to be provided upon request by ADHS;
 - 3.1.4.3. Address the plan for the Strategic National Stockpile (SNS), mass prophylaxis and countermeasure distribution and dispensing within the Contractor's jurisdiction, as appropriate; and
 - 3.1.4.4. Develop or update mutual aid agreements with other jurisdictions, in accordance with the approved Contractor's Public Health Emergency Preparedness and Response Plan.

3.2. Medical Electronic Disease Surveillance and Intelligence System (MEDSIS):

3.2.1. The Contractor shall:

- 3.2.1.1. Participate in ADHS-coordinated workgroups for MEDSIS enhancements to include Tribal communities (if applicable) and Electronic Laboratory Reporting (ELR) capabilities; and
- 3.2.1.2. Participate in epidemiology specific trainings, workshops, or conferences provided by ADHS or an ADHS recognized training session (if applicable).

3.3. Public Health Emergency Exercises:

3.3.1. The Contractor shall:

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3.3.1.1. Participate in required statewide/regional public health exercises; and

3.3.1.2. Participate in SNS and Receiving, Staging and Storing (RSS) exercises as appropriate for the Contractor's community.

3.4. COVID-19:

If applicable, completion of tasks per Contract No.: CTR042421 Amendments Three (3) and Four (4), which are incorporated herein by reference.

3.4.1. The Contractor shall:

3.4.1.1. Comply with existing and/or future directives and guidance from the HHS, CDC Secretary regarding control of the spread of COVID-19;

3.4.1.2. Consult and coordinate with HHS, CDC to provide, commensurate with the condition of the individual, COVID-19 patient care regardless of the individual's home jurisdiction and/or appropriate public health measures (e.g., social distancing, home isolation); and

3.4.1.3. Assist the United States Government in the implementation and enforcement of federal orders related to quarantine and isolation.

3.4.2. HHS, CDC has established allowable activities related to the capability domains described in the Public Health Crisis Response Notice of Funding Opportunity. The domains include:

3.4.2.1. Incident Management for Early Crisis Response;

3.4.2.2. Jurisdictional Recovery;

3.4.2.3. Information Management;

3.4.2.4. Countermeasures and Mitigation;

3.4.2.5. Surge Management; and

3.4.2.6. Biosurveillance.

3.4.3. Surveillance, Laboratory Testing, and Reporting

3.4.3.1. Contractor shall implement and scale-up laboratory testing and data collection to enable identification and tracking of COVID-19 cases in the community and is responsible for immediate implementation of real-time reporting to the Hospital Preparedness Program (HPP), CDC. Specifically, jurisdictions should focus on the following activities, in accordance with CDC guidelines:

3.4.3.1.1. Conduct surveillance to identify cases, report case data in a timely manner, identify contacts, characterize disease transmission, and track relevant epidemiologic characteristics including hospitalization and death;

3.4.3.1.2. Conduct surveillance to monitor virologic and disease activity in the community and healthcare settings;

3.4.3.1.3. Implement routine and enhanced surveillance to support the science base that informs public health interventions that mitigate the impact of COVID-19, including understanding of clinical characteristics; infection prevention and control practices; and other mitigation requirements,

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- 3.4.3.1.4. Establish or enhance core epidemiological activities to support response such as risk assessment, case classification, analysis, visualization and reporting;
- 3.4.3.1.5. Conduct surveillance to monitor disruption in the community caused by COVID-19 and related mitigation activities (e.g. school closures and cancellation of mass gatherings); and
- 3.4.3.1.6. Conduct surveillance to monitor disruption in healthcare systems caused by COVID-19 (e.g. shortages of personal protective equipment).

3.4.4. Community Intervention Implementation Plan

- 3.4.4.1. Contractor shall maintain its COVID-19 community intervention implementation plan that describes how the state and local jurisdictions will achieve the response's three (3) mitigation goals:
 - 3.4.4.1.1. Slow transmission of disease,
 - 3.4.4.1.2. Minimize morbidity and mortality, and
 - 3.4.4.1.3. Preserve healthcare, workforce, and infrastructure functions and minimize social and economic impacts.
- 3.4.4.2. The plan shall address:
 - 3.4.4.2.1. Minimizing potential spread and reduce morbidity and mortality of COVID-19 in communities,
 - 3.4.4.2.2. Planning and adapting for disruption caused by community spread and implement interventions to prevent further spread,
 - 3.4.4.2.3. Ensuring healthcare system response is an integrated part of community interventions, and
 - 3.4.4.2.4. Ensuring integration of community mitigation interventions with health system preparedness and response plans and interventions.

3.5. ADHS will:

- 3.5.1. Monitor the expenditure of funds for the reports submitted. If there are any reports that are not submitted on or before the appropriate submission date, the Contractor could be subject to a potential reduction in funds, or loss of funds for the following year.
 - 3.5.1.1. Expenditures that are not on an approved budget or approved redirection may not be eligible for reimbursement from ADHS.

4. FINANCIAL REQUIREMENTS

4.1. The Contractor shall participate in match requirement:

- 4.1.1. The PHEP award requires a ten percent (10%) "in-kind" or "soft" match from all Grant recipients. Each Contractor must include in their budget submission, the format they will use to cover the match and method of documentation. Failure to include the match formula will preclude funding. ADHS may not award a Contract under this program unless the Contractor agrees that, with respect to the amount of the cooperative agreement allocated by ADHS, the Contractor shall make available non-federal contributions in the amount of ten percent (10%) (\$1 for each \$10 of federal funds provided in the cooperative

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agreement) of the award, whether provided through financial or direct assistance. Match may be provided directly or through donations from public or private entities and may be in cash or in kind, fairly evaluated, including plant, equipment or services. Amounts provided by the federal government or services assisted or subsidized to any significant extent by the federal government may not be included in determining the amount of such non-federal contributions. Documentation of match, including methods and sources, must be included in sub-recipient budgets each budget period, include calculations for both financial assistance and direct assistance, follow procedures for generally accepted accounting practices, and meet audit requirements.

4.1.2. Total Direct Costs

Show the direct costs by listing the totals of each category, including salaries and wages, fringe benefits, consultant costs, equipment, supplies, travel, other, and contractual costs. Provide the total direct costs within the budget.

4.1.3. Total Indirect Costs

To claim indirect costs, the Contractor must have a current approved indirect cost rate agreement established with the applicable federal agency. If the applicant organization does not have an approved indirect cost rate agreement, costs normally identified as indirect costs (overhead costs) can be budgeted and identified as direct costs or the Contractor may use the de minimis indirect cost rate. A copy of the most recent indirect cost rate shall be submitted to ADHS with the signed Agreement. Indirect cost percentage cannot exceed the State rate.

4.2. Inventory

Upon request, the Contractor shall provide an inventory list to ADHS. The inventory list shall include all equipment purchased. Items over \$5,000 will require an ADHS asset tag.

4.3. Budget Allocation and Work Plan

4.3.1. The Contractor shall complete the budget tool provided by ADHS, and return to ADHS for review and approval. Funding will not be released until the budget has been approved by ADHS, and

4.3.2. All activities and procurements funded through the PHEP grant shall be aligned with the budget/spend plan and work plan. These tools shall help the Contractor to reach the goals and objectives outlined in the Attachment A; Grant Guidance section of this document.

4.4. Conduct Financial accounting, auditing and reporting consistent with the ADHS Accounting and Auditing Procedures Manual, which can be found at <https://drive.google.com/file/d/15mO7JShrS9VFfgaCXhlmhthqsv74yM9M/view?usp=sharing>; and

4.5. Prepare monthly financial reports with supporting documentation by the established due dates identified by ADHS. Failure to accomplish monthly financial reports within specified time frames, without prior coordination of ADHS program leadership, could result in a reduction or loss of grant funding in subsequent years.

5. DELIVERABLES

5.1. The Contractor shall:

5.1.1. Provide primary and secondary contact information for its public health incident command team, to ADHS, as part of the mid-year report (due date determined additionally);

5.1.2. Provide annually twenty-four (24) hours a day/seven (7) days a week/three hundred sixty-five (365) days a year public health emergency contact number for its Public Health Department or a designated health emergency contact person and within ten (10) days of any changes;

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5.1.3. Submit upon activation the primary and secondary contact information for its public health incident command team. At a minimum, contact information shall be provided for the Incident Commander, Operations Chief, Planning Chief, Logistics Chief, and Finance/Administrative Chief;

5.1.4. Submit annually by June 1st a spending plan using the budget tool supplied by ADHS for the completion of the work plan to meet selected deliverables;

5.1.5. Submit monthly expenditure reports to the ADHS PHEP Financial Coordinator by the last day of the following month using the budget tool provided on the AZ-Program Information and Reporting Exchange (AZ-PIRE) website and include all supporting documents, receipts and reports necessary to back up the expenditures. The website can be found at <https://sites.google.com/azdhs.gov/az-pire/home>.

5.1.6. Submit a Semi-Annual Report, utilizing the templates provided, to the ADHS PHEP Coordinator;

5.1.6.1. Due date will be determined by ADHS, and

5.1.6.2. Report progress on Public Health Emergency Exercises.

5.1.7. Submit an Annual Report, utilizing the templates provided, to the ADHS PHEP Coordinator;

5.1.7.1. Due date will be determined by ADHS,

5.1.7.2. Report progress on MEDSIS, and

5.1.7.3. Report progress on Public Health Emergency Exercises.

5.2. COVID-19 Deliverables

5.2.1. The Contractor shall:

5.2.1.1. Submit a carry-over spend plan, if applicable, as requested by ADHS by September 30th; and

5.2.1.2. Submit monthly contractor expenditure reports (CER), if applicable, with detailed information and receipts by the last day of the following month.

5.3. ADHS will:

Upon plan approval, send a Purchase Order to the Contractor for the agreed upon allocation from the Price Sheet.

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6. NOTICES, CORRESPONDENCE, REPORTS AND INVOICES

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

Arizona Department of Health Services
Bureau of Public Health Services
Emergency Preparedness and Response
150 North 18th Avenue, Suite 150
Phoenix, Arizona 85007
Telephone: 602-364-0587
Fax: 602-364-3681

6.2. Invoices/CERs shall be sent to invoices@azdhs.gov.

6.3. AUTOMATED CLEARING HOUSE. ADHS may pay invoices for some or all Orders through an Automated Clearing House (ACH). In order to receive payments in this manner, the Contractor must complete an ACH Vendor Authorization Form (form GAO-618) within 30 (thirty) days after the effective date of the Contract. The form is available online at: <https://gao.az.gov/sites/default/files/GAO-618%20ACH%20Authorization%20Form%20101019.pdf>.

6.3.1. ACH Vendor Authorization Form shall be emailed to Vendor.Payautomation@azdoa.gov

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

Pima County Health Department
Attn: Theresa Cullen, MD, MS, Director
3950 South Country Club Road, Suite #100
Tucson, AZ 85714
Telephone: (520) 724-7765
Email: theresa.cullen@pima.gov

CONTRACT NUMBER	INTERGOVERNMENTAL AGREEMENT PRICE SHEET
CTR055217	

PHEP Budget Period Three (3)

July 1, 2021 through June 30, 2022

Cost Reimbursement

Description	Amount
Funds to enhance current PHEP activities per the deliverables in Attachment A and upon ADHS approval of monthly Contractor Expenditure Reports (CER's).	\$691,245.00

TOTAL	\$691,245.00
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CONTRACT NUMBER	INTERGOVERNMENTAL AGREEMENT EXHIBIT A
CTR055217	

Exhibit - 2 CFR 200.332

§ 200.332

Requirements for pass-through entities.

All pass-through entities must:

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

Prime Awardee:	Arizona Department of Health Services
DUNS #	804745420
 Federal Award Identification (Grant Number):	 NU90TP922004-02
 Subrecipient name (which must match the name associated with its unique entity identifier):	 Pima County Health Department
 Subrecipient's unique entity identifier (DUNS #):	 14-473-3792
 Federal Award Identification Number (FAIN, sometimes it's the same as the Grant Number):	 NU90TP922004
 Federal Award Date (see the definition of Federal award date in § 200.1 of this part) of award to the recipient by the Federal agency;	 _____
 Subaward Period of Performance Start and End Date;	 07/01/2019 - 06/30/2024
 Subaward Budget Period Start and End Date:	 07/01/2021 - 06/30/2022
 Amount of Federal Funds Obligated by this action by the pass-through entity to the subrecipient (this is normally the contract amount):	 \$691,245.00
 Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current financial obligation (how much is available for contracts):	 \$7,682,618.00
 Total Amount of the Federal Award committed to the subrecipient by the pass-through entity	 \$11,721,118.00
 Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA)	 Public Health Emergency Preparedness (PHEP) Cooperative Agreement

CONTRACT NUMBER	INTERGOVERNMENTAL AGREEMENT EXHIBIT A
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Name of Federal awarding agency, pass-through entity,
and contact information for awarding official of the Pass-
through entity

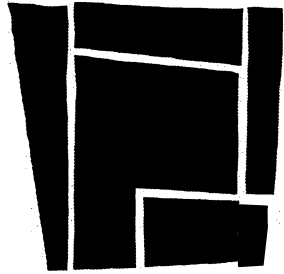
**Department of Health and Human Services - Centers
for Disease Control and Prevention**

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

93.069

Identification of whether the award is R&D

Indirect cost rate for the Federal award (including if the de
minimis rate is charged) per § 200.414



ARIZONA DEPARTMENT OF HEALTH SERVICES

Attachment A

Bureau of Public Health Emergency Preparedness

GRANT DELIVERABLES

Project Period: 2019-2024

Budget Period 3

**PERIOD OF PERFORMANCE
(July 1, 2021 – June 30, 2022)**

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INTRODUCTION

The Grant Guidance Deliverable document was developed based, in part, on information set forth in the Centers for Disease Control and Prevention's Office of Public Health Preparedness and Responses funding opportunity announcement 2019-2024 -PHEP Cooperative Agreement CDC-RFA-TP19-1901 and continuation guidance from the CDC. During this five year project period, the Arizona Department of Health Services and sub-recipients (tribal and county health departments) will increase or maintain their levels of effectiveness across the six key preparedness domains to achieve a prepared public health system.

The six preparedness domains are:

1. Strengthen Community Resilience
 - Capability 1: Community Preparedness
 - Capability 2: Community Recovery
2. Strengthen Incident Management
 - Capability 3: Emergency Operation Coordination
3. Strengthen Information Management
 - Capability 4: Emergency Public Information and Warning
 - Capability 6: Information Sharing
4. Strengthen Countermeasures and Mitigation
 - Capability 8: Medical Countermeasure Dispensing and Administration
 - Capability 9: Medical Materiel Management and Distribution
 - Capability 11: Non-Pharmaceutical Interventions
 - Capability 14: Responder Safety and Health
5. Strengthen Surge Management
 - Capability 5: Fatality Management
 - Capability 7: Mass Care
 - Capability 10: Medical Surge
 - Capability 15: Volunteer Management
6. Strengthen Biosurveillance
 - Capability 12: Public Health Laboratory Testing
 - Capability 13: Public Health Surveillance and Epidemiological Investigation

FEDERAL REQUIREMENTS

Project Period Requirements for ADHS (2019-2024)

- One fiscal preparedness tabletop exercise once during the five-year period
- One MCM distribution full-scale exercise once during the five-year period (**completed in November 2019**)
- One MCM dispensing full-scale exercise or one mass vaccination full-scale exercise (one POD in each CRI local planning jurisdiction will be exercised) (**completed in November 2019**)
- Complete two table top exercises (TTX) every five years. One TTX to demonstrate readiness for an anthrax scenario and one to demonstrate a pandemic influenza scenario.
- Complete one functional exercise every five years that focuses on the vaccination of at least one critical workforce group to demonstrate readiness for a pandemic influenza scenario.
- Complete one full scale exercise every five years to demonstrate operational readiness for a pandemic influenza scenario.

Funding Restrictions

Funding restrictions that will be considered for workplan and budget development:

- May not use funds for research.
- May not use funds for clinical care except as allowed by law.
- May not use funds for construction or major renovations.
- May use funds only for reasonable program purposes, including personnel, travel, supplies, and services.
- Generally, recipients may not use funds to purchase furniture or equipment. Any such proposed spending must be clearly identified in the budget.
- Reimbursement of pre-award costs generally is not allowed, unless the CDC provides written approval to ADHS on behalf of the sub-recipient.
- Other than for normal and recognized executive-legislative relationships, no funds may be used for:
 - publicity or propaganda purposes, for the preparation, distribution, or use of any material designed to support or defeat the enactment of legislation before any legislative body
 - the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before any legislative body
- See Additional Requirement (AR) 12 for detailed guidance on this prohibition and additional guidance on lobbying for CDC recipients.
- The direct and primary sub-recipient in a cooperative agreement program must perform a substantial role in carrying out project outcomes and not merely serve as a conduit for an award to another party or provider who is ineligible.

General Restrictions

- May supplement but not supplant existing state or federal funds for activities described in the budget.
- Payment or reimbursement of backfilling costs for staff is not allowed.
- None of the funds awarded to these programs may be used to pay the salary of an individual at a rate in excess of Executive Level II or \$189,600 per year.
- Funds may not be used to purchase or support (feed) animals for labs, including mice.
- Funds may not be used to purchase a house or other living quarters for those under quarantine. Rental may be allowed with approval from the CDC OGS.

Lobbying

- Other than for normal and recognized executive-legislative relationships, PHEP funds may not be used for:
- Publicity or propaganda purposes, for the preparation, distribution, or use of any material designed to support or defeat the enactment of legislation before any legislative body;
- The salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before any legislative body
- See Additional Requirement (AR) 12 for detailed guidance on this prohibition and additional guidance on lobbying for CDC recipients (http://www.cdc.gov/grants/documents/Anti-Lobbying_Restrictions_for_CDC_Grantees_July_2012.pdf).

Passenger Road Vehicles

- Funds cannot be used to purchase over-the road passenger vehicles.
- Funds cannot be used to purchase vehicles to be used as means of transportation for carrying people or goods, such as passenger cars or trucks and electrical or gas-driven motorized carts.
- Can (with prior approval) use funds to lease vehicles to be used as means of transportation for carrying people or goods, e.g., passenger cars or trucks and electrical or gas-driven motorized carts during times of need.
- Additionally, PHEP grant funds can (with prior approval) be used to make transportation agreements with commercial carriers for movement of materials, supplies and equipment. There should be a written process for initiating transportation agreements (e.g., contracts, memoranda of understanding, formal written agreements, and/or other letters of agreement). Transportation agreements should include, at a minimum:
 - Type of vendor
 - Number and type of vehicles, including vehicle load capacity and configuration
 - Number and type of drivers, including certification of drivers
 - Number and type of support personnel
 - Vendor's response time
 - Vendor's ability to maintain cold chain, if necessary to the incident
 - This relationship may be demonstrated by a signed transportation agreement or documentation of transportation planning meeting with the designated vendor. All documentation should be available to the CDC project officer for review if requested.

Transportation of Medical Materiel

- PHEP funds may be used (with approved budget) to procure leased or rental vehicles for movement of materials, supplies and equipment.
- PHEP funds may be used (with approved budget) to purchase material-handling equipment (MHE) such as industrial or warehouse-use trucks to move materials, such as forklifts, lift trucks, turret trucks, etc. Vehicles must be of a type not licensed to travel on public roads.
- PHEP funds may be used (with approved budget) to purchase basic (non-motorized) trailers with prior approval from the CDC OGS.

Procurement of Food and Clothing

- Funds may not be used to purchase clothing such as jeans, cargo pants, polo shirts, jumpsuits, sweatshirts, or T-shirts. Purchase of vests to be worn during exercises or responses may be allowed.
- Generally, funds may not be used to purchase food.

Vaccines

- Contact ADHS with vaccine requests in support of an activity.

LOCAL PROGRAM REQUIREMENTS

Meetings

1. ADHS Grant Meetings
 - a. Attend annual Preparedness Community Conference
 - b. Attend annual Integrated Preparedness Plan Workshop
 - c. Participate in ADHS Jurisdictional Risk Assessment Review and Analysis

Exercise Planning and Conduct

1. Local jurisdictions will conduct preparedness exercises in accordance with Homeland Security Exercise and Evaluation Program (HSEEP) fundamentals including:
 - a. Exercise design and development
 - b. Exercise conduct
 - c. Exercise evaluation
 - d. Improvement planning
 - e. More information and templates are available at: <https://www.azdhs.gov/preparedness/emergency-preparedness/index.php#training-exercise-resources>

Health Care Coalition

1. As core members of the Arizona Coalition for Healthcare Emergency Response (AzCHER), full participation in the AzCHER meetings, exercises, and drills in your respective regions is required.

Northern Region

- County Representatives: Apache County, Coconino County, Navajo County, and Yavapai County
- Tribal Representatives: Hopi Tribe, Navajo Nation and White Mountain Apache Tribe

Western Region

- County Representatives: La Paz County, Mohave County, and Yuma County
- Tribal Representatives: Cocopah Indian Tribe, Colorado River Indian Tribes, Fort Mojave Indian Tribe, Kaibab-Paiute Tribe and Quechan Tribe

Central Region

- County Representatives: Gila County, Maricopa County, and Pinal County
- Tribal Representatives: Gila River Indian Community and Salt River Pima-Maricopa Indian Community

Southern Region

- County Representatives: Cochise County, Graham County, Greenlee County, Pima County and Santa Cruz County
- Tribal Representatives: Pascua Yaqui Tribe, San Carlos Apache Tribe, and Tohono O'odham Nation

Financial Requirements

1. **Match Requirement:** The PHEP award requires a 10% “in-kind” or “soft” match from all the grant participants. Each sub-recipient will include in their budget submission the format they will use to cover the match and method of documentation. **Failure to include the match formula will preclude funding.** ADHS may not award a contract under this programs unless the sub-recipient agrees that, with respect to the amount of the cooperative agreement allocated by ADHS, the sub-recipient will make available non-federal contributions in the amount of 10% (\$1 for each \$10 of federal funds provided in the cooperative agreement) of the award, whether provided through financial or direct assistance. Match may be provided directly or through donations from public or private entities and may be in cash or in kind, fairly evaluated, including plant, equipment or services. Amounts provided by the federal government or services assisted or subsidized to any significant extent by the federal government may not be included in determining the amount of such non-federal

contributions. Documentation of match, including methods and sources, must be included in sub-recipient budgets each budget period, include calculations for both financial assistance and direct assistance, follow procedures for generally accepted accounting practices, and meet audit requirements.

2. **Total Direct costs:** Show the direct costs by listing the totals of each category, including salaries and wages, fringe benefits, consultant costs, equipment, supplies, travel, other, and contractual costs. Provide the total direct costs within the budget.
3. **Total Indirect Costs:** To claim indirect costs, the applicant organization must have a current approved indirect cost rate agreement established with the cognizant federal agency. A copy of the most recent indirect cost rate agreement must be provided with the application. Indirect cost percentage cannot exceed 32%.
4. **Inventory:** Upon request, local jurisdictions will provide an inventory list to ADHS. The inventory list shall include all equipment purchased. Items over \$5,000 will require an ADHS asset tag. An asset tag will be provided after the submission of the invoice to ADHS that will include the serial number, make/model, and date of acquisition. Once received, ADHS will send sub-recipients a pre-filled property control (F4) form and the asset tag. The asset tag is to be placed on the asset and a photo of the asset tag affixed to the item(s) is required. The F4 form needs to be signed, dated and sent back via email to ADHS.
5. **Budget Allocation (PHEP funded staff and work plan)**
 - a. Complete the budget tool developed by ADHS and submit for review and approval. ADHS cannot release funding to the sub-recipient until ADHS receives and approves a completed budget and signed contract/amendment.
 - b. All activities and procurements funded through the CDC grant shall be aligned with your budget/spend plan and work plan that will help your jurisdiction reach the goals and objectives outlined in this document. Any items and activities that are not specifically tied to the PHEP program capabilities will be approved by ADHS before PHEP funds can be utilized on those activities/items.
6. **Grant Activity Oversight:** Each sub-recipient will appoint a PHEP Coordinator (full or part-time) that will have the responsibility for oversight of all grant related activities. The PHEP Coordinator will be the main point of contact for ADHS in regard to the CDC grant. This individual is expected to work closely with ADHS to ensure all deliverables and requirements are met and will coordinate all activities surrounding any on/off site monitoring conducted by ADHS.
7. **Employee Certifications:** PHEP local jurisdictions are required to adhere to all applicable federal laws and regulations, including applicable OMB circulars and semiannual certification of employees who work solely on a single federal award. These certification

forms will be prepared at least semiannually and signed by the employee or a supervisory official having firsthand knowledge of the work performed by the employee. Employees whose salaries are split funded are required to maintain Labor Activity Reports (as requested by ADHS). These certification forms will be retained in accordance with 45 Code of Federal Regulation, Part 92.42

8. **Performance:** Failure to meet the deliverables and performance measures described in the Scope of Work may result in withholding from a portion of subsequent awards.

Plans, Training, and Exercise Implementation Criteria

Training and exercises shall be gap based and linked to the CDC PHEP Domains. Proposed training and exercises will be based on identified gaps from previous exercises, real-world responses, risk assessments (e.g. JRA, CPG, CAWP, THIRA), or other documented sources.

1. Program Requirements

- A. Sub-recipient PHEP programs should establish and maintain a collaborative working relationship with emergency management. This will include, but not be limited to; emergency communication planning, strategies for addressing emergency events, the management of the consequences of power failures, natural disasters and other events that would affect public health.
- B. Maintain documentation of all collaborative efforts with local and state emergency management
- C. Sub-Recipients should participate in ADHS sponsored table tops, functional exercises or other activities
 1. ADHS Coordination: Collaborate with ADHS throughout the planning process.
 2. At-Risk Individuals: Local jurisdictions will include provisions for the needs of at-risk individuals within each exercise. PHEP local jurisdictions will report on the strengths and areas for improvement identified through the coalition based exercise After Action Reports and Improvement Plans (AARs/IPs). To learn more about the U.S. Department of Health and Human Services' definition of "at-risk" population visit this website: <http://www.phe.gov/Preparedness/planning/abc/Pages/at-risk.aspx>
- D. Evaluation
 1. PHEP-funded exercises will address and list applicable Public Health Emergency Preparedness (PHEP) Capabilities in all qualifying exercises. A qualifying exercise is one that meets PHEP-specific implementation criteria as described in the grant.
 2. Exemption: A sub-recipient's response and recovery operations supporting real-world incidents could meet the criteria for an exercise requirements if the response was sufficient in scope and the AARs/IPs adequately detail which PHEP capabilities were evaluated. This will be addressed on an as-requested basis.

INFORMATION SERVICES

1. Local jurisdictions will have or have access to a secure alerting system that at a minimum has the ability to send email, faxes, and phone/ text alerts.

ADHS will provide training on the information systems and platforms as needed and/or requested. Examples of systems: EMResource, EMTrack, ESAR-VHP, AzHAN, iCAM, etc.

REPORTING

Progress on the deliverables, performance measures, and activities funded through the CDC grant will be reported as requested and in a timely manner to ensure ADHS has adequate time to compile the information and submit to the CDC.

Mid-Year Report

- a. Mid-year reports are expected in advance of the due date determined by ADHS. Mid-year report templates are integrated within the sub-recipient workplan templates.
- b. Update jurisdictional points of contact twice during each budget period (July 1 and December 31), or as changes occur, to facilitate time-sensitive, accurate information sharing within the local jurisdictions and between ADHS and the sub-recipients.

Annual Report (End of Year)

- a. Annual reports are expected in advance of the due date determined by ADHS. End-of-year report templates are integrated within the sub-recipient workplan templates.

Planning, Training, and Exercise Deliverables

Program Activities	Due Date	Applies To	Comments
Participation in a Regional Integrated Preparedness Plan (IPP) Workshop	Once annually	All PHEP Sub-Recipients	<ul style="list-style-type: none">• PHEP Coordinator and/or designee
Attend Annual Preparedness Community Conference	Once annually	All PHEP Sub-Recipients	<ul style="list-style-type: none">• PHEP Coordinator and/or a designee

Program Activities	Due Date	Applies To	Comments
Submit a Final IPP	Annually as part of the Workplan submittal for the next budget period.	All PHEP Sub-Recipients	<ul style="list-style-type: none"> The IPP consists of three parts: <ul style="list-style-type: none"> Narrative Training schedule Exercise schedule Covering the time period from July 1, 2022 to June 30, 2025
Validate trainings conducted using the ADHS Training Validation Report (TVR)	Twice annually as part of the sub-recipient Mid-year and End-of-Year reports	All PHEP Sub-Recipients	<ul style="list-style-type: none"> For trainings conducted from July 1, 2021 to June 30, 2022
After Action Reports/Improvement Plans (AARs/IPs)	Per HSEEP, within 120 days of exercise conduct	All PHEP Sub-Recipients	<ul style="list-style-type: none"> Template and HSEEP guidelines can be found on the ADHS AZ-PIRE website: https://sites.google.com/azdhs.gov/az-pire
Required plans: <ul style="list-style-type: none"> Emergency Response Pandemic Influenza Fatality Management Medical Counter Measures Receipt and Dispensing Continuity of Operations Health Emergency Operations Center Volunteer Management 	All plans to be completed, reviewed, and made available by the end of the five year project period	All PHEP Sub-Recipients	<ul style="list-style-type: none"> Emergency Response Plan toolkits and resources are located at: www.azdhs.gov/emergencyplans Plans will be uploaded to the respective sub-recipient page on the ADHS AZ-PIRE website: https://sites.google.com/azdhs.gov/az-pire

STRATEGIES AND ACTIVITIES

Domain Strategy 1: Strengthen Community Resilience

Community resilience is the ability of a community, through public health agencies, to develop, maintain, and utilize collaborative relationships among government, private, and community organizations to develop and utilize shared plans for responding to and recovering from disasters and public health emergencies.

Associated Capabilities

- Capability 1: Community Preparedness
- Capability 2: Community Recovery

Domain Activity: Determine the Risks to the Health of the Jurisdiction	Deliverable	Applies To	Due Date
<p>Conduct public health jurisdictional risk assessment (JRA), in collaboration with HPP, to identify potential hazards, vulnerabilities, and risks within the community that relate to the public health, medical, and mental/behavioral health systems and the access and functional needs of at-risk individuals.</p> <p>ADHS recommends a collaborative and flexible risk assessment process that includes input from existing hazard and vulnerability analysis conducted by emergency management, AzCHER and other health care organizations, as well as other community partners and stakeholders.</p> <p>Jurisdictions should analyze JRA results, and use diverse data sources such as the HHS Capabilities Planning Guide (CPG), previous risk assessments, jurisdictional incident AARs/IPs, site visit observations, jurisdictional data from the National Health Security Preparedness Index, and other jurisdictional priorities and strategies, to help determine their strategic priorities, identify program gaps, and, ultimately prioritize preparedness investments.</p>	Conduct a JRA and report results to ADHS.	All PHEP Sub-Recipients	Once every five years from the date of the last JRA (or equivalent)

Domain Strategy 1: Strengthen Community Resilience

Community resilience is the ability of a community, through public health agencies, to develop, maintain, and utilize collaborative relationships among government, private, and community organizations to develop and utilize shared plans for responding to and recovering from disasters and public health emergencies.

Associated Capabilities

- Capability 1: Community Preparedness
- Capability 2: Community Recovery

Domain Activity: Ensure HPP Coordination (Health Care System)			
<p>The purpose of this collaboration is to ensure a shared approach to delivering public health services alongside health care services to mitigate the public health consequences of emergencies. PHEP resources cannot be used to supplant HPP programmatic activities. However, there are areas where coordinated planning and collaboration between the programs are beneficial, including exercising and training.</p> <p>Jurisdictions must participate in one statewide or conduct one regional full-scale exercise (FSE) within the five-year project period. Exercises must include participation from AzCHER and include, at a minimum, hospitals, emergency management agencies, and emergency medical services (EMS).</p>	<p>Local Jurisdictions must participate in one ADHS-sponsored statewide full-scale exercise, OR</p> <p>Participate/conduct a regional full-scale exercise, OR</p> <p>ADHS may consider a real-world response as an acceptable substitute</p>	All PHEP Sub-Recipients	By BP5 (2023-2024)
Domain Activity: Plan for the Whole Community			
<p>Working in collaboration with HPP, continue to build and sustain local health department and community partnerships to ensure that activities have the widest possible reach with the strongest possible ties to the community. Local jurisdictions should focus on two activities simultaneously:</p> <ul style="list-style-type: none"> • Coordination with local stakeholders to review collaboration efforts with local agencies they represent; and • Engage with key community partners who have established relationships with diverse at-risk populations, to include mental/behavioral health and pediatric populations. • Develop or expand child-focused planning and partnerships. • Consider family reunification plans for schools and child care centers. 	<p>AARs and plans should provide evidence of a whole community approach when planning, training and exercising.</p>	All PHEP Sub-Recipients	June 30, 2022

Domain Strategy 1: Strengthen Community Resilience

Community resilience is the ability of a community, through public health agencies, to develop, maintain, and utilize collaborative relationships among government, private, and community organizations to develop and utilize shared plans for responding to and recovering from disasters and public health emergencies.

Associated Capabilities

- Capability 1: Community Preparedness
- Capability 2: Community Recovery

Plan for individuals with disabilities and others with access and functional needs. Use a flexible approach to define populations at risk to jurisdictional threats and hazards. Address a broad set of common access and functional needs using the Communication, Maintaining Health, Independence, Services and Support, and Transportation (CMIST) framework.

Identify individuals with access and functional needs that may be at risk of being disproportionately impacted by incidents with public health consequences. Examples of populations with access and functional needs include, but are not limited to, children, pregnant women, postpartum and lactating women, racial and ethnic minorities, older adults, persons with disability, persons with chronic disease, persons with limited English proficiency, persons with limited transportation, persons experiencing homelessness, and disenfranchised populations.

Domain Activity: Focus on Tribal Planning and Engagement

Support the engagement between county and tribal public health departments in a meaningful and mutually beneficial way to ensure that all community members fully and equally served, while also recognizing the inherent responsibility of those nations to support their members in a culturally appropriate manner.

Deliverable

Documentation of collaborative efforts to ensure appropriate efforts are made to develop public health preparedness and response capability. May be included in regular workplan reports.

All PHEP
Sub-Recipients

Due Date

June 30, 2022

Domain Strategy 2: Strengthen Incident Management

Incident management is the ability to activate, coordinate, and manage public health emergency operations throughout all phases of an incident through use of a flexible and scalable incident command structure that is consistent with the NIMS and coordinated with the jurisdictional incident, unified, or area command structure.

Associated Capability

- **Capability 3: Emergency Operations Coordination**

Domain Activity: Activate and Coordinate Public Health Emergency Operations	Deliverable	Applies To	Due Date
<p>Updated all-hazards preparedness and response plans should include but not limited to:</p> <ul style="list-style-type: none">• Procedures to conduct preliminary assessments to determine the need for activation of public health emergency operations;• Process for establishing a scalable public health incident management structure that is consistent with NIMS and jurisdictional standards;• Procedures for activating, operating, managing, and staffing the public health emergency operations center (HEOC) or implementing public health functions within another emergency operations center;• Designation of primary and alternate HEOC locations, including virtual communication structures;• Procedures for demobilizing public health emergency operations; and• A description of how the jurisdiction will use Emergency Management Assistance Compact (EMAC) or other mutual aid agreements for public health and medical mutual aid to support coordinated activities and to share resources and other potential support required when responding to emergencies. At minimum, this plan should include the following:<ul style="list-style-type: none">○ Procedures for evaluating, responding to, and seeking reimbursement for resources deployed under EMAC;○ Procedures on how information will be shared for a resource request and deployment;○ Redundant points of contact for all public health and medical Mission Ready Packages (MRPs) as applicable; and	Development, update/review of the Emergency Response Plan	All PHEP Sub-Recipients	June 30, 2022, uploaded to the Plans Library folders on the ADHS AZ-PIRE website

Domain Strategy 2: Strengthen Incident Management

Incident management is the ability to activate, coordinate, and manage public health emergency operations throughout all phases of an incident through use of a flexible and scalable incident command structure that is consistent with the NIMS and coordinated with the jurisdictional incident, unified, or area command structure.

Associated Capability

- **Capability 3: Emergency Operations Coordination**

<ul style="list-style-type: none"> ○ Description of reimbursement processes following a deployment for both the deployed personnel and the key internal staff. 			
<p>Maintain a current COOP plan that includes the following elements.</p> <ul style="list-style-type: none"> • Definitions, identification, and prioritization of essential services needed to sustain public health agency mission and operations; • Procedures to sustain essential services regardless of the nature of the incident (all-hazards planning); • Positions, skills, and personnel needed to continue essential services and functions (human capital management); • Identification of public health agency and personnel roles and responsibilities in support of ESF #8; • Scalable workforce in response to needs of the incident; • Limited access to facilities due to issues such as structural safety or security concerns; • Broad-based implementation of social distancing policies; • Identification of agency vital records (such as legal documents, payroll, personnel assignments) that must be preserved to support essential functions or for other reasons; • Alternate and virtual work sites; • Devolution of uninterruptible services for scaled down operations; • Reconstitution of uninterruptible services; and • Cost of additional services to augment recovery. 	Development or update/review of the Continuity of Operations Plan	All PHEP Sub-Recipients	June 30, 2022, uploaded to the Plans Library folders on the ADHS AZ-PIRE website
<p><i>Maintain personnel lists.</i></p> <p>Identify personnel to fulfill required incident command and public health incident management roles. Test staff assembly processes for notifying personnel to report physically or virtually to the public health emergency</p>	1. Maintain listing of personnel using the	All PHEP Sub-Recipients	1. Twice annually using the template found on the

Domain Strategy 2: Strengthen Incident Management

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Associated Capability

- Capability 3: Emergency Operations Coordination

operations center or jurisdictional emergency operations center during a drill or real-time incidents at least once during the budget period.	ADHS Critical Contact Sheet		ADHS AZ-PIRE website
	2. Conduct drill or use real-world incident to test staff assembly processes.		2. Once during BP3

Domain Strategy 3: Strengthen Information Management

Information management is the ability to develop and maintain systems and procedures that facilitate the communication of timely, accurate, and accessible information, alerts, and warnings using a whole community approach. It also includes the ability to exchange health information and situational awareness with federal, state, local, territorial, and tribal governments and partners.

Associated Capabilities

- Capability 4: Emergency Public Information and Warning
- Capability 6: Information Sharing

Domain Activity: Coordinate Information Sharing	Deliverable	Applies To	Due Date
Have or have access to communication systems that maintain or improve reliable, resilient, interoperable, and redundant information and communication systems and platforms, including those for bed availability, EMS data, and patient tracking, and provide access to AzCHER members and other partners and stakeholders.	1. Include in appropriate plans the identification of primary and redundant	All PHEP Sub-Recipients	1. June 30, 2022

Domain Strategy 3: Strengthen Information Management

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Associated Capabilities

- Capability 4: Emergency Public Information and Warning
- Capability 6: Information Sharing

<p>Such systems, whether they are internally managed or externally hosted on shared platforms, must be capable of supporting syndromic surveillance, integrated surveillance, active and/or passive mortality surveillance, public health registries, situational awareness dashboards, and other public health and preparedness activities.</p> <p>Have plans in place that identify redundant communication platforms (primary and secondary) and a cycle of maintenance and testing of these platforms every six months.</p>	<p>communication platforms.</p> <p>2. Testing of the platforms every six months.</p>		<p>2. Once Annually</p>
Domain Activity: Coordinate Emergency Information and Warning			
<p>A communication plan should identify the public information officer (PIO) and supporting personnel responsible for implementing jurisdictional public information and communication strategies. Plans must outline requirements and duties; roles and responsibilities; and required qualifications or skills for PIO personnel.</p> <p>Use crisis and emergency risk emergency communication (CERC) principles to disseminate critical health and safety information to alert the media, public, community-based organizations, and other stakeholders to potential health risks and reduce the risk of exposure. Develop message templates based on planning or risk scenarios identified in risk assessments and incorporate these into the communication plans as applicable.</p>	<p>1. Development, update/review of a Crisis Emergency Risk Communication plan</p> <p>2. Ensure that PIO, or designees, receive appropriate ICS training.</p>	<p>All PHEP Sub-Recipients</p>	<p>1. June 30, 2022, uploaded to the Plans Library folder on the ADHS AZ-PIRE website</p> <p>2. As changes in personnel occur</p>

Domain Strategy 3: Strengthen Information Management

Information management is the ability to develop and maintain systems and procedures that facilitate the communication of timely, accurate, and accessible information, alerts, and warnings using a whole community approach. It also includes the ability to exchange health information and situational awareness with federal, state, local, territorial, and tribal governments and partners.

Associated Capabilities

- Capability 4: Emergency Public Information and Warning
- Capability 6: Information Sharing

Ensure that communication plans have processes for coordinating public messaging during infectious disease outbreaks and information sharing regarding monitoring and tracking of cases of persons under investigation to ensure maximum coordination and consistency of messaging.

Domain Strategy 4: Strengthen Countermeasures and Mitigation

Countermeasures and mitigation is the ability to distribute, dispense, and administer medical countermeasures (MCMs) to reduce morbidity and mortality and to implement appropriate non-pharmaceutical and responder safety and health measures during response to a public health incident.

Associated Capabilities

- Capability 8: Medical Countermeasure Dispensing and Administration
- Capability 9: Medical Materiel Management and Distribution
- Capability 11: Non-pharmaceutical Interventions
- Capability 14: Responder Safety and Health

Domain Activity: Develop and Test MCM Distribution, Dispensing, and Vaccine Administration Plans

Deliverable

Applies To

Due Date

Domain Strategy 4: Strengthen Countermeasures and Mitigation

Countermeasures and mitigation is the ability to distribute, dispense, and administer medical countermeasures (MCMs) to reduce morbidity and mortality and to implement appropriate non-pharmaceutical and responder safety and health measures during response to a public health incident.

Associated Capabilities

- Capability 8: Medical Countermeasure Dispensing and Administration
- Capability 9: Medical Materiel Management and Distribution
- Capability 11: Non-pharmaceutical Interventions
- Capability 14: Responder Safety and Health

Operationalize MCM distribution, dispensing, and vaccine administration plans through development, training, exercising, and evaluating these MCM plans. Managing access to and administration of countermeasures and ensuring the safety and health of clinical and other personnel are important priorities for preparedness and continuity of operations.

Engage key partners, to include AzCHER, in the development, training, and exercising of plans for MCM distribution, dispensing, and vaccine administration. This includes open and closed points of dispensing (POD) plans and plans to leverage community vaccine providers in large pandemic influenza-like responses.

Development, update/review of Medical Countermeasures plans

All PHEP Sub-Recipients

June 30, 2022, uploaded to the Plans Library folder on the ADHS AZ-PIRE website