

RESOLUTION NO. 193 -22
OF THE GOVERNING BODY OF THE
YAVAPAI-APACHE NATION

A Resolution Approving a Memorandum of Agreement between the Yavapai-Apache Nation and the Inter Tribal Council of Arizona (ITCA) Providing Grant Funding for Implementation of the CDC Grant for Good Health and Wellness in Indian Country

- WHEREAS:** The Yavapai-Apache Tribal Council (“Council”) is authorized to represent the Yavapai-Apache Nation (“Nation”) and act on all matters that concern the health and welfare of the Nation, and to make decisions not inconsistent with or contrary to the Constitution of the Yavapai-Apache Nation (“Constitution”) as provided by Article V (a) of the Constitution; and
- WHEREAS:** The Council is authorized to manage all tribal economic affairs and enterprises of the Nation and to appropriate and regulate the use of tribal funds, as provided by Article V (i) and (k), respectively, of the Constitution;
- WHEREAS:** The Council is authorized to negotiate with Federal, State, and local governments and to accept grants and donations from any person, organization, state, or the United States as provided by Article V (b) and (s), respectively, of the Constitution; and
- WHEREAS:** The Council, as the legislative body of the Nation, is authorized to enact laws, ordinances, and resolutions incidental to the exercise of its legislative powers as provided by Article V(v) of the Constitution; and
- WHEREAS:** The Nation currently provides various services for the benefit of its community members under Federal programs administered by the Inter Tribal Council of Arizona, Inc., through agreements with the Nation; and
- WHEREAS:** The Nation and ITCA wish to enter into a Memorandum of Agreement (“MOA”) providing the Nation grant funding for implementation of the Centers for Disease Control and Prevention (CDC) grant titled *Good Health and Wellness in Indian Country*, which grant provides strategies and programs to reduce rates of death and disability from tobacco, diabetes, heart disease and stroke through activities and services in accordance with the terms and conditions of the MOA attached to this resolution as **Exhibit A**; and
- WHEREAS:** Under the MOA the Nation will receive funds, not to exceed **Forty-Six Thousand Dollars (\$46,000.00)**, to pay for said activities and services for the period **September 30, 2022, through September 29, 2023**; and

WHEREAS: The Council finds it in the best interest of the Nation to approve the attached MOA between the Nation and ITCA for the *Good Health and Wellness in Indian Country* grant for the benefit of the Nation's community members.

NOW THEREFORE BE IT RESOLVED that the Yavapai-Apache Tribal Council, in Council assembled, at which a quorum is present, hereby approves the attached MOA between the Nation and ITCA in accordance with its Terms and Conditions (a copy of which is attached hereto as **Exhibit A** and incorporated herein by reference).

BE IT FINALLY RESOLVED that the Chairwoman and Vice-Chairman, or either of them, are hereby authorized to take such further action as deemed necessary to carry out the intent and purposes of this Resolution.

CERTIFICATION

I hereby certify that the foregoing resolution was adopted by an affirmative vote of the Tribal Council, with a quorum in attendance, presented for approval on October 20 2022, by a vote of 7 7 in favor, 0 opposed and 0 abstaining, pursuant to the authority contained under the Constitution of the Yavapai-Apache Nation as cited above.



Tanya Lewis, Chairwoman

ATTEST:

Karla Reimer
Karla Reimer, Council Secretary

Approved as to Form:



Office of the Attorney General

EXHIBIT A

**MEMORANDUM OF AGREEMENT
BETWEEN THE
INTER TRIBAL COUNCIL OF ARIZONA, INC.
AND
THE YAVAPI-APACHE NATION
FOR
GOOD HEALTH AND WELLNESS IN INDIAN COUNTRY**

**CONTRACT# GHWIC-FY23-YAN-00
FOR PROGRAM YEAR
SEPTEMBER 30, 2022 – SEPTEMBER 29, 2023**

October 20, 2023



October 5, 2022

Jon Huey, Chairman
Yavapai-Apache Nation
2400 W. Datsi Street
Camp Verde, Arizona 86322

Re: Good Health & Wellness in Indian Country FY 22-23 Memorandum of Agreement

Dear Chairman Huey:

Attached are two Memorandum of Agreements (MOA) for the Good Health and Wellness in Indian Country (GHWIC) Project between the Inter Tribal Council of Arizona, Inc. (ITCA) and Yavapai-Apache Nation. The Yavapai-Apache Nation is eligible to receive up to \$46,000 based on the terms and completed deliverables listed in the MOA for the fiscal year from September 30, 2022, through September 29, 2023.

Please review, sign and return both copies to our office at your earliest convenience. After we receive the signed copies, I will sign the agreements and return one original copy for your files. ITCA looks forward to working with you to successfully accomplish the GHWIC Project goals. If you have any questions please contact Alida Montiel, Health and Human Services Director at alida.montiel@itcaonline.com or call (602) 258-4822.

Sincerely,

Maria Dadgar, MBA
Executive Director
Inter Tribal Council of Arizona, Inc.

cc: Lavina Sanchez, GHWIC Site Coordinator
File

Attachment

- Ak-Chin Indian Community
- Cocopah Indian Tribe
- Colorado River Indian Tribes
- Fort McDowell Yavapai Nation
- Fort Mojave Indian Tribe
- Gila River Indian Community
- Havasupai Tribe
- Hopi Tribe
- Hualapai Tribe
- Kaibab Band of Paiute Indians
- Pascua Yaqui Tribe
- Pueblo of Zuni
- Quechan Tribe
- Salt River Pima-Maricopa Indian Community
- San Carlos Apache Tribe
- San Juan Southern Paiute Tribe
- Tohono O'odham Nation
- Tonto Apache Tribe
- White Mountain Apache Tribe
- Yavapai-Apache Nation
- Yavapai-Prescott Indian Tribe

**MEMORANDUM OF AGREEMENT
BETWEEN THE
INTER TRIBAL COUNCIL OF ARIZONA, INC.
AND
YAVAPAI-APACHE NATION
FOR A
GOOD HEALTH AND WELLNESS IN INDIAN COUNTRY
CONTRACT#: GHWIC-FY23-YAN-00**

September 30, 2022 – September 29, 2023

THIS MEMORANDUM OF AGREEMENT (MOA), is made and entered into by THE INTER TRIBAL COUNCIL OF ARIZONA, INC. (ITCA) and the YAVAPAI-APACHE NATION (TRIBE).

WHEREAS, the Inter Tribal Council of Arizona, Inc. is a not-for-profit Tribal consortium established in 1952, to provide a united voice for Tribal governments located in the State of Arizona to address common issues and concerns, including the health, safety and welfare of ITCA Member Tribes. Currently, ITCA's membership includes 21 of the 22 Tribes in Arizona, and

WHEREAS, ITCA Health and Human Services (ITCA HHS) provides Member Tribes and Tribes served by the IHS Phoenix and Tucson Service Areas leadership, training, and technical assistance in the areas of Tribal early childhood, social services, and health promotion including chronic disease prevention, and

WHEREAS, the TRIBE is a federally recognized Indian Tribe and sovereign entity vested with responsibility and authority to protect and enhance the health, safety and welfare of its Tribal community members, and

WHEREAS, the TRIBE has expressed an interest in working with ITCA to improve the health of Tribal members by reducing the prevalence of commercial tobacco, obesity, diabetes, heart disease, stroke and other chronic disease risk factors and conditions through the implementation of the following community-chosen and culturally adapted policies, systems, environmental changes or community-clinical linkage strategies:

- Increasing the number of places offering healthy food options (e.g. fresh produce, low sodium options) and beverages as a result of improvements to the food system
- Increasing the opportunities for physical activity, with an emphasis on walking
- Increasing community services to promote and support breastfeeding
- Reducing the prevalence of commercial tobacco use through tobacco free policies
- Reducing the incidence of type 2 diabetes
- Reducing prevalence of high blood pressure
- Reducing prevalence of high blood cholesterol

NOW, THEREFORE, in consideration of the mutual promises and representations set forth in this MOA, ITCA and TRIBE mutually agree as follows:

A. SOVEREIGN IMMUNITY

The TRIBE shall have such immunity as provided by applicable law, and unless expressly provided herein, nothing in this MOA shall be construed as a waiver of sovereign immunity by

the TRIBE, whether express or implied, or as a consent to the jurisdiction of any Federal or State Court.

B. PARTNERSHIP TASKS

1. **APPLICABLE GRANT.** The ITCA HHS will work collaboratively with the TRIBE pursuant to this MOA and the requirements of the Centers of Disease Control and Prevention (CDC) – National Center for Chronic Disease Prevention and Health Promotion, Grant #: NU58DP006730-02-00, CFDA# 93.479, to assist the TRIBE to implement the CDC grant titled as *Good Health and Wellness in Indian Country* (Grant).
2. **FUTURE WORK UNDER CDC GRANT CONTEMPLATED BY THE PARTIES.** The parties desire and anticipate continued work under the CDC Grant in the future to implement the Grant. The TRIBE agrees to work in good faith with ITCA to develop future amendments to this MOA in order to implement the requirements of the CDC Grant.
3. **IMPLEMENTATION.** The TRIBE will appoint or retain experienced personnel to serve as a site coordinator who shall be capable and devoted to carrying out the deliverables for this MOA as outlined in the Attachment A – Scope of Work. The site coordinator will identify and recruit community members to form a coalition and key stakeholders. The site coordinator will lead the coalition to assist with the completion of project deliverables. The site coordinator, with the help of coalition members, will utilize the following assessment:
 - a. A Policy Tracking Survey will be completed annually to identify existing policies within the community and existing resources within the TRIBE. Any needs and gaps of resources identified in the Policy Tracking Survey will be prioritized to focus on one or more of the CDC Grant prevention strategies.
 - b. The ITCA HHS will establish a Chronic Disease Prevention Working Group to work with the TRIBE and staff will provide the TRIBE with assistance in laying the foundation to assess gaps in services and identify areas of training and technical assistance needed by Tribal health department staff including health care providers.
4. **TIME OF PERFORMANCE.** This MOA shall commence on September 30, 2022, and shall continue through September 29, 2023.
5. **SCOPE OF WORK.** The TRIBE shall provide the work and perform the tasks in cooperation with ITCA HHS as described in **Attachment A – Scope of Work**. Except as modified by, or specified in this MOA, TRIBE shall be solely responsible to provide the necessary services and personnel to carry out the described project. All activities shall be performed in a professional manner to the highest applicable standards.

C. CONFIDENTIALITY OF DATA

1. Pursuant to the requirements of the CDC Grant and this MOA, the TRIBE will complete a Social Network Analysis (SNA) Survey to map peer-to-peer connections among the Tribal sites funded by this CDC Grant. The SNA survey will be completed during Chronic Disease Prevention Working Group meetings scheduled during the grant cycle. As part of this process

and in relation to other work performed under this MOA, the TRIBE agrees to provide information gathered or developed as part of the grant deliverables under this MOA (collectively "Tribal Data") to ITCA HHS so that ITCA can compile, analyze and develop a Community-Based Action Plan (CBAP) per the CDC Grant for the TRIBE. As part of this process and in order to achieve the goals of the CDC Grant, the TRIBE further acknowledges and agrees that:

- a. Under the terms of the CDC Grant, ITCA HHS is required to archive and provide the CDC with access to the Tribal Data, upon request and to the extent consistent with law.
- b. ITCA HHS may use and analyze existing and future aggregated health data and pertinent information that it already collects or has access to as part of its general program activities to further the goals and objectives of the CDC Grant, including in the development of the CBAP for this current year.
- c. Additional quantitative and qualitative Tribal Data will also be collected from the TRIBE pursuant to the CDC Grant and this MOA. This data may include structured key informant interviews and materials learned or developed from local focus groups, and levels of participation and processes which will be de-identified as part of the CBAP.

Other sources of Tribal Data and technical assistance that may be used or relied upon by ITCA HHS to fulfill the requirements of the CDC Grant include, but are not limited to, ITCA Tribal Epidemiology Center (ITCA TEC) generated reports, quantitative Indian Health Service data, including de-identified Resource and Patient Management System (RPMS) data, and other Tribal, and state data (aggregated), death rates, and other data sources pursuant to requirements of applicable law and Tribal policy.

- d. All Tribal Data provided to or collected by ITCA HHS under this MOA will continue to be available to ITCA for the purposes of meeting any other requirements or obligations of the CDC Grant (Years 1-5) FY 2020 – FY 2024.
 - e. Upon notification by the TRIBE, the ITCA HHS will notify ITCA TEC that the TRIBE requests technical assistance as noted in section C. 1. d.
2. Subject to such other reasonable terms and conditions as the TRIBE may deem necessary for the protection of confidentiality and privacy of its Tribal members under applicable law and Tribal policy, TRIBE agrees that ITCA shall be permitted to share with the CDC and the CDC designated National Tribal Coordinating Center (TCC), the Alaska Native Tribal Health Consortium (ANTHC) background information, including information provided in the quarterly reports that may include lessons learned, strategies, and outcomes as a result of the CDC Grant, both during the timeframe of the Grant and after the conclusion of the five-year CDC grant period. TCC-ANTHC coordinates communication and evaluation efforts, and documents success stories with measurable impact for the CDC Grant (Years 1 – 5). If there are additional terms and conditions, they shall be set forth in writing, executed by both parties and attached to this MOA in the form of an exhibit or addendum. All Tribal Data and other information delivered to ITCA by the TRIBE under the terms of this MOA shall be delivered by the TRIBE through a safe and secure means such as: uploaded to a safe and secure data exchange location as specified by ITCA HHS, an encrypted "zip file" sent from an encrypted

e-mail from the Health Director or designated staff, or saved on an encrypted flash drive or as mutually agreed upon by the parties.

3. ITCA HHS will require all staff to maintain the Tribal Data received or developed under this MOA as confidential and sensitive information that will remain protected from unwarranted or unnecessary disclosure or dissemination as required by any applicable provision of the Privacy Act of 1974, as amended at 5 U.S.C. 552a, the Health Insurance Portability and Accountability Act of 1996 (Pub. L. 104-191) or other laws.
4. ITCA agrees to take appropriate disciplinary action against any person determined to have violated the requirements of this MOA and shall notify the Points of Contact for the TRIBE in writing within forty-eight (48) hours of learning of any violation of the confidentiality requirements of this MOA.
5. Any other provisions of this MOA notwithstanding, the TRIBE shall bear the sole responsibility to review all Tribal Data or other information in advance of providing such information to ITCA in order to ensure that the TRIBE remains in compliance with any existing obligation that it may have under contract or law to prohibit the secondary dissemination of protected information beyond the TRIBE.

D. POINTS OF CONTACT

In order to coordinate the tasks pursuant of the CDC Grant and ensure all data quality needs or other requirements of the CDC Grant are met in a timely manner, TRIBE agrees to communicate regularly about the project and the implementation of the applicable provisions of the CDC GRANT with ITCA HHS, and other applicable designated Points of Contact for ITCA identified in **Attachment C – Contact List**.

E. PROJECT SCHEDULE

TRIBE shall utilize the schedule for deliverables as described in **Attachment D – Project Schedule** to assist in identifying due dates for each completed deliverable.

F. INVOICES AND PAYMENT

For the work and activities to be conducted under this MOA, and upon the receipt and approval of the invoices, ITCA shall compensate TRIBE in accordance with the rates for each deliverable specified in **Attachment B - Cost Sheet**. Invoices shall itemize deliverables completed as listed in the “Cost Sheet” on an invoice form provided by ITCA. Deliverables will be invoiced based on the completion dates noted on the ITCA Program Summary Form and submitted quarterly.

1. **AMOUNTS PAYABLE.** The amounts payable under this MOA shall not exceed \$46,000.00 for the budget period September 30, 2022, through September 29, 2023.
2. **OTHER COSTS.** The TRIBE is responsible for all other costs not listed in **Attachment B - Cost Sheet**, such as utilities, building repairs, travel expenses, meals, and incidental expenses and shall not be invoiced to ITCA.
3. **EXPANDED AUTHORITY.** The parties also recognize that the CDC exercised its “expanded authority” for carryover of funds associated with Tribes who participate in the CDC Grant (FY 2020 – FY 2024), which may permit these eligible Tribes to spend unobligated funds in a following budget period for any approved cost(s) that falls within the scope and objectives of

the project. Any eligible Tribe seeking to use carryover funds beyond the specified timeframe of the MOA must notify and receive written approval from ITCA prior to using said carryover funds.

G. PROMPT PAYMENT CLAUSE

Unless reasonable grounds exist for dispute, payment will be made within 30 days of receipt of invoice.

H. TIMELY SUBMISSION OF QUARTERLY PROGRAM REPORTS

TRIBE shall submit four quarterly program reports by January 6, 2023, April 7, 2023, July 7, 2023 and October 6, 2023. ITCA will provide the quarterly report template to the TRIBE. In addition, a Project Summary Report, provided by ITCA, will be generated quarterly, approved by ITCA and TRIBE, to verify completed deliverables so that an invoice may be generated.

I. TIMELY SUBMISSION OF FINAL INVOICE

TRIBE shall submit the final invoice by November 24, 2023. ITCA may not honor any final invoices submitted after the deadline regardless of receipt of the deliverable.

J. PROGRAM PERFORMANCE

ITCA will monitor the performance of the TRIBE and its delivery of program activities based on **Attachment D – Project Schedule** and deliverables and other criteria set forth in this MOA and its attachments and the CDC Grant. If the TRIBE is in need of a performance improvement, ITCA will provide a timeline improvement plan with technical assistance available. If the TRIBE does not improve program performance, ITCA may take further action, including suspension or termination of this MOA.

K. SUBCONTRACTING

TRIBE may not, without the written consent of ITCA, assign, subcontract, or delegate obligations under this MOA.

L. FEDERAL FUNDS

This project is supported with federal funds from the Centers of Disease Control and Prevention – National Center for Chronic Disease Prevention and Health Promotion, Grant#: NU58DP006730-01-00, CFDA# 93.479. Should federal funds cease to be available under the CDC Grant, TRIBE agrees to stop work under this MOA upon written request of ITCA.

M. GRANT FUNDING RESTRICTIONS

TRIBE acknowledges and agrees that grant funds are restricted from the actual building or construction of physical structures and the like (i.e. sidewalks for pedestrians).

N. COMPLIANCE WITH FEDERAL LAW AND CONTRACT REQUIREMENTS

The work performed by TRIBE under this MOA is subject to the requirements of the Grant, all applicable provisions of federal law, and all terms and conditions applicable to subrecipients outlined in **Attachment E – General Terms and Requirements**, which are expressly incorporated in this MOA as if stated in full.

O. AMENDMENTS

This MOA may be amended from time to time as mutually agreed by the Parties, including for purposes of undertaking future health related data projects as specified by the CDC Grant and mutually approved by TRIBE and ITCA. All amendments must be in writing and signed by both parties.

P. INDEMNIFICATION

To the fullest extent permitted by law, the TRIBE agrees to defend, indemnify, and hold harmless the ITCA under this MOA and its officers, agents, and employees from all claims, losses, and causes of actions arising out of, resulting from, or in any manner connected with this MOA, to the extent such claim, loss, cause of action, damage or injury is caused or contributed to by the negligent acts or omissions of TRIBE.

Q. TERMINATION OF AGREEMENT FOR CAUSE

In the event there is a dispute under this MOA, the parties should first informally discuss the problem with the appropriate Points of Contact in **Attachment C**. If the dispute cannot be resolved informally, and either party believes the dispute gives rise to a violation of any of the covenants, warranties, understandings or stipulations of this MOA, and the violation is not cured within 15 calendar days following the receipt of a written request to cure by the aggrieved party, the aggrieved party shall thereupon have the right to terminate this MOA by giving written notice to the other party of such termination and specifying the causes(s) for termination and the effective date thereof ("termination effective date"). In the event that ITCA provides written notice to TRIBE of its right to terminate this MOA for cause under this Section, TRIBE shall cease its work under this MOA as of the termination effective date of said notice and prepare a report for prompt delivery to ITCA that summarizes the expenses incurred and services performed under the MOA up to the termination effective date. Thereafter, TRIBE shall be entitled to compensation for services performed satisfactorily under this MOA and expenses incurred up to the termination effective date specified in the ITCA written notice of termination and any non-cancelable obligations incurrent in support of this MOA. Should the cause of termination lie with TRIBE, TRIBE shall prepare a report for prompt delivery to ITCA that summarizes the expenses incurred and services performed under the MOA up to the termination effective date. The parties shall thereafter act in good faith to resolve any amount of additional work that may be carried out by TRIBE under the MOA and compensation therefore.

R. TERMINATION OF AGREEMENT WITHOUT CAUSE

This MOA may be terminated by ITCA without cause upon 30-calendar day's advance written notice to TRIBE. The notice of termination shall stipulate any final performance, invoicing or payment requirements. Upon the receipt of the written notice of termination, TRIBE shall take immediate steps to stop performance and to cancel or reduce subsequent MOA costs under the MOA. In the event ITCA terminates this MOA without cause as provided in this Section, TRIBE shall be entitled to compensation for services performed satisfactorily under this MOA and expenses incurred up to the date of cancellation and any non-cancelable obligations incurrent in support of this MOA.

S. NOTICES

All communications and notices to the parties exercising any formal right under this MOA shall be in writing and shall be deemed duly given if delivered by mail to the Executive Director for the ITCA and the Chairperson of the TRIBE, with a copy to the Points of Contact listed in **Attachment C** of this MOA. Nothing in this Section S precludes the Points of Contact from communicating among one another regarding the day-to-day administration of this MOA.

T. RECORDS

TRIBE shall at all times, maintain accurate records, books, papers, accounting documents, internal controls and other evidence pertaining to its performance under or costs incurred pursuant to this MOA ("records"). Such records shall be maintained by TRIBE for a minimum period of three years from the date of final payment under this MOA or longer if required by federal law or the CDC Grant. Such records shall be readily available during the term of this MOA and during the retention period set forth in this Section for inspection, audit and/or duplication at all reasonable times by an authorized representative of ITCA.

U. TOTAL AGREEMENT

This MOA constitutes the total agreement between the parties. No promises, terms, or conditions that have not been expressly recited or incorporated herein shall be binding upon either of the Parties.

V. AUTHORITY

The signatories affirm that they have the authority to bind their respective parties to this MOA.

JON HUEY
CHAIRPERSON

MARIA DADGAR, MBA
EXECUTIVE DIRECTOR

SIGNED ON BEHALF OF TRIBE

SIGNED ON BEHALF OF ITCA



Vice Chairman 10-20-2022
Title Date

Title Date