ORIGINAL CONTRACT

INTERGOVERNMENTAL AGREEMENT (IGA)

Contract No. ADHS12-007886

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

Project Title: Emergency Preparedness

Begin Date: 8/31/11

Geographic Service Area: Arizona

Termination Date: 8/30/16

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

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

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

Arizona Transaction (Sales) Privilege: _____

Federal Employer Identification No: _____

Tax License No: _____

Contractor Name: Gila County Health and Emergency Services

Address: 5515 S Apache Ave, Suite 400

Globe, AZ 85501

FOR CLARIFICATION, CONTACT:

Name: Michael O'Driscoll, Director

Phone: 928-402-8767

FAX No: 928-425-7714

CONTRACTOR SIGNATURE:

The Contractor agrees to perform all the services set forth in the Agreement and Work Statement. In accordance with A.R.S 35-391 06 and A.R.S 35-393 06, the Contractor hereby certifies that the Contractor does not have scrutinized business operations in Sudan or Iran

Tommie C Martin 12/6/11

Signature of Person Authorized to Sign Date

Tommie C. Martin, Chairman

Print Name and Title

Gila County Board of Supervisors

This Contract shall henceforth be referred to as Contract No. ADHS12-007886 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 14th day of December, 2011

Christine Rich

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

Bryan Chambers 12/6/2011

Signature of Person Authorized to Sign Date

Bryan Chambers, Chief Deputy County Attorney

Print Name and Title

Attorney General Contract, No. PIGA2011000344, 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:

Debt M Stein 12/14/2011

Signature Date

Assistant Attorney General: ~~Ronald E. Johnson~~ Debt Stein

RESERVED FOR USE BY THE SECRETARY OF STATE

Under House Bill 2011, A.R.S. § 11-952 was amended to remove the requirement that Intergovernmental Agreements be filed with the Secretary of State.

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

2 **Contract Type.**

This Contract shall be: (check one)

_____ Fixed Price
__X__ Cost Reimbursement
_____ Not to Exceed

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;

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

4 4 Non-Discrimination The Contractor shall comply with State Executive Order No 2009-09 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act

4 5 Records and Audit Under A R S § 35-214 and A R S § 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other records ("records") relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract All records shall be subject to inspection and audit by the State and where applicable the Federal Government at reasonable times Upon request, the Contractor shall produce a legible copy of any or all such records

4 6 Financial Management For all contracts, the practices, procedures, and standards specified in and required by the Accounting and Auditing Procedures Manual for the ADHS funded programs shall be used by the Contractor in the management of Contract funds and by the State when performing a Contract audit Funds collected by the Contractor in the form of fees, donations and/or charges for the delivery of these Contract services shall be accounted for in a separate fund

4 6 1 *Federal Funding* Contractors receiving federal funds under this Contract shall comply with the certified finance and compliance audit provision of the Office of Management and Budget (OMB) Circular A-133, if applicable. The federal financial assistance information shall be stated in a Change Order or Purchase Order

4 6 2 *State Funding* Contractors receiving state funds under this Contract shall comply with the certified compliance provisions of A.R.S § 35-181 03

4 7 Inspection and Testing The Contractor agrees to permit access, at reasonable times, to its facilities

4 8 Notices Notices to the Contractor required by this Contract shall be made by the State to the person indicated on the signature page by the Contractor, unless otherwise stated in the Contract Notices to the State required by the Contract shall be made by the Contractor to an ADHS Procurement Officer, unless otherwise stated in the Contract An authorized ADHS Procurement Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice, and an amendment to the Contract shall not be necessary

4 9 Advertising and Promotion of Contract The Contractor shall not advertise or publish information for commercial benefit concerning this Contract without the prior written approval of an ADHS Procurement Officer

4 10 Property of the State

4 10 1 *Equipment* Except as provided below or otherwise agreed to by the parties, the title to any and all equipment acquired through the expenditure of funds received from the State shall remain the property of the State by and through the ADHS and, as such, shall remain under the sole direction, management and control of the ADHS When this Contract is terminated, the disposition of all such property shall be determined by the ADHS For Fixed Price contracts, when the Contractor provides the services/materials required by the Contract, any and all equipment purchased by the Contractor remains the property of the Contractor All purchases of equipment need to be reported to the ADHS Office of Inventory Control

4 10 2 *Title and Rights to Materials* As used in this section, the term "Materials" means all products created or produced by the Contractor under this Contract, including, but not limited to: written and

electronic information, recordings, reports, research, research findings, conclusions, abstracts, results, software, data and any other intellectual property or deliverables created, prepared, or received by 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

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

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

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 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

4 12 E-Verify Requirements In accordance with A R S § 41-4401, Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A R S § 23-214, Subsection A

4 13 Scrutinized Businesses In accordance with A R S § 35-391 and A R S § 35-393, Contractor certifies that the Contractor does not have scrutinized business operations in Sudan or Iran

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 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 materials shall remain with the Contractor regardless of receipt

7 2 Mutual Indemnification Each party (as "Indemnitor") agrees to indemnify, defend and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such claims, which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees or volunteers

7 3 Indemnification - Patent and Copyright To the extent permitted by A R S § 41-621 and A R S § 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

7 4 Force Majeure.

7 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

7 4 2 *Exclusions* Force Majeure shall not include the following occurrences:

7 4 2 1 Late delivery of Materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;

7 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

7 4 2.3 Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits

7 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

7 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

7 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 for or toward the fulfillment of this Contract

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

8 1 Liens The Contractor agrees that the Materials supplied under this Contract are free of liens In the event the Materials are not free of liens, Contractor shall pay to remove the lien and any associated damages or replace the Materials with Materials free of liens

8 2 Quality Unless otherwise modified elsewhere in these terms and conditions, the Contractor agrees that, for one year after acceptance by the State of the Materials, they shall be:

8 2 1 Of a quality to pass without objection in the Contract description;

8 2 2 Fit for the intended purposes for which the Materials are used;

8 2 3 Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;

8 2 4 Adequately contained, packaged and marked as the Contract may require; and

8 2 5 Conform to the written promises or affirmations of fact made by the Contractor

8 3 Inspection/Testing Subparagraphs 8 1 through 8 2 of this paragraph are not affected by inspection or testing of or payment for the Materials by the State

8 4 Compliance With Applicable Laws The Materials and services supplied under this Contract shall comply with all applicable federal, state and local laws, and the Contractor shall maintain all applicable license and permit requirements.

8 5 Survival of Rights and Obligations After Contract Expiration and Termination.

8 5 1 *Contractor's Representations* All representations and warranties made by the Contractor under this Contract in paragraphs 7 and 8 shall survive the expiration or termination hereof In addition, the parties hereto acknowledge that pursuant to A R S § 12.510, except as provided in A.R S § 12-529, the State is not subject to or barred by any limitations of actions prescribed in A.R S Title 12, Chapter 5

8 5 2 *Purchase Orders and Change Orders* Unless otherwise directed in writing by the Procurement Officer, the Contractor shall fully perform and shall be obligated to comply with all Purchase Orders and Change Orders received by the Contractor prior to the expiration or termination hereof, including, without limitation, all Purchase Orders and Change Orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract

9 **State's Contractual Remedies**

9 1 Right to Assurance If the State, in good faith, has reason to believe that the Contractor does not intend to, or is unable to, perform or continue performing under this Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the State's option, be the basis for terminating the Contract

9 2 Stop Work Order

9 2 1 *Terms* The State may, at any time, by written order to the Contractor, require the Contractor to stop all or any part of the work called for by this Contract for a period up to ninety (90) Days after the order is delivered to the Contractor, and for any further period to which the parties may agree The order shall be specifically identified as a stop work order issued under this clause Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage

9 2 2 *Cancellation or Expiration* If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly

9 3 Non-exclusive Remedies The rights and remedies of ADHS under this Contract are not exclusive, and ADHS is entitled to all rights and remedies available to it, including those under the Arizona Uniform Commercial Code and Arizona common law

9 4 Right of Offset The State shall be entitled to offset against any sums due the Contractor in any Contract with the State or damages assessed by the State because of the Contractor's non-conforming performance 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 Contact pursuant to this Section, the State shall pay the Contractor the Contract price for all Services and Materials completed up to the date of termination. In a fixed price contract, the State shall pay the amount owed for the Services or Materials by multiplying the unit of service or item cost by the number of unpaid service units or items. In a cost reimbursement contract, the ADHS shall pay for any costs that the Contractor can document as having been paid by the Contractor and approved by ADHS. In addition, the Contractor will be paid its reasonable actual costs for work in progress as determined by GAAP up to the date of termination. Upon such termination, the Contractor shall deliver to the ADHS all deliverables completed. ADHS may require Contractor to negotiate the terms of any remaining deliverables still due.

10.5 Mutual Termination. This Contract may be terminated by mutual written agreement of the parties specifying the termination date and the terms for disposition of property and, as necessary, submission of required deliverables and payment therein.

10.6 Termination for Default. The State reserves the right to terminate the Contract in whole or in part due to the failure of the Contractor to comply with any material obligation, term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. In the event the ADHS terminates the Contract in whole or in part as provided in this paragraph, the ADHS may procure, upon such terms and in such manner as deemed appropriate, Services or Materials, similar to those terminated, and Contractor shall be liable to the ADHS for any excess costs incurred by the ADHS in obtaining such similar Services or Materials.

10.7 Continuation of Performance Through Termination. Upon receipt of the notice of termination and until the effective date of the notice of termination, the Contractor shall perform work consistent with the requirements of the Contract and, if applicable, in accordance with a written transition plan approved by the ADHS. If the Contract is terminated in part, the Contractor shall continue to perform the Contract to the extent not terminated. After receiving the notice of termination, the Contractor shall immediately notify all subcontractors, in writing, to stop work on the effective date of termination, and on the effective date of termination, the Contractor and subcontractors shall stop all work.

10.8 Disposition of Property. Upon termination of this Contract, all property of the State, as defined herein, shall be delivered to the ADHS upon demand.

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

12 **Communication**

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

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

13 **Client Grievances.** If applicable, the Contractor and its subcontractors shall use a procedure through which

clients may present grievances about the operation of the program that result in the denial, suspension or reduction of services provided pursuant to this Contract and which is acceptable to and approved by the State

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

15 **Fingerprint and Certification Requirements/Juvenile Services.**

15 1 Paid and Unpaid Personnel The Contractor shall ensure that all paid and unpaid personnel who are required or are allowed to provide Services directly to juveniles have obtained fingerprint clearance cards in accordance with A R S § 41-1758 et seq

15 2 Costs. The Contractor shall assume the costs of fingerprint certifications and may charge these costs to its fingerprinted personnel

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

17 **Survival of Terms After Termination or Cancellation of Contract** All applicable Contract terms shall survive and apply after Contract termination or cancellation to the extent necessary for Contractor to complete and for the ADHS to receive and accept any final deliverables that are due after the date of the termination or cancellation

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

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 Government Information Technology Agency (GITA), Statewide Information Security and Privacy Office (SISPO) Chief Privacy 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

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 GITA/SISPO Chief Privacy Officer and HIPAA Coordinator

19. **Comments Welcome** The ADHS Procurement Office periodically reviews the Uniform Terms and Conditions and welcomes any comments you may have Please submit your comments to: ADHS Procurement Administrator, Arizona Department of Health Services, 1740 West Adams, Suite 303, Phoenix, Arizona, 85007

A. **Background**

The Arizona Department of Health Services (ADHS) receives supplemental funding from the Centers for Disease Control and Prevention (CDC) to further develop and enhance the State of Arizona, Bureau of Public Health Emergency Preparedness (PHEP) These funds are used to support development and implementation of Tasks in this Scope of Work The ADHS has determined that the most expeditious methodology to enhance these Tasks is to partner with the County Health Departments

B. **Objective**

Develop plans along with the timetables and necessary activities to fully implement the Contractor's partnership role in response to the CDC capabilities and the programmatic methodology requirements of the Scope of Work

C. **Scope of Work**

The Contractor shall:

1 The Scope of Work can be found in the following Tasks In addition, the Annual Performance Requirements can be found in Attachment A hereto and incorporated herein Attachment A will change each year, as will the estimated budget for the period of August 31st through August 30th The Contractor 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. This Budget shall be submitted in the online Budget Tool format as provided by PHEP The Contractor shall have the flexibility of making adjustments to the Budget categories within ten percent (10%) of the budgeted amount provided on the approved Budget. Any change exceeding ten percent (10%) shall be requested in writing on the Budget Tool and shall not be implemented until approved electronically by the ADHS It is the responsibility of the Contractor to coordinate and manage funds under this Contract

D. **Tasks**

The Contractor shall:

1 Maintain a Contractor's Public Health Emergency Preparedness Coordinator;

2 Maintain a detailed plan for 24/7 response to Public Health Emergencies along the guidelines and deliverables for the current year;

3 Maintain a timeline for the development of county-wide plans for Public Health Emergencies, preparedness for a bioterrorism event, infectious disease outbreak, or other public health emergency;

4 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 twenty-four (24) hours a day, seven (7) days a week basis;

5 Maintain a plan to receive and evaluate urgent disease reports from all parts of the jurisdiction on a twenty-four (24) hours a day, seven (7) days a week basis Maintenance of the plan shall include participation in state-wide electronic disease surveillance initiatives;

6 Maintain a plan to enhance risk communication and information dissemination to educate the public regarding exposure risks and effective public response; and

7 Submit an annual Budget based upon the cost reimbursement budgetary guidelines and the Budget Tool provided online at Health Services Portal The Contractor shall submit the completed Budget on or before

a date determined annually by the CDC and the State The Contractor shall be advised by correspondence from the ADHS PHEP on the available funding amounts on or before August 31st The funding shall be based on required critical and enhanced capacities for the Contractor's geographical area Upon receipt of funding communication, the Contractor shall prepare and submit a detailed Budget for the period of August 31st through the following August 30th of each Budget year The Contractor shall meet all reporting requirements for federal funding, including those years in which a match requirement is established

E. Annual Performance Requirements

The Contractor shall perform the requirements in Attachment A

F. Deliverables

The Contractor shall:

1 Maintain a person appointed as liaison and PHEP coordinator for this grant funding;

2 Provide an annual budget with all federal funding documentation required;

3 Provide Annual Performance Requirements as listed and distributed annually See Attachment A; and

4 Be prepared to open their Emergency Operations Centers for all designated emergencies

G. Notices, Correspondence and Reports

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

Arizona Department of Health Services
Public Health Emergency Preparedness
Bureau Chief
150 N 18th Avenue, #150
Phoenix, AZ 85007

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

Gila County Health and Emergency Services
5515 S Apache Ave, Suite 400
Globe, AZ 85501
Attn: Leana Asberry
Phone: 928-402-8805
lasberry@co gila.az us

PRICE SHEET
Gila County

Cost Reimbursement

Description	Quantity	Unit Rate	Extended Price
CDC Deliverables for Public Health Emergency Preparedness - PHEP	1	Year	$ 155,256 00
Total			**$ 155,256.00**

FY 11-12

County and Tribal Public Health Emergency Preparedness Deliverables

BP11
Budget Year 2011-2012

Tier Definitions[1]

Tier I:
Allocation of
$300,000.00 and up

Tier II:
Allocation of
$150,000.00 to $299,999.99

Tier III:
Allocation of
$50,000.00 to $149,999.99

Tier IV:
Allocation of
$0.01 to $49,999.99

1. **EVIDENCE BASED PERFORMANCE MEASURES AND BENCHMARKS**
Report on the following performance measures in the semi-annual and annual progress reports.
Note: the CDC performance measures below are the same for the State and local level.

Emergency Notification System Maintenance
Tiers I, II & III shall:

1.1 Confirm the accuracy of the primary, secondary and tertiary contact information for all eight (8) Incident Command System functional roles at least once every six (6) months. Submit ADHS provided template to the Health Services Portal (HSP).

1.2 Update the "County/Tribal Public Health Emergency Contact Information Sheet" and post to HSP every six (6) months and notify Preparedness Coordinator of location

This sheet shall be updated to include contact information for the primary, secondary and tertiary individual for the following eight (8) Incident Command System roles: Incident Commander, Public Information Officer, Safety Officer, Liaison Officer, Operations Section Chief, Planning Section Chief, and Finance/Administration Section Chief. The contact information for each individual shall include: ICS title, individual's name, individual's non-emergency position title, office telephone number, mobile telephone number, home telephone number and email address.

1.3 Test the notification system twice a year. One (1) test shall be unannounced and occurring outside of regular business hours. This unannounced test shall occur within the first six (6) months of the grant cycle. This can be demonstrated as a response to a real incident, as a stand-alone drill or as part of a functional or full scale exercise.

The tests shall capture the following metrics:

PERCENT CONTACTED: The percentage of primary and secondary key response staff that the public health agency successfully contacts without using electric grid power and primary land-line telephone service.

The mean time for this to be completed is sixty (60) minutes.

The numerator to be captured is the number of partners who responded in each of the following categories:

1. 0.00 to 15.00 minutes
2. 15.00 to 30.00 minutes
3 30.00 to more minutes

The denominator to be captured is the number of response partners to whom the communication was sent.

NOTIFICATION TIME: The time to notify all primary and secondary staff, with public health agency Incident Command System functional responsibilities, that the public health agency Emergency Operations Center (EOC) is being activated.

The mean time for this to be completed is sixty (60) minutes from the time the public health director or designated official begins notifying the pre-identified primary staff and secondary or tertiary staff, as necessary.

REPORT TIME: The amount of time for primary and secondary staff, with public health agency Incident Command System functional responsibilities, to report for duty at the public health agency EOC. The EOC utilized may be the public health agency's primary, secondary or virtual location. An example of a virtual EOC could be a secure telephone conference line.

The mean time for this to be completed is one hundred fifty (150) minutes from the time the public health director or designated official begins notifying the pre-identified primary staff and secondary or tertiary staff, as necessary, that the public health agency EOC shall be activated.

2. EXERCISES AND IMPROVEMENTS

2.1 Tier I Partners

2.1.1 Participate in the 2011-2012 ADHS Training and Exercise Planning Workshop. Provide the agency specific HSEEP compliant Training and Exercise Plan (TEP) to ADHS no later than October 14, 2011;

2.1.2 Conduct or participate in at least two (2) public health emergency exercises developed in accordance with HSEEP standards. Submit the After Action Reports and Improvement Plans for each exercise to ADHS by August 9, 2012;

2.1.3 Conduct a minimum of three (3) different DSNS drills One (1) shall occur by December 30, 2011 with the remaining two (2) to be completed by August 9, 2012. These shall be conducted in conjunction with required exercises or on their own. The associated templates shall be completed and provided to ADHS by January 13, 2012 and August 10, 2012 respectively

2.1.3.1 Dispensing through-put data collection
2.1.3.2 Decision Making Assessment Tool
2.1.3.3 Facility Set Up
2.1.3.4 Pick List Generation

2.1.4 Participate in Hospital Preparedness Program (HPP) exercises with local hospitals and ADHS staff. Exercise support activities may include exercise simulation, participation in communication pathways, partial or full activation of emergency operation centers, and participation in exercise design and evaluation meetings.

2.1.5 Regional Meeting Attendance: The public health emergency coordinator or designee shall attend each of the ADHS quarterly region meetings conducted within their region. These meetings shall provide an opportunity for collaboration with Tribal, County and Healthcare partners.

2.2 Tier II Partners

2.2.1 Participate in the 2011-2012 ADHS Training and Exercise Planning Workshop.

2.2.2 Conduct at least one (1) DSNS drill by August 9, 2012. This drill may be conducted in conjunction with a larger exercise or on their own. The associated data tool shall be completed and provided to ADHS by August 9, 2012.

2.2.2.1 Dispensing through-put data collection
2.2.2.2 Decision Making Assessment Tool
2.2.2.3 Facility Set Up
2.2.2.4 Pick List Generation

2.2.3 Participate in Hospital Preparedness Program (HPP) exercises with local hospitals and ADHS staff. Exercise support activities may include exercise simulation, participation in communication pathways, partial or full activation of emergency operation centers, and participation in exercise design and evaluation meetings

2.2.4 Regional Meeting Attendance: The public health emergency coordinator or designee shall attend each of the ADHS quarterly region meetings conducted within their region. These meetings shall provide an opportunity for collaboration with Tribal, County and Healthcare partners

2.3 Tier III Partners

2.3.1 Participate in the 2011-2012 ADHS Training and Exercise Planning Workshop.

2.3.2 If the Tier III partner plans to establish its own point(s) of dispensing in an emergency situation, then conduct at least one (1) DSNS drill by August 9, 2012. These drills shall be conducted in conjunction with a larger exercise or on their own. The associated data tool shall be completed and provided to ADHS by August 9, 2012.

2.3 2.1 Dispensing through-put data collection
2.3 2.2 Decision Making Assessment Tool
2.3.2.3 Facility Set Up
2.3.2.4 Pick List Generation

2.3.3 Participate in Hospital Preparedness Program (HPP) exercises with local hospitals and ADHS staff. Exercise support activities may include exercise simulation, participation in communication pathways, partial or full activation of emergency operation centers, and participation in exercise design and evaluation meetings.

2.3 4 Regional Meeting Attendance: The public health emergency coordinator or designee shall attend each of the ADHS quarterly region meetings conducted within their region. These meetings shall provide an opportunity for collaboration with Tribal, County and Healthcare partners.

2.4 Tier IV Partners

2.4 1 Response Plan: Submit an all hazards public health emergency response plan. This plan shall be submitted to the ADHS BPHEP Preparedness Coordinator via HSP.

2.4.2 Regional Meeting Attendance: The public health emergency coordinator or designee shall attend each of the ADHS quarterly region meetings conducted within their region. These meetings shall provide an opportunity for collaboration with Tribal, County and Healthcare partners.

3. ACTIVITIES

Report on the following activities in the semi-annual and annual progress reports.

3 1 Tiers I, II & III Partners

3.1.1 Domain Specific Reporting: During each quarter, sub-recipients shall be required to focus on the resource elements that are designated as "priority" items by the CDC. ADHS staff will produce a document before the start of each quarter that summarizes the priority resource elements for the quarter. Sub-recipients shall be required to review plans according to these priority resource elements or demonstrate that current plans are already sufficient. In many cases, local jurisdictions shall have already met the planning requirements In some cases, additional plans or plan components shall be required.

Planning, training, and exercise activities for each quarter shall be limited to the specified domain and capabilities. It is understood that scheduling conflicts may require topics to be addressed outside of their assigned quarter, but sub-recipients shall make every effort to schedule activities according to the domain schedule where possible.

3.1 2 Pandemic Influenza Response Plans: Update and submit the pandemic influenza response plans, based on improvements identified in the 2009 H1N1 response by October 14, 2012.

Epidemiology

3.1.3 MEDSIS: County Partners shall designate and maintain a MEDSIS liaison, recruit and train additional external facilities on MEDSIS, and work with tribal health departments that are implementing MEDSIS. Tribal Partners shall work with ADHS to determine how or if they can utilize MEDSIS. The MEDSIS liaison is responsible for requesting/approving new users and informing ADHS when users should be removed. See Epidemiology Notes for details and reporting.

CIFOR EVALUATION: (County Only) County Partners shall have at least one (1) staff member participate in the CIFOR food borne disease toolkit evaluation.

3.1.4 SNS Program: Partners are required to attend a regional inventory system training delivered by ADHS before the midpoint of the grant cycle.

An annual site assessment of primary and secondary RSS Warehouse locations shall be conducted and documentation submitted to ADHS SNS Program Coordinator by August 9, 2012.

3.1 5 Corrective Actions: Ensure after action reports (AAR) and improvement plans (IP) are generated for any public health emergency exercise or real world event in which the public health entity participates and has a role. After action reports and improvement plans shall not need to be developed for the DSNS drills, if they are conducted as stand-alone drills.

Track and manage corrective actions identified in responses and exercises. Provide a description of the methodology used to track and manage the corrective actions.

3.2 Tiers I & II Partners

Epidemiology

3.2.1 On-Call Testing: (County Only) Participate in semi-annual State testing of the communicable disease on-call system using local and ADHS developed protocols, and provide a description of additional steps that would be taken by their department to investigate the disease.

3.2.2 Reporting: (County Only) Indicate the number of reports received, investigations conducted, specimens collected, and responses with epidemiologist involvement for: suspected outbreaks; suspect cases of select agents, measles, meningococcal disease or rubella; and non-communicable disease incidents.

3.2.3 Planning: Develop an operational plan for urgent, suspect infectious diseases for a) collection and submission of specimens to the state laboratory, and b) obtaining and administering prophylaxis for individual contacts in a non-mass prophylaxis setting

3.2.4 County / Tribal Coordination: Meet with coordinating partners semi-annually and list dates and agencies involved for working with a) tribal entities or Indian Health Services, and b) other agencies or health department divisions, on communicable disease surveillance or investigations.

3 3 Tier II & III Partners

Epidemiology

3.3.1 Communicable Disease Reporting: (County Only) Validate communicable disease reporting for hospital inpatient and emergency department visits and for mortality surveillance, follow up with non-reporters identified, and develop education plan to address any potentially countywide

reporting gaps identified.

3.3.2 Exercise/Real World Event: Conduct or participate in an exercise or real world event, involving an infectious disease scenario that utilizes the operational plans in for specimen collection and administering prophylaxis to individuals in a non-mass prophylaxis methodology.

3.3.3 Assessment: (County Only) Conduct an assessment of communicable disease communications to health care providers.

4. ASSURANCES

Report on the following items in the semi-annual and annual progress reports.

4.1 Tiers I, II, III and IV Partners

4.1.1 Employee Certifications: PHEP Recipients are required to adhere to all applicable federal laws and regulations, including OMB Circular A-87 and semiannual certification of employees who work solely on a single federal award. Per OMB Circular A-87, compensation charges for employees who work solely on a single federal award shall be supported by periodic certifications that the employees worked solely on that program during the certification period.

These certification forms shall be prepared at least semiannually and signed by the employee or a supervisory official having firsthand knowledge of the work performed by the employee. Recipients shall be able to document that the scope of duties and activities of these employees are in alignment and congruent with the intent of the PHEP cooperative agreement to build public health response capacity and to rebuild public health infrastructure in local public health agencies. These certification forms shall be retained in accordance with 45 Code of Federal Regulation, Part 92.42.

4.1.2 Alignment of Activities and Purchases: Activities conducted under and purchases made with this award shall be kept specific to the deliverables outlined in this document. Other activities and purchases, in line with the CDC grant guidance for BP 1 or previous budget period deliverables shall be allowed if assurances are made that all assigned deliverables for BP1 will be completed. Approval for this shall be on a case by case basis and conducted by ADHS.

4.1.3 Reporting: Progress on the deliverables and activities conducted with funds from this grant shall be reported in a timely manner with the submission of the Mid-Year and End-of-Year Reports. These documents shall be submitted to the ADHS BPHEP Preparedness Coordinator and posted to HSP. The location of this posted document shall also be provided to the ADHS BPHEP Preparedness Coordinator.

4.1.4 Financial: Submit Match Documentation at the time the budget is submitted for approval. The budget shall not be considered without this documentation present.

All fiscal reporting shall be done in a timely manner, as outlined in the Contract.

4.1.5 Grant Activity Oversight: Maintain a full-time, part-time or appointed public health emergency preparedness coordinator to have responsibility for oversight of all grant related activities, budgets and reports.