

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE GILA COUNTY DIVISION OF HEALTH AND EMERGENCY SERVICES

THE GILA COUNTY BOARD OF SUPERVISORS

AND

MIAMI AREA UNIFIED SCHOOL DISTRICT # 40

I. **Purpose:**

The purpose of this Memorandum of Understanding will be to outline the responsibilities, obligations and duties of Tobacco Free Environments Program, a program operating under the Gila County Division of Health and Emergency Services and the Miami Area Unified School District # 40 for the 2013/2014 school year.

II. **Responsibilities:**

The Tobacco Free Environments Program

1. will serve as a resource to school administrators, teachers, support staff and students;
2. will provide diversion program for students caught using tobacco products on school property
3. will provide instruction to students through community health educator and youth coalition members and;
4. will utilize programs 2013/2014 contract action plan/strategy to identify health priorities for schools through the use of the school health index (SHI).

The Miami Area Unified School District #40

1. will adopt Diversion Program prescribed by the Tobacco Free Environments Program;
2. will provide office/storage space for community health educator, between the hours of 7:00 a.m. to 4:00 p.m. Monday through Thursday, to begin on July 1, 2013, and end on June 30, 2014 and;
3. will provide necessary equipment for community health educator to effectively perform his/her duties i.e., desk, telephone line, appropriate computer & outlets and internet access.

III. **Termination:**

This agreement will be effective July 1, 2013 through June 30, 2014. Prior to the termination date the agreement will be reviewed with options for renewal. This discussion will take place prior to the date of the Gila County Division of Health and Emergency Services/Tobacco Free Environments Program Grant Application is submitted to the Arizona Department of Health Services/ Bureau of Tobacco and Chronic Disease.

IV. **Cancelation:**

This agreement contains all the terms and conditions agreed to by the parties. No other understanding, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto. Nothing in this Agreement shall be construed as consent to any suit or waiver of any defense in a suit brought against Gila County, or the Contractor, in any State or Federal Court. This Agreement is subject to the cancelation provision of ARS 38-511.

The parties to this Agreement are aware that the Gila County Attorney has represented, or pursuant to statutory duty may represent in the future more than one party to this Agreement in various matters. In the drafting of this agreement, however, the Gila County Attorney only represents the Gila County Board of Supervisors. Pursuant to A.R.S. § 15-434, the Miami Area Unified School District has employed legal counsel to represent it in the drafting of this agreement.

Goal: Prevent Initiation of Tobacco Use among Youth			Strategy is integrated with (check all that apply):				
Objective: By June 30, 2014, the percent of retail tobacco outlets selling tobacco products to minors in Gila County will have decreased from the 2012 rate, as evidence in the AG's tobacco sales compliance checks report findings.			<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):				
Agency Lead: Gila County	Related policy change:	Related environmental change:					
Partners: Youth, Attorney General's Office, FDA, Gila County Sherriff Department	Enforcement of citations/ fines related to underage tobacco sales	Decrease in tobacco sales to youth					
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: Recruit Youth at annual Youth Summit and Coalition Meetings	Program Manager Community Health Assistants Youth AG's Office	Youth will be trained during annual Youth Summit by the AG's Office	Youth Volunteers	X			
Action 2: Gila County will complete 2 compliance checks with the Attorney General's office and FDA to reduce tobacco sales to youth	Program Manager Community Health Assistants Youth AG's Office & FDA	Vendors will be in compliance	Youth Volunteers	X	X	X	X
Action 3: Gila County Staff will be trained to provide Merchant Education for retailers failing compliance checks	Program Manager Community Health Assistants AG's Office	Merchant Education provided twice a year	Attorney General's Office		X		X
Action 4: Gila County Staff will provide Diversion Program in schools (prevention education & presentations) to students caught with tobacco products on campus	Program Manager Community Health Assistants Youth	Reduction in tobacco use among youth	Youth	X	X	X	X

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):				
Objective: By June 30, 2014, the Youth Coalition and Community members will have been engaged in youth lead activities empowering them to be the voice for change in their local communities of Globe and Miami.							
Agency Lead: Gila County Partners: Youth, Schools, Bureau of Tobacco and Chronic Disease (BTCD)	Related policy change: School & Community based policies related to tobacco and chronic disease prevention	Related environmental change: Engaging Youth in Policy Changes					
What do you plan to do?	Who will do the work?	What does success look like?	What non financial resources are needed?	Q1 Sept. 30th	Q2 Dec. 31st	Q3 March 30th	Q4 June 30th
Action 1: Recruit Youth at annual Youth Summit & Coalition Meetings to develop an annual plan of prevention activities in school and community to address tobacco health issues	Program Manager Community Health Assistants Youth	Youth are trained during annual Youth Summit by Youth Adult Leaders; a calendar of events in place for school year 2013/2014	Youth Volunteers	X	X	X	X
Action 2: Youth Coalition members will participate in statewide youth coalition activities: Great American Smoke-Out, Kick Butts Day & World No Tobacco Day	Program Manager Community Health Assistants Youth	Collaboration with Gila County Youth Coalitions & State Bureau of Tobacco and Chronic Disease (BTCD) will bring change to implement policies	Youth Volunteers	X	X	X	X
Action 3: Youth Coalition members provide tobacco prevention education and presentations to younger students	Program Manager Community Health Assistants Youth	Reduction in tobacco initiation and use among elementary children also to increase positive attitudes toward anti-tobacco programs <i>Post-Test will capture outcomes</i>	Youth Volunteers		X		X

Goal: Reduce the incidence of the four leading causes of chronic disease death in Arizona through advancement of school health policies.			Strategy is integrated with (check all that apply): <input type="checkbox"/> Tobacco Prevention Policy <input type="checkbox"/> Chronic Disease Self – Management <input type="checkbox"/> Tobacco Cessation Policy <input checked="" type="checkbox"/> School Health Policy <input type="checkbox"/> Other (i.e. increase community collaboration):				
Objective: By June 30, 2014 cultivate schools to support and develop a network/group of individuals concerned about tobacco and 4 leading causes of chronic disease (heart, cancer, lung, stroke) prevention and health related issues in school setting and implementing a school health policy.							
Agency Lead: Gila County Partners: School/School Districts, School Broads, Teachers, PTO, Parents, Students, Business Owner	Related policy change: School based policies related to tobacco and chronic disease prevention	Related environmental change: Healthy school environments					
What do you plan to do?	Who will do the work?	What does success look like?	What non financial resources are needed?	Q1 Sept. 30th	Q2 Dec. 31st	Q3 March 30th	Q4 June 30th
Action 1: Provide technical assistance to local schools to develop a School Health Index (SHI)	Program Manager Community Health Assistants	Schools agree to conduct a School Health Index	School Administrators Community Partners School Personnel Training from ADHS on SHI/SHAC	X	X		
Action 2: Provide technical assistance to schools to develop a School Health Advisory Council (SHAC)	Program Manager Community Health Assistants	School Health Advisory Council is developed	School Administrators Community Partners School Personnel Training from ADHS on SHI/SHAC Meeting locations		X	X	
Action 3: Assist SHAC in to implement the findings of the School Health Index (SHI)	Program Manager, Community Health Assistants	Completion of the SHI in targeted schools	Compilation of data & help with data interpretation and reporting			X	

Sherry Dorathy

Miami Unified School District #40
Superintendent,
Sherry Dorathy

Michael O'Driscoll

Gila County Division of Health and
Emergency Services Director, Michael O'Driscoll

Signed this 10th day of October, 2013

Gila County Board of Supervisors
Michael A. Pastor, Chairman

Attest:

Gila County Board of Supervisors
Marian Sheppard, Clerk

Gila County Attorney's Office
Bryan B. Chambers, Deputy Attorney Principal

Signed this _____ day of _____, 20 _____

DISCLOSURE OF DUAL REPRESENTATION

In approving the preceding Intergovernmental Agreement between Gila County Division of Health and Emergency Services and Miami School District, Gila County Attorney Brad Beauchamp has represented Gila County Division of Health and Emergency Services and Miami School District.

Arizona Ethical Rule 1.7 requires that certain steps be taken before an attorney can represent one client that is directly adverse to another client or representation of one client may be materially limited by the attorney's responsibilities to another client.

In approving the MOU on behalf of Gila County Division of Health and Emergency Services and Miami School District, Brad Beauchamp has determined that representation of one client is not directly adverse to the other, nor will representation of one client be materially limited by her responsibilities to the other. However, it is possible in the future that if any dispute arises from this MOU, and Gila County Division of Health and Emergency Services and Miami School District are adverse to each other, Brad Beauchamp may have to invoke the requirements of Ethical Rule 1.7. Rule 1.7 requires the attorney to reasonably believe the dual representation will not be adversely affected, and each client must consent after consultation.

Therefore, the undersigned acknowledges this dual representation and acknowledges that if the Rule's conflict of interest occurs, Brad Beauchamp may have to withdraw her representation of one or both clients.

11-19-2013
Date

Michael A. Pastor
Chairman of Gila County Board of Supervisors

10-10-13
Date

Sherry Dorothy
Sherry Dorothy
Superintendent