

CERTIFICATION OF FUNDS

Contract

Title: Memorandum of Understanding between the Arizona Department of Health Services and the Government of Guam, Department of Public Health and Social Services/WIC Program (MOU No. HU950019)

Contractor/Vendor Title: Authorized Representative Name and Title

Christine Ruth
Digitally signed by Christine Ruth Date: 2021.06.03 14:44:11 -0700
CHRISTINE RUTH
Chief Procurement Officer Arizona Department of Health Services

Date: 6.3.2021

Government of Guam Authorized Representative Name, Title and Department

Arthur U. San Agustin
ARTHUR U. SAN AGUSTIN, MHR
Director, Department of Public Health and Social Services

Date: JUN 15 2021

Certification of Funds Available

Tommy C. Taitague
TOMMY C. TAITAGUE, ASO
Certifying Officer

Date: JUN 14 2021

Approved:

Lester L. Carlson, Jr.
LESTER L. CARLSON, JR.
Director, Bureau of Budget and Management Research
Date: JUL 06 2021

CLEARED PER BBMR'S REVIEW

Account No.:

5101E211712PA101/230

Document No.:

021-1700-091

Vendor No.:

A0098592

Amount:

\$119,662.00

*Previously certified \$16,554.00, Acct #5101E201712PA101. Total Contract Amount to date \$136,216.00. Additional funds shall be infused incrementally as grant awards are received.

Certification Period:

10/01/20 through 09/30/21

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JUL 01 2021

Bureau of Budget and Management Research

DEPARTMENT OF ADMINISTRATION

DIVISION OF ACCOUNTS

Registration Date: 7/22/2021

Registration No: C190600841 CFF-Inc.

Vendor No: A0098592

Registered By: *Resy R. Sapungan*

COM 6-9-21

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Christine Ruth
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Date: 2021.06.03 14:46:11 -0700
CHRISTINE RUTH
Chief Procurement Officer Arizona
Department of Health Services


Date: 6.3.2021

Certification of Funds Available


TOMMY C. TAITAGUE, ASO
Certifying Officer

Date: JUN 14 2021

Government of Guam Authorized Representative Name, Title and Department


ARTHUR U. SAN AGUSTIN, MHR
Director, Department of Public Health and Social Services

Date: JUN 15 2021

Approved:

LESTER L. CARLSON, Jr.
Director, Bureau of Budget and Management Research
Date: _____

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10/01/20 through 09/30/21

CDM 6-9-21

CERTIFICATION OF FUNDS

Contract Title: Memorandum of Understanding between the Arizona Department of Health Services and the Government of Guam, Department of Public Health and Social Services/WIC Program (MOU No. HUP50019)

Contractor/Vendor Title: Authorized Representative Name and Title

Digitally signed by Christine Ruth
CHRISTINE RUTH
Chief Procurement Officer Arizona
Department of Health Services
Date: 1.27.2021

Government of Guam Authorized Representative Name, Title and Department

ARTHUR U. SAN AGUSTIN, MHR
Director, Department of Public Health and Social Services
Date: APR 27 2021

Certification of Funds Available

TOMMY C. TANTAGUE, ASO
Certifying Officer
Date: 4.22.21

Approved: LESTER L. CARLSON, Jr.
Director, Bureau of Budget and Management Research
Date: MAY 07 2021
CLEARED PER BBMR'S REVIEW

Account No.: 5101E211712PA101/230
Document No.: 021-1700-069
Vendor No.: A0098592
Amount: \$16,554.00

*Additional funds shall be infused incrementally as grant awards are received

Certification Period: 10/01/20 through 09/30/21

RECEIVED
APR 29 2021
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Bureau of Budget and Management Research

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CERTIFICATION OF FUNDS

Contract Title: Memorandum of Understanding between the Arizona Department of Health Services and the Government of Guam, Department of Public Health and Social Services/MAC Program (MOU No. HUS90019)

Contractor/Vendor Title; Authorized Representative Name and Title
Christine Ruth Digitally signed by Christine Ruth
DN: cn=CHRISTINE RUTH, o=ASO

Government of Guam Authorized Representative Name, Title and Department

CHRISTINE RUTH
Chief Procurement Officer
Arizona Department of Health Services

ARTHUR U. SAN AGUSTIN, MHR
Acting Director, Department of Public Health and Social Services

Date: August 11, 2020

Date: 8/24/20

Certification of Funds Available

Approved:

Tommy C. Taguie
TOMMY C. TAGUIE, ASO
Certifying Officer

CLEARED PER
BSMR'S REVIEW

Lester L. Carlson, Jr.
LESTER L. CARLSON, Jr.
Director, Bureau of Budget and Management Research

Date: AUG 20 2020

Date: AUG 27 2020

Account No.: 3101E301712PA1017230
Document No.: 020-1700-052
Vendor No.: A0094592
Amount: \$142,000.00

DEPARTMENT OF ADMINISTRATION
DIVISION OF ACCOUNTS
Registration Date: 8/24/2020
Registration No.: 629410001
Vendor No.: A0094592
Registered By: *[Signature]*

Certification Period: 10/1/19 through 09/30/20

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AUG 26 2020

Bureau of Budget and Management Research

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CERTIFICATION OF FUNDS

Contract Title: Memorandum of Understanding between the Arizona Department of Health Services and the Government of Guam, Department of Public Health and Social Services/MIC Program (MOU No. HU850018)

Contractor/Vendor Title:
Authorized Representative
Name and Title

Government of Guam Authorized
Representative
Name, Title and Department

Christine Ruth
CHRISTINE RUTH
Chief Procurement Officer
Arizona Department of Health
Services

Linda Unpingco Denorcy
LINDA UNPINGCO DENORCY, MPH
Director, Department of Public Health and
Social Services

Date: 1.9.2020

Date: 1/27/2020

Certification of Funds Available

Approved: **CLEARED PER
BBMR'S REVIEW**

Tommy C. Tarvague
TOMMY C. TARVAGUE, ASO
Certifying Officer

Lester L. Carlson, Jr.
LESTER L. CARLSON, Jr.
Director, Bureau of Budget and
Management Research

Date: JAN 27 2020

Date: FEB 10 2020

Account No.: 1) 5101E201712PA112/230
2) 5101E201712PA101/230

Document No.: CAO-1700-027

Vendor No.: A0098592

Amount: 1) \$16,554.00
2) \$84,554.00

Total Amount Allowed to draw BIL/BLMIA
Additional funds shall be indicated incrementally as
cert accounts are received

Certification Period: 10/01/18 through 09/30/20

RECEIVED

JAN 28 2020

Bureau of Management Administration
DIVISION OF ACCOUNTS
Registration Date: FEB 14 2020
Registration No. 219060084
Vendor No. A0098592
Registered By: [Signature]

CERTIFICATION OF FUNDS

Contract Title: Memorandum of Understanding between the Arizona Department of Health Services and the Government of Guam, Department of Public Health and Social Services/WIC Program (MOU No. HU850018)

**Contractor/Vendor Title:
Authorized Representative
Name and Title**

Christine Ruth
CHRISTINE RUTH
Chief Procurement Officer
Arizona Department of Health
Services
Date: 4.14.2020

**Government of Guam Authorized
Representative
Name, Title and Department**

Linda Unpingco Denorsey
LINDA UNPINGCO DENORSEY, MPH
Director, Department of Public Health and
Social Services
Date: 5/7/2020

**Certification of Funds
Available**

Tommy C. Tague
TOMMY C. TAGUE, ASO
Certifying Officer
Date: MAY 8 7 2020

Approved:

Lester L. Carlson, Jr.
LESTER L. CARLSON, Jr.
Director, Bureau of Budget and Management Research
Date: MAY 18 2020
RECEIVED PER BMR'S REVIEW

Account No.:

5101E201712PA101230

Document No.:

020 1700-040 ✓

Vendor No.:

A0000002

Amount:

\$33,108.00 ✓

THIS CHECK IS VALID FOR CASH AND DEPOSIT ONLY IN THE STATE OF ARIZONA. ANY OTHER USES ARE VOID. THIS CHECK IS NOT VALID FOR DEPOSIT IN ANY OTHER BANK OR FINANCIAL INSTITUTION. ANY OTHER USES ARE VOID.

Certification Period:

10/01/19 through 09/30/20

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MAY 09 2020
Bureau of Budget and
Management Research

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| DEPARTMENT OF ADMINISTRATION DIVISION OF ACCOUNTS | |
| Registration Date | <u>05/10/2020</u> |
| Registration No. | <u>02000000</u> |
| Vendor No. | <u>001072 Off Invoice</u> |
| Registered By: | <u>A 05/10/2020</u> |

CERTIFICATION OF FUNDS

Contract Title: Memorandum of Understanding between the Arizona Department of Health Services and the Government of Guam, Department of Public Health and Social Services/MIC Program (MOU No. HU950019)

Contractor/Vendor Title:
Authorized Representative
Name and Title

Government of Guam Authorized Representative Name, Title and Department

Christine Ruth
CHRISTINE RUTH
Chief Procurement Officer
Arizona Department of Health Services

Linda Unpingco Denoroby
LINDA UNPINGCO DENOROBY, MPH
Director, Department of Public Health and Social Services

Date: 1.9.2020

Date: 1/27/2020

Certification of Funds Available

Approved: **CLEARED PER BBMR'S REVIEW**

Tommy C. Taguie
TOMMY C. TAGUIE, ASO
Certifying Officer

W Lester L. Carlson, Jr.
LESTER L. CARLSON, Jr.
Director, Bureau of Budget and Management Research

Date: JAN 27 2020

Date: FEB 18 2020

Account No.: 1) 6101E201712PA112/230
2) 6101E201712PA101/230

Document No.: CAO-1700-027

Vendor No.: A009852

Amount: 1) \$18,854.00
2) \$64,854.00

Certification Period: 10/1/19 through 08/31/20

This Contract Amount is also BIC, BIC OR Additional Funds shall be indicated appropriately as grant awards are received

RECEIVED
JAN 28 2020

Bureau of Management Administration
DIVISION OF ACCOUNTS
Registration Date: FEB 14 2020
Registration No. 219060054
Vendor No. A009852
Registered By: [Signature]

19-0169 *JP*

MEMORANDUM OF UNDERSTANDING
MOU No. HU950019

BETWEEN

The Arizona Department of Health Services ("Department")
and
Guam Department of Public Health and Social Services ("Contractor")

BACKGROUND

The Special Supplemental Nutrition Program for Women, Infants and Children ("WIC Program") is a federally regulated program and the United States Department of Agriculture ("USDA") funds and supervises the program. Arizona Revised Statutes Section 48-331(A) authorizes the Department to operate a women, infants and children nutrition program ("Department's WIC Program").

Formerly known as the Arizona In Motion (AIM) Consortium, the Health and Nutrition Delivery System (HANDS) Consortium was created over ten (10) years ago and has found success in the many projects it has undertaken. In 2007, the Western Region Office (WRO) of Food and Nutrition Services (FNS) contacted the Arizona Department of Health Services (ADHS) and asked if Arizona WIC would partner with the American Samoa WIC Program. American Samoa WIC had a computer system that was at the end of life, and it was not cost effective or feasible for American Samoa WIC to develop a new system or migrate to an existing system unassisted. In August 2007, Arizona WIC conducted an on-site assessment. After thorough testing and training, American Samoa WIC went live on the AIM system in May 2008.

Following American Samoa WIC's cost effective and successful AIM launch, WRO asked Arizona WIC to partner with the Commonwealth of the Northern Mariana Islands (CNMI) WIC Program. CNMI WIC was established in 2007 and did not have a computerized certification system. After an on-site assessment, testing, and training, CNMI WIC went live on the AIM system in October 2008. Subsequent to the successful CNMI WIC AIM launch, WRO asked Arizona WIC to partner with the Guam WIC Program, another agency who needed technical assistance migrating from an end of life system. After an on-site assessment, testing, and training, Guam WIC went live on the AIM system in February 2009. The Guam WIC transition was the first to require a significant amount of participant data to be transferred to AIM. The 6th partner to join the Consortium was the Navajo Nation WIC Program, which went live on the AIM system in June 2009. Like Guam WIC, the Navajo Nation WIC transition also included a significant amount of participant data to be transferred to AIM. During the transition to AIM, Arizona also aided Navajo Nation WIC to successfully implement the required major food package changes that occurred in 2009.

Each of the four (4) agency rollouts to the AIM system required a detailed staff and equipment assessment, equipment installation, staff training and follow up, assistance with policies and procedures to reflect the new system, testing, and, in some cases, data conversion. Transfer projects of this scale can take a single agency multiple years of planning and testing to accomplish. However, under the leadership and management of Arizona WIC, the American Samoa, CNMI, Guam, and Navajo Nation WIC Programs were successfully transitioned from legacy systems to AIM in less than two (2) years all while avoiding any major problems or timeline extensions. The rapid yet well planned implementation allowed each of the programs to save time and money and avoid unnecessary enhancements and maintenance on their legacy systems. The five (5) state agency WIC Programs using AIM then formed the AIM Consortium.

In June 2009, Arizona WIC received approval from USDA for the WIC.NET Migration Project's, Implementation Advance Planning Document (IAPD). The WIC.NET Migration Project IAPD requested hardware acquisition, technological infrastructure upgrades, software development and upgrades, and testing and quality assurance support for the new HANDS WIC certification application. Arizona WIC contracted with Currier, McCabe, and Associates (CMA) to serve as the WIC .NET Migration Project Design, Development, and Implementation team. CMA upgraded the existing AIM application to meet the functional requirements identified in the Request for Proposal (RFP). Arizona WIC contracted with MAXIMUS Consulting Services, Inc. (MAXIMUS) to provide Quality Assurance (QA) oversight, also contracted by the RFP.

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MEMORANDUM OF UNDERSTANDING
MOU No. HU980019

MAXIMUS worked independently of CMA to assist Arizona WIC in assessing the efficacy of the HANDS application and proposed enhancements.

Upon completion of development, HANDS was thoroughly tested. After an Arizona local agency pilot and Consortium-wide training, Arizona WIC managed the successful rollout of all five (5) HANDS Consortium WIC agencies between October 2014 and December 2014 - a transition of over six hundred (600) system users in just over two (2) months. The expedited HANDS rollout was not only cost effective but reduced the potential for dual participation between the two (2) systems and allowed for better data monitoring and reporting.

In 2014, Arizona WIC received approval and funding from USDA for HANDS Consortium eWIC implementation. Arizona WIC contracted via the RFP with Custom Data Processing (CDP) as the eWIC processor and with MAXIMUS to provide QA oversight. CMA continued to serve as the M&O Contractor and completed the necessary HANDS eWIC interface changes. Upon completion of eWIC development, HANDS and eWIC were thoroughly tested and piloted by an Arizona local agency. Beginning in mid-October 2017 and ending in late November 2017, Arizona WIC completed the statewide rollout of eWIC to one hundred nineteen (119) clinics and approximately six hundred fifty (650) vendors within six (6) weeks.

As each Consortium partner uses the same version of HANDS and is contracted with the same eWIC processor, Arizona WIC was able to conduct the eWIC pilot prior to rollout on behalf of the Consortium so that individual partner agency pilots were not required. The HANDS Consortium completed eWIC implementation on May 1, 2018. The Arizona WIC Program has executed similar MOU's with American Samoa, CNMI and Navajo Nation WIC Programs. By establishing the MOU, the Arizona WIC Program will be able to monitor and meet the terms of the MOU more efficiently, and the USDA will more readily be able to track their progress. Currently, USDA provides American Samoa, CNMI Grant, and Navajo Nation the funds to pay the Arizona WIC Program for the services.

THEREFORE, for good and valuable consideration as outlined below, the parties agree as follows:

A. TERM OF THE MOU:

The term of this MOU will be for ten (10) years from October 1, 2018.

B. CONTRACT EXTENSION:

The total MOU term, including extension, shall not exceed a total of ten (10) years from the effective date of the MOU.

C. TERMINATION:

1. This MOU remains in effect until terminated in accordance with the provision A of this section, or as otherwise provided below:

1.1 Termination due to State or Federal Law

State or Federal law invalidates the MOU;

1.2 Termination without Cause

Both the Department and the Contractor may terminate this MOU at any time with three hundred and sixty (360) calendar days notice in writing specifying the termination date. Such notices shall be given by personal delivery or by certified mail, return receipt requested. If the Contractor terminates this MOU without cause, the Contractor shall pay the Department the MOU price for all services and materials completed up to the date of termination;

MEMORANDUM OF UNDERSTANDING
MOU No. HU950019

1.3 Termination for Default

The Department reserves the right to terminate the Contract in whole or in part due to the failure of the Contractor to comply with any material obligation, term or condition of the MOU, to acquire and maintain all required bonds, licenses and permits, or to make satisfactory progress in performing the MOU. The Contractor should receive written notice detailing the areas of non-performance and have thirty (30) days to correct non-performance prior to termination for default;

1.4 Cancellation for Conflict of Interest

Pursuant to A.R.S. § 38-511, the Department may cancel this MOU within three (3) years after MOU execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the MOU on behalf of the Department is, or becomes at any time while the MOU or an extension of the MOU is in effect, an employee of or a consultant to any other party to this MOU with respect to the subject matter of the MOU. 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 Department, it may also cancel this Contract as provided in A.R.S. § 38-511; or

1.5 Mutual Termination

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

2. Disposition of Property

Upon termination of this MOU, all property of the USDA will be allocated based upon the approval of USDA.

D. CONFIDENTIALITY:

1. Any information that may be exchanged through this MOU shall not be used for purposes other than those covered in the Scope of Work without prior approval of all parties to this MOU.
2. This MOU is made in accordance with WIC Program federal regulations 7 C.F.R. § 248.28 (d).

E. NON-DISCRIMINATION:

The parties shall comply with Executive Order 75-8 as modified by Executive Order 98-4, which mandates that all persons, regardless of race, color, religion, sex, age, national origin or political affiliation, shall have equal access to employment opportunities, and all other applicable State and Federal employment laws, rules, and regulations, including the Americans with Disabilities Act. The Parties shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, creed, color, religion, sex, national origin or disability.

F. RECORDS:

Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain all data and other records ("records") relating to the MOU for a period of five (5) years after the completion of the MOU. All records shall be subject to inspection and audit by the Department at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.

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MEMORANDUM OF UNDERSTANDING
MOU No. HUBB001B

G. ARBITRATION:

The parties to this MOU agree to resolve all disputes arising out of or relating to this MOU, after exhausting applicable administrative review, through arbitration to the extent required by A.R.S. §12-1518.

H. INDEMNITY CLAUSE:

Contractor shall indemnify, defend, save and hold harmless the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitees") 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 Indemnitees shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitees, 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.

I. AMENDMENT OR MODIFICATIONS:

No amendment or modifications to this MOU, including any amendment or modification of this paragraph, shall be effective unless the same is in writing signed by the parties.

J. ARIZONA LAW:

The law of Arizona applies to this MOU including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona.

K. RELATIONSHIP OF PARTIES:

The Contractor under this MOU is an independent Contractor. Neither party to this MOU shall be deemed to be the employee or agent of the other party to the MOU.

L. SEVERABILITY:

The provisions of this MOU are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the MOU.

M. NO PAROLE EVIDENCE:

This MOU is intended by the parties as a final and complete expression of their MOU. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document.

MEMORANDUM OF UNDERSTANDING
MOU No. HU950018

N. NO WAIVER:

Either party's failure to insist on strict performance of any term or condition of the MOU 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.

O. HEADINGS:

Headings are for organizational purposes only and shall not be interpreted as having legal significance or meaning.

P. ADVERTISING AND PROMOTION OF CONTRACT:

The Contractor shall not advertise or publish information for commercial benefit concerning this MOU without the prior written approval of an ADHS Procurement Officer.

Q. UNAVAILABILITY OF FUNDING:

Funds may not be presently available for performance under this MOU beyond the first year of the Department's budget term or MOU term. The Department may reduce performance or terminate this MOU without further recourse, obligation or penalty in the event that insufficient funds are appropriated in the subsequent budget term. The Department will give as much notice as possible, including one (1) year if possible. The Department shall not be liable for any purchases or subcontracts entered into by the Contractor in anticipation of Department funding.

MEMORANDUM OF UNDERSTANDING
MOU No. HUB60019

SCOPE OF WORK

A. BACKGROUND

The Guam WIC Program has had an MOU with the Arizona WIC program since 2006 to utilize the AIM and now HANDS Management Information System. This MOU is to continue the MOU that Arizona will maintain overall responsibility for daily operations, support, and maintenance of HANDS on behalf of the Guam WIC Program in exchange for payment.

B. OBJECTIVE

The Arizona Department of Health Services (ADHS) will provide Guam WIC Program with an effectively automated system that is compatible with Electronic Benefit Transfer (EBT or eWIC) to deliver nutrition education and benefits to their WIC participants.

C. TASKS

Both parties agree to share a common-code baseline of the HANDS application and make accommodations to support Contractor's business practices that do not affect the common code only with the approval of USDA and when all parties agree to the change in common. Additionally, both parties agree to coordinate changes and upgrades to the application necessary to meet all federal requirements and to maintain the baseline so that the Arizona WIC Program can provide support to Contractor.

1. Guam WIC Program shall:

- 1.1 Fund travel costs as needed to ensure installation and support of the Guam system by Arizona WIC staff;
- 1.2 Review the system status on a daily basis. Concerns with the system shall be reported within thirty (30) minutes of occurrence. These issues shall be reported in the following manner:
 - 1.2.1 Call or email the WIC Service Desk,
 - 1.2.2 Capture a screen shot of the error or issue encountered, and
 - 1.2.3 Save the screen shot of the issue into a Word document detailing the steps followed prior to encountering the issue. The Users ID should also be included in the information provided.
- 1.3 Attend all training provided by ADHS or the HANDS Maintenance Contractor;
- 1.4 Report any suspected unauthorized access immediately to the WIC Service Desk and Guam management by email or telephone;
- 1.5 Provide "first level" help desk support on site;
- 1.6 Maintain workstations and printers for Guam WIC users. All equipment will be purchased with a three (3) year warranty. In addition, the Guam WIC program will develop and submit to the USDA a three (3) year hardware replacement plan and guidelines for general maintenance of stations and printers within one (1) year of Contract execution;

MEMORANDUM OF UNDERSTANDING
MOU No. HU850018

- 1.7 Procure all supplies required for the successful operation of the HANDS system (i.e., blank check stock, report Toner Cartridges, MICR Toner Cartridges, pin pads, signature pads, scanners). All supplies must be compatible with HANDS. Guam receive approval from the Arizona WIC program prior to procuring any supplies not previously approved;
 - 1.8 Provide training to new users of HANDS;
 - 1.9 Provide internet connectivity at the Guam WIC Clinics and Administration Offices without interruption;
 - 1.10 Provide Support to:
 - 1.10.1 Troubleshoot internet connection issues (have someone working the issue within thirty (30) minutes of a report),
 - 1.10.1 Troubleshoot domain issues (have someone investigating the issue within thirty (30) minutes of a report), and
 - 1.10.2 Keep the operating systems and virus software up to date on all Domain Servers.
 - 1.11 Submit payment within sixty (60) days of receiving invoice.
2. Guam Management Information Systems (MIS) shall:
- 2.1 Set up and maintain email for Guam WIC users;
 - 2.2 Setup and maintain the Virus software on each of the WIC computers;
 - 2.3 Set up and maintain (including patches) the operating system on each of the WIC computers;
 - 2.4 Set up and maintain (including updates) the Microsoft Office application on each of the WIC computers; and
 - 2.5 Provide static IP's for all printers.
3. Arizona WIC shall perform the following activities:
- 3.1 Arizona WIC Program shall provide maintenance and support services as follows:
 - 3.1.1 Monitor the database weekly; reorganize, optimize and tune procedures as necessary,
 - 3.1.2 Monitor daily processes, troubleshoot problems and make necessary corrections to any database objects,
 - 3.1.3 Monitor End-of-Day process, troubleshoot problems and make necessary corrections to any database objects or data being processed,
 - 3.1.4 Create ad-hoc scripts, triggers, etc. for special reports,
 - 3.1.5 Provide Oracle support as it relates to the WIC application,
 - 3.1.6 Update documentation as required, and

MEMORANDUM OF UNDERSTANDING
MOU No. HUB5001B

- 3.1.7 Provide on-site support as necessary (travel and per diem expenses will be chargeable and reimbursable in accordance with U.S. Government Joint Travel Regulations applicable at the service);
- 3.2 Hosting of the Guam HANDS application and database. The application will be available Monday - Sunday, 7:00 am - 7:00 pm Guam time except on Sundays during quarterly maintenance procedures;
- 3.3 Maintaining and managing the version control of all application and database software;
- 3.4 Daily End-of-Day (EOD) monitoring (review of nightly processing logs and resolving any issues found) to ensure the application and database are accessible and operational. Troubleshooting assistance will be provided to resolve issues such as bank files, case loads, or other data related errors;
- 3.5 Daily reviewing of system logs (Application, Security, System and HANDS Error Log) with appropriate follow-up to ensure system reliability and security;
- 3.6 Daily reviewing and verification that the export of data files was successful and that daily backups are created and stored in a safe, fire-proof and locked location;
- 3.7 Providing, as needed, status and participation information to the Guam WIC Administrator, WIC Clinic Manager and the Information Systems Administrator;
- 3.8 Testing of upgraded, enhanced or modified versions of all respective modules prior to release;
- 3.9 Creating user accounts to provide new Guam users access to the HANDS application including User IDs and passwords;
- 3.10 Assisting in the assignment of user agency access and roles according to clinic staff responsibilities;
- 3.11 Providing electronic versions of all User Manuals as updated;
- 3.12 Providing WIC Service Desk support which will include real-time assistance troubleshooting user or system issues. Help Desk support will be provided during Guam business hours: Monday - Friday 7:00 am - 4:00 pm (excluding holidays observed by Guam State government). Support outside of this period and on holidays will be for emergency service only. Those issues which cannot be immediately resolved will be forwarded to the Arizona WIC maintenance contractor for resolution. The Arizona WIC Program's maintenance contractor will begin investigation of the issue within thirty (30) minutes of notification of the problem;
- 3.13 Establishing and maintaining a toll free WIC Service Desk number which will be available during the business hours identified above;
- 3.14 System Upgrades:
 - 3.14.1 Keeping the Guam HANDS application up-to-date with the latest release,
 - 3.14.2 Keeping the Guam HANDS databases up-to-date, and
 - 3.14.3 Keeping the Operating Systems and Virus Software up-to-date on all backup servers.

MEMORANDUM OF UNDERSTANDING
MOU No. HU950019

- 3.15 Providing Backup Router configuration and maintenance,
- 3.16 Performing quarterly maintenance activities. Maintenance activities include but are not limited to:
 - 3.16.1 Reviewing database and application server disk space,
 - 3.16.2 Analyzing database file sizing,
 - 3.16.3 Analyzing temporary workspace sizing,
 - 3.16.4 Providing partition Maintenance, and
 - 3.16.5 Reconciling of Alert Logs;
- 3.17 Invoicing for services:
 - 3.17.1 Maintenance of HANDS to be sent to Guam WIC within (15) days after the end of each quarter,
 - 3.17.2 USDA required enhancements, training, equipment purchases, shipping and all other costs as identified in the price sheet will be invoiced upon completion.

D. NOTICES, CORRESPONDENCE, REPORTS, INVOICES AND PAYMENTS

- 1. Notices, correspondence, and requests from Guam to ADHS shall be sent to:

Bureau Chief
Bureau of USDA Nutrition Programs
150 N. 15th Ave, # 310
Phoenix, AZ 85007
(602) 364-0887 - Telephone
(602) 642-1890 - Fax
Bill@azdhs.gov

- 2. Payments shall be sent to:

Accounts Receivable
Arizona Department of Health Services
150 N. 15th Ave, # 280
Phoenix, AZ 85007
(602) 642-1886- Telephone
(602) 642-1890- Fax
Invoices@azdhs.gov

- 3. Notices, correspondence, reports and invoices from ADHS to the Guam shall be sent to:

Charles Morris, WIC Director
Bureau of Nutrition Services Administrator
Guam WIC Program
Department of Public Health and Social Services
Government of Guam
18-0108 Mariner Avenue, Sanigada, Guam 96913-1601
(671) 476-0287 - Telephone
(671) 477-7846 - Fax

**MEMORANDUM OF UNDERSTANDING
MOU No. HU950019**

PRICE SHEET

| Item | Description of Material or Service | Unit | Estimated Quantity | Unit Rate | Total Cost |
|------|---|-------------|--------------------|-------------|-------------|
| 1 | Maintenance and operations support | Quarterly | 4 quarters | \$19,834.00 | \$79,336.00 |
| 2 | Project Management | Hourly Rate | As Needed | \$160.00 | |
| 3 | Programming | Hourly Rate | As Needed | \$110.00 | |
| 4 | Testing | Hourly Rate | As Needed | \$65.00 | |
| 5 | DBA | Hourly Rate | As Needed | 150.00 | |
| 6 | System Analyst | Hourly Rate | As Needed | \$195.00 | |
| 7 | Reimbursement of Equipment | Each | Per Invoice | | |
| 8 | Reimbursement of Supplies | Each | Per Invoice | | |
| 9 | Reimbursement of Training Materials | Each | Per Invoice | | |
| 10 | Reimbursement of Training and Technical Assistance Expenses (inclusive of personnel and travel when needed) | Hourly Rate | As Needed | \$100.00 | |
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19-0163 *99*

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated by their respective names

CONTRACTOR:
[Signature]
ANA SHOSHTARIKI
Chief Procurement Officer
Arizona Department of Health Services

FOR THE GOVERNMENT:
[Signature]
LINDA UNPINGCO DENORCEY, MPH
Acting Director, Department of Public
Health and Social Services

Date: 2/14/19

Date: 3/11/19

CERTIFIED FUNDS AVAILABLE:
[Signature]
TOMMY C. TAITAGUE
Administrative Services Officer
Certifying Officer, DPHSS

NOT REQUIRED
[Signature]
CLAUDIA S. ACFALLE
Chief Procurement Officer
General Services Agency

Date: MAR 11 2019

SUBJECT TO AVAILABILITY OF FUNDS:
ACCOUNT NO.: 1) 5101R191712PA117/230; 2) 5101R191712PA101/230
AMOUNT: \$ 1) \$14,554.00; 2) \$59,662.20 (Total: \$64,216.20)
VENDOR NO.: 019-1700-048
DOCUMENT NO.: _____

APPROVED: **CLEARED PER
BBMR'S REVIEW**
[Signature] *3/21/19*
LESTER L. CARLSON, Jr.
Acting Director, Bureau of Budget and
Management Research
Date: MAR 20 2019

APPROVED AS TO LEGALITY AND
FORM:
[Signature]
LLEVIN TAITANO CAMACHO
Attorney General of Guam
Office of the Attorney General
Date: 6/25/19
DPHSS 19-0163

APPROVED:

RECEIVED
Bureau of Budget and
Management Research
MAR 13 2019

[Signature]
LOURDES A. LEON GUERRERO
Governor of Guam
Date: 7/5/2019

DEPARTMENT OF ADMINISTRATION
DIVISION OF ACCOUNTS
Registration Date: 07/05/19
Registration No.: 019-0163
Vendor No.: 100692
Registered By: *[Signature]*

19-0163

Modification of the Memorandum of Understanding

MOU No. HU950019

The Territory of Guam was established by act of the U.S. Congress and is a sovereign entity. Guam's sovereign immunity is only waived to the extent it is expressly waived by Guam's Legislature. See 48 U.S.C. §1421(a). Guam waives its sovereign immunity in 5 OCA Chapter 6 Government Claims Act, and in 5 OCA Chapter 5 § 5480. Designations of venue, choice of law, enforcement action, and similar provisions should not be construed as a waiver of sovereign immunity.

Both parties to this Memorandum of Understanding MOU No. HU950019 are sovereign entities.

Liabilities and Immunities. Section H. Indemnity Clause on page 4 of the agreement is replaced with the following.

"Nothing in this MOU shall be construed as an indemnification by one party or the other for the liabilities of a party or third persons for property loss, or damage, or death, or personal injury arising out of and during the performance of this MOU. Any liabilities or claims for property loss or damage, or for death or personal injury by a party or its agents, employees, contractors, or assigns by third persons, arising out of and during the performance of this MOU, shall be determined according to applicable law."

Requested By:

Charles R. Morris 6-28-19

Signature

Date

Charles Morris, WIC Director
Bureau of Nutrition Services Administrator
Guam WIC Program
Department of Public Health and Social Services
Government of Guam

RECEIVED
Dr. [unclear]



CERTIFICATION OF FUNDS

Contract

Title: Memorandum of Understanding between the Arizona Department of Health Services and the Government of Guam, Department of Public Health and Social Services/WIC Program (MOU No. HU950019)

Contractor/Vendor Title: Authorized Representative Name and Title

Christine Ruth

Digitally signed
by Christine Ruth
Date: 2021.06.03
14:46:13 -0700

CHRISTINE RUTH
Chief Procurement Officer Arizona
Department of Health Services


Date: 6.3.2021

Certification of Funds Available


TOMMY C. TAIJAGUE, ASO
Certifying Officer

Date: JUN 14 2021

Government of Guam Authorized Representative Name, Title and Department


ARTHUR J. SAN AGUSTIN, MHR
Director, Department of Public Health and Social Services

Date: JUN 15 2021

Approved:

LESTER L. CARLSON, Jr.
Director, Bureau of Budget and Management Research
Date: _____

Account No.:

5101E211712PA101/230

Document No.:

021-1700-091

Vendor No.:

A0098592

Amount:

\$119,662.00

*Previously certified \$16,554.00,
Acct #5101E201712PA101.
Total Contract Amount to date
\$136,216.00. Additional funds
shall be infused incrementally as
grant awards are received.

Certification Period:

10/01/20 through 09/30/21