

**ATTACHMENT B
FEDERAL TERMS AND CONDITIONS**

I. KEY PERSONNEL

It is essential that the Cochise County School Superintendent's Office train and provide adequate, experienced personnel, capable of and devoted to the successful accomplishment of projects that may be performed under this Agreement. The Cochise County School Superintendent's Office must agree to assign experienced individuals to project positions.

- A. The Cochise County School Superintendent's Office agrees that, once assigned to work on a project under this Agreement, key personnel should not be removed or replaced without prior written notice to the GOYFF.
- B. If key personnel are not available for work on a specific project, for a continuous period exceeding thirty (30) calendar days, or are expected to devote substantially less effort to the work than initially anticipated, the Cochise County School Superintendent's Office shall immediately notify the GOYFF Program Administrator and shall, subject to the concurrence of the GOYFF, replace such personnel with personnel of substantially equal ability and qualifications.
- C. The Cochise County School Superintendent's Office shall assign specific individuals to the key programmatic and fiscal positions and other changes to key personnel, specifically the Cochise County School Superintendent's Office's SABG Coordinator must be reported on or before the effective date of such change to the GOYFF.

II. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT ("HIPAA") OF 1996

- A. The Cochise County School Superintendent's Office warrants that it is familiar with the requirements of HIPAA, as amended by the Health Information Technology for Economic and Clinical Health Act ("HITECH ACT") of 2009, and accompanying regulations and will comply with all applicable HIPAA requirements in the course of this Agreement. Cochise County School Superintendent's Office warrants that it will cooperate with the GOYFF in the course of performance of the Agreement so that both GOYFF and the Cochise County School Superintendent's Office will be in compliance with HIPAA, including cooperation and coordination with the Arizona Department of Administration-Arizona Strategic Enterprise Technology ("ADOA-ASET") Office, the ADOA-ASET Arizona State Chief Information Security Office and HIPAA Coordinator and other compliance officials required by HIPAA and its regulations. The Cochise County School Superintendent's Office will sign any documents that are reasonably necessary to keep GOYFF and the Cochise County School Superintendent's Office in compliance with HIPAA, including, but not limited to, business associates agreements.
- B. If required by the GOYFF, the Cochise County School Superintendent's Office agrees to sign a "Pledge to Protect Confidential Information" and to abide by the statements addressing the creation, use and disclosure of confidential information, including information designated as protected health information and all other confidential or sensitive information as defined in policy. In addition, if requested, the Cochise County School Superintendent's Office agrees to attend or participate in HIPAA training offered by the GOYFF or to provide written verification that the Cochise County School Superintendent's Office has attended or participated in job related HIPAA training that is (1) intended to make the Cochise County School Superintendent's Office proficient in HIPAA for purposes of performing the services required and (2) presented by a HIPAA Privacy Officer or other person or program knowledgeable and experienced in HIPAA and who has been approved by the ADOA-ASET Arizona State Chief Information Security Officer and HIPAA Coordinator.

III. AGREEMENT RENEWAL

The Agreement shall not bind nor purport to bind the GOYFF for any contractual commitment in excess of the original Agreement period or amount. The GOYFF shall have the right, at its sole and unfettered discretion, whether or not to extend this Agreement. If so, the parties must execute a written amendment or a new contract. Consideration for renewal will also be based on results of program and fiscal monitoring.

IV. FUND MANAGEMENT

The Cochise County School Superintendent's Office must maintain funds received under this Agreement in separate ledger accounts and cannot mix these funds with other sources. The Cochise County School Superintendent's Office must manage funds according to applicable federal regulations for administrative requirements, cost principles and audits.

The Cochise County School Superintendent's Office must maintain adequate business systems to comply with federal requirements. The business systems that must be maintained are:

- Financial Management
- Procurement
- Personnel
- Property
- Travel

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

V. DUNS/CCR

Each successful recipient who is awarded funding must provide the following prior to an Agreement being executed: (a) Dun and Bradstreet Universal Numbering System (DUNS) number for the fiscal agent; and (b) proof of current registration in the Central Contractor Registration (CCR) database. Additionally, CCR registration must be maintained for the term of the Agreement. The DUNS website is located at <http://fedgov.dnb.com/webform>. The CCR registration information may be found at <https://www.sam.gov/portal/public/SAM/>.

VI. FFATA REPORTING REQUIREMENTS

The Cochise County School Superintendent's Office is required to provide certain information pursuant to the Federal Funding Accountability and Transparency Act of 2006 reporting requirements (Pub. L. No. 109-282, as amended by Section 6205 (a) of Pub. L. No. 110-252) "FFATA"). FFATA requires that certain information on federal awards (federal financial assistance and expenditures) be made available to the public via a single, searchable website, which is www.USASpending.gov.

VII. PUBLIC HEALTH LAW

Comply with all Public Health Law at <http://www.samhsa.gov/grants/block-grants/laws-regulations> and Terms and Conditions of Notice of Grant Award including, but not limited, to:

- A. Confidentiality of Alcohol and Drug Patient Records (42 C.F.R. Part 2);
- B. Charitable Choice Provisions; Final Rule (42 C.F.R. Part 54 and 54a);
- C. Substance Abuse Prevention and Treatment Block Grant; Interim Final Rule (45 C.F.R. 96.45, 96.51, and 96.120-121);
- D. Health Omnibus Programs Extension Act of 1988, Subtitle E General Provisions, November 4, 1988 (P.L. 100-607) [.pdf] (42 U.S.C. 300ee-5);
- E. Children's Health Act of 2000 [P.L. 106310], October 17, 2000;
- F. ADAMHA Reorganization Act of 1992 [P.L. 102-321], July 10, 1992; and
- G. Public Health Service Act [includes Title V and Title XIX].