



Joe Shirley, Jr.
Vice Chairman, District I

Alton Joe Shepherd
Chairman, District II

Travis Simshauser
Supervisor, District III

**NOTICE OF PUBLIC MEETING AND AGENDA OF
THE APACHE COUNTY BOARD OF SUPERVISORS,
THE APACHE COUNTY PUBLIC HEALTH SERVICES DISTRICT, AND
THE APACHE COUNTY LIBRARY DISTRICT**

September 1, 2020

Board of Supervisors' Hearing Room, First Floor

75 West Cleveland Street

St. Johns, Arizona

8:30 a.m. MST

Pledge of Allegiance.
Invocation by Invitation.

**NOTICE OF PUBLIC MEETING AND AGENDA OF THE
APACHE COUNTY PUBLIC HEALTH SERVICES DISTRICT
HELD IN CONJUNCTION WITH THE BOARD OF SUPERVISORS MEETING
September 1, 2020**

1. Discussion and possible approval of the Women, Infants, Children and Breastfeeding Peer Counseling Services Intergovernmental Agreement, Contract CTR041404, Amendment No. 3 which takes out all wording pertaining to the Farmers Market Nutrition Program.
2. Discussion and possible approval of the Title V Maternal and Child Health Healthy Arizona Families intergovernmental Agreement, Contract IGAA2020-048, effective July 1, 2020 through June 30, 2025. This grant combines Maternal Child Health and Family Planning into a new cost-reimbursement grant in the amount of \$91,597 and has been budgeted for in FY21.
3. Discussion and possible approval of the agreement between the Apache County Public Health Services District and the Arizona Local Government Employee Benefit Trust (AZLGEBT) and the Rural Arizona Health Group Trust (RAHGT) Amendment #3 replacing Section II(1)(A) and Exhibit A.

4. Discussion and possible approval of the Offer and Acceptance from Arizona Department of Health Services for the Health Start Program CTR050593 effective July 6, 2020 through June 30, 2025 in the amount of \$119,000 each fiscal year. This program is a family centered continuum of the basic prenatal and family head education, referral, and advocacy services.

**NOTICE OF PUBLIC MEETING AND AGENDA OF THE
APACHE COUNTY LIBRARY DISTRICT
HELD IN CONJUNCTION WITH THE BOARD OF SUPERVISORS MEETING
September 1, 2020**

1. Discussion and possible ratification of acceptance of eContent credit in the amount of \$1,524.31 the eContent must consist of eBooks and/or eAudios that deal with issues of equity, diversity, inclusion, and social justice. There are no matching funds and is supported by the Arizona State Library, Archives & Public Records, a division of the Secretary of State, with federal funds from the Institute of Museum and Library Services.

**NOTICE OF PUBLIC MEETING AND AGENDA OF
THE APACHE COUNTY BOARD OF SUPERVISORS
September 1, 2020**

1. County Manager: Discussion and possible approval of **CONSENT ITEMS:** All items indicated by an asterisk (*) will be handled by a single vote as part of the consent agenda unless a Board Member or the County Manager objects at the time the agenda item is called.

County Manager/Clerk of the Board:

- *A. Request approval of demands as distributed to the Apache County Board of Supervisors between August 17, 2020 to September 1, 2020. Demands are payments made, or to be made, by the County. Specific details of the demands may be requested through the County public record request process.
- *B. Request approval of minutes dated August 11, August 13, and August 17, 2020.
- *C. Request approval of a resolution declaring recognition of fallen firefighters and emergency services personnel.

Community Development:

- *D. Request approval of a Professional Services Agreement with Stantec Consulting Services, Inc to assist the county in applying for an EPA Community-wide Assessment Brownfields Grant, and to administer the grant if we are successful.

Treasurer's Office:

- *E. Request approval of a Certificate of Removal and Abatement of Taxes pursuant to A.R.S. §42-18351(12). Total taxes, penalties, and interest to be abated is \$43.06 for personal property account number R0051847.

School Superintendent's Office:

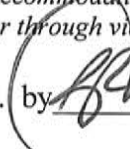
- *F. Request approval to cancel the school districts elections and appoint the persons who filed the required paperwork to fill the positions for the following districts: St. Johns Unified School District #1 "two" 4-year terms, Alpine Elementary Dist#7 "one" 4-year term, Vernon Elementary Dist#9 "three" 4-year terms, Sanders Unified School Dist#18 "two" 4-year terms, Chinle Unified School District #24 "three" 4-year terms, Red Mesa Unified School Dist#27 "three" 4-year terms and "one" 2-year term, NAVIT CTED #35-St. Johns "one" 4-year term and NAVIT CTED #35-Round Valley "one" 4-year term, N.A.T.I.V.E. CTED Dist#36-Ganado "one" 4-year term, and N.A.T.I.V.E. CTED Dist#36-Window Rock "one" 4-year term.


Election Department:

- *G. Request approval to cancel the special district elections and appoint the persons who filed the required documents to fill the positions for the following districts: Alpine Fire District, Concho Fire District, Ganado Fire District, Greer Fire District, Puerco Fire District, Vernon Fire District, Northern Apache County Special Health Care District, Alpine Sanitary District, Little Colorado Sanitary District, Concho Wastewater Improvement District, Alpine Domestic Water Improvement District and Ojo Bonito Water District.
2. County Manager: Discussion and possible approval to contribute \$2,500 to the Foundation for Little Colorado Revitalization.
 3. Engineering Department: Discussion and possible approval to purchase a new dump truck for District III at a cost of \$172,272.92. This truck is priced through Sourcewell Cooperate Government & Municipality Pricing Program, Apache County Membership #1057. Funds are from insurance proceeds (\$65,000) and District III HURF.
 4. Engineering Department: Discussion and possible approval to apply for Brookwood-Sago Mine Safety Grant.
 5. Recorder's Office: Discussion and possible approval to accept a grant from the AZVoteSafe Program up to \$143,650. This grant is to help mitigate the impact of COVID-19 on the 2020 Primary and General Elections by reimbursing costs related to the pandemic. There is no match required.
 6. Public Notice: Due to the COVID-19 pandemic, the regular Board of Supervisors meeting previously scheduled to be held in Chinle on October 6, 2020 will be held in St. Johns.

7. Call to the Public: Individuals may address the Board on any relevant issue for an amount of time determined by the Chairman. At the close of the call to the public, Board members may not respond to any comments but may respond to criticism, ask staff to review a matter or ask that a matter be placed on a future agenda.

Pursuant to the Americans with Disabilities Act, the Apache County Board of Supervisors endeavors to ensure the accessibility of its meetings to all persons with disabilities. If you need an accommodation for a meeting, please contact the Clerk of the Board's office at (928)337-7503, TDD (928)-337-4402 at least 48 hours prior to the meeting (not including weekends or holidays) so that an accommodation can be arranged. One or more members of the Board of Supervisors may participate telephonically or through video communication.

Posted this 27th day of August 2020 @ 1:00 p.m. by 


Ryan N. Patterson
Clerk of the Board

Beth

Apache County Board of Directors
AGENDA ITEM REVIEW FORM

Director's Stamp

Submitter's Name: (Individual, Organization, or County Department)

Preston Raban, Director ACPHSD

Date/Signature: Preston Raban 08/10/2020

Describe in detail what you want to say to the Board and what action you want the Board to take:

ACPHSD requests discussion and possible approval of the Women, Infants, Children and Breastfeeding Peer Counseling Services IGA – Contract CTR041404 – Amendment No: 3 which takes out all wording pertaining to the Farmer's Market Nutrition Program. This change does not affect the amount Apache County receives for this Grant nor the services that are provided.

BOS Meeting Date Requested 09/01/2020

PRE-AGENDA ITEM REVIEW

Legal Review: See Contract Approved Signed

Signature _____

Check if item does not require review _____

Finance Review: _____

Signature _____

Check if item does not require review _____

Human Resources Review: _____

Signature _____

Check if item does not require review _____

Other Review: _____

Signature _____

Check if item does not require review _____

Reviews completed, item approved for Agenda. Board Clerk's Initials _____



INTERGOVERNMENTAL AGREEMENT (IGA)

Amendment

ARIZONA DEPARTMENT OF
HEALTH SERVICES

150 18th Ave Suite 530
Phoenix, Arizona 85007

Contract No.: **CTR041404**

IGA Amendment No: **3**

Procurement Officer
Kristine Newton

SCOPE OF WORK

1. BACKGROUND

The Arizona Department of Health Services (ADHS) Bureau of Nutrition and Physical Activity (BNPA) administers funds provided by the United States Department of Agriculture (USDA) for the operation of the Special Supplemental Nutrition Program for Women, Infants and Children (WIC) and Breastfeeding Peer Counseling Program (BFPC) for the State of Arizona. The USDA nutrition programs are discretionary, and each provides a specific service to women, infants, and children who are low income and at nutrition risk. The overall goal of all the USDA Nutrition Programs is to improve the health status of eligible participants through adoption of healthy behavioral lifestyle changes and to help prevent the occurrence of health problems.

1.1. WIC Nutrition Services

1.1.1. The WIC Program accomplishes this goal by providing participant-centered services (PCS) including nutrition and breastfeeding information and support, specific supplemental healthy foods through the issuance of food benefits that can be used at ADHS-approved grocery stores and farmers' markets, and referrals to other health and human services as an adjunct to good health care during critical times of growth and development. Service population eligibility for the WIC Program is based upon federal regulations such as participant category (pregnant and breastfeeding woman, infant or child under five years of age), a household income at or below 185% of federal poverty guidelines, residence within the service area, and nutrition risks.

1.1.2. To be considered as a WIC Local Agency, the organization must be a local public or private non-profit organization, County health department, or tribal entity under contract with ADHS to provide WIC services according to the WIC Program federal regulations and state policies and procedures. The State awards a WIC Contract based on the ability of the organization to provide WIC services, potentially eligible population, need, response to the Scope of Work, information technology capacity, and available funds. The State determines and awards the WIC contract amount based on a funding formula using several factors such as a base level for a program to function, the amount of caseload negotiated with each Local Agency, and quality of performance.

1.1.1.1 Specific objectives for nutrition services (based on Healthy People 2020 goals) are:

1.1.1.1.1 To increase the incidence of breastfeeding to eighty-two percent (82%) of women initiating breastfeeding;

1.1.1.1.2 To increase the duration of breastfeeding to sixty-one percent (61%) of women breastfeeding for the first six (6) months of their baby's life;

1.1.1.1.3 To increase the duration of breastfeeding to thirty-four percent (34%) of women breastfeeding for the first year of their baby's life;

1.1.1.1.4 To increase the rate infants are exclusively breastfed to forty-four percent (44%) at three (3) months and twenty-four percent (24%) at six months;

1.1.1.1.5 To reduce the proportion of adults who are considered obese to thirty-one percent (31%);

1.1.1.1.6 To reduce the proportion of children ages two (2) to five (5) who are considered obese to ten percent (10%);

1.1.1.1.7 To increase the consumption and variety of fruits and vegetables by those two (2) and older;



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- 1.1.1.1.8 To increase the consumption of whole grains by those two (2) and older; and
- 1.1.1.1.9 To increase the proportion of children ages zero (0) to two (2) who view no television or videos on an average day to forty-five percent (45%).

1.2. Breastfeeding Peer Counseling (BFPC)

- 1.2.1. In 2003, the USDA Food and Nutrition Service (FNS) entered into a cooperative agreement with Best Start Social Marketing (Best Start) to gather information to obtain a clear understanding of the components that are necessary to sustain effective peer counseling programs and how to structure these programs so they are cost effective and manageable. They developed the program "Using Loving Support to Implement Best Practices in Peer Counseling", which is a training and technical assistance project that will be used as a model to aid WIC in designing, building, maintaining, and sustaining peer counseling programs that will improve breastfeeding initiation and duration rates. Arizona will be using this program to guide and develop the state peer counseling program.
- 1.2.2. The discretionary peer counseling services are considered an adjunct support to WIC breastfeeding services to help achieve the WIC Nutrition Services objectives regarding breastfeeding.
- 1.2.3. Peer counseling has been a significant factor in improving initiation and duration rates of breastfeeding among women in a variety of settings, including disadvantaged and WIC populations representing diverse cultural backgrounds and geographical locations. Peer counselors are especially effective in communities where role models for breastfeeding behaviors, knowledgeable health care providers, and cultural practices that include breastfeeding as the norm, are scarce. Combining peer counseling with the ongoing WIC breastfeeding promotion and support efforts has the potential to significantly impact breastfeeding rates among WIC participants, and most significantly, increase the harder to achieve breastfeeding duration rates. WIC Local Agencies are strongly encouraged to provide peer counseling services in addition to the ongoing breastfeeding support to their WIC participants. Contractors must provide a breastfeeding friendly environment and have policies to accommodate participants and staff who are breastfeeding.

2. OBJECTIVE

At a minimum, to provide WIC services while allowing each Local Agency to provide, at their discretion, Breastfeeding Peer Counseling Services.

3. SCOPE OF WORK

3.1. WIC Services

The WIC Program Contractor shall perform all the work required to administer and provide WIC services to eligible participants according to the Arizona WIC Program Policies and Procedures Manual (WIC PPM). These include, but are not limited to the following activities:

- 3.1.1 Perform WIC certification procedures such as categorical and income screening and health and nutrition assessments,
- 3.1.2 Provide participant centered nutrition and breastfeeding support services to WIC participants,
- 3.1.3 Provide the mandatory and appropriate additional referrals reflecting the needs of the individual WIC participants,
- 3.1.4 Issue WIC food benefits tailored to meet the needs of the participants,



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- 3.1.5 Ensure the collection and recording of accurate information,
- 3.1.6 Provide professional training, mentoring and monitoring of WIC staff competencies necessary for delivery of required services,
- 3.1.7 Provide administrative functions for operation of the WIC Program, and
- 3.1.8 Prepare and submit all required plans/reports in accordance with this contract and the WIC PPM.

3.2. Breastfeeding Peer Counseling (BFPC)

WIC BFPC Contractors shall perform all the work required to administer and provide additional breastfeeding support services to WIC mothers following the Loving Support best practice guidelines for peer counseling services and according to the Contractor's proposal in order to increase the breastfeeding rate and duration of breastfeeding.


4. TASKS AND REQUIREMENTS

4.1. WIC Services Outreach, Retention, and Referrals:

- 4.1.1 Conduct outreach activities targeting underserved populations by developing written and verbal presentations or utilizing available materials to inform potentially WIC eligible individuals of the availability of the WIC Program and to explain the benefits of participation in accordance with the WIC PPM,
- 4.1.2 Conduct retention activities to maintain and increase the participation of current WIC enrollees,
- 4.1.3 Establish community partnerships with, at a minimum, the mandatory referral agencies, local hospitals, OB/GYN and pediatricians offices, and provide regular contacts in accordance with the WIC PPM,
- 4.1.4 Establish community partnerships with community organizations such as food banks, community organizations, human and social services, school districts, etc. in accordance with the WIC PPM, and
- 4.1.5 Establish a referral system with breastfeeding/lactation specialists, including but not limited to, International Board Certified Lactation Consultants (IBCLC), Certified Lactation Counselors (CLC), Certified Breastfeeding Counselors (CBC), and Certified Lactation Educators (CLE) in accordance with the WIC PPM.

4.2. Additional BFPC Outreach Tasks:

Develop and document an internal referral link between WIC Program and WIC Peer Counseling Program when applicable. Interaction between WIC Program and WIC Peer Counseling Program shall occur at least monthly and may be in the form of site visits from Peer Counselors, participation of Peer Counselors in WIC clinic meetings, and/or additional training for WIC clinic staff and Peer Counselors.

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	Contract No.: CTR041404	IGA Amendment No: 3	Procurement Officer Kristine Newton

4.3. Participant Records:

- 4.3.1 Follow and maintain documentation of participant centered certification and administrative procedures as described in the WIC PPM, including but not limited to:
 - 4.3.1.1 Eligibility and ineligibility determinations;
 - 4.3.1.2 Nutrition assessments;
 - 4.3.1.3 Nutrition and breastfeeding education and support;
 - 4.3.1.4 Nutrition and breastfeeding counseling;
 - 4.3.1.5 Facilitate behavioral goal setting;
 - 4.3.1.6 Appropriate referrals;
 - 4.3.1.7 Program fraud; and
 - 4.3.1.8 Food Benefit issuances.
- 4.3.2 Maintain inventory and accountability records, as set forth in the WIC PPM for eWIC cards,
- 4.3.3 Assure participant confidentiality by obtaining written permission from affected program participant(s) prior to the release of participant information to any agency. The Contractor shall have a written agreement, completed in accordance with 7 CFR (Code of Federal Regulations) 246.26 (h)(3), and the Arizona WIC Policy and Procedure Manual, with any agency or program that will share participant information. The above federal regulation details the implementation of a written agreement and state plan to regulate use and disclosure of confidential applicant and participant information,
- 4.3.4 Staff shall only access the WIC Computer Data System and client files for business related reason(s),
- 4.3.5 Ensure paper files containing confidential participant information are stored in a secure location in the clinic, archived when appropriate, and destroyed according to the retention schedule. All files should be destroyed in an appropriate manner,
- 4.3.6 The Local Agency shall notify the State Agency immediately by telephone call and email upon the discovery of a breach of a participant's confidentiality,
- 4.3.7 The Local Agency shall immediately investigate such security incident, breach, or unauthorized use or disclosure of participant information, including:
 - 4.3.7.1 What data elements were involved and the extent of the data involved in the breach;
 - 4.3.7.2 A description of the unauthorized person(s) known or reasonably believed to have improperly used or disclosed the protected information;
 - 4.3.7.3 A description of where the protected information is believed to have been improperly transmitted, sent, or utilized;
 - 4.3.7.4 A description of the probable causes of the improper use or disclosure; and



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4.3.7.5 Whether Arizona Revised Statutes (A.R.S) § 18-545 or any other federal or state laws requiring individual notifications of breaches are triggered.

4.3.8 The Local Agency shall provide a written report of the investigation to the Chief of the Bureau of Nutrition and Physical Activity (BNPA)/WIC Director and Program Integrity Manager within ten (10) working days of the discovery of the breach or unauthorized use or disclosure. The report shall include the information specified above, as well as a full, detailed corrective action plan, including information on measures that were taken to halt and/or contain the improper use or disclosure, and

4.3.9 The Local Agency shall notify individuals of the breach or unauthorized use or disclosure when notification is required under state or federal law and shall pay any costs of such notifications, as well as any costs associated with the breach using non WIC funds. The BNPA Chief/WIC Director, Program Integrity Manager, and Assistant Attorney General shall approve the time, manner and content of any such notifications. The Local Agency will arrange and pay for any mitigation (e.g. LifeLock) for participants at risk for identity theft because of breach of security of information.

4.4. Service Delivery and Program Rules

The Contractor shall:

4.4.1 Determine eligibility of persons requesting WIC services by screening individuals in accordance with procedures set forth in the WIC PPM; Eligible program participants shall include the following categories whose household income does not exceed 185% of the current designated federal poverty guidelines, who have a nutritional risk as defined in the WIC PPM, and reside in Arizona as defined by the WIC PPM:

4.4.1.1 Pregnant women, breastfeeding women up to twelve (12) months post-partum, and non-breastfeeding women up to six (6) months following the end of a pregnancy;

4.4.1.2 Infants from birth to age one (1); and

4.4.1.3 Children from age one (1) year up to five (5) years of age.

4.4.2 Provide complete nutrition assessment and document results and follow-up in accordance with Value Enhanced Nutrition Assessment (VENA) initiative as outlined in Chapter two (2) and seven (7) of the Arizona WIC Policy and Procedure Manual,

4.4.3 Provide participant-centered nutrition education to participants and appropriately utilize materials provided by the State,

4.4.4 Facilitate goal setting for behavioral change and follow-up on goals set,

4.4.5 Promote breastfeeding to WIC participants and provide breastfeeding education and support, and refer to and promote the Breastfeeding Peer Counseling Program, when appropriate,

4.4.6 Prescribe and tailor a food package appropriate to the participant's nutritional risk(s), category, and cultural preferences and issue food benefits as set forth in the WIC PPM,

4.4.7 Provide program participants with information about available health and social services to which the participant could be referred. The participant shall be provided with written information regarding community services and referrals in accordance with the WIC PPM and Local Agency referral procedures,

4.4.8 Coordinate WIC Services with other health and social services available within the service area, including but not limited to immunizations, voter registration, and breastfeeding support,



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- 4.4.9 Provide information, check for understanding, and document training to participants on program rules, regulations, WIC approved foods, use of eWIC cards, and food benefit use and redemption. The training shall be documented in the participant's record as set forth in the WIC PPM,
- 4.4.10 Consider the impact of scheduling practices, hours of operation, and clinic closures on caseload and WIC applicants' access to services, and
- 4.4.11 Additional BFPC Service Delivery tasks:
 - 4.4.11.1 Accept referrals generated from calls to the ADHS Pregnancy and Breastfeeding Hotline into the Peer Counseling Program;
 - 4.4.11.2 Provide peer counseling services, when appropriate. Services shall be made available outside of usual clinic hours and outside of the WIC clinic, but may also be available during usual clinic hours and in the WIC clinic; and
 - 4.4.11.3 Provide supervision, mentoring, monitoring, and evaluation of peer counselors, when appropriate.

4.5. Participant-Centered Nutrition Education

The Contractor shall:

- 4.5.1 Prepare a one (1) year Nutrition Services and Training Plan for participants to include, but not be limited to:
 - 4.5.1.1 Adoption and Implementation of ADHS goals for nutrition services. In addition, Local Agencies will identify their own goals for nutrition services in this plan; and
 - 4.5.1.2 Adoption and implementation of the State objectives for staff training and client interventions related to the goals for nutrition services. In addition, Local Agencies are required to provide at least one additional objective for each goal.
- 4.5.2 Provide and document participant-centered nutrition education to all WIC adult participants, and to parents or caretakers of participants according to the guidelines of the State Nutrition Services Plans. A minimum of two (2) nutrition education contacts in each six (6) month certification period shall be made and documented in the participant's record. Breastfeeding women, children, infants and migrants from any eligibility category are certified for one (1) year and will receive one (1) nutrition education contact for each three (3) month period. Pregnant women certified through six (6) weeks postpartum will receive one (1) nutrition education contact for each three (3) month period,
- 4.5.3 Provide and document professional supervision, mentoring and monitoring of staff at the clinic level on a regular basis, in accordance with Local Agency Self-Assessment requirements and as often as necessary, to ensure competence,
- 4.5.4 Offer, as often as necessary, high- and medium-risk nutrition education/counseling by a Registered Dietitian (RD) to all participants deemed high-risk upon assessment. As defined in the WIC PPM Local Agencies may designate a Bachelor's degree nutritionist or Dietetic Technician Registered to provide medium-risk counseling to participants under the supervision of the RD,
- 4.5.5 Expend for nutrition education activities an aggregate amount that is not less than the sum of one-sixth (1/6) of the amount the Contractor receives for provision of WIC services each contract year. If the one- sixth (1/6) amount is not expended for nutrition education activities, ADHS may request the Contractor to return an amount equal to the difference between the one-sixth (1/6) requirement and



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the actual amount expended IF ADHS must pay a penalty to the Federal Government. Costs that can be applied to meet the one-sixth (1/6) requirement for nutrition education include:

- 4.5.5.1 Salary and other costs for time spent on nutrition education, whether with an individual or group;
 - 4.5.5.2 The cost of procuring and producing nutrition education materials;
 - 4.5.5.3 The cost of training nutrition educators, including costs related to conducting training sessions and purchasing and producing training materials;
 - 4.5.5.4 The cost of conducting participant evaluations of nutrition education, nutrition assessments and observations;
 - 4.5.5.5 The salary and other costs incurred in developing the nutrition education plan; and
 - 4.5.5.6 Other ADHS-approved costs.
- 4.5.6 Coordinate nutrition education activities and messages. Wherever possible, the Contractor shall utilize USDA and/or AZ Health Zone materials and messages to ensure common nutrition messages, and
- 4.5.7 Provide documentation that a minimum of four percent (4%) of their annual WIC expenditures have been used to support breastfeeding promotion and education. If the four percent (4%) is not expended for breastfeeding promotion and education activities, ADHS may request the Contractor to return an equal to the difference between the four percent (4%) and the actual amount expended if ADHS must pay a penalty to the Federal Government.

4.6. Staffing

The Contractor shall:

- 4.6.1 Designate a WIC Program Director/Manager who is an RD, with previous WIC and/or community health experience to manage and administer the WIC Program and may provide high-risk nutrition counseling and/or formula authorization to WIC participants. If an RD is on *staff* to provide the WIC RD services and with prior approval from ADHS, the Contractor shall designate a Director with a minimum of an undergraduate degree from an accredited institution in nutrition (community nutrition, public health nutrition, nutrition education, human nutrition or nutrition science) or a related field such as home economics or biochemistry with an emphasis in nutritional science or public health administration. With prior approval from ADHS, number of years working in a WIC Program Director/Manager capacity may substitute for some years of education,
- 4.6.2 Identify an RD to serve as the Local Agency Nutrition Coordinator as defined in the WIC PPM. The Nutrition Coordinator will oversee all WIC nutrition services for the Local Agency. If a Local Agency has barriers to this staffing standard, they must be submitted in writing to ADHS with their plan for coordination of nutrition services within the Local Agency to be approved by ADHS,
- 4.6.3 Based on the assigned caseload, provide an appropriate number of RDs to perform high-risk and medium-risk counseling, formula authorization, and as necessary, certification of participants. The Contractor shall provide the RD services in a number proportional to the agency's high-risk caseload in accordance with the WIC PPM, The Contractor may hire graduates with a minimum of an undergraduate degree from an accredited institution, in nutrition (community nutrition, public health nutrition, nutrition education, human nutrition or nutrition science) or a related field such as home economics or biochemistry, with an emphasis in nutritional science or Registered Dietetic Technicians, to do medium-risk counseling, formula authorization, and as necessary participant



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certification under the direction of an RD. If a Local Agency has a barrier to having an RD on staff, the agency must submit in writing to ADHS with their plan for providing high risk nutrition counseling to participants,

- 4.6.4 When applicable, necessary and based on the assigned caseload, provide an appropriate number of adequately trained certification specialists to provide categorical and financial eligibility screening, pre-certification and record required documentation, in accordance with the WIC PPM, as well as administrative support services when necessary. Such individuals shall have the minimum of a high school degree or equivalent and must complete the state training requirements and be certified by the Contractor as competent according to the competencies for the position. Previous nutrition or health related job experience is desirable. These individuals shall meet individual ADHS competencies as set forth in the WIC PPM prior to providing each service such as certifying applicants for participation and/or providing health assessments in the Arizona WIC Program Staff should be observed and certified by the supervising authority to be competent in an activity before being allowed to perform on their own without supervision,
- 4.6.5 Based on the assigned caseload, provide an appropriate number of adequately trained nutrition education specialists to provide certification and nutrition education services to participants in accordance with the WIC PPM. Such individuals will have the minimum of a high school diploma with nutrition experience, education, and training that have been certified by local or state agencies to be competent for the position. An Associate or Bachelor's degree is highly preferred. These individuals shall meet the ADHS competencies for Nutrition Education Specialists as set forth in the WIC PPM prior to certifying applicants for participation and/or providing nutrition education in the Arizona WIC Program. Staff should be observed and certified by the supervising authority to be competent in an activity before being allowed to perform on their own without supervision,
- 4.6.6 Identify an International Board Certified Lactation Consultant (IBCLC) to serve as the local agency Breastfeeding Coordinator as defined in the WIC PPM. The Breastfeeding Coordinator will oversee all WIC breastfeeding services for the local agency to ensure all participants have access to breastfeeding promotion and support services. If a local agency has barriers to this staffing standard, they must be submitted in writing to ADHS with their plan for coordination of breastfeeding services within the local agency to be approved by ADHS,
- 4.6.7 Identify a Training Coordinator as defined in the WIC PPM. The Training Coordinator will oversee and facilitate both new employee and ongoing WIC training for the Local Agency including certifying that staff has met competencies prior to providing services without supervision. If a Local Agency has barriers to this staffing standard, they must submit in writing to ADHS their plan for coordination of training services within the Local Agency to be approved by ADHS,
- 4.6.8 Identify an Outreach Coordinator who will oversee and facilitate activities and efforts to retain current WIC enrollees and outreach to potentially eligible population not currently enrolled in WIC, and participate in outreach-related workgroups. If a Local Agency has barriers to this staffing standard, they must submit in writing to ADHS their plan for coordination of outreach activities within the Local Agency to be approved by ADHS,
- 4.6.9 Provide staff to conduct outreach activities targeting high risk and underserved populations, including but not limited to homeless and migrants, by developing written and verbal presentations or utilizing available materials to inform the potentially eligible individuals of the availability of WIC Program and explain the benefits of participation, and
- 4.6.10 When applicable and necessary, provide WIC Clerks to perform administrative support within WIC clinics at the option of the Contractor. Such individuals shall have the minimum of a high school degree or equivalent. They must meet WIC Program competencies. Previous clerical or work experience is desirable.

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4.7. Additional BFPC Service Staffing

- 4.7.1 Employ a BFPC Program Manager to plan, direct and coordinate general operation of Peer Counseling Program. Ideal candidate will be an International Board Certified Lactation Consultant (IBCLC), have WIC experience, and be familiar with community resources,
- 4.7.2 Develop a support referral system for peer counselors with community Lactation Consultants, including IBCLCs, if the BFPC Program Manager is not an IBCLC or is unable to fulfill consultation duties for any reason, and
- 4.7.3 Employ Breastfeeding Peer Counselors to provide services. Qualifications for peer counselors shall be previous personal experience with breastfeeding, enthusiasm for helping others to succeed at breastfeeding, and similarities with the WIC population the program serves (including similar age, ethnic background, and language spoken). Exemptions to the peer counselor qualifications must be approved by ADHS before hire. When possible, peer counselors should be current or previous WIC participants.

4.8. Staff Training

The Contractor shall:

- 4.8.1 Train new staff as outlined in the ADHS developed new employee training plan,
- 4.8.2 Register and ensure all WIC staff complete all ADHS required WIC on-line courses according to the time requirements set forth by the State through ADHS LMS at az.train.org, or state-assigned LMS System in accordance with the ADHS WIC PPM,
- 4.8.3 In addition to state requirements for competency trainings, Local Agencies must implement and adopt the state training standards as reflected in the Nutrition Education Plan and the ADHS WIC PPM. In addition, Local Agencies must participate in any mandatory training provided by ADHS due to changes in policy, procedures, and / or federal regulations,
- 4.8.4 Provide training for all new staff members regarding Civil Rights, Americans with Disabilities Act (ADA), and Voter Registration during their orientation and, annually, provide all staff with training on Civil Rights, ADA, and Voter Registration issues by completing the ADHS LMS courses on Civil Rights and Voter Registration or other courses or trainings that will be required by ADHS,
- 4.8.5 Provide one (1) representative for a maximum of six (6) mandatory, in-person WIC Partners' two (2) day meetings or trainings session in Phoenix, as scheduled by ADHS on a yearly basis. These meetings will be opportunities for the Local Agency to discuss issues with regards to WIC policies and procedures, federal rules and regulations, and nutrition standards,
- 4.8.6 Provide one (1) representative for a maximum of 12 GoToMeeting WIC Director teleconference meetings to receive information updates on WIC operations, policies and procedures, and other relevant materials being held in lieu of face to face meetings. This may include urgent meetings to discuss current events (e.g. government shutdown) and plan on managing the continuity of operations plan (COOP),
- 4.8.7 Provide one (1) representative to attend a two (2) day trainer conference in Phoenix during each fiscal year for skill and knowledge building, and
- 4.8.8 Maintain a record of training provided, monitoring and observation results of staff competencies in each staff file and/or the State LMS.



INTERGOVERNMENTAL AGREEMENT (IGA)

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HEALTH SERVICES

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Phoenix, Arizona 85007

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Procurement Officer
Kristine Newton

4.9. Additional BFPC Staff Training:

- 4.9.1 Send the WIC Director or designee and the Breastfeeding Peer Counselor Program Manager to a two (2) day training at the ADHS office in Phoenix during each Peer Counseling Program contract term,
- 4.9.2 Provide training of Breastfeeding Peer Counselors using the *Loving Support through Peer Counseling* curriculum within one (1) month of employment,
- 4.9.3 Provide continual education and adequate resources to peer counselors. Continual education shall include basic and continuing breastfeeding training, and may include opportunities to shadow lactation consultants, opportunities to meet with other peer counselors, and related training such as counseling skills, adult learning styles, and others, and
- 4.9.4 Provide all WIC clinic staff the PowerPoint presentation "Peer Counseling: Making a Difference for WIC Families" through the *Loving Support* curriculum at least once during each Peer Counseling Program contract term.

4.10. Data Collection

The Contractor shall:

- 4.10.1 Utilize the hardware, software, and training provided by the Arizona WIC Program to operate the Contractor's portion of the WIC Computer Data System,
- 4.10.2 Complete all data elements required on the WIC Computer Data System as outlined in the WIC PPM,
- 4.10.3 WIC Computer Data System users are required to maintain integrity by keeping their username and password secure. Users shall not share their login information with others, and
- 4.10.4 When applicable and necessary to fulfill WIC business functions, local WIC IT shall coordinate with ADHS WIC IT to ensure immediate restoration of technical equipment (i.e. ADHS owned equipment) to include but not limited to providing a temporary administrative account.

4.11. Administrative Services

The Contractor shall:

- 4.11.1 In addition to complying with the Guidance for Federal Grant Award Management (Blue Book) and State of Arizona Accounting Manual (SAAM) for Contractors of ADHS Funded programs, Chapter twelve (12) and thirteen (13) of the WIC PPM:
 - 4.11.1.1 Maintain a formal inventory listing or subsidiary record of all equipment owned by the Contractor in an organized manner as a part of the official accounting system. Ensure the non-capital and capital equipment listing includes the following: Tag or ID number, Description, Purchase cost or fair market value on date of donation, Purchase or donation date, Location, Disposal Date, Funding Source, Serial Number, Manufacturer, Model Number, RAM size (if applicable), Specifications (if applicable), and Receipt/Invoice (proof of purchase);
 - 4.11.1.2 Provide maintenance and upkeep for all equipment purchased with WIC funds. Maintenance may be provided through the Contractor's own organization or the Contractor may participate in State maintenance contracts where available;



INTERGOVERNMENTAL AGREEMENT (IGA)
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**ARIZONA DEPARTMENT OF
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- 4.11.1.3 Obtain written permission from ADHS prior to expending WIC funds to purchase equipment with a value of \$5,000 or more;
- 4.11.1.4 For all asset-related items, a request shall be submitted to ADHS utilizing the process specified in the WIC PPM: hardware (e.g. computers, tablets, scanners, printers, card readers, pin pads, webcams, and headsets) and certain telecommunications equipment necessary to access the web based WIC Computer Data System (e.g. routers, MiFi's). New technology will be evaluated for inclusion based on program needs. Software may not be purchased with local agency WIC funds:
 - 4.11.1.4.1 Notification to ADHS must be provided for any asset-related resource items that need to be transferred or disposed. Contractors shall not directly dispose of any asset.
- 4.11.1.5 Transfer and disposals must follow procedures outline in WIC PPM; and
- 4.11.1.6 Destroyed/Missing/Stolen asset resources must be reported upon discovery no later than ten (10) business days from the time of incident to the assigned ADHS WIC Nutrition Consultant.
- 4.11.2 If applicable, submit to ADHS for approval in writing any policy or procedure that deviates from those set forth in the Arizona WIC PPM,
- 4.11.3 Update the Local Agency information on a timely basis on the WIC Clinic Search administrative website including but not limited to names of CEO/Health Officer, WIC Director, Clinic Supervisors, Nutrition Coordinator, Breastfeeding Coordinator, Training Coordinator, IT lead(s), clinic names, addresses, phone numbers, days and hours of operations, closure days, and other pertinent information for the public to know,
- 4.11.4 Provide at least ten (10) weeks written notice when planning on opening, moving, or suspending WIC services at any location,
- 4.11.5 Read, timely, all ADHS provided documents and provide requested response, if applicable,
- 4.11.6 The Local Agency Director shall ensure the State Agency has their most recent contact information in an effort to maintain current and accurate information in the Arizona Health Alert Network (AzHAN) account,
- 4.11.7 Maintain records of WIC services in WIC Computer Data System and electronic files of other WIC-related operations and trainings, if applicable, according to the WIC PPM, including but not limited to:
 - 4.11.7.1 Signed consent for hemoglobin screening and anthropometrics;
 - 4.11.7.2 Signed Rights and Obligations for enrolled participant files (active and inactive);
 - 4.11.7.3 Eligible participant files (active and inactive);
 - 4.11.7.4 Ineligible applicant signatures;
 - 4.11.7.5 Monthly Participation Reports by Category and Ethnicity;
 - 4.11.7.6 Outreach files;
 - 4.11.7.7 Medical documentation;



INTERGOVERNMENTAL AGREEMENT (IGA)

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Kristine Newton

- 4.11.7.8 Staff files: Trainings attended, skill observations, and Local Agency Self Assessments;
- 4.11.7.9 Documentation of dual participation actions;
- 4.11.7.10 Waiting lists (when applicable);
- 4.11.7.11 Reconciliation of eWIC cards;
- 4.11.7.12 Civil rights file to include documentation and resolution of all civil rights complaints;
- 4.11.7.13 Documentation of annual civil rights and voter registration training of all employees; and
- 4.11.7.14 Documentation of WIC Confidentiality and Conflict of Interest forms.
- 4.11.8 Correct and resolve inappropriate or missing participant information, improbable assessment values, duplicate participation, and other quality assurance WIC Computer Data System issues identified in the report provided to the Contractor by ADHS within the timeframes specified in the WIC PPM,
- 4.11.9 Correct any regulatory deficiency or discrepancy noted during any of the three program Management Evaluations, Audits, Local Agency Compliance Investigations or Program Financial Reviews within sixty (60) calendar days of the date of the audit report unless an extension date is granted by the auditing/reviewing agency and documented,
- 4.11.10 Adhere to the SAAM travel rates. Travel rates reimbursed by the Local Agency cannot exceed the current Arizona State Reimbursement Rates, located here: <https://gao.az.gov/travel/welcome-gao-travel>,
- 4.11.11 Prepare individual electronic copies of the Contractor's Expenditure Reports (CER) for each contracted program according to the instructions and requirements of the WIC PPM,
- 4.11.12 Retain all evidentiary documentation (i.e. meal receipts) and submit to ADHS upon request for all expenses charged towards the WIC grant,
- 4.11.13 Prepare Final Closeout CER invoice for each contracted program reflecting the cumulative expenditures for a contract year,
- 4.11.14 Prepare WIC Local Agency Quarterly Cost Summary Reports that matches the amount of each quarter's expenditures respectively in accordance with the requirements in the WIC PPM,
- 4.11.15 Prepare an annual evaluation on the annual Contractor's Outreach Plan and a progress report on activities accomplished during the year,
- 4.11.16 Prepare an annual evaluation on the One (1) Year Nutrition Services and Training Plan and a progress report on activities accomplished during the year,
- 4.11.17 Prepare an annual Amendment Application in accordance with the individual program requirements that will include budget breakdown of line items and budget justifications of any budget changes,
- 4.11.18 Prepare a Summary of Local Agency Annual Self Assessments. Local Agency self-assessments must be done annually in the year that the Local Agency has a Management Evaluation, and semi-annually in the year that they do not have a Management Evaluation, and
- 4.11.19 Prepare all required plans, reports, and documents in accordance with the requirements in the WIC PPM.



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In the event the Arizona WIC Program funding is depleted (e.g. government shutdown) the Contractor may request permission to continue operating their program utilizing local funds. The Contractor will contact the Arizona WIC Director to discuss the feasibility of sustaining clinic operations and participant food redemption at authorized vendor locations. The Contractor may transfer funds to ADHS to ensure continued operation.

Additional monies may be awarded under this contract for WIC Special Projects related to, but not limited to general infrastructure, breastfeeding promotion, nutrition services, information system enhancement efforts and client retention efforts.

4.12. Additional Peer Counseling Administrative Services

- 4.12.1. Prepare and submit a Quarterly Report for the Peer Counseling services in the format provided by ADHS, and
- 4.12.2. Training and resources to assist the local agency in establishing and maintaining competency for new and existing staff.

5. REFERENCE DOCUMENTS

- 5.1. Arizona WIC Program Policies and Procedures Manual: Refer to http://azdhs.gov/azwic/local_agencies_policyManual.htm
- 5.2. Guidance for Federal Grant Award Management (Blue Book): <https://www.azdhs.gov/documents/prevention/womens-childrens-health/childrens-health/homevisiting/guidance-for-federal-grant-award-management.pdf>
- 5.3. State of Arizona Accounting Manual (SAAM): <https://gao.az.gov/publications/SAAM/>
- 5.4. Federal Regulations: Refer to <https://www.ecfr.gov/cgi-bin/text-idx?SID=a42889f84f99d56ec18d77c9b463c613&node=7:4.1.1.1.10&rgn=div5>
- 5.5. 7 CFR 246.14: Program costs
- 5.6. 7 CFR 246.26 (h)(2): Notice to applicants and participants about the use and disclosure of confidential applicant and participant information
- 5.7. 7 CFR 246.26 (h)(3): Implementation of a written agreement and state plan to regulate use and disclosure of confidential applicant and participant information.

6. STATE PROVIDED ITEMS

ADHS shall provide the following:

- 6.1. Paper copies of the Arizona WIC Program Policies and Procedures Manual, upon request;
- 6.2. Hardware and software necessary for operation of the WIC Computer Database System;
- 6.3. Training and resources to assist local agencies in establishing staff competency for new and existing staff;
- 6.4. Blank eWIC Cards;
- 6.5. Method for submitting expenditures. The ADHS WIC Program Manager or designee will accept and approve the expenditures prior to payment;
- 6.6. Nutrition Education Materials for participants;

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- 6.7. Quarterly Report template (electronic) for Peer Counseling Program;
- 6.8. Technical assistance and support;
- 6.9. Breastfeeding material and supplies for participants and resources for staff;
- 6.10. Assistance with International Board Certified Lactation Consultant (IBCLC) career track or advanced lactation consultant education, when appropriate;
- 6.11. Loving Support through Peer Counseling curriculum, which includes the PowerPoint presentation "Peer Counseling: Making a Difference for WIC Families," when appropriate;
- 6.12. Monitoring of WIC Authorized Vendors for compliance with regulations and coordination with tribal and county officials when doing compliance buys for markets on a reservation;
- 6.13. Periodic redemption reports for issued benefits; and
- 6.14. Formats for required reports.

7. DELIVERABLES

If applicable, any work plan or other documentation submitted to and accepted by ADHS regarding participation in WIC or BFPC shall be incorporated into this Agreement. Furthermore, any policy or procedure that deviates from those set forth in the Arizona WIC Program Policies and Procedures Manuals requires approval from ADHS prior to implementation.

The Contractor shall submit to ADHS:

- 7.1. Updated copies of Local Agency Policies and Procedures as required per the WIC PPM;
- 7.2. Individual electronic CER invoice for each program, no later than thirty (30) days following the end of each report month of the program year;
- 7.3. WIC Local Agency Quarterly Cost Summary matching the WIC Contractor's CER expenses no later than thirty (30) days following the end of each quarter report of the program year;
- 7.4. Final CER invoice for each program no later than forty-five (45) days following the end of each Contract year;
- 7.5. WIC Local Agency fourth (4th) Quarterly Final Cost Summary matching the WIC Contractor's CER expenses, not later than forty-five (45) days following the end of each Contract year;
- 7.6. Updated Nutrition Services and Training Plan for the upcoming FFY and evaluation of the previous years activities;
- 7.7. Annual Summary of Local Agency Self Assessments;
- 7.8. Each Contracted Program's amendment application by the specified deadline for the following contract year which contains the following information:
 - 7.8.1. Request for Caseload to be served,
 - 7.8.2. Request for budget and budget justification,
 - 7.8.3. Updated Outreach Plan for the upcoming FFY and an evaluation of previous years activities, and

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7.8.4. Any additional services and other documents specified.

7.9. All required responses to federal and state audits and reviews submitted in a timely manner;

7.10. Additional Peer Counseling Deliverables

7.10.1. Quarterly reports for the Peer Counseling Program to be submitted 15 days after each quarter of the Contract year.

8. PERFORMANCE STANDARDS AND AWARDS

8.1. Upon Contract finalization, ADHS shall notify the Contractor by email of the assigned caseload, and throughout the term of the Contract, of any changes to the assigned caseload. The Contractor shall maintain an average monthly participation level in accordance with the following table:

<u>Caseload Assignment</u>	<u>% Maintained</u>
<10,000 participants/month	97%
10,000 to <49,999 participants/month	98%
>50,000 participants/month	99%

8.2. If, after each quarter of the Federal Fiscal Year (October through September), the Contractor has not attained the required participation level, ADHS will have the option of reducing the assigned caseload and resources to the Contractor's current service level. ADHS may also then move the unused caseload and corresponding resources to other WIC Local Agencies in order to fully utilize the resources; and

8.3. Local Agencies shall be eligible for one (1) or more of the following awards:

8.3.1. Any local agency which meets 100% or more of its caseload assignment for three (3) consecutive months during the previous FFY may receive an award of \$10,000 added to that agency's following fiscal year WIC funding formula award if the Contract is extended and additional expenditures can be identified,

8.3.2. Utilizing the "Nutrition Discussion Contact" report ran in the first quarter of the FFY preceding time of application (October through December), any Local Agency meeting 95% of its nutrition education documentation requirement for each participation time period may receive an award of \$10,000 added to that agency's following fiscal year WIC funding formula award if the Contract is extended and additional expenditures can be identified,

8.3.3. The agency with the highest percentage of IENs in the first quarter (Oct 1 through Dec 31) of each fiscal year within their Assigned Caseload Cohort may be eligible to receive an award added to the following fiscal year WIC funding formula award if the Contract is extended and additional expenditures can be identified. Assigned Caseload Cohorts and award amounts will be determined as follows:

Assigned Caseload Cohort	Award Amount
Less than 2000	\$5,000
2000 - 8000	\$10,000
More than 8000	\$15,000

8.3.4. Pursuant to 7 CFR 246. 14, which allows the WIC program to fund nutrition services and administrative expenses, the Performance Awards may be part of the annual funding formula and awarded to the Contractor in the next contract year, and

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8.3.5. USDA has the option to award breastfeeding performance awards to State Agencies who exceed the national average. If funds are awarded to Arizona, each Local Agency program will receive a proration of the amount based upon the number of exclusively nursing women in their Local Agency. It will be a set amount, and may only be used for purposes outlined in the current federal guidelines.

9. NOTICES, CORRESPONDENCE AND REPORTS

9.1. Notices, correspondence, reports and invoices from the Contractor to ADHS shall be sent to:

Arizona Department of Health Services
 150 N. 18th Avenue, Suite 310
 Phoenix, Arizona 85007
 Attention: WIC Program Manager

9.2. Notice, correspondence and reports from ADHS to the Contractor shall be sent to: (Contractor to complete)

Contractor: _____

Attention: _____

Address: _____

Address: _____

City, State, ZIP: _____

Phone: _____

Fax: _____

Email: _____

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PRICE SHEET

October 1, 2020 to September 30, 2021

Cost Reimbursement Line Item Budget

Agency Name: Apache County

WIC Services

Federal Award Date: October 1, 2020

CFDA number and name: 10.557 Special Supplemental Nutrition Program for Women, Infants, and Children

WIC Services Account Classification	Amount
Personnel	\$51,708.00
Employee Related Expenses	\$33,419.00
Professional & Outside Services	\$1.00
Travel Expense	\$4,409.00
Occupancy Expenses	\$1.00
Other Operating Expenses	\$1,511.00
Capital Expenditures	\$1.00
Indirect Cost	\$0.00
RD Supplement	\$0.00
Total	\$91,050.00

Breastfeeding Peer Counseling Services

Federal Award Date: October 1, 2020

CFDA number and name: 10.557 Special Supplemental Nutrition Program for Women, Infants, and Children

Breastfeeding Peer Counseling Services Account Classification	Amount
Personnel	\$0.00
Employee Related Expenses	\$0.00
Professional & Outside Services	\$0.00
Travel Expense	\$0.00
Occupancy Expenses	\$0.00
Other Operating Expenses	\$0.00
Capital Expenditures	\$0.00
Indirect Costs	\$0.00
Total	\$0.00

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Additional Terms and Conditions:

With prior written approval from the Program Manager, the Contractor is authorized to transfer up to a maximum of ten percent (10%) of the total budget amount between funded line items except for Registered Dietitian Expenses. Transfers of funds are only allowed between funded line items. Transfers exceeding ten percent (10%) or to a non-funded line item shall require an amendment. The Registered Dietitian line item may only be used to fund additional Registered Dietitian position(s) to meet high risk counseling requirements.

Authorization for purchase of services under this Contract shall be made only upon ADHS issuance of a Purchase Order that is signed by an authorized agent. The Purchase Order will indicate the Contract number and the dollar amount of funds authorized. The Contractor shall only be authorized to perform services up to the amount on the Purchase Order. ADHS shall not have any legal obligation to pay for services in excess of the amount indicated on the Purchase Order. No further obligation for payment shall exist on behalf of ADHS unless a.) The Purchase Order is modified with an official ADHS Procurement Change Order, and/or b.) An additional Purchase Order is issued for purchase of services under this Contract.

ADHS reserves the right to adjust awards given to local agencies depending on federal dollars received. Adjustments will be at the discretion of ADHS.

Additional WIC Program:

Should additional administrative monies become available through state or federal grants, ADHS may increase the purchase order to increase the number of participants served and increase the total of this contract.

The assigned caseload for FFY 2021 is: 500

Additional Breastfeeding Peer Counseling Program:

Allowable costs for the Peer Counseling Program include compensation for peer counselors and designated peer counselor managers/coordinators, and related costs such as training and training materials; telephone expenses for participant contacts (including pager, cell phones and answering machines); travel for training and home and hospital visits; recruitment of peer counseling staff; and the purchase of demonstration materials (e.g., breast pumps for demonstration purposes, videos). Out of state travel must be pre-approved by ADHS. Items and materials for distribution to WIC participants (e.g. breast pumps, breastfeeding aids) are not allowable costs.

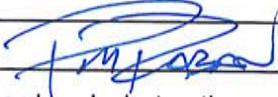
Both

Apache County Board of Directors
AGENDA ITEM REVIEW FORM

Submitter's Name: (Individual, Organization, or County Department)

Preston Raban, Director ACPHSD

Date/Signature: Preston Raban 08/10/2020



Describe in detail what you want to say to the Board and what action you want the Board to take:

ACPHSD requests discussion and possible approval of the Title V Maternal and Child Health Healthy Arizona Families IGA – Contract IGAA2020-048 effective 07/01/2020 through June 30, 2025. This grant combines Maternal Child Health and Family Planning into a new cost-reimbursement grant in the amount of \$91,597. This amount was budgeted for FY21.

BOS Meeting Date Requested 09/01/2020

PRE-AGENDA ITEM REVIEW

Legal Review:

Signature



Check if item does not require review

Finance Review:

Approved see email

Signature

Check if item does not require review

Human Resources Review:

Signature

Check if item does not require review

x

Other Review:

Signature

Check if item does not require review

Reviews completed, item approved for Agenda.

Board Clerk's Initials

Kimberly Penrod

From: Timothy Hinton
Sent: Thursday, August 13, 2020 11:01 AM
To: Kimberly Penrod
Subject: RE: Emailing: IGA - IGA2020-048 Title V MCH Healthy Arizona Families - Apache County, MCHfp

The agenda item looks ok to me.

Timothy Hinton

-----Original Message-----

From: Kimberly Penrod <kpenrod@co.apache.az.us>
Sent: Thursday, August 13, 2020 10:55 AM
To: Timothy Hinton <thinton@co.apache.az.us>; David Lamm <dlamm@co.apache.az.us>
Subject: FW: Emailing: IGA - IGA2020-048 Title V MCH Healthy Arizona Families - Apache County, MCHfp

Tim,

Have you had a chance to look at this agenda item?

Kimberly Penrod, Executive Assistant
Apache County Public Health Services District
PO Box 697 St. Johns, AZ 85936
RV (928) 333-2415 *6530 / SJ (928) 337-7694 kpenrod@co.apache.az.us

-----Original Message-----

From: Kimberly Penrod
Sent: Monday, August 10, 2020 2:52 PM
To: 'Celeste Robertson' <CRobertson@apachelaw.net>; Timothy Hinton (thinton@co.apache.az.us) <thinton@co.apache.az.us>
Cc: Preston Raban <praban@co.apache.az.us>; Valerie Porter <vporter@co.apache.az.us>
Subject: Emailing: IGA - IGA2020-048 Title V MCH Healthy Arizona Families - Apache County, MCHfp

Celeste and Tim,

Please review the attached agenda item and return to me with your approval. We would like to put this on the 09/01/2020 BOS Agenda.

FYI, the grant 119 pages long, so you can just send me the pages that you need to sign instead of printing this whole document.

Thx,

Kimberly Penrod, Executive Assistant
Apache County Public Health Services District
PO Box 697 St. Johns, AZ 85936



INTERGOVERNMENTAL AGREEMENT (IGA)

CONTRACT No.: IGA2020-048

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

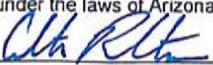
Project Title: Title V Maternal and Child Health Healthy Arizona Families Begin Date: July 1, 2020

Geographic Service Area: Apache County Termination Date: June 30, 2025

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

- Counties: A.R.S. §§ 11-201, 11-951, 11-952 and 36-182.
- 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: Apache County Address: PO BOX 697 ST Johns, Arizona 85936	FOR CLARIFICATION, CONTACT: Name: <u>KIMBERLY PENROD</u> Phone: _____ FAX No: _____ E-mail: <u>KPENROD@CO.Apache.AZ.US</u>
CONTRACTOR SIGNATURE: The Contractor agrees to perform all the services set forth in the Agreement and Work Statement.	This Contract shall henceforth be referred to as Contract No. IGA2020-048 . The Contractor is hereby cautioned not to commence any billable work or provide any material, service or construction under this Contract until Contractor receives a fully executed copy of the Contract.
Signature of Person Authorized to Sign _____ Date _____	State of Arizona Signed this _____ day of _____, 20____ Procurement Officer _____
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.  _____ <u>8/11/2020</u> Signature of Person Authorized to Sign _____ Date _____ <u>Celeste Robertson - Deputy County Attorney</u> Print Name and Title	Attorney General Contract, No. P0012014000078 , which is an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952 by the undersigned Assistant Attorney General, who has determined that it is in the proper form and is within the powers granted under the laws of the State of Arizona to those parties to the Agreement represented by the Attorney General. The Attorney General, BY: Signature _____ Date _____ Assistant Attorney General:

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1. **Definition of Terms.** As used in this Contract, the terms listed below are defined as follows:
 - 1.1 "Attachment" means any document attached to the Contract and incorporated into the Contract.
 - 1.2 "ADHS" means Arizona Department of Health Services.
 - 1.3 "Budget Term" means the period of time for which the contract budget has been created and during which funds should be expended.
 - 1.4 "Change Order" means a written order that is signed by a Procurement Officer and that directs the Contractor to make changes authorized by the Uniform Terms and Conditions of the Contract.
 - 1.5 "Contract" means the combination of the Uniform and Special Terms and Conditions, the Specifications and Statement or Scope of Work, Attachments, Referenced Documents, any Contract Amendments and any terms applied by law.
 - 1.6 "Contract Amendment" means a written document signed by the Procurement Officer and the Contractor that is issued for the purpose of making changes in the Contract.
 - 1.7 "Contractor" means any person who has a Contract with the Arizona Department of Health Services.
 - 1.8 "Cost Reimbursement" means a contract under which a contractor is reimbursed for costs, which are reasonable, allowable and allocable in accordance with the contract terms and approved by ADHS.
 - 1.9 "Days" means calendar days unless otherwise specified.
 - 1.10 "Emerging Issues" are projects and/or strategies that become prominent and/or are unique to a particular County.
 - 1.11 "Evidence-Based Strategies" are strategies that explicitly link public health or clinical practice recommendation to scientific evidence of the effectiveness and/or other characteristics of such practices. (Reference: Community Guide: <http://www.thecommunityguide.org/>) Evidence based public health practice is the careful, intentional and sensible use of current best scientific evidence in making decisions about the choice and application of public health interventions. (Reference: Community Commons <http://www.communitycommons.org/>)
 - 1.12 "Evidence-informed" means interventions, strategies, approaches, and/or program models that bring together the best available research, professional expertise, and input from participants to identify and deliver services that have promise to achieve positive outcomes.
 - 1.13 "Gratuity" means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless

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consideration of substantially equal or greater value is received.

- 1.14 "Materials" unless otherwise stated herein, means all property, including but not limited to equipment, supplies, printing, insurance and leases of property.
- 1.15 "MCH HAF" means the ADHS issued Title V Maternal and Child Health Healthy Arizona Families Intergovernmental Agreement. This IGA was developed to facilitate collaboration, coordination, and communication between the Contractors/Local Health Departments and ADHS to improve the health and well-being Arizona's women and children.
- 1.16 "May" means the Contractor is encouraged to utilize recommended policy in order to fulfill the intent of the contract
- 1.17 "Must" means a mandatory Program policy considered essential to the provision of high quality services. A Contractor who does not follow a required Program policy will be cited for this failure.
- 1.18 "National Performance Measures Framework" means a structure that enables states to demonstrate the impact of Title V on selected health outcomes within the state. The framework contains three levels of measure:
 - 1) National Outcome Measures (NOMs) intended to represent the desired result of Title V program activities and interventions. These measures for improved health are longer-term than National Performance Measures.
 - 2) National Performance Measures intended to drive improved outcomes relative to one or more indicators of health status (i.e., NOMs) for the MCH population.
 - 3) Evidence based/informed strategy measures (ESMs) intended to hold states accountable for improving quality and performance related to the NPMs and related public health issues. ESMs will assist state efforts to more directly measure the impact of specific strategies on the NPMs.
- 1.19 "Procurement Officer" means the person duly authorized by the State to enter into, administer Contracts, and make written determinations with respect to the Contract.
- 1.20 "Program Manager" means the ADHS employee who is responsible for the implementation and oversight of the specific programs within the MCH HAF IGA. The Program Manager coordinates activities among Contractors and among ADHS staff, receives and reconciles invoices, handles budget issues, and provides technical support. The Program Manager is responsible for negotiating contracts, requesting contract amendments to be processed by the Procurement Office, conducting site visits, and monitoring Contractor compliance with the provisions of the contract.
- 1.21 "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.
- 1.22 "SOW" means Scope of Work, which is the area in an agreement where

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the work to be performed is described. The SOW should contain any milestones, reports, deliverables, and end products that are expected to be provided by the performing party

- 1.23 "Services" means the furnishing of labor, time or effort by a Contractor or Subcontractor.
- 1.24 "Site Visit" means any visit to the Contractor's or Sub-contractor's business location by ADHS MCH HAFIGA Program staff or a designee, once per year.
- 1.25 "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.
- 1.26 "State" means the State of Arizona, or ADHS. For purposes of this Contract, the term "State" shall not include the Contractor.

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2. CONTRACT TYPE:

This Contract shall be:

COST REIMBURSEMENT

3. CONTRACT INTERPRETATION:

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

4. CONTRACT ADMINISTRATION AND OPERATION:

- 4.1. Term. As indicated on the signature page of the Contract, the Contract shall be effective as of the Begin Date and shall remain effective until the Termination Date.
- 4.2. Contract Renewal. This Contract shall not bind, nor purport to bind, the State for any contractual commitment in excess of the original Contract period. The term of the Contract shall not exceed five years. However, if the original Contract period is for less than five years, the State shall have the right, at its sole option, to renew the Contract, so long as the

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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.

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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.

- 4.10.3. *Notwithstanding the above, if the Contractor is a State agency, the following shall apply instead:* It is the intention of ADHS and Contractor that all material and intellectual property developed under this Agreement be used and controlled in ways to produce the greatest benefit to the parties to this Contract and the citizens of the State of Arizona. As used in this paragraph, "Material" means all written and electronic information, recordings, reports, findings, research information, abstracts, results, software, data, discoveries, inventions, procedures and processes of services developed by the Contractor and any other materials created, prepared or received by the Contractor and subcontractors in performance of this Agreement. "Material" as used herein shall not include any pre-existing data, information, materials, discoveries, inventions or any form of intellectual property invented, created, developed or devised by Contractor (or its employees, subcontractors or agents) prior to the commencement of the services funded by this Agreement or that may result from Contractor's involvement in other service activities that are not funded by the Agreement.

- 4.10.4. Title and exclusive copyright to all Material shall vest in the State of Arizona, subject to any rights reserved on behalf of the federal government. As State agencies and instrumentalities, both ADHS and Contractor shall have full, complete, perpetual, irrevocable and non-transferable rights to reproduce, duplicate, adapt, make derivative works, distribute, display, disclose, publish and otherwise use any and all Material. The Contractor's right to use Material shall include the following rights: the right to use the Material in connection with its

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internal, non-profit research and educational activities, the right to present at academic or professional meetings or symposia and the right to publish in journals, theses, dissertations or otherwise of Contractor's own choosing. Contractor agrees to provide ADHS with a right of review prior to any publication or public presentation of the Material, and ADHS shall be entitled to request the removal of its confidential information or any other content the disclosure of which would be contrary to the best interest of the State of Arizona. Neither party shall release confidential information to the public without the prior expressly written permission of the other, unless required by the State public records statutes or other law, including a court order. Each party agrees to give recognition to the other party in all public presentations or publications of any Material, when releasing or publishing them.

4.10.5. In addition, ADHS and Contractor agree that any and all Material shall be made freely available to the public to the extent it is in the best interest of the State. However, if either party wants to license or assign an intellectual property interest in the material to a third-party for monetary compensation, ADHS and Contractor agree to convene to determine the relevant issues of title, copyright, patent and distribution of revenue. In the event of a controversy as to whether the Material is being used for monetary compensation or in a way that interferes with the best interest of the state or ADHS, then the Arizona Department of Administration shall make the final decision. Notwithstanding the above, "monetary compensation" does not include compensation paid to an individual creator for traditional publications in academia (the copyrights to which are Employee-Excluded Works under ABOR Intellectual Property Policy Section 6-908C.4.), an honorarium or other reimbursement of expenses for an academic or professional presentation, or an unprofitable distribution of Material.

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

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

5. COSTS AND PAYMENTS:

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

5.2. Recoupment of Contract Payments.

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

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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

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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.

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7.3. Force Majeure.

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

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

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

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

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

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

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

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

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

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

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

9. STATE'S CONTRACTUAL REMEDIES:

- 9.1. Right to Assurance. If the State, in good faith, has reason to believe that the Contractor does not intend to, or is unable to, perform or continue performing under this Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the State's option, be the basis for terminating the Contract.
- 9.2. Stop Work Order.
- 9.2.1. *Terms.* The State may, at any time, by written order to the Contractor, require the Contractor to stop all or any part of the work called for by this Contract for a period up to ninety (90) Days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the

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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

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

10.4.3. If the State terminates this Contract pursuant to this Section, the State shall pay the Contractor the Contract price for all Services and Materials completed up to the date of termination. In a fixed price contract, the State shall pay the amount owed for the Services or Materials by multiplying the unit of service or item cost by the number of unpaid service units or items. In a cost reimbursement contract, the ADHS shall pay for any costs that the Contractor can document as having been paid by the Contractor and approved by ADHS. In addition, the Contractor will be paid its reasonable actual costs for work in progress as determined by GAAP up to the date of termination. Upon such termination, the Contractor shall deliver to the ADHS all deliverables completed. ADHS may require Contractor to negotiate the terms of any remaining deliverables still due.

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

10.6. Termination for Default. The State reserves the right to terminate the Contract in whole or in part due to the failure of the Contractor to comply with any material obligation, term or condition of the Contract, to acquire 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.

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

13. CLIENT GRIEVANCES:

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

14. SOVEREIGN IMMUNITY:

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

15. FINGERPRINT AND CERTIFICATION REQUIREMENTS/JUVENILE SERVICES:

15.1. Paid and Unpaid Personnel. Pursuant to A.R.S. § 36-425.03, the Contractor shall ensure that all paid and unpaid personnel who are required or are allowed to provide Services directly to juveniles have obtained fingerprint clearance cards in accordance with A.R.S. § 41-1758 et. seq.

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

16. ADMINISTRATIVE CHANGES:

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

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

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

18. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA):

18.1. The Contractor warrants that it is familiar with the requirements of HIPAA, as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH Act) of 2009, and accompanying regulations and will comply with all applicable HIPAA requirements in the course of this Contract. Contractor warrants that it will cooperate with the Arizona Department of Health Services (ADHS) in the course of performance of the

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Contract so that both ADHS and Contractor will be in compliance with HIPAA, including cooperation and coordination with the Arizona Department of Administration-Arizona Strategic Enterprise Technology (ADOA-ASET) Office, the ADOA-ASET Arizona State Chief Information Security Officer and HIPAA Coordinator and other compliance officials required by HIPAA and its regulations. Contractor will sign any documents that are reasonably necessary to keep ADHS and Contractor in compliance with HIPAA, including, but not limited to, business associate agreements.

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

19. COMMENTS WELCOME:

The ADHS Procurement Office periodically reviews the Uniform Terms and Conditions and welcomes any comments you may have. Please submit your comments to: ADHS Procurement Administrator, Arizona Department of Health Services, 150 North 18th Avenue, Suite 260, Phoenix, Arizona 85007.

20. DATA UNIVERSAL NUMBERING SYSTEM (DUNS) REQUIREMENT:

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

21. THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA OR TRANSPARENCY ACT - P.L.109-282, AS AMENDED BY SECTION 6202(A) OF P.L. 110-252), FOUND AT [HTTPS://WWW.FSRC.S.GOV/](https://www.fsrcs.gov/) :

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

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22. TECHNOLOGY REPLACEMENT:

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

23. AUTHORIZATION FOR PROVISION OF SERVICES:

Authorization for purchase of services under this agreement shall be made only upon ADHS issuance of a Purchase Order that is signed by an authorized agent. The Purchase Order will indicate the agreement number and the dollar amount of funds authorized. The Contractor shall only be authorized to perform services up to the amount on the Purchase Order. ADHS shall not have any legal obligation to pay for services in excess of the amount indicated on the Purchase Order. No further obligation for payment shall exist on behalf of ADHS unless: a) The Purchase Order is changed or modified with an official ADHS Procurement Change Order, and/or b) An additional Purchase Order is issued for purchase of services under this agreement.

24. PUBLIC HEALTH EMERGENCIES:

24.1. In the event of a public health emergency, ADHS under the guidance of the federal funder may authorize a Contractor to temporarily reassign staff to address the emergency. Contractors shall adhere to the following reassignment conditions:

24.1.1. Approval from ADHS shall be requested prior to reassignment of staff.

24.1.2. Reassignment must be voluntary;

24.1.3. Locations for reassignment must be covered under the public health emergency; and

24.1.4. Any reassignment of staff shall be considered approved until further notice from the ADHS or until the Governor declares an end to the public health emergency.

24.2. ADHS shall continue to coordinate with program staff regarding the extent and duration of the planned assignment(s) and other potential impacts to the program.

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1. BACKGROUND:

- 1.1. The vision of the Arizona Department of Health Services (ADHS) is "Health and Wellness for all Arizonans." The ADHS conducts a five (5) year statewide needs assessment to examine key health indicators and provide a comprehensive overview of the health of Arizonans. ADHS published the 2019 Arizona State Health Assessment which utilizes an evidence-based public health approach to improve the health and wellness of Arizona residents. This assessment informs other federally funded programs within ADHS that also require statewide needs assessments. One (1) of those programs is the Title V Maternal and Child Health (MCH) Block Grant located within the Bureau of Women's and Children's Health (BWCH);
- 1.2. The mission of the BWCH is to "strengthen the family and community by promoting and improving the health status of women, infants, and children." The BWCH administers the federal Title V MCH Block Grant, other federally funded programs, as well as private, and state supported programs;
- 1.3. BWCH is responsible for the implementation of the Health Resources and Services Administration (HRSA) funded Title V MCH Block Grant. Established in 1935, in Title V of the Social Security Act, the goal of the Title V MCH Block grant is to improve the health and well-being of America's mothers, children and families including children with special health care needs by supporting and promoting the development and coordination of systems of care for the MCH population, which are family-centered, community based and culturally appropriate. The Title V MCH Block Grant has five (5) population domains which include: Women/Maternal Health, Perinatal/Infant Health, Child Health, Children with Special Health Care Needs, Adolescent Health. The sixth (6th) domain addresses Cross-Cutting and Systems Building;
- 1.4. The Title V MCH Block Grant also requires that a five (5) year statewide needs assessment be conducted and submitted as one (1) of the grant deliverables. The purpose of the Title V MCH statewide needs assessment is to identify the priority health needs and issues of Arizona's maternal and child health populations through a collaborative and systematic data collection and analytic process with stakeholder input. This needs assessment process is guided by eight (8) overarching principles and values that include:
 - 1.4.1. **Listen** to those who are not traditionally involved,
 - 1.4.2. **Learn** from community members as well as the MCH Community,
 - 1.4.3. **Honor** and **respect** the work that others in the community and state have completed to assess the well-being of Arizona residents,
 - 1.4.4. **Assess health disparities** across communities including racial, socioeconomic and access,
 - 1.4.5. Use a **life course development approach and address social determinants of health** as a framework for planning,
 - 1.4.6. **Recognize** that social, political and economic policies and conditions impact health outcomes,
 - 1.4.7. **Value the community** as a core partner in public health and work to assure the equity in health, and
 - 1.4.8. Plan, develop and **evaluate programs and systems of care** which are comprehensive, community-based, culturally competent, coordinated and effective.

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1.5. The Title V MCH Block Grant uses a three-tiered National Performance Measurement Framework (Attachment A) which includes National Outcome Measures (NOMs), National Performance Measures (NPMs) and state-initiated Evidence-based or informed Strategy Measures (ESMs). The framework provides flexibility to a state in identifying the best combination of measures to address the MCH priority needs that were identified based on the findings of the Five-Year Needs Assessment (Attachment B).

2. PURPOSE:

The purpose of this IGA is to leverage partnerships between ADHS and Local County Health Departments by providing Title V MCH Block Grant funding to support the implementation of health priorities identified through the Arizona Statewide Needs Assessment and MCH statewide needs assessment. This IGA is intended to provide flexibility to the Local County Health Department to meet the needs of local communities through high impact strategies that align with the 2020-2025 MCH health priorities, the identified national performance measures and administrative functions.

3. OBJECTIVES:

3.1. Counties will implement evidence-based/evidence-informed strategies at the local community level that:

3.1.1. Promote and implement evidence-based or evidence-informed strategies that enhance preventive and primary care services for pregnant women, mothers and infants up to age one (1) for the Women/Maternal and Perinatal Infant population domains,

3.1.2. Promote and implement evidence-based or evidence-informed strategies that enhance preventive and primary care services for the Child Health, Adolescent Health and Children with Special Health Care Needs population domains,

3.1.3. Enhance family, youth, and community engagement for all five (5) population domains in the MCH Block Grant including children and families with special health care needs, and

3.1.4. Promote and implement evidence-based or evidence-informed strategies that enhance cross-cutting and system building infrastructure.

4. SCOPE OF WORK:

4.1. Counties can select to implement strategies within population domains and/or in National Performance Measures.

4.1.1. Population domains include:

4.1.1.1. Women/Maternal Health – women ages eighteen (18) to forty-four (44), before, during, and beyond pregnancy; and across the life course;

4.1.1.2. Perinatal/Infant Health – infants during the time surrounding childbirth, particularly three (3) months before and one (1) year after;

4.1.1.3. Child Health – children one (1) to ten (10) years of age;

4.1.1.4. Adolescent Health – young people ages ten (10) to nineteen (19) years of age;

4.1.1.5. Children/Youth with Special Health Care Needs – children/youth with a diverse range of needs ranging from behavioral and emotional conditions to chronic conditions, to more medically complex health issues;

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- 4.1.1.6. Cross-cutting and Systems Building - priority need such as oral health, access to care, injury prevention, etc. that is related to program capacity and/or systems-building as it applies to all/any of the MCH population domains; or
- 4.1.1.7. Emerging Issues - projects and/or strategies that become prominent and are unique to a particular County, for example, reassignment of staff to address the COVID-19 pandemic or any other public health emergency, conducting focus groups to determine how to improve services for children/youth with special health care needs, etc.
- 4.1.2. NPMs selected by the State and identified through the findings of a five (5) year needs assessment include:
 - 4.1.2.1. NPM #1 - Well-woman visits - Percent of women, ages eighteen (18) through forty-four (44), with a preventive medical visit in the past year, and family planning services;
 - 4.1.2.2. NPM #4 Breastfeeding – A) Percent of infants who are ever breastfed and B) Percent of infants breastfed exclusively through six (6) months of age;
 - 4.1.2.3. NPM #6 Developmental Screening - Percent of children, ages nine (9) through thirty-five (35) months, who received a developmental screening using a parent-completed screening tool in the past year;
 - 4.1.2.4. NPM #9 Bullying - Percent of adolescents, ages twelve (12) through seventeen (17), who are bullied or who bully others;
 - 4.1.2.5. NPM #10 Adolescent well visits - Percent of adolescents, ages twelve (12) through seventeen (17), with a preventive medical visit in the past year;
 - 4.1.2.6. NPM #12 Transition - Percent of adolescents with and without special health care needs, ages twelve (12) through seventeen (17), who received services necessary to make transitions to adult health care; and
 - 4.1.2.7. NPM #13 Preventive dental visits for pregnant women, children and adolescents - A) Percent of women who had a dental visit during pregnancy; and B) Percent of children, ages one (1) through seventeen (17), who had a preventive dental visit in the past year.
- 4.1.3. If strategies selected by the Counties do not align with the State selected NPMs listed above, BWCH in partnership with Counties will develop State Performance Measures (SPMs) as needed to measure priority needs that have not been addressed through the selected NPMs, and
- 4.1.4. Counties may elect to provide Family Planning Services which would qualify under NPM #1 and the Women/Maternal Health population domain:
 - 4.1.4.1. Implement a clinic based reproductive health program which enhances maternal and child health;
 - 4.1.4.2. Provide accessible, comprehensive education, screening and contraceptive services to underserved individuals of reproductive age; and
 - 4.1.4.3. Adhere to the ADHS Family Planning Policy and Procedure Manual (Attachment H).
- 4.2. This IGA offers a variety of evidence-based and evidence-based informed strategies designed to

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promote and positively impact the health status and outcomes of the MCH population in Arizona. Contingent upon available funding, Local County Health Departments are expected to implement at multiple levels, in accordance with local community needs infrastructure activities that integrate and build on each other to optimize the health improvements of the community. Counties have the option to select from a menu of evidence-based/evidence-informed strategies (Attachment B) or to propose their own evidence-based/evidence informed strategies that are identified as a need in their communities;

- 4.3. MCH has created Skill Sets in each of the NPMs to support implementation and further assist with thinking not only about evidence and strategies to make change but the capacity of the workforce to carry out activities (Attachment B); and
- 4.4. Where applicable, strategies shall be inclusive of children with special health care needs. Though counties are not required to implement strategies to specifically target this population, strategies designed for children, adolescents, and families assume an integrated approach that includes this population.

5. EVALUATION:

- 5.1. Performance measures and evaluations allow the counties and ADHS to collaboratively track progress, process indicators, outcomes measures, and impacts. As part of the local evaluation plan, the counties will be responsible for measuring the short term, and intermediate outcomes. Monitoring progress on short-term outcomes provides an opportunity for the counties to make adjustments to strategies to ensure increased long-term impact. ADHS in coordination with the counties will be responsible for measuring the long-term and impact outcomes. Process indicators, outcomes measures, and impacts must clearly relate to the selected strategies and activities identified within each County's Annual Action Plan; and
- 5.2. ADHS will provide technical support to counties on selecting the appropriate indicators to measure process and outcomes as they align with the new Title V MCH Priorities and Performance Metrics.

6. APPROVALS:

- 6.1. The quarterly reports, annual action plans, annual budget workbook, and monthly CERs with receipts supporting expenses billed for in-state and out-of-state travel and equipment purchases of \$250 or more, as required and/or requested shall be approved by ADHS prior to payment reimbursement;
- 6.2. Upon approval of the Action Plan, any changes to the approved activities, or strategies must be resubmitted to ADHS for review and approval prior to implementation;
- 6.3. Any requests to provide additional information on quarterly reports will require resubmission of the report for ADHS review and approval prior to payment reimbursement;
- 6.4. Purchases of Capital Equipment (single item purchase of \$5,000 or more) will require approval prior to purchasing;
- 6.5. All marketing materials (the use of ADHS logo, brochures, posters, public service announcements, paid media, videos, etc.) which have been developed, written, published, or recorded by the Counties and paid for with funds from this award must be first approved by ADHS prior to the dissemination of such materials or airing or use of such announcements;
- 6.6. All County local emerging issues and related supporting documentation must be approved by ADHS prior to implementation;

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- 6.7. Any evaluation or study to be conducted that involves human subjects must be approved by ADHS prior to conducting; and
- 6.8. Request approval in writing to the MCH HAF IGA Program Manager for purchases of single items of capital equipment at or above the purchase price of five thousand dollars (\$5,000.00);
 - 6.8.1. Requests can be made via email and shall include the following information:
 - 6.8.2. Type of equipment requesting to be purchased,
 - 6.8.3. Cost of equipment, and
 - 6.8.4. How the proposed purchase supports the current approved scope of work and annual action plan.

7. TASKS:

- 7.1. The Local County Health Department Contractor shall for the overall IGA:
 - 7.1.1. Develop and submit an Annual Budget Workbook due January 15th of each year for the following year's budget period, including the federally approved indirect rate letter,
 - 7.1.2. Develop and implement an Annual Action Plan within the first forty-five (45) days of each budget period,
 - 7.1.3. Implement the selected approved evidence-based and/or evidence-informed strategies outlined in County Action Plans,
 - 7.1.4. Participate in all calls (monthly, bi-monthly, quarterly), technical assistance calls, webinars, meetings, and training, and
 - 7.1.5. Participate in the development of a shared comprehensive evaluation plan and report out on any performance measures related to the implementation of their activities (process and/or intermediate), or as defined by the funding sources.

7.2. Complete tagging and inventory of equipment in compliance with the policy in the State of Arizona Accounting Manual, <https://gao.az.gov/sites/default/files/2535%20Stewardship%20190304.pdf>;

- 7.2.1. Submit documents to the MCH HAF Program Manager pertaining to the asset, i.e., receiving papers, invoice, purchase order, receipt, etc., and
- 7.2.2. Documents shall include the make, model, serial number, and acquisition date of the asset.

7.3. All out-of-state travel shall follow the travel and per diem policies as outlined in the State of Arizona Accounting Manual;

- 9.5.1 <https://gao.az.gov/sites/default/files/5009%20Traveler%20Responsibilities%20Draft%20200113.pdf>, and
- 9.5.2 <https://gao.az.gov/sites/default/files/5095%20Reimbursement%20Rates%20%20190102%20a.pdf>.

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7.4. Food purchases for events are an allowable cost under this grant. Food costs less than \$500 per event and cumulative cost less than \$5,000 annually do not require prior approval when spent within the State of Arizona Accounting Manual policies;

7.4.1. When food costs exceed the allowable thresholds set forth in the IGA, requests to purchase food shall be required by completing the *Request for Purchase of Food* form (Attachment F) and submitting to the MCH HAF Program Manager,

7.4.1.1. Requests shall be submitted ten (10) business days prior to needing to purchase food items;

7.4.1.2. Blanket food approval requests can be submitted for approval if multiple events, of the same nature, are reoccurring. The request shall indicate the number of events that will be held during the year and number of people attending; and

7.4.1.3. No food shall be purchased or reimbursed until the form has been approved and signed by the MCH HAF Program Manager.

7.4.2. Purchases shall follow the Food and Beverages policy outlined in the State of Arizona Accounting Manual, <https://gao.az.gov/sites/default/files/8010%20Food%20and%20Beverages%20at%20State-sponsored%20Events%20181113.pdf>, which includes but is not limited to:

7.4.2.1. Food provided must not exceed the allowable ADHS per person, per diem meal rates.

7.4.3. Justification for providing food at events requires but is not limited to:

7.4.3.1. how providing food serves a valid public purpose and does not violate the "gift clause",

7.4.3.2. is an integral part of the function, and

7.4.3.3. Benefits to the community.

7.4.4. A speaker/presentation during the time the meal is provided is required, and

7.4.5. Food provided should be healthy items. Please see the ADHS Healthy Meeting Policy for further guidance on nutritional guidelines for events/meetings: <https://azdhs.gov/documents/prevention/nutrition-physical-activity/healthy-meeting-policy.pdf>.

7.5. Comply with all federal reporting requirements;

7.6. At least one (1) Program Manager or coordinator from each of the MCH HAF IGA programs must be in attendance at the Annual HPHC/MCH HAF IGA Summit;

7.7. Counties implementing Family Planning Programs with MCH HAF IGA funding shall abide by all standards and protocols outlined in the Family Planning Policies & Procedures manual (Attachment H); and

7.8. County program staff implementing strategies in this IGA will be required to participate in a one-time MCH HAF IGA orientation webinar, date to be determined.

7.9. ADHS will provide:

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- 7.9.1. Review, feedback, and approval of the Annual Action Plan(s) within thirty (30) days of submitting,
- 7.9.2. Review, feedback, and approval of the annual Budgets Workbooks, CERs and Supporting Documentation within thirty (30) days of submission,
- 7.9.3. Feedback, technical assistance, and training to support the approved Annual Action Plan(s), Annual Budget, Quarterly Reporting, and Supporting Documentation,
- 7.9.4. Samples of evidence-based and/or evidence-informed strategies and supporting resources,
- 7.9.5. A Quarterly Reporting template upon execution of the IGA,
- 7.9.6. The Annual Action Plan template upon execution of the IGA,
- 7.9.7. Annual Budget Workbook and CER templates upon execution of the IGA,
- 7.9.8. Outcome Measures and examples of process, or intermediate performance measures, as needed,
- 7.9.9. Access to virtual technical assistance and guidance from ADHS staff, Local County Health Department peers/mentors, and subject matter experts related to the strategies for which the County has received funding, and
- 7.9.10. Coordinate and conduct annual Contractor site visits.

8. STATE PROVIDED ITEMS:

- 8.1. Attachment A – Maternal and Child Health National Performance Framework;
- 8.2. Attachment B – Evidence-based/Evidence-informed Strategies for MCH populations;
- 8.3. Attachment C – Contractor Expenditure Report (CER);
- 8.4. Attachment D – Financial Supporting Documentation Requirements;
- 8.5. Attachment E – Line Item Budget Move Tool;
- 8.6. Attachment F – Request for Food Form;
- 8.7. Attachment G – Emerging Issues Request Process and Form; and
- 8.8. Attachment H – Family Planning Policies and Procedures Manual
- 8.9. Upon execution of IGA:
 - 8.9.1. Action Plan Template,
 - 8.9.2. Quarterly Report Template, and
 - 8.9.3. Budget Workbook Template.

CONTRACT NUMBER	INTERGOVERNMENTAL AGREEMENT (IGA)
IGA2020-048	SCOPE OF WORK

9. Restrictions:

9.1. Funds cannot be used for any of the following:

- 9.1.1. Lobbying activities, including the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government,
- 9.1.2. Inpatient services, other than inpatient services provided to children with special health care needs or to high-risk pregnancy women and infants and such other inpatient services approved by the Secretary of the Department of Health and Human Services (DHHS),
- 9.1.3. Cash payments to intended service recipients of health services,
- 9.1.4. The purchase or improvements of land; the purchase, construction or permanent improvement (other than minor remodeling) of any building or other facility; or the purchase of major medical equipment – unless the ADHS has obtained a waiver from the Secretary of DHHS,
- 9.1.5. Satisfying any requirements for the expenditure of non-federal funds as a condition for the receipt of federal funds,
- 9.1.6. Providing funds for research or training to any entity other than a public or non-profit private entity, and
- 9.1.7. Payment for any item of service (other than an emergency item or service) furnished by or at the medical direction or prescription of an ineligible or uncertified individual or entity.

10. Deliverables:

- 10.1. Annual Action Plan within the first forty-five (45) days of each budget period;
- 10.2. Contractor Expenditure Report (CER) to ADHS, due thirty (30) days following each month of services.
 - 10.2.1. Receipts supporting expenses billed for any in-state/out-of-state travel and equipment purchases of \$250 or more are to also be submitted, and
 - 10.2.2. Upon request from ADHS, all receipts supporting expenses billed for a selected CER shall be submitted for review.
- 10.3. Written Quarterly Reports, due thirty (30) days after each quarter end (Q1: July – September; Q2: October – December; Q3: January – March; and Q4: April – June);
- 10.4. A final CER invoice no later than forty-five (45) days following the end of each contract year;
- 10.5. Annual Budget Workbook due by January 15th, for the next year's fiscal period;
- 10.6. Annual Report forty-five (45) days following the end of each Contract year; and
- 10.7. Family Planning Programs funded through this IGA will submit monthly data into the Family Planning Database as outlined in the policies and procedures manual.

CONTRACT NUMBER	INTERGOVERNMENTAL AGREEMENT (IGA)
IGA2020-048	SCOPE OF WORK

- 10.7.1. Submit monthly CERs (Attachment C) and maintain sufficient documentation in the form of receipts in support of expenses incurred for any purchases that are being claimed for reimbursement or applied as match dollars to a budget (Attachment D),
 - 10.7.1.1. Supporting documentation shall be kept by the Contractor and does NOT need to be submitted with quarterly CERs with the exception of travel documentation (in-state and out-of-state) and single purchases of equipment exceeding \$250, and
 - 10.7.1.2. Documentation supporting all expenses being billed shall be provided as requested by ADHS.
- 10.8. Provide the MCH HAF Program Manager with contact information of all program staff funded under this IGA within thirty (30) days of IGA execution to include:
 - 10.8.1. Name, title, email address and phone numbers,
 - 10.8.2. Staff Resumes, and
 - 10.8.3. Program area assigned.
- 10.9. Submit the MCH HAF Program Manager of all staffing and programmatic changes within fifteen **(15) days** providing information outlined in 10.8;
- 10.10. Request to transfer budget amounts between line items, exceeding twenty-five percent (25%) of total annual budget or to a non-funded line item, will require a revised budget be submitted to the MCH HAF Program Manager and a IGA amendment issued by ADHS Procurement; and
- 10.11. Submit brochures, posters, public service announcements, paid media, videos, sponsorships, etc., to be paid for with funds from this IGA prior to development and use.

11. NOTICES, CORRESPONDENCE, REPORTS, AND INVOICES:

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

MCH HAF Program Manager
 Arizona Department of Health Services
 150 N. 18th Avenue
 Phoenix, AZ 85007-3242
 Email: TBD

- 11.2. Invoices shall be emailed to: invoices@azdhs.gov
- 11.3. Notices, Correspondence, Reports and Payments from ADHS to the Contractor shall be sent to:

Contractor Apache County Public Health Services District
 Attention Valerie Porter
 Address 323 S Mountain Ave
 City, State, ZIP Springerville, AZ 85938
 Phone 928-333-2415

CONTRACT NUMBER	INTERGOVERNMENTAL AGREEMENT (IGA) SCOPE OF WORK
IGA2020-048	

Fax 928 337-5876

Email vporter@co.apache.az.us

CONTRACT NUMBER	INTERGOVERNMENTAL AGREEMENT (IGA)
IGA2020-048	PRICE SHEET

Apache County MCH Healthy Arizona Families IGA Cost-Reimbursement Price Sheet FY21	
ACCOUNT CLASSIFICATION	LINE ITEM TOTALS
PERSONNEL EXPENSES	\$36,644.00
EMPLOYEE RELATED EXPENSES	\$23,670.00
PROFESSIONAL & OUTSIDE SERVICES EXPENSES	\$4,800.00
TRAVEL EXPENSES	\$3,700.00
OCCUPANCY EXPENSES	\$0.00
OTHER OPERATING EXPENSES	\$22,773.00
CAPITAL OUTLAY EXPENSES	\$.00
INDIRECT COST EXPENSES (IF AUTHORIZED)	\$0.00
TOTAL \$91,587.00	
<i>The Contractor is authorized to transfer up to a maximum of twenty-five percent (25%) of the total budget amount between line items.</i>	
<i>Transfers <u>exceeding</u> twenty-five percent (25%) or to a non-funded line item shall require an amendment.</i>	

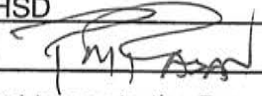
Apache County Board of Directors
AGENDA ITEM REVIEW FORM

date/time stamp

Submitter's Name: (Individual, Organization, or County Department)

Preston Raban, Director ACPHSD

Date/Signature: 08/18/2020



Describe in detail what you want to say to the Board and what action you want the Board to take:

ACPHSD requests discussion and possible approval of the agreement between ACPHD and Arizona Local Government Employee Benefits Trust (AZLGEBT) and the Rural Arizona Health Group Trust (RAGHT) Amendment #3 replacing Section II(1)(A) and Exhibit A.

BOS Meeting Date Requested 09/01/2020

PRE-AGENDA ITEM REVIEW

Legal Review:

Signature



Check if item does not require review

Finance Review:

Signature

Check if item does not require review

x

Human Resources Review:

Signature

Check if item does not require review

x

Other Review:

Signature

Check if item does not require review

x

Reviews completed, item approved for Agenda.

Board Clerk's Initials

**Arizona Local Government Employee Benefit Trust and Rural Arizona
Group Health Trust Wellness Program Services Agreement**

Amendment # 3

The Agreement for flu and pneumonia vaccinations and services between Apache County Health Department and Arizona Local Government Employee Benefit Trust (hereafter “AZLGEBT”) and Rural Arizona Group Health Trust (hereafter “RAGHT”) (the “Agreement”), effective July 24, 2017 is hereby amended effective September 1, 2020 as noted below. All other terms of the Agreement not previously amended or amended by this Amendment remain in full force and effect.

1. **The currently in force Section II(1)(A) shall be deleted in its entirety and replaced with the following:**

A. Apache County Health Department shall provide, and/or cause to be provided, the following services as elected by Beneficiaries using the billing codes and reimbursement amounts shown hereto:

Procedure	Procedure Code	Reimbursement
Adult flu vaccine (under 65)	90686	\$41.48
Flu vaccine (over 65)	90653	\$72.80
Pneumonia PCV13	90670	\$227.00
Pneumonia PPV23	90732	\$103.85

2. **The currently in force Exhibit “A” shall be deleted in its entirety and replaced with the following:**

EXHIBIT A

Vaccination Schedule

Date	Time	Location	Address
10/14/2020	1:30pm-3:30pm	St. Johns Annex: Board Room	75 W. Cleveland St., St. Johns
10/14/2020	4:00pm-5:00pm	St Johns Road Yard	120 US-180, St. Johns
10/15/2020	6:00am-7:00am	RV Road Yard	7 South Hwy 80, Eagar
10/20/2020	8:30am-10:00am	Springerville Town Hall: Johnson/Udall Room	418 E. Main St., Springerville
10/21/2020	10:00am-11:00am	Chinle Road Yard	Hwy 191, Chinle
10/21/2020	11:30am-12:30pm	Ganado Road Yard	Hwy 264, Ganado
10/21/2020	2:00pm-3:00pm	Sanders/Chambers Road Yard	US-191 Frontage Rd., Chambers

IN WITNESS WHEREOF, the parties hereto have executed the Amendment on the day and year first above written.

AZLGEBT:

By: _____

Ryan Patterson, Trust Chairperson
Name, Title

1115 Stockton Hill Rd., Ste. 101
Address

Kingman, AZ
City, State

(928) 753-4700
Telephone Number

Date: _____

RAGHT:

By: _____

Pat Nichols, Trust Vice-Chairperson
Name, Title

1115 Stockton Hill Rd., Ste. 101
Address

Kingman, AZ
City, State

(928) 753-4700
Telephone Number

Date: _____

Apache County Health Department:

By: _____

Preston Raban Director
Name, Title

PO Box 697
Address

SJ, AZ 85936
City, State

928 337 7532
Telephone Number

Date: _____

REVIEWED AND APPROVED AS TO FORM:



Michael E. Hensley, Legal Counsel to the Trusts

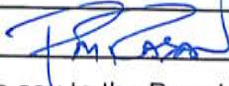
Date: August 7, 2020

Apache County Board of Directors
AGENDA ITEM REVIEW FORM

Submitter's Name: (Individual, Organization, or County Department)

Preston Raban, Director ACPHSD

Date/Signature: 08/18/2020



Describe in detail what you want to say to the Board and what action you want the Board to take:

ACPHSD requests discussion and possible approval of the Acceptance of Offer from ADHS for the Health Start Program CTR050593 effective July 6, 2020 through June 30, 2025 in the amount of \$119,000 each fiscal year. This program is a family-centered continuum of the basic prenatal and family head education, referral, and advocacy services.

BOS Meeting Date Requested 09/01/2020

PRE-AGENDA ITEM REVIEW

Legal Review:

Signature



Check if item does not require review

Finance Review:

Signature



Check if item does not require review

Human Resources Review:

Signature

Check if item does not require review

x

Other Review:

Signature

Check if item does not require review

Reviews completed, item approved for Agenda.

Board Clerk's Initials



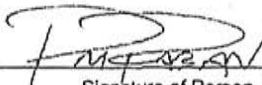
ATTACHMENT A
Offer and Acceptance
REQUEST FOR PROPOSAL No.: BPM002372
HEALTH START PROGRAM

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

TO THE STATE OF ARIZONA:

The Undersigned hereby offers and agrees to furnish the material, service or construction in compliance with all terms, conditions, specifications and amendments in the Solicitation and any written exceptions in the offer. Signature also certifies Small Business status.

Apache County Health Services District
 Company Name


 Signature of Person Authorized to Sign Offer

P.O. Box 697 / 75 W. Cleveland St
 Address

Preston Raban
 Printed Name

St. Johns Arizona 85936
 City State Zip

Health Director
 Title

082897786
 DUNS No

(928)337-7532 praban@co.apache.az.us
 Phone & Email Address

By signature in the Offer section above, the Offeror certifies:

1. The submission of the Offer did not involve collusion or other anticompetitive practices.
2. The Offeror shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246, State Executive Order 2009-9 or A.R.S. §§ 41-1461 through 1465.
3. The Offeror has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer. Failure to provide a valid signature affirming the stipulations required by this clause shall result in rejection of the offer. Signing the offer with a false statement shall void the offer, any resulting contract and may be subject to legal remedies provided by law.
4. The Offeror certifies that the above referenced organization IS/ IS NOT a small business with less than 100 employees or has gross revenues of \$4 million or less.

ACCEPTANCE OF OFFER

The Offer is hereby accepted.

The Contractor is now bound to sell the materials or services listed by the attached contract and based upon the solicitation, including all terms, conditions, specifications, amendments, etc., and the Contractor's Offer as accepted by the State.

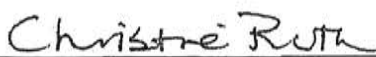
This Contract shall henceforth be referred to as Contract No.: CTR050593

The effective date of the Contract is July 6, 2020

The Contractor is cautioned not to commence any billable work or to provide any material or service under this contract until Contractor receives purchase order, contract release document or written notice to proceed.

State of Arizona

Awarded this 6th day of July 2020


 Procurement Officer

CHAPTER 1

INTRODUCTION

1.1 Health Start Program Background and Description

In 1982, Arizona began experiencing a steady increase in the rate of women receiving inadequate or no prenatal care, and in 1984 the Rural Health Office of the University of Arizona College Of Medicine in the Department of Family and Community Medicine developed community health worker programs to address gaps in the health care infrastructure in Arizona. One of the earliest programs, "Un Comienzo Sano/A Health Beginning" was established to deliver prenatal and perinatal care particularly among rural and minority populations. By 1990, the state was ranked 45th in the nation for the number of women receiving adequate prenatal care. Many Arizona women experience barriers that kept them from seeking prenatal care. These barriers encompass a number of social and cultural factors, as well as geographical accessibility. African American, Hispanic, and Native American women are four times more likely than Anglos (non-Hispanic Whites) to receive no prenatal care. These same groups have the highest infant mortality rates in Arizona, and the low birth weight rate among African Americans is twice that of any other group.

Teens comprised approximately 6.2% of births in Arizona in 2017 and were 13% of clients enrolled in Health Start. Young women in their teens report the highest rates of late or no prenatal care. They are three times more likely to receive inadequate or no prenatal care than are older women, and are therefore at special risk for poor pregnancy outcomes. The cultural, emotional and financial problems encountered by teens add to their risk for complications during pregnancy. Barriers to adequate prenatal care, both real and perceived, also contribute to poor pregnancy outcomes for this group.

Since 1985, Arizona has experienced persistent outbreaks of vaccine-preventable diseases among its children. This is due in large part to the state's low immunization rates, particularly among its disadvantaged children. Although efforts to improve immunization rates have increased in recent years, success rates for children younger than 4 have lagged behind. Statistics from the American Academy of Pediatrics in 2017 indicated that only 66.5% of children ages 19-35 months old in Arizona had completed the combined 7 vaccine series of immunizations.

In 1992, the Health Start Program was established in Arizona, administered by the Arizona Department of Health Services' (ADHS) Office of Women's and Children's Health. Health Start is a neighborhood outreach program that helps high-risk pregnant women obtain early and consistent prenatal care and, for their children, timely immunizations. Early and continuous prenatal care is one core determinant that is associated with the prevention of low birth weight and birth defects. It also ensures adequate immunizations that are provided protect women and children from preventable diseases.

From July 1993 through June 1994, there were over 1,000 pregnant women served in

seven (7) neighborhood/community locations throughout Arizona. During this time period, follow up for infants to age two and their siblings was initiated through funding provided by a three year grant from the National Association for the Education of Young Children.

In 1994, the Arizona State Legislature passage of the Arizona Children and Families Stability Act: Arizona State Statute §36-697 formalized and expanded several early intervention programs for Arizona's high-risk children and families, including the Health Start Program. The legislation established overall goals and structure for the program, and extended the family follow-up period from two years to four years. The program was originally funded through state general funds which were eliminated in 2002. Funding was shifted to the Tobacco Litigation Settlement Fund and then to the Healthy Arizona Initiative lottery funds in 2004 where it continues to receive annual allocations.

In March of 1998, the Health Start program was notified that the State Legislature was cutting state funding for the Health Start Program (FY1998). In July 1998, the Prenatal Outreach Program was established with Federal and donated funds. Prenatal Outreach with seven sites followed the same guidelines as Health Start except that the children were only followed until the age of two, group classes were added to the curriculum, and all the recommended changes from the Auditor General's Report were added. In May 1999, the FY 2000 Health Start Program was funded by the State Legislature general funds until June 2004, and was expanded to cover postpartum women. In August 1999 (FY 2000), eight Health Start sites were implemented which served 1312 prenatal women, 9 postpartum women, 202 non pregnant women (Family Planning only), and 599 children. Health Start increased to fifteen sites in July 2000 (FY2001), and served 3057 pregnant women, 68 postpartum women, 367 non-pregnant women (Family Planning only), and 1147 children. In FY 2005, the program issued another Request for Proposal (RFP) and funded 16 programs for 5 years until June 2010. Two of the projects terminated their contracts with ADHS. In 2010 the program funded another 13 projects through June 2015. Funding for the program during the 2005- 2010 time period was provided through a mix of state general funds, and state lottery funds until state funds were cut. From 2010 – 2020 state lottery funds supported the program. Currently, the program funds 14 sites through the Arizona State Lottery funds at approximately 2 million dollars. In state fiscal year 2019, there were 2,300 unduplicated clients served and over 18,221 visits provided.

Using community health workers who reflect the ethnic, cultural and socioeconomic makeup of the neighborhoods they serve, the Health Start Program connects pregnant/postpartum women with community resources that provide prenatal and related infant/ child services. The families are followed for two years after the birth of the child to assist with identification of a "medical home" for each family member and to encourage immunizations for all children in the family. The community health workers also provide education on normal child development and parenting skills, and may serve as a referral source in the identification of children with special needs.

Health Start recruits community health workers from within the targeted communities because it is felt that they are most knowledgeable of the local customs, problems,

cultures and service system. By utilizing neighborhood or community health workers, the program works to assure that the program respects the differences in culture, family structure, personal and family resources which are found in the different communities throughout the state, while addressing the needs of women, children and their families based on the unique characteristics of the community in which they live. By making the program sensitive and responsive to local concerns, Health Start attempts to promote collaborative efforts within the community to improve the health of women, children and their families.

1.2 Mission Statement

The mission of the Health Start Program is to educate, support, and advocate for families at risk by promoting optimal use of community based family health care services and education services through the use of community health workers, who live in, and reflect the ethnic, cultural and socioeconomic characteristics of the community they serve.

1.3 Program Goals and Objectives

The overall goals of the Health Start Program, as determined by Arizona State Statute §36-697 are:

1. Increase prenatal care services to pregnant women.
2. Reduce the incidence of infants who at birth weigh less than one thousand five hundred grams (1,500 grams, 3 lbs 4 oz) and who require more than seventy-two (72) hours of neonatal intensive care.
3. Reduce the incidence of children affected by childhood diseases.
4. Increase the number of children receiving age appropriate immunizations by two years of age.
5. Reduce the health disparities among highly vulnerable populations through increased awareness by educating families:
 - On the importance of good nutritional habits to improve the overall health of their children.
 - On the need for developmental assessments to promote the early identification of learning disabilities, physical handicaps or behavioral health needs.
 - Of the benefits of preventative health care and the need for screening examinations such as hearing and vision.

1.4 Services To Be Provided

The core service(s) in the Health Start Program is the family-centered continuum of basic prenatal and family health education, referral, and advocacy services. The services are delivered through prenatal and family follow-up mother/caregiver visits and child visits to enrolled clients and families, and prescheduled classes. Services are most commonly provided at a prescheduled home visit, in the client's primary residence, but can be provided in the child's natural environment or in the office. The service may also be provided at other community/ neighborhood locations, based on client need and preference. Client visits may also be provided upon approval by ADHS in temporary alternative living situations including but not limited to rehabilitation centers, jails, inpatient treatment centers or homeless shelters on a case by case basis.

Per ARS §36-697, the Health Start Program, through its community health workers, shall:

1. Identify pregnant women in the first trimester or as soon as possible and postpartum mothers and families in the community health worker's neighborhood or community, and enroll them in the program.
2. Inform clients of how to receive prenatal care services.
3. Assist clients to access appropriate prenatal care.
4. Educate clients on appropriate prenatal and neonatal care, preventative health care and child wellness, including appropriate nutritional habits to improve the overall health of their children.
5. Assist and encourage clients to provide age appropriate immunizations so that their children are fully immunized by two years of age.
6. Assist and encourage clients and their families to access comprehensive public and private preschool and other school readiness programs.
7. Assist clients to apply for private and public financial assistance.
8. Assist clients and their families to access other applicable community and public services, including employment services.
9. Provide clients with a list of local private, both non-profit and for profit, and public educational institutions and governmental agencies that provide program and referral services (Arizona Family Resource Guide).
10. Assist clients to access adult services including, continuing education, employment & other community involvement, such as religious or social services, as appropriate.

1.5 Overview of ADHS and Contractor Roles

The formalization of the Health Start Program into Arizona law (ARS Arizona State Statute §36-697) increased the scope and funding for Health Start services. The Arizona Department of Health Services (ADHS) is designated as the state agency responsible and accountable for program goals and expenditures. With the expansion of the program, and a subsequent increase in program documentation requirements, there is a commensurate need for ADHS to establish a high-level structure and framework for attaining program goals and objectives.

ADHS provides the criteria, policies, and requirements for developing and implementing the Health Start Program in a neighborhood or community. These requirements include community health worker training guidelines and employment guidelines that include background checks for all program personnel who have direct contact with pregnant and postpartum women and their families or who will have access to program participant records. These guiding principles reflect the core requirements of the legislation (ARS§ 36-697), while also attempting to promote the community/client-centered approach that is the cornerstone of the program.

ADHS contracts with local public and private agencies (Contractors), who recruit, train, and manage a unique group of service providers, called community health workers. Community health workers reach out to eligible women in their communities to enroll them in the program. They provide basic prenatal and family health education, referral, and advocacy services. Health Start is a link for clients to programs that reduce illiteracy, encourage employment, self-sufficiency and community involvement. Contractors develop and oversee a network of resources and referral sources that the community health workers utilize to serve the Health Start clients. Contractors, utilizing methods that are appropriate for the demographics and particular characteristics of their community, determine how to achieve program standards and desired outcomes. Within the framework of the Health Start Program is the flexibility for Contractors to implement the program in a manner that "fits" their neighborhood or community.

ADHS and its Contractors share a dynamic role in the continued expansion and evolution of Arizona's Health Start Program to include Life Course Theory (LCT) by focusing on preconception and inter-conception health care education, screenings, and limited services by community health nurses. ADHS performs a variety of roles in the oversight of the Health Start Program: monitor; regulator; partner; facilitator; technical advisor; educator, and payer. In addition to working with the Contractors to distribute the Arizona Family Resource Guide compiled under section 36-698 to Health Start clients, ADHS also distributes the resource guides to hospitals, physicians, health clinics, and other home visiting programs.

Within the structure and framework of the Health Start Program, ADHS has delegated responsibility to Contractors to develop, implement, and manage all aspects of the program at the contracted site. Management responsibilities include, but are not limited to: administrative and support staff; program site organization and operations; community health worker recruitment, training, and monitoring; referral and information networks; service delivery systems; program documentation; quality management

activities; policy and procedure development, and, site-specific program evaluation activities. Additional information about the roles and responsibilities of ADHS and Health Start Contractors is contained in various sections throughout this policy manual.

1.6 Services to be Referred

The "agents" for delivering Health Start Program services are community health workers. These community health workers provide basic health education, referral, and advocacy services for at risk pregnant women and postpartum mothers and families in their communities. Community health workers can be thought of as a catalyst in helping pregnant women/mothers and their families to access prenatal care, and preventive medical care and services.

Community health workers must refer any potential or identified need for medical diagnosis or treatment, preventive health care services, behavioral health services, or social services to a qualified health care or social services professional or provider. The family must be followed until the advanced services are obtained. Contractors are responsible for monitoring the appropriateness of these service referrals and documenting the referral on the visit forms and on a referral form. Community health workers coordinate their clients care with hospitals, physicians, and other community agencies.

1.7 Year 2030 Overview

Health Start will build on the health objectives established during Healthy People 2030, the ADHS Strategic Map and Arizona State Health Improvement Plan objectives and strategies to be achieved by the year 2030. The Health Start Program addresses a variety of the Arizona Healthy People 2030 objectives in the areas of Maternal, Infant and Child Health, Immunizations and Infectious Diseases, and Social Determinants of Health.

1.8 How To Use This Manual

The purpose of this manual is to document the Health Start Program's policies for development, implementation, and management of the program. The manual is to be used as a reference and information resource for Health Start Program Contractors, ADHS Administration, and other interested parties.

This manual will be reviewed and revised as changes occur in the program. Suggestions for changes to the manual to clarify a policy or to update a procedure may be sent in writing via email or postal mail to the Health Start Program Manager at the address below. These suggestions will be considered during the review process.

Revisions to the manual will be available to all Contractors and other entities through the ADHS website. Revisions will be released at least thirty days prior to the effective date of any change, when appropriate. Contractors are required to adhere to the requirements and guidelines set forth in this manual, and are also responsible for

incorporating any policy changes into their operations.

If this reference does not answer your question or concern, if you have suggestions for additional information that can be included in the policy manual, or if you wish to be placed on the distribution list for the manual, please contact the Health Start Program Manager at the following address:

Health Start Program Manager
Arizona Department of Health Services
Bureau of Women's and Children's Health
150 North 18th Avenue, Suite 320
Phoenix, Arizona 85007-3242
Sara.rumann@azdhs.gov



ATTACHMENT E
Budget Development Guidelines
& Annual Budget Development Worksheet
REQUEST FOR PROPOSAL No.: BPM002372

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

HEALTH START PROGRAM

Annual Budget Development Worksheet

1. <u>Personnel</u> (use additional pages, if necessary)				Total Salary for % Allocated
FTE %	Position/Title	Name of Employee		
100 % FTE 80	Coordinator	Laura Salazar	\$29,365.00	
100% FTE 64	Health Educator	Olivia Bliss	\$19,968.00	\$ 61,189.00
50% PT 36	Health Educator	Sandra Madrid	\$11,856.00	
				TOTAL \$ 61,189.00
2. <u>Employee Related Expenses</u>				
Item				Basis
OASI				\$ 3,794.00
Medicare				\$ 888.00
Worker's Compensation				\$ 184.00
Arizona State Retirement				\$ 5,940.00
Long Term Disability				\$ 89.00
Health Insurance				\$22,187.00
				TOTAL \$ 33,082.00
3. <u>Professional and Outside Services</u>				
Item				Basis
Name:				
Nurse Consultation	In-Kind			\$
Social Worker/LP/C Consultation	In-Kind			
				TOTAL \$
4. <u>Travel Expenses</u>				
Item				Basis
Reimbursement For the ADOA General Accounting Office guidelines: www.gao.az.gov/travel/				\$ 7,500.00
				TOTAL \$ 7,500.00
5. <u>Other Operating</u>				
Item				Basis
Supplies Special	\$5,000.00	Phone - \$3,500.00	Maint. Agreements - \$500.000	
Events Food	\$1,550.00	Postage - \$50.00	Assets under \$5,000.00 - \$1,335.00	\$ 17,229.00
Supplies	\$400.00	Registrations- \$165.00	Misc Expenditures - \$4,729.00	
				TOTAL \$ 17,229.00
6. <u>Capital Outlay / Expenses</u>				
Item				Basis
				\$
				TOTAL \$
7. <u>Other</u>				
Item				Basis
				\$
				TOTAL \$
				*GRAND TOTAL \$ 119,000.00

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

Submitter's Name: (Individual, Organization, or County Department)

Library District, SueAn Stradling-Collins

Date/Signature: SueAn Stradling-Collins 8-21-2020

Discussion and possible ratification of acceptance of eContent credit in the amount of one thousand five hundred and twenty-four dollars and thirty-one cents (\$1,524.31). The eContent must consist of eBooks and/or eAudios that deal with issues of equity, diversity, inclusion and social justice. There are no matching funds and is supported by the Arizona State Library, Archives & Public Records, a division of the Secretary of State, with federal funds from the Institute of Museum and Library Services.

BOS Meeting Date Requested: September 1, 2020

PRE-AGENDA ITEM REVIEW

Legal Review: _____

Signature [Handwritten Signature]

Finance Review: _____

Signature _____

Human Resources Review: _____

Signature _____

Other Review: _____

Signature _____

Reviews completed, item approved for Agenda. Board Clerk's Initials _____

SueAn Stradling-Collins

From: Mary Villegas <mvillegas@azlibrary.gov>
Sent: Wednesday, June 24, 2020 8:49 AM
To: SueAn Stradling-Collins
Subject: Diversit=E: eBooks for Public Libraries
Attachments: Diversit-E form.xlsx

Follow Up Flag: Follow up
Flag Status: Flagged

Hi SueAn,

During this challenging time when physical services are limited, librarians are doing everything possible to enhance digital services for their communities. The team at the Arizona State Library is pleased to be able to offer a unique statewide opportunity that aligns with this effort. We want to provide additional ebooks and e-audiobooks to your community members by directly paying your current vendor for e-content.

You would manage the selection. Our only request is that you use these special funds to select e-content that relates to the topics of equity, diversity, inclusion and social justice. Titles selected can be for any age group and multiple copies of a title may be purchased. Formats must be ebook or e-audiobook.

To get started, we need some information from you. Please help us expedite the payment process by completing and emailing the attached spreadsheet to me at mvillegas@azlibrary.gov by July 8, 2020. Once we receive information from all the participating libraries, we will have a better idea about the funding each library will receive. Please note that if you have multiple e-content vendors, we are asking that you select one vendor for this project.

The content will need to be ordered by August 1, 2020. Please plan to provide a brief report in late September about the number of titles purchased; age groups for which the e-content was purchased; the number of circs; whether you were satisfied that the resource met the library needs; and if the resources helped improve library services to the public. If you have any questions, please let me know. Thank you for participating in this statewide effort to provide online content on timely topics.



Mary Villegas
Tribal & Technology Consultant
Library Development

Email: mvillegas@azlibrary.gov
Office: 602-542-6255

1919 W. Jefferson St. | Phoenix, AZ | 85009

This message and any messages in response to the sender of this message may be subject to a public records request.

Pros and cons for accepting eContent credit from the Arizona State Library, Archives & Public Records, a division of the Secretary of State, with federal funds from the Institute of Museum and Library Services.

Agenda item as written:

Discussion and possible approval to accept eContent credit in the amount of one thousand five hundred and twenty-four dollars and thirty-one cents (\$1,524.31). The eContent must consist of eBooks and/or eAudios that deal with issues of equity, diversity, inclusion and social justice. There are no matching funds and is supported by the Arizona State Library, Archives & Public Records, a division of the Secretary of State, with federal funds from the Institute of Museum and Library Services.

Pros

- These monies were given to us in content credit and virtually appeared in our OverDrive account as credit. We were told they were coming, but there was no notification of amounts until the credit arrived.
- The selections had to be made in a very short time period, and have been completed.
- Provides resources pertinent to current national feelings of unrest. The topics are timely.
- There are no matching funds with these grants.
- The items have already been delivered.

Cons

- Because the items are digital, we cannot return them.
- We will lose resources that would be expensive to purchase if we did so without this gift.

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

Submitter's Name: (Individual, Organization, or County Department)

County Manager _____

Date/Signature: Steve C. Arndt 8/27/20

Describe in detail what you want to say to the Board and what action you want the Board to take:

Request approval of demands as distributed to the Apache County Board of Supervisors between August 17, 2020 to September 1, 2020. Demands are payments made, or to be made, by the County. Specific details of the demands may be requested through the County public record request process.

BOS Meeting Date Requested 9/1/2020

PRE-AGENDA ITEM REVIEW

Legal Review: _____

Signature _____

Finance Review: _____

Signature _____

Human Resources Review: _____

Signature _____

Other Review: _____

Signature _____

Reviews completed, item approved for Agenda. Board Clerk's Initials _____

Status	Bank Account	Type	Number	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	Check	1089190	08/18/2020	Accounts Payable	HOME DEPOT	310.07
Open	NBAZ - Warrant Clearing Account	Check	1089214	08/18/2020	Accounts Payable	AMERICAN FAMILY LIFE ASSURANCE	556.78
Open	NBAZ - Warrant Clearing Account	Check	1089215	08/18/2020	Accounts Payable	APACHE COUNTY FSA	1,049.78
Open	NBAZ - Warrant Clearing Account	Check	1089216	08/18/2020	Accounts Payable	APACHE COUNTY HSA	4,583.32
Open	NBAZ - Warrant Clearing Account	Check	1089217	08/18/2020	Accounts Payable	APACHE COUNTY MEDICAL	172,035.85
Open	NBAZ - Warrant Clearing Account	Check	1089218	08/18/2020	Accounts Payable	APACHE COUNTY TAX WITHHOLDING	144,342.00
Open	NBAZ - Warrant Clearing Account	Check	1089219	08/18/2020	Accounts Payable	ASRS LEGACY EORP	5,877.24
Open	NBAZ - Warrant Clearing Account	Check	1089220	08/18/2020	Accounts Payable	AZ STATE RETIREMENT SYSTEM	112,216.96
Open	NBAZ - Warrant Clearing Account	Check	1089221	08/18/2020	Accounts Payable	CININNATI LIFE INS CO	28.00
Open	NBAZ - Warrant Clearing Account	Check	1089222	08/18/2020	Accounts Payable	COLONIAL LIFE AND ACCIDENT INS	1,522.18
Open	NBAZ - Warrant Clearing Account	Check	1089223	08/18/2020	Accounts Payable	CORP DISABILITY	96.84
Open	NBAZ - Warrant Clearing Account	Check	1089224	08/18/2020	Accounts Payable	CORRECTIONS OFFICER RET PLAN	11,095.33
Open	NBAZ - Warrant Clearing Account	Check	1089225	08/18/2020	Accounts Payable	CORRECTIONS OFFICER RETIREMENT PLAN 520	5,491.89
Open	NBAZ - Warrant Clearing Account	Check	1089226	08/18/2020	Accounts Payable	EODCRS DISABILITY	12.28
Open	NBAZ - Warrant Clearing Account	Check	1089227	08/18/2020	Accounts Payable	EORP LEGACY	2,720.34
Open	NBAZ - Warrant Clearing Account	Check	1089228	08/18/2020	Accounts Payable	FAMILY SUPPORT REGISTRY	129.00
Open	NBAZ - Warrant Clearing Account	Check	1089229	08/18/2020	Accounts Payable	NATIONWIDE	2,603.83
Open	NBAZ - Warrant Clearing Account	Check	1089230	08/18/2020	Accounts Payable	NATIONWIDE RETIREMENT SOL EODCRS	687.08
Open	NBAZ - Warrant Clearing Account	Check	1089231	08/18/2020	Accounts Payable	NATIONWIDE TRUST FSB	3,227.76
Open	NBAZ - Warrant Clearing Account	Check	1089232	08/18/2020	Accounts Payable	PUBLIC SAFETY PERSONNEL 401	16,207.12
Open	NBAZ - Warrant Clearing Account	Check	1089233	08/18/2020	Accounts Payable	PUBLIC SAFETY SHERIFF RET	38,052.02
Open	NBAZ - Warrant Clearing Account	Check	1089234	08/18/2020	Accounts Payable	RIO PUERCO ACRES	495.00
Open	NBAZ - Warrant Clearing Account	Check	1089235	08/18/2020	Accounts Payable	SECURITY BENEFIT GROUP	315.00
Open	NBAZ - Warrant Clearing Account	Check	1089236	08/18/2020	Accounts Payable	SUPPORT PAYMENT CLEARINGHOUSE	1,486.14
Open	NBAZ - Warrant Clearing Account	Check	1089237	08/18/2020	Accounts Payable	BINGHAM EQUIPMENT COMPANY	639.59
Open	NBAZ - Warrant Clearing Account	Check	1089238	08/18/2020	Accounts Payable	HILL AZ GROCERY STORE	34.93
Open	NBAZ - Warrant Clearing Account	Check	1089239	08/18/2020	Accounts Payable	QUILL CORP	488.89
Open	NBAZ - Warrant Clearing Account	Check	1089240	08/18/2020	Accounts Payable	THE POUR STATION	1,057.50
Open	NBAZ - Warrant Clearing Account	Check	1089241	08/18/2020	Accounts Payable	VERIZON WIRELESS	412.43
Open	NBAZ - Warrant Clearing Account	Check	1089242	08/19/2020	Accounts Payable	24 HOUR GAS-N-GO	15.35
Open	NBAZ - Warrant Clearing Account	Check	1089243	08/19/2020	Accounts Payable	ALLEGRA	1,543.38
Open	NBAZ - Warrant Clearing Account	Check	1089244	08/19/2020	Accounts Payable	ALPINE WATER AND SANITARY	69.93
Open	NBAZ - Warrant Clearing Account	Check	1089245	08/19/2020	Accounts Payable	ALSCO INC	572.18
Open	NBAZ - Warrant Clearing Account	Check	1089246	08/19/2020	Accounts Payable	AMAZON CAPITAL SERVICES INC (IT DEPT)	3,925.60
Open	NBAZ - Warrant Clearing Account	Check	1089247	08/19/2020	Accounts Payable	ASHTONS REPAIR INC	248.64
Open	NBAZ - Warrant Clearing Account	Check	1089248	08/19/2020	Accounts Payable	AT&T MOBILITY	94.44
Open	NBAZ - Warrant Clearing Account	Check	1089249	08/19/2020	Accounts Payable	AUTO SAFETY HOUSE LLC	244.25
Open	NBAZ - Warrant Clearing Account	Check	1089250	08/19/2020	Accounts Payable	AXON ENTERPRISE INC/TASER INTERNATIONAL INC	56,337.27
Open	NBAZ - Warrant Clearing Account	Check	1089251	08/19/2020	Accounts Payable	AZ COUNTIES INSURANCE POOL	2,972.00
Open	NBAZ - Warrant Clearing Account	Check	1089252	08/19/2020	Accounts Payable	AZ DEPT OF ECONOMIC SECURITY	14,524.66

Status	Bank Account	Type	Number	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	Check	1089253	08/19/2020	Accounts Payable	AZ DEPT OF REVENUE	666.84
Open	NBAZ - Warrant Clearing Account	Check	1089254	08/19/2020	Accounts Payable	AZLGEBT	353,142.24
Open	NBAZ - Warrant Clearing Account	Check	1089255	08/19/2020	Accounts Payable	BAUMAN HOME AND AUTO INC	350.89
Open	NBAZ - Warrant Clearing Account	Check	1089256	08/19/2020	Accounts Payable	SARAH MAE BEGAY	470.00
Open	NBAZ - Warrant Clearing Account	Check	1089257	08/19/2020	Accounts Payable	BEST WESTERN PLUS THE FOUR CORNERS INN -FARMINGTON	307.56
Open	NBAZ - Warrant Clearing Account	Check	1089258	08/19/2020	Accounts Payable	BLUE HILLS ENVIRONMENTAL	339.15
Open	NBAZ - Warrant Clearing Account	Check	1089259	08/19/2020	Accounts Payable	BOOT BARN	319.50
Open	NBAZ - Warrant Clearing Account	Check	1089260	08/19/2020	Accounts Payable	GLORIA BOWMAN	8.48
Open	NBAZ - Warrant Clearing Account	Check	1089261	08/19/2020	Accounts Payable	BREWER LAW OFFICE PLLC	8,500.00
Open	NBAZ - Warrant Clearing Account	Check	1089262	08/19/2020	Accounts Payable	MEGAN L BRYAN	65.46
Open	NBAZ - Warrant Clearing Account	Check	1089263	08/19/2020	Accounts Payable	CELLULAR ONE NE AZ	175.00
Open	NBAZ - Warrant Clearing Account	Check	1089264	08/19/2020	Accounts Payable	CENTER POINT LARGE PRINT	44.34
Open	NBAZ - Warrant Clearing Account	Check	1089265	08/19/2020	Accounts Payable	CONNEY SAFETY PRODUCTS	475.13
Open	NBAZ - Warrant Clearing Account	Check	1089266	08/19/2020	Accounts Payable	CORRECTCARE INTEGRATED HEALTH INC	84.00
Open	NBAZ - Warrant Clearing Account	Check	1089267	08/19/2020	Accounts Payable	COWBOY UP HAY AND RANCH SUPPLY	656.09
Open	NBAZ - Warrant Clearing Account	Check	1089268	08/19/2020	Accounts Payable	CRESCENT ELECTRIC SUPPLY CO	526.51
Open	NBAZ - Warrant Clearing Account	Check	1089269	08/19/2020	Accounts Payable	CULLIGAN - PHOENIX	532.30
Open	NBAZ - Warrant Clearing Account	Check	1089270	08/19/2020	Accounts Payable	DANA SAFETY SUPPLY	790.00
Open	NBAZ - Warrant Clearing Account	Check	1089271	08/19/2020	Accounts Payable	DAVIS TRUE VALUE HARDWARE	33.58
Open	NBAZ - Warrant Clearing Account	Check	1089272	08/19/2020	Accounts Payable	DEMCO	265.90
Open	NBAZ - Warrant Clearing Account	Check	1089273	08/19/2020	Accounts Payable	DIRECTV LLC	2,471.76
Open	NBAZ - Warrant Clearing Account	Check	1089274	08/19/2020	Accounts Payable	BEN DUGDALE	115.45
Open	NBAZ - Warrant Clearing Account	Check	1089275	08/19/2020	Accounts Payable	EMPIRE MACHINERY	3,874.43
Open	NBAZ - Warrant Clearing Account	Check	1089276	08/19/2020	Accounts Payable	FLEET PRIDE	339.19
Open	NBAZ - Warrant Clearing Account	Check	1089277	08/19/2020	Accounts Payable	FOUR CORNERS WELDING & GAS SUPPLY	187.38
Open	NBAZ - Warrant Clearing Account	Check	1089278	08/19/2020	Accounts Payable	FRONTIER	822.33
Open	NBAZ - Warrant Clearing Account	Check	1089279	08/19/2020	Accounts Payable	FRONTIER	72.38
Open	NBAZ - Warrant Clearing Account	Check	1089280	08/19/2020	Accounts Payable	FRONTIER	74.33
Open	NBAZ - Warrant Clearing Account	Check	1089281	08/19/2020	Accounts Payable	FRONTIER	1,342.97
Open	NBAZ - Warrant Clearing Account	Check	1089282	08/19/2020	Accounts Payable	FRONTIER	163.75
Open	NBAZ - Warrant Clearing Account	Check	1089283	08/19/2020	Accounts Payable	FRONTIER	165.20
Open	NBAZ - Warrant Clearing Account	Check	1089284	08/19/2020	Accounts Payable	FRONTIER	106.66
Open	NBAZ - Warrant Clearing Account	Check	1089285	08/19/2020	Accounts Payable	FRONTIER	74.84
Open	NBAZ - Warrant Clearing Account	Check	1089286	08/19/2020	Accounts Payable	FRONTIER	194.03
Open	NBAZ - Warrant Clearing Account	Check	1089287	08/19/2020	Accounts Payable	FRONTIER	159.00
Open	NBAZ - Warrant Clearing Account	Check	1089288	08/19/2020	Accounts Payable	FUTURE TIRE	139.22
Open	NBAZ - Warrant Clearing Account	Check	1089289	08/19/2020	Accounts Payable	FX TACTICAL LLC	3,217.73
Open	NBAZ - Warrant Clearing Account	Check	1089290	08/19/2020	Accounts Payable	GALL'S INC	143.43
Open	NBAZ - Warrant Clearing Account	Check	1089291	08/19/2020	Accounts Payable	GALLUP WATER WORKS	12.72
Open	NBAZ - Warrant Clearing Account	Check	1089292	08/19/2020	Accounts Payable	LEVERIL GRAY	82.00

Status	Bank Account	Type	Number	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	Check	1089293	08/19/2020	Accounts Payable	DARYL GREER	181.57
Open	NBAZ - Warrant Clearing Account	Check	1089294	08/19/2020	Accounts Payable	HATCH CONSTRUCTION	65.06
Open	NBAZ - Warrant Clearing Account	Check	1089295	08/19/2020	Accounts Payable	HILL AZ GROCERY STORE	73.82
Open	NBAZ - Warrant Clearing Account	Check	1089296	08/19/2020	Accounts Payable	HOLIDAY INN - CANYON DE CHELLY	298.92
Open	NBAZ - Warrant Clearing Account	Check	1089297	08/19/2020	Accounts Payable	HOME DEPOT	87.74
Open	NBAZ - Warrant Clearing Account	Check	1089298	08/19/2020	Accounts Payable	HUGHES SUPPLY INC (LAKESIDE)	164.28
Open	NBAZ - Warrant Clearing Account	Check	1089299	08/19/2020	Accounts Payable	INGRAM LIBRARY SERVICES	3,450.01
Open	NBAZ - Warrant Clearing Account	Check	1089300	08/19/2020	Accounts Payable	INLAND KENWORTH INC (FARMINGTON)	499.97
Open	NBAZ - Warrant Clearing Account	Check	1089301	08/19/2020	Accounts Payable	KONICA MINOLTA	100.39
Open	NBAZ - Warrant Clearing Account	Check	1089302	08/19/2020	Accounts Payable	LARSON WASTE INC	19.95
Open	NBAZ - Warrant Clearing Account	Check	1089303	08/19/2020	Accounts Payable	MICHAEL LATHAM	395.78
Open	NBAZ - Warrant Clearing Account	Check	1089304	08/19/2020	Accounts Payable	LESUEUR ADVANCE AUTOMOTIVE LLC	148.55
Open	NBAZ - Warrant Clearing Account	Check	1089305	08/19/2020	Accounts Payable	LOSTAKEY.NET	19.91
Open	NBAZ - Warrant Clearing Account	Check	1089306	08/19/2020	Accounts Payable	MCKESSON MEDICAL SURGICAL	249.87
Open	NBAZ - Warrant Clearing Account	Check	1089307	08/19/2020	Accounts Payable	DIANA M MORGAN	238.63
Open	NBAZ - Warrant Clearing Account	Check	1089308	08/19/2020	Accounts Payable	NAPA	139.54
Open	NBAZ - Warrant Clearing Account	Check	1089309	08/19/2020	Accounts Payable	NAVAJO NATION	1,200.00
Open	NBAZ - Warrant Clearing Account	Check	1089310	08/19/2020	Accounts Payable	NAVAJO WESTERNERS	41.93
Open	NBAZ - Warrant Clearing Account	Check	1089311	08/19/2020	Accounts Payable	NAVAJOLAND INN AND SUITES	79.79
Open	NBAZ - Warrant Clearing Account	Check	1089312	08/19/2020	Accounts Payable	NAVOPACHE ELECTRIC COOPERATIVE	9,483.67
Open	NBAZ - Warrant Clearing Account	Check	1089313	08/19/2020	Accounts Payable	NICK D PATTON ATTORNEY AT LAW PLLC	456.00
Open	NBAZ - Warrant Clearing Account	Check	1089314	08/19/2020	Accounts Payable	DALE P NIELSON	255.04
Open	NBAZ - Warrant Clearing Account	Check	1089315	08/19/2020	Accounts Payable	O'REILLY AUTO PARTS	60.76
Open	NBAZ - Warrant Clearing Account	Check	1089316	08/19/2020	Accounts Payable	PEPPERBALL	592.50
Open	NBAZ - Warrant Clearing Account	Check	1089317	08/19/2020	Accounts Payable	PERFECT PRINTZ LLC	323.61
Open	NBAZ - Warrant Clearing Account	Check	1089318	08/19/2020	Accounts Payable	PFIZER INC	1,979.78
Open	NBAZ - Warrant Clearing Account	Check	1089319	08/19/2020	Accounts Payable	PREMIUM PROPANE LLC	57.77
Open	NBAZ - Warrant Clearing Account	Check	1089320	08/19/2020	Accounts Payable	PRO PETROLEUM	13,745.39
Open	NBAZ - Warrant Clearing Account	Check	1089321	08/19/2020	Accounts Payable	PUBLIC AGENCY TRAINING COUNCIL INC	495.00
Open	NBAZ - Warrant Clearing Account	Check	1089322	08/19/2020	Accounts Payable	QUILL CORP	3,419.85
Open	NBAZ - Warrant Clearing Account	Check	1089323	08/19/2020	Accounts Payable	R&S NORTHEAST LLC	1.50
Open	NBAZ - Warrant Clearing Account	Check	1089324	08/19/2020	Accounts Payable	RELIABLE BACKGROUND SCREENING	250.25
Open	NBAZ - Warrant Clearing Account	Check	1089325	08/19/2020	Accounts Payable	RICOH USA INC	116.16
Open	NBAZ - Warrant Clearing Account	Check	1089326	08/19/2020	Accounts Payable	ANGELA C ROMERO	65.06
Open	NBAZ - Warrant Clearing Account	Check	1089327	08/19/2020	Accounts Payable	SAFEWAY INC	95.73
Open	NBAZ - Warrant Clearing Account	Check	1089328	08/19/2020	Accounts Payable	PATRICK J SANDOVAL	46.00
Open	NBAZ - Warrant Clearing Account	Check	1089329	08/19/2020	Accounts Payable	LAURENCE SCHIFF	1,600.00
Open	NBAZ - Warrant Clearing Account	Check	1089330	08/19/2020	Accounts Payable	SECURUS TECHNOLOGIES INC	1,078.15
Open	NBAZ - Warrant Clearing Account	Check	1089331	08/19/2020	Accounts Payable	ALTON JOE SHEPHERD	138.15
Open	NBAZ - Warrant Clearing Account	Check	1089332	08/19/2020	Accounts Payable	SHERWIN-WILLIAMS	801.21

Status	Bank Account	Type	Number	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	Check	1089333	08/19/2020	Accounts Payable	JOE SHIRLEY JR	170.20
Open	NBAZ - Warrant Clearing Account	Check	1089334	08/19/2020	Accounts Payable	SIERRA PROPANE	225.99
Open	NBAZ - Warrant Clearing Account	Check	1089335	08/19/2020	Accounts Payable	SKAGGS PUBLIC SAFETY UNIFORMS & EQUIPMENT	247.73
Open	NBAZ - Warrant Clearing Account	Check	1089336	08/19/2020	Accounts Payable	SONORA QUEST LABORATORIES	289.96
Open	NBAZ - Warrant Clearing Account	Check	1089337	08/19/2020	Accounts Payable	SOUTHERN COUNTIES OIL COMPANY	14,194.96
Open	NBAZ - Warrant Clearing Account	Check	1089338	08/19/2020	Accounts Payable	SPARKLETT'S WATER	25.27
Open	NBAZ - Warrant Clearing Account	Check	1089339	08/19/2020	Accounts Payable	SPEEDY SALES AND SERVICE	530.00
Open	NBAZ - Warrant Clearing Account	Check	1089340	08/19/2020	Accounts Payable	SPRINGERVILLE AUTOMOTIVE SERVICE	79.93
Open	NBAZ - Warrant Clearing Account	Check	1089341	08/19/2020	Accounts Payable	ST JOHNS CITY	2,943.30
Open	NBAZ - Warrant Clearing Account	Check	1089342	08/19/2020	Accounts Payable	ST JOHNS SUBWAY	198.51
Open	NBAZ - Warrant Clearing Account	Check	1089343	08/19/2020	Accounts Payable	STANLEY SECURITY SOLUTIONS INC	1,700.74
Open	NBAZ - Warrant Clearing Account	Check	1089344	08/19/2020	Accounts Payable	THE LIBRARY STORE INC	1,054.65
Open	NBAZ - Warrant Clearing Account	Check	1089345	08/19/2020	Accounts Payable	THE POUR STATION	338.48
Open	NBAZ - Warrant Clearing Account	Check	1089346	08/19/2020	Accounts Payable	ALENA THOMPSON	400.00
Open	NBAZ - Warrant Clearing Account	Check	1089347	08/19/2020	Accounts Payable	THOMSON REUTERS WEST	1,736.56
Open	NBAZ - Warrant Clearing Account	Check	1089348	08/19/2020	Accounts Payable	TIP COMMUNICATIONS	1,166.88
Open	NBAZ - Warrant Clearing Account	Check	1089349	08/19/2020	Accounts Payable	BRYAN TSOSIE	85.00
Open	NBAZ - Warrant Clearing Account	Check	1089350	08/19/2020	Accounts Payable	W JEFFORY UDALL	124.24
Open	NBAZ - Warrant Clearing Account	Check	1089351	08/19/2020	Accounts Payable	ULINE INC	1,586.17
Open	NBAZ - Warrant Clearing Account	Check	1089352	08/19/2020	Accounts Payable	UNITED RENTALS	7,937.06
Open	NBAZ - Warrant Clearing Account	Check	1089353	08/19/2020	Accounts Payable	US POSTMASTER	120.00
Open	NBAZ - Warrant Clearing Account	Check	1089354	08/19/2020	Accounts Payable	VALLEY AUTO PARTS	4,288.97
Open	NBAZ - Warrant Clearing Account	Check	1089355	08/19/2020	Accounts Payable	VERIZON WIRELESS	1,068.59
Open	NBAZ - Warrant Clearing Account	Check	1089356	08/19/2020	Accounts Payable	WAGNER EQUIPMENT CO	1,013.09
Open	NBAZ - Warrant Clearing Account	Check	1089357	08/19/2020	Accounts Payable	WHITE MOUNTAIN COMMUNICATIONS	1,364.41
Open	NBAZ - Warrant Clearing Account	Check	1089358	08/19/2020	Accounts Payable	WHITE MOUNTAIN PUBLISHING CO	37.74
Open	NBAZ - Warrant Clearing Account	Check	1089359	08/19/2020	Accounts Payable	WHITE MOUNTAIN REGIONAL MEDICAL CENTER	680.57
Open	NBAZ - Warrant Clearing Account	Check	1089360	08/19/2020	Accounts Payable	ROBERT BARRY WILLIAMS	216.03
Open	NBAZ - Warrant Clearing Account	Check	1089361	08/19/2020	Accounts Payable	WOODLAND BUILDING CENTER	825.48
Open	NBAZ - Warrant Clearing Account	Check	1089362	08/19/2020	Accounts Payable	YAZZIE'S AUTO PARTS INC	1,789.77
Open	NBAZ - Warrant Clearing Account	Check	1089363	08/19/2020	Accounts Payable	DARON YELLOWHORSE	69.00
Open	NBAZ - Warrant Clearing Account	Check	1089364	08/19/2020	Accounts Payable	MARLINE ADAKAI	170.00
Open	NBAZ - Warrant Clearing Account	Check	1089365	08/19/2020	Accounts Payable	ALLEN ADHIDLEY	170.00
Open	NBAZ - Warrant Clearing Account	Check	1089366	08/19/2020	Accounts Payable	EVELYN ADHIDLEY	190.00
Open	NBAZ - Warrant Clearing Account	Check	1089367	08/19/2020	Accounts Payable	MAUREEN ALLEN	120.00
Open	NBAZ - Warrant Clearing Account	Check	1089368	08/19/2020	Accounts Payable	RACHEL ALLEN	170.00
Open	NBAZ - Warrant Clearing Account	Check	1089369	08/19/2020	Accounts Payable	DORLENE ALLRED	190.00
Open	NBAZ - Warrant Clearing Account	Check	1089370	08/19/2020	Accounts Payable	GARY ALVES	170.00
Open	NBAZ - Warrant Clearing Account	Check	1089371	08/19/2020	Accounts Payable	DORTHA M ANTONIO	180.00
Open	NBAZ - Warrant Clearing Account	Check	1089372	08/19/2020	Accounts Payable	CYNTHIA ANN ANTRIM	170.00

Status	Bank Account	Type	Number	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	Check	1089373	08/19/2020	Accounts Payable	JENNIE ARVISO	180.00
Open	NBAZ - Warrant Clearing Account	Check	1089374	08/19/2020	Accounts Payable	SHARON E ASHBY-ROBINSON	170.00
Open	NBAZ - Warrant Clearing Account	Check	1089375	08/19/2020	Accounts Payable	MARTHA ASHLEY	170.00
Open	NBAZ - Warrant Clearing Account	Check	1089376	08/19/2020	Accounts Payable	MELISSA K ASHLEY	120.00
Open	NBAZ - Warrant Clearing Account	Check	1089377	08/19/2020	Accounts Payable	ELVIN ATAKAI	120.00
Open	NBAZ - Warrant Clearing Account	Check	1089378	08/19/2020	Accounts Payable	ALFREDA BAHE	140.00
Open	NBAZ - Warrant Clearing Account	Check	1089379	08/19/2020	Accounts Payable	MARILYN A BAINBRIDGE-KADY	170.00
Open	NBAZ - Warrant Clearing Account	Check	1089380	08/19/2020	Accounts Payable	YOLANDA BALDWIN	29.90
Open	NBAZ - Warrant Clearing Account	Check	1089381	08/19/2020	Accounts Payable	MARK W BARKER	170.00
Open	NBAZ - Warrant Clearing Account	Check	1089382	08/19/2020	Accounts Payable	KASSANDRA ANN BECENTI	170.00
Open	NBAZ - Warrant Clearing Account	Check	1089383	08/19/2020	Accounts Payable	BERTHA D BEGAY	180.00
Open	NBAZ - Warrant Clearing Account	Check	1089384	08/19/2020	Accounts Payable	BILLY BEGAY	180.00
Open	NBAZ - Warrant Clearing Account	Check	1089385	08/19/2020	Accounts Payable	CECELIA H BEGAY	170.00
Open	NBAZ - Warrant Clearing Account	Check	1089386	08/19/2020	Accounts Payable	DELFREDA R BEGAY	190.00
Open	NBAZ - Warrant Clearing Account	Check	1089387	08/19/2020	Accounts Payable	ELENITA BEGAY	180.00
Open	NBAZ - Warrant Clearing Account	Check	1089388	08/19/2020	Accounts Payable	ELSIE BEGAY	180.00
Open	NBAZ - Warrant Clearing Account	Check	1089389	08/19/2020	Accounts Payable	GAYLENE BEGAY	190.00
Open	NBAZ - Warrant Clearing Account	Check	1089390	08/19/2020	Accounts Payable	IRMA JEAN BEGAY	170.00
Open	NBAZ - Warrant Clearing Account	Check	1089391	08/19/2020	Accounts Payable	JANET A BEGAY	190.00
Open	NBAZ - Warrant Clearing Account	Check	1089392	08/19/2020	Accounts Payable	KATHRYN A BEGAY	170.00
Open	NBAZ - Warrant Clearing Account	Check	1089393	08/19/2020	Accounts Payable	KIMBERLY C BEGAY	120.00
Open	NBAZ - Warrant Clearing Account	Check	1089394	08/19/2020	Accounts Payable	MARGARET BEGAY	130.00
Open	NBAZ - Warrant Clearing Account	Check	1089395	08/19/2020	Accounts Payable	MAURITA A BEGAY	170.00
Open	NBAZ - Warrant Clearing Account	Check	1089396	08/19/2020	Accounts Payable	PAUL H BEGAY JR	170.00
Open	NBAZ - Warrant Clearing Account	Check	1089397	08/19/2020	Accounts Payable	PAULINE BEGAY	170.00
Open	NBAZ - Warrant Clearing Account	Check	1089398	08/19/2020	Accounts Payable	RORY BEGAY	170.00
Open	NBAZ - Warrant Clearing Account	Check	1089399	08/19/2020	Accounts Payable	ROZINA BEGAY	120.00
Open	NBAZ - Warrant Clearing Account	Check	1089400	08/19/2020	Accounts Payable	SHYENNE BEGAY	120.00
Open	NBAZ - Warrant Clearing Account	Check	1089401	08/19/2020	Accounts Payable	SHYIEKA BEGAY	120.00
Open	NBAZ - Warrant Clearing Account	Check	1089402	08/19/2020	Accounts Payable	TOMMY LEE BEGAY	190.00
Open	NBAZ - Warrant Clearing Account	Check	1089403	08/19/2020	Accounts Payable	VICTORIA ANN BEGAY	190.00
Open	NBAZ - Warrant Clearing Account	Check	1089404	08/19/2020	Accounts Payable	WESLEY BEGAY	130.00
Open	NBAZ - Warrant Clearing Account	Check	1089405	08/19/2020	Accounts Payable	CASSANDRA P BEGAYE	190.00
Open	NBAZ - Warrant Clearing Account	Check	1089406	08/19/2020	Accounts Payable	CARL BEGOODY JR	170.00
Open	NBAZ - Warrant Clearing Account	Check	1089407	08/19/2020	Accounts Payable	LOUISE A BENALLY	130.00
Open	NBAZ - Warrant Clearing Account	Check	1089408	08/19/2020	Accounts Payable	ANGELINA C BENALLY	170.00
Open	NBAZ - Warrant Clearing Account	Check	1089409	08/19/2020	Accounts Payable	CATHERINE BENALLY	180.00
Open	NBAZ - Warrant Clearing Account	Check	1089410	08/19/2020	Accounts Payable	JIMMIE BENALLY	190.00
Open	NBAZ - Warrant Clearing Account	Check	1089411	08/19/2020	Accounts Payable	OLIVIA R BENALLY	170.00
Open	NBAZ - Warrant Clearing Account	Check	1089412	08/19/2020	Accounts Payable	FLORA BENN-CHAPITO	170.00

Status	Bank Account	Type	Number	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	Check	1089413	08/19/2020	Accounts Payable	RONALD LEE BERTSCHI	170.00
Open	NBAZ - Warrant Clearing Account	Check	1089414	08/19/2020	Accounts Payable	CURTIS V BIA	170.00
Open	NBAZ - Warrant Clearing Account	Check	1089415	08/19/2020	Accounts Payable	TREVOR V BIA	180.00
Open	NBAZ - Warrant Clearing Account	Check	1089416	08/19/2020	Accounts Payable	STEVELYN BIRD	120.00
Open	NBAZ - Warrant Clearing Account	Check	1089417	08/19/2020	Accounts Payable	CAROL BLACKHAT	120.00
Open	NBAZ - Warrant Clearing Account	Check	1089418	08/19/2020	Accounts Payable	KIMBERLY BLACKHAT	120.00
Open	NBAZ - Warrant Clearing Account	Check	1089419	08/19/2020	Accounts Payable	QUENTIN V BLUEYES	170.00
Open	NBAZ - Warrant Clearing Account	Check	1089420	08/19/2020	Accounts Payable	DEEYANNA T BOLING	180.00
Open	NBAZ - Warrant Clearing Account	Check	1089421	08/19/2020	Accounts Payable	JANIE LANE BOLING	170.00
Open	NBAZ - Warrant Clearing Account	Check	1089422	08/19/2020	Accounts Payable	ANGELA BROWN	170.00
Open	NBAZ - Warrant Clearing Account	Check	1089423	08/19/2020	Accounts Payable	CHRIS BROWN	170.00
Open	NBAZ - Warrant Clearing Account	Check	1089424	08/19/2020	Accounts Payable	MEGAN L BRYAN	170.00
Open	NBAZ - Warrant Clearing Account	Check	1089425	08/19/2020	Accounts Payable	REBECCA BURNS	120.00
Open	NBAZ - Warrant Clearing Account	Check	1089426	08/19/2020	Accounts Payable	TODD MATHEW BURRIS	920.00
Open	NBAZ - Warrant Clearing Account	Check	1089427	08/19/2020	Accounts Payable	LINDA ANN CARL	120.00
Open	NBAZ - Warrant Clearing Account	Check	1089428	08/19/2020	Accounts Payable	VERA L CASSEL	170.00
Open	NBAZ - Warrant Clearing Account	Check	1089429	08/19/2020	Accounts Payable	MARIAN P CASTILLO	180.00
Open	NBAZ - Warrant Clearing Account	Check	1089430	08/19/2020	Accounts Payable	TRUDY LYNN CEDARRAIN	170.00
Open	NBAZ - Warrant Clearing Account	Check	1089431	08/19/2020	Accounts Payable	ADRIAN J CEMEL	120.00
Open	NBAZ - Warrant Clearing Account	Check	1089432	08/19/2020	Accounts Payable	DARRELL CHAPO	120.00
Open	NBAZ - Warrant Clearing Account	Check	1089433	08/19/2020	Accounts Payable	CHELBY RAE CHARLEY	170.00
Open	NBAZ - Warrant Clearing Account	Check	1089434	08/19/2020	Accounts Payable	SUZANNE CHAVEZ	170.00
Open	NBAZ - Warrant Clearing Account	Check	1089435	08/19/2020	Accounts Payable	MARILYN C CHESTER	170.00
Open	NBAZ - Warrant Clearing Account	Check	1089436	08/19/2020	Accounts Payable	AGNES CLARK	180.00
Open	NBAZ - Warrant Clearing Account	Check	1089437	08/19/2020	Accounts Payable	JACKSON CLARK	520.00
Open	NBAZ - Warrant Clearing Account	Check	1089438	08/19/2020	Accounts Payable	BERTHA CLAW	170.00
Open	NBAZ - Warrant Clearing Account	Check	1089439	08/19/2020	Accounts Payable	BYRON CLAW	170.00
Open	NBAZ - Warrant Clearing Account	Check	1089440	08/19/2020	Accounts Payable	WNDELYN CLAY	140.00
Open	NBAZ - Warrant Clearing Account	Check	1089441	08/19/2020	Accounts Payable	TOMATHAN CLY	170.00
Open	NBAZ - Warrant Clearing Account	Check	1089442	08/19/2020	Accounts Payable	FILLMORE CORNFIELD	170.00
Open	NBAZ - Warrant Clearing Account	Check	1089443	08/19/2020	Accounts Payable	LYDELL E DAVIS	170.00
Open	NBAZ - Warrant Clearing Account	Check	1089444	08/19/2020	Accounts Payable	LORRAINE DAYEA	120.00
Open	NBAZ - Warrant Clearing Account	Check	1089445	08/19/2020	Accounts Payable	KEANNA DEDMAN	120.00
Open	NBAZ - Warrant Clearing Account	Check	1089446	08/19/2020	Accounts Payable	DUGAN DESCHEENY	190.00
Open	NBAZ - Warrant Clearing Account	Check	1089447	08/19/2020	Accounts Payable	MARILANE DESCHEENY	130.00
Open	NBAZ - Warrant Clearing Account	Check	1089448	08/19/2020	Accounts Payable	RALPH DESCHEENY	130.00
Open	NBAZ - Warrant Clearing Account	Check	1089449	08/19/2020	Accounts Payable	SHIRLEY DESCHEENY	120.00
Open	NBAZ - Warrant Clearing Account	Check	1089450	08/19/2020	Accounts Payable	DERRICK DESIDERIO	170.00
Open	NBAZ - Warrant Clearing Account	Check	1089451	08/19/2020	Accounts Payable	FRIEDA DESIDERIO	180.00
Open	NBAZ - Warrant Clearing Account	Check	1089452	08/19/2020	Accounts Payable	DARLENE C DRAPER	190.00

Status	Bank Account	Type	Number	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	Check	1089453	08/19/2020	Accounts Payable	HARRISON DRAPER	180.00
Open	NBAZ - Warrant Clearing Account	Check	1089454	08/19/2020	Accounts Payable	BEN DUGDALE	345.00
Open	NBAZ - Warrant Clearing Account	Check	1089455	08/19/2020	Accounts Payable	LORI EAGAR	170.00
Open	NBAZ - Warrant Clearing Account	Check	1089456	08/19/2020	Accounts Payable	HELENE J EARL	773.57
Open	NBAZ - Warrant Clearing Account	Check	1089457	08/19/2020	Accounts Payable	SADIE H EARLE	170.00
Open	NBAZ - Warrant Clearing Account	Check	1089458	08/19/2020	Accounts Payable	UNA K ETSITTY	120.00
Open	NBAZ - Warrant Clearing Account	Check	1089459	08/19/2020	Accounts Payable	KEE H GENE JR	170.00
Open	NBAZ - Warrant Clearing Account	Check	1089460	08/19/2020	Accounts Payable	SULAIMAN H GHEYASI	170.00
Open	NBAZ - Warrant Clearing Account	Check	1089461	08/19/2020	Accounts Payable	ANGELA GILMORE	170.00
Open	NBAZ - Warrant Clearing Account	Check	1089462	08/19/2020	Accounts Payable	JOSEPHINE GORMAN	170.00
Open	NBAZ - Warrant Clearing Account	Check	1089463	08/19/2020	Accounts Payable	KATHERINE GORMAN	180.00
Open	NBAZ - Warrant Clearing Account	Check	1089464	08/19/2020	Accounts Payable	SHERIDAN GORMAN	170.00
Open	NBAZ - Warrant Clearing Account	Check	1089465	08/19/2020	Accounts Payable	VIOLA GORMAN	190.00
Open	NBAZ - Warrant Clearing Account	Check	1089466	08/19/2020	Accounts Payable	ELVINA A HALE	180.00
Open	NBAZ - Warrant Clearing Account	Check	1089467	08/19/2020	Accounts Payable	LORI ANNE HALE	190.00
Open	NBAZ - Warrant Clearing Account	Check	1089468	08/19/2020	Accounts Payable	AARON HASKIE	120.00
Open	NBAZ - Warrant Clearing Account	Check	1089469	08/19/2020	Accounts Payable	MARGARET T HEATH	170.00
Open	NBAZ - Warrant Clearing Account	Check	1089470	08/19/2020	Accounts Payable	BARRY A HENDERSON	170.00
Open	NBAZ - Warrant Clearing Account	Check	1089471	08/19/2020	Accounts Payable	VALERIE A HERRERA	140.00
Open	NBAZ - Warrant Clearing Account	Check	1089472	08/19/2020	Accounts Payable	JORI M HILDRETH	170.00
Open	NBAZ - Warrant Clearing Account	Check	1089473	08/19/2020	Accounts Payable	ALBERTA HOBBS	180.00
Open	NBAZ - Warrant Clearing Account	Check	1089474	08/19/2020	Accounts Payable	JESSELYN R HOFACKER	170.00
Open	NBAZ - Warrant Clearing Account	Check	1089475	08/19/2020	Accounts Payable	KELSEY S HOLIDAY	170.00
Open	NBAZ - Warrant Clearing Account	Check	1089476	08/19/2020	Accounts Payable	SHERENA HOLIDAY	170.00
Open	NBAZ - Warrant Clearing Account	Check	1089477	08/19/2020	Accounts Payable	DELORIS RUTH HOWARD	120.00
Open	NBAZ - Warrant Clearing Account	Check	1089478	08/19/2020	Accounts Payable	ROBIN LYNN HOWARD	120.00
Open	NBAZ - Warrant Clearing Account	Check	1089479	08/19/2020	Accounts Payable	KATHLEEN HUBBELL	120.00
Open	NBAZ - Warrant Clearing Account	Check	1089480	08/19/2020	Accounts Payable	ROCHELLE HUBBELL	190.00
Open	NBAZ - Warrant Clearing Account	Check	1089481	08/19/2020	Accounts Payable	IRENE M HUMPHREY	170.00
Open	NBAZ - Warrant Clearing Account	Check	1089482	08/19/2020	Accounts Payable	COLLEEN M JACKSON	190.00
Open	NBAZ - Warrant Clearing Account	Check	1089483	08/19/2020	Accounts Payable	TOMMIE JAMES JR	170.00
Open	NBAZ - Warrant Clearing Account	Check	1089484	08/19/2020	Accounts Payable	CARMELITA JIM	170.00
Open	NBAZ - Warrant Clearing Account	Check	1089485	08/19/2020	Accounts Payable	DOROTHY M JOHN	170.00
Open	NBAZ - Warrant Clearing Account	Check	1089486	08/19/2020	Accounts Payable	LEROY JOHN	190.00
Open	NBAZ - Warrant Clearing Account	Check	1089487	08/19/2020	Accounts Payable	SAMILENE JOHN	190.00
Open	NBAZ - Warrant Clearing Account	Check	1089488	08/19/2020	Accounts Payable	SAMUEL JOHN	170.00
Open	NBAZ - Warrant Clearing Account	Check	1089489	08/19/2020	Accounts Payable	DORIS G JONES	180.00
Open	NBAZ - Warrant Clearing Account	Check	1089490	08/19/2020	Accounts Payable	KEVIN JONES	120.00
Open	NBAZ - Warrant Clearing Account	Check	1089491	08/19/2020	Accounts Payable	LORETTA ANN JONES	120.00
Open	NBAZ - Warrant Clearing Account	Check	1089492	08/19/2020	Accounts Payable	WILLIAM WAYNE JONES	120.00

Status	Bank Account	Type	Number	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	Check	1089493	08/19/2020	Accounts Payable	NANCY A KEE	190.00
Open	NBAZ - Warrant Clearing Account	Check	1089494	08/19/2020	Accounts Payable	BERNADETTE KHOURY	170.00
Open	NBAZ - Warrant Clearing Account	Check	1089495	08/19/2020	Accounts Payable	JARVISSON KING	190.00
Open	NBAZ - Warrant Clearing Account	Check	1089496	08/19/2020	Accounts Payable	LARRIE KING	190.00
Open	NBAZ - Warrant Clearing Account	Check	1089497	08/19/2020	Accounts Payable	LARRY KING	170.00
Open	NBAZ - Warrant Clearing Account	Check	1089498	08/19/2020	Accounts Payable	MARY R KING	170.00
Open	NBAZ - Warrant Clearing Account	Check	1089499	08/19/2020	Accounts Payable	BRADLEY KINNEY	740.00
Open	NBAZ - Warrant Clearing Account	Check	1089500	08/19/2020	Accounts Payable	BOB ALLEN KIRK	387.80
Open	NBAZ - Warrant Clearing Account	Check	1089501	08/19/2020	Accounts Payable	SHARON S LAMB	170.00
Open	NBAZ - Warrant Clearing Account	Check	1089502	08/19/2020	Accounts Payable	KENNEDY CAROL LAUGHTER	170.00
Open	NBAZ - Warrant Clearing Account	Check	1089503	08/19/2020	Accounts Payable	IREENE GORMAN LAURENCE	170.00
Open	NBAZ - Warrant Clearing Account	Check	1089504	08/19/2020	Accounts Payable	HERSCHEL LEE	380.00
Open	NBAZ - Warrant Clearing Account	Check	1089505	08/19/2020	Accounts Payable	MAXINE LEE	170.00
Open	NBAZ - Warrant Clearing Account	Check	1089506	08/19/2020	Accounts Payable	STEWART J LEWIS SR	748.00
Open	NBAZ - Warrant Clearing Account	Check	1089507	08/19/2020	Accounts Payable	DYLAN W LINDHOLM	120.00
Open	NBAZ - Warrant Clearing Account	Check	1089508	08/19/2020	Accounts Payable	CEEJAYE LIVINGSTON	259.90
Open	NBAZ - Warrant Clearing Account	Check	1089509	08/19/2020	Accounts Payable	JERRICA J LUPE	190.00
Open	NBAZ - Warrant Clearing Account	Check	1089510	08/19/2020	Accounts Payable	EVELYN T LYNCH	170.00
Open	NBAZ - Warrant Clearing Account	Check	1089511	08/19/2020	Accounts Payable	NONABAH G MAHNKE	180.00
Open	NBAZ - Warrant Clearing Account	Check	1089512	08/19/2020	Accounts Payable	CHELSEA MAIZE	190.00
Open	NBAZ - Warrant Clearing Account	Check	1089513	08/19/2020	Accounts Payable	ETTA MAIZE	170.00
Open	NBAZ - Warrant Clearing Account	Check	1089514	08/19/2020	Accounts Payable	RAQUEL RAE MAIZE	170.00
Open	NBAZ - Warrant Clearing Account	Check	1089515	08/19/2020	Accounts Payable	CAROL I MANIS	120.00
Open	NBAZ - Warrant Clearing Account	Check	1089516	08/19/2020	Accounts Payable	ORLANDO MANUELITO	190.00
Open	NBAZ - Warrant Clearing Account	Check	1089517	08/19/2020	Accounts Payable	SUSIE MANUELITO	180.00
Open	NBAZ - Warrant Clearing Account	Check	1089518	08/19/2020	Accounts Payable	BRANDON R MARTINEZ	170.00
Open	NBAZ - Warrant Clearing Account	Check	1089519	08/19/2020	Accounts Payable	MARILYN MARTINEZ-HARVEY	170.00
Open	NBAZ - Warrant Clearing Account	Check	1089520	08/19/2020	Accounts Payable	ROSALIND MASON	170.00
Open	NBAZ - Warrant Clearing Account	Check	1089521	08/19/2020	Accounts Payable	AMELYA MCCOO	864.40
Open	NBAZ - Warrant Clearing Account	Check	1089522	08/19/2020	Accounts Payable	KENJI LEE MCCOO	856.35
Open	NBAZ - Warrant Clearing Account	Check	1089523	08/19/2020	Accounts Payable	MARVIN MCCOO	863.25
Open	NBAZ - Warrant Clearing Account	Check	1089524	08/19/2020	Accounts Payable	BRENDA F MCCULLA	170.00
Open	NBAZ - Warrant Clearing Account	Check	1089525	08/19/2020	Accounts Payable	CARITA MEGO	170.00
Open	NBAZ - Warrant Clearing Account	Check	1089526	08/19/2020	Accounts Payable	EDWARD MIGHETTO	120.00
Open	NBAZ - Warrant Clearing Account	Check	1089527	08/19/2020	Accounts Payable	JACQUELINE MITCHELL	140.00
Open	NBAZ - Warrant Clearing Account	Check	1089528	08/19/2020	Accounts Payable	KYLIA N MONROE	120.00
Open	NBAZ - Warrant Clearing Account	Check	1089529	08/19/2020	Accounts Payable	DARCE J MONTIERTH	170.00
Open	NBAZ - Warrant Clearing Account	Check	1089530	08/19/2020	Accounts Payable	TRAVIS NAKAIDINAE	170.00
Open	NBAZ - Warrant Clearing Account	Check	1089531	08/19/2020	Accounts Payable	ROSE A NELSON	180.00
Open	NBAZ - Warrant Clearing Account	Check	1089532	08/19/2020	Accounts Payable	KATANIYA NEPHEW	170.00

Status	Bank Account	Type	Number	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	Check	1089533	08/19/2020	Accounts Payable	CHARLOTTE B NEZ	180.00
Open	NBAZ - Warrant Clearing Account	Check	1089534	08/19/2020	Accounts Payable	ILENE NEZ	190.00
Open	NBAZ - Warrant Clearing Account	Check	1089535	08/19/2020	Accounts Payable	KATHY A NEZ	190.00
Open	NBAZ - Warrant Clearing Account	Check	1089536	08/19/2020	Accounts Payable	LORENZO NORCROSS	120.00
Open	NBAZ - Warrant Clearing Account	Check	1089537	08/19/2020	Accounts Payable	DELFRID NOTAH	170.00
Open	NBAZ - Warrant Clearing Account	Check	1089538	08/19/2020	Accounts Payable	SHAUNDINE NOTAH	170.00
Open	NBAZ - Warrant Clearing Account	Check	1089539	08/19/2020	Accounts Payable	SONIA NOTAH	170.00
Open	NBAZ - Warrant Clearing Account	Check	1089540	08/19/2020	Accounts Payable	DIANE OSBORNE	190.00
Open	NBAZ - Warrant Clearing Account	Check	1089541	08/19/2020	Accounts Payable	DARLENE OWENS	140.00
Open	NBAZ - Warrant Clearing Account	Check	1089542	08/19/2020	Accounts Payable	AMBER DAWN PARRISH	190.00
Open	NBAZ - Warrant Clearing Account	Check	1089543	08/19/2020	Accounts Payable	GERALD L PAUL	170.00
Open	NBAZ - Warrant Clearing Account	Check	1089544	08/19/2020	Accounts Payable	SHANNA Y PEARCE	170.00
Open	NBAZ - Warrant Clearing Account	Check	1089545	08/19/2020	Accounts Payable	DORIS MARIE PEPOWSKI	170.00
Open	NBAZ - Warrant Clearing Account	Check	1089546	08/19/2020	Accounts Payable	EUGENE D PEPOWSKI	190.00
Open	NBAZ - Warrant Clearing Account	Check	1089547	08/19/2020	Accounts Payable	LEUYTON PESHAKAI	170.00
Open	NBAZ - Warrant Clearing Account	Check	1089548	08/19/2020	Accounts Payable	LORENE B PETE	170.00
Open	NBAZ - Warrant Clearing Account	Check	1089549	08/19/2020	Accounts Payable	MARIE BERNICE PETERSON	180.00
Open	NBAZ - Warrant Clearing Account	Check	1089550	08/19/2020	Accounts Payable	MARCOR B PLATT	120.00
Open	NBAZ - Warrant Clearing Account	Check	1089551	08/19/2020	Accounts Payable	JUSTINE M RAPOLLA	170.00
Open	NBAZ - Warrant Clearing Account	Check	1089552	08/19/2020	Accounts Payable	ROBERTA E REED	170.00
Open	NBAZ - Warrant Clearing Account	Check	1089553	08/19/2020	Accounts Payable	CORDALE REEDER	170.00
Open	NBAZ - Warrant Clearing Account	Check	1089554	08/19/2020	Accounts Payable	ROBERT A RHOTON	170.00
Open	NBAZ - Warrant Clearing Account	Check	1089555	08/19/2020	Accounts Payable	GLENDA C ROMERO	170.00
Open	NBAZ - Warrant Clearing Account	Check	1089556	08/19/2020	Accounts Payable	SHEALA B ROSS	120.00
Open	NBAZ - Warrant Clearing Account	Check	1089557	08/19/2020	Accounts Payable	DOLLY M ROY	120.00
Open	NBAZ - Warrant Clearing Account	Check	1089558	08/19/2020	Accounts Payable	LAVERNA W SAM	140.00
Open	NBAZ - Warrant Clearing Account	Check	1089559	08/19/2020	Accounts Payable	VALEEN RACHEL SAM	120.00
Open	NBAZ - Warrant Clearing Account	Check	1089560	08/19/2020	Accounts Payable	THOMAS SAMOFF	170.00
Open	NBAZ - Warrant Clearing Account	Check	1089561	08/19/2020	Accounts Payable	INA SARRACINO	170.00
Open	NBAZ - Warrant Clearing Account	Check	1089562	08/19/2020	Accounts Payable	SHAUN SARRACINO	190.00
Open	NBAZ - Warrant Clearing Account	Check	1089563	08/19/2020	Accounts Payable	TERRI LYNN SCOTT	170.00
Open	NBAZ - Warrant Clearing Account	Check	1089564	08/19/2020	Accounts Payable	TIRAE LYNN SCOTT	190.00
Open	NBAZ - Warrant Clearing Account	Check	1089565	08/19/2020	Accounts Payable	ALBERT SILVER	170.00
Open	NBAZ - Warrant Clearing Account	Check	1089566	08/19/2020	Accounts Payable	FANNIE SILVERSMITH	180.00
Open	NBAZ - Warrant Clearing Account	Check	1089567	08/19/2020	Accounts Payable	GWEN B SLADE	170.00
Open	NBAZ - Warrant Clearing Account	Check	1089568	08/19/2020	Accounts Payable	TINA MAE SMALLCANYON	140.00
Open	NBAZ - Warrant Clearing Account	Check	1089569	08/19/2020	Accounts Payable	ANDREW SMITH	120.00
Open	NBAZ - Warrant Clearing Account	Check	1089570	08/19/2020	Accounts Payable	DEAN FLOYD SMITH	170.00
Open	NBAZ - Warrant Clearing Account	Check	1089571	08/19/2020	Accounts Payable	HOLLY NICOLE SMITH	1,527.50
Open	NBAZ - Warrant Clearing Account	Check	1089572	08/19/2020	Accounts Payable	BRONSON PAUL SPENCER	170.00

Status	Bank Account	Type	Number	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	Check	1089573	08/19/2020	Accounts Payable	JERRY R STEWART	190.00
Open	NBAZ - Warrant Clearing Account	Check	1089574	08/19/2020	Accounts Payable	KATHLEEN M STEWART	170.00
Open	NBAZ - Warrant Clearing Account	Check	1089575	08/19/2020	Accounts Payable	BROOK ANN STREBE	170.00
Open	NBAZ - Warrant Clearing Account	Check	1089576	08/19/2020	Accounts Payable	ARKIN L TABAHA	170.00
Open	NBAZ - Warrant Clearing Account	Check	1089577	08/19/2020	Accounts Payable	MAISIE TABAHA	180.00
Open	NBAZ - Warrant Clearing Account	Check	1089578	08/19/2020	Accounts Payable	ROSITA TACHINE	120.00
Open	NBAZ - Warrant Clearing Account	Check	1089579	08/19/2020	Accounts Payable	MAEBELLE TAHNAZANI	120.00
Open	NBAZ - Warrant Clearing Account	Check	1089580	08/19/2020	Accounts Payable	ISABELLE TALIMAN	180.00
Open	NBAZ - Warrant Clearing Account	Check	1089581	08/19/2020	Accounts Payable	JOSEPH TAPAHA	170.00
Open	NBAZ - Warrant Clearing Account	Check	1089582	08/19/2020	Accounts Payable	NICHOLAS LEE TAPIA	500.00
Open	NBAZ - Warrant Clearing Account	Check	1089583	08/19/2020	Accounts Payable	IRENE T TAYLOR	130.00
Open	NBAZ - Warrant Clearing Account	Check	1089584	08/19/2020	Accounts Payable	ELAINE TELLER	130.00
Open	NBAZ - Warrant Clearing Account	Check	1089585	08/19/2020	Accounts Payable	JOSEPH TYLER TENORIO	170.00
Open	NBAZ - Warrant Clearing Account	Check	1089586	08/19/2020	Accounts Payable	SALLY R THOMAS	170.00
Open	NBAZ - Warrant Clearing Account	Check	1089587	08/19/2020	Accounts Payable	ROGER C THOMPSON	170.00
Open	NBAZ - Warrant Clearing Account	Check	1089588	08/19/2020	Accounts Payable	TYE TILDEN	170.00
Open	NBAZ - Warrant Clearing Account	Check	1089589	08/19/2020	Accounts Payable	KEYONNA TISHIE	170.00
Open	NBAZ - Warrant Clearing Account	Check	1089590	08/19/2020	Accounts Payable	MAXINE TISHIE	190.00
Open	NBAZ - Warrant Clearing Account	Check	1089591	08/19/2020	Accounts Payable	TREVINO TODECHEENIE	120.00
Open	NBAZ - Warrant Clearing Account	Check	1089592	08/19/2020	Accounts Payable	NATHANIA TOM	120.00
Open	NBAZ - Warrant Clearing Account	Check	1089593	08/19/2020	Accounts Payable	RONALDA TOM	120.00
Open	NBAZ - Warrant Clearing Account	Check	1089594	08/19/2020	Accounts Payable	OLESCITTA TSEDAH	120.00
Open	NBAZ - Warrant Clearing Account	Check	1089595	08/19/2020	Accounts Payable	KENDRA A TSO	361.10
Open	NBAZ - Warrant Clearing Account	Check	1089596	08/19/2020	Accounts Payable	NATHANIEL TSO	170.00
Open	NBAZ - Warrant Clearing Account	Check	1089597	08/19/2020	Accounts Payable	BRYAN TSOSIE	190.32
Open	NBAZ - Warrant Clearing Account	Check	1089598	08/19/2020	Accounts Payable	EVIE TSOSIE	130.00
Open	NBAZ - Warrant Clearing Account	Check	1089599	08/19/2020	Accounts Payable	JESSIE LYNN TSOSIE	190.00
Open	NBAZ - Warrant Clearing Account	Check	1089600	08/19/2020	Accounts Payable	TRINA MARIE TSOSIE	180.00
Open	NBAZ - Warrant Clearing Account	Check	1089601	08/19/2020	Accounts Payable	SANDRA KAY WAGNER	190.00
Open	NBAZ - Warrant Clearing Account	Check	1089602	08/19/2020	Accounts Payable	VICKI MARLENE WALKER	170.00
Open	NBAZ - Warrant Clearing Account	Check	1089603	08/19/2020	Accounts Payable	ALYSSA the WALL	550.00
Open	NBAZ - Warrant Clearing Account	Check	1089604	08/19/2020	Accounts Payable	ELLA M WARREN	120.00
Open	NBAZ - Warrant Clearing Account	Check	1089605	08/19/2020	Accounts Payable	CRAIG WASHEE	170.00
Open	NBAZ - Warrant Clearing Account	Check	1089606	08/19/2020	Accounts Payable	RUBY DARLENE WATERS	170.00
Open	NBAZ - Warrant Clearing Account	Check	1089607	08/19/2020	Accounts Payable	JAMIE WATSON	170.00
Open	NBAZ - Warrant Clearing Account	Check	1089608	08/19/2020	Accounts Payable	CHRISTINE WAUNEKA	28.17
Open	NBAZ - Warrant Clearing Account	Check	1089609	08/19/2020	Accounts Payable	DELLA C WEBER	170.00
Open	NBAZ - Warrant Clearing Account	Check	1089610	08/19/2020	Accounts Payable	GARY A WEBER	170.00
Open	NBAZ - Warrant Clearing Account	Check	1089611	08/19/2020	Accounts Payable	ADOREE S WHITE	180.00
Open	NBAZ - Warrant Clearing Account	Check	1089612	08/19/2020	Accounts Payable	CALVIN WHITE	190.00

Status	Bank Account	Type	Number	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	Check	1089613	08/19/2020	Accounts Payable	CHARLENE A WHITE	180.00
Open	NBAZ - Warrant Clearing Account	Check	1089614	08/19/2020	Accounts Payable	DESBA WHITE	170.00
Open	NBAZ - Warrant Clearing Account	Check	1089615	08/19/2020	Accounts Payable	JEFF WHITE	170.00
Open	NBAZ - Warrant Clearing Account	Check	1089616	08/19/2020	Accounts Payable	ROSIE WHITE	120.00
Open	NBAZ - Warrant Clearing Account	Check	1089617	08/19/2020	Accounts Payable	SANDRA A WHITING	190.00
Open	NBAZ - Warrant Clearing Account	Check	1089618	08/19/2020	Accounts Payable	ADELINE WILLETO	120.00
Open	NBAZ - Warrant Clearing Account	Check	1089619	08/19/2020	Accounts Payable	ELVIN J WILLIS	120.00
Open	NBAZ - Warrant Clearing Account	Check	1089620	08/19/2020	Accounts Payable	MARLENE WILLIS	130.00
Open	NBAZ - Warrant Clearing Account	Check	1089621	08/19/2020	Accounts Payable	ARLENE WILSON	120.00
Open	NBAZ - Warrant Clearing Account	Check	1089622	08/19/2020	Accounts Payable	BERNICE A WILSON	130.00
Open	NBAZ - Warrant Clearing Account	Check	1089623	08/19/2020	Accounts Payable	NATHASHA WILSON	120.00
Open	NBAZ - Warrant Clearing Account	Check	1089624	08/19/2020	Accounts Payable	MARY ANN WOODY	180.00
Open	NBAZ - Warrant Clearing Account	Check	1089625	08/19/2020	Accounts Payable	MARY J WOODY	170.00
Open	NBAZ - Warrant Clearing Account	Check	1089626	08/19/2020	Accounts Payable	BENSON YAZZIE	546.20
Open	NBAZ - Warrant Clearing Account	Check	1089627	08/19/2020	Accounts Payable	BOBBY YAZZIE	140.00
Open	NBAZ - Warrant Clearing Account	Check	1089628	08/19/2020	Accounts Payable	DEXTER D YAZZIE	170.00
Open	NBAZ - Warrant Clearing Account	Check	1089629	08/19/2020	Accounts Payable	GILBERT YAZZIE	170.00
Open	NBAZ - Warrant Clearing Account	Check	1089630	08/19/2020	Accounts Payable	JULIA YAZZIE	180.00
Open	NBAZ - Warrant Clearing Account	Check	1089631	08/19/2020	Accounts Payable	LEANDER RON YAZZIE	120.00
Open	NBAZ - Warrant Clearing Account	Check	1089632	08/19/2020	Accounts Payable	LEILANI MICHELLE YAZZIE	251.27
Open	NBAZ - Warrant Clearing Account	Check	1089633	08/19/2020	Accounts Payable	LENA NEZ YAZZIE	120.00
Open	NBAZ - Warrant Clearing Account	Check	1089634	08/19/2020	Accounts Payable	MARILYN YAZZIE	170.00
Open	NBAZ - Warrant Clearing Account	Check	1089635	08/19/2020	Accounts Payable	DOROTHY YOUNG	180.00
Open	NBAZ - Warrant Clearing Account	Check	1089636	08/19/2020	Accounts Payable	LOUIS YOUNG	190.00
Open	NBAZ - Warrant Clearing Account	Check	1089637	08/19/2020	Accounts Payable	MARUESHA YOUNG	170.00
Open	NBAZ - Warrant Clearing Account	Check	1089638	08/19/2020	Accounts Payable	NEVEAH YOUNG	170.00
Open	NBAZ - Warrant Clearing Account	Check	1089639	08/19/2020	Accounts Payable	CONSTANCE L ZAWACKI	190.00
Open	NBAZ - Warrant Clearing Account	Check	1089640	08/19/2020	Accounts Payable	JAMES ZAWACKI	170.00
Open	NBAZ - Warrant Clearing Account	Check	1089641	08/19/2020	Accounts Payable	VERA L CASSEL	300.00
Open	NBAZ - Warrant Clearing Account	Check	1089642	08/19/2020	Accounts Payable	THOMAS JOHN PAUL	174.00
Open	NBAZ - Warrant Clearing Account	Check	1089643	08/19/2020	Accounts Payable	EDWARD SETH SLADE	808.86
Open	NBAZ - Warrant Clearing Account	Check	1089644	08/19/2020	Accounts Payable	VERITAS RESEARCH CONSULTING	3,150.00
Open	NBAZ - Warrant Clearing Account	Check	1089645	08/19/2020	Accounts Payable	ROBIN R AGUERO	12,000.00
Open	NBAZ - Warrant Clearing Account	Check	1089646	08/24/2020	Accounts Payable	MARLEITA BEGAY	552.52
Open	NBAZ - Warrant Clearing Account	Check	1089647	08/24/2020	Accounts Payable	DAVID JULIAN ROMERO	541.50
Open	NBAZ - Warrant Clearing Account	Check	1089648	08/24/2020	Accounts Payable	PATRICK J SANDOVAL	174.00
Open	NBAZ - Warrant Clearing Account	Check	1089649	08/24/2020	Accounts Payable	JOE SHIRLEY JR	170.20
Open	NBAZ - Warrant Clearing Account	Check	1089650	08/25/2020	Accounts Payable	RUBEN A ARANDA MARIN	144.07
Open	NBAZ - Warrant Clearing Account	Check	1089651	08/25/2020	Accounts Payable	RODGER DAHOZY	399.54
Open	NBAZ - Warrant Clearing Account	Check	1089652	08/26/2020	Accounts Payable	AICPA	425.00

Status	Bank Account	Type	Number	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	Check	1089653	08/26/2020	Accounts Payable	ALLEGRA	164.81
Open	NBAZ - Warrant Clearing Account	Check	1089654	08/26/2020	Accounts Payable	AZ ASSN OF COUNTIES	12,478.87
Open	NBAZ - Warrant Clearing Account	Check	1089655	08/26/2020	Accounts Payable	BASHAS' CORPORATE OFFICE	123.45
Open	NBAZ - Warrant Clearing Account	Check	1089656	08/26/2020	Accounts Payable	BOOT BARN	171.32
Open	NBAZ - Warrant Clearing Account	Check	1089657	08/26/2020	Accounts Payable	GLORIA BOWMAN	100.00
Open	NBAZ - Warrant Clearing Account	Check	1089658	08/26/2020	Accounts Payable	CRESCENT ELECTRIC SUPPLY CO	352.21
Open	NBAZ - Warrant Clearing Account	Check	1089659	08/26/2020	Accounts Payable	K-LOG	4,439.57
Open	NBAZ - Warrant Clearing Account	Check	1089660	08/26/2020	Accounts Payable	KONICA MINOLTA	83.25
Open	NBAZ - Warrant Clearing Account	Check	1089661	08/26/2020	Accounts Payable	PERFECT PRINTZ LLC	178.22
Open	NBAZ - Warrant Clearing Account	Check	1089662	08/26/2020	Accounts Payable	PROPELLER AERO INC	5,000.00
Open	NBAZ - Warrant Clearing Account	Check	1089663	08/26/2020	Accounts Payable	SPEEDY SALES AND SERVICE	756.23
Open	NBAZ - Warrant Clearing Account	Check	1089664	08/26/2020	Accounts Payable	THE POUR STATION	120.00
Open	NBAZ - Warrant Clearing Account	Check	1089665	08/26/2020	Accounts Payable	WRIGHT EXPRESS FSC	2,744.54
Open	NBAZ - Warrant Clearing Account	Check	1089666	08/26/2020	Accounts Payable	24 HOUR GAS-N-GO	140.33
Open	NBAZ - Warrant Clearing Account	Check	1089667	08/26/2020	Accounts Payable	4 RIVERS EQUIPMENT LLC	475.56
Open	NBAZ - Warrant Clearing Account	Check	1089668	08/26/2020	Accounts Payable	AGRIBUSINESS & WATER COUNCIL OF ARIZONA	65.00
Open	NBAZ - Warrant Clearing Account	Check	1089669	08/26/2020	Accounts Payable	ALLEGRA	28.50
Open	NBAZ - Warrant Clearing Account	Check	1089670	08/26/2020	Accounts Payable	ALSCO INC	370.12
Open	NBAZ - Warrant Clearing Account	Check	1089671	08/26/2020	Accounts Payable	AMAZON CAPITAL SERVICES INC (IT DEPT)	2,120.18
Open	NBAZ - Warrant Clearing Account	Check	1089672	08/26/2020	Accounts Payable	AMAZON COM INC	2,664.64
Open	NBAZ - Warrant Clearing Account	Check	1089673	08/26/2020	Accounts Payable	AMIGO CHEVROLET	57.48
Open	NBAZ - Warrant Clearing Account	Check	1089674	08/26/2020	Accounts Payable	APACHE COUNTY YOUTH COUNCIL	750.00
Open	NBAZ - Warrant Clearing Account	Check	1089675	08/26/2020	Accounts Payable	ARIZONA CDJR SHOW LOW	5,718.57
Open	NBAZ - Warrant Clearing Account	Check	1089676	08/26/2020	Accounts Payable	ARIZONA SMOKE SCHOOL LLC	300.00
Open	NBAZ - Warrant Clearing Account	Check	1089677	08/26/2020	Accounts Payable	ASHTONS REPAIR INC	810.70
Open	NBAZ - Warrant Clearing Account	Check	1089678	08/26/2020	Accounts Payable	AT&T MOBILITY	69.72
Open	NBAZ - Warrant Clearing Account	Check	1089679	08/26/2020	Accounts Payable	AZ DEPT OF REVENUE	335.00
Open	NBAZ - Warrant Clearing Account	Check	1089680	08/26/2020	Accounts Payable	AZ DEPT OF TRANSPORTATION	103.10
Open	NBAZ - Warrant Clearing Account	Check	1089681	08/26/2020	Accounts Payable	AZ SCHOOL BOARDS ASSN	250.00
Open	NBAZ - Warrant Clearing Account	Check	1089682	08/26/2020	Accounts Payable	AZ SUPREME COURT	2,600.00
Open	NBAZ - Warrant Clearing Account	Check	1089683	08/26/2020	Accounts Payable	AZ SUPREME COURT	750.00
Open	NBAZ - Warrant Clearing Account	Check	1089684	08/26/2020	Accounts Payable	B & H WHOLESAL POPCORN CANNERY	84.00
Open	NBAZ - Warrant Clearing Account	Check	1089685	08/26/2020	Accounts Payable	BACKWOODS TEES LLC	48.00
Open	NBAZ - Warrant Clearing Account	Check	1089686	08/26/2020	Accounts Payable	BASIN BROADCASTING COMPANY INC - KNDN RADIO	825.00
Open	NBAZ - Warrant Clearing Account	Check	1089687	08/26/2020	Accounts Payable	BAUMAN HOME AND AUTO INC	464.34
Open	NBAZ - Warrant Clearing Account	Check	1089688	08/26/2020	Accounts Payable	SARAH MAE BEGAY	345.00
Open	NBAZ - Warrant Clearing Account	Check	1089689	08/26/2020	Accounts Payable	BI INC	383.20
Open	NBAZ - Warrant Clearing Account	Check	1089690	08/26/2020	Accounts Payable	PAULA MARIE BILLY	280.00
Open	NBAZ - Warrant Clearing Account	Check	1089691	08/26/2020	Accounts Payable	BLUE HILLS ENVIRONMENTAL	319.85
Open	NBAZ - Warrant Clearing Account	Check	1089692	08/26/2020	Accounts Payable	BLUE LINE TOWING	370.00

Status	Bank Account	Type	Number	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	Check	1089693	08/26/2020	Accounts Payable	GLORIA BOWMAN	25.44
Open	NBAZ - Warrant Clearing Account	Check	1089694	08/26/2020	Accounts Payable	BRIDES AUTO CENTER	1,276.74
Open	NBAZ - Warrant Clearing Account	Check	1089695	08/26/2020	Accounts Payable	BULWARK EXTERMINATING LLC	755.00
Open	NBAZ - Warrant Clearing Account	Check	1089696	08/26/2020	Accounts Payable	BURGER KING #14580	144.02
Open	NBAZ - Warrant Clearing Account	Check	1089697	08/26/2020	Accounts Payable	BUTLER'S OFFICE EQUIPMENT & SUPPLY INC	77.85
Open	NBAZ - Warrant Clearing Account	Check	1089698	08/26/2020	Accounts Payable	CDW GOVERNMENT LLC	714.88
Open	NBAZ - Warrant Clearing Account	Check	1089699	08/26/2020	Accounts Payable	CENTER FOR DISEASE DETECTION LLC	137.50
Open	NBAZ - Warrant Clearing Account	Check	1089700	08/26/2020	Accounts Payable	CHANGEPOINT INTEGRATED HEALTH	6,600.00
Open	NBAZ - Warrant Clearing Account	Check	1089701	08/26/2020	Accounts Payable	HARDY C CLEVELAND	100.00
Open	NBAZ - Warrant Clearing Account	Check	1089702	08/26/2020	Accounts Payable	CONCHO SUPPLY LLC	150.00
Open	NBAZ - Warrant Clearing Account	Check	1089703	08/26/2020	Accounts Payable	CRESCENT ELECTRIC SUPPLY CO	127.40
Open	NBAZ - Warrant Clearing Account	Check	1089704	08/26/2020	Accounts Payable	TROY D CZARNYSZKA	161.13
Open	NBAZ - Warrant Clearing Account	Check	1089705	08/26/2020	Accounts Payable	D R PLUMBING HEATING & COOLING LLC	730.00
Open	NBAZ - Warrant Clearing Account	Check	1089706	08/26/2020	Accounts Payable	DAVIS TRUE VALUE HARDWARE	59.99
Open	NBAZ - Warrant Clearing Account	Check	1089707	08/26/2020	Accounts Payable	DAY CUSTOMS AUTOMOTIVE	92.18
Open	NBAZ - Warrant Clearing Account	Check	1089708	08/26/2020	Accounts Payable	DELL COMPUTER CORPORATION	895.63
Open	NBAZ - Warrant Clearing Account	Check	1089709	08/26/2020	Accounts Payable	DISH NETWORK	166.28
Open	NBAZ - Warrant Clearing Account	Check	1089710	08/26/2020	Accounts Payable	DISH NETWORK	125.49
Open	NBAZ - Warrant Clearing Account	Check	1089711	08/26/2020	Accounts Payable	DOYLES AUTO BODY INC	2,194.61
Open	NBAZ - Warrant Clearing Account	Check	1089712	08/26/2020	Accounts Payable	BEN DUGDALE	517.99
Open	NBAZ - Warrant Clearing Account	Check	1089713	08/26/2020	Accounts Payable	EATON SALES & SERVICE	1,124.82
Open	NBAZ - Warrant Clearing Account	Check	1089714	08/26/2020	Accounts Payable	EM HALE LAW	1,697.50
Open	NBAZ - Warrant Clearing Account	Check	1089715	08/26/2020	Accounts Payable	EMPIRE MACHINERY	282.51
Open	NBAZ - Warrant Clearing Account	Check	1089716	08/26/2020	Accounts Payable	FLAG STAMP AND ENGRAVING LLC	70.00
Open	NBAZ - Warrant Clearing Account	Check	1089717	08/26/2020	Accounts Payable	GABRIEL FREELAND	41.62
Open	NBAZ - Warrant Clearing Account	Check	1089718	08/26/2020	Accounts Payable	FRONTIER	420.99
Open	NBAZ - Warrant Clearing Account	Check	1089719	08/26/2020	Accounts Payable	FRONTIER	933.71
Open	NBAZ - Warrant Clearing Account	Check	1089720	08/26/2020	Accounts Payable	FRONTIER	24.78
Open	NBAZ - Warrant Clearing Account	Check	1089721	08/26/2020	Accounts Payable	FRONTIER	72.06
Open	NBAZ - Warrant Clearing Account	Check	1089722	08/26/2020	Accounts Payable	FRONTIER	732.14
Open	NBAZ - Warrant Clearing Account	Check	1089723	08/26/2020	Accounts Payable	FRONTIER	72.06
Open	NBAZ - Warrant Clearing Account	Check	1089724	08/26/2020	Accounts Payable	FRONTIER	56.65
Open	NBAZ - Warrant Clearing Account	Check	1089725	08/26/2020	Accounts Payable	FRONTIER	139.04
Open	NBAZ - Warrant Clearing Account	Check	1089726	08/26/2020	Accounts Payable	FRONTIER	385.10
Open	NBAZ - Warrant Clearing Account	Check	1089727	08/26/2020	Accounts Payable	FRONTIER	129.42
Open	NBAZ - Warrant Clearing Account	Check	1089728	08/26/2020	Accounts Payable	FRONTIER	105.35
Open	NBAZ - Warrant Clearing Account	Check	1089729	08/26/2020	Accounts Payable	FRONTIER	247.69
Open	NBAZ - Warrant Clearing Account	Check	1089730	08/26/2020	Accounts Payable	FRONTIER	273.44
Open	NBAZ - Warrant Clearing Account	Check	1089731	08/26/2020	Accounts Payable	FRONTIER	21.30
Open	NBAZ - Warrant Clearing Account	Check	1089732	08/26/2020	Accounts Payable	FRONTIER	4,548.72

Status	Bank Account	Type	Number	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	Check	1089733	08/26/2020	Accounts Payable	FRONTIER	106.82
Open	NBAZ - Warrant Clearing Account	Check	1089734	08/26/2020	Accounts Payable	FSU CENTER FOR PREVENTION AND EIP	425.00
Open	NBAZ - Warrant Clearing Account	Check	1089735	08/26/2020	Accounts Payable	GALL'S INC	435.27
Open	NBAZ - Warrant Clearing Account	Check	1089736	08/26/2020	Accounts Payable	GALLUP WATER WORKS	28.50
Open	NBAZ - Warrant Clearing Account	Check	1089737	08/26/2020	Accounts Payable	GILA COUNTY	8,619.00
Open	NBAZ - Warrant Clearing Account	Check	1089738	08/26/2020	Accounts Payable	DARYL GREER	1,803.75
Open	NBAZ - Warrant Clearing Account	Check	1089739	08/26/2020	Accounts Payable	GREER COMMUNITY FACILITIES	849.40
Open	NBAZ - Warrant Clearing Account	Check	1089740	08/26/2020	Accounts Payable	RICHARD C GUIINN	72.32
Open	NBAZ - Warrant Clearing Account	Check	1089741	08/26/2020	Accounts Payable	HAMBLIN & ASSOCIATES LLC	5,300.00
Open	NBAZ - Warrant Clearing Account	Check	1089742	08/26/2020	Accounts Payable	HEALTH EQUITY INC	203.80
Open	NBAZ - Warrant Clearing Account	Check	1089743	08/26/2020	Accounts Payable	HILL AZ GROCERY STORE	402.77
Open	NBAZ - Warrant Clearing Account	Check	1089744	08/26/2020	Accounts Payable	HILLYARD/FLAGSTAFF	42.82
Open	NBAZ - Warrant Clearing Account	Check	1089745	08/26/2020	Accounts Payable	HOLIDAY INN - CANYON DE CHELLY	498.20
Open	NBAZ - Warrant Clearing Account	Check	1089746	08/26/2020	Accounts Payable	HOME DEPOT	1,256.34
Open	NBAZ - Warrant Clearing Account	Check	1089747	08/26/2020	Accounts Payable	INFINITY COMMUNICAITONS & CONSULTING INC	4,500.00
Open	NBAZ - Warrant Clearing Account	Check	1089748	08/26/2020	Accounts Payable	JUNIOR LIBRARY GUILD	235.90
Open	NBAZ - Warrant Clearing Account	Check	1089749	08/26/2020	Accounts Payable	WALTER SCOTT KING	239.12
Open	NBAZ - Warrant Clearing Account	Check	1089750	08/26/2020	Accounts Payable	KONICA MINOLTA	120.59
Open	NBAZ - Warrant Clearing Account	Check	1089751	08/26/2020	Accounts Payable	MICHAEL LATHAM	652.36
Open	NBAZ - Warrant Clearing Account	Check	1089752	08/26/2020	Accounts Payable	LOWES #24	136.23
Open	NBAZ - Warrant Clearing Account	Check	1089753	08/26/2020	Accounts Payable	STEPHANIE MCCARTHY	5,477.11
Open	NBAZ - Warrant Clearing Account	Check	1089754	08/26/2020	Accounts Payable	MOUNTAIN LEGAL PLLC	231.00
Open	NBAZ - Warrant Clearing Account	Check	1089755	08/26/2020	Accounts Payable	NAPA	676.78
Open	NBAZ - Warrant Clearing Account	Check	1089756	08/26/2020	Accounts Payable	NATIONAL INSTITUTE FOR JAIL OPERATIONS	198.00
Open	NBAZ - Warrant Clearing Account	Check	1089757	08/26/2020	Accounts Payable	NAVAJO SANITATION INC	223.82
Open	NBAZ - Warrant Clearing Account	Check	1089758	08/26/2020	Accounts Payable	NAVAJO TRIBAL UTILITY AUTHORITY	4,117.72
Open	NBAZ - Warrant Clearing Account	Check	1089759	08/26/2020	Accounts Payable	NAVAJO WESTERNERS	17.68
Open	NBAZ - Warrant Clearing Account	Check	1089760	08/26/2020	Accounts Payable	NAVOPACHE ELECTRIC COOPERATIVE	4,387.02
Open	NBAZ - Warrant Clearing Account	Check	1089761	08/26/2020	Accounts Payable	JULIE ANN NICHOLSON	40.93
Open	NBAZ - Warrant Clearing Account	Check	1089762	08/26/2020	Accounts Payable	NOEL'S INC	124.90
Open	NBAZ - Warrant Clearing Account	Check	1089763	08/26/2020	Accounts Payable	O'REILLY AUTO PARTS	184.40
Open	NBAZ - Warrant Clearing Account	Check	1089764	08/26/2020	Accounts Payable	OCTOPUS CAR WASH INC	12.45
Open	NBAZ - Warrant Clearing Account	Check	1089765	08/26/2020	Accounts Payable	OFFICE DEPOT	59.66
Open	NBAZ - Warrant Clearing Account	Check	1089766	08/26/2020	Accounts Payable	PACIFIC PONDEROSA CO INC	2,570.40
Open	NBAZ - Warrant Clearing Account	Check	1089767	08/26/2020	Accounts Payable	RYAN N PATTERSON	328.83
Open	NBAZ - Warrant Clearing Account	Check	1089768	08/26/2020	Accounts Payable	PENWORTHY COMPANY	244.05
Open	NBAZ - Warrant Clearing Account	Check	1089769	08/26/2020	Accounts Payable	PERSONNEL SAFETY ENTERPRISES	78.23
Open	NBAZ - Warrant Clearing Account	Check	1089770	08/26/2020	Accounts Payable	PHARMICHEM INC	306.75
Open	NBAZ - Warrant Clearing Account	Check	1089771	08/26/2020	Accounts Payable	PITNEY BOWES	127.19
Open	NBAZ - Warrant Clearing Account	Check	1089772	08/26/2020	Accounts Payable	PREMIER DRY CLEANING	40.00

Status	Bank Account	Type	Number	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	Check	1089773	08/26/2020	Accounts Payable	PSYCHOLOGICAL AND CONSULTING SERVICES	4,000.00
Open	NBAZ - Warrant Clearing Account	Check	1089774	08/26/2020	Accounts Payable	QUALITY READY MIX INC	3,207.54
Open	NBAZ - Warrant Clearing Account	Check	1089775	08/26/2020	Accounts Payable	QUILL CORP	5,619.25
Open	NBAZ - Warrant Clearing Account	Check	1089776	08/26/2020	Accounts Payable	RHINEHART OIL CO	11.33
Open	NBAZ - Warrant Clearing Account	Check	1089777	08/26/2020	Accounts Payable	RIGG LAW FIRM PLLC	88.00
Open	NBAZ - Warrant Clearing Account	Check	1089778	08/26/2020	Accounts Payable	SANDERS UNIFIED SCHOOL DISTRICT	325.00
Open	NBAZ - Warrant Clearing Account	Check	1089779	08/26/2020	Accounts Payable	SECURUS TECHNOLOGIES INC	689.55
Open	NBAZ - Warrant Clearing Account	Check	1089780	08/26/2020	Accounts Payable	ALTON JOE SHEPHERD	262.82
Open	NBAZ - Warrant Clearing Account	Check	1089781	08/26/2020	Accounts Payable	SHERWIN-WILLIAMS	629.00
Open	NBAZ - Warrant Clearing Account	Check	1089782	08/26/2020	Accounts Payable	SHOW LOW FORD INC	2,815.26
Open	NBAZ - Warrant Clearing Account	Check	1089783	08/26/2020	Accounts Payable	KELI ANN SINE-SHIELDS	240.37
Open	NBAZ - Warrant Clearing Account	Check	1089784	08/26/2020	Accounts Payable	WILBUR SMITH	100.00
Open	NBAZ - Warrant Clearing Account	Check	1089785	08/26/2020	Accounts Payable	SPARKLETTS WATER	200.45
Open	NBAZ - Warrant Clearing Account	Check	1089786	08/26/2020	Accounts Payable	SPRINGERVILLE AUTOMOTIVE SERVICE	353.37
Open	NBAZ - Warrant Clearing Account	Check	1089787	08/26/2020	Accounts Payable	ST JOHNS CITY	161.62
Open	NBAZ - Warrant Clearing Account	Check	1089788	08/26/2020	Accounts Payable	ST JOHNS UNITED DRUG	11.05
Open	NBAZ - Warrant Clearing Account	Check	1089789	08/26/2020	Accounts Payable	STAPLES CREDIT PLAN	644.47
Open	NBAZ - Warrant Clearing Account	Check	1089790	08/26/2020	Accounts Payable	SUNSTATE TECHNOLOGY GROUP	298.69
Open	NBAZ - Warrant Clearing Account	Check	1089791	08/26/2020	Accounts Payable	JASON YOUNG SUTTLES	7.32
Open	NBAZ - Warrant Clearing Account	Check	1089792	08/26/2020	Accounts Payable	SWBRA AZ01	200.00
Open	NBAZ - Warrant Clearing Account	Check	1089793	08/26/2020	Accounts Payable	THE POUR STATION	22.50
Open	NBAZ - Warrant Clearing Account	Check	1089794	08/26/2020	Accounts Payable	THOMSON REUTERS WEST	1,125.02
Open	NBAZ - Warrant Clearing Account	Check	1089795	08/26/2020	Accounts Payable	TOWN OF EAGAR	86.16
Open	NBAZ - Warrant Clearing Account	Check	1089796	08/26/2020	Accounts Payable	TRUCK PRO DBA AZ BRAKE & CLUTCH SUPPLY	545.36
Open	NBAZ - Warrant Clearing Account	Check	1089797	08/26/2020	Accounts Payable	KENDRA A TSO	17.74
Open	NBAZ - Warrant Clearing Account	Check	1089798	08/26/2020	Accounts Payable	UNIFIRST CORPORATION	173.56
Open	NBAZ - Warrant Clearing Account	Check	1089799	08/26/2020	Accounts Payable	UNITED RENTALS	3,968.53
Open	NBAZ - Warrant Clearing Account	Check	1089800	08/26/2020	Accounts Payable	VALLEY AUTO PARTS	296.37
Open	NBAZ - Warrant Clearing Account	Check	1089801	08/26/2020	Accounts Payable	VALLEY IMAGING SOLUTIONS	5.03
Open	NBAZ - Warrant Clearing Account	Check	1089802	08/26/2020	Accounts Payable	VERIZON WIRELESS	1,809.48
Open	NBAZ - Warrant Clearing Account	Check	1089803	08/26/2020	Accounts Payable	WAGNER EQUIPMENT CO	486.14
Open	NBAZ - Warrant Clearing Account	Check	1089804	08/26/2020	Accounts Payable	TAMMI JO WILKINS	200.00
Open	NBAZ - Warrant Clearing Account	Check	1089805	08/26/2020	Accounts Payable	WOODLAND BUILDING CENTER	513.86
Open	NBAZ - Warrant Clearing Account	Check	1089806	08/26/2020	Accounts Payable	XEROX CORP	72.90
Open	NBAZ - Warrant Clearing Account	Check	1089807	08/26/2020	Accounts Payable	DERRICK YAZZIE	396.59
							1,299,674.84

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

Submitter's Name: (Individual, Organization, or County Department)

County Manager _____

Date/Signature: _____

8/24/20



Describe in detail what you want to say to the Board and what action you want the Board to take:

Request approval of minutes dated August 11, August 13, and August 17, 2020.

BOS Meeting Date Requested 9/1/2020

PRE-AGENDA ITEM REVIEW

Legal Review: _____

Signature _____

Finance Review: _____

Signature _____

Human Resources Review: _____

Signature _____

Other Review: _____

Signature _____

Reviews completed, item approved for Agenda.

Board Clerk's Initials _____

OFFICIAL PROCEEDINGS OF THE APACHE COUNTY
BOARD OF SUPERVISORS MEETING

August 13, 2020
St. Johns, Arizona

Present were: County Manager/Clerk of the Board Ryan Patterson and Election Director Angela Romero. Chairman Alton Joe Shepherd, Vice Chairman Joe Shirley, Jr., and Supervisor Travis Simshauser participated via the telephone.

Chairman Shepherd called to order the Board of Supervisors meeting at 1:01 p.m. in the Board of Supervisors chambers, County Annex Building, 75 West Cleveland Street, St. Johns, Arizona.

Angela Romero, Election Director, presented the item for discussion and possible approval of the Canvass of the August 4, 2020 Primary Election. Mrs. Romero stated with the COVID-19 pandemic, the election went as smoothly as possible given the circumstances and thanked the Navajo Nation for the use of the polling sites on the Navajo reservation, the election workers and the county staff who assisted with the success of the election. **Mr. Shirley moved approval of the August 4, 2020 Primary Election Canvass, seconded by Mr. Simshauser.** Vote was unanimous.

Mr. Shirley moved to adjourn the meeting seconded by Mr. Simshauser. Vote was unanimous.

The meeting adjourned at 1:04 p.m. MST.

Approved this 1st day of September, 2020.

Alton Joe Shepherd
Chairman of the Board

Ryan N. Patterson
Clerk of the Board

OFFICIAL PROCEEDINGS OF THE APACHE COUNTY
BOARD OF SUPERVISORS WORK SESSION

August 11, 2020
St. Johns, Arizona

Present were: Chairman Alton Joe Shepherd, Vice Chairman Joe Shirley, Jr., Supervisor Travis Simshauser and County Manager/Clerk of the Board Ryan Patterson. Chief Deputy County Attorney Joe Young participated via the telephone.

Chairman Shepherd called to order the Board of Supervisors work session at 8:34 a.m. in the Board of Supervisors chambers, County Annex Building, 75 West Cleveland Street, St. Johns, Arizona.

Chairman Shepherd stated there were four items for discussion on the work session agenda related to public safety and health including but not limited to

- State revenues and budget impacts
- Public Safety Retirement
- AZCares funding
- COVID-19 response

Chairman Shepherd called for the public safety retirement item for discussion. Mark Reader, a representative with STIFEL, provided a PowerPoint presentation of historic bond issues managed by Stifel. Mr. Reader via the PowerPoint, provided options available to the County for the possible refinance of the 12-million dollar public safety retirement debt.

Timothy Hinton, Finance Director provided an overview of the budget impacts related to the effects to the economy from the COVID pandemic.

Mr. Patterson provided an overview and the guidelines for the use of the AZCares funding that the county will receive and indicated 5.4 million has been funded and the county is working on the additional 1.8 million. A discussion was held regarding possible projects and district specific needs that would benefit the county in the best way.

Health Director Preston Raban provided an update on the COVID-19 pandemic and the protocols established by the health department to keep employees and public safe. Mr. Raban provided an overview of the steps to re-opening the schools in the county.

Mr. Simshauser moved to adjourn the work session, seconded by Mr. Shirley. Vote was unanimous.

Approved this 1st day of September 2020.

ATTEST:

Alton Joe Shepherd
Chairman of the Board

Ryan N. Patterson
Clerk of the Board

OFFICIAL PROCEEDINGS OF THE APACHE COUNTY
BOARD OF SUPERVISORS MEETING

August 17, 2020
St. Johns, Arizona

Present were: Vice Chairman Joe Shirley, Jr., Supervisor Travis Simshauser, County Manager/Clerk of the Board Ryan Patterson and Chief Deputy Attorney Joseph Young. Chairman Alton Joe Shepherd participated via the telephone.

Chairman Shepherd called to order the Board of Supervisors meeting at 8:31 a.m. in the Board of Supervisors chambers, County Annex Building, 75 West Cleveland Street, St. Johns, Arizona, and welcomed all in attendance.

Malena Hannah led the Pledge of Allegiance.

Ferrin Crosby gave the invocation.

Chairman Shepherd called for the Public Health Services District items.

Preston Raban, Health Director, requested approval of an Intergovernmental Agreement Prop 201 Smoke Free Arizona Amendment #1, effective July 1, 2020 through June 30, 2021. Mr. Raban stated this amendment reduces the amount of the grant from \$70,859 to \$67,316 and this change was anticipated for FY21 but exact amount of decrease was not known before FY21 budget was submitted. **Mr. Shirley moved approval, seconded by Mr. Simshauser.** Vote was unanimous.

Preston Raban, Health Director, requested approval of the Registered Nurse contracts with Sandra Lozoya, Hollee Penrod, Sharon Waite, Rebecca Rivera and Korynn Orsak to be subcontractors for clinical services. This has been budgeted for in FY21. **Mr. Simshauser moved approval, seconded by Mr. Shirley.** Vote was unanimous.

Mr. Shirley moved to adjourn the Public Health Services District meetings, seconded by Mr. Simshauser. Vote was unanimous.

Chairman Shepherd called for the Library District items.

SueAn Stradling-Collins, Library Director, requested approval of the Strategic Plan for the Round Valley Public Library. **Mr. Shirley moved approval, seconded by Mr. Simshauser.** Vote was unanimous.

SueAn Stradling-Collins, Library Director, approval to enter into a Reciprocal Lending Arrangement (RLA) with Overdrive. There is no cost associated with this, just an agreement to continue purchasing eContent at our current annual amount. **Mr. Simshauser moved approval, seconded by Mr. Shirley.** Vote was unanimous.

SueAn Stradling-Collins, Library Director, requested approval to enter into an agreement to become members of the Consortium of Partners Procuring Electronic Resources (COPPER). There is no cost for this membership. **Mr. Shirley moved approval, seconded by Mr. Simshauser.** Vote was unanimous.

Mr. Simshauser moved to adjourn the Library District, seconded by Mr. Shirley. Vote was unanimous.

Chairman Shepherd called for the regular agenda items.

Timothy Hinton, Finance Director, requested approval of the 2020-2021 Tax Levy for all County jurisdictions. David Romero, Chief Deputy Treasurer asked if the Ganado Fire District that over collected last year, and he did not see an adjustment to the tax rate on the backup and wanted to make sure that was being addressed. Mr. Hinton responded that in discussion with the Assessor’s Office, the adjustment is not to be made this year, but will be adjusted for next year. Mr. Hinton stated this year the tax rate for Ganado Fire District is fine, next year the rate will be reduced to account for the over collection of the taxes. **Mr. Shirley moved approval seconded by Mr. Simshauser.** Vote was unanimous.

Mr. Patterson presented the Consent Agenda items A-D and recommended approval. **Mr. Shirley moved approval of the items A-D, seconded by Mr. Simshauser.** County Manager/Clerk of the Board: A. Request approval of demands as distributed to the Apache County Board of Supervisors between July 28, 2020 to August 17, 2020. Payee Amount
DELL COMPUTER CORPORATION 8,233.17 LAWYERS TITLE OF ARIZONA INC15,000.00 WILLIAMS SCOTSMAN INC (WILLSCOT)1,349.42 WRIGHT EXPRESS FSC2,141.59 ALLEN INSTRUMENTS AND SUPPLIES 2,096.27 AMAZON CAPITAL SERVICES INC (IT DEPT) 1,482.09 AZLGEBT 349,586.37 DELL COMPUTER CORPORATION1,723.43 DISCOUNT TIRE1,940.89 ERNIE'S SUPPLY LLC 1,520.00 GRAINGER 1,316.14 HOME DEPOT1,789.75 INGRAM LIBRARY SERVICES1,386.09 MARCO CRANE & RIGGING CO 1,009.80 NATIONAL SHERIFFS' ASSOCIATION 1,167.90 NAVOPACHE ELECTRIC COOPERATIVE 9,827.01 PRO PETROLEUM13,206.82 QUALITY READY MIX INC4,619.76 QUILL CORP3,134.67 RHINEHART OIL CO16,093.38 RUSH TRUCK CENTER1,402.30 SECURUS TECHNOLOGIES INC1,044.12 SOUTHERN TIRE MART LLC1,684.28 SPRINGVILLE AUTO WRECKERS1,290.00 THOMSON REUTERS WEST1,125.02 US GEOLOGICAL SURVEY 3,100.00 VALLEY AUTO PARTS1,177.34 VERIZON WIRELESS2,566.59WILLIAMS SCOTSMAN INC (WILLSCOT) 1,398.19 YAZZIE'S AUTO PARTS INC3,333.74 AMAZON CAPITAL SERVICES INC (IT DEPT)1,008.17 ERNIE'S SUPPLY LLC1,415.10 PHIL STRATTON ELECTRIC IN3,300.00 THE ARIZONA PARTNERSHIP FOR IMMUNIZATION1,458.34 ADA C GUINN 1,589.62 APACHE COUNTY FSA 1,174.78 APACHE COUNTY HSA4,533.32 APACHE COUNTY MEDICAL175,608.59 APACHE COUNTY TAX WITHHOLDING 139,329.52 ASRS LEGACY EORP5,877.24 AZ STATE RETIREMENT SYSTEM110,165.08 COLONIAL LIFE AND ACCIDENT INS 1,564.16 CORRECTIONS OFFICER RET PLAN10,793.46 CORRECTIONS OFFICER RETIREMENT PLAN 520 5,397.51 EORP LEGACY2,720.34 NATIONWIDE2,352.11 NATIONWIDE TRUST FSB 3,210.30 PUBLIC SAFETY PERSONNEL 40116,207.12 PUBLIC SAFETY SHERIFF RET36,798.91 SUPPORT PAYMENT CLEARINGHOUSE1,486.14 AMAZON COM INC2,629.43

AUTOMATED ELECTION SERVICES44,176.58 AZ SUPREME COURT11,202.01
 INLAND KENWORTH INC (FARMINGTON)2,528.80 NAVAJO TRIBAL UTILITY
 AUTHORITY 1,334.81 NEWMAN SIGNS INC5,457.37 SUNSTATE TECHNOLOGY
 GROUP1,463.24 AMAZON CAPITAL SERVICES INC (IT DEPT)9,028.69 BAUMAN HOME
 AND AUTO INC1,512.63 BOLDPLANNING INC 13,600.00 CDW GOVERNMENT
 LLC2,528.12 CONTINUOUS RAINGUTTER SYSTEMS 3,589.00 CONTRACT PHAM
 SERVICES INC2,408.87 EATON SALES & SERVICE52,972.73 EMPIRE MACHINERY
 1,390.26 FUTURE TIRE3,922.98 GOLIGHTLY TIRE 2,538.43 HATCH
 CONSTRUCTION2,228.56 KLINT HEAP1,375.69 HILLYARD/FLAGSTAFF 2,822.74
 HISTORICSTREETSCAPES PLLC5,256.65 HOME DEPOT1,745.65 JAMES EDWARD
 FURNITURE5,505.78 TOMMY KIRK 1,185.25 NEXTRAQ 17,251.20 NICOLL
 CONSTRUCTION LLC131,574.94 PITNEY BOWES RESERVE ACCOUNT 5,000.00
 QUALITY READY MIX INC 2,286.74 QUILL CORP 4,591.85 RELIABLE BACKGROUND
 SCREENING2,024.75 SECURUS TECHNOLOGIES INC1,143.21 STAPLES CREDIT
 PLAN2,182.05 THE AARONS COMPANY LLC3,000.00 TORRISON CONSULTING LLC
 4,859.00 US CORRECTIONS LLC 3,396.00 VALLEY AUTO PARTS5,084.14 VERITAS
 RESEARCH CONSULTING3,300.00 WOODLAND BUILDING CENTER5,185.11 WRIGHT
 EXPRESS FSC2,720.00 ESTHER YAZZIE-LEWIS 1,744.79 NATIONAL BANK20,523.64
 APACHE COUNTY TAX WITHHOLDING2,375.43 CREATIVE MULTIMEDIA INC
 (CMI)9,787.50 HAMBLIN & ASSOCIATES LLC1,900.00 OFFICE DEPOT1,397.62 ADHS
 AZ HEALTH CARE COST22,400.00 AMAZON CAPITAL SERVICES INC (IT DEPT)
 4,091.13 AMIGO CHEVROLET4,198.69 AZ DEPT OF RISK MANAGEMENT1,147.83 AZ
 STATE GOVERNMENT12,414.34 CHAPMANS INTERIOR AND EXTERIOR MOTIVES
 LLC 1,000.00 CLARK TRUCK EQUIPMENT COMPANY INC1,952.00 CMS
 COMMUNICATIONS INC1,285.00 CONTINUANT INC1,178.20 DELL COMPUTER
 CORPORATION2,867.25 EATON SALES & SERVICE7,199.37 EMPIRE MACHINERY
 2,977.12 FIREFIGHTERS AND POLICE OFFICERS CANCER INSURANCE 1,150.00
 FRONTIER 1,855.75 FUTURE TIRE6,574.99 GMCO CORPORATION13,879.01 HAMBLIN
 LAW OFFICE PLC8,500.00 HATCH CONSTRUCTION 2,270.31 INGRAM LIBRARY
 SERVICES 1,395.53 LEGATE, PENROD & ASSOCIATES4,268.00 MERCK SHARP &
 DOHME CORP 1,030.85 NAVAJO TRIBAL UTILITY AUTHORITY3,944.86
 NAVAPACHE CHEM DRY 1,794.87 NAVOPACHE ELECTRIC COOPERATIVE7,496.38
 NIELSEN WELL DRILLING1,100.00 DANA BRYCE PATTERSON8,500.00 PHIL
 STRATTON ELECTRIC IN 2,800.00 PRO PETROLEUM14,000.51 PUERCO VALLEY
 AMBULANCE SERVICE 2,922.11 QUILL CORP1,968.01 R JOHN R JOHN LEE
 ATTORNEY AT LAW8,500.00 SECURUS TECHNOLOGIES INC1,441.34 SHERWIN-
 WILLIAMS 1,774.08 ST JOHNS EMERGENCY SERVICES1,029.63 TOWN OF EAGAR
 1,569.68 TRINITY SERVICES GROUP INC18,824.98 VALLEY AUTO PARTS,206.80
 VERIZON WIRELESS1,516.94 WHITE MOUNTAIN PUBLISHING CO1,235.30 Demands
 are payments made, or to be made, by the County. Specific details of the demands may be
 requested through the County public record request process. B. Request approval of minutes
 dated July 28, 2020 and August 3, 2020. Human Resources: C. Request approval to transfer
 Elizabeth Castillo, current Environmental Health Executive Assistant into the vacant District III
 Administrative Coordinator position at a salary of \$46,959.15. D. Engineering Department/Road
 Yards: Discussion and possible approval to eliminate two Administrative Assistant positions
 (Range 30) and create one Administrative Assistant III position (Range 34). This will result in a
 savings of approximately \$24,000. Vote was unanimous.

Ferrin Crosby, County Engineer requested approval to add to the existing Inter-governmental Agreement to improve Route N-136 Lukachukai, between Apache County and Navajo Department of Transportation (Navajo DOT). Mr. Crosby stated this will be shown as Attachment E in the document. Navajo DOT in contributing \$185,300. **Mr. Shirley moved approval, seconded by Mr. Simshauser.** Vote was unanimous.

Jason Moore, Chief Deputy Assessor, requested approval to hire Denise Jones as the Systems Administrator (Range 48) at the salary of \$57,462.74. Mr. Moore stated this item has been budgeted for in FY21. **Mr. Simshauser moved approval, seconded by Mr. Shirley.** Vote was unanimous.

Mr. Patterson, on behalf of Superior Court, requested approval for the FY21 Fill the Gap Grant Application in the amount of \$39,258.00 Mr. Patterson stated these funds are generated from court fines and fees and set aside for necessary court operations within Apache County. **Mr. Shirley moved approval, seconded by Mr. Simshauser.** Vote was unanimous.

David Romero, Chief Deputy Treasurer, requested approval of a “Certificate of Removal and Abatement of Taxes” pursuant to A.R.S. §42-18351(1). Total taxes, penalties, and interest to be abated is \$471.73 for property account number P0580258. **Mr. Shirley moved approval seconded by Mr. Simshauser.** Vote was unanimous.

Brian Hounshell, Emergency Management Director, provided notification of public comment period for the revision of the Apache County Communities Wildfire Protection Plan (CWPP). All Apache County residents can submit input electronically or by mail between August 17 and October 17, 2020. No action was needed or taken.

Joe Young, Chief Deputy County Attorney, requested approval of Attorney General’s Office FY21 Victim’s Right Program Grant Agreement No. AG #2021-001, in the amount of \$19,700 with no match required. **Mr. Shirley moved approval, seconded by Mr. Simshauser.** Vote was unanimous.

Stephanie McCarthy, Human Resources Manager, requested following a possible executive session for legal advice pursuant to ARS 38-431.03(A)(3), discussion and possible approval of a settlement and mediation agreement with a former employee. **Mr. Shirley stated he didn’t see a need for an executive session and moved to approve the settlement, seconded by Mr. Simshauser.** Vote was unanimous.

There was no one wanting to address the Board during the call to the public.

Mr. Shirley moved to adjourn the meeting, seconded by Mr. Simshauser. Vote was unanimous.

Approved this 1st day of September 2020.

Alton Joe Shepherd
Chairman of the Board

ATTEST:

Ryan N. Patterson
Clerk of the Board

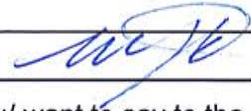
Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

Submitter's Name: (Individual, Organization, or County Department)

District 3

Date/Signature: 7/27/2020



Describe in detail what you/ want to say to the Board and what action you want the Board to take: /

Request review and possible adoption of the Fallen Firefighters Resolution, observing October 3, 2020 in recognition of the patriotic service and dedicated efforts of fire and emergency services personnel.

//BOS Meeting Date Requested September 1, 2020

PRE-AGENDA ITEM REVIEW

Legal Review: __

Signature

Finance Review: __

Signature /

Human Resources Review: __

Signature

Other Review: __

Signature

Reviews completed, item approved for Agenda.

Board Clerk's Initials

JOE SHIRLEY, JR.
VICE CHAIRMAN OF THE BOARD
DISTRICT I
P.O. Box 1952, Chinle, AZ 86503

ALTON JOE SHEPHERD
CHAIRMAN OF THE BOARD
DISTRICT II
P.O. Box 994, Ganado, AZ 86505

TRAVIS SIMSHAUSER
MEMBER OF THE BOARD
DISTRICT III
P.O. Box 428, St. Johns, AZ 85936

BOARD OF SUPERVISORS
OF APACHE COUNTY

P.O. BOX 428
ST. JOHNS, ARIZONA 85936

TELEPHONE: (928) 337-7503
FACSIMILE: (928) 337-2003



RYAN N. PATTERSON
MANAGER-CLERK
ST. JOHNS, AZ 85936

RESOLUTION NO. 2020-____
A RESOLUTION DECLARING RECOGNITION OF
FALLEN FIREFIGHTERS AND EMERGENCY SERVICES PERSONNEL

WHEREAS, the United States Congress and the President of the United States have designated the day of the annual National Fallen Firefighters Memorial Service as a day to honor firefighters and emergency services personnel who have sacrificed their lives to save others by lowering the American flag on all federal buildings to half-staff; and

WHEREAS, an average of 80 firefighters courageously make the ultimate sacrifice in the line of duty each year, including nineteen firefighters who lost their lives during the Yarnell Hill Fire in Arizona on June 30, 2013; and

WHEREAS, the events of September 11, 2001, brought national attention to the duties, responsibilities, hazards, and sacrifices faced by fire and emergency services personnel on a daily basis; and

WHEREAS, the Rodeo-Chediski, Wallow, Cedar Creek, Rattlesnake, and Whiting Knoll Fires brought awareness of the local sacrifices, hazards, duties, responsibilities that we as a community face and those faced by emergency responders; and

WHEREAS, firefighters and emergency services personnel are at a higher risk for chronic heart problems and respiratory issues. Today they are in a higher risk group during this COVID-19 pandemic; and

WHEREAS, firefighters and emergency services personnel play an essential role in the protection of lives and property in our local community; and

WHEREAS, the National Memorial Service marks the beginning of the annual Fire Prevention Week observance; and

WHEREAS, it is of major importance that we increase our efforts to reduce deaths, injuries, and property losses from fire.

BE IT THEREFORE RESOLVED, that the Board of Supervisors of Apache County, Arizona, now calls upon all citizens of Apache County and upon all patriotic, civic, and educational organizations in Apache County to observe the first Saturday in October, October 3, 2020, in recognition of the patriotic service and dedicated efforts of our fire and emergency services personnel by lowering American flags on all buildings to half-staff. The Board encourages appropriate services and ceremonies in which all citizens may participate to honor fire and emergency services personnel, past and present, who, by their faithful and loyal devotion to duties, have rendered invaluable service to our community and its citizens.

BE IT THEREFORE RESOLVED, that the Board of Supervisors of Apache County, further calls upon citizens of Apache County to remember all fire and emergency personnel who have made the ultimate sacrifice in service to their community and to pay respect to the survivors of our fallen heroes.

Adopted this 1st day of September 2020.

Alton Joe Shepherd
Chairman of the Board

ATTEST:

Ryan N. Patterson
Clerk of the Board

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

Submitter's Name: (Individual, Organization, or County Department)

Community Development

Date/Signature: 8/20/20 [Signature]

Describe in detail what you want to say to the Board and what action you want the Board to take:

Request approval of a Professional Services Agreement with Stantec Consulting Services, Inc. to assist the county in applying for an EPA Community-wide Assessment Brownfields Grant, and to administer the grant if we are successful in getting it.

BOS Meeting Date Requested September 1, 2020

PRE-AGENDA ITEM REVIEW

Legal Review:

Signature [Signature]

Finance Review:

Signature

Human Resources Review:

Signature

Other Review:

Signature

Reviews completed, item approved for Agenda.

Board Clerk's Initials

MEMORANDUM TO THE BOARD OF SUPERVISORS

Date: August 20, 2020

From: Devin Brown, Community Development Director

Re: Contract to apply for and administer an EPA Brownfields grant

The Environmental Protection Agency provides "Brownfields" grants to local governments to clean up properties that were contaminated in the past but are now abandoned or dilapidated. One common use of these grants is cleaning the ground beneath abandoned gas stations.

One of the largest categories of brownfields grants is the Assessment Coalition Grant that provides up to \$600,000 to a coalition of local governments. Applying for and administering these grants requires specialized knowledge that the county does not have in-house.

So in 2019, we advertised and accepting sealed bids from engineering firms willing to help the county apply for this Assessment Coalition Grant, and help administer the grant if we get it. The winning bidder was Stantec Consulting Services Inc.

Stantec has been extremely successful in obtaining these grants for other coalitions around the country, including for Navajo and Coconino counties. Their business model is to help coalitions apply for the grant at no cost up front. Then, if the coalition is successful in obtaining the grant funds, Stantec is paid to administer the grant. If they are unsuccessful in obtaining the grant, Stantec does not get paid.

Furthermore, applying for this grant as a coalition is helpful because the EPA is much more willing give grants to a coalition across a region than to a single local government. Apache County would be the lead agency in the coalition, and the other members would include Eagar, Springerville, Pinetop-Lakeside, and Holbrook.

Stantec has already provided many hours of work for the county and has been professional and great to work with.

We recommend approval of this contract.

This Agreement is made and entered into effective December 1, 2019 (the "Agreement Date") by and between:

"Client"

Name: Apache County
Address: P.O. Box 238 St. Johns, Arizona 85936
Phone: 928-337-7547
Representative: Devin Brown, Community Development Director Email: devbrown@co.apache.az.us

"Stantec"

Name: Stantec Consulting Services Inc.
Address: 3133 West Frye Road, Suite 300
Phone: 480-687-6147
Representative: Dave Laney, Principal Email: dave.laney@stantec.com

Project Name (the "Project"):

EPA Community Wide Assessment Brownfields Grant

DESCRIPTION OF WORK: Stantec shall render the services described in Attachment "A" (hereinafter called the "Services") in accordance with this Agreement. Stantec may, at its discretion and at any stage, engage subconsultants to perform all or any part of the Services. The Client and Stantec by written amendment to this Agreement may from time to time make changes to the Services. All changed work shall be carried out under this Agreement. The time for completion of the Services shall be adjusted accordingly.

DESCRIPTION OF CLIENT: The Client confirms and agrees that the Client has authority to enter into this Agreement on its own behalf and on behalf of all parties related to the Client who may have an interest in the Project.

COMPENSATION: Charges for the Services rendered will be made in accordance with the Contract Price indicated in Attachment "A", or, if no Contract Price is indicated, in accordance with Stantec's Schedule of Fees and Disbursements in effect from time to time as the Services are rendered.

Invoices shall be paid by the Client in the currency of the jurisdiction in which the Services are provided without deduction or setoff upon receipt. Failure to make any payment when due is a material breach of this Agreement and will entitle Stantec, at its option, to suspend or terminate this Agreement and the provision of the Services. Interest will accrue on accounts overdue by 30 days at the lesser of 1.5 percent per month (18 percent per annum) or the maximum legal rate of interest.

REPRESENTATIVES: Each party shall designate in the space provided above a representative who is authorized to act on behalf of that party and receive notices under this Agreement. Such representatives have complete authority to act on behalf of their principals in respect to all matters arising under this Agreement.

NOTICES: All notices, consents, and approvals required to be given hereunder shall be in writing and shall be given to the representatives of each party. All notices required by this Agreement to be given by either party shall be deemed to be properly given and received within two (2) business days if made in writing to the other party by certified mail or email, addressed to the regular business address of such party as identified above.

CLIENT'S RESPONSIBILITIES: The Client shall provide to Stantec in writing, the Client's total requirements in connection with the Project, including the Project budget and time constraints. The Client shall make available to Stantec all relevant information or data pertinent to the Project which is required by Stantec to perform the Services. Stantec shall be entitled to rely upon the accuracy and completeness of all information and data furnished by the Client, including information and data originating with other consultants employed by the Client whether such consultants are engaged at the request of Stantec or otherwise. Where such information or data originates either with the Client or its consultants then Stantec shall not be responsible to the Client for the consequences of any error or omission contained therein.

When required by Stantec, the Client shall engage specialist consultants directly to perform items of work necessary to enable Stantec to carry out the Services. Whether arranged by the Client or Stantec, these services shall be deemed to be provided under direct contracts to the Client unless expressly provided otherwise.

The Client shall give prompt consideration to all documentation related to the Project prepared by Stantec and whenever prompt action is necessary shall inform Stantec of Client's decisions in such reasonable time so as not to delay the schedule for providing the Services.

When applicable, the Client shall arrange and make provision for Stantec's entry to the Project site as well as other public and private property as necessary for Stantec to perform the Services. The Client shall obtain any required approvals, licenses and permits from governmental or other authorities having jurisdiction over the Project so as not to delay Stantec in the performance of the Services.

STANTEC'S RESPONSIBILITIES: Stantec shall furnish the necessary qualified personnel to provide the Services. Stantec represents that it has access to the experience and capability necessary to and agrees to perform the Services with the reasonable skill and diligence required by customarily accepted professional practices and procedures normally provided in the performance of the Services at the time when and the location in which the Services were performed. This undertaking does not imply or guarantee a perfect Project and in the event of failure or partial failure of the product or the Services, Stantec will be liable only for its failure to exercise diligence, reasonable care and professional skill. This standard of care is the sole and exclusive standard of care that will be applied to measure Stantec's performance. There are no other representations or warranties expressed or implied made by Stantec. In particular, but not by way of limitation, no implied warranty of merchantability or fitness for a particular purpose shall apply to the Services provided by Stantec nor shall Stantec warrant or guarantee economic, market or financial conditions, proforma projections, schedules for public agency approvals, or other factors beyond Stantec's reasonable control. Stantec does not warrant the Services to any third party and the Client shall indemnify and hold harmless Stantec from any demands, claims, suits or actions of third parties arising out of Stantec's performance of the Services.

In performing the Services under this Agreement, Stantec shall operate as and have the status of an independent contractor and shall not act as, or be an employee of the Client.

TERMINATION: Either Stantec or the Client may terminate this Agreement without cause upon thirty (30) days' notice in writing. If either party breaches this Agreement, the non-defaulting party may terminate this Agreement after giving seven (7) days' notice to remedy the breach. On termination of this Agreement, the Client shall forthwith pay Stantec for the Services performed to the date of termination. Non-payment by the Client of Stantec's invoices within 30 days of Stantec rendering same is agreed to constitute a material breach of this Agreement and, upon written notice as prescribed above, the duties, obligations and responsibilities of Stantec are terminated.

SUSPENSION OF SERVICES: If the project is suspended for more than thirty (30) calendar days in the aggregate, Stantec shall be compensated for services performed and charges incurred prior to receipt of notice to suspend and, upon resumption, an equitable adjustment in fees to accommodate the resulting demobilization and remobilization costs. In addition, there shall be an equitable adjustment in the project schedule based on the delay caused by the suspension. If the Project is suspended for more than ninety (90) days, Stantec may, at its option, terminate this agreement upon giving notice in writing to the Client.

ENVIRONMENTAL: Except as specifically described in this Agreement, Stantec's field investigation, laboratory testing and engineering recommendations will not address or evaluate pollution of soil or pollution of groundwater.

BUILDING CODES, BYLAWS AND OTHER PUBLIC REGULATIONS: Stantec shall, to the best of its ability, interpret building codes, by-laws and other public regulations as they apply to the Project and as they are published at the time Services commence. Furthermore, Stantec shall observe and comply with all applicable laws, ordinances, codes and regulations of government agencies, including federal, state, provincial, municipal and local governing bodies having jurisdiction over the conduct of the Services ("LAWS"). However, it is expressly acknowledged and agreed by the Client that as the Project progresses such building codes, by-laws, other public regulations and LAWS may change or the interpretation of any public authority may differ from the interpretation of Stantec, through no fault of Stantec, and any extra costs necessary to conform to such changes or interpretations during or after execution of the Services will be paid by the Client.

Stantec shall continue to provide equal employment opportunity to all qualified persons and to recruit, hire, train, promote and compensate persons in all jobs without regard to race, color, religion, sex, age, disability or national origin or any other basis prohibited by applicable laws.

COST AND SCHEDULE OF CONSTRUCTION WORK: In providing opinions of probable cost and project schedule, it is recognized that neither the Client nor Stantec has control over the costs of labor, equipment or materials, or over the Contractor's methods of determining prices or time. The opinions of probable cost or project duration are based on Stantec's reasonable professional judgment and experience and do not constitute a warranty, express or implied, that the Contractors' bids, project schedules, or the negotiated price of the Work or schedule will not vary from the Client's budget or schedule or from any opinion of probable cost or project schedule prepared by Stantec. Exact costs and times will be determined only when bids have been received for the Project and when the construction work has been performed and payments finalized.

INDEMNITY: The Client releases Stantec from any liability and agrees to defend, indemnify and hold Stantec harmless from any and all claims, damages, losses, and/or expenses, direct and indirect, or consequential damages, including but not

limited to attorney's fees and charges and court and arbitration costs, arising out of, or claimed to arise out of, the performance of the Services, excepting liability arising from the negligence or willful misconduct of Stantec.

LIMITATION OF LIABILITY: It is agreed that the total amount of all claims (including any and all costs associated with such claims such as attorney and expert fees and interest) the Client may have against Stantec under this Agreement or arising from the performance or non-performance of the Services under any theory of law, including but not limited to claims for negligence, negligent misrepresentation and breach of contract, shall be strictly limited to the lesser of the fees paid to Stantec for the Services or \$500,000. No claim may be brought against Stantec in contract or tort more than two (2) years after the cause of action arose. As the Client's sole and exclusive remedy under this Agreement any claim, demand or suit shall be directed and/or asserted only against Stantec and not against any of Stantec's employees, officers or directors.

Stantec's liability with respect to any claims arising out of this Agreement shall be absolutely limited to direct damages arising out of the Services and Stantec shall bear no liability whatsoever for any consequential loss, injury or damage incurred by the Client, including but not limited to claims for loss of use, loss of profits and loss of markets.

Liability of Stantec shall be further limited to such sum as it would be just and equitable for Stantec to pay having regard to the extent of its responsibility for the loss or damage suffered and on the assumptions that all other consultants and all contractors and sub-contractors shall have provided contractual undertakings on terms no less onerous than those set out in this Agreement to the Client in respect of the carrying out of their obligations and have paid to the Client such proportion of the loss and damage which it would be just and equitable for them to pay having regard to the extent of their responsibility.

DOCUMENTS: All documents prepared by Stantec or on behalf of Stantec in connection with the Project are instruments of service for the execution of the Project. Stantec retains the property and copyright in these documents, whether the Project is executed or not. Payment to Stantec of the compensation prescribed in this Agreement shall be a condition precedent to the Client's right to use documentation prepared by Stantec. These documents may not be used for any other purpose without the prior written agreement of Stantec. The Client shall have a permanent non-exclusive, royalty-free license to use any concept, product or process which is patentable or capable of trademark, produced by or resulting from the Services rendered by Stantec in connection with the Project, for the life of the Project. The Client shall not use, infringe upon or appropriate such concepts, products or processes without the express written agreement of Stantec. In the event Stantec's documents are subsequently reused or modified in any material respect without the prior consent of Stantec, the Client agrees to indemnify Stantec from any claims advanced on account of said reuse or modification.

Any document produced by Stantec in relation to the Services is intended for the sole use of Client. The documents may not be relied upon by any other party without the express written consent of Stantec, which may be withheld at Stantec's discretion. Any such consent will provide no greater rights to the third party than those held by the Client under the contract, and will only be authorized pursuant to the conditions of Stantec's standard form reliance letter.

Stantec cannot guarantee the authenticity, integrity or completeness of data files supplied in electronic format ("Electronic Files"). Client shall release, indemnify and hold Stantec, its officers, employees, consultants and agents harmless from any claims or damages arising from the use of Electronic Files. Electronic files will not contain stamps or seals, remain the property of Stantec, are not to be used for any purpose other than that for which they were transmitted, and are not to be retransmitted to a third party without Stantec's written consent.

PROJECT PROMOTION: Where the Client has control or influence over construction signage, press releases and/or other promotional information identifying the project ("Project Promotion"), the Client agrees to include Stantec in such Project Promotion.

FORCE MAJEURE: Any default in the performance of this Agreement caused by any of the following events and without fault or negligence on the part of the defaulting party shall not constitute a breach of contract: labor strikes, riots, war, acts of governmental authorities, unusually severe weather conditions or other natural catastrophe, or any other cause beyond the reasonable control or contemplation of either party. Nothing herein relieves the Client of its obligation to pay Stantec for services rendered.

GOVERNING LAW: This Agreement shall be governed, construed and enforced in accordance with the laws of the jurisdiction in which the majority of the Services are performed.

DISPUTE RESOLUTION: If requested in writing by either the Client or Stantec, the Client and Stantec shall attempt to resolve any dispute between them arising out of or in connection with this Agreement by entering into structured non-binding negotiations with the assistance of a mediator on a without prejudice basis. The mediator shall be appointed by agreement of the parties. The Parties agree that any actions under this Agreement will be brought in the appropriate court in the jurisdiction of Governing Law, or elsewhere by mutual agreement. Nothing herein however prevents Stantec from any exercising statutory lien rights or remedies in accordance with legislation where the project site is located.

ATTORNEYS FEES: In the event of a dispute hereunder, the prevailing party is entitled to recover from the other party all costs incurred by the prevailing party in enforcing this Agreement and prosecuting the dispute, including reasonable attorney's and expert's fees, whether incurred through formal legal proceedings or otherwise.

ASSIGNMENT AND SUCCESSORS: The Client shall not, without the prior written consent of Stantec, assign the benefit or in any way transfer the obligations of this Agreement or any part hereof. This Agreement shall inure to the benefit of and be binding upon the parties hereto, and except as otherwise provided herein, upon their executors, administrators, successors, and assigns.

PROTECTION OF PRIVACY LAWS: The parties acknowledge that information relating to an identified or identifiable person ("Personal Information") may be exchanged in the course of this Project pursuant to this Agreement.

The party disclosing Personal Information (the "Disclosing Party") warrants that it has all necessary authorizations and approvals required to process and disclose the Personal Information and to enable the party receiving the Personal Information (the "Receiving Party") to process it in performing the Services. The Disclosing Party will provide the Receiving Party with written notice containing the details of what Personal Information will be provided.

The Receiving Party will comply with any reasonable instruction from the Disclosing Party in respect of such Personal Information and implement appropriate technical and organization measures to protect the Personal Information against unauthorized or unlawful processing and accidental loss, theft, use, disclosure, destruction and/or damage.

The Receiving Party shall be permitted, upon prior written consent of the Disclosing Party, to transfer Personal Information outside the jurisdiction if required for performance of the Services provided that such transfers are in accordance with relevant and applicable requirements under applicable legislation. The Receiving Party shall provide the Disclosing Party with full cooperation and assistance in meeting its obligations under applicable privacy legislation, including in relation to the security of processing, the notification of Personal Information breaches, the notification of requests from individuals and Personal Information protection impact assessments.

On termination of this Agreement, the Receiving Party shall cease processing Personal Information and shall delete and destruct or return to the Disclosing Party (as the Disclosing Party may require) all Personal Information held or processed by the Receiving Party on the Disclosing Party's behalf. It is understood however, that the Receiving Party may need to keep a copy of all Personal Information for legal purposes and therefore it will continue to take reasonable steps to protect the Personal Information as outlined herein and will proceed with the destruction of the Personal Information within a reasonable period of time if there is no longer any legal justification to keep the Personal Information.

Nothing herein relieves either party from their responsibilities for compliance with applicable privacy legislation.

ENTIRE AGREEMENT: This Agreement constitutes the sole and entire agreement between the Client and Stantec relating to the Project and supersedes all prior agreements between them, whether written or oral respecting the subject matter hereof and no other terms, conditions or warranties, whether express or implied, shall form a part hereof. This Agreement may be amended only by written instrument signed by both the Client and Stantec. All attachments referred to in this Agreement are incorporated herein by this reference; however, in the event of any conflict between attachments and the terms and conditions of this Agreement, the terms and conditions of this Agreement shall take precedence.

SEVERABILITY: If any term, condition or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall be binding on the Client and Stantec.

CONTRA PROFERENTEM: The parties agree that in the event this Agreement is subject to interpretation or construction by a third party, such third party shall not construe this Agreement or any part of it against either party as the drafter of this Agreement.

THE PARTIES EXPRESSLY ACKNOWLEDGE THAT THIS AGREEMENT CONTAINS LIMITATION OF LIABILITY PROVISIONS RESTRICTING RIGHTS FOR THE RECOVERY OF DAMAGES.

The Parties, intending to be legally bound, have made, accepted and executed this Agreement as of the Agreement Date noted above.

Apache County

Stantec Consulting Services Inc.

Alton J. Shepard, Chairman of the Board of Supervisors

David Laney, Principal

Signature _____

Signature _____



PROFESSIONAL SERVICES AGREEMENT
ATTACHMENT "A"

Attached to and forming part of the Agreement BETWEEN:

Apache County
(hereinafter called the "Client")
- and -
Stantec Consulting Services Inc.
(hereinafter called "Stantec")

EFFECTIVE: December 1, 2019

This Attachment details the Services, Contract Time, Contract Price, Additional Conditions and Additional Attachments forming part of the above described Agreement.

SERVICES: Stantec shall perform the following Services:

As detailed in STANTEC'S proposal dated October 15, 2019 (provided as "Exhibit A"), the project shall have two phases:

Phase 1 - EPA Brownfield Grant Application Services: Stantec prepared a single application for hazardous and petroleum substance brownfield assessment funding as a part of the FY2019 EPA Brownfield Assessment Grant Competition. The successful grant application (to be submitted December 3, 2019) will be prepared at no cost to the CLIENT.

Stantec will assist the CLIENT with pre-award tasks and administrative requirements to initiate the grant processes with EPA, including establishing a Cooperative Agreement (CA) Work Plan and related materials for EPA approval. Pre-award tasks are expected to commenced upon notification of funding award from EPA in June 2020 and will be completed at no cost to the CLIENT.

Phase 2 - EPA Brownfield Grant Implementation Services: Stantec will provide grant implementation services to the CLIENT in accordance with the scope of work and budget established in the CA Work Plan approved by EPA.

CONTRACT TIME: Commencement Date: October 22, 2019
Estimated Completion Date: December 31, 2022

CONTRACT PRICE: Subject to the terms below, Client will compensate Stantec as follows:

Phase 1 - EPA Brownfield Grant Application Services: Per STANTEC'S proposal ("Exhibit A"), preparation of the grant application and CA Work Plan for the EPA Brownfield Grants were completed at no cost the CLIENT.

Phase 2 - EPA Brownfield Grant implementation Services: Compensation for implementation of the successful EPA Brownfield Grants will be on a time and materials basis per the rate schedule provided in STANTEC'S proposal ("Exhibit A"). STANTEC's cumulative billings to the CLIENT shall not exceed the amount budgeted for contractual services in the CA Work Plan approved by EPA (to be added to this document at the time of approval as ("Exhibit B").

STANTEC fees to cover miscellaneous project expenses (e.g. printing, copying and plots, film, CDs and/or report materials); office expenses (e.g. postage, couriers, equipment, and/or other supplies); staff mileage and travel expenses; and archive maintenance will be billed at cost.

Where not stated as being included in the fees, project specific subconsultant, contractor, lab and other similar third party charges will be charged as invoiced to STANTEC with a ten percent (10%) markup.

Where the SERVICES or services conditions change, STANTEC shall submit to the CLIENT in a timely manner, documentation of the revisions to Attachment "A" adjusting the Contract Services Time and Price as required.

Unless otherwise specified, charges for SERVICES are based on STANTEC's hourly billing rate table ("Price Proposal"), attached hereto. The rates in the Price Proposal are subject to escalation from time to time. At a minimum, effective each January 1 during the term of this Agreement, STANTEC's charges for SERVICES shall escalate by either (a) the most current Consumer Price Index year over year percentage increase, not seasonally adjusted, for the preceding July, all items, as published by Statistics Canada (for Projects in Canada) plus 1.0%, or (b) the most current Consumer Price Index for All Urban Consumers (CPI-U) year over year percentage increase, not seasonally adjusted, for the preceding July, as published by the U.S. Bureau of Labor Statistics plus 1.0% (for all other projects).

An eight percent (8%) flat rate disbursement (FRD) recovery charge will be applied to the Stantec fees to cover miscellaneous project expenses, internal incidental printing, copying and plots, film, CDs and report materials; communications expenses (e.g., faxes, office and mobile phones, blackberries, pagers, and other devices); office expenses (e.g., postage, couriers, equipment, common software and other supplies); staff local mileage/kilometrage; and archive maintenance. As this is a FRD, no supporting document will be provided with invoices.

Project specific charges, such as subconsultants; travel, accommodations and meals; project-specific printing of deliverables; consumables; usage charges for specialized field equipment and company-owned, leased or rented project vehicles; external testing lab charges and other external services charges; specialized computer software costs; and other significant project-specific expenses will be invoiced in addition to labor fees and to the FRD.

Where not stated as being included in the fees, project specific subconsultant, contractor, lab and other similar third party charges will be charged as invoiced to Stantec with a ten percent (10%) markup.

Unless otherwise noted, the fees in this agreement do not include any value added, sales, or other taxes that may be applied by Government on fees for services. Such taxes will be added to all invoices as required.

Where the Services or services conditions change, Stantec shall submit to the Client in a timely manner, documentation of the revisions to Attachment "A" adjusting the Contract Services Time and Price as required.

**ADDITIONAL
CONDITIONS:**

The following additional conditions shall be read in conjunction with and constitute part of this Agreement:

No additional conditions.

**ADDITIONAL
ATTACHMENTS:**

The following additional attachments shall be read in conjunction with and constitute part of this Agreement:

Exhibit A - Stantec proposal for EPA Brownfield Grant Application and Implementation Assistance (Rate Schedule is included as Appendix B of the proposal)

Exhibit B - Cooperative Agreement Work Plan (when approved by EPA)

Before any services are provided under this agreement, STANTEC shall procure, and maintain in effect during the term of this agreement, insurance coverage in amounts and on terms not less than set forth below.

General Liability: Commercial general liability insurance for personal and bodily injury, including death, and property damage in the amount of \$1,000,000 each occurrence and not less than \$2,000,000 in the aggregate.

Automobile Liability: Automobile liability insurance for bodily injury, including death, and property damage in the amount of \$1,000,000 each occurrence.

Professional Liability: Professional liability insurance for damages incurred by reason of any negligent act, error or omission committed or alleged to have been committed by Stantec in the amount of \$1,000,000 per claim and in the aggregate.

Workers' Compensation: As prescribed by applicable law.

Certificates: Upon request, STANTECSTANTECSTANTEC shall provide certificates of insurance evidencing coverage required above. Each certificate shall provide that the coverage therein afforded shall not be cancelled except with thirty (30) days prior written notice to the CLIENT.

**INSURANCE
REQUIREMENTS:**

Before any services are provided under this agreement, Stantec shall procure, and maintain insurance coverage during the term of this agreement.

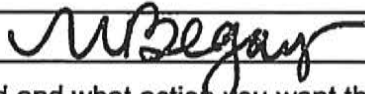
Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

12/23/2015

Submitter's Name: (Individual, Organization, or County Department)

Apache County Treasurer

Date/Signature: 8/20/2020



Describe in detail what you want to say to the Board and what action you want the Board to take:

Treasurer's Office: Discussion and possible approval of a "Certificate of Removal and Abatement of Taxes" pursuant to ARS 42-18351(2). Total taxes, penalties, and interest to be abated in the amount of \$43.06 for property account number R0051847.

BOS Meeting Date Requested September 1, 2020

PRE-AGENDA ITEM REVIEW

Legal Review:

Signature

Finance Review:

Signature

Human Resources Review:

Signature

Other Review:

Signature

Reviews completed, item approved for Agenda.

Board Clerk's Initials



Apache County Treasurer
Certificate of Removal and Abatement

September 1, 2020

AB # ACCOUNT # PARCEL # OWNER
317 R0051847 211-28-004 UNITED STATES OF AMERICA

LEGAL DESCRIPTION
Section: 31 Township: 18N Range: 24E

TAX YEAR(S) TAX INTEREST PENALTY TOTAL ARS
2017 \$ 26.38 \$ 6.68 \$ 10.00 \$ 43.06 42-18351(2)

Sub-Total of Personal Property	\$	26.38	\$	6.68	\$	10.00	\$	43.06
Total	\$	26.38	\$	6.68	\$	10.00	\$	43.06

Supervisor Alton Joe Shepherd
Board Chairman

Date

Elexus Ollerton

From: Sandi Braswell <Sandi.Braswell@pioneertitleagency.com>
Sent: Thursday, August 13, 2020 10:45 AM
To: Elexus Ollerton
Cc: Pederson, Brian; Melissa Hartman
Subject: 71801148 / Parcel 211-28-004 / Tax Lien
Attachments: SKM_458e20081310440.pdf

This message was sent securely using Zix

Alexis, Apache County Treasurer:

Attached is the Instruction Letter and recorded Deed that would have come with the Tax Check we sent in the amount of \$147.38 for 2017 taxes from 1-1-17 to 9-18-17.

Per the US Department of Interior, we are only to pay the taxes for the time of the year that they did not own the property. As soon as they acquire the property, taxes were to be exempt.

Please remove tax lien as soon as possible. I have included Brian Pederson on this email. He is the Representative for the United States Department of the Interior.

Let us know as soon as possible, when this is resolved.

Sandi Braswell
Senior Escrow Officer
Pioneer Title Agency, Inc.
240 S. White Mountain Road
Show Low, AZ 85901
Telephone 928 537-4222
Fax 866 433-8882
Sandi.Braswell@ptaaz.com

Please CC Melissa.Hartman@ptaaz.com



Please note: Our office is by appointment only and a mask is required to enter. Please call to discuss your options.



We appreciate each of you helping us keep our team, families, customers and communities healthy.
Be kind to those around you, wash your hands and practice social distancing.



United States Department of the Interior



NATIONAL PARK SERVICE
Intermountain Region
LAND RESOURCES PROGRAM CENTER
12795 West Alameda Parkway
Lakewood, CO 80228

IN REPLY REFER TO:
L1425(IMLR)
PEFO/02-124/02-515

Apache County Assessor Office
PO Box 770
St. Johns, Arizona 85936

Re: REQUEST FOR CANCELLATION OR ADJUSTMENT OF ASSESSMENT OF TAXES.

The undersigned requests the cancellation or adjustment as appropriate of taxes on the following described property:

Assessor's Parcel Number(s): 211-38-004

Former Owner(s): James Roy Stubblefield
2718 Heather Heights Ave.
Arcadia, CA 91006

Joseph Leland Feeney
202 Camillo Rd.
Sierra Madre, CA 91024

Legal Description: See EXHIBIT A attached hereto and made a part hereof.

- See recorded Deed attached

This request is made for the reason that title was conveyed to the United States of America on September 18, 2017, for purposes of addition to Petrified Forest National Park.

A copy of the recorded deed is enclosed.

Sincerely,

Stephen G. Muyskens
Chief Realty Officer

Enclosures

Prepared by and
To be returned to
National Park Service
Intermountain Region
Land Resources Program Center
P.O. Box 25287
Denver, CO 80225-0287

Petrified Forest National Park
02-124 & 02-515

71801148

WARRANTY DEED

EXEMPT FROM AFFIDAVIT OF
PROPERTY VALUE UNDER A.R.S.
SECTION 11-1134, A3.

JAMES STUBBLEFIELD, a married man as his sole and separate property, and JOSEPH FEENEY, a single man, together, GRANTOR, for and in consideration of the sum of TWENTY-EIGHT THOUSAND AND NO/100 DOLLARS (\$28,000.00), cash in hand paid to it by the UNITED STATES OF AMERICA, and its assigns, c/o National Park Service, Intermountain Region, Land Resources Program Center, P.O. Box 25287, Denver, CO 80225-0287, GRANTEE, and receipt of which is hereby acknowledged, has GRANTED, SOLD AND CONVEYED, and by these presents does hereby GRANT, SELL AND CONVEY unto the said GRANTEE, and unto its assigns forever, the following described lands lying in the County of Apache and State of Arizona, to-wit:

SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF

TOGETHER WITH all and singular the tenements, hereditaments, and appurtenances thereunto belonging, or in anywise appertaining and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof, and all the estate, title, claim or demand whatsoever of the GRANTOR.

TOGETHER WITH the buildings and improvements thereon and all rights and appurtenances thereto.

SUBJECT TO: (1) Existing easements of record for public roads and highways, public utilities, railroads, pipelines, ditches, and canals; (2) Any oil, gas or mineral rights of record reserved to or outstanding in third parties.

TO HAVE AND TO HOLD the above-described premises, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the said GRANTEE, and unto its assigns forever; and GRANTOR does hereby bind itself, its successors and assigns, to WARRANT AND FOREVER DEFEND all and singular the said premises unto the said GRANTEE, and unto its assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

Joseph Feeney
Joseph Feeney

State of CALIFORNIA)
) ss.
County of LOS ANGELES)

Before me, the undersigned authority, on this day personally appeared Joseph Feeney known to me to be the person whose names is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein.

Given under my hand and seal on this 11TH day of SEPTEMBER, 2017.

My Commission Expires:
SEPT. 27, 2020

(Seal)

Notary Public

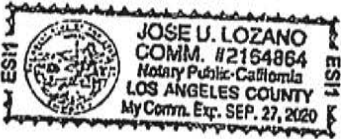


EXHIBIT A

PETRIFIED FOREST NATIONAL PARK

Area: ±160.00 acres

Date: January 4, 2016

Interest to be acquired: Fee

Tracts 02-124 & 02-515

Situated in the County of Apache, State of Arizona, Township 18 North, Range 24 East of the Gila and Salt River Base and Meridian, being more particularly described as follows:

Sec. 31, SE1/4, containing an area of 160.00 acres, more or less.

Refer to Tract 02-124 for surface estate.

Refer to Tract 02-515 for mineral interests.


Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

Submitter's Name: (Individual, Organization, or County Department)

R. Barry Williams

Date/Signature: 08/24/2020



Describe in detail what you want to say to the Board and what action you want the Board to take:

Superintendent of Schools Department: Request approval to cancel the school districts elections and appoint the persons who filed the required paperwork to fill the positions for the following districts: St. Johns Unified School District #1 "two" 4-year terms, Alpine Elementary Dist#7 "one" 4-year term, Vernon Elementary Dist#9 "three" 4-year terms, Sanders Unified School Dist#18 "two" 4-year terms, Chinle Unified School District #24 "three" 4-year terms, Red Mesa Unified School Dist#27 "three" 4-year terms and "one" 2-year term, NAVIT CTED #35-St. Johns "one" 4-year term and NAVIT CTED #35-Round Valley "one" 4-year term, N.A.T.I.V.E. CTED Dist#36-Ganado "one" 4 year term, and N.A.T.I.V.E. CTED Dist#36-Window Rock "one" 4 year term
BOS Meeting Date Requested 09/01/2020

PRE-AGENDA ITEM REVIEW

Legal Review: _____

Signature _____

Finance Review: _____

Signature _____

Human Resources Review: _____

Signature _____

Other Review: _____

Signature _____

Reviews completed, item approved for Agenda. Board Clerk's Initials _____



Apache County
Superintendent of Schools
P.O. Box 548, St. Johns, Arizona 85936
Telephone: (928) 337-7539
Fax: (928) 337-2033

R. Barry Williams
Superintendent
Jill Hoover
Chief Deputy

August 24, 2020

The Honorable Board of Supervisors
Apache County
75 West Cleveland Street
St. Johns, Arizona 85936

Dear Members of the Board,

In accordance with A.R.S. §15-424, I respectfully request the Apache County Board of Supervisors cancel the following school district elections and appoint those qualified governing board candidates that appear below.

<u>School District</u>	<u>Seats</u>	<u>Term</u>	<u>Candidates</u>
St. Johns USD #1	2	4 Year	Delos Bond Leslie Welker
Alpine ESD #7	1	4 Year	Travis Noth
Vernon ESD #9	3	4 Year	Irene M. Humphrey Deanna Hunt Dr. Robert Gutshall
Sanders USD #18	2	4 Year	Arnold Goodluck Lomardo Aseret
Chinle USD #24	3	4 Year	Shawna A. Claw Lucy E. Ayze Myron Tsosie
Red Mesa USD #27	3	4 Year	Minnie John Sarah Lee Ernest Harry Begay
	1	2 Year	Perry Tso
NAVIT CTED #35			
Service Area – St. Johns USD	1	4 Year	Larry Von Stradling
Service Area – Round Valley USD	1	4 Year	J. Scott Newby
N.A.T.I.V.E. CTED #36			
Service Area – Ganado USD	1	4 Year	Jeremy Curtis
Service Area – Window Rock USD	1	4 Year	Eugene Kirk

R. Barry Williams
Apache County School Superintendent

BOARD OF SUPERVISOR'S AGENDA ITEM REVIEW FORM

date/time stamp

Submitter's Name: (Individual, Organization, or County Department)

Angela Romero/Election Department

Date/Signature: 8/20/20 Angela C. Romero

Describe in detail what you want to say to the Board and what action you want the Board to take:

Election Department: Request approval to cancel the special district elections and appoint the persons who filed the required documents to fill the positions for the following districts: Alpine Fire District, Concho Fire District, Ganado Fire District, Greer Fire District, Puerco Fire District, Vernon Fire District, Northern Apache County Special Health Care District, Alpine Sanitary District, Little Colorado Sanitary District, Concho Wastewater Improvement District, Alpine Domestic Water Improvement District and Ojo Bonito Water District.

_____ BOS Meeting Date Requested 09/01/20

PRE-AGENDA ITEM REVIEW

Review Routing / /Legal / /Finance / /Purchasing / /Human Resource / /Other:_____

Legal Review: Submitted to Joe Young

Signature:_____

Finance Review:_____

Signature:_____

Purchasing Review:_____

Signature:_____

Human Resources Review:_____

Signature:_____

Other Review:_____

Signature:_____

Reviews completed, item approved for Agenda. Supervisor/Board Clerk's Initials_____

2020 SPECIAL DISTRICT ELECTIONS

Filed candidate documents with the Apache County Election Dept.

(Cancellation of election requested)

(Appointed by Board of Supervisors)

District	Seats Open	Candidate Name
Alpine Fire District	2	5 Member Board
	4 YR Term	Anthony Pellegrino
	4 YR Term	Tom White
Concho Fire District	3	5 Member Board
	4 YR Term	Kenneth Blackburn
	4 YR Term	Bonita Damron
	4 YR Term	Richard Warber
Ganado Fire District	2	5 Member Board
	4Yr Term	Margaret Etcitty
	4Yr Term	LaVerne Joe
Greer Fire District	3	5 Member Board
	4 YR Term	Leonard Smith
	4 YR Term	VACANT - No filing received
	4 YR Term	VACANT - No filing received
Puerco Fire District	3	5 Member Board
	4 YR Term	Darla Basamania
	4 YR Term	Antonia Wood
	4 YR Term	VACANT - No filing received
Vernon Fire District	2	5 Member Board
	4 YR Term	Paul Kovacic
	4 YR Term	VACANT - No filing received
Northern Apache County Sp Health Care Dist	2	5 Member Board
	4 YR Term	VACANT - No filing received
	4 YR Term	VACANT - No filing received
Alpine Sanitary District	2	5 Member Board
	4 YR Term	Bobby Nelson
	4 YR Term	VACANT - No filing received

2020 SPECIAL DISTRICT ELECTIONS - continued

District	Seats Open	Candidate Name
Little Colorado Sanitary District	2	5 Member Board
	4 YR Term	Mike Bragiel
	4 YR Term	Joseph "Mike" McCormick
Concho Wastewater Improvement Dist.	2	3 Member Board
	4 YR Term	VACANT - No filing received
	4 YR Term	VACANT - No filing received
Alpine Domestic Water Improv.	2	5 Member Board
	4 YR Term	James Hoopes
	4 YR Term	Dow Waite
Ojo Bonito Water District	3	5 Member Board
	4 YR Term	Bruce Bergstreser
	4 YR Term	Rick Segerstrom
	4 YR Term	Ray Wagstaff

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

Submitter's Name: (Individual, Organization, or County Department)

County Manager _____

Date/Signature: _____

Describe in detail what you want to say to the Board and what action you want the Board to take:

County Manager: Discussion and possible approval to participate in, and contribute to the Foundation for Little Colorado Revitalization. \$2500

BOS Meeting Date Requested 9/1/2020

PRE-AGENDA ITEM REVIEW

Legal Review: _____

Signature _____

Finance Review: _____

Signature _____

Human Resources Review: _____

Signature _____

Other Review: _____

Signature _____

Reviews completed, item approved for Agenda. Board Clerk's Initials _____

August 17, 2020

To: Apache County Board of Supervisors

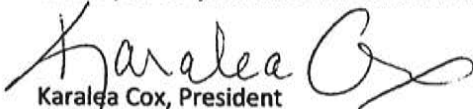
Re: Foundation for Little Colorado Revitalization – Small Business Revolving Loan Fund

The Foundation for Little Colorado Revitalization (FfLCR), a 501c3 registered in the State of Arizona, respectfully requests that the Apache County Board of Supervisors consider participating in and contributing to the FfLCR's Small Business Revolving Loan Fund. The FfLCR was awarded \$70,000 from the USDA – Rural Development's Rural Business Development Grant (RBDG) Program to form a small business revolving loan program to assist existing and potential small businesses in Apache County with expanding or starting a new business within the county. The Apache County Industrial Development Authority has committed to contributing an additional \$20,000 along with the Town of Eagar that has committed \$2,500. The FfLCR is seeking funding from the City of St Johns and the Town of Springerville as well.

This revolving loan program follows USDA's loan program guidelines and requirements, including their objectives in providing funding to minority-owned businesses. This funding is designed to reach businesses that are not served by normal lending institutions such as corporate banks, credit unions or CDFIs. Applications are reviewed by a local review committee consisting of local business owners and municipal representatives. All applicants meeting the minimum requirements of a credit check, a business plan that demonstrates the business's ability to repay the loan on the terms agreed to, and sufficient funding in the revolving loan account, will be submitted by the FfLCR to USDA for review before being funded. The FfLCR is an all-volunteer organization and all principal and interest will return to the revolving loan fund to continue to serve small businesses and increase the fund.

Knowing that small businesses are the backbone of any resilient economy, the primary objective of this Revolving Loan Fund is to support small local businesses and create jobs and provide goods and services for residents of our communities.

Thank you for your time and consideration,


Karalea Cox, President

Foundation for Little Colorado Revitalization

PO Box 1966

Eagar, AZ 85925

928-245-1998

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

Submitter's Name: (Individual, Organization, or County Department)

ENGINEERING

Dale Ham

Date/Signature 8/18/20

Describe in detail what you want to say to the Board and what action you want the Board to take: DISCUSSION AND POSSIBLE APPROVAL TO PURCHASE NEW DUMP TRUCK FOR DISTRICT III AT A COST OF \$172,272.92. TRUCK IS PRICED THRU SOURCEWELL COOPERATIVE GOVERNMENT & MUNICIPALITY PRICING PROGRAM. APACHE COUNTY MEMBERSHIP # 1057. FUNDS ARE FROM INSURANCE PROCEEDS (\$65,000) AND DISTRICT III CARRYOVER.

PRE-AGENDA ITEM REVIEW

Review Routing / /Legal / /Finance / /Purchasing / /Human Resource / /Other: _____

Legal Review: _____

Signature: _____

Finance Review: _____

Signature: *[Signature]*

Human Resources Review: _____

Signature: _____

Other Review: _____

Signature: _____

Reviews completed, item approved for Agenda. Supervisor/Board Clerk's Initials _____

Dale Hauser

From: Joe Young <JYoung@apachelaw.net>
Sent: Wednesday, August 19, 2020 1:24 PM
To: Dale Hauser
Subject: RE:

This is fine for the Board to consider

From: Dale Hauser [mailto:dhauser@co.apache.az.us]
Sent: Wednesday, August 19, 2020 12:24 PM
To: Joe Young <JYoung@apachelaw.net>
Subject:



NEW TRUCK ORDER

GREELEY, CO 80631
 112 13TH STREET
 1-970-353-9700

COLORADO KENWORTH, INC. ("Dealer")

doing business as: MHC KENWORTH - GREELEY

PURCHASER		ADDRESS					
Apache County		Po Box					
BUSINESS PHONE	OTHER PHONE	CITY	STATE	ZIP CODE	COUNTY	DATE	
928-245-3211		ST Johns AZ	AZ	85936	Apache	08/18/2020	
QUANTITY	YEAR	MAKE	MODEL	BODY TYPE	SALESPERSON		
1	2021	KW	T880	TRUCK/DUMP	HERBERT AABERG		
STOCK NUMBER	COLOR	TO BE DELIVERED ON OR ABOUT			FINANCIAL SOURCE		
0455795	WHITE	09/03/2020			Cash		
SERIAL NUMBERS	1NKZX4TX5MJ443391						
PRICE OF VEHICLE(s) INCLUDING FET					\$171,977.92		

2021 Kenworth T880 Dump Truck with Two extra pusher axles and a Colt 19 Foot Bed and Tarp Installed.
 Truck is priced thru Sourceweel Cooperative Government & Municipality and Pricing program
 Apache County Sourceweel Membership Number ID 1057

TRADE TERMS AGREEMENT APPLICABLE YES

NOTE: If vehicle(s) are not funded within 15 days of truck receipt date at the dealer, customer will be charged a per diem amount per unit until units are fully funded. Customer has 60 days from delivery date of the truck to return and have any add-ons listed on the sales order completed.

DESCRIPTION OF TRADE-IN OR TRADE ATTACHMENT		
YEAR	MAKE	MODEL
SERIAL NUMBER	MILEAGE	
BALANCE OWED TO	TRADE DIFFERENCE	
		SUBTOTAL
		BUSINESS TAX
		SALES TAX
		LOCAL TAX
		DOCUMENTATION FEE
		REGISTRATION FEES
		TOTAL DELIVERED PRICE
		LESS: TRADE-IN ALLOWANCE
		LESS: BALANCE OWED ON TRADE-IN
		TRADE-IN EQUITY
		LESS: CASH DEPOSIT SUBMITTED WITH ORDER
		\$172,272.92

PURCHASER'S CERTIFICATION	
<p>Purchaser and the person signing this Order on behalf of Purchaser hereby certify that:</p> <p>1. Purchaser and the person signing this Order on behalf of Purchaser have carefully reviewed the terms and conditions printed on the front and reverse side hereof, and agree to be bound thereby. The terms and conditions printed on the front and reverse side hereof represent the entire and integrated agreement between the parties relating to the purchase and sale of the Vehicle and cancels and supersedes prior negotiations, representations or agreements, either written or oral.</p> <p>2. Purchaser and the person signing this Order on behalf of Purchaser have Carefully reviewed this Order and fully understand that the Vehicle listed above will be equipped only with the optional equipment specifically listed on the face of this Order plus all standard equipment as designated by the manufacturer at the time of delivery.</p> <p>3. The person signing this Order on behalf of Purchaser is of legal age to execute binding contracts in this State. The person signing this Order on behalf of Purchaser has the authority and has been duly authorized to sign this Order on behalf of the Purchaser.</p>	
<p>CASH DUE ON DELIVERY (Includes above Taxes, but may not be inclusive of all Applicable Taxes)</p> <p>UNPAID BALANCE (Amount to be Separately Financed by Purchaser) Due in Cash on Delivery</p> <p style="text-align: center;">READ ALL PAGES OF THIS ORDER</p> <p>THE TERMS AND CONDITIONS ON PAGE 2 HEREOF ARE PART OF THIS ORDER.</p> <p>THIS ORDER IS NOT VALID UNLESS SIGNED BY AND ACCEPTED BY AN AUTHORIZED MANAGER OF DEALER.</p> <p>THE PRICE OF THIS VEHICLE DOES NOT INCLUDE ANY APPLICABLE TAXES, WHICH ARE THE RESPONSIBILITY OF PURCHASER AS SET FORTH ON ALL PAGES HEREOF.</p> <p>ANY TAXES DISPLAYED ON THIS TRUCK ORDER ARE ESTIMATED. ACTUAL TAXES, AS APPLICABLE, WILL BE INVOICED TO THE PURCHASER AT THE PREVAILING TAX RATES AVAILABLE AT TIME OF VEHICLE INVOICE.</p> <p>ANY DELIVERY DATES INDICATED ON THIS ORDER ARE ESTIMATES AND SUBJECT TO THE MANUFACTURERS' PRODUCTION SCHEDULE AND FINAL APPROVAL.</p>	

**THIS ORDER CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES
 TERMS AND CONDITIONS ON PAGE 2 HEREOF ARE PART OF THIS AGREEMENT**

SIGNED (AUTHORIZED REPRESENTATIVE OF PURCHASER) :	DATE	ACCEPTED BY DEALER	DATE

(33-137715-193925)

Customer Initials _____

CONTINUATION OF TERMS AND CONDITIONS CONSTITUTING A PART OF TRUCK ORDER

This Truck Order ("Order"), including the front of this Order and these terms and conditions, constitutes a contract for the purchase of the vehicle(s) or chassis ("Vehicle") listed and described on the front side hereof, between dealer identified on the front side hereof ("Dealer"), and the purchaser identified on the front side hereof ("Purchaser"). This Order is binding upon Dealer and Purchaser upon each party's execution on the front side hereof.

1. PRICE REVISION: The manufacturer of any new Vehicle ordered hereunder by Purchaser may change the price to Dealer of such Vehicle after the date of this Order. In the event of any such price change, prior to the delivery of any new vehicle to Purchaser, the Dealer shall have the right to change the price of the Vehicle described on the front side hereof by providing notice of such change to Purchaser. If Purchaser does not agree to pay the changed price of the Vehicle, Purchaser shall cancel this Order by providing Dealer with written notice of such cancellation within two (2) days of notice from Dealer of the change in the price of the Vehicle. If Purchaser fails to timely provide Dealer with such written notice, Purchaser shall be bound to pay the changed cash price of the Vehicle. In the event Purchaser cancels this Order pursuant to this Paragraph 1 and has traded a used vehicle as part of the consideration for a new Vehicle purchased by Purchaser, such traded-in vehicle shall be returned to Purchaser upon payment of a reasonable charge for storage and repairs (if any) or, if such traded-in vehicle has been previously sold by Dealer, the amount received therefore less a selling commission of 15% and any expense for storing, insuring, conditioning, or advertising such vehicle for sale shall be returned to Purchaser.

2. DEALER NOT AGENT OF MANUFACTURER: It is understood that there is no relationship of principal and agent between the Dealer and the manufacturer of the Vehicle and that the Dealer is not authorized to act, or attempt to act, or represent itself, directly or by implication, as agent of the manufacturer, or in any manner assume or create, or attempt to assume or create, any obligation on behalf of or in the name of the manufacturer. It is further understood that neither Dealer nor anyone acting on its behalf has made, or adopted from the manufacturer, any guarantee, representation or warranty regarding the residual, trade-in, repurchase or buyback value of the Vehicle (a "Repurchase Obligation"), and that any Repurchase Obligation is the sole and exclusive responsibility of the manufacturer. Purchaser hereby acknowledges, agrees, represents and warrants that Purchaser shall look solely to the manufacturer to perform or satisfy any Repurchase Obligation.

3. DISCLAIMER OF WARRANTY: General: References to a "new Vehicle" herein shall mean a motor vehicle that has not been previously registered in any state of the United States of America. References to a "used Vehicle" herein shall mean a motor vehicle which has been previously registered or which should have been registered in a state of the United States of America. PURCHASER HEREBY ACKNOWLEDGES THAT DEALER NOR ANYONE ACTING ON ITS BEHALF HAS MADE ANY AFFIRMATION OF FACT, REPRESENTATION OR PROMISE RELATING TO THE VEHICLE THAT HAS BECOME A BASIS OF THIS TRANSACTION OR WHICH CREATES AN EXPRESS WARRANTY. NO SAMPLE OR MODEL HAS BECOME A BASIS OF THIS TRANSACTION OR WHICH CREATES AN EXPRESS WARRANTY. TO THE FULLEST EXTENT PERMITTED BY LAW, DEALER DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, INFRINGEMENT, AND THOSE ARISING OUT OF COURSE OF PERFORMANCE OR DEALING OR USAGE OF TRADE OR ANY OTHER IMPLIED WARRANTY WITH RESPECT TO THE VEHICLE.

New Vehicles: There are NO WARRANTIES, express or implied, made by Dealer or the manufacturer, on any new vehicle described on the front of this Order, except for the manufacturer's warranty applicable to such new Vehicle contained in the separate manufacturer's warranty which will be furnished to Purchaser upon delivery of the new vehicle. Such separate manufacturer's warranty shall be expressly IN LIEU OF any other express or implied warranty, condition or guarantee on the new Vehicle or any part thereof. Purchaser hereby acknowledges and agrees that Dealer has not in any manner adopted the manufacturer's warranty as a warranty of the Dealer and Purchaser acknowledges, agrees, represents and warrants that Purchaser shall look solely to the manufacturer to perform or satisfy any obligation under the manufacturer's warranty. **Used Vehicles:** Dealer sells any used vehicle AS IS with all faults and defects, and the Dealer disclaims all warranties with respect to the Dealer in connection with the sale of any used Vehicle. If the Purchaser is assigned the remaining term of any manufacturer's warranty, Purchaser hereby acknowledges, agrees, represents and warrants that Dealer has not in any manner adopted the manufacturer's warranty as a warranty of Dealer, and Purchaser acknowledges, agrees, represents and warrants that Purchaser shall look solely to the manufacturer to perform or satisfy any obligation under the manufacturer's warranty. As between Purchaser and Dealer, the entire risk as to the quality and performance of any used Vehicle is assumed by Purchaser. As between Purchaser and Dealer, the Purchaser assumes the entire cost of service and repair and loss with respect to any used Vehicle found to be defective.

4. LIMITATION OF LIABILITY: DEALER WILL NOT BE LIABLE TO PURCHASER OR ANY OTHER PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR OTHER INDIRECT DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOST USE, LOST PROFITS, LOST SAVINGS OR OTHER COMMERCIAL OR ECONOMIC LOSS, EVEN IF DEALER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR THEY ARE FORESEEABLE OR FOR CLAIMS MADE BY A THIRD PARTY. IN NO EVENT SHALL DEALER'S TOTAL AGGREGATE LIABILITY TO PURCHASER OR ANY OTHER PARTY RELATING TO OR RESULTING FROM THE SALE, LICENSE OR USE OF A VEHICLE SUBJECT TO THIS ORDER OR THESE TERMS AND CONDITIONS EXCEED THE PURCHASE PRICE PAID FOR SUCH VEHICLE. THESE LIMITATIONS APPLY WHETHER THE LIABILITY IS BASED ON CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER THEORY AND WHETHER THE ALLEGED BREACH OR DEFAULT IS A BREACH OF A FUNDAMENTAL CONDITION OR TERM, OR A FUNDAMENTAL BREACH. THESE LIMITATIONS APPLY TO THE FULLEST EXTENT PERMITTED BY LAW.

5. TRADE-IN VEHICLE: If a vehicle has been traded in as a part of the consideration for the Vehicle ordered by Purchaser hereunder and such traded in vehicle is not delivered to Dealer until delivery to Purchaser of the Vehicle, such trade-in vehicle shall be reappraised as directed by Dealer and such reappraisal value shall determine the allowance made for such vehicle. If such reappraised value is lower than the original allowance therefore shown on the face of this Order, Purchaser may, cancel this Order by providing Dealer with written notice of such cancellation within two (2) days after the reappraisal or prior to delivery of the Vehicle ordered hereunder to Purchaser whichever is earlier. If Purchaser fails to timely provide said written notice of such cancellation, Purchaser shall be bound to the amount of the reappraisal and shall pay the changed cash portion of the price of the Vehicle. The condition of any trade-in vehicle shall strictly comply with and Purchaser shall strictly comply with any Trade/Purchase Terms and Conditions Agreement signed by Purchaser ("Trade Terms Agreement"). If the condition of any trade-in vehicle is not strictly in compliance with, or if Purchaser has not strictly complied with the Trade Terms Agreement, Dealer shall not be obligated to accept the trade-in vehicle and the allowance shown on the front side hereof shall be deleted and Purchaser shall not be entitled to such allowance and Purchaser shall pay the amount of the deleted allowance to Dealer in cash upon delivery of the Vehicle.

6. PURCHASER'S REPRESENTATIONS AND WARRANTIES: Purchaser hereby represents and warrants that: (a) the trade-in vehicle shall be delivered free and clear from any security interest or other lien or encumbrance of any third person (except as otherwise noted on the title and agreed to in writing by Dealer at the time of the execution of this Order); (b) Purchaser shall promptly deliver to Dealer a valid certificate of title to the trade-in vehicle; (c) Purchaser has full power, right and lawful authority to dispose of the trade-in

vehicle; (d) the trade-in vehicle does not have a cracked or defective head, block, power train, or frame (including supportive portion of the anybody); (e) the engine and transmission have not been changed from the manufacturer's original equipment specifications; and (f) while owned by Purchaser, the odometer of the trade-in vehicle has not been replaced, tampered with or otherwise altered in any way and Purchaser has no reason to believe the trade-in vehicle's current odometer reading, as represented on the front side hereof, does not reflect its actual mileage. Purchaser further represents and warrants that Purchaser will use the Vehicle exclusively for a commercial use.

7. FAILURE OR REFUSAL TO ACCEPT DELIVERY: Except as provided in Paragraphs 1 and 5 of this Order, Purchaser may not cancel this Order. In the event that Purchaser fails or refuses to complete the purchase of the Vehicle, Purchaser shall pay Dealer, as liquidated damages and not as a penalty, the greater of the following: (a) twenty-five percent (25%) of the Total Delivered Price of the Vehicle, or (b) the cash deposit set forth on the front of this Order ("Liquidated Damages"). Dealer may apply any cash deposit made by Purchaser towards the Liquidated Damages. Further, in the event Purchaser has delivered to Dealer a trade-in vehicle as part of the consideration for the Vehicle, Dealer is authorized to sell such trade-in vehicle and Dealer may retain the proceeds thereof to satisfy the Liquidated Damages. Purchaser acknowledges that the Liquidated Damages are reasonable in light of the anticipated or actual harm caused by Purchaser's failure to complete the purchase. Purchaser further acknowledges that the Liquidated Damages do not constitute a penalty, but instead represent the parties' best estimate of the resulting damages given that the precise damages of Dealer are difficult to calculate.

8. TAXES: Unless otherwise agreed to in a writing signed by Purchaser and Dealer, Purchaser shall be solely responsible for the payment of all sales, use, consumer and other taxes arising out of this Order mandated by any applicable federal, state and local laws, codes, ordinances, rules and regulations, whether currently in effect, scheduled to go in effect, or subsequently enacted, including but not limited to, any increases in such taxes taking effect after the date of this Order. Purchaser shall be solely responsible for the cost and fees for all licenses, registrations and titles associated with the sale of the Vehicle.

9. FAILURE OR DELAY OF DELIVERY; FORCE MAJEURE: Dealer shall not be liable for failure to deliver or delay in delivery of the Vehicle where such failure to deliver or delay is due, in whole or in part, to any cause other than the gross negligence of Dealer. Further, Dealer will not have any liability for any breach caused by extreme weather or other act of God, strike or other labor shortage or disturbance, fire, accident, war, terrorist act or civil disturbance, delay of carriers, failure of normal sources of supply, act of government or any other cause beyond the reasonable control of Dealer.

10. NOTICES: It shall be a condition precedent to any liability of Dealer, whether in contract, tort, or otherwise, arising out of this Order or any other dealings between the parties that Purchaser provide written notice to Dealer of any claim, controversy, or alleged breach of this Order within ten (10) days of the event or occurrence giving rise to such claim, controversy or alleged breach and that Purchaser provide Dealer within a reasonable opportunity to cure the problems or issues giving rise to such claim, controversy or alleged breach of this Order. Notwithstanding the foregoing, Purchaser must provide Dealer with notice of any claim, controversy, or alleged breach of this Order and demand for arbitration within twelve months of discovery or accrual of the same, whichever occurs first. It is understood and agreed by the parties that the foregoing provision is both a condition precedent to the right to take such action, and a contractual modification to the statute of limitations for all actions, whether in contract, tort or otherwise, and failure to comply with this condition precedent and contractual statute of limitations shall be an absolute bar to recovery for any problems, issues, rights, claims or causes of action not specifically pled within the twelve month period. Whenever this Order requires that notice be provided to the other party, notice shall be deemed to have been validly given (i) if delivered in person to the party entitled to receive such notice, (ii) two (2) days after being sent by registered or certified mail, postage prepaid to the address indicated on the front side of this Order, or (iii) one (1) day after being sent via overnight mail through a respectable overnight delivery company.

11. ARBITRATION: Any controversy or claim arising out of or relating to this Order shall be decided by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, subject to the limitations and restrictions set forth in this Paragraph 11. A demand for arbitration shall be made within a reasonable time after a controversy or claim has arisen and in no event shall be made after the date when institution of legal or equitable proceedings based upon such claim or controversy would be barred by the applicable statute of limitations, subject to the restriction set forth in Paragraph 10. The arbitrator(s) shall have no authority to award punitive or other damages not measured by the prevailing party's actual damages. The parties acknowledge and agree that this Order evidences a transaction involving interstate commerce. Accordingly, the United States Arbitration Act (Title 9 of the United States Code) shall govern the interpretation, enforcement and proceedings pursuant to the arbitration provisions of this Order. The place of arbitration shall be the American Arbitration Association's office closest to the location of Dealer designated on the front side hereof. The parties shall be entitled to discover all documents and information reasonably necessary for a full understanding of any relevant issue raised in the arbitration. Regardless of any term or provision herein to the contrary, claims for contribution or indemnity filed by a party in any lawsuit or action filed or asserted by a third party on account of personal injury or death of any person or damage to property shall not be subject to the terms and provisions of this Paragraph 11. The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

12. EXPENSES AND COSTS: Should Dealer be required to institute any action, including any arbitration proceeding, to enforce any of its rights set forth in this Order, then Dealer shall be entitled to reimbursement from Purchaser for all expenses, including but not limited to, reasonable attorneys' and experts' fees, and costs incurred by Dealer in connection with such action. In the event Purchaser institutes any action, including any arbitration proceeding, against Dealer and in the further event Dealer prevails in such action, Purchaser shall pay Dealer the amount of all expenses, including but not limited to reasonable attorneys' and experts' fees, and costs incurred by Dealer in connection with such action.

13. MISCELLANEOUS: This Order may not be changed, altered or amended in any way except in writing signed by a corporate officer or authorized manager of Dealer and an agent of Purchaser. Purchaser acknowledges and agrees that Purchaser has had an adequate opportunity to review and revise this Order and the Order shall not be construed against or in favor of Purchaser or Dealer. No waiver by either party of a breach or default hereunder will be deemed a waiver by such party of a subsequent breach or default of a like or similar nature. No waiver of any of these terms and conditions or any of the terms and conditions will be effective against Dealer unless it is in writing signed by a corporate officer or authorized manager of Dealer. No course of dealing or performance, usage of trade or failure to enforce any term or condition will be used to modify this Order. If any of these terms or conditions is unenforceable, such term or condition will be limited only to the extent necessary to make it enforceable, and all other terms and conditions will remain in full force and effect. This Order is deemed to have been entered into in the state of the location of Dealer designated on the front side hereof and will be governed by the laws of the state of the location of Dealer designated on the front side hereof, without giving effect to the choice of laws provisions thereof. The remedies expressly provided for in these conditions will be in addition to any other remedies that Dealer may have under the Uniform Commercial Code or other applicable law. Purchaser may not assign this Order without the prior written consent of Dealer. These terms and conditions are for the exclusive benefit of Dealer and Purchaser and no other person will have rights hereunder.

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

Submitter's Name: (Individual, Organization, or County Department)

Engineering -

Date/Signature: 8.24.20


Describe in detail what you want to say to the Board and what action you want the Board to take:

Discussion and possible approval to Apply for Brookwood-Sago Mine Safety Grant.

BOS Meeting Date Requested September 1, 2020

PRE-AGENDA ITEM REVIEW

Legal Review: _____

Signature  _____

Finance Review: _____

Signature _____

Human Resources Review: _____

Signature _____

Other Review: _____

Signature _____

Reviews completed, item approved for Agenda. Board Clerk's Initials _____

Application for Federal Assistance SF-424

*** 1. Type of Submission:**

- Preapplication
- Application
- Changed/Corrected Application

*** 2. Type of Application:**

- New
- Continuation
- Revision

* If Revision, select appropriate letter(s):

* Other (Specify):

* 3. Date Received:

4. Applicant Identifier:

5a. Federal Entity Identifier:

5b. Federal Award Identifier:

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:

* a. Legal Name:

Apache County

* b. Employer/Taxpayer Identification Number (EIN/TIN):

86-6000385

* c. Organizational DUNS:

08-289-7786

d. Address:

* Street1:

PO Box 238

Street2:

75 W Cleveland St

* City:

St. Johns

County/Parish:

Apache

* State:

AZ: Arizona

Province:

* Country:

USA: UNITED STATES

* Zip / Postal Code:

85936-0238

e. Organizational Unit:

Department Name:

Engineering

Division Name:

Limestone Pit

f. Name and contact information of person to be contacted on matters involving this application:

Prefix:

Mr.

* First Name:

Ferrin

Middle Name:

* Last Name:

Crosby

Suffix:

Title:

Apache County Engineer

Organizational Affiliation:

* Telephone Number:

928-337-7528

Fax Number:

928-337-2062

* Email:

fcros@co.apache.az.us

Application for Federal Assistance SF-424

*** 9. Type of Applicant 1: Select Applicant Type:**

B: County Government

Type of Applicant 2: Select Applicant Type:

B: County Government

Type of Applicant 3: Select Applicant Type:

B: County Government

* Other (specify):

*** 10. Name of Federal Agency:**

US Department of Labor Mine Safety and Health Administration

11. Catalog of Federal Domestic Assistance Number:

17.603

CFDA Title:

Brookwood-Sago Mine Safety Grants (Brookwood-Sago Grants)

*** 12. Funding Opportunity Number:**

FOA-BS-2020-1

* Title:

Brookwood-Sago Mine Safety Grant

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment

Delete Attachment

View Attachment

*** 15. Descriptive Title of Applicant's Project:**

Apache County Limestone Quarry Health and Safety Awareness and Prevention Program (HSAPP)

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant: AZ-001

* b. Program/Project:

Attach an additional list of Program/Project Congressional Districts if needed.

17. Proposed Project:

* a. Start Date: 1/1/2021

* b. End Date: 12/31/2021

18. Estimated Funding (\$):

* a. Federal	100,000.00
* b. Applicant	0
* c. State	0
* d. Local	0
* e. Other	0
* f. Program Income	0
* g. TOTAL	

* 19. Is Application Subject to Review By State Under Executive Order 12372 Process?

- a. This application was made available to the State under the Executive Order 12372 Process for review on .
- b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- c. Program is not covered by E.O. 12372.

* 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)

Yes No

If "Yes", provide explanation and attach

21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)

** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: Mr. * First Name: Alton
Middle Name: Joe
* Last Name: Shepherd
Suffix:

* Title: Chairman, Apache County Board of Supervisors

* Telephone Number: 928-4364 Fax Number:

* Email: cfcros@co.apache.az.us

* Signature of Authorized Representative: * Date Signed:

Instructions for Application for Federal Assistance (SF-424)

This is a standard form required for use as a cover sheet for submission of pre-applications and applications and related information under discretionary programs. Some of the items are required and some are optional at the discretion of the applicant or the federal agency (agency). Required fields on the form are identified with an asterisk (*) and are also specified as "Required" in the instructions below. In addition to these instructions, applicants must consult agency instructions to determine other specific requirements.

Item	Field Name	Information
1.	Type of Submission:	(Required) Select one type of submission in accordance with agency instructions. <ul style="list-style-type: none"> • Pre-application • Application • Changed/Corrected Application - Check if this submission is to change or correct a previously submitted application. Unless requested by the agency, applicants may not use this form to submit changes after the closing date.
2.	Type of Application:	(Required) Select one type of application in accordance with agency instructions. <ul style="list-style-type: none"> • New - An application that is being submitted to an agency for the first time. • Continuation - An extension for an additional funding/budget period for a project with a projected completion date. This can include renewals. • Revision - Any change in the federal government's financial obligation or contingent liability from an existing obligation. If a revision, enter the appropriate letter(s). More than one may be selected. If "Other" is selected, please specify in text box provided. <p>A. Increase Award B. Decrease Award C. Increase Duration D. Decrease Duration E. Other (specify)</p>
3.	Date Received:	Leave this field blank. This date will be assigned by the Federal agency.
4.	Applicant Identifier:	Enter the entity identifier assigned by the Federal agency, if any, or the applicant's control number if applicable.
5a.	Federal Entity Identifier:	Enter the number assigned to your organization by the federal agency, if any.
5b.	Federal Award Identifier:	For new applications leave blank. For a continuation or revision to an existing award, enter the previously assigned federal award identifier number. If a changed/corrected application, enter the federal identifier in accordance with agency instructions.
6.	Date Received by State:	Leave this field blank. This date will be assigned by the state, if applicable.
7.	State Application Identifier:	Leave this field blank. This identifier will be assigned by the state, if applicable.
8.	Applicant Information:	Enter the following in accordance with agency instructions:
	a. Legal Name:	(Required) Enter the legal name of applicant that will undertake the assistance activity. This is the organization that has registered with the Central Contractor Registry (CCR). Information on registering with CCR may be obtained by visiting www.Grants.gov .
	b. Employer/Taxpayer Number (EIN/TIN):	(Required) Enter the employer or taxpayer identification number (EIN or TIN) as assigned by the Internal Revenue Service. If your organization is not in the US, enter 44-4444444.
	c. Organizational DUNS:	(Required) Enter the organization's DUNS or DUNS+4 number received from

		Dun and Bradstreet. Information on obtaining a DUNS number may be obtained by visiting www.Grants.gov .
	d. Address:	Enter address: Street 1 (Required); city (Required); County/Parish, State (Required if country is US), Province, Country (Required), 9-digit zip/postal code (Required if country US).
	e. Organizational Unit:	Enter the name of the primary organizational unit, department or division that will undertake the assistance activity.
	f. Name and contact information of person to be contacted on matters involving this application:	Enter the first and last name (Required); prefix, middle name, suffix, title. Enter organizational affiliation if affiliated with an organization other than that in 7.a. Telephone number and email (Required); fax number.
9.	Type of Applicant: (Required) Select up to three applicant type(s) in accordance with agency instructions.	A. State Government B. County Government C. City or Township Government D. Special District Government E. Regional Organization F. U.S. Territory or Possession G. Independent School District H. Public/State Controlled Institution of Higher Education I. Indian/Native American Tribal Government (Federally Recognized) J. Indian/Native American Tribal Government (Other than Federally Recognized) K. Indian/Native American Tribally Designated Organization L. Public/Indian Housing M. Nonprofit N. Private Institution of Higher Education O. Individual P. For-Profit Organization (Other than Small Business) Q. Small Business R. Hispanic-serving Institution S. Historically Black Colleges and Universities (HBCUs) T. Tribally Controlled Colleges and Universities (TCCUs) U. Alaska Native and Native Hawaiian Serving Institutions V. Non-US Entity W. Other (specify)
10.	Name Of Federal Agency:	(Required) Enter the name of the federal agency from which assistance is being requested with this application.
11.	Catalog Of Federal Domestic Assistance Number/Title:	Enter the Catalog of Federal Domestic Assistance number and title of the program under which assistance is requested, as found in the program announcement, if applicable.
12.	Funding Opportunity Number/Title:	(Required) Enter the Funding Opportunity Number and title of the opportunity under which assistance is requested, as found in the program announcement.
13.	Competition Identification Number/Title:	Enter the competition identification number and title of the competition under which assistance is requested, if applicable.
14.	Areas Affected By Project:	This data element is intended for use only by programs for which the area(s) affected are likely to be different than the place(s) of performance reported on the SF-424 Project/Performance Site Location(s) Form. Add attachment to enter additional areas, if needed.
15.	Descriptive Title of Applicant's Project:	(Required) Enter a brief descriptive title of the project. If appropriate, attach a map showing project location (e.g., construction or real property projects). For pre-applications, attach a summary description of the project.
16.	Congressional Districts Of:	15a. (Required) Enter the applicant's congressional district. 15b. Enter all district(s) affected by the program or project. Enter in the format: 2 characters state abbreviation - 3 characters district number, e.g., CA-005 for California 5th district, CA-012 for California 12 district, NC-103 for North Carolina's 103 district. If all congressional districts in a state are affected, enter "all" for the district number, e.g., MD-all for all congressional districts in Maryland. If

		nationwide, i.e. all districts within all states are affected, enter US-all. If the program/project is outside the US, enter 00-000. This optional data element is intended for use only by programs for which the area(s) affected are likely to be different than place(s) of performance reported on the SF-424 Project/Performance Site Location(s) Form. Attach an additional list of program/project congressional districts, if needed.
17.	Proposed Project Start and End Dates:	(Required) Enter the proposed start date and end date of the project.
18.	Estimated Funding:	(Required) Enter the amount requested, or to be contributed during the first funding/budget period by each contributor. Value of in-kind contributions should be included on appropriate lines, as applicable. If the action will result in a dollar change to an existing award, indicate only the amount of the change. For decreases, enclose the amounts in parentheses.
19.	Is Application Subject to Review by State Under Executive Order 12372 Process?	(Required) Applicants should contact the State Single Point of Contact (SPOC) for Federal Executive Order 12372 to determine whether the application is subject to the State intergovernmental review process. Select the appropriate box. If "a." is selected, enter the date the application was submitted to the State.
20.	Is the Applicant Delinquent on any Federal Debt?	(Required) Select the appropriate box. This question applies to the applicant organization, not the person who signs as the authorized representative. Categories of federal debt include; but, may not be limited to: delinquent audit disallowances, loans and taxes. If yes, include an explanation in an attachment.
21.	Authorized Representative:	To be signed and dated by the authorized representative of the applicant organization. Enter the first and last name (Required); prefix, middle name, suffix. Enter title, telephone number, email (Required); and fax number. A copy of the governing body's authorization for you to sign this application as the official representative must be on file in the applicant's office. (Certain federal agencies may require that this authorization be submitted as part of the application.)

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

Submitter's Name: (Individual, Organization, or County Department)

Apache County Recorder's Office

Date/Signature: 8/18/2020



Describe in detail what you want to say to the Board and what action you want the Board to take: Request to accept grant funding from the AZVoteSafe Program up to \$143,650. This grant is to help mitigate the impact of COVID-19 on the 2020 Primary and General Elections by reimbursing costs related to the pandemic. There is no matching funds requirement.

BOS Meeting Date Requested 9/1/2020

PRE-AGENDA ITEM REVIEW

Legal Review: _____

Signature



Finance Review: _____

Signature



Human Resources Review: _____

Signature _____

Other Review: _____

Signature _____

Reviews completed, item approved for Agenda.

Board Clerk's Initials _____

Award Notification Letter

Dear Bowen Udall,

Congratulations! This is to inform you that your application is now awarded.

Project: 2020 Election Cycle COVID

Program: AZVoteSafe Program

Approval Date:

Approved Amount: \$143,650.00

Federal Awards:

- US16728 U.S. Department of the Treasury: Coronavirus Aid, Relief, and Economic Security (CARES) Act: Coronavirus Relief Fund - FY 2020: \$143,650.00
 - Agency: U.S. Department of the Treasury
 - Fiscal Year: 2020
 - CFDA: 21.019

Total Federal: \$143,650.00

Other Awards: No non-federal funds were included in this award.

Total Match: \$0.00

Period of Performance: 03/28/2020 - 12/03/2020

Award ID: ERMT-CRF-21-1001

Ein: 866000385



DOUGLAS A. DUCEY
GOVERNOR

STATE OF ARIZONA
OFFICE OF THE GOVERNOR

EXECUTIVE OFFICE

August 17, 2020

Dear Chairman Shepherd:

I am pleased to inform you that we are awarding \$143,650 from the AZVote Safe Program to Apache County. We appreciate your leadership and partnership during this difficult time. This program was designed to support Arizona's county elections departments with funding to help mitigate the impact of COVID-19 on upcoming elections.

As you know, the health and safety of our state is our top priority and ensuring that each county is able to provide secure and safe polling location access for the upcoming 2020 election is the key focus of the AZVoteSafe Program.

If there is anything my office can do to assist in the implementation of your efforts, please don't hesitate to reach out.

Further details are enclosed.

Sincerely,

A handwritten signature in black ink that reads "Douglas A. Ducey".

Douglas A. Ducey
Governor, State of Arizona

State of Arizona
Office of the Governor
AZVote Safe Program

ERMT Grant Number: ERMT-CRF-21-1001
Award Amount:\$143,650

Grant Agreement Terms and Conditions

This Grant Agreement ("Agreement") is between Apache County ("Grantee") and the State of Arizona, acting through the Governor's Office ("Grantor"), (sometimes, individually, a "Party," or collectively, "Parties").

I. Purpose

Supporting statewide and county elections and recorder agencies with funding to combat the coronavirus pandemic for the 2020 Federal election cycle through the distribution of the U.S. Department of Treasury's Coronavirus Relief Fund (CRF), Catalog of Federal Domestic Assistance (CFDA) number 21.019, as part of the Coronavirus Aid, Relief, and Economic Security (CARES) Act.

II. Term, Effective Date, and Termination

The Agreement commences when it is signed by both Parties. The Agreement project period is March 28, 2020 through December 3, 2020. The Agreement expires at the end of the award term. The Agreement shall not bind nor purport to bind the Grantor for any commitment in excess of the original Agreement award term or amount.

In the event of a material breach of any provision of this Agreement, the non-breaching Party shall give written notice to the breaching Party specifically setting forth the nature of the breach. Upon being served with such notice, the breaching Party shall have ten (10) days in which to cure said breach. If said breach has not been cured within the ten (10) days, then the non-breaching Party may terminate this Agreement.

III. Renewal and Amendments

This Agreement is issued under the authority of the authorized Grantor representative who signed this Agreement. The Grantor shall have the right, at its sole and unfettered discretion, whether or not to extend this Agreement. If so, the Parties must execute a written Amendment or a new Agreement. A renewal may be considered if the Grantor adds additional funding and subsequent rounds of awards, the State of Arizona receives additional federal Coronavirus Disease 2019 (COVID-19) public health emergency funding, and/or the State of Arizona Legislature chooses to appropriate funding for this specific purpose. Also, consideration for renewal will be based on results of program and fiscal monitoring.

The Agreement may be modified only through an Agreement Amendment within the scope of the Agreement. Any changes to the Agreement by a person who is not specifically authorized by the Grantor representative in writing or made unilaterally by the Grantee are violations of the Agreement and of applicable law. Such changes, including unauthorized written Agreement

Amendments shall be void and without effect, and the Grantee shall not be entitled to any claim under this Agreement based on those changes.

IV. **Obligations of the Parties**

Responsibilities of the Grantee:

- a. Grantee agrees that grant funds will be used in accordance with applicable statutes, program rules, guidelines and special conditions.
- b. Grantee agrees that it will submit financial and activity reports to Grantor in a format provided by the Grantor, documenting the activities supported by these grant funds and providing an assessment of the impact of these activities. In the event reports are not received on or before the indicated date(s), funding may be suspended until such time as delinquent report(s) are received.
- c. Grantee understands that financial reports are required as an accounting of expenditures for either reimbursement or Grantor-approved payments. Reports are due pursuant to the schedule listed in this Agreement.
- d. The final request for reimbursement of grant funds must be received by the Grantor on or before the last day of the project period.
- e. Grantee agrees to remit all unexpended grant funds to the Grantor within thirty (30) days after the November 3, 2020 election date.
- f. Grantee agrees that all encumbered funds must be expended and that payroll and Employee Related Expenses (ERE) must be paid on or before the expiration of this Agreement.
- g. Grantee agrees to cooperate and participate with any and all assessments, evaluation efforts or information and data collection requests, and acknowledges that the Grantor has the right to obtain, reproduce, publish, or use data provided under this award in accordance with applicable statutes, rules, and guidelines.
- h. Grantee understands that the Agreement may not be closed until Grantee is compliant with all requirements of the Agreement.
- i. Required programmatic and financial reports are submitted according to the grant solicitation.

Responsibilities of the Grantor:

- a. Grantees will be required to submit bi-weekly financial reimbursement requests with actual expenditures incurred. Reports must contain all back up documentation related to the request for reimbursement. Back up documentation may include but is not limited to receipts, purchase orders, invoices, proofs of marketing materials, written explanation of expenditures, etc.

V. **Fund Management**

Grantee must receive these funds under this Agreement in a separate ledger account/fund and cannot mix these funds with other sources. The Grantee must manage funds according to applicable federal regulations for administrative requirements, cost principles and audits.

The Grantee must maintain adequate business systems to comply with Federal requirements. The business systems that must be maintained are:

- a. Financial Management
- b. Procurement
- c. Personnel
- d. Property
- e. Travel

A system is adequate if it is: 1) written; 2) consistently followed - it applies in all similar circumstances; and 3) consistently applied – it applies to all sources of funds. The Grantor reserves the right to review all business systems policies.

The Grantee shall manage funds according to applicable federal regulations for administrative requirements, cost principles and audits

VI. DUNS/CCR

Each Grantee must provide the following prior to an Agreement being executed: (a) Dun and Bradstreet Universal Numbering System (DUNS) number for the fiscal agent; and (b) proof of current registration in the System for Award Management ("SAM"). SAM is the Official U.S. Government system that consolidated the capabilities of Central Contractor Registration ("CCR"), Fed Reg, ORCA and EPLS. SAM registration must be maintained for the term of the Agreement. The DUNS website is located here.

VII. Reporting Requirements

Grantees will be required to submit bi-weekly reimbursement requests with actual expenditures incurred, including:

- a. the total amount of funding received from the AZVote Safe Program;
- b. the amount of funding received that was expended or obligated for each project or activity;
- c. any receipts, invoices, purchase orders, proofs of marketing materials, written explanation of expenditures;
- d. detailed information on any level of subcontracts or subgrants awarded by the covered recipient or its subcontractors or subgrantees, to include the data elements required to comply with the Federal Funding Accountability and Transparency Act (FFATA) of 2006 (31 U.S.C. 6101 note) allowing aggregate reporting on awards below \$50,000 or to individuals, as prescribed by the Director of the Office of Management and Budget.

VIII. Organizational Audit Requirements

Grantee agrees to comply with the organizational audit requirements of 2 CFR Part 200 *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, and further understands and agrees that funds may be withheld, or other related requirements may be imposed, if outstanding audit issues (if any) from their organization's single audit are not satisfactorily and promptly addressed. This CFR Title 2 Part 200 can be found online.

Single Audit: Grantee expending \$750,000 or more of Federal funds from all sources during the organization's fiscal year, must have an annual audit conducted in accordance with 2 CFR Part 200.

- a. If your organization is subject to the requirements of 2 CFR Part 200, then attach one copy of your organization's most recently completed Single Audit with the Management Letter, Findings and Questioned Costs to the completed application.
- b. If your organization is not subject to the requirements of 2 CFR Part 200, submit one copy of the most recently completed audit of financial statements.
- c. If your organization does not have a recently completed audit, attach one copy of the most recently prepared financial statements including a Balance Sheet, Income Statement, and Statement of Cash Flows along with a description of the source of the documents.

IX. Unallowable Costs

All costs incurred prior to the project period start date and costs not consistent with the funding

opportunity solicitation are not allowable under this award.

X. Conflicts of Interest Policy

Grantee must establish written policies and procedures to prevent employees, consultants, and others (including family, business, or other ties) involved in grant-supported activities, from involvement in actual or perceived conflicts of interest. The policies and procedures must:

- a. address conditions under which outside activities, relationships, or financial interests are proper or improper;
- b. provide for advance disclosure of outside activities, relationships, or financial interests to a responsible organizational official;
- c. include a process for notification and review by the responsible official of potential or actual violations of the standards; and
- d. specify the nature of penalties that may be imposed for violations.

XI. Acknowledgement of Federal Funding in Communications and Contracting

Grantee must acknowledge Federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds. Grantee is required to state: (1) the percentage and dollar amounts of the total program or project costs financed with Federal funds; and (2) the percentage and dollar amount of the total costs financed by nongovernmental sources.

XII. Mandatory Disclosures

Consistent with 45 CFR 75.113, Grantee must disclose in a timely manner, in writing, all information related to violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Disclosures must be sent in writing to the Grantor as stated in Section XVII.

Failure to make required disclosures can result in any of the remedies described in 45 CFR 75.371 remedies for noncompliance, including suspension or debarment (see 2 CFR parts 180 & 376 and 31 U.S.C. 3321).

XIII. Data Collection and Performance Measurement

Grantee must comply with the performance goals, milestones, and expected outcomes as reflected in the funding opportunity solicitation and are required to submit data via the Grantor's data-entry and reporting system, eCivis.

XIV. Ad Hoc Submissions

Throughout the award term, the Grantor may determine that additional information is required beyond the standard deliverables.

XV. Applicable law

In accordance with A.R.S. § 41-2701, *et seq.*, and Arizona Administrative Code, this Agreement shall be governed and interpreted by the laws of the State of Arizona.

XVI. Payments

Grantee reimbursements are based only on expenditures approved in its Application budget and budget narrative. A Grantee shall be reimbursed initially for allowable, allocable and reasonable costs related to the COVID-19 public health emergency for the time period

of March 28, 2020 up to the Grantee's application submission or the most recent pay period. If an allocation award balance exists, then the Grantee will either include forecasted expenses in its application or submit further reimbursement request(s) of its actual expenses until its allocation is fully expended. The Grantee will need to provide its previous year's total actual expense(s) for that category(ies) to validate projection. The Grantee shall use the forms provided by the Grantor to submit reimbursement requests.

Grantee must:

- a. enroll in automatic clearing house (ACH) payments. Grantee must complete the document titled "State of Arizona Substitute W-9 and ACH Vendor Authorization Forms & Instructions." Vendor account set-up and payment information can be found [here](#).

Notwithstanding any other payment provision of this Agreement, failure of the Grantee to submit required reports when due, or failure to perform or deliver required work, supplies, or services, will result in the withholding of payment under this Agreement unless such failure arises due to causes beyond the control and without the fault or negligence of the Grantee.

XVII. Notification of Program Changes

Grantee agrees to notify the Grantor in writing, thirty (30) calendar days in advance, of any changes in the program that will directly affect service delivery under the terms of the Agreement. No changes shall be implemented without the prior written approval of a formal Agreement Amendment issued by the Grantor.

XVIII. Relationship of Parties

The individuals performing work on behalf of Grantee, its subgrantees or its subcontractors are not employees, servants, agents, partners, or joint venturers of the Grantor. The State of Arizona and the Grantor retains no control or direction over such individuals or over the detail, manner, or methods of performance of their services, and they do not have the authority to supervise or control their work. The individuals performing work on behalf of the Grantee, its subgrantees or its subcontractors are not entitled to receive benefits that employees of the State of Arizona are entitled to receive, including but not limited to, workers' compensation, unemployment compensation, health, vision, or dental insurance, retirement benefits, annual leave, and holiday pay.

XIX. Other

- a. Grantee shall follow all applicable laws, rules, and regulations in the performance of work in furtherance of the solicitation, application, and award.
- b. In accordance with ARS § 35-154, every payment obligation of the Grantor under this Agreement is conditioned upon the availability of funds appropriated or allocated for payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the Grantor at the end of the period for which funds are available. No liability shall accrue to the Grantor in the event this provision is exercised, and the State shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.
- c. In accordance with A.R.S. § 35-214, the Grantee shall retain all data, books, and other records ("records") relating to this Agreement for a period of five years from the last financial report submitted to the Grantor. All such documents shall be subject to inspection and audit at reasonable times, including such records of any subgrantee, contractor, or subcontractor. Upon request, the Grantee shall produce the original of any or all such records to the offices of the Grantor.

- d. The Parties warrant that they are in compliance with A.R.S. § 41-4401 and further acknowledge that:
 - i. Any contractor or subcontractor who is contracted by a Party to perform work related to this Agreement shall warrant its compliance with all federal immigration laws and regulations that relate to its employees and its compliance with A.R.S. § 23-214(A);
 - ii. That any breach of the warranty in paragraph "b." above shall be deemed a material breach of this Agreement that is subject to penalties up to and including termination of this Agreement;
 - iii. The Parties retain the legal right to inspect the employment records of any employee of any contractor or subcontractor who performs work related to this Agreement to ensure that the contractor or subcontractor is complying with the warranty in paragraph "b." above and that the contractor agrees to make all employment records of said employee available during normal working hours to facilitate such an inspection; and
 - iv. Nothing in this Agreement shall make any contractor or subcontractor an agent or employee of the Parties to this Agreement.
- e. The Parties shall comply with the provisions of State Executive Order 2009-9, Title VI of the Civil Rights Act of 1964, as amended, Section 504 of the Rehabilitation Act of 1973, as amended, and the Americans with Disabilities Act, as amended.
- f. This Agreement does not imply authority to perform any tasks or accept any responsibility not expressly stated in this Agreement.
- g. This Agreement does not create a duty or responsibility unless the intention to do so is clearly and unambiguously stated in this Agreement. This Agreement shall not relieve the Parties of any obligation or responsibility imposed on it by law.
- h. This Agreement contains the entire agreement of the Parties with respect to its subject matter and supersedes all prior and contemporaneous agreements, understandings, and inducements, whether express or implied, oral or written.
- i. Any change, modification, or extension of this Agreement must be submitted through the Grantor's online grant management system, eCivis, and approved by Grantor.
- j. This Agreement has been arrived at by negotiation and shall not be construed for or against any Party.
- k. The Parties agree that all the conditions set forth herein are material to this Agreement and a breach of any condition is a breach of this Agreement.
- l. The failure of either Party to insist in any one or more instances upon the full and complete performance of any of the terms and provisions of this Agreement to be performed by the other Party or to take any action permitted by this Agreement shall not be construed as a waiver or relinquishment of the right to insist upon full and complete performance of the same or any other covenant or condition either in the past or in the future. The acceptance by either Party of sums less than may be due and owing at any time shall not be construed as an accord and satisfaction.
- m. The substantive laws of Arizona (without reference to any choice of law principles) shall govern the interpretation, validity, performance and enforcement of this Agreement. The Parties further agree to cooperate in all ways reasonable and necessary to comply with the applicable statutes, including amending this Agreement as needed in the future and making any refunds or payments that might be required to bring the Parties into full compliance with applicable law.
- n. Nothing in this Agreement is intended to create any third-party beneficiary rights; and the Grantor and the Grantee expressly state that this Agreement does not create any third-party rights of enforcement.

- o. This Agreement may be executed in any number of counterparts, all such counterparts shall be deemed to constitute one and the same instrument, and each of said counterparts shall be deemed an original hereof.
- p. If the last day of any time stated herein shall fall on a Saturday, Sunday, or legal holiday in the State of Arizona, then the duration of such time shall be extended so that it shall end on the next succeeding day which is not a Saturday, Sunday, or legal holiday.
- q. Except as expressly provided herein, no Party may delegate or assign its rights or responsibilities under this Agreement without prior written approval of the other Party and any purported assignment or delegation in violation of this provision shall be void.
- r. The Parties to this Agreement agree to resolve all disputes arising out of or relating to this Agreement through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518, except as may be required by other applicable statutes.
- s. If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall be in full force and effect.
- t. Any deviation or failure to comply with the purpose and/or conditions of this Agreement without prior approval may constitute sufficient reason for the Grantor to terminate this Agreement, revoke the grant, require the return of all unspent funds, perform an audit of expended funds, and require the return of any previously spent funds which are deemed to have been spent in violation of the purpose or conditions of this grant.
- u. The Parties acknowledge they have been advised by counsel, or have had the opportunity to be advised by counsel, in the execution of the Agreement.

State of Arizona
Office of the Governor
AZVote Safe Program
Special Conditions

1. Grantee agrees that in any publications, marketing, voter outreach, or educational materials (written, visual, or sound), the election official's name but not likeness is permitted and must utilize guidance from the U.S. Election Assistance Commission, the Election Management Resources, and adhere to the following guidelines:
 - a. For print media or mail, the size of font used for the election official's name must not exceed a height of more than 1/4 inch, unless it is included in the organization masthead or letterhead, where it may not exceed 1/2 inch in height. b. The use of the election official's party information/affiliation outside of identifying a primary election is prohibited.
2. If the Grantee is utilizing grant funds to purchase, lease, or rent mobile voting units, the Board of Supervisors must approve: (a) the use of the mobile unit(s) for voting purposes for each election; and (b) the locations and dates on which mobile unit(s) will be used for voting purposes in the election. The County Recorder must promptly publicize the approved locations and dates, including posting the information on the County Recorder's website. The Board of Supervisors may authorize the County Recorder to make necessary modifications to the approved locations and dates for good cause. If such modifications are made, the County Recorder shall promptly notify the Board of Supervisors and update any public postings of the locations and dates. The County Recorder shall ensure that mobile voting units are utilized and operated in a manner that provides meaningful access and accommodations for voters with disabilities and, to the extent practicable, provides reasonable access to political party observers, allows political activity outside of the seventy-five foot limit prescribed by A.R.S. 16-515, and if used as an Election Day voting location, complies with the provisions of A.R.S. 16-615 related to the secure delivery of returns.
3. If the Grantee is utilizing grant funds to purchase, lease, or rent mobile voting units or non-traditional voting locations, the Grantee agrees to provide all contract materials, an address of where the units are located, supporting documentation that these locations have been approved by the respective county's Board of Supervisors, and a plan of how the Grantee or Sub-grantee will communicate the location and hours with the public.
4. If the Grantee is utilizing grant funds to pay for poll worker expenses, the Grantee must comply with all provisions of A.R.S. 16-531.
5. Grantee agrees that grant funds will be used in accordance with applicable program rules, guidelines and special conditions.
6. Grantee agrees that activities funded under this award will be closely coordinated with related activities supported by the AZVoteSafe Funds. Grant funds may only be used for the purposes

in the Grantee's approved application. Grantee shall not undertake any work or activities not described in the grant application, including staff, equipment, or other goods or services without prior consultation with the ERMT.

7. Grantee agrees that it will submit financial and activity reports to the Governor's Office in a format provided by the Office, documenting the activities supported by these grant funds and providing an assessment of the impact of these activities which may include documentation of project milestones. In the event reports are not received on or before the indicated date(s), funding may be suspended until such time as delinquent report(s) are received. Extensions for financial and activity reports may be requested by emailing ospber@az.gov. Financial reports must include all supporting documentation related to the request for reimbursement.

a. Supporting documentation, includes but is not limited to receipts, contracts, purchase orders, invoices, proofs of marketing materials, written explanation of expenditures, etc. b. If the Grantee is utilizing grant funds to purchase marketing, voter outreach, or educational materials, the grantee agrees that they will provide all contractual agreements and the following information: the name of the vendor utilized for the materials, the type of marketing, voter outreach or educational material (written, visual, sound, etc), and the geographic location and demographics of the target recipients of said materials.

8. Grantee agrees funds shall not be used to supplant Federal, state, county or local funds that would otherwise be made available for such purposes. Supplanting means the deliberate reduction of state or local funds because of the existence of any grant funds.

9. Grantee agrees to cooperate with any assessments, evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.

10. Grantee acknowledges any expenditures which have occurred outside of the approved budget are done so at the risk of the grantee and are not guaranteed reimbursement by the AZVoteSafe grant program.

11. Grantee acknowledges any expenditures not approved in the grant application or financial reports submitted are not reimbursable by the AZVoteSafe grant program.

12. Grantee agrees it may not utilize funding to create subgrants unless pre-approval has been given by the Governor's Office.

13. Grantee must maintain inventory records of all property purchased with grant funds. Disposition of this property shall be in accordance with 2 CFR § 200.313.

14. Grantee understands record retention is subject to 2 CFR §215.53.

IN WITNESS WHEREOF, the Parties have made and executed the Agreement the day and year first above written.

FOR GRANTEE:

Authorized Signatory

Date

Printed Name and Title

Additional signature(s) if required by political subdivision

Date

Printed Name and Title

Date

Attest:

Clerk

Date

Note: If applicable, the Agreement must be approved by the appropriate county supervisory board or municipal council and appropriate local counsel (i.e. county or city attorney). Furthermore, if applicable, resolutions and meeting minutes must be forwarded to the Governor's Office with the signed Agreement.

Approved as to form and authority to enter into Agreement (Excluding non-profits):

Legal counsel for Grantee

Date

Printed Name and Title

Statutory or other legal authority to enter into Agreement (Excluding non-profits):

Appropriate A.R.S., ordinance, or charter reference

FOR GOVERNOR'S OFFICE:

Matthew Gress, Director

Date

State of Arizona

Governor's Office of Strategic Planning and Budgeting


Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

Submitter's Name: (Individual, Organization, or County Department)

County Manager _____

Date/Signature: _____

8/26/20 

Describe in detail what you want to say to the Board and what action you want the Board to take:

Public Notice: Due to the COVID-19 pandemic, the regular Board of Supervisors meeting previously scheduled to be held in Chinle on October 6, 2020 will be held in St. Johns.

BOS Meeting Date Requested 9/1/2020

PRE-AGENDA ITEM REVIEW

Legal Review: _____

Signature _____

Finance Review: _____

Signature _____

Human Resources Review: _____

Signature _____

Other Review: _____

Signature _____

Reviews completed, item approved for Agenda.

Board Clerk's Initials _____

**Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM**

date/time stamp

Submitter's Name: (Individual, Organization, or County Department)

County Manager _____

Date/Signature: _____

Describe in detail what you want to say to the Board and what action you want the Board to take:

Call to the Public: Individuals may address the Board on any relevant issue for an amount of time determined by the Chairman. At the close of the call to the public, Board members may not respond to any comments but may respond to criticism, ask staff to review a matter or ask that a matter be placed on a future agenda.

BOS Meeting Date Requested 9/1/2020

PRE-AGENDA ITEM REVIEW

Legal Review: _____

Signature _____

Finance Review: _____

Signature _____

Human Resources Review: _____

Signature _____

Other Review: _____

Signature _____

Reviews completed, item approved for Agenda. Board Clerk's Initials _____