

Yavapai College
District Governing Board
Regular Meeting

Tuesday, October 17, 2023
1:00 p.m.

The meeting location will be open to the public at 12:45p.m. at the latest.

Prescott Valley Campus
Room PV40-111
3800 North Glassford Hill Road
Prescott Valley, AZ 86314

Pursuant to Arizona Revised Statutes (A.R.S.) §38-431.02, notice is hereby given to the members of the Yavapai College District Governing Board and to the general public that the Board will hold a public meeting, open to the public as specified below. The Board reserves the right to change the order of items on the agenda. One or more members of the Board may participate in the meeting by telephonic communication.

Pursuant to A.R.S. §38-431.03.A.2, A.3 and A.4, the Board may vote to go into Executive Session, which will not be open to the public, for legal advice concerning any item on the agenda to review, discuss and consider records exempt by law from public inspection, including the receipt and discussion of information or testimony that is specifically required to be maintained as confidential by state or federal law; or to consult with and instruct its attorneys regarding its position on contracts, litigation or settlement discussions. If indicated on the agenda, the Board may also vote to go into executive session, which will not be open to the public, to discuss specific agenda items.

Persons with a disability may request reasonable accommodation, such as a sign language interpreter or closed caption, by contacting the Executive Assistant at (928)776-2307. Requests should be made as early as possible to allow time to arrange the accommodation.

Please note that the meeting conclusion time is included for planning purposes only and does not necessarily reflect the actual time of the agenda item. When regular board meetings, public hearings (both truth in taxation and budget adoption public hearings) and budget adoption special meetings are scheduled for the same date, each hearing or meeting will begin immediately upon adjournment of the preceding hearing or meeting.

If the agenda includes an Open Call, members of the public will have no more than 3 minutes to speak. The time allotted for each speaker may be less than 3 minutes, depending on the number of individuals wishing to address the board at the meeting and the board president's determination of the total time available for open call at the meeting, given the other matters on the board's agenda. *In addition, if there are a number of people who wish to speak about the same issue and who have the same viewpoint about that issue, the board president may direct them to appoint a representative or representatives to speak for the entire group. Members of the board may not discuss items that are not specifically identified on the agenda but that are raised in Open Call. Matters raised during Open Call that are on the current board agenda may be discussed and/or decided by the board at the appropriate time on the agenda.

AGENDA

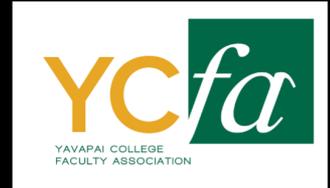
1. General Functions: Procedural
 - a. Call to Order {Time: 1}
 - b. Pledge of Allegiance {Time: 1}
 - c. Adoption of Agenda – **DECISION** {Time: 1}

2. Study Session
 - a. Open Call – **INFORMATION** {Time: 10}
 - b. President’s Reports - Dr. Lisa Rhine - **INFORMATION** {Time: 60}
 - i. College Council – Dr. Kimberly Moore, Dr. Clint Ewell, and Mr. Rodney Jenkins
 1. Faculty Senate –Dr. Andrew Winters (*Attached*)
 2. Staff Association – Ms. Katherine Anderson (*Attached*)
 3. Student Government Association – Mr. Zane Shepard, Vice President of Yavapai College Student Government Association (*Attached*)
 - ii. Athletic Presentation – Mr. Rodney Jenkins (*Attached*)
 - iii. Budget to Actual Monthly Report and Cash Reserves Monthly Report (*Attached*)
 - c. Health Sciences Center Presentation – Dr. Clint Ewell, Vice President of Finance – **INFORMATION AND DISCUSSION** {Time: 30} (*Attached*)
 - d. Board Liaisons’ Reports - **INFORMATION AND DISCUSSION** {Time: 10}
 - i. Board Spokesperson – Board Chair McCasland
 - ii. Arizona Association of Community College Trustee (AACCT) – Board Chair McCasland
 - iii. Yavapai College Foundation – Member Steve Bracety
 - e. Dates and Time of Future Meetings and Events - **INFORMATION DISCUSSION AND DECISION** {Time: 10}
 - i. 2023-2024 Dates, Times, and Places of Future Board Meetings, Workshops, and Retreats (*Attached*)
 - ii. 2023-2024 Dates, Times, and Places of Future College Events (*Attached*)
 - iii. 2023-2024 Dates, Times, and Places of Future National, State, and Local Events (*Attached*)
3. Board Business
 - a. Consent Agenda – **DECISION** {Time: 5}
 - i. Regular Meeting Minutes – Tuesday, September 19, 2023 (*Attached*)
 - ii. Executive Session Minutes – Tuesday, September 19, 2023
 - iii. Receipt of Report on Revenues and Expenditures for September 2023 (*Attached*)
 - iv. IGA – Arizona Health Care Cost Containment System (AHCCCS) – Substance Use Block Grant
4. Adjournment of Board Regular Meeting: Procedural - **DECISION** {Time: 1}

Faculty Association Update

October 2023 Update

Presenter: Dr. Andrew Winters, Co-Chair



YC-Chino Valley Center

Justin Brereton (Horticulture) & Marnee Zazueta (Aquaculture)



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HARVEST
Festival

OCTOBER 7, 2023
Saturday, 10am-2pm

Hay Rides!
Tractor Show!
Pumpkin Patch!
Corn Maze!
Kid Zone!

Beer Garden & Food Trucks!
Craft Show!
Vendors!
YC Program Demos!
and More!

Brought to you by:

Yavapai
COLLEGE

www.yc.edu/harvestfest

\$5 Parking & Free Admission!

YC Chino Valley Agribusiness Center
2275 Old Home Manor Dr., Chino Valley, AZ



SCAN ME

Education & Early Childhood Education

Tara O'Neill (Education Faculty)

Wednesday (10/18) from 6 -7. Yavapai County Superintendent Tim Carter will be discussing hiring tips and projections in the education field, and Principal Teresa Bruso will discuss what she looks for when hiring elementary/middle school educators.



Yavapai College
ECE/EDU Presents

**AFTER GRADUATION:
LOCAL HIRING PRACTICES**

FEATURING GUEST SPEAKERS

TIM CARTER
Yavapai County Superintendent

&

TERESA BRUSO
Principal of Lincoln Elementary School

JOIN US ON ZOOM

WEDS. OCT. 18TH, 6:00

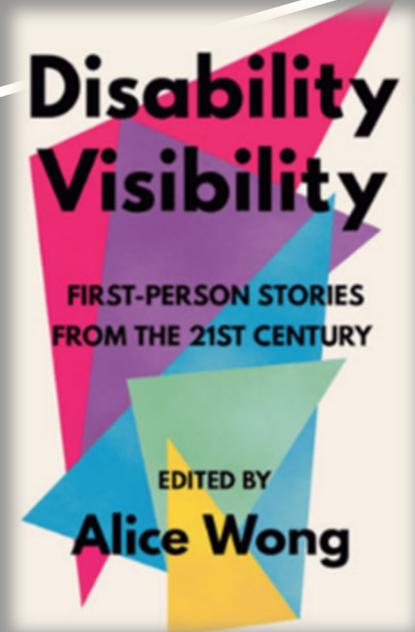
RSVP HERE

A decorative graphic at the bottom of the flyer showing green silhouettes of graduation caps and hands raised in celebration.

Yavapai College Rider's Read

Laura Cline (English Faculty)

On Thursday, November 9th, we will be showing a short film created by Thatcher and Meg Bohrman called, "Imagine What It's Like: A Personal Story of Self-Affirmation and Triumph from a Child Born Different" at 6 p.m. in the community room in Building 19. Q and A after.



Association for General and Liberal Studies Jerry G. Gaff Outstanding Teacher Award (2023)

Karen Palmer (English Faculty)



***Outstanding Teacher** is a full-time, instructional faculty who has a significant record of outstanding teaching and/or course development specifically in general education programs, core curricula, or liberal studies*

Retirement – Thank you for your service!

Tina Luffman (English Faculty)

“It’s hard to leave Yavapai College.”



Verde Valley
21 Years
Yavapai College alumna
Cornville resident
GED program
Learning Center
OER
Developmental Education

“I am all about making life as reasonable as possible for those students who are signing up to take classes here. I don’t want to be the stumbling block – that wall that prevents them from accessing education.”

Yavapai College Health Sciences Job Fair



2024 HEALTH SCIENCES JOB FAIR

SAVE THE DATE!



February 13, 2024



Yavapai College

3800 N. Glassford Hill Dr.
Prescott Valley

Information and
Registration Available
Winter 2023

MORE INFORMATION

928-776-2008

www.ycredc.com/events



College Priorities



Priority 2: Economic

Communities in Yavapai County are supported in their efforts to lead economic development, with emphasis on generating and sustaining economic base jobs.



2023 Health Sciences Job Fair



Yavapai College Student Government Association Update



- Student Engagement Has Increased: More students are using the SGA QR codes to report issues and/or concerns that they have
- The SGA Executive Board has decided on their first initiative for the 2023-23 Academic Year



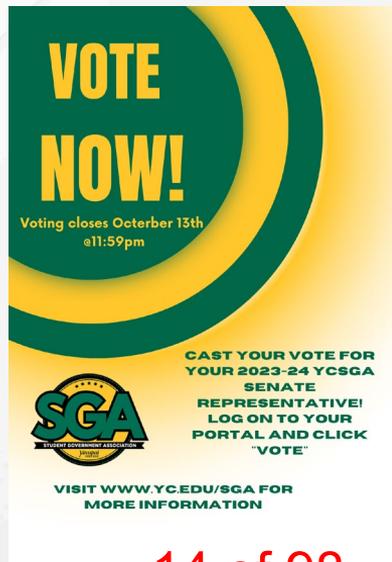
Yavapai College Student Government Association Update

- 2023-24 SGA Initiative Decided; Researching possible paths forward
- Initiative: Commuter Lockers



Yavapai College Student Government Association Update

- Senate Representatives voting began on October 2nd



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ATHLETICS UPDATE

YC ATHLETICS AT A GLANCE

Baseball:
Pat Woods
JJ Flores



Softball:
Kali Pugh
Jaydee Boursaw



Men's Basketball:
Kevon Davis
Jonathan Livengood



Women's Basketball:
Gerrard Carmichael
Becca Serenity



YC ATHLETICS AT A GLANCE

Volleyball:

Chelsey Lucas
Zaquae Downton



Men's Soccer:

Chris Houser
Billy Gatti



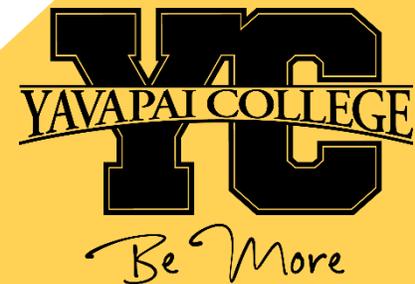
Women's Soccer:

Rozie DeWeese
Keetley McLachlan



E-Sports:

Kevin Lewis



ALL OF ATHLETICS (INCLUDING ENDOWED SCHOLARSHIPS) Annual Fundraising

	FY2024 (YTD)	FY2023	FY2022	FY2023	FY2020	FY2019
Cash Receipts						
Contributions and sponsorships	\$ 78,668	\$ 171,980	\$1,407,646	\$ 78,852	\$ 40,915	\$ 32,959
Merchandise sales and camp fees	\$ 19,220	\$ 110,583	\$ 23,153	\$ 4,690	\$ 4,672	\$ 4,731
Investment income	\$ 135	\$ 3,207	\$ (4,995)	\$ 5,477	\$ 591	\$ 874
Fundraising events	\$ 6,555	\$ 2,163	\$ (242)	\$ -	\$ -	\$ -
Total Cash Receipts	\$ 104,579	\$ 287,933	\$1,425,561	\$ 89,019	\$ 46,178	\$ 38,565

INSTITUTIONAL AID TO OUT OF STATE STUDENT-ATHLETES

Year	Aid Amount
19-20	\$328, 327
20-21	\$286, 497
21-22	\$195, 907 (Added Women's Soccer)
22-23	\$416,154 (Added Men's and Women's Basketball)
23-24	\$428,156

CURRENT LOCAL STUDENT ATHLETES

Baseball	Softball	Basketball (M)	Basketball (W)	Volleyball	Soccer (M)	Soccer (W)	e-Sports
Scooter Schwartz	Shiya Romero	John Carter	Ellie Bennett	Hanna West	Ravi Halladay	Megan Townsend	Nick Rideout
Thomas Bartels	Chesnea Larimore	Josue Luna	Anna Olsen	Erica Graves	Carlos Rodriguez	Maddie& Gabbie Antonini	Ty Dilcher
Dalton Irwin	Brina Lankford	Lawrence Amarie	Taylor Brock	Jayden Rayburn	Austin Munoz	London Wigen	Alex Hoskins
Paul Fernow	Abbie Cruz		Abbigail Colquitt	Danica McDonald		Bria Coleman	Logan Kunow
Elias Avila	Abbie Bean		Hollie Dalton			Lexi Porter	Chris Lawson
Cole Gillespie			Mellissa Soto			Brynn Preston	Brandon Pieczaeka
Jace LaClair						Michaela Campbell	Champion Reifenkugel
						Emma Young	
						Liv Arratia-Rivera	
						Emma Alvarez	
						Jasmine Vargas	
						Hailey & Luryn Mayhan	
30%	20%	15%	31%	35%	17%	55%	100%

YC STUDENT-ATHLETES

VOLUNTEERING IN THE COMMUNITY

ATHLETIC TEAMS IN THE COMMUNITY



ATHLETIC TEAMS IN THE COMMUNITY



ATHLETIC TEAMS IN THE COMMUNITY



YAVAPAI COLLEGE ALUMNI REUNION WEEKEND

2023-HOMECOMING

BUSINESS SYMPOSIUM-THURSDAY



YC Staff/Alumni Luncheon-Friday



Hispanic Heritage Month Celebration-Saturday



WOMEN'S SOCCER & VOLLEYBALL-FRIDAY/SATURDAY



ATHLETIC HALL OF FAME BANQUET-SATURDAY



ATHLETIC HALL OF FAME BANQUET-SATURDAY



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2023 YC ATHLETICS GOLF TOURNAMENT-SUNDAY

GOLFERS ENJOYING THE DAY



HOLE IN ONE-CAR DONATION -LAMB CHEVROLET





ANY
QUESTIONS?

**Yavapai College
Budget to Actual Status by Fund
August 2023**

The President's Monthly report below provides a brief financial status of each of the District's five funds as of August 31, 2023.

Source: Monthly Revenue and Expenditure
Financial Reports

General Fund



As of August 31, 2023, the General Fund has a surplus of \$3,796,700. This is primarily the result of tuition and fee revenues being recorded for the fall 2023 semester and the first quarter state appropriations being received.

For the fiscal year ended June 30, 2024, the General Fund is projected to be within budget.

Auxiliary Fund



As of August 31, 2023, the Auxiliary Fund has a large surplus due to the collection of the fall 2023 semester room revenues. This will even out over the next several months. For the fiscal year ended June 30, 2024, the Auxiliary Fund is projected to be within budget.

Unexpended Plant Fund



As of August 31, 2023, the Unexpended Plant Fund has a deficit of \$2,232,000 due to a significant amount of Capital Improvement and Preventative Maintenance projects being encumbered for the fiscal year. The supporting revenues to cover this deficit will be received over the remaining fiscal year.

For the fiscal year ended June 30, 2024, the Unexpended Plant Fund is projected to be within budget

Restricted Fund



The Restricted Fund, which accounts for federal, state and private monies, includes expenditures that are restricted to the amount of grants or gifts received and which do not exceed the grant award or gift received. Restricted Funds are primarily driven by federal financial aid which will fluctuate depending on the financial needs of our students. As of August 31, 2023, the Restricted Fund has a small surplus and is expected to be within budget for the fiscal year.

Debt Service Fund

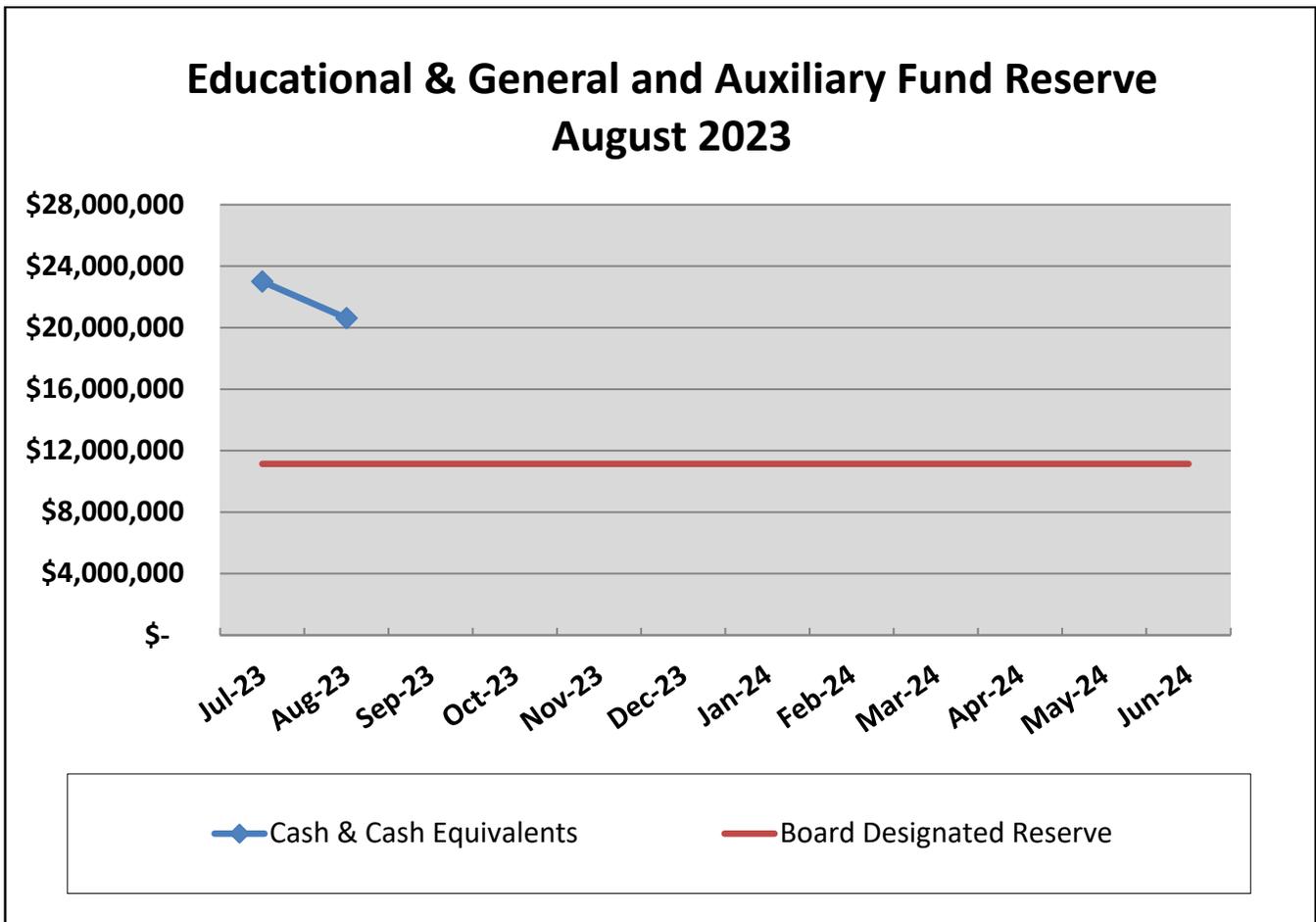


The Debt Service Fund accounts for the monies used to pay the interest and principal on the District's long-term bonds. College debt is at fixed rates of interest—as of August 31, 2023, there were no variances from budget.

Yavapai College Cash Reserves August 2023

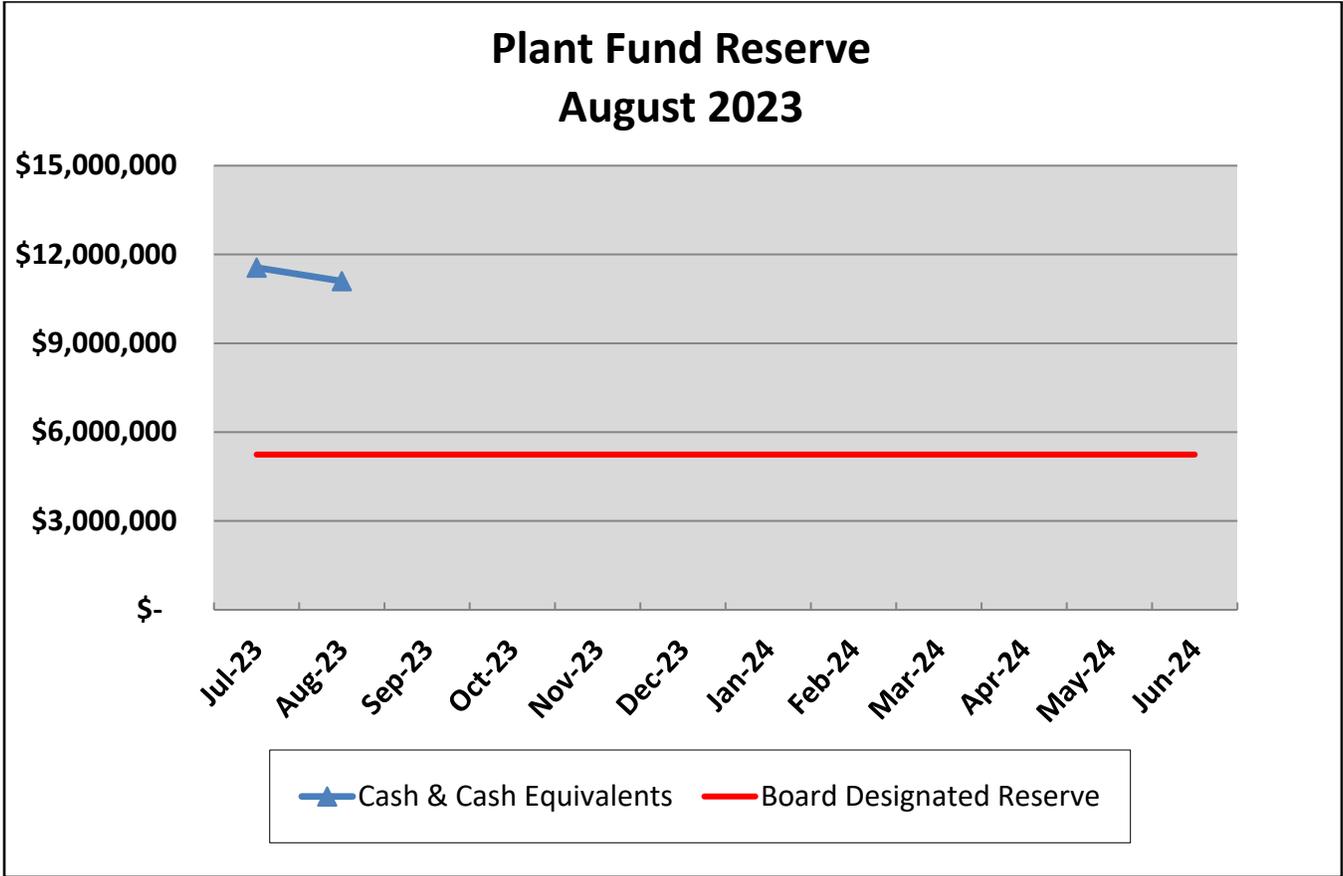
The President's monthly report on cash reserves below displays the District's reserves at August 31, 2023, in relation to the District Governing Board's (DGB) reserve requirements.

Source: Banner Finance



Current Fund Reserves shall not drop below seventeen percent (17%) of the operating budgets.

As of August 31, 2023, Current Fund reserves have exceeded the DGB's reserve requirements.



Plant Fund Reserves shall not drop below eight percent (8%) of the operating budgets.

As of August 31, 2023, Plant Fund reserves have exceeded the DGB's designated reserve.



Yavapai COLLEGE

HEALTH SCIENCES CENTER AT
PRESCOTT VALLEY CENTER

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AGENDA

1 CONCEPTUAL OVERVIEW

2 SCHEDULE

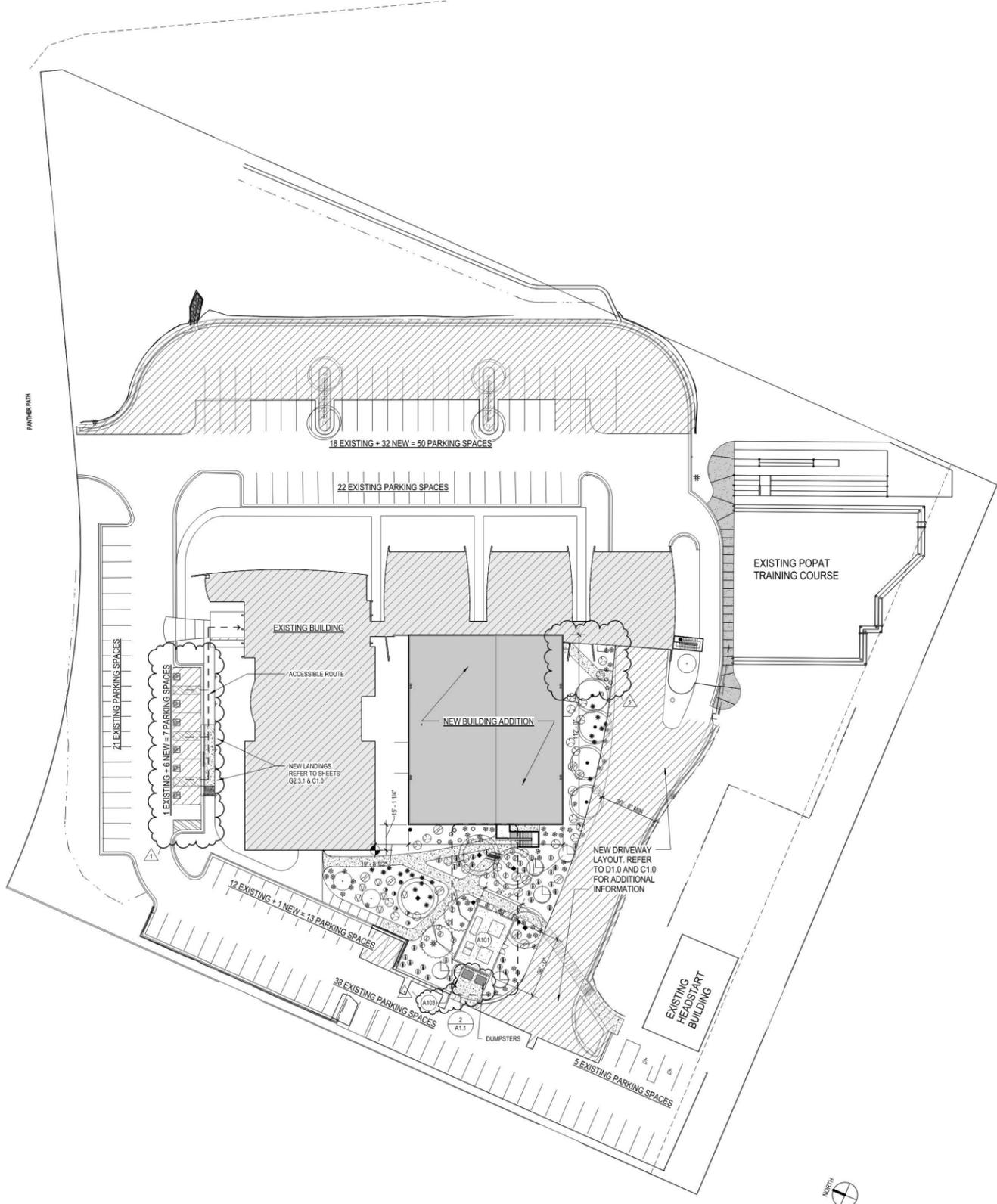
3 PROGRAM SUMMARY

4 CONCEPTUAL BLOCKING PLANS

5 Conference Center



CONCEPTUAL OVERVIEW – SITE



EXISTING SITE PLAN



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SCHEDULE OVERVIEW



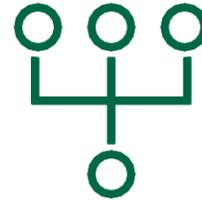
PROGRAM SUMMARY



EXISTING BUILDING

PROGRAMS/SPACES:

- ALLIED HEALTH
- GENERAL CLASSROOMS
- HEALTH SCIENCE SKILLS LABS
- STAFF OFFICES
- STUDENT SERVICES
- STUDENT SPACES
- REDC



MASTER PLAN

PROGRAMS/SPACES:

- NURSING
- PARA-MEDICINE
- EMT
- INTERDISCIPLINARY SIMULATION
- ADD PHYSICAL THERAPY ASST, RESPIRATORY THERAPY, MASSAGE THERAPY

SQUARE FOOTAGE

- 31,700 SF



CURRENT PROGRAMMING

PROGRAMS/SPACES:

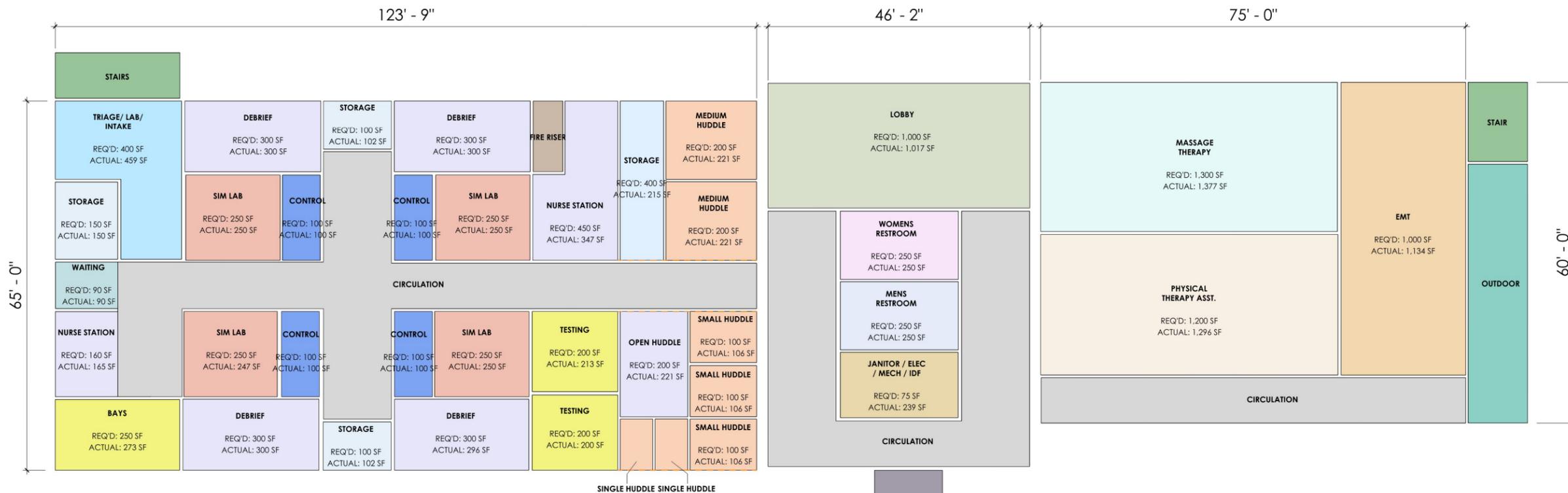
- NURSING
- PARA-MEDICINE
- EMT
- INTERDISCIPLINARY SIMULATION
- ADD PHYSICAL THERAPY ASST, RESPIRATORY THERAPY, MASSAGE THERAPY

- ADD DENTAL ASSIST, DENTAL HYGIENE, LPN

- 38,100 SF (LEVEL 1 + LEVEL 2)
- \$30M Budget

+ 18,000 SF 3rd Floor Conference Center for \$9M

LEVEL 1 - EXHIBIT



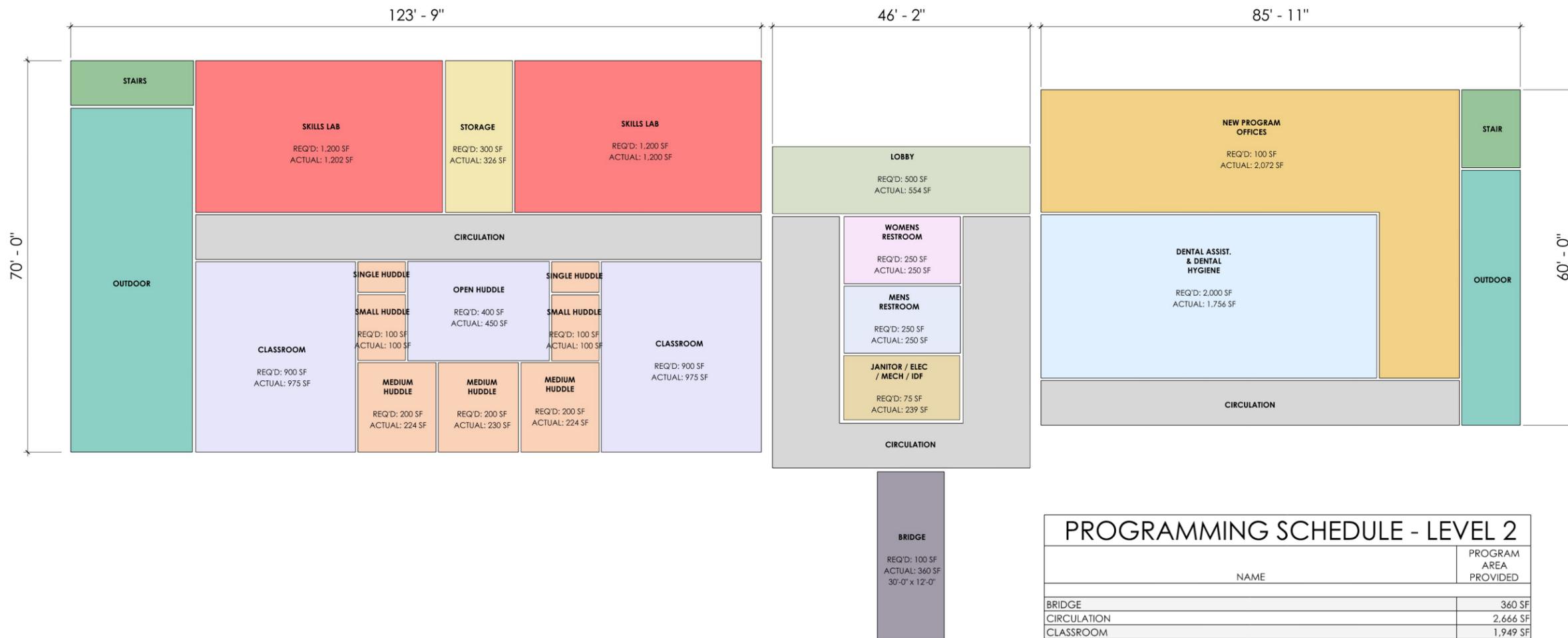
LEVEL 1 SF: 16,300 SF

- Programs:
- Interdisciplinary
 - Nursing
 - LPN
 - Respiratory
 - Massage Therapy
 - Physical Therapy Assist.

PROGRAMMING SCHEDULE - LEVEL 1

NAME	PROGRAM AREA PROVIDED
BAYS	273 SF
BRIDGE	360 SF
CIRCULATION	3,137 SF
CONTROL	400 SF
DEBRIEF	1,196 SF
EMT	1,134 SF
FIRE RISER	65 SF
JANITOR / ELEC / MECH / IDF	239 SF
LOBBY	1,017 SF
MASSAGE THERAPY	1,377 SF
MEDIUM HUDDLE	443 SF
MENS RESTROOM	250 SF
NURSE STATION	512 SF
OUTDOOR	478 SF
PHYSICAL THERAPY ASST.	1,296 SF
SIM LAB	997 SF
SINGLE HUDDLE	104 SF
SMALL HUDDLE	317 SF
STAIR	441 SF
STAIRS	528 SF
STORAGE	569 SF
TESTING	413 SF
TRIAGE/ LAB/ INTAKE	459 SF
WAITING	90 SF
WOMENS RESTROOM	250 SF
	16,343 SF

LEVEL 2 - EXHIBIT

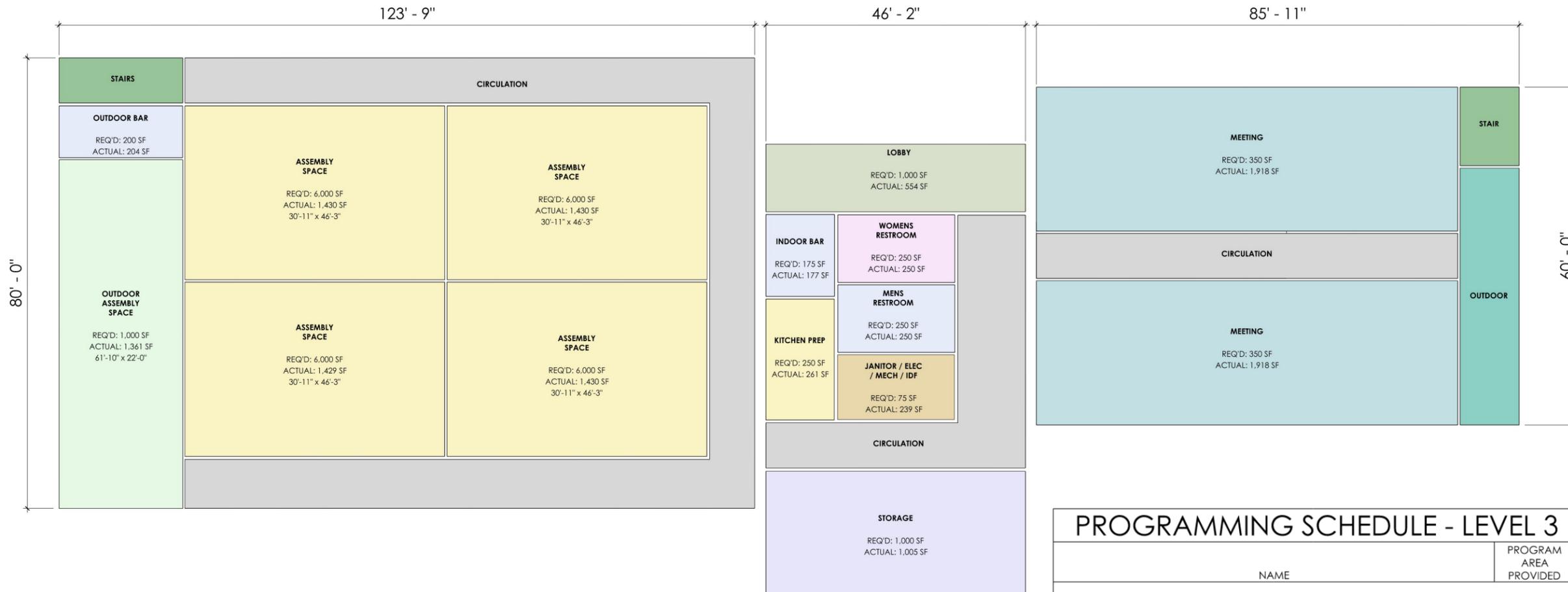


LEVEL 2 SF: 17,200 SF

- Programs:
- Nursing
- LPN
- Respiratory
- Dental Assist.
- Dental Hygiene

PROGRAMMING SCHEDULE - LEVEL 2	
NAME	PROGRAM AREA PROVIDED
BRIDGE	360 SF
CIRCULATION	2,666 SF
CLASSROOM	1,949 SF
DENTAL ASSIST. & DENTAL HYGIENE	1,756 SF
JANITOR / ELEC / MECH / IDF	239 SF
LOBBY	554 SF
MEDIUM HUDDLE	678 SF
MENS RESTROOM	250 SF
NEW PROGRAM OFFICES	2,072 SF
OPEN HUDDLE	671 SF
OUTDOOR	1,818 SF
SINGLE HUDDLE	93 SF
SKILLS LAB	2,403 SF
SMALL HUDDLE	200 SF
STAIR	441 SF
STAIRS	528 SF
STORAGE	326 SF
WOMENS RESTROOM	250 SF
	17,253 SF

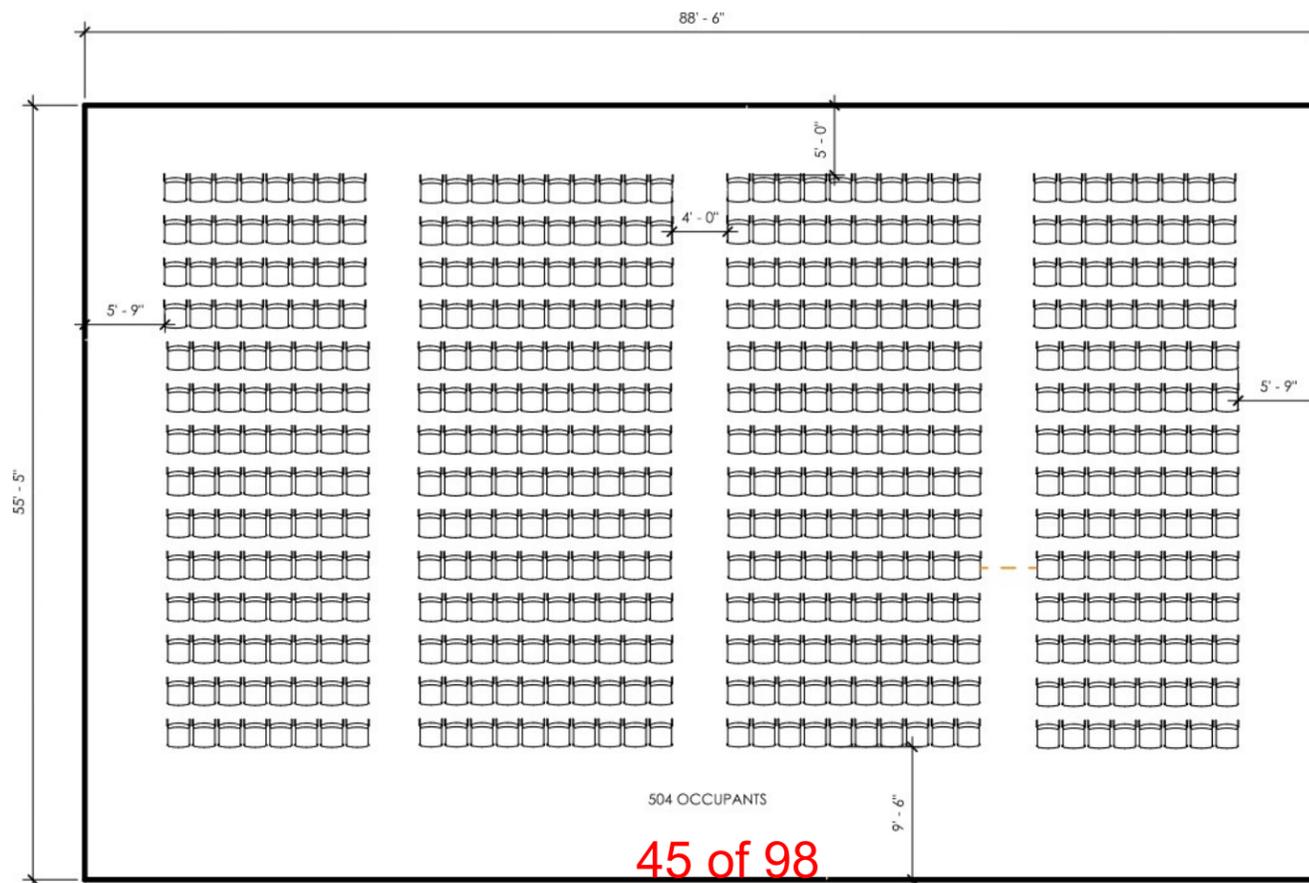
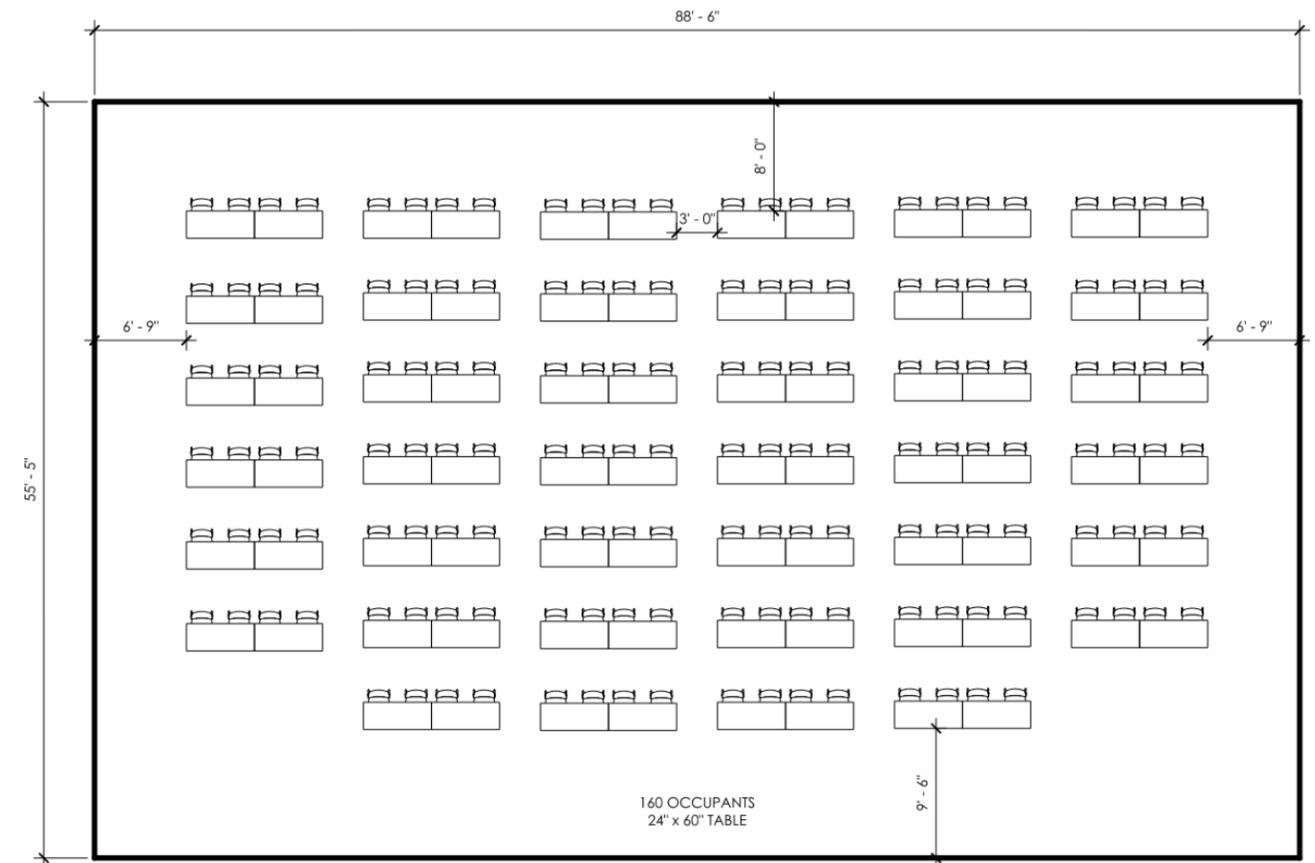
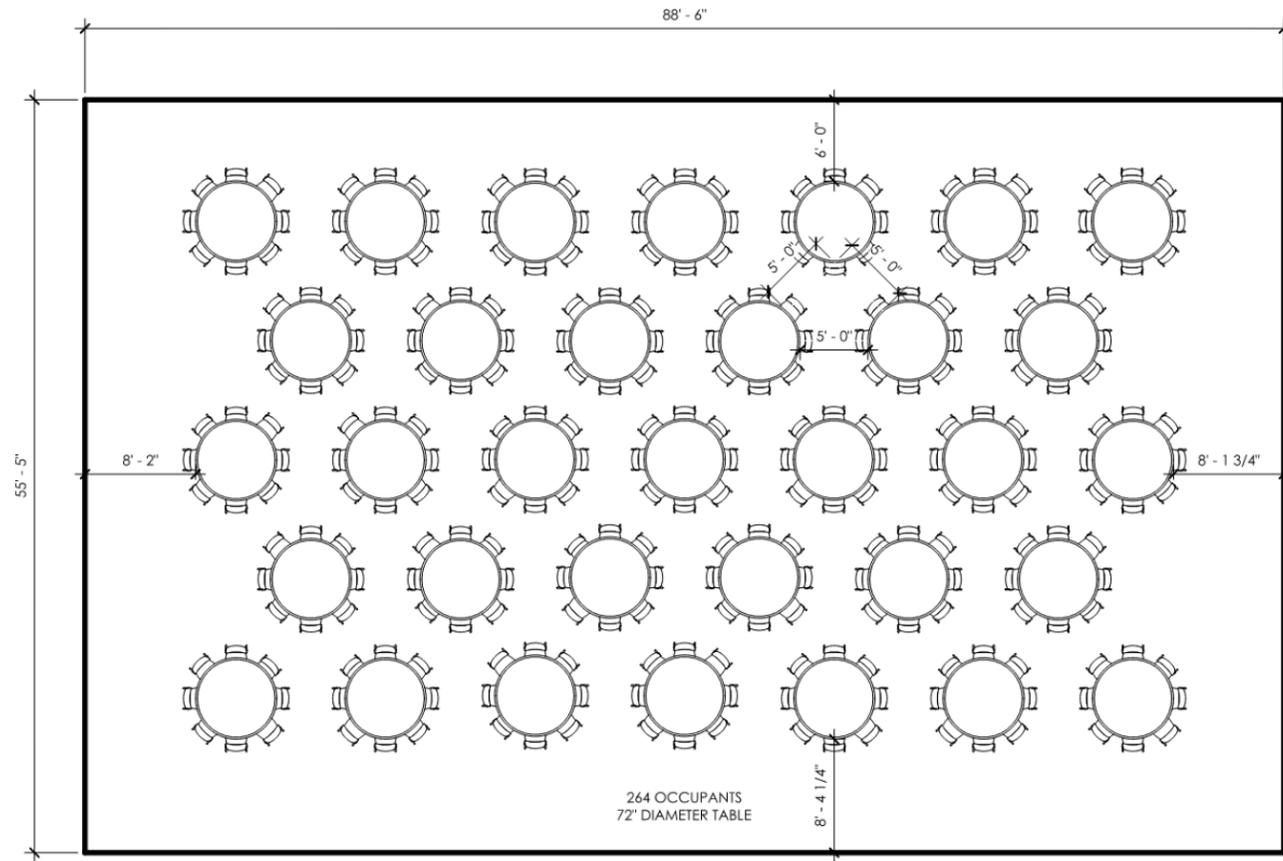
LEVEL 3 – EXHIBIT A



LEVEL 3 SF: 18,900 SF

NAME	PROGRAM AREA PROVIDED
ASSEMBLY SPACE	5,719 SF
CIRCULATION	3,613 SF
INDOOR BAR	177 SF
JANITOR / ELEC / MECH / IDF	239 SF
KITCHEN PREP	261 SF
LOBBY	554 SF
MEETING	3,837 SF
MENS RESTROOM	250 SF
OUTDOOR	479 SF
OUTDOOR ASSEMBLY SPACE	1,361 SF
OUTDOOR BAR	204 SF
STAIR	441 SF
STAIRS	528 SF
STORAGE	1,005 SF
WOMENS RESTROOM	250 SF
TOTAL	18,918 SF

ASSEMBLY FURNITURE EXHIBITS





THANK YOU

2023-2024
District Governing Board
Calendar Dates

Month	Board Study Sessions	Board Meeting Type
Tuesday, September 19, 2023 1:00pm Rock House	Study Session 1:00pm-3:00pm	Business Meeting 3:00pm-4:00pm
Tuesday, October 17, 2023 1:00pm Prescott Valley	Study Session 1:00-3:00pm	Business Meeting 3:00-4:00pm
Tuesday, November 28, 2023 1:00pm Verde Valley	Study Session 1:00-3:00pm	Business Meeting 3:00-4:00pm
Wednesday, December 6, 2023 5:00pm – 7:00pm TBA		Board Dinner
Tuesday, January 16, 2024 9:00am – 4:00pm Career & Technical Education Center		Policy & Attorney Education Workshop
Tuesday, February 20, 2024 1:00pm Rock House	Study Session 1:00-3:00pm	Business Meeting 3:00-4:00pm
Tuesday, February 27, 2024 9:00am – 4:00pm Rock House		Budget Workshop 9:00am-4:00pm
Tuesday, March 19, 2024 1:00pm Sedona Campus	Study Session 1:00-3:00pm	Business Meeting 3:00-4:00pm
Tuesday, April 9, 2024 1:00pm Rock House	Study Session 1:00-3:00pm	Business Meeting 3:00-4:00pm
Tuesday, May 21, 2024 1:00pm Prescott Campus Community Room (19-147)		Truth in Taxation & Budget Public Hearing/Adoption Business Meeting
Tuesday, May 28, 2024 9:00am-4:00pm Chino Valley		Board Self-Assessment Workshop

DATES AND PLACES OF COLLEGE HOSTED EVENTS – FY 2023-2024	
TYPE OF EVENT	DATE/DAY/TIME/LOCATION
Marty Stuart & His Fabulous Superlatives	October 20, 2023 / Friday / 7:00pm / YCPAC
Singin' in the Rain	November 2-5 & 9-12, 2023 / various / YCPAC
Rhythm of the Dance	November 17 & 18, 2023 / various / YCPAC
Jake Shimabukuro: Christmas in Hawai'i*	December 1, 2023 / Friday / 7:00pm / YCPAC
Handel's Messiah	December 2 & 3, 2023 / various / YCPAC (Dec 1st in Cottonwood)
Pink Martini Featuring China Forbes	December 14, 2023 / Thursday / 7:00pm / YCPAC
The Nutcracker Featuring Ballet Victoria	December 16 & 17, 2023 / Various / YCPAC

LIST OF DATES AND PLACES OF NATIONAL, STATE, AND LOCAL CONFERENCES, CONGRESSES, WEBINARS, SEMINARS AND EVENTS – FY 2023-2024

TYPE OF EVENT	DATE/DAY/TIME/LOCATION
National Legislative Summit 2024	Sunday, February 4 – Wednesday, February 7, 2024 Location: Washington, DC – Marriott Marquis
ACCT Leadership Congress 2024	Wednesday, October 23 – Saturday, October 26, 2024 Location: Seattle, Washington

Yavapai College
District Governing Board
Regular Meeting

Tuesday, September 19, 2023
1:00 p.m.

Prescott Campus
The Rock House
1100 E. Sheldon Drive
Prescott, AZ 86301

Members Present:

Ms. Deb McCasland, Board Chair
Mr. Chris Kuknyo, Secretary
Mr. Ray Sigafos, Board Member
Mr. Steve Bracety, Board Member
Mr. Toby Payne, Board Member

Administration Present:

Dr. Lisa B. Rhine, President
Atty. Lynne Adams, Board Attorney
Ms. Yvonne Sandoval, Executive Assistant
Ms. Deanne Petty, DGB Coordinator

MINUTES

<https://yavapai.hosted.panopto.com/Panopto/Pages/Viewer.aspx?id=2c72efa7-bec8-4ea2-a07c-b08501549198>

1. General Functions: Procedural
 - a. Call to Order {Time: 1}

Chair McCasland called the Yavapai College District Governing Board Meeting to order at 1:00 p.m.

- b. Pledge of Allegiance {Time: 1}

The Pledge of Allegiance was led by Member Sigafos.

- c. Adoption of Agenda – **DECISION** {Time: 1}

Secretary Kuknyo moved, seconded by Member Bracety, to adopt the agenda. Motion carried unanimously (Ayes: McCasland, Kuknyo, Sigafos, Bracety and Payne).

2. Study Session
 - a. Open Call – **INFORMATION** {Time: 10}

No submissions for open call.

- b. President's Reports - Dr. Lisa Rhine - **INFORMATION** {Time: 60}
 - i. President's Report on Board Policy 205, Treatment of Students and Enrollment – Mr. Rodney Jenkins, Vice President of Student Development (*Attached*)

Recorded discussion and comments are available and begin at 13:15.

Mr. Jenkins and Ms. Tania Sheldahl provided information regarding a number of measures related to students, including of the number of Title IX complaints, student conduct reported incidents by type, and CARE cases by type, all for the 2019-20 school year through the 2022-23 school year. The next graphs were about what struggles our students have and how the College is acting to assist our students. There was a discussion about the CARE Team, the HOPE Study findings, and College retention strategies to assist to meet student needs.

- ii. College Council – Dr. Kimberly Moore, Dr. Janet Nix, and Mr. Rodney Jenkins
 1. Faculty Senate – Mr. Bryan Robertson & Dr. Andrew Winters (*Attached*)

Recorded discussion and comments are available and begin at 44:20.

Dr. Moore introduced Dr. Winters and Mr. Robertson, who presented an update on the positions that were filled after the election. They also gave an update on the YC Philosophy Club, YC Pride Club, and YC Riders Read, all of which are faculty initiatives.

2. Staff Association – Mr. Jeremy Poehnert (*Attached*)

Recorded discussion and comments are available and begin at 49:47.

Dr. Nix introduced Ms. Bilbray, who presented an update on the new representatives after the election. She also gave an update on what happened at the YCSA retreat including announcing the YCSA committees for this year: Event Committee, Awards Committee, Communication Committee, Professional Development & Training Committee, Professional Growth Committee, and the new Engagement Committee. Mr. Poehnert gave a brief update on what the new Engagement Committee is working on for this academic year.

3. Student Government Association – Ms. Susanna Marcinek, President of Yavapai College Student Government Association (*Attached*)

Recorded discussion and comments are available and begin at 53:08.

Mr. Jenkins introduced Ms. Marcinek who presented an update on the newly elected executive team for SGA. She also gave an update on the SGA's initiatives for the year and SGA Senate membership.

- iii. Budget to Actual Monthly Report and Cash Reserves Monthly Report
(*Attached*)

Recorded discussion and comments are available and begin at 1:00:13.

Secretary Kuknyo asked for an explanation of what scenarios would generate a “yellow light” on the Budget to Actual Status and Reserves reports in the agenda packet. Dr. Ewell responded that if the College is aware that it is overbudget on a particular project and the expense is not able to be covered by other budgeted amounts, it would be moved to yellow or red.

- c. COBOD 3D Construction Printer Presentation – Dr. Kimberly Moore, Chief Workforce Innovation Officer - **INFORMATION AND DISCUSSION** {Time: 30} (*Attached*)

Recorded discussion and comments are available and begin at 1:01:28.

Dr. Moore and Mr. John Morgan presented a 3D Construction Printer Partnership Opportunity. COBOD wants to contract with the College to provide training to COBOD's customers. It would be a 5-year contract, and the College would be COBOD's exclusive North American Trainer. The contract is still being negotiated. However, it would give YC recognition as a leading training partner in the industry. The current draft contract envisions that COBOD customers would have two options for training: \$25,000 for onsite training (at the College) or \$30,000 for offsite training by College staff.

- d. Property and Housing Update – Dr. Clint Ewell, Vice President of Finance, **INFORMATION AND DISCUSSION** {Time: 30} (*Attached*)

Recorded discussion and comments are available and begin at 1:17:00.

Dr. Ewell presented an update to the board on the various property and housing projects the College has considered or is moving forward with, including updates on the Inspiration Apartments and the RV Park in Clarkdale. Chair McCasland noted that the College has addressed the housing issues on the east side of the county at very little cost to the taxpayers with these options. Updates for the west side of the county included Lakeshore Community Housing, Building 34 on Prescott Campus, and the Hwy 89 Property that the College recently purchased. Dr. Ewell reviewed student housing demand statistics to show the housing need.

SHORT RECESS

Dr. Ewell continued his presentation by reviewing potential capital recommendations for the FY25 Budget. Among the recommendations were an electronic sign on the Hwy 89 lot, a 34-unit apartment building on the Hwy 89 lot, and up to 40 3D printed homes at a variety of College locations. The 40 3D homes would potentially be a part of the COBOD partnership that Dr. Moore and Mr. Morgan presented earlier because the individuals trained will build a house, and the College can keep the house for its use.

Dr. Ewell reviewed the next steps for housing, including designing a Chino Valley Center Neighborhood, installing Chino Valley infrastructure, and continue investigating community land trust and housing assistance programs. Chair McCasland indicated she really liked the out of the box thinking to look at different possibilities and save taxpayers money, serve students, and keep citizens happy.

- e. Review of Board Roles and Responsibilities – Dr. David Borofsky –
INFORMATION AND DISCUSSION {Time: 30}

Recorded discussion and comments are available and begin at 1:41:16.

Dr. David Borofsky gave an in-depth review of the board’s roles and responsibilities for both the board and public. He reviewed board policies 101, 305, 307, 401, 306.

Dr. Borofsky discussed that the Board’s role is to:

- Focus decisions on the success of the student.
- Approve the strategic plan and monitor its results.
- Annually approve a balanced budget.
- Ask tough questions and support the tough answers.
- Manage one employee, the President.
- Create and enhance a positive, trusting, respectful relationship with the President.
- Be positive about the College to and with the community.
- Learn about the College and understand your role. “Stay in your lane.”
- Learn from other Trustees in Arizona and around the country.
- Lead as a Unit.
- Focus on strategy and policy; leave the operations to the President.

- f. Board Liaisons’ Reports - **INFORMATION AND DISCUSSION** {Time: 10}
- i. Board Spokesperson – Board Chair McCasland
 - ii. Arizona Association of Community College Trustee (AACCT) – Board Chair McCasland
 - iii. Yavapai College Foundation – Member Steve Bracety

Recorded discussion and comments are available and begin at 2:32:01.

Chair McCasland indicated that she attended a summer mission meeting with the community college trustees from around the state and presidents where

she shared the College's values. She plans to speak at the press conference next week. Chair McCasland continues to do her best to be positive about the College and what the College is doing.

Chair McCasland indicated that the board will be attending the ACCT National Convention in October in Las Vegas. They will have the opportunity to interact and share ideas with other community college trustees from across the country.

Member Bracety gave a brief overview of two Foundation Meetings, one on August 9 and the second on September 13, 2023.

- g. Dates and Time of Future Meetings and Events - **INFORMATION AND DISCUSSION** {Time: 5}
- i. 2023-2024 Dates, Times, and Places of Future Board Meetings, Workshops, and Retreats (Attached)
 - ii. 2023-2024 Dates, Times, and Places of Future College Events (Attached)
 - iii. 2023-2024 Dates, Times, and Places of Future National, State, and Local Events (Attached)

Recorded discussion and comments are available and begin at 2:38:26.

Executive Assistant, Ms. Yvonne Sandoval, reviewed the future meeting, event, and conference dates.

3. Board Business

- a. Association of Community College Trustees (ACCT) Delegate – Board Chair McCasland - **INFORMATION, DISCUSSION AND DECISION** {Time: 10}

Recorded discussion and comments are available and begin at 2:41:24.

Chair McCasland started by thanking all the board members for agreeing to attend the ACCT Conference this year. Chair McCasland asked Member Sigafoos if he would like to serve as the board's delegate at the conference, as he has done in prior years. Member Sigafoos indicated was asked by the Conference Chair to be the Sergeant in Arms for the third time. He indicated that normally the Sergeant in Arms is also a voting delegate, and he would ask the board to let him be the voting member for the conference.

Chair McCasland moved, seconded by Secretary Kuknyo, to elect Member Ray Sigafoos as the voting delegate at the ACCT Conference in October 2023. Motion carried unanimously (Ayes: McCasland, Kuknyo, Sigafoos, Bracety and Payne).

- b. Consent Agenda – **DECISION** {Time: 5}
- i. Truth in Taxation – Public Hearing Minutes – Tuesday, May 16, 2023 (Attached)
 - ii. Truth in Taxation – Special Meeting Minutes – Tuesday, May 16, 2023 (Attached)
 - iii. Budget Public Hearing Minutes – Tuesday, May 16, 2023 (Attached)
 - iv. Budget Adoption Minutes – Tuesday, May 16, 2023 (Attached)

- v. Regular Meeting Minutes – Tuesday, May 16, 2023 (*Attached*)
- vi. Board Self-Assessment Workshop Minutes – Tuesday, May 23, 2023 (*Attached*)
- vii. Special Meeting Minutes – Thursday, June 8, 2023 (*Attached*)
- viii. Board Executive Session Confidential Minutes – Thursday, June 8, 2023
- ix. Special Meeting Minutes – Thursday, August 17, 2023 (*Attached*)
- x. Board Executive Session Confidential Minutes – Thursday, August 17, 2023
- xi. 2023-2024 Independent Contractor Agreement – Association of Community College Trustees (*Attached*)
- xii. Intergovernmental Agreement - Arizona Department of Economic Development Services (AZDES) – Amendment #2 – Higher Education Child Care Project (*Attached*)
- xiii. Intergovernmental Agreement – Mountain Institute Career Technical Educations District No. 2 (MICTED) – Architectural Services (*Attached*)
- xiv. Receipt of Report on Revenues and Expenditures for July 2023 (*Attached*)
- xv. Acceptance of President’s Report on Board Policy 205 Treatment of Students and Enrollment

Recorded discussion and comments are available and begin at 2:41:24.

Secretary Kuknyo moved, seconded by Member Bracety, to approve the Consent Agenda. Motion carried unanimously (Ayes: McCasland, Kuknyo, Sigafos, Bracety and Payne).

c. Executive Session

- i. A.R.S. §38-431.03(A)(1), Board’s Goals for President’s 2023-2024 Evaluation – Board Chair McCasland – PROCEDURAL {Time: 90}

Member Sigafos moved, seconded by Member Bracety, to go into Executive Session pursuant to A.R.S. §38-431.03(A)(1), Board’s Goals for President’s 2023-2024 Evaluation. Motion carried unanimously (Ayes: McCasland, Kuknyo, Sigafos, Bracety and Payne).

d. Convene in Public Session

- i. Possible Action: Board’s Goals for President’s 2023-2024 Evaluation as the Result of Executive Session – Board Chair McCasland – DECISION {Time: 5}

The Board reconvened in public session at 4:40 p.m.

Secretary Kuknyo moved, seconded by Member Bracety, to approve the goals set by the board for Dr. Rhine for the 2023-2024 evaluation period. Motion carried unanimously (Ayes: McCasland, Kuknyo, Sigafos, Bracety and Payne).

4. Adjournment of Board Regular Meeting: Procedural - **DECISION** {Time: 1}

Member Payne moved, seconded by Member Sigafoos, to adjourn the Regular Board Meeting. Motion carried unanimously (Ayes: McCasland, Kuknyo, Sigafoos, Bracety, and Payne).

Regular Meeting adjourned at 4:41 p.m.

Respectfully submitted:

Deanne K. Petty, Recording Secretary

Date

Ms. Deb McCasland, Board Chair

Mr. Chris Kuknyo, Secretary

**YAVAPAI COUNTY COMMUNITY COLLEGE DISTRICT
REPORT OF EXPENDITURES**

For the Two Months Ended August 31, 2023

District Governing Board

Fiscal Year 2023-24 Budget:

\$ 261,680

<u>EXPENDITURES (note 1):</u>	<u>Purpose</u>	<u>Year-to-Date Expenditures</u>	<u>Encumbered Obligations</u>	<u>Total Expenditures/ Encumbrances</u>
Salary Expenses	Staff Support	\$ 14,212	\$ 64,749	\$ 78,961
ACCT Leadership Congress (Las Vegas)	Registration/travel	10,222	-	10,222
AZ Association of Community College Trustees	Training - registration fees	322	-	322
Other - Various	Supplies/food/other	601	-	601
YC Printing Services	Printing	31	-	31
				<u>90,137</u>
Remaining Budget - August 31, 2023				<u><u>\$ 171,543</u></u>

Note 1: Expenditures reported on the modified accrual basis of accounting.

YAVAPAI COUNTY COMMUNITY COLLEGE DISTRICT

REPORT OF REVENUES AND EXPENDITURES

For the Two Months Ended August 31, 2023 - 16.7% of the Fiscal Year Complete

Fiscal Year 2023-2024

GENERAL FUND

	Year-to-Date Revenues		Total Revenues	FY 23/24 Budget	Percent of Budget	FY 23/24 Estimate	Budget to Estimate Variance	FY 22/23 Actuals	Percent Change (Current Versus Prior Year)		
REVENUES:											
Primary Property Taxes	\$ 7,538,916		\$ 7,538,916	\$ 45,369,600	16.6%	\$ 45,369,600	\$ -	\$ 7,006,352	7.6%		
Primary Property Taxes - Contingency	-		-	(150,000)	0.0%	(150,000)	-	-	0.0%		
Tuition and Fees	5,861,339		5,861,339	12,896,000	45.5%	12,696,000	(200,000)	5,031,386	16.5%		
Tuition and Fees - Contingency	-		-	(630,000)	0.0%	(430,000)	200,000	-	0.0%		
State Appropriation - Maintenance	93,250		93,250	373,000	25.0%	373,000	-	75,100	24.2%		
State Appropriation - Rural Aid	771,100		771,100	3,654,000	21.1%	3,084,400	(569,600)	695,550	10.9%		
YCF Contribution - Basketball Program	-		-	406,000	0.0%	406,000	-	-	0.0%		
Other Revenues	81,134		81,134	512,000	15.8%	512,000	-	42,403	91.3%		
Interest Income	210,041		210,041	300,000	0.0%	400,000	100,000	13,079	0.0%		
Fund Balance Applied to Budget	470,767		470,767	2,824,600	16.7%	2,824,600	-	-	100.0%		
General Fund Transfer In/(Out)	(1,195,833)		(1,195,833)	(7,175,000)	16.7%	(7,175,000)	-	(633,950)	88.6%		
TOTAL REVENUES	13,830,714		13,830,714	58,380,200	23.7%	57,910,600	(469,600)	12,229,920	13.1%		
EXPENDITURES (Note 1):											
		Year-to-Date Expenditures	Total Encumbered Obligations	Labor Encumbrances	Total Expenditures and Non-Labor Encumbrances	FY 23/24 Budget	Percent of Actual and Non-Labor Encumbrances to Budget	FY 23/24 Estimate	Budget to Estimate Variance	FY 22/23 Actuals	Percent Change (Current Versus Prior Year)
Instruction		\$ 2,374,545	\$ 9,006,400	\$ 8,872,055	\$ 2,508,890	\$ 21,652,400	11.6%	\$ 21,435,876	\$ (216,524)	\$ 2,008,009	18.3%
Academic Support		842,879	2,720,153	2,706,302	856,730	5,663,900	15.1%	5,607,261	(56,639)	757,634	11.3%
Institutional Support		2,339,462	6,543,602	5,790,172	3,092,892	12,403,400	24.9%	12,279,366	(124,034)	2,148,582	8.9%
Student Services		1,418,774	4,881,421	4,734,200	1,565,995	10,015,100	15.6%	9,914,949	(100,151)	1,125,045	26.1%
Operation/Maintenance of Plant		953,503	3,177,589	2,665,658	1,465,434	7,192,400	20.4%	7,120,476	(71,952)	924,657	3.1%
Scholarships		541,197	-	-	541,197	1,440,600	37.6%	1,440,600	-	488,120	10.9%
Public Service		2,844	-	-	2,844	12,400	22.9%	12,400	-	4,131	-31.2%
TOTAL EXPENDITURES		8,473,204	26,329,165	24,768,387	10,033,982	58,380,200	17.2%	57,810,928	(569,300)	7,456,178	13.6%
SURPLUS/(DEFICIT)					\$ 3,796,732	\$ -					

COMMENTS:

Tuition and Fees revenues above budget due to most of the revenue related to the fall 2023 semester being recorded. This will even out over the next few months.
 First quarter State appropriations were received in July 2023.
 The State Appropriation - Rural Aid budget was based upon the Governor's proposed budget, however, it was decreased by \$569,600 during budget negotiations. This occurred after the District's budget was passed.
 Instructional expenditures under budget due to faculty contracts beginning in mid-August. This will even out over the next few months.
 Institutional Support expenditures above budget due to the payment and or encumbering of various expenses at the beginning of the fiscal year (e.g. insurance, software licensese, IT maintenance, dues, etc.)
 Scholarships at 37.6% of budget due to fall 2023 financial aid awards being made. This will even out over the next few months.
 The Budget currently has a surplus of \$3,796,732.

Note 1: Expenditures reported on the modified accrual basis of accounting.

YAVAPAI COUNTY COMMUNITY COLLEGE DISTRICT

GENERAL FUND EXPENDITURES BY NACUBO NATURAL EXPENSE CATEGORIES

For the Two Months Ended August 31, 2023 - 16.7% of the Fiscal Year Complete

Fiscal Year 2023-2024

	<u>Year to Date</u>	<u>Prior Year</u>	<u>Percent Change</u>	
Salaries	\$ 3,999,482	\$ 3,599,532	11.1%	1
Benefits	1,521,052	1,268,896	19.9%	2
Supplies	545,503	348,774	56.4%	3
Contractual Services and Other	1,363,519	1,342,041	1.6%	
Utilities & Communications	279,510	242,044	15.5%	
Travel, Conferences & Memberships	222,941	166,771	33.7%	4
Scholarships	541,197	488,120	10.9%	
	<u>\$ 8,473,204</u>	<u>\$ 7,456,178</u>	13.6%	

- 1** - Salaries increased due to annual compensation increases, the addition of several new positions and a couple of large employee payouts done in July.
- 2** - Benefits increased due to new positions added in the current fiscal year, medical plan premium increases, and higher tuition/fee waiver benefits due to the new bachelor's program.
- 3** - Supplies increased from the prior year mainly due to general price increases and the timing of software renewal payments.
- 4** - Travel, Conferences & Memberships increased from the prior year due to price increases and the timing of membership dues payments.

Note: Expenditures reported on the modified accrual basis of accounting.

YAVAPAI COUNTY COMMUNITY COLLEGE DISTRICT

REPORT OF REVENUES AND EXPENDITURES

For the Two Months Ended August 31, 2023 - 16.7% of the Fiscal Year Complete

Fiscal Year 2023-2024

RESTRICTED FUND

	<u>Year-to-Date Revenues</u>		<u>Total Revenues</u>	<u>Budget</u>	<u>Percent of Budget</u>
REVENUES:					
Federal Grants and Contracts	\$ 2,677,474		\$ 2,677,474	\$ 10,616,800	25.2%
State Grants and Contracts	157,803		157,803	1,532,800	10.3%
Private Gifts, Grants and Contracts	314,138		314,138	956,000	32.9%
Proposition 301 Workforce Development	335,794		335,794	1,300,000	25.8%
Proposition 207 Workforce Development	416,667		416,667	2,500,000	16.7%
State Appropriation - STEM Workforce	159,300		159,300	637,200	25.0%
Fund Balance Applied to Budget	343,333		343,333	1,700,000	20.2%
TOTAL REVENUES	<u>4,404,509</u>		<u>4,404,509</u>	<u>19,242,800</u>	<u>22.9%</u>

		<u>Year-to-Date Expenditures</u>	<u>Total Encumbered Obligations</u>	<u>Labor Encumbrances</u>	<u>Total Expenditures and Non-Labor Encumbrances</u>	<u>Budget</u>	<u>Percent of Actual and Non- Labor Encumbrances to Budget</u>
EXPENDITURES (Note 1):							
Instruction		\$ 470,644	\$ 1,562,140	\$ 1,260,676	\$ 772,108	\$ 7,949,400	9.7%
Academic Support		-	-	-	-	-	0.0%
Institutional Support		-	-	-	-	-	0.0%
Student Services		205,613	447,884	316,721	336,776	1,422,000	23.7%
Operation/Maintenance of Plant		4,498	-	-	4,498	18,400	24.4%
Scholarships		2,752,246	-	-	2,752,246	7,260,200	37.9%
Public Service		436,388	840,898	840,898	436,388	2,592,800	16.8%
TOTAL EXPENDITURES		<u>3,869,389</u>	<u>2,850,922</u>	<u>2,418,295</u>	<u>4,302,016</u>	<u>19,242,800</u>	<u>22.4%</u>
SURPLUS/(DEFICIT)					<u>\$ 102,493</u>		

COMMENTS:

Restricted Funds expended only to the extent that Grants and Gifts are received.

First quarter STEM Workforce appropriation was received in July 2023.

Scholarships at 37.9% of budget due to fall 2023 financial aid awards being made. This will even out over the next few months.

Note 1: Expenditures reported on the modified accrual basis of accounting.

YAVAPAI COUNTY COMMUNITY COLLEGE DISTRICT

REPORT OF REVENUES AND EXPENDITURES

For the Two Months Ended August 31, 2023 - 16.7% of the Fiscal Year Complete

Fiscal Year 2023-2024

AUXILIARY FUND

	Budgeted Revenues	Budgeted Expenses	Budgeted Surplus/ (Deficit)	Actual Revenues	Actual Expenditures and Non-Labor Encumbrances	Year-to-date Surplus/ (Deficit)
AUXILIARY ENTERPRISES						
Residence Halls and Summer Conferences	\$ 1,307,000	\$ 516,200	\$ 790,800	\$ 648,351	\$ 92,868	555,483
Transfer To Debt Fund to Pay Revenue Bonds	(400,900)	-	(400,900)	(66,817)	-	(66,817)
Subtotal - Residence Halls and Summer Conferences	<u>906,100</u>	<u>516,200</u>	<u>389,900</u>	<u>581,534</u>	<u>92,868</u>	<u>488,666</u>
Bookstore Rental and Commissions	60,000	-	60,000	16,972	-	16,972
Food Service & Vending	95,000	403,700	(308,700)	6,613	34,769	(28,156)
Employee/Student Housing Rental	214,200	272,800	(58,600)	3,815	-	3,815
Edventures	342,000	352,300	(10,300)	7,905	11,160	(3,255)
Winery - Tasting Room	300,000	345,000	(45,000)	37,043	44,778	(7,735)
Family Enrichment Center	757,300	1,021,400	(264,100)	104,478	132,492	(28,014)
Community Events	812,300	1,154,400	(342,100)	143,855	249,901	(106,046)
Performing Arts Productions	340,000	345,900	(5,900)	2,000	41,769	(39,769)
SBDC (Federal Grant Match Requirement)	-	186,600	(186,600)	-	15,178	(15,178)
Yavapai College Foundation	543,800	543,800	-	68,209	68,209	-
Other Auxiliary Enterprises	180,600	149,100	31,500	29,117	28,861	256
General Fund Transfer In	2,008,900	-	2,008,900	334,817	-	334,817
Contingency	-	100,000	(100,000)	-	-	-
Facilities & Administrative Allocation	-	1,169,000	(1,169,000)	-	194,833	(194,833)
	<u>\$ 6,560,200</u>	<u>\$ 6,560,200</u>	<u>\$ -</u>	<u>\$ 1,336,358</u>	<u>\$ 914,818</u>	<u>\$ 421,540</u>

Comments:

Residence Halls and Summer Conferences revenues are above budget due to the fall 2023 semester room revenues being recorded. This will even out over the next few months.

The Budget currently has a surplus of \$421,540.

Note 1: Expenditures reported on the modified accrual basis of accounting.

YAVAPAI COUNTY COMMUNITY COLLEGE DISTRICT

REPORT OF REVENUES AND EXPENDITURES

For the Two Months Ended August 31, 2023 - 16.7% of the Fiscal Year Complete

Fiscal Year 2023-2024

DEBT SERVICE FUND

	<u>Year-to-Date Revenues</u>		<u>Total Revenues</u>	<u>Budget</u>	<u>Percent of Budget</u>
REVENUES:					
Investment Income	\$ 11		\$ 11	\$ -	100.0%
General Fund Transfer In	142,583		142,583	855,500	16.7%
Auxiliary Fund Transfer In	66,817		66,817	400,900	16.7%
Fund Balance Applied to Budget	1,200		1,200	2,200	54.5%
TOTAL REVENUES	<u>210,611</u>		<u>210,611</u>	<u>1,258,600</u>	<u>16.7%</u>

	<u>Year-to-Date Expenditures</u>	<u>Encumbered Obligations</u>	<u>Labor Encumbrances</u>	<u>Total Expenditures and Non-Labor Encumbrances</u>	<u>Budget</u>	<u>Percent of Actual and Non- Labor Encumbrances to Budget</u>
<u>DEBT SERVICE FUND</u>						
EXPENDITURES (Note 1):						
Revenue Refunding Bonds - 2021						
Principal Payments	\$ -	\$ 139,167	\$ -	\$ 139,167	\$ 835,000	16.7%
Interest Payments	-	3,417	-	3,417	20,500	16.7%
Revenue Bonds - 2013						
Principal Payments	-	59,167	-	59,167	355,000	16.7%
Interest Payments	-	7,650	-	7,650	45,900	16.7%
Bank Fees	1,100	-	-	1,100	2,200	50.0%
TOTAL EXPENDITURES	<u>1,100</u>	<u>209,401</u>	<u>-</u>	<u>210,501</u>	<u>1,258,600</u>	<u>16.7%</u>
SURPLUS/(DEFICIT)				<u>\$ 110</u>	<u>\$ -</u>	

COMMENTS:

Through the second month, 16.7% of budget has been committed compared to 16.7% of revenues received

Note 1: Expenditures reported on the modified accrual basis of accounting.



Intergovernmental Agreement (Contract #YH24-0055)

This Intergovernmental Agreement ("Agreement") is entered into by and between the **Yavapai County Community College District Governing Board "the Contractor"** and the **Arizona Health Care Cost Containment System (AHCCCS) and** shall be effective upon execution by both parties and terminated pursuant to the terms set forth in this agreement.

Project Title: Substance use Block Grant: Institutes of Higher Education Primary Prevention Services

Term of Agreement: The term of the Agreement is Upon Final Signature through September 30, 2025, unless otherwise terminated or extended by mutual agreement of the parties in a duly authorized and executed amendment.

Authority: This Agreement is entered into in accordance with A.R.S. § 11-952 et seq. to enter into Intergovernmental Agreements for cooperative action pertaining to reimbursement or advancements of funds for services performed.

This Agreement is the complete and exclusive statement of the understanding between the parties, and it supersedes all proposals, oral or written, and all other documents or communications between the parties relative to the subject matter herein covered, unless such documents or communications are specifically included by reference.

Electronic Submission: An electronic or portable document file (PDF) copy of this amendment shall serve as the original.

IN WITNESS THEREOF THE PARTIES HERETO SIGN THEIR NAMES IN AGREEMENT.

NAME OF CONTRACTOR/PROVIDER: Yavapai County Community College District Governing Board	ARIZONA HEALTH CARE COST CONTAINMENT SYSTEM
SIGNATURE OF AUTHORIZED INDIVIDUAL:	DocuSigned by: SIGNATURE: <i>Tracey Thomas</i> 4046D79F5F00482...
TYPED NAME: Deb McCasland	TYPED NAME: Tracey Thomas
TITLE: Chair	TITLE: Procurement Manager
DATE:	DATE: 10/6/2023



In accordance with A.R.S. § 11-952, this Agreement has been reviewed by the undersigned who had determined that this Agreement is in the appropriate form and is within the power and authority granted to under the laws of Arizona.

In accordance with A.R.S. § 11-952, this Agreement is in the proper form and is within the power and authority granted to AHCCCS under A.R.S. §§ 36-2903 et seq. and 36-2932 et seq.

Legal Counsel Date

Printed Name

Title:

Legal Counsel for AHCCCS Date
Nicole Fries

Printed Name
Deputy General Counsel

Title:



SCOPE OF WORK

1. PROJECT TITLE:

Substance Use Block Grant: Institutes of Higher Education primary Prevention Services.

2. PROJECT TIMELINE:

Upon signature through September 30, 2025, with three (3) one-year options to extend, not to exceed a total contracting period of five (5) years based on available funding and by mutual agreement of the parties in a duly authorized and executed amendment.

3. PURPOSE:

The Arizona Health Care Cost Containment System (hereinafter "AHCCCS") is seeking to build partnerships with institutions of higher education within the state to enhance and support prevention services for individuals aged 18-25 who are at risk of developing a substance use disorder. Services are to include the use of the Strategic Prevention Framework (SPF) planning model where appropriate, implementing evidence-based, evidence informed, research-based practice, and/or promising practices. Substance use prevention programs and activities will assist young adults and provide prevention resources to offset the negative effects young adults in Higher Education face in Arizona.

4. BACKGROUND:

4.1 AHCCCS is the Grantee for the Substance Use Block Grant (SUBG), administered through Substance Abuse and Mental Health Services Administration (SAMHSA). AHCCCS uses the block grant programs for prevention, treatment, recovery support, and other services to supplement Medicaid, Medicare, and private insurance services. Adhering to funding guidelines, AHCCCS uses block grant funds for the following purposes:

- 4.1.1 Expand and increase primary prevention services statewide. Services should include the six (6) Center for Substance Abuse Prevention (CSAP) strategies (Information Dissemination, Education, Problem Identification and Referral, Environmental, and Alternative Activities). Evidence and Research based practices, promising practices, and innovative practices will be utilized depending on individual community need. Services should focus on individuals ages 18-25.
- 4.1.2 Capacity and infrastructure building activities for prevention providers and administrators, such as: primary prevention trainings (such as the Substance Abuse Prevention Skills Training or SAPST), coalition building, community mobilization, and screening with evidence-based tools.
- 4.1.3 Fund primary prevention by providing universal, selective, and indicated prevention activities and services for persons not identified as needing treatment.

4.2 SUBG ARPA funding for prevention may be used to provide services that address the substance use primary prevention needs of Arizona's. This includes activities and services that promote effective planning, monitoring, and oversight of efforts to deliver substance use disorder (SUD) prevention, promote support for providers, and efficiency by leveraging the current infrastructure and capacity.

5. RESPONSIBILITIES/TASKS

The Consultant/Contractor shall:

- 5.1 Schedule and facilitate meetings with AHCCCS and contractor staff at minimum once monthly unless otherwise identified. Meetings should occur regularly and/or as needed/requested by AHCCCS to provide updates, seek guidance on the project, and complete deliverables.
- 5.2 Comply with all rules and regulations pertaining to the federal, state, and local governments in the operation of the grant, in addition to complying with AHCCCS, SAMHSA and SUBG requirements, including all Federal and State confidentiality requirements, including 42 CFR Part 2.
- 5.3 Sustain and implement evidence-based and evidence-informed programs, including but not limited to: "The Buzz", Certified Peer Educator ("Peer to Peer"), eCheckup To Go/Alcohol; to make these programs widely available to students on campus in a variety of presentation platforms.



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- 5.4 Not have any conflicts of interest that would impact the work on this project.
- 5.5 Have the subject matter expertise to complete each project, as well as a basic understanding of the SUBG and the respective requirements.
- 5.6 Adhere to grant requirements regarding the branding of all deliverables with the appropriate funding disclaimer notification, as directed by AHCCCS.
- 5.7 Submit all deliverables, data, and information collected during the scope of the project to AHCCCS and adhere to AHCCCS ownership rights to all items.
- 5.8 Submit all deliverables in an editable, electronic format such as Microsoft Word, Microsoft Excel, or Microsoft PowerPoint, as appropriate and/or specified below.
- 5.9 All expenditures must be in accordance with the Coronavirus Response and Relief Supplement Appropriations Act, 2021 (CRRSAA) [P.L. 116-260]. The awarded funds must be used for activities consistent with the SUBG program requirements.
- 5.10 Comply with the State of Arizona Accounting Manual (SAAM).
- 5.11 Implement primary prevention services in accordance with the SUBG rules and regulations, not limited to implementing all CSAP strategies applicable to the community need and IOM categories per community need.
- 5.12 Carry out all activities as described under the proposed activities and this agreement.
- 5.13 Participate in mandatory meetings as scheduled by AHCCCS for project oversight, monitoring, and technical assistance. A proxy may attend in the Coalition Coordinator's stead, given two (2) business days' notice to AHCCCS except in the case of emergencies.
- 5.14 Submit all publication materials that are paid for by grant funding for prior approval as specified in the Schedule of Deliverables. Each publication material shall include the following disclaimer language: "This publication was made possible by SAMSHA grant number [XXX]. The views expressed in these materials do not necessarily reflect the official policies or contractual requirements of the Arizona Health Care Cost Containment System (AHCCCS) or the Department of Health and Human Services; nor does mention of trade names, commercial practices, or organizations imply endorsement by the U.S. Government."
- 5.15 Submit Contractor Expenditure Reports in accordance with section 8. Reporting Requirements and/or Deliverable and include backup documentation (proof of payment) for each expenditure.
- 5.16 Sustain at least 2.0 full time equivalent (FTE) staff for direct service implementation throughout the project period, to include but not be limited to:
- Program Director
 - Health and Wellness Coordinator
 - Health and Wellness student workers
6. **AHCCCS will:**
- 6.1 Provide guidance to the contractor for the provision of services.
- 6.2 Review draft deliverables and provide feedback, as needed.
- 6.3 Be available for regular or ad hoc technical assistance on the project.
7. **FUNDING:**
- 7.1 This project is funded by SUBG supplemental funding: The American Rescue Plan Act 2021 (ARPA) funds from the Substance Abuse and Mental Health Services Administration (SAMHSA). See ARPA Prevention Price Sheet for Cost Reimbursement Line-Item Budget for detailed budget.
- 7.2 The Contractor must have business systems in place that are in compliance with 2 CFR part 200 <https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200?toc=1>
- 7.3 The Contractor must adhere to SAMHSA grant guidelines <https://www.samhsa.gov/grants/block-grants/SUBG> and <https://www.samhsa.gov/grants/block-grants/SUBG/primary-prevention-course>



8. PROJECT DELIVERABLES WITH TIMEFRAMES/DUE DATES:

Frequency	Date	Description	Checklist/Template Reporting Form	Sent to
Monthly	15 th of each month following month end. In the event the 15 th falls on a weekend or holiday, the CER is due the following business day.	Submit a Contractor Expenditure Report (CER) (Attachment A) with supporting documentation.	https://www.azahcccs.gov/PlansProviders/GuidesManualsPolicies/index.html	BHSinvoices@azahcccs.gov Carlos.santoscoy@azahcccs.gov
Annual	Ad-Hoc	ARPA Federal Activities and Expenditure Plan	Templates provided by AHCCCS DGA	SUBG@azahcccs.gov Carlos.santoscoy@azahcccs.gov
Annual	Ad-Hoc	SUBG Federal Activities and Expenditure Reports	Templates provided by AHCCCS DGA	SUBG@azahcccs.gov Carlos.santoscoy@azahcccs.gov
Monthly	15 th of each month following month end. In the event the 15 th falls on a weekend or holiday, the deliverable is due the next business day.	Process and Outcome Evaluation	Templates provided by AHCCCS DGA.	SUBG Prevention Portal
Upon Award	15 days after award	ARPA Federal Funding Accountability and Transparency Act (FFATA)	Required per 2 CFR Chapter 1, Part 170 REPORTING SUB-AWARD AND EXECUTIVE COMPENSATION INFORMATION https://www.azahcccs.gov/Resources/Grants/FFATA	AHCCCSGrants@azahcccs.gov
As Needed	6 weeks prior to travel	Out of State Travel Forms	Attachment	SUBG@azahcccs.gov Carlos.santoscoy@azahcccs.gov
Ad-Hoc	30 days prior to dissemination	Publication Materials	N/A	SUBG@azahcccs.gov Carlos.santoscoy@azahcccs.gov
Ad-Hoc	60 days prior to onsite monitoring visit	SUBG Prevention Operational Review Documents	Template provided by AHCCCS	SUBG@azahcccs.gov Carlos.santoscoy@azahcccs.gov

9. INVOICES:

9.1 Contractor Expenditure Reports (CER's)/Invoices shall be submitted monthly. Each invoice shall have adequate supporting documentation attached as required by this Contract. Invoices shall be submitted to BHSinvoices@azahcccs.gov

9.2 Each invoice shall provide the following information as applicable:

- 9.2.1 AHCCCS' assigned contract number, YH24-0055.
- 9.2.2 Description of services performed for each fee.
- 9.2.3 Name of AHCCCS contact person for this contract.
- 9.2.4 Date(s) services were performed.
- 9.2.5 Signature of authorized person.
- 9.2.6 Adequate supporting documentation.



10. **NOTICE AND CORRESPONDENCE:**

10.1 For Programmatic Notices to AHCCCS, report to:

Emma Hefton, Grants Administrator
Division of Grants and Innovation
AHCCCS
801 E. Jefferson St. Mail Drop 1900
Phoenix, AZ 85034
Phone: 602-417-4748
Email: emma.hefton@azhcccs.gov

10.2 Any contractual notices or correspondence related to this Agreement shall be sent to the parties or their designees respectively as follows:

Marie Horn, Senior Procurement Officer
Division of Business Finance
AHCCCS
801 E. Jefferson Street, MD 5700
Phoenix, AZ 85034
Phone: 602-417-4753
Email: Marie.Horn@azahcccs.gov

PAYMENT TERMS AND PRICING SCHEDULE

PRICE SHEET
FUNDING / METHOD OF REIMBURSEMENT
SUBG Prevention – CRRSAA/ARPA
Yavapai County Community College District
YH24-0055
Upon Final Signature – September 30, 2025

ACCOUNT CLASSIFICATION	TOTAL AWARD
Personnel	\$222,114
ERE/Fringe	\$57,871
Travel Expense	\$14,155
Equipment	\$0
Supplies	\$14,800
Contractual	\$17,821
Construction	\$0
Other Operating	\$33,400
Total Direct Charges	\$360,161
Indirect Charges or Admin (If Authorized)*	\$78,396
TOTAL	\$438,557

Note: Price sheet is subject to change based on approved intended use plans and budget.

With prior written approval from the Program Manager, the contractor is authorized to transfer up to a maximum of 10% of the total budget amount between line items. Transfers of funds are only allowed between funded line items. Transfers exceeding 10% or to a non-funded line item shall require an amendment.

All travel related expenditures will require itemized receipts and will not exceed the State allowable rates which can be found at the State of Arizona Accounting Manual (SAAM) <https://gao.az.gov/publications/saam>

In compliance with 2 CFR Part 200, Grants & Agreements §200.332, Requirements for Pass Thru Entities (subrecipient), the information below is solely to comply with 2 CFR Part 200 and does not reflect the funding amount or period of performance of the contract. Please refer to the Contract & Cost Reimbursement Line-Item Budget for funding amount and Period of Performance.

Grantor: Substance Abuse & Mental Health Services Administration (SAMHSA)

Grantee: Arizona Health Care Cost Containment System

Grant Name: Substance Use Prevention & treatment Block Grant (SUBG)

CFDA: 93.959

Federal Award Identification Number (FAIN)	Award Amount	Issue Date	Award Period	Period of Performance (Project Performance)	FFATA (Y/N)
B08T1083525	\$37,892,228	11/16/2022	03/15/2021 – 03/14/2024	03/15/2021 – 03/14/2024	Y
B08T1083927	\$32,725,106	05/17/2021	09/01/2021 – 09/30/2025	09/01/2021 – 09/30/2025	Y

PAYMENT TERMS AND PRICING SCHEDULE

Budget Narrative and Justification
SUBG - ARPA
Yavapai County Community College District
YH24-0055
Upon Final Signature – September 30, 2025

A. Personnel:

Position (1)	Salary (2)	Key Staff (3)	Year 1 (4)	Year 2* (5)	Total (6)
Collegiate Alcohol & Drug Prevention Director (Program Director) - FT			\$69,375	\$79,735	\$149,110
Coordinator - PT	\$22.28/hour x 18 hours x 48 weeks		\$19,250	\$20,212	\$39,462
Student Worker #1 - PT	\$16.20/hour x 12 hours x 40 weeks		\$7,776	\$8,165	\$15,941
Student Worker #2 - PT	\$16.20/hour x 12 hours x 40 weeks		\$56,945	0.192	\$5,467
Student Worker #3 - PT	\$16.20/hour x 10 hours x 5 weeks		\$810	\$850	\$1,660
FEDERAL REQUEST					\$222,114

JUSTIFICATION: *Year 2 includes a 5% cost of living adjustment.

- **Program Director (YC Prescott Campus)** - Is responsible for primary AOD prevention education, as opposed to other related issues such as mental health or suicide prevention, providing student appointments, research, resources, workshops/monthly events on prevention relating to underage drinking and marijuana use, supervision of the student workers and mentors, and training for student mentors, faculty, and staff, working closely with evaluators to ensure that all program elements are implemented with fidelity and evaluated for effectiveness.
- **Program Coordinator** – Is responsible for providing support to the Program Director, assisting in planning and scheduling events, creating training program materials, creating promotional outreach materials for grant activities, managing, and creating content for social media accounts, collecting and tracking survey data from events, writing reports, and other related tasks, as needed.
- **Student Workers#1 & #2** – Are responsible for providing staffing for the office, access to available resources (peer-to-peer mentoring), engaging fellow students, referring student peers to local and community resources, hosting tabling events to distribute information to peers, and supporting workshops, club activities, and events related to the objectives of the grant proposal. Student workers will also be part of a speaker’s panel which will go into classrooms to present prevention and addiction topics to their peers and Yavapai College instructors.
- **Student Worker #3** – Is responsible for providing additional support at events at the start of each academic year.

B. Fringe Benefits:

Position (1)	Rate (2)	Year 1 Wages (3)	Year 1 Fringe (4)	Year 2 Wages (5)	Year 2 Fringe (6)	Total (7)
Program Director	34.85%	\$69,375	\$24,177	\$79,735	\$27,788	\$51,965
Coordinator	8.09%	\$19,250	\$1,557	\$20,212	\$1,635	\$3,192
Student Worker #1	8.09%	\$7,776	\$629	\$8,165	\$661	\$1,291
Student Worker #2	8.09%	\$7,776	\$629	\$8,165	\$661	\$1,291
Student Worker #3	8.09%	\$810	\$65	\$851	\$69	\$134
FEDERAL REQUEST						\$57,871

PAYMENT TERMS AND PRICING SCHEDULE

JUSTIFICATION:

- Fringe costs for full-time employees include FICA, Medicare, and Worker's compensation insurance, plus medical and dental insurance, short-term and long-term disability, paid vacation leave, life insurance, and retirement benefits.
- Health insurance benefits account for a significant portion of the fringe rate and are the largest contributor to these costs.
- The fringe rate for all part-time workers is 8.09%, which includes taxes (FICA and Medicare) and Worker's Compensation insurance.

Fixed Component Category	Rate
FICA and Medicare	7.65%
Worker's Compensation Insurance	0.42%
Retirement benefits	12.22%
Long Term Disability	0.19%
Total	20.48

Variable Component Category	Amount	Percent
Short-term Disability	\$36.60 annually	Varies by total wage
Health and Dental Insurance	Average \$11,031 annually	Varies by total wage
Other such as Basic Life Insurance	Varies by employee	Varies by total wage, usually less than 0.5%

C. Travel:

Please note: All travel expenditures will require itemized receipts and will not exceed the State allowable rates which can be found in the State of Arizona Accounting Manual (SAAM) <https://gao.az.gov/publications/saam>.

PAYMENT TERMS AND PRICING SCHEDULE

Purpose (1)	Destination (2)	Item (3)	Calculation (4)	Year 1 (5)	Year 2 (6)	Total (7)
In State Travel		Mileage	2,400 miles x \$0.625	\$1,500	\$1,500	\$3,000
NASPA Strategies Conference Jan 16-20, 2024	San Francisco, CA	Airfare	\$400/each x 2 staff	\$800	\$800	\$1,600
NASPA Strategies Conference Jan 16-20, 2024	San Francisco, CA	Shuttle to Phoenix (Roundtrip)	\$110/each x 2 staff	\$220	\$220	\$440
NASPA Strategies Conference Jan 16-20, 2024	San Francisco, CA	Hotel	\$205/night x 4 nights x 2 staff + 16.95% taxes and fees	\$1,918	\$1,918	\$3,836
NASPA Strategies Conference Jan 16-20, 2024	San Francisco, CA	Per Diem – travel days	\$51.75/day x 2 days x 2 staff	\$207	\$207	\$414
NASPA Strategies Conference Jan 16-20, 2024	San Francisco, CA	Per Diem – conference days	\$69/day x 4 days x 2 staff	\$552	\$552	\$1,104
NASPA Strategies Conference Jan 16-20, 2024	San Francisco, CA	Ground Transportation	\$45/each x 2	\$90	\$90	\$180
NW Alcohol Conference or similar AOD Conference	Seattle, WA	Airfare	\$450/each	\$450	\$450	\$900
NW Alcohol Conference or similar AOD Conference	Seattle, WA	Shuttle to Phoenix (Roundtrip)	\$110	\$110	\$110	\$220
NW Alcohol Conference or similar AOD Conference	Seattle, WA	Hotel	\$263/night x 3 nights + 13.55% taxes and fees	\$789	\$789	\$1,578
NW Alcohol Conference or similar AOD Conference	Seattle, WA	Per Diem – travel days	\$51.75/day x 2 days	\$103.50	\$103.50	\$207
NW Alcohol Conference or similar AOD Conference	Seattle, WA	Per Diem – conference days	\$69/day x 2 days	\$138	\$138	\$276
NW Alcohol Conference or similar AOD Conference	Seattle, WA	Ground Transportation	\$200	\$200	\$200	\$400
FEDERAL REQUEST						\$14,155

JUSTIFICATION:

- **Instate travel** is to attend meetings, student prevention trainings, and funding to host resource tabling events across the community college district in Yavapai County and at other events with prevention community partners in Arizona. Funds are included for staff travel between the six (6) Yavapai College campuses for program promotion, dropping off supplies, meetings with key stakeholders, etc.

PAYMENT TERMS AND PRICING SCHEDULE

- **Conferences** - The Program Director will attend two (2) national training conferences per academic calendar year for professional development, learning about emerging trends and best practices, and to build primary prevention capacity for the College AOD Prevention Program. Additionally, one (1) other YC prevention staff member will attend the NASPA Strategies Conference with the director. Meal per diem is based on the State of Arizona meal per diem rates, with travel days reimbursed at 75% of the full day meal rate. The hotel in San Francisco is budgeted at the conference hotel rate, which is below the allowable lodging per diem. The hotel in Seattle is based on the State of Arizona allowable lodging rate plus estimated taxed (daily rates vary by location, month, and year).
- **Transportation** – This includes shuttle services from Prescott to Phoenix International Airport and ground transportation for each destination city.

D. Equipment (Over \$5,000 per item):

Item(s) (1)	Quantity (2)	Amount (3)	% Charged to the Award (4)	Total Cost Charged to the Award (5)
FEDERAL REQUEST				\$0

JUSTIFICATION:

E. Supplies (Items costing less than \$5,000 per item):

Item(s) (1)	Rate (2)	Year 1 (3)	Year 2 (4)	Total (5)
Program Supplies - training supplies and promotional material		\$3,000	\$3,000	\$6,000
Printing Services – training and presentation materials, including promotional posters		\$2,000	\$2,000	\$4,000
Printing Services – Adventure Guide, Resource Guides	\$6/each x \$400	\$2,400	\$2,400	\$4,800
T-shirts for Health & Wellness Club	\$14/each x 30	\$420	\$420	\$840
T-shirts for Red Ribbon Week	\$14/each x 30	\$420	\$420	\$840
Squeeze Ball with Prevention Message	\$4/each x 100	\$800	\$800	\$1,600
Post-Its – Prevention Branded	\$3/each x 100	\$300	\$300	\$600
Writing Journal – Prevention Branded	\$6/each x 50	\$300	\$300	\$600
Training Binders	\$5/each x 50	\$250	\$250	\$500
Weekly Assignment Notebook – Prevention Branded	\$3/each x 170	\$510	\$510	\$1,020
FEDERAL REQUEST				\$20,800

JUSTIFICATION:

- Program supplies and materials will include training materials and promotional materials for primary prevention of substance use, including purchase of tee shirts for Health and Wellness Club and Red Ribbon Week, costs associated with the design and production of prevention brochures, and purchase of give-away “swag” (stress balls, pens, pencils, fidget poppers, water bottles, prevention journals) to promote prevention programming activities at tabling events.
- Promotional materials will contain messaging for primary prevention of substance use. All purchased promotional items will be submitted for pre-approval by AHCCCS grant administrators.
- Funding is requested for the cost of printing training materials, posters, prevention brochures and the Yavapai College Adventure Guide, which is designed by AOD staff and AOD student employees. The Adventure Guide is a resource guide for students for promoting primary prevention education. In addition, the Adventure Guide includes positive social norms describing fun activities in Yavapai County as an alternative to alcohol and marijuana use.

F. Contractual:

COSTS FOR CONTRACTS MUST BE BROKEN DOWN IN DETAIL AND A NARRATIVE JUSTIFICATION PROVIDED. A SEPARATE ITEMIZED BUDGET IS REQUIRED FOR EACH CONTRACTOR. IF APPLICABLE, NUMBER OF CLIENTS SHOULD BE INCLUDED IN THE COSTS.

PAYMENT TERMS AND PRICING SCHEDULE

Title (1)	Description (2)	Year 1 (3)	Year 2 (4)	Total (5)
“The Buzz”- alcohol prevention training	Annual license fee	\$2,000	\$2,000	\$4,000
Spencer Gorman, Health Educator	Mileage – Tucson to Prescott 412/miles x \$0.625 = \$257.50 Hotel - \$138/night + 13.55% tax = \$157 Meals - \$48/day x 2 = \$96	\$510.50	\$510.50	\$1,021
E-checkup to go alcohol	Annual subscription license fee	\$1,200	\$1,200	\$2,400
E-checkup to go marijuana	Annual subscription license fee	\$1,200	\$1,200	\$2,400
FEDERAL REQUEST				\$0

JUSTIFICATION:

- “The Buzz” – license fee for alcohol awareness, safety, and prevention curriculum fee to “Tech Launch Arizona – University of Arizona”. “The Buzz” is an interactive, game-based training for students and young adults to raise awareness of the risks of alcohol/substance misuse, to increase knowledge of protective factors, and to help students thrive and build resilience skills. <https://thebuzz.arizona.edu>, <https://thebuzz.arizona.edu/testimonials-data#data> (includes data on evidence of the success of the program).
- Spencer Gorman retired in 2022 from the University of Arizona where he previously worked as the primary AOD Prevention Health Educator. “Train the Trainer” presentation is a five (5) hour training session to be held at Yavapai College Prescott that will be attended by grant AOD staff, student interns, residence life pro-staff and residence assistants.
- E-checkup to go alcohol is an evidence-based program designed to reduce levels of dangerous and destructive drinking on college campuses with special focus on high-risk groups.
- E-check to go marijuana is an evidence-based program designed to reduce levels of dangerous and destructive marijuana use on college campuses with a special focus on high-risk groups.
- <https://www.echeckuptogo.com>

G. Construction: (NOT ALLOWED)**H. Other: (Include Other Consultants)**

Item (1)	Rate (2)	Year 1 (3)	Year 2 (4)	Total (5)
Certified Peer Educator Training Materials	\$30/student x 50	\$1,500	\$1,500	\$3,000
NASPA Strategies Conference Registration – Pre-conference January 17, 2024	\$125 x 2 staff	\$250	\$250	\$500
NASPA Strategies Conference Registration – Main Conference January 18-20, 2024	\$525 x 2 staff	\$1,050	\$1,050	\$2,100
Northwest Alcohol Conference Registration	\$400 (Early Bird Rate)	\$400	\$400	\$800
Prevention Guest Speaker – TBD		\$13,500	\$13,500	\$27,000
FEDERAL REQUEST P				\$33,400

JUSTIFICATION:

- Peer-to-Peer Training is a 12-hour training course for students conducted by Yavapai College staff who are NASPA certified trainers.
- The NASPA Strategies Conference will be held in San Francisco, CA and provides student affairs practitioners with the knowledge and skills to effectively address collegiate alcohol and drug abuse prevention and well-being through a variety of comprehensive and integrative approaches. <https://www.naspa.org/events/strategies>
- The Northwest Alcohol and Substance Abuse Conference will be held in Seattle, WA. <https://www.northwestalcoholconference.org>
- Yavapai College will periodically contract with national speakers, subject matter experts, and national training organizations to educate students, staff, faculty, and community stakeholders in current trends and best practices regarding primary substance abuse prevention. Consultants who have been contracted to provide these services in the past include Javier Rosales from Active Minds (“Changing the Conversation about Substance Abuse”), former college basketball player Ethan Fisher (“Choices and Decisions”), who spoke to students about the fatal consequences of impaired driving, national speaker Jermaine Galloway (“You Can’t Stop

PAYMENT TERMS AND PRICING SCHEDULE

What You Don't Know-Current Drug Trends"), Denise Beagley, (Beagley Consulting), a certified trainer in Motivational Interviewing, and singer-songwriter-storyteller David Simmons of the UBU Project, who shares his story of overcoming drug addiction and alcoholism. All presenters will be submitted for pre-approval by AHCCCS grant administrators and will provide detailed travel expenses and receipts and will abide by State allowable rates.

I. Total Direct Charges:

FEDERAL REQUEST – TOTAL DIRECT CHARGES -	Year 1 \$172,133	Year 2 \$188,028	Total \$360,161
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J. Indirect Cost Rate or Administration (See Footnote below):

Calculation (1)	Wages and fringe (base for Indirect) (2)	Year 1 (3)	Year 2 (4)	Total (5)
28% of wages & fringe	Year 1 \$132,044 Year 2 \$147,940	\$36,973	\$41,423	\$78,396
FEDERAL REQUEST				\$78,396

JUSTIFICATION: Yavapai College has a federally approved indirect cost rate of 28%, applied to wages and fringe only. (Indirect Cost Rate Agreement has been provided to AHCCCS).

FOOTNOTE:

- (1) Please specify whether utilizing indirect or administrative overhead.
- (2) For administrative overhead, please provide a justification of costs included in administration.
- (3) For indirect costs, please specify if using the de minimis rate or provide a copy of the approved indirect cost agreement. The de minimis rate of 10 percent for non-federal entities is subject to Uniform Guidance, 20 CFR 200.414.

K. Total Project Costs:

FEDERAL REQUEST – TOTAL PROJECT COSTS – (Sum of Total Direct Costs and Indirect (Or Admin) Costs)	Year 1 - \$209,106	Year 2 \$229,452	Total \$438,557
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L. Budget Summary: (Should include future years, as applicable to the grant, and projected total):

Category	Total Project Costs
Personnel	\$222,114
Fringe	\$57,871
Travel	\$14,155
Equipment	\$0
Supplies	\$14,800
Contractual	\$17,821
Other	\$33,400
Total Direct Charges	\$360,161
Indirect Charges or Administration	\$78,396
Total Project Costs	\$438,557

DEFINITIONS

As used in this Contract, the terms listed below are defined as follows:

- 1.0 **AHCCCS:** The Arizona Health Care Cost Containment System – a managed health care program which pertains to health care services provided pursuant to A.R.S. 36-2903 et seq., and is also the name of the State agency.
- 2.0 **CONTRACT:** The combination of the Contract Terms and Conditions, and Scope of Work; Contract Amendments; and any terms applied by law.
- 3.0 **CONTRACT AMENDMENT:** A written document signed by the Procurement officer that is issued for the purpose of making changes in the contract.
- 4.0 **CONTRACTOR:** A person who has a contract with AHCCCS.
- 5.0 **DAYS:** Calendar days unless otherwise specified.
- 6.0 **GRATUITY:** A payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.
- 7.0 **HEALTH PLAN:** An organization which contracts with the AHCCCS Administration to administer the provision of a comprehensive package of AHCCCS covered acute and behavioral health care services to AHCCCS members enrolled with the health plan.
- 8.0 **MAY:** Indicates something that is not mandatory but permissible.
- 9.0 **MATERIALS:** All property, including equipment, supplies, printing, insurance and leases of property but does not include land, a permanent interest in land or real property or leasing space.
- 10.0 **PROCUREMENT OFFICER:** The person, or his or her designee, duly authorized by the State and AHCCCS to enter into and administer Contracts and made written determinations with respect to the Contract.
- 11.0 **PROGRAM CONTRACTOR:** An organization which contracts with the AHCCCS Administration to execute the provision of a comprehensive package of ALTCS covered acute care, behavioral health services and long term care services to ALTCS members enrolled with the program contractor.
- 12.0 **SHALL, MUST:** Indicates a mandatory requirement. Failure to meet these mandatory requirements may result in the rejection of a proposal as non-responsive.
- 13.0 **SHOULD:** Indicates something that is recommended but not mandatory. If the Offeror fails to provide recommended information, the State may, at its sole option, ask the Offeror to provide the information or evaluate the proposal without the information.
- 14.0 **SCOPE OF WORK:** Those provisions of this solicitation which specify the work and/or results to be achieved by the Contractor.
- 15.0 **SUBCONTRACT:** Any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.
- 16.0 **STATE:** The State of Arizona.
- 17.0 **STATE FISCAL YEAR:** The period beginning with July 1 and ending June 30.

Uniform Terms and Conditions

Version 10.4

1. DEFINITIONS - All definitions listed in the definition of terms.

2. Contract Interpretation

- 2.1 Arizona Law. The Arizona law applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona Procurement Code, Arizona Revised Statutes (A.R.S.) Title 41, Chapter 23, and its impending rules, Arizona Administrative Code (A.A.C.) Title 2, Chapter 7.
- 2.2 Implied Contract Terms. Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.
- 2.3 Contract Order of Precedence. In the event of a conflict in the provisions of the Contract, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:
 - 2.3.1 Special Terms and Conditions;
 - 2.3.2 Uniform Terms and Conditions;
 - 2.3.3 Statement or Scope of Work;
 - 2.3.4 Specifications;
 - 2.3.5 Attachments;
 - 2.3.6 Exhibits; then
 - 2.3.7 Any other documents referenced or included in the Solicitation include, but are not limited to, any Bid or Offer documents provided by the Contractor that do not fall into one of the above categories.
- 2.4 Relationship of Parties. The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.
- 2.5 Severability. The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.
- 2.6 No Parole Evidence. This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.
- 2.7 No Waiver. Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

3. Contract Administration and Operation

- 3.1 Records. Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall contractually require each Subcontractor to retain all data and other "records" relating to the acquisition and performance of the Contract for a period of five (5) years after the completion of the Contract. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.
- 3.2 Non-Discrimination. The Contractor shall comply with State Executive Order Nos. 2023-09, 2023-01, 2003-09, and any and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act. Contractors shall include these provisions in contracts with Subcontractors when required by Federal or State law.
- 3.3 Audit. Pursuant to ARS § 35-214, at any time during the term of this Contract and five (5) years thereafter, the Contractor's or any Subcontractor's books and records shall be subject to audit by the State and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subcontract.
- 3.4 Facilities Inspection and Materials Testing. The Contractor agrees to permit access to its facilities, Subcontractor facilities and the Contractor's processes or services, at reasonable times for inspection of the facilities or Materials covered under this Contract as required under A.R.S. § 41-2547. The State shall also have the right to test, at its own cost, the Materials to be supplied under this Contract. Neither inspection of the Contractor's facilities nor Materials testing shall constitute final acceptance of the Materials or services. If the State determines noncompliance of the Materials, the Contractor shall be responsible for the payment of all costs incurred by the State for testing and inspection.
- 3.5 Notices. Notices to the Contractor required by this Contract shall be made by the State to the person indicated on the Offer and Acceptance form submitted by the Contractor unless otherwise stated in the Contract. Notices to the State required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation, stated in the Contract, or listed on the State's eProcurement system. An authorized Procurement Officer

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and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice to the other and an amendment to the Contract shall not be necessary.

- 3.6 Advertising, Publishing and Promotion of Contract. The Contractor shall not use, advertise or promote information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.
- 3.7 Continuous Improvement: Contractor shall recommend continuous improvements on an on-going basis in relation to any Materials and Services offered under the Contract, with a view to reducing State costs and improving the quality and efficiency of the provision of Materials or Services. State may require Contractor to engage in continuous improvements throughout the term of the Contract.
- 3.8 Other Contractors: State may undertake on its own or award other contracts to the same or other suppliers for additional or related work. In such cases, the Contractor shall cooperate fully with State employees and such other suppliers and carefully coordinate, fit, connect, accommodate, adjust, or sequence its work to the related work by others. Where the Contract requires handing-off Contractor's work to others, Contractor shall cooperate as State instructs regarding the necessary transfer of its work product, Materials, Services, or records to State or the other suppliers. Contractor shall not commit or permit any act that interferes with the State's or other suppliers' performance of their work, provided that, State shall enforce the foregoing section equitably among all its suppliers so as not impose an unreasonable burden on any one of them.
- 3.9 Ownership of Intellectual Property
- 3.9.1 Rights In Work Product. All intellectual property originated or prepared by Contractor pursuant to the Contract, including but not limited to, inventions, discoveries, intellectual copyrights, trademarks, trade names, trade secrets, technical communications, records reports, computer programs and other documentation or improvements thereto, including Contractor's administrative communications and records relating to the Contract, are considered work product and Contractor's property, provided that, State has Government Purpose Rights to that work product as and when it was delivered to State.
- 3.9.2 "Government Purpose Rights" are:
- 3.9.2.1 the unlimited, perpetual, irrevocable, royalty-free, non-exclusive, worldwide right to use, modify, reproduce, release, perform, display, sublicense, disclose and create derivatives from that work product without restriction for any activity in which State is a party.
- 3.9.2.2 the right to release or disclose that work product to third parties for any State government purpose; and
- 3.9.2.3 the right to authorize those to whom it rightfully releases or discloses that work product to use, modify, release, create derivative works from the work product for any State government purpose; such recipients being understood to include the federal government, the governments of other states, and various local governments.
- 3.9.3. "Government Purpose Rights" do not include any right to use, modify, reproduce, perform, release, display, create derivative works from or disclose that work product for any commercial purpose, or to authorize others to do so.
- 3.9.4 Joint Developments. The Contractor and State may each use equally any ideas, concepts, know-how, or techniques developed jointly during the course of the Contract, and may do so at their respective discretion, without obligation of notice or accounting to the other party.
- 3.9.5 Pre-existing Material. All pre-existing software and other Materials developed or otherwise obtained by or for Contractor or its affiliates independently of the Contract or applicable Purchase Orders are not part of the work product to which rights are granted State under subparagraph 3.9.1. above, and will remain the exclusive property of Contractor, provided that:
- 3.9.5.1 any derivative works of such pre-existing Materials or elements thereof that are created pursuant to the Contract are part of that work project;
- 3.9.5.2 any elements of derivative work of such pre-existing Materials that was not created pursuant to the Contract are not part of that work product; and
- 3.9.5.3 except as expressly stated otherwise, nothing in the Contract is to be construed to interfere or diminish Contractor's or its affiliates' ownership of such pre-existing Materials.
- 3.9.6 Developments Outside of Contract. Unless expressly stated otherwise in the Contract, this Section does not preclude Contractor from developing competing Materials outside the Contract, irrespective of any similarity to Materials delivered or to be delivered to State hereunder.

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- 3.10 Property of the State. If there are any materials that are not covered by Section 3.9 above created under this Contract, including but not limited to, reports and other deliverables, these materials are the sole property of the State. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the State.
- 3.11 Federal Immigration and Nationality Act. Contractor shall comply with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the contract. Further, Contractor shall flow down this requirement to all Subcontractors utilized during the term of the contract. The State shall retain the right to perform random audits of Contractor and Subcontractor records or to inspect papers of any employee thereof to ensure compliance. Should the State determine that the Contractor or any Subcontractors be found noncompliant, the State may pursue all remedies allowed by law, including, but not limited to: suspension of work, termination of the contract for default and suspension or debarment of the contractor.
- 3.12 E-Verify Requirements. In accordance with A.R.S. § 41-4401, Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A.
- 3.13 Offshore Performance of Work involving Data is 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 Data shall be performed within the defined territories of the United States.
- 3.14 Protection of State Cybersecurity Interests. The Contractor shall comply with State Executive Order No. 2023-10, which includes, but is not limited to, a prohibition against (a) downloading and installing of TikTok on all State-owned and State-leased information technology; and (b) accessing TikTok through State information technology.
- 3.15 Certifications Required by State Law.
- 3.15.1 If Contractor is a Company as defined in A.R.S. § 35-393, Contractor certifies that it is not currently engaged in a boycott of Israel as described in A.R.S. §§ 35-393 *et seq.* and will refrain from any such boycott for the duration of this Contract.
- 3.15.2 Contractor further certifies that it shall comply with A.R.S. § 35-394, regarding use of the forced labor of ethnic Uyghurs, as applicable.

4. Costs and Payments

- 4.1 Payments. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of Materials or Services, the Contractor shall submit a complete and accurate invoice for payment from the State within thirty (30) days.
- 4.2 Delivery. Unless stated otherwise in the Contract, per A.R.S. § 47-2319, all prices shall be F.O.B. ("free on board") Destination and shall include all freight delivery and unloading at the destination.
- 4.3 Firm, Fixed Price. Unless stated otherwise in the Special Terms and Conditions of the Contract, all prices shall be firm-fixed-prices.
- 4.4 Applicable Taxes.
- 4.4.1 Payment of Taxes. The Contractor shall be responsible for paying all applicable taxes.
- 4.4.2 State and Local Transaction Privilege Taxes. The State of Arizona is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect such taxes from the buyer does not relieve the seller from its obligation to remit taxes.
- 4.4.3 Tax Indemnification. Contractor and all Subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all Subcontractors to hold the State harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.
- 4.4.4 IRS W9 Form. In order to receive payment the Contractor shall have a current I.R.S. W9 Form on file with the State of Arizona, unless not required by law.
- 4.5 Availability of Funds for the Next State Fiscal Year. Funds may not presently be available for performance under this Contract beyond the current State Fiscal Year. No legal liability on the part of the State for any payment may arise under this Contract beyond the current State Fiscal Year until funds are made available for performance of this Contract.

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4.6 Availability of Funds for the Current State Fiscal Year. Should the State Legislature enter back into session and reduce the appropriations or for any reason and these Materials or Services are not funded, the State may take any of the following actions:

- 4.6.1 Accept a decrease in price offered by the Contractor;
- 4.6.2 Cancel the Contract; or
- 4.6.3 Cancel the Contract and re-solicit the requirements.

5. Contract Changes

- 5.1 Amendments. This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment within the scope of the Contract. Changes to the Contract, including the addition of Services or Materials, the revision of payment terms, or the substitution of Services or Materials, directed by a person who is not specifically authorized by the Procurement Officer in writing or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized written Contract Amendments shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.
- 5.2 Subcontracts. The Contractor shall not enter into any Subcontract under this Contract for the performance of this Contract without the advance written approval of the Procurement Officer as described in Arizona State Procurement Office Standard Procedure 002. The Contractor shall clearly list any proposed Subcontractors and the Subcontractor's proposed responsibilities. The Subcontract shall incorporate by reference the terms and conditions of this Contract.
- 5.3 Assignment and Delegation. The Contractor shall not assign any right nor delegate any duty under this Contract without prior written approval of the Procurement Officer. The State shall not unreasonably withhold approval.

6. Risk and Liability

- 6.1 Risk of Loss. The Contractor shall bear loss of conforming Materials covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming Materials shall remain with the Contractor regardless of receipt.
- 6.2 Indemnification
 - 6.2.1 Contractor/Vendor Indemnification (Not Public Agency) To the fullest extent permitted by law, Contractor shall defend, indemnify, 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 Contractor or any of its owners, officers, directors, agents, employees or Subcontractors. 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 Contractor from and against any and all claims. It is agreed that Contractor 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 Contractor 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 Contractor for the State of Arizona. This indemnity shall not apply if the Contractor or Subcontractor(s) is/are an agency, board, commission or university of the State of Arizona.
 - 6.2.2 Public Agency Language Only. Each party (as 'indemnitor') agrees to indemnify, defend, and hold harmless the other party (as 'indemnitee') from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as 'claims') arising out of bodily injury of any person (including death) or property damage but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees or volunteers.

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- 6.3 Indemnification - Patent and Copyright. The Contractor shall indemnify and hold harmless the State against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of Contract performance or use by the State of Materials furnished or work performed under this Contract. The State shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph. If the Contractor is insured pursuant to A.R.S. § 41-621 and § 35-154, this paragraph shall not apply.
- 6.4 Force Majeure.
- 6.4.1 Except for payment of sums due, neither the Contractor nor State shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "*force majeure*" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.
- 6.4.2 Force Majeure shall not include the following occurrences:
- 6.4.2.1 Late delivery of equipment, Materials or Services caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;
- 6.4.2.2 Late performance by a Subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or
- 6.4.2.3 Inability of either the Contractor or any Subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.
- 6.4.3 If either the Contractor or State is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.
- 6.4.4 Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.
- 6.5 Third Party Antitrust Violations. The Contractor assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern Materials or Services supplied by third parties to the Contractor, toward fulfillment of this Contract.

7. Warranties

- 7.1 Liens. The Contractor warrants that the Materials supplied under this Contract are free of liens and shall remain free of liens.
- 7.2 Quality. Unless otherwise modified elsewhere in the Special Terms and Conditions, the Contractor warrants that, for one (1) year after acceptance by the State of the Materials, they shall be:
- 7.2.1 Of a quality to pass without objection in the trade under the Contract description;
- 7.2.2 Fit for the intended purposes for which the Materials are used;
- 7.2.3 Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;
- 7.2.4 Adequately contained, packaged and marked as the Contract may require; and
- 7.2.5 Conform to the written promises or affirmations of fact made by the Contractor.
- 7.3 Conformity to Requirements:
- 7.3.1 Contractor warrants that, unless expressly provided otherwise elsewhere in the Contract, the Materials and Services will for one (1) year after acceptance and in each instance:
- 7.3.1.1 Conform to the requirements of the Contract, which by way of reminder include without limitation all descriptions, specifications, and drawings identified in the Scope of Work and any and all Contractor affirmations included as part of the Contract;

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- 7.3.1.2 Be free from defects of material and workmanship;
- 7.3.1.3 Conform to or perform in a manner consistent with current industry standards; and
- 7.3.1.4 Be fit for the intended purpose or use described in the Contract.
- 7.3.2 Mere delivery or performance does not substitute for express acceptance by the State. Where inspection, testing, or other acceptance assessment of Materials or Services cannot be done until after installation or invoicing, the forgoing warranty will not begin until State's explicit acceptance of the Materials or Services.
- 7.4 Inspection/Testing. The warranties set forth in this Section 7 [Warranties] are not affected by inspection or testing of or payment for the Materials or Services by the State.
- 7.5 Contractor Personnel. Contractor warrants that its personnel will perform their duties under the Contract in a professional manner, applying the requisite skills and knowledge, consistent with industry standards, and in accordance with the requirements of the Contract. Contractor further warrants that its key personnel will maintain any and all certifications relevant to their work, and Contractor shall provide individual evidence of certification to State's authorized representatives upon request.
- 7.6 Compliance With Applicable Laws. The Materials and Services supplied under this Contract shall comply with all applicable federal, state and local laws, and policies (including but not limited to, information technology policies, standards, and procedures available on the State's website and/or the website of any department, commission, council, board, bureau, committee, institution, agency, government corporation or other establishment or official of the executive branch or corporation commission of the State of Arizona). Federal requirements, may be incorporated into this Contract, if required, pursuant to A.R.S. § 41-2637. Contractor shall maintain any and all applicable license and permit requirements. This requirement includes, but is not limited to, any and all Arizona state statutes that impact state contracts, regardless of whether those statutory references have been removed during the course of contract negotiations, this is notice to Contractors that the State does not have the authority to modify Arizona state law by contract.
- 7.7 Intellectual Property. Contractor warrants that the Materials and Services do not and will not infringe or violate any patent, trademark, copyright, trade secret, or other intellectual property rights or laws, except only to the extent the Specifications do not permit use of any other product and Contractor is not and cannot reasonably be expected to be aware of the infringement or violation.
- 7.8 Licenses and Permits. Contractor warrants that it will maintain all licenses required to fully perform its duties under the Contract and all required permits valid and in force.
- 7.9 Operational Continuity. Contractor warrants that it will perform without relief notwithstanding being sold or acquired; no such event will operate to mitigate or alter any of Contractor's duties hereunder absent a consented delegation under paragraph 5.3 [Assignment and Delegation] that expressly recognizes the event.
- 7.10 Performance in Public Health Emergency. Contractor warrants that it will:
 - 7.10.1 Have in effect, promptly after commencement, a plan for continuing performance in the event of a declared public health emergency that addresses, at a minimum:
 - 7.10.1.1 Identification of response personnel by name;
 - 7.10.1.2 Key succession and performance responses in the event of sudden and significant decrease in workforce; and
 - 7.10.1.3 Alternative avenues to keep sufficient product on hand or in the supply chain.
 - 7.10.2 Provide a copy of its current plan to State within three (3) business days after State's written request. If Contractor claims relief under paragraph 6.4 [Force Majeure] for an occurrence of force majeure that is a declared public health emergency, then that relief will be conditioned on Contractor having first implemented its plan and exhausted all reasonable opportunity for that plan implementation to overcome the effects of that occurrence, or mitigate those effects to the extent that overcoming entirely is not practicable.
 - 7.10.3 A request from the State related to this paragraph 7.10 does not necessarily indicate that there has been an occurrence of force majeure, and the Contractor will not be entitled to any additional compensation or extension of time virtue of having to implement a plan.
 - 7.10.4 Failure to have or implement an appropriate plan will be a material breach of contract.
- 7.11 Lobbying
 - 7.11.1 Prohibition. Contractor warrants that it will not engage in lobbying activities, as defined in 40 Code of Federal Regulations (CFR) part 34 and A.R.S. § 41-1231, *et seq.*, using monies awarded under the Contract, provided that the foregoing does not intend to constrain Contractor's use of its own monies or property, including without limitation any net proceeds duly realized under the Contract or any value thereafter derived from those

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proceeds; and upon award of the Contract, it will disclose all lobbying activities to State to the extent they are an actual or potential conflict of interest or where such activities could create an appearance of impropriety. Contractor shall implement and maintain adequate controls to assure compliance with above. Contractor shall obtain an equivalent warranty from all Subcontractors and shall include an equivalent no-lobbying provision in all Subcontracts.

7.11.2 Exception. This paragraph 7.11 does not apply to the extent that the Services are defined in the Contract as being lobbying for State's benefit or on State's behalf.

7.12 Covered Telecommunications or Services. Contractor warrants that the Materials and Services rendered under this Agreement will not require Contractor to use for the State, or provide to the State to use, "covered telecommunications equipment or Services" as a substantial or essential component of any system, or as critical technology as part of any system, within the meaning of Federal Acquisition Regulation ("FAR") Section 52.204-25.

7.13 Debarment, Suspension, U.S. Government Restricted Party Lists. Contractor warrants that it is not, and its Subcontractors are not, on the U.S. government's Denied Parties List, the Unverified List, the Entities List, the Specially Designated Nationals and Blocked Parties List, and neither the Contractor nor any Subcontractors are presently debarred, suspended, proposed for debarment or otherwise declared ineligible for award of federal contracts or participation in federal assistance programs or activities.

7.14 False Statements. Contractor represents and warrants that all statements and information Contractor prepared and submitted in response to the Solicitation or as part of the Contract documents are current, complete, true, and accurate. If the Procurement Officer determines that Contractor submitted an Offer or Bid with a false statement, or makes material misrepresentations during the performance of the Contract, the Procurement Officer may determine that Contractor has materially breached the Contract and may void the submitted Offer or Bid and any resulting Contract.

7.15 Survival of Rights and Obligations after Contract Expiration or Termination.

7.15.1 Survival of Warranty. All representations and warranties made by Contractor under the Contract will survive the expiration or earlier termination of the Contract.

7.15.2 Contractor's Representations and Warranties. All representations and warranties made by the Contractor under this Contract shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, the State is not subject to or barred by any limitations of actions prescribed in A.R.S., Title 12, Chapter 5.

7.15.3 Purchase Orders. The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Officer, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

8. State's Contractual Remedies

8.1 Right to Assurance. If the State in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing under this Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the State's option, be the basis for terminating the Contract under the Uniform Terms and Conditions or other rights and remedies available by law or provided by the contract.

8.2 Stop Work Order.

8.2.1 The State may, at any time, by written order to the Contractor, require the Contractor to stop all or any part, of the work called for by this Contract for period(s) of days indicated by the State after the order is delivered to the Contractor. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.

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

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- 8.3 Non-exclusive Remedies. The rights and the remedies of the State under this Contract are not exclusive.
- 8.4 Nonconforming Tender. Materials or Services supplied under this Contract shall fully comply with the Contract. The delivery of Materials or Services or a portion of the Materials or Services that do not fully comply constitutes a breach of contract. On delivery of nonconforming Materials or Services, the State may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its rights and remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.
- 8.5 Right of Offset. The State shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the State, or damages assessed by the State concerning the Contractor's non-conforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform Terms and Conditions.

9. Contract Termination

- 9.1 Cancellation for Conflict of Interest. Pursuant to A.R.S. § 38-511, the State may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State is or becomes at any time while the Contract or an extension of the Contract is in effect an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time. If the Contractor is a political subdivision of the State, it may also cancel this Contract as provided in A.R.S. § 38-511.
- 9.2 Gratuities. The State may, by written notice, terminate this Contract, in whole or in part, if the State determines that employment or a Gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the State with the purpose of influencing the outcome of the procurement or securing the Contract, an amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about contract performance. The State, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three (3) times the value of the Gratuity offered by the Contractor.
- 9.3 Suspension or Debarment. The State may, by written notice to the Contractor, immediately terminate this Contract if the State determines that the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a Subcontractor of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that the Contractor is not currently suspended or debarred. If the Contractor becomes suspended or debarred, the Contractor shall immediately notify the State.
- 9.4 Termination for Convenience. The State reserves the right to terminate the Contract, in whole or in part at any time when in the best interest of the State, without penalty or recourse. Upon receipt of the written notice, the Contractor 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 Contractor under the Contract shall become the property of and be delivered to the State upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and Materials or Services accepted before the effective date of the termination. The cost principles and procedures provided in A.R.S. § 41-2543 and A.A.C. Title 2, Chapter 7, Article 7, shall apply.
- 9.5 Termination for Default.
- 9.5.1 In addition to the rights reserved in the contract, the State may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.
- 9.5.2 Upon termination under this paragraph, all goods, Materials, documents, Data, and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State on demand.
- 9.5.3 The State may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, Materials or Services to replace those under this Contract. The Contractor 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 Contractor.

Uniform Terms and Conditions

Version 10.4

9.6 Continuation of Performance Through Termination. The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

10. Contract Claims

All contract claims or controversies under this Contract shall be resolved according to A.R.S. Title 41, Chapter 23, Article 9, and rules adopted thereunder.

11. Arbitration

The parties to this Contract agree to resolve all disputes arising out of or relating to this Contract 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).

Special Terms and Conditions

1. **Assignment of Contract and Bankruptcy:** This contract is voidable and subject to immediate cancellation by the Procurement officer upon Contractor becoming insolvent or filing proceedings in bankruptcy or assigning rights or obligations under this contract without the prior written consent of the Procurement officer.
2. **Choice of Forum:** The parties agree that jurisdiction over any action arising out of or relating to this contract shall be brought or filed in a court of competent jurisdiction located in the State of Arizona.
3. **Conflict of Interest:** The Contractor shall not undertake any work that represents a potential conflict of interest, or which is not in the best interest of AHCCCS or the State without prior written approval by AHCCCS. The Contractor shall fully and completely disclose any situation that may present a conflict of interest. If the Contractor is now performing or elects to perform during the term of this contract any services for any AHCCCS health plan, provider or Contractor or an entity owning or controlling same, the Contractor shall disclose this relationship prior to accepting any assignment involving such party.
4. **Contract Cancellation (Minimum 10 Day):** The Procurement officer reserves the right to cancel the whole or any part of this contract due to failure by the Contractor to carry out any material obligation, term or condition of the contract. The Procurement officer shall issue written notice to the Contractor for acting or failing to act as in any of the following:
 - 4.1 The Contractor provides material that does not meet the specifications of the contract;
 - 4.2 The Contractor fails to adequately perform the services set forth in the specifications of the contract;
 - 4.3 The Contractor fails to complete the work required or furnish the materials required within the time stipulated by the contract;
 - 4.4 The Contractor fails to make progress in the performance of the contract and/or gives the Procurement officer reason to believe that the Contractor will not or cannot perform to the requirements of the contract;
 - 4.5 Upon receipt of the written notice of concern, the Contractor shall have a minimum of ten (10) days (Procurement officer may determine a longer period) to provide a satisfactory response to the Procurement officer. Failure on the part of the Contractor to adequately address all issues of concern may result in the Procurement officer resorting to any single or combinations of the following remedies:
 - 4.5.1 Cancel any contract;
 - 4.5.2 Reserve all rights or claims to damage for breach of any covenant of the contract;
 - 4.5.3 Perform any test or analysis on materials for compliance with the specifications of the contract. If the result of any test confirms a material no-compliance with the specifications, any reasonable expense of testing shall be borne by the Contractor;
 - 4.5.4 In case of default, the Procurement officer reserves the right to purchase materials, or to complete the required work in accordance with the Arizona Procurement Code. The Procurement officer may recover reasonable excess costs from the Contractor by:
 - 4.5.4.1 Deduction from an unpaid balance;
 - 4.5.4.2 Collection against the bid and/or performance bond; or
 - 4.5.4.3 Any combination of the above or any other remedies as provided by law.
5. **Contract Disputes:** Contract disputes arising under A.R.S. § Title 36, Chapter 29 shall be adjudicated in accordance with AHCCCS Rules.
6. **Covenant against Contingent Fees:** The Contractor warrants that no person or agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee. For violation of this warranty, the Procurement officer shall have the right to annul this contract without liability.
7. **Contract:** The contract shall be construed according to the laws of the State of Arizona. The State of Arizona is not obligated for the expenditures under the contract until funds have been encumbered.
8. **Fraud and Abuse:**
 - 8.1 It shall be the responsibility of the Contractor to report all cases of suspected fraud and abuse by subcontractors, members or employees. The Contractor shall provide written notification of all such incidents to the Procurement officer.
 - 8.2 As stated in A.R.S. § 13-2310, incorporated herein by reference, any person who knowingly obtains any benefit by means of false or fraudulent pretenses, representations, promises or material omissions is guilty of a class 2 felony.

Special Terms and Conditions

- 8.3 Contractors are required to research potential overpayments identified by a fraud and abuse investigation or audit conducted by AHCCCS. After conducting a cost benefit analysis to determine if such action is warranted, the Contractor should attempt to recover any overpayments identified due to erroneous, false or fraudulent billings.
9. **Independent Contractor and Employees of Contractor:** The Contractor represents himself/herself to be an independent contractor offering such services to the general public and shall not represent himself/herself or his/her employees to be an employee of the State of Arizona and/or AHCCCS. Therefore, the Contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, etc. All employees of the Contractor employed or in performance of work under this Contract shall be employees of the Contractor at all times and not of AHCCCS. The Contractor shall comply with the Social Security Act, Workers' Compensation laws and unemployment laws of the State of Arizona as well as federal, state and local legislation relevant to the Contractor's business.
10. **No Guaranteed Quantities:** AHCCCS does not guarantee the Contractor any minimum or maximum quantity of services or goods to be provided under this contract.
11. **Ownership of Information and Data:**
- 11.1 Any data or information system, including all software, documentation and manuals, developed by Contractor pursuant to this contract, shall be deemed to be owned by AHCCCS. The federal government reserves a royalty free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use for federal government purposes, such data or information system, software, documentation and manuals. Proprietary software which is provided at established catalog or market prices and sold or leased to the general public shall not be subject to the ownership or licensing provisions of this section.
- 11.2 Data, information and reports collected or prepared by Contractor in the course of performing its duties and obligations under this contract shall be deemed to be owned by AHCCCS. The ownership provision is in consideration of Contractor's use of public funds in collecting or preparing such data, information and reports. These items shall not be used by Contractor for any independent project of Contractor or publicized by Contractor without the prior written permission of the Procurement officer. Subject to applicable state and federal laws and regulations, AHCCCS shall have full and complete rights to reproduce, duplicate, disclose and otherwise use all such information. At the termination of the contract, Contractor shall make available all such data to the Procurement officer within thirty (30) days following termination of the contract or such longer period as approved by the Procurement officer. For purposes of this subsection, the term "data" shall not include member medical records.
12. **Records:**
- 12.1 The Contractor shall make available at its office at all reasonable times during the term of this contract and the period set forth in in this section, any of its records for inspection, audit or reproduction by any authorized representative of AHCCCS, State or Federal government.
- 12.2 The Contractor shall preserve and make available all records for a period of five (5) years from the date of final payment under this contract except as provided below:
- 12.2.1 If this contract is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of five (5) years from the date of any such termination.
- 12.2.2 Records that relate to grievances, disputes, litigation or the settlement of claims arising out of the performance of this contract, or costs and expenses of this contract to which exception has been taken by AHCCCS, shall be retained by the Contractor for a period of five (5) years after the date of final disposition or resolution thereof.
13. **Responsibility for Payments Indemnification:** The Contractor shall be responsible for issuing payment for services performed by the Contractor's employees and will indemnify and save AHCCCS harmless for all claims whatsoever growing out of the lawful demands of employees, subcontractors, suppliers or any other third party incurred in the furtherance of the performance of the contract. The Contractor shall, at AHCCCS' request, furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged or waived.
14. **Term of Contract and Option to Renew:**
The term of this contract shall be Upon Final Signature through September 30, 2025, with three (3) one-year options to extend, not to exceed a total contracting period of five (5) years based on available funding and by mutual agreement of the parties..

Special Terms and Conditions

15. **Warranty of Services:** The Contractor warrants that all services provided under this contract will conform to the requirements stated herein. AHCCCS' acceptance of services provided by the Contractor shall not relieve the Contractor from its obligations under this warranty. In addition to its other remedies, the Procurement officer may, at the Contractor's expense, require prompt correction of any services failing to meet the Contractor's warranty herein. Services corrected by the Contractor shall be subject to all of the provisions of this contract in the manner and to the same extent as the services originally furnished.

16. **Indemnification**

Contractor shall indemnify, defend with counsel reasonably approved by the State, and hold harmless, the State, its departments, agencies, boards, commissions, universities, officers, agents and employees (collectively, the "Indemnitee") from and against any and all claims, actions, damages, costs (including attorneys' fees), and losses arising under this Contract, including, but not limited to, bodily injury or personal injury (including death) or loss or damage to tangible or intangible property, but excluding damages arising solely from the gross negligence or willful misconduct of the Indemnitee. This indemnification obligation includes any claim or amount arising out of, or recovered under, the Workers' Compensation Law or arising out of the failure of the Contractor to comply with any federal, state or local law, statute, ordinance, rule, regulation or court decree. Contractor shall have control, subject to the reasonable approval of the State, of the defense of any action on such claim and all negotiations for its settlement or compromise, provided, however, that when substantial principles of government of public law are involved, or when involvement of the State is otherwise mandated by law, the State may elect, in its sole and absolute discretion, to participate in such action at its own expense with respect to attorneys' fees and costs, but not liability and the State shall have the right to approve or disapprove any settlement which approval shall not be unreasonably withheld or delayed. The State shall reasonably cooperate in its defense and any related settlement negotiations.

17. **Limitation of Liability**

First Party Limitation of Liability

Contractor's liability for first party damages to the State arising from this Contract shall be limited to the maximum not-to-exceed amount of this Contract. The foregoing limitation of liability shall not apply to: (i) liability, including indemnification obligations, for third party claims, including but not limited to, infringement of third party intellectual property rights; (ii) claims covered by any specific provision of the Contract calling for liquidated damages or other amounts, including but not limited to performance requirements; or (iii) costs or attorneys' fees that the State is entitled to recover as a prevailing party in any action.

18. **Intellectual property indemnification**

With respect solely to Materials provided or proposed by Contractor or Contractor's agents, employees, or subcontractors (each a "Contractor Party") for the performance of this Contract, Contractor shall indemnify, defend and hold harmless the State its departments, agencies, boards, commissions, universities, officers, agents and employees (collectively, the "Indemnitee"), against any third-party claims for liability including but not limited to, reasonable costs and expenses, including attorneys' fees, for infringement or violation of any patent, trademark, copyright or trade security, by such Materials or the State's use thereof.

In addition, with respect to claims arising from computer hardware or software manufactured or developed solely by a third party, Contractor shall pass through to the State such indemnity rights as it receives from such third party (the "Third Party Obligation") and will cooperate in enforcing then; provided, however, that (i) if the third party manufacturer fails to honor the Third Party Obligation, or (ii) the Third Party Obligation is insufficient to fully indemnify the State, Contractor shall indemnify, defend and hold harmless the State against such claims in their entirety or for the balance of any liability not fully covered by the Third Party Obligation.

The State shall reasonably notify Contractor of any claim for which the Contractor may be liable under this section. If the Contractor is insured pursuant to ARS 41-621 and 35-154, this section shall not apply. Contractor shall have control, subject to the reasonable approval of the State, of the defense of any action on such claim and all negotiation for its settlement or compromise, provided, however, that when substantial principles of government or public law are involved or when involvement of the State is otherwise mandated by law, the State may elect, in its sole and absolute discretion, to participate in such action at its own expense with respect to attorneys' fees and costs, but not liability, and the State shall have the right to approve or disapprove any settlement, which approval shall not be unreasonably withheld or delayed. The State shall reasonably cooperate in the defense and any related settlement negotiations.

If Contractor believes at any time that any Materials provided or in the use pursuant to this Contract infringe a third party's intellectual property rights, Contractor shall, at Contractor's sole cost and expense, and upon receipt of the state's prior written consent, which shall not be unreasonably withheld, (i) replace in infringing Material with a non-infringing Material; (ii) obtain for

Special Terms and Conditions

the State the right to continue to use the infringing Material; or (iii) modify the infringing Material to be non-infringing, provided that following any replacement or modification made pursuant to the foregoing, the Material continues to function in accordance with the Contract. Contractor's failure or inability to accomplish any of the foregoing shall be deemed a material breach of this Contract.

Notwithstanding the foregoing, Contractor shall not be liable for infringement based solely on any Indemnitee's:

- (i) Modification of Materials provided by Contractor other than as contemplated by the Contract or the specifications of such Materials or as otherwise authorized or proposed in any way by Contractor or a Contractor Party;
- (ii) Use of the Materials in a manner other than as contemplated by this Contract or the specifications of such Materials, or as otherwise authorized or proposed in any way by Contractor or a Contractor Party; or
- (iii) Use of the Materials in combination, operation, or use with other products in a manner not contemplated by the Contract, or, the specifications of such Materials, or as otherwise authorized or proposed in any way by Contractor or a Contractor Party.

Contractor certifies, represents and warrants to the State that it has appropriate systems and controls in place to ensure that State funds will not be used in the performance of the Contractor for the acquisition, operation or maintenance of Materials in violation of intellectual property laws.

Special Terms and Conditions

INSURANCE REQUIREMENTS**1. INDEMNIFICATION AND INSURANCE TERMS****1.1 Indemnification:**

To the fullest extent permitted by law, Contractor shall defend, indemnify, 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 Contractor or any of its owners, officers, directors, agents, employees or subcontractors. 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 Contractor from and against any and all claims. It is agreed that Contractor 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 Contractor 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 Contractor for the State of Arizona.

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

1.2 Insurance Requirements

1.2.1 Contractor and subcontractors shall procure and maintain, until all of their obligations have been discharged, including any warranty periods under this Contract, 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 Contractor, its agents, representatives, employees or subcontractors.

1.2.2 The Insurance Requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that arise out of the performance of the work under this Contract by the Contractor, its agents, representatives, employees or subcontractors, and the Contractor is free to purchase additional insurance.

1.3 Minimum Scope and Limits of Insurance. Contractor shall provide coverage with limits of liability not less than those stated below:**1.3.1 Commercial General Liability (CGL) – Occurrence Form**

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

General Aggregate	\$2,000,000
Products – Completed Operations Aggregate	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Damage to Rented Premises	\$50,000
Each Occurrence	\$1,000,000

- a. 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.
- b. 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.

Special Terms and Conditions

INSURANCE REQUIREMENTS

1.3.2 Business Automobile Liability

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

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

- a. 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.
- b. 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.

1.3.3 Workers' Compensation and Employers' Liability

Workers' Compensation Statutory

Employers' Liability

Each Accident \$1,000,000

Disease – Each Employee \$1,000,000

Disease – Policy Limit \$1,000,000

- a. 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.
- b. 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).

1.4 **Additional Insurance Requirements**

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

1.4.1 The Contractor's policies, as applicable, shall stipulate that the insurance afforded the Contractor 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).

1.4.2 Insurance provided by the Contractor shall not limit the Contractor's liability assumed under the indemnification provisions of this Contract.

1.5 **Notice of Cancellation**

Applicable to all insurance policies required within the Insurance Requirements of this Contract, Contractor's insurance shall not be permitted to expire, be suspended, be canceled, or be materially changed for any reason without thirty (30) days prior written notice to the State of Arizona. Within two (2) business days of receipt, Contractor must provide notice to the State of Arizona if they receive notice of a policy that has been or will be suspended, canceled, materially changed for any reason, has expired, or will be expiring. Such notice shall be sent directly to the Department and shall be mailed, emailed, hand delivered or sent by facsimile transmission to AHCCCS.

1.6 **Acceptability of Insurers**

Contractor'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

Special Terms and Conditions**INSURANCE REQUIREMENTS**

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 Contractor from potential insurer insolvency.

1.7 Verification of Coverage

Contractor shall furnish the State of Arizona with certificates of insurance (valid ACORD form or equivalent approved by the State of Arizona) evidencing that Contractor has the insurance as required by this Contract. An authorized representative of the insurer shall sign the certificates.

- 1.7.1 All such certificates of insurance and policy endorsements must be received by the State before work commences. The State's receipt of any certificates of insurance or policy endorsements that do not comply with this written agreement shall not waive or otherwise affect the requirements of this agreement.
- 1.7.2 Each insurance policy required by this Contract must be in effect at, or prior to, commencement of work under this Contract. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.
- 1.7.3 All certificates required by this Contract shall be sent directly to AHCCCS. The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete copies of all insurance policies required by this Contract at any time.

1.8 Subcontractors

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

1.9 Approval and Modifications

The Contracting 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 Contract amendment but may be made by administrative action.

1.10 Exceptions

In the event the Contractor or subcontractor(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 Contractor or subcontractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

ATTACHMENT A

Contractor's Expenditure Report Instructions

This is a multi-purpose form for use by agencies that have a Negotiated Service Contract with the Arizona Health Care Cost Containment System (AHCCCS). It should be filled out, signed by an authorized person and mailed to the Department not later than the 15th day of the month following the expenditure period or in accordance with the contract.

1. Contract Number
2. Contractor's Name
3. Title of program
4. Reporting Period Covered: From _____ To _____
 - A. Check appropriate box:
 - Cost Reimbursement – Cumulative Actual expenditures from the beginning of the Contract Period.
 - Fixed Price – reimbursement type contract.
 - B. Check appropriate box.
5. CER Number - Contractor Unique Identification number for CER
6. Detailed statement of expenditures (Cost Reimbursement)
 - ITEM a. Approved budget indicates the total budget for the current contract term. The Line Item Budget per the contract price sheet must be shown.
 - ITEM b. Prior Report Period Year to Date Expenditures are taken from Column D (Total Year to Date Expenditures) of the CER for the prior reporting period.
 - ITEM c. Current Reporting Period Expenditures are accumulated expenses incurred from the beginning of the Reporting Period Covered, broken down by line item.
 - ITEM d. Total Year to Date Expenditures = Column B (Prior Report Period Year to Date Expenditures) plus Column C (Current Reporting Period Expenditures).
7. Detailed Statement of Fixed Price Contracts
 - A. Type of Unit – From unit description/deliverable on price sheet.
 - ITEM 1. Rate per Unit from contract price sheet.
 - ITEM 2. Number of Units Provided for the current Reporting Period.
 - ITEM 3. Item (1) times Item (2) = Total Funds Earned this Reporting Period.
 - ITEM 4. Prior Report Period Year to Date Funds Earned are taken from Column 5 (Total Year to Date Funds Earned) of the CER for the prior reporting period.
 - ITEM 5. Item (3) plus Item (4) = Total Year to Date Funds Earned.
8. Contractor Certification: it is the responsibility of the Chief Executive Officer of the reporting agency to ensure valid representation of the agency's expenditures or units reported on Fixed Rate Contracts. Once satisfied, the Chief Executive Officer must sign and date the report. Only an original signature will be accepted.

For Processing, send by E-mail: BHSInvoices@azahcccs.gov

AHCCCS
Accounts Payable, MD5400
801 E. Jefferson
Phoenix, Arizona 85034

Contractor's Expenditure Report

AHCCCS

Division of Business & Finance
 Accounts Payable, MD5400
 801 East Jefferson
 Phoenix, Arizona 85034

Email: BHSInvoices@azahcccs.gov

CONTRACTOR'S EXPENDITURE REPORT

1. Contract Number _____
2. Contractor Name _____
3. Title of Program _____
4. Reporting Period _____
5. CER Number _____

- 4A. COST REIMBURSEMENT
 FIXED PRICE

- 4B. PERIODIC REPORT
 REVISED CER
 FINAL REPORT

Contractor's Detailed Statement of Expenditures and Fixed Price					
6. COST REIMBURSEMENT (Actual Expenditures)		Approved Budget	Prior Report Period Year to Date Expenditures	Current Reporting Period Expenditures	Total Year to Date Expenditures
A. Account Classification:		(a)	(b)	(c)	(d)
Personnel Services		\$ -	\$ -	\$ -	\$ -
Employee Related Expenditure (ERE)		\$ -	\$ -	\$ -	\$ -
Professional and Outside Services		\$ -	\$ -	\$ -	\$ -
Travel Expenditures		\$ -	\$ -	\$ -	\$ -
Occupancy Expenditure		\$ -	\$ -	\$ -	\$ -
Other Operating Expenditure		\$ -	\$ -	\$ -	\$ -
Capital Outlay Expenditure		\$ -	\$ -	\$ -	\$ -
Indirect or Administration Expenditure		\$ -	\$ -	\$ -	\$ -
Total		\$ -	\$ -	\$ -	\$ -
7. FIXED PRICE		Rate per Unit	Number of Units Provided this Reporting Period	Total Funds Earned this Reporting Period	Prior Report Period Year to Date Funds Eamed
A. Type of Unit:		(1)	(2)	(3)	(4)
		\$ -		\$ -	\$ -
		\$ -		\$ -	\$ -
TOTAL				\$ -	\$ -
AHCCCS USE ONLY		THIS SECTION FOR AHCCCS DBF USE ONLY			8. CONTRACTOR CERTIFICATION
AHCCCS PROGRAM CERTIFICATION:		Encumbrance Number		Payment Number	
<input type="checkbox"/> Performance satisfactory for payment					
<input type="checkbox"/> Performance unsatisfactory, withhold payment		GAE		GAX	
<input type="checkbox"/> No payment due		IPO		ITAOP	
		PO#		DOC #	
PROGRAM COORDINATOR SIGNATURE/DATE					AUTHORIZED CONTRACTOR'S SIGNATURE/TITLE/DATE
AHCCCS AUTHORIZED SIGNATURE/DATE		AD Initials and Date			PREPARER'S NAME AND PHONE #

Certificate Of Completion

Envelope Id: 9F7939F309204B1B96B5735BD5ECE76D	Status: Sent
Subject: Complete with DocuSign: YH24-0055 Yavapai College Final	
Source Envelope:	
Document Pages: 32	Signatures: 1
Certificate Pages: 2	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	marie horn
Time Zone: (UTC-07:00) Arizona	801 E. Jefferson St.
	Phoenix, AZ 85034
	marie.horn@azahcccs.gov
	IP Address: 20.245.184.185

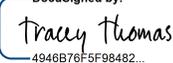
Record Tracking

Status: Original	Holder: marie horn	Location: DocuSign
10/6/2023 8:55:26 AM	marie.horn@azahcccs.gov	
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: Arizona Health Care Cost Containment System	Location: DocuSign

Signer Events

Tracey Thomas
 Tracey.Thomas@azahcccs.gov
 Procurement Manager
 Arizona Health Care Cost Containment System (AHCCCS)
 Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Signature

DocuSigned by:

 4946B76F5F98482...
 Signature Adoption: Pre-selected Style
 Using IP Address: 98.161.254.128

Timestamp

Sent: 10/6/2023 8:58:03 AM
 Viewed: 10/6/2023 12:58:32 PM
 Signed: 10/6/2023 12:59:05 PM

Deb McCasland
 deb.mccasland@yc.edu
 Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Sent: 10/6/2023 12:59:08 PM

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Ed Lacasse
 Ed.Lacasse@yc.edu
 Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

COPIED

Sent: 10/6/2023 12:59:07 PM
 Viewed: 10/6/2023 1:04:05 PM

Carbon Copy Events	Status	Timestamp
Budget		
BUDGET@azahcccs.gov		
Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure:		
Not Offered via DocuSign		

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	10/6/2023 8:58:03 AM
Envelope Updated	Security Checked	10/6/2023 11:13:29 AM

Payment Events	Status	Timestamps
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