

Board of Supervisors

Richard R. Searle
Chairman
District 3

Patrick G. Call
Vice-Chairman
District 1

Ann English
Supervisor
District 2



Michael J. Ortega
County Administrator

James E. Vlahovich
Deputy County Administrator

Katie A. Howard
Clerk

AGENDA FOR REGULAR BOARD MEETING

Tuesday, January 8, 2013 at 10:00 AM

BOARD OF SUPERVISORS HEARING ROOM
1415 MELODY LANE, BUILDING G, BISBEE, AZ 85603

ANY ITEM ON THIS AGENDA IS OPEN FOR DISCUSSION AND POSSIBLE ACTION

PLEDGE OF ALLEGIANCE

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

ROLL CALL

Members of the Cochise County Board of Supervisors will attend either in person or by telephone, video or internet conferencing.

Note that some attachments may be updated after the agenda is published. This means that some presentation materials displayed at the Board meeting may differ slightly from the attached version.

CALL TO THE PUBLIC

This is the time for the public to comment. Members of the Board may not discuss items that are not specifically identified on the agenda.

CONSENT

Board of Supervisors

1. Approve the Minutes of the regular meeting of the Board of Supervisors of December 18, 2012.

Court Administration

2. Approve the Judicial Funding Agreements for fiscal year 2012-2013 in the amount of \$3,694,507 as set forth in the attached exhibit.

Emergency Services

3. Accept Homeland Security grants in the aggregate amount of \$9,500: Homeland Security grant for \$2,500 for training, Homeland Security grant for \$2,500 for exercise, Homeland Security grant for \$2,500 for planning; Homeland Security grant for \$2,000 for Citizen Corps.

Finance

4. Approve demands and budget amendments for operating transfers.

Fleet

5. Approve the sale of a 1992 Broce T120 Road Power Broom, declared surplus by the Fleet Management Department, to the City of Benson in the amount of \$1,000.

Health

6. Approve the renewal of IGA# ADHS 13-0345334, Reproductive Health (previously IGA# HG854245), between the Arizona Department of Health Services and Cochise Health & Social Services, with a maximum billable amount of \$49,600.00, funded annually, for the five year period of 1/1/13 to 12/31/17.
7. Approve the renewal to IGA# ADHS12-022007, Proposition 201 Smoke Free Arizona Act (previously IGA# HG HG752220), between the Arizona Department of Health Services (ADHS) and Cochise Health & Social Services (CHSS). The maximum billable amount under this contract is currently \$69,807, funded annually. This contract renewal is for the five year period of 7/1/12 to 6/30/17.
8. Approve renewal of IGA# ADHS13-034429, Teen Pregnancy Prevention Program (previously HG861229), between the Arizona Department of Health Services and Cochise Health & Social Services, in the amount of \$136,414 annually, for the period of January 1, 2013 through December 31, 2017.
9. Approve a Memorandum of Understanding between Fry's Food Store in Sierra Vista and Cochise County for the purpose of providing mass distribution of vaccinations or medications in the event of a disaster or emergency to Fry's employees and their families, utilizing a closed point of dispensing method.
10. Approve a Memorandum of Understanding between Copper Queen Community Hospital and Cochise Health & Social Services regarding a drug discount program effective 1/8/2013 and to continue indefinitely.

PUBLIC HEARINGS

Community Development

11. Adopt Ordinance 13-01, approving Docket Z-12-07, conditionally amending the zoning district designation for Parcels 119-05-244 through 252, from SR-43 to RU-4, pursuant to the application of Mr. Michael Jantz.

Facilities

12. Present information and hold first of two Public Hearings for FY 2013 Community Development Block Grant Application Process for Cochise County to receive public input and to identify community needs in Cochise County.

Health

13. Adopt Resolution 13-01 to establish a schedule of fees for STD Testing Services provided by Cochise Health & Social Services for testing, education, screening and treatment of clients for sexually transmitted diseases, effective on and after February 11, 2013.

ACTION

Board of Supervisors

14. Elect _____ as Chairman of the Board of Supervisors, effective February 1, 2013.
15. Elect _____ as Vice-Chairman to the Board of Supervisors, effective February 1, 2013.

Community Development

16. Approve the waiver of Building Permit fees of \$80.00 for the construction of a residential porch for Mr. Billy M. Brown.

REPORT BY MICHAEL J. ORTEGA, COUNTY ADMINISTRATOR -- RECENT AND PENDING COUNTY MATTERS

SUMMARY OF CURRENT EVENTS

Report by District 1 Supervisor, Patrick Call

Report by District 2 Supervisor, Ann English

Report by District 3 Supervisor, Richard Searle

Pursuant to the Americans with Disabilities Act (ADA), Cochise County does not, by reason of a disability, exclude from participation in or deny benefits or services, programs or activities or discriminate against any qualified person with a disability. Inquiries regarding compliance with ADA provisions, accessibility or accommodations can be directed to Chris Mullinax, Safety/Loss Control Analyst at (520) 432-9720, FAX (520) 432-9716, TDD (520) 432-8360, 1415 Melody Lane, Building F, Bisbee, Arizona 85603.

Cochise County - 1415 Melody Lane, Building G - Bisbee, Arizona 85603
(520) 432-9200 - Fax (520) 432-5016 - Email: board@cochise.az.gov
www.cochise.az.gov

"PUBLIC PROGRAMS, PERSONAL SERVICE"

Board of Supervisors

Regular Board of Supervisors Meeting**Meeting Date:** 01/08/2013

Minutes

Submitted By: Arlethe Rios, Board of Supervisors**Department:** Board of Supervisors**Presentation:** No A/V Presentation**Document Signatures:****NAME** n/a
of PRESENTER:**Mandated Function?:****Recommendation:****# of ORIGINALS****Submitted for Signature:****TITLE** n/a
of PRESENTER:**Source of Mandate
or Basis for Support?:****Information****Agenda Item Text:**

Approve the Minutes of the regular meeting of the Board of Supervisors of December 18, 2012.

Background:

Minutes

Department's Next Steps (if approved):

Signed minutes routed for processing and posted on the internet.

Impact of NOT Approving/Alternatives:

n/a

To BOS Staff: Document Disposition/Follow-Up:

Send to the Recorder's Office for microfiche purposes.

AttachmentsMinutes

Court Administration

Regular Board of Supervisors Meeting**Meeting Date:** 01/08/2013

Approval of Fiscal Year 2012-2013 Judicial Funding Agreements

Submitted By: Regan Appelo, Court Administration**Department:** Court Administration**Presentation:** No A/V Presentation**Recommendation:** Approve**Document Signatures:** BOS Signature NOT Required**# of ORIGINALS** 0**Submitted for Signature:****NAME** N/A**TITLE** N/A**of PRESENTER:****of PRESENTER:****Mandated Function?:** Federal or State Mandate**Source of Mandate
or Basis for Support?:**

REMINDER: You will use this Agenda Item template if your item involves a Grant (whether a new or renewal grant). You also must attach the Grant Approval Form to the item before Finance will approve it. Select the SPECIAL LINKS on your left-hand menu and Click on "Grant Approval Form". Then complete the form, save it and attach it to your item (on the Attachments tab).

Information
Agenda Item Text:

Approve the Judicial Funding Agreements for fiscal year 2012-2013 in the amount of \$3,694,507 as set forth in the attached exhibit.

Background:

The Board of Supervisors has ministerial authority to approval all funding agreements entered into by the judicial branch as provided in ARS 11-251(1), "Supervise the official conduct of all county officers and officers of all districts and other subdivisions of the county charged with assessing, collecting, safekeeping, managing or disbursing the public revenues..."; ARS 11-251(10), "Examine and exhibit the accounts of all officers having the care, management, collection or disbursement of money belonging to the county or appropriated by law or otherwise for the use and benefit of the county."; ARS 11-251(11), "Examine, settle and allow all accounts legally chargeable against the county, order warrants to be drawn on the county treasurer for that purpose and provide for issuing warrants."; and 11-952, "If authorized by their legislative or other governing bodies, two or more public agencies or public procurement units by direct contract of agreement may contract for services...". The approval by the Board of Supervisors authorizes the County Treasurer to collect and the Finance Department to disburse funds in accordance with each funding agreement. None of the enclosed funding agreements allow funds to be used to pay overhead charges.

Department's Next Steps (if approved):

N/A

Impact of NOT Approving/Alternatives:

N/A

To BOS Staff: Document Disposition/Follow-Up:

Documents were hand delivered last with Mike Ortega 12/18/2012

Attachments

FY 12.13 Funding agreements

Emergency Services

Regular Board of Supervisors Meeting

Meeting Date: 01/08/2013

Homeland Security Grant

Submitted By: Mike Evans, Emergency Services

Department: Emergency Services

Presentation: No A/V Presentation

Recommendation: Approve

Document Signatures: BOS Signature NOT Required

of ORIGINALS 0

Submitted for Signature:

NAME of PRESENTER: na

TITLE of PRESENTER: na

Mandated Function?: Not Mandated

Source of Mandate
or Basis for Support?:

REMINDER: You will use this Agenda Item template if your item involves a Grant (whether a new or renewal grant). You also must attach the Grant Approval Form to the item before Finance will approve it. Select the SPECIAL LINKS on your left-hand menu and Click on "Grant Approval Form". Then complete the form, save it and attach it to your item (on the Attachments tab).

Information
Agenda Item Text:

Accept Homeland Security grants in the aggregate amount of \$9,500: Homeland Security grant for \$2,500 for training, Homeland Security grant for \$2,500 for exercise, Homeland Security grant for \$2,500 for planning; Homeland Security grant for \$2,000 for Citizen Corps.

Background:

The Homeland Security grants period for these FFY2012 grants runs until September 30, 2013. The Training grant will pay for the books and expenses for the FEMA courses that this office teaches in and around Cochise County as well as travel to other approved training courses; the Exercise grant will pay for any exercise expenses for any exercises conducted and paid for by this office as well as travel to other exercises in Arizona; the Planning grant pays for travel expenses associated with any planning activities conducted by this office; and the Citizen Corps grant will pay for the Community Emergency Response Team (CERT) classes conducted in Cochise County.

Department's Next Steps (if approved):

Emergency Services will complete the required paperwork and forward this to the Arizona Department of Homeland Security to finalize the grant process.

Impact of NOT Approving/Alternatives:

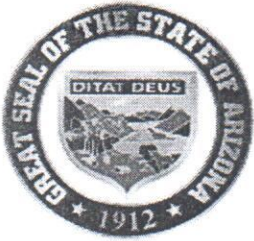
If these grants are not approved, the money will revert back to the Arizona Department of Homeland Security. The projects listed will not be funded and will not be accomplished.

To BOS Staff: Document Disposition/Follow-Up:

n/a

Attachments

Training Grant
Exercise Grant
Planning Grant
Citizen Corps Grant



State of Arizona Department of Homeland Security



Governor Janice K. Brewer

Director Gilbert M. Orrantia

September 21, 2012

Emergency Manager Michael Evans
Cochise County Emergency Services
1415 Melody Lane, Building G
Bisbee, AZ 85603

Subject: FFY 2012 Homeland Security Grant Program Award
Grant Agreement Number: **999400-03**
Project Title: **Cochise Training**

Dear Emergency Manager Michael Evans:

The application that your agency submitted to the Arizona Department of Homeland Security (AZDOHS) for consideration under the Homeland Security Grant Program has been partially awarded. The project titled "**Cochise Training**" has been **partially funded** under the STATE HOMELAND SECURITY GRANT PROGRAM for **\$2,500.00**. The grant performance period is **October 1, 2012 through September 30, 2013**. **Enclosed are modified Budget Narrative pages that identify approved funding elements.** This grant program is part of the U.S. Department of Homeland Security Grant Program and specifically is awarded under CFDA #97.067 (Catalog of Federal Domestic Assistance). Your application will be kept on file for additional funding consideration if fallout funding becomes available.

To initiate the award process, the following action items must be completed, signed and returned to AZDOHS:

1. Go to www.azdohs.gov under Grants and download two original Subgrantee Agreements.
2. Project Administration Page (enclosed).
3. Environmental and Historic Preservation (EHP) required documentation (if applicable, see attached EHP Designation Letter).
4. Complete NIMSCAST at www.fema.gov/nimscast. Per Federal Grant Guidance, sovereign nations are required to provide their respective State Administrative Agency access to their NIMSCAST data. For more information on NIMSCAST, contact Mariano Gonzalez at mariano.gonzalez@azdema.gov, or (602) 464-6327. No hard copy required.

Hard copies of the subgrantee agreement will **not** be mailed to you. These items must be completed and on file at AZDOHS in order for your agency to be eligible for reimbursement. **If all documentation listed in numbers 1, 2, and 3 above is not signed and received by AZDOHS on or before January 31, 2013 this award is rescinded and the funds will be reallocated.**

Additional grant requirements:

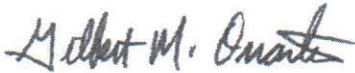
- Quarterly programmatic reports must be submitted on the most recent form/template, which was updated as of 10/1/2012. Previous versions of the quarterly report form/template will not be accepted.
- Subgrantees are required to submit a copy of their annual A133 Audit to AZDOHS each year. Subgrantees will not receive any positive action by AZDOHS, to include payment of reimbursements, until the A133 Audit has been received and, if applicable, an approved action plan for compliance.
- Reimbursements are limited to approved quantities and funding thresholds.
- All radio equipment purchased with Homeland Security funds must be P25 capable and programmed in accordance with the Arizona's State Interoperable Priority Programming Guide Channels, which include standard names for national channels as identified in the National Interoperability Field Operations Guide (NIFOG).
- If your project requires an Environmental and Historic Preservation (EHP) review, this must be completed, submitted and **approved** by FEMA/AZDOHS prior to any expenditure of funds.
- All projects that support training initiatives including FEMA approved/state sponsored training must be in compliance with grant guidance, the subgrantee agreement, and approved through the ADEM/AZDOHS training request process prior to execution of training.

- All projects that support exercises must be:
 - In compliance with grant guidance and the subgrantee agreement.
 - Must utilize the FEMA Homeland Security Exercise and Evaluation Program (HSEEP) Toolkit.
 - All exercises, documentation and After Action Reports/Improvement Plans (AAR/IP) must be posted via the HSEEP Toolkit within 60 days after completion of an exercise.
 - Within 60-days of completion of an exercise, the exercise host subrecipient is required to upload the AAR/IP into the HSEEP Toolkit and email the AAR/IP to the local County Emergency Manager, the FEMA Region IX Exercise POC, HSEEP@dhs.gov, the AZDOHS Strategic Planner, and the Arizona Department of Emergency Management (ADEM) Exercise Officer.
- All reimbursements for personnel costs must be in compliance with AZDOHS Time and Effort Reporting requirements.
- AZDOHS reserves the right to request additional documentation at any time.

If you should have any questions, please do not hesitate to contact your Strategic Planner.

Congratulations on your Homeland Security Grant Program award.

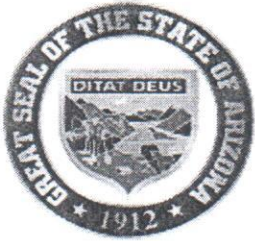
Sincerely,



Gilbert M. Orrantia
Director

Cc: Emergency Manager Michael Evans

Attachments: Project Administration Page, EHP Designation Letter, Application Summary Page, Budget Narrative page(s)



State of Arizona

Department of Homeland Security



Governor Janice K. Brewer

Director Gilbert M. Orrantia

September 21, 2012

Emergency Manager Michael Evans
Cochise County Emergency Services
1415 Melody Lane, Building G
Bisbee, AZ 85603

Subject: FFY 2012 Homeland Security Grant Program Award

Grant Agreement Number: **999400-01**

Project Title: **Cochise Exercise**

Dear Emergency Manager Michael Evans:

The application that your agency submitted to the Arizona Department of Homeland Security (AZDOHS) for consideration under the Homeland Security Grant Program has been partially awarded. The project titled "**Cochise Exercise**" has been **partially funded** under the STATE HOMELAND SECURITY GRANT PROGRAM for **\$2,500.00**. The grant performance period is **October 1, 2012 through September 30, 2013. Enclosed are modified Budget Narrative pages that identify approved funding elements.** This grant program is part of the U.S. Department of Homeland Security Grant Program and specifically is awarded under CFDA #97.067 (Catalog of Federal Domestic Assistance). Your application will be kept on file for additional funding consideration if fallout funding becomes available.

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Additional grant requirements:

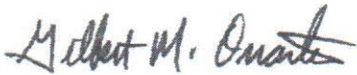
- Quarterly programmatic reports must be submitted on the most recent form/template, which was updated as of 10/1/2012. Previous versions of the quarterly report form/template will not be accepted.
- Subgrantees are required to submit a copy of their annual A133 Audit to AZDOHS each year. Subgrantees will not receive any positive action by AZDOHS, to include payment of reimbursements, until the A133 Audit has been received and, if applicable, an approved action plan for compliance.
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If you should have any questions, please do not hesitate to contact your Strategic Planner.

Congratulations on your Homeland Security Grant Program award.

Sincerely,



Gilbert M. Orrantia
Director

Cc: Emergency Manager Michael Evans

Attachments: Project Administration Page, EHP Designation Letter, Application Summary Page, Budget Narrative page(s)



State of Arizona Department of Homeland Security



Governor Janice K. Brewer

Director Gilbert M. Orrantia

September 21, 2012

Emergency Manager Michael Evans
Cochise County Emergency Services
1415 Melody Lane, Building G
Bisbee, AZ 85603

Subject: FFY 2012 Homeland Security Grant Program Award

Grant Agreement Number: **999400-02**

Project Title: **Cochise Planning**

Dear Emergency Manager Michael Evans:

The application that your agency submitted to the Arizona Department of Homeland Security (AZDOHS) for consideration under the Homeland Security Grant Program has been partially awarded. The project titled "**Cochise Planning**" has been **partially funded** under the STATE HOMELAND SECURITY GRANT PROGRAM for **\$2,500.00**. The grant performance period is **October 1, 2012 through September 30, 2013. Enclosed are modified Budget Narrative pages that identify approved funding elements.** This grant program is part of the U.S. Department of Homeland Security Grant Program and specifically is awarded under CFDA #97.067 (Catalog of Federal Domestic Assistance). Your application will be kept on file for additional funding consideration if fallout funding becomes available.

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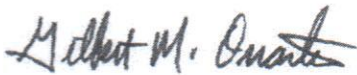
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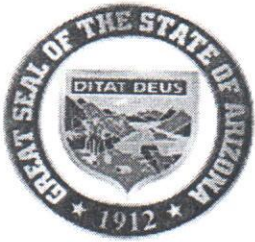
Sincerely,



Gilbert M. Orrantia
Director

Cc: Emergency Manager Michael Evans

Attachments: Project Administration Page, EHP Designation Letter, Application Summary Page, Budget Narrative page(s)



State of Arizona Department of Homeland Security



Governor Janice K. Brewer

Director Gilbert M. Orrantia

September 21, 2012

Emergency Manager Michael Evans
Cochise County Emergency Services
1415 Melody Lane, Building G
Bisbee, AZ 85603

Subject: FFY 2012 Homeland Security Grant Program Award
Grant Agreement Number: **999400-04**
Project Title: **Cochise Citizen Corps**

Dear Emergency Manager Michael Evans:

The application that your agency submitted to the Arizona Department of Homeland Security (AZDOHS) for consideration under the Homeland Security Grant Program has been partially awarded. The project titled "**Cochise Citizen Corps**" has been **partially funded** under the STATE HOMELAND SECURITY GRANT PROGRAM for **\$2,000.00**. The grant performance period is **October 1, 2012 through September 30, 2013**. **Enclosed are modified Budget Narrative pages that identify approved funding elements**. This grant program is part of the U.S. Department of Homeland Security Grant Program and specifically is awarded under CFDA #97.067 (Catalog of Federal Domestic Assistance). Your application will be kept on file for additional funding consideration if fallout funding becomes available.

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Additional grant requirements:

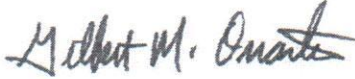
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If you should have any questions, please do not hesitate to contact your Strategic Planner.

Congratulations on your Homeland Security Grant Program award.

Sincerely,



Gilbert M. Orrantia
Director

Cc: Emergency Manager Michael Evans

Attachments: Project Administration Page, EHP Designation Letter, Application Summary Page, Budget Narrative page(s)

Regular Board of Supervisors Meeting

Meeting Date: 01/08/2013

Demands

Submitted By: Arlethe Rios, Board of Supervisors

Department: Board of Supervisors

Presentation: No A/V Presentation

Document Signatures:

NAME n/a
of PRESENTER:

Mandated Function?:

Recommendation:

of ORIGINALS

Submitted for Signature:

TITLE n/a
of PRESENTER:

**Source of Mandate
or Basis for Support?:**

Information

Agenda Item Text:

Approve demands and budget amendments for operating transfers.

Background:

Auditor-General's requirement for Board of Supervisors to approve.

Department's Next Steps (if approved):

Return to Finance after BOS approval.

Impact of NOT Approving/Alternatives:

Board of Supervisors will not be in compliance with State law.

To BOS Staff: Document Disposition/Follow-Up:

Return to Finance after BOS approval.

Regular Board of Supervisors Meeting**Meeting Date:** 01/08/2013

Sale of Surplus Road Power Broom

Submitted By: Dave Seward, Procurement**Department:** Procurement**Presentation:** No A/V Presentation**Recommendation:** Approve**Document Signatures:** BOS Signature NOT Required**# of ORIGINALS** 0**Submitted for Signature:****NAME** N/A**TITLE** N/A**of PRESENTER:****of PRESENTER:****Docket Number (If applicable):****Mandated Function?:** Federal or State Mandate**Source of Mandate
or Basis for Support?:**

Information**Agenda Item Text:**

Approve the sale of a 1992 Broce T120 Road Power Broom, declared surplus by the Fleet Management Department, to the City of Benson in the amount of \$1,000.

Background:

Background: A 1992 Broce T120 Road Power Broom has been declared surplus by the Fleet Management Department. The City of Benson has requested to purchase the equipment from the County with an offer of \$1,000. The Fleet Department has declared a surplus value of between \$1,000 -2000. The sale price of \$1,000 takes into consideration that over the past 3 years the City of Benson has allowed the Highways Division to use their steel drum roller at no cost to the County for chip seal projects and has allowed them to store AB materials at their yards.

In accordance with ARS§11-251, a county may with unanimous consent of the board, without public auction, sell or lease any county property to any other duly constituted governmental entity, including the state, cities, towns and other counties. The Fleet Management Director has made a determination that \$1,000 is a reasonable offer based on current market conditions and other considerations previously stated.

Department's Next Steps (if approved):

Prepare bill of sale. Collect and deposit monies from sale.

Impact of NOT Approving/Alternatives:

The City of Benson would have to bid on this vehicle at public auction.

To BOS Staff: Document Disposition/Follow-Up:

No Action Required

Attachments

Request from City of Benson

Photo



December 5, 2012

COCHISE COUNTY
HIGHWAY AND FLOODPLAIN
1415 MELODY LANE, BLDG. F
BISBEE, AZ 85603

RE: Letter of interest in Purchasing of Surplus Power Broom

The City of Benson requests to purchase the Surplus Power Broom from Cochise County in the amount of \$1,000.00.

Please Contact Bradley J. Hamilton, P.E. at 120 West 6th Street, Benson, AZ 85602 or by phone at (520)586-2245 x 2025.

Sincerely,

Bradley J. Hamilton, P.E.
Director of Public Works
City of Benson

Health & Social Services

Regular Board of Supervisors Meeting**Meeting Date:** 01/08/2013

IGA# ADHS13-034534 Family Planning Renewal

Submitted By: Jennifer Steiger, Health & Social Services**Department:** Health & Social Services**Presentation:** No A/V Presentation**Recommendation:** Approve**Document Signatures:** BOS Signature NOT Required**# of ORIGINALS** 0**Submitted for Signature:****NAME of PRESENTER:** n/a**TITLE of PRESENTER:** n/a**Mandated Function?:** Not Mandated**Source of Mandate or Basis for Support?:**

REMINDER: You will use this Agenda Item template if your item involves a Grant (whether a new or renewal grant). You also must attach the Grant Approval Form to the item before Finance will approve it. Select the SPECIAL LINKS on your left-hand menu and Click on "Grant Approval Form". Then complete the form, save it and attach it to your item (on the Attachments tab).

Information
Agenda Item Text:

Approve the renewal of IGA# ADHS 13-0345334, Reproductive Health (previously IGA# HG854245), between the Arizona Department of Health Services and Cochise Health & Social Services, with a maximum billable amount of \$49,600.00, funded annually, for the five year period of 1/1/13 to 12/31/17.

Background:

This contract provides for Family Planning and Reproductive services to Cochise County. We provide: physical examination by a Nurse Practitioner including, but not limited to: breast, pelvic, and pap test. We prescribe and dispense birth control. We provide health screening that includes: pregnancy testing, STD testing if indicated, anemia, kidney disease, Diabetes, and hypertension. Included also is teaching regarding birth control, breast self exam, STD prevention, smoking cessation, nutrition with a focus on prevention of birth defects related to Folic Acid deficiency.

The contracted amount is not to exceed \$49,600 and is to be reimbursed at the rate of \$200.00 for every initial and annual exam done through Family Planning clinics. This comes to a total of 248 exams per year, which is an increased rate from CY 2012.

This will extend the contract and the associated reimbursable funding for the period of 1/1/13 – 12/31/13. The annual report which has previously been reimbursed at 100.00 has been deleted from this agreement. The rate has increased from \$180.00 per initial/annual encounter to \$200.00 per encounter. The number of anticipated service encounters covered by the agreement has dropped to 248 from 254.

Department's Next Steps (if approved):

Your approval is respectfully requested.

Impact of NOT Approving/Alternatives:

Not approving this amendment may cause the inability of CHSS to collect the reimbursement for family planning services from the ADHS and would cause cessation of this service to the community.

To BOS Staff: Document Disposition/Follow-Up:

BOS signature is not required. A fully executed original will be sent to the Clerk of the Board for filing purposes.

Fiscal Impact

Fiscal Year: 2012-2013

One-time Fixed Costs? (\$\$\$):

Ongoing Costs? (\$\$\$):

County Match Required? (\$\$\$): \$3,013

A-87 Overhead Amt? (Co. Cost Allocation \$\$\$): \$3,013

Source of Funding?: ADHS

Fiscal Impact & Funding Sources (if known):

Budgeted Salaries/EREs \$6,414

A-87 OH @ 46.98% \$3,013

Authorized OH \$0

Net County Subsidy \$3,013

Attachments

Family Planning Renewal 12-12

COCHISE COUNTY GRANT APPROVAL FORM

Form Initiator: <u>Jennifer Steiger</u>	Department/Division: <u>Health/NCHS</u>
Date Prepared: <u>12/18/12</u>	Telephone: <u>520-432-9402</u>
Grantor: <u>ADHS</u>	Grant Title: <u>Reproductive Health/Family Planning Program</u>
Grant Term From: <u>1/1/13</u>	To: <u>12/31/17</u>
Fund No/Dept. No: <u>223</u>	Note: Fund No. will be assigned by the Finance Department if new.
New Grant ☐ Yes ☒ No	Amendment No. <u>n/a</u> Increase \$ <u>0</u> Decrease \$ <u>0</u>

Briefly describe purpose of grant:

This contract provides for Family Planning and Reproductive services to Cochise County. We provide: physical examination by a Nurse Practitioner including, but not limited to: breast, pelvic, and pap test. We prescribe and dispense birth control. We provide health screening that includes: pregnancy testing, STD testing if indicated, anemia, kidney disease, Diabetes, and hypertension. Included also is teaching regarding birth control, breast self exam, STD prevention, smoking cessation, nutrition with a focus on prevention of birth +

If amendment, provide reason:

Five year renewal, no amendments at this time.

If this is a mandated service, cite source. If not mandated, cite indications of local customer support for this service:

Funding Sources	Federal Funds 332.100	State Funds 336.100	County Funds 391.000	Other	Total
Current Fiscal Year		\$49,600			\$49,600
Remaining Years					
Total Revenue		\$49,600			\$49,600

Is County match required? ☐ Yes ☒ No If yes, dollar amount \$ _____

Has this amount been budgeted? ☒ Yes ☐ No Identify Funding Source: ADHS

Federal Catalog of Federal Domestic Assistance (CFDA) No: _____

Method of collecting grant funds: Lump sum payment ☐ Quarterly payments ☐ Draw ☐ Reimbursement ☒

Is revertment of unexpended funds required at end of grant period? ☐ Yes ☒ No

a) Total A-87 cost allocation \$3,013

b) Amount of overhead allowed by grant 0 County subsidy (a-b) \$3,013

Does Grantor accept indirect costs as an allowable expenditure? ☐ Yes ☒ No

If yes, dollar amount \$ 0 OR percentage allowed 0%

Number of new positions that will be funded from grant: n/a Number of existing positions funded from grant: 1

Executive Summary Form

Agenda Number : HLT- ADHS 13-034534 (Reproductive Health/Family Planning Program)

Recommendation:

Approve the renewal of IGA# ADHS 13-0345334, Reproductive Health (previously IGA# HG854245), between the Arizona Department of Health Services and Cochise Health & Social Services, with a maximum billable amount of \$49,600.00, funded annually, for the five year period of 1/1/13 to 12/31/17.

Background (Brief):

This contract provides for Family Planning and Reproductive services to Cochise County. We provide: physical examination by a Nurse Practitioner including, but not limited to: breast, pelvic, and pap test. We prescribe and dispense birth control. We provide health screening that includes: pregnancy testing, STD testing if indicated, anemia, kidney disease, Diabetes, and hypertension. Included also is teaching regarding birth control, breast self exam, STD prevention, smoking cessation, nutrition with a focus on prevention of birth defects related to Folic Acid deficiency.

The contracted amount is not to exceed \$49,600 and is to be reimbursed at the rate of \$200.00 for every initial and annual exam done through Family Planning clinics. This comes to a total of 248 exams per year, which is an increased rate from CY 2012.

This Purchase Order will extend the contract and the associated reimbursable funding for the period of 1/1/13 – 12/31/1. The annual report which has previously been reimbursed at 100.00 has been deleted from this agreement. The rate has increased from \$180.00 per initial/annual encounter to \$200.00 per encounter. The number of anticipated service encounters covered by the agreement has dropped to 248 from 254.

Fiscal Impact & Funding Sources:

Budgeted Salaries/EREs	\$6,414
A-87 OH @ 46.98%	\$3,013
Authorized OH	\$0
Net County Subsidy	\$3,013

Next Steps/Action Items/ Follow-up:

Your approval is respectfully requested.

Impact of Not Approving:

Not approving this amendment may cause the inability of the Health Department to collect the reimbursement for family planning services from the ADHS and would cause cessation of this service to the community.



INTERGOVERNMENTAL AGREEMENT (IGA)

Contract No. ADHS13-034534

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

Project Title: Reproductive Health

Begin Date: 01/01/2013

Geographic Service Area: Cochise County

Termination Date: 12/31/2017

Arizona Department of Health Services has authority to contract for services specified herein in accordance with A.R.S. §§ 11-951, 11-952, 36-104 and 36-132. The Contractor represents that it has authority to contract for the performance of the services provided herein pursuant to:

☒
☐
☐
☐
☐

Counties: A.R.S. §§ 11-201, 11-951, 11-952 and 36-182.

Indian Tribes: A.R.S. §§ 11-951, 11-952 and the rules and sovereign authority of the contracting Indian Nation.

School Districts: A.R.S. §§ 11-951, 11-952, and 15-342.

City of Phoenix: Chapter II, §§ 1 & 2, Charter, City of Phoenix.

City of Tempe: Chapter 1, Article 1, §§ 1.01 & 1.03, Charter, City of Tempe.

Amendments signed by each of the parties and attached hereto are hereby adopted by reference as a part of this Contract, from the effective date of the Amendment, as if fully set out herein.

Arizona Transaction (Sales) Privilege: _____ Federal Employer Identification No.: _____ Tax License No.: _____ Contractor Name: Cochise County Health and Social Services Address: 1415 Melody Lane, Bldg. A Bisbee, AZ 85603	FOR CLARIFICATION, CONTACT: Name: <u>CATHERINE WELCH, RN</u> Phone: <u>520-432-9436</u> FAX No: <u>520-432-9480</u>
CONTRACTOR SIGNATURE: The Contractor agrees to perform all the services set forth in the Agreement and Work Statement. <u>Mary Gomez</u> <u>12/15/12</u> Signature of Person Authorized to Sign Date <u>MARY GOMEZ Director</u> Print Name and Title	This Contract shall henceforth be referred to as Contract No. <u>ADHS13-034534</u>. The Contractor is hereby cautioned not to commence any billable work or provide any material, service or construction under this Contract until Contractor receives a fully executed copy of the Contract. State of Arizona Signed this _____ day of _____, 2012
CONTRACTOR ATTORNEY SIGNATURE: Pursuant to A.R.S. § 11-952, the undersigned Contractor's Attorney has determined that this Intergovernmental Agreement is in proper form and is within the powers and authority granted under the laws of Arizona. <u>Terry Bannon</u> <u>12-17-12</u> Signature of Person Authorized to Sign Date <u>Terry Bannon DCA</u> Print Name and Title	Procurement Officer RESERVED FOR USE BY THE SECRETARY OF STATE Under House Bill 2011, A.R.S. § 11-952 was amended to remove the requirement that Intergovernmental Agreements be filed with the Secretary of State.
Attorney General Contract, No. P0012012000033, which is an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952 by the undersigned Assistant Attorney General, who has determined that it is in the proper form and is within the powers granted under the laws of the State of Arizona to those parties to the Agreement represented by the Attorney General. The Attorney General, BY: Signature _____ Date _____ Assistant Attorney General:	

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1. **Definition of Terms.** As used in this Contract, the terms listed below are defined as follows:

- 1.1 "Attachment" means any document attached to the Contract and incorporated into the Contract.
- 1.2 "ADHS" means Arizona Department of Health Services.
- 1.3 "Budget Term" means the period of time for which the contract budget has been created and during which funds should be expended.
- 1.4 "Change Order" means a written order that is signed by a Procurement Officer and that directs the Contractor to make changes authorized by the Uniform Terms and Conditions of the Contract.
- 1.5 "Contract" means the combination of the Uniform and Special Terms and Conditions, the Specifications and Statement of Scope of Work, Attachments, Referenced Documents, any Contract Amendments and any terms applied by law.
- 1.6 "Contract Amendment" means a written document signed by the Procurement Officer and the Contractor that is issued for the purpose of making changes in the Contract.
- 1.7 "Contractor" means any person who has a Contract with the Arizona Department of Health Services.
- 1.8 "Cost Reimbursement" means a contract under which a contractor is reimbursed for costs, which are reasonable, allowable and allocable in accordance with the contract terms and approved by ADHS.
- 1.9 "Days" means calendar days unless otherwise specified.
- 1.10 "Fixed Price" establishes a set price per unit of service. The set price shall be based on costs, which are reasonable, allowable and allocable.
- 1.11 "Gratuity" means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.
- 1.12 "Materials" unless otherwise stated herein, means all property, including but not limited to equipments, supplies, printing, insurance and leases of property.
- 1.13 "Procurement Officer" means the person duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract.
- 1.14 "Purchase Order" means a written document that is signed by a Procurement Officer, that requests a vendor to deliver described goods or services at a specific price and that, on delivery and acceptance of the goods or services by ADHS, becomes an obligation of the State.
- 1.15 "Services" means the furnishing of labor, time or effort by a Contractor or Subcontractor.
- 1.16 "Subcontract" means any contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of this Contract.
- 1.17 "State" means the State of Arizona and/or the ADHS. For purposes of this Contract, the term "State" shall not include the Contractor.

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2. Contract Type.

This Contract shall be:

 X Fixed Price

3. Contract Interpretation.

3.1 Arizona Law. The law of Arizona applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona.

3.2 Implied Contract Terms. Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.

3.3 Contract Order of Precedence. In the event of a conflict in the provisions of the Contract, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:

3.3.1 Terms and Conditions;

3.3.2 Statement or Scope of Work;

3.3.3 Attachments;

3.3.4 Referenced Documents.

3.4 Relationship of Parties. The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.

3.5 Severability. The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.

3.6 No Parole Evidence. This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document.

3.7 No Waiver. Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

3.8 Headings. Headings are for organizational purposes only and shall not be interpreted as having legal significance or meaning.

4. Contract Administration and Operation.

4.1 Term. As indicated on the signature page of the Contract, the Contract shall be effective as of the Begin Date and shall remain effective until the Termination Date.

4.2 Contract Renewal. This Contract shall not bind, nor purport to bind, the State for any contractual commitment in excess of the original Contract period. The term of the Contract shall not exceed five years. However, if the original Contract period is for less than five years, the State shall have the right, at its sole option, to renew the Contract, so long as the original Contract period together with the renewal periods does not exceed five years. If the State exercises such rights, all terms, conditions and provisions of the original Contract shall remain the same and apply during the renewal period with the exception of price and Scope of Work, which may be renegotiated.

4.3 New Budget Term. If a budget term has been completed in a multi-term Contract, the parties may agree to change the amount and type of funding to accommodate new circumstances in the next budget term. Any

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increase or decrease in funding at the time of the new budget term shall coincide with a change in the Scope of Work or change in cost of services as approved by the Arizona Department of Health Services.

- 4.4 Non-Discrimination. The Contractor shall comply with State Executive Order No. 2009-09 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.
- 4.5 Records and Audit. Under A.R.S. § 35-214 and A.R.S. § 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other records ("records") relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit by the State and where applicable the Federal Government at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.
- 4.6 Financial Management. For all contracts, the practices, procedures, and standards specified in and required by the Accounting and Auditing Procedures Manual for the ADHS funded programs shall be used by the Contractor in the management of Contract funds and by the State when performing a Contract audit. Funds collected by the Contractor in the form of fees, donations and/or charges for the delivery of these Contract services shall be accounted for in a separate fund.
 - 4.6.1 Federal Funding. Contractors receiving federal funds under this Contract shall comply with the certified finance and compliance audit provision of the Office of Management and Budget (OMB) Circular A-133, if applicable. The federal financial assistance information shall be stated in a Change Order or Purchase Order.
 - 4.6.2 State Funding. Contractors receiving state funds under this Contract shall comply with the certified compliance provisions of A.R.S. § 35-181.03.
- 4.7 Inspection and Testing. The Contractor agrees to permit access, at reasonable times, to its facilities.
- 4.8 Notices. Notices to the Contractor required by this Contract shall be made by the State to the person indicated on the signature page by the Contractor, unless otherwise stated in the Contract. Notices to the State required by the Contract shall be made by the Contractor to an ADHS Procurement Officer, unless otherwise stated in the Contract. An authorized ADHS Procurement Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice, and an amendment to the Contract shall not be necessary.
- 4.9 Advertising and Promotion of Contract. The Contractor shall not advertise or publish information for commercial benefit concerning this Contract without the prior written approval of an ADHS Procurement Officer.
- 4.10 Property of the State.
 - 4.10.1 Equipment. Except as provided below or otherwise agreed to by the parties, the title to any and all equipment acquired through the expenditure of funds received from the State shall remain the property of the State by and through the ADHS and, as such, shall remain under the sole direction, management and control of the ADHS. When this Contract is terminated, the disposition of all such property shall be determined by the ADHS. For Fixed Price contracts, when the Contractor provides the services/materials required by the Contract, any and all equipment purchased by the Contractor remains the property of the Contractor. All purchases of equipment need to be reported to the ADHS Office of Inventory Control.
 - 4.10.2 Title and Rights to Materials. As used in this section, the term "Materials" means all products created or produced by the Contractor under this Contract, including, but not limited to: written and electronic information, recordings, reports, research, research findings, conclusions, abstracts, results, software, data and any other intellectual property or deliverables created, prepared, or received by the Contractor in performance of this Contract. Contractor acknowledges that all Materials are the property of the State by and through the ADHS and, as such, shall remain under

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the sole direction, management and control of the ADHS. The Contractor is not entitled to a patent or copyright on these Materials and may not transfer a patent or copyright on them to any other person or entity. To the extent any copyright in any Materials may originally vest in the Contractor, the Contractor hereby irrevocably transfers to the ADHS, for and on behalf of the State, all copyright ownership. The ADHS shall have full, complete and exclusive rights to reproduce, duplicate, adapt, distribute, display, disclose, publish, release and otherwise use all Materials. The Contractor shall not use or release these Materials without the prior written consent of the ADHS. When this Contract is terminated, the disposition of all such Materials shall be determined by the ADHS. Further, the Contractor agrees to give recognition to the ADHS for its support of any program when releasing or publishing program Materials.

Notwithstanding the above, if the Contractor is a State agency, the following shall apply instead: It is the intention of ADHS and Contractor that all material and intellectual property developed under this Agreement be used and controlled in ways to produce the greatest benefit to the parties to this Contract and the citizens of the State of Arizona. As used in this paragraph, "Material" means all written and electronic information, recordings, reports, findings, research information, abstracts, results, software, data, discoveries, inventions, procedures and processes of services developed by the Contractor and any other materials created, prepared or received by the Contractor and subcontractors in performance of this Agreement. "Material" as used herein shall not include any pre-existing data, information, materials, discoveries, inventions or any form of intellectual property invented, created, developed or devised by Contractor (or its employees, subcontractors or agents) prior to the commencement of the services funded by this Agreement or that may result from Contractor's involvement in other service activities that are not funded by the Agreement.

Title and exclusive copyright to all Material shall vest in the State of Arizona, subject to any rights reserved on behalf of the federal government. As State agencies and instrumentalities, both ADHS and Contractor shall have full, complete, perpetual, irrevocable and non-transferable rights to reproduce, duplicate, adapt, make derivative works, distribute, display, disclose, publish and otherwise use any and all Material. The Contractor's right to use Material shall include the following rights: the right to use the Material in connection with its internal, non-profit research and educational activities, the right to present at academic or professional meetings or symposia and the right to publish in journals, theses, dissertations or otherwise of Contractor's own choosing. Contractor agrees to provide ADHS with a right of review prior to any publication or public presentation of the Material, and ADHS shall be entitled to request the removal of its confidential information or any other content the disclosure of which would be contrary to the best interest of the State of Arizona. Neither party shall release confidential information to the public without the prior expressly written permission of the other, unless required by the State public records statutes or other law, including a court order. Each party agrees to give recognition to the other party in all public presentations or publications of any Material, when releasing or publishing them.

In addition, ADHS and Contractor agree that any and all Material shall be made freely available to the public to the extent it is in the best interest of the State. However, if either party wants to license or assign an intellectual property interest in the material to a third-party for monetary compensation, ADHS and Contractor agree to convene to determine the relevant issues of title, copyright, patent and distribution of revenue. In the event of a controversy as to whether the Material is being used for monetary compensation or in a way that interferes with the best interest of the state or ADHS, then the Arizona Department of Administration shall make the final decision. Notwithstanding the above, "monetary compensation" does not include compensation paid to an individual creator for traditional publications in academia (the copyrights to which are Employee-Excluded Works under ABOR Intellectual Property Policy Section 6-908C.4.), an honorarium or other reimbursement of expenses for an academic or professional presentation, or an unprofitable distribution of Material.

- 4.11 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.

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4.12 Scrutinized Businesses In accordance with A.R.S. § 35-391 and A.R.S. § 35-393, Contractor certifies that the Contractor does not have scrutinized business operations in Sudan or Iran.

4.13 Federal Immigration and Nationality Act The Contractor shall comply with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the Contract. Further, the Contractor shall flow down this requirement to all subcontractors utilized during the term of the Contract. The State shall retain the right to perform random audits of Contractor and subcontractor records or to inspect papers of any employee thereof to ensure compliance. Should the State determine that the Contractor and/or any subcontractors be found noncompliant, the State may pursue all remedies allowed by law, including, but not limited to; suspension of work, termination of the Contract for default and suspension and/or debarment of the Contractor.

5. **Costs and Payments**

5.1 Payments. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate Contractor's Expenditure Report for payment from the State within thirty (30) days, as provided in the Accounting and Auditing Procedures Manual for the ADHS.

5.2 Recoupment of Contract Payments.

5.2.1 Unearned Advanced Funds. Any unearned State funds that have been advanced to the Contractor and remain in its possession at the end of each budget term, or at the time of termination of the Contract, shall be refunded to the ADHS within forty-five (45) days of the end of a budget term or of the time of termination.

5.2.2 Contracted Services. In a fixed price contract, if the number of services provided is less than the number of services for which the Contractor received compensation, funds to be returned to the ADHS shall be determined by the Contract price. Where the price is determined by cost per unit of service or material, the funds to be returned shall be determined by multiplying the unit of service cost by the number of services the Contractor did not provide during the Contract term. Where the price for a deliverable is fixed, but the deliverable has not been completed, the Contractor shall be paid a pro rata portion of the completed deliverable. In a cost reimbursement contract, the ADHS shall pay for any costs that the Contractor can document as having been paid by the Contractor and approved by ADHS. In addition, the Contractor will be paid its reasonable actual costs for work in progress as determined by Generally Accepted Accounting Procedures up to the date of contract termination.

5.2.3 Refunds. Within forty-five (45) days after the end of each budget term or of the time of termination of the Contract, the Contractor shall refund the greater of: i) the amount refundable in accordance with paragraph 5.2.1, Unearned Advanced Funds; or ii) the amount refundable in accordance with paragraph 5.2.2, Contracted Services.

5.2.4 Unacceptable Expenditures. The Contractor agrees to reimburse the ADHS for all Contract funds expended, which are determined by the ADHS not to have been disbursed by the Contractor in accordance with the terms of this Contract. The Contractor shall reimburse ADHS within 45 days of the determination of unacceptability.

5.3 Unit Costs/Rates or Fees. Unit costs/rates or fees shall be based on costs, which are determined by ADHS to be reasonable, allowable and allocable as outlined in the Accounting and Auditing Procedures Manual for the ADHS.

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5.4 Applicable Taxes.

5.4.1 *State and Local Transaction Privilege Taxes.* The State of Arizona is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect taxes from the buyer does not relieve the seller from its obligation to remit taxes.

5.4.2 *Tax Indemnification.* The Contractor and all subcontractors shall pay all federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall require all subcontractors to hold the State harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs, including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

5.4.3 *I.R.S. W9 Form.* In order to receive payment under any resulting Contract, the Contractor shall have a current I.R.S. W9 Form on file with the State of Arizona.

5.5 Availability of Funds for the Next Fiscal Year. Funds may not be presently available for performance under this Contract beyond the first year of the budget term or Contract term. The State may reduce payments or terminate this Contract without further recourse, obligation or penalty in the event that insufficient funds are appropriated in the subsequent budget term. The State shall not be liable for any purchases or Subcontracts entered into by the Contractor in anticipation of such funding. The Procurement Officer shall have the discretion in determining the availability of funds.

5.6 Availability of Funds for the Current Contract Term. Should the State Legislature enter back into session and decrease the appropriations through line item or general fund reductions, or for any other reason these goods or services are not funded as determined by ADHS, the following actions may be taken by ADHS:

5.6.1 Accept a decrease in price offered by the Contractor;

5.6.2 Reduce the number of goods or units of service and reduce the payments accordingly;

5.6.3 Offer reductions in funding as an alternative to Contract termination; or

5.6.4 Cancel the Contract.

6. **Contract Changes**

6.1 Amendments, Purchase Orders and Change Orders. This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment, Purchase Order and/or Change Order within the scope of the Contract, unless the change is administrative or otherwise permitted by the Special Terms and Conditions. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by an unauthorized State employee or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized Contract Amendments, Purchase Orders and/or Change Orders, shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.

6.2 Subcontracts. The Contractor shall not enter into any subcontract under this Contract without the advance written approval of the Procurement Officer. The subcontract shall incorporate by reference all material and applicable terms and conditions of this Contract.

6.3 Assignments and Delegation. The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. The State shall not unreasonably withhold approval.

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7. Risk and Liability

- 7.1 **Risk of Loss.** The Contractor shall bear all loss of conforming material covered under this Contract until received and accepted by authorized personnel at the location designated in the Purchase Order, Change Order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.
- 7.2 **Mutual Indemnification.** Each party (as "indemnitor") agrees to indemnify, defend and hold harmless the other party (as "indemnitee") from and against any and all claims, losses, liability, costs or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such claims, which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees or volunteers.
- 7.3 **Indemnification - Patent and Copyright.** To the extent permitted by A.R.S. § 41-621 and A.R.S. § 35-154, the Contractor shall indemnify and hold harmless the State against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of performance of the Contract or use by the State of materials furnished by or work performed under this Contract. The State shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph.
- 7.4 **Force Majeure.**
- 7.4.1 **Liability and Definition.** Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "*force majeure*" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; acts of terrorism; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-interventions not caused by or resulting from the act or failure to act of the parties; failures or refusals to act by government authority not caused by or resulting from the act or failure to act of the parties; and other similar occurrences beyond the control of the party declaring force majeure, which such party is unable to prevent by exercising reasonable diligence.
- 7.4.2 **Exclusions.** Force Majeure shall not include the following occurrences:
- 7.4.2.1 Late delivery of Materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;
- 7.4.2.2 Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or
- 7.4.2.3 Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.
- 7.4.3 **Notice.** If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day of the commencement thereof, and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that the results or effects of such delay prevent the delayed party from performing in accordance with this Contract.
- 7.4.4 **Default.** Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that, such delay or failure is caused by force majeure.

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7.5 Third Party Antitrust Violations. The Contractor assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor for or toward the fulfillment of this Contract.

8. **Description of Materials** The following provisions shall apply to Materials only:

8.1 Liens. The Contractor agrees that the Materials supplied under this Contract are free of liens. In the event the Materials are not free of liens, Contractor shall pay to remove the lien and any associated damages or replace the Materials with Materials free of liens.

8.2 Quality. Unless otherwise modified elsewhere in these terms and conditions, the Contractor agrees that, for one year after acceptance by the State of the Materials, they shall be:

8.2.1 Of a quality to pass without objection in the Contract description;

8.2.2 Fit for the intended purposes for which the Materials are used;

8.2.3 Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;

8.2.4 Adequately contained, packaged and marked as the Contract may require; and

8.2.5 Conform to the written promises or affirmations of fact made by the Contractor.

8.3 Inspection/Testing. Subparagraphs 8.1 through 8.2 of this paragraph are not affected by inspection or testing of or payment for the Materials by the State.

8.4 Compliance With Applicable Laws. The Materials and services supplied under this Contract shall comply with all applicable federal, state and local laws, and the Contractor shall maintain all applicable license and permit requirements.

8.5 Survival of Rights and Obligations After Contract Expiration and Termination.

8.5.1 *Contractor's Representations.* All representations and warranties made by the Contractor under this Contract in paragraphs 7 and 8 shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12.510, except as provided in A.R.S. § 12-529, the State is not subject to or barred by any limitations of actions prescribed in A.R.S. Title 12, Chapter 5.

8.5.2 *Purchase Orders and Change Orders.* Unless otherwise directed in writing by the Procurement Officer, the Contractor shall fully perform and shall be obligated to comply with all Purchase Orders and Change Orders received by the Contractor prior to the expiration or termination hereof, including, without limitation, all Purchase Orders and Change Orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

9. **State's Contractual Remedies**

9.1 Right to Assurance. If the State, in good faith, has reason to believe that the Contractor does not intend to, or is unable to, perform or continue performing under this Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the State's option, be the basis for terminating the Contract.

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9.2 Stop Work Order.

9.2.1 *Terms.* The State may, at any time, by written order to the Contractor, require the Contractor to stop all or any part of the work called for by this Contract for a period up to ninety (90) days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.

9.2.2 *Cancellation or Expiration.* If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.

9.3 Non-exclusive Remedies. The rights and remedies of ADHS under this Contract are not exclusive, and ADHS is entitled to all rights and remedies available to it, including those under the Arizona Uniform Commercial Code and Arizona common law.

9.4 Right of Offset. The State shall be entitled to offset against any sums due the Contractor in any Contract with the State or damages assessed by the State because of the Contractor's non-conforming performance or failure to perform this Contract. The right to offset may include, but is not limited to, a deduction from an unpaid balance and a collection against the bid and/or performance bonds. Any offset taken for damages assessed by the State shall represent a fair and reasonable amount for the actual damages and shall not be a penalty for non-performance.

10. **Contract Termination**

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

10.2 Gratuities. The State may, by written notice, terminate this Contract, in whole or in part, if the State determines that employment or a Gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the State for the purpose of influencing the outcome of the procurement, securing the Contract or an Amendment to the Contract, or receiving favorable treatment concerning the Contract, including the making of any determination or decision about Contract performance. The State, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the Contractor.

10.3 Suspension or Debarment. The State may, by written notice to the Contractor, immediately terminate this Contract if the State determines that the Contractor or its subcontractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body.

10.4 Termination Without Cause.

10.4.1 Both the State and the Contractor may terminate this Contract at any time with thirty (30) days notice in writing specifying the termination date. Such notices shall be given by personal delivery or by certified mail, return receipt requested.

10.4.2 If the Contractor terminates this Contract, any monies prepaid by the State, for which no service

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or benefit was received by the State, shall be refunded to the State within five (5) days of the termination notice. In addition, if the Contractor terminates the Contract, the Contractor shall indemnify the State for any sanctions imposed by the funding source as a result of the Contractor's failure to complete the Contract.

10.4.3 If the State terminates this Contract pursuant to this Section, the State shall pay the Contractor the Contract price for all Services and Materials completed up to the date of termination. In a fixed price contract, the State shall pay the amount owed for the Services or Materials by multiplying the unit of service or item cost by the number of unpaid service units or items. In a cost reimbursement contract, the ADHS shall pay for any costs that the Contractor can document as having been paid by the Contractor and approved by ADHS. In addition, the Contractor will be paid its reasonable actual costs for work in progress as determined by GAAP up to the date of termination. Upon such termination, the Contractor shall deliver to the ADHS all deliverables completed. ADHS may require Contractor to negotiate the terms of any remaining deliverables still due.

10.5 Mutual Termination. This Contract may be terminated by mutual written agreement of the parties specifying the termination date and the terms for disposition of property and, as necessary, submission of required deliverables and payment therein.

10.6 Termination for Default. The State reserves the right to terminate the Contract in whole or in part due to the failure of the Contractor to comply with any material obligation, term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. In the event the ADHS terminates the Contract in whole or in part as provided in this paragraph, the ADHS may procure, upon such terms and in such manner as deemed appropriate, Services or Materials, similar to those terminated, and Contractor shall be liable to the ADHS for any excess costs incurred by the ADHS in obtaining such similar Services or Materials.

10.7 Continuation of Performance Through Termination. Upon receipt of the notice of termination and until the effective date of the notice of termination, the Contractor shall perform work consistent with the requirements of the Contract and, if applicable, in accordance with a written transition plan approved by the ADHS. If the Contract is terminated in part, the Contractor shall continue to perform the Contract to the extent not terminated. After receiving the notice of termination, the Contractor shall immediately notify all subcontractors, in writing, to stop work on the effective date of termination, and on the effective date of termination, the Contractor and subcontractors shall stop all work.

10.8 Disposition of Property. Upon termination of this Contract, all property of the State, as defined herein, shall be delivered to the ADHS upon demand.

11. **Arbitration** Pursuant to A.R.S. § 12-1518, disputes under this Contract shall be resolved through the use of arbitration when the case or lawsuit is subject to mandatory arbitration pursuant to rules adopted under A.R.S. § 12-133.

12. **Communication**

12.1 Program Report. When reports are required by the Contract, the Contractor shall provide them in the format approved by ADHS.

12.2 Information and Coordination. The State will provide information to the Contractor pertaining to activities that affect the Contractor's delivery of services, and the Contractor shall be responsible for coordinating their activities with the State's in such a manner as not to conflict or unnecessarily duplicate the State's activities. As the work of the Contractor progresses, advice and information on matters covered by the Contract shall be made available by the Contractor to the State throughout the effective period of the Contract.

13. **Client Grievances** If applicable, the Contractor and its subcontractors shall use a procedure through which clients may present grievances about the operation of the program that result in the denial, suspension or

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reduction of services provided pursuant to this Contract and which is acceptable to and approved by the State.

14. **Sovereign Immunity** Pursuant to A.R.S. § 41-621(O), the obtaining of insurance by the State shall not be a waiver of any sovereign immunity defense in the event of suit.
15. **Fingerprint and Certification Requirements/Juvenile Services.**
 - 15.1 Paid and Unpaid Personnel. Pursuant to A.R.S. § 36-425.03, the Contractor shall ensure that all paid and unpaid personnel who are required or are allowed to provide Services directly to juveniles have obtained fingerprint clearance cards in accordance with A.R.S. § 41-1758 et. seq.
 - 15.2 Costs. The Contractor shall assume the costs of fingerprint certifications and may charge these costs to its fingerprinted personnel.
16. **Administrative Changes** The Procurement Officer, or authorized designee, reserves the right to correct any obvious clerical, typographical or grammatical errors, as well as errors in party contact information (collectively, "Administrative Changes"), prior to or after the final execution of a Contract or Contract Amendment. Administrative Changes subject to permissible corrections include: misspellings, grammar errors, incorrect addresses, incorrect Contract Amendment numbers, pagination and citation errors, mistakes in the labeling of the rate as either extended or unit, and calendar date errors that are illogical due to typographical error. The Procurement Office shall subsequently send to the Contractor notice of corrections to administrative errors in a written confirmation letter with a copy of the corrected Administrative Change attached.
17. **Survival of Terms After Termination or Cancellation of Contract** All applicable Contract terms shall survive and apply after Contract termination or cancellation to the extent necessary for Contractor to complete and for the ADHS to receive and accept any final deliverables that are due after the date of the termination or cancellation.
18. **Health Insurance Portability and Accountability Act of 1996 (HIPAA)** The Contractor warrants that it is familiar with the requirements of HIPAA, as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH Act) of 2009, and accompanying regulations and will comply with all applicable HIPAA requirements in the course of this Contract. Contractor warrants that it will cooperate with the Arizona Department of Health Services (ADHS) in the course of performance of the Contract so that both ADHS and Contractor will be in compliance with HIPAA, including cooperation and coordination with the Government Information Technology Agency (GITA), Statewide Information Security and Privacy Office (SISPO) Chief Privacy Officer and HIPAA Coordinator and other compliance officials required by HIPAA and its regulations. Contractor will sign any documents that are reasonably necessary to keep ADHS and Contractor in compliance with HIPAA, including, but not limited to, business associate agreements.

If requested by the ADHS Procurement Office, Contractor agrees to sign a "Pledge To Protect Confidential Information" and to abide by the statements addressing the creation, use and disclosure of confidential information, including information designated as protected health information and all other confidential or sensitive information as defined in policy. In addition, if requested, Contractor agrees to attend or participate in HIPAA training offered by ADHS or to provide written verification that the Contractor has attended or participated in job related HIPAA training that is: (1) intended to make the Contractor proficient in HIPAA for purposes of performing the services required and (2) presented by a HIPAA Privacy Officer or other person or program knowledgeable and experienced in HIPAA and who has been approved by the GITA/SISPO Chief Privacy Officer and HIPAA Coordinator.
19. **Comments Welcome** The ADHS Procurement Office periodically reviews the Uniform Terms and Conditions and welcomes any comments you may have. Please submit your comments to: ADHS Procurement Administrator, Arizona Department of Health Services, 1740 West Adams, Suite 303, Phoenix, Arizona, 85007.

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A. Background

The mission of the Bureau of Women's and Children's Health (BWCH) is to "strengthen the family and community by promoting and improving the health status of women, infants, and children." This is accomplished through the provision of community-based services and the facilitation of systems development. BWCH administers the federal Maternal Child Health Title V Block Grant, and other federally funded programs, as well as private and state supported programs.

The Bureau of Women's and Children's Health, Reproductive Health/Family Planning Program is a statewide clinic-based, primary care program that provides comprehensive family planning and reproductive health services to promote optimal health to Arizona's men and women. Services include education, counseling, screening, and medical and referral services that enable people to make voluntary, informed decisions about the quantity and spacing of their children. Program services are preventive health services that enhance maternal and infant health, and the emotional and social health of the individual and the family. The Reproductive Health/Family Planning Program's role is to: 1) promote reproductive health; 2) assist in reducing barriers to prenatal care; and 3) facilitate the accomplishment of the Bureau of Women's and Children's Health Strategic Plan.

The Arizona Department of Health Services (ADHS) is designated as the state agency responsible and accountable for program goals and expenditures. ADHS provides the criteria, policies, and requirements for developing and implementing the Reproductive Health/Family Planning Program. The Contractor is required to achieve and maintain certain minimum standards, and may use a variety of strategies and/or service delivery systems to achieve program standards and desired outcomes. Within the framework of the Reproductive Health/Family Planning Program is the flexibility for the Contractor to implement clinical programs and provide reproductive health services in a manner that suits the needs of the local community.

B. Objective

The objectives of the Reproductive Health/Family Planning Program are to:

1. Ensure access to health care by providing reproductive health/family planning education, counseling, medical care, screening, and referral services to low-income individuals living in rural underserved areas; and
2. Decrease the teen pregnancy rate by providing reproductive health/family planning education, counseling, medical care, and referral services to adolescents statewide.

C. Scope of Work

1. Within the structure and framework of the Reproductive Health/Family Planning Program, BWCH has delegated responsibility to the Contractor to develop, implement, and manage all aspects of the Program at the local level.
2. The Contractor shall comply with all standards and required services as outlined in the Reproductive Health/Family Planning Program Policy and Procedure Manual in developing, implementing, and managing its program.

D. Tasks

1. Administration, Management, and Organization

- 1.1 The Contractor shall maintain an administrative, management, and organizational system that meets all requirements as outlined in this Contract and in the Reproductive Health/Family Planning Program Policy and Procedure Manual.

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1.2 The Contractor shall meet all program requirements, as designated in this Contract and in the Reproductive Health/Family Planning Program Policy and Procedure Manual.

1.3 The Contractor shall provide all deliverables within the time frames designated in this Contract.

2. Required Services

2.1 The Contractor shall provide the complete spectrum of covered reproductive health/family planning methods and services in accordance with current standards as established by the American College of Obstetricians and Gynecologists, and in accordance with the Reproductive Health/Family Planning Program Policy and Procedure Manual.

2.2 The Contractor shall provide the following services as part of an initial and annual exam, and at other times deemed medically appropriate:

2.2.1 Client History,

2.2.2 Client Education,

2.2.3 Counseling,

2.2.4 Physical Assessment,

2.2.5 Laboratory Testing, as medically indicated,

2.2.6 Fertility Regulation,

2.2.7 Level One Infertility Services,

2.2.8 Pregnancy Diagnosis and Counseling,

2.2.9 Adolescent Services,

2.2.10 Sexually Transmitted Infection Screening and Assessment, as medically indicated,

2.2.11 Reproductive Coercion Screening, referral and follow-up, and

2.2.12 Preconception care and reproductive life plan education and follow-up.

2.3 The Contractor shall make uninsured clients aware of the possibility of coverage through the Arizona Health Care Cost Containment System (AHCCCS), and shall provide referrals to AHCCCS as appropriate.

3. Eligibility

3.1 The Contractor shall provide services to persons from low-income families as the highest priority. Low income for the purpose of this program shall be considered to be 150% of the Federal Poverty Level (FPL). The FPL is determined by the Federal Office of Management and Budget and is revised annually.

4. Nondiscrimination

4.1 The Contractor shall provide family planning services without regard to religion, race, color, national origin, creed, disability, gender, number of pregnancies, marital status, age, ability to pay, sexual orientation, and contraceptive preference.

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5. Confidentiality

- 5.1 Every provider shall assure client confidentiality and provide safeguards for individuals against the invasion of personal privacy, as required by the Federal Privacy Act, the Health Insurance Portability and Accountability Act (HIPAA), and Arizona Revised Statutes.

6. Informed Consent

- 6.1 A written, informed consent statement shall be received from the client prior to receiving reproductive health services or medical treatment.
- 6.2 Clients choosing a prescription method of contraception shall receive a method specific consent form that shall be updated annually and/or with each change of prescriptive method.

7. Program Promotion

- 7.1 The Contractor shall establish and implement planned activities whereby their services are made known to the community.

8. Development and Maintenance of a Community Resource and Referral Network

- 8.1 The Contractor shall develop a comprehensive network of available community resources that can be utilized by clients as needed.

9. Development of Partnerships/Collaborative Efforts

- 9.1 The Contractor shall document efforts to develop partnerships and shall coordinate activities with other agencies and organizations in their local communities that provide reproductive health/family planning services and/or referral services.

10. Arizona Health Care Cost Containment System (AHCCCS) Provider Reimbursement

- 10.1 The Contractor shall serve AHCCCS eligible clients to monitor the need in their county to become an AHCCCS provider and maintain documentation of its efforts in becoming an AHCCCS provider.

11. Quality Management and Improvement

- 11.1 The Contractor shall develop a systematic process to continuously monitor the quality and appropriateness of client services, as well as look for ways to improve the Reproductive Health/Family Planning Program including, but not limited to: 1) resolving client problems; 2) providing client satisfaction surveys; and 3) routinely reviewing medical records.

12. Data Collection and Reporting

- 12.1 The Contractor shall maintain adequate supporting documentation to verify that units of service billed, match billable units of services provided. The supporting documentation shall also be used to verify that services were provided only to eligible clients.
- 12.2 The Contractor shall annually submit a line item budget, including all Title V funding. The Contractor shall maintain and submit a quarterly accounting of expenditures by line item. The Contractor shall maintain adequate supporting documentation to verify the line item budget.

13. Program Monitoring and Evaluation

- 13.1 The Program Manager will conduct an annual site review of the Contractor to assess contract

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compliance, to identify and recognize the Contractor's strengths and successes, to provide technical assistance, and to identify opportunities for better communication between BWCH and the Contractor.

E. Requirements

1. Excluded Services

1.1 The Contractor shall not provide abortion services as a method of family planning.

2. Medical Director Oversight

2.1 All medical functions for the Contractor's Reproductive Health/Family Planning Program shall be performed under protocols and/or standing orders approved by the Contractor's Medical Director, and shall be in compliance with state rules and laws.

3. Development of Written Materials for Distribution to Clients

3.1 All written materials for Reproductive Health/Family Planning clients shall be prepared in accordance with the Policy and Procedure Manual and approved by the ADHS Marketing/Communication committee prior to print.

4. Voluntary Participation

4.1 Use of program services by any individual shall be solely on a voluntary basis. Individuals shall not be coerced to receive services or to use or not use any particular method of family planning.

4.2 Acceptance of reproductive health/family planning services shall not be a prerequisite to eligibility for, or receipt of, any other service or assistance from, or participation in, any other programs.

5. Medical Records

5.1 Contractor's staff shall document all pertinent information about client interactions in a confidential client medical record.

5.2 Clients shall have access to their own records and shall have the right to correct any inaccurate information included in the records.

5.3 The Contractor shall follow all guidelines regarding maintenance, release, and storage of medical information, as required by HIPAA and Arizona Revised Statutes.

6. Professional and Clinic Facility Licensing and Standards

6.1 Clinics for the Reproductive Health/Family Planning Program shall be licensed by ADHS as Outpatient Treatment Centers, and shall meet all other applicable state and local codes.

6.2 The Contractor's personnel shall meet all professional certification and licensure requirements.

7. Availability and Accessibility of Clinic Services

7.1 Reproductive health/family planning facilities and services shall be geographically accessible to the population served. Times convenient to the persons seeking services should be considered when programming.

7.2 The facilities should be adequate to provide the necessary services and should be designed to ensure comfort and privacy to the client during registration and examination.

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7.3 The facilities should be readily accessible to people with disabilities.

7.4 All facilities shall have written plans and procedures for the management of emergencies.

8. Contractor Reimbursement

8.1 The Contractor shall submit a complete and accurate Contractor's Expenditure Report (CER) on or before the 20th day of each month following service provision for payment from the state for contracted services provided.

F. State Provided Items

1. BWCH shall provide copies of the Reproductive Health/Family Planning Program Policy and Procedure Manual.

G. Deliverables

1. The Contractor shall submit Monthly Contractor Performance Reports and Contract Expenditure Reports (CERs) by the 20th day of the month following service provision. The report shall contain all information as specified in the Reproductive Health/Family Planning Program Policy and Procedure Manual.
2. The Contractor shall submit a quarterly accounting report of expenditures by line item outlining Reproductive Health/Family Planning expenditures. The quarterly expenditure report is due by April 20th, July 20th, October 20th, and January 20th of each contract year and shall accurately reflect the Contractor's budget and expenditures to date in accordance with instructions as outlined in the Reproductive Health/Family Planning Program Policy and Procedure Manual.
3. The Contractor shall submit by January 31st of each year a listing of clinic hours, days, and locations.
4. The Contractor shall submit an annual evaluation report of its Reproductive Health/Family Planning Program site activities by January 20th of each contracted year. This report shall be prepared in accordance with specifications outlined in the Reproductive Health/Family Planning Program Policy and Procedure Manual.

H. Acceptance

1. Upon delivery and acceptance of the Monthly Performance Reports, the CERs, the quarterly line item budget, and the Annual Report, the Program Manager shall authorize payments. If there is an unavoidable delay in submission of any part of the CER report, the Contractor shall notify the Program Manager. Once the Program Manager has reviewed the CER for errors and/or omissions, the Contractor will be contacted to discuss any discrepancies found. CER's not meeting specification shall be amended by the Contractor. Partial payment of CER's submitted may be authorized by the Program Manager when, 1) Services are delivered, but are not approved by the Program Manager, or 2) Services are delivered, but are not allowed within the Title V guidelines. Once the BWCH Program Manager approves the CER, it will be forwarded for payment.

I. Notices, Correspondence and Reports

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

Arizona Department of Health Services
Bureau of Women's and Children's Health
Reproductive Health/Family Planning Program Manager
150 North 18th Avenue, Suite 320
Phoenix, Arizona 85007-3242

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

Mary Gomez
Cochise Health and Social Services
1415 W. Melody Lane. Bldg. A
Bisbee, AZ 85603
mgomez@cochise.az.gov
520-432-9472

3. Payments from ADHS to the Contractor shall be sent to:

Cochise County Health and Social Services
Reproductive Health/Family Planning
1415 W. Melody Lane. Bldg. A
Bisbee, AZ 85603

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TITLE V FAMILY PLANNING/REPRODUCTIVE HEALTH

Type of Unit	Rate per Unit	Unit of Measure	# of Units	Total
Initial & Annual Visits	\$200.00	Visit	248	\$49,600.00
Professional nursing services in support of a declared state of emergency	\$75.00	Hour	N/A	\$0.00
Services in support of declared state of emergency by staff other than a nurse	\$50.00	Hour	N/A	\$0.00
Annual Report	\$0.00	Each	N/A	\$0.00
TOTAL				\$49,600.00

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

Health & Social Services

Regular Board of Supervisors Meeting**Meeting Date:** 01/08/2013

IGA# ADHS12-022007, Proposition 201 Smoke Free AZ Act Renewal

Submitted By: Jennifer Steiger, Health & Social Services**Department:** Health & Social Services**Presentation:** No A/V Presentation**Recommendation:** Approve**Document Signatures:** BOS Signature NOT Required**# of ORIGINALS** 0**Submitted for Signature:****NAME of PRESENTER:** n/a**TITLE of PRESENTER:** n/a**Mandated Function?:** Federal or State Mandate**Source of Mandate or Basis for Support?:** ADHS

REMINDER: You will use this Agenda Item template if your item involves a Grant (whether a new or renewal grant). You also must attach the Grant Approval Form to the item before Finance will approve it. Select the SPECIAL LINKS on your left-hand menu and Click on "Grant Approval Form". Then complete the form, save it and attach it to your item (on the Attachments tab).

Information
Agenda Item Text:

Approve the renewal to IGA# ADHS12-022007, Proposition 201 Smoke Free Arizona Act (previously IGA# HG HG752220), between the Arizona Department of Health Services (ADHS) and Cochise Health & Social Services (CHSS). The maximum billable amount under this contract is currently \$69,807, funded annually. This contract renewal is for the five year period of 7/1/12 to 6/30/17.

Background:

With the passage of voter approved Proposition 201, CHSS continues to conduct education and compliance activities per this agreement since May 2007. The initial contract amount, \$91,250 has been revised downward by ADHS over successive years as tobacco tax revenues wane statewide and local responsibilities in implementing the Act have come into clearer focus.

Furthermore, Proposition 201 stipulates that all inspectors performing education and compliance activities attend smoke-free training once per year. Such training is provided by ADHS on an annual basis.

Department's Next Steps (if approved):

Your approvals are respectfully requested.

Impact of NOT Approving/Alternatives:

Not approving this IGA renewal may cause the inability for the CHSS to collect the reimbursement for services rendered in a timely manner and could ultimately cause the revocation of the contract and associated funding.

To BOS Staff: Document Disposition/Follow-Up:

BOS Signature is not required. A fully executed original will be sent to the Clerk of the Board for filing purposes.

Fiscal Impact

Fiscal Year: 2012-2013

One-time Fixed Costs? (\$\$\$):

Ongoing Costs? (\$\$\$):

County Match Required? (\$\$\$): 9,138

A-87 Overhead Amt? (Co. Cost Allocation \$\$\$): 12,268

Source of Funding?: ADHS

Fiscal Impact & Funding Sources (if known):

Maximum billable amount for FY 2012/2013 remains the same as FY 2011/2012, \$ 69,807.00. No fiscal impact to salaries or operations is foreseen.

Net County Subsidy of \$9,138 is calculated as follows:

Budgeted Salaries/EREs: 26,880

A-87 Overhead at 46.98%: 12,628

Collected Overhead at 5% small-grant rate: 3,490

Net County Subsidy: 9,138

Attachments

Prop 201 Renewal 2012

COCHISE COUNTY GRANT APPROVAL FORM

Form Initiator: <u>Jennifer Steiger</u>	Department/Division: <u>Health/Env Health</u>
Date Prepared: <u>12/18/12</u>	Telephone: <u>432-9402</u>
Grantor: <u>ADHS</u>	Grant Title: <u>Proposition 201 Smoke Free Arizona</u>
Grant Term From: <u>7/1/12</u>	To: <u>6/30/17</u>
Fund No/Dept. No: <u>240-5000-5300</u>	Note: Fund No. will be assigned by the Finance Department if new.
New Grant ☐ Yes ☒ No	Amendment No. <u>n/a</u> Increase \$ <u>n/a</u> Decrease \$ <u>n/a</u>

Briefly describe purpose of grant:

To provide voter established education and compliance activities within Cochise County at all regulated establishments.

If amendment, provide reason:

n/a. Purchase Order only showing continuation of IGA's funding.

If this is a mandated service, cite source. If not mandated, cite indications of local customer support for this service:

These services are mandated by the Arizona Department of Health Services.

Funding Sources	Federal Funds 332.100	State Funds 336.100	County Funds 391.000	Other	Total
Current Fiscal Year		\$69,807			\$69,807
Remaining Years					
Total Revenue		\$69,807			\$69,807

Is County match required? ☐ Yes ☒ No If yes, dollar amount \$ _____

Has this amount been budgeted? ☒ Yes ☐ No Identify Funding Source: ADHS

Federal Catalog of Federal Domestic Assistance (CFDA) No: _____

Method of collecting grant funds: Lump sum payment ☐ Quarterly payments ☐ Draw ☐ Reimbursement ☒

Is revertment of unexpended funds required at end of grant period? ☐ Yes ☒ No

a) Total A-87 cost allocation \$12,628

b) Amount of overhead allowed by grant \$3,490 County subsidy (a-b) \$9,138

Does Grantor accept indirect costs as an allowable expenditure? ☒ Yes ☐ No

If yes, dollar amount \$ _____ OR percentage allowed _____ 5 %

Number of new positions that will be funded from grant: n/a Number of existing positions funded from grant: n/a

EXECUTIVE SUMMARY FORM

Agenda Number: HLT-- (Prop 201 – Smoke Free AZ – Cochise County)

Recommendation:

Approve the renewal to IGA# ADHS12-022007, Proposition 201 Smoke Free Arizona Act (previously IGA# HG HG752220), between the Arizona Department of Health Services (ADHS) and Cochise Health & Social Services (CHSS). The maximum billable amount under this contract is currently \$69,807, funded annually. This contract renewal is for the five year period of 7/1/12 to 6/30/17.

Background (Brief):

With the passage of voter approved Proposition 201, CHSS continues to conduct education and compliance activities per this agreement since May 2007. The initial contract amount, \$91,250 has been revised downward by ADHS over successive years as tobacco tax revenues wane statewide and local responsibilities in implementing the Act have come into clearer focus.

Furthermore, Proposition 201 stipulates that all inspectors performing education and compliance activities attend smoke-free training once per year. Such training is provided by ADHS on an annual basis.

Fiscal Impact & Funding Sources:

Maximum billable amount for FY 2012/2013 remains the same as FY 2011/2012, \$ 69,807.00.

No fiscal impact to salaries or operations is foreseen.

Net County Subsidy of \$9,138 is calculated as follows:

Budgeted Salaries/EREs	26,880
A-87 Overhead at 46.98%	12,628
Collected Overhead at 5% small-grant rate	<u>3,490</u>
Net County Subsidy	9,138

Next Steps/Action Items/Follow-up:

Your approvals are respectfully requested.

Impact of Not Approving:

Not approving this IGA renewal may cause the inability for the CHSS to collect the reimbursement for services rendered in a timely manner and could ultimately cause the revocation of the contract and associated funding.



INTERGOVERNMENTAL AGREEMENT (IGA)

Contract No. ADHS12-022007

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

Project Title: Prop 201 Smoke Free Arizona

Begin Date: 7/01/12

Geographic Service Area: Cochise County

Termination Date: 6/30/17

Arizona Department of Health Services has authority to contract for services specified herein in accordance with A.R.S. §§ 11-951, 11-952, 36-104 and 36-132. The Contractor represents that it has authority to contract for the performance of the services provided herein pursuant to:

- | | |
|--|---|
| ☒ | Counties: A.R.S. §§ 11-201, 11-951, 11-952 and 36-182. |
| ☐ | Indian Tribes: A.R.S. §§ 11-951, 11-952 and the rules and sovereign authority of the contracting Indian Nation. |
| ☐ | School Districts: A.R.S. §§ 11-951, 11-952, and 15-342. |
| ☐ | City of Phoenix: Chapter II, §§ 1 & 2, Charter, City of Phoenix. |
| ☐ | City of Tempe: Chapter 1, Article 1, §§ 1.01 & 1.03, Charter, City of Tempe. |

Amendments signed by each of the parties and attached hereto are hereby adopted by reference as a part of this Contract, from the effective date of the Amendment, as if fully set out herein.

Arizona Transaction (Sales) Privilege: _____		FOR CLARIFICATION, CONTACT:	
Federal Employer Identification No.: _____		Name: <u>MARY GOMEZ</u>	
Tax License No.: _____		Phone: <u>520-432-9404</u>	
Contractor Name: Cochise County Health and Social Services		FAX No: <u>520 432-9480</u>	
Address: 1415 West Melody Lane, Bldg A Bisbee, AZ 85603-3090			
CONTRACTOR SIGNATURE: The Contractor agrees to perform all the services set forth in the Agreement and Work Statement. <u>Mary Gomez</u> <u>12/18/12</u> Signature of Person Authorized to Sign Date <u>MARY GOMEZ</u> <u>DIRECTOR</u> Print Name and Title		This Contract shall henceforth be referred to as Contract No. <u>ADHS12-022007</u> The Contractor is hereby cautioned not to commence any billable work or provide any material, service or construction under this Contract until Contractor receives a fully executed copy of the Contract. State of Arizona Signed this _____ day of _____, 2012 Procurement Officer RESERVED FOR USE BY THE SECRETARY OF STATE	
CONTRACTOR ATTORNEY SIGNATURE: Pursuant to A.R.S. § 11-952, the undersigned Contractor's Attorney has determined that this Intergovernmental Agreement is in proper form and is within the powers and authority granted under the laws of Arizona. <u>Terry Bannon</u> <u>12-17-12</u> Signature of Person Authorized to Sign Date <u>Terry Bannon</u> <u>DCA</u> Print Name and Title		Under House Bill 2011, A.R.S. § 11-952 was amended to remove the requirement that Intergovernmental Agreements be filed with the Secretary of State.	
Attorney General Contract, No. P0012012000033, which is an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952 by the undersigned Assistant Attorney General, who has determined that it is in the proper form and is within the powers granted under the laws of the State of Arizona to those parties to the Agreement represented by the Attorney General. The Attorney General, BY:			
Signature _____ Date _____ Assistant Attorney General:			

Contract Number	INTERGOVERNMENTAL AGREEMENT
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1. **Definition of Terms.** As used in this Contract, the terms listed below are defined as follows:

- 1.1 "Attachment" means any document attached to the Contract and incorporated into the Contract.
- 1.2 "ADHS" means Arizona Department of Health Services.
- 1.3 "Budget Term" means the period of time for which the contract budget has been created and during which funds should be expended.
- 1.4 "Change Order" means a written order that is signed by a Procurement Officer and that directs the Contractor to make changes authorized by the Uniform Terms and Conditions of the Contract.
- 1.5 "Contract" means the combination of the Uniform and Special Terms and Conditions, the Specifications and Statement or Scope of Work, Attachments, Referenced Documents, any Contract Amendments and any terms applied by law.
- 1.6 "Contract Amendment" means a written document signed by the Procurement Officer and the Contractor that is issued for the purpose of making changes in the Contract.
- 1.7 "Contractor" means any person who has a Contract with the Arizona Department of Health Services.
- 1.8 "Cost Reimbursement" means a contract under which a contractor is reimbursed for costs, which are reasonable, allowable and allocable in accordance with the contract terms and approved by ADHS.
- 1.9 "Days" means calendar days unless otherwise specified.
- 1.10 "Fixed Price" establishes a set price per unit of service. The set price shall be based on costs, which are reasonable, allowable and allocable.
- 1.11 "Gratuity" means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.
- 1.12 "Materials" unless otherwise stated herein, means all property, including but not limited to equipments, supplies, printing, insurance and leases of property.
- 1.13 "Procurement Officer" means the person duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract.
- 1.14 "Purchase Order" means a written document that is signed by a Procurement Officer, that requests a vendor to deliver described goods or services at a specific price and that, on delivery and acceptance of the goods or services by ADHS, becomes an obligation of the State.
- 1.15 "Services" means the furnishing of labor, time or effort by a Contractor or Subcontractor.
- 1.16 "Subcontract" means any contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of this Contract.
- 1.17 "State" means the State of Arizona and/or the ADHS. For purposes of this Contract, the term "State" shall not include the Contractor.

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2. Contract Type.

This Contract shall be:

☒ Fixed Price

3. Contract Interpretation.

- 3.1 Arizona Law. The law of Arizona applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona.
- 3.2 Implied Contract Terms. Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.
- 3.3 Contract Order of Precedence. In the event of a conflict in the provisions of the Contract, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:
 - 3.3.1 Terms and Conditions;
 - 3.3.2 Statement or Scope of Work;
 - 3.3.3 Attachments;
 - 3.3.4 Referenced Documents.
- 3.4 Relationship of Parties. The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.
- 3.5 Severability. The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.
- 3.6 No Parole Evidence. This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document.
- 3.7 No Waiver. Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.
- 3.8 Headings. Headings are for organizational purposes only and shall not be interpreted as having legal significance or meaning.

4. Contract Administration and Operation.

- 4.1 Term. As indicated on the signature page of the Contract, the Contract shall be effective as of the Begin Date and shall remain effective until the Termination Date.
- 4.2 Contract Renewal. This Contract shall not bind, nor purport to bind, the State for any contractual commitment in excess of the original Contract period. The term of the Contract shall not exceed five years. However, if the original Contract period is for less than five years, the State shall have the right, at its sole option, to renew the Contract, so long as the original Contract period together with the renewal periods does not exceed five years. If the State exercises such rights, all terms, conditions and provisions of the original Contract shall remain the same and apply during the renewal period with the exception of price and Scope of Work, which may be renegotiated.
- 4.3 New Budget Term. If a budget term has been completed in a multi-term Contract, the parties may agree to

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change the amount and type of funding to accommodate new circumstances in the next budget term. Any increase or decrease in funding at the time of the new budget term shall coincide with a change in the Scope of Work or change in cost of services as approved by the Arizona Department of Health Services.

- 4.4 Non-Discrimination. The Contractor shall comply with State Executive Order No. 2009-09 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.
- 4.5 Records and Audit. Under A.R.S. § 35-214 and A.R.S. § 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other records ("records") relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit by the State and where applicable the Federal Government at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.
- 4.6 Financial Management For all contracts, the practices, procedures, and standards specified in and required by the Accounting and Auditing Procedures Manual for the ADHS funded programs shall be used by the Contractor in the management of Contract funds and by the State when performing a Contract audit. Funds collected by the Contractor in the form of fees, donations and/or charges for the delivery of these Contract services shall be accounted for in a separate fund.
- 4.6.1 Federal Funding. Contractors receiving federal funds under this Contract shall comply with the certified finance and compliance audit provision of the Office of Management and Budget (OMB) Circular A-133, if applicable. The federal financial assistance information shall be stated in a Change Order or Purchase Order.
- 4.6.2 State Funding. Contractors receiving state funds under this Contract shall comply with the certified compliance provisions of A.R.S. § 35-181.03.
- 4.7 Inspection and Testing. The Contractor agrees to permit access, at reasonable times, to its facilities.
- 4.8 Notices. Notices to the Contractor required by this Contract shall be made by the State to the person indicated on the signature page by the Contractor, unless otherwise stated in the Contract. Notices to the State required by the Contract shall be made by the Contractor to an ADHS Procurement Officer, unless otherwise stated in the Contract. An authorized ADHS Procurement Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice, and an amendment to the Contract shall not be necessary.
- 4.9 Advertising and Promotion of Contract. The Contractor shall not advertise or publish information for commercial benefit concerning this Contract without the prior written approval of an ADHS Procurement Officer.
- 4.10 Property of the State
- 4.10.1 Equipment. Except as provided below or otherwise agreed to by the parties, the title to any and all equipment acquired through the expenditure of funds received from the State shall remain the property of the State by and through the ADHS and, as such, shall remain under the sole direction, management and control of the ADHS. When this Contract is terminated, the disposition of all such property shall be determined by the ADHS. For Fixed Price contracts, when the Contractor provides the services/materials required by the Contract, any and all equipment purchased by the Contractor remains the property of the Contractor. All purchases of equipment need to be reported to the ADHS Office of Inventory Control.
- 4.10.2 Title and Rights to Materials. As used in this section, the term "Materials" means all products created or produced by the Contractor under this Contract, including, but not limited to: written and electronic information, recordings, reports, research, research findings, conclusions, abstracts, results, software, data and any other intellectual property or deliverables created, prepared, or received by the Contractor in performance of this Contract. Contractor acknowledges that all

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Materials are the property of the State by and through the ADHS and, as such, shall remain under the sole direction, management and control of the ADHS. The Contractor is not entitled to a patent or copyright on these Materials and may not transfer a patent or copyright on them to any other person or entity. To the extent any copyright in any Materials may originally vest in the Contractor, the Contractor hereby irrevocably transfers to the ADHS, for and on behalf of the State, all copyright ownership. The ADHS shall have full, complete and exclusive rights to reproduce, duplicate, adapt, distribute, display, disclose, publish, release and otherwise use all Materials. The Contractor shall not use or release these Materials without the prior written consent of the ADHS. When this Contract is terminated, the disposition of all such Materials shall be determined by the ADHS. Further, the Contractor agrees to give recognition to the ADHS for its support of any program when releasing or publishing program Materials.

Notwithstanding the above, if the Contractor is a State agency, the following shall apply instead: It is the intention of ADHS and Contractor that all material and intellectual property developed under this Agreement be used and controlled in ways to produce the greatest benefit to the parties to this Contract and the citizens of the State of Arizona. As used in this paragraph, "Material" means all written and electronic information, recordings, reports, findings, research information, abstracts, results, software, data, discoveries, inventions, procedures and processes of services developed by the Contractor and any other materials created, prepared or received by the Contractor and subcontractors in performance of this Agreement. "Material" as used herein shall not include any pre-existing data, information, materials, discoveries, inventions or any form of intellectual property invented, created, developed or devised by Contractor (or its employees, subcontractors or agents) prior to the commencement of the services funded by this Agreement or that may result from Contractor's involvement in other service activities that are not funded by the Agreement.

Title and exclusive copyright to all Material shall vest in the State of Arizona, subject to any rights reserved on behalf of the federal government. As State agencies and instrumentalities, both ADHS and Contractor shall have full, complete, perpetual, irrevocable and non-transferable rights to reproduce, duplicate, adapt, make derivative works, distribute, display, disclose, publish and otherwise use any and all Material. The Contractor's right to use Material shall include the following rights: the right to use the Material in connection with its internal, non-profit research and educational activities, the right to present at academic or professional meetings or symposia and the right to publish in journals, theses, dissertations or otherwise of Contractor's own choosing. Contractor agrees to provide ADHS with a right of review prior to any publication or public presentation of the Material, and ADHS shall be entitled to request the removal of its confidential information or any other content the disclosure of which would be contrary to the best interest of the State of Arizona. Neither party shall release confidential information to the public without the prior expressly written permission of the other, unless required by the State public records statutes or other law, including a court order. Each party agrees to give recognition to the other party in all public presentations or publications of any Material, when releasing or publishing them.

In addition, ADHS and Contractor agree that any and all Material shall be made freely available to the public to the extent it is in the best interest of the State. However, if either party wants to license or assign an intellectual property interest in the material to a third-party for monetary compensation, ADHS and Contractor agree to convene to determine the relevant issues of title, copyright, patent and distribution of revenue. In the event of a controversy as to whether the Material is being used for monetary compensation or in a way that interferes with the best interest of the state or ADHS, then the Arizona Department of Administration shall make the final decision. Notwithstanding the above, "monetary compensation" does not include compensation paid to an individual creator for traditional publications in academia (the copyrights to which are Employee-Excluded Works under ABOR Intellectual Property Policy Section 6-908C.4.), an honorarium or other reimbursement of expenses for an academic or professional presentation, or an unprofitable distribution of Material

- 4.11 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.

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4.12 Scrutinized Businesses In accordance with A.R.S. § 35-391 and A.R.S. § 35-393, Contractor certifies that the Contractor does not have scrutinized business operations in Sudan or Iran.

4.13 Federal Immigration and Nationality Act The Contractor shall comply with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the Contract. Further, the Contractor shall flow down this requirement to all subcontractors utilized during the term of the Contract. The State shall retain the right to perform random audits of Contractor and subcontractor records or to inspect papers of any employee thereof to ensure compliance. Should the State determine that the Contractor and/or any subcontractors be found noncompliant, the State may pursue all remedies allowed by law, including, but not limited to; suspension of work, termination of the Contract for default and suspension and/or debarment of the Contractor.

5. Costs and Payments

5.1 Payments Payments shall comply with the requirements of A.R.S. Titles 35 and 41, net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate Contractor's Expenditure Report for payment from the State within thirty (30) days, as provided in the Accounting and Auditing Procedures Manual for the ADHS.

5.2 Recoupment of Contract Payments

5.2.1 Unearned Advanced Funds Any unearned State funds that have been advanced to the Contractor and remain in its possession at the end of each budget term, or at the time of termination of the Contract, shall be refunded to the ADHS within forty-five (45) days of the end of a budget term or of the time of termination.

5.2.2 Contracted Services In a fixed price contract, if the number of services provided is less than the number of services for which the Contractor received compensation, funds to be returned to the ADHS shall be determined by the Contract price. Where the price is determined by cost per unit of service or material, the funds to be returned shall be determined by multiplying the unit of service cost by the number of services the Contractor did not provide during the Contract term. Where the price for a deliverable is fixed, but the deliverable has not been completed, the Contractor shall be paid a pro rata portion of the completed deliverable. In a cost reimbursement contract, the ADHS shall pay for any costs that the Contractor can document as having been paid by the Contractor and approved by ADHS. In addition, the Contractor will be paid its reasonable actual costs for work in progress as determined by Generally Accepted Accounting Procedures up to the date of contract termination.

5.2.3 Refunds Within forty-five (45) days after the end of each budget term or of the time of termination of the Contract, the Contractor shall refund the greater of: i) the amount refundable in accordance with paragraph 4.2.1, Unearned Advanced Funds; or ii) the amount refundable in accordance with paragraph 5.2.2, Contracted Services.

5.2.4 Unacceptable Expenditures The Contractor agrees to reimburse the ADHS for all Contract funds expended, which are determined by the ADHS not to have been disbursed by the Contractor in accordance with the terms of this Contract. The Contractor shall reimburse ADHS within 45 days of the determination of unacceptability.

5.3 Unit Costs/Rates or Fees Unit costs/rates or fees shall be based on costs, which are determined by ADHS to be reasonable, allowable and allocable as outlined in the Accounting and Auditing Procedures Manual for the ADHS.

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5.4 Applicable Taxes.

5.4.1 State and Local Transaction Privilege Taxes. The State of Arizona is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect taxes from the buyer does not relieve the seller from its obligation to remit taxes.

5.4.2 Tax Indemnification. The Contractor and all subcontractors shall pay all federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall require all subcontractors to hold the State harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs, including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

5.4.3 I.R.S. W9 Form. In order to receive payment under any resulting Contract, the Contractor shall have a current I.R.S. W9 Form on file with the State of Arizona.

5.5 Availability of Funds for the Next Fiscal Year. Funds may not be presently available for performance under this Contract beyond the first year of the budget term or Contract term. The State may reduce payments or terminate this Contract without further recourse, obligation or penalty in the event that insufficient funds are appropriated in the subsequent budget term. The State shall not be liable for any purchases or Subcontracts entered into by the Contractor in anticipation of such funding. The Procurement Officer shall have the discretion in determining the availability of funds.

5.6 Availability of Funds for the Current Contract Term. Should the State Legislature enter back into session and decrease the appropriations through line item or general fund reductions, or for any other reason these goods or services are not funded as determined by ADHS, the following actions may be taken by ADHS:

5.6.1 Accept a decrease in price offered by the Contractor;

5.6.2 Reduce the number of goods or units of service and reduce the payments accordingly;

5.6.3 Offer reductions in funding as an alternative to Contract termination; or

5.6.4 Cancel the Contract

6. Contract Changes

6.1 Amendments, Purchase Orders and Change Orders. This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment, Purchase Order and/or Change Order within the scope of the Contract, unless the change is administrative or otherwise permitted by the Special Terms and Conditions. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by an unauthorized State employee or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized Contract Amendments, Purchase Orders and/or Change Orders, shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.

6.2 Subcontracts. The Contractor shall not enter into any subcontract under this Contract without the advance written approval of the Procurement Officer. The subcontract shall incorporate by reference all material and applicable terms and conditions of this Contract.

6.3 Assignments and Delegation. The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. The State shall not unreasonably withhold approval.

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7. Risk and Liability

- 7.1 Risk of Loss. The Contractor shall bear all loss of conforming material covered under this Contract until received and accepted by authorized personnel at the location designated in the Purchase Order, Change Order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.
- 7.2 Mutual Indemnification. Each party (as "indemnitor") agrees to indemnify, defend and hold harmless the other party (as "indemnitee") from and against any and all claims, losses, liability, costs or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such claims, which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees or volunteers.
- 7.3 Indemnification - Patent and Copyright. To the extent permitted by A.R.S. § 41-621 and A.R.S. § 35-154, the Contractor shall indemnify and hold harmless the State against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of performance of the Contract or use by the State of materials furnished by or work performed under this Contract. The State shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph.
- 7.4 Force Majeure.
- 7.4.1 Liability and Definition. Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "*force majeure*" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; acts of terrorism; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-interventions not caused by or resulting from the act or failure to act of the parties; failures or refusals to act by government authority not caused by or resulting from the act or failure to act of the parties; and other similar occurrences beyond the control of the party declaring force majeure, which such party is unable to prevent by exercising reasonable diligence.
- 7.4.2 Exclusions. Force Majeure shall not include the following occurrences:
- 7.4.2.1 Late delivery of Materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;
- 7.4.2.2 Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or
- 7.4.2.3 Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.
- 7.4.3 Notice. If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day of the commencement thereof, and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that the results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

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7.4.4 *Default.* Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that, such delay or failure is caused by force majeure.

7.5 Third Party Antitrust Violations. The Contractor assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor for or toward the fulfillment of this Contract.

8. **Description of Materials** The following provisions shall apply to Materials only:

8.1 Liens. The Contractor agrees that the Materials supplied under this Contract are free of liens. In the event the Materials are not free of liens, Contractor shall pay to remove the lien and any associated damages or replace the Materials with Materials free of liens.

8.2 Quality. Unless otherwise modified elsewhere in these terms and conditions, the Contractor agrees that, for one year after acceptance by the State of the Materials, they shall be:

8.2.1 Of a quality to pass without objection in the Contract description;

8.2.2 Fit for the intended purposes for which the Materials are used;

8.2.3 Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;

8.2.4 Adequately contained, packaged and marked as the Contract may require; and

8.2.5 Conform to the written promises or affirmations of fact made by the Contractor.

8.3 Inspection/Testing. Subparagraphs 8.1 through 8.2 of this paragraph are not affected by inspection or testing of or payment for the Materials by the State.

8.4 Compliance With Applicable Laws. The Materials and services supplied under this Contract shall comply with all applicable federal, state and local laws, and the Contractor shall maintain all applicable license and permit requirements.

8.5 Survival of Rights and Obligations After Contract Expiration and Termination.

8.5.1 *Contractor's Representations.* All representations and warranties made by the Contractor under this Contract in paragraphs 7 and 8 shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12.510, except as provided in A.R.S. § 12-529, the State is not subject to or barred by any limitations of actions prescribed in A.R.S. Title 12, Chapter 5.

8.5.2 *Purchase Orders and Change Orders.* Unless otherwise directed in writing by the Procurement Officer, the Contractor shall fully perform and shall be obligated to comply with all Purchase Orders and Change Orders received by the Contractor prior to the expiration or termination hereof, including, without limitation, all Purchase Orders and Change Orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

9. **State's Contractual Remedies**

9.1 Right to Assurance. If the State, in good faith, has reason to believe that the Contractor does not intend to, or is unable to, perform or continue performing under this Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the State's option, be the basis for terminating the Contract.

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9.2 Stop Work Order.

9.2.1 Terms. The State may, at any time, by written order to the Contractor, require the Contractor to stop all or any part of the work called for by this Contract for a period up to ninety (90) Days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.

9.2.2 Cancellation or Expiration. If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.

9.3 Non-exclusive Remedies. The rights and remedies of ADHS under this Contract are not exclusive, and ADHS is entitled to all rights and remedies available to it, including those under the Arizona Uniform Commercial Code and Arizona common law.

9.4 Right of Offset. The State shall be entitled to offset against any sums due the Contractor in any Contract with the State or damages assessed by the State because of the Contractor's non-conforming performance or failure to perform this Contract. The right to offset may include, but is not limited to, a deduction from an unpaid balance and a collection against the bid and/or performance bonds. Any offset taken for damages assessed by the State shall represent a fair and reasonable amount for the actual damages and shall not be a penalty for non-performance.

10. Contract Termination

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

10.2 Gratuities. The State may, by written notice, terminate this Contract, in whole or in part, if the State determines that employment or a Gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the State for the purpose of influencing the outcome of the procurement, securing the Contract or an Amendment to the Contract, or receiving favorable treatment concerning the Contract, including the making of any determination or decision about Contract performance. The State, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the Contractor.

10.3 Suspension or Debarment. The State may, by written notice to the Contractor, immediately terminate this Contract if the State determines that the Contractor or its subcontractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body.

10.4 Termination Without Cause.

10.4.1 Both the State and the Contractor may terminate this Contract at any time with thirty (30) days notice in writing specifying the termination date. Such notices shall be given by personal delivery or by certified mail, return receipt requested.

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10.4.2 If the Contractor terminates this Contract, any monies prepaid by the State, for which no service or benefit was received by the State, shall be refunded to the State within 5 days of the termination notice. In addition, if the Contractor terminates the Contract, the Contractor shall indemnify the State for any sanctions imposed by the funding source as a result of the Contractor's failure to complete the Contract.

10.4.3 If the State terminates this Contract pursuant to this Section, the State shall pay the Contractor the Contract price for all Services and Materials completed up to the date of termination. In a fixed price contract, the State shall pay the amount owed for the Services or Materials by multiplying the unit of service or item cost by the number of unpaid service units or items. In a cost reimbursement contract, the ADHS shall pay for any costs that the Contractor can document as having been paid by the Contractor and approved by ADHS. In addition, the Contractor will be paid its reasonable actual costs for work in progress as determined by GAAP up to the date of termination. Upon such termination, the Contractor shall deliver to the ADHS all deliverables completed. ADHS may require Contractor to negotiate the terms of any remaining deliverables still due.

10.5 Mutual Termination. This Contract may be terminated by mutual written agreement of the parties specifying the termination date and the terms for disposition of property and, as necessary, submission of required deliverables and payment therein.

10.6 Termination for Default. The State reserves the right to terminate the Contract in whole or in part due to the failure of the Contractor to comply with any material obligation, term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. In the event the ADHS terminates the Contract in whole or in part as provided in this paragraph, the ADHS may procure, upon such terms and in such manner as deemed appropriate, Services or Materials, similar to those terminated, and Contractor shall be liable to the ADHS for any excess costs incurred by the ADHS in obtaining such similar Services or Materials.

10.7 Continuation of Performance Through Termination. Upon receipt of the notice of termination and until the effective date of the notice of termination, the Contractor shall perform work consistent with the requirements of the Contract and, if applicable, in accordance with a written transition plan approved by the ADHS. If the Contract is terminated in part, the Contractor shall continue to perform the Contract to the extent not terminated. After receiving the notice of termination, the Contractor shall immediately notify all subcontractors, in writing, to stop work on the effective date of termination, and on the effective date of termination, the Contractor and subcontractors shall stop all work.

10.8 Disposition of Property. Upon termination of this Contract, all property of the State, as defined herein, shall be delivered to the ADHS upon demand.

11. **Arbitration** Pursuant to A.R.S. § 12-1518, disputes under this Contract shall be resolved through the use of arbitration when the case or lawsuit is subject to mandatory arbitration pursuant to rules adopted under A.R.S. § 12-133.

12. **Communication**

12.1 Program Report. When reports are required by the Contract, the Contractor shall provide them in the format approved by ADHS.

12.2 Information and Coordination. The State will provide information to the Contractor pertaining to activities that affect the Contractor's delivery of services, and the Contractor shall be responsible for coordinating their activities with the State's in such a manner as not to conflict or unnecessarily duplicate the State's activities. As the work of the Contractor progresses, advice and information on matters covered by the Contract shall be made available by the Contractor to the State throughout the effective period of the Contract.

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13. **Client Grievances** If applicable, the Contractor and its subcontractors shall use a procedure through which clients may present grievances about the operation of the program that result in the denial, suspension or reduction of services provided pursuant to this Contract and which is acceptable to and approved by the State.
14. **Sovereign Immunity** Pursuant to A.R.S. § 41-621(O), the obtaining of insurance by the State shall not be a waiver of any sovereign immunity defense in the event of suit.
15. **Fingerprint and Certification Requirements/Juvenile Services.**
 - 15.1 Paid and Unpaid Personnel. Pursuant to A.R.S. § 36-425.03, the Contractor shall ensure that all paid and unpaid personnel who are required or are allowed to provide Services directly to juveniles have obtained fingerprint clearance cards in accordance with A.R.S. § 41-1758 et. seq.
 - 15.2 Costs. The Contractor shall assume the costs of fingerprint certifications and may charge these costs to its fingerprinted personnel.
16. **Administrative Changes** The Procurement Officer, or authorized designee, reserves the right to correct any obvious clerical, typographical or grammatical errors, as well as errors in party contact information (collectively, "Administrative Changes"), prior to or after the final execution of a Contract or Contract Amendment. Administrative Changes subject to permissible corrections include: misspellings, grammar errors, incorrect addresses, incorrect Contract Amendment numbers, pagination and citation errors, mistakes in the labeling of the rate as either extended or unit, and calendar date errors that are illogical due to typographical error. The Procurement Office shall subsequently send to the Contractor notice of corrections to administrative errors in a written confirmation letter with a copy of the corrected Administrative Change attached.
17. **Survival of Terms After Termination or Cancellation of Contract** All applicable Contract terms shall survive and apply after Contract termination or cancellation to the extent necessary for Contractor to complete and for the ADHS to receive and accept any final deliverables that are due after the date of the termination or cancellation.
18. **Health Insurance Portability and Accountability Act of 1996 (HIPAA)** The Contractor warrants that it is familiar with the requirements of HIPAA, as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH Act) of 2009, and accompanying regulations and will comply with all applicable HIPAA requirements in the course of this Contract. Contractor warrants that it will cooperate with the Arizona Department of Health Services (ADHS) in the course of performance of the Contract so that both ADHS and Contractor will be in compliance with HIPAA, including cooperation and coordination with the Government Information Technology Agency (GITA), Statewide Information Security and Privacy Office (SISPO) Chief Privacy Officer and HIPAA Coordinator and other compliance officials required by HIPAA and its regulations. Contractor will sign any documents that are reasonably necessary to keep ADHS and Contractor in compliance with HIPAA, including, but not limited to, business associate agreements.

If requested by the ADHS Procurement Office, Contractor agrees to sign a "Pledge To Protect Confidential Information" and to abide by the statements addressing the creation, use and disclosure of confidential information, including information designated as protected health information and all other confidential or sensitive information as defined in policy. In addition, if requested, Contractor agrees to attend or participate in HIPAA training offered by ADHS or to provide written verification that the Contractor has attended or participated in job related HIPAA training that is: (1) intended to make the Contractor proficient in HIPAA for purposes of performing the services required and (2) presented by a HIPAA Privacy Officer or other person or program knowledgeable and experienced in HIPAA and who has been approved by the GITA/SISPO Chief Privacy Officer and HIPAA Coordinator.
19. **Comments Welcome** The ADHS Procurement Office periodically reviews the Uniform Terms and Conditions and welcomes any comments you may have. Please submit your comments to: ADHS Procurement Administrator, Arizona Department of Health Services, 1740 West Adams, Suite 303, Phoenix, Arizona, 85007.

Contract Number	INTERGOVERNMENTAL AGREEMENT
ADHS12-022007	SCOPE OF WORK

A. Background

The Arizona Department of Health Services (ADHS) has been assigned the duties of implementation, education, compliance, and enforcement of Proposition 201, the Smoke-Free Arizona Act (the Act). As a part of this initiative the Department has determined that the most effective and expeditious methodology is to implement the program in partnership with the County Health Departments (CHD). The CHD shall provide an education component, and respond to written, on-line, and telephone complaints or other means of communications directly received from the public as provided in the County delegation authority.

B. Objective

Provide education and compliance activities in accordance with the Act.

C. Scope of Work

The CHD shall:

1. Educate public places, places of employment, and citizens within their jurisdiction with respect to the Smoke-Free Arizona Act.
2. Determine compliance with the Act through inspections and investigations.
3. Identify violations in accordance with Arizona Revised Statute (A.R.S.) § 36-601.01 and Arizona Administrative Code (A.A.C.) R9-2-101 through R9-2-112.
4. Provide an annual report to ADHS that includes the number of educational services provided, the number of compliance activities as outlined in the *Delegation Agreement between Arizona Department of Health Services and the County Health Department* herein after referred to as Delegation Agreement.
5. Provide services within the budget period for this Agreement which is the State Fiscal Year (SFY) of July 1, through June 30, of each year.

D. Tasks

The CHD shall:

1. Provide educational information about the Act to public places, places of employment, and citizens of the County.
2. Document and maintain records of:
 - 2.1 The educational activities by the number of presentations, number of participants, number of consultations and counseling provided, and the number of media contacts;
 - 2.2 The Act compliance inspections/verifications;
 - 2.3 The number of complaints received and the category of the complaint as outlined in the Delegation Agreement;
 - 2.4 The number of complaint inspections completed and the category of the complaint inspection as outlined in the Delegation Agreement;
3. Track complaints using the smokefreearizona.org complaint tracking system.
4. Investigate all complaints by inspection or written notice.

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5. Perform complaint inspections in accordance with established time frames as outlined in A.A.C. R9-2-108 in response to public complaints and as requested by the ADHS.
6. Forward all documentation of complaint inspections and investigations with any findings, recommendations, etc., for ADHS to evaluate and consider for enforcement actions.
7. Prepare and submit:
 - 7.1 Contractor's Expenditure Report (CER) quarterly (form to be provided by ADHS); and
 - 7.2 A backup report detailing the expenditures listed on the CER.
8. Prepare and submit an annual report (format provided by ADHS) summarizing all programmatic activities for the program each year starting May 1 of each year.
9. Ensure that inspectors, health educators, and supervisors performing education and compliance activities attend the Smoke-Free Arizona annual training provided by ADHS at least once a year.

E. Unobligated/Unexpended Funds

1. Any funds provided to the CHD and determined to be unearned and remaining after the SFY budget period, shall be returned to the ADHS in accordance with A.R.S. § 36-601.01(L)(2). Per statute, these returned funds "...shall be deposited in the tobacco products tax fund and used for education programs to reduce and eliminate tobacco use and for no other purpose".
2. The CHD shall within sixty (60) days after the end of SFY budget period:
 - 2.1 Provide a complete accounting of all expended funds and any outstanding obligations;
 - 2.2 Return the unobligated/unexpended balance to ADHS, if applicable;
 - 2.3 Return monies collected from fees and fines in a separate payment from the unobligated/unexpended balance.
3. The expenditure and obligation shall be restricted to services performed within the appropriate budget period.

F. State Provided Items

ADHS shall provide:

1. Smokefreearizona.org website, which provides:
 - 1.1 Information, including signs, brochures for download; and
 - 1.2 Electronic submission of complaints.
2. Smoke-Free Arizona signs ("No Smoking") to be used for:
 - 2.1 Businesses and public places;
 - 2.2 Restaurants and bars; and
 - 2.3 Vehicles used for business purposes.
3. Informational brochures for:

Contract Number	INTERGOVERNMENTAL AGREEMENT
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3.1 The general public;

3.2 Businesses, restaurants, and bars.

4. Smoke-Free Arizona annual training for all County staff performing education and compliance activities. Training classes will be provided in the Phoenix metro area or electronically.

G. Reference Documents

A.R.S. § 36.601.01 and A.A.C. R9-2-101 through R9-2-112. The rules have been published by the Secretary of State (SOS) and are available on the SOS website.

H. Deliverables

The CHD shall submit:

1. A quarterly CER (format provided by ADHS). The CER shall be on the State Fiscal Year of July 1, through June 30, of each year.
2. An annual report summarizing all programmatic activities from May 1, through April 30, of each year. The report shall be submitted to ADHS by May 10, each year.

I. Notices, Correspondence and Reports

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

Smoke-Free Arizona Program
Arizona Department of Health Services
150 N 18th Ave Ste 130
Phoenix, AZ 85007
Phone: 602-364-3449
Fax: 602-364-3146

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

Cochise County Health and Social Services
1415 West Melody Lane, Bldg A
Bisbee, AZ 85603-3090
Phone 520-432-9472
Fax 520-432-9480

Contract Number	INTERGOVERNMENTAL AGREEMENT
ADHS12-022007	PRICE SHEET

PRICE SHEET/FEE SCHEDULE

Type of Unit	Unit Rate
Budget Periods: 7/1 – 6/30	
Education and Compliance Activities of Food Establishments Under Permit in Cochise County	\$30.00 Per Visit
Education and Compliance Activities of Public Places and Places of Employment Located in Cochise County	\$130.00 Per Visit
Estimated quarterly amount	\$17,451.75
Not to exceed Annual Total	\$69,807.00

Note: If the CHD has unused funds from the previous quarters, the CHD shall carry forward the funds to the following quarters, up to the term of the budget period.

All expenses are included inclusive of any travel and travel related expenses.

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

Health & Social Services

Regular Board of Supervisors Meeting**Meeting Date:** 01/08/2013

IGA# ADHS13-034429, Teen Pregnancy Prevention Program Renewal

Submitted By: Jennifer Steiger, Health & Social Services**Department:** Health & Social Services**Presentation:** No A/V Presentation**Recommendation:** Approve**Document Signatures:** BOS Signature NOT Required**# of ORIGINALS** 0**Submitted for Signature:****NAME of PRESENTER:** n/a**TITLE of PRESENTER:** n/a**Mandated Function?:** Not Mandated**Source of Mandate or Basis for Support?:**

REMINDER: You will use this Agenda Item template if your item involves a Grant (whether a new or renewal grant). You also must attach the Grant Approval Form to the item before Finance will approve it. Select the SPECIAL LINKS on your left-hand menu and Click on "Grant Approval Form". Then complete the form, save it and attach it to your item (on the Attachments tab).

Information
Agenda Item Text:

Approve renewal of IGA# ADHS13-034429, Teen Pregnancy Prevention Program (previously HG861229), between the Arizona Department of Health Services and Cochise Health & Social Services, in the amount of \$136,414 annually, for the period of January 1, 2013 through December 31, 2017.

Background:

This contract is the second five-year cycle of ADHS funding for Teen Pregnancy Prevention services in Cochise County. As per state guidelines, our staff has been trained in eight separate evidence-based curriculae in order to provide a "menu of services" to school districts and other youth-serving organizations. We currently have partnerships with Douglas, Benson and Willcox school districts to provide curriculum to their students and are working on developing partnerships with Sierra Vista, Tombstone, Bowie and San Simon School Districts. We also work with the Juvenile Probation System to deliver curriculum to youth probationer, parents of probationers and teens in detention. We are continuing implementation of the Youth Health Coalition, begun in 2011 in collaboration with the ADHS-funded Tobacco Prevention program. The Youth Health Coalition assists with teen pregnancy prevention efforts by developing and providing "prevention messaging" in schools and at other youth-centered events. We also offer parent education classes on talking to youth about sensitive subjects.

This program is important as Arizona has the fourth highest rate of teen pregnancy in the country and the border communities of Douglas and Bisbee/Naco are four times the national average.

Department's Next Steps (if approved):

Your approvals are respectfully requested.

Impact of NOT Approving/Alternatives:

Not approving this renewal will cause all activities falling under the Teen Pregnancy Prevention Program grant to cease.

To BOS Staff: Document Disposition/Follow-Up:

BOS signature is not required. A fully executed original will be sent to the Clerk of the Board for filing purposes.

Fiscal Impact

Fiscal Year: 2012-2013

One-time Fixed Costs? (\$\$\$):

Ongoing Costs? (\$\$\$):

County Match Required? (\$\$\$):

A-87 Overhead Amt? (Co. Cost Allocation \$\$\$): 42,880

Source of Funding?: ADHS

Fiscal Impact & Funding Sources (if known):

This is a grant-funded, cost reimbursement program by the ADHS funded at \$136,414. The net county subsidy is calculated as follows:

ADHS-Approved Salaries/ERES \$91,272

A-87 OH at 46.98% \$42,880

Authorized OH at 15% \$18,254

Net County Subsidy \$24,625

Attachments

Teen Pregnancy Renewal 12-12

COCHISE COUNTY GRANT APPROVAL FORM

Form Initiator: <u>Jennifer Steiger</u>	Department/Division: <u>Health/Prevention</u>
Date Prepared: <u>12/18/11</u>	Telephone: <u>520-432-9402</u>
Grantor: <u>ADHS</u>	Grant Title: <u>Teen Pregnancy Prevention</u>
Grant Term From: <u>1/1/13</u>	To: <u>12/31/17</u>
Fund No/Dept. No: _____	Note: Fund No. will be assigned by the Finance Department if new.
New Grant ☐ Yes ☒ No	Amendment No. _____ Increase \$ _____ Decrease \$ _____

Briefly describe purpose of grant:

Provides various Teen Pregnancy Prevention programs and activities in Cochise County for residents in the at risk group.

If amendment, provide reason:

This amendment is renewing the annual IGA funding. this is a price sheet amendment.

If this is a mandated service, cite source. If not mandated, cite indications of local customer support for this service:

Funding Sources	Federal Funds 332.100	State Funds 336.100	County Funds 391.000	Other	Total
Current Fiscal Year		\$ 136,414			\$ 136,414
Remaining Years					
Total Revenue		\$ 136,414			\$ 136,414

Is County match required? ☐ Yes ☒ No If yes, dollar amount \$ _____

Has this amount been budgeted? ☒ Yes ☐ No Identify Funding Source: ADHS

Federal Catalog of Federal Domestic Assistance (CFDA) No: _____

Method of collecting grant funds: Lump sum payment ☐ Quarterly payments ☐ Draw ☐ Reimbursement ☒

Is revertment of unexpended funds required at end of grant period? ☐ Yes ☒ No

a) Total A-87 cost allocation \$ 42,880

b) Amount of overhead allowed by grant \$ 18,254 County subsidy (a-b) \$ 24,625

Does Grantor accept indirect costs as an allowable expenditure? ☒ Yes ☐ No

If yes, dollar amount \$ 18,254 OR percentage allowed 15 %

Number of new positions that will be funded from grant: 0 Number of existing positions funded from grant: 2

Executive Summary Form

Agenda Number: HLT Teen Pregnancy Prevention Program

Recommendation:

Approve renewal of IGA# ADHS13-034429, Teen Pregnancy Prevention Program (previously HG861229), between the Arizona Department of Health Services Cochise Health & Social Services, in the amount of \$136,414 annually, for the period of January 1, 2013 through December 31, 2017.

Background (Brief):

This contract is the second five-year cycle of ADHS funding for Teen Pregnancy Prevention services in Cochise County. As per state guidelines, our staff has been trained in eight separate evidence-based curriculae in order to provide a "menu of services" to school districts and other youth-serving organizations. We currently have partnerships with Douglas, Benson and Willcox school districts to provide curriculum to their students and are working on developing partnerships with Sierra Vista, Tombstone, Bowie and San Simon School Districts. We also work with the Juvenile Probation System to deliver curriculum to youth probationer, parents of probationers and teens in detention. We are continuing implementation of the Youth Health Coalition, begun in 2011 in collaboration with the ADHS-funded Tobacco Prevention program. The Youth Health Coalition assists with teen pregnancy prevention efforts by developing and providing "prevention messaging" in schools and at other youth-centered events. We also offer parent education classes on talking to youth about sensitive subjects.

This program is important as Arizona has the fourth highest rate of teen pregnancy in the country and the border communities of Douglas and Bisbee/Naco are four times the national average.

Fiscal Impact & Funding Sources:

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ADHS-Approved Salaries/ERES	\$91,272
A-87 OH at 46.98%	\$42,880
<u>Authorized OH at 15%</u>	<u>\$18,254</u>
Net County Subsidy	\$24,625

Next Steps/Action Items/Follow-up:

Your approvals are respectfully requested.

Impact of Not Approving:

Not approving this amendment will cause all activities falling under the Teen Pregnancy Prevention Program grant to cease.



INTERGOVERNMENTAL AGREEMENT (IGA)

Contract No. ADHS13-034429

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

Project Title: Teen Pregnancy Prevention – Abstinence Plus

Begin Date: 01/01/2013

Geographic Service Area: Cochise County

Termination Date: 12/31/2017

Arizona Department of Health Services has authority to contract for services specified herein in accordance with A.R.S. §§ 11-951, 11-952, 36-104 and 36-132. The Contractor represents that it has authority to contract for the performance of the services provided herein pursuant to:

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☐

Counties: A.R.S. §§ 11-201, 11-951, 11-952 and 36-182.

Indian Tribes: A.R.S. §§ 11-951, 11-952 and the rules and sovereign authority of the contracting Indian Nation.

School Districts: A.R.S. §§ 11-951, 11-952, and 15-342.

City of Phoenix: Chapter II, §§ 1 & 2, Charter, City of Phoenix.

City of Tempe: Chapter 1, Article 1, §§ 1.01 & 1.03, Charter, City of Tempe.

Amendments signed by each of the parties and attached hereto are hereby adopted by reference as a part of this Contract, from the effective date of the Amendment, as if fully set out herein.

Arizona Transaction (Sales) Privilege: _____
Federal Employer Identification No.: _____
Tax License No.: _____
Contractor Name: **Cochise County Health & Social Services**
Address: **1415 West Melody Lane, Bldg. A
Bisbee, AZ 85603**

FOR CLARIFICATION, CONTACT:

Name: _____
Phone: _____
FAX No: _____

CONTRACTOR SIGNATURE:

The Contractor agrees to perform all the services set forth in the Agreement and Work Statement.

Signature of Person Authorized to Sign _____ Date _____

Mary Gomez
MARY GOMEZ DIRECTOR - CHSS
Print Name and Title

This Contract shall henceforth be referred to as Contract

No. **ADHS13-034429** The Contractor is hereby cautioned not to commence any billable work or provide any material, service or construction under this Contract until Contractor receives a fully executed copy of the Contract.

State of Arizona

Signed this _____ day of _____, Year _____

CONTRACTOR ATTORNEY SIGNATURE:

Pursuant to A.R.S. § 11-952, the undersigned Contractor's Attorney has determined that this Intergovernmental Agreement is in proper form and is within the powers and authority granted under the laws of Arizona.

Signature of Person Authorized to Sign _____ Date 11-30-12

Terry Cannon
Terry Cannon, Civil Deputy Attorney
Print Name and Title

Procurement Officer

RESERVED FOR USE BY THE SECRETARY OF STATE

Under House Bill 2011, A.R.S. § 11-952 was amended to remove the requirement that Intergovernmental Agreements be filed with the Secretary of State.

Attorney General Contract, No. P0012012000033, which is an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952 by the undersigned Assistant Attorney General, who has determined that it is in the proper form and is within the powers granted under the laws of the State of Arizona to those parties to the Agreement represented by the Attorney General.

The Attorney General, BY:

Signature _____ Date _____
Assistant Attorney General:

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1. **Definition of Terms.** As used in this Contract, the terms listed below are defined as follows:
 - 1.1 "Attachment" means any document attached to the Contract and incorporated into the Contract.
 - 1.2 "ADHS" means Arizona Department of Health Services.
 - 1.3 "Budget Term" means the period of time for which the contract budget has been created and during which funds should be expended.
 - 1.4 "Change Order" means a written order that is signed by a Procurement Officer and that directs the Contractor to make changes authorized by the Uniform Terms and Conditions of the Contract.
 - 1.5 "Contract" means the combination of the Uniform and Special Terms and Conditions, the Specifications and Statement or Scope of Work, Attachments, Referenced Documents, any Contract Amendments and any terms applied by law.
 - 1.6 "Contract Amendment" means a written document signed by the Procurement Officer and the Contractor that is issued for the purpose of making changes in the Contract.
 - 1.7 "Contractor" means any person who has a Contract with the Arizona Department of Health Services.
 - 1.8 "Cost Reimbursement" means a contract under which a contractor is reimbursed for costs, which are reasonable, allowable and allocable in accordance with the contract terms and approved by ADHS.
 - 1.9 "Days" means calendar days unless otherwise specified.
 - 1.10 "Fixed Price" establishes a set price per unit of service. The set price shall be based on costs, which are reasonable, allowable and allocable.
 - 1.11 "Gratuity" means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.
 - 1.12 "Materials" unless otherwise stated herein, means all property, including but not limited to equipment, supplies, printing, insurance and leases of property.
 - 1.13 "Procurement Officer" means the person duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract.
 - 1.14 "Purchase Order" means a written document that is signed by a Procurement Officer, that requests a vendor to deliver described goods or services at a specific price and that, on delivery and acceptance of the goods or services by ADHS, becomes an obligation of the State.
 - 1.15 "Services" means the furnishing of labor, time or effort by a Contractor or Subcontractor.
 - 1.16 "Subcontract" means any contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of this Contract.
 - 1.17 "State" means the State of Arizona and/or the ADHS. For purposes of this Contract, the term "State" shall not include the Contractor.

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2. **Contract Type.**

This Contract shall be:

 X Cost Reimbursement

3. **Contract Interpretation.**

- 3.1 Arizona Law. The law of Arizona applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona.
- 3.2 Implied Contract Terms. Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.
- 3.3 Contract Order of Precedence. In the event of a conflict in the provisions of the Contract, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:
 - 3.3.1 Terms and Conditions;
 - 3.3.2 Statement or Scope of Work;
 - 3.3.3 Attachments;
 - 3.3.4 Referenced Documents.
- 3.4 Relationship of Parties. The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.
- 3.5 Severability. The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.
- 3.6 No Parole Evidence. This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document.
- 3.7 No Waiver. Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.
- 3.8 Headings. Headings are for organizational purposes only and shall not be interpreted as having legal significance or meaning.

4. **Contract Administration and Operation.**

- 4.1 Term. As indicated on the signature page of the Contract, the Contract shall be effective as of the Begin Date and shall remain effective until the Termination Date.
- 4.2 Contract Renewal. This Contract shall not bind, nor purport to bind, the State for any contractual commitment in excess of the original Contract period. The term of the Contract shall not exceed five years. However, if the original Contract period is for less than five years, the State shall have the right, at its sole option, to renew the Contract, so long as the original Contract period together with the renewal periods does not exceed five years. If the State exercises such rights, all terms, conditions and provisions of the original Contract shall remain the same and apply during the renewal period with the exception of price and Scope of Work, which may be renegotiated.
- 4.3 New Budget Term. If a budget term has been completed in a multi-term Contract, the parties may agree to

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change the amount and type of funding to accommodate new circumstances in the next budget term. Any increase or decrease in funding at the time of the new budget term shall coincide with a change in the Scope of Work or change in cost of services as approved by the Arizona Department of Health Services.

- 4.4 Non-Discrimination. The Contractor shall comply with State Executive Order No. 2009-09 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.
- 4.5 Records and Audit. Under A.R.S. § 35-214 and A.R.S. § 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other records ("records") relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit by the State and where applicable the Federal Government at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.
- 4.6 Financial Management. For all contracts, the practices, procedures, and standards specified in and required by the Accounting and Auditing Procedures Manual for the ADHS funded programs shall be used by the Contractor in the management of Contract funds and by the State when performing a Contract audit. Funds collected by the Contractor in the form of fees, donations and/or charges for the delivery of these Contract services shall be accounted for in a separate fund.
 - 4.6.1 Federal Funding. Contractors receiving federal funds under this Contract shall comply with the certified finance and compliance audit provision of the Office of Management and Budget (OMB) Circular A-133, if applicable. The federal financial assistance information shall be stated in a Change Order or Purchase Order.
 - 4.6.2 State Funding. Contractors receiving state funds under this Contract shall comply with the certified compliance provisions of A.R.S. § 35-181.03.
- 4.7 Inspection and Testing. The Contractor agrees to permit access, at reasonable times, to its facilities.
- 4.8 Notices. Notices to the Contractor required by this Contract shall be made by the State to the person indicated on the signature page by the Contractor, unless otherwise stated in the Contract. Notices to the State required by the Contract shall be made by the Contractor to an ADHS Procurement Officer, unless otherwise stated in the Contract. An authorized ADHS Procurement Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice, and an amendment to the Contract shall not be necessary.
- 4.9 Advertising and Promotion of Contract. The Contractor shall not advertise or publish information for commercial benefit concerning this Contract without the prior written approval of an ADHS Procurement Officer.
- 4.10 Property of the State.
 - 4.10.1 Equipment. Except as provided below or otherwise agreed to by the parties, the title to any and all equipment acquired through the expenditure of funds received from the State shall remain the property of the State by and through the ADHS and, as such, shall remain under the sole direction, management and control of the ADHS. When this Contract is terminated, the disposition of all such property shall be determined by the ADHS. For Fixed Price contracts, when the Contractor provides the services/materials required by the Contract, any and all equipment purchased by the Contractor remains the property of the Contractor. All purchases of equipment need to be reported to the ADHS Office of Inventory Control.
 - 4.10.2 Title and Rights to Materials. As used in this section, the term "Materials" means all products created or produced by the Contractor under this Contract, including, but not limited to: written and electronic information, recordings, reports, research, research findings, conclusions, abstracts, results, software, data and any other intellectual property or deliverables created, prepared, or received by the Contractor in performance of this Contract. Contractor acknowledges that all

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Materials are the property of the State by and through the ADHS and, as such, shall remain under the sole direction, management and control of the ADHS. The Contractor is not entitled to a patent or copyright on these Materials and may not transfer a patent or copyright on them to any other person or entity. To the extent any copyright in any Materials may originally vest in the Contractor, the Contractor hereby irrevocably transfers to the ADHS, for and on behalf of the State, all copyright ownership. The ADHS shall have full, complete and exclusive rights to reproduce, duplicate, adapt, distribute, display, disclose, publish, release and otherwise use all Materials. The Contractor shall not use or release these Materials without the prior written consent of the ADHS. When this Contract is terminated, the disposition of all such Materials shall be determined by the ADHS. Further, the Contractor agrees to give recognition to the ADHS for its support of any program when releasing or publishing program Materials.

Notwithstanding the above, if the Contractor is a State agency, the following shall apply instead: It is the intention of ADHS and Contractor that all material and intellectual property developed under this Agreement be used and controlled in ways to produce the greatest benefit to the parties to this Contract and the citizens of the State of Arizona. As used in this paragraph, "Material" means all written and electronic information, recordings, reports, findings, research information, abstracts, results, software, data, discoveries, inventions, procedures and processes of services developed by the Contractor and any other materials created, prepared or received by the Contractor and subcontractors in performance of this Agreement. "Material" as used herein shall not include any pre-existing data, information, materials, discoveries, inventions or any form of intellectual property invented, created, developed or devised by Contractor (or its employees, subcontractors or agents) prior to the commencement of the services funded by this Agreement or that may result from Contractor's involvement in other service activities that are not funded by the Agreement.

Title and exclusive copyright to all Material shall vest in the State of Arizona, subject to any rights reserved on behalf of the federal government. As State agencies and instrumentalities, both ADHS and Contractor shall have full, complete, perpetual, irrevocable and non-transferable rights to reproduce, duplicate, adapt, make derivative works, distribute, display, disclose, publish and otherwise use any and all Material. The Contractor's right to use Material shall include the following rights: the right to use the Material in connection with its internal, non-profit research and educational activities, the right to present at academic or professional meetings or symposia and the right to publish in journals, theses, dissertations or otherwise of Contractor's own choosing. Contractor agrees to provide ADHS with a right of review prior to any publication or public presentation of the Material, and ADHS shall be entitled to request the removal of its confidential information or any other content the disclosure of which would be contrary to the best interest of the State of Arizona. Neither party shall release confidential information to the public without the prior expressly written permission of the other, unless required by the State public records statutes or other law, including a court order. Each party agrees to give recognition to the other party in all public presentations or publications of any Material, when releasing or publishing them.

In addition, ADHS and Contractor agree that any and all Material shall be made freely available to the public to the extent it is in the best interest of the State. However, if either party wants to license or assign an intellectual property interest in the material to a third-party for monetary compensation, ADHS and Contractor agree to convene to determine the relevant issues of title, copyright, patent and distribution of revenue. In the event of a controversy as to whether the Material is being used for monetary compensation or in a way that interferes with the best interest of the state or ADHS, then the Arizona Department of Administration shall make the final decision. Notwithstanding the above, "monetary compensation" does not include compensation paid to an individual creator for traditional publications in academia (the copyrights to which are Employee-Excluded Works under ABOR Intellectual Property Policy Section 6-908C.4.), an honorarium or other reimbursement of expenses for an academic or professional presentation, or an unprofitable distribution of Material.

- 4.11 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.

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4.12 Scrutinized Businesses In accordance with A.R.S. § 35-391 and A.R.S. § 35-393, Contractor certifies that the Contractor does not have scrutinized business operations in Sudan or Iran.

4.13 Federal Immigration and Nationality Act The Contractor shall comply with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the Contract. Further, the Contractor shall flow down this requirement to all subcontractors utilized during the term of the Contract. The State shall retain the right to perform random audits of Contractor and subcontractor records or to inspect papers of any employee thereof to ensure compliance. Should the State determine that the Contractor and/or any subcontractors be found noncompliant, the State may pursue all remedies allowed by law, including, but not limited to; suspension of work, termination of the Contract for default and suspension and/or debarment of the Contractor.

5. **Costs and Payments**

5.1 Payments. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate Contractor's Expenditure Report for payment from the State within thirty (30) days, as provided in the Accounting and Auditing Procedures Manual for the ADHS.

5.2 Recoupment of Contract Payments.

5.2.1 Unearned Advanced Funds. Any unearned State funds that have been advanced to the Contractor and remain in its possession at the end of each budget term, or at the time of termination of the Contract, shall be refunded to the ADHS within forty-five (45) days of the end of a budget term or of the time of termination.

5.2.2 Contracted Services. In a fixed price contract, if the number of services provided is less than the number of services for which the Contractor received compensation, funds to be returned to the ADHS shall be determined by the Contract price. Where the price is determined by cost per unit of service or material, the funds to be returned shall be determined by multiplying the unit of service cost by the number of services the Contractor did not provide during the Contract term. Where the price for a deliverable is fixed, but the deliverable has not been completed, the Contractor shall be paid a pro rata portion of the completed deliverable. In a cost reimbursement contract, the ADHS shall pay for any costs that the Contractor can document as having been paid by the Contractor and approved by ADHS. In addition, the Contractor will be paid its reasonable actual costs for work in progress as determined by Generally Accepted Accounting Procedures up to the date of contract termination.

5.2.3 Refunds. Within forty-five (45) days after the end of each budget term or of the time of termination of the Contract, the Contractor shall refund the greater of: i) the amount refundable in accordance with paragraph 4.2.1, Unearned Advanced Funds; or ii) the amount refundable in accordance with paragraph 5.2.2, Contracted Services.

5.2.4 Unacceptable Expenditures. The Contractor agrees to reimburse the ADHS for all Contract funds expended, which are determined by the ADHS not to have been disbursed by the Contractor in accordance with the terms of this Contract. The Contractor shall reimburse ADHS within 45 days of the determination of unacceptability.

5.3 Unit Costs/Rates or Fees. Unit costs/rates or fees shall be based on costs, which are determined by ADHS to be reasonable, allowable and allocable as outlined in the Accounting and Auditing Procedures Manual for the ADHS.

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5.4 Applicable Taxes.

5.4.1 State and Local Transaction Privilege Taxes. The State of Arizona is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect taxes from the buyer does not relieve the seller from its obligation to remit taxes.

5.4.2 Tax Indemnification. The Contractor and all subcontractors shall pay all federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall require all subcontractors to hold the State harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs, including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

5.4.3 I.R.S. W9 Form. In order to receive payment under any resulting Contract, the Contractor shall have a current I.R.S. W9 Form on file with the State of Arizona.

5.5 Availability of Funds for the Next Fiscal Year. Funds may not be presently available for performance under this Contract beyond the first year of the budget term or Contract term. The State may reduce payments or terminate this Contract without further recourse, obligation or penalty in the event that insufficient funds are appropriated in the subsequent budget term. The State shall not be liable for any purchases or Subcontracts entered into by the Contractor in anticipation of such funding. The Procurement Officer shall have the discretion in determining the availability of funds.

5.6 Availability of Funds for the Current Contract Term. Should the State Legislature enter back into session and decrease the appropriations through line item or general fund reductions, or for any other reason these goods or services are not funded as determined by ADHS, the following actions may be taken by ADHS:

5.6.1 Accept a decrease in price offered by the Contractor;

5.6.2 Reduce the number of goods or units of service and reduce the payments accordingly;

5.6.3 Offer reductions in funding as an alternative to Contract termination; or

5.6.4 Cancel the Contract.

6. **Contract Changes**

6.1 Amendments, Purchase Orders and Change Orders. This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment, Purchase Order and/or Change Order within the scope of the Contract, unless the change is administrative or otherwise permitted by the Special Terms and Conditions. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by an unauthorized State employee or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized Contract Amendments, Purchase Orders and/or Change Orders, shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.

6.2 Subcontracts. The Contractor shall not enter into any subcontract under this Contract without the advance written approval of the Procurement Officer. The subcontract shall incorporate by reference all material and applicable terms and conditions of this Contract.

6.3 Assignments and Delegation. The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. The State shall not unreasonably withhold approval.

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7. Risk and Liability

- 7.1 Risk of Loss. The Contractor shall bear all loss of conforming material covered under this Contract until received and accepted by authorized personnel at the location designated in the Purchase Order, Change Order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.
- 7.2 Mutual Indemnification. Each party (as "indemnitor") agrees to indemnify, defend and hold harmless the other party (as "indemnatee") from and against any and all claims, losses, liability, costs or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such claims, which result in vicarious/derivative liability to the indemnatee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees or volunteers.
- 7.3 Indemnification - Patent and Copyright. To the extent permitted by A.R.S. § 41-621 and A.R.S. § 35-154, the Contractor shall indemnify and hold harmless the State against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of performance of the Contract or use by the State of materials furnished by or work performed under this Contract. The State shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph.
- 7.4 Force Majeure.
- 7.4.1 Liability and Definition. Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "*force majeure*" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; acts of terrorism; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-interventions not caused by or resulting from the act or failure to act of the parties; failures or refusals to act by government authority not caused by or resulting from the act or failure to act of the parties; and other similar occurrences beyond the control of the party declaring force majeure, which such party is unable to prevent by exercising reasonable diligence.
- 7.4.2 Exclusions. Force Majeure shall not include the following occurrences:
- 7.4.2.1 Late delivery of Materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;
- 7.4.2.2 Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or
- 7.4.2.3 Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.
- 7.4.3 Notice. If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day of the commencement thereof, and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that the results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

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7.4.4 *Default.* Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that, such delay or failure is caused by force majeure.

7.5 Third Party Antitrust Violations. The Contractor assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor for or toward the fulfillment of this Contract.

8. **Description of Materials** The following provisions shall apply to Materials only:

8.1 Liens. The Contractor agrees that the Materials supplied under this Contract are free of liens. In the event the Materials are not free of liens, Contractor shall pay to remove the lien and any associated damages or replace the Materials with Materials free of liens.

8.2 Quality. Unless otherwise modified elsewhere in these terms and conditions, the Contractor agrees that, for one year after acceptance by the State of the Materials, they shall be:

8.2.1 Of a quality to pass without objection in the Contract description;

8.2.2 Fit for the intended purposes for which the Materials are used;

8.2.3 Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;

8.2.4 Adequately contained, packaged and marked as the Contract may require; and

8.2.5 Conform to the written promises or affirmations of fact made by the Contractor.

8.3 Inspection/Testing. Subparagraphs 8.1 through 8.2 of this paragraph are not affected by inspection or testing of or payment for the Materials by the State.

8.4 Compliance With Applicable Laws. The Materials and services supplied under this Contract shall comply with all applicable federal, state and local laws, and the Contractor shall maintain all applicable license and permit requirements.

8.5 Survival of Rights and Obligations After Contract Expiration and Termination.

8.5.1 *Contractor's Representations.* All representations and warranties made by the Contractor under this Contract in paragraphs 7 and 8 shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12.510, except as provided in A.R.S. § 12-529, the State is not subject to or barred by any limitations of actions prescribed in A.R.S. Title 12, Chapter 5.

8.5.2 *Purchase Orders and Change Orders.* Unless otherwise directed in writing by the Procurement Officer, the Contractor shall fully perform and shall be obligated to comply with all Purchase Orders and Change Orders received by the Contractor prior to the expiration or termination hereof, including, without limitation, all Purchase Orders and Change Orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

9. **State's Contractual Remedies**

9.1 Right to Assurance. If the State, in good faith, has reason to believe that the Contractor does not intend to, or is unable to, perform or continue performing under this Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the State's option, be the basis for terminating the Contract.

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9.2 Stop Work Order.

9.2.1 Terms. The State may, at any time, by written order to the Contractor, require the Contractor to stop all or any part of the work called for by this Contract for a period up to ninety (90) Days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.

9.2.2 Cancellation or Expiration. If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.

9.3 Non-exclusive Remedies. The rights and remedies of ADHS under this Contract are not exclusive, and ADHS is entitled to all rights and remedies available to it, including those under the Arizona Uniform Commercial Code and Arizona common law.

9.4 Right of Offset. The State shall be entitled to offset against any sums due the Contractor in any Contract with the State or damages assessed by the State because of the Contractor's non-conforming performance or failure to perform this Contract. The right to offset may include, but is not limited to, a deduction from an unpaid balance and a collection against the bid and/or performance bonds. Any offset taken for damages assessed by the State shall represent a fair and reasonable amount for the actual damages and shall not be a penalty for non-performance.

10. **Contract Termination**

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

10.2 Gratuities. The State may, by written notice, terminate this Contract, in whole or in part, if the State determines that employment or a Gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the State for the purpose of influencing the outcome of the procurement, securing the Contract or an Amendment to the Contract, or receiving favorable treatment concerning the Contract, including the making of any determination or decision about Contract performance. The State, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the Contractor.

10.3 Suspension or Debarment. The State may, by written notice to the Contractor, immediately terminate this Contract if the State determines that the Contractor or its subcontractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body.

10.4 Termination Without Cause.

10.4.1 Both the State and the Contractor may terminate this Contract at any time with thirty (30) days notice in writing specifying the termination date. Such notices shall be given by personal delivery or by certified mail, return receipt requested.

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10.4.2 If the Contractor terminates this Contract, any monies prepaid by the State, for which no service or benefit was received by the State, shall be refunded to the State within 5 days of the termination notice. In addition, if the Contractor terminates the Contract, the Contractor shall indemnify the State for any sanctions imposed by the funding source as a result of the Contractor's failure to complete the Contract.

10.4.3 If the State terminates this Contract pursuant to this Section, the State shall pay the Contractor the Contract price for all Services and Materials completed up to the date of termination. In a fixed price contract, the State shall pay the amount owed for the Services or Materials by multiplying the unit of service or item cost by the number of unpaid service units or items. In a cost reimbursement contract, the ADHS shall pay for any costs that the Contractor can document as having been paid by the Contractor and approved by ADHS. In addition, the Contractor will be paid its reasonable actual costs for work in progress as determined by GAAP up to the date of termination. Upon such termination, the Contractor shall deliver to the ADHS all deliverables completed. ADHS may require Contractor to negotiate the terms of any remaining deliverables still due.

10.5 Mutual Termination. This Contract may be terminated by mutual written agreement of the parties specifying the termination date and the terms for disposition of property and, as necessary, submission of required deliverables and payment therein.

10.6 Termination for Default. The State reserves the right to terminate the Contract in whole or in part due to the failure of the Contractor to comply with any material obligation, term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. In the event the ADHS terminates the Contract in whole or in part as provided in this paragraph, the ADHS may procure, upon such terms and in such manner as deemed appropriate, Services or Materials, similar to those terminated, and Contractor shall be liable to the ADHS for any excess costs incurred by the ADHS in obtaining such similar Services or Materials.

10.7 Continuation of Performance Through Termination. Upon receipt of the notice of termination and until the effective date of the notice of termination, the Contractor shall perform work consistent with the requirements of the Contract and, if applicable, in accordance with a written transition plan approved by the ADHS. If the Contract is terminated in part, the Contractor shall continue to perform the Contract to the extent not terminated. After receiving the notice of termination, the Contractor shall immediately notify all subcontractors, in writing, to stop work on the effective date of termination, and on the effective date of termination, the Contractor and subcontractors shall stop all work.

10.8 Disposition of Property. Upon termination of this Contract, all property of the State, as defined herein, shall be delivered to the ADHS upon demand.

11. **Arbitration** Pursuant to A.R.S. § 12-1518, disputes under this Contract shall be resolved through the use of arbitration when the case or lawsuit is subject to mandatory arbitration pursuant to rules adopted under A.R.S. § 12-133.

12. **Communication**

12.1 Program Report. When reports are required by the Contract, the Contractor shall provide them in the format approved by ADHS.

12.2 Information and Coordination. The State will provide information to the Contractor pertaining to activities that affect the Contractor's delivery of services, and the Contractor shall be responsible for coordinating their activities with the State's in such a manner as not to conflict or unnecessarily duplicate the State's activities. As the work of the Contractor progresses, advice and information on matters covered by the Contract shall be made available by the Contractor to the State throughout the effective period of the Contract.

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13. **Client Grievances** If applicable, the Contractor and its subcontractors shall use a procedure through which clients may present grievances about the operation of the program that result in the denial, suspension or reduction of services provided pursuant to this Contract and which is acceptable to and approved by the State.
14. **Sovereign Immunity** Pursuant to A.R.S. § 41-621(O), the obtaining of insurance by the State shall not be a waiver of any sovereign immunity defense in the event of suit.
15. **Fingerprint and Certification Requirements/Juvenile Services.**
 - 15.1 Paid and Unpaid Personnel. Pursuant to A.R.S. § 36-425.03, the Contractor shall ensure that all paid and unpaid personnel who are required or are allowed to provide Services directly to juveniles have obtained fingerprint clearance cards in accordance with A.R.S. § 41-1758 et. seq.
 - 15.2 Costs. The Contractor shall assume the costs of fingerprint certifications and may charge these costs to its fingerprinted personnel.
16. **Administrative Changes** The Procurement Officer, or authorized designee, reserves the right to correct any obvious clerical, typographical or grammatical errors, as well as errors in party contact information (collectively, "Administrative Changes"), prior to or after the final execution of a Contract or Contract Amendment. Administrative Changes subject to permissible corrections include: misspellings, grammar errors, incorrect addresses, incorrect Contract Amendment numbers, pagination and citation errors, mistakes in the labeling of the rate as either extended or unit, and calendar date errors that are illogical due to typographical error. The Procurement Office shall subsequently send to the Contractor notice of corrections to administrative errors in a written confirmation letter with a copy of the corrected Administrative Change attached.
17. **Survival of Terms After Termination or Cancellation of Contract** All applicable Contract terms shall survive and apply after Contract termination or cancellation to the extent necessary for Contractor to complete and for the ADHS to receive and accept any final deliverables that are due after the date of the termination or cancellation.
18. **Health Insurance Portability and Accountability Act of 1996 (HIPAA)** The Contractor warrants that it is familiar with the requirements of HIPAA, as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH Act) of 2009, and accompanying regulations and will comply with all applicable HIPAA requirements in the course of this Contract. Contractor warrants that it will cooperate with the Arizona Department of Health Services (ADHS) in the course of performance of the Contract so that both ADHS and Contractor will be in compliance with HIPAA, including cooperation and coordination with the Government Information Technology Agency (GITA), Statewide Information Security and Privacy Office (SISPO) Chief Privacy Officer and HIPAA Coordinator and other compliance officials required by HIPAA and its regulations. Contractor will sign any documents that are reasonably necessary to keep ADHS and Contractor in compliance with HIPAA, including, but not limited to, business associate agreements.

If requested by the ADHS Procurement Office, Contractor agrees to sign a "Pledge To Protect Confidential Information" and to abide by the statements addressing the creation, use and disclosure of confidential information, including information designated as protected health information and all other confidential or sensitive information as defined in policy. In addition, if requested, Contractor agrees to attend or participate in HIPAA training offered by ADHS or to provide written verification that the Contractor has attended or participated in job related HIPAA training that is: (1) intended to make the Contractor proficient in HIPAA for purposes of performing the services required and (2) presented by a HIPAA Privacy Officer or other person or program knowledgeable and experienced in HIPAA and who has been approved by the GITA/SISPO Chief Privacy Officer and HIPAA Coordinator.
19. **Comments Welcome** The ADHS Procurement Office periodically reviews the Uniform Terms and Conditions and welcomes any comments you may have. Please submit your comments to: ADHS Procurement Administrator, Arizona Department of Health Services, 1740 West Adams, Suite 303, Phoenix, Arizona, 85007.

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ADHS13-034429	SCOPE OF WORK

A. Background

Arizona continues to have high teen pregnancy and teen birth rates even though there have been significant decreases in the past years. The 2010 data from the Centers for Disease Control and Prevention ranks Arizona 12th in the Nation for highest teen birth rates at 42.4 per 1,000 females, aged fifteen to nineteen (15-19) years of age.

Arizona Vital Statistics estimated that in 2009, 12,537 females under twenty (20) years of age were pregnant, and 26.6% (n=2,911) of females age nineteen (19) and younger giving birth in 2009 (n=10,952) reported having had a previous pregnancy. Teens aged fifteen to nineteen (15-19) years accounted for the vast majority of adolescent pregnancies (12,381) and represented fourteen percent (14%) of the total births of 92,616. Arizona's Medicaid program paid for 83.3 percent of deliveries to mothers nineteen (19) years of age or younger; more than half (55.1 percent) of these mothers had less than twelve (12) years of education. Hispanic or Latina teens age fifteen to nineteen (15-19) have nearly three (3) times the rate of births (85.0 per 1,000) compared to teens of other races (30.8 per 1,000). In addition, American Indian or Alaska Native (63.0 per 1,000) and Black or African American (58.2 per 1,000) had significantly higher rates than White non-Hispanic (23.8 per 1,000) and Asian or Pacific Islander (16.1 per 1,000) teens. Additional health status statistics can be obtained by accessing the Arizona Department of Health Services (ADHS) website at www.azdhs.gov/plan/index.htm.

The Arizona Department of Health Services (ADHS) Office of Women's and Children's Health (OWCH) Teen Pregnancy Prevention Programs employs research-based strategies that have been demonstrated to be effective or those that have been shown to have promise in reducing the rate of teen pregnancy and reducing the rate of sexually transmitted diseases. Programs also incorporate a youth development approach.

In addition, the program provides education to parents/caregivers utilizing programs that have been demonstrated to be effective or been shown to have promise and be consistent with research findings on strategies to involve parents in education programs.

Programs for youth and parents shall be medically accurate.

B. Objective

1. Lower the pregnancy rate among teenagers, especially those aged fifteen to seventeen (15 – 17) years old in Arizona;
2. Reduce the proportion of adolescents, seventeen (17) years and younger, who have engaged in sexual intercourse in Arizona;
3. Reduce the incidence of STD's among adolescents in Arizona;
4. Lower the birth rate among teenagers, especially those aged fifteen to seventeen (15-17) years in Arizona; and
5. Lower the rate of births among Hispanic female teenagers aged fifteen to seventeen (15-17) years in Arizona.

C. Scope of Work

The Teen Pregnancy Prevention Contractor shall perform the work required to administer and provide Abstinence Plus teen pregnancy prevention services to high-risk youth ages twelve to nineteen (12-19) years of age, and parents and/or caregivers of youth ages twelve to nineteen (12-19). These include but are not limited to, the following activities:

1. Provide outreach for recruitment of youth and parents;
2. Provide delivery of services to youth and parents in various settings appropriate for reaching targeted population; and
3. Administer evaluation of the project.

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D. Tasks

The Contractor shall:

1. Deliver programs to the following target populations in the County:
 - 1.1 Youth ages twelve to nineteen (12-19) years of age,
 - 1.2 Youth twelve to nineteen (12-19) years of age in Juvenile Detention Centers, and
 - 1.3 Parents/Caregivers of youth ages twelve to nineteen (12-19) years of age.
2. Deliver services in a variety of settings within the County convenient to reaching the targeted population, including but not limited to:
 - 2.1 In classroom time,
 - 2.2 After-school,
 - 2.3 Juvenile Detention Centers/Probation, and
 - 2.4 Community-based organizations.
3. Conduct outreach activities in the County targeting high-risk youth, and parents for recruitment into education programs. Outreach activities may include, but are not limited to:
 - 3.1 Development of promotional materials publicizing programs, and
 - 3.2 Media advertising promoting programs.
4. Deliver Abstinence Plus research-based, medically accurate programs with fidelity to youth in the County that have demonstrated effectiveness or have shown promise in reducing the rate of teen pregnancy and reducing the rate of sexually transmitted diseases.
 - 4.1 Approved Abstinence Plus programs for delivery are as follows:
 - 4.1.1 Core Curricula – programs must deliver one of these curricula: 1) ¡Cuidate!; 2) Draw the Line/Respect the Line; 3) Making A Difference; 4) Making Proud Choices; 5) Promoting Health Among Teens Comprehensive Abstinence & Safe Sex; 6) Reducing the Risk; 7) Wyman's Teen Outreach Program®.
 - 4.1.2 Core Curricula (Population Specific) – programs can deliver one of these curricula instead of the above curricula when working with the appropriate specific populations: 1) Native Stand; 2) Smart Girls; 3) Wise Guys; 4) Choosing the Best w/Adaptation Guide for Special Healthcare Needs Youth; 4) Teen Outreach Program w/Adaptation Guide for Special Healthcare Needs Youth.
 - 4.1.3 Supplemental Curricula – programs can add lessons from these to a Core Curricula delivering them either before or after the core curricula is delivered with fidelity: 1) Be Proud! Be Responsible!; 2) Love U2.
 - 4.1.4 Supplemental Curricula (Youth Development) - programs can deliver this in conjunction with a Core Curricula: 1) Peer Assisted Leadership (PAL).
 - 4.2 Program must incorporate a youth development approach.
 - 4.3 Program must obtain signed active parental permission slips for youth participants.

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- 4.4 Program must maintain attendance and sign-in records that includes name, date of birth, grade, age, gender, ethnicity, etc. (Exhibit 4).
- 4.5 Program must maintain the confidentiality of student participants.
- 4.6 County may utilize methods that are appropriate for their demographics and particular characteristics of their community to achieve program standards and outcomes.
- 4.7 Programs must assure that differences in culture, family structure, personal and family values, and resources are respected among communities throughout the county.
- 4.8 Curricula and other educational materials provided in a school based setting must follow the Arizona Department of Education (ADE) guidelines regarding sex education (R7-2-303 Sex Education) and must be approved in advance by ADHS.
- 5. Deliver programs to parents/caregivers in the County that have demonstrated effectiveness or have shown promise and are consistent with research findings on strategies to involve parents in educational programs.
 - 5.1 Parent Curricula – programs can deliver these curricula to parents, as appropriate for the age of their youth: 1) Active Parenting Now; 2) Active Parenting of Teens; 3) Can We Talk/Let's Talk. Programs cover exploration and discussion of parental views regarding sex, love and healthy relationships with others.
 - 5.2 Program must maintain attendance and sign-in records name, gender, ethnicity, etc. (Exhibit 4).
 - 5.3 County may utilize methods that are appropriate for their demographics and particular characteristics of their community to achieve program standards and outcomes.
 - 5.4 County is permitted the flexibility to implement the program in a manner that fits their neighborhood or community.
 - 5.5 Programs must assure that differences in culture, family structure, personal and family values, and resources are respected among communities throughout the county.
- 6. Conduct a process evaluation and administer an outcome evaluation of the project, including but not limited to:
 - 6.1 Administering a pre/post survey to youth and parents to measure skills, knowledge, attitudes, values and satisfaction with the project and project educators; and
 - 6.2 Compilation of participation data needed to complete process evaluation forms (Exhibit 3: Forms A-D), including but not limited to:
 - 6.2.1 Participant attendance and sign-in sheets,
 - 6.2.2 Unduplicated count of clients served,
 - 6.2.3 Participant ethnicity, gender, and age (no age required for parent education),
 - 6.2.4 Hours of services received by client, and
 - 6.2.5 Geographic areas of service within County.

E. Program Budgets

- 1. Budget will be reviewed annually and may decrease based on:

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- 1.1 Changes in state lottery allocations;
- 1.2 Contractor not efficiently spending down budgets; and
- 1.3 ADHS program considerations not being met, as follows:
 - 1.3.1 Services being provided to 250 youth annually.
 - 1.3.2 Services expanded to sites outside of the juvenile justice system.

F. Requirements

1. Program staff/representative shall attend ADHS Quarterly Contractor Meetings.
2. Program staff shall attend training, presentations, meetings, etc. as required by ADHS.
3. Program shall follow the ADHS Accounting Procedures & Policy guidelines.
4. Program staff shall follow the ADHS TPP Curricula Adaptation Policy.
5. Program shall report program staff changes within fifteen (15) days of hire/leave.
6. Program shall include the funding source verbiage "*Funded by the Arizona Department of Health Services Teen Pregnancy Prevention Program*" or the ADHS logo in any marketing materials (brochures, posters, public service announcements, videos, etc.) which will be paid for with the funds from this Grant funding.
7. Any curricula adaptation requests shall be approved in writing by the ADHS prior to implementing;
8. Any line item budget moves, within ten percent (10%) of total budgets, are allowable with advance written approval from the ADHS;
9. Changes or updates to the Logic Model content are allowable with prior written approval from ADHS;
10. Any surveys, focus group moderator guides, etc. developed to evaluate the programs, student or parent knowledge, behavior, etc. needs to be pre-approved in writing by ADHS prior to administering;
11. Prior to the Contractor publishing or recording any marketing materials (brochures, posters, public service announcements, videos, etc.) which will be paid for with the funds from this Grant funding, a draft of the marketing material must first be approved in writing by ADHS;
12. Any out-of-state travel shall be pre-approved in writing by ADHS prior to traveling;
13. Equipment purchases, (i.e., laptops, projectors, printers, etc.), shall be pre-approved in writing by ADHS; and
14. Equipment purchases shall be inventoried and tagged with ADHS Inventory and Control within thirty (30) days of purchase.

G. Deliverables

The Contractor shall submit to ADHS:

1. A completed Logic Model (format provided by ADHS) due within thirty (30) days of Contract award (Exhibit 1);
2. A monthly narrative report (template provided by ADHS) of program activity services rendered due within thirty (30) days following each month of service (Exhibit 5) and shall be approved by ADHS

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prior to reimbursement;

3. Administer ADHS pre and post evaluation tool(s) to each participating youth and submit to ADHS within ten (10) days of completion of tool. In addition, programs implementing the Wyman Teen Outreach Program® (TOP) will be required to administer the TOP® pre and post surveys and the ADHS pre/post evaluation tool(s);
4. A monthly Contractor's Expenditure Report (Exhibit 2), due thirty (30) days following each month of service. Budget and/or expenditure documentation related to monthly invoices shall be submitted to the program manager, and shall be approved by ADHS prior to reimbursement;
5. Online submission at www.tppaz.org of Forms A - D (Exhibit 3) due at six (6) months (reporting counts from January – June) and twelve (12) months (reporting counts from January – December) within fifteen (15) days following each period for prior approval by ADHS;
6. Online submission at www.tppaz.org of Fidelity Monitoring Forms entered into the system for each lesson and end-of-session no later than Five (5) days following class lesson and/or session;
7. Completed ADHS Curriculum Adaptation request forms (Exhibit 6) when requesting to alter the delivery of curriculum with fidelity. Submit the ADHS Curriculum Adaptation request forms to ADHS for approval thirty (30) days prior to implementation;
8. An Annual Narrative (template provided by ADHS) of program activity services rendered, any evaluation data and analysis other than ADHS pre/post evaluation, due forty-five (45) days following the end of the Grant funding period for prior approval;
9. Any changes or updates to the Logic Model are allowable with prior written approval from ADHS; and
10. Budget (includes budget justification and itemized budget) that will be implemented during the next Grant funding period shall be submitted to ADHS upon request.

H. Notices, Correspondence and Reports

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

Arizona Department of Health Services
Bureau of Women's and Children's Health
Teen Pregnancy Prevention Program Manager
150 North 18th Avenue, Suite 320
Phoenix, AZ 85007
Telephone: 602-364-1400
Facsimile: 602-364-1494

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

Cochise County Health & Social Services
Attn: Mary Gomez, M.N., Director
1415 West Melody Lane, Bldg. A
Bisbee, AZ 85603
Telephone: 520-432-9609
E-Mail: mrgomez@cochise.az.gov

Contract Number	INTERGOVERNMENTAL AGREEMENT PRICE SHEET
ADHS13-034429	

COST REIMBURSEMENT LINE ITEMS	TOTAL AMOUNT
PERSONNEL	\$66,713.00
EMPLOYEE RELATED EXPENSES	\$24,559.00
PROFESSIONAL/OUTSIDE SERVICES	\$6,000.00
TRAVEL EXPENSES	\$15,088.00
OTHER OPERATING EXPENSES	\$5,800.00
OTHER (INDIRECT)	\$18,254.00
TOTAL	\$136,414.00

Note: The Contractor is authorized to transfer among line items up to ten percent (10%) of the total budget amount as shown on the Price Sheet/Fee Schedule and shall have prior written approval from the ADHS program manager. Any proposed transfer of funds among line items that exceeds ten percent (10%) of the budget amount shall require a Contract Amendment. Transfer of funds from a funded line to a non-funded line is not allowed without a Contract Amendment.

EXHIBIT 1 Logic Model

Contract Number ADHS13-034429

Logic Model Framework

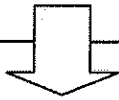
GOAL: Describe the goal of your program: a broad statement of intended change which identifies the target population.

THEORY: Explain the theory behind why the program(s) approach will work.

TARGET POPULATION: Describe the population of clients that will be served.

INPUTS: List the program(s) inputs - i.e. the resources, people, skills, knowledge and tools being used to deliver services.

Resources dedicated to or consumed by the program: i.e.:
money, staff, time, facilities
volunteers, equipment, supplies
Constraints on the Program:
Laws, regulations, requirements



STRATEGIES: List the strategies - i.e. things done to, for or with the population intended to lead to the desired change.

What the program does with inputs to fulfill its mission:
Activities
Services
Processes



OUTPUTS: List the outputs - i.e. the product of the activity, service or process. List in quantitative measures.

The direct product of program
Activities, Services or Processes.

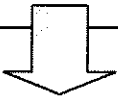


EXHIBIT 1 Logic Model

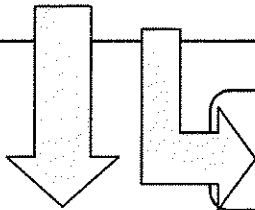
Contract Number ADHS13-034429

SHORT-TERM OUTCOMES: List the short-term benefits expected from the target population.



Short-term outcomes should focus on changes in: Knowledge, Attitude, or Skill of the target population.

INDICATORS: List the indicators that will be used to measure the changes/benefits.



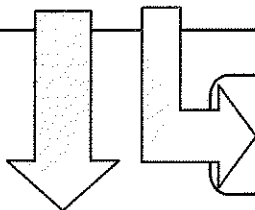
Use the indicators to quantitatively describe the program(s) intended measurable results.

MID-TERM OUTCOMES: List the mid-term benefits expected from the target population.



Mid-term outcomes should focus on changes in: Behavior of the target population.

INDICATORS: List the indicators that will be used to measure the changes/benefits.



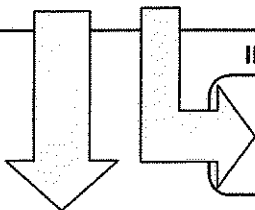
Use the indicators to quantitatively describe the program(s) intended measurable results.

LONG-TERM OUTCOMES: List the long-term benefits expected from the target population.



Long-term outcomes should focus on changes in: Condition or Altered Status of the target population

INDICATORS: List the indicators that will be used to measure the changes/benefits.



Use the indicators to quantitatively describe the program(s) intended measurable results.

EXHIBIT 2

Contractor's Expenditure Report

Contract Number ADHS13-034429

Arizona Department of Health Services
Accounting/Contracts
1740 W. Adams Street
Phoenix, Arizona 85007

CONTRACTOR'S EXPENDITURE REPORT

1. Contract Number _____ P.O. # _____
2. Contractor Name _____
3. Title of Program _____
4. Reporting Period Covered: From _____ To _____

4A. ☐ Cost Reimbursement -
Cumulative Actual Expenditures

☐ Fixed Price

4B. ☐ Periodic Report

☐ FINAL REPORT

Invoice # _____

Contractor's Detailed Statement of Expenditures and Fixed Price				
	Approved Budget (a)	Prior Report Period Year to Date Expenditures (b)	Current Reporting Period Expenditures (c)	Total Year to Date Expenditures (d)
5. COST REIMBURSEMENT (Actual Expenditures)				
A. Account Classification:				
Personnel Services	\$ -	\$ -	\$ -	\$ -
ERE	\$ -	\$ -	\$ -	\$ -
Professional and Outside Services	\$ -	\$ -	\$ -	\$ -
Travel Expenses	\$ -	\$ -	\$ -	\$ -
Operating Expense	\$ -	\$ -	\$ -	\$ -
Capital Outlay Expense	\$ -	\$ -	\$ -	\$ -
Other	\$ -	\$ -	\$ -	\$ -
Total	\$ -	\$ -	\$ -	\$ -
6. FIXED PRICE				
A. Type of Unit:	Rate per Unit (1)	Total Funds Earned this Reporting Period (3)	Prior Report Period Year to Date Funds Earned (4)	Total Year to Date Funds Earned (5)
TOTAL				

ADHS USE ONLY

ADHS PROGRAM COORDINATOR CERTIFICATION:

- ☐ Performance satisfactory for payment
- ☐ Performance unsatisfactory, withhold payment
- ☐ No payment due

PROGRAM COORDINATOR SIGNATURE/DATE _____

THIS SECTION FOR ADHS ACCOUNTING USE ONLY

Total Expenditures or total Fixed Price _____

Adj (if required): _____

Less: Year to date payments _____

Adj (if required): _____

Net payment due: _____

Index _____

PCA

AY

Amount

7. CONTRACTOR CERTIFICATION

I certify that this report has been examined by me, and to the best of my knowledge and belief, the reported expenditures and fixed price information is valid, based upon our official accounting records (book of account) and consistent with the terms of the contract. It is also understood that the contract payments are calculated by the Department of Health Services based upon information provided in this report.

AUTHORIZED CONTRACTOR'S SIGNATURE / TITLE / DATE _____

PLEASE PRINT - PREPARED BY / PHONE NUMBER _____

**EXHIBIT 3
Forms A-D**

Contract Number ADHS13-034429

**Administration for Children and Families
Abstinence Education Program
FORM A—UNDUPLICATED COUNT OF CLIENTS SERVED**

Grant Number	Fiscal Year	Grantee Name	Indicate below the number of all clients served by gender, ethnicity, and age.																		
Unduplicated Count of Clients Served Ages 12-18			Unduplicated Count of Clients Served Ages 19-29										Unduplicated Count of All Others Served								
Race and Gender	Age of Clients Served																				
	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	P*	O*	T*
FEMALES																					
Asian																					
Black																					
Hispanic																					
N American																					
N Hawaiian																					
White																					
Others																					
MALES																					
Asian																					
Black																					
Hispanic																					
N American																					
N Hawaiian																					
White																					
Others																					
TOTAL																					

P = Parents; **O** = Other recipients of services or training such as teachers, members of community groups, mentors, youth of other ages, etc.; **T** = Total for row

EXHIBIT 3 Forms A-D

Contract Number ADHS13-034429

INSTRUCTIONS FOR THE COMPLETION OF FORM A UNDUPLICATED COUNT OF CLIENTS SERVED

Purpose of the Form

The purpose of Form A, Unduplicated Count of Clients Served, is to track and report the unduplicated number of clients served for each program year. Each client is counted only once.

General Instructions

Form A should be submitted as part of all required reports. Annual reports should provide cumulative data for 12 months.

Complete each cell in Form A for an unduplicated number of clients served in all programs funded by the abstinence education grant except for media campaigns.

In determining the age of a client, use the age of the client at the first point of contact during the program year. Since the purpose of the Grant is to provide services to youth ages 11-19, Grantees should not provide any data in the columns for clients ages 19 through 29. If a State program has served youth that are younger than 12 during the report period, include that data under the column "Other."

If you are helping young adults in making decisions related to abstinence, and the young adults happen to be young parents, record these clients under their ages. The column for tracking services to parents (P) should be reserved for recording those efforts aimed at helping parents talk with their children about their children's sexual choices.

Use the following definitions when determining race:

- **Asian** - A person having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian subcontinent including, for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand, and Vietnam.
- **Black or African American** - A person having origins in any of the black racial groups of Africa. Terms such as "Haitian" or "Negro" can be used in addition to "Black or African American."
- **Hispanic or Latino** - A person of Cuban, Mexican, Puerto Rican, Cuban, South or Central American, or other Spanish culture or origin, regardless of race. The term, "Spanish origin," can be used in addition to "Hispanic or Latino."
- **American Indian or Alaska Native** - A person having origins in any of the original peoples of North and South America (including Central America), and who maintains tribal affiliation or community attachment.
- **Native Hawaiian or Other Pacific Islander** - A person having origins in any of the original peoples of Hawaii, Guam, Samoa, or other Pacific Islands.
- **White** - A person having origins in any of the original peoples of Europe, the Middle East, or North Africa.
- **Other (not required by OMB)** - A person wishing to identify himself or herself as "other" rather than one of the demographic groups described above.

If your program is implementing a media campaign, report such activities, and the numbers served, in the narrative of your program progress report.

Reporting Form Narrative

Submit with forms A-D one narrative that describes any elements that need to be explained. For example, the narrative may describe:

- clients served through media activities;
- groups that have been combined under "Other" on Form A; or

EXHIBIT 3
Forms A-D

Contract Number ADHS13-034429

- hours of service received by clients outside the age ranges of 12-18 or 19-29.

Organize the narrative in the order of Form A through Form D, and use headings to clearly identify which form the narrative is describing.

Administration for Children and Families
Department of Health and Human Services

**EXHIBIT 3
Forms A-D**

Contract Number ADHS13-034429

**Administration for Children and Families
Abstinence Education Program**

FORM B—HOURS OF SERVICE RECEIVED BY CLIENTS

Grant Number	Fiscal Year
Grantee Name	

Indicate the number of clients, by age group, who received the total number of “program hours.”

Unduplicated count of clients served, ages 12-18 years old:					Unduplicated count of clients served, ages 19 - 29 years old:			
Number of Program Hours Received	By 12-18 year olds	By 19-29 year olds	Number of Program Hours Received	By 12-18 year olds	By 19-29 year olds	Number of Program Hours Received	By 12-18 year olds	By 19-29 year olds
1			21			41		
2			22			42		
3			23			43		
4			24			44		
5			25			45		
6			26			46		
7			27			47		
8			28			48		
9			29			49		
10			30			50		
11			31					
12			32					
13			33					
14			34					
15			35					
16			36					
17			37					
18			38					
19			39			Total 12-18		
20			40			Total 19-29		

EXHIBIT 3 Forms A-D

Contract Number ADHS13-034429

INSTRUCTIONS FOR THE COMPLETION OF FORM B HOURS OF SERVICE RECEIVED BY CLIENTS

Purpose of the Form

The purpose of Form B, Hours of Service Received by Clients, is to track and report the total number of “program hours” that clients have received during the report period.

For example, a Grantee may provide 1,000 ninth grade students with a 20-hour curriculum program while also providing 5,000 other youth with a one-hour event. Form B allows the Grantee to report these numbers in greater detail, rather than averaging the program hours together. Averaged together, the result would show that 6,000 youth received an average of 4 hours of service, which would not clearly represent the nature of the programs. A more detailed report of the example is captured in the sample table rows below.

Number of Program Hours Received	By 12-18 year olds	By 19-29 year olds
1	5,000	
20	1,000	
Total 12-18	6,000	

General Instructions

Indicate the number of clients, by age group, who received the total number of “program hours.”

A “program hour” is a one hour session, and all sessions should be rounded up or down by the half hour. A session that lasts from 31 to 89 minutes should be counted as one program hour. A three hour event should be counted as three program hours. For example, if 450 youth each attended every session of a course comprised of 5 program hours, and received no other services during the reporting period, it should be recorded that 450 youth received 5 program hours.

For clients that receive services from multiple programs, program staff must add the hours received together so that only one number of program hours received will be recorded for each client served. For example, if a student participated in 17 hours of a 20-hour curriculum program and also participated in a one-hour event, the total number of program hours for that student would be 18.

For clients that received more than 50 program hours, use the last nine rows to indicate the number of program hours received. Do not include any media campaign activities on this form. Rather, report such activities, and the numbers served, in the narrative of your program progress report.

The total number of clients served in each of the two age group columns should be equal to the unduplicated count of clients served for those age groups given at the top of this form and Form A.

Reporting Form Narrative

Submit with forms A-D one narrative that describes any elements that need to be explained. For example, the narrative may describe:

- clients served through media activities;
- groups that have been combined under “Other” on Form A; or
- hours of service received by clients outside the age ranges of 12-18 or 19-29.

Organize the narrative in the order of Form A through Form D, and use headings to clearly identify which form the narrative is describing.

EXHIBIT 3 Forms A-D
Contract Number ADHS13-034429

Contract Number ADHS13-034429

Administration for Children and Families Abstinence Education Program

FORM C—PROGRAM COMPLETION DATA

Grant Number	Fiscal Year
Grantee Name	

Report the number of all clients that complete the various types of program(s) offered.

[illegible]

EXHIBIT 3 Forms A-D

Contract Number ADHS13-034429

INSTRUCTIONS FOR THE COMPLETION OF FORM C PROGRAM COMPLETION DATA

Purpose of the Form

The purpose of Form C, Program Completion Data, is to track and report the number of all clients that complete the various types of program(s) offered.

General Instructions

In the first column, list the types of programs offered by the Grantee during the program year. A Grantee may have several programs such as separate programs for middle school and high school students, events, or training programs, etc. Data should be recorded for each type of program with a distinct number of program hours. For example, if a program offers two after-school curriculum programs with one totaling 12 hours and the second totaling 24 hours, these should be recorded separately. However, if a Grantee offers three after-school programs that all provide 15 hours of programming, the data for these should be added together and recorded in one row.

Grantees and sub-Grantees should use the following names of program types in column one:

- In-class abstinence curriculum
- After school abstinence curriculum
- Parent education
- Training for abstinence educators
- Mentoring (one-on-one)
- Conference, retreat
- Rally, assembly
- Additional programs (youth presenters, drama, etc.)

For additional programs, name the type of program in column A, and describe it in the narrative.

In the second column, list the total number of program hours that are provided by each program type. A "program hour" is a one hour session, and all sessions should be rounded up or down by the half hour. A session that lasts from 30 to 89 minutes should be counted as one program hour, while 90 to 149 minutes should be counted as two, and so on.

In the third, fourth, and fifth columns, list the number of clients that completed at least 75% of the program above the total number of clients served for each of the age ranges indicated.

The total number of clients served by all programs, if they were to be added together, may be greater than the unduplicated count of all clients, as reported on Form A, if clients participated in more than one program.

Grantees with sub-awardees may wish to have each sub-awardee fill out this form separately and then compile the data into one form. In these cases, Grantees will likely need to use more than one page.

Reporting Form Narrative

Submit with forms A-D one narrative that describes any elements that need to be explained. For example, the narrative may describe:

- clients served through media activities;
- groups that have been combined under "Other" on Form A; or
- hours of service received by clients outside the age ranges of 12-18 or 19-29.

Organize the narrative in the order of Form A through Form D, and use headings to clearly identify which form the narrative is describing.

EXHIBIT 3**Forms A-D**

Contract Number ADHS13-034429

**Administration for Children and Families
Abstinence Education Program
FORM D—COMMUNITIES SERVED**

Grant Number	Fiscal Year
Grantee Name	

State	County	City/Town

EXHIBIT 3
Forms A-D

Contract Number ADHS13-034429

INSTRUCTIONS FOR THE COMPLETION OF FORM D
COMMUNITIES SERVED

Purpose of the Form

The purpose of Form D, Communities Served, is to track and report geographical areas in which the Grantee has provided services.

General Instructions

Record the geographical areas in which all programs were provided during the budget year by state, county, and city/town. A separate row should be used for each county in which services were provided.

Grantees need not report the communities in which the clients reside.

Reporting Form Narrative

Submit with forms A-D one narrative that describes any elements that need to be explained. For example, the narrative may describe:

- clients served through media activities;
- groups that have been combined under "Other" on Form A; or
- hours of service received by clients outside the age ranges of 12-18 or 19-29.

Organize the narrative in the order of Form A through Form D, and use headings to clearly identify which form the narrative is describing.

EXHIBIT 4 **ATTENDANCE SHEET**

Contract Number ADHS13-034429

Attendance Sheet

Sub-Grantee (Contractor) Name: _____

Date of First Session/Pre-Survey: _____ **Date of Last Session/Post-Survey:** _____ **Class Start Time:** _____ **Class End Time:** _____ **Period:** _____
Program Educator Name: _____ **Curriculum:** _____ **Total number Contact hours for this course:** _____
Name of School/Location: _____ **Address:** _____ **City:** _____ **Zip Code:** _____ **County:** _____
Youth Class: _____ **(Y/N)** **Grade Level:** _____ **Parent Class:** _____ **(Y/N)**
Gender: _____ **M=Male, F=Female**
Ethnicity/Race

W=White, B=Black, H=Hispanic, NA=Native American, AA=Asian American, M=Mixed, O=Other

For Attendance Status: _____ **Participants' Initials=Present, A=Absent, M=Make-Up**

	Full Birth Name of Participant (Printed) FIRST, MIDDLE and LAST NAME	Initials F, M, L	Date of Birth mm/dd/yy	Grade	Age	Gender	Ethnicity	Pre-survey	Attendance Status: Participants' Initials=Present, A=Absent, M=Make-up					Post-survey
									# 1	# 2	# 3	# 4	# 5	
1.														
2.														
3.														
4.														
5.														
6.														
7.														
8.														
9.														
10.														
11.														
12.														
13.														

EXHIBIT 5
MONTHLY NARRATIVE REPORT TEMPLATE

Contract Number ADHS13-034429

**Teen Pregnancy Prevention
Monthly Report Template**

Organization:

Contact Name:

Phone Number:

Contract #

Program Funding: ___ Abstinence Lottery ___ Comprehensive Lottery ___ Title V ___ PREP

Reporting Period/Year:

A. Target Population(s) and Needs

- Describe the program recipients and the needs served this period.

B. Implementation Plan

- Progress on program implementation plan.
- Describe the success in implementing your approved implementation plan, including goals, activities etc. Include a description of barriers associated with the implementation plan and how they were resolved.
- For Title V Contractors, include an update on Youth Advisory Group(s) and implementation process. Include a description of barriers associated with implementation and how they were resolved.
- For PREP Contractors, include an update on Adulthood Prep Topics and implementation process. Include a description of barriers associated with implementation and how they were resolved.

C. Teen Outreach Program CSL Update:

- Include an update on service learning opportunities for each TOP® group. What type of opportunities are being considered and once groups have selected, an update on planning, organizing, implementation and reflection activities taking place.

D. Budget Narrative – Monthly Update

- Other than Personnel/ ERE, Indirect Costs, and Space/Rent please briefly describe how the funds were used to support proposed services and target population needs.
 - i. Examples: 1) Funds this month were used to cover the cost of materials and supplies associated with curriculum delivery i.e. office supplies, incentives, journals 2) Equipment purchases made to support proposed services 3) Travel only associated with trainings, events etc. not mileage costs 3) Printing for marketing, recruitment etc.

E. Goals & Objectives

- Describe your progress in reaching annual goals and objectives stated in your logic model.
- Describe progress and/or barriers in collecting and reporting data.

F. Major Activities and Accomplishments during this period

- Events, activities (bulleted list)

F. Successes Stories

- An achievement that highlights the work you are doing, impact on a service recipient or community in general. It can also highlight a successful strategy used to meet your goals.

G. Challenges/Barriers

- Things that kept you from getting the job done the way you wanted or thought it should be.

H. ADHS Contractor Collaborations

- Please describe any collaborative efforts with other ADHS TPP contractors in your area. If barriers exist, please describe what they are and how we can help.

EXHIBIT 5
MONTHLY NARRATIVE REPORT TEMPLATE

Contract Number ADHS13-034429

- I. Outreach/Contacts/Community Involvement Ideas, if applicable**
- New Partners?
 - What bright new ideas for improving services or outreach did you come up with?
- J. Other Information, as needed**
- Describe any technical assistance needs or additional training needs that ADHS can provide.
- K. Attachments, as needed**
- Marketing materials used to promote teen pregnancy prevention services.

EXHIBIT 6

CURRICULA ADAPTATION REQUEST TEMPLATE

Contract Number ADHS13-034429

Teen Pregnancy Prevention Program Curricula Adaptations Request Form

Contractor	Contact Information	Contract #	Program Funding	Curriculum
Reason for Adaptation:				
Proposed Adaptation/add-on Activities:				
Rationale for Why Adaptation/Add-on Activity is Needed:				
Description of how the adaptation/add-ons will be integrated into the existing program without affecting the core components:				
Please List Attachments Accompanying this Request (i.e., copy of developer adaptation approval, any other supplemental materials):				
For ADHS Program Manager Use: Adaptation Type: Green Light Yellow Light Red Light _____ Approve _____ Deny Program Manager Signature: _____ Date: _____				

EXHIBIT 7 BUDGET WORKSHEET

Contract Number ADHS13-034429

Itemized Service Budget

1. Personnel

FTE%	Position/Title	Name of Employee	Total Salary for % Allocated
.75%	Health Educator	Vacant	\$ 25,798.00
.40%	Health Educator	Beverly Eskue	\$ 18,097.00
.30%	Health Educator	Jesus Duarte	\$ 11,883.00
.15%	Program Manager	Suzanne Hagle	\$ 7,805.00
.05%	Prevention Services Director	Judy Gilligan	\$ 3,130.00
TOTAL			\$ 66,713.00

2. Employee Related Expenses

Item	Basis	
FICA	7.65% of wages	\$ 5104.00
Unemployment Insurance	Included	\$
Worker's Compensation	.48% of wages	\$ 320.00
Retirement	10.1% of wages	\$ 6,738.00
Life Insurance		\$
Health Insurance	\$6048.00 per FTE	\$ 12,397.00
TOTAL		\$ 24,559.00

3. Professional and Outside Services

Item	Basis	
Youth Coalition Stipends	Stipends for youth participation	\$ 6,000.00
TOTAL		\$ 6,000.00

4. Travel Expenses

Item	Basis	
Fleet Charges	Annual use of county vehicles	\$ 6,000.00
Travel – vehicle use	.48 per mile x 6250 miles	\$ 4,000.00
Lodging & Per Diem	4 trips x 2 nights x 4 people to Phoenix	\$ 5,088.00
TOTAL		\$ 15,088.00

5. Occupancy Expenses

Item	Basis	
TOTAL		\$ -

6. Other Operating Expenses

Item	Basis	
Office Supplies		\$ 1,000.00
General Operating Supplies	Incentives, Curriculum	\$ 3,000.00
Cell Phone/Long Distance		\$ 200.00
Postage		\$ 100.00
Office Equipment Op Lease	Copier use x 1.65 FTE	\$ 1,500.00
TOTAL		\$ 5,800.00

**EXHIBIT 7
BUDGET WORKSHEET**

Contract Number ADHS13-034429

7. Indirect

(add formula for calculating indirect)

20% of Wages & ERE's \$ 18,254.00

TOTAL \$ 18,254.00

GRAND TOTAL \$ 136,414.00

Health & Social Services**Regular Board of Supervisors Meeting****Meeting Date:** 01/08/2013

Fry's Memorandum of Understanding with Cochise County, PHEP

Submitted By: Jennifer Steiger, Health & Social Services**Department:** Health & Social Services**Presentation:** No A/V Presentation**Recommendation:** Approve**Document Signatures:** BOS Signature Required**# of ORIGINALS** 2**Submitted for Signature:****NAME of PRESENTER:** n/a**TITLE of PRESENTER:** n/a**Docket Number (If applicable):****Mandated Function?:** Not Mandated**Source of Mandate or Basis for Support?:****Information****Agenda Item Text:**

Approve a Memorandum of Understanding between Fry's Food Store in Sierra Vista and Cochise County for the purpose of providing mass distribution of vaccinations or medications in the event of a disaster or emergency to Fry's employees and their families, utilizing a closed point of dispensing method.

Background:

Since February of 2009 the Board of Supervisors has sanctioned 45 original Memoranda of Understanding between various local agencies and Cochise County's Public Health Emergency Preparedness Program. The purpose and intent of all these MOU's is to enhance the public health emergency preparedness of our community through engagement of local partners in providing space or services to assist the County in emergency situations. This Fry's MOU is the first closed point of dispensing MOU in the County.

This Fry's Food Store MOU has been reviewed and approved by the County Attorney's Office and their assistance with this effort is greatly appreciated.

Department's Next Steps (if approved):

Your approval is respectfully requested.

Impact of NOT Approving/Alternatives:

PHEP would not be able to provide mass distribution of vaccinations or medications in the event of a disaster or emergency to Fry's employees and their families utilizing a closed point of dispensing method.

To BOS Staff: Document Disposition/Follow-Up:

BOS Signature is required. Two originals sent to the BOS for signature on 12/19/12. Please return one fully executed original for processing, please keep one original for the Clerk of the Board's filing purposes.

Attachments

Fry's MOU 12-12

Executive Summary Form

Agenda Number: HLT— Public Health Emergency Preparedness Program-CHSS

Recommendation:

Approve the new Memorandum of Understanding between Fry's Food Store in Sierra Vista and Cochise County for the purpose of providing mass distribution of vaccinations or medications in the event of a disaster or emergency to Fry's employees and their families utilizing a closed point of dispensing method.

Background (Brief):

Since February of 2009 the Board of Supervisors has sanctioned 45 original Memoranda of Understanding between various local agencies and Cochise County's Public Health Emergency Preparedness Program. The purpose and intent of all these MOU's is to enhance the public health emergency preparedness of our community through engagement of local partners in providing space or services to assist the County in emergency situations. This Fry's MOU is the first closed point of dispensing MOU in the County.

This Fry's Food Store MOU has been reviewed and approved by the County Attorney's Office and their assistance with this effort is greatly appreciated.

Fiscal Impact & Funding Sources:

Since this is a grant funded endeavor, there is no additional fiscal impact to the County.

Impact of Not Approving:

PHEP would not be able to provide mass distribution of vaccinations or medications in the event of a disaster or emergency to Fry's employees and their families utilizing a closed point of dispensing method.

*Submitted 12/12/12
Elizabeth Lueck
Public Health Emergency Preparedness
Program Director*

**MEMORANDUM OF UNDERSTANDING
BETWEEN COCHISE HEALTH & SOCIAL SERVICES AND**

Fry's Food Store #59

This Memorandum of Understanding ("MOU") is entered into between Cochise County, a political subdivision of the State of Arizona, hereinafter referred to as "County", and Fry's Food Store in Sierra Vista, whose facility is located in Cochise County, Arizona, hereinafter referred to as "Fry's".

WHEREAS, the County is tasked by statute with responding to intentional and/or natural incidents affecting significant portions of the population resulting in the need for mass prophylaxis and the Fry's desires to provide assistance to such victims of the community; and

WHEREAS, for the purpose of this MOU, the County desires to provide mass distribution of medications or vaccinations and health-related information to the Fry's employees and their families shall utilize the Fry's establishment as a closed point of dispensing (POD) for this distribution.

NOW, THEREFORE, the parties agree as follows:

A. The County Shall:

1. Designate the principal contact person for this MOU as:

Title: Public Health Emergency Preparedness Director
Address: 1415 Melody Lane, Building A, Bisbee, AZ 85603
Phone numbers: 520-432-9430 or 520-432-9437 or emergency contact
after hours 1-800-423-7271

This contact information shall be kept updated in order to remain current throughout the term of this MOU.

2. Notify the contact person designated by Fry's, as soon as practicable, upon determination of the need to for prophylaxis as set out in this MOU.
3. Provide environmental health sanitation inspections for the Fry's facility.
4. Provide POD set-up logistics and set distribution schedule.
5. Provide medications and/or vaccinations and health-related information, during a public health event to Fry's employees and their families.

6. Adhere to federal and state mandated directives for the dispensing of medications or vaccinations in accordance with the emergency event guidelines.

B. Fry's Shall:

1. Designate the principal contact person for this MOU as:

Title: (Store Mngr): STEVE BOND (or current store manager)

Address: 4351 E. Hwy 90, Sierra Vista, AZ 85635

Phone numbers: 520-458-0989

This contact information shall be kept updated in order to remain current throughout the term of this MOU.

2. Provide appropriate tables, chairs, privacy barriers, waste disposal, etc, as required to implement the set-up of a closed POD during a public health event.
3. Allow use of Fry's usual parking lot spaces for the closed POD event.
4. Provide facilities as long as emergency situation warrants for the duration of the POD.
5. Provide facilities to include, but not be limited to, a site with adequate space, utilities, sanitation, and POD staff break room with the ability to support emergency medication or vaccination dispensing services for Public Health emergency events in Cochise County.

C. Term

The initial term of this MOU shall be for five (5) years, and the agreement shall be automatically renewed for additional five (5) year periods at the end of each five (5) year term, unless otherwise terminated pursuant to paragraph E.

D. Agreement Amendment

The parties to this MOU may amend, modify, or supplement this MOU in writing at any time by mutual consent. All other unaffected provisions set forth in this MOU shall remain in effect.

E. Termination

Either party may terminate this MOU at any time, with thirty (30) days notice in writing, to the other party. Such notice shall be given by personal delivery or by registered or certified mail at the other party's official mailing address.

F. Insurance

The County agrees to maintain liability insurance coverage, and to immediately inform the other party of a cancellation or decrease in coverage. Fry's agrees that it will maintain all existing liability insurance coverage for all of its personnel, land, buildings, equipment and physical assets applicable to the function of this MOU during the time when this MOU is in force and utilized.

G. Indemnity

Each party (as indemnitor) agrees to indemnify, defend and hold harmless the other party (as indemnitee) from and against any and all claims, losses, liability, costs, or expenses, including reasonable attorneys fees, arising out of bodily injury or death of any person, or any property damage, but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are not caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees or volunteers in the performance of this MOU.

H. Licensure

Fry's agrees to maintain all current licenses and permits applicable to the function of this MOU during the time when this MOU is in force and utilized. If required, County shall obtain emergency licenses or permits required for its operations.

I. Miscellaneous Provisions

1. **Assignment.** This MOU is non-assignable in whole or in part by either party without the written consent of the other party.
2. **Authority of Signatory.** Each individual executing this MOU on behalf of either party represents and warrants that he/she is duly authorized to execute and deliver this Agreement on behalf of the County or Fry's.
3. **Cancellation.** This MOU is subject to cancellation for conflict of interest without penalty or further obligation as provided by A.R.S. § 38-511.

4. **Entire Agreement.** This MOU and any attachments represent the entire agreement between the parties and supersede all prior negotiations, representations or agreements, whether express or implied, written or oral.
5. **Governing Law and Venue.** The terms and conditions of this MOU shall be governed by and interpreted in accordance with the laws of the State of Arizona. Any action at law or in equity brought by either party for the purpose of enforcing a right or rights provided for in this Agreement shall be tried in the Superior Court of Cochise County, State of Arizona. The parties hereby waive all provisions of law providing for a change of venue in such proceeding to any other county. In the event either party shall bring suit to enforce any term of this Agreement or to recover any damages for on account of the breach of any term or conditions of this Agreement, it is mutually agreed that the prevailing party in such action shall recover all costs including: all litigation and appeal expenses, collection expenses, reasonable attorneys' fees, necessary witness fees and court costs to be determined by the court in such action.
6. **Incorporation of Documents.** All documents referred to in this MOU are hereby incorporated by reference into the MOU.
7. **Integration.** This MOU contains the entire arrangement between the parties. No statement, promise or inducement made by either party that is not contained in this written MOU and signed by both parties shall be valid or binding.
8. **No Third Party Beneficiaries.** Only the parties may enforce this MOU. The parties do not intend through this MOU to confer enforceable rights on any non-party and do not intend to create any third party beneficiaries to this MOU.
9. **Notices.** Any notice or demand under this MOU from either party to the other shall be in writing and shall be deemed to have been given when the notice is delivered personally or deposited in a U.S. mailbox, in a stamped envelope addressed to the other party's official business address provided herein. Either party may at any time change such address by delivering or mailing, as aforesaid, to the other party a notice stating the change.

Cochise Health & Social Services
Elizabeth Lueck B.S., M(ASCP)
PHEP Program Director
1415 Melody Lane Building A
Bisbee, AZ 85603
(520) 432-9437

Fry's Food Store
Norman E. Barnett, CP-FS
Food Safety Specialist
Fry's Food Stores
4351 E. Hwy 90
Sierra Vista, AZ 85635
602-442-9011

10. **Section Headings.** Captions and section headings used herein are for convenience only, are not a part of this MOU, shall not be deemed to limit or alter any provisions hereof, and shall not be deemed relevant in construing this MOU.
11. **Severability.** The provisions of this MOU shall be deemed severable and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of any other provisions.
12. **Waiver of Terms and Conditions.** The failure of either party to insist on any one or more instances of performance of any of the terms of conditions of this MOU or to exercise any right or privilege contained herein shall not be considered as thereafter waiving such terms, conditions, rights or privileges, and they shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this MOU on the date and year specified below.

DATED: _____

COCHISE COUNTY:

Richard R. Searle, Chairman
Board of Supervisors

ATTEST:

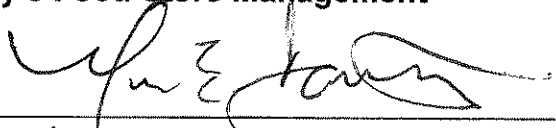
Katie A. Howard, Clerk of the Board

APPROVED AS TO FORM:


Terry Bannon, Deputy County Attorney

DATED: 12-10-12

Fry's Food Store Management


Signature
Division Food Safety Specialist

Health & Social Services

Regular Board of Supervisors Meeting**Meeting Date:** 01/08/2013

MOU between Copper Queen Community Hospital and Cochise Health & Social Services

Submitted By: Jennifer Steiger, Health & Social Services**Department:** Health & Social Services**Presentation:** No A/V Presentation**Recommendation:** Approve**Document Signatures:** BOS Signature Required**# of ORIGINALS** 2**Submitted for Signature:****NAME of PRESENTER:** n/a**TITLE of PRESENTER:** n/a**Docket Number (If applicable):****Mandated Function?:** Federal or State Mandate**Source of Mandate or Basis for Support?:****Information****Agenda Item Text:**

Approve a Memorandum of Understanding between Copper Queen Community Hospital and Cochise Health & Social Services regarding a drug discount program effective 1/8/2013 and to continue indefinitely.

Background:

Copper Queen Community Hospital (CQCH) would like to participate in the drug discount program established under Section 340B of the Public Health Services Act. In order to participate, CQCH must enter into an agreement with a unit of the state or local government pursuant to which CQCH commits to continue to provide health care services to low income individuals not participating in Medicare or Medicaid (AHCCCS) for no reimbursement or considerably less than full reimbursement from these patients. Cochise Health & Social Services is simply acknowledging that CQCH is providing these services to our indigent population. CQCH operates not only the Critical Access Hospital in Bisbee, but also operates Rural Health Clinics in Douglas, Bisbee, and Palominas. Please see MOU attached.

Department's Next Steps (if approved):

Your approval is respectfully requested.

Impact of NOT Approving/Alternatives:

CQCH could not qualify for the 340B discount drug pricing and its patients would not be able to take advantage of the 340B discounts.

To BOS Staff: Document Disposition/Follow-Up:

Two originals will be sent to the Clerk of the Board for signature. They will be delivered to the BOS no later than 1/8/13. Once signatures have been received, please send one fully executed original to J. Steiger, Health, for processing purposes.

AttachmentsMOU Copper Queen 12-12Exec Summary MOU Copper Queen 12-12

**MEMORANDUM OF UNDERSTANDING
BETWEEN
COCHISE COUNTY
AND
COPPER QUEEN COMMUNITY HOSPITAL**

THIS MEMORANDUM OF UNDERSTANDING is made this _____ day of _____, 2012, by and between the undersigned representatives of Cochise County, AZ ("GOVERNMENT"), and Copper Queen Community Hospital, a non-profit corporation organized and existing under the laws of the State of Arizona, located at 101 Cole Avenue, Bisbee, AZ 85603 ("HOSPITAL").

RECITALS:

WHEREAS, HOSPITAL is an Arizona not-for-profit hospital which provides a large amount of health care services to the Medicaid population in addition to supporting many community programs that benefit the indigent, uninsured, or underinsured population in the State of Arizona;

WHEREAS, HOSPITAL desires to participate in the drug discount program established under Section 340B of the Public Health Services Act (the "340B Program");

WHEREAS, in order to participate in the 340B Program HOSPITAL must enter into an agreement with a unit of the state or local government pursuant to which HOSPITAL commits to continue to provide health care services to low income individuals who are either not eligible or not entitled to Medicare or Medicaid benefits at no reimbursement or considerably less than full reimbursement from these patients;

WHEREAS, HOSPITAL desires to make such a formal commitment to GOVERNMENT; and

WHEREAS, GOVERNMENT agrees to accept such commitment on behalf of the citizens of Cochise County

NOW, THEREFORE, in consideration of the mutual agreements and covenants contained therein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is mutually agreed by and between the parties of this Agreement, as follows:

1. Commitment of HOSPITAL to Provide Indigent Care

During the term of this Memorandum, HOSPITAL agrees to continue its historic commitment to the provision of health care to indigent, uninsured and

underinsured residents of Arizona. In any event, HOSPITAL will ensure that all patients will receive necessary care, as required by law, regardless of ability to pay.

2. Acceptance and Acknowledgements of GOVERNMENT

- a. GOVERNMENT accepts the commitment of HOSPITAL set forth above;
- b. GOVERNMENT hereby acknowledges that the health care services provided by HOSPITAL hereunder are in furtherance of the public interest of the GOVERNMENT and are being provided to individuals who are either not eligible or not entitled to benefits under Title XVIII nor are they eligible for assistance under any State plan pursuant to Title XIX of the Social Security Act; and
- c. GOVERNMENT acknowledges that HOSPITAL is providing these services at either no reimbursement or considerably less than full reimbursement from these patients.

3. Representations of HOSPITAL – HOSPITAL represents that:

- a. HOSPITAL constitutes a corporation duly organized and validly existing in good standing under the laws of the State of Arizona with the corporate power and authority to enter into and perform its obligations under this MOU; and
- b. HOSPITAL is a tax-exempt corporation of under Section 501 (c)(3) of the Internal Revenue Code of the United States, as amended and under applicable laws of the State of Arizona.

4. Term and Termination

The term of this Memorandum shall commence on the date first above written and shall continue until terminated by either party upon not less than sixty (60) days prior written notice to the other.

5. Notice

All notices required or permitted to be given under this Memorandum shall be deemed given when delivered by hand or sent by registered or certified mail, return receipt requested, addressed as follows:

Sent to:

CHSS: Mary Gomez
Director Cochise Health and Social Services
1415 Melody Lane, Bldg A
Bisbee, Arizona 85605

CQCH: Jim Dickson
CEO
Copper Queen Community Hospital
101 Cole Ave.
Bisbee, AZ 85603

6. Governing Law

This Memorandum shall be governed by and construed in accordance with the laws of the State of Arizona (excepting any conflict of law's provisions which would service to defeat application of Arizona substantive law).

IN WITNESS WHEREOF, HOSPITAL and GOVERNMENT have executed this Memorandum as of the day and year first written above by their duly authorized representatives.

WITNESS:

HOSPITAL

Name: *Naide*

Title: *CFO*

WITNESS

GOVERNMENT

Name: _____

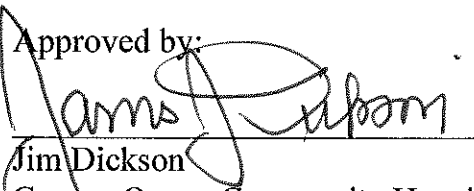
Title: _____

This Agreement is hereby approved by the respective parties on this ____ day of _____, 2012.

Approved by the County of Cochise

Richard R. Searle, Chairman
Cochise County Board of Supervisors

Approved by:



Jim Dickson
Copper Queen Community Hospital

Attest:

Approved by:

Katie Howard, Clerk of the Board

Mary Gomez, Director
Cochise Health and Social Services

Approved as to form:

Deputy County Attorney

Public Hearings 11.
Community Development

Regular Board of Supervisors Meeting

Meeting Date: 01/08/2013

Docket Z-12-07 (Jantz)

Submitted By: Keith Dennis, Community
Development

Department: Community Development

Division:

Planning & Zoning

Presentation: PowerPoint

Recommendation: Approve

Document Signatures: BOS Signature Required

of ORIGINALS 1

Submitted for Signature:

NAME of PRESENTER: Keith Dennis

TITLE of PRESENTER: Planner II

Mandated Function?: Not Mandated

Source of Mandate or Basis for Support?:

Docket Number (If applicable): Docket Z-12-07 (Jantz)

Information

Agenda Item Text:

Adopt Ordinance 13-01, approving Docket Z-12-07, conditionally amending the zoning district designation for Parcels 119-05-244 through 252, from SR-43 to RU-4, pursuant to the application of Mr. Michael Jantz.

Background:

MEMORANDUM

TO: Board of Supervisors

Through: Michael J. Ortega, County Administrator

FROM: Keith Dennis, Planner II

For: Beverly Wilson, Deputy Director Planning Division

SUBJECT: Docket Z-12-07 (Jantz)

DATE: December 28, 2012 for the January 8, 2013 Meeting

APPLICATION FOR A REZONING

The Applicant is requesting a rezoning of nine contiguous one-acre parcels from SR-43 (Single Household Residential, 1 dwelling per acre) to RU-4 (Rural, 1 dwelling per 4 acres). The Applicant, who resides on the site, is requesting the rezoning as part of an effort to convert the parcels to full time agricultural production. The property (a site consisting of Parcels 119-05-244 through 252, totaling 9.63 acres) is located at 730 N. Skyline Road in Cochise, AZ. The Applicants are Michael and Cynthia Jantz of the same address.

I. PLANNING AND ZONING COMMISSION

On Wednesday, December 12, 2012, the Planning and Zoning Commission voted unanimously (6 – 0) to forward this Docket to the Board of Supervisors with a recommendation of approval. The motion included the conditions of approval recommended by staff.

II. DESCRIPTION OF SUBJECT PARCEL AND SURROUNDING LAND USES

Size: 9.63 Acres
Zoning: SR-43 (Single-Household Residential, 1 dwelling per acre)
Growth Area: Category D (Rural Growth Area)
Area Plan: Mid Sulphur Springs Valley Area Plan
Plan Designation: Rural Density / Agriculture and Green Space
Existing Uses: Undeveloped Land
Proposed Uses: Single Family Residence and Shop

Surrounding Zoning
Relation to Subject Parcel Zoning District Use of Property
North SR-43 Undeveloped Land
South SR-43 Undeveloped Land
East SR-43 Undeveloped Land
West SR-43 Undeveloped Land

III. PARCEL HISTORY

2003 – Permit issued for construction of a 2,425 square foot single family residence;
2009 – Permit issued for a 725 square foot addition and 1,500 square foot workshop; and
2012 (October) – Applicant obtained an agricultural exemption from permitting and zoning requirements.
There are no violations or other enforcement actions associated with the site.

IV. NATURE OF REQUEST

The Applicants, Michael and Cynthia Jantz, currently reside on and farm the nine-acre site. The Jantz family grows sweet corn, watermelons, and assorted other crops, and Mr. Jantz intends to cultivate several acres with sweet potatoes and pistachios in the coming years. The family also keeps chickens and pigs on the farm.

Recently, the Applicant decided to take steps to make the family farm land use consistent with local zoning codes. To this end, the Applicant sought and obtained an agricultural exemption from the Zoning Regulations, relieving him of permitting requirements. The current request, to downzone the nine-acre site from SR-43 to RU-4 is part of this effort. Mr. Jantz says rezoning the properties would be a better reflection of the current and future agricultural activities and would bring him peace of mind.

V. ANALYSIS OF IMPACTS

Mandatory Compliance

The subject property lies within a Category “D”—Rural Growth Area and is considered a “Rural Density / Agriculture and Green Space” land use designation area (per the Mid Sulphur Springs Valley Area Plan). Section 402 of the County Zoning Regulations permits owners of property lying within “Rural Density Residential” land use areas to request a rezoning to RU-4.

Compliance with Rezoning Criteria

Section 2208.03 of the Zoning Regulations provides fifteen (15) criteria used to evaluate rezoning requests. Nine of the criteria are applicable to this case, and the request as submitted complies with each.

1. Provides an Adequate Land Use/Concept Plan. Complies.

The attached Concept Plan is adequate for the proposed “downzoning.” Note that Section 2208.03.B.1 does not relate specifically to what is proposed. That is, the rezoning would not facilitate a new residential subdivision development and so would not require a new subdivision plat submittal. From a structural standpoint, the property is essentially already developed; the only new land uses proposed involve cultivation of additional acreage beyond the current level, not any new structures.

2. Compliance with the Applicable Site Development Standards—Complies.

In the future, the Applicant intends to construct a durable fence around the property to keep wildlife out of

his crops – such construction would not require a permit in any case. This is the only new construction reported by the Applicant to staff. All other future plans involve cultivation of all or part of the site.

As a family farm with home and accessory structures already built prior to obtaining the agricultural exemption, the developed area of the property is already in compliance with SR-43 site development standards. Downzoning to RU-4 would not render any structures non-compliant with the site development standards for the RU-4 District.

The nine-acre site has recently been relieved of all basic permitting requirements owing to its agricultural exemption. This Factor could therefore be said not to apply to this Docket. However, land uses allowed by Special Use Permit would still require a public process and subsequent permit.

3. Adjacent Districts Remain Capable of Development – Complies.

The proposal would not affect the development prospects of any neighboring property.

4. Limitation on Creation of Nonconforming Uses—Complies.

The proposal would not create any potential for non-conforming uses.

5. Compatibility with Existing Development –Complies.

The immediate area is characterized by smaller-scale homestead farming operations. Development on the property is in keeping with the rural character of development in the area, so RU-4 zoning would be appropriate.

6. Rezoning to More Intense Districts—Not Applicable.

As discussed, the proposal is for a less-intense Zoning District. Under the SR-43 Regulations, nine homes could be built on the property; with just under 10 acres, RU-4 zoning would allow for only two homes on the same property.

7. Adequate Services and Infrastructure – Complies.

The home is served by an on-site well and septic system. SSVEC provides electric power and the Sunsites Volunteer Fire Department provides emergency services.

8. Traffic Circulation Criteria – Complies.

Rezoning to RU-4 would not open the door to significant traffic increases, but rather, would result in development that would be well within the capacity of the local transportation network to handle. The property borders Allen Street, which is County-maintained.

9. Development Along Major Streets—Not Applicable.

The property does not border any major street. Access to Ironwood Road is approximately one-half mile to the South along Skyline Road.

10. Infill—Not Applicable.

This Factor applies only for rezoning requests to GB, LI or HI, and therefore not applicable.

11. Unique Topographic Features – Not Applicable.

This Factor only applies to rezonings to more intense districts, and not to “downzonings.”

12. Water Conservation—Not Applicable.

This criterion is applicable only to rezonings associated with Master Development Plans.

13. Public Input—Complies.

As a request to downzone the property, a Citizen Review Report was not required for this case. However, staff did notify property owners within 1,500 feet of the site. Staff posted the property on November 15, 2012, and published a legal notice in the Bisbee Observer the same day. To date, staff has received two statements of support from neighboring property owners, and four letters opposing the request.

Opposition to the request focused mainly on concerns about declining property values.

14. Hazardous Materials – Not Applicable.

No hazardous materials are proposed as part of the development plan.

15. Compliance with Area Plan - Complies

The property is within the boundaries of the Mid Sulphur Springs Valley Area Plan. In Article 2 of that Plan, the “Agriculture/Rural Density and Green Space” designation calls for a minimum lot size of four acres for rural density development. The proposal would facilitate such development at the density prescribed by the Plan. The Area Plan specifically addresses rezoning requests such as described in this Docket, stating that “[v]oluntary downzonings in these areas are strongly encouraged.”

VI. SUMMARY

Factors in Favor of Approval

1. Allowing the request would be in keeping with the character of development in the area;
2. The request is in keeping with the Rural Growth Area policies of the Comprehensive Plan, and the density prescribed in the Mid Sulphur Springs Valley Area Plan;

3. On December 12, the Planning and Zoning Commission voted unanimously to forward a recommendation of conditional approval.

4. Two neighboring property owners have expressed support for the proposal.

Factor Against Approval

1. Four neighboring property owners oppose the request, citing concerns about reduced property values.

VII. RECOMMENDATION

Based on the Factors in Favor of Approval, staff recommends that the Board of Supervisors conditionally approve Docket Z-12-07, subject to the following standard conditions:

1. The Applicant shall provide the County with a signed Acceptance of Conditions and a Waiver of Claims form arising from ARS Section 12-1134 signed by the property owner of the subject property within thirty (30) days of Board of Supervisors approval of the rezoning; and
2. It is the Applicants' responsibility to obtain any additional permits, or meet any additional conditions, that may be applicable to the proposed use pursuant to other federal, state, or local laws or regulations.

Mr. Chairman, I recommend we approve Docket Z-12-07, subject to the conditions recommended by staff.

VIII. ATTACHMENTS

- A. Rezoning Application
- B. Concept Plan
- C. Location Map
- D. Public Comment
- E. Legal Notice

Department's Next Steps (if approved):

If the Board approves the Zoning Ordinance, the next step would be for the Chair to sign it.

Impact of NOT Approving/Alternatives:

If the Board does not approve the Zoning Ordinance, the parcels subject to the request will retain the current SR-43 zoning designation.

To BOS Staff: Document Disposition/Follow-Up:

After the Chair signs the Zoning Ordinance, Board staff would return a recorded copy of the same to the Planning Department for our files.

Attachments

Z-12-07 Staff Memorandum

Z-12-07 Attachments

Z-12-07 Powerpoint

Zoning Ordinance

Ordinance Exhibit A



COCHISE COUNTY COMMUNITY DEVELOPMENT

"Public Programs...Personal Service"

MEMORANDUM

TO: Board of Supervisors
Through: Michael J. Ortega, County Administrator

FROM: Keith Dennis, Planner II *(Signature)*
For: Beverly Wilson, Deputy Director Planning Division *bw*

SUBJECT: Docket Z-12-07 (Jantz)

DATE: December 28, 2012 for the January 8, 2013 Meeting

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Surrounding Zoning

Relation to Subject Parcel	Zoning District	Use of Property
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The Jantz Residence

IV. NATURE OF REQUEST

The Applicants, Michael and Cynthia Jantz, currently reside on and farm the nine-acre site. The Jantz family grows sweet corn, watermelons, and assorted other crops, and Mr. Jantz intends to cultivate several acres with sweet potatoes and pistachios in the coming years. The family also keeps chickens and pigs on the farm.

Recently, the Applicant decided to take steps to make the family farm land use consistent with local zoning codes. To this end, the Applicant sought and obtained an agricultural exemption from the Zoning Regulations, relieving him of permitting requirements. The current request, to downzone the nine-acre site from SR-43 to RU-4 is part of this effort. Mr. Jantz says rezoning the properties would be a better reflection of the current and future agricultural activities and would bring him peace of mind.

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Above: fruit tree orchard; below: small farm animal pens.



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Section 2208.03 of the Zoning Regulations provides fifteen (15) criteria used to evaluate rezoning requests. Nine of the criteria are applicable to this case, and the request as submitted complies with each.

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As a family farm with home and accessory structures already built prior to obtaining the agricultural exemption, the developed area of the property is already in compliance with SR-43 site development standards. Downzoning to RU-4 would not render any structures non-compliant with the site development standards for the RU-4 District.

The nine-acre site has recently been relieved of all basic permitting requirements owing to its agricultural exemption. This Factor could therefore be said not to apply to this Docket. However, land uses allowed by Special Use Permit would still require a public process and subsequent permit.

3. Adjacent Districts Remain Capable of Development – Complies.

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VI. SUMMARY**Factors in Favor of Approval**

1. Allowing the request would be in keeping with the character of development in the area;
2. The request is in keeping with the Rural Growth Area policies of the Comprehensive Plan, and the density prescribed in the Mid Sulphur Springs Valley Area Plan;
3. On December 12, the Planning and Zoning Commission voted unanimously to forward a recommendation of conditional approval.
3. Two neighboring property owners have expressed support for the proposal.

Factor Against Approval

1. Four neighboring property owners oppose the request, citing concerns about reduced property values.

VII. RECOMMENDATION

Based on the Factors in Favor of Approval, staff recommends that the Board of Supervisors **conditionally approve** Docket Z-12-07, subject to the following standard conditions:

1. The Applicant shall provide the County with a signed Acceptance of Conditions and a Waiver of Claims form arising from ARS Section 12-1134 signed by the property owner of the subject property within thirty (30) days of Board of Supervisors approval of the rezoning; and
2. It is the Applicants' responsibility to obtain any additional permits, or meet any additional conditions, that may be applicable to the proposed use pursuant to other federal, state, or local laws or regulations.

Mr. Chairman, I recommend we approve Docket Z-12-07, subject to the conditions recommended by staff.

VIII. ATTACHMENTS

- A. Rezoning Application
- B. Concept Plan
- C. Location Map
- D. Public Comment
- E. Legal Notice



COMMUNITY DEVELOPMENT DEPARTMENT

Planning, Zoning and Building Safety

1415 Melody Lane, Bisbee, Arizona 85603

(520) 432-9240

Fax 432-9278

E-12-07
CHECK # 2531
Rec'd 10/25
Kitt D.

COCHISE COUNTY REZONING APPLICATION

Submit to: Cochise County Community Development Department
1415 Melody Lane, Building E, Bisbee, Arizona 85603

1. Applicant's Name: Michael L. & Cynthia L. Jantz

2. Mailing Address: 730 N. Skyline Rd.

<u>Cochise</u>	<u>AZ</u>	<u>85606</u>
City	State	Zip Code

3. Telephone Number of Applicant: (520) 508 2293

4. Telephone Number of Contact Person if Different: ()

5. Email Address: mljantz@gmail.com

6. Assessor's Tax Parcel Number: 119 - 05 - 244 (Can be obtained from your County property tax statement)

7. Applicant is (check one):

- Sole owner: ☐
- Joint Owner: ☒ (See number 8)
- Designated Agent of Owner: ☐
- If not one of the above, explain interest in rezoning: _____

7. If applicant is **not** sole owner, attach a list of all owners of property proposed for rezoning by parcel number. Include all real parties in interest, such as beneficiaries of trusts, and specify if owner is an individual, a partnership, or a corporation:

- List attached (if applicable): Michael L & Cynthia L. Jantz (husband & wife)

8. If applicant is **not** sole owner, indicate which **notarized** proof of agency is attached:

- If corporation, corporate resolution designating applicant to act as agent: ☐
- If partnership, written authorization from partner: ☐
- If designated agent, attach a **notarized** letter from the property owner(s) authorizing representation as agent for this application.

9. Attach a proof of ownership for all property proposed for rezoning. Check which proof of ownership is attached:
- Copy of deed of ownership: ☐
 - Copy of title report: ☐
 - Copy of tax notice: ☒
 - Other, list: _____
10. Will approval of the rezoning result in more than one zoning district on any tax parcel?
- Yes ☐ No ☒
11. If property is a new split, or the rezoning request results in more than one zoning district on any tax parcel then a copy of a survey and associated legal description stamped by a surveyor or engineer licensed by the State of Arizona must be attached.
12. Is more than one parcel contained within the area to be rezoned? Yes ☒ No ☐
- If yes and more than one property owner is involved, have all property owners sign the attached consent signature form.
13. Indicate existing Zoning District for Property: SR43
14. Indicate proposed Zoning District for Property: RU4

Note: A copy of the criteria used to determine if there is a presumption in favor of or against this rezoning is attached. Review this criteria and supply all information that applies to your rezoning. Feel free to call the Planning Department with questions regarding what information is applicable.

15. Comprehensive Plan Category: D (A County planner can provide this information.)
16. Comprehensive Plan Designation or Community Plan: Ag (A County planner can provide this information.)

Note: in some instances a Plan Amendment might be required before the rezoning can be processed. Reference the attached rezoning criteria, Section A.

17. Describe all structures already existing on the property:
House, 1 - 10'x12' mobile storage shed, 1 - 9'x18 mobile storage shed (to be sold)

18. List all proposed uses and structures which would be established if the zoning change is approved. Be complete. Please attach a site plan: _____
Market farm - no structures planned at this time, however fencing will be needed to keep out javelina & coyotes.

19. Are there any deed restrictions or private covenants in effect for this property?
- No ☒ Yes ☐
 - If yes, is the proposed zoning district compatible with all applicable deed restrictions/private covenants? Yes ☐ No ☐

- Provide a copy of the applicable restrictions (these can be obtained from the Recorder's office using the recordation Docket number)

20. Which streets or easements will be used for traffic entering and exiting the property?

Skyline Rd. - no changes to entrance or exit.

21. What off-site improvements are proposed for streets or easements used by traffic that will be generated by this rezoning? _____

None

22. How many driveway cuts do you propose to the streets or easements used by traffic that will be generated by this rezoning? None

23. Identify how the following services will be provided:

Service	Utility Company/Service Provider	Provisions to be made
Water	Existing well	
Sewer/Septic	Existing esptic	
Electricity	Existing - SSVEC	
Natural Gas	N/A	
Telephone	Existing - Valley Telecom	
Fire Protection	Existing - Sunsites-Pearce Volunteer	

24. This section provides an opportunity for you to explain the reasons why you consider the rezoning to be appropriate at this location. The attached copy of the criteria used to determine if there is a presumption in favor of or against this rezoning is attached for your reference (attach additional pages as needed). _____

We have started a market farm on which we are producing vegetables, fruit, poultry, &

livestock, which we plan to market to the community. We wish to have this property

rezoned to RU4 as it more accurately reflects the use of the property.

25. AFFIDAVIT

I, the undersigned, do hereby file with the Cochise County Planning Commission this petition for rezoning. I certify that, to the best of my knowledge, all the information submitted herein and in the attachments is correct. I hereby authorize the Cochise County Planning Department staff to enter the property herein described for the purpose of conducting a field visit.

Applicant's Signature: _____

10/22/12

Date: _____

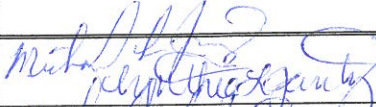
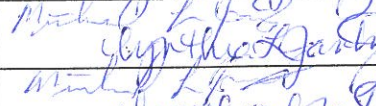
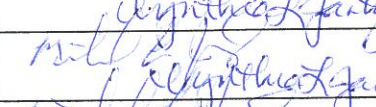
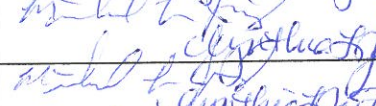
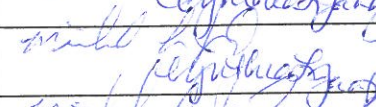
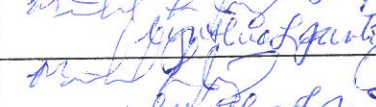
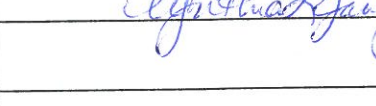
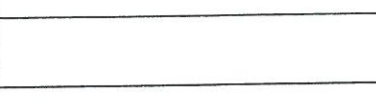
M. L. K. S. Cynthia L. Gantz

CONSENT SIGNATURE FORM

OF PROPERTY OWNERS WITHIN THE PROPOSED ZONING DISTRICT

This form is to be completed if there is more than one property owner and more than one parcel within the proposed zoning district.

I, the undersigned owner of record of property which lies within the area of the proposed rezoning set forth in the attached application, do hereby consent to the proposed change of zoning district boundary or reclassification of the property (ies) sought for rezoning. I do hereby certify and declare that I was afforded an opportunity to read the full and complete application prior to affixing by signature hereon.

Parcel Number	Owner of Record, Printed Name & Address	Signature	Date
119-05-244	Michael L & Cynthia L. Jantz		10/22/12
119-05-245	Michael L & Cynthia L. Jantz		10/22/12
119-05-246	Michael L & Cynthia L. Jantz		10/22/12
119-05-247	Michael L & Cynthia L. Jantz		10/22/12
119-05-248	Michael L & Cynthia L. Jantz		10/22/12
119-05-249	Michael L & Cynthia L. Jantz		10/22/12
119-05-250	Michael L & Cynthia L. Jantz		10/22/12
119-05-251	Michael L & Cynthia L. Jantz		10/22/12
119-05-252	Michael L & Cynthia L. Jantz		10/22/12

(Attach separate pages if necessary)



Google earth



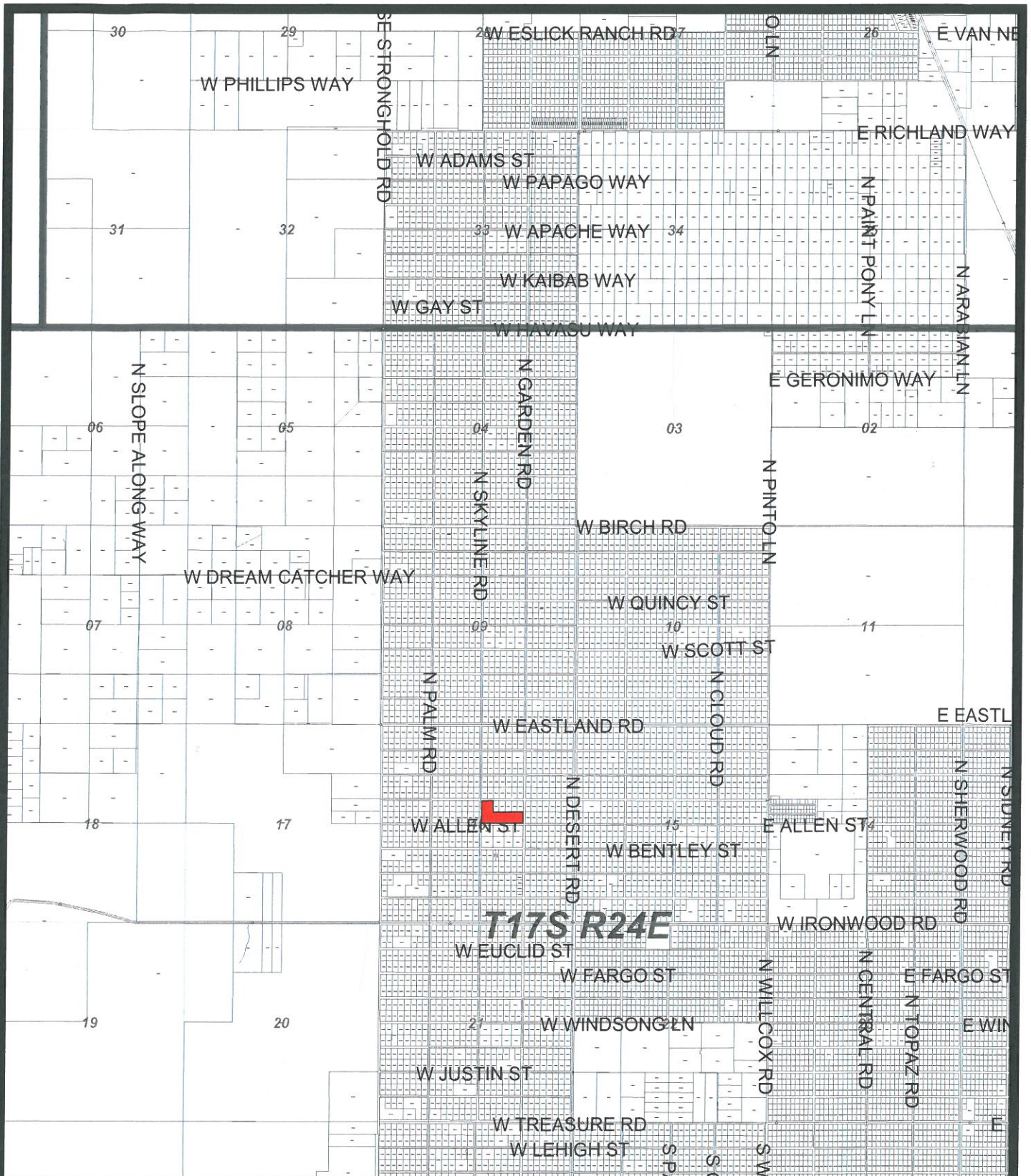
Skyline

Agriculture

Homestead

Agriculture

WALLEN



T17S R24E



Docket Z-12-06 (Jantz) Location Map

This map is a product of the
Cochise County GIS



0' 1" = 3676'

Dennis, Keith

From: edoole1@satx.rr.com
Sent: Wednesday, November 28, 2012 3:35 PM
To: Dennis, Keith

In reference to docket SU-Z-12-07 Jantz. I do not support this request. I feel it would affect property values. Edna Mae Doole Tax Parcel Number 11908030.

Thank You

Rezoning: Docket Z-12-07 (Jantz)

COCHISE COUNTY

NOV 03 2012

PLANNING

YES, I SUPPORT THIS REQUEST

Please state your reasons:

NO, I DO NOT SUPPORT THIS REQUEST:

Please state your reasons:

WE WISH TO HAVE THE ZONING
REMAIN SR-43 (SINGLE FAMILY RESIDENTIAL)

THANK YOU

(Attach additional sheets, if necessary)

PRINT NAME(S):

GILBERT OR VIRGINIA FYFE

SIGNATURE(S):


Virginia Fyfe

YOUR TAX PARCEL NUMBER: 119-05-256 (the eight-digit identification number found on the tax statement from the Assessor's Office)

Your comments will be made available to the Planning Commission. Upon submission this form or any other correspondence becomes part of the public record and is available for review by the applicant or other members of the public. **Written comments must be received by our Department no later than 4 PM on Friday, November 30, 2012 if you wish the Commission to consider them before the December 12, 2012 meeting. We can not make exceptions to this deadline, however, if you miss the written comment deadline you may still make a statement at the public hearing listed above. NOTE: Please do not ask the Commissioners to accept written comments or petitions at the meeting, as they do not have sufficient time to read materials at that time. Your cooperation is greatly appreciated.**

RETURN TO: Keith Dennis, Senior Planner
Cochise County Planning Department
1415 Melody Lane, Building E
Bisbee, AZ 85603

Rezoning: Docket Z-12-07 (Jantz)

COCHISE COUNTY

NOV 14 2012

PLANNING

YES, I SUPPORT THIS REQUEST

Please state your reasons:

✓ NO, I DO NOT SUPPORT THIS REQUEST:

Please state your reasons:

Individual will draw upon ground water available for the area thus limiting my use in the future. Farmland sells for less thus lowering any price for my piece of property. Property was originally purchased for home not to be in a farm area. Taxes on agricultural land cheaper thus possibly raising revenue in form of taxes for myself and other property owners.

(Attach additional sheets, if necessary)

PRINT NAME(S):

BRUCE J. STEVENS

SIGNATURE(S):

Bruce J. Stevens

YOUR TAX PARCEL NUMBER: 119-08-149; 119-08-186 (the eight-digit identification number found on the tax statement from the Assessor's Office)

Your comments will be made available to the Planning Commission. Upon submission this form or any other correspondence becomes part of the public record and is available for review by the applicant or other members of the public. **Written comments must be received by our Department no later than 4 PM on Friday, November 30, 2012 if you wish the Commission to consider them before the December 12, 2012 meeting. We can not make exceptions to this deadline, however, if you miss the written comment deadline you may still make a statement at the public hearing listed above. NOTE: Please do not ask the Commissioners to accept written comments or petitions at the meeting, as they do not have sufficient time to read materials at that time. Your cooperation is greatly appreciated.**

RETURN TO: Keith Dennis, Senior Planner
Cochise County Planning Department
1415 Melody Lane, Building E
Bisbee, AZ 85603

Rezoning: Docket Z-12-07 (Jantz)

COCHISE COUNTY

NOV 19 2012

PLANNING

YES, I SUPPORT THIS REQUEST

Please state your reasons:

NO, I DO NOT SUPPORT THIS REQUEST:

Please state your reasons:

The reasons are agriculture ground isn't valued as highly as residential ground. Hopefully the valuation will rise on this property we own and we then could sell. If someone wants our property, all they need do is make us an offer, if it is enough we'll be willing to sell. Thank you.

(Attach additional sheets, if necessary)

PRINT NAME(S):

Paul D., Francis E. McAllister

SIGNATURE(S):

Paul Dan McAllister & Francis Elizabeth McAllister

YOUR TAX PARCEL NUMBER: 116-09-195 (the eight-digit identification number found on the tax statement from the Assessor's Office)

Your comments will be made available to the Planning Commission. Upon submission this form or any other correspondence becomes part of the public record and is available for review by the applicant or other members of the public. **Written comments must be received by our Department no later than 4 PM on Friday, November 30, 2012 if you wish the Commission to consider them before the December 12, 2012 meeting. We can not make exceptions to this deadline, however, if you miss the written comment deadline you may still make a statement at the public hearing listed above. NOTE: Please do not ask the Commissioners to accept written comments or petitions at the meeting, as they do not have sufficient time to read materials at that time. Your cooperation is greatly appreciated.**

RETURN TO: Keith Dennis, Senior Planner
Cochise County Planning Department
1415 Melody Lane, Building E
Bisbee, AZ 85603

Rezoning: Docket Z-12-07 (Jantz)

COCHISE COUNTY

NOV 21 2012

PLANNING

X

YES, I SUPPORT THIS REQUEST

Please state your reasons:

I am in favor of Agricultural
production

NO, I DO NOT SUPPORT THIS REQUEST:

Please state your reasons:

(Attach additional sheets, if necessary)

PRINT NAME(S): Gilberta LORD HURST

SIGNATURE(S): Gilberta Lord Hurst

YOUR TAX PARCEL NUMBER: 119-08-092-9 (the eight-digit identification number found on the tax statement from the Assessor's Office)

Your comments will be made available to the Planning Commission. Upon submission this form or any other correspondence becomes part of the public record and is available for review by the applicant or other members of the public. **Written comments must be received by our Department no later than 4 PM on Friday, November 30, 2012 if you wish the Commission to consider them before the December 12, 2012 meeting. We can not make exceptions to this deadline, however, if you miss the written comment deadline you may still make a statement at the public hearing listed above. NOTE: Please do not ask the Commissioners to accept written comments or petitions at the meeting, as they do not have sufficient time to read materials at that time. Your cooperation is greatly appreciated.**

RETURN TO: Keith Dennis, Senior Planner
Cochise County Planning Department
1415 Melody Lane, Building E
Bisbee, AZ 85603

NOV 20 2012

PLANNING

Rezoning: Docket Z-12-07 (Jantz)

☒ YES, I SUPPORT THIS REQUEST

Please state your reasons:

We think the rezoning of the nine contiguous
one acre parcels to R21-4 and agriculture use will
help increase interest in the area.

NO, I DO NOT SUPPORT THIS REQUEST:

Please state your reasons:

(Attach additional sheets, if necessary)

PRINT NAME(S):

Josephine L. Haas Ronald A Haas

SIGNATURE(S):

Josephine Haas
Ronald A Haas

YOUR TAX PARCEL NUMBER:

119-05-166

(the eight-digit identification number found on the tax statement

from the Assessor's Office)

Your comments will be made available to the Planning Commission. Upon submission this form or any other correspondence becomes part of the public record and is available for review by the applicant or other members of the public. **Written comments must be received by our Department no later than 4 PM on Friday, November 30, 2012 if you wish the Commission to consider them before the December 12, 2012 meeting. We can not make exceptions to this deadline, however, if you miss the written comment deadline you may still make a statement at the public hearing listed above. NOTE: Please do not ask the Commissioners to accept written comments or petitions at the meeting, as they do not have sufficient time to read materials at that time. Your cooperation is greatly appreciated.**

RETURN TO: Keith Dennis, Senior Planner
Cochise County Planning Department
1415 Melody Lane, Building E

Bisbee AZ 85603

BISBEE, AZ 85603

Dennis, Keith

From: ktighe@q.com
Sent: Saturday, November 10, 2012 10:49 AM
To: Dennis, Keith
Cc: Bill Lemos
Subject: Re: Docket SU-Z-12-07 (Jantz)

Thank you!
K. Tighe

From: "Keith Dennis" <KDennis@cochise.az.gov>
To: ktighe@q.com
Sent: Friday, November 9, 2012 4:11:13 PM
Subject: RE: Docket SU-Z-12-07 (Jantz)

The gentleman already is farming the property; he is asking to change from one acre (SR-43) to four acre (RU-4) zoning because he would rather have the rural zoning. The resulting group of nine parcels would then have to be combined because right now there are nine contiguous one-acre parcels. So there would be a lowering of density as a result of the rezoning if it passes.

However, the rezoning is really about his own preference and peace of mind, because all that he is doing and wants to do is already allowed the way things are now.

As for his future plans, he told me he mostly intends to put up some fencing, and a small number of pistachio trees. He says now he grows melons, pumpkins, sweet corn and a few other crops.

Have a good weekend.

Keith Dennis - Senior Planner
Cochise County Planning Department
1415 Melody Lane
Bisbee, AZ 85603
520-432-9240

"Public Programs - Personal Service"
www.CochiseCounty.com

From: ktighe@q.com [<mailto:ktighe@q.com>]
Sent: Friday, November 09, 2012 2:08 PM
To: Dennis, Keith
Subject: Fwd: Docket SU-Z-12-07 (Jantz)

From: ktighe@q.com
To: ". gov" <kdennis@cochise.az>
Sent: Thursday, November 8, 2012 2:27:55 PM
Subject: Docket SU-Z-12-07 (Jantz)

Hello Mr. Dennis,

I am writing on behalf of my brother, Mr. Lemos, who received your letter dated 11/1/12. Since I live here in Bisbee, I plan to attend the public hearing in his place.

I wonder if you could give us more information about Docket Z-12-07?

Can you tell us what type of agricultural production the owners have in mind? The reason we ask is that there would be a huge difference between say, a poultry farm or a feed lot vs a vineyard or an orchard, in the way it might impact neighboring properties.

Thank you,
Karen Tighe

LEGAL NOTICE NOTICE OF PUBLIC HEARING

The Cochise County Planning and Zoning Commission hereby gives notice a public hearing will be held at or after 4:00 p.m., on Wednesday, December 12, 2012, at the Cochise County Board of Supervisors Hearing Room, at 1415 Melody Lane, Building G, in Bisbee, Arizona, to consider the following:

Docket SU-Z-12-07 (Jantz): The Applicant is requesting a rezoning of nine contiguous one-acre parcels from SR-43 (single family residential, 1 dwelling per acre) to RU-4 (Rural, 1 dwelling per 4 acres). The Applicant, who resides on the site, is requesting the rezoning as part of an effort to convert the parcels to full time agricultural production. The property (a site consisting of Parcels 119-05-244 through 252) is located at 730 N. Skyline Road in Cochise, AZ. The property is further described as being in Section 16, Township 17 South, Range 24 East of the G&SRB&M in Cochise County, Arizona. The Applicants are Michael and Cynthia Jantz of the same address.

Details of the above docket are on file in the Cochise County Planning Department and may be examined during office hours. Inquiries may be directed to Planner Keith Dennis by calling 520-432-9240, or by email to kdennis@cochise.az.gov. All persons interested in said matter may appear at the public hearing.

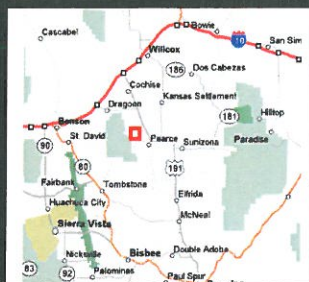
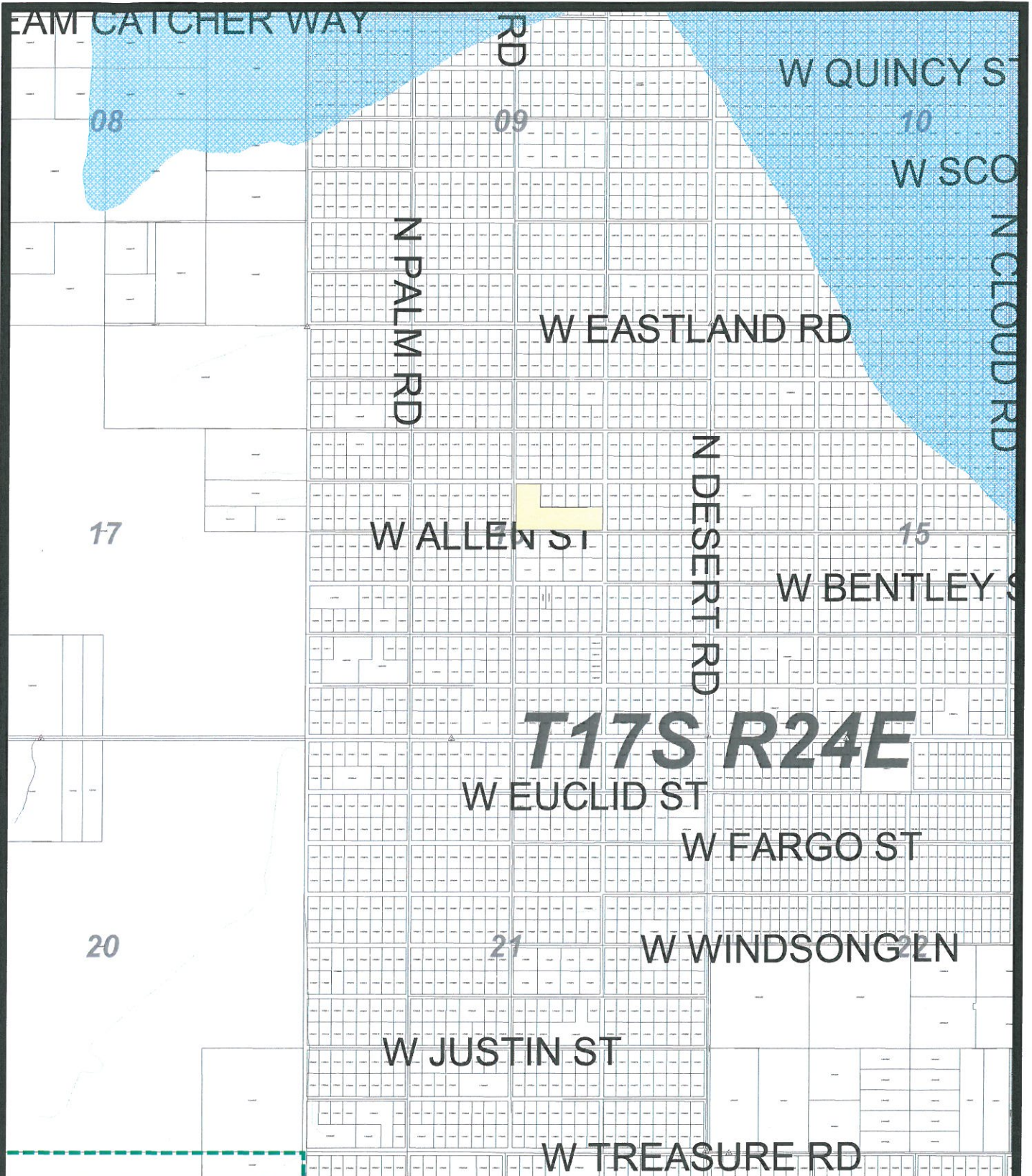
If the above docket has not been heard by the Planning and Zoning Commission by 8 p.m. at the December 12, 2012 meeting, the public hearing may be continued to a later date at the Chair's discretion. At the hearing, the Commission will forward a recommendation to the Board of Supervisors, who would hear the Docket at a subsequent public hearing to be held at 10:00 a.m. on Tuesday, January 8, 2013 at the same location.

Dated November 1, 2012

Jim Lynch, Chairman, Cochise County Planning and Zoning Commission

Publish: *Bisbee Observer*

No later than November 15, 2012



Z-12-07 EXHIBIT A:
 119-05-244,245,246,
 247,248,249,250,251,
 252, ARIZ SUN SITES
 #1 LOT 9 BLK 175 8-07
 LV MAP BOOK + HS

This map is a product of the
 Cochise County GIS



0' 1" = 1771'

Regular Board of Supervisors Meeting

Meeting Date: 01/08/2013

Grants Administrator

Submitted By: Lisa Marra, Facilities

Department: Facilities

Presentation: No A/V Presentation

Recommendation: Approve

Document Signatures: BOS Signature NOT Required

of ORIGINALS 0

Submitted for Signature:

NAME of PRESENTER: Lisa M. Marra

TITLE of PRESENTER: Grants Administrator

Mandated Function?: Federal or State Mandate

Source of Mandate or Basis for Support?: 24 CFR 91.115

Docket Number (If applicable): n/a

Information

Agenda Item Text:

Present information and hold first of two Public Hearings for FY 2013 Community Development Block Grant Application Process for Cochise County to receive public input and to identify community needs in Cochise County.

Background:

Cochise County is expected to receive approximately \$170,000 in FY 2013 Federal Community Development Block Grant (CDBG) funds from the Arizona Department of Housing Regional account. The entitlement funds originate through HUD and are distributed to the State with a partnership through SEAGO on a rotating basis every two years. In 2013, Cochise County, City of Bisbee, City of Sierra Vista, and the Town of Huachuca City are anticipated to receive funding. The County may also apply for the next or all future State Special Project (SSP) or Colonias funds should those become available. CDBG and SSP Funds must be used to benefit low-income persons and areas, alleviate slum and blight, or address urgent need.

Samples of projects that can use CDBG funds include:

Public Infrastructure, Community Facilities, Housing, Public Services, and Economic Development.

Due to recent changes in HUD guidelines, it is suggested that one project be funded instead of splitting the funding between projects. Cochise County has a very successful track record of receiving funding and completing projects throughout our community through this grant cycle.

Department's Next Steps (if approved):

Hold second Public Hearing on January 29, 2013 at BOS meeting

Impact of NOT Approving/Alternatives:

Required by Federal guidelines to receive funding

To BOS Staff: Document Disposition/Follow-Up:

Will provide back up material for the BOS. Per federal requirements, publication in several newspaper throughout the County is required as is posting the notice county wide.

Budget Information

Information about available funds

Budgeted: ☐ Funds Available: ☐ Adjustment: ☐ Amount Available:

Unbudgeted: ☐ Funds NOT Available: ☐ Amendment: ☐

Account Code(s) for Available Funds

1:

Fund Transfers

Fiscal Impact & Funding

Sources (if known):

Attachments

CDBG 2013 Public Info

Public Notice

12.18.12 CDBG Public Information Packet

1.8.13 FY13 CDBG Public Hearing



Arizona Department of Housing FY 2013 Community Development Block Grant Funding Cycle (CDBG)

For
Cochise County

1st of 2 Public Hearings

Where does the money come from?

- Source of CDBG Funding:
 - US Dept of Housing and Urban Development (HUD)
 - State Community Development Block Grant Program
 - Az Dept of Housing (ADOH) CDBG Program
 - Formula based on population and persons in poverty in rural areas.

FY 2013 Estimates
\$170,000 Regional Account

SouthEastern Arizona Government
Organization (SEAGO)

2012:

Benson

Douglas

Tombstone

Willcox

2013:

Bisbee

Cochise County

Huachuca City

Sierra Vista

CDBG Community Responsibility

- Funding provided to all recipient communities on an entitlement basis.
- Eligibility funding depends upon the submission of a viable project application.
- Strongly recommended that no more than **one project** be submitted. (New HUD guideline.)

Additionally, the activity must meet one (only one) of the National Objectives

- ❖ Low to moderate Income Benefit- area wide, limited clientele (60% residential and 51% low income)
- ❖ Prevention or elimination of slums and blight.
- ❖ Urgent Need (serious threat to human health/welfare)

Activity must result in a complete, stand-alone project resulting in a “benefit.”

Priority Community Development Needs and Objectives

- Public Facilities and Improvements
- Community / Supportive Housing Facilities
- Public Services
- Housing
- Economic Development (tied to job creation or retention)
- Neighborhood Revitalization and Redevelopment
- Planning and Capacity Building

Previous Projects:

- Elfrida Community Center Improvements and Library Development
- ADA Improvements – County Facilities, Old Bisbee High School
- Bowie Clean-Up Program
- Fry Town Site Curb and Drainage Improvements
- ADA Improvements – County Facilities, Douglas
- Lower Huachuca City Capital Improvement Plan
- Emergency Home Repair Program
- Contribution to the City of Bisbee for Revitalization of the Saginaw Area
- Fry Townsite Street Improvements
- Sunsites Senior Center HVAC, Windows/Doors
- Elfrida Community Center Improvements
- Fry Drainage Way Improvements
- Lead Abatement Program
- Wesleyan Preschool Playground Improvements
- Bowie Fire District Emergency Equipment (2011)
- Fry Fire Station ADA improvements (2011)
- Owner Occupied Emergency Home Repair (2011)

PUBLIC INPUT



Regular Board of Supervisors Meeting

Meeting Date: 01/08/2013
STD Testing & Treatment Schedule of Fees
Submitted By: Jennifer Steiger, Health & Social Services
Department: Health & Social Services

Presentation: PowerPoint

Recommendation: Approve

Document Signatures: BOS Signature Required

of ORIGINALS
Submitted for Signature: 1NAME
of PRESENTER: Radi Ann PorterTITLE
of PRESENTER: Director of Nursing

Mandated Function?: Federal or State Mandate

Source of Mandate
or Basis for Support?: ADHS

Docket Number (if applicable):

Information

Agenda Item Text:

Adopt Resolution 13-01 to establish a schedule of fees for STD Testing Services provided by Cochise Health & Social Services for testing, education, screening and treatment of clients for sexually transmitted diseases, effective on and after February 11, 2013.

Background:

CHSS has received funds from the ADHS for many years to provide screening, laboratory testing, treatment, and follow-up for sexually transmitted diseases (STDs) primarily Gonorrhea, Chlamydia, and Syphilis. Through this contract the CHSS is funded to ensure availability of STD care, treatment and services to our community. In recent years this funding has decreased dramatically while demand for testing has increased. Currently this grant covers approximately 48% of direct cost of services without factoring in staffing costs. There is cash carry forward in this grant in the amount of \$13,977.00 as of July 30, 2012. If demand for services remains at the current level the spend down in this budget will leave \$11,116.00 at the end of this calendar year, and assuming no change in cost or demand for services, this budget will be depleted in 2016. The shortfall for services will then shift to general fund dollars or the services will be eliminated. This fee proposal is based on prevailing charges in other counties and allows for services to continue to be provided free of charge to individuals under age 19, and those who report inability to pay. The anticipated income from charging for services will subsidize STD services but is not anticipated to return a profit. The implementation of a sliding fee schedule will prevent the provision of STD services from becoming a fiscal burden on the general fund and preserving the cash carry forward into future revenue cycles beyond 2016. The addition of a fee schedule will allow for testing of individuals who do have insurance but do not want to seek testing and treatment in their medical home due to privacy issues, improving the overall health of the citizens of Cochise County. See Exhibit A (attached) for the detailed STD Proposed Fee Schedule.

Department's Next Steps (if approved):

Your approvals are respectfully requested.

Impact of NOT Approving/Alternatives:

Not approving this fee schedule could cause the STD services to become a fiscal burden on the general fund and preserving the cash carry forward into future revenue cycles beyond 2016 will not be possible. The addition of a fee schedule will allow for testing of individuals who do have insurance but do not want to seek testing and treatment in their medical home due to privacy issues, improving the overall health of the citizens of Cochise County, which would not be possible as the program is currently.

To BOS Staff: Document Disposition/Follow-Up:

1 original resolution, with Exhibit A attached, sent to BOS for signature on 12/18/12. Please return one fully executed copy for filing purposes.

Budget Information

Information about available funds

Budgeted: ☒ Funds Available: ☒ Adjustment: ☐ Amount Available:Unbudgeted: ☐ Funds NOT Available: ☐ Amendment: ☐

Account Code(s) for Available Funds

1:

Fund Transfers

Fiscal Year: 2012-2013

One-time Fixed Costs? (\$\$):

Ongoing Costs? (\$\$\$):

County Match Required? (\$\$):

A-87 Overhead Amt? (Co. Cost Allocation \$\$\$): 114

Source of Funding?: ADHS

Fiscal Impact & Funding
Sources (if known):

Currently this grant covers approximately 48% of direct cost of services without factoring in staffing costs. There is cash carry forward in this grant in the amount of \$13,977.00 as of July 30, 2012. If demand for services remains at the current level the spend down in this budget will leave \$11,116.00 at the end of this calendar year, and assuming no change in cost or demand for services, this budget will be depleted in 2016. The shortfall for services will then shift to general fund dollars or the services will be eliminated.

Small grant rate used for subsidy calculation since there are no salaries/ERE's.

Grant/ADHS
Amount: \$ 2,271
Salaries/ERE's: \$0
Authorized OH: \$0
Small Grant OH @ 5%: \$114
Net County Subsidy: \$114

Attachments

STD Fee Proposal 12-12

Executive Summary Form

Agenda Number: HLT- STD Testing and Treatment Sliding Fee Proposal

Recommendation:

Adopt Resolution No. 13- to establish a schedule of fees for STD Testing Services provided by Cochise Health & Social Services for testing, education, screening and treatment of clients for sexually transmitted diseases, effective on and after February 11, 2013.

Background (Brief):

CHSS has received funds from the ADHS for many years to provide screening, laboratory testing, treatment, and follow-up for sexually transmitted diseases (STDs) primarily Gonorrhea, Chlamydia, and Syphilis. Through this contract the CCHD is funded to ensure availability of STD care, treatment and services to our community. In recent years this funding has decreased dramatically while demand for testing has increased. Currently this grant covers approximately 48% of direct cost of services without factoring in staffing costs. There is cash carry forward in this grant in the amount of 13,977.00 as of July 30, 2012. If demand for services remains at the current level the spend down in this budget will leave 11,116.00 at the end of this calendar year, and assuming no change in cost or demand for services, this budget will be depleted in 2016. The shortfall for services will then shift to general fund dollars or the services will be eliminated.

This fee proposal is based on prevailing charges in other counties and allows for services to continue to be provided free of charge to individuals under age 19, and those who report inability to pay. The anticipated income from charging for services will subsidize STD services but is not anticipated to return a profit. The implementation of a sliding fee schedule will prevent the provision of STD services from becoming a fiscal burden on the general fund and preserving the cash carry forward into future revenue cycles beyond 2016. The addition of a fee schedule will allow for testing of individuals who do have insurance but do not want to seek testing and treatment in their medical home due to privacy issues, improving the overall health of the citizens of Cochise County.

See Exhibit A (attached) for the detailed STD Proposed Fee Schedule.

Fiscal Impact & Funding Sources: 2012 grant

Grant	Amount	Salaries + ERE's	Authorized OH	Small-Grant OH at 5%*	<i>Net Co. Subsidy</i>
STD	\$2,271	\$0	\$0	\$114	<i>\$114</i>

** Small-grant rate used for subsidy calculation since there are no salaries/EREs*

Impact of Not Approving:

Not approving this fee schedule could cause the STD services to become a fiscal burden on the general fund and preserving the cash carry forward into future revenue cycles beyond 2016 will not be possible. The addition of a fee schedule will allow for testing of individuals who do have insurance but do not want to seek testing and treatment in their medical home due to privacy issues, improving the overall health of the citizens of Cochise County, which would not be possible as the program is currently.

RESOLUTION 13- _____

**ESTABLISHING A SCHEDULE OF FEES FOR SEXUALLY
TRANSMITTED DISEASE (STD) TESTING SERVICES
PROVIDED BY THE COUNTY**

WHEREAS, pursuant to A.R.S. § 11-251.08, Cochise Health & Social Services has recommended to the Board of Supervisors that it establish a schedule for reimbursement for County services which shall not exceed the actual costs for the services provided by the County; and

WHEREAS, the cost to provide STD testing services has increased it is now necessary to adopt a schedule of fees for these services to reflect the current actual cost of providing STD testing services as specified in the accompanying Exhibit A; and

WHEREAS, the testing fees listed herein do not exceed the actual and reasonable costs of providing these services and are necessary in order for the County to continue to provide the same level of STD testing services; and

WHEREAS, this matter has been noticed for public hearing on December 5, 2012, as required by A.R.S. § 11-251.08, and following this hearing the Cochise County Board of Supervisors has determined that these proposed revisions to the STD testing fees are necessary and appropriate,

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors adopts the following schedule of fees (as set forth in Exhibit A) for STD testing services provided by the County, under provisions of A.R.S. § 36-187 and A.R.S. § 11-251.08 to be in effect on and after February 11, 2013.

RESOLUTION 13- _____

**Re: Establishing A Schedule Of Fees For Std Testing Services
Provided By The County**

Page 2

FURTHER, BE IT RESOLVED that any and all prior fee schedules adopted for STD testing services are hereby rescinded effective with the passage of this Resolution.

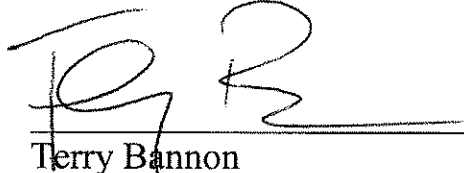
APPROVED AND ADOPTED in Formal Session this 8th day of January, 2013.

Richard R. Searle, Chairman
Board of Supervisors

ATTEST:

Katie Howard
Clerk of the Board

APPROVED AS TO FORM:



Terry Bannon
Civil Deputy County Attorney

Exhibit A

STD Testing Proposed Fee Schedule

Test	Proposed Fee	Current Fee
STD Screening (includes testing for Gonorrhea, Chlamydia, Syphilis and HIV)	\$40	\$0
HIV (Screen Only)	\$20	\$0
Medication	\$10 - \$30	\$0
1 st request Emergency Contraception	\$15	\$0
2 nd request Emergency Contraception	\$30	\$0
3 rd request Emergency Contraception	\$60	\$0

* Minors (age 19 and under) will remain 100% Free.

Tiered payment structure to work in conjunction with the fee schedule. This will allow clients, close to or below the Federal Poverty line, to still receive treatment and testing services through Cochise County, NCHS.

Tier I - Client will have the ability to pay the full testing/medication fees (with or without insurance).

Tier II - Client will report an inability to pay full testing medication fees. Program staff will then ask the client to pay a reduced amount.

Tier III - Client will report that they are unable to pay any fees. Program staff will verify income information of the client and determine if client meets the current 100% Federal Poverty Guidelines.(see table below)

2012 Federal Poverty Guidelines			
Monthly Income		Annual Income	
Size of Family	100%	Size of Family	100%
1	\$ 931	1	\$ 11,170
2	\$ 1,261	2	\$ 15,130
3	\$ 1,591	3	\$ 19,090
4	\$ 1,921	4	\$ 23,050
5	\$ 2,251	5	\$ 27,010
6	\$ 2,581	6	\$ 30,970
7	\$ 2,911	7	\$ 34,930
8	\$ 3,241	8	\$ 38,890
For each Additional person add:	\$ 330.00	For each additional person add:	\$3,960.00

PUBLIC NOTICE

Pursuant to A.R.S. §11-251.08, the general public is hereby notified that the Cochise County Board of Supervisors will hold a public hearing on January 8, 2013 at 10:00 A.M. to consider increases in the Cochise County STD Program's Testing fees. This fee increase would be effective February 11, 2013.

This hearing will be held at the Cochise County Board of Supervisors Hearing Room, 1415 Melody Lane, Building G, Bisbee, Arizona 85603. This building is accessible by handicapped individuals.

Information is available with the Clerk of the Board by calling (520) 432-9200 or by mail, Attention: Katie A. Howard, Clerk of the Board, Cochise County Board of Supervisors, 1415 Melody Lane, Building G, Bisbee, Arizona 85603 or via email at khoward@cochise.az.gov.

Dated this 5th day of December, 2012
Katie A. Howard, Clerk of the Board

Board of Supervisors

Regular Board of Supervisors Meeting**Meeting Date:** 01/08/2013

Elect Chairman of the Board of Supervisors

Submitted By: Arlethe Rios, Board of Supervisors**Department:** Board of Supervisors**Presentation:** No A/V Presentation**Document Signatures:****NAME** n/a
of PRESENTER:**Mandated Function?:****Recommendation:****# of ORIGINALS****Submitted for Signature:****TITLE** n/a
of PRESENTER:**Source of Mandate
or Basis for Support?:****Information****Agenda Item Text:**

Elect _____ as Chairman of the Board of Supervisors, effective February 1, 2013.

Background:

The current Chairman was elected by the Board to serve as Chairman, effective 1/1/12. The Board wishes to share the responsibility for Chairmanship and therefore rotates assignment to that seat periodically.

Department's Next Steps (if approved):

Notify Finance for new signature plate on County warrants; notify departments, other counties, CSA, AACO and NACo of change in Chairmanship.

Impact of NOT Approving/Alternatives:

Current Chairman will remain in place until another is elected.

To BOS Staff: Document Disposition/Follow-Up:

See Dept's next steps, above.

Board of Supervisors

Regular Board of Supervisors Meeting

Meeting Date: 01/08/2013

Elect Vice-Chairman of the Board of Supervisors

Submitted By: Arlethe Rios, Board of Supervisors

Department: Board of Supervisors

Presentation: No A/V Presentation

Document Signatures:

NAME of PRESENTER: n/a

Mandated Function?:

Recommendation:

of ORIGINALS

Submitted for Signature:

TITLE of PRESENTER: n/a

Source of Mandate or Basis for Support?:

Information

Agenda Item Text:

Elect _____ as Vice-Chairman to the Board of Supervisors, effective February 1, 2013.

Background:

The current Vice-Chairman was elected by the Board to serve as Vice-Chair, effective 1/1/12. The Board wishes to share the responsibility for Vice-Chairmanship and therefore rotates assignment to that seat periodically.

Department's Next Steps (if approved):

Notify departments, other counties, CSA, AACO and NACo of change in Vice-Chairmanship.

Impact of NOT Approving/Alternatives:

Current Vice-Chair will remain until another is elected.

To BOS Staff: Document Disposition/Follow-Up:

See Dept's next steps, above.

Community Development

Regular Board of Supervisors Meeting

Meeting Date: 01/08/2013

Request for Waiver of Building Permit Fees

Submitted By: Peter Gardner, Community
Development

Department: Community Development

Division: Planning & Zoning

Presentation: No A/V Presentation

Recommendation: Disapprove

Document Signatures: BOS Signature NOT Required

of ORIGINALS 0

Submitted for Signature:

NAME
of PRESENTER: Michael TuriskTITLE
of PRESENTER: Planning
Manager

Docket Number (If applicable):

Mandated Function?: Not Mandated

Source of Mandate
or Basis for Support?:

Information

Agenda Item Text:

Approve the waiver of Building Permit fees of \$80.00 for the construction of a residential porch for Mr. Billy M. Brown.

Background:

Mr. Brown is requesting a waiver of Building Permit fees totalling \$80.00 due to destitution caused by disability.

Department's Next Steps (if approved):

If fee waiver is granted the Community Development Department will process the Building Permit without fees.

Impact of NOT Approving/Alternatives:

Mr. Brown would be required to pay fees totalling \$80.00 prior to processing of his Building Permit Application.

To BOS Staff: Document Disposition/Follow-Up:

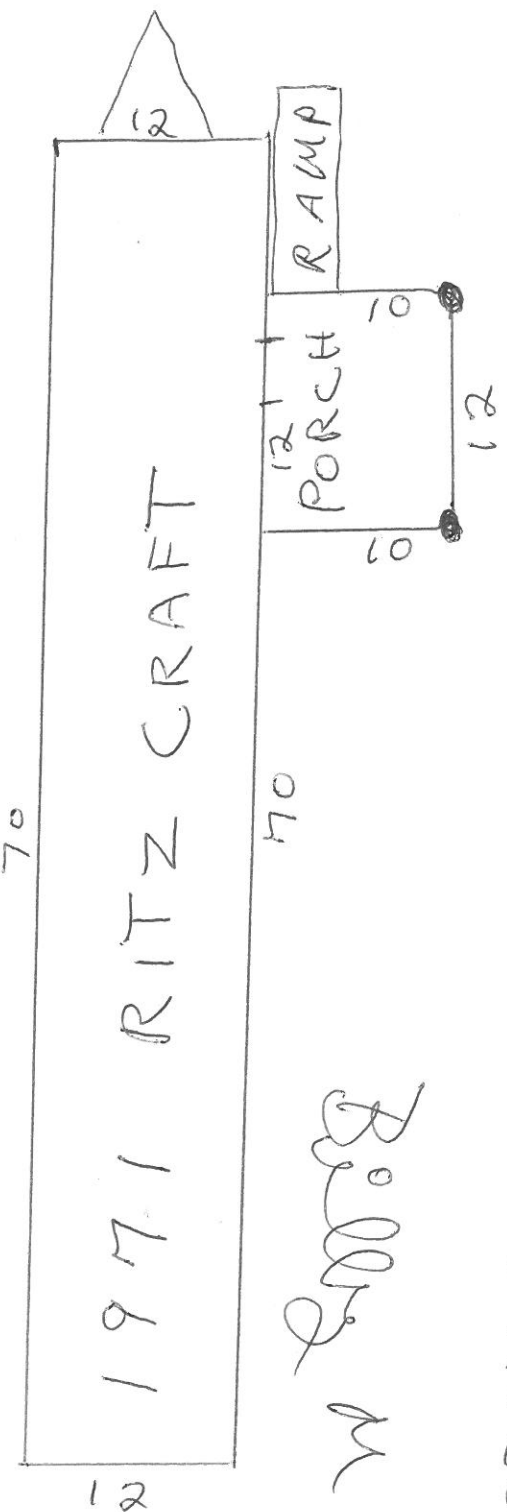
None needed.

Attachments

Letter from Mr. Brown

REGARDING FRONT PORCH: PERMIT
 I AM WRITING THIS LETTER TO REQUEST A WAIVER
 OF FEES AS I AM FINANCIALLY DESTITUTE
 AND DO NOT HAVE ANY MONEY FROM MY STATE
 ISSUED DISABILITY CHECK OF \$606.00 A MONTH
 THIS IS A HARSHIP ISSUE I AM ASKING
 FOR A WAIVER OF FEES AS I HAVE SCHEDULED
 SURGERY ON MY BACK AND IT IS TO BE
 IN FEBRUARY SOMETIME AND I WILL BE LAID
 UP FOR POSSIBLY 1 YEAR FOR RECOVERY

Billy M Brewer



PERMIT FOR 10X12 PORCH 2 POST TO GROUND AND
 TO BE TIED IN ROOF OF PORCH TO SIDE OF MOBILE