

Original Information

Document Type: GTAW Department Code: HD Contract Number (i.e., 15-123): 16*48
Effective Date: 1/1/2016 Termination Date: 12/31/2020 Prior Contract Number (Synergen/CMS): N/A
 Expense Amount: \$ _____ Revenue Amount: \$ \$20,000.00
Funding Source(s): ADHS / CDC

Cost to Pima County General Fund: \$0.00

Contract is fully or partially funded with Federal Funds? Yes No Not Applicable to Grant Awards
Were insurance or indemnity clauses modified? Yes No Not Applicable to Grant Awards
Vendor is using a Social Security Number? Yes No Not Applicable to Grant Awards
If Yes, attach the required form per Administrative Procedure 22-73.

Amendment Information

Document Type: _____ Department Code: _____ Contract Number (i.e., 15-123): _____
Amendment No.: _____ AMS Version No.: _____
Effective Date: _____ New Termination Date: _____
 Expense Revenue Increase Decrease Amount This Amendment: \$ _____
Funding Source(s): _____

Cost to Pima County General Fund: _____

Contact: Sharon Grant

Department: Health Telephone: 724-7842

Department Director Signature/Date: _____ 21 Dec 15

Deputy County Administrator Signature/Date: _____ 12-21-15

County Administrator Signature/Date: _____ C. D. [Signature] 12/22/15
(Required for Board Agenda/Addendum Items)



INTERGOVERNMENTAL AGREEMENT (IGA)

Contract No. ADHS16-114530

ARIZONA DEPARTMENT OF HEALTH SERVICES
1740 West Adams, Room 303
Phoenix, Arizona 85007
(602) 542-1040
(602) 542-1741 FAX

Project Title:
Public Health in Action: Advancing Strategies to Sustain Healthy Communities

Begin Date: January 1, 2016

Termination Date: 5 Years

Geographic Service Area: Pima County

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:

- 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.

<p>Arizona Transaction (Sales) Privilege: _____</p> <p>Federal Employer Identification No.: _____</p> <p>Tax License No.: _____</p> <p>Contractor Name: Pima County Health Department</p> <p>Address: 3950 S. Country Club, Suite 100 Tucson, AZ 85714-2099</p>	<p style="text-align: center;">FOR CLARIFICATION, CONTACT:</p> <p>Name: _____</p> <p>Telephone: _____</p> <p>Fax No: _____</p> <p>E-mail: _____</p>
<p style="text-align: center;">CONTRACTOR SIGNATURE:</p> <p>The Contractor agrees to perform all the services set forth in the Agreement and Work Statement.</p> <p>_____ Signature of Person Authorized to Sign Date</p> <p>_____ Print Name and Title</p>	<p>This Contract shall henceforth be referred to as Contract No. ADHS16-114530</p> <p>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.</p> <p>State of Arizona</p> <p>Signed this _____ day of _____, 20____</p> <p>_____ Procurement Officer</p>
<p style="text-align: center;">CONTRACTOR ATTORNEY SIGNATURE:</p> <p>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.</p> <p><i>Barbara Burshtein</i> <i>12/16/2015</i> _____ Signature of Person Authorized to Sign Date</p> <p><i>Barbara Burshtein, Deputy County Attorney</i> _____ Print Name and Title</p>	<p style="text-align: center;">RESERVED FOR USE BY THE SECRETARY OF STATE</p> <p>Under House Bill 2011, A.R.S. § 11-952 was amended to remove the requirement that Intergovernmental Agreements be filed with the Secretary of State.</p>
<p>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:</p> <p>_____ Signature Date Assistant Attorney General:</p>	<div style="border: 2px solid black; padding: 10px;"> <p>REVIEWED BY: <i>Mary M. Truog</i></p> <p>Appointing Authority or Designee Pima County Health Department</p> </div>

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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 “Fixed Price” establishes a set price per unit of service. The set price shall be based on costs, which are reasonable, allowable and allocable.
 - 1.11 “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.
 - 1.12 “Materials” unless otherwise stated herein, means all property, including but not limited to equipment’s, supplies, printing, insurance and leases of property.
 - 1.13 “Procurement Officer” means the person duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract.
 - 1.14 “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.
 - 1.15 “Services” means the furnishing of labor, time or effort by a Contractor or Subcontractor.
 - 1.16 “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.
 - 1.17 “State” means the State of Arizona and/or the ADHS. For purposes of this Contract, the term “State” shall not include the Contractor.

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2. CONTRACT TYPE.

This Contract shall be:

 X Fixed Cost

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;
 - 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

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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. 160 9-09 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

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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

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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 5.2.1, 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.

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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.

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- 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 Indemnification - Patent and Copyright. To the extent permitted by A.R.S. § 41-621 and A.R.S. § 35-154, the Contractor shall indemnify and hold harmless the State against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of performance of the Contract or use by the State of materials furnished by or work performed under this Contract. The State shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph.
- 7.4 Force Majeure.
- 7.4.1 *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.
- 7.4.2 *Exclusions.* Force Majeure shall not include the following occurrences:
- 7.4.2.1 Late delivery of Materials caused by congestion at a manufacturer’s plant or elsewhere, or an oversold condition of the market;
- 7.4.2.2 Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or
- 7.4.2.3 Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.
- 7.4.3 *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.
- 7.4.4 *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.
- 7.5 Third Party Antitrust Violations. The Contractor assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor for or toward the fulfillment of this Contract.

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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

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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 Remedies. 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 Contract pursuant to this Section, the State shall pay the Contractor the

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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.

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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. 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://azdhs.gov/procurement> and returned to the ADHS by the 15th of the month following that in which the award was received. The completed form shall be completed electronically, and sent 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 utilized by the Contractor/Grantee during the term of the Award.

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, 1740 West Adams, Suite 303, Phoenix, Arizona, 85007.

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19. AUTHORIZATION FOR PROVISION OF SERVICES:

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

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ADHS16-114530	SCOPE OF SERVICES

1. BACKGROUND

The Arizona Department of Health Services (ADHS) Division of Prevention Services (DPS) received the CDC-RFA-DP13-1305 State Public Health Actions to Prevent and Control Diabetes, Heart Disease, Obesity and Associated Risk Factors and Promote School Health Cooperative Agreement (Grant Number: 1 U58 DP004793.01), a 5 year project that is contingent upon federal appropriations. The overall purpose of the Centers for Disease Control and Prevention (CDC) Cooperative Agreement is to support State Health Departments which implement targeted strategies resulting in measureable impacts addressing school health, nutrition and physical activity, obesity, diabetes and heart disease and stroke prevention. The long term outcome of the program is to “improve prevention and control of hypertension, diabetes, and overweight and obesity.” The enhanced component of the CDC Cooperative Agreement addresses the following three (3) areas of CDC’s Four (4) Chronic Disease Prevention and Health Promotion Domains:

- 1.1. Domain 2 (Environmental Approaches that Promote Health): Environmental approaches that promote health and support and reinforce healthful behaviors (statewide in schools, worksites, and communities);
- 1.2. Domain 3 (Health Systems Interventions): Health Systems interventions to improve the effective delivery and use of clinical and other preventive services in order to prevent disease, detect diseases early, and reduce or eliminate risk factors and mitigate or manage complications; and
- 1.3. Domain 4 (Community Clinical Linkages): Strategies to improve community-clinical linkages ensuring that communities support and clinics refer patients to programs that improve the management of chronic conditions and meeting the management and emergency care needs of students with chronic conditions.

The Public Health in Action Inter-Governmental Agreement (IGA) will fund a nine (9) month collaborative effort at the Local Health Department level that will result in “improved prevention and control of hypertension, diabetes, and overweight and obesity.” Renewal for Years 4 through 5 of the IGA is contingent upon federal appropriations.

2. SCOPE OF WORK

- 2.1. The IGA shall address a variety of school health, nutrition and physical activity, obesity, diabetes and heart disease and stroke prevention evidence-based strategies designed to impact performance measures, and to promote county-wide health changes so that public health impact will be maximized. Local Health Departments are expected to develop and implement a scope of work with strategies that are 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 health improvements. Strategies that influence policy, systems, or environmental change practices (aka Public Health Approaches) are highly recommended. The Local Health Department will select at a minimum one (1) of the strategies to be addressed (based on the strategies within the enhanced component of CDC 1305 Work Plan):
- 2.2. Domain 2 (Environmental Approaches that Promote Health):
 - 2.2.1. Strategy: Increase physical activity access and outreach
 - 2.2.2. Intervention: Design Streets and Communities for Physical Activity
- 2.3. Pima County has selected the following target strategy(ies) for completion under this Agreement:
 - 2.3.1. Domain 2 (Environmental Approaches that Promote Health):
 - 2.3.2. Strategy: Increase physical activity access and outreach; and
 - 2.3.3. Intervention: Design Streets and Communities for Physical Activity.

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3. TASK AND REQUIREMENTS

3.1. Minimum Staffing Competency

The Contractor shall designate or dedicate staff with previous policy and/or public health experience to manage and/or administer the program. It is recommended that the staff have an undergraduate degree from an accredited institution in related areas, including, but not limited to public health or a related field such as public policy or public health administration.

3.2. Administrative Services. The Contractor shall:

- 3.2.1. Complete an annual action plan that includes goals, objectives, activities, timelines of completion, defined deliverables, and a narrative of how project activities fit within the identified strategy(ies) selected. (Attachment 1)
- 3.2.2. Complete a logic model that includes, outlining an evaluation design that will incorporate performance measures for each strategy selected, including but not limited to those listed in Attachment 1. The performance measures will be collected and reported at the local health department level. Assistance in methodology, design, and planning will be provided by ADHS, as needed.
- 3.2.3. Develop and submit a proposed budget for the funding cycle and/or any subsequent funding years.
- 3.2.4. Submit quarterly Contractor's Expenditure Reports (CER).
- 3.2.5. Submit a mid-year and annual report based on evaluation of outcomes and objectives that includes cumulative year to date data of strategy(ies) impacts and performance measures.
- 3.2.6. Work and develop partnerships with State and community partners, such as: ADHS tobacco/chronic disease contractors, Women, Infant and Children (WIC) Local Agencies, tribal communities, ADE's Health & Nutrition team, local educational agencies, community health centers and community based organizations, including those supporting students with chronic conditions in order to fulfill developed action plan.
- 3.2.7. Implement strategy(ies) approved by ADHS.
- 3.2.8. Participate in conference calls and in-person meetings with ADHS, when scheduled.
- 3.2.9. Participate and share successes and challenges in a monthly healthy community design learning community with the Arizona Alliance for Livable Communities (AALC) facilitated via teleconference.
- 3.2.10. Work with ADHS to organize (1) future event and/or opportunity for street and community design projects to promote physical activity.

3.3. The Contractor may:

- 3.3.1. Leverage program or policy activities with other currently funded initiatives.
- 3.3.2. Partner with other Local Health Departments on program or policy activities.

4. DELIVERABLES

4.1. The Contractor shall submit to ADHS:

- 4.1.1. Prepare and submit an annual action plan, no later than thirty (30) days following the contract award.

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- 4.1.2. Prepare and submit a logic model, no later than thirty (30) days following the contract award.
- 4.1.3. Prepare and submit an evaluation design and methodology, no later than thirty (30) days following the contract award to ADHS Program Manager for review and approval, prior to the report of performance measures.
- 4.1.4. Prepare and submit a proposed budget for the funding year and/or subsequent funding years thirty (30) days following the contract award.
- 4.1.5. Prepare and submit a mid-year program report, no later than thirty (30) days following the end of the contract mid-year.
- 4.1.6. Prepare and submit an annual program report, no later than forty-five (45) days following the end of the contract year.
- 4.1.7. Prepare and submit an individually signed electronic CER invoice, no later than thirty (30) days following the end of each quarter of the program year;
- 4.1.8. Final CER invoice for the program, no later than forty-five (45) days following the end of each contract year.
- 4.1.9. Copies of all printed or broadcast media or any other educational and/or marketing materials developed using funds awarded under this Intergovernmental Agreement (IGA) to the ADHS Program Manager for review and approval.
- 4.1.10. The name, phone numbers, and resume of all program staff funded under this IGA are due within thirty (30) days of hire, and should be sent to the ADHS Program Manager.
- 4.1.11. Complete one (1) Health Impact Assessment on a project, plan or proposal to increase access to physical activity OR promote the adoption of Complete Streets or evidence-based policy to increase active transportation among a minimum of one (1) local jurisdiction.

5. NOTICES, CORRESPONDENCE, REPORTS AND INVOICES:

- 5.1. Notices, Correspondence and Program Reports from the Contractor to ADHS shall be sent to:

Arizona Department of Health Services
 Bureau of Nutrition and Physical Activity
 ATTN: Community Planner of the 1305-Public Health in Actions Grant
 Street Address: 150 North 18th Avenue, Suite 300
 City, State, and Zip Code: Phoenix, Arizona 85007
 Telephone: (602) 542-1219
 Facsimile: (602) 542-2011

- 5.2. CER and Invoices shall be sent to: heather.glaser@azdhs.gov.

- 5.3. Notices, Correspondence and Reports from the ADHS to the Contractor shall be sent to:

Pima County Health Department
 Attention: Javier Herrera
 3950 S. Country Club, Suite 100
 Tucson, AZ 85714-2099
 Telephone: (520) 724-7741
 Email: Javier.herrera@pima.gov

- 5.4. Payments from ADHS to the Contractor shall be sent to the “Remit To” Address listed on the Contractor’s ProcureAZ vendor profile.

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PRICE SHEET

Effective Date: January 1, 2016 through June 29, 2016

Quarterly Fixed Price

Account Classification	Number per Budget Period	Unit Rate	Total Cost
Domain 2 Strategy 1.1 Intervention 1.1.1	2	\$10,000.00	\$20,000.00
Total Amount:			\$20,000.00

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GLOSSARY

American Diabetes Association (ADA): Non-profit organization that leads the fight against the deadly consequences of diabetes and advocates for those affected by diabetes. Entity is also responsible for recognizing diabetes self-management programs across the United States.

American Association of Diabetes Educators (AADE): A multi-disciplinary professional membership organization dedicated to improving diabetes care through education. With more than 13,000 professional members including nurses, dietitians, pharmacists, and others, AADE has a vast network of practitioners involved in the daily treatment of diabetes patients. AADE accredits Diabetes Self-Management Education (DSME) programs as ADA. However, AADE accreditation provides diabetes education programs with a written curriculum specifically tailored to their practice setting. The curriculum is based on the AADE7™ Self-Care Behaviors framework and current evidence and practice guidelines.

Capacity: An organization's ability to achieve its mission effectively and to sustain itself over the long term. Capacity also refers to the skills and capabilities of individuals.

Capacity Building: The process of improving an organization's ability to achieve its mission. It includes increasing skills and knowledge; increasing the ability to plan and implement programs, practices, and policies; increasing the quality, quantity, or cost-effectiveness of programs, practices, and policies; and increasing sustainability of infrastructure or systems that support programs, practices, and policies.

Chronic Conditions: Any illness, disease, disorder, or disability that is of long duration or frequently recurs and is either not curable or has residual features that result in limitations in daily living requiring adaptation in function or special assistance. These may include, but are not limited to, asthma, food allergies, obesity, and diabetes.

Chronic Disease Prevention and Health Promotion Domains:

- **Domain 1:** Epidemiology and surveillance is a core public health function in which all state departments of health are engaged. The investment in this activity supports states to build and maintain expertise to collect data and information and to develop and deploy effective interventions, identify gaps in program delivery, and monitor and evaluate progress in achieving program goals. Data and information from these efforts can and should be used routinely to inform decision makers and the public about the effectiveness of preventive interventions (including program effectiveness and public health impact) and the burden and unmet need of chronic diseases and associated risk factors.
- **Domain 2:** Environmental approaches that promote health and support and reinforce healthful behaviors facilitate improvements in social and physical environments to make healthy behaviors easier and more convenient for Americans. The investment in this activity supports state-level and/or statewide programmatic efforts and targeted efforts in schools, early care and education (ECE), worksites, and communities.
- **Domain 3:** Health system interventions to improve the quality, effective delivery and use of clinical and other preventive services in order to prevent disease, detect disease early, and reduce or eliminate risk factors and mitigate or manage complications. Health systems interventions improve the clinical environment to more effectively deliver quality preventive services and help Americans more effectively use and benefit from those services. The investment in this activity supports health system and quality improvement changes such as electronic health records, systems to prompt clinicians and deliver feedback on performance, and requirements for reporting on outcomes such as control of high blood pressure and the proportion of the population up-to-date on chronic disease preventive services, as well as outreach to consumers to help reduce barriers to accessing these services.
- **Domain 4:** Strategies to improve community-clinical linkages ensures that communities support and clinics refer patients to programs that improve management of chronic conditions. The investment in this activity addresses those with or at high risk for chronic diseases and facilitates access, referral and payment for quality community resources, to best manage their condition or disease. These supports

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include interventions such as clinician referral, community and school delivery and third-party payment for effective programs that increase the likelihood that people with high blood pressure, diabetes or prediabetes and other chronic conditions in school-age children such as asthma and food allergies will better manage their conditions.

Chronic Disease Self-Management Programs (CDSMP): Is a six week self-management workshop that meets once a week, for two and a half hours. Each workshop is facilitated by two trained leaders following an established curriculum. CDSMP workshops are designed to help people with ongoing health problems manage them more effectively. Anyone with a chronic condition such as diabetes, arthritis, heart disease, asthma, or any other on-going health problem should participate. Curriculum can be presented in both English and Spanish.

Competitive Foods: Any foods or beverages sold or served outside of the school meal program in various school-based venues including a la carte in the cafeteria, vending machines, school stores, snack bars, concession stands, fundraisers on school grounds, classroom-based activities.

Complete Streets: A Complete Street is one that is designed and operated to safely accommodate all users, including: motorists, pedestrians, bicyclists, transit users, and people of all ages and abilities. A Complete Street is comprised of many different elements; these elements may include, but are not limited to: sidewalks, bike lanes, crosswalks, curb-cuts, wide shoulders, medians, bus pullouts, audible pedestrian signals, sidewalk bulb-outs, and more. The elements that are used can vary from project to project, but the end result is still to achieve a connected network that is safe and effective for all modes of travel.

Comprehensive school physical activity program (CSPAP): Before, during and after-school physical activity through recess and other physical activity breaks, intramural and physical activity clubs, interscholastic sports, walk- and bicycle-to-school initiatives, and quality physical education.

Continuous Quality Improvement: A system that seeks to improve the provision of services with an emphasis on future results.

Health Disparities: are differences in health outcomes and their determinants between segments of the population, as defined by social, demographic, environmental, and geographic attributes.

Healthy People 2020: Provides national health objectives for improving the health of all Americans by encouraging collaborations across sectors, guiding individuals toward making informed health decisions, and measuring the impact of prevention activities.

Inclusion: Inclusion refers to both the meaningful involvement of community members in all stages of the program process, and maximum involvement of the target population in the benefits of the intervention. An inclusive process assures that the views, perspectives, and needs of affected communities, care providers, and key partners are actively included.

Local Education Agencies (LEAs): Local Education Agencies are also known as school districts.

Lobbying: Direct lobbying includes any attempt to influence legislation, appropriations, regulations, administrative actions or Executive Orders ("legislation or other orders"), or other similar deliberations at all levels of government through communications that directly express a view on proposed or pending legislation or other orders and which are directed to members of staff, or other employees of a legislative body or to government officials or employees who participate in the formulation of legislation or other orders. Grass Roots lobbying includes efforts directed at inducing or encouraging members of the public to contact their elected representatives at the Federal, State or local levels to urge support of, or opposition to, proposed or pending legislative proposals.

National Diabetes Prevention Program (DPP): The National Diabetes Prevention Program encourages collaboration among federal agencies, community-based organizations, employers, insurers, health care professionals, academia, and other stakeholders to prevent or delay the onset of type 2 diabetes among people with prediabetes in the United States. Each state has its own recognized programs.

Outcome: The observable benefits or changes for populations and/or public health capabilities that will result from a particular program strategy.

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Performance Measures: Performance measurement is the ongoing monitoring and reporting of program accomplishments, particularly progress toward pre-established goals. It is typically conducted by program or agency management. Performance measures may address the type or level of program activities conducted (process), the direct products and services delivered by a program (outputs), or the results of those products and services (outcomes). A “program” may be any activity, project, function, or policy that has an identifiable purpose or set of objectives.

Program Strategies: Public health interventions or public health capabilities.

Quality physical education: A high quality physical education includes: (1) curriculum, (2) policies and environment, (3) instruction, and (4) student assessment. It is offered daily for grades K-12 (150 minutes for elementary students and 225 minutes per week for secondary students). It meets the needs of all students; is an enjoyable experience for all students; keep students active for most of physical education class time; teaches self-management as well as movement skills; and emphasizes knowledge and skills that can be used for a lifetime.

Recess: Discretionary time during the school day (i.e., 20 minutes daily) that allows elementary school students to engage in physical activity.

School-aged youth: Ages 6-19 years.

School health services: Services schools or school-based health centers provide to identify and resolve health-care needs of students, provide case management for health and mental health issues, link students and families to community health resources.

Schools: Kindergarten, elementary, and secondary (i.e., middle/junior high school and high school) grade levels.

School meals: The National School Lunch Program and School Breakfast Program administered by the United States Department of Agriculture’s Food and Nutrition Service.

State-level strategies: Those strategies which focus on agencies or organizations such as Department of Education, Medicaid, and Department of Transportation, which have broad systems, organizational and environmental influence across the state.

Statewide implementation: Broad implementation of strategies which reach across an entire state, though not necessarily the entire population.

Technical Assistance: The providing of advice, assistance, and training pertaining to the development, implementation, maintenance, and/or evaluation of programs.

YMCA Diabetes Prevention Program (YDPP): The inaugural partners of the National Diabetes Prevention Program were the YMCA and UnitedHealth Group. These partners were instrumental in starting the national program and continue to expand the reach of this evidence-based lifestyle program for patients at risk for type 2 diabetes or with prediabetes.

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ATTACHMENT A

The Annual Action Plan will identify the activity, lead personnel, key partners, time frame, and performance measures.

The Evaluation Design will incorporate performance measures for each strategy, including but not limited to those listed below, which will be collected and reported at the county level. Assistance in methodology design and planning will be provided by ADHS as needed. Methodology will be approved by ADHS prior to the report of performance measures.

1.3 Increase physical activity access and outreach -Design streets and communities for physical activity (Domain 2 Enhanced Strategy 4)				
Activity	Lead Personnel	Key Partners	Time frame	Performance Measures
				1.3a: Number of local or state policies that include language that supports environmental changes to enhance places for physical activity, emphasizing walking Number: Data Source: Year Data Collected: 1.3b: Number of communities that develop and/or adopt a pedestrian or transportation master plan Number: Data Source: Year Data Collected:

ARIZONA DEPARTMENT OF HEALTH SERVICES
INTERGOVERNMENTAL AGREEMENT

CONTRACTOR'S ADDENDUM TO CONTRACT NO. ADHS16-114530

Modify provision 7.3 Terms and Conditions

Indemnification – Patent and Copyright as follows:

7.3 Indemnification – Patent and Copyright To the extent permitted by applicable law, including but not limited to A.R.S. § 41-621 and § 35-154, the Contractor shall indemnify and hold harmless the State against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of performance of the Contract or use by the State of materials furnished by or work performed under this Contract. The State shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph.