



State of Arizona

Department of Health Services

Request For Grant Application (RFGA)

RFGA Number: ADHS15-00004836

RFGA Due Date / Time: Thursday, April 16, 2015 at 3:00:59 PM Arizona Time

Submittal Location: Submit via ProcureAZ
<https://procure.az.gov/bsol/login.jsp>

Description of Procurement: AzNN SNAP-Ed Local Implementation Services

Pre-Application Conference: February 19, 2015 at 2:00 PM

Duration: Two (2) Hours

Date, Time and Location 150 North 18th Avenue, Conference Room 540A
Phoenix, Arizona 85007

Online Meeting: via iLinc

In accordance with A.R.S. § 41-2701 through 41-2706, competitive sealed applications for the services specified will be received by the Arizona Department of Health Services (ADHS) online in the State of Arizona's online procurement system, procure.az.gov (ProcureAZ). Applications received by the due date and time will be opened. The name of each Offeror will be publicly available. Applications must be submitted in the State ProcureAZ system on or prior to the date and time indicated. Late Applications will not be considered. It is the responsibility of the supplier/offeror to routinely check the ADHS web site for Solicitation Amendments. Additional instructions for preparing an Offer are included in this solicitation.

With seventy-two (72) hours prior notice, persons with disabilities may request special accommodations such as interpreters, alternative formats, or assistance with physical accessibility. Such requests are to be addressed to the Solicitation contact person named below.

APPLICANTS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE RFGA.

Grant Solicitation Contact Person:

Mr. Tracey Thomas
Name

(602) 542-1011
Telephone

Tracey.thomas@azdhs.gov
Email Address

INTRODUCTION

RFGA NO. ADHS15-00004836

<u>Title</u>	<u>Page</u>
COVER PAGE.....	1
TABLE OF CONTENTS.....	2
GRANT APPLICATION.....	3
INTRODUCTION:	
STATEMENT OF PURPOSE.....	4
WHAT WILL BE FUNDED WITH THIS GRANT APPLICATION	7
SPECIAL INSTRUCTIONS TO APPLICANTS	
HOW TO PREPARE AND SUBMIT APPLICATION.....	11
TERMS AND CONDITIONS.....	13
SCOPE OF WORK.....	21
ATTACHMENTS:	
ATTACHMENT A – Grant Application and Acceptance	26
ATTACHMENT B – Designation of Confidential, Trade Secret & Proprietary Information.....	27
ATTACHMENT C – Notices, Correspondence, Reports & Invoices	29
ATTACHMENT D – Application Project Narrative	ProcureAZ
ATTACHMENT E – Application Project Work Plan	ProcureAZ
ATTACHMENT F – Application Budget	ProcureAZ
ATTACHMENT G– Application Site Listing	ProcureAZ
ATTACHMENT H – Application Signed Assurances.....	ProcureAZ
EXHIBITS:	
EXHIBIT ONE (1) Needs Assessment.....	ProcureAZ
EXHIBIT TWO (2) Evaluation Framework	ProcureAZ
EXHIBIT THREE (3) Qualifying Site Instructions	ProcureAZ
EXHIBIT FOUR (4) Obesity Prevention Resource Guide.....	ProcureAZ
EXHIBIT FIVE (5) Contractor's Expenditure Report.....	ProcureAZ

INTRODUCTION

RFGA NO. ADHS15-00004836

STATEMENT OF PURPOSE

1. Purpose of the Grant

The purpose of this grant is to develop and implement comprehensive nutrition and physical activity programs. These comprehensive programs will address local needs related to nutrition, physical activity, and obesity prevention utilizing evidence-based strategies and resources as outlined in the AzNN Obesity Prevention Resource Guide (Exhibit 4). In addition to direct education, Grantees must select one (1) or more Policy, Systems, and Environmental Change (PSE) strategies from at least two (2) focus areas. Direct Education is required and must compliment the selected PSE strategies.

2. Geographic Services Area

Applicants may apply to provide services statewide, regionally, or at a county level. The selected geographic area for each program must be identified in the application as well as the specific communities the applicant intends to serve. Eligible applicants include community-based organizations (private or public), non-profits, government agencies, and tribal agencies.

3. Grant Focus Areas and Strategies

- 3.1. Applicants will submit one (1) Application regardless of the number of strategies or number of counties included in the application. Separate budgets and work plans shall be required for each county jurisdiction included in the application.
- 3.2. Grantees are required to provide a comprehensive approach by utilizing direct education with complementary PSE strategies. Applicants shall select the direct education strategy as well as one (1) or more PSE strategies from a minimum of two (2) focus areas. Focus Areas include:
 - 3.2.1. Food Systems,
 - 3.2.2. Active Living,
 - 3.2.3. School Health, and
 - 3.2.4. Early Childhood.

Table 1: Strategy List

FFY2016 Strategies	
Policy, Systems, and Environmental Change	
Food Systems (access to nutritious foods)	
Food Access	
<u>Strategy 1:</u> Increase availability of healthy food retail, including mobile vendors, farmers' markets, corner/country stores, and grocery stores.	
<u>Strategy 2:</u> Encourage participation in community, home, school, and child care gardens.	
<u>Strategy 3:</u> Start and expand Farm to School, Farm to Child Care, or Farm to Worksite programs.	
Food Security	
<u>Strategy 4:</u> Support implementation and promotion of the Summer Food Service Program (SFSP).	

INTRODUCTION

RFGA NO. ADHS15-00004836

Strategy 5: Encourage use of farmers' market with SNAP and WIC access at key community outlets.

Active Living (access to physical activity)

Strategy 6: Build capacity to implement active living policy at the community level and by community organizations.

Strategy 7: Promote participation in and use of area physical activity resources, including partnerships with parks and trails organizations, and other community organizations.

Strategy 8: Support family-friendly physical activity opportunities throughout the year, throughout the community.

Strategy 9: Use point-of-decision prompts to encourage use of stairs.

School Health

Strategy 10: Support the development, implementation, and evaluation of nutrition and physical activity Local Wellness Policies in collaboration with Local Education Agencies (LEAs).

Strategy 11: Improve student, teacher, and staff access to nutrition information through menu labeling and classroom curriculum to improve student understanding of nutrition information.

Strategy 12: Support comprehensive school physical activity programming.

Early Childhood

Strategy 13: Support development, implementation, and evaluation of food and beverage policies and physical activity policies and environments consistent with the Empower standards.

Strategy 14: Improve capacity of child care providers and food service staff in nutrition education and healthy meal planning and food preparation.

Strategy 15: Improve capacity of child care providers to provide children with opportunities for physical activity throughout the day, including outside play when possible.

Direct Education²

Strategy 16: Provide evidence-based healthy eating and active living education in support of policy, system, and environmental change strategies to eligible audiences in eligible community sites to promote consumption of healthy foods and beverages and active lifestyles.

¹ All Applicants selecting Food Systems strategies must include both Food Access **and** Food Security

² Direct Education is required for all Applications and must compliment the selected PSE strategies

INTRODUCTION

RFGA NO. ADHS15-00004836

WHAT WILL BE FUNDED WITH THIS GRANT APPLICATION

4. Fund Distribution

Funds have been allocated per county jurisdiction. Multiple Grantees may be awarded in the same geographic area, but total funds awarded per county will not exceed the funding levels shown in Table 2. Coordination and collaboration between Applicants in the same county jurisdiction is encouraged. Duplication of services will not be allowed. Funds identified as "General Funds" may be used for any allowable activities targeting eligible audiences, while funds identified as "Native American Funds" shall only be made available to Applicants specifically targeting the Native American population. Interventions and/or program delivery sites targeting the Native American population shall be clearly identified in the Application.

Table 2: Available Funds

County	General Funds	Native American	Total Available Funds
Apache	272,608	200,271	472,879
Cochise	247,778	3,582	251,360
Coconino	238,368	115,045	353,414
Gila	168,193	33,379	201,572
Graham	125,414	24,103	149,517
Greenlee	80,844	624	81,469
La Paz	105,257	9,245	114,502
Maricopa	4,257,860	198,598	4,456,458
Mohave	312,734	10,058	322,792
Navajo	253,427	187,359	440,787
Pima	1,213,467	118,837	1,332,305
Pinal	419,139	77,153	496,292
Santa Cruz	168,279	165	168,444
Yavapai	279,660	12,737	292,397
Yuma	329,426	8,843	338,269
Total	8,472,456	1,000,000	9,472,456

Available funds listed in Table 2, are projections for FFY2016 year. All grants are pending USDA approval and federal appropriations. Applicants should anticipate a two – three percent (2-3%) annual budget reduction beginning in FFY2017.

Applications should reflect actual anticipated costs of the proposed activities and correspond to the reach estimates within the identified communities. Any un-awarded funds will return to AzNN for state level activities.

5. Definition of Terms used in this RFGA:

- 5.1. **Activities** are day-to-day and periodic things that are accomplished to meet the goal(s). They are usually single-faceted, simply stated and numerous.
- 5.2. **ADHS** means the Arizona Department of Health Services.
- 5.3. **Attachment** means a document that must be filled out and included as part of the Grant Application.
- 5.4. **Exhibit** means a document included only for informational purposes. It is not intended to be submitted as part of the Grant Application.

INTRODUCTION

RFGA NO. ADHS15-00004836

- 5.5. **"Key personnel"** means staff involved in the planning, administration, operation, or monitoring of this Grant.
- 5.6. **"Shall or Must"** indicates a mandatory requirement. Failure to meet these mandatory requirements may result in the rejection of an Application as non-responsive.
- 5.7. **"Evidence Based"** means the integration of the best research evidence with the best available practice-based evidence. The best research evidence refers to relevant rigorous nutrition and public health nutrition research including systematically reviewed scientific evidence. Practice-based evidence refers to case studies, pilot studies, and evidence from the field on nutrition education interventions that demonstrate obesity prevention potential. Evidence may be related to obesity prevention target areas, intervention strategies, and/or specific interventions.
- 5.8. **"Comprehensive Approach"** means multi-level interventions at multiple complementary organization and institutional levels.

SPECIAL INSTRUCTIONS TO APPLICANTS

RFGA NO. ADHS15-00004836

1. Pre-Application Conference

Prospective Applicants are invited to attend a Pre-Application conference. Attendance is not required, although it is encouraged. The date, time and location of this Conference are indicated on the cover page. This Conference will be to clarify the contents of this RFGA in order to prevent any misunderstanding of the ADHS' position. Any doubt as to the requirements of this Request for Grant Applications or any apparent omission or discrepancy should be presented to the Program at this Conference. ADHS will then determine the appropriate action necessary, if any, and issue a written amendment to the RFGA. Oral statements or instructions shall not constitute an amendment to this RFGA.

1.1. iLinc Online Meeting:

Prospective Applicants may attend the Pre-Application conference via online meeting. Applicants can connect by following these instructions:

1.1.1. Applicants are invited to attend an online meeting on Thursday, February 19, 2015. Below is the log-in and dial-in information needed to access this session. Please remember to use the **Prepare your PC** link below to ensure you are able to connect successfully.

1.1.2. What Do I need to join the Session?

1.1.2.1. A computer with internet connection;

1.1.2.2. Successful PC System test prior to the session (see link below). (Have your information technology staff assist you if you have problems connecting.); and

1.1.2.3. Speakerphone with mute capabilities.

1.1.3. Online Meeting Details

1.1.3.1. **Meeting Title:** AzNN SNAP-Ed Local Implementation RFGA iLinc

Date & Time: February 19, 2015 at 2:00 PM Arizona Time

Duration: 2 hour(s)

Primary Dial-In: 1-888-205-5513

Passcode: 115160

Join Link: <https://azdhs.ilinc.com/join/bfvphhx>

1.1.4. **Join This Meeting:** To ensure your meeting is successful, please join fifteen (15) minutes before the start time. Click on the following link to join this meeting:
<https://azdhs.ilinc.com/join/wzchstm>

1.1.5. **View Meeting Content:** To view the content for this meeting go to:
<https://azdhs.ilinc.com/content/wzchstm>

1.1.6. **Prepare Your PC:** Automatically prepare your PC ahead of time by clicking on the following link: <https://azdhs.ilinc.com/systest/bfvphhx>.

1.1.7. What do I do once I join the session:

1.1.7.1. If possible, use the 'Call Me' feature to connect via phone.

1.1.7.2. If you have additional people sitting with you, enter their names in chat.

1.1.7.3. To communicate during an iLinc:

SPECIAL INSTRUCTIONS TO APPLICANTS

RFGA NO. ADHS15-00004836

1.1.7.3.1. Use *6 to unmute/mute your phone line, OR

1.1.7.3.2. Type your question/comment in the chat box (bottom left corner of window), OR

1.1.7.3.3. Raise your hand (click on 'hand' icon from toolbar).

1.1.8. As a courtesy to other attendees, please:

1.1.8.1. Keep your phone line muted (*6) unless asking a question or making a comment,

1.1.8.2. Do not place your phone line on "hold" anytime during an iLinc. If you must conduct business, disconnect from the phone completely and dial back in when you are ready to rejoin the iLinc.

1.1.8.3. Instructions to Prepare, Complete and Submit the Application

2. Submission Required in ProcureAZ

2.1. Application shall be submitted in an acceptable format, as described herein, using the State's online eProcurement application ProcureAZ (www.procure.az.gov). Submission of the Application by means other than the ProcureAZ system **will not** be accepted. Prospective Applicants with questions in this regard shall contact the Procurement Officer prior to the Solicitation's due date and time.

2.2. Applicants must register in the ProcureAZ e-Procurement system to submit an Offer. Follow the these Step by Step online instructions:

2.2.1. Vendor Registration
http://spo.az.gov/sites/default/files/Step-by-Step_Vendor_Registration.pdf;

2.2.2. Respond to a Bid (Solicitation)
http://spo.az.gov/sites/default/files/Step-by-Step_Responding_to_Solicitations.pdf; and

2.2.3. To submit an offer Offerors requiring assistance in the registration process or in navigating the ProcureAZ system may call the Help Desk at 602-542-7600.

3. Required Application Information

3.1. The following shall be submitted concurrent with and as part of the Application:

3.1.1. One (1) electronic copy of the Application shall be submitted in the ProcureAZ e-procurement system as attachments in the acceptable format specified below. Acceptable formats include .doc document (Microsoft Word version 2003 or higher), xls spreadsheet (Microsoft Excel 2003 or higher) and .pdf (Adobe Acrobat portable documents format).

3.1.2. Each Application shall include an attachment for each response section. The material should be in sequence and organized as outlined below and related to the RFGA. Failure to include the requested information may have a negative impact on the evaluation of the Applicant's Application. Applicants shall copy ProcureAZ Attachments to their own computer, save the information entered, and submit the completed information as a new, appropriately re-named Attachment in ProcureAZ. ProcureAZ will not save information entered directly on the Attachments. On each document that is not locked specify the Name of the Applicant, Name of the Attachment, Solicitation number and Page Number in the footer.

SPECIAL INSTRUCTIONS TO APPLICANTS

RFGA NO. ADHS15-00004836

- 3.1.3. The ADHS will not provide any reimbursement for the cost of developing in response to this RFGA. The Applicant shall submit at least the following information:
- 3.1.3.1. Table of Contents for entire Application with page numbers;
 - 3.1.3.2. Attachment A – Signed Application and Award Document;
 - 3.1.3.3. Attachment B - Designation of Confidential, Trade Secret & Proprietary Information;
 - 3.1.3.4. Attachment C – Notices, Correspondence, Reports and Invoices completed;
 - 3.1.3.5. Attachment D – AzNN Nutrition Education and Obesity Prevention Plan Template Project Narrative;
 - 3.1.3.6. Attachment E – AzNN Nutrition Education and Obesity Prevention Plan Template Project Workplan;
 - 3.1.3.7. Attachment F – AzNN Nutrition Education and Obesity Prevention Plan Template Budget;
 - 3.1.3.8. Attachment G – AzNN Nutrition Education and Obesity Prevention Plan Template Site-Listing;
 - 3.1.3.9. Attachment H - AzNN Nutrition Education and Obesity Prevention Plan Template Signed Assurances;
 - 3.1.3.10. Complete the Pricing under the Items Tab in ProcureAZ. Failure to enter the Pricing in the Items Tab will be considered as 'no bid' by ProcureAZ. If offering items at no charge select and check the "no charge" option per line item and provide an alternate description, if necessary. Using the "no charge" option ensures that the Applicant is providing response to a specific item yet is not charging for that line item. Leaving an item blank or using a zero (0) dollar amount generates a "No Bid" for the item.

ProcureAZ Items	BUDGET CATEGORIES	Frequency
Item 1	PERSONNEL COSTS/SALARY	Annually
Item 2	FRINGE BENEFITS	Annually
Item 3	CONTRACTS/GRANTS/AGREEMENTS	Annually
Item 4	NON-CAPITAL EQUIPMENT SUPPLIES	Annually
Item 5	MATERIALS	Annually
Item 6	TRAVEL	Annually

SPECIAL INSTRUCTIONS TO APPLICANTS

RFGA NO. ADHS15-00004836

Item 7	BUILDING/SPACE	Annually
Item 8	MAINTENANCE	Annually
Item 9	EQUIPMENT & OTHER CAPITAL	Annually
Item 10	INDIRECT COSTS	Annually

- 3.1.3.11. Other Attachments: As applicable-for example, copies of subcontracts, examples of Applicant's program materials.
- 3.1.3.12. Complete Scope of Work for the Work plans.
- 3.1.3.13. ADHS may conduct discussions and suggest changes to the Applications. If discussions are conducted, Applicants will be invited to modify their Applications. The State of Arizona reserves the right to award Grants for less than the proposed amount.
- 3.1.3.14. Keep a copy of this solicitation and submitted Application. If awarded, the Grantee shall be bound to the services listed by the Application and based upon the solicitation, including all terms, conditions, specifications, amendments, etc.

4. Application Opening:

Applicants responding to a solicitation in ProcureAZ must submit their Applications electronically through ProcureAZ. Applications shall be received before the due date and time stated in the solicitation. Applications submitted outside of ProcureAZ or those that are received after the due date and time shall be rejected.

5. Evaluation Criteria:

Grant Applications will be evaluated according to the Grant requirements per ARS §41-2702 F. The evaluation criteria are listed in the relative order of importance and are based on the following:

- 5.1. Overall Approach and Program Design from the Narrative, Work Plan, and Site Listing;
- 5.2. Needs Assessment from Narrative;
- 5.3. Coordination and Collaboration as described in the Narrative and demonstrated with memorandums of understanding, sub-contracts and letters from collaborative agencies describing support of the proposed partnership;
- 5.4. Itemized budget, budget justification, and price sheet showing proposed cost(s) including other sources of funds;
- 5.5. Applicant Capability from Budget and Signed Assurances; and
- 5.6. Conformance to all other RFGA requirements and conditions.

6. Questions:

All questions regarding this solicitation shall be submitted within the ProcureAZ system via the Q & A Tab no later than five (5) calendar days prior to the solicitation due date.

SPECIAL INSTRUCTIONS TO APPLICANTS

RFGA NO. ADHS15-00004836

7. Discussion:

The ADHS reserves the option to conduct discussions with Applicants. The purpose of these discussions is to provide clarification and to assure full understanding of and responsiveness to the Application requirements regarding the Grant.

8. Multiple Awards:

In order to assure that any ensuing Grants will allow the State to fulfill current and future needs, the ADHS reserves the right to award Grants to multiple Applicants.

9. Application Acceptance Period:

To be eligible for Grant award, Application cost estimates must be held open for one-hundred twenty (120) days.

10. Collaborative Partnerships within Program Areas:

ADHS encourages partnerships with other entities and programs within communities. Partnerships and/or collaborative efforts are defined as joint efforts with other entities that could provide additional resources, such as funding, in-kind, direct services, volunteers, and community support. When the Applicant is proposing utilizing subgrantees, it shall provide documentation (e.g. contracts, line item budgets, letters of agreement, memoranda of understanding, etc. describing the roles and responsibilities each subcontractor will assume and signed by authorized individuals.

11. Authorized Signature:

11.1. For any document that requires the Applicant's signature, the signature provided must be that of the Owner, Partner or Corporate Officer duly authorized to sign Grant agreements. Additionally, if requested by ADHS, disclosure of ownership information shall be submitted.

11.1.1. Privately Owned: The Owner must sign the Grant Application;

11.1.2. Partnership: A Partner must sign the Grant Application.

11.1.3. Corporation: A duly authorized Corporate Officer must sign the Grant Application.

11.2. If a person other than these specified individuals signs the Grant Application, a Power of Attorney indicating the employee's authority must accompany the Grant Application. All addenda to the Grant Application shall be signed by the authorized individual who signed the Grant Application except that they may be signed by a duly authorized designee.

12. Application Status

Upon submission, all Application documents become the property of the State of Arizona and as such become subject to public disclosure. All information will be deemed not to be proprietary or confidential;

13. Suspension or Debarment Status

If the firm, business or person submitting this Application has been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a Grantee with any Federal, State or local government or if any such preclusion from participation from any public procurement activity is currently pending, the Applicant shall fully explain the circumstances relating to the preclusion or proposed preclusion in the Application. The Applicant shall include a letter with its Application setting forth the

SPECIAL INSTRUCTIONS TO APPLICANTS

RFGA NO. ADHS15-00004836

name and address of the governmental unit, the effective date of this suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating to the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances including the details enumerated above shall be provided. The Application of an Applicant who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity shall be rejected.

14. Confidential Information:

Should the Applicant have any information they wish to hold as confidential, the Applicant shall submit an itemized and separate attachment on company letterhead explaining the reasons why the information should be held confidential. This attachment shall be uploaded under the Attachment Tab in ProcureAZ. Simply checking the confidential box in ProcureAZ does not hold the information confidential. No other entity may view the submitted proposal, bid or offer except the Procurement Officer. All proposals, bids, or offers remain confidential until an award is made.

- 14.1. If an Applicant believes that their Application contains information that should be withheld from public disclosure, it *must* be clearly marked "**Confidential/Proprietary**" on every page. Applicant shall complete Attachment B, Designation of Confidential, Trade Secret and Proprietary Information, and upload under the "Attachments Tab" in ProcureAZ;
- 14.2. A statement advising the Procurement Officer of this fact and explaining the reasons for confidentiality shall accompany the Application. The Applicant shall stamp or specifically identify all information believed to be confidential. It is the responsibility of the Applicant to explain the basis for its claim that the information is confidential; and
- 14.3. The information identified by the Applicant as confidential shall not be disclosed until the State Government Administrator (or his/her designee) makes a written determination. The Administrator shall review the statement and information and shall determine in writing whether the information shall be withheld. If the Administrator determines the information is not confidential, the Administrator shall inform the Applicant in writing of such determination.

TERMS AND CONDITIONS

RFGA NO. ADHS15-00004836

1. **Grant Term.** The initial term of this Grant shall commence upon award of and signature by the State Government Administrator, and shall remain in effect for three (3) years unless terminated, canceled, or extended as otherwise provided herein.
2. **Option to Renew Grant.** This Grant shall not bind nor purport to bind ADHS and the Grantee for any Grant commitment in excess of the original Grant Term. ADHS shall have the right, at its sole option, to renew the Grant, in two additional one (1)-year increments, not to exceed a total Grant term of five (5) years. If ADHS exercises such rights, all terms, conditions and provisions of the original Grant shall remain the same and apply during the option terms.
3. **Grant Reimbursement:** Payment shall be made on a Cost Reimbursement basis.
4. **Grant Amendments.** Any change in this Grant, including the Scope of Work, shall only be accomplished by a formal, written Grant amendment, signed by the State Government Administrator. Any such amendment shall be within the scope of the Grant and shall specify the change; any increase or decrease in Grant amount and the effective date of the change. The Grantee expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts and oral communications by or from any person, shall be used or construed as an amendment to this Grant.
5. **Commencement of Work.** All work to be performed under this Grant must commence within ninety (90) days of award. Work shall not be performed without a Purchase Order.
6. **Key Personnel.** It is essential the Grantee provide an adequate staff of experienced personnel, capable of and devoted to the successful accomplishment of work performed under this Grant. The Grantee must assign specific individuals to key positions of responsibility (**Attachment F**). Once assigned to work under this Grant, Key Personnel shall not be removed or replaced without prior notification to the ADHS Program Manager.
7. **Availability of Funds for the Next Fiscal Year.** Funds may not presently be available for performance under this Grant beyond the current fiscal year. No legal liability on the part of the State for any payment may arise under this Grant beyond the current fiscal year until funds are made available for performance of this Grant. The State shall make reasonable efforts to secure such funds.
8. **Audit.** Pursuant to A.R.S. §35-214, at any time during the term of this Grant and five (5) years thereafter, the Grantee's or any subcontractor's books and records shall be subject to audit by the State and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Grant.
9. **Information Disclosure.** The Grantee shall establish and maintain procedures and controls that are acceptable to the State for the purpose of assuring that no information contained in its records or obtained from the State or from others in carrying out its functions under the Grant shall be used or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the Grant. Persons requesting such information should be referred to the State. The Grantee also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of Grantee as needed for the performance of duties under the Grant, unless otherwise agreed to in writing by the State.
10. **Accounting Requirements.** All financial records shall be maintained and expenditures made in accordance with the Generally Accepted Accounting Principles to permit accurate tracking of funds to a level of expenditure adequate to ensure proper use of funds.
11. **Financial Management.** For all Grants, the practices, procedures, and standards specified in and required by the Accounting and Auditing Procedures Manual for the Arizona Department of Health Services funded programs shall be used by the Grantee in the management of Grant funds and by the Department when performing a Grant audit. Funds collected by the Grantee in the form of fees, donations and/or charges for the delivery of these Grant services shall be accounted for in a separate fund.

TERMS AND CONDITIONS

RFGA NO. ADHS15-00004836

Federal Funding. Grantees receiving Federal funds under this Grant shall comply with the certified finance and compliance audit provision of the Office of Management and Budget (OMB) Circular A-133, if applicable.

State Funding. Grantees receiving State funds under this Grant shall comply with the certified Compliance provisions of A.R.S. §35-181.03.

12. **Grant Restrictions.** Applicants will provide a copy of all printed or broadcast media or any other educational materials developed using funds awarded under this Grant to the ADHS Program Manager for approval. Media and/or printed educational materials will adhere to the required wording as follows: "Funded in part by the Bureau of Nutrition and Physical Activity as made available through the Arizona Department of Health Services."
13. **Payment.** The Grantee shall submit to ADHS a monthly statement of charges in a form to be provided by ADHS prior to the commencement of services. This form, known as a Contractor's Expenditure Report (CER), shall be submitted for the work completed under an approved program manager in conformance with the price sheet/fee schedule of this Grant.
14. **Arizona Substitute/IRS W-9 Form.** In order to receive payment the Grantee shall have a current Arizona Substitute W-9 Form on file with the State of Arizona, unless not required by law.
15. **Subcontracts.** The Grantee shall not enter into any subcontract under this Grant for the performance of this Grant without the advance written approval of the ADHS Program Manager and the State Government Administrator. The Grantee shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities. The subcontract shall incorporate by reference the terms and conditions of this Grant.
16. **Licenses.** Grantee shall maintain, in current status, all Federal, State and local licenses and permits required for the operation of the business conducted by the Grantee.
17. **Federal Procurement Suspension/Debarment.** All Applicants, upon submittal and signature of their Application, hereby attest and certify that the company has not been debarred or suspended from Federal procurements.
18. **Health Insurance Portability and Accountability Act of 1996 (HIPAA) Compliance.** The Grantee 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 Grant. Grantee warrants that it will cooperate with the Arizona Department of Health Services (ADHS) in the course of performance of the Grant so that both ADHS and Grantee will be in compliance with HIPAA, including cooperation and coordination with the Arizona Department of Administration-Arizona Strategic Enterprise Technology (ADOA-ASET) Office, the ADOA-ASET Arizona State Chief Information Security Officer and HIPAA Coordinator and other compliance officials required by HIPAA and its regulations. Grantee will sign any documents that are reasonably necessary to keep ADHS and Grantee in compliance with HIPAA, including, but not limited to, business associate agreements.

If requested by the ADHS Procurement Office, Grantee 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, Grantee agrees to attend or participate in HIPAA training offered by ADHS or to provide written verification that the Grantee has attended or participated in job related HIPAA training that is: (1) intended to make the Grantee proficient in HIPAA for purposes of performing the services required and (2) presented by a HIPAA Privacy Officer or other person or program knowledgeable and experienced in HIPAA and who has been approved by the ADOA-ASET Arizona State Chief Information Security Officer and HIPAA Coordinator

TERMS AND CONDITIONS

RFGA NO. ADHS15-00004836

19. Offshore Performance of Work Prohibited: Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and involve access to secure or sensitive data or personal client data shall be performed within the defined territories of the United States. Unless specifically stated otherwise in the specifications, this paragraph does not apply to indirect or 'overhead' services, redundant back-up services or services that are incidental to the performance of the Grant. This provision applies to work performed by subcontractors at all tiers.

20. Arbitration: The parties to this Grant agree to resolve all disputes arising out of or relating to this Grant through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518, except as may be required by other applicable statutes (Title 41).

21. Purchase Orders: The Grantee shall, in accordance with all terms and conditions of the Grant, fully perform and shall be obligated to comply with all Purchase Orders received by the Grantee prior to the expiration or termination hereof, unless otherwise directed in writing by the ADHS Administrator, including, without limitation, all Purchase Orders received prior to but not fully performed and satisfied at the expiration or termination of this Grant.

22. Pandemic Contractual Performance:

22.1. The State shall require a written plan that illustrates how the Grantee shall perform up to contractual standards in the event of a pandemic. The State may require a copy of the plan at anytime prior or post award of a Grant. At a minimum, the pandemic performance plan shall include:

22.1.1. Key succession and performance planning if there is a sudden significant decrease in Grantee's workforce.

22.1.2. Alternative methods to ensure there are products in the supply chain.

22.1.3. An up to date list of company contacts and organizational chart.

22.2. In the event of a pandemic, as declared the Governor of Arizona, U.S. Government or the World Health Organization, which makes performance of any term under this Grant impossible or impracticable, the State shall have the following rights:

22.2.1. After the official declaration of a pandemic, the State may temporarily void the Grant(s) in whole or specific sections, if the Grantee cannot perform to the standards agreed upon in the initial terms.

22.2.2. The State shall not incur any liability if a pandemic is declared and emergency procurements are authorized by the Director as per A.R.S. 41-2537 of the Arizona Procurement Code.

22.2.3. Once the pandemic is officially declared over and/or the Grantee can demonstrate the ability to perform, the State, at its sole discretion, may reinstate the temporarily voided Grant(s).

22.3. The State, at any time, may request to see a copy of the written plan from the Grantee. The Grantee shall produce the written plan within seventy-two (72) hours of the request

23. Grant Termination:

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

TERMS AND CONDITIONS

RFGA NO. ADHS15-00004836

Grant as provided in A.R.S. § 38-511.

- 23.2. **Gratuities.** The State may, by written notice, terminate this Grant, in whole or in part, if the State determines that employment or a Gratuity was Offered or made by the Grantee or a representative of the Grantee to any officer or employee of the State for the purpose of influencing the outcome of the procurement or securing the Grant, an amendment to the Grant, or favorable treatment concerning the Grant, including the making of any determination or decision about Grant 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 Grantee.
- 23.3. **Termination for Convenience.** The State reserves the right to terminate the Grant, in whole or in part at any time, when in the best interests of the State without penalty or recourse. Upon receipt of the written notice, the Grantee shall stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the State. In the event of termination under this paragraph, all documents, data and reports prepared by the Grantee under the Grant shall become the property of and be delivered to the State upon demand. The Grantee shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R2-7-701 shall apply.
- 23.4. **Termination for Default.**
- 23.4.1. In addition to the rights reserved in the Grant, the State may terminate the Grant in whole or in part due to the failure of the Grantee to comply with any term or condition of the Grant, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Grant. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Grantee.
- 23.4.2. Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Grantee under the Grant shall become the property of and be delivered to the State on demand.
- 23.4.3. The State may, upon termination of this Grant, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Grant. The Grantee shall be liable to the State for any excess costs incurred by the State in procuring materials or services in substitution for those due from the Grantee.
- 23.5. **Continuation of Performance through Termination.** The Grantee shall continue to perform, in accordance with the requirements of the Grant, up to the date of termination, as directed in the termination notice.
- 24. Non-Discrimination:** The Grantee 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.
- 25. Federal Immigration and Nationality Act:** The Grantee 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 Grant. Further, the Grantee shall flow down this requirement to all subcontractors utilized during the term of the Grant. The State shall retain the right to perform random audits of Grantee and subcontractor records or to inspect papers of any employee thereof to ensure compliance. Should the State determine that the Grantee 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 Grant for default and suspension and/or debarment of the Grantee.
- 26. E-Verify Requirements:** In accordance with A.R.S. § 41-4401, Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A.

TERMS AND CONDITIONS

RFGA NO. ADHS15-00004836

27. Risk and Liability.

27.1. To the extent allowed by law, Grantee shall defend, indemnify, and hold harmless the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Grantee or any of its owners, officers, directors, agents, employees or subgrantees. This indemnity includes any claim or amount arising out of, or recovered under, the Workers' Compensation Law or arising out of the failure of such Grantee to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Grantee from and against any and all claims. It is agreed that Grantee will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Grantee agrees to waive all rights of subrogation against the State of Arizona, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the State of Arizona.

27.2. *This indemnity shall not apply if the Grantee or sub-grantee(s) is/are an agency, board, commission or university of the State of Arizona.*

27.3. Insurance Requirements:

27.3.1. Grantees and subgrantees shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Grant, are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Grantee, his agents, representatives, employees or subgrantees.

27.3.2. The insurance requirements herein are minimum requirements for this Grant and in no way limit the indemnity covenants contained in this Grant. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Grantee from liabilities that might arise out of the performance of the work under this Grant by the Grantee, its agents, representatives, employees or Subgrantees, and Grantee is free to purchase additional insurance.

27.3.3. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Grantee shall provide coverage with limits of liability not less than those stated below.

27.3.3.1. **Commercial General Liability** – Policy shall include bodily injury, property damage, personal injury and broad form contractual liability coverage.

General Aggregate	\$2,000,000
Products – Completed Operations Aggregate	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Blanket Contractual Liability – Written and Oral	\$1,000,000
Fire Legal Liability	\$ 50,000
Each Occurrence	\$1,000,000

TERMS AND CONDITIONS

RFGA NO. ADHS15-00004836

- 27.3.3.2. The policy shall be endorsed (**Blanket Endorsements are not acceptable**) to include the following additional insured language: "The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Grantee."
- 27.3.3.3. Policy shall contain a waiver of subrogation endorsement (**Blanket Endorsements are not acceptable**) in favor of the "State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees" for losses arising from work performed by or on behalf of the Grantee.
- 27.3.3.4. **Worker's Compensation and Employers' Liability**
- | | |
|-------------------------|--------------|
| Workers' Compensation | Statutory |
| Employers' Liability | |
| Each Accident | \$ 1,000,000 |
| Disease – Each Employee | \$ 1,000,000 |
| Disease – Policy Limit | \$ 1,000,000 |
- 27.3.3.5. Policy shall contain a waiver of subrogation endorsement (**Blanket Endorsements are not acceptable**) in favor of the "State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees" for losses arising from work performed by or on behalf of the Grantee.
- 27.3.3.6. This requirement shall not apply to: Separately, EACH Grant or Grantee exempt under A.R.S. 23-901, and when such Grant or Subgrantee executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.
- 27.3.4. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed (**Blanket Endorsements are not acceptable**) to include, the following provisions:
- 27.3.4.1. The Grantee's policies shall stipulate that the insurance afforded the Grantee shall be primary insurance and that any insurance carried by the Department, its agents, officials employees or the State of Arizona shall be excess and not contributory insurance, as provided by A.R.S. § 41-621 (E).
- 27.3.4.2. Coverage provided by the Grantee shall not be limited to the liability assumed under the indemnification provisions of this Agreement.
- 27.3.5. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Agreement shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the State of Arizona. Such notice shall be sent directly to Arizona Department of Health Services, 1740 W Adams St., Room 303, Phoenix, AZ 85007) and shall be sent by certified mail, return receipt requested.
- 27.3.6. **ACCEPTABILITY OF INSURERS:** Grantees insurance shall be placed with companies licensed in the State of Arizona or hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers. Insurers shall have an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

TERMS AND CONDITIONS

RFGA NO. ADHS15-00004836

- 27.3.7. VERIFICATION OF COVERAGE: Grantee shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Agreement. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements (**Blanket Endorsements are not acceptable**) are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Agreement must be in effect at or prior to commencement of work under this Agreement and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Agreement, or to provide evidence of renewal, is a material breach of the Grant.

All certificates required by this Grant shall be sent directly to Arizona Department of Health Services, Office of Procurement, 1740 W Adams St., Room 303, Phoenix, AZ 85007. The State of Arizona project/Agreement number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Grant at any time. DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT SECTION.

- 27.3.8. SUBGRANTEES: Grantee's certificate(s) shall include all subgrantees as insureds under its policies or Grantee shall furnish to the State of Arizona separate certificates and endorsements for each subcontractor. All coverages for subgrantees shall be subject to the minimum requirements identified above.
- 27.3.9. APPROVAL: Any modification or variation from the insurance requirements in this Grant shall be made by the contracting agency in consultation with the Department of Administration, Risk Management Division. Such action will not require a formal Contract amendment, but may be made by administrative action.
- 27.3.10. EXCEPTIONS: In the event the Grantee or sub-grantee(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

27.4. Force Majeure.

- 27.4.1. Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Grant if and to the extent that such party's performance of this Grant 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; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.

- 27.4.2. Force Majeure shall not include the following occurrences:

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

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

TERMS AND CONDITIONS

RFGA NO. ADHS15-00004836

- 27.4.2.3. Inability of either the Grantee or any Subgrantee to acquire or maintain any required insurance, bonds, licenses or permits.
- 27.4.3. 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 an Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Agreement.
- 27.4.4. 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.

SCOPE OF WORK

RFGA NO. ADHS15-00004836

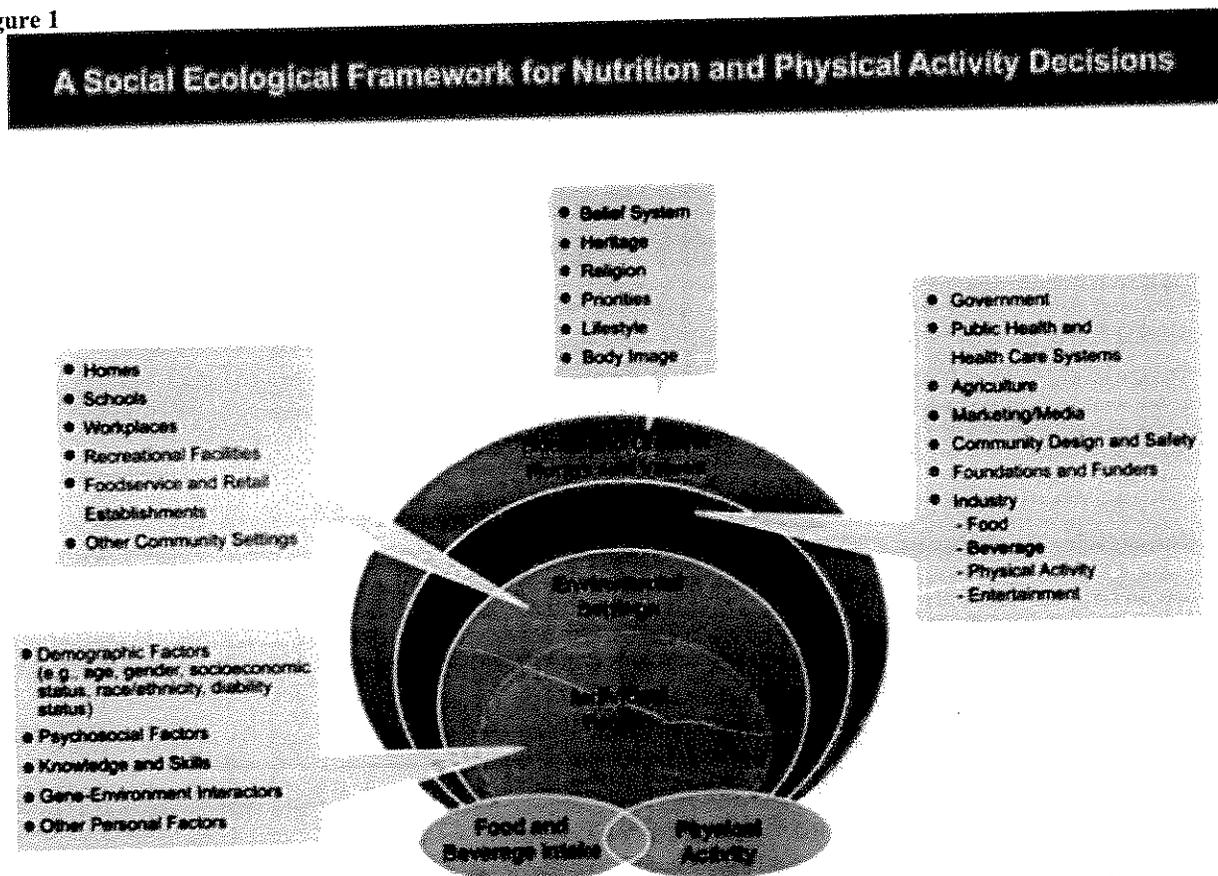
AzNN SNAP-Ed Local Implementation

1. Introduction and Background

The Arizona Department of Health Services (ADHS), Bureau of Nutrition and Physical Activity (BNPA) with the Arizona Department of Economic Security (DES), Family Assistance Administration (FAA), provides a program called the Supplemental Nutrition Assistance Program Education (SNAP-Ed) – also known as the Arizona Nutrition Network (AzNN). The purpose of the AzNN is to provide nutrition education and obesity prevention programs to Arizona's Supplemental Nutrition Assistance Program (SNAP) participants and those who are eligible (eligibles) in an effort to improve healthy lifestyle choices and reduce the risk of chronic disease.

In late 2010 congress passed the Healthy Hunger Free Kids Act (HHFK) which transitioned the AzNN from a nutrition education program to an obesity prevention program which includes education on nutrition and physical activity as well as PSE strategies to facilitate broad, population level effects at multiple levels of the Social Ecological Model (see Figure 1).

Figure 1



Source: Dietary Guidelines for Americans, 2010. Adapted from: (1) Centers for Disease Control and Prevention. Division of Nutrition, Physical Activity, and Obesity. State Nutrition, Physical Activity and Obesity (NPAO) Program: Technical Assistance Manual. January 2008, page 36. Accessed April 21, 2010. http://www.cdc.gov/obesity/downloads/TA_Manual_J_31_08.pdf. (2) Institute of Medicine. Preventing Childhood Obesity: Health in the Balance, Washington (DC): The National Academies Press; 2005, page 85. (3) Story M, Kaphingst KM, Robinson-O'Brien R, Glanz K. Creating healthy food and eating environments: Policy and environmental approaches. *Annu Rev Public Health* 2008;29:253-272.

The AzNN hired an outside consultant in FFY2014 to identify best practices among other SNAP-Ed Implementing Agencies and to engage local stakeholders in discussions around the future direction of the SNAP-Ed program including program strategies, materials, and funding options.

SCOPE OF WORK

RFGA NO. ADHS15-00004836

2. Purpose of the Grant

The purpose of this grant is to develop and implement comprehensive nutrition and physical activity programs. These comprehensive programs will address local needs related to nutrition, physical activity, and obesity prevention utilizing evidence-based strategies and resources as outlined in the AzNN Obesity Prevention Resource Guide (Exhibit 4). In addition to direct education, grantees must select one or more PSE strategies from at least two (2) focus areas. Direct Education is required and must compliment the selected PSE strategies.

3. Geographic Services Area

Applicants may apply to provide services statewide, regionally, or at a county level. The selected geographic area for each program must be identified in the application as well as the specific communities the applicant intends to serve. Eligible applicants include community-based organizations (private or public), non-profits, government agencies, and tribal agencies.

4. Grant Focus Areas and Strategies

- 4.1. Applicants will submit one proposal regardless of the number of strategies or number of counties included in the application. Separate budgets and work plans will be required for each county jurisdiction included in the application.
- 4.2. Grantees are required to provide a comprehensive approach by utilizing direct education with complementary PSE strategies. Applicants must select the direct education strategy as well as one or more PSE strategies from a minimum of two focus areas. Focus Areas include: (a) Food Systems, (b) Active Living, (c) School Health, and (d) Early Childhood.

Table 1: Strategy List

FFY2016 Strategies
Policy, Systems, and Environmental Change
<i>Food Systems (access to nutritious foods)</i>
Food Access <u>Strategy 1:</u> Increase availability of healthy food retail, including mobile vendors, farmers' markets, corner/country stores, and grocery stores. <u>Strategy 2:</u> Encourage participation in community, home, school, and child care gardens. <u>Strategy 3:</u> Start and expand Farm to School, Farm to Child Care, or Farm to Worksite programs.
Food Security <u>Strategy 4:</u> Support implementation and promotion of the Summer Food Service Program (SFSP). <u>Strategy 5:</u> Encourage use of farmers' market with SNAP and WIC access at key community outlets.
<i>Active Living (access to physical activity)</i>
<u>Strategy 6:</u> Build capacity to implement active living policy at the community level and by community organizations. <u>Strategy 7:</u> Promote participation in and use of area physical activity resources, including partnerships with parks and trails organizations, and other community organizations. <u>Strategy 8:</u> Support family-friendly physical activity opportunities throughout the year, throughout the community. <u>Strategy 9:</u> Use point-of-decision prompts to encourage use of stairs.
<i>School Health</i>

SCOPE OF WORK

RFGA NO. ADHS15-00004836

Strategy 10: Support the development, implementation, and evaluation of nutrition and physical activity Local Wellness Policies in collaboration with Local Education Agencies (LEAs).

Strategy 11: Improve student, teacher, and staff access to nutrition information through menu labeling and classroom curriculum to improve student understanding of nutrition information.

Strategy 12: Support comprehensive school physical activity programming.

Early Childhood

Strategy 13: Support development, implementation, and evaluation of food and beverage policies and physical activity policies and environments consistent with the Empower standards.

Strategy 14: Improve capacity of child care providers and food service staff in nutrition education and healthy meal planning and food preparation.

Strategy 15: Improve capacity of child care providers to provide children with opportunities for physical activity throughout the day, including outside play when possible.

Direct Education²

Strategy 16: Provide evidence-based healthy eating and active living education in support of policy, system, and environmental change strategies to eligible audiences in eligible community sites to promote consumption of healthy foods and beverages and active lifestyles.

¹ All applicants selecting Food Systems strategies must include both Food Access **and** Food Security

² Direct Education is required for all applications and must compliment the selected PSE strategies

5. Tasks and Responsibilities

The Grantee shall:

- 5.1. Have an approved AzNN Nutrition Education and Obesity Prevention Plan on file with ADHS prior to Grant award. An approved application includes:
 - 5.1.1. AzNN Nutrition Education and Obesity Prevention Plan Template Project Narrative (Attachment D);
 - 5.1.2. AzNN Nutrition Education and Obesity Prevention Plan Template Project Work Plan (per county jurisdiction) (Attachment E),
 - 5.1.3. AzNN Nutrition Education and Obesity Prevention Plan Template Budget (per county jurisdiction) (Attachment F),
 - 5.1.4. AzNN Nutrition Education and Obesity Prevention Plan Template Site Listing (Attachment G), and
 - 5.1.5. AzNN Nutrition Education and Obesity Prevention Plan Template Signed Assurances (Attachment H);
- 5.2. Attend and participate in AzNN trainings and Partner Meetings;
- 5.3. Implement the activities approved in the work plan;
- 5.4. Coordinate with AzNN staff for all marketing and research projects, even if prior approved;
- 5.5. Abide by the most current AzNN Policies and Procedures Manual;
- 5.6. Utilize materials and messages as identified by the AzNN;

SCOPE OF WORK

RFGA NO. ADHS15-00004836

- 5.7. Staffing requirements (contracted or on staff) include: Program Director, Registered Dietitian, and Physical Activity degreed/experienced professional;
- 5.8. Follow the current USDA Dietary Guidelines for Americans and the USDA Food Guidance System available from the USDA website; and
- 5.9. Follow the current Physical Activity Guidelines for Americans available on the Office of Disease Prevention and Health Promotion website.

6. Requirements:

The Grantee requirements shall include, but not be limited to the following:

- 6.1. Providing documentation of collaborative partnerships prior to award, including but not limited to: contracts, letters of agreement/support, memoranda of understanding/agreement, or other documentation to support the collaboration/partnership;
- 6.2. Providing a current and accurate Certificate of Insurance (COI) within five (5) days of Grant award that exactly matches the language provided in the Terms of the Grant. A Master Blanket Purchase Order Release will not be provided without a valid COI on file at ADHS. Grantees shall not provide any services without the issuance of a Master Blanket Purchase Order Release.

7. Reference Documents

- 7.1. SNAP-Ed Guidance: <http://snap.nal.usda.gov/national-snap-ed/snap-ed-plan-guidance-and-templates>
- 7.2. AzNN P&P: <http://www.eatwellbewell.org/contractors/housekeeping/policies-and-procedures>
- 7.3. Dietary Guidelines: http://www.cnpp.usda.gov/sites/default/files/dietary_guidelines_for_americans/PolicyDoc.pdf
- 7.4. Physical Activity Guidelines: <http://www.health.gov/paguidelines/pdf/paguide.pdf>

8. STATE PROVIDED ITEMS

ADHS will provide the following items:

- 8.1. AzNN Annual Nutrition Education and Obesity Prevention Plan;
- 8.2. Nutrition Education and Obesity Prevention Plan instructions;
- 8.3. List of links for site with data needed to prove eligibility of service sites;
- 8.4. The Arizona Nutrition Network Policies and Procedures Manual;
- 8.5. List of allowable materials to be utilized within the program activities;
- 8.6. Some education materials created, published, or purchased through the AzNN, such as brochures, posters, etc;
- 8.7. Training sessions and meetings sponsored by the AzNN and BNPA; and
- 8.8. Financial and program reporting templates.

9. APPROVALS

SCOPE OF WORK

RFGA NO. ADHS15-00004836

The Grantee shall receive approval from ADHS for the following:

- 9.1. Annual AzNN Nutrition Education and Obesity Prevention Plan;
- 9.2. Nutrition Education and Obesity Prevention Plan Revisions;
- 9.3. Monthly CERs;
- 9.4. Monthly Reports;
- 9.5. Quarterly Narrative Reports; and
- 9.6. Quarterly Evaluation Reports.

10. DELIVERABLES

The Grantee shall submit to ADHS:

- 10.1. An AzNN approved Nutrition Education and Obesity Prevention Plan;
- 10.2. All revisions to the Nutrition Education and Obesity Prevention Plan prior to implementation of the proposed revisions;
- 10.3. Prepare and submit a Contractor Expenditure Report (CER) utilizing the standard reporting form issued by the ADHS AzNN as provided in the current AzNN Policies and Procedures Manual. All expenses requested for reimbursement must adhere to the allowable/unallowable guidelines outlined in the Federal SNAP-Ed Guidance and AzNN Policies and Procedures Manual. Final CERs are due in accordance with the current AzNN Policies and Procedures Manual;
- 10.4. Prepare and submit a Monthly Report utilizing the standard reporting form issued by the AzNN as provided in the current AzNN Policies and Procedures Manual;
- 10.5. Prepare and submit a Quarterly Narrative report for the first three (3) quarters, utilizing the form provided in the current AzNN Policies and Procedures Manual;
- 10.6. Prepare and submit a Quarterly Evaluation report, utilizing the form issued by the AzNN as provided in the current AzNN Policies and Procedures Manual. Accompanying data or evaluation instruments should be submitted at this time;
- 10.7. Prepare and submit a Fourth (4TH) Quarter Narrative report which summarizes the year's program activities, any results from both quantitative and qualitative evaluations conducted, and any other relevant program information utilizing the form issued by the AzNN as provided in the current AzNN Policies and Procedures Manual;

11. NOTICES, CORRESPONDENCE, REPORTS AND INVOICES:

- 11.1. Notices, Correspondence, Reports and Invoices from the Grantee to the ADHS shall be sent to:

Arizona Department of Health Services
Bureau of Nutrition and Physical Activity
Nutrition Network Manager
150 N 18th Ave, Suite 310
Phoenix, AZ 85007
Telephone: 602.542.1886
Facsimile: 602.542.1890



**ATTACHMENT A
GRANT APPLICATION
RFGA NO. ADHS15-00004836**

Arizona Department of
Health Services
1740 W. Adams, Room 303
Phoenix, Arizona 85007
(602) 542-1040
(602) 542-1741 Fax

The Undersigned hereby applies and agrees to furnish the materials, service(s) or construction in compliance with all the terms, conditions, specifications, any amendments in the Request and any written exceptions in the Application.

Applicant's Arizona Transaction (Sales) Privilege Tax License Number: N/A

Applicant's Federal Employer Identification Number: 86-6000-444

Gila County Division of Health & Emergency Services

Applicant's Name

Michael A. Pastor

Name of Person Authorized to Sign Application
(Please type or print)

Chairman, Board of Supervisors

Title of Authorized Person

Michael A. Pastor 7/9/15

Signature of Authorized Person Date

Facsimile Number: 928-425-0794

Facsimile Number:

5515 S. Apache Ave. Ste 100
Street Address

Globe AZ 85501
City State Zip Code

Telephone Number: 928-402-8813

E-Mail Address: phorn@gilacountyaz.gov

Acknowledgement of Amendment(s):
*(Applicant acknowledges receipt of amend-
ment(s) to the Request for Grant Application
and related documents numbered and dated*

Amendment No.	Date
No. 1.	<u>03/04/2015</u>
No. 2.	<u>03/09/2015</u>
No. 3.	<u>04/22/2015</u>

Amendment No.	Date
No. 4	<u>05/01/2015</u>
_____	_____
_____	_____

ACCEPTANCE OF APPLICATION AND GRANT AWARD
(For State of Arizona Use Only)

Your Application, dated _____, is hereby accepted as described in the Notice of Award. You are now bound to perform based upon the RFGA and your Application, as accepted by the State.

This Grant will henceforth be referred to as Grant Number: _____

You are hereby cautioned not to commence any billable work or provide any material or service under this Grant until you receive an executed purchase order, Grant release document, or written notice to proceed, if applicable.

State of Arizona

Awarded this _____ day of _____ 2015

State Government Administrator



Attachment B
Designation of Confidential, Trade Secret & Proprietary Information

Arizona Department
of Health Services
Division for
Planning and Operations
Office of Procurement
1740 W. Adams St., RM 303
Phoenix, AZ 85007

Solicitation No.: ADHS15-00004836

PAGE
27

Description: AzNN SNAP-Ed Local Implementation

OF
29

All materials submitted as part of a response to a solicitation are subject to Arizona public records law and will be disclosed if there is an appropriate public records request at the time of or after the award of the contract. Recognizing there may be materials included in a solicitation response that is proprietary or a trade secret, a process is set out in A.A.C. R2-7-103 (attached) that will allow qualifying materials to be designated as confidential and excluded from disclosure. For purposes of this process the definition of "trade secret" will be the same as that set out in A.A.C. R2-7-101(52).

This form must be completed and returned with the response to the solicitation and any supporting information to assist the State in making its determination as to whether any of the materials submitted as part of the solicitation response should be designated confidential because the material is proprietary or a trade secret and therefore not subject to disclosure.

All offerors must select one of the following:

_____ My response **does not** contain proprietary or trade secret information. I understand that my entire response will become public record in accordance with A.A.C. R2-7-C317.

_____ My response **does** contain trade secret information because it contains information that:

1. Is a formula, pattern, compilation, program, device, method, technique or process, **AND**
2. Derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; **AND**
3. Is the subject of efforts by myself or my organization that are reasonable under the circumstances to maintain its secrecy.

Please note that failure to attach an explanation may result in a determination that the information does not meet the statutory trade secret definition. All information that does not meet the definition of trade secret as defined by A.A.C. R2-7-101(52) will become public in accordance with A.A.C. R2-7-C317. The State reserves the right to make its own determination of Proposer's trade secret materials through a written determination in accordance with A.A.C. R2-7-103.

If the State agrees with the proposer's designation of trade secret or confidentiality and the determination is challenged, the undersigned hereby agrees to cooperate and support the defense of the determination with all interested parties, including legal counsel or other necessary assistance.

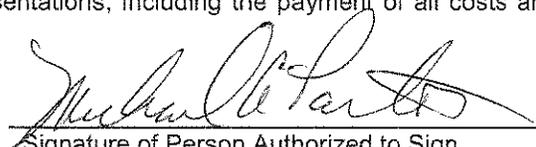
By submitting this response, proposer agrees that the entire offer, including confidential, trade secret and proprietary information may be shared with an evaluation committee and technical advisors during the evaluation process. Proposer agrees to indemnify and hold the State, its agents and employees, harmless from any claims or causes of action relating to the State's withholding of information based upon reliance on the above representations, including the payment of all costs and attorney fees incurred by the State in defending such an action.

Gila County Division of Health & Emergency Services

Company Name
5515 S. Apache Ave. Ste 100

Address
Globe AZ 85501

City State Zip



Signature of Person Authorized to Sign
Michael A. Pastor

Printed Name
Chairman, Board of Supervisors

Title

	Attachment B Designation of Confidential, Trade Secret & Proprietary Information		Arizona Department of Health Services Division for Planning and Operations Office of Procurement 1740 W. Adams St., RM 303 Phoenix, AZ 85007
	Solicitation No.: ADHS15-00004836	PAGE 28	
	Description: AzNN SNAP-Ed Local Implementation	OF 29	

R2-7-103. Confidential Information

- A. If a person wants to assert that a person's offer, specification, or protest contains a trade secret or other proprietary information, a person shall include with the submission a statement supporting this assertion. A person shall clearly designate any trade secret and other proprietary information, using the term "confidential". Contract terms and conditions, pricing, and information generally available to the public are not considered confidential information under this Section.
- B. Until a final determination is made under subsection (C), an agency chief procurement officer shall not disclose information designated as confidential under subsection (A) except to those individuals deemed by an agency chief procurement officer to have a legitimate state interest.
- C. Upon receipt of a submission, an agency chief procurement officer shall make one of the following written determinations:
 - 1. The designated information is confidential and the agency chief procurement officer shall not disclose the information except to those individuals deemed by the agency chief procurement officer to have a legitimate state interest;
 - 2. The designated information is not confidential; or
 - 3. Additional information is required before a final confidentiality determination can be made.
- D. If an agency chief procurement officer determines that information submitted is not confidential, a person who made the submission shall be notified in writing. The notice shall include a time period for requesting a review of the determination by the state procurement administrator.
- E. An agency chief procurement officer may release information designated as confidential under subsection (A) if:
 - 1. A request for review is not received by the state procurement administrator within the time period specified in the notice; or
 - 2. The state procurement administrator, after review, makes a written determination that the designated information is not confidential.

ATTACHMENT C

RFGA NO. ADHS15-00004836

Notices, Correspondence, Reports and Payments to the Grantee shall be sent to:

(Print and complete the information below and attach to your Application in the "Attachments Tab" in ProcureAZ)

Grantee: Gila County Division of Health & Emergency Services

Attention: Paula Horn

Address: 5515 S. Apache Ave., Ste. 100

Address: _____

City, State, Zip: Globe, AZ 85501

Telephone: 928-402-8813

E-Mail: phorn@gilacountyaz.gov