INTERGOVERNMENTAL AGREEMENT (IGA)

Contract No. IGA2020-015

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

Project Title: Healthy People Healthy Communities **Begin Date:** July 1, 2020

Geographic Service Area: Cochise County **Termination Date:** June 30, 2025

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

- [X] **Counties: A.R.S. §§ 11-201, 11-951, 11-952 and 36-182.**
- [ ] **Indian Tribes: A.R.S. §§ 11-951, 11-952 and the rules and sovereign authority of the contracting Indian Nation.**
- [ ] **School Districts: A.R.S. §§ 11-951, 11-952, and 15-342.**
- [ ] **City of Phoenix: Chapter II, §§ 1 & 2, Charter, City of Phoenix.**
- [ ] **City of Tempe: Chapter 1, Article 1, §§ 1.01 & 1.03, Charter, City of Tempe.**

Amendments signed by each of the parties and attached hereto are hereby adopted by reference as a part of this Contract, from the effective date of the Amendment, as if fully set out herein.

Arizona Transaction (Sales) Privilege: _____

Federal Employer Identification No.: _____

Tax License No.: _____

Contractor Name: Cochise Health and Social Services
Address: 1415 Melody Lane
Bisbee, AZ 85603

FOR CLARIFICATION, CONTACT:

Name: _____

Phone: _____

FAX No: _____

E-mail: _____

CONTRACTOR SIGNATURE:
The Contractor agrees to perform all the services set forth in the Agreement and Work Statement.

8/11/2020

Signature of Person Authorized to Sign Date

Gregory McQuaide Interim Health Director

Print Name and Title

This Contract shall henceforth be referred to as Contract No. IGA2020-015 The Contractor is hereby cautioned not to commence any billable work or provide any material, service or construction under this Contract until Contractor receives a fully executed copy of the Contract.

State of Arizona

Signed this _____ day of _____, 2020

Procurement Officer

CONTRACTOR ATTORNEY SIGNATURE:

Pursuant to A.R.S. § 11-952, the undersigned Contractor's Attorney has determined that this Intergovernmental Agreement is in proper form and is within the powers and authority granted under the laws of Arizona.

Sara L. Dent 8/11/2020

Signature of Person Authorized to Sign Date

Sara L. Dent

Print Name and Title

Attorney General Contract, No. P0012014000078, which is an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952 by the undersigned Assistant Attorney General, who has determined that it is in the proper form and is within the powers granted under the laws of the State of Arizona to those parties to the Agreement represented by the Attorney General.
The Attorney General, BY:

Signature **Date**

Assistant Attorney General:

1. **Definition of Terms.** As used in this Contract, the terms listed below are defined as follows:

1.1 *"Attachment"* means any document attached to the Contract and incorporated into the Contract.

1.2 *"ADHS"* means Arizona Department of Health Services.

1.3 *"Budget Term"* means the period of time for which the contract budget has been created and during which funds should be expended.

1.4 *"Change Order"* means a written order that is signed by a Procurement Officer and that directs the Contractor to make changes authorized by the Uniform Terms and Conditions of the Contract.

1.5 *"Contract"* means the combination of the Uniform and Special Terms and Conditions, the Specifications and Statement or Scope of Work, Attachments, Referenced Documents, any Contract Amendments and any terms applied by law.

1.6 *"Contract Amendment"* means a written document signed by the Procurement Officer and the Contractor that is issued for the purpose of making changes in the Contract.

1.7 *"Contractor"* means any person who has a Contract with the Arizona Department of Health Services.

1.8 *"Cost Reimbursement"* means a contract under which a contractor is reimbursed for costs, which are reasonable, allowable and allocable in accordance with the contract terms and approved by ADHS.

1.9 *"Days"* means calendar days unless otherwise specified.

1.10 *"Emerging Issues"* means a potential new threat, or problem to a local health system that can impact local resources, the environment, or populations.

1.11 *"Evidence-Based Strategies"* are strategies that explicitly link public health or clinical practice recommendation to scientific evidence of the effectiveness and/or other characteristics of such practices. (Reference: Community Guide: http://www.thecommunityguide.org/) Evidence based public health practice is the careful, intentional and sensible use of current best scientific evidence in making decisions about the choice and application of public health interventions. (Reference: Community Commons http://www.communitycommons.org/)

1.12 *"Fixed Price"* establishes a set price per unit of service. The set price shall be based on costs, which are reasonable, allowable and allocable.

1.13 *"Gratuity"* means 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.

1.14 *"HPHC IGA"* means Healthy People Healthy Communities Intergovernmental Agreement. This IGA was developed to facilitate collaboration, coordination, and communication between the Contractors/Local Health Departments and ADHS to improve the health and well-being of Arizona residents.

1.15 *"Materials"* unless otherwise stated herein, means all property, including but not limited to equipment, supplies, printing, insurance and leases of property.

1.16 *"May"* means the Contractor is encouraged to utilize recommended policy in order to fulfill the intent of the contract.

1.17 *"Must"* means a mandatory Program policy considered essential to the provision of high-quality services. A Contractor who does not follow a required Program policy will be cited for this failure.

1.18 *"Procurement Officer"* means the person duly authorized by the State to enter into, administer Contracts,

and make written determinations with respect to the Contract.

1.19 *"Program Manager"* means the ADHS employee who is responsible for the implementation and oversight of the specific programs within the HPHC IGA. The Program Manager coordinates activities among Contractors and among ADHS staff, receives and reconciles invoices, handles budget issues, and provides technical support. The Program Manager is responsible for negotiating contracts, requesting contract amendments to be processed by the Procurement Office, conducting site visits, and monitoring Contractor compliance with the provisions of the contract.

1.20 *"Purchase Order"* means a written document that is signed by a Procurement Officer, that requests a vendor to deliver described goods or services at a specific price and that, on delivery and acceptance of the goods or services by ADHS, becomes an obligation of the State.

1.21 *"Scope of Work"* means the area in an agreement where the work to be performed is described. The SOW should contain any milestones, reports, deliverables, and end products that are expected to be provided by the performing party/Contractor.

1.22 *"Services"* means the furnishing of labor, time or effort by a Contractor or Subcontractor.

1.23 *"Site Visit"* means any visit to the Contractor's or Sub-contractor's business location by ADHS HPHC IGA Program staff or a designee, once per year.

1.24 *"Subcontract"* means any contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of this Contract.

1.25 *"State"* means the State of Arizona, or ADHS. For purposes of this Contract, the term "State" shall not include the Contractor.

2. Contract Type.

This Contract shall be:

X Fixed Price

3. Contract Interpretation.

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

3.2. Implied Contract Terms. Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.

3.3. Contract Order of Precedence. In the event of a conflict in the provisions of the Contract, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:

3.3.1. Terms and Conditions;

3.3.2. Statement or Scope of Work;

3.3.3. Attachments; and

3.3.4. Referenced Documents.

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

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

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

3.7. No Waiver. Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

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

4. Contract Administration and Operation.

4.1. Term. As indicated on the signature page of the Contract, the Contract shall be effective as of the Begin Date and shall remain effective until the Termination Date.

4.2. Contract Renewal. This Contract shall not bind, nor purport to bind, the State for any contractual commitment in excess of the original Contract period. The term of the Contract shall not exceed five years. However, if the original Contract period is for less than five years, the State shall have the right, at its sole option, to renew the Contract, so long as the original Contract period together with the renewal periods does not exceed five years. If the State exercises such rights, all terms, conditions and provisions of the original Contract shall remain the same and apply during the renewal period with the exception of price and Scope of Work, which may be renegotiated.

4.3. New Budget Term. If a budget term has been completed in a multi-term Contract, the parties may agree to change the amount and type of funding to accommodate new circumstances in the next budget term. Any increase or decrease in funding at the time of the new budget term shall coincide with a change in the Scope of Work or change in cost of services as approved by the Arizona Department of Health Services.

4.4. Non-Discrimination. The Contractor shall comply with State Executive Order No. 2009-09 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.

4.5. Records and Audit. Under A.R.S. § 35-214 and A.R.S. § 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other records ("records") relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit by the State and where applicable the Federal Government at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.

4.6. Financial Management. For all contracts, the practices, procedures, and standards specified in and required by the Accounting and Auditing Procedures Manual for the ADHS funded programs shall be used by the Contractor in the management of Contract funds and by the State when performing a Contract audit. Funds collected by the Contractor in the form of fees, donations and/or charges for the delivery of these Contract services shall be accounted for in a separate fund.

4.6.1. *Federal Funding.* Contractors receiving federal funds under this Contract shall comply with the certified finance and compliance audit provision of the Office of Management and Budget (OMB) Circular A-133, if applicable. The federal financial assistance information shall be stated in a Change Order or Purchase Order.

4.6.2. *State Funding.* Contractors receiving state funds under this Contract shall comply with the certified compliance provisions of A.R.S. § 35-181.03.

4.7. Inspection and Testing. The Contractor agrees to permit access, at reasonable times, to its facilities.

4.8. Notices. Notices to the Contractor required by this Contract shall be made by the State to the person indicated on the signature page by the Contractor, unless otherwise stated in the Contract. Notices to the State required by the Contract shall be made by the Contractor to an ADHS Procurement Officer, unless otherwise stated in the Contract. An authorized ADHS Procurement Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice, and an amendment to the Contract shall not be necessary.

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

4.10. Property of the State.

4.10.1. *Equipment.* Except as provided below or otherwise agreed to by the parties, the title to any and all equipment acquired through the expenditure of funds received from the State shall remain the property of the State by and through the ADHS and, as such, shall remain under the sole direction, management and control of the ADHS. When this Contract is terminated, the disposition of all such property shall be determined by the ADHS. For Fixed Price contracts, when the Contractor provides the services/materials required by the Contract, any and all equipment purchased by the Contractor remains the property of the Contractor. All purchases of equipment need to be reported to the ADHS Office of Inventory Control.

4.10.2. *Title and Rights to Materials.* As used in this section, the term "Materials" means all products created or produced by the Contractor under this Contract, including, but not limited to: written and electronic information, recordings, reports, research, research findings, conclusions, abstracts,

results, software, data and any other intellectual property or deliverables created, prepared, or received by the Contractor in performance of this Contract. Contractor acknowledges that all Materials are the property of the State by and through the ADHS and, as such, shall remain under the sole direction, management and control of the ADHS. The Contractor is not entitled to a patent or copyright on these Materials and may not transfer a patent or copyright on them to any other person or entity. To the extent any copyright in any Materials may originally vest in the Contractor, the Contractor hereby irrevocably transfers to the ADHS, for and on behalf of the State, all copyright ownership. The ADHS shall have full, complete and exclusive rights to reproduce, duplicate, adapt, distribute, display, disclose, publish, release and otherwise use all Materials. The Contractor shall not use or release these Materials without the prior written consent of the ADHS. When this Contract is terminated, the disposition of all such Materials shall be determined by the ADHS. Further, the Contractor agrees to give recognition to the ADHS for its support of any program when releasing or publishing program Materials.

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

4.10.4. Title and exclusive copyright to all Material shall vest in the State of Arizona, subject to any rights reserved on behalf of the federal government. As State agencies and instrumentalities, both ADHS and Contractor shall have full, complete, perpetual, irrevocable and non-transferable rights to reproduce, duplicate, adapt, make derivative works, distribute, display, disclose, publish and otherwise use any and all Material. The Contractor's right to use Material shall include the following rights: the right to use the Material in connection with its internal, non-profit research and educational activities, the right to present at academic or professional meetings or symposia and the right to publish in journals, theses, dissertations or otherwise of Contractor's own choosing. Contractor agrees to provide ADHS with a right of review prior to any publication or public presentation of the Material, and ADHS shall be entitled to request the removal of its confidential information or any other content the disclosure of which would be contrary to the best interest of the State of Arizona. Neither party shall release confidential information to the public without the prior expressly written permission of the other, unless required by the State public records statutes or other law, including a court order. Each party agrees to give recognition to the other party in all public presentations or publications of any Material, when releasing or publishing them.

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

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

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

5. Costs and Payments

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

5.2. Recoupment of Contract Payments.

5.2.1. *Unearned Advanced Funds.* Any unearned State funds that have been advanced to the Contractor and remain in its possession at the end of each budget term, or at the time of termination of the Contract, shall be refunded to the ADHS within forty-five (45) days of the end of a budget term or of the time of termination.

5.2.2. *Contracted Services.* In a fixed price contract, if the number of services provided is less than the number of services for which the Contractor received compensation, funds to be returned to the ADHS shall be determined by the Contract price. Where the price is determined by cost per unit of service or material, the funds to be returned shall be determined by multiplying the unit of service cost by the number of services the Contractor did not provide during the Contract term. Where the price for a deliverable is fixed, but the deliverable has not been completed, the Contractor shall be paid a pro rata portion of the completed deliverable. In a cost reimbursement contract, the ADHS shall pay for any costs that the Contractor can document as having been paid by the Contractor and approved by ADHS. In addition, the Contractor will be paid its reasonable actual costs for work in progress as determined by Generally Accepted Accounting Procedures up to the date of contract termination.

5.2.3. *Refunds.* Within forty-five (45) days after the end of each budget term or of the time of termination of the Contract, the Contractor shall refund the greater of: i) the amount refundable in accordance with paragraph 4.2.1, Unearned Advanced Funds; or ii) the amount refundable in accordance with paragraph 5.2.2, Contracted Services.

5.2.4. *Unacceptable Expenditures.* The Contractor agrees to reimburse the ADHS for all Contract funds expended, which are determined by the ADHS not to have been disbursed by the Contractor in accordance with the terms of this Contract. The Contractor shall reimburse ADHS within 45 days of the determination of unacceptability.

5.3. Unit Costs/Rates or Fees. Unit costs/rates or fees shall be based on costs, which are determined by ADHS to be reasonable, allowable and allocable as outlined in the Accounting and Auditing Procedures Manual for the ADHS.

5.4. Applicable Taxes.

5.4.1. *State and Local Transaction Privilege Taxes.* The State of Arizona is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect taxes from the buyer does not relieve the seller from its obligation to remit taxes.

5.4.2. *Tax Indemnification.* The Contractor and all subcontractors shall pay all federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall require all subcontractors to hold the State harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs, including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

5.4.3. *I.R.S. W9 Form.* In order to receive payment under any resulting Contract, the Contractor shall have a current I.R.S. W9 Form on file with the State of Arizona.

5.5. Availability of Funds for the Next Fiscal Year. Funds may not be presently available for performance under this Contract beyond the first year of the budget term or Contract term. The State may reduce payments or terminate this Contract without further recourse, obligation or penalty in the event that insufficient funds are appropriated in the subsequent budget term. The State shall not be liable for any purchases or Subcontracts entered into by the Contractor in anticipation of such funding. The Procurement Officer shall have the discretion in determining the availability of funds.

5.6. Availability of Funds for the Current Contract Term. Should the State Legislature enter back into session and decrease the appropriations through line item or general fund reductions, or for any other reason these goods or services are not funded as determined by ADHS, the following actions may be taken by ADHS:

5.6.1. Accept a decrease in price offered by the Contractor;

5.6.2. Reduce the number of goods or units of service and reduce the payments accordingly;

5.6.3. Offer reductions in funding as an alternative to Contract termination; or

5.6.4. Cancel the Contract.

6. Contract Changes

6.1. Amendments, Purchase Orders and Change Orders. This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment, Purchase Order and/or Change Order within the scope of the Contract, unless the change is administrative or otherwise permitted by the Special Terms and Conditions. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by an unauthorized State employee or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized Contract Amendments, Purchase Orders and/or Change Orders, shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.

6.2. Subcontracts. The Contractor shall not enter into any subcontract under this Contract without the advance written approval of the Procurement Officer. The subcontract shall incorporate by reference all material and applicable terms and conditions of this Contract.

6.3. Assignments and Delegation. The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. The State shall not unreasonably withhold approval.

7. Risk and Liability

7.1. Risk of Loss. The Contractor shall bear all loss of conforming material covered under this Contract until received and accepted by authorized personnel at the location designated in the Purchase Order, Change Order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.

7.2. Mutual Indemnification. Each party (as "indemnitor") agrees to indemnify, defend and hold harmless the other party (as "indemnitee") from and against any and all claims, losses, liability, costs or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such claims, which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees or volunteers.

7.3. Force Majeure.

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

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

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

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

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

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

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

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

parties to the Contractor for or toward the fulfillment of this Contract.

8. Description of Materials The following provisions shall apply to Materials only:

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

8.2. Quality. Unless otherwise modified elsewhere in these terms and conditions, the Contractor agrees that, for one year after acceptance by the State of the Materials, they shall be:

8.2.1. Of a quality to pass without objection in the Contract description;

8.2.2. Fit for the intended purposes for which the Materials are used;

8.2.3. Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;

8.2.4. Adequately contained, packaged and marked as the Contract may require; and

8.2.5. Conform to the written promises or affirmations of fact made by the Contractor.

8.3. Inspection/Testing. Subparagraphs 8.1 through 8.2 of this paragraph are not affected by inspection or testing of or payment for the Materials by the State.

8.4. Compliance With Applicable Laws. The Materials and services supplied under this Contract shall comply with all applicable federal, state and local laws, and the Contractor shall maintain all applicable license and permit requirements.

8.5. Survival of Rights and Obligations After Contract Expiration and Termination.

8.5.1. *Contractor's Representations.* All representations and warranties made by the Contractor under this Contract in paragraphs 7 and 8 shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12.510, except as provided in A.R.S. § 12-529, the State is not subject to or barred by any limitations of actions prescribed in A.R.S. Title 12, Chapter 5.

8.5.2. *Purchase Orders and Change Orders.* Unless otherwise directed in writing by the Procurement Officer, the Contractor shall fully perform and shall be obligated to comply with all Purchase Orders and Change Orders received by the Contractor prior to the expiration or termination hereof, including, without limitation, all Purchase Orders and Change Orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

9. State's Contractual Remedies

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

9.2. Stop Work Order.

9.2.1. *Terms.* The State may, at any time, by written order to the Contractor, require the Contractor to stop all or any part of the work called for by this Contract for a period up to ninety (90) Days after the order is delivered to the Contractor, and for any further period to which the parties may agree.

The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.

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

9.3. Non-exclusive Remédies. The rights and remedies of ADHS under this Contract are not exclusive, and ADHS is entitled to all rights and remedies available to it, including those under the Arizona Uniform Commercial Code and Arizona common law.

9.4. Right of Offset. The State shall be entitled to offset against any sums due the Contractor in any Contract with the State or damages assessed by the State because of the Contractor's non-conforming performance or failure to perform this Contract. The right to offset may include, but is not limited to, a deduction from an unpaid balance and a collection against the bid and/or performance bonds. Any offset taken for damages assessed by the State shall represent a fair and reasonable amount for the actual damages and shall not be a penalty for non-performance.

10. Contract Termination

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

10.2. Gratuities. The State may, by written notice, terminate this Contract, in whole or in part, if the State determines that employment or a Gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the State for the purpose of influencing the outcome of the procurement, securing the Contract or an Amendment to the Contract, or receiving favorable treatment concerning the Contract, including the making of any determination or decision about Contract performance. The State, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the Contractor.

10.3. Suspension or Debarment. The State may, by written notice to the Contractor, immediately terminate this Contract if the State determines that the Contractor or its subcontractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body.

10.4. Termination Without Cause.

10.4.1. Both the State and the Contractor may terminate this Contract at any time with thirty (30) days' notice in writing specifying the termination date. Such notices shall be given by personal delivery or by certified mail, return receipt requested.

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

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

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

10.6. Termination for Default. The State reserves the right to terminate the Contract in whole or in part due to the failure of the Contractor to comply with any material obligation, term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. In the event the ADHS terminates the Contract in whole or in part as provided in this paragraph, the ADHS may procure, upon such terms and in such manner as deemed appropriate, Services or Materials, similar to those terminated, and Contractor shall be liable to the ADHS for any excess costs incurred by the ADHS in obtaining such similar Services or Materials.

10.7. Continuation of Performance Through Termination. Upon receipt of the notice of termination and until the effective date of the notice of termination, the Contractor shall perform work consistent with the requirements of the Contract and, if applicable, in accordance with a written transition plan approved by the ADHS. If the Contract is terminated in part, the Contractor shall continue to perform the Contract to the extent not terminated. After receiving the notice of termination, the Contractor shall immediately notify all subcontractors, in writing, to stop work on the effective date of termination, and on the effective date of termination, the Contractor and subcontractors shall stop all work.

10.8. Disposition of Property. Upon termination of this Contract, all property of the State, as defined herein, shall be delivered to the ADHS upon demand.

11. Arbitration

Pursuant to A.R.S. § 12-1518, disputes under this Contract shall be resolved through the use of arbitration when the case or lawsuit is subject to mandatory arbitration pursuant to rules adopted under A.R.S. § 12 -133.

12. Communication

12.1. Program Report. When reports are required by the Contract, the Contractor shall provide them in the format approved by ADHS.

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

13. Client Grievances

If applicable, the Contractor and its subcontractors shall use a procedure through which clients may present grievances about the operation of the program that result in the denial, suspension or reduction of services

provided pursuant to this Contract and which is acceptable to and approved by the State.

14. Sovereign Immunity

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

15. Administrative Changes

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

16. Survival of Terms After Termination or Cancellation of Contract

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

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

17.1. The Contractor warrants that it is familiar with the requirements of HIPAA, as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH Act) of 2009, and accompanying regulations and will comply with all applicable HIPAA requirements in the course of this Contract. Contractor warrants that it will cooperate with the Arizona Department of Health Services (ADHS) in the course of performance of the Contract so that both ADHS and Contractor will be in compliance with HIPAA, including cooperation and coordination with the Arizona Department of Administration-Arizona Strategic Enterprise Technology (ADOA-ASET) Office, the ADOA-ASET Arizona State Chief Information Security Officer and HIPAA Coordinator and other compliance officials required by HIPAA and its regulations. Contractor will sign any documents that are reasonably necessary to keep ADHS and Contractor in compliance with HIPAA, including, but not limited to, business associate agreements.

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

18. Comments Welcome

The ADHS Procurement Office periodically reviews the Uniform Terms and Conditions and welcomes any comments you may have. Please submit your comments to: ADHS Procurement Administrator, Arizona Department of Health Services, 150 North 18th Avenue, Suite 280, Phoenix, Arizona 85007.

19. Data Universal Numbering System (DUNS) Requirement

For federal funding, pursuant to 2 CFR 25.100 et seq., no entity (defined as a Governmental organization, which

is a State, local government, or Indian tribe; foreign public entity; domestic or foreign nonprofit organization; domestic or foreign for-profit organization; or Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity) may receive a subaward from ADHS unless the entity provides its Data Universal Numbering System (DUNS) Number to ADHS.

20. The Federal Funding Accountability and Transparency Act (FFATA or Transparency Act - P.L.109-282, as amended by section 6202(a) of P.L. 110-252), found at https://www.fsrs.gov/

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

21. Contracting; Procurement; Investment; Prohibitions

21.1. A public entity may not enter into a contract with a company to acquire or dispose of services, supplies, information technology or construction unless the contract includes a written certification that the company is not currently engaged in, and agrees for the duration of the contract to not engage in, a boycott of Israel.

21.2. A public entity may not adopt a procurement, investment or other policy that has the effect of inducing or requiring a person or company to boycott Israel.

21.3. Contractor hereby certifies that it is not currently engaged in, and will not for the duration of this Contract engage in, a boycott of Israel as defined by A.R.S. § 35-393.01. Violation of this certification by Contractor may result in action by the State up to and including termination of this Contract.

22. Technology Replacement

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

23. Authorization for Provision of Services

Authorization for purchase of services under this Agreement shall be made only upon ADHS issuance of a Purchase Order that is signed by an authorized agent. The Purchase Order will indicate the Agreement number and the dollar amount of the funds authorized. The Contractor shall only be authorized to perform services up to the amount of the Purchase Order. ADHS shall not have any legal obligation to pay for services in excess of the amount indicated on the Purchase Order. No further obligation for payment shall exist on behalf of ADHS unless 2) the Purchase Order is changed or modified with an official ADHS Procurement Change Order, and/or an additional Purchase Order is issued for purchase of services under this Agreement.

1. Background

The vision of the Arizona Department of Health Services (ADHS) is "Health and Wellness for all Arizonans." In December of 2013, ADHS completed a State Health Assessment (SHA). The SHA utilized Community Health Assessments conducted by local county health departments to assess the needs and capacity of public health in Arizona. This work resulted in the identification of fifteen (15) leading public health issues affecting the health of our communities. With stakeholder input, the Arizona State Health Improvement Plan (AzHIP) created a roadmap to improve the health of Arizonans over the next five (5) years through the development of partnerships and resources to work collectively on shared health improvement goals and strategies. This is how the original Healthy People Healthy Communities Intergovernmental Agreement (HPHC IGA) was born.

These goals and strategies were accomplished through a collaborative approach that engages local, state and national partners to improve the health and well-being of Arizonans. Collectively, evidence based preventative health strategies were implemented, designed to impact health through health policy, system and environmental change initiatives, health promotion and education for individuals and communities, and enhancement of the public health infrastructure.

Implementation of the original IGA was completed in three (3) phases that occurred in the first year of the IGA to accommodate funding cycles. Phase I included Tobacco, Chronic Disease, and the Health in Arizona Policy Initiative (HAPI), and began in July 2015. Phase II included the Public Health and Health Services Block Grant/Accreditation and began in October 2015. Phase III included Teen Pregnancy Prevention, Family Planning, and Maternal and Child Health, and began in January 2016. All three (3) phases were operational and fully implemented in years two (2) through five (5) with annual start dates of July 1st.

Beginning in July 2020, there will be two (2) separate HPHC IGAs; a fixed price contract and a cost reimbursement contract. This fixed price IGA will also include the Child Fatality Review Program. The programs to be included in this fixed price contract are: Tobacco, Teen Pregnancy Prevention, and Health in Arizona Policy Initiative (HAPI), Public Health Improvement, and the Child Fatality Review Program.

The Child Fatality Review is administered by the Arizona Department of Health Services (ADHS), and utilizes locally developed multi-disciplinary teams throughout the state to conduct a detailed review of the circumstances surrounding childhood deaths. The purpose of the program is to develop and implement data-driven recommendations for reducing preventable childhood deaths.

2. Purpose

The purpose of this IGA is to leverage multiple public health funding sources to support implementation of health priorities identified in the AzHIP (2021- 2026) and the County Health Improvement Plans (CHIP). This IGA is intended to provide flexibility to the County Health Departments to best meet the needs of their local communities through high impact strategies that realize the agreed upon outcomes. The IGA provides a pathway to improved coordination of multiple prevention programs and the Child Fatality Review, while streamlining the administrative functions for the programs that were previously administered separately.

3. Objective

The County Contractor will implement evidence-based strategies and conduct child fatality reviews at the local community level that:

3.1 Promote and implement healthy communities' interventions that target policy, system and environmental approaches that will shape the communities in which we live, learn, work, and play;

3.2 Promote and implement healthy people interventions that target individual behavior and support making healthy choices;

3.3 Review the circumstances surrounding the deaths of children, from birth through age seventeen (17), occurring in Arizona, to determine the preventability of each death and develop recommendations to reduce preventable childhood deaths; and

3.4 Review the deaths of all children who reside in their counties, and also the deaths of all children which occur within their counties, including children who were not residents of Arizona

4. Scope of Service

This IGA offers a variety of evidence-based strategies designed to impact policy, system, and environmental change at the community, organizational, individual, and policy levels in order to promote county-wide health changes so that public health impact will be maximized. Contingent upon available funding, Counties are expected to implement at multiple levels, in accordance with local community needs, and should emphasize complementary policy, environmental, programmatic, and infrastructure activities that integrate and build on each other to optimize the health improvements of the community. Counties are also expected to conduct multi-disciplinary reviews, of all childhood deaths (under the age of eighteen (18) years old) of residents of the contracted county and of deaths occurring within the contracted county of children who were not residents of Arizona, in accordance with ARS §§ 36-3502 and 36-3503. Counties must comply with policies and procedures established by the ADHS Child Fatality Review Program and approved by the State Child Fatality Review Team. Counties must select from a menu of evidence-based strategies, found in Exhibits A-F that influence individual behaviors, policy, organizational practices, systems, and environments though the following specific program areas:

4.1 Exhibit A - Tobacco;

4.2 Exhibit B - Health in Arizona Policy Initiative (HAPI);

4.3 Exhibit C - Public Health Improvement;

4.4 Exhibit D - Teen Pregnancy Prevention;

4.5 Exhibit E - Child Fatality Review; and

4.6 Exhibit F – Supporting Documentation.

5. Evaluation:

Performance measures and evaluations allow the counties and ADHS to collaboratively track progress, process indicators, outcomes measures, and impacts. As part of the local evaluation plan, the counties will be responsible for measuring the short term, and intermediate outcomes. Monitoring progress on short-term outcomes provides an opportunity for the Local Health Departments to make adjustments to strategies to ensure increased long-term impact. ADHS in coordination with the Counties will be responsible for measuring the long-term and impact outcomes. Process indicators, outcomes measures, and impacts must clearly relate to the selected strategies and activities identified within each County's Annual Action Plan.

6. Approvals:

6.1 The quarterly reports, yearly action plans, yearly budget templates, and supporting documentation shall be approved by ADHS;

6.2 Once the Action Plan has been approved, any changes to the approved activities, or strategies must be approved again, by ADHS prior to implementation;

6.3 Capital Equipment (Single item purchase of $5,000 or more) purchased for the program: A written request shall be submitted to ADHS for review and approval prior to any purchase on a case-by-case

basis. The written request shall include details of how the proposed purchase supports current approved scope of work and annual action plan. Ownership will be retained by the Contractor for continued use in the objectives of the Action Plan;

6.4 All marketing materials (the use of ADHS logo, brochures, posters, public service announcements, paid media, videos, etc.) which have been developed, written, published, or recorded by the Counties and paid for with funds from this award must be first approved by ADHS prior to the dissemination of such materials or airing or use of such announcements;

6.5 Quarterly reports and completed Child Fatality Review data forms shall be submitted to the ADHS Child Fatality Review Program Manager prior to payment;

6.6 All County local emerging issues and related supporting documentation must be approved by ADHS prior to implementation. The approval process document will be provided to all Counties and must be followed in order for the proposed local emerging issue to be worked on;

6.7 The quarterly Contractor's Expenditure Report (CER/Invoice) and any supporting documentation, when submitted, shall be approved by ADHS prior to payment; and

6.8 All evaluation components that involve human subjects.

7. Tasks

The County Contractor will for the overall IGA:

7.1 Develop and implement a 3-year Action Plan and a Budget Plan within the first forty-five (45) days of each budget period;

7.2 Participate in all calls (monthly, bi-monthly, quarterly), technical assistance calls and/or webinars, meetings and trainings;

7.3 Implement the approved strategies;

7.4 Participate in the development of a shared comprehensive evaluation plan and report out on any performance measures related to the implementation of their activities (process and/or intermediate), or as defined by the funding sources; and

7.5 Provide supporting documentation that supports the completion of the defined deliverables within the approved annual action plan to the ADHS IGA Program Manager. Examples of acceptable supporting documentation can be found in Exhibit F. Further guidance will be provided by ADHS Program Managers, as needed.

The County Contractor will for the Child Fatality Review:

7.6 Establish and maintain a team consisting of the following membership in accordance with ARS § 36-3

7.6.1 County medical examiner or designee,

7.6.2 Child Protective Services Administrator or designee,

7.6.3 County Health Department Director or designee,

7.6.4 A domestic violence specialist,

7.6.5 A psychiatrist or psychologist licensed in this state,

7.6.6 A pediatrician certified by the American Board of Pediatrics or a family practice physician certified by the American Board of Family Practice,

7.6.7 A person from a local law enforcement agency,

7.6.8 A person from a local prosecutor's office, and

7.6.9 A parent;

7.7 Provide orientation to all members and consultants which include, at a minimum, the following topics:

7.7.1 Instruction regarding confidentiality,

7.7.2 Use of the data forms,

7.7.3 Public access to team information,

7.7.4 Responsibilities and limitations of team membership; Process and goals of fatality review,

7.7.5 The promotion of culturally diverse and competent approaches in case reviews; and Review materials provided by the State Team,

7.7.6 The promotion of culturally diverse and competent approaches in case reviews, and

7.7.7 Review materials provided by the State Team;

7.8 Establish procedures for access to the following records related to the circumstances surrounding child fatalities:

7.8.1 Death Certificates,

7.8.2 Birth Certificates,

7.8.3 Law enforcement Reports,

7.8.4 Medical Examiner's Reports,

7.8.5 Medical Records,

7.8.6 Child Protective Services' Reports, and

7.8.7 Other Records as Needed,

7.8.8 Establish procedures to track fatalities requiring review by the Local Team and completion of Reviews, and

7.8.9 Prepare quarterly reports to the ADHS Child Fatality Review Program of activities, cases reviewed, and obstacles to completion of reviews.

7.9 Convene team meetings, at a frequency sufficient to review all fatalities within the identified scope of work;

7.9.1 Complete the standardized data form, approved by the State Child Fatality Review Team, on each review The Chairperson of the Local Team must review data forms for accuracy, completeness and legibility, and must sign the review form prior to submittal to the ADHS Child Fatality Review Program;

7.9.2 Keep a written log of cases received for review and date of review, and

7.9.3 Participate in Local Team Coordinators meetings at a minimum of once each calendar year.

ADHS will:

7.9.4 Review, provide feedback, and approve the Annual Action Plan(s), Annual Budgets, and Supporting Documentation within thirty (30) days of submission,

7.9.5 Provide evidence-based strategies and supporting resources,

7.9.6 Provide a Quarterly Reporting Template,

7.9.7 Provide the Annual Action Plan Template,

7.9.8 Provide a Budget Plan and CER Template, and

7.9.9 Collaborate and work with the County to develop a comprehensive Logic Model Template;

7.10 Provide Outcome Measures and examples of process, or intermediate performance measures, as needed;

7.10.1 Provide a Financial Guidance Document (if applicable),

7.10.2 Provide feedback, technical assistance, and training to support the approved Annual Action Plan(s), Annual Budget, Quarterly Reporting, and Supporting Documentation,

7.10.3 Provide access to virtual technical assistance and guidance from ADHS staff, local Health Department peers/mentors, and subject matter experts related to the strategy for which the County has received funding,

7.10.4 Coordinate and conduct Contractor site visits. Note: If not yearly, at least every two (2) years a site visit will be conducted,

7.10.5 Provide Child Fatality data forms and instructions, and

7.10.6 Provide the Child Fatality Review Program Policies and Procedures Manual.

8. Requirements:

The County Contractor shall meet the requirements listed below:

8.1 All revisions to the Annual Action Plan strategies, goals, objectives, and timelines will require joint review and approval from ADHS staff;

8.2 All staffing and programmatic changes will be reported to the specific ADHS Program Manager and the ADHS IGA Program Manager within fifteen **(15) days.** Once someone is hired for a job vacancy, an email containing the new hire's full name, contact information, start date, areas of the IGA that she/he will work in, and a resume will be submitted to the specific ADHS Program Manager and the ADHS IGA Program Manager within fifteen **(15) days;**

8.3 All requests for a single item of capital equipment at or above the purchase price of five thousand dollars ($5,000.00) will be requested in writing and submitted to the specific ADHS Program Manager and the ADHS IGA Program Manager for approval;

8.4 Food purchases are allowed within guidelines for federally funded programs. Food and/or beverages served at events/meetings are not to be paid for with State funds per the State of Arizona Accounting Manual (SAAM) policy, found here: https://gao.az.gov/sites/default/files/8010%20Food%20and%20Beverages%20at%20State-sponsored%20Events%20181113.pdf. Contractors shall submit a *Request for Purchase of Food* form to the HPHC IGA Program Manager. Food provided must not exceed the allowable ADHS per diem rates, when provided at an event, or an activity. A speaker/presenter during lunch is required, and the food request should have a strong justification. Please see the ADHS Healthy Meeting Policy for further guidance on nutritional guidelines for events/meetings: https://azdhs.gov/documents/prevention/nutrition-physical-activity/healthy-meeting-policy.pdf. Note: No food purchases shall be purchased and/or reimbursed until a *Request for Purchase of Food* form has been approved and signed by the ADHS Chief Financial Officer;

8.5 Comply with all federal and State reporting requirements;

8.6 At least one Program Manager, or coordinator from each HPHC IGA program must be in attendance of the Annual HPHC IGA Summit;

8.7 Funds cannot be used for any lobbying activities, including the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government;

8.8 For the County Child Fatality Review Program, the program will maintain, keep on file, and make available upon request to ADHS' Child Fatality Review Program, a current list of members, including the designation of a team Chairperson;

8.9 For the County Child Fatality Review Program, the program will maintain an original, signed confidentiality form on each member of the County Child Fatality Review team;

8.9.1 For the County Child Fatality Review Program, the program will maintain a secured and locked file cabinet for storage of records; and

8.9.2 For the County Child Fatality Review Program, the program will abide by standards and protocols in accordance with the ADHS Child Fatality Review Team and Program Policies and Procedures Manual.

9. Deliverables and Delivery Schedule

The County Contractor shall submit the deliverables listed below to the ADHS IGA Program Manager:

9.1 Contractor Expenditure Report (CER) to ADHS, due thirty (30) days after each quarter end (Q1: July – September; Q2: October – December; Q3: January – March; and Q4: April – June); Supporting Documentation is to also be submitted. Counties will select from a menu of acceptable forms of Supporting Documentation found in Exhibit F;

9.2 A written Quarterly Report, due thirty (30) days after each quarter end (Q1: July – September; Q2: October – December; Q3: January – March; and Q4: April – June);

9.3 A final CER invoice not later than forty-five (45) days following the end of each Agreement year;

9.4 Provide the name, email address and phone numbers of all program staff funded under this Agreement within thirty (30) days of hire;

9.5 Notify ADHS IGA Program Manager of any change in program staff under this Agreement within fifteen (15) days of the change. If there is a new employee, include the new hire's work contact information (i.e. email and phone number), and resume within the fifteen (15) days window period;

9.6 Collaborate and participate with ADHS on the development of a logic model;

9.7 Submit an Annual Action Plan by August 15th;

9.8 Submit an Annual Budget Plan by August 15th;

9.9 Submit an Annual Report forty-five (45) days following the end of each Agreement year;

9.10 Submit a written request to use the ADHS Logo in any print, web documents, publications and video recordings prior to use;

9.11 Submit a written request for the development of brochures, posters, public service announcements, paid media, videos, sponsorships, etc., to be paid for with funds from this Agreement prior to development.

9.12 A complete and accurate Child Fatality Review Form for each death reviewed by the Local Team. Data forms must be submitted by the fifteenth (15th) day of each month, following the month of the fatality review;

9.13 All reviews of child fatalities occurring during the prior calendar year these reviews must be completed and data forms submitted by the 30th of June; and

9.14 Local Fatality Team Quarterly Reports on or before the thirtieth (30^{th}) day of the month following the quarter. Due dates are as follows: October 30th, January 30th, April 30th, and July 30th. Quarterly reports must contain the Local Teams' membership lists, activities, number of cases reviewed, and obstacles to completion of reviews.

10. Notices, Correspondence, and Reports

10.1 Notices, correspondence, reports and invoices/CERs from the County contractor to ADHS shall be sent to:

For Overall Fixed Price IGA:

Healthy People Healthy Communities (HPHC) IGA Program Manager
Bureau of Chronic Disease and Health Promotions
Arizona Department of Health Services
150 N. 18th Avenue, Suite 310
Phoenix, AZ 85007
Office: 602-542-8953| Email: Desiree.Fields@azdhs.gov

For Child Fatality Review:

Child Fatality Review Program Manager
Bureau of Women's and Children's Health
150 N 18^{th} Avenue, Suite 320
Phoenix, AZ 85007
Office: (602) 364-4683| Jessica.Perfette@azdhs.gov
Facsimile: (602) 364-3194

10.2 Notices, correspondence, and reports (and payments if sent to same address) from ADHS to the contractor shall be sent to:

Cochise County

Attn: Barbara Reeves
1415 Melody Lane BLDG A
Bisbee, AZ 85603
Phone: 520-432-9412
Office: breeves@COCHISE.AZ.GOV

COCHISE – IGA2020-015
JULY 1, 2020 - JUNE 30, 2021

ACTION PLAN

ITEM/SERVICE DESCRIPTION	UNIT OF MEASURE	NUMBER OF UNITS	UNIT RATE	TOTAL
Action Plan –Tobacco Prop 200 = $15,391.50; Chronic Disease Prop 303 = $301.70; WIC Lottery = $7,700.00; Teen Pregnancy = $27,283.00	EA	1	$50,676.20	$50,676.20

TOBACCO

ITEM/SERVICE DESCRIPTION	UNIT OF MEASURE	NUMBER OF UNITS	UNIT RATE	TOTAL
See SOW for Specific Service Strategies (i.e. Prevention, Cessation, Secondhand Smoke, Enforcement)	QTR	4	$73,121.25	$292,485.00

HEALTH IN ARIZONA POLICY INITIATIVE

ITEM/SERVICE DESCRIPTION	UNIT OF MEASURE	NUMBER OF UNITS	UNIT RATE	TOTAL
See SOW for Specific Service Strategies (i.e. Alzheimer's, Chronic Pulmonary Disease, Hypertension, Self-Management, Procurement, Healthy Community Design, School Health, Worksite Wellness, and Community-Clinical Linkages) (Funding Per Quarter includes: Chronic Disease Prop 303 = $3,957.20; WIC Lottery = $8,075	QTR	4	$12,032.20	$48,128.80

PUBLIC HEALTH IMPROVEMENT

ITEM/SERVICE DESCRIPTION	UNIT OF MEASURE	NUMBER OF UNITS	UNIT RATE	TOTAL
See SOW for Specific Service Strategies (i.e. Fees for ACCREDITATION, Quality Improvement Projects, Workforce	QTR	4	$13,414.25	$53,657.00

Development Implementation, Performance Management Documentation, Progress Toward County Health Improvement Plan)				

TEEN PREGNANCY PREVENTION

ITEM/SERVICE DESCRIPTION	UNIT OF MEASURE	NUMBER OF UNITS	UNIT RATE	TOTAL
See SOW for Specific Service Strategies	QTR	4	$27,283.00	$109,132.00

TOTAL

ITEM/SERVICE DESCRIPTION				TOTAL
GRAND TOTAL				**$554,079.00**

Evidence-Based Strategies for Tobacco

The Office of Tobacco Prevention and Cessation ("Office of Tobacco") within the Bureau of Chronic Disease and Health Promotions ("BCDHP") at Arizona Department of Health Services (ADHS) has historically supported evidence-based programs and system level changes that assist smokers in disparate or high-risk populations with tobacco prevention and cessation services. In Arizona, there are populations that are disproportionately impacted by tobacco use. Currently, priority populations identified by the Office of Tobacco are: 1) youth, 2) the justice-involved, and 3) those enrolled in the Arizona Healthcare Cost Containment System (AHCCCS).

County health department partners are required to identify **three** (3) populations that are disproportionately impacted by tobacco use in their communities, which may include the three populations identified above or with other populations which may be identified based on county-level data. Counties will provide the selected population groups with targeted evidence-based programs and activities for two components: 1) Tobacco Prevention and 2) Tobacco Cessation. In addition, counties will participate in three ADHS-led work groups that will explore innovative approaches to tobacco programming that address 1) Youth; 2) Secondhand Smoke (SHS); and 3) Emerging Issues. Counties will also engage in in-person and virtual meetings as identified by ADHS.

The strategies within the Healthy People Healthy Communities (HPHC) Intergovernmental Agreement (IGA) are population-based approaches that will require collaboration and support from key community partners, as well as promote health system level changes within healthcare systems and employers. These tobacco prevention and cessation strategies align with the U.S. Surgeon General's Report on Smoking Cessation 2020, the Centers for Disease Control (CDC) National Comprehensive Tobacco Control Program (NTCP), and Arizona Health Improvement Plan (AzHIP) 2021-2025.

The Tobacco component of the HPHC IGA is funded by Proposition 200, which states that tobacco tax dollars under the Health Education Account (HEA) requires monies be spent on "programs for the prevention and reduction of tobacco use." Arizona Revised Statute (A.R.S. § 36-772) authorizes four types of expenditures by the HEA: contracts with county health departments and other local partners, administrative expenses, advertising, and evaluation of programs. Spending these monies for lobbying for political campaigns is expressly prohibited.

The County Contractor must select one (1) or more strategies from this strategic area.

This Exhibit defines the Program Strategy/s within each Strategic Area:

1. Strategic Area: Tobacco

1.1 Reduce tobacco-related disparities among target populations. Counties will select populations based on local available data, including tobacco prevalence rates (BRFSS, AYS, YRBSS), CHIP, and CHA data, to inform programming;

1.1.1 Prevent the initiation of tobacco use (including emerging products and e-cigarettes) among youth and young adults (required),

1.1.1.1 Maintain current peer-to-peer youth programming to empower youth leadership and engagement;

1.1.1.2 Support the ADHS-selected contractor with recruiting youth participants for statewide Enforcement efforts; and

1.1.1.3 Facilitate and conduct in their county the AGO Arizona Retailer Tobacco Training Program with retailers and clerks that have been cited for selling tobacco to underage youth

1.1.1.4 Collaborate with schools in their counties by:

1.1.1.4.1.1 Offering the American Lung Association's INDEPTH: An Alternative to Teen Nicotine Suspension or Citation, and

1.1.1.4.1.2 Establishing a Task Force with school districts, school administrators, or superintendents to identify current needs in youth prevention. Task Force efforts must include the development of a work plan, evaluation plan, and identified evidence-based strategies.

1.2 **Implement evidence-based, culturally appropriate community interventions to promote quitting among adults and youth.**

1.2.1 Counties will identify and eliminate tobacco-related disparities among ***two*** additional population groups:

1.2.1.1 Individuals involved or at-risk for involvement with the criminal justice system, including jails, prisons, probation, parole, or specialty court;

1.2.1.2 People of low socioeconomic status;

1.2.1.3 Individuals with behavioral health conditions (including mental health conditions and substance use disorders); and/or

1.2.1.4 Other priority population not listed and pre-approved by ADHS. Counties will submit a proposal to ADHS that will include surveillance and evaluation data to justify the population selection,

1.2.2 **Engage communities, partners, and community-based organizations to strengthen capacity. Counties will identify and select community partners that may include:**

1.2.2.1 Employers; and

1.2.2.2 Healthcare systems, including:

1.2.2.2.1 Federally Qualified Community Health Centers (FQHCs) or FQHC Look-Alikes;

1.2.2.2.2 Hospitals;

1.2.2.2.3 Community clinics;

1.2.2.2.4 Private practices;

1.2.2.2.5 Behavioral Health Clinics; and/or

1.2.2.2.6 Substance Abuse Centers

1.3 **Participate in at least one ADHS-led Tobacco Work Group that addresses one of the following priority issues:**

1.3.1 Youth,

1.3.2 Secondhand Smoke, and

1.3.3 Emerging Issues;

1.4 **Participate in required ADHS Office of Tobacco update conference calls, virtual meetings, and in-person meetings, including (but not limited to):**

1.4.1 1:1 Calls,

1.4.2 Group monthly conference calls,

1.4.3 Annual HPHC IGA Summit, and

1.4.4 In-person semi-annual statewide partner meetings, to occur:

1.4.4.1 Spring (March/April); and

1.4.4.2 Fall (September/October;

1.5 **Obtain ADHS approval on all county-level tobacco marketing or communications initiatives.**

1.5.1 All marketing materials (the use of the ADHS logo, brochures, posters, public service announcements, paid media, videos, etc.) which have been developed, written, published, or recorded by the Grantee and paid for with funds from this grant award must be first approved by ADHS prior to the dissemination of such materials or airing or use of such announcements.

EVIDENCE-BASED STRATEGIES FOR HEALTH IN ARIZONA POLICY INITIATIVE (HAPI)

In January 2012, ADHS began the process of establishing contracts with local health departments to address health policy. In April 2012, ADHS established contracts with 13 of the 15 local health departments (Cochise, Coconino, Gila, Graham, Greenlee, La Paz, Maricopa, Mohave, Navajo, Pinal, Pima, Yavapai and Yuma). HAPI originally utilized funding from three separate sources: Proposition 303 Tobacco Tax; Women's, Infants and Children's (WIC) Health Lottery Revenue, and HRSA Title V Maternal & Child Health Block Grant. The overall goal of the Intergovernmental Agreement (IGA) was established to increase local capacity to implement preventative health policy, system and environmental (PSE) changes/ public health approaches through defined strategic areas.

The five (5) year IGA action plan(s) and activity/activities developed by the local health department will address the following funding priorities:

1) The four (4) leading chronic disease deaths, as reported by the Centers for Disease Control and Prevention (CDC) per ARS 36-770 (Proposition 303 Tobacco Tax), and

2) WIC participants and their families per WIC Health Lottery Revenue.

The County Contractor must select one (1) or more strategies from this strategic area.

This Exhibit defines the Program Strategy/s within each Strategic Area:

2. Strategic Area: Health in Arizona Policy Initiative (HAPI)

2.1 **Social Determinants of Health (SDOH) / Health in All Policies (HiAP)**

2.1.1 Assess and identify gaps in addressing public health and social determinants of health (SDOH), with consideration of the 4 leading causes of chronic disease death, at-or-high risk populations, co-morbidities, and / or health risks, and

2.1.2 Develop and implement an action plan that includes policy, systems or environmental (PSE) / public health, and / or Health in All Policies (HiAP) approaches to address the gaps in addressing public health and social determinants of health (SDOH), with consideration of the 4 leading causes of chronic disease death, at-or-high risk populations, co-morbidities, and/or health risks;

2.2 **Community Engagement**

2.2.1 Increase community engagement of partners, with consideration of the four (4) leading causes of chronic disease death, at-or-high risk populations, co-morbidities, and/or health risks,

2.2.2 Develop, create and/or participate in coalitions, with consideration of the four (4) leading causes of chronic disease death, at-or-high risk populations, co-morbidities, and /or health risks,

2.2.3 Develop and implement a coalition action plan, with consideration of the four (4) leading causes of chronic disease death, at-or-high risk populations, co-morbidities, and/or health risks, and

2.2.4 Develop coalition capacity to support advocacy, with consideration of the four (4) leading causes of chronic disease death, at-or-high risk populations, co-morbidities, and/or health risks.

2.3 **Systems Change**

2.3.1 Assess and identify gaps in addressing "Little p" system changes, with consideration of the 4 leading causes of chronic disease death, at-or-high risk populations, co-morbidities, and/or health risks, and

2.3.2 Develop and implement an action plan that addresses the gaps in addressing "Little p" systems changes, with consideration of the 4 leading causes of chronic disease death, at-or-high risk populations, co-morbidities, and/or health risks;

2.4 **Emerging Issues**

2.4.1 Assess and identify emerging issues with community partners that align with local, state or national level emerging issues, with consideration of the 4 leading causes of chronic disease death, at-or-high risk populations, co-morbidities, and/or health risks, and

2.4.2 Develop and implement action/ breakthrough plans to address emerging issues, with consideration of the 4 leading causes of chronic disease death, at-or-high risk populations, co-morbidities, and/or health risks;

2.5 **Workforce Capacity Building/Professional Development**

2.5.1 Increase knowledge of staff and community partners through professional development and workforce capacity building, with consideration of the 4 leading causes of chronic disease death, at-or-high risk populations, co-morbidities, and/or health risks; and

2.6 **Evidence Based / Evidence Informed / Promising Practices or Public Health Approaches**

2.6.1 Implement Evidence Based / Evidence Informed / Promising Practices or Public Health Approaches, with consideration of the 4 leading causes of chronic disease death, at-or-high risk populations, co-morbidities, and /or health risks.

EVIDENCE-BASED STRATEGIES FOR Public Health Improvement

The purpose of the Public Health Improvement funding is to ensure a strong, inclusive, and connected state and local government public health system in Arizona. By supporting county health departments and their directors in the practice of public health, they can effectively perform essential public health services and meet Public Health Accreditation Board (PHAB) and their performance standards. The county health departments may use several strategies to support local initiatives to achieve healthy communities. As health departments often may not have identified funds and resources to build and strengthen their organizations, the Public Health Improvement funds allow for that flexibility within the established strategies. The funds may be used for activities to improve health department efficiency and effectiveness, increase performance management capacity, and enhance public health readiness activities in the face of emerging issues.

The County Contractor must one (1) or more strategies from this strategic area.

This Exhibit defines the Program Strategy/s within each Strategic Area:

3. Strategic Area: Public Health Improvement

3.1 Seeking PHAB Accreditation or Reaccreditation

3.1.1 Implement activities, training, and tools for the Local Health Department (LHD) to apply for PHAB accreditation, and

3.1.2 Implement activities, training, and tools for the Local Health Department (LHD) to achieve PHAB reaccreditation sustainability;

3.2 Evaluate and Continuously Improve Processes, Programs, Quality Improvement, and Interventions Performance Management

3.2.1 Implement tools or training to develop or maintain a performance management system supported by leadership and management to monitor achievement of organizational objectives,

3.2.2 Implement activities, tools, or training to develop or maintain a culture of quality improvement integrated into organizational practice, processes, and interventions, and

3.2.3 Conduct training or capacity building with local stakeholders to support the department's and county's implementation of a quality improvement plan or quality improvement activities;

3.3 Maintain a Competent Workforce

3.3.1 Implement activities and training to build multidisciplinary skills needed for the health department to achieve its mission, goals, and objectives,

3.3.2 Implement activities to build and support a health department with a supportive work environment, employee recognition, employee wellness efforts, and professional development, and

3.3.3 Conduct activities to support the larger public health workforce of the community;

3.4 Conduct and Disseminate Assessments Focused on Population Health Status and Public Health Issues Facing the Community

3.4.2 Conduct collaborative activities with the community to develop, enhance, and disseminate the

community health assessment;

3.5 **Develop Policies and Plans**

3.5.2 Conduct or participate in collaborative activities with the community to develop and implement the community health improvement plan,

3.5.3 Conduct activities to track and implement goals set in the county health improvement plan,

3.5.4 Complete activities to develop, implement, and maintain a strategic plan, and

3.5.5 Complete activities to develop, implement, and maintain an all hazards emergency operations plan;

3.6 **Other Activities**

Health Equity

3.6.1 Develop and implement strategies that address health inequity and cultural competence,

Administrative and Management Capacity

3.6.2 Develop and maintain internal health department policies and procedures for operations, human resources, information management, financial management, and management of ethical issues, and

Emerging Issues

3.6.3 Conduct activities to address an emerging health issue aligned with state and nationally identified emerging health issues (percentage of funds to be approved by ADHS).

EVIDENCE-BASED STRATEGIES FOR Teen Pregnancy Prevention

The Teen Pregnancy Program offers strategic approaches to improve the health and social well-being of youth through the reduction of teen pregnancies and sexually transmitted diseases, and the awareness of healthy relationships and life skills, including financial literacy and educational and career success. The program provides youth with knowledge and skills that can be applied throughout their lives. Program models are evidence-based, age appropriate, medically accurate, and culturally relevant and incorporate a positive youth development approach.

The teen pregnancy prevention programs also offer a Parent/Youth Communication Education component which can give parents the tools to actively engage in meaningful communication with their teens on a variety of topics including sexual health issues. Parents, grandparents and guardians of a teen are welcome and encouraged to participate in these educational sessions.

Proposition 203, The Healthy Arizona Initiative, was passed by Arizona voters in November 1995, authorizing the use of lottery funds when available to be utilized for teen pregnancy prevention programs. The funds from the lottery became available in July 2005. The Arizona Department of Health Services (ADHS), Bureau of Women's and Children's Health (BWCH), Teen Pregnancy Prevention Program, is charged with the implementation of these funds.

The County Contractor must one (1) or more strategies from this strategic area.

This Exhibit defines the Program Strategy/s within each Strategic Area:

4. Strategic Area: Teen Pregnancy Prevention

4.1 Implement with fidelity, abstinence plus evidence-based program models, through curriculum delivery to youth ages eleven to nineteen (11-19) and implement core curricula that are on the ADHS TPP approved curriculum list incorporating a positive youth development approach.

4.1.1 Program models shall be evidence-based, culturally relevant, medically accurate, and age appropriate. Programs for youth shall be inclusive of at least three (3) of four (4) Adulthood Preparation Subjects -Healthy Relationships, Healthy Life Skills, Adolescent Development, Educational/Career Success, and/or Financial Literacy. Optionally, to parents/caregivers of youth eleven to nineteen (11-19) years of age,

4.1.2 Program management, services, requirements, deliverables, etc. shall be in accordance with the TPP Policy and Procedures Manual, and

4.1.3 Program tasks include but are not limited to:

4.1.3.1 Delivery of curriculum in a variety of settings – in school, after school, community-based, juvenile detention/probation, foster care group homes, etc.;

4.1.3.2 Educating youth on both abstinence and contraception for the prevention of teen pregnancy and sexually transmitted diseases/infections;

4.1.3.3 Obtaining active parental consent forms for youth participation in programming and evaluation;

4.1.3.4 Maintaining up-to-date attendance records;

4.1.3.5 Administering pre and post surveys to youth, and submitting completed surveys to

ADHS;

4.1.3.6 Ensuring the number of youths proposed is served and that eighty percent (80%) of youth participating in the curriculum complete at least seventy-five (75%) of curriculum dosage;

4.1.3.7 Completion of fidelity monitoring logs following each session delivered;

4.1.3.8 Submitting monthly unduplicated counts of youth served;

4.1.3.9 Submitting annual Forms A-D of reporting total unduplicated count of youth served, program hours received, and type of programs received;

4.1.3.10 Attending meetings and/or calls, i.e., semi-annual contractor meetings, mid-year budget review and youth served calls, Wyman Teen Outreach Program® review calls (if applicable), summer professional development, etc.; and/or

4.1.3.11 Navigating the TPP SharePoint portal for entry of reporting data, program announcements, discussion boards, and obtaining program forms.

EVIDENCE-BASED STRATEGIES FOR Child Fatality Review

The mission of the Child Fatality Review is to reduce preventable child fatalities in Arizona through a systematic, multi-disciplinary, multi-agency, and multi-modality review process. Prevention strategies, interdisciplinary training, community-based education, and data-driven recommendations are derived from this report to aid legislation and public policy.

Local Child Fatality Review Teams review the circumstances surrounding the deaths of children, birth through seventeen years of age, occurring within the State of Arizona.

The County Contractor must one (1) or more strategies from this strategic area.

This Exhibit defines the Program Strategy/s within each Strategic Area:

5. Strategic Area: Child Fatality Review Program

5.1 Conduct multi-disciplinary reviews, in accordance with A.R.S. § 36-342, 36-3501-4, of all child deaths (ages 0-17 years old) of residents of the listed county, and of deaths occurring within the listed county who were not residents of Arizona.

5.2 Comply with policies and procedures established by the ADHS CFRP and approved by the State Child Fatality Review Team. Program task include, but are not limited to:

5.2.1 Establish and maintain a team consisting of the following membership in accordance with ARS 36-3502;

5.2.2 Provide orientation to all members and consultants which include topics that are outlined in Exhibit X of the contract;

5.2.3 Establish procedures for access records related to the circumstances surrounding child fatalities as outlined in Exhibit X of the contract;

5.2.4 Establish procedures to track fatalities requiring review by the Local Team and completion of reviews;

5.2.5 Prepare Quarterly reports to ADHS Child Fatality Review Program of activities, cases reviewed, and obstacles to completion of reviews;

5.2.6 Convene team meetings, at a frequency sufficient to review all fatalities with the identified scope of work;

5.2.7 Complete the standard data form, approved by the State Child Fatality Team, on each review. The Chairperson of the Local Team must review data forms for accuracy, completeness and legibility and must sign the review form prior to submittal to ADHS Child Fatality Review Program;

5.2.8 Keep a written log of cases received for review and date of review;

5.2.9 Participate in Local Team Coordinators meetings at a minimum of once each calendar year; and/or

5.2.10 Implement all other requirements outlined in Exhibit X of the contract

Requests for supporting documentation are expected to be on a semi-annual basis, but dependent on the county's ability to provide sufficient documentation. Counties are expected to keep supporting documentation on hand for all quarters and to provide to ADHS upon request.

Required Documentation: For each program of the IGA, provide documentation of evidence of work performed. **Approved** examples are below by program:

1. Tobacco

1.1 Tobacco Cessation

1.1.1 Quarterly data on the number of ASHLine referrals from partners within their communities

1.2 Tobacco Prevention

1.2.1 Meeting sign-in sheets from STAND coalition activities or community events: including the number of community members reached,

1.2.2 Evaluation results from parent, teacher, provider, and/or youth education events, and

1.2.3 Data or outcome measurements from programs implemented at the local level (i.e. ASPIRE - number of youths completing training and any evaluation related data).

1.3 Emerging Issues

1.3.1 Evaluation results from vape special projects (i.e. Task Force, key informant interviews, focus groups documentation).

2. Health in Arizona Policy Initiative (HAPI)

2.1 The sign-in sheet for the trainings or wellness activities that occurred;

2.2 Event flyers; meeting/training agendas and/or sign-in sheets;

2.3 Invoices/Payments for paying the HAWP Trainer for HAWP 101;

2.4 Certificate of completion or sign in sheet (or agenda, if a sign in sheet is not available) for CLAS Standards training - https://thinkculturalhealth.hhs.gov/clas;

2.5 Become a member of CoverAZ Coalition - deliverable documentation could include sign-in sheet or other proof of membership;

2.6 Final Reports (i.e. focus group results);

2.7 Photographs (i.e. proof of water station installation);

2.8 Pre and post survey results for participants of Self-Management Programs;

2.9 Attendance/participation sheet for chronic disease self-management programs;

2.10 Materials/strategy plan used for public awareness campaign;

2.11 Reporting of process or intermediate performance measures related to the activity within the strategic area(s);

2.12 Staff training certificates;

2.13 Partner list or partner meeting agendas;

2.14 Completed Assessments; and

2.15 Developed Action Plans for implementation.

3. Public Health Improvement

3.1 Quality Improvement or Performance Management Training

3.1.1 Sign-in sheets and training materials (slide deck, resources),

3.2 Quality Improvement Project Completion

3.2.1 Storyboard of project work,

3.3 Strategic Planning Development

3.3.1 Documentation of in-person sessions resources/slides used and sign-in sheets, the outcome of planning (action plan), and

3.4 Establishment of Performance Management system

3.4.1 Artifacts of system integration (tracking of visual management, metric review)

4. Teen Pregnancy Prevention

4.1 Participation in training and conferences: Certificates of Completion;

4.2 Parent nights/health fairs: Flier signed by authorized representative of event; and

4.3 Instead of submitting attendance records as proof of services performed, counties will submit the TPP Verification of Curriculum Delivery Form (see below). The Teen Pregnancy Prevention Program Manager will access the delivery of curriculum document to verify the classes provided are reflective of the narrative in the quarterly reports.

Teen Pregnancy Prevention Program

Verification of Curriculum Delivery

I, _____ verify that Health Educators have conducted
(County Teen Pregnancy Prevention Program Manager)

delivery of Teen Pregnancy Prevention curriculum delivery during _____ in the
(Month)

following schools/organizations:

_____ _____

_____ _____

_____ _____

_____ _____

_____ _____

_____ _____

Required deliverables such as fidelity monitoring reports and Wyman Teen Outreach Program attendance & CSL hours, if applicable, have also been submitted; attendance records and ADHS TPP active parental consent forms have been collected, recorded, and are on file.

_____ _____
(Program Manager Signature) *(County)*

5. Child Fatality Review

5.1 A sign in sheet and agenda for all review meetings

Boycott of Israel Disclosure

Please note that if <u>any</u> of the following apply to this Solicitation, Contract, or Contractor, then the Offeror <u>shall</u> select the "Exempt Solicitation, Contract, or Contractor" option below:

- The Solicitation or Contract has an estimated value of less than $100,000;
- Contractor is a sole proprietorship;
- Contractor has fewer than ten (10) employees; OR
- Contractor is a non-profit organization.

Pursuant to A.R.S. §35-393.01, public entities are prohibited from entering into contracts "unless the contract includes a written certification that the company is not currently engaged in, and agrees for the duration of the contract to not engage in, a boycott of goods or services from Israel."

Under A.R.S. §35-393:

1. "Boycott" means engaging in a refusal to deal, terminating business activities or performing other actions that are intended to limit commercial relations with entities doing business in Israel or in territories controlled by Israel, if those actions are taken either:

   (a) Based in part on the fact that the entity does business in Israel or in territories controlled by Israel.

   (b) In a manner that discriminates on the basis of nationality, national origin or religion and that is not based on a valid business reason.

2. "Company" means an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company or other entity or business association, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate, that engages in for-profit activity and that has ten or more full-time employees.

5. "Public entity" means this State, a political subdivision of this State or an agency, board, commission or department of this State or a political subdivision of this State.

The certification below does **<u>not</u>** include boycotts prohibited by 50 United States Code Section 4842 or a regulation issued pursuant to that section. *See* A.R.S. §35-393.03.

In compliance with A.R.S. §§35-393 *et seq.*, all offerors must select one of the following:

☐ The Company submitting this Offer **<u>does not</u>** participate in, and agrees not to participate in during the term of the contract, a boycott of Israel in accordance with A.R.S. §§35-393 *et seq.* I understand that my entire response will become public record in accordance with A.A.C. R2-7-C317.

☐ The Company submitting this Offer **<u>does</u>** participate in a boycott of Israel as described in A.R.S. §§35-393 *et seq.*

☐ Exempt Solicitation, Contract, or Contractor.

Indicate which of the following statements applies to this Contract:

☐ Solicitation or Contract has an estimated value of less than $100,000;

☐ Contractor is a sole proprietorship;

☐ Contractor has fewer than ten (10) employees; and/or

☐ Contractor is a non-profit organization.

Company Name			Signature of Person Authorized to Sign
Address			Printed Name
City	State	Zip	Title