



State of Arizona

Department of Health Services

Request For Grant Application (RFGA)

RFGA Number: ADHS17-00007055

RFGA Due Date / Time: May 16, 2017 at 3:00 PM Local Arizona Time

Submittal Location: Submit via ProcureAZ
<https://procure.az.gov/bsol/login.jsp>

Description of Procurement: Domestic Violence Prevention and Services

Pre-Application Conference: Wednesday, April 5, 2017, at 10:30 A.M. Arizona Time, at the Arizona Department of Health Services, 150 N. 18th Ave., Conference Room 300B, Phoenix, AZ 85007

In accordance with A.R.S. § 41-2701 through 41-2702, competitive sealed applications for the services specified will be received by the Arizona Department of Health Services (ADHS) online in the State of Arizona's online procurement system, procure.az.gov (ProcureAZ). Applications received by the due date and time will be opened. The name of each Applicant will be publicly available. Applications must be submitted in the State ProcureAZ system on or prior to the date and time indicated. Late Applications will not be considered. It is the responsibility of the supplier/applicant to routinely check the ProcureAZ website for Solicitation Amendments. Additional instructions for preparing an Application are included in this solicitation.

With seventy-two (72) hours prior notice, persons with disabilities may request special accommodations such as interpreters, alternative formats, or assistance with physical accessibility. Such requests are to be addressed to the Solicitation contact person named below.

APPLICANTS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE RFGA.

Grant Solicitation Contact Person:

Sue-Anne Tan, Procurement Officer
Tracey Thomas, Procurement Manager

602-542-1044
602-542-1011

Sue.Anne.Tan@azdhs.gov
Tracey.Thomas@azdhs.gov



GRANT APPLICATION
RFGA NO. ADHS17-00007055

**Arizona Department Of Health
Services**
150 N. 18th Ave., Suite 280
Phoenix, Arizona 85007
(602) 542-1040
(602) 542-1741 Fax

Table of Contents

Cover Page 1

Table of Contents..... 2

Scope of Work..... 3

Special Instructions..... 17

Terms and Conditions 21

Attachment A – Application Offer and Acceptance..... 31

Attachment B – Designation of Confidential, Trade Secret & Proprietary Information..... 32

Attachment C - Participation if Boycott of Israel..... 34

Attachments D to K can be accessed by visiting the following link:
<http://azdhs.gov/prevention/womens-childrens-health/index.php#domestic-violence-rfga>

Exhibits One (1) to Four (4) can be accessed by visiting the following link:
<http://azdhs.gov/prevention/womens-childrens-health/index.php#domestic-violence-rfga>

SCOPE OF WORK

RFGA NO. ADHS17-00007055

1. Definitions

- 1.1 “ACF” means Administration for Children and Families.
- 1.2 “ADHS” means the Arizona Department of Health Services.
- 1.3 “Attachment” means a document to be completed and included as part of the Grant Application.
- 1.4 “BWCH” means the Bureau of Women’s and Children’s Health.
- 1.5 “Child Abuse Prevention and Treatment Act” means Child Abuse Prevention and Treatment Act.
- 1.6 “Comprehensive Supportive Services” is defined as services for adult and youth victims of family violence, domestic violence, or dating violence, and their dependents that are designed to meet the needs of such victims and their dependents for short-term, transitional, or long-term safety and recovery. Supportive services include:
 - 1.6.1 Provision, on a regular basis, of immediate shelter and related supportive services to adult and youth victims of family violence, domestic violence, or dating violence, and their dependents, including paying for the operating and administrative expenses of the facilities for such shelter;
 - 1.6.2 Assistance in developing safety plans, and supporting efforts of victims of family violence, domestic violence, or dating violence to make decisions related to their ongoing safety and well-being;
 - 1.6.3 Provision of individual and group counseling, peer support groups, and referral to community-based services to assist family violence, domestic violence, and dating violence victims, and their dependents, in recovering from the effects of the violence;
 - 1.6.4 Provision of services, training, technical assistance, and outreach to increase awareness of family violence, domestic violence, and dating violence and increase the accessibility of family violence, domestic violence, and dating violence services;
 - 1.6.5 Provision of culturally and linguistically appropriate services;
 - 1.6.6 Provision of services for children exposed to family violence, domestic violence, or dating violence, including age-appropriate counseling, supportive services, and services for the non-abusing parent that support that parent’s role as a caregiver, which may, as appropriate, include services that work with the non-abusing parent and child together;
 - 1.6.7 Provision of advocacy, case management services, and information and referral services, concerning issues related to family violence, domestic violence, or dating violence intervention and prevention, including:
 - 1.6.7.1 Assistance in accessing related Federal and State financial assistance programs,
 - 1.6.7.2 Legal advocacy to assist victims and their dependents,
 - 1.6.7.3 Medical advocacy, including provision of referrals for appropriate health care services (including mental health, alcohol, and drug abuse treatment), but which shall not include reimbursement for any health care services,
 - 1.6.7.4 Assistance locating and securing safe and affordable permanent housing and homelessness prevention services,
 - 1.6.7.5 Provision of transportation, child care, respite care, job training and employment services, financial literacy services and education, financial planning, and related economic

SCOPE OF WORK

RFGA NO. ADHS17-00007055

empowerment services,

1.6.7.6 Parenting and other educational services for victims and their dependents, and

1.6.7.7 Prevention services, including outreach to underserved populations.

1.7 “Conditions” is applying inappropriate screening mechanisms, such as criminal background check or sobriety requirements. In addition, consent to release of information cannot be a condition of service.

1.8 “Culturally Competent Services” means a set of congruent behaviors, attitudes, and policies that come together in a system, agency, or among professionals that enables effective work in cross-cultural situations.

1.8.1 'Culture' refers to integrated patterns of human behavior that include the language, thoughts, communications, actions, customs, beliefs, values, and institutions of racial, ethnic, religious, or social groups;

1.8.2 'Competence' implies having the capacity to function effectively as an individual and an organization within the context of the cultural beliefs, behaviors, and needs presented by consumers and their communities; and

1.8.3 Cultural competency is the integration and transformation of knowledge about individuals and groups of people into specific standards, policies, practices, and attitudes used in appropriate cultural settings to increase the quality of services; thereby producing better outcomes.

(Source: CDC National Prevention Information Network <https://npin.cdc.gov/pages/cultural-competence>).

1.9 “Dating Violence” is defined as violence committed by a person who is or has been in a social relationship of a romantic or intimate nature with the victim and where the existence of such a relationship shall be determined based on a consideration of the length of the relationship, the type of relationship, and the frequency of interaction between the persons involved in the relationship. Dating violence also includes, but is not limited to, the physical, sexual, psychological, or emotional violence within a dating relationship, including stalking. It can happen in person or electronically, and may involve financial abuse or other forms of manipulation which may occur between a current or former dating partner regardless of actual or perceived sexual orientation or gender identity.

1.10 “Domestic Violence” is defined as felony or misdemeanor crimes of violence committed by a current or former spouse or intimate partner of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction. This definition also includes but is not limited to criminal or non-criminal acts constituting intimidation, control, coercion and coercive control, emotional and psychological abuse and behavior, expressive and psychological aggression, financial abuse, harassment, tormenting behavior, disturbing or alarming behavior, and additional acts recognized in other Federal, Tribal, State, and local laws as well as acts in other Federal regulatory or sub-regulatory guidance. This definition is not intended to be interpreted more restrictively than Family Violence Prevention and Services Act (FVPSA) and Violence Against Women Act (VAWA) but rather to be inclusive of other, more expansive definitions. The definition applies to individuals and relationships regardless of actual or perceived sexual orientation, gender identity.

1.11 “Exhibit” means a document included only for informational purposes. It is not intended to be submitted as part of the Grant Application.

1.12 “Family Violence” is defined as any act or threatened act of violence, including any forceful detention of an individual that: (A) results or threatens to result in physical injury; and (B) is committed by a person against

SCOPE OF WORK

RFGA NO. ADHS17-00007055

another individual (including an elderly individual) to or with whom such person is related by blood, or is or was related by marriage, or is or was otherwise legally related, or is or was lawfully residing.

- 1.13 “FVPSA” means Family Violence Prevention and Services Act.
- 1.14 “Grantee” means the Contractor.
- 1.15 “Intimate Partner Violence” is defined as a term used interchangeably with “domestic violence, or dating violence.”
- 1.16 “Key Personnel” means staff involved in the planning, administration, operation, or monitoring of this Grant.
- 1.17 “Legal Advocacy” means lay legal advocacy services can be provided in a community-based, system-based, mobile or residential setting by properly trained advocates. A program providing lay legal advocacy services shall:
- 1.17.1 Provide information about legal options, without providing legal advice, so that victims can identify needed interventions and actions to be sought from the civil and/or criminal justice systems;
 - 1.17.2 Have a working knowledge of current state, federal and applicable tribal law pertaining to domestic violence, as well as the local justice system’s response to domestic violence, including local court rules and practices, in each county where services are provided;
 - 1.17.3 Establish working relationships that foster victim safety with relevant justice system members;
 - 1.17.4 Ensure that appropriate staff members and volunteers have the ability to identify an individual’s legal options without giving legal advice as part of a service and safety plan that is kept current or changed as the recipient’s needs may require.

Legal Advocates cannot provide legal advice or services to or for another person. Legal Advocates cannot “practice law” as defined in [Arizona Supreme Court Rule 31 \(a\)\(2\)\(A\)](#). See the Arizona Standards for Domestic Violence Service Providers.

- 1.18 “Logic Model” is defined as the sequential representation of a program planning, implementation and evaluation process that identifies and links the Needs Assessment/Resources, Goals and Outcome Objectives, Strategies/Approaches, Implementation Plan and Process Objectives, and will result in positive impacts upon individuals and the community.
- 1.19 “Personally identifying information (PII)” is identifying information for or about an individual including information likely to disclose the location of a victim of domestic violence, dating violence, sexual assault, or stalking, regardless of whether the information is encoded, encrypted, hashed, or otherwise protected, including, (A) a first and last name; (B) a home or other physical address; (C) contact information (including a postal, email or Internet protocol address, or telephone or facsimile number); (D) a social security number, driver license number, passport number, or student identification number; and (E) any other information, including date of birth, racial or ethnic background, or religious affiliation, that would serve to identify any individual.
- 1.20 “Primary Prevention” is defined as strategies, policies, and programs to stop both first-time perpetration and first-time victimization. Primary prevention is stopping domestic and dating violence before they occur. Primary prevention includes, but is not limited to: School-based violence prevention curricula, programs aimed at mitigating the effects on children who witness domestic or dating violence, community campaigns designed to alter norms and values conducive to domestic or dating violence, worksite prevention programs, and training and education in parenting skills and self-esteem enhancement.
- 1.21 “Racial and Ethnic Minority Groups” are defined by the [FVPSA Federal Register](#) as American Indians (including Alaska Natives, Eskimos, and Aleuts); Asian Americans; Native Hawaiians and other Pacific

SCOPE OF WORK

RFGA NO. ADHS17-00007055

Islanders; Blacks and Hispanics. The term “Hispanic” or “Latino” means individuals whose origin is Mexican, Puerto Rican, Cuban, Central of South American, or any other Spanish speaking country.

- 1.22 “Related Assistance” is defined as the provision of direct assistance to victims of family violence and their dependents for the purpose of preventing further violence, helping such victims to gain access to civil and criminal courts and other community services, facilitating the efforts of such victims to make decisions concerning their lives in the interest of safety, and assisting such victims in healing from the effects of the violence. Related assistance includes:
- 1.22.1 Prevention services such as outreach and prevention services for victims and their children, assistance for children who witness domestic violence, employment training, parenting and other educational services for victims and their children, preventive health services within domestic violence programs (including nutrition, disease prevention, exercise, and prevention of substance abuse), domestic violence prevention programs for school age children, family violence public awareness campaigns, and violence prevention counseling services to abusers;
 - 1.22.2 Counseling by trained staff with respect to family violence, counseling or other comprehensive supportive services by peers, individually or in groups, and referral to community social services;
 - 1.22.3 Transportation and technical assistance with respect to obtaining financial assistance under Federal and State programs, and referrals for appropriate health-care services (including alcohol and drug abuse treatment), but shall not include reimbursement for any health-care services;
 - 1.22.4 Legal advocacy to provide victims with information and assistance through the civil and criminal courts; and
 - 1.22.5 Children’s counseling, comprehensive support services and child care services for children who are victims of family violence or the dependents of such victims, and children who witness domestic violence.
- 1.23 “Rural Areas of AZ” is defined by [ARS 36-2171](#) either of the following:
- 1.23.1 A county with a population of less than four hundred thousand persons according to the 2010 United States decennial census; or
 - 1.23.2 A census county division with less than fifty thousand persons in a county with a population of four hundred thousand or more persons according to the 2010 United States decennial census.
- 1.24 “Safe Home” is defined as the provision of temporary, safe emergency refuge by a private party, hotel/motel, available residence within a community, or other appropriate accommodation for victims of domestic violence and their dependents.
- 1.25 “Safe Home Network” are those programs throughout Arizona that are funded with ADHS domestic violence funding. These programs meet quarterly to discuss challenges, share resources, and provide domestic violence related training to members.
- 1.25.1 “Local Safe Home Network” is essentially an alliance of businesses, agencies, and individuals in a community who have come together to break the cycle of abuse and strengthen the network of support for survivors.
- 1.26 “SHN” means Safe Home Network.
- 1.27 “Secondary prevention” is defined as identifying risk factors or problems that may lead to future family, domestic or dating violence, and taking the necessary actions to eliminate the risk factors and the potential problem. It may include, but is not limited to, healing services for children and youth who have been exposed to domestic or dating violence, home visiting programs for high-risk families, and screening programs in

SCOPE OF WORK

RFGA NO. ADHS17-00007055

health care settings.

- 1.28 “Shall or Must” indicates a mandatory requirement. Failure to meet these mandatory requirements may result in the rejection of an Application as non-responsive.
- 1.29 “Shelter” is defined as the provision of temporary refuge in conjunction with supportive services in compliance with applicable State or Tribal law or regulations governing the provision, on a regular basis, of shelter, safe homes, meals, and supportive services to victims of family violence, domestic violence, or dating violence, and their dependents. This definition also includes emergency shelter and immediate shelter, which may include housing provision, short-term rental assistance, refuge, or lodging in properties that could be individual units for families and individuals (such as apartments) in multiple locations around a local jurisdiction, Tribe/reservation, or State; such properties are not required to be owned, operated, or leased by the program. Temporary refuge includes a residential service, including shelter and off-site services such as hotel or motel vouchers or individual dwellings, which is not transitional or permanent housing, but must also provide comprehensive supportive services. The mere act of making a referral to shelter or housing shall not in itself be considered provision of shelter. Should other jurisdictional laws conflict with this definition of temporary refuge, the definition which provides more expansive housing accessibility governs.
- 1.30 “Trauma-Informed Practice” involves understanding and responding to the symptoms of chronic interpersonal trauma and traumatic stress across the multiple domains including behavioral and mental health sequelae of trauma. Services must also be provided on a voluntary basis; receipt of emergency shelter or housing must not be conditioned on participation in supportive services. (Section 10408(d)(2))
- 1.31 “Underserved Area” is a geographic area in which there are limited services being provided to victims of domestic violence. The geographic area may include a school district, town, city, or county area.
- 1.32 “Underserved Populations” is defined as populations who face barriers in accessing and using victim services, and includes populations underserved because of geographic location (such as rural isolation), religion, sexual orientation, gender identity, underserved racial and ethnic populations, populations underserved because of special needs (such as language barriers, disabilities, immigration status, and age); lesbian, gay, bisexual, transgender, or questioning (LGBTQ) individuals; at-risk youth. Individuals with criminal histories due to victimization and individuals with substance use disorders and mental health issues are also included in this definition. The reference to racial and ethnic populations is primarily directed toward racial and ethnic minority groups (as defined in [section 1707\(g\) of the Public Health Service Act \(42 U.S.C. 300\(u-6\)\(g\)\)](#), which means American Indians (including Alaska Natives, Eskimos, and Aleuts); Asian American; Native Hawaiians and other Pacific Islanders; Blacks and Hispanics. The term “Hispanic” or “Latino” means individuals whose origin is Mexican, Puerto Rican, Cuban, Central or South American, or any other Spanish-speaking country.
- 1.33 “Un-served Area” is a geographic area in which there are no domestic violence services or prevention education provided.
- 1.34 “Urban Areas of AZ” is defined by [ARS 36-2171](#) either of the following:
- 1.34.1 A county with a population of more than four hundred thousand persons according to the most recent United States decennial census; and
- 1.34.2 A census county division with more than fifty thousand persons in a county with a population of four hundred thousand or less persons according to the most recent United States decennial census.
- 1.35 “Voluntary Services” means having no conditions on the receipt of emergency shelter requirements. It reinforces that services must be voluntary and no conditions can be imposed on receipt of emergency shelter.
- 1.36 “Youth Related Support Services” indicates approaches to help young people navigate the challenges of victimization by offering continuous comprehensive support from adults, education on topics such as increasing feelings of self-worth, safety awareness, healthy relationships and coping skills which provide an opportunity to develop the skills needed to help cope with current and future situations. Youth related support

SCOPE OF WORK

RFGA NO. ADHS17-00007055

programs build assets for young people that both protect and motivate.

1.37 “Culturally Specific Organizations” are created by and for specific cultural communities with an emphasis on providing culturally relevant services to populations that have been marginally served and/or underserved.

1.38 “Comprehensive” is defined as “including many, most, or all”.

SCOPE OF WORK

RFGA NO. ADHS17-00007055

2. Background

- 2.1 ADHS BWCH oversees the Domestic Violence Prevention, Education and Services Program which includes the FVPSA grant. For more information on the specific programs, visit www.azdhs.gov/phs/BWCH/.
- 2.2 The BWCH created the SHN with the purpose of assisting and supporting the establishment, maintenance, and expansion of programs and projects to prevent incidents of family violence and to provide immediate shelter and related assistance for victims of family violence and their dependents that meet the needs of all victims, including those in underserved communities in Arizona. This guidance promotes networking and collaboration among domestic violence service providers, social service providers and other community minded groups involved with domestic violence issues.
- 2.3 This is the first RFGA that includes FVPSA funding for supportive services that is not linked to shelter services.

3. Award Information

- 3.1 ADHS BWCH has been authorized the distribution of federal funding for the FVPSA. FVPSA was first implemented in FY 1986 and was most recently amended by the [CAPTA Reauthorization Act of 2010 \(Public Law \(Pub. L.\) 111-320\)](#). The purpose of this legislation is designed to assist States in their efforts to support the establishment, maintenance, and expansion of programs and projects:
 - 3.1.1 To prevent incidents of family violence, domestic violence, and dating violence;
 - 3.1.2 To provide immediate shelter, supportive services, and access to community-based programs for victims of family violence, domestic violence, or dating violence, and their dependents; which may include paying for the operating and administrative expenses of the facilities for a shelter; and
 - 3.1.3 To provide specialized services for children exposed to family violence, domestic violence, or dating violence, underserved populations, and victims who are members of racial and ethnic minority populations.
- 3.2 Approximately \$1,790,651.00 will be available for domestic violence services programs for each twelve (12) month period. The total grant period is five (5) years from July 1, 2017 through June 30, 2022, depending upon available and additional awards issued from FVPSA. It is the intent of BWCH to fund a variety of programs and geographic locations that address strategies for the priority areas. Budgets will be reviewed annually and may be adjusted accordingly based on the changes in award allocations from the funding source, failure to meet objectives proposed to be served, or programs not spending budgeted funds efficiently.
- 3.3 Effective July 1, 2017, seventy percent (70%) of the funds distributed shall be used for the primary purpose of providing immediate shelter and comprehensive supportive services to adult and youth victims of family violence, domestic violence, or dating violence, and their dependents; twenty-five percent (25%) of the funds shall be used for the purpose of providing comprehensive supportive services and prevention services. The remaining five percent (5%) will be used for state administrative funds.
- 3.4 BWCH intends to assist domestic violence service providers in establishing, maintaining, and expanding programs and projects to prevent family violence and to provide immediate shelter and related assistance for victims of family violence and their dependents across Arizona. Priority funding will be given to culturally specific organizations that can meet unique needs including culturally and linguistically appropriate services to racial and ethnic minority groups in marginally served and/or underserved populations.
- 3.5 Funds awarded to Grantees shall be used for:
 - 3.5.1 Assistance in developing safety plans and supporting efforts of victims of family violence, domestic violence, or dating violence to make decisions related to their ongoing safety and well-being (Section

SCOPE OF WORK

RFGA NO. ADHS17-00007055

10408(b)(1)(B));

- 3.5.2 Provision of individual and group counseling, peer support groups, and referral to community-based services to assist family violence, domestic violence, and dating violence victims, and their dependents, in recovering from the effects of the violence ([Section 10408\(b\)\(1\)\(C\)](#));
- 3.5.3 Provision of services, training, technical assistance, and outreach to increase awareness of family violence, domestic violence, and dating violence, and increase the accessibility of family violence, domestic violence, and dating violence services ([Section 10408\(b\)\(1\)\(D\)](#));
- 3.5.4 Provision of culturally and linguistically appropriate services (Section 10408(b)(1)(E));
- 3.5.5 Provision of services for children exposed to family violence, domestic violence, or dating violence, including age-appropriate counseling, supportive services, and services for the non-abusing parent that support that parent's role as a caregiver, which may, as appropriate, include services that work with the non-abusing parent and child together ([Section 10408\(b\)\(1\)\(F\)](#));
- 3.5.6 Provision of advocacy, case management services, and information and referral services concerning issues related to family violence, domestic violence, or dating violence intervention and prevention, including:
 - 3.5.6.1 Assistance in accessing related federal and state financial assistance programs;
 - 3.5.6.2 Legal advocacy to assist victims and their dependents;
 - 3.5.6.3 Medical advocacy, including provision of referrals for appropriate health care services (including mental health, alcohol, and drug abuse treatment), which does not include reimbursement for any health care services;
 - 3.5.6.4 Assistance locating and securing safe and affordable permanent housing and homelessness prevention services;
 - 3.5.6.5 Transportation, child care, respite care, job training and employment services, financial literacy services and education, financial planning, and related economic empowerment services; and
 - 3.5.6.6 Parenting and other educational services for victims and their dependents ([Section 10408\(b\)\(1\)\(G\)](#)).
- 3.5.7 Provision of prevention services, including outreach to underserved populations ([Section 10408\(b\)\(1\)\(H\)](#)).
- 3.5.8 Provision, on a regular basis, of immediate shelter and related supportive services to adult and youth victims of family violence, domestic violence, or dating violence, and their dependents, including paying for the operating and administrative expenses of the facilities for such shelter ([Section 10408\(b\)\(1\)\(A\)](#)).
- 3.6 Grantees shall meet the matching requirements in [Section 10406\(c\)\(4\)](#). The Grantees carrying out the program or project for which the grant is awarded, will make available non-federal contributions in an amount that is not less than one dollar (\$1) for every five dollars (\$5) (i.e., 20%) of federal funds provided under the grant.
 - 3.6.1 This match may be cash and in-kind services including donated or volunteer services, donated supplies, loaned equipment or use of space, etc.

SCOPE OF WORK

RFGA NO. ADHS17-00007055

4. Funding Opportunity Eligibility

Local public agency, or a nonprofit private organization (including faith-based and charitable organizations, community-based organizations, Tribal organizations, and voluntary associations), that has as its project's primary purpose the operation of shelters and comprehensive supportive services for victims of domestic violence and their dependents; or has as its project's primary purpose counseling, advocacy, or self-help services to victims of domestic violence in Arizona are eligible to apply. Non-profit agencies are classified as 501(c) 3 by the Internal Revenue Service.

5. Funding Restrictions

The Consolidated Appropriations Act, 2016, (Title VII, General Provisions – Government-Wide), limits the salary amount that may be awarded and charged to ACF grants and cooperative agreements. Award funds issued under this announcement may not be used to pay the salary, or any percentage of salary, to an individual at a rate in excess of Executive Level II. The Executive Level II salary of the "Rates of Pay for the Executive Schedule" is \$185,100. This amount reflects an individual's base salary exclusive of fringe benefits and any income that an individual may be permitted to earn outside of the duties of the applicant organization. This salary limitation also applies to sub-awards/subcontracts under an ACF mandatory and discretionary grant

6. ADHS Program Goals

6.1 The SHN strives to:

- 6.1.1 Improve accessibility to temporary emergency safe shelter and/or related assistance and comprehensive support to victims of domestic violence and their families;
- 6.1.2 Develop and maintain strong community collaborations and partnerships to address domestic violence issues and services; and
- 6.1.3 Reduce domestic violence through prevention, early intervention and education.

6.2 The following six (6) priority areas shall be addressed through the Safe Home Network:

- 6.2.1 Increase safety for victims of domestic violence and their families;
- 6.2.2 Increase related services available to domestic violence victims and their families by service collaboration and coordination among key guiding stakeholders;
- 6.2.3 Increase comprehensive support services for children who have either witnessed and/or experienced domestic violence;
- 6.2.4 Increase awareness and understanding of the prevalence and incidence of domestic violence in Arizona;
- 6.2.5 Increase availability and access to shelter and comprehensive supportive services; and
- 6.2.6 Increase availability and access to culturally and linguistically appropriate services.

7. Program Implementation

7.1 The BWCH will fund the development and implementation of community-based, multi-faceted, comprehensive programs that will target the problems facing un-served and underserved populations experiencing or at-risk of domestic violence in Arizona with the following parameters:

- 7.1.1 Grantees shall include specific strategies to address un-served and underserved populations experiencing or at-risk for violence in their relationships. Given documented difficulties racial and

SCOPE OF WORK

RFGA NO. ADHS17-00007055

ethnic groups have in accessing domestic violence services, providers and systems must address cultural competence to narrow those gaps. Cultural competence encompasses specific knowledge, skills, and attributes that are critical at all levels. Cultural competence requires that you, your staff, and your policies embody its attributes. Implementing training on cultural competence is another key element;

- 7.1.2 Grantees shall utilize methods that are appropriate for the demographics and particular characteristics of their community to achieve program standards and outcomes. Grantees will have the flexibility to implement the program in a manner that fits their community. The BWCH works to assure that differences in culture, family structure, personal and family values and resources are respected among communities throughout the state;
- 7.1.3 Both shelter and supportive services shall both be included when providing shelter. However, the receipt of supportive services must be accepted voluntarily and no condition may be applied for the receipt of emergency shelter, such as, but not limited to counseling, parenting classes, mental health or substance use disorders treatment, pursuit of specific legal remedies, or life skill classes. Such requirements not only impede on the basic human need for access to shelter, but could also limit access to lifesaving shelter and services and have the potential of contradicting best practices related to trauma informed practice. Additionally, programs cannot impose conditions for admission to shelter by applying inappropriate screening mechanisms, such as criminal background checks, sobriety requirements, requirements to obtain specific legal remedies, or mental health or substance use screenings. An individual's or family's stay in a shelter cannot be conditioned upon accepting or participating in services. Nothing in these requirements prohibits a shelter operator from adopting reasonable policies and procedures reflecting field based best practices, to ensure that persons receiving services are not currently engaging in illegal drug use, if that drug presents a danger to the safety of others, creates an undue hardship for the shelter operator, or results in unsafe behavior; and
- 7.1.4 The definitions of family and domestic violence encompass same-sex marriage and spouses consistent with the Supreme Court's decision in Obergefell v. Hodges (2015), which held that same-sex marriages are entitled to equal treatment under the law. All FVPSA-funded grantees are required to serve program recipients regardless of whether an individual may be married to a person of the opposite or same sex. Please note that this guidance is not a change in previous grantee guidance as survivors of intimate partner violence, regardless of marital status, have always been eligible for FVPSA-funded services and programming.

8. Areas of Service

The funds shall be delivered to domestic violence service providers statewide to un-served or underserved areas across the state of Arizona with priority funding given to programs that serve geographically rural areas in Arizona; anticipated distribution is approximately seventy percent (70%) of the funds to rural providers and thirty percent (30%) to urban providers.

9. Additional Funding Requirements

The funding for this program shall also include the following:

- 9.1 Programmatic accessibility for un-served and underserved victims and their families regardless of actual or perceived sexual orientation, gender identity, or immigration status. No identity or citizenship documentation is required to provide services to an individual;
- 9.2 A plan to ensure effective communication and equal access created by Grantee to include:
 - 9.2.1 How to identify and communicate with individuals with Limited English Proficiency, and how to identify and properly use qualified interpretation and translation services, and taglines; and
 - 9.2.2 How to take appropriate steps to ensure that communications with applicants, participants,

SCOPE OF WORK

RFGA NO. ADHS17-00007055

beneficiaries, members of the public, and companions with disabilities are as effective as communications with others; and furnish appropriate auxiliary aids and services where necessary to afford qualified individuals with disabilities, including applicants, participants, beneficiaries, and members of the public, an equal opportunity to participate in, and enjoy the benefits of, a service, program, or activity. Auxiliary aids and services include qualified interpreters and large print materials;

- 9.3 Comparable services to victims regardless of actual or perceived sex, including gender identity. This includes not only providing access to services for male victims of family, domestic, and dating violence, but also making sure not to limit services for victims with adolescent children (up to the age of majority) on the basis of actual or perceived sex, including gender identity. Victims and their minor children must be sheltered or housed together, regardless of actual or perceived sex, including gender identity, unless requested otherwise or unless the factors or considerations require an exception to this general rule;
- 9.4 If sex segregation or sex-specific programming is essential to the normal or safe operation of the program, nothing shall prevent any such program or activity from consideration of an individual's sex. In such circumstances, Grantees may meet the requirements by providing comparable services to individuals who cannot be provided with the sex-segregated or sex-specific programming, including access to a comparable length of stay, supportive services, and transportation as needed to access services;
- 9.5 Transgender and gender nonconforming individuals shall have equal access to FVPSA-funded shelter and nonresidential programs. Programmatic accessibility for transgender and gender nonconforming survivors must be afforded to meet individual needs to the same extent as those provided to all other survivors;
- 9.6 Personally identifying information (PII) data shall not be shared with a third party, regardless of encryption, hashing, or other data security measures, without a written, time-limited release. Nothing in this section prohibits a grantee where mandated or expressly permitted by the State or Indian Tribe, from reporting abuse and neglect, as those terms are defined by law, or from reporting imminent risk of serious bodily injury or death of the victim or another person. Tribal governments may determine how to maintain the safety and confidentiality of shelter locations. Each shelter decides whether or not they want to be confidential locations.

10. Scope of Services

- 10.1 The Grantee's proposed Logic Model shall be incorporated into the Scope of Work upon award;
- 10.2 The Grantee shall:
 - 10.2.1 Implement programs following the guidelines provided in the Scope of Work section of this solicitation,
 - 10.2.2 Provide immediate shelter and comprehensive supportive services to adult and youth victims of family violence, domestic violence, or dating violence, and their dependents; and/or provide comprehensive supportive services and prevention services, and
 - 10.2.3 Attend a one (1) day in-person training for Grantee Orientation Meeting.

11. Deliverables

Grantee shall submit to ADHS activity reports (e.g. programmatic, financial, etc.). These reports will be discussed in detail at the mandatory Grantee Orientation Meeting. Reports to be submitted are as follows:

- 11.1 Quarterly Statistical Reports (Exhibit 1) due on or before the 15th day of the month following the end of each quarter;
- 11.2 Contractor's Expenditure Report (CER) (Exhibit 2) with supporting documents due monthly on or before the 15th day of the following the month of service;

SCOPE OF WORK

RFGA NO. ADHS17-00007055

- 11.3 Labor Activity Report (LAR) (Exhibit 3) with all CERs for employees who are split funded (i.e. whose salaries are paid through multiple funding sources); an electronically-generated time card is acceptable if it contains the same information as Exhibit 3;
- 11.4 Labor Activity Certification (Exhibit 4) due in January and July of each year for all employees who are funded 100% by this Grant; and
- 11.5 Other program evaluation reports deemed necessary due on dates as requested;
 - 11.5.1 The name, contact information and resumes of program staff, if replaced, are due within fifteen (15) days of hire;
 - 11.5.2 A signed document stating receipt of the Policy and Procedure Manual and the Accounting and Auditing Procedures manual within thirty (30) days of Grant award;
 - 11.5.3 A revised Logic Model and Budget Justification form by January 30th of each year.

12. Approval

The following items require approval by ADHS:

- 12.1 All deliverables listed above, and all changes or updates to the deliverables;
- 12.2 All marketing materials (brochures, posters, public service announcements, videos, etc.) paid for with the funds from this Grant award prior to printing of such materials;
- 12.3 Line item budget moves exceed ten percent (10%) of the total budget during the Grant period;
- 12.4 All out-of-state travel prior to arranging travel;
- 12.5 Prior to purchasing equipment (i.e., lap tops, projectors, printers, etc.). Equipment shall be Inventoried and tagged ADHS Inventory and Control within thirty (30) days of purchase.

13. State Provided Items

- 13.1 All documents referenced to this Grant can be accessed by visiting:

<http://azdhs.gov/prevention/womens-childrens-health/index.php#domestic-violence-rfga>

14. Requirements

The Grantee shall:

- 14.1 Provide adequate staff personnel who are experienced in domestic violence issues, capable of and devoted to the successful accomplishment of projects performed under this Grant;
- 14.2 Assign experienced individuals to project positions. New staff shall need training specific to domestic violence and the job duties/expectations to meet Grant requirements:
 - 14.2.1 Key management personnel working within the program and with victims experiencing domestic violence shall demonstrate a minimum one (1) year of experience working with victims of domestic violence or related educational experience, and
 - 14.2.2 Key direct service personnel working within the program and with victims experiencing domestic violence shall complete the *Sharing Experience: From Domestic Violence in Our Homes to Peace in Our Communities*, offered by the Arizona Coalition Against Domestic Violence PLUS a

SCOPE OF WORK

RFGA NO. ADHS17-00007055

minimum of twenty (20) hours of domestic violence related training each year of Grant award. At least five (5) of the required hours must be related to children and domestic violence issues. At least two (2) of the required hours shall be in cultural competency. Ten (10) of the required twenty (20) hours shall be from sources/entities outside the applicant agency. Training documentation is to be kept in the personnel file;

- 14.3 Maintain records of services provided to clients, follow-ups, where indicated, to determine if services to which clients were referred were received. Document barriers to care, and identify needs that cannot be met through the resources available (gaps) in the resource network;
- 14.4 Attend SHN contractor meetings as scheduled by the host Grantee and ADHS program manager;
- 14.5 Administer Client Satisfaction Survey and report outcome data for:
 - 14.5.1 Shelter services to include outcome data for the following three (3) items:
 - 14.5.1.1 Because of my shelter experience I feel I know more ways to plan for my safety,
 - 14.5.1.2 Because of my shelter experience I feel I know more about community resources, and
 - 14.5.1.3 Because of my shelter experience I feel my personal safety has improved.
 - 14.5.2 Support services to include outcome data for the following three (3) items:
 - 14.5.2.1 Because of Support Services I feel I know more ways to plan for my safety,
 - 14.5.2.2 Because of Support Services I feel I know more about community resources, and
 - 14.5.2.3 Because of Support Services I feel my personal safety has improved.
- 14.6 Adhere to the requirements and guidelines as set forth in the SHN Policy and Procedure manual, and are responsible for incorporating any policy changes into their operations;
- 14.7 Work with ADHS to implement an ADHS evaluation design as necessary. The individual grantee evaluation piece of the Logic Model will be required and is separate from any evaluation that will be funded directly by ADHS. Grantee will adhere to the quarterly reporting requirements as part of the program evaluation process;
- 14.8 Maintain and utilize secured storage space for confidential client and personnel information;
- 14.9 Utilize a computer based tracking system from which required reports shall be generated;
- 14.10 Maintain current required operating licenses, permits and certificates issued by the State, County and/or municipalities in which the shelter is located;
- 14.11 Establish and follow written client grievance procedures that include advising all applicants for and recipients of services of their right, at any time and for any reason, to present to Grantee and to ADHS of any grievances arising from the delivery of services;
- 14.12 Observe and abide by all applicable State and Federal statutes, rules and regulations regarding the use or disclosure of information including, but not limited to, information concerning applicants for and recipients of services. To the extent permitted by law, the Grantee shall release information to ADHS and Attorney General's Office as required by law or upon their requests;
- 14.13 Comply and ensure that all of Grantee's employees, independent contractors, sub-grantees, volunteers and

SCOPE OF WORK

RFGA NO. ADHS17-00007055

other agents comply with, all applicable (current and future) legal requirements relating to fingerprinting, fingerprint clearance cards, certifications regarding pending or past criminal matters, and criminal records checks that relate to Grant performance;

- 14.13.1 Applicable legal requirements relating to fingerprinting, certification, and criminal background checks may include, but are not limited, to the following: A.R.S. §§ 36-594.01, 36-3008, and 41-1964. All applicable legal requirements relating to fingerprinting, fingerprint clearance cards, certifications regarding pending or past criminal matters, and criminal records checks are hereby incorporated in their entirety as provisions of this contract. The Grantee is responsible for knowing which legal requirements relating to fingerprinting, fingerprint clearance cards, certifications regarding pending or past criminal matters, and criminal records checks relate to Grant performance.
- 14.14 Ensure that Federally recognized Indian tribes may submit to ADHS certifications that state that no personnel who are employed or who will be employed have been convicted of, have admitted committing, or are awaiting trial on any offense as described in A.R.S. § 46.321 (as may be amended); and
- 14.15 Provide a valid Certificate of Insurance (COI) that meets the written specifications in the Special Terms and Conditions within ten (10) days of Grant Award, and maintained throughout the life of the Grant. The ADHS will not be able to issue a Purchase Order for the commencement of services without a current and valid COI in the Grant file.
- 14.16 Develop/maintain a local Safe Home Network.

SPECIAL INSTRUCTIONS TO APPLICANTS

RFGA NO. ADHS17-00007055

1. Pre-Application Conference

Prospective Applicants are invited to attend a Pre-Application Conference. Attendance is not required, however, attendance is recommended. The date, time and location of this Conference are indicated on the cover page. The intent of this Conference is to clarify the contents of this RFGA in order to prevent any misunderstanding of ADHS' position. Any doubt as to the requirements of this RFGA or any apparent omission or discrepancy should be presented to ADHS at this Conference. ADHS will then determine the appropriate action necessary, if any, and if necessary ADHS will issue a written amendment to the RFGA. Oral statements or instructions made at this Conference shall not constitute an amendment to this RFGA.

2. Instructions to Prepare, Complete and Submit the Application

2.1 An electronic copy of the Application shall be submitted in the ProcureAZ e-procurement system as attachments in the acceptable format specified below. Acceptable formats include .doc document (MicrosoftWord 2000, XP, or 2003), xls spreadsheet (Microsoft Excel 2000, XP, or 2003) and .pdf (Adobe Acrobat portable documents format). Applicants shall copy ProcureAZ Attachments to their own computer, save the information entered, and submit the completed information as a new, appropriately re-named Attachment in ProcureAZ. ProcureAZ will not save information entered directly on the Attachments.

2.2 Application documents shall be single sided, typed using NewTimes Roman or Arial 10-point font and single spaced. The material should be in sequence, organized as outlined below and related to the RFGA. Failure to include the requested information/documents may have a negative impact on the evaluation of the Applicant's submission.

2.3 On each page of the Application documents, insert a Footer that specifies: Name of the Applicant, Name of the Attachment, the Solicitation Number and Page Number. ADHS will not provide any reimbursement for the cost of development in response to this RFGA.

2.4 **Applicants shall visit <http://azdhs.gov/prevention/womens-childrens-health/index.php#domestic-violence-rfga> to view the Exhibits and Attachments referenced to this Solicitation. Applicants shall download and complete Attachments D through K, and submit in the 'Attachment Tab' in ProcureAZ as part of the Application packet.**

2.4.1 Exhibits are documents only for informational purposes. They are not to be submitted as part of the Grant Application. The following Exhibits are included in the Solicitation:

- 2.4.1.1 Exhibit One (1) - Quarterly Statistical Report,
- 2.4.1.2 Exhibit Two (2) - Contractor's Expenditure Report,
- 2.4.1.3 Exhibit Three (3) - Labor Activity Report, e.g. see Exhibit 3A
- 2.4.1.4 Exhibit Four (4) - Labor Activity Certification;

2.4.2 Attachments are documents that shall be completed and included as part of the Grant Application. The following attachments are included in the Solicitation:

- 2.4.2.1 Revised Attachment D - Applicant's Narrative Responses,
- 2.4.2.2 Revised Attachment E(1) & E(2) – Logic Model Matrix,
- 2.4.2.3 Attachment F- Implementation Plan,
- 2.4.2.4 Revised Attachment G – Key Stakeholders/Partners,
- 2.4.2.5 Attachment H – List of Other Funding Sources,

SPECIAL INSTRUCTIONS TO APPLICANTS

RFGA NO. ADHS17-00007055

- 2.4.2.6 Revised Attachment I (1) & I (2) - Budget worksheet,
 - 2.4.2.7 Attachment J – Civil Rights Compliance Checklist,
 - 2.4.2.8 Attachment K – Notices, Correspondences and Payments to Grantee.
- 2.5 **The Application shall include at least the following information/documents and upload as one (1) attachment in the “Attachment Tab” in ProcureAZ. On each page of the Application documents, insert a footer that specifies Name of the Applicant, the Solicitation Number and Page Number. All Attachments must be completed before submission:**
- 2.5.1 Table of Contents for entire Application with page numbers,
 - 2.5.2 Attachment A - Grant Offer and Acceptance,
 - 2.5.3 Attachment B - Designation of Confidential, Trade Secret & Proprietary Information,
 - 2.5.4 Attachment C - Participation if Boycott of Israel
 - 2.5.5 Revised Attachment D - Applicant’s Narrative Responses,
 - 2.5.6 Revised Attachment E (2) – Logic Model Matrix,
 - 2.5.7 Attachment F – Implementation Plan,
 - 2.5.8 Revised Attachment G – Key Stakeholders / Partners,
 - 2.5.9 Attachment H – List of Other Funding Sources,
 - 2.5.10 Revised Attachment I (2) – Budget worksheet,
 - 2.5.11 Attachment J - Civil Rights Compliance Checklist
 - 2.5.12 Attachment K – Notices and Payments to Grantee,
 - 2.5.13 Letters of Support – Submit a total of three (3) Letters of Support per application in any combination e.g. one (1) for Shelter Service and two (2) for Supportive Services, or three (3) for any of the categories below, as follows:
 - 2.5.13.1 Shelter Service: Letters of Support from community organizations/agencies that have referred clients to the Applicant’s services. Letters shall include detail on what services Applicant provides and how the clients have benefited from the services received. Letters need to be on the community organization’s/agency’s letterhead and signed by an authorized representative; or
 - 2.5.13.2 Supportive Services: Letters of Support from community organizations/agencies that have referred clients to the Applicant. Letters shall include a description of what gaps the Applicant meets that cannot be met by the referring agency. Letters need to be on the community organization’s/agency’s letterhead and signed by an authorized representative.
- 2.6 **To successfully submit an Application, complete the “Items Tab” in ProcureAZ. The information required to be input is the “Total” amount from Attachment I (2), Budget Worksheet. This must be entered in order to submit your Application. This Budget Worksheet Amount is the amount requested from ADHS for these services.**

SPECIAL INSTRUCTIONS TO APPLICANTS

RFGA NO. ADHS17-00007055

3. Application Opening

Applications received by the due date and time stated in the solicitation will be opened in ProcureAZ. The name of each Applicant will be publicly available. Applications submitted outside of ProcureAZ or those that are received after the due date and time shall be rejected. Applications will not be subject to public inspection until after Grant award.

4. Evaluation Criteria

Grant Applications will be evaluated according to the Grant requirements per A.R.S. §41-2702 F. Applications will be evaluated based on the information provided for the following:

- 4.1 Applicant's Narrative Responses – Attachment D;
- 4.2 Logic Model Matrix Responses – Attachment E2
- 4.3 Implementation Plan – Attachment F;
- 4.4 Key Stakeholders/Partners – Attachment G;
- 4.5 Budget worksheet – Attachment I (2) (Provide justification and breakout of every expense category and resumes for staff proposed to be funded in this application);
- 4.6 Civil Rights Compliance Checklist – Attachment J; and
- 4.7 Letters of Support.

5. Questions

All questions regarding this solicitation shall be submitted within the ProcureAZ using the Q & A tab no later than seven (7) calendar days prior to the solicitation due date.

6. Discussion

ADHS reserves the option to conduct discussions with Applicants. The purpose of these discussions will be to provide clarification and to assure full understanding of and responsiveness to the Application requirements. If discussions are conducted, Applicants will be invited to modify their Applications. ADHS reserves the right to award Grants for less than the proposed amount. It is the intent of BWCH to fund a variety of projects throughout Arizona. Emphasis will be placed on providing services to as many geographical areas as possible.

7. Application Acceptance Period

To be eligible for a Grant award, Application cost estimates must be held open for one-hundred twenty (120) days

8. Authorized Signature

- 8.1 For any document that requires the Applicant's signature, the signature provided shall be that of the Owner, Partner or Corporate Officer duly authorized to sign Grant Applications. Additionally, if requested by ADHS, disclosure of ownership information shall be submitted.
 - 8.1.1 Privately Owned: The Owner must sign the Grant Application;
 - 8.1.2 Partnership: A Partner must sign the Grant Application; and
 - 8.1.3 Corporation: A duly authorized Corporate Officer must sign the Grant Application.

SPECIAL INSTRUCTIONS TO APPLICANTS

RFGA NO. ADHS17-00007055

- 8.2 If a person other than these specified individuals signs the Grant Application, a Power of Attorney indicating the employee's authority must accompany the Grant Application. All addenda to the Grant Application shall be signed by the authorized individual who signed the Grant Application except that they may be signed by a duly authorized designee.

9. Application Status

- 9.1 Upon submission, all Application documents become the property of the State of Arizona and as such become subject to public disclosure. All information will be deemed not to be proprietary or confidential.
- 9.2 If an Applicant believes that their Application contains information that should be withheld from public disclosure, it *must* be clearly marked "**Confidential/Proprietary**" on every page.
- 9.3 A statement advising the Procurement Officer of this fact and explaining the reasons for confidentiality shall accompany the Application. The Applicant shall stamp or specifically identify all information believed to be confidential. It is the responsibility of the Applicant to explain the basis for its claim that the information is confidential.
- 9.4 The information identified by the Applicant as confidential shall not be disclosed until the State Government Administrator (or his/her designee) makes a written determination. The Administrator shall review the statement and information and shall determine in writing whether the information shall be withheld. If the Administrator determines the information is not confidential, the Administrator shall inform the Applicant in writing of such determination.

TERMS AND CONDITIONS

RFGA NO. ADHS17-00007055

1. Grant Term.

This Grant shall commence on July 1, 2017 or upon award of signature by the State Government Administrator, whichever occurs later, and shall remain in effect for five (5) years unless terminated, canceled, or otherwise provided herein. The term of the Grant shall not exceed five (5) years.

2. Grant Reimbursement.

Payments are based on Cost Reimbursement.

3. Grant Amendments.

Any change in this Grant, including the Scope of Work and/or Logic Model, shall only be accomplished by a formal, written Amendment, signed by the State Government Administrator. Any such amendment shall be within the scope of the Grant and shall specify the change; any increase or decrease in Grant amount and the effective date of the change. The Grantee expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts and oral communications by or from any person, shall be used or construed as an amendment to this Grant.

4. Commencement of Work.

All work to be performed under this Grant must commence within ninety (90) days of award. Work shall not be performed without a valid Purchase Order.

5. Scope of Services

Grantee shall provide all services and deliverables as required, and shall meet all services and deliverables as specified in this Grant. Grantee shall also comply with all the Terms and Conditions described and detailed herein.

6. Key Personnel.

It is essential that the Grant provide adequate experienced key personnel, capable of and devoted to the successful accomplishment of work to be performed under this Grant. The Grantee shall agree to assign specific individuals to the key positions of responsibility.

6.1 The Grantee agrees that, once assigned to work under this Grant, key personnel shall not be removed or replaced without written notice to ADHS Program Manager.

6.2 Key personnel who are not available for work under this Grant for a continuous period exceeding thirty (30) calendar days, or are expected to devote substantially less effort to the work than initially anticipated, the Grantee shall immediately notify the ADHS Program Manager, and shall, subject to the concurrence of the ADHS, replace such personnel with personnel of substantially equal ability and qualifications.

7. Cancellation for Conflict of Interest

Pursuant to A.R.S. § 38-511, the State may cancel this Grant within three (3) years after Grant execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Grant on behalf of the State is or becomes at any time while the Grant or an extension of the Grant is in effect an employee of or a consultant to any other party to this Grant with respect to the subject matter of the Grant. The cancellation shall be effective when the Grantee receives written notice of the cancellation unless the notice specifies a later time. If the Grantee is a political subdivision of the State, it may also cancel this Grant as provided in A.R.S. § 38-511.

TERMS AND CONDITIONS

RFGA NO. ADHS17-00007055

8. Suspension or Debarment Status.

If the firm, business or person submitting this Application has been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a Grantee with any Federal, State or local government or if any such preclusion from participation from any public procurement activity is currently pending, the Applicant shall fully explain the circumstances relating to the preclusion or proposed preclusion in the Application. The Applicant shall include a letter with its Application setting forth the name and address of the governmental unit, the effective date of this suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating to the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances including the details enumerated above shall be provided. The Application of an Applicant who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity shall be rejected.

9. Availability of Funds for the Next Fiscal Year.

Funds may not presently be available for performance under this Grant beyond the current fiscal year. No legal liability on the part of the State for any payment may arise under this Grant beyond the current fiscal year until funds are made available for performance of this Grant. The State shall make reasonable efforts to secure such funds.

10. Audit.

Pursuant to A.R.S. §35-214, at any time during the term of this Grant and five (5) years thereafter, the Grantee's or any subcontractor's books and records shall be subject to audit by the State and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Grant.

11. Information Disclosure.

The Grantee shall establish and maintain procedures and controls that are acceptable to the State for the purpose of assuring that no information contained in its records or obtained from the State or from others in carrying out its functions under the Grant shall be used or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the Grant. Persons requesting such information should be referred to the State. The Grantee also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of Grantee as needed for the performance of duties under the Grant, unless otherwise agreed to in writing by the State.

12. Accounting Requirements.

All financial records shall be maintained and expenditures made in accordance with the Generally Accepted Accounting Principles to permit accurate tracking of funds to a level of expenditure adequate to ensure proper use of funds.

13. Financial Management.

- 13.1 For all Grants, the practices, procedures, and standards specified in and required by the Accounting and Auditing Procedures Manual for the Arizona Department of Health Services funded programs shall be used by the Grantee in the management of Grant funds and by the Department when performing a Grant audit. Funds collected by the Grantee in the form of fees, donations and/or charges for the delivery of these Grant services shall be accounted for in a separate fund.
- 13.2 Federal Funding. Grantees receiving Federal funds under this Grant shall comply with the certified finance and compliance audit provision of the Office of Management and Budget (OMB) Circular A-133, if applicable.

TERMS AND CONDITIONS

RFGA NO. ADHS17-00007055

13.3 State Funding. Grantees receiving State funds under this Grant shall comply with the certified Compliance provisions of A.R.S. §35-181.03.

14. Grant Restrictions.

Applicants will provide a copy of all printed or broadcast media or any other educational materials developed using funds awarded under this Grant to the ADHS Program Manager for approval. Media and/or printed educational materials will adhere to the required wording as follows: "Funded in part by the Bureau of Women's and Children's Health as made available through the Arizona Department of Health Services."

15. Payment.

The Grantee shall submit to ADHS a monthly statement of charges in a form to be provided by ADHS prior to the commencement of services. This form, known as a Contractor's Expenditure Report (CER), shall be submitted for the work completed under an approved program manager in conformance with the price sheet/fee schedule of this Grant.

16. Arizona Substitute/IRS W-9 Form.

In order to receive payment the Grantee shall have a current Arizona Substitute W-9 Form on file with the State of Arizona, unless not required by law.

17. Subcontracts.

The Grantee shall not enter into any subcontract under this Grant for the performance of this Grant without the advance written approval of the ADHS Program Manager and the State Government Administrator. The Grantee shall clearly list any proposed subgrantees and the subgrantee's proposed responsibilities. The subcontract shall incorporate by reference the terms and conditions of this Grant.

18. Licenses.

Grantee shall maintain, in current status, all Federal, State and local licenses and permits required for the operation of the business conducted by the Grantee.

19. Federal Procurement Suspension/Debarment.

All Applicants, upon submittal and signature of their Application, hereby attest and certify that the company has not been debarred or suspended from Federal procurements.

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

The Grantee 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 Grant. Grantee warrants that it will cooperate with the Arizona Department of Health Services (ADHS) in the course of performance of the Grant so that both ADHS and Grantee 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. Grantee will sign any documents that are reasonably necessary to keep ADHS and Grantee in compliance with HIPAA, including, but not limited to, business associate agreements.

If requested by the ADHS Procurement Office, Grantee 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, Grantee agrees to attend or participate in HIPAA training offered by ADHS or to provide written verification that the Grantee has attended or participated in job

TERMS AND CONDITIONS

RFGA NO. ADHS17-00007055

related HIPAA training that is: (1) intended to make the Grantee 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.

21. Offshore Performance of Work Prohibited.

Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and involve access to secure or sensitive data or personal client data shall be performed within the defined territories of the United States. Unless specifically stated otherwise in the specifications, this paragraph does not apply to indirect or 'overhead' services, redundant back-up services or services that are incidental to the performance of the Grant. This provision applies to work performed by subcontractors at all tiers.

22. Arbitration

The parties to this Grant agree to resolve all disputes arising out of or relating to this Grant 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 (Title 41).

23. Authorization for Services

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

24. Pandemic Contractual Performance:

24.1 The State shall require a written plan that illustrates how the Grantee shall perform up to contractual standards in the event of a pandemic. The State may require a copy of the plan at anytime prior or post award of a Grant. At a minimum, the pandemic performance plan shall include:

24.1.1 Key succession and performance planning if there is a sudden significant decrease in Grantee's workforce.

24.1.2 Alternative methods to ensure there are products in the supply chain.

24.1.3 An up to date list of company contacts and organizational chart.

24.2 In the event of a pandemic, as declared the Governor of Arizona, U.S. Government or the World Health Organization, which makes performance of any term under this Grant impossible or impracticable, the State shall have the following rights:

24.2.1 After the official declaration of a pandemic, the State may temporarily void the Grant(s) in whole or specific sections, if the Grantee cannot perform to the standards agreed upon in the initial terms.

24.2.2 The State shall not incur any liability if a pandemic is declared and emergency procurements are authorized by the Director as per A.R.S. 41-2537 of the Arizona Procurement Code.

24.2.3 Once the pandemic is officially declared over and/or the Grantee can demonstrate the ability to perform, the State, at its sole discretion, may reinstate the temporarily voided Grant(s).

TERMS AND CONDITIONS

RFGA NO. ADHS17-00007055

24.2.3 The State, at any time, may request to see a copy of the written plan from the Grantee. The Grantee shall produce the written plan within seventy-two (72) hours of the request

25. Grant Termination:

- 25.1 Cancellation for Conflict of Interest. Pursuant to A.R.S. § 38-511, the State may cancel this Grant within three (3) years after Grant execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Grant on behalf of the State is or becomes at any time while the Grant or an extension of the Grant is in effect an employee of or a consultant to any other party to this Grant with respect to the subject matter of the Grant. The cancellation shall be effective when the Grantee receives written notice of the cancellation unless the notice specifies a later time. If the Grantee is a political subdivision of the State, it may also cancel this Grant as provided in A.R.S. § 38-511.
- 25.2 Gratuities. The State may, by written notice, terminate this Grant, in whole or in part, if the State determines that employment or a Gratuity was Offered or made by the Grantee or a representative of the Grantee to any officer or employee of the State for the purpose of influencing the outcome of the procurement or securing the Grant, an amendment to the Grant, or favorable treatment concerning the Grant, including the making of any determination or decision about Grant 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 Grantee.
- 25.3 Suspension or Debarment. The State may, by written notice to the Grantee, immediately terminate this Grant if the State determines that the Grantee 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. Submittal of an Offer or execution of a Grant shall attest that the Grantee is not currently suspended or debarred. If the Grantee becomes suspended or debarred, the Grantee shall immediately notify the State.
- 25.4 Termination for Convenience. The State reserves the right to terminate the Grant, in whole or in part at any time, when in the best interests of the State without penalty or recourse. Upon receipt of the written notice, the Grantee shall stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the State. In the event of termination under this paragraph, all documents, data and reports prepared by the Grantee under the Grant shall become the property of and be delivered to the State upon demand. The Grantee shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R2-7-701 shall apply.
- 25.5 Termination for Default.
- 25.5.1 In addition to the rights reserved in the Grant, the State may terminate the Grant in whole or in part due to the failure of the Grantee to comply with any term or condition of the Grant, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Grant. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Grantee.
- 25.5.2 Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Grantee under the Grant shall become the property of and be delivered to the State on demand
- 25.5.3 The State may, upon termination of this Grant, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Grant. The Grantee shall be liable to the State for any excess costs incurred by the State in procuring materials or services in substitution for those due from the Grantee.

TERMS AND CONDITIONS

RFGA NO. ADHS17-00007055

25.5.4 Continuation of Performance through Termination. The Grantee shall continue to perform, in accordance with the requirements of the Grant, up to the date of termination, as directed in the termination notice.

26. Non-Discrimination.

The Grantee 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.

27. Federal Immigration and Nationality Act.

The Grantee 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 Grant. Further, the Grantee shall flow down this requirement to all subcontractors utilized during the term of the Grant. The State shall retain the right to perform random audits of Grantee and subcontractor records or to inspect papers of any employee thereof to ensure compliance. Should the State determine that the Grantee 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 Grant for default and suspension and/or debarment of the Grantee.

28. E-Verify Requirements.

In accordance with A.R.S. § 41-4401, Grantee 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.

29. Indemnification

29.1 To the fullest extent permitted by law, Grantee shall defend, indemnify, save and hold harmless the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Grantee or any of its owners, officers, directors, agents, employees or subgrantees. This indemnity includes any claim or amount arising out of, or recovered under, the Workers' Compensation Law or arising out of the failure of such Contractor to conform to any federal, state, or local law, statute, ordinance, rule, regulation, or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Grantee from and against any and all claims. It is agreed that Grantee will be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Grantee agrees to waive all rights of subrogation against the State of Arizona, its officers, officials, agents, and employees for losses arising from the work performed by the Grantee for the State of Arizona.

29.2 This indemnity shall not apply if the Grantee or subgrantee(s) is/are an agency, board, commission or university of the State of Arizona.

30. Insurance Requirements

30.1 Grantee and subgrantees shall procure and maintain, until all of their obligations have been discharged, including any warranty periods under this Grant, insurance against claims for injury to persons or damage to property arising from, or in connection with, the performance of the work hereunder by the Grantee, its agents, representatives, employees or subgrantees..

30.2 The Insurance Requirements herein are minimum requirements for this Grant and in no way limit the indemnity covenants contained in this Grant. The State of Arizona in no way warrants that the minimum

TERMS AND CONDITIONS

RFGA NO. ADHS17-00007055

limits contained herein are sufficient to protect the Grantee from liabilities that arise out of the performance of the work under this Grant by the Grantee, its agents, representatives, employees or subgrantees, and the Grantee is free to purchase additional insurance.

30.3 **MINIMUM SCOPE AND LIMITS OF INSURANCE**: Grantee shall provide coverage with limits of liability not less than those stated below.

30.3.1 Commercial General Liability (CGL) – Occurrence Form

30.3.1.1 Policy shall include bodily injury, property damage, and broad form contractual liability coverage.

30.3.1.1.1 General Aggregate \$2,000,000

30.3.1.1.2 Products – Completed Operations Aggregate \$1,000,000

30.3.1.1.3 Personal and Advertising Injury \$1,000,000

30.3.1.1.4 Damage to Rented Premises \$ 50,000

30.3.1.1.5 Each Occurrence \$1,000,000

30.3.1.2 The policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor.

30.3.1.3 Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

30.3.2 Business Automobile Liability

30.3.2.1 Bodily Injury and Property Damage for any owned, hired, and/or non-owned automobiles used in the performance of this Contract.

30.3.2.1.1 Combined Single Limit (CSL) \$1,000,000

30.3.2.2 Policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by, or on behalf of, the Contractor involving automobiles owned, hired and/or non-owned by the Contractor.

30.3.2.3 Policy shall contain a waiver of subrogation endorsement as required by this written agreement in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

30.3.3 Worker's Compensation and Employers' Liability

30.3.3.1 Workers' Compensation Statutory

30.3.3.2 Employers' Liability

TERMS AND CONDITIONS

RFGA NO. ADHS17-00007055

30.3.3.2.1	Each Accident	\$1,000,000
30.3.3.2.2	Disease – Each Employee	\$1,000,000
30.3.3.2.3	Disease – Policy Limit	\$1,000,000

30.3.3.3 Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

30.3.3.4 This requirement shall not apply to each Contractor or subcontractor that is exempt under A.R.S. § 23-901, and when such Contractor or subcontractor executes the appropriate waiver form (Sole Proprietor or Independent Contractor).

30.4 **Additional Insurance Requirements:**

The policies shall include, or be endorsed to include, as required by this written agreement, the following provisions:

30.4.1 The Grantee's policies shall stipulate that the insurance afforded the Grantee shall be primary and that any insurance carried by the Department, its agents, officials, employees or the State of Arizona shall be excess and not contributory insurance, as provided by A.R.S. § 41-621 (E).

30.4.2 Insurance provided by the Grantee shall not limit the Grantee's liability assumed under the indemnification provisions of this Grantee.

30.5 **Notice of Cancellation:**

For each insurance policy required by the insurance provisions of this Grant, the Grantee must provide to the State of Arizona, within two (2) business days of receipt, a notice if a policy is suspended, voided, or cancelled for any reason. Such notice shall be mailed, emailed, hand delivered or sent by facsimile transmission to (Enter Contracting Agency Representative's Name, Address, and Fax Number Here).

30.6 **Acceptability of Insurers:**

Grantee's insurance shall be placed with companies licensed in the State of Arizona or hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers. Insurers shall have an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Grantee from potential insurer insolvency.

30.7 **Verification of Coverage:**

Grantee shall furnish the State of Arizona with certificates of insurance (valid ACORD form or equivalent approved by the State of Arizona) as required by this Grant. An authorized representative of the insurer shall sign the certificates.

30.7.1 All certificates and endorsements, as required by this written agreement, are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Grant must be in effect at, or prior to, commencement of work under this Grant. Failure to maintain the insurance policies as required by this Grant, or to provide evidence of renewal, is a material breach of Grant.

30.7.2 All certificates required by this Grant shall be sent directly to the Department. The State of Arizona project/contract number and project description shall be noted on the certificate of

TERMS AND CONDITIONS

RFGA NO. ADHS17-00007055

insurance. The State of Arizona reserves the right to require complete copies of all insurance policies required by this Grant at any time.

30.8 **Subgrantees:**

Grantee's certificate(s) shall include all subgrantees as insureds under its policies or Grantee shall be responsible for ensuring and/or verifying that all subgrantees have valid and collectable insurance as evidenced by the certificates of insurance and endorsements for each subgrantee. All coverages for subgrantees shall be subject to the minimum Insurance Requirements identified above. The Department reserves the right to require, at any time throughout the life of the Grant, proof from the Grantee that its subgrantees have the required coverage.

30.9 **Approval and Modifications:**

The Granting Agency, in consultation with State Risk, reserves the right to review or make modifications to the insurance limits, required coverages, or endorsements throughout the life of this contract, as deemed necessary. Such action will not require a formal Grant amendment but may be made by administrative action.

30.10 **Exceptions:**

In the event the Grantee or subgrantee (s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a certificate of self-insurance. If the Grantee or subgrantee(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

31. **Purchase Orders.**

The Grantee shall, in accordance with all terms and conditions of the Grant, fully perform and shall be obligated to comply with all Purchase Orders received by the Grantee prior to the expiration or termination hereof, unless otherwise directed in writing by the ADHS Administrator, including, without limitation, all Purchase Orders received prior to but not fully performed and satisfied at the expiration or termination of this Grant.

32. **Transition Activities**

32.1 Upon termination of this Contract, if ADHS anticipates a continued need for the Contract Services specified herein and a contract is awarded to a new Contractor, there shall be a transition of services period of not less than thirty (30) days. During this period, the existing Contractor shall work closely with the new Contractor, or Contractors, personnel and/or staff to ensure a smooth and complete transfer of duties and responsibilities;

32.2 An authorized representative from ADHS shall coordinate all transition activities. A transition plan will be developed in conjunction with the outgoing Contractor to assist the new Contractor, or Contractors, personnel and/or staff to implement the transfer of duties;

32.3 ADHS reserves the right to determine which projects nearing completion will remain with the current Contractor of record; and

32.4 The Contractor shall return all ADHS equipment, reports, and any other documentation developed during the term of the Contract that ADHS deems necessary to maintain ongoing operations.

33. **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.gov/>**

33.1 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

TERMS AND CONDITIONS

RFGA NO. ADHS17-00007055

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.

34. Contracting; Procurement; Investment; Prohibitions

- 34.1 A public entity may not enter into a contract with a company to acquire or dispose of services, supplies, information technology or construction unless the contract includes a written certification that the company is not currently engaged in, and agrees for the duration of the contract to not engage in, a boycott of Israel.
- 34.2 A public entity may not adopt a procurement, investment or other policy that has the effect of inducing or requiring a person or company to boycott Israel.



**Attachment A
GRANT APPLICATION
RFGA NO. ADHS17-00007055
Domestic Violence Prevention and Services**

Arizona Department of Health Services
150 N. 18th Ave., Suite 280
Phoenix, AZ 85007
(602) 542-1040
(602) 542-1741 Fax

The Undersigned hereby applies and agrees to furnish the materials, service(s) or construction in compliance with all the terms, conditions, specifications, any amendments in the Request and any written exceptions in the Application.

Applicant's Arizona Transaction (Sales) Privilege Tax License Number: _____

Applicant's Federal Employer Identification Number: _____

Applicant's Name

Name of Person Authorized to Sign Application
(Please type or print)

Street Address

Title of Authorized Person

City State Zip Code

Signature of Authorized Person Date

Telephone Number: _____

Facsimile Number: _____

E-Mail Address: _____

Acknowledgement of Amendment(s):
(Applicant acknowledges receipt of amendment(s) to the Request for Grant Application and related documents numbered and dated

Amendment No.	Date	Amendment No.	Date
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

ACCEPTANCE OF APPLICATION AND GRANT AWARD
(For State of Arizona Use Only)


Your Application is hereby accepted as described in the Notice of Award. You are now bound to perform based upon the RFGA and your Application, as accepted by the State.

You are hereby cautioned not to commence any billable work or provide any material or service under this Grant until you receive an executed purchase order, Grant release document, or written notice to proceed, if applicable.

State of Arizona

Awarded this _____ day of _____ 2017

ADHS Chief Procurement Officer

	Attachment B - Designation of Confidential, Trade Secret & Proprietary Information		Arizona Department of Health Services 150 N. 18 th Ave., Suite 280 Phoenix, AZ 85007 (602) 542-1040 (602) 542-1741 Fax
	Solicitation No.: ADHS17-00007055	PAGE 2	
	Description: Domestic Violence Prevention and Services	OF 2	

¶R2-7-103. Confidential Information

- A. If a person wants to assert that a person's offer, specification, or protest contains a trade secret or other proprietary information, a person shall include with the submission a statement supporting this assertion. A person shall clearly designate any trade secret and other proprietary information, using the term "confidential". Contract terms and conditions, pricing, and information generally available to the public are not considered confidential information under this Section.
- B. Until a final determination is made under subsection (C), an agency chief procurement officer shall not disclose information designated as confidential under subsection (A) except to those individuals deemed by an agency chief procurement officer to have a legitimate state interest.
- C. Upon receipt of a submission, an agency chief procurement officer shall make one of the following written determinations:
 - 1. The designated information is confidential and the agency chief procurement officer shall not disclose the information except to those individuals deemed by the agency chief procurement officer to have a legitimate state interest;
 - 2. The designated information is not confidential; or
 - 3. Additional information is required before a final confidentiality determination can be made.
- D. If an agency chief procurement officer determines that information submitted is not confidential, a person who made the submission shall be notified in writing. The notice shall include a time period for requesting a review of the determination by the state procurement administrator.
- E. An agency chief procurement officer may release information designated as confidential under subsection (A) if:
 - 1. A request for review is not received by the state procurement administrator within the time period specified in the notice; or
 - 2. The state procurement administrator, after review, makes a written determination that the designated information is not confidential.

