



INTERGOVERNMENTAL AGREEMENT (IGA) AMENDMENT

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

Contract No: HG752219

Amendment No 5

Procurement Specialist
Cindy Sullivan

Proposition 201 Smoke Free Arizona Act

It is mutually agreed that the Intergovernmental Agreement referenced is amended as follows:

- 1. Price Sheet, Amendment Four (4), Page Two (2) is replaced by revised Price Sheet, Amendment Five (5), Page Two (2) The Price Sheet reflects a total decrease of \$5,684 00 due to a reduction in funding that is correspondent with a reduction in services and deliverables
1 1 An additional line of the Price Sheet shall be added, titled "Estimated Quarterly Amount" in the amount of \$12,790.00

All other provisions of this agreement remain unchanged.

Gila County Health Department

Contractor Name

1400 East Ash Street

Address

Globe AZ 85533

City State Zip

CONTRACTOR SIGNATURE

In accordance with A.R.S 35-391 06 and A.R.S 35-393 06, the Contractor hereby certifies that the Contractor does not have scrutinized business operations in Sudan or Iran

[Handwritten Signature]

Contractor Authorized Signature

Michael A. Pastor

Printed Name

Chariman, Board of Supervisors

Title

CONTRACTOR ATTORNEY SIGNATURE

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

[Handwritten Signature] 6-3-2010

Signature Date

Bryan B. Chambers

Printed Name

Chief Deputy County Attorney

Attorney General Contract No PIGA2010000344, 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 proper form and is within the powers and authority granted under the laws of the State of Arizona

[Handwritten Signature] 6/29/10

Signature Date

Assistant Attorney General

Printed Name: Ronald E. Johnson

This Intergovernmental Agreement Amendment shall be effective the date indicated The Public Agency is hereby cautioned not to commence any billable work or provide any material service or construction under this IGA until the IGA has been executed by an authorized ADHS signatory

State of Arizona

Signed this 2nd day of July 2010

[Handwritten Signature]

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.



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PRICE SHEET/FEE SCHEDULE

Type of Unit	Unit Rate
Budget Periods: 7/1 – 6/30	
Education and Compliance Activities	\$51,160.00
Estimated quarterly amount	\$12,790.00
Not to exceed Annual Total	\$51,160.00

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

All expenses are inclusive of any travel and travel related expenses

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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ARIZONA DEPARTMENT OF
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1740 West Adams, Room 303
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(602) 542-1040
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Procurement Specialist:
Elizabeth Casteel

Contract No.: HG752219

Amendment No.: 1

Proposition 201 Smoke Free Arizona Act

Amendment Date: 05/09/07

It is mutually agreed that the Intergovernmental Agreement referenced is amended as follows:

1. Replace Pages 12-14, Scope of Work with Amendment 1, Pages 2-4, Scope of Work. This is to eliminate the enforcement provisions of the original document.
2. Replace Page 15, Price Sheet with Amendment 1, page 5, Price Sheet. The reduction reflects the elimination of enforcement requirements.

All other provisions of this agreement remain unchanged

Gila County Health Department

Contractor Name

1400 East Ash Street

Address

Globe

AZ

85533

City

State

Zip

Jose M Sanchez
Authorized Signature

Jose M. Sanchez

Print Name

Chairman, Board of Supervisors

Title

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

This Intergovernmental Agreement Amendment shall be effective the date indicated. The Public Agency is hereby cautioned not to commence any billable work or provide any material, service or construction under this IGA until the IGA has been executed by an authorized ADHS signatory.

Bryan Chambers 5-24-07

State of Arizona

Signature

Date

Signed this 27th day of June 2007

Bryan Chambers, ~~2nd~~ Chief Deputy

Print Name

County Attorney

Karen Beasly

Procurement Officer

Attorney General Contract No.: KR07- 0579 -EHS, which is an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952 by the undersigned Assistant Attorney, who has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

RESERVED FOR USE BY THE SECRETARY OF STATE

Elizabeth Dietz 6/26/07

NO. 28842
Filed with the Secretary of State
Date Filed: 6-28-07

Signature

Date

Janice K. Brown
Secretary of State

Elizabeth Dietz

Assistant Attorney General

Print Name

By: *Wanda Heston*

	INTERGOVERNMENTAL AGREEMENT (IGA) Amendment		ARIZONA DEPARTMENT OF HEALTH SERVICES 1740 West Adams, Room 303 Phoenix, Arizona 85007 (602) 542-1040 (602) 542-1741 FAX
	Contract No.: HG752219	Amendment No.: 1	Procurement Specialist: Elizabeth Casteel

1. BACKGROUND

The Arizona Department of Health services (ADHS) has been assigned the duties of implementation, education, compliance and enforcement of Proposition 201 Smoke-Free Arizona Act. As a part of this initiative the Department has determined 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.

2. OBJECTIVE

The objective is to provide education and compliance activities in accordance with the Smoke Free Arizona Act.

3. SCOPE OF SERVICES

The CHD shall educate businesses, bars (public places), citizens and food establishments under permit within their jurisdiction with respect to the Smoke Free Arizona Act.

The CHD will determine compliance with the Act through inspections and investigations.

The CHD shall 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.

The CHD will 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, pertaining to Environmental Health functions.

The initial budget period for this contract is for 14 months: two (2) months for fiscal year (FY) 2007, commencing May 1, 2007 through June 30, 2007, and then 12 months for FY 2008, commencing July 1, 2007 and ending June 30, 2008. Each budget period thereafter shall be on the State Fiscal Year of July 1, through June 30, of each year.

4. TASKS

The CHD shall:

1. Provide educational information about the Smoke Free Arizona Act to the businesses, bars (public places), citizens and food establishments under permit within the County.
2. Document and maintain records of:
 - a. The educational activities by the number of presentations, number of participants, number of consultations and counseling provided and the number of media contacts.
 - b. Prop 201 Act compliance inspections/verifications, including those done during food establishment inspections.
 - c. The number of complaints received and the category of the complaint, as outlined in the Delegation Agreement.
 - d. The number of complaint inspections completed and the category of the complaint inspection as outlined in the Delegation Agreement.



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3. Track complaints using the smokefreearizona.org complaint tracking system.
4. Investigate all complaints by inspection or written notice.
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. The CHD will 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:
 - a. Contractor's Expenditure Report (CER) (form to be provided by ADHS). The first CER will include the period of May 1, 2007 through June 30, 2007 then quarterly thereafter.
 - b. A CER/invoice requesting cash advance of funds for the first two (2) months, then submitted quarterly thereafter.
8. Prepare and submit an annual report (format provided by ADHS) summarizing all programmatic activities for the program each budget year starting May 1, 2008.

5. UNOBLIGATED/UNEXPENDED FUNDS

Any funds provided to the county and determined to be unobligated/unexpended and remaining after the state fiscal year (SFY) budget period, must 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".

The CHD shall within sixty (60) days after the end of SFY budget period:

1. Provide a complete accounting of all expended funds and any outstanding obligations.
2. Return the unobligated/unexpended balance to ADHS, if applicable.

The expenditure and obligation shall be restricted to services performed within the appropriate budget period.

6. REFERENCE DOCUMENTS

A.R.S. § 36.601.01 and A.A.C. R9-2-101 through 122. The rules will be provided by ADHS until published by the Secretary of State.

7. STATE PROVIDED ITEMS

ADHS shall provide:

1. Smokefreearizona.org website, which provides:
 - a. Information, including signs and brochures for download, and
 - b. Electronic submission of complaints.



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2. Smoke Free Arizona signs (no smoking) to be used for:
 - a. Business and public places,
 - b. Restaurants and bars, and
 - c. Vehicles used for business purposes.
3. Informational brochures for:
 - a. The general public and
 - b. Businesses, restaurants and bars.

Signs and brochures will be available upon request from ADHS.

8. DELIVERABLES

The County Health Department shall submit:

1. A CER on a quarterly basis (form provided by ADHS). The first CER will be for the period May 1, 2007 through June 30, 2007 then quarterly thereafter.
2. A CER/invoice requesting quarterly advance payments.
3. An annual report summarizing all programmatic activities from May 1, 2007 to April 30, 2008 by May 10, 2008, and annually on May 10 thereafter.

9. NOTICES, CORRESPONDENCE, REPORTS AND INVOICES

1. Notices, correspondence, reports and invoices/CERs from the Contractor to ADHS shall be sent to:

Smoke Free Arizona Program
Arizona Department of Health Services
150 N 18th Ave Ste 430
Phoenix, AZ 85007
602-364-3130
602-364-3146

2. Notices, correspondence, reports and payments from ADHS to the Contractor shall be sent to:

Gila County Health Department
David Fletcher
1400 East Ash Street
Globe, AZ 85501
Phone: 928.425.3189
Fax: 928.425.0794



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Price Sheet

Type of Unit	Total
Budget Period: 5/1/07 – 6/30/07	
Education and Compliance Activities	\$ 11,145.83
Subsequent Budget Periods: 7/1 – 6/30	
Education and Compliance Activities	\$ 66,875.00

1. All expenses are inclusive of any travel and travel related expenses.
2. **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.