

COCHISE COUNTY GRANT APPROVAL FORM

Form Initiator: Jennifer Steiger

Date Prepared: Aug 4, 2014

Point of Contact: Jennifer Steiger

Phone Number: 432-9402

Department: Health

PRIMARY GRANT

Primary Grantor: ADHS

CFDA:
www.CFDA.gov

Grant Title: Tobacco Education & Prevention Program

Grant Term From: Jul 1, 2014

To: Jun 30, 2017

Total Award Amount: 331,050

New Grant: Yes No

Grant No.: IGA# ADHS14-70869

Amendment No.: n/a 3 Year Renewal

Funding No.: 249-5000-5800

If new, Finance will assign a funding number.

Strategic Plan: Health & Wellbeing

District: CW

Mandated by Law? Yes No

Number of Positions Funded: 4

Asset(s) Acquired:

Briefly describe the purpose of the grant.

To provide Tobacco and Chronic Disease prevention and education programs to children in Cochise County, and to Cochise County employees.

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

PRIMARY FUNDING SOURCE:

Funding Year: Federal Funds 332.100

State Funds 336.100

County Funds 391.000

Other Funds:

Total Funds:

Funding Year: Federal Funds 332.100

State Funds 336.100

County Funds 391.000

Other Funds:

Total Funds:

Funding Year: Federal Funds 332.100

State Funds 336.100

County Funds 391.000

Total Revenue:

Has this amount been budgeted? Yes No

Method of collecting funds: Lump Sum Quarterly Draw Reimbursement

Is reversion of unexpended funds required at the end of grant period? Yes No

(a) Total A-87 Cost Allocation: (b) Amount of overhead allowed by grant:

County Subsidy (a) - (b):

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

If yes, dollar amount or percentage allowed:

Second Grantor: n/a

Grant Term From: To:

Secondary Award Amount:

Grant No.:

Amendment No.:

Funding Year: Federal Funds 332.100

State Funds 336.100

County Funds 391.000

Other Funds:

Funding Year: Federal Funds 332.100

State Funds 336.100

County Funds 391.000

Other Funds:

Total Revenue:

Has this amount been budgeted? Yes No

Method of collecting funds: Lump Sum Quarterly Draw Reimbursement

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

(a) Total A-87 Cost Allocation: (b) Amount of overhead allowed by grant:

County Subsidy (a) - (b):

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

If yes, dollar amount or percentage allowed:

Is County match required? Yes No

County Match Source:

County match dollar amount or percentage:

Signature: J. Steiger _____

Board Approval: _____ Date _____

Please e-mail completed form to Finance ldevore@cochise.az.gov.

NOTE: Once approved by the Board of Supervisors, the department is responsible for sending a copy of the fully executed grant document to the Finance Department

Executive Summary Form

Agenda Number: HLT (Tobacco Grant)

Recommendation:

Approve the renewal to IGA#: ADHS14-70869, Tobacco Education and Prevention Program, between the Arizona Department of Health Services and Cochise Health & Social Services, in the amount of \$331,050, for the period of 07/01/2014 to 6/30/2017.

Background (Brief):

The funds included in this IGA support programs to prevent and reduce tobacco use and to prevent and reduce chronic diseases such as obesity, heart disease, high blood pressure and cholesterol, cancer, and stroke. These goals are accomplished by these activities:

The Cochise County Youth Health Coalition is comprised of trained youth volunteers who conduct tobacco prevention education in elementary schools, work on policy development for smoke-free environments and promote national tobacco prevention campaigns in Cochise County throughout the year. The Youth Coalition also assists the AZ Attorney General's office with Tobacco Compliance checks. We also provide a Retailer Tobacco Education Training to any retailer who sells tobacco products and, a Youth Diversion Program for students, under age 18, who are caught using tobacco.

The Chronic Disease Prevention Program works on improving the health of county residents and assisting those who currently struggle with a chronic condition via the Healthy Living Curriculum which is being offered countywide in both English and Spanish. This component of the program also educates people on the Arizona Smokes Helpline (ASHLine) services, assists with employee wellness policy development, and smoke free workplace policy development.

Fiscal Impact & Funding Sources:

This is a grant-funded, cost reimbursement program through the Arizona Department of Health Services in the amount of \$331,050. The ADHS allowable indirect rate for this program is 15% versus the county A-87 rate of 44.44%. The result is a net County subsidy of \$72,759:

Personnel / EREs:	\$247,145
A-87 OH Rate @ 44.44%	\$109,831
Authorized OH @ 15%:	<u>\$ 37,072</u>
Net County Subsidy:	\$ 72,759

Next Steps/Action Items/Follow-up: Your approvals are respectfully requested.

Impact of Not Approving:

Not approving this amendment would result in the termination of both aspects of the Tobacco Prevention Program: tobacco prevention education for youth and chronic disease prevention for county residents.



INTERGOVERNMENTAL AGREEMENT (IGA)

Contract No. ADHS14-070869

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

Project Title: TOBACCO EDUCATION/PREVENTION SERVICES

Begin Date: JULY 1, 2014

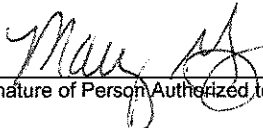
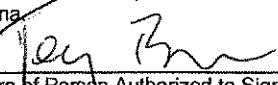
Geographic Service Area: COCHISE COUNTY

Termination Date: JUNE 30, 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 Health & Social Services Address: 1415 West Melody Lane, Building A Bisbee, Arizona 85603-3090	<p style="text-align: center;">FOR CLARIFICATION, CONTACT:</p> Name: <u>Mary Gomez, Director</u> Telephone: <u>(520) 432-9404</u> Fax No: _____ E-mail: <u>mgomez@cochise.az.gov</u>
<p style="text-align: center;">CONTRACTOR SIGNATURE:</p> The Contractor agrees to perform all the services set forth in the Agreement and Work Statement. <div style="display: flex; justify-content: space-between; align-items: center;"> <div style="text-align: center;">  Signature of Person Authorized to Sign </div> <div style="text-align: center;"> <u>6/30/14</u> Date </div> </div>	<p>This Contract shall henceforth be referred to as Contract No. <u>ADHS14-070869</u></p> <p>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.</p> <p>State of Arizona Signed this _____ day of _____, 2014</p>
<p style="text-align: center;">CONTRACTOR ATTORNEY SIGNATURE:</p> 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. <div style="display: flex; justify-content: space-between; align-items: center;"> <div style="text-align: center;">  Signature of Person Authorized to Sign </div> <div style="text-align: center;"> <u>6/25/14</u> Date </div> </div>	<p style="text-align: center;">Procurement Officer</p> <p style="text-align: center;">RESERVED FOR USE BY THE SECRETARY OF STATE</p> <p style="text-align: center;">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.</p>
Print Name and Title <p>Attorney General Contract, No. P0012014000078, 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:</p>	
Signature _____ Date _____ Assistant Attorney General:	

CONTRACT NUMBER	INTERGOVERNMENTAL AGREEMENT
ADHS14-070869	TERMS AND CONDITIONS

1. **DEFINITION OF TERMS.** As used in this Contract, the terms listed below are defined as follows:
- 1.1 "Attachment" means any document attached to the Contract and incorporated into the Contract.
 - 1.2 "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's, 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.

- 4.10.3 *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.
- 4.10.4 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.
- 4.10.5 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 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.

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.

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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.

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.

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- 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.
- 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.

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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.
- 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

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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 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

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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 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.

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15. **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.
16. **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.
17. **HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA).**
- 17.1 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 Arizona Strategic Enterprise Technology (ASET) Office, 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.
- 17.2 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 ASET /SISPO Chief Privacy Officer and HIPAA Coordinator.
18. **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.
19. **AUTHORIZATION FOR PROVISION OF SERVICES:**
- 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.

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1. BACKGROUND:

- 1.1 Commercial Tobacco use is the leading preventable cause of death and disease in the United States. Commercial Tobacco use leads to almost 500,000 deaths annually within the United States and almost 7,000 deaths annually in Arizona alone. Tobacco control programs are designed to help reduce disease, disability and death related to commercial tobacco use.
- 1.2 In 2010, chronic diseases such as cancer, heart disease, stroke and pulmonary disease, were responsible for seven (7) of the ten (10) leading underlying causes of death in Arizona. When combined, these chronic diseases were responsible for more than 29,500 Arizona deaths in 2010. (Arizona Health Status & Vital Statistics, 2010). These leading causes of mortality and morbidity share common primary risk factors, including obesity, commercial tobacco use, poor nutrition and physical inactivity. However, their relationship is not limited to common indicators. Quite often, the populations most burdened by these conditions overlap; diabetes, for example, is also a significant risk factor for cardio-vascular disease (CVD).
- 1.3 The mission of the Arizona Department of Health Services Bureau of Tobacco and Chronic Disease (ADHS-BTCD) is to work together to build individual, organizational and community capacities to reduce the impact of commercial tobacco abuse and reduce chronic disease. This is accomplished through development of quality programs, policies, and services; that include community network building, youth prevention activities and integrating community efforts that establishes strategic partnerships and collaborations, in order to eliminate tobacco and chronic disease.

2. PURPOSE:

- 2.1 The ADHS-BTCD intends to establish Intergovernmental Agreements with counties to provide Commercial Tobacco education/prevention services and implement chronic disease prevention and control strategies to address the four (4) leading causes of death (cancer, stroke, heart disease, and pulmonary disease) specific to Arizona.

3. TASKS:

The Contractor shall:

- 3.1 Adhere to the guidelines and principles set forth in the ADHS-BTCD Sustaining Arizona's Tobacco Program Plan and the 2014-2015 ADHS-BTCD Chronic Disease Prevention and Control Strategies that pertain to the services and activities identified in the corresponding Action Plans. These documents can be found on the ADHS Tobacco Free Arizona website (http://tobaccofreearizona.com/reports/pdf/tfa_strategic_plan.pdf) and the ADHS Chronic Disease website (<http://www.azdhs.gov/phs/chronicdisease>);
- 3.2 Develop and perform an Action Plan in conjunction with ADHS-BTCD, inclusive of goals, objectives and timelines to address ADHS-BTCD Sustaining Arizona's Tobacco Program Plan and the 2014-2015 ADHS-BTCD Chronic Disease Prevention and Control Strategies;
- 3.3 Implement the Action Plans upon ADHS-BTCD approval;
- 3.4 Participate in Bi-Monthly calls with BTCD staff to gauge progress and activities in the action plan. This information will be utilized in the ADHS-BTCD Evaluation Plan for County Contracts. The ADHS-BTCD Evaluation plan for County Contracts and the Bi-Monthly call sheet will be reviewed and revised each year to ensure proper assessment of county activities. The template will be issued to the county by August 1st of each year.
- 3.5 Cessation Activity:
 - 3.5.1 Contractor shall work with the ASHLine Community Development Team (CDT) to create/implement ASHLine Outreach/Referral Development Action Plan,

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3.5.2 Contractor shall participate in quarterly calls with the ASHLine CDT representative to discuss status of the ASHLine Outreach/Referral Development Action Plan and to cover any possible technical assistance need.

3.6 Prevention – Youth Coalition:

3.6.1 Contractor shall work with Pima Prevention Partnership (PPP) to develop and implement a Youth Coalition Action Plan,

3.6.2 Contractor shall ensure youth coordinators and youth participate in PPP trainings twice a year and, shall work with PPP on any technical assistance needs and,

3.6.3 Contractor shall provide PPP technical assistance.

3.7 Enforcement:

3.7.1 Attorney General's Counter Strike Program:

3.7.1.1 Participate in the Arizona Attorney General's Office (AGO) Counter Strike Program,

3.7.1.2 Promote and recruit youth from the community to participate in the Retailer Compliance Checks. Youth shall be sixteen (16) or seventeen (17) years of age, possess a valid Arizona State Identification Card and shall be available on nights and weekends; AGO compliance checks will be scheduled at a minimum of twice a year,

3.7.1.3 Facilitate and conduct the AGO Merchant Diversion Program with retailers and clerks that have been cited for selling tobacco to underage youth,

3.7.1.4 Follow up with retailers to provide resources and education,

3.7.1.5 Promote, facilitate, and conduct the AGO Youth Diversion Training,

3.7.1.6 Maintain quarterly communication with the AGO Youth Tobacco Program.

3.7.2 Food & Drug Administration (FDA) – Tobacco Control Act (TCA) Program/SYNAR:

3.7.2.1 Participate in the ADHS-FDA TCA program for youth underage boys throughout each fiscal year,

3.7.2.2 Promote and recruit youth from the community to participate in the FDA youth underage boys. Number of inspections will be based on FDA requirements and may vary from year to year,

3.7.2.3 Have at least two (2) youth available for inspections at all times,

3.7.2.4 Assist SYNAR in ensuring accurate locations of tobacco retailers within each county,

3.7.2.5 Maintain bi-monthly communication with the ADHS-FDA TCA Program Staff.

3.8 Policy:

3.8.1 Identify one (1) policy related to tobacco control (i.e. smoking in multi-unit housing, point of sale restriction in the retail environment or other policies related to second hand smoke exposure) to pursue throughout the year. Policy can be multi-year,

3.8.2 Policy implementation plan shall be approved by ADHS-BTCD, and

3.8.3 Participate in policy trainings.

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3.9 Chronic Disease:

- 3.9.1 Adhere to the strategies outlined by the Office of Chronic Disease in conjunction with the ADHS-BTCD 2013-2017 Chronic Disease Strategic Plan which can be found on Arizona Department of Health Services/Bureau of Tobacco and Chronic Disease website. The following strategies include:
- 3.9.1.1 Provide support and coordinate the delivery of a Chronic Disease Self Manage Program/Tomando Su Control,
 - 3.9.1.2 Implement the National Million Hearts Campaign/Su Corazon – Su Vida to include strategies such as ABC’s, Know Your Numbers and My Life Check,
 - 3.9.1.3 Implement the American Heart Association/American Stroke Association Together To End Stroke Campaign, and
 - 3.9.1.4 School Health Index (SHI)/School Health Advisory Council (SHAC). (<http://www.azdhs.gov/phs/chronicdisease/documents/az-chronic-disease-strategic-plan-2012-2015.pdf>).
- 3.9.2 Collaborate with County staff that are implementing or participating in other ADHS initiatives (i.e., Health in All Policies Initiative, Public Health in Action Grant) to leverage and integrate chronic disease prevention and control strategies,
- 3.9.3 Collaborate with community organizations and tribal entities that receive ADHS-BTCD funding to implement Center for Disease Control and Prevention (CDC) strategies, and
- 3.9.4 Participate in all chronic disease related conference and technical assistance calls, unless waived with approval from the ADHS-BTCD. County must inform ADHS-BTCD of non-participation at least forty-eight (48) hours prior to call.

3.10 Marketing & Media:

- 3.10.1 Adhere to the Partner Marketing and Media Communication Calendar, which will be issued by July 1st of each year,
- 3.10.2 Participate and promote ADHS-BTCD marketing initiatives as requested, and
- 3.10.3 Local marketing plans utilizing ADHS-BTCD funding shall be submitted to ADHS-BTCD for approval prior to implementation.

3.11 Meetings, Calls, and Trainings:

Contractor shall attend the following meetings in person, unless waived with approval from ADHS-BTCD:

- 3.11.1 County Partner Meetings,
- 3.11.2 County Partner Specific Meetings (i.e. – ASHLine Summit, Youth Coalition Adult Trainings, Youth Winter Planning Summit, STAND summer conference, Chronic Disease trainings and presentations), as deemed necessary by ADHS-BTCD,
- 3.11.3 Participate in all conference calls and technical assistance calls for ADHS-BTCD, unless waived with approval from the ADHS-BTCD, Contractor must notify ADHS-BTCD staff of non-participation at least forty-eight (48) hours prior to call.
- 3.11.4 Monthly Partner Update Conference Calls, call agenda will be released by ADHS-BTCD no less than four (4) days prior to the conference call,

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3.11.5 ASHLine Community Development Team (CDT) Quarterly Call, to be scheduled by the ASHLine CDT representative,

3.11.6 Youth Coalition Technical Assistance/Event Calls (as needed for Statewide Tobacco Event planning and Winter/Summer Conference Planning), and

3.11.7 Participate in Bi-Monthly call with BTCD staff to gauge progress and activities in the action plan. This information will be utilized in the ADHS-BTCD Evaluation Plan for County Contracts. Calls will be schedule by BTCD Prevention specialists.

3.12 The ADHS-BTCD Evaluation plan for County Contracts and the Bi-Monthly call sheet will be reviewed and revised each year to ensure proper assessment of county activities. The template will be issued to the county by August 1st, of each year.

4. REQUIREMENTS:

The Contractor shall meet all of the following requirements:

4.1 Revisions to the Action Plan strategies, goals, objectives and timelines shall require approval from ADHS-BTCD staff,

4.2 Staffing changes shall be reported to ADHS-BTCD within five (5) business days,

4.3 Out of state travel under this Agreement shall require prior ADHS-BTCD authorization. Documentation shall be submitted to ADHS-BTCD for review, including location and reason for travel, how it pertains to the work covered in this Agreement and costs associated with the travel,

4.4 Equipment purchases shall require prior ADHS-BTCD authorization. Documentation shall be submitted to ADHS-BTCD for review, including proposed equipment, cost and justification of need. Examples of equipment include, but are not limited to, computers, computer equipment, software, office furniture, printers, and phones. Any equipment purchased with ADHS-BTCD funds shall be the property of the State of Arizona. As such, the property shall be returned to ADHS-BTCD once it is no longer in use or when the Contract is concluded.

4.5 Property of the State. Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of the State. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the State.

5. DELIVERABLES AND DELIVERY SCHEDULE:

The Contractor shall:

5.1 Submit a Contractor Expenditure Report (CER), Exhibit 1 an electronic version will be made available upon request to ADHS-BTCD, due fifteen (15) days after month end,

5.2 Enter at a minimum two (2) submissions for annual awards/recognition program available at www.tobaccofreearizona.com/resources due by July 31st, of each year, and

5.3 Provide success stories related to specific chronic disease strategies being implemented in their county on a quarterly basis utilizing the form provided by the ADHS-BTCD staff.

6. NOTICES, CORRESPONDENCE, REPORTS AND INVOICES:

6.1 Notices, Correspondence, Reports and Invoices/CERs from the contractor to ADHS shall be sent to:

Arizona Department of Health Services

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Bureau of Tobacco and Chronic Disease
Attn: Courtney Ward, BTCD Office Chief or Stacy Green, Tobacco Program Manager
150 N. 18th Avenue, Suite #310
Phoenix, AZ 85007
Telephone: (602) 542-2075
E-Mail: Courtney.ward@azdhs.gov

- 6.2 Notices, Correspondence, Reports and Payments from the ADHS to the Contractor shall be sent to:

Cochise Health & Social Services
Attn: Mary Gomez, Director
1415 West Melody Lane, Building A
Bisbee, Arizona 85603-3090
Telephone: (520) 432-9404
E-mail: mgomez@cochise.az.gov

- 6.3 Payments from ADHS to the Contractor shall be sent to the "Remit To" Address listed on the Contractor's ProcureAZ vendor profile.

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BUDGET

Effective July, 2014

Cost Reimbursement Line Items	Budget Amount
1. Personnel Services/ERE	\$247,145
2. Professional & Outside Services	\$5,000
3. Travel Expenses	\$17,406
4. Other Operating Expense	\$24,427
5. Capital Outlay Expense	\$0
6. Other (Indirect Costs)	\$37,072
Total Contract Amount (not to exceed)	\$331,050

1. ITEMIZED SERVICE BUDGET (ISB) RESTRICTIONS:

- 1.1 The Contractor is authorized to transfer up to a maximum of ten percent (10%) of the total Contract amount among the categorical line items. Transfers of funds are only allowed among funded line items as detailed in the original ISB. Transfers exceeding ten percent (10%) of the Contracted amount, or to a non-funded line item, shall require a Contract Amendment.

- 1.2 Indirect Costs shall not exceed fifteen percent (15%) of the combined total of Personnel Services and Employee Related Expenses as listed on the ISB. For more detailed information regarding indirect costs, refer to the ADHS Accounting and Auditing Procedures Manual for Contractors of ADHS Funded Programs. This manual is incorporated into this Contract by reference herein.

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ATTACHMENT 1

Attachment 1 - Action Plan for FY 2015

County: Cochise
Time Frame: July 1, 2014 – June 30, 2015

Tobacco: Cessation - ASHLine:

		Strategy is integrated with (check all that apply):				
		<input type="checkbox"/> Tobacco Prevention Policy	<input type="checkbox"/> Chronic Disease Self-Management	<input checked="" type="checkbox"/> Tobacco Cessation Policy	<input type="checkbox"/> School Health Policy	<input checked="" type="checkbox"/> Other (i.e. increase community collaboration):
Goal: Promote Cessation among Youth and Adults to Help Smokers Quit						
1. Objective: By end of FY 2014/2015 Cochise County will outreach to healthcare offices (HCO) and behavioral health offices (BHO) and get them to systematically refer to the Arizona Smoker's Help Line (ASHLine) as measured by the number of referrals reported from ASHLine in monthly reports and activity tracked in WebQuit.						
Agency Lead: Cochise County	Related policy change: Healthcare offices systematically referring to ASHLine for Tobacco cessation services.	Related environmental change: Less tobacco consumption in Cochise County.				
Partners: ASHLine, HCO offices, BHO offices, and Community Clinics	Who will do the work?	What does success look like?				
What do you plan to do?	All staff	ASHLine				
Action 1: Follow ASHLine Action Plan and participate on quarterly calls with assigned ASHLine Community Development Coordinator.	All Staff	ASHLine printed materials				
Action 2: (Level I) Cochise Bureau Tobacco & Chronic Disease staff to refer adult tobacco users to ASHLine at events, presentations and through brief interventions.	ASHLine Coordinator Health Educators	ASHLine referral numbers increase for Cochise County				
Action 3: (Level II) Identify HCO's, BHO's, and workites to approach and offer ASHLine services.	Health Educators ASHLine Coordinator	Cold calls and/or face to face meetings with appropriate person				
Action 4: (Level II) Coordinate ASHLine A-A-R and Fax Referral training with appropriate staff and provide technical assistance as needed.		Staff trained on AAR and Fax Referral procedures				
		Q1 Sept 30 th	Q2 Dec. 31 st	Q3 March 30 th	Q4 June 30 th	
		X	X	X	X	
		X	X	X	X	
		X	X	X	X	

**INTERGOVERNMENTAL AGREEMENT
ATTACHMENT 1**

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Action 5: Track activity in WebQuit.	Health Educators	Keep Bureau of Tobacco & Chronic Disease (BTCD) and Cochise staff updated on what we have completed	ASHLine	X	X	X	X
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Tobacco: Prevention - Youth Coalition (YC)
YC Vision Statement: Our Vision is a safe healthy community where positive opportunities and healthy decisions create positive lifestyles.
YC Mission Statement: Our Mission is to inspire the community about health issues with service, fun activities and personal examples.

Goal: Prevent Initiation of Tobacco Use Among Youth		Strategy is integrated with (check all that apply):		Q1 Sept 30 th	Q2 Dec. 31 st	Q3 March 30 th	Q4 June 30 th
<p>1. Objective: During School Year 2015, the Youth Health Coalition (YHC) will continue to build and sustain its efforts. This will be measured by our adherence of Pima Prevention Partnership's (PPP) action plan and youth and adult coordinator attendance to events/trainings and monthly reporting.</p>		<input checked="" type="checkbox"/> Tobacco Prevention Policy <input type="checkbox"/> Chronic Disease Self-Management <input type="checkbox"/> Tobacco Cessation Policy <input type="checkbox"/> School Health Policy <input checked="" type="checkbox"/> Other (i.e. increase community collaboration): Youth Coalition					
<p>Agency Lead: Cochise County</p> <p>Partners: Cochise County Youth City of Douglas</p>	<p>Related policy change: Smoke free parks policy implementation</p>	<p>Related environmental change: smoke free parks in Douglas</p>	<p>What non financial resources are needed? PPP</p>	X			
<p>What do you plan to do?</p> <p>Action 1: Follow PPP Youth Action and hold monthly meetings during school sessions to keep on track.</p> <p>Action 2: Coordinate & participate in Bureau of Tobacco & Chronic Disease (BTCD) required tobacco prevention campaigns such as Kick Butts Day (KBD) and World No Tobacco Day (WNTD).</p>	<p>Who will do the work? Staff YHC Health Educator</p>	<p>What does success look like? Youth making a plan to implement a change Tobacco prevention messaging disseminated in the community.</p>		X	X	X	X
<p>Action 3: Staff and youth</p>	<p>Health Educator</p>	<p>Youth learning about the effects of</p>	<p>PPP</p>	X	X	X	X

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participates in Pima Prevention Partnership (PPP) trainings.	Youth Coalition PPP	tobacco on a community and making a difference through their work.					
Action 4: Provide youth diversion training throughout Cochise County to youth under the age of 18 referred by local law enforcement and schools for using tobacco.	Health Educator Program Coordinator	Youth tobacco rates will decrease	X	X	X	X	X

Tobacco: Prevention – AG, FDA, and SYNAR Programs

Goal: Prevent Initiation of Tobacco Use among Youth				Strategy is integrated with (check all that apply): <input checked="" type="checkbox"/> Tobacco Prevention Policy <input type="checkbox"/> Chronic Disease Self -Management <input type="checkbox"/> Tobacco Cessation Policy <input type="checkbox"/> School Health Policy <input type="checkbox"/> Other (i.e. increase community collaboration):			
2. Objective: By April 30, 2015, the percent of retail tobacco outlets selling tobacco products to minors in Cochise County will have decreased from the 2014 rate, as evidence in the Attorney General's (AGO) Office and Food & Drug Administration (FDA) tobacco sales compliance checks report findings.	Related policy change: Long term Retailer Licensing	Related environmental change: Decrease Point of Sale (POS) to minors					
Agency Lead: Cochise County Partners: AGs Office, Local Law Enforcement, and BTCD	Who will do the work? Coalition Youth AGO's Office FDA Office Health Educator	What does success look like? Coalition Youth will participate in compliance checks with AGO's and FDA office	What non financial resources are needed?	Q1 Sept 30 th	Q2 Dec. 31 st	Q3 March 30 th	Q4 June 30 th
What do you plan to do? Action 1: Recruit Coalition Youth to participate in the AGO and FDA checks. Action 2: Complete 2 compliance checks with the AGOs Office, and as needed with the FDA office.	Who will do the work? Coalition Youth AGO's Office FDA Office Health Educator	What does success look like? Two or more inspections completed. Fewer retailers failing inspections. Reduction in tobacco sales to youth.	Agent from AGO and FDA office		X		X

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Action 3: Cochise County will complete SYNAR cluster canvassing within Cochise County as assigned.	Health Educator	Complete cluster canvassing of area required.	Assigned cluster	X	X	X
Action 4: Cochise County will hold bi-annual trainings for retailers who sell tobacco products to minors.	Health Educator Program Coordinator	Vendors will be in compliance	AGO Office	X		X

Tobacco: Policy - Worksites

Goal: Eliminate Exposure to Second Hand Smoke (SHS)				Strategy is integrated with (check all that apply): <input checked="" type="checkbox"/> Tobacco Prevention Policy <input type="checkbox"/> Chronic Disease Self-Management <input checked="" type="checkbox"/> Tobacco Cessation Policy <input type="checkbox"/> School Health Policy <input checked="" type="checkbox"/> Other (i.e. increase community collaboration): Second Hand Smoke Policy			
1. Objective: By end of FY 2015 Cochise County will build a sustainable partnership with an organization(s) Cochise College to assist in implementing a smoke-free campus policy.							
Agency Lead: Cochise County Partners: Cochise College Worksites	Related policy change: Smoke Free Policy Implementation	Related environmental change: Increased tobacco awareness & decreased adult prevalence		Q1 Sept 30 th	Q2 Dec. 31 st	Q3 March 30 th	Q4 June 30 th
What do you plan to do?	Who will do the work?	What does success look like?	What non financial resources are needed?	X	X	X	X
Action 1: Continue to provide technical assistance around a smoke free policy to Cochise College until policy is passed.	Health Educator Cochise College	Cochise College willing to consider smoke-free campus policy		X	X		
Action 2: Identify and provide technical assistance to a complex(ies) that house several different worksites that are willing and ready to implement a smoke free policy for all worksites who lease in that complex.	Health Educator	Specify a worksite complex willing to consider smoke-free worksite policy					
Action 3: Implement policy(ies).	Health Educator	Implementation of a smoke-free					X

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Chronic Disease: CDSMP

Goal: Assist in the Prevention and Early Detection of the Four Leading Causes of Chronic Disease Death in Arizona		Strategy is integrated with (check all that apply): <input type="checkbox"/> Tobacco Prevention Policy <input checked="" type="checkbox"/> Chronic Disease Self-Management <input type="checkbox"/> Tobacco Cessation Policy <input type="checkbox"/> School Health Policy <input type="checkbox"/> Other (i.e. increase community collaboration):					
Objective: By June 30, 2015 Cochise County will have facilitated at least 4 Chronic Disease Self-Management Plan (CDSMP) workshops to Cochise County employees and/or residents of Cochise County.	Related policy change:	Related environmental change:	What non financial resources are needed?	Q1 Sept 30 th	Q2 Dec. 31 st	Q3 March 30 th	Q4 June 30 th
Agency Lead: Cochise County Partners: Arizona Living Well Institute (AzLWI) Chiricahua Community Health Center South Eastern Arizona Governments Organization (SEAGO)							
What do you plan to do?	Who will do the work?	What does success look like?					
Action 1: Facilitate 1 CDSMP Lay Leader Training per year	Program Coordinator Health Educator	10 people will be trained as Lay Leaders in Cochise County	Interested leaders and printed materials from the AzLWI	X	X		
Action 2: Promote the CDSMP workshop through the Cochise County Worksite Wellness Program and other community marketing strategies	Program Coordinator Health Educators	Workshops will be promoted through internal and external Cochise County Wellness communications to employees, dependents, and county residents	Printed materials from the AzLWI	X	X	X	
Action 3: Facilitate 4 CDSMP workshops in Cochise County for Cochise County employees and/or residents	Health Educators Trained volunteer Lay Leaders	Completion of 4 workshops with well informed workshop participants	Workshop location		X		X
Action 4: Submit appropriate completed forms to Arizona Living Well Institute (AzLWI) to track data	Program Coordinator	Completed forms submitted and tracked by the AzLWI	Appropriate forms provided by AzLWI		X		X

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Chronic Disease: CDSMP (Tomando)

Goal: Assist in the Prevention and Early Detection of the Four Leading Causes of Chronic Disease Death in Arizona

2. **Objective:** By June 30, 2015 Cochise County will have facilitated 2 Tomandos workshops.

Agency Lead: Cochise County
Partners: Arizona Living Well Institute

Related policy change:

Related environmental change:

What do you plan to do?

Who will do the work?

What does success look like?

What non financial resources are needed?

Action 1: Promote the Tomando workshop in our border communities of Bisbee and Douglas.

Program Coordinator
Health Educator

Workshop will be promoted through internal and external Cochise County Wellness communication to all county residents

Printed materials from the AzLWI

Action 2: Facilitate 2 Tomando workshops in Cochise County.

Health Educator
Trained volunteer Lay Leaders

Completion of 2 workshops with well informed workshop participants

Workshop location

Action 3: Submit appropriate completed forms to AzLWI to track data.

Program Coordinator

Completed forms submitted and tracked by the AzLWI

Appropriate forms provided by AzLWI

Strategy is integrated with (check all that apply):
 Tobacco Prevention Policy
 Chronic Disease Self-Management
 Tobacco Cessation Policy
 School Health Policy
 Other (i.e. increase community collaboration):

Q1 Sept 30 th	Q2 Dec. 31 st	Q3 March 30 th	Q4 June 30 th
X	X	X	
	X		X
		X	X

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Chronic Disease: Million Hearts Campaign (MHC)

Goal: Assist in the Prevention and Early Detection of the Four Leading Causes of Chronic Disease Death in Arizona

3. **Objective:** Increase awareness and educate county residents on the benefits of the Million Hearts Campaign (MHC).

Agency Lead: Cochise County
Partners: Health Departments
Libraries
Worksites

Related policy change:
Implementation of MHC

Related environmental change:
Prevention of chronic disease in future

Strategy is integrated with (check all that apply):
 Tobacco Prevention Policy
 Chronic Disease Self-Management
 Tobacco Cessation Policy
 School Health Policy
 Other (i.e. increase community collaboration):
 Million Hearts Campaign

What do you plan to do?	Who will do the work?	What does success look like?	What non financial resources are needed?	Q1 Sept 30 th	Q2 Dec. 31 st	Q3 March 30 th	Q4 June 30 th
Action 1: Promote MHC through social media on a monthly basis.	Health Educator	Healthy heart awareness messages provided	MHC toolkit	X	X	X	X
Action 2: Offer Aspirin Therapy, Blood Pressure Control, Cholesterol Mgmt, and Smoking Cessation (ABCS) resources as part of MHC to worksites.	Health Educator	Education/Awareness of ABCS	MHC toolkit	X	X	X	X
Action 3: Collaborate with Douglas City Library and worksites to promote ABCS.	Health Educator	Education/Awareness of ABCS		X	X	X	X
Action 4: Partner with Health in Arizona Policies Initiative (HAPI) to promote ABCS to their contacts.	Health Educator HAPI	Education/Awareness of ABCS		X	X	X	X

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Chronic Disease: Stroke Awareness

Goal: Assist in the Prevention and Early Detection of the Four Leading Causes of Chronic Disease Death in Arizona 1. Objective: Increase awareness and educate county residents on the benefits of the Together to End Stroke Campaign (TESC)		Strategy is integrated with (check all that apply): <input type="checkbox"/> Tobacco Prevention Policy <input checked="" type="checkbox"/> Chronic Disease Self-Management <input type="checkbox"/> Tobacco Cessation Policy <input type="checkbox"/> School Health Policy <input checked="" type="checkbox"/> Other (i.e. increase community collaboration): Together to End Stroke Campaign					
Agency Lead: Cochise County Partners: Health Department Worksites	Related policy change: Implementation of Together to End Stroke Campaign (TESC)	Related environmental change: Chronic Disease Prevention	What non financial resources are needed?	Q1 Sept 30 th	Q2 Dec. 31 st	Q3 March 30 th	Q4 June 30 th
What do you plan to do?	Who will do the work?	What does success look like?	What non financial resources are needed?	Q1 Sept 30 th	Q2 Dec. 31 st	Q3 March 30 th	Q4 June 30 th
Action 1: Promote MHC through social media on a monthly basis.	Health Educator	Stroke awareness messages provided	Stroke Awareness toolkit	X	X	X	X
Action 2: Offer Face drooping, Arm weakness, Speech difficulty, and Time to call 911 Face Arm Speech and Time (FAST) resources as part of TESC.	Health Educator	Education/Awareness of FAST	Stroke Awareness toolkit	X	X	X	X
Action 3: Collaborate with worksites to promote FAST.	Health Educator	Education/Awareness of FAST		X	X	X	X
Action 4: Partner with HAPI to promote FAST to their contacts.	Health Educator HAPI	Education/Awareness of FAST		X	X	X	X
Action 5: Disseminate The Stroke Association's, already fabricated, newspaper advertisements countywide.	Health Educator	Education/Awareness of FAST		X	X	X	X

