

SERIAL 07042 IGA TRANSPORTATION RELATED INJURY PREVENTION PROGRAM

DATE OF LAST REVISION: December 28, 2007 CONTRACT END DATE: December 31, 2008

**CONTRACT PERIOD BEGINNING MARCH 21, 2007
ENDING DECEMBER 31, ~~2007~~ 2008**

TO: All Departments

FROM: Department of Materials Management

**SUBJECT: Contract for TRANSPORTATION RELATED INJURY
PREVENTION PROGRAM**

Attached to this letter is a listing of vendors available to Maricopa County Agencies utilizing the Public Health Agreement C-86-07-042-2-00. The using agency and other interested parties may access and electronic version of this contract from the Materials Management Web site at:
http://www.maricopa.gov/materials/Awarded_Contracts/search.asp.

Please note: Price Agreement Purchase Orders (PG documents) may be generated using the information from this list. Use NIGP CODE 9480001.

All purchases of product(s) listed on the attached pages of this letter are to be obtained from the listed contractor(s).

Agenda Activity: Action Agenda Number: C-86-07-042-2-00
 Department: Public Health
 Category: Deputy County Manager
 Contact: Toby Urvater Phone: 506-6853 Continued from:
 Return to: Siman Qaasim Phone: 372-0674
 Location: Public Health

Action Requested:

Approve an Intergovernmental Agreement (IGA) on behalf of the Department of Public Health (MCDPH) with the Maricopa County Special Health Care District dba Maricopa Integrated Health System (MIHS) for the purpose of car seat and bike helmet, education, distribution, and storage. The term of the agreement is January 1, 2007 through December 31, 2007 with a total dollar amount not to exceed \$85,000.

Complete description of action requested:

This agreement provides for the purchase, storage, and distribution of car seats and bike helmets to eligible children from birth to 8 years of age within Maricopa County for the Transportation-Related Injury Prevention Program. It also provides for program staff to educate and train families and health care workers on the proper methods for restraining children in motor vehicles and for wheeled sport safety in order to reduce unintentional injuries to children.

Funding for this agreement is provided to the Department of Public Health by a grant from the Arizona Department of Health Services (HG754060-005). This agreement was formerly under C86-06-037-2-00.

PERFORMANCE INFORMATION:

Program: Chronic Disease and Tobacco Control

Activity: Childhood Injury Prevention and General Health Education

Performance Measure: Car seats inspected and distributed

Anticipated Results: 1800 Car seats inspected and distributed

Goal Achievement: Meet or exceed performance objectives for 95% of the Department's program service output measures by the end of FY 2007.

Expenditure Impact by FY(s):

FY 2007 \$42,500 Expenditures

FY 2008 \$42,500 Expenditures

| | | |
|--|-----------|-----|
| Routing: Meeting Date: 02/07/2007 | | |
| Legend X=Pending A=Approved R=Rejected | | |
| LEGAL | MATL_MNGT | OMB |
| A | A | A |



"Please return an executed original to the Clerk of the Board of Supervisors."

1. EFFECT

To the extent that the Special Provisions are in conflict with the General Provisions, the Special Provisions shall control. To the extent that the Work Statement(s) and the Special or General Provisions are in conflict, the Work Statement(s) shall control.

2. DEFINITIONS

As used throughout these GENERAL PROVISIONS, the following terms shall have the meanings set forth:

- A. **Contract** means this document and all attachments and amendments hereto.
- B. **Contractor** means the person, firm or organization listed on the Cover Page of this Contract.
- C. **County** means Maricopa County, Arizona.
- D. **Department** means the Maricopa County Department of Public Health (MCDPH).
- E. **Funding Source** means any Federal, State, or Private Agency funding source which may impose conditions on the funding that will be passed on to the Contractor.
- F. **Maricopa County Special Health Care District dba Maricopa Intergrated Health System (MIHS)** means the health care facilities and administrative units operated by the Maricopa Special Health Care District.
- G. **Comprehensive Health Center (CHC)** means the Family Health Center located on the Maricopa Medical Center campus which provides outpatient primary and specialty care services.

3. GENERAL REQUIREMENTS

- A. The terms of this Contract shall be construed in accordance with Arizona law. Any action thereon shall be brought in the appropriate court in the State of Arizona.
- B. The Contractor shall, without limitation, obtain and maintain all licenses, permits, and authority necessary to do business, render services, and perform work under this Contract, and shall comply with all laws regarding Unemployment Insurance, Disability Insurance, and Worker's Compensation.
- C. The Contractor is an independent Contractor in the performance of work and the provision of services under this Contract and is not to be considered an officer, employee, or agent of Maricopa County.

4. AMENDMENTS

All Amendments to this Contract must be in writing and signed by both parties.

5. ADEQUACY OF RECORDS

If the Contractor's books, records and other documents relevant to this Contract are not sufficient to support and document that allowable services were provided to eligible clients the Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

6. RETENTION OF RECORDS

A. This provision applies to all financial and programmatic records, supporting documents, statistical records and other records of the Contractor, which are reasonably considered as pertinent to this Agreement.

B. The Contractor agrees to retain all financial books, records, and other documents relevant to this Contract for five (5) years after final payment or until after the resolution of any audit questions which could be more than five (5) years, whichever is longer. The County or Federal or State auditors and any other persons duly authorized by County shall have full access to, and the right to examine, copy and make use of any and all said materials.

7. ASSIGNMENT / SUBCONTRACTING

No rights, liability, obligations or duties under this contract may be assigned, delegated or subcontracted without the prior written approval of County.

8. AUDIT DISALLOWANCES

A. The Contractor shall, upon written demand therefore, reimburse Maricopa County for any payments made under this Contract which are disallowed by a Federal, State or Maricopa County audit in the amount of the disallowance, as well as court costs and attorney fees which Maricopa County incurs to pursue legal action relating to such a disallowance.

B. If at any time it is determined by County that a cost for which payment has been made is a disallowed cost, County shall notify the Contractor in writing of the disallowance and the required course of action, which shall be at the option of County either to adjust any future claim submitted by the Contractor by the amount of the disallowance or to require repayment of the disallowed amount by the Contractor.

9. CONTRACT COMPLIANCE MONITORING

County shall monitor the Contractor's compliance with, and performance under, the terms and conditions of this Contract. On-site visits for Contract compliance monitoring may be made by County and/or its grantor agencies at any time during the Contractor's normal business hours, announced or unannounced. The Contractor shall make available for inspection and/or copying by County, all records

and accounts relating to the work performed or the services provided under this Contract, or for similar work and/or service provided under other grants and contracts.

10. AVAILABILITY OF FUNDS

- A. The provisions of this Contract relating to payment for services shall become effective when funds assigned for the purpose of compensating the Contractor as herein provided are actually available to County for disbursement. The Director shall be the sole judge and authority in determining the availability of funds under this Contract and County shall keep the Contractor fully informed as to the availability of funds.
- B. If any action is taken by any State Agency, Federal department or any other agency or instrumentality to suspend, decrease, or terminate its fiscal obligations under, or in connection with, this Contract, County may amend, suspend, decrease, or terminate its obligations under, or in connection with, this Contract. In the event of termination, County shall be liable for payment only for services rendered prior to the effective date of the termination, provided that such services are performed in accordance with the provisions of this Contract. County shall give written notice of the effective date of any suspension, amendment, or termination under this section, at least ten (10) days in advance.

11. CONTINGENCY RELATING TO OTHER CONTRACTS AND GRANTS

- A. The Contractor shall, during the term of this Contract, immediately inform County in writing of the award of any other contract or grant where the award of such contract or grant may affect either the direct or indirect costs being paid/reimbursed under this Contract. Failure by the Contractor to notify County of such award shall be considered a material breach of the Contract and County shall have the right to terminate this Contract without liability.
- B. County may request, and the Contractor shall provide within a reasonable time, a copy of any other contract or grant, when in the opinion of the Director, the award of the other contract or grant may affect the costs being paid or reimbursed under this Contract.
- C. If County determines that the award to the Contractor of such other Federal or State contract or grant has affected the costs being paid or reimbursed under this Contract, County shall prepare a Contract Amendment effecting a cost adjustment. If the Contractor protests the proposed cost adjustment, the protest shall be construed as a dispute within the meaning of the "Disputes" clause contained herein.

12. DEFAULT

County may suspend, modify or terminate this Contract immediately upon written notice to Contractor in the event of a non-performance of stated objectives or other material breach of contractual obligations; or upon the happening of any event

which would jeopardize the ability of the Contractor to perform any of its contractual obligations

13. TERMINATION

- A. County or the Contractor may terminate this Contract at any time with at least thirty (30) days prior written notice to the other party. Such notice shall be given by personal delivery or by Registered or Certified Mail, return receipt requested.
- B. This Contract may be terminated by mutual written agreement of the parties specifying the termination date therein.
- C. Termination – Availability of Funds
If any action is taken by the funding agency, Arizona Department of Health Services, to suspend, decrease or terminate its fiscal obligations under or in connection with the MCDPH grant, MCDPH may suspend, decrease or terminate its obligations under or in connection with this contract. In the event of termination, MCDPH shall be liable for payment for only services rendered prior to the effective date of termination, provided that such services are performed in accordance with the provisions of this Contract. MCDPH will give written notice at least 10 days in advance of the effective date of any suspension, amendment or termination under this section.

14. TERMINATION FOR BREACH

This Agreement may be terminated at any time by either party upon at least ten (10) days prior written notice of such termination to the other party upon default or breach by such party of one or more of its obligations hereunder.

15. SEVERABILITY

Any provision of this Contract which is determined to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof, and remaining provisions shall remain in full force and effect.

16. STRICT COMPLIANCE

Acceptance by County of performance not in strict compliance with the terms hereof shall not be deemed to waive the requirement of strict compliance for all future performance obligations. All changes in performance obligations under this Contract must be in writing.

17. NON-LIABILITY

Maricopa County and its officers and employees shall not be liable for any act or omission by the Contractor or any subcontractor, employee, officer, agent, or representative of Contractor or subcontractors occurring in the performance of this Contract, nor shall they be liable for purchases or Contracts made by the Contractor in anticipation of funding hereunder.

18. INDEMNITY

The Contractor agrees to indemnify, hold harmless, and defend the County, its officers and employees, boards and commissions, from and against any and all claims, damages, suits and proceedings, regardless of the merits, from liability, punitive damages, costs or expense of every type, all or any part thereof arising out of or in connection with or by reason of any act or omission of the Contractor or any subcontractors or anyone directly or indirectly employed by either the Contractor or any subcontractors. Contractor and its Subcontractors shall reimburse County for its costs, including attorney's fees for defense of any litigation arising from such claim. The Contractor shall include a clause to this effect in all subcontracts inuring to the benefit of the Contractor or County.

19. COVENANT AGAINST CONTINGENT FEES

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of this warranty County may annul this contract without liability.

20. SAFEGUARDING OF CLIENT INFORMATION

The use or disclosure by any party of any information concerning an eligible individual served under this Contract is directly limited to the performance of this Contract.

21. RIGHTS IN DATA

The parties hereto shall have the use of data and reports resulting from this Contract without cost or other restriction except as may otherwise be provided herein or by law or applicable regulation. Each party shall supply to the other party, upon request, any available information known to supplying party that is relevant to this Contract and to the performance hereunder.

22. NON-DISCRIMINATION

The Contractor, in connection with any service or other activity under this Contract, shall not in any way discriminate against any person on the grounds of race, color, religion, sex, national origin, age, or handicap. The Contractor shall include a clause to this effect in all Subcontracts inuring to the benefit of the Contractor or County.

23. EQUAL EMPLOYMENT OPPORTUNITY

The Contractor will not discriminate against any employee or applicant for employment because of race, age, handicap, color, religion, sex, or national origin. The Contractor will take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, age, handicap, color, religion, sex, or national origin. Such action shall include, but not

be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor shall to the extent such provisions apply, comply with Title VI and VII of the Federal Civil Rights Act; the Federal Rehabilitation Act; the Age Discrimination in Employment Act; the Immigration Reform and Control Act of 1986 (IRCA) and Arizona Executive Order 99-4 which mandates that all persons shall have equal access to employment opportunities. The Contractor shall also comply with all applicable provisions of the Americans with Disabilities Act of 1990.

24. RIGHT OF PARTIAL CANCELLATION

If more than one activity is funded by this Contract, the County reserves the right to terminate this Contract or any part thereof based upon the Contractor's failure to perform any part of this Contract without impairing, invalidating or canceling the remaining Work Statement obligations.

25. RIGHT TO EXTEND CONTRACT

Subject to the availability of funds and acceptable Contractor performance, the Contractor hereby acknowledges and agrees that the County shall have the right to extend this contract for additional periods, not to exceed a total term of three (3) years, except that the cost will be subject to renegotiation. Any extension of contract period must be mutually acceptable to the County and the Contractor and signed by both parties in writing.

26. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

A. The undersigned (authorized official signing for the Contractor) certifies to the best of his or her knowledge and belief, that the Contractor, defined as the primary participant in accordance with 45 CFR Part 76, and its principals:

1) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

2) have not within 3-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3) are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and

4) have not within a 3-year period preceding this Contract had one or more public transaction (Federal, State or local) terminated for cause of default.

B. Should the Contractor not be able to provide this certification, an explanation as to why should be attached to the contract.

C. The Contractor agrees to include, without modification, this clause in all lower tier covered transactions (i.e. transactions with subcontractors) and in all solicitations for lower tier covered transactions related to this Contract.

27. COUNTY COUNSEL REPRESENTATION

The parties to this Agreement may have the option of choosing an attorney with the Civil Division, Maricopa County Attorney's Office, to act as their attorney for the purpose of reviewing this Agreement. In doing so, by their signature below, each party acknowledges that it is aware that the Civil Division of the Maricopa County Attorney's Office may represent both parties to this Agreement, and each party expressly waives any conflict of interest created thereby.

1. DISPUTES

Except as otherwise provided by law, any dispute arising under this Contract shall be submitted to the Maricopa County Dispute Process as specified in Maricopa County Procurement Code Section MC1-906 which is hereby incorporated by reference. This cause shall not apply to claims arising from bodily injury, death, or property damage.

2. CHANGES

- A. The Director may, at any time, by written order, make changes within the general scope of this Contract in any one or more of the following areas:
1. Work Statement activities reflecting changes in the scope of services, Funding Source or County regulations, policies or requirements
 2. Administrative requirements such as changes in reporting periods, frequency of reports, or report formats required by funding source or County regulations, policies or requirements
 3. Contractor reimbursement schedules and/or program budgets
- B. Such order will not serve to increase or decrease the maximum reimbursable amount to be paid the Contractor. Additionally, such order will not direct substantive changes in services to be rendered by the Contractor.
- C. Any dispute or disagreement caused by such written order shall constitute a "Dispute" within the meaning of the Disputes Clause of the Special Provisions of this Contract and be administered accordingly.

3. AUDIT REQUIREMENT

- A. If the Contractor receives \$300,000 or more from all contracts administered and/or funded via County, the Contractor may be subject to Federal audit requirements per P.L. 98-502 "The Single Audit Act". The Contractor shall comply with OMB Circulars A-128, A-110 attachment F, and A-133 as applicable. The audit report shall be submitted to the County for review within the twelve months following the close of the fiscal year. The Contractor shall take any necessary corrective action to remedy any material weaknesses identified in the audit report within six months after the release date of the report. Maricopa County may consider sanctions as described in section 17 of OMB Circular A-128 for contractors not in compliance with the audit requirements. All books and records shall be maintained in accordance with Generally Accepted Accounting Principles (GAAP).
- B. The Contractor shall schedule an annual financial audit, to be conducted by an independent Certified Public Accountant, and submitted to the County for review within twelve months following the close of the program's fiscal year.

Contractor understands that failure to meet this requirement may result in loss of current funding and disqualification from consideration for future County-administered funding. This requirement applies equally to all of the Contractor's subcontractors.

5. SPECIAL REQUIREMENTS

- A. If the use of subcontractors is approved by County, the Contractor agrees to use written subcontracts/consultant agreements which conform to Federal and State laws, regulations and requirements of this Contract appropriate to the service or activity covered by the subcontract. These provisions apply with equal force to the subcontract as if the subcontractor were the Contractor referenced herein. The Contractor is responsible for Contract performance whether or not Subcontractors are used. The Contractor shall submit a copy of each Subcontract to County within fifteen (15) days of its effective date.
- B. The Contractor agrees to include in any subcontracts a provision to the effect that the subcontractor agrees that County shall have access to the subcontractor's facilities and the right to examine any books, documents and records of the subcontractor, involving transactions related to the subcontract and that such books, documents and records shall not be disposed of except as provided herein.

6. REPORTING REQUIREMENTS

- A. MIHS will submit monthly reports for each service provided to MCDPH based on the logic model goals and objectives submitted with the final grant to ADHS under the Transportation related Injury Prevention Program. MIHS Contractor agrees to submit monthly and annual progress reports on or before the tenth (10th) day of the month following the end of the reporting period. In addition, a quarterly expenditure report will be submitted and a quarterly invoice.
- B. Monthly Reports will consist of the following information:
 - Number of car seats distributed to families with unrestrained children under age 8;
 - Number of families who received car seat check ups;
 - Number of car seats distributed after hours by Pediatric ER staff;
 - Number of medical residents who rotate through Peds ED and the number of those residents who receive education on Child Safety Restraints.
 - Number of bicycle helmets distributed to families with children age 10 to 17 and younger siblings by MIHS clinical facility;
 - Number and location of wheeled sports safety community or group education sessions conducted;
 - Number of helmets distributed at community education events.

In addition, Maricopa Integrated Health System will:

- Annually report the demographic information of families served through TRIPP.
- Provide storage space for MCDPH TRIPP program car seats in the MIHS Medical Warehouse with inventory coordinated and controlled solely by OHPE and the MIHS TRIPP.

7. STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST

Notice is given that pursuant to A.R.S. § 38-511, County may cancel this Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S. § 38-511, County may recoup any fee or commission paid or due any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of County from any other party to the contract arising as the result of the Contract.

8. POLICY ON CONFIDENTIALITY

The Contractor and County each understand and agree that this Contract is subject to all State and Federal laws protecting client confidentiality.

9. LAWS, RULES AND REGULATIONS

The Contractor and County each understand and agree that this Contract is subject to all State and Federal laws, rules and regulations that pertain hereto.

10. ASSIGNMENTS

- A. Neither this Agreement, nor any portion thereof, may be assigned to another party by Maricopa County Department of Public Health without the written consent of the MIHS designated representative. Any attempt by the Maricopa County Department of Public Health to assign any portion of this Agreement without the written consent of MIHS shall constitute a breach of this Agreement, and may render this Agreement null and void.
- B. No assignment shall alter the Maricopa County Department of Public Health's legal responsibility to MIHS to assure that all of the provisions under this Agreement are carried out. All terms and conditions in this Agreement shall be included in all Maricopa County Department of Public Health's assignments.

- C. MIHS may, upon 90 days prior written notice, and without the consent of the other party hereto, assign this Agreement.

1. PURPOSE:

The purpose of this Inter-Governmental Agreement (“Agreement”) is to establish a relationship between MIHS and Public Health for the provision of ADHS grant funds to provide a transportation-related injury prevention program (TRIPP) to MIHS patients, including toddler car seats, bicycle helmets and child passenger and traffic safety education.

2. TERM:

The term of this agreement shall be from January 1, 2007 through December 31, 2007 and shall be renewed through amendment for additional terms of one (1) year each upon mutual agreement, depending on Maricopa County Department of Public Health’s receipt of continued funding from the ADHS and unless contract terminated.

3. AMENDMENTS AND EXTENSION:

All Amendments to and extensions of this Agreement shall be in writing and signed by both parties, as stated above.

4. RESPONSIBILITIES OF MIHS**SERVICE OBJECTIVES AND TASKS**

All goals and objectives as stated in the logic model submitted with the final grant to ADHS will be the responsibility of MIHS. Monthly progress on these goals will be reported.

Objective 1. MIHS will provide child passenger safety seat education and car seats to MIHS patient families identified at screening as not having an appropriate car seat for children under age 8.

Service Tasks:

- 1.1. Pediatric Emergency Department staff will screen families with children under age 8 presenting at the ED for car seat use.
- 1.2. Pediatric ER staff will refer families will be referred to the MIHS Transportation Related Injury Prevention Program (TRIPP) Coordinator for car seat education and installation. As needed on evenings and weekends, qualified Peds ER staff will educate and install car seats for families.
- 1.3. The MIHS TRIPP Program Coordinator will be responsible for the day-to-day operations of the program, including the ordering of 600 car seats, completing program data collection sheets and providing direct

education and instruction on car seat installation to families. The Coordinator will attempt to contact all families receiving car seats after one month to determine use and any barriers to use.

- 1.4. The MIHS TRIPP Coordinator will provide booster seat checks to MIHS patient families, especially those that have received seats through the MIHS TRIPP. Car seat checks will be documented.
- 1.5. The MIHS TRIPP Program Coordinator will participate in at least 4 community health fairs or car seat check events annually.

Objective 2. MIHS will facilitate Pediatric Emergency medical residents completion of an educational module and post-test on child passenger safety during clinical rotations.

Service Tasks:

- 2.1 Ninety-five percent (95%) of all residents participating in clinical rotations at the Maricopa Medical Center's Pediatric Emergency Department will be informed of the rotation requirement to complete the module and post-test.
- 2.2 The TRIPP Coordinator will review post test results with each resident completing the post test and provide follow up instruction as needed. The Coordinator will document this discussion.
- 2.3 The TRIPP Program Coordinator will maintain documentation of all residents completing post tests.

Objective 3. MIHS will provide wheeled sports safety education and helmets to 350 MIHS patients aged 10 to 17 and siblings identified as participating in wheeled sports activities, particularly bicycling.

Service Tasks:

- 1.6. MIHS will identify a staff person at each FHC that will be trained by the TRIPP Coordinator and/or Trauma Outreach Coordinator to fit helmets and administer the wheeled sports client intake sheet.
- 1.7. Pediatric ER and Pediatric Clinic staff will refer families to the TRIPP Coordinator for bicycle helmet fittings and administration of the wheeled sports client intake sheet after screening.
- 1.8. The MIHS TRIPP Program Coordinator will be responsible for the day-to-day operations of the program, including the ordering of 500 helmets for wheeled sports participants, facilitating the collection of program data collection sheets and providing direct education and instruction on helmet use and traffic safety to patients referred from

the MMC and CHC campus. The Coordinator will attempt to contact all families receiving helmets after one month to determine use and any barriers to use.

- 1.9. The MIHS TRIPP Program Coordinator, in collaboration with the Trauma Outreach Coordinator, will provide community education about wheeled sports safety that includes the distribution and fitting of 150 helmets. Community education events will include group education sessions on wheeled sports safety held at the MMC and/or CHC campus (3 events) and four (4) community health fairs/bike rodeos.
- 1.10. The MIHS Trauma Outreach Coordinator will conduct community and school-based wheeled sports injury prevention education using the "Helmet Your Head" curriculum and materials.

1. COMPENSATION

- A. MIHS will submit a quarterly invoice and quarterly expenditure report.
- B. MCDPH will, within thirty (30) working days from the date of receipt of Contractor's invoice, process and remit to the MIHS, warrant for payment. Should MCDPH made disallowance in the claim, the claim shall be processed to the reduced amount. MIHS shall be notified at the address below, in writing of the amount and reasons for any disallowances and shall be afforded the opportunity to document the appropriateness of the disallowed costs and to resubmit an invoice for payment.

Maricopa County Special Health Care District dba Maricopa
Integrated Health System
Business Office
P.O. Box 29670
Phoenix, Arizona 85038

- B. Should payment be more than sixty (60) days delinquent on undisputed changes, MIHS reserves the right to terminate this Contract.
- C. Each party assumes sole and exclusive responsibility for payment of any federal and state income taxes, federal social security taxes, workmen's and unemployment insurance benefits for its physicians, staff, agents and employees, as well as any and all other mandatory governmental deductions or obligations.

2. METHOD OF PAYMENT

- A. MIHS will provide monthly reports for each service provided required by MCDPH. These documents will report the total numbers served and the total amount of expenditures.
- B. Subject to ongoing review and possible modification during the contract term, MCDPH will pay the Contractor quarterly in arrears based on the services actually delivered during the preceding three months.
- C. MIHS will submit to MCDPH, no later than the 15th business day of the following month for the three months of service, a detailed invoice for reimbursement .

D. Quarterly invoices must be submitted to:

Toby Urvater, MSW
Program Director
Office of Health Promotion and Education
Maricopa County Department of Public Health
4041 North Central Avenue, Suite 1500
Phoenix, Arizona 85012

4. **NOTICE**

Any notice given under this Agreement shall be sent to the attention of the following:

MIHS
Contracts Administrator

2611 E. Pierce St

Phoenix, Arizona 85008
(602) 344-1498

Public Health
Siman Qaasim

4041 N. Central Ave.,
Suite. 1400
Phoenix, Arizona 85012
(602) 372-0674

**INTERGOVERNMENTAL AGREEMENT
MARICOPA COUNTY
by and through the
DEPARTMENT OF PUBLIC HEALTH
4041 N. Central Avenue, #1400, Phoenix, Arizona 85012**

1. Agreement No: C86-08-039-2-00 2. Agreement Type: Fee-For-Service
 3. Agreement Amount: \$85,000 4. Purpose: Transportation Related Injury Prevention Program
 5. Start Date: Jan. 1, 2008 6. Expiration Date: Dec.31, 2008

This Agreement is entered into by and between Maricopa County Special Health Care District dba Maricopa Integrated Health System (MIHS), referred to hereinafter as Contractor, and Maricopa County by and through its Department of Public Health, referred to hereinafter as County. Contractor, for and in consideration of the covenants and conditions set forth herein, shall provide and perform the services as set forth below. All rights and obligations of the parties shall be governed by the terms of this document, its Exhibits, Attachments and Appendices, including any Subcontracts or Amendments as set forth herein and in:

| | | | | | |
|------------|---|--------------------|-------------|---|----------------|
| Section I | - | General Provisions | Section III | - | Work Statement |
| Section II | - | Special Provisions | Section IV | - | Compensation |

This Agreement contains all the terms and conditions agreed to by the parties. No other understanding, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto. Nothing in this Agreement shall be construed as consent to any suit or waiver of any defense in a suit brought against Maricopa County, or the Contractor, in any State or Federal Court.

Legal Notice under this Agreement shall be given by personal delivery or by registered or certified mail to the addresses set forth below and shall be effective upon receipt by the party to whom addressed unless otherwise indicated in said notice.

Notice to Contractor: Maricopa County Special Health Care District dba Maricopa Integrated Health System (MIHS)
 Phone: (602) 344-1498 Address: 2611 E. Pierce, Phoenix, Arizona 85008

Notice to Department: Toby Urvater, Program Administrator, Office of Health Promotion & Education Phone: (602) 506-6853
 Address: 4041 North Central Avenue, Ste #1500, Phoenix, Arizona 85012

IN WITNESS WHEREOF, the parties enter into this Agreement:

Contractor : MARICOPA COUNTY SPECIAL
 HEALTHCARE DISTRICT
 D.B.A. MARICOPA INTEGRATED HEALTH SYSTEM

By: _____

Title Chair, MIHS Board of Directors

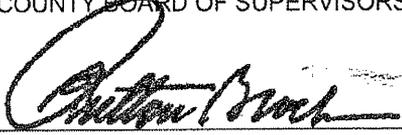
Date _____

Attest: _____

Clerk of the Board of Directors

Date: _____

MARICOPA COUNTY BOARD OF SUPERVISORS

Signature 

Name Fulton Brock

Title Chairman, Board of Supervisors

Date DEC 05 2007

Pursuant to A.R.S. §11-952, the Maricopa County Attorney's Office has determined that this Intergovernmental Agreement is within the powers and authority granted under the laws of the State of Arizona.

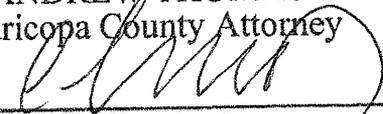
ATTEST:

DEPUTY


 Clerk of the Board

APPROVED AS TO FORM
 this 23 day of Nov., 2007

ANDREW THOMAS
 Maricopa County Attorney

By 
 Deputy County Attorney

All Amendments to this Contract must be in writing and signed by both parties.

5. **ADEQUACY OF RECORDS**

If the Contractor's books, records and other documents relevant to this Contract are not sufficient to support and document that allowable services were provided to eligible clients the Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

6. **RETENTION OF RECORDS**

A. This provision applies to all financial and programmatic records, supporting documents, statistical records and other records of the Contractor, which are reasonably considered as pertinent to this Agreement.

B. The Contractor agrees to retain all financial books, records, and other documents relevant to this Contract for five (5) years after final payment or until after the resolution of any audit questions which could be more than five (5) years, whichever is longer. The County or Federal or State auditors and any other persons duly authorized by County shall have full access to, and the right to examine, copy and make use of any and all said materials.

7. **ASSIGNMENT / SUBCONTRACTING**

No rights, liability, obligations or duties under this contract may be assigned, delegated or subcontracted without the prior written approval of County.

8. **AUDIT DISALLOWANCES**

A. The Contractor shall, upon written demand therefore, reimburse Maricopa County for any payments made under this Contract which are disallowed by a Federal, State or Maricopa County audit in the amount of the disallowance, as well as court costs and attorney fees which Maricopa County incurs to pursue legal action relating to such a disallowance.

B. If at any time it is determined by County that a cost for which payment has been made is a disallowed cost, County shall notify the Contractor in writing of the disallowance and the required course of action, which shall be at the option of County either to adjust any future claim submitted by the Contractor by the amount of the disallowance or to require repayment of the disallowed amount by the Contractor.

9. **CONTRACT COMPLIANCE MONITORING**

County shall monitor the Contractor's compliance with, and performance under, the terms and conditions of this Contract. On-site visits for Contract compliance monitoring may be made by County and/or its grantor agencies at any time during the Contractor's normal business hours, announced or unannounced. The Contractor shall make available for inspection and/or copying by County, all records

notice to Contractor in the event of a non-performance of stated objectives or other material breach of contractual obligations; or upon the happening of any event which would jeopardize the ability of the Contractor to perform any of its contractual obligations

13. TERMINATION

- A. County or the Contractor may terminate this Contract at any time with at least thirty (30) days prior written notice to the other party. Such notice shall be given by personal delivery or by Registered or Certified Mail, return receipt requested.
- B. This Contract may be terminated by mutual written agreement of the parties specifying the termination date therein.
- C. Termination – Availability of Funds
If any action is taken by the funding agency, Arizona Department of Health Services, to suspend, decrease or terminate its fiscal obligations under or in connection with the MCDPH grant, MCDPH may suspend, decrease or terminate its obligations under or in connection with this contract. In the event of termination, MCDPH shall be liable for payment for only services rendered prior to the effective date of termination, provided that such services are performed in accordance with the provisions of this Contract. MCDPH will give written notice at least 10 days in advance of the effective date of any suspension, amendment or termination under this section.

14. TERMINATION FOR BREACH

This Agreement may be terminated at any time by either party upon at least ten (10) days prior written notice of such termination to the other party upon default or breach by such party of one or more of its obligations hereunder.

15. SEVERABILITY

Any provision of this Contract which is determined to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof, and remaining provisions shall remain in full force and effect.

16. STRICT COMPLIANCE

Acceptance by County of performance not in strict compliance with the terms hereof shall not be deemed to waive the requirement of strict compliance for all future performance obligations. All changes in performance obligations under this Contract must be in writing.

17. NON-LIABILITY

Maricopa County and its officers and employees shall not be liable for any act or omission by the Contractor or any subcontractor, employee, officer, agent, or

The Contractor will take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, age, handicap, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor shall to the extent such provisions apply, comply with Title VI and VII of the Federal Civil Rights Act; the Federal Rehabilitation Act; the Age Discrimination in Employment Act; the Immigration Reform and Control Act of 1986 (IRCA) and Arizona Executive Order 99-4 which mandates that all persons shall have equal access to employment opportunities. The Contractor shall also comply with all applicable provisions of the Americans with Disabilities Act of 1990.

24. RIGHT OF PARTIAL CANCELLATION

If more than one activity is funded by this Contract, the County reserves the right to terminate this Contract or any part thereof based upon the Contractor's failure to perform any part of this Contract without impairing, invalidating or canceling the remaining Work Statement obligations.

25. RIGHT TO EXTEND CONTRACT

Subject to the availability of funds and acceptable Contractor performance, the Contractor hereby acknowledges and agrees that the County shall have the right to extend this contract for additional periods, not to exceed a total term of three (3) years, except that the cost will be subject to renegotiation. Any extension of contract period must be mutually acceptable to the County and the Contractor and signed by both parties in writing.

26. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

A. The undersigned (authorized official signing for the Contractor) certifies to the best of his or her knowledge and belief, that the Contractor, defined as the primary participant in accordance with 45 CFR Part 76, and its principals:

- 1) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- 2) have not within 3-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- 3) are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses

1. DISPUTES

Except as otherwise provided by law, any dispute arising under this Contract shall be submitted to the Maricopa County Dispute Process as specified in Maricopa County Procurement Code Section MC1-906 which is hereby incorporated by reference. This cause shall not apply to claims arising from bodily injury, death, or property damage.

2. CHANGES

- A. The Director may, at any time, by written order, make changes within the general scope of this Contract in any one or more of the following areas:
1. Work Statement activities reflecting changes in the scope of services, Funding Source or County regulations, policies or requirements
 2. Administrative requirements such as changes in reporting periods, frequency of reports, or report formats required by funding source or County regulations, policies or requirements
 3. Contractor reimbursement schedules and/or program budgets
- B. Such order will not serve to increase or decrease the maximum reimbursable amount to be paid the Contractor. Additionally, such order will not direct substantive changes in services to be rendered by the Contractor.
- C. Any dispute or disagreement caused by such written order shall constitute a "Dispute" within the meaning of the Disputes Clause of the Special Provisions of this Contract and be administered accordingly.

3. AUDIT REQUIREMENT

- A. If the Contractor receives \$300,000 or more from all contracts administered and/or funded via County, the Contractor may be subject to Federal audit requirements per P.L. 98-502 "The Single Audit Act". The Contractor shall comply with OMB Circulars A-128, A-110 attachment F, and A-133 as applicable. The audit report shall be submitted to the County for review within the twelve months following the close of the fiscal year. The Contractor shall take any necessary corrective action to remedy any material weaknesses identified in the audit report within six months after the release date of the report. Maricopa County may consider sanctions as described in section 17 of OMB Circular A-128 for contractors not in compliance with the audit requirements. All books and records shall be maintained in accordance with Generally Accepted Accounting Principles (GAAP).
- B. The Contractor shall schedule an annual financial audit, to be conducted by an independent Certified Public Accountant, and submitted to the County for review within twelve months following the close of the

In addition, Maricopa Integrated Health System will:

- Annually report the demographic information of families served through TRIPP.
- Provide storage space for MCDPH TRIPP program car seats in the MIHS Medical Warehouse with inventory coordinated and controlled solely by OHPE and the MIHS TRIPP.

6. STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST

Notice is given that pursuant to A.R.S. § 38-511, County may cancel this Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S. § 38-511, County may recoup any fee or commission paid or due any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of County from any other party to the contract arising as the result of the Contract.

7. POLICY ON CONFIDENTIALITY

The Contractor and County each understand and agree that this Contract is subject to all State and Federal laws protecting client confidentiality.

8. LAWS, RULES AND REGULATIONS

The Contractor and County each understand and agree that this Contract is subject to all State and Federal laws, rules and regulations that pertain hereto.

9. ASSIGNMENTS

- A. Neither this Agreement, nor any portion thereof, may be assigned to another party by Maricopa County Department of Public Health without the written consent of the MIHS designated representative. Any attempt by the Maricopa County Department of Public Health to assign any portion of this Agreement without the written consent of MIHS shall constitute a breach of this Agreement, and may render this Agreement null and void.
- B. No assignment shall alter the Maricopa County Department of Public Health's legal responsibility to MIHS to assure that all of the provisions under this Agreement are carried out. All terms and conditions in this Agreement shall be included in all Maricopa County Department of Public Health's

1. PURPOSE:

The purpose of this Inter-Governmental Agreement ("Agreement") is to establish a relationship between MIHS and Public Health for the provision of ADHS grant funds to provide a transportation-related injury prevention program (TRIPP) to MIHS patients, including toddler car seats, bicycle helmets and child passenger and traffic safety education.

2. TERM:

The term of this agreement shall be from January 1, 2008 through December 31, 2008 and can be renewed automatically for three (3) additional terms of one (1) year terms each upon mutual agreement, assuming Maricopa County Department of Public Health receives continued funding from the ADHS and unless contract terminated.

3. AMENDMENTS AND EXTENSION:

All Amendments to and extensions of this Agreement shall be in writing and signed by both parties, as stated above.

4. RESPONSIBILITIES OF MIHS**SERVICE OBJECTIVES AND TASKS**

All goals and objectives as stated in the logic model submitted with the final grant to ADHS will be the responsibility of MIHS. Monthly progress on these goals will be reported.

Objective1. MIHS will provide child passenger safety seat education and car seats to MIHS patient families identified at screening as not having an appropriate car seat for children under age 8.

Service Tasks:

- 1.1 Pediatric Emergency Department staff will screen families with children under age 8 presenting at the ED for car seat use.
- 1.2 Pediatric ER staff will refer families will be referred to the MIHS Transportation Related Injury Prevention Program (TRIPP) Coordinator for car seat education and installation. As needed on evenings and weekends, qualified Peds ER staff will educate and install car seats for families.
- 1.3 The MIHS TRIPP Program Coordinator will be responsible for the day-to-day operations of the program, including the ordering of 600 car

- 1.3 The MIHS TRIPP Program Coordinator will be responsible for the day-to-day operations of the program, including the ordering of 500 helmets for wheeled sports participants, facilitating the collection of program data collection sheets and providing direct education and instruction on helmet use and traffic safety to patients referred from the MMC and CHC campus. The Coordinator will attempt to contact all families receiving helmets after one month to determine use and any barriers to use.
- 1.4 The MIHS TRIPP Program Coordinator, in collaboration with the Trauma Outreach Coordinator, will provide community education about wheeled sports safety that includes the distribution and fitting of 150 helmets. Community education events will include group education sessions on wheeled sports safety held at the MMC and/or CHC campus (3 events) and four (4) community health fairs or /bike rodeos.
- 1.5 The MIHS Trauma Outreach Coordinator will conduct community and school-based wheeled sports injury prevention education using the "Helmet Your Head" curriculum and materials.

contract term, MCDPH will pay the Contractor quarterly in arrears based on the services actually delivered during the preceding three months.

- C. MIHS will submit to MCDPH, no later than the 15th business day of the following month for the three months of service, a detailed invoice for reimbursement .

- D. Quarterly invoices must be submitted to:

Toby Urvater, MSW
Program Director
Office of Health Promotion and Education
Maricopa County Department of Public Health
4041 North Central Avenue, Suite 1500
Phoenix, Arizona 85012

4. NOTICE

Any notice given under this Agreement shall be sent to the attention of the following:

| | |
|-------------------------|------------------------|
| MIHS | Public Health |
| Contracts Administrator | Leah Chavez |
| Marilynn Amor | |
| 2611 E. Pierce St | Grant/Contract Unit |
| Phoenix, Arizona 85008 | 4041 N. Central Avenue |
| (602) 344-1498 | Suite 1400 |
| | Phoenix, Arizona 85012 |
| | (602) 372-0674 |