PURSUANT TO A.R.S. SECTION 38-431.01, THE GILA COUNTY BOARD OF SUPERVISORS WILL HOLD AN OPEN MEETING IN THE SUPERVISORS' AUDITORIUM, 1400 EAST ASH STREET, GLOBE, ARIZONA. ONE OR MORE BOARD MEMBERS MAY PARTICIPATE IN THE MEETING BY TELEPHONE CONFERENCE CALL OR BY INTERACTIVE TELEVISION VIDEO (ITV). ANY MEMBER OF THE PUBLIC IS WELCOME TO ATTEND THE MEETING VIA ITV WHICH IS HELD AT 610 E. HIGHWAY 260, BOARD OF SUPERVISORS' CONFERENCE ROOM, PAYSON, ARIZONA. THE AGENDA IS AS FOLLOWS:

WORK SESSION - TUESDAY, MARCH 26, 2013 - 10 A.M.

1 Call to Order - Pledge of Allegiance

2 **REGULAR AGENDA ITEMS:**

- A General update on the Resolution Copper Mining Project and discussion of issues of concern by Andrew Taplin, Project Director of Resolution Copper.
- B Information/Discussion regarding a proposed remodel of Gila County facilities. (Steve Stratton)
- C Information/Discussion on a land parcel database for Gila County. (Steve Stratton)
- D Presentation of the Community Health Assessment and Community Health Improvement Plan for Gila County. (Michael O'Driscoll)
- E Annual update on the County's Immunization Program that is funded through a Grant Agreement between the Gila County Health Department and the Arizona Department of Health Services. (Lorraine Dalrymple)
- CALL TO THE PUBLIC: Call to the Public is held for public benefit to allow individuals to address issue(s) within the Board's jurisdiction. Board members may not discuss items that are not specifically identified on the agenda. Therefore, pursuant to Arizona Revised Statute §38-431.01(H), action taken as a result of public comment will be limited to responding to criticism made by those who have addressed the Board of Supervisors, may ask staff to review the matter or may ask that a matter be put on a future agenda for further discussion and decision at a future date.

IF SPECIAL ACCOMMODATIONS ARE NEEDED, PLEASE CONTACT THE RECEPTIONIST AT (928) 425-3231 AS EARLY AS POSSIBLE TO ARRANGE THE ACCOMMODATIONS. FOR TTY, PLEASE DIAL 7-1-1 TO REACH THE ARIZONA RELAY SERVICE AND ASK THE OPERATOR TO CONNECT YOU TO (928) 425-3231.

THE BOARD MAY VOTE TO HOLD AN EXECUTIVE SESSION FOR THE PURPOSE OF OBTAINING LEGAL ADVICE FROM THE BOARD'S ATTORNEY ON ANY MATTER LISTED ON THE AGENDA PURSUANT TO A.R.S. SECTION 38-431.03(A)((3).

THE ORDER OR DELETION OF ANY ITEM ON THIS AGENDA IS SUBJECT TO MODIFICATION AT THE MEETING.

ARF-1756 2- A

Work Session

Meeting Date: 03/26/2013 Submitted For: Andrew Taplin

Submitted By: Marian

Sheppard, Chief Deputy Clerk, BOS, Clerk of the Board of Supervisors

<u>Department:</u> Clerk of the Board of Supervisors

Information

Request/Subject

General Update on the Resolution Copper Mining Project

Background Information

N/A

Evaluation

N/A

Conclusion

Andrew Taplin, Project Director for Resolution Copper, requested to address the Board of Supervisors during a Work Session to provide a general update on the Resolution Copper Mining Project and to discuss some concerns.

Recommendation

N/A

Suggested Motion

General update on the Resolution Copper Mining Project and discussion of issues of concern by Andrew Taplin, Project Director of Resolution Copper.

ARF-1746 2- B

Work Session

Meeting Date: 03/26/2013

Submitted For: Steve Stratton, Public Works Division Submitted By: Shannon

Director

Boyer, Executive Administrative Asst., Public Works Division

Department: Public Works Division

Information

Request/Subject

Proposed Remodel of County Facilities

Background Information

Proposed remodel of County facilities is being investigated to eliminate rental space.

Evaluation

Proposed Remodel of County Facilities

Conclusion

Proposed Remodel of County Facilities

Recommendation

Proposed Remodel of County Facilities

Suggested Motion

Information/Discussion regarding a proposed remodel of Gila County facilities.

(Steve Stratton)

ARF-1745 2- C

Work Session

Meeting Date: 03/26/2013

Submitted For: Steve Stratton, Public Works Division Submitted By: Shannon

Director

Boyer, Executive Administrative Asst., Public Works Division

Department: Public Works Division

Information

Request/Subject

Land Parcel Database Presentation

Background Information

For seventeen years, the land parcel database has been worked on with the goal being to have a countywide, high accuracy parcel database.

Evaluation

Efforts to date, by Public Works, will be presented.

Conclusion

Presentation of current status of land parcel database.

Recommendation

Land Parcel Database Presentation

Suggested Motion

Information/Discussion on a land parcel database for Gila County.

(Steve Stratton)

ARF-1733 2- D

Work Session

Meeting Date: 03/26/2013

Submitted For: Paula Horn, Deputy Director of Submitted By: Paula Horn,

Prevention Services Deputy Director of

Prevention

Services, Health &

Emergency

Services Division

<u>Department:</u> Health & Emergency Services Division <u>Division:</u>

Prevention Services

<u>Fiscal Year:</u> 2012 <u>Budgeted?:</u> Yes <u>Contract Dates</u> 4-16-12 through 4-30-13 <u>Grant?:</u> Yes

Begin & End:

Matching No Fund?: New

Requirement?:

Information

Request/Subject

2012 Community Health Assessment and Community Health Improvement Plan Presentation

Background Information

On May 1, 2012, the Gila County Board of Supervisors approved an Intergovernmental Agreement (Contract No. ADHS12-020644) with the Arizona Department of Health Services to conduct a Community Health Assessment and a Community Health Improvement Plan.

Evaluation

The contract deliverables were completed and submitted to Arizona Department of Health Services on March 7, 2013.

Conclusion

The completed Community Health Assessment and the Community Health Improvement Plan has been provided to the Board of Supervisors for review.

Recommendation

It is the recommendation of the Director of Health and Emergency Services that the Board of Supervisors hear the presentation of the Community Health Assessment and Community Health Improvement Plan.

Suggested Motion

Presentation of the Community Health Assessment and Community Health Improvement Plan for Gila County. (Michael O'Driscoll)

Attachments

CHA
CHIP
ADHS 12-020644 Contract

Community Health Assessment for Gila County, Arizona





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Executive Summary

Gila County is known as home to 1% of Arizonans (53,597 residents) and is the 11th most populous county in Arizona. Gila County residents have a significantly lower medium income as compared to the rest of Arizona residents. They are also less likely to have college degrees and tend to be older. Geographically diverse, Gila County is spread over 4,796 square miles and its population is equally diverse, particularly between Payson and Globe/Miami.

The Community Health Assessment, conducted late 2012, evaluated the County's demographics, general health, physical health, mental health, and social health. The top perceived physical health concerns included diabetes, overweight, and hypertension. The top perceived mental health concerns included substance abuse, alcohol abuse, and prescription drug abuse. The top perceived social health concerns included substance abuse, teen pregnancy, and domestic violence. Comparatively, the top diagnosed physical health concerns were overweight, hypertension, and high cholesterol. The top diagnosed mental health concerns were depression, panic disorder, and alcohol abuse. The highest rate of impact of social health concerns were bullying, domestic violence, and teen pregnancy.

Themes of barriers to health care service were seen throughout the data collected. Gila County is designated a Medical Underserved Area, and many areas within the County are also identified as Health Professional Shortage Areas. Primary care, specialty, mental and behavioral health, and dentistry services have all been recognized as underserved areas for the population of Gila County.

The main opportunities of improvement have been identified as:

- Access to care, particularly mental and behavioral health and specialty medicine.
- Access to healthful foods.
- Prevalence of overweight, diabetes, and cardiovascular disease.
- Incidence of bullying and other violence.
- Teen pregnancy rates.

Introduction

Nestled in between six bordering counties in the middle of Arizona Gila County is known as home to 1% of Arizonans (53,597 residents). Named for the Gila River, Gila County was created in 1881, originally carved from portions of Maricopa and Pinal Counties and later adding a portion of Yavapai County Gila County now sits spanning across 4,752 square miles. Of the total land mass in Gila County, 55% is federally owned, 40% is owned by the San Carlos, Tonto and White Mountain Apache Nations, 1% is State owned, and only 4% is considered privately owned and operated. Gila County's landscape runs the gamut from Saguaro desert vistas to Ponderosa Pine covered mountains. The elevation ranges from 2,123 feet at Roosevelt Dam to 7,153 feet at Mount Ord. This provides vast expanses of wilderness areas and the opportunity to become familiar with the Apache Indian culture. (Hirano, 2010)

In the late 1800's, "silver fever" brought many new miners, settlers, and ranchers to the area. Once the silver was depleted, copper mining began an upsurge which kept the area economy stable. Copper continues to be a major force in the area employing more than 20% of the residents. Gila County continues to seek out and expand on economic diversity in areas such as tourism, light industry, manufacturing, ranching, and retirement living. Gila County is home to the world's highest masonry dam. The Roosevelt Dam was one of the original five federal projects authorized on March 13, 1903, under the Newlands Reclamation Act of 1902. Roosevelt Dam was begun in 1906 and completed in 1911. This also created Roosevelt Lake, which has become a recreation destination for visitors and residents alike. Green Valley Lake located in Payson, AZ and the San Carlos Lake located on the San Carlos Apache tribal land are also draws for boaters, fishers and campers. Green Valley Lake is actually a reservoir connected to two smaller lakes in the Green Valley Park. These lakes were originally constructed from 1993 to 1996 for ground water recharge. The San Carlos Lake located on the San Carlos Apache Indian Reservation was formed by the construction of the Coolidge Dam and was dedicated in 1930 by President Calvin Coolidge. Due to irrigation needs the lake has been nearly empty at least 20 times and has been full only three times. San Carlos Lake is stocked periodically, and after an average winter is one of the largest lakes in Arizona. Gila County also offers an array of National Forest Lands to explore. As the fifth largest forest in the United States, the Tonto National Forest is one of the most-visited "urban" forests in the U.S. (approximately 5.8 million visitors annually). Its boundaries are Phoenix to the south, the Mogollon Rim to the north and the San Carlos and Fort Apache Indian reservations to the east. Tonto National Forest land can be found all throughout Gila County including the Pinal Mountain Recreation in the Globe area and the Mogollion Rim in the Payson Area. Tucked in on Tonto National Forest Land in Gila County you can find the treasure of an ancient Salado Indian Cliff Dwelling known to tourists as the Tonto National Monument. The Tonto National Monument encompasses about 300 square miles, and gives us a unique view of how early farming began. (Hirano, 2010)

Of the population in Gila County 18,635 people were employed in 2004. Gila County had an unemployment rate of 6.6%. This is compared to 2,762,612 employed in the State of Arizona and a statewide unemployment rate of 4.8%. Major industries providing employment in Gila County are government, mining, private services, agriculture, trades and services. Major employers are Gila County Government, Freeport McMoran, and the local schools and hospitals.

Average hourly wage is \$14.26 for median employees and \$17.55 for experienced trade workers. (Jimenez, 2006)

Gila County residents have a significantly lower medium income as compared to the rest of Arizona residents. They are also less likely to have college degrees and tend to be older. There are distinct differences among the population within the county, the most notable between Payson and Globe/Miami. Those living in Globe/Miami are seven times more likely to be Hispanic than those who live in Payson. Payson residents are almost twice as likely to be over 65 years of age in comparison to Globe/Miami and more likely to have a high school diploma.(Hirano, 2010)

There are several areas that contribute to a person's current state of health. They may be biological, socioeconomic, behavioral, cultural, or psychosocial. Generally, there are five determinants of health: 1.) biology and genetics include a person's sex and age, 2.) physical environment includes geographical location and outdoor hazards, 3.) social environment includes employment opportunities, cultural and religious impacts, and political forces, 4.) individual behaviors, and 5.) health services including access to quality health care and health insurance. Many public health concerns factor into several of these categories. (Centers for Disease Control and Prevention [CDC], 2013)

In September, 2012, the Gila County Health Department (GCHD) led the effort to begin the community health assessment process. GCHD held focus groups to determine health status indicators and used these to develop a survey, which polled residents on what they believe are the top health priorities in Gila County. To gain an overall picture of the county, demographic and health status data were also collected. The following were the health indicators (ranked in order of importance as determined collectively by the focus groups) evaluated in this assessment:

1. Substance abuse, including prescription drug	14. Tobacco use
abuse/misuse	
2. Domestic violence	15. Access to physicians/health care
3. Suicide	16. Depression
4. Lack of health insurance	17. Bipolar disorder
4. Teen pregnancy	17. Coronary health disease
6. Diabetes	17. Liver disease
6. Health care costs	20. Stroke
8. Physical activity	21. Delayed care
8. Access/cost for healthy food	21. Oral health
10. Access to mental health care	21. Quality of health care
11. Bullying	24. Cancer
12. Child abuse	24. Asthma
13. Hypertension	24. Anxiety

This community profile will be used to inform and engage local stakeholders and community members to promote collaborative efforts to improve the health of the residents of Gila County. The primary goals of this assessment are collect and analyze data and information for use in

educating and mobilizing communities, develop priorities, garner resources, and plan actions to improve the population's health.

Three hundred and eighty-seven surveys were collected throughout Gila County online using www.surveymonkey.com and via hard copy. The paper version was distributed at community events, libraries, health department sites, and healthcare provider sites.

Core Health Status Indicators

Demographics

Demographics include measures of the total population for population size, income level, age distribution, sex, household size, and education level. The density of these measurements change over time due to births, deaths, and migration patterns.

General Health

General health includes quality of life constructs such as healthcare access and insurance coverage. It also evaluates perceived health status and physical activity measurements.

Physical Health

Physical health indicators include morbidity rates of common diseases, both communicable and non-communicable, and injuries. Exposure to environmental hazards is included.

Mental Health

Mental health indicators include emotional and psychological disorders.

Social Health

Social health indicators include social support and interactions and exposure to crime, violence, and social disorders. Transportation and quality of care is included.

Demographics and Population

The overwhelming majority of those surveyed identified themselves as female (77.1%), which is misrepresentative of the Gila County as the female to male ratio is 51% to 49%. Fifty two percent were between the ages of 45 and 64. Those reporting their marital status as married was overwhelming at 61% and 19% divorced, and 17% never married. Caucasians make up of about 82% of the overall population and 87% of the survey's population. Just over 9% of the survey population identified as "other", which includes those who identify as two or more races. Gila County has 3.8% higher population of whites than Arizona, 11.7% smaller population of Hispanics, and 10.2% higher population of Native Americans (US Census Bureau, 2010).

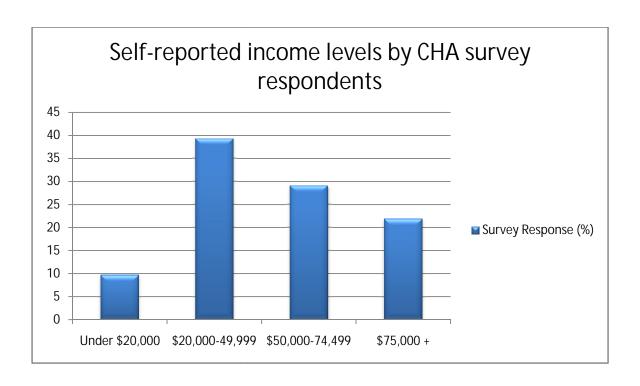
Name	Population	Area (sq²)	Year	Representation
			Incorporated (if	in CHA (%)
			applicable)	
Canyon Day	1,092	3.8	N/A	0
Central Heights-	2,694	1.7	N/A	0*
Midland City				
Claypool	1,794	1.2	N/A	10.9
Gisela	532	2.9	N/A	0
Globe	7,197	18.0	1907	51.1
Hayden	814	1.3	1956	0.6
Miami	1,778	1.0	1918	9.8
Payson	15,486	19.5	1973	16.2
Peridot	1,266	5.2	N/A	1.4
Pine	1,931	31.8	N/A	2.0
San Carlos	3,716	8.9	N/A	0.6
Star Valley	1,970	N/A	2005	0
Strawberry	1,028	10.2	N/A	0
Tonto Basin	840	31.4	N/A	2.5
Top-of-the-World	330	6.0	N/A	0**
Winkleman	429	0.7	1949	0.8
Young	561	42.0	N/A	3.1

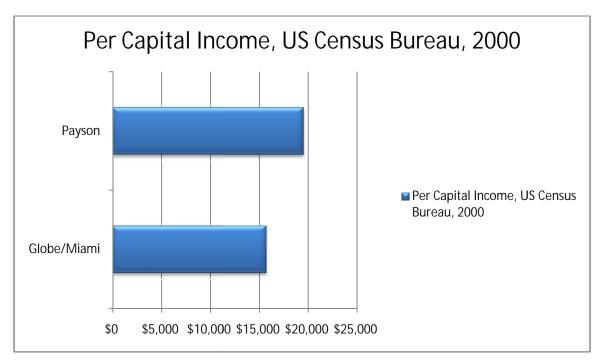
^{*} Central height-Midland City representation in the CHA is captured in Globe and Miami's numbers.

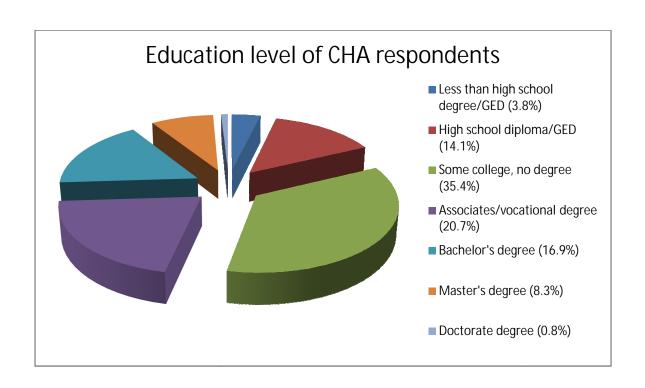
Table 1. Population and land area; incorporated cities and towns, census designated places. Gila County, Arizona (US Census Bureau, 2000).

Education attainment and socioeconomic status are important indicators that include both resource-based and prestige-based measures that are used to determine childhood and adult access and likelihood of consumption of goods, services, information relating to health.

^{**} Top-of-the-World representation in the CHA is capture in Miami's numbers.







General Health

Key findings as self-reported:

- 12% of Gila County residents reported being in fair or poor health.
- 75% of Gila County residents reported being in good or very good health.
- The majority (79%) have employer provided health insurance (including dental), but still about half have delayed filling prescription medications due to cost.
- Six out of ten people travel more than 30 miles to receive health care.
- Nearly all (95%) go to the grocery store to purchase their food, which was mostly five miles or less from their residence.

A study performed in 2010 found that 20% Gila County residents reported that their health is poor or fair, compared to 12% in this study (Hirano).

Of those reporting that they did not receive medical treatment, 77% reported that the cost was the main barrier, followed by distance and quality of care that is offered. As explored in other sections, cost and transportation concerns are often linked together as it may be costly to access care, especially when about 60% of respondents report that they have traveled more than 30 miles to receive care.

Most reported that they have employer provided health insurance, with a slightly lower percentage reporting dental health coverage included in this. Even though the same number reporting that they have health insurance reported having health care coverage that covers all or part of prescription medication costs, nearly half (49%) have delayed or not filled a prescription medication due to cost.

Heart disease, obesity, and other diet-related diseases are commonly recognized throughout the United States as major public health problems. In Gila County, approximately 27% of residents are found to be obese (Hirano, 210). This survey found that the number is closer to 53%. Some populations within the United States are at a greater risk for these due to the lack of affordable and nutritious foods (US Department of Agriculture [USDA], 2009). These "food deserts" often have greater access to fast food restaurants and convenience stores, which traditionally have more caloric- and less nutrient-dense foods, than to supermarkets and farmers markets (USDA, 2009). It was found that about 95% of respondents have supermarket access within five miles of where they reside; however, almost half did not feel there were enough healthy food options within their community. In the Globe/Miami/Claypool area, there are four grocery stores compared to twenty-five fast food and convenience stores. Similarly in Payson, there are three and twenty-one respectfully. Hayden has only one convenience store and no access to any grocery stores. So, while the majority of the population surveyed has access to a grocery store, they are inundated with unhealthy choices. This may be reflected in the perceived and diagnosed physical health issues discussed in the next section.

Access to health care in Gila County is fairly limited as well. Gila County is designated a Medical Underserved Area (MUA). This means that Gila County is identified as a geographical area that has a shortage of primary care health services. Four census tracts within the County,

two within Young, one within Hayden, and the Tonto Apache Tribe, have been designated as Health Professional Shortage Areas (HPSA). Subcategories have also been identified in the areas of dental and mental health. Dental health HPSAs include multiple service areas in Young and Hayden. The entirety of Gila County has been designed a mental health HPSA (Hirano, 2010).

Respondents repeatedly stated that there were limited health care services in Gila County and must travel outside Gila County for treatment. This is reflected in that Hayden and Young do not have any primary care physicians or dentists. Residents in Globe/Miami are more likely to be treated in the hospital for ambulatory care conditions, which reflects the lack of primary care utilization. Another indicator of lack of primary care services and dental services in the County is that approximately 37% of respondents stated that they have not seen a dentist in the last twelve months and two of the main reasons is not being able to afford it, even among those who have dental health insurance and having to travel long distances to obtain care.

Within the areas of Globe/Miami/Claypooland Payson, there are more services available. Cobre Valley Regional Medical Center (CVRMC) serves the Globe/Miami/Claypool area. CVRMC is a twenty-five bed facility offering services, such as a level four trauma emergency center, intensive care unit, imaging, laboratory services, surgery, rehabilitation and physical therapy, and obstetrics care (CVRMC, 2013). Routine medical care can be obtained at one of the four local family care clinics, which employ eight providers. Specialty services offered in the local area are podiatry, internal medicine, otolaryngology, ophthalmology, and orthopedics. Globe has one of each an obstetric/gynecologist and pediatrician, but currently does not have access to a local psychologist, or an oncologist. Preventative care can be accessed at the local health department, which offers services such as Newborn Intensive Care Program, home visitation programs, immunizations, nutrition education, STD/HIV testing, family planning, and injury prevention (GCHD, 2013). In 2012, Globe opened its first federally qualified health care clinic. Military Veterans can receive services on a small scale at the local Globe-Miami Veterans Affairs Health Care Clinic. Long-term medical care services are provided by two nursing home facilities or two home healthcare agencies with supports of the Hospice of the Valley.

Payson Regional Medical Center (PRMC), located in Payson,is a forty four bed full service healthcare facility offering emergency services, cardiac services, radiation and oncology, rehab services, laboratory services, ICU, x-ray, obstetrics, and surgical services (PRMC, 2013). Routine medical care can be obtained at one of the four local family care clinics, which employ twelve providers. Specialty services offered in the local area are podiatry, internal medicine, otolaryngology, ophthalmology, and orthopedics, obstetrics and gynecological services, pediatrics and oncology care. Preventative care can be accessed at the local health department, which offers services such as immunizations, nutrition education, STD/HIV testing, family planning, and injury prevention (GCHD, 2013). Women have access to a Healthy Women Program through Payson Regional Medical Center (PRMC, 2013). Military Veterans can receive services on a small scale at the local Payson Veterans Affairs Health Care Clinic (US Department of Veterans Affairs [USVA], 2013). Long-term medical care services are provided by three nursing home facilities or two assisted living retirement communities or eight home healthcare agencies with support of the Hospice of the Valley.

Physical Health

Gila County has a disproportionate rate of premature death compared to the rest of Arizona at 12,237 years of potential life loss for every 100,000 population to 7,612 respectively. Premature death is seen as death prior to seventy-five years of age. Many of these deaths are attributable to chronic physical diseases, such as cardiovascular disease and diabetes. Dietary behavior, as described above, and tobacco use are contributors to this. It was reported that about 21% of people use tobacco products in the County, which is slightly more than the national average reported by the Centers of Disease Control and Prevention in 2012 at 19%, yet still down from the 24% that was reported in 2010.(Hirano, 2010)

In Gila County in 2008, the age-adjusted death rate for diabetes was 29.2 deaths for 100,000 population. This is significantly higher than 16.8 comparatively across the state of Arizona. Almost 23% of respondents reported having been diagnosed or a member of their household having been diagnosed with diabetes. (Hirano 2010)

Also in 2008, the age-adjusted death rate for cardiovascular disease was also examined. In Gila County it was 113.7 per 100,000 population, compared to 115.7 per 100,000 population in all of Arizona. Almost half of respondents revealed that they, or a member of their household, have been diagnosed with hypertension, 46% with high cholesterol, and 9.4% had experienced a myocardial infarction. (Hirano, 2010)

Twenty-eight percent of respondents reported having been diagnosed or a household member diagnosed with cancer, with the majority at 16.1% being skin cancer. Overall, cancer incidence in Arizona is 405.4 for every 100,000 population, compared to 388.2 in Gila County. (Hirano, 2010)

Key findings as self-reported:

- The top perceived physical health issues are, also ranking in importance, diabetes, overweight, and hypertension.
- The top diagnosed physical health issues are, also ranking in importance, overweight, hypertension, and high cholesterol.

Mental Health

Much is still left to be learned about the prevention, causes, and treatment of mental disorders. Mental health is intimately linked to physical health, in particular chronic pain (Department of Health and Human Services [DHHS,1999). It impacts all aspects of life, including work productivity, and social and physical well-being. As mentioned above, Gila County is underserved for mental and behavioral health, as it has no psychiatrists and few treatment centers. With the exception of Payson, which has some counselors who accept private insurance, the few treatment options available are only reserved for those without private insurance. Going back to the rate of those with private insurance, it appears that at least 80% of the population is not able to access mental health care. Of those respondents needing mental health care, but were unable to have access to it, 45% reported that they did not receive care due to the cost. Another 30% reported that there were not any facilities available. These two may be linked together since part of the cost of health care includes the transportation to get to services, as well as taking leave from employment to do so. This often leads to a loss of wages for the day.

Key findings as self-reported:

- Almost half did not receive mental health care due to cost. Another 30% did not because there were not any facilities available.
- The top perceived mental health issues are surrounding abuse and addiction.
- The top diagnosed mental health issues are, also ranking in importance, depression, panic disorder, and alcohol abuse.

Social Health

Over 28% of Gila County residents reported that they, or someone in their household, have been impacted by bullying, yet it was not seen as a top social health concern for the County. Perceptions of domestic abuse aligned more closely with rates of those impacted.

Key findings as self-reported:

- The top perceived social health issues are, ranking in importance, substance abuse, teen pregnancy, and domestic violence.
- The top affected social health issues are, also ranking in importance, bullying, domestic violence, and teen pregnancy.

Conclusion

The GCHD community health assessment, conducted in September, 2012, set out to determine the top health priorities in Gila County. It was found that the top perceived health concerns were as follows:

Physical Health	Mental Health	Social Health
Diabetes	Substance Abuse	Substance Abuse
Overweight	Alcohol Abuse	Teen Pregnancy
Hypertension	Prescription Drug Abuse	Domestic Violence

The top health concerns that people reported as either being either diagnosed or impacted were as follows:

Physical Health	Mental Health	Social Health
Overweight	Depression	Bullying
Hypertension	Panic Disorder	Domestic Violence
High cholesterol	Alcohol Abuse	Teen Pregnancy

While medical advances have promised Americans to live healthier and longer, many parts of the population still have poor health statuses. Those in Gila County who are most susceptible include those who are unemployed or underemployed, uninsured or underinsured, those without high school educations, and those who have low socioeconomic status. These groups are typically targeted in community health initiatives due to the relationships between employment and health access and status. Those who are unemployed or underemployed will have an increased likelihood that they will not have adequate health insurance coverage, which in turn, limits access to affordable and adequate care. Those with lower achieved levels of education are likely to struggle with finding sufficient employment, which relates to insurance.

Gila County, a rural county, has struggled with its vast geographic layout of the county and delivering healthcare to those in the more outlying areas. Residents often travel large distances to access care and other services. Since transportation to access care is often costly and time consuming, this leaves many at a disadvantage that increases to the health inequities felt by many.

Themes of barriers to health care service were seen throughout the data collected. Gila County is designated a Medical Underserved Area, and many areas within the County is also identified as Health Professional Shortage Areas. Primary care, specialty, mental and behavioral health, and dentistry services have all been recognized as underserved areas for the population of Gila County. Even in areas with more health services available, access is still a concern.

Based on the survey and previous analyses of Gila County, it is evident that it lacks comprehensive and accessible health care services. This includes the lack of specialty services, behavior health, and dentistry and in some areas such as Hayden; the population is underserved for all services. Even in areas like Globe/Miami that have low population to primary care physician ratios, people are still not accessing that level of care, instead electing for emergent care.

Areas of opportunity identified in the community health assessment

Access to Care

- · Mental and behaviorial health
- Specialty medicine

General health

- Access to health care services
- Access to healthful foods

Physical Health

- Overweight
- Diabetes
- Hypertension, cardiovascular disease

Social Health

- Bullying and other violence
- Teen pregnancy

Mental Health

- Addiction and substance abuse
- Depression

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Appendix A Survey

Read the following section after personalizing to each potential participant:

The Gila County Health Department is conducting a survey of our county to learn more about the health and quality of life in Gila County. The results of this survey to help address the county's major health and community issues.

The survey is completely voluntary, and it should take no longer than 10 minutes to complete. Your answers will be completely confidential. The information you give us will not be linked to you in any way.

Would you like to participate?Yes	_ No	
(If no, stop the survey here.)		
Eligibility		
Do you live or work in Gila County? Yes	No	
(If no, stop the survey here.)		
Have you participated in this year's survey already?	Yes	No
(If ves, stop the survey here.)		

The first set of questions will ask about your and your household's general health. By household, we mean anyone living in the same residence as yourself. This may or may not be a relative. Remember your choices will not be linked to you in any way.

	Pral Health How would you rate your general health?
	OExcellent OVery Good OGood O Fair OPoor
2.	What kinds of healthcare coverage do you, or anyone in your household, have? (Choose all that apply)
	 ODo not have health care coverage O Have insurance thru an employer (United Health Care, Blue Cross Blue Shield, etc) O State or Federal health care coverage (AHCCCS, Medicare, Military, etc) O Self- pay for individual coverage
3.	In the last 12 months when you, or anyone in your household, needed medical care (not including mental health care) where did you <i>most often</i> go?
	 • We did not need medical care in the last 12 months • We did not get the medical care needed • Emergency Room • Urgent Care • Doctor's Office • Other
If the	answer to question 3 is "We did not need medical care in the last 12 months than: Skip to Question 5
If ansv	ver to Question 3 is "We did not get the medical care needed" than:
	Why did you, or anyone in your household, not get the medical care needed? • Cost

O Other: _____Do you, or anyone in your household, travel more than 30 miles to receive medical care?OYesO No

 OTime

Quality of careDistance

ODid not need care in the last 12 months

If the a	answer to question 4 is "Yes", than:
care?	Why do you, or anyone in your household, have to travel more than 30 miles for medical
care:	ONo facilitates within 30 miles
	OWait time
	OQuality of care
	O Special medical condition
	O Cost
	O Poor previous experience
	O Other:
5.	How do you pay for prescription medications?
	O I do not take prescription medications
	O I have healthcare coverage that covers all or part of my prescription medications
	O I pay out of pocket for my prescription medications
6.	Have you ever delayed or not filled a prescription medication?
	O Yes
	○ No
If the a	answer to question 6 is, "Yes" than:
	Why did you delay or not fill your prescription medication?
	O Cost
	O Time
	O Distance to travel
	O Other:
7.	Where do you participate in Physical Activity/Exercise? (Choose all that apply)
	O I do not participate in physical activity/ exercise
	O Home
	○ Gym
	O Outdoors
	O School
	O Community Centers
	O Parks/ Recreation Areas
	O Privately Owned Business
	O Senior Center
	O 0ther:

questic	nswer to Question / is, "I do not participate in physical activity/ exercise than: Skip to on 9
	"Why don't you participate in physical activity/ exercise?"
	O No available facilities
	O Cost
	O Medical reasons
	O I don't like it
	O Other:
8.	What is your level of exercise?
	O I exercise less than 3 times a week without breaking a sweat
	O I exercise more than 3 times a week without breaking a sweat
	O I exercise less than 3 times a week and I barley break a sweat
	O I exercise more than 3 times a week and I barely break a sweat
	OI exercise less than 3 times a week and I sweat a lot
	O I exercise more than 3 times a week and I sweat a lot
9.	Where do you purchase <i>most</i> of your food?
	O Grocery store
	O Sit down restaurant
	O Fast food restaurant
	O Convenience store
	O Other:
10.	How far do you live from the closest grocery store? (Safeway, Fry's, Bashes, etc)
	O 0-5 miles
	Q 6-10 miles
	Q 11-20 miles
	O 21+ miles
11.	Do you feel there are enough healthy food options in your community?
	O I am unsure what health food options are.
	O Yes
	O No
If the a	nswer to Question 11 is, "No" than:
	Why don't you feel there are enough healthy food options in your community?
	O Cost
	O Distance
	O Availability
	O Freshness of product
	O Other:

12.	Do you use tobacco products? (cigarettes, chew/snuff, cigars, etc.)
	 No, I do not use tobacco products Yes, I use tobacco products daily Yes, I use tobacco products several times a week Yes, I use tobacco products several times a month Yes, I use tobacco products several times a year
13.	Have you seen a dentist in the last 12 months?
	O Yes O No OUnsure
14.	Do you have dental insurance for yourself?
	YesNoUnsure
15.	Have you ever delayed dental care because you were not able to pay for it?
	YesNoUnsure

The next set of questions will ask about your and your household's physical health.

Physical Health

16. Has your healthcare provider ever diagnosed you, or anyone in your household, with the following:

	Yes	No
High Blood Pressure (hypertension)		
Heart Attack (myocardial infarction)		
Stroke		
High Cholesterol		
Overweight		
Skin Cancer		
Breast Cancer		
Cervical Cancer		
Colorectal Cancer		
Lung or Bronchus Cancer		
Prostate Cancer		
Oral Cancer		
Asthma		
Emphysema or Chronic Bronchitis (COPD)		
Liver Disease		
Arthritis or Rheumatism		
Diabetes		

17. Please mark the top ${\bf 3}$ of the following Physical Health issues you think are a concern in Gila County:

High Blood Pressure (hypertension)	
Heart Attack (myocardial infarction)	
Stroke	
High Cholesterol	
Overweight	
Skin Cancer	
Breast Cancer	
Cervical Cancer	
Colorectal Cancer	
Lung or Bronchus Cancer	
Prostate Cancer	
Oral Cancer	
Asthma	
Emphysema or Chronic Bronchitis (COPD)	
Liver Disease	_
Arthritis or Rheumatism	
Diabetes	

The next set of questions will ask about your and your household's mental health. Remember your choices will not be linked to you in any way.

Mental Health

18. In the last 12 months when you, or anyone in your household, needed <i>mental</i> health care where did you <i>most often</i> go?
ODid not need mental healthcare OWe did not get the mental healthcare needed OMental healthcare facility O Emergency Room O Urgent Care ODoctor's Office O Other
If the answer to Question 18 is "Did not need mental health care" than: skip to question 20
If answer to Question 18 is "We did not get the mental health care needed" than:
Why did you, or anyone in your household, not get the mental healthcare care needed? O Cost OTime O Quality of care O Distance ODid not need care in the last 12 months O Other:
19. Do you, or anyone in your household, travel more than 30 miles to receive mental health care?
OYes O No
If the answer to question 4 is "Yes", than: Why do you, or anyone in your household, have to travel more than 30 miles for mental health care? ONo facilitates within 30 miles OWait time OQuality of care O Special medical condition O Cost O Poor previous experience

20. Has a healthcare provider ever diagnosed you, or anyone in your household, with:

	Yes	No
Sleep Disorders		
Schizophrenia		
Anxiety Disorder (including generalized anxiety disorder)		
Eating disorder (including anorexia, bulimia, pica)		
Depression		
Bipolar Disorder		
Prescription Drug Abuse		
Alcohol Abuse		
Substance Abuse (including meth, marijuana, cocaine,		
heroin)		
Narcissistic Personality Disorder		
Obsessive Compulsive Disorder		
Panic Disorder		

21. Please mark the top $\bf 3$ of the following Physical Health issues you think are a concern in Gila County:

	Mark Here
Sleep Disorders	
Schizophrenia	
Anxiety Disorder (including generalized anxiety disorder)	
Eating disorder (including anorexia, bulimia, pica)	
Depression	
Bipolar Disorder	
Prescription Drug Abuse	
Alcohol Abuse	
Substance Abuse (including meth, marijuana, cocaine,	
heroin)	
Narcissistic Personality Disorder	
Obsessive Compulsive Disorder	
Panic Disorder	

The next set of questions will ask about issues relating to social health.

Social Health

22. Have you, or anyone in your household, ever been affected by:

	Yes	No
Teen Pregnancy		
Child Abuse		
Domestic Violence		
Bullying		
Sexual Assault		
Elder Abuse		
Substance Abuse such as:		
Spice		
Salvia		
Bath Salts		
Alcohol Abuse		
Meth		
Marijuana		
Opiates (including heroine)		
Inhalants (huffing)		
Steroids		
Prescription Drug Abuse		
Over the Counter Medication (misuse)		
Suicide		
STIs (Chlamydia, Gonorrhea, Herpes, HIV, Syphilis etc.)		
Pollution		
Lack of Child Care		

23. Please mark the top $\bf 3$ of the following Physical Health issues you think are a concern in Gila County:

Gha County.		
	Yes	No
Teen Pregnancy		
Child Abuse		
Domestic Violence		
Bullying		
Sexual Assault		
Elder Abuse		
Substance Abuse such as:		
Spice		
Salvia		
Bath Salts		
Alcohol Abuse		
Meth		
Marijuana		
Opiates (including heroine)		
Inhalants (huffing)		
Steroids		
Prescription Drug Abuse		
Over the Counter Medication (misuse)		
Suicide		
STIs (Chlamydia, Gonorrhea, Herpes, HIV, Syphilis etc.)		
Pollution		
Lack of Child Care		

Lastly, we will ask some basic questions for classification reasons only. These will not be linked to you in any way.

- 24. Are you:
 - O Male
 - O Female
- 25. Age:
 - **Q**17 or younger
 - **O** 18-24
 - **O** 25-34
 - **O** 35-44
 - **O** 45-54
 - **O** 55-64
 - **Q** 65 or older

26.	Marital Status	S						
	OSingle, nev O Married O Separated O Divorced OWidowed	er marrie	d					
27.	Are you of H	ispanic, L	atino/a	a or Spanish (Origin			
	O No O Yes							
28.	What is your	race? (cho	oose a	ll that apply)				
	 White Black, African American American Indian/Alaska Native Asian Native Hawaiian/ Pacific Islander Other 							
29.	What zip code	e do you l	live in	?				
	O 85501 O 85544	\$553\$8554		Q 85135 Q85550			541 554	S5542S5192
30. What is your annual household Income?								
	OUnder 20,0	000	2 0,0	001-49,999	O 50,000-74	1,999	O 75,0	000+
31. What is your current employment status? O Self-Employed O Employed, full-time O Employed, part-time OUnemployed O Homemaker O Retired O Student								
32.	How many pe	eople, incl	luding	yourself, live	in your housel	nold?		
	Q 1 Q 2	O 3	Q 4	Q 5+				

33. What is the highest level of education you have completed	•
 OStill attending High School O 12th grade or less did not graduate, no GED O Graduated from High School/GED O Some College, no Degree O Associates Degree or Vocational/Trade School Graduat O Bachelor's Degree O Master's Degree 	e

Community Health Improvement Plan for Gila County, Arizona





2012

Introduction

Gila County is known as home to 1% of Arizonans (53,597 residents) and is the 11th most populous county in Arizona. Gila County residents have a significantly lower medium income as compared to the rest of Arizona residents. They are also less likely to have college degrees and tend to be older. Geographically diverse, Gila County is spread over 4,796 square miles and its population is equally diverse, particularly between Payson and Globe/Miami.

The Community Health Assessment, conducted late 2012, evaluated the County's demographics, general health, physical health, mental health, and social health. The top perceived physical health concerns included diabetes, overweight, and hypertension. The top perceived mental health concerns included substance abuse, alcohol abuse, and prescription drug abuse. The top perceived social health concerns included substance abuse, teen pregnancy, and domestic violence. Comparatively, the top diagnosed physical health concerns were overweight, hypertension, and high cholesterol. The top diagnosed mental health concerns were depression, panic disorder, and alcohol abuse. The highest rate of impact of social health concerns were bullying, domestic violence, and teen pregnancy.

Themes of barriers to health care service were seen throughout the data collected. Gila County is designated a Medical Underserved Area, and many areas within the County are also identified as Health Professional Shortage Areas. Primary care, specialty, mental and behavioral health, and dentistry services have all been recognized as underserved areas for the population of Gila County.

The Community Health Improvement Plan (CHIP) was developed using information gathered from the recent Gila County Community Health Assessment. This plan should be used as a guide by the community, and used as a reference and foundation for the many health improvement efforts and initiatives within this community. By implementing this plan over the next several years, more people will receive critical health services and will have a reduction in health disparities, as well as chronic diseases. The intent of this plan is to identify priority goals and strategies while fostering community partnerships to improve the health of Gila County's residents. The following priority areas of needs that emerged in the Community Health Assessment were access to care, chronic diseases, mental and behavioral health (Figure 1).

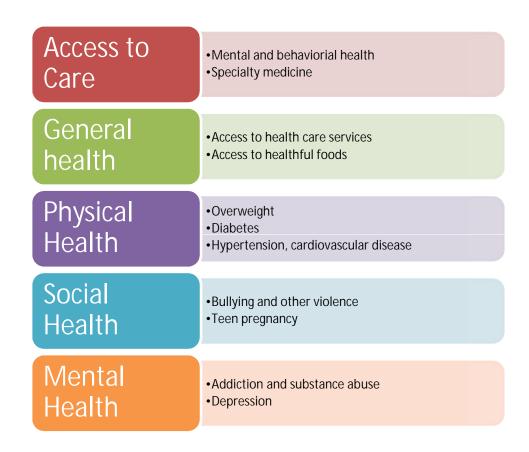


Figure 1: Areas of opportunity identified in the Community Health Assessment.

Within these three priority areas, goals, objectives, and evaluation methods have been formulated and discussed below.

Health Priority #1: Access to health care

Strategic issue/health priority #1: How do we decrease health disparities and improve the health of diverse communities in Gila County?

Vision: Gila County envisions a community where quality health services are available, affordable, and accessible to all individuals and families.

Goal: Gila County residents have on an equal basis the ability to quickly and efficiently obtain appropriate quality services from health care providers.

Strategies:

- Create collaborative approach to identifying and pursuing grant funds to address health service disparities in Gila County.
- Promote solutions to address specific health disparities in Gila County.
- Promote development of information on availability of health services.

Evaluation/Indicators:

- Increase the incentives for health care providers to practice within Gila County.
- Increase the availability of community resource guides.
- Increase the availability for educational opportunities for health care providers.

Risk Factors:

- Poverty, low socioeconomic status
- Uninsured/underinsured
- Minority groups, in particular Native American and Hispanic
- Lack of knowledge of health services available

Potential Barriers:

- Lack of funding, money
- Lack of transportation
- Time constraints
- Lack of specialty providers
- Lack of knowledge and skill
- Cultural attitudes towards health eating, body image, and health risk

Interventions:

- Increase educational/outreach efforts promoting preventative healthcare services.
- Promote the Federally Qualified Healthcare Center.
- Have a "Healthy Gila County Week" throughout the County to promote the services available.
- Completion of a second comprehensive Community Health Assessment to evaluate need and target populations throughout Gila County.

• Create resource guide available on Gila County's website.

Supporting information: Improvements to access to specialty care and mental/behavioral health remain difficult due to the lack of providers,transportation, and funding available in the County.

Health Priority #2: Chronic Diseases

Strategic issue/health priority #2: How do we promote healthy lifestyles, including prevention, physical activities, and healthy eating, to reduce chronic disease rates?

Vision: Gila County envisions a community that promotes a healthy lifestyle throughout the lifespan including proper nutrition, physical activity and reduction in obesity.

Goal: Promote wellness and prevention activities to assure Gila County residents have an opportunity to live a healthy lifestyle.

Strategies:

- Utilize proven strategies to increase physical activity in the home, workplace, and school.
- Create collaborative plans in schools, health care providers, and business to reduce cardiovascular disease, diabetes, and being overweight/obese.
- Promote knowledge of reliable nutritional information and local resources to improve nutritional health.

Evaluation/Indicators:

- Increase the percentage of residents participating in physical activities at or above the recommended level according to the 2008 Physical Activity Guidelines for Americans.
- Increase the percentage of residents adhering to the 2010 Dietary Guidelines for Americans.
- Increase the number of health screening opportunities for at-risk groups.
- Increase the availability of nutrition and exercise programs in schools and in the workplace.

Risk Factors:

- Poverty, low socioeconomic status
- Uninsured/underinsured
- Minority groups, in particular Native American and Hispanic
- Childhood obesity
- Physical disabilities

Potential Barriers:

- Lack of funding, money
- Time constraints
- Lack of personnel resources
- Lack of knowledge and skill
- Cultural attitudes towards health eating, body image, and health risk

Interventions:

- Advocate for healthy food choices in restaurants, schools, senior centers, and other programs providing food to the public.
 - o Offer specialized training for food managers.
 - o Coordinate nutrition education delivery to schools and senior centers.
 - o Encourage consumption of local foods and improve accessibility.
 - o Increase nutrition education to young parents.
- Coordination of local townships, physician offices, faith-based organizations, schools and media to increase awareness and knowledge of the importance of nutrition and physical activity.
 - o Initiate standardized nutrition education and promote fitness education at schools.
 - o Emphasize physical activities within families.
 - o Increase parent awareness of community activities.
 - Support school partnerships with physical fitness funding programs and organizations.
 - o Increase accessibility and opportunities for parents and adults for improving physical fitness and motivation
 - o Develop health-related contests and competitions between municipalities
 - Use social media to develop healthy meals and physical activity segments to educate the public.
 - o Involve organizations, including faith-based, through education and healthy cooking demonstrations.
- Advocate for environments conducive to physical activity.
 - o Create/maintain walking trails, parks, and hiking trails.

Supporting information: Prevention is integral to improving community health. Being overweight, obesity and lack of exercise increases the prevalence of certain chronic diseases leading to more frequent hospitalizations, higher healthcare costs, and lower quality of life. Disease prevention must focus on healthy food choices, increasing the use of park recreation activities available to our residents, and providing culturally appropriate information on the dangers of obesity and other chronic diseases.

Health Priority #3: Mental & Behavioral Health

Strategic issue/health priority #3: How can Gila County maintain and improve access to, and awareness of mental health and substance abuse services?

Vision:Gila County envisions a community where mental health and substance abuse services are known, affordable and accessible.

Goal: Maintain and protect the availability of mental health and substance abuse services for Gila County residents.

Strategies:

- Promote effective methods for increased coordination among community providers and agencies to better utilize limited Gila County resources.
- Identify grants and other alternative funding streams to support mental health and substance abuse services.
- Enhance connectivity for those who suffer from mental illness and substance abuse to the primary care system.
- Promote community awareness of mental health and substance abuse services.

Evaluation/Indicators:

- Decrease stigma of mental health and behavior health disorders.
- Decrease the number residents that abuse alcohol and drugs.
- Decrease the number of alcohol- and drug-related arrests.
- Increase number of mental health and behavioral health services available to residents.

Risk Factors:

- Poverty, low socioeconomic status
- Stress
- Depression
- Low self esteem
- Abuse of alcohol and drugs

Potential Barriers:

- Lack of funding, money
- Time constraints
- Lack of specialty providers and resources
- Cultural attitudes towards mental health and behavioral health disorders

Interventions:

- Increase enrollment in teen and community activities/programs aimed at providing life skills.
- Increase the number of drug and alcohol prevention and treatment programs.
- Increase the number of providers and services.
- Promote the integration of mental health into primary care practice.
- Increase the awareness and enforcement of alcohol laws and substance abuse laws.

Supporting information: Much is still left to be learned about the prevention, causes, and treatment of mental disorders. Mental health is intimately linked to physical health, in particular chronic pain. It impacts all aspects of life, including work productivity, and social and physical well-being. Gila County is greatly underserved and has few providers.



INTERGOVERNMENTAL AGREEMENT (IGA)

Contract No. ADHS12-020644

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

Project Title: Public Health Accreditation	Begin Date: 4/16/12
Geographic Service Area: Arizona	Termination Date: 4/30/13
Arizona Department of Health Services has authority to contract for sen 104 and 36-132. The Contractor represents that it has authority to cont X	ract for the performance of the services provided herein pursuant to: 36-182. es and sovereign authority of the contracting Indian Nation. 342. of Phoenix.
Amendments signed by each of the parties and attached hereto are he date of the Amendment, as if fully set out herein.	
Arizona Transaction (Sales) Privilege:	FOR CLARIFICATION, CONTACT:
Federal Employer Identification No :	Name: Michael O'Driscoll
Tax License No :	Phone: 928-402-8761
Contractor Name: Gila County Health Department	FAX No: <u>928-425-7714</u>
Address: 1400 East Ash	
Globe AZ 85501	
CONTRACTOR SIGNATURE: The Contractor agrees to perform all the services set forth in the Agreement and Work Statement Signature of Person Authorized to Sign Date Tommie Martin, Chairman Print Name and Title County Board of Supervisors CONTRACTOR ATTORNEY SIGNATURE: Pursuant to ARS. § 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 Arizonal Signature of Person Authorized to Sign Date Print Name and Title	This Contract shall henceforth be referred to as Contract No ADHS12-020644 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 3/ day of 7/104
Attorney General Contract, No. P0012012000033. 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 Assistant Attorney General:	

Contract	Number
ADHS12	-020644

INTERGOVERNMENTAL AGREEMENT TERMS AND CONDITIONS

- 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 <u>"ADHS"</u> means Arizona Department of Health Services.
 - 1.3 "<u>Budget Term</u>" means the period of time for which the contract budget has been created and during which funds should be expended.
 - 1.4 <u>"Change Order"</u> 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 <u>"Contract"</u> 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 <u>"Contract Amendment"</u> 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 <u>"Cost Reimbursement"</u> 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 <u>"Gratuity"</u> 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 <u>"Materials"</u> unless otherwise stated herein, means all property, including but not limited to equipments, supplies, printing, insurance and leases of property.
 - 1.13 <u>"Procurement Officer"</u> 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 <u>"Purchase Order"</u> 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 <u>"Subcontract"</u> 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 <u>"State"</u> means the State of Arizona and/or the ADHS. For purposes of this Contract, the term "State" shall not include the Contractor

Contract Number	INTERGOVERNMENTAL AGREEMENT	
ADHS12-020644	TERMS AND CONDITIONS	

2. Contract Type.

This Contract shall be	
Х	Fixed Price

3. Contract Interpretation.

- 3.1 <u>Arizona Law.</u> The law of Arizona applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona.
- 3.2 <u>Implied Contract Terms</u> 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 <u>Contract Order of Precedence</u>. 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 <u>Relationship of Parties</u>. 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 <u>Severability</u> 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 <u>No Parole Evidence</u> 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 <u>Headings</u> Headings are for organizational purposes only and shall not be interpreted as having legal significance or meaning

4 Contract Administration and Operation.

- 4.1 <u>Term.</u> 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 <u>Contract Renewal</u> 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

Contract Number	INTERGOVERNMENTAL AGREEMENT	
ADHS12-020644	TERMS AND CONDITIONS	

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 <u>Non-Discrimination</u>. 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.
- 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.
- 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 <u>Inspection and Testing.</u> 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

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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.

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

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.

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 <u>E-Verify Requirements</u> 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 <u>Scrutinized Businesses</u> In accordance with A.R.S. § 35-391 and A.R.S. § 35-393, Contractor certifies that the Contractor does not have scrutinized business operations in Sudan or Iran.
- 4.13 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

- 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 <u>Unit Costs/Rates or Fees</u> 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.

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- 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 LR.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.
- 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

- 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 <u>Subcontracts</u>. 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 <u>Assignments and Delegation</u>. 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.

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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 <u>Mutual Indemnification</u>. 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.

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- 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 <u>Third Party Antitrust Violations</u> 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 <u>Liens.</u> 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 <u>Inspection/Testing</u> 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 <u>Compliance With Applicable Laws.</u> 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.

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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 <u>Non-exclusive Remedies</u> 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 <u>Gratuities</u> 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 <u>Suspension or Debarment.</u> 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 <u>Termination Without Cause.</u>

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.

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- 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 <u>Mutual Termination</u>. 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 <u>Termination for Default</u>. 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 <u>Disposition of Property</u> 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 <u>Program Report</u> When reports are required by the Contract, the Contractor shall provide them in the format approved by ADHS.
- 12.2 <u>Information and Coordination</u>. 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.

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- 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. Fingerprint and Certification Requirements/Juvenile Services.
 - 15.1 <u>Paid and Unpaid Personnel</u> The Contractor shall ensure that all paid and unpaid personnel who are required or are allowed to provide Services directly to juveniles have obtained fingerprint clearance cards in accordance with A.R.S. § 41-1758 et. seq.
 - 15.2 <u>Costs</u> The Contractor shall assume the costs of fingerprint certifications and may charge these costs to its fingerprinted personnel.
- 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.
- 17. 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.
- Health Insurance Portability and Accountability Act of 1996 (HIPAA) 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 Government Information Technology Agency (GITA), Statewide Information Security and Privacy Office (SISPO) Chief Privacy 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.

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 GITA/SISPO Chief Privacy Officer and HIPAA Coordinator.

19. **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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A. Background

The Arizona Department of Health Services (ADHS) is committed to achieving accreditation through the voluntary Public Health Accreditation Board (PHAB). The accreditation process focuses on improving public health services and outcomes by implementing Quality Improvement (QI) practices. In response to the accreditation standards, ADHS created the Managing for Excellence Program (MEP) concentrating on the accreditation requirements. In 2011 the Strategic Plan, one (1) of three (3) PHAB prerequisites, was updated. In 2012 ADHS will focus on the remaining two (2) PHAB prerequisites, a comprehensive 'Statewide Community Health Assessment' and the 'State Health Improvement Plan' (SHIP). An important component of the planning process is organizing partnerships across the State, collaborating with County Health Departments, and sharing information gathered from Community Health Assessments (CHA) and Community Health Improvement Plans (CHIP).

ADHS has available funds to promote the implementation of County Health Department CHAs and CHIPs. With funding from ADHS, this initiative is intended to expedite the process for County Health Departments by providing an opportunity to conduct a CHA and CHIP that can be used to satisfy measures for PHAB accreditation for the State and for the County.

B. Objective

Provide support to the County Health Departments in conducting a CHA and a CHIP.

- 1. The CHA is a collaborative process of collecting and analyzing data and information for use in educating and mobilizing communities, developing priorities, garnering resources and planning actions to improve the population's health. CHA must meet minimum standards as defined in the PHAB Guide to National Public Health Department Accreditation Version 1.0, Domain 1, Standard 1.1: Conduct a Collaborative Process Resulting in a Comprehensive Community Health Assessment.
- 2. The CHIP is a long-term, systematic plan to address issues identified in the CHA. The purpose of the CHIP is to describe how the health department and the community it services will work together to improve the health of the population CHIP must meet minimum requirements as defined in the PHAB Guide to National Public Health Department Accreditation Version 1.0, Domain 5, Standard 5.2. Conduct a Comprehensive Planning Process Resulting in a Community Health Improvement Plan.

C. Tasks

The County Health Department:

- 1 Shall develop a CHA and CHIP implementation plan to include:
 - 1.1. Name and title of the individual fulfilling the leadership role;
 - 1.2. Names, titles and contact information for the assembled CHA or CHIP Team;
 - 1.3. Names, titles and contact information for identified partners and stakeholders;
 - 1.4. The process/model used to conduct the CHA and the CHIP to include:
 - 1.4.1 Justification on the process/model used and how it meets the minimum PHAB accreditation standards requirements.
 - 1.4.2. An outline of the health indicators being assessed with an explanation of why the indicators were chosen.
 - 1.5 Key steps and activities;

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- 1.6. Indicators of success for each key step and/or activity;
- 1.7. Timeline for each key step and/or activity; and
- 1.8. Intention to develop a Strategic Plan under this Contract.
- 2. Shall attend three (3) ADHS trainings on the development and implementation of the CHA, CHIP and Strategic Plan.
- 3. Shall conduct a CHA and CHIP analysis of findings that includes:
 - 3.1. County profile and demographics,
 - 3.2. Overview of the methodology and approach to the health assessment,
 - 3.3. Documentation of findings, and
 - 3.4 Assessment results.

4. May opt to:

4.1 Create a comprehensive Strategic Plan for the County Health Department.

D. Approvals

Receive approval from ADHS during the performance of the Contract on the following items:

- 1. CHA Implementation work plan,
- 2. CHA Analysis,
- 3. CHIP Implementation work plan, and
- 4. Final CHIP Analysis.

E. Resources/Reference Documents

- 1. The National Association of County and City Health Officials (NACCHO) http://www.naccho.org/:
 - 1.1 Community Health Assessment and Improvement Planning
 - 1.2 http://www.naccho.org/topics/infrastructure/CHAIP/cha.cfm
- 2. Tools to assist in conducting a CHA or CHIP:
 - 2.1 MAPP:
 - 2.1.1 MAPP Handbook
 - 2 1 2 Example Workplan for the MAPP process and other MAPP publications
 - Connecticut Department of Public Health's <u>Guide and Template for Comprehensive Health Improvement Planning, Version 2.1</u>
 - 2.3 Community Health Assessment and Health Reform
- 3. The Public Health Accreditation Board (PHAB) http://www.phaboard.org/.

Contract Number
ADHS12-020644

INTERGOVERNMENTAL AGREEMENT SCOPE OF WORK

F. Deliverables

Deliverable	Due Date	Submit To ADHS:
Develop a draft CHA implementation work plan	May 15, 2012	Electronic copy of draft implementation plan & lead person identified
Develop a final CHA implementation work plan	June 15, 2012	Final work plan in electronic format
Conduct the CHA	September 30,2012	Electronic Copy of the CHA with indicators and sample questionnaire
Analysis of CHA	November 30,2012	Final report in e-format
Develop draft CHIP implementation work plan And notify ADHS of intent to complete Strategic Plan for county health department	December 30,2012	Work plan electronic copy & letter of intent to complete strategic plan
Conduct a CHIP and provide analysis of findings	March 30, 2013	Electronic copy of post process evaluation of CHA/CHIP to include documentation of findings, assessment results, graphics
Contractor Expenditure Report (CER) (Attachment A)	Upon completion of contract deliverables on Price Sheet	CER to ADHS

G. Notices, Correspondence and Reports

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

Arizona Department of Health Services
Managing for Excellence Program
Attn: Pragathi Tummala, Acting Performance Improvement Manager
150 N. 18th Avenue, Suite 500
Phoenix, Arizona 85007
Telephone: (602) 364-4518
Facsimile: (602) 542-0883

Email: pragathi.tummala@azdhs.gov

2 Notices, Correspondence and Payments from the ADHS to the Contractor shall be sent to:

Gila County Health Department Attn: Michael O'Driscoll 1400 East Ash Globe, AZ 85501 Telephone: 928-402-8761

Telephone: 928-402-8761 Facsimile: 928-425-7714 modriscoll@co gila.az us

Contract	Number
ADHS12	-020644

INTERGOVERNMENTAL AGREEMENT PRICE SHEET

Deliverable	Due Date	Submit to ADHS:	Amount
Draft CHA implementation plan	May 15, 2012	Electronic copy of implementation plan	\$10,000 00
CHA analysis of findings	September 30, 2012	Electronic copy of post process evaluation of CHA to include documentation of findings, assessment results, graphics	\$10,000.00
CHIP Implementation plan	December 30,2012	Electronic copy of work plan	\$10,000.00
CHIP Final Analysis	March 30, 2013	Final report summarizing findings	\$10,000.00
Strategic Plan for County Health Department (optional)	March 30, 2013	Electronic Copy of Strategic plan	\$5,000.00
		Total	\$45,000.00

ARF-1729 2- E

Work Session

Meeting Date: 03/26/2013

Reporting 01/01/2012 through 12/31/2012

Period:

Submitted For: Lorraine Dalrymple Submitted By: Lorraine

Dalrymple
Health
Services
Program
Manager
Health &
Emergency
Services
Division

Information

Subject

Annual update on the County's Immunization Program which is in place through a Grant Agreement in place between the Gila County Health Department and the Arizona Department of Health Services.

Suggested Motion

Annual update on the County's Immunization Program that is funded through a Grant Agreement between the Gila County Health Department and the Arizona Department of Health Services. (Lorraine Dalrymple)

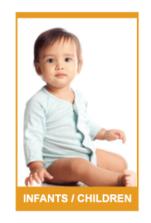
Attachments

Gila County Immunization Power Point



GILA COUNTY IMMUNIZATION PROGRAM









By: Lorraine Dalrymple, RN, Health Services Program Manager



Our Job is just not shots!



- Most parents are vaccinating and vaccinating according to the schedule and we need to reinforce that the social norm is to vaccinate
- •There is a general lack of awareness of the vaccine-preventable diseases or their consequences so we need to increase parents' awareness of these diseases as well as the value and benefit of immunizations
- •While most parents are vaccinating their kids, it is a choice they are making and it is a decision that they consciously make We need to empower parents to make the choice



•BENEFITS INDIVIDUALS





•BENEFITS COMMUNITIES





BENEFITSGILACOUNTY





•BENEFITS INDIVIDUALS



- Provided 2,937 Immunization Visits
- Administered 6,629 vaccines

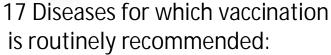
SAVINGS TO INDIVIDUALS THROUGH FEDERALLY SUPPLIED VACCINES IN 2012 \$382,210.00



•BENEFITS COMMUNITIES









Haemophilus influenzae type b (Hib)

Hepatitis A (177 vs. 1)

Hepatitis B (2 vs. 1)

Herpes zoster (shingles)

Human papillomavirus (HPV)

Influenza

Measles

Meningococcal disease

Mumps

Pertussis

Pneumococcal disease

Polio

Rotavirus

Rubella

Tetanus

Varicella (chickenpox)





HEALTHIER COMMUNITIES



Improving the quality of life in Gila County



BENEFITSGILACOUNTY



- The Office of Health received \$142,880.00
 from Arizona Department of Health Services
 - •\$92,880 to cover immunization expenses
 - \$50,000 to assist in paying immunization staff salary
 - •The County General Funds received: (Estimate \$29,917.00)
 - •10% of grant in indirect costs (estimate amount \$12,860.00)
 - Medicaid reimbursements for administration fees \$14,056.92
 - Profit from Medicare part B flu clinics approximately \$3,000



•BENEFITS INDIVIDUALS



\$382,210.00 In vaccines supplied



•BENEFITS COMMUNITIES



Healthier communities Improving the quality of life in Gila County



•BENEFITS
GILA
COUNTY



\$542,146.92

