



# INTERGOVERNMENTAL AGREEMENT (IGA)

ARIZONA DEPARTMENT OF HEALTH SERVICES  
1740 West Adams, Room 303  
Phoenix, Arizona 85007  
(602) 542-1040  
(602) 542-1741 FAX

## Contract No. HG754195

Project Title: Bioterrorism Preparedness and Response Program

Begin Date 4/1/07

Geographic Service Area: Gila County Health Department

Termination Date 8/30/2011

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:

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| <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.                                    |
| <input type="checkbox"/>            | Other:            | Santa Cruz Valley Union High School  |

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

### FOR CLARIFICATION, CONTACT:

Arizona Transaction (Sales) Privilege: \_\_\_\_\_  
Federal Employer Identification No.: \_\_\_\_\_  
Tax License No.: \_\_\_\_\_  
Contractor Name: Gila County Health Department

Name: William Hyer  
Phone: 928 402-8805  
FAX No.: 928 425-0794

Address 1400 Ash Street  
Globe AZ 85501  
City, State Zip Code

*Jose M. Sanchez* 03-27-07  
Signature of Person Authorized to sign Date

Jose M. Sanchez, Chairman, BOS  
This contract shall henceforth be referred to as Contract No. HG754195. 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.

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.

State of Arizona

Signed this 12th day of April, 2007

*Bryan B. Chambers* 3 20 07  
Signature Date

Bryan B. Chambers Chief Deputy County Attorney  
Print Name and Title

*Aileen Roswell*  
Procurement Officer

Attorney General Contract, No. KR07-0233-EHS  
which is an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952 by the undersigned Assistant Attorney General, who has determined that it is in the proper form and is within the powers granted under the laws of the State of Arizona to those parties to the Agreement represented by the Attorney General.

The Attorney General, BY:

*Elizabeth Dietz* 4/6/07  
Signature Date

Elizabeth Dietz  
Print Name, Assistant Attorney General

### RESERVED FOR USE BY THE SECRETARY OF STATE

NO. 28854  
Filed with the Secretary of State  
Date Filed: 4/11/07

*Janice K. Brewer*  
Secretary of State

By: *[Signature]*

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**INTERGOVERNMENTAL AGREEMENT  
UNIFORM TERMS & CONDITIONS**

1. **Definition of Terms.** As used in this Contract, the terms listed below are defined as follows:
  - "Attachment" means any document attached to the Contract.
  - "ADHS" means Arizona Department of Health Services
  - "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.
  - "Contract" means the combination of the Uniform and Special Terms and Conditions, the Specifications and Statement or Scope of Work, any Contract Amendments and any terms applied by law.
  - "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.
  - "Contractor" means any person who has a Contract with the Arizona Department of Health Services.
  - "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 the provisions of the State procurement code.
  - "Days" means calendar days unless otherwise specified.
  - "Exhibit," means any item labeled as an Exhibit.
  - "Fixed Price" establishes a set price per unit of service. The set price shall be based on costs, which are reasonable, allowable and allocable.
  - "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.
  - "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 or their designee.
  - "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 the State, becomes an obligation of the State.
  - "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 the Contract.
  - "State" means the State of Arizona and/or the ADHS. For purposes of this Contract, the term "State" shall not include the Contractor.
  
2. **Contract Interpretation.**
  - 2.1 Arizona Law. The law of Arizona applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona.
  - 2.2 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.
  - 2.3 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:
    - 2.3.1 Special Terms and Conditions;
    - 2.3.2 Uniform Terms and Conditions;
    - 2.3.3 Statement or Scope of Work;
    - 2.3.4 Specifications;
    - 2.3.5 Attachments
    - 2.3.6 Exhibits
    - 2.3.7 Referenced Documents
  - 2.4 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.
  - 2.5 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.
  - 2.6 No Parol Evidence. This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document.
  - 2.7 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.

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- 2.8 Headings. Headings are for organizational purposes only and shall not be interpreted as having legal significance or meaning.
3. **Contract Administration and Operation.**
- 3.1 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.
- 3.2 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. The Contractor shall agree that the prices stated in the original Contract shall not be increased in excess of the maximum percentage of increase stated on the Pricing Schedule.
- 3.3 Non-Discrimination. The Contractor shall comply with State Executive Order No. 99-4, as applicable, and all other applicable Federal and State non-discrimination laws, rules and regulations, including, but not limited to Title VII of the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act of 1975, Federal Executive Order 11246, Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, Title VI of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act of 1990 (Public Law 101-336), and all other acts required for compliance with the federal funding source.
- 3.4 Records. Under A.R.S. § 35-214 and § 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 at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.
- 3.5 Audit. Pursuant to A.R.S. § 35-214, at any time during the term of this Contract and five (5) years thereafter, the Contractor's or any subcontractor's books and records shall be subject to audit by the State and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subcontract.
- 3.6 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.
- 3.6.1 Federal Funding. Contractors receiving federal funds under this contract shall comply with the certified finance and compliance audit provision of the Office of Management and Budget (OMB) Circular A-133, if applicable. The federal financial assistance information shall be stated in a Change Order or Purchase Order.
- 3.6.2 State Funding. Contractors receiving state funds under this contract shall comply with the certified compliance provisions of A.R.S. § 35-181.03.
- 3.7 Inspection and Testing. The Contractor agrees to permit access, at reasonable times, to its facilities, subcontractor facilities and the Contractor's processes for producing the materials for inspection of the materials covered under this Contract. The State shall also have the right to test, at its own cost, the materials to be supplied under this Contract. Neither inspection at the Contractor's facilities nor testing shall constitute final acceptance of the materials. If the State determines non-compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the State for testing and inspection.
- 3.8 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.
- 3.9 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.

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3.10 Property of the State.

3.10.1 *Equipment.* 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.

3.10.2 *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 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. **Costs and Payments**

4.1 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.

4.2 Recoupment of Contract Payments.

4.2.1 *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.

4.2.2 *Contracted Services.* 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 multiplying the unit of service cost by the number of services the Contractor did not provide during the Contract term.

4.2.3 *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 4.2.2, Contracted Services.

4.2.4 *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.

4.3 Delivery. Unless stated otherwise in this Contract, all prices shall be F.O.B. Destination and shall include all delivery and unloading at the destinations.

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

4.5 Applicable Taxes.

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

4.5.2 *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

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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.

4.5.3 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.

4.6 Availability of Funds for the Next Fiscal Year. Funds may not be presently available for performance under this Contract beyond the current fiscal year. The State may reduce payments or terminate this contract without further recourse, obligation or penalty in the event that insufficient funds are appropriated. 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. **Contract Changes.**

5.1 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.

5.2 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.

5.3 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.

6. **Risk and Liability**

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

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

6.3 Indemnification - Patent and Copyright. To the extent permitted by A.R.S. § 41-621 and § 35-154, the Contractor shall indemnify and hold harmless the State against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of performance of the Contract or use by the State of materials furnished by or work performed under this Contract. The State shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph.

6.4 Force Majeure.

6.4.1 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.

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- 6.4.2 *Exclusions.* Force Majeure shall not include the following occurrences:
- 6.4.2.1 Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;
  - 6.4.2.2 Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or
  - 6.4.2.3 Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.
- 6.4.3 *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.
- 6.4.4 *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.
- 6.5 Third Party Antitrust Violations. The Contractor assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor toward the fulfillment of this Contract.
7. **Warranties.**
- 7.1 Liens. The Contractor warrants that the materials supplied under this Contract are free of liens.
- 7.2 Quality. Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that, for one year after acceptance by the State of the materials, they shall be:
- 7.2.1 Of a quality to pass without objection in the Contract description;
  - 7.2.2 Fit for the intended purposes for which the materials are used;
  - 7.2.3 Within the variations permitted by the contract and are of even kind, quantity, and quality within each unit and among all units;
  - 7.2.4 Adequately contained, packaged and marked as the Contract may require; and
  - 7.2.5 Conform to the written promises or affirmations of fact made by the Contractor.
- 7.3 Fitness. The Contractor warrants that any material supplied to the State shall fully conform to all requirements of the Contract and all representations of the Contractor and shall be fit for all purposes and uses required by the Contract.
- 7.4 Inspection/Testing. The warranties set forth in subparagraphs 7.1 through 7.3 of this paragraph are not affected by inspection or testing of or payment for the materials by the State.
- 7.5 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.
- 7.6 Survival of Rights and Obligations After Contract Expiration and Termination.
- 7.6.1 *Contractor's Representations and Warranties.* All representations and warranties made by the Contractor under this Contract shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12.510, except as provided in A.R.S. § 12-529, the State is not subject to or barred by any limitations of actions prescribed in A.R.S. Title 12, Chapter 5.
  - 7.6.2 *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

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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.

**8. State's Contractual Remedies.**

8.1 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.

8.2 Stop Work Order.

8.2.1 *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.

8.2.2 *Cancellation or Expiration.* If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.

8.3 Non-exclusive Remedies. The rights and remedies of the State under this Contract are not exclusive.

8.4 Nonconforming Tender. Materials supplied under this Contract shall fully comply with the Contract. The delivery of materials or a portion of the materials in an installment that do not fully comply constitutes a breach of contract. On delivery of nonconforming materials, the State may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its rights and remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.

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

8.6 Right to Purchase Materials or Complete Work. In the case of default, the State shall have the right to procure materials or services to replace those under this Contract in accordance with the Arizona procurement code. The State may recover any reasonable costs from the Contractor by:

- 8.6.1 Deduction from an unpaid balance;
- 8.6.2 Collection against the bid and/or performance bond;
- 8.6.3 An action to recover costs; and/or
- 8.6.4 Any combination of the above or any other remedies as provided by this Contract or law.

**9. Contract Termination**

9.1 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.

9.2 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.

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- 9.3 Suspension or Debarment. The State may, by written notice to the Contractor, immediately terminate this Contract if the State determines that the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body.
- 9.4 Termination for Convenience. The State reserves the right to terminate the Contract in whole or in part at any time, when in the best interests of the State, without penalty or recourse. Upon receipt of the written notice, the Contractor shall immediately stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the State. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R2-7-701 shall apply.
- 9.5 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.
- 9.6 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.
- 9.7.1 Disposition of Property. Upon termination of this Contract, all property of the State, as defined herein, shall be delivered to the ADHS upon demand.
10. Arbitration. Pursuant to A.R.S. § 12-1518, disputes under this Contract shall be resolved through the use of arbitration as follows:
- 10.1 Cases under the Jurisdictional Limit. In all cases filed in superior court in which the court finds or the parties agree that the amount in controversy does not exceed the jurisdictional limit, arbitration shall be used, unless all parties file a written stipulation waiving the arbitration requirement, and the court waives the arbitration requirement on a showing of good cause;
- 10.2 Public Works Contracts. In all claims involving public works contracts, if the amount in controversy is less than one hundred thousand dollars, arbitration shall be used.
11. Communication.
- 11.1 Program Report. The Contractor shall provide program reports in a format approved by ADHS on all activities in the performance of the Contract.
- 11.2 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 its 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.
12. Client Grievances. The Contractor and its subcontractors shall use a procedure through which clients may present grievances about the operation of the program that results in the denial, suspension or reduction of services provided pursuant to this Contract and which is acceptable to and approved by the State. The State, at its discretion, may participate in or review all such grievances within 30 days after the Contractor has submitted its findings for the initial grievance.
13. Insurance.
- 13.1 Type of Insurance. Contractor represents that it is insured and/or self-insured pursuant to:

- |                                     |   |
|-------------------------------------|---|
| <input checked="" type="checkbox"/> | Counties, Cities Towns: A.R.S. §§ 11-952.01 and/or 11-981.                                      |
| <input type="checkbox"/>            | School Districts: A.R.S. §§ 15-382 and/or 15-387.   |
| <input type="checkbox"/>            | Indian Tribes/Federal Government: Contractor represents that it is insured and/or self-insured. |
| <input type="checkbox"/>            | Other: Santa Cruz Valley Union H.S.   |

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- 13.2.1 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.
14. **Fingerprint and Certification Requirements/Juvenile Services.**
- 14.1 Paid and Unpaid Personnel. The Contractor shall ensure that all paid and unpaid personnel who are required or are allowed to provide Services directly to juveniles have obtained class 1 or class 2 fingerprint clearance cards in accordance with A.R.S. §§ 41-1758 et. seq. The Contractor may, when applicable, submit verification of fingerprinting and certification of an employee by the Department of Economic Security, the Department of Corrections or the Arizona Supreme Court to meet this requirement.
- 14.2 Supervision. The Contractor shall ensure and verify that those employees who qualify only for a restricted certification shall be supervised when providing services directly to juveniles.
- 14.3 Costs. The Contractor shall assume the costs of fingerprint certifications and may charge these costs to its fingerprinted personnel.
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. However, such corrections shall be allowed only to the extent that they do not change the intent of the parties or the material terms of the 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 Changes in a written confirmation letter with a copy of the corrected Administrative Change attached.
16. **Funding Cap Changes**. The State shall use a Purchase Order and/or Change Order to make changes that increase and/or decrease federal Funding Caps. For purposes of this paragraph, a "Funding Cap" is defined as the total amount of money allowed by the federal funds.
17. **Cost Reimbursement Contract Changes**. The Contractor and the State agree that, in a Cost Reimbursement contract that is not the result of a bid under A.R.S. §§ 41-2501 et.seq., an increase in the Total Contract Amount, or Increase in the Incremental Cost Amounts and/or relative changes to Levels of Service will not require a Contract Amendment. The State shall use a Purchase Order and/or Change Order to make these changes, and both parties acknowledge that such changes shall be the result of negotiations between the parties. For purposes of this paragraph, "Increase in the Total Contract Amount" means an increase in the total allowable costs indicated on the price sheet, and "Increase in the Incremental Cost Amounts" mean an increase in the individual allowable cost totals for listed expenses as indicated on the price sheet. Levels of Service mean the required units of a particular service. In addition to issuing the Purchase Order or Change Order, the State shall notify the Contractor of the changes in writing with an attached price sheet indicating the changes. The provisions of the Purchase Order or Change Order will be deemed to have been accepted 30 days after the date the State provides notice of the changes to the Contractor, unless within that time, the Contractor notifies the State in writing that it disputes or refuses the terms of the Purchase Order or Change Order.
18. **Comments Welcome**. The State Procurement Office periodically reviews the Uniform Terms and Conditions and welcomes any comments you may have. Please submit your comments to: Procurement Administrator, Department of Health Services, 1740 West Adams, Room 303, Phoenix, Arizona 85007.

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**INTERGOVERNMENTAL AGREEMENT  
SPECIAL TERMS AND CONDITIONS**

**1. CONTRACT CANCELLATION**

**Mutual Termination**

A. The Department or Contractor, in addition to other rights set forth elsewhere in the Contract, may at any time terminate this Contract with thirty (30) days notice in writing specifying the termination date therein. Such notices shall be given by personal delivery or by certified mail, return receipt requested.

B. If the Contractor terminates this Contract, any monies prepaid by ADHS for which no service or benefit was received by ADHS shall be refunded to ADHS within 5 days of the termination notice. In addition, Contractor shall indemnify the State for any sanctions imposed by the funding source as a result of Contractor's failure to complete the Contract.

**2. CONTRACT TYPE**

The Contract shall be a Cost Reimbursement Contract.

**3. FEDERAL AUTHORITY**

The project funded through this Contract is authorized under Section 301(a) of the Public Health Service Act [42 U.S.C. 241 (a)], as amended; Section 311(b) of the Public Health Service Act [42 U.S.C. 243(b)], as amended; and Section 317 of the Public Health Service Act [42 U.S.C. 247(c)], as amended.

**4. COST REIMBURSEMENT CONTRACT CHANGES**

The Contractor and the State agree that, a Cost Reimbursement contract that is not the result of a bid under A.R.S. §§ 41-2501 et. seq., and Increase in the Total Contract Amount or Increase in the Incremental Cost Amounts and/or relative changes to Levels of Service will not require a Contract Amendment. The State shall use a Purchase Order and/or Change Order to make these changes, and both will not require a Contract Amendment. The State shall use a Purchase Order and/or Change Order to make these changes, and both parties acknowledge that such changes shall be the result of negotiations between the parties. For purposes of this paragraph, "Increase in the Total Contract Amount" means an increase in the total allowable costs indicated on the price sheet, and "Increase in the Incremental Cost Amounts" mean an increase in the individual allowable cost totals for listed expenses as indicated on the price sheet. Levels of Service mean the required units of a particular service. In addition to issuing the Purchase Order or Change Order, the State shall notify the Contractor of the changes in writing with an attached price sheet indicating the changes.

The provisions of the Purchase Order or Change Order will be deemed to have been accepted 30 days after the date the State provides notice of the changes to the Contractor, unless within that time, the Contractor notifies the State in writing that it disputes or refuses the terms of the Purchase Order or Change Order.

**5. MONTHLY ADVANCEMENT PAYMENT METHOD**

- a. The Contractor shall prepare a schedule of projected monthly cash requirements for the Contract period.
- b. During the first and the second months of the Contract, the Department shall process advance payments based on the Contractor's schedule of monthly cash requirements.
- c. The Contractor shall prepare and submit a Contractor's Expenditure Report by the thirtieth (30<sup>th</sup>) of each month.
- d. Each advance payment made following receipt of the Contractor's Expenditure Report shall be based on the schedule of monthly cash requirements adjusted for any variance between the amount advanced and the Department approved Contractor's Expenditure Report.
- e. Revisions to Estimated Cash Requirements Schedule shall be approved by ADHS and shall not require an amendment to the contract.

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## 1. BACKGROUND

The Arizona Department of Health Services (ADHS) received supplemental funding from the Centers for Disease Control (CDC) to further develop and enhance the State of Arizona, Public Health Preparedness and Response for Bioterrorism. These funds are to be used to support development and implementation of critical benchmarks as identified in the Scope of Work. The Department has determined that the most expeditious methodology is to partner with the County Health Departments.

## 2. OBJECTIVE

The Objective is to develop a plan along with the timetables and necessary activities to fully implement the Counties partnership role in response to the CDC benchmarks and programmatic methodology requirements of the Scope of Work.

## 3. SCOPE OF WORK

The Scope of Work can be found in the following Tasks a) through i). In addition, the Annual Performance Requirements can be found in Attachment A & B attached hereto and incorporated herein. Attachment A will change each year, as will the estimated budget for the period of August 31<sup>st</sup> through August 30<sup>th</sup>. The County shall submit a detailed Budget based upon their estimated cost associated with continuation of the programmatic Annual Performance Requirements through the contract period, unless terminated, canceled or extended as otherwise provided herein. The county will have the flexibility of making adjustments to the budget categories within 10% of the budgeted amount provided on the approved budget. Any change exceeding 10% allowed shall be requested in writing and shall not be implemented until approved by the ADHS. It is the responsibility of the county health department to coordinate and manage funds under this agreement.

## 4. TASKS

The Contractor must maintain the following tasks:

- a. The county health officer shall maintain a county health department Bioterrorism Coordinator. The Contractor shall submit a copy of the Coordinators resume or curriculum vitae.
- b. Maintain a detailed plan for 24/7 response to bioterrorism along the guidelines and deliverables for the current year.
- c. Maintain a time line for the development of county-wide plans for bioterrorism preparedness and response for a bioterrorism event, infectious disease outbreak, or other public health emergency.
- d. Maintain a timeline and a plan to identify personnel to be trained, to receive and distribute critical stockpile items and manage a mass distribution of vaccine and/or antibiotics on a 24 hours a day, 7 days a week basis.
- e. Maintain a plan to receive and evaluate urgent disease reports from all parts of the jurisdiction on a 24 hours a day, 7 days a week basis. Maintenance of the plan should include participation in state-wide electronic disease surveillance initiatives.
- f. Maintain a plan to enhance risk communication and information dissemination to educate the public regarding exposure risks and effective public response.

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- g. Assess training needs with special emphasis on emergency department personnel, infectious disease specialists, public health staff, and other health care providers. The contractor shall submit a report detailing the training needs for their geographical area.
- h. The contractor shall submit an annual budget based upon the cost reimbursement budgetary guidelines and worksheets previously provided. The contractor shall submit the completed budget on or before a date determined annually by the CDC and the State. The contractor will be advised by correspondence from the ADHS Bureau of Emergency Preparedness and Response on the available funding amounts on or before August 31<sup>st</sup>. The funding will be based on required critical and enhanced capacities for the counties geographical area. Upon receipt of funding communication, the contractor shall prepare and submit a detailed budget for the period of August 31<sup>st</sup> through the following August 30<sup>th</sup> of each budget year.
- i. All of the requirements, tasks, action items and deliverables must be performed in Attachment A & B.

**5. DELIVERABLES**

- a) A copy of the Coordinator's resume or curriculum vitae.
- b) A report detailing the training needs for the contractor's geographical area.
- c) An annual budget
- d) Annual Performance Requirements listed in Attachment A & B.

**6. ANNUAL PERFORMANCE REQUIREMENTS**

See Attachment A & B.

**7. Notices, Correspondence and Reports**

Programmatic Notices, Correspondence and Reports from the Contractor to the Arizona Department of Health Services (ADHS) shall be mailed to:

Office Chief  
Office of Bioterrorism and Epidemic Detection and Response  
3815 N. Black Canyon Hwy.  
Phoenix, AZ 85015

Notice, Correspondence and Reports from ADHS to the Contractor shall be mailed to:

Bioterrorism Coordinator  
Gila County Health Department  
1400 E. Ash St.  
Globe, Az. 85501

Invoices, Financial Questions and Correspondence from the Contractor to ADHS shall be mailed to:

Administrative Service Officer II  
Office of Bioterrorism and Epidemic Detection and Response  
1740 W. Adams, Rm. 206  
Phoenix, AZ 85007

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## Attachment A

### Annual Performance Requirements

#### **Goal 1: Prevent**

**Increase the use and development of interventions known to prevent human illness from chemical, biological, radiological agents, and naturally occurring health threats.**

1. Encourage participation by the County Health Officer or designated official in the Senior Advisory Committee (SAC).
2. Provide a summary of the progress made on updating the Public Health Emergency Response Plan, including annexes on the top three targets/hazards identified in the Hazard Vulnerability Analysis (HVA). Also include plans/annexes for Smallpox/Mass Vaccination, Strategic National Stockpile (SNS), and Pandemic Influenza, in the semi-annual report given to Arizona Department of Health Services (ADHS). Provide all National Incident Management System (NIMS)-compliant plans with the Local Health Officer's signature indicating approval of each plan by the end of the annual reporting period. Provide a summary of the progress made in developing continuity of operations strategies and in addressing public health responder needs, including Personal Protective Equipment (PPE), heat stress, and rest cycles, by the end of the annual reporting period.
3. Document any new public health emergency response related mutual aid agreements with other jurisdictions and agencies annually. Provide updates to the Mutual Aid Matrix on the SIREN website as needed.
4. Provide a summary of participation in workgroups, meetings, or discussions related to state and local isolation and quarantine planning efforts in the semi-annual report. Update and submit all applicable plans by the end of the annual reporting period.
5. Provide a summary of the progress made on updating the behavioral health elements in plans in the semi-annual report. Update and submit all applicable plans detailing behavioral health elements by the end of the annual reporting period.
6. *Centers for Disease Control (CDC) Performance Measure 1:* Identify primary and secondary staff as well as document their contact information into the county's Emergency Response Notification Form located on the SIREN website for the following core functional Incident Command System roles: Incident Commander, Public Information Officer, Safety Officer, Operations Section Chief, Planning Section Chief, Logistics Section Chief and Finance/Administration Section Chief.

**Optional Performance Requirement 1.** Develop a plan to purchase, store, pre-position, and rotate antivirals and/or antibiotics for any or all of the following: county health department staff, volunteers, and families, or any combination thereof. The plan should identify pharmaceuticals to be purchased, those individuals to be covered by the pharmaceuticals, amounts/doses, and a budget to include the cost of medication, plan implementation, and storage.

**Optional Performance Requirement 2.** If the county chooses to procure additional PPE, update inventory to include expiration dates and information on secure storage. If choosing to purchase N-95 masks, develop a fit-testing program to ensure appropriate mask use by public health first responders.

#### **Goal 2: Detect and Report**

**Decrease the time needed to classify health events as terrorism or naturally occurring in partnership with other agencies.**

1. Use MEDSIS 2.0 as primary disease surveillance system within three months of ADHS implementation. Provide the date this activity was met.
2. Infection control practitioners at all community and tertiary care hospitals should be trained on MEDSIS and

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reporting to MEDSIS by the end of the grant year (August 30, 2007). Counties with 3 or fewer hospitals will recruit additional facilities such as community health centers and large private clinics.

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## Attachment B

### Annual Performance Requirements for Pan Flu II

**Action Item #1:** Establish a County Pandemic Influenza Coordinating Committee to coordinate planning. Provide copies of the committee roster, committee meeting agendas and minutes in the semi annual and annual report.

**Action Item #2:** Update and submit a county pandemic influenza response plan to Arizona Department of Health Services (ADHS) by June 1, 2007. The additions or updates to the plan include documenting local processes and systems to:

- 2a) Communicate with healthcare providers regarding infection control guidelines and community containment measures.
- 2b) Provide public health risk communication updates and message collaboration for pandemic influenza to key stakeholders as the pandemic unfolds.
- 2c) Ensure contingency planning measures are in place to appropriately manage absenteeism among public health department staff and stakeholders during an influenza pandemic.
- 2d) Develop or enhance psychosocial support services including educational and training materials for employees who participate in or provide support for the response to public health emergencies such as an influenza pandemic.

**Action Item #3:** Develop a plan to activate non-pharmacological interventions in the community. The plan as per CDC pandemic influenza phase II grant guidance should include: home isolation of patients and quarantine of household contacts, social distancing, measures such as the closure of schools and workplaces, reduced public transport, cancellation of mass gatherings and public education on measures such as hand and respiratory hygiene. Additional updates to the plan that take place later in the grant year as a result of lessons learned in exercises shall be submitted as part of the annual report.

**Action Item #4:** Incorporate into existing mass vaccination and Strategic National Stockpile (SNS) plans, a description of the logistics for receipt, storage, security, monitoring and administration of pandemic influenza vaccines and antivirals. Include plans for limited vaccine and antiviral availability and prioritization of population groups. Take into account the potential for administration of vaccines subject to Investigational New Drug (IND) or Emergency Use Authorization (EUA).

**Action Item #5:** Develop and implement a pandemic influenza preparedness exercise program to include the CDC's priority exercises prescribed below: The exercises should be conducted throughout the budget period and involve community and regional partners. These exercises may be combined with other exercises scheduled by partner agencies to reduce the burden on public health department exercise planners and participants.

5a) Non-pharmacological interventions and community containment plans to help contain the spread of pandemic influenza – with an emphasis on school closing, decisions and discouragement of large public gatherings.

5b) Medical surge components to accommodate influenza victims.

5c) Conduct seasonal influenza vaccination clinics to exercise local/regional mass prophylaxis capabilities including receipt, distribution, storage, security and points of dispensing operations including monitoring and administration of vaccine

5d) Incorporate the components listed under **Action Item #2** into the operational exercises of the local influenza pandemic response plan during the budget period.

**Action Item #6:** Continue to enroll sentinel sites for influenza-like illness surveillance and conduct follow-up of those sites in conjunction with ADHS staff.

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6a) Encourage sentinel sites which are reporting during the traditional influenza season to continue reporting year-round, with at least one site per 500,000 population enrolled and reporting during the summer months. (Performance will be measured through the CDC sentinel site system; counties do not need to submit a status report.) Conduct outreach to school administrations and nurses to educate them about and encourage participation in weekly absenteeism and influenza-like illness surveillance. Provide a summary of name and date of schools contacted and enrolled in absenteeism and/or influenza-like illness systems in the semi-annual and annual report.

**Action Item #7:** Follow up on laboratory reports of influenza reported during the non-traditional influenza surveillance season (summer) by identifying whether any reported cases are hospitalized. For any hospitalized cases identified during the summer, collect specimens for submission to the State Laboratory for confirmation and typing on at least 50% of cases, and identify any travel/risk factors. Provide a summary of the proportion of cases reported during the summer with hospitalization status identified and the proportion of those hospitalized cases with specimens submitted in the semi-annual and annual report.

**Action Item #8:** Develop methods for conducting year-round surveillance for influenza associated mortality.

8a) Develop a system for receiving notification of influenza-associated deaths within one month of death. Assess feasibility of maintaining system during a pandemic event. Provide a brief description in the semi-annual and annual report of the system to be used, the median time to reporting of cases, and feasibility of maintaining the system

8b) Discuss reporting of influenza-associated pediatric deaths (age  $\leq 18$  years) with hospital infection control practitioners. Provide a summary of the proportion of pediatric cases reported by providers in semi-annual and annual report.

**Action Item #9:** Participate in ADHS-coordinated meetings to discuss:

9a) Delineation of roles of state and local surveillance staff during enhanced surveillance.

9b) Coordination of state-wide surveillance activities with tribal entities and IHS.

**Action Item #10:** Maricopa County Department of Public Health only: Explore systems to identify airport/travel associated import of influenza-like illness.

10a) Meet with Sky Harbor Airport administration, in conjunction with ADHS, to discuss the extent of centralized absenteeism information, willingness and method of sharing absenteeism information. Provide a summary of meeting participants, brief description of issues discussed and outcome of discussions, including any threshold reached for notification to public health in the semi-annual and annual report.

10b) Meet with MedAire, Sky Harbor Airport administration, and Phoenix Fire Department administration, in conjunction with ADHS, to explain the public health need to report suspect cases of pandemic influenza, to determine the content and method of reporting, and under what conditions this reporting might occur. Provide a summary of meeting participants, brief description of issues discussed and outcome of discussions, including any protocols and/or procedures in the semi-annual and annual report.

**Action Item #11:** In coordination with the activities from the CDC Public Health Emergency Preparedness Cooperative Agreement, begin meeting with a prioritized list of hospitals to assess willingness and capacity to transmit clinical/hospital utilization data for early event detection. Recruit, as feasible, local hospitals to transmit hospital data to a Public Health Information Network (PHIN)-Compliant Early Event Detection System. Provide a summary of activities including number and name of hospitals contacted, dates contacted and number of hospitals transmitting hospital utilization data in the semi-annual and annual report.

**Action Item #12:** Update the Pandemic Influenza Planning Self-Assessment – Local Public Health.

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### Price Sheet/Fee Schedule

**CONTRACT #: HG754195**  
**CONTRACTOR'S NAME: Gila County**

| Description   | Quantity | Unit Rate | Extended Price       |
|---|----------|-----------|----------------------|
| CDC Emergency Preparedness and Response (See Deliverables Attachment A) |          |           | \$ 299,870.00        |
|   |          |           |                      |
| Pandemic Influenza Phase II (See Deliverables Attachment B)             |          |           | \$ 72,889.00         |
|   |          |           |                      |
|   |          |           |                      |
|   |          |           |                      |
|   |          |           |                      |
| <b>Total</b>  |          |           | <b>\$ 372,759.00</b> |