



Resolution No. 10-2005-294

**RESOLUTION OF THE
WHITE MOUNTAIN APACHE TRIBE OF THE
FORT APACHE INDIAN RESERVATION**

(White Mountain Apache Tribe and Intertribal Council of Arizona Community Tobacco Education and Prevention Agreement)

- WHEREAS**, pursuant to Article IV, sections 1(b) and 1(j) of the Constitution of the White Mountain Apache Tribe, the Tribal Council has the authority to negotiate, make and perform contracts and agreements of every description and to accept grants; and
- WHEREAS**, the Executive Director of Intertribal Council of Arizona ("ITCA") has requested that the Tribal Council approve the Community Tobacco Education and Prevention Agreement ("Agreement"), as attached and incorporated by this reference; and
- WHEREAS**, the Tribe submitted an application for the continuation of the Community Tobacco Education and Prevention Program and the Tribe was approved for funding in the amount of \$76,000 for the period July 1, 2005 through June 30, 2006; and
- WHEREAS**, the Agreement proposed by the ITCA requires that the Tribe implement a community plan that provides tobacco education and services to an identified audience, ensure that a basic community resources and needs assessment be conducted during fiscal year 2005-2006, and provide monthly and final financial reports and quarterly and final progress reports to the ITCA; and
- WHEREAS**, the Agreement proposed by the ITCA further requires that the Tribe abide by the Arizona Department of Health Services' General Terms and Conditions Solicitation No. HI454049 ("Terms and Conditions"); and
- WHEREAS**, the Terms and Conditions as written contain an arbitration clause that the Tribal Council does not agree to be bound by, but otherwise, the Tribal Council believes it is in the Tribe's best interest to sign the Agreement.


BE IT RESOLVED by the Tribal Council of the White Mountain Apache Tribe that:

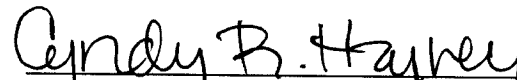
1. The Tribe accepts the ITCA ward of \$76,000 for the Community Tobacco Education and Prevention Program.
2. The Tribe approves the Agreement on the condition that the arbitration clause is removed from the incorporated Terms and Conditions.

Resolution No. 10-2005-294

3. The Tribal Chairman, or in his absence the Vice-Chairman, is hereby authorized to execute any and all documents necessary to effectuate the intent of this resolution.

The foregoing resolution was on October 25, 2005, duly adopted by a vote of EIGHT for and ZERO against by the Tribal Council of the White Mountain Apache Tribe, pursuant to the authority vested in it by Article IV, Section 1(b) and 1(j) of the Constitution of the Tribe, ratified by the Tribe September 30, 1993, and approved by the Secretary of the Interior on November 12, 1993, pursuant to Section 16 of the Act of June 18, 1934 (48 Stat. 984).


Chairman of the Tribal Council


Secretary of the Tribal Council

WHITE MOUNTAIN APACHE TRIBE

&

INTER TRIBAL COUNCIL OF ARIZONA, INC.

COMMUNITY TOBACCO EDUCATION & PREVENTION AGREEMENT

FY 2005-2006

(July 1, 2005 through June 30, 2006)

THIS AGREEMENT, effective on July 1, 2005 through June 30, 2006 is between the Inter Tribal Council of Arizona, Inc., herein called ITCA and the White Mountain Apache Tribe, herein called WMAT.

WHEREAS: The ITCA has a contract with the State of Arizona Department of Health Services (ADHS) through the Arizona Tobacco Education & Prevention Program (AzTEPP) to make grants to "Tribal Communities" for the purpose of planning and implementing a Community Tobacco Education & Prevention Program; and

WHEREAS: The ITCA is the primary contractor with the State and in accordance with established policies and procedures, is required to enter into a signed written agreement with each grant recipient that sets forth the responsibilities for program operations as described in this part.

THEREFORE, BE IT RESOLVED, that the WMAT and ITCA mutually agree to the following terms and conditions:

I. PROJECT IMPLEMENTATION

- A. The WMAT shall implement a community plan that provides the identified target audience with tobacco education and prevention services, including but not limited to: prevention, cessation, and how to create tobacco free environments. (Attachment 1- WMAT Scope of Work for FY 2006)
- B. The WMAT shall determine the target audience through an identified community resource and needs assessment of tribal members, with an emphasis on pre-adolescents, adolescents, and tobacco using adults.
- C. The WMAT shall ensure that a basic community resource and needs assessment be conducted during fiscal year 2005-2006 to review, assess and modify the implemented Community Tobacco Education & Prevention Program (CTEPP).
- D. The WMAT shall ensure that representatives from various community agencies, departments, schools, and other entities are involved in the community planning, assessment and implementation.

- E. The WMAT shall retain competent professional staff with the capabilities to perform the duties and responsibilities as described in the grant application scope of work.
- F. The WMAT shall inform participants of the availability of tobacco prevention and cessation services and refer participants to available appropriate health services, and make appropriate referrals to other tobacco-related counseling programs.

II. REPORTS

The WMAT, in signing this Agreement, shall abide by the ADHS Uniform General Terms and Conditions Solicitation No. HI454049 (Attachment 2). The WMAT shall provide to the ITCA all required information on fiscal and program administration, including the following reports and records.

- 1. Monthly and Final Financial Reports.
 - 1. The WMAT will submit monthly financial reports (Attachment 3) to ITCA **within 10 days following the month for which it pertains.**
 - 2. The WMAT will submit a final financial report to ITCA **within 30 days from June 30, 2006.**
- 2. Quarterly and Final Progress Reports.
 - 1. The WMAT will submit three (3) quarterly progress reports (Attachment 4) to ITCA **within 10 days following the end of the quarter** for which it pertains beginning September 10, 2005 and ending April 10, 2006.
 - 2. The WMAT will submit one (1) final progress report to ITCA **within 30 days from June 30, 2006.** Using available reports, the WMAT will describe their annual progress in relation to the following activities:
 - (a) Implementation of their comprehensive tobacco prevention and education plan.
 - (b) Coalition membership and maintenance.
 - (c) Community needs and resource assessment.
 - (d) Community surveillance efforts.
 - (e) Areas of success and needs not met.
- 3. The WMAT shall submit a copy of their most recent independent audit report conducted in compliance with OMB Circular A-133.
- 4. All costs and allocation data shall also be maintained as required by OMB Circulars A-102 and A-87 or OMB Circulars A-10 and A-122. Records of all CTEPP grant funds received

and disbursed by the WMAT shall be kept for a period of five (5) years after the expiration date of this Agreement. ITCA may extend the period with written notice to the WMAT.

5. The WMAT must receive written permission for all equipment purchases, which exceed \$1,000.00, and for any of the following equipment: computers, printers, UPS (uninterrupted power source), or software.
6. The WMAT must notify ITCA in writing when there has been a change in program staffing, including staff changes as a result of hiring or resigning.

III. PROGRAM TERMS


The WMAT Community Tobacco Education & Prevention Project shall comply with all administrative requirements of the ADHS Uniform General Terms & Conditions (Attachment 2). Notwithstanding any provision of the Uniform General Terms and Conditions, nothing in this Agreement shall be construed as a waiver of sovereign immunity, consent to be sued or consent to the jurisdiction of any Federal, or State Court by the WMAT.

IV. COMPENSATION

The amount of the grant award is \$76,000 (Attachment 5). Subject to the foregoing, ITCA shall reimburse the grant recipient on the basis of their approved appropriation and expenditures as reported on the Monthly Financial Report Form (Attachment 3).

ITCA having signed this Agreement, and pursuant to such approval, and the Tribal Designated Official having also signed this Agreement, agree to be bound by the provisions herein set forth.

Dallas Massey
CHAIRMAN
White Mountain Apache Tribe


SIGNATURE

DATE

John R. Lewis
EXECUTIVE DIRECTOR
ITCA, INC.

SIGNATURE

DATE

ATTACHMENT "1"

Tribal Tobacco Program

Program Management	TEPP Strategic Plan	Scope of Work	Quarter(s)
<p>GOAL 1: To provide a comprehensive tobacco control program specific to Arizona's needs and resources.</p> <ul style="list-style-type: none"> • Provide clear direction to statewide, county, tribal, and other contractors who develop and implement tobacco control (e.g., education, prevention, cessation and policy) programs throughout the state. • Collaborate and coordinate with ADHS chronic disease efforts. • Provide tobacco control interventions through health-care systems. • Further develop and implement the social (health) marketing campaign. 	<p>Activity 1: The WMAT Tobacco Education and Prevention Program will attend all CTAC quarterly meetings.</p> <p>Activity 2: The WMAT Tobacco Education and Prevention Program will collaborate with other tribal programs on the reservation, i.e., Diabetes, Apache Behavioral Health Services and Juvenile Court on the health hazards of tobacco use. One per quarter w/any program</p> <p>Activity 3: By June 2006 the WMAT Tobacco Education and Prevention Program will develop a brochure on the tobacco program for the WMAT.</p> <p>Activity 4: The WMAT Tobacco Education and Prevention Program will develop one media PSA utilizing the KNNB Radio Station.</p> <p>Activity 5: The WMAT Tobacco Education and Prevention will provide 2 training and education opportunities on the health hazards of tobacco to the Tobacco Coalition. Example: IAQ Traditional Healing and Cooking and Asfima.</p> <p>Activity 6: The WMATCTEPP will attend Local Project AZTEPP Meetings.</p>	<p>1st x<input type="checkbox"/> 2nd <input type="checkbox"/>x 3rd x<input type="checkbox"/> 4th x<input type="checkbox"/></p> <p>1st x<input type="checkbox"/> 2nd <input type="checkbox"/>x 3rd x<input type="checkbox"/> 4th x<input type="checkbox"/></p> <p>1st <input type="checkbox"/> 2nd <input type="checkbox"/> 3rd x<input type="checkbox"/> 4th <input type="checkbox"/></p> <p>1st <input type="checkbox"/> 2nd <input type="checkbox"/> 3rd <input type="checkbox"/> 4th x<input type="checkbox"/></p> <p>1st x<input type="checkbox"/> 2nd <input type="checkbox"/> 3rd <input type="checkbox"/> 4th x<input type="checkbox"/></p> <p>1st <input type="checkbox"/>x 2nd x<input type="checkbox"/> 3rd <input type="checkbox"/>x 4th <input type="checkbox"/></p>	

Tribal Tobacco Program

**Activity 7. The WMAT will collaborate with either the Navajo or Apache County Tobacco Program on one activity.
Activity 8. The WMAT Tobacco Coalition will have 10 meetings for FY 05-06.**

Tribal Tobacco Program

Prevention	TEPP Strategic Plan	Scope of Work	Quarter(s)
	<p>GOAL #2: To decrease initiation of tobacco use among all Arizonans.</p> <ul style="list-style-type: none"> • Fund school-based prevention education using evidence-based programs. • Reduce youth access to tobacco products. • Provide community-based prevention education. 	<p>Activity 1: The WMAT Tobacco Education and Prevention Program will provide intervention and prevention education to Apache Behavioral Health Juvenile program, grades fourth through eighth grades on the reservation. This activity will occur by request of the school. The tentative curriculum used will be Project Alert. The ITCA Staff has recommended that an intensive program be attempted with McNary Day School and Cradle Board Elementary</p>	<p>1st <input type="checkbox"/> 2nd <input type="checkbox"/> 3rd <input type="checkbox"/> 4th <input type="checkbox"/></p>
		<p>Activity 2: The WMAT Tobacco Education and Prevention Program will continue to Educate the Merchants, regarding the sale of tobacco to minors. 5 stores will be approached.</p>	<p>1st <input checked="" type="checkbox"/> 2nd <input checked="" type="checkbox"/> 3rd <input checked="" type="checkbox"/> 4th <input checked="" type="checkbox"/></p>
		<p>Activity 3: The WMAT Tobacco Education and Prevention Program will inform the schools on the reservation that tobacco is not allowed on school property. This will be accomplished by Arizona School Policy to the Principal, School Board, with the Public Schools and will meet with the Athletic directors.</p>	<p>1st <input type="checkbox"/> 2nd <input checked="" type="checkbox"/> 3rd <input type="checkbox"/> 4th <input type="checkbox"/></p>
		<p>Activity 4: The WMAT Tobacco Education and Prevention Program will attend health fairs, conferences and public community activities on the WMAT. One per quarter</p>	<p>1st <input checked="" type="checkbox"/> 2nd <input checked="" type="checkbox"/> 3rd <input checked="" type="checkbox"/> 4th <input checked="" type="checkbox"/></p>
		<p>Activity 5: The WMAT CTEPP will evaluate and consider recruiting additional coalition member, student, teacher.</p>	<p>1st <input type="checkbox"/> 2nd <input type="checkbox"/> 3rd <input type="checkbox"/> 4th <input type="checkbox"/></p>
		<p>Activity 6:</p>	<p>1st <input type="checkbox"/> 2nd <input type="checkbox"/> 3rd <input type="checkbox"/> 4th <input type="checkbox"/></p>

Tribal Tobacco Program

Cessation	TEPP Strategic Plan	Scope of Work	Quarter(s)
	<p><u>Goal #3:</u> Promote quitting of tobacco use</p> <ul style="list-style-type: none"> • Provide and support effective cessation services. • Work with healthcare systems to integrate tobacco use cessation into their programming. 	<p>Activity 1: The WMAT Tobacco Education and Prevention Program will provide basic information and services available on cessation at community events, health fairs, and conferences. The coordinator will be trained as a Basic Intervention Instructor.</p> <p>Activity 2: The WMAT Tobacco Education and Prevention Program will maintain record of cessation referrals by client intake forms. This will occur on an as need basis.</p> <p>Activity 3: A Basic Skills Training will be scheduled for interested Division of Health staff. One training will be conducted during the third quarter either with the Division of Health staff or tobacco coalition.</p> <p>Activity 4: WIC basic intervention training will be scheduled during the 4th quarter, Contact Dr. Strand.</p>	<p>1st <input type="checkbox"/> 2nd <input type="checkbox"/> 3rd <input type="checkbox"/> 4th <input type="checkbox"/></p> <p>1st <input type="checkbox"/> 2nd <input type="checkbox"/> 3rd <input type="checkbox"/> 4th <input type="checkbox"/></p> <p>1st <input type="checkbox"/> 2nd <input type="checkbox"/> 3rd <input type="checkbox"/> 4th <input type="checkbox"/></p> <p>1st <input type="checkbox"/> 2nd <input type="checkbox"/> 3rd <input type="checkbox"/> 4th <input type="checkbox"/></p> <p>1st <input type="checkbox"/> 2nd <input type="checkbox"/> 3rd <input type="checkbox"/> 4th <input type="checkbox"/></p> <p>1st <input type="checkbox"/> 2nd <input type="checkbox"/> 3rd <input type="checkbox"/> 4th <input type="checkbox"/></p>
		<p>Activity 5:</p>	<p>1st <input type="checkbox"/> 2nd <input type="checkbox"/> 3rd <input type="checkbox"/> 4th <input type="checkbox"/></p>
		<p>Activity 6:</p>	<p>1st <input type="checkbox"/> 2nd <input type="checkbox"/> 3rd <input type="checkbox"/> 4th <input type="checkbox"/></p>

ATTACHMENT "2"

Contract No.

HI454049

UNIFORM TERMS AND CONDITIONS

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

1.1 **"Attachment"** means any item the Solicitation requires the Offeror to submit as part of the Offer.

1.2 **"Contract"** means the combination of the Solicitation, including the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement of Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments.

1.3 **"Contract Amendment"** means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.

1.4 **"Contractor"** means any person who has a Contract with the State.

1.5 **"Days"** means calendar days unless otherwise specified.

1.6 **"Exhibit"** means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.

1.7 **"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.

1.8 **"Materials"** means all property, including equipment, supplies, printing, insurance and leases of property but does not include land, a permanent interest in land or real property or leasing space.

1.9 **"Procurement Officer"** means the person, or his or her designee, duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract.

1.10 **"Services"** means the furnishing of labor, time or effort by a contractor or subcontractor which does not involve the delivery of a specific end product other than required reports and performance, but does not include employment agreements or collective bargaining agreements.

1.11 **"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 the Contract.

1.12 **"State"** means the State of Arizona and Department or Agency of the State that executes the Contract.

1.13 **"State Fiscal Year"** means the period beginning with July 1 and ending June 30.

2 Contract Interpretation

2.1 **Arizona Law.** The Arizona law applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona Procurement Code, Arizona Revised Statutes (A.R.S.) Title 41, Chapter 23, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 2, Chapter 7.

2.2 **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.

2.3 **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:

Contract No.

HI454049

UNIFORM TERMS AND CONDITIONS

- 2.3.1 Special Terms and Conditions;
- 2.3.2 Uniform Terms and Conditions;
- 2.3.3 Statement or Scope of Work;
- 2.3.4 Specifications;
- 2.3.5 Attachments;
- 2.3.6 Exhibits;
- 2.3.7 Documents referenced or included in the Solicitation.

2.4 **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.

2.5 **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.

2.6 **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 and no other understanding either oral or in writing shall be binding.

2.7 **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 Contract administration and operation

3.1 **Records.** Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other "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 at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.

3.2 **Non-Discrimination.** The Contractor shall comply with State Executive Order No. 99-4 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.

3.3 **Audit.** Pursuant to ARS § 35-214, at any time during the term of this Contract and five (5) years thereafter, the Contractor's or any subcontractor's books and records shall be subject to audit by the State and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subcontract.

3.4 **Facilities Inspection and Materials Testing.** The Contractor agrees to permit access to its facilities, subcontractor facilities and the Contractor's processes or services, at reasonable times for inspection of the facilities or materials covered under this Contract. The State shall also have the right to test, at its own cost, the materials to be supplied under this Contract. Neither inspection of the Contractor's facilities nor materials testing shall constitute final acceptance of the materials or services. If the State determines non-compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the State for testing and inspection.

3.5 **Notices.** Notices to the Contractor required by this Contract shall be made by the State to the person indicated on the Offer and Acceptance form submitted by the Contractor unless otherwise stated in the Contract. Notices to the State required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice to the other and an amendment to the Contract shall not be necessary.

Contract No.

HI454049

UNIFORM TERMS AND CONDITIONS

Advertising, Publishing and Promotion of Contract. The Contractor shall not use, advertise or promote information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.

3.7 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.

3.8 Ownership of Intellectual Property

Any and all intellectual property, including but not limited to copyright, invention, trademark, tradename, service mark, and/or trade secrets created or conceived pursuant to or as a result of this contract and any related subcontract ("Intellectual Property"), shall be work made for hire and the State shall be considered the creator of such Intellectual Property. The agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract shall own (for and on behalf of the State) the entire right, title and interest to the Intellectual Property throughout the world. Contractor shall notify the State, within thirty (30) days, of the creation of any Intellectual Property by it or its subcontractor(s). Contractor, on behalf of itself and any subcontractor (s), agrees to execute any and all document(s) necessary to assure ownership of the Intellectual Property vests in the State and shall take no affirmative actions that might have the effect of vesting all or part of the Intellectual Property in any entity other than the State. The Intellectual Property shall not be disclosed by contractor or its subcontractor(s) to any entity not the State without the express written authorization of the agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract.

4 Costs and Payments

4.1 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 invoice for payment from the State within thirty (30) days.

4.2 Delivery. Unless stated otherwise in the Contract, all prices shall be F.O.B. Destination and shall include all freight delivery and unloading at the destination.

4.3 Applicable Taxes.

4.3.1 Payment of Taxes. The Contractor shall be responsible for paying all applicable taxes.

4.3.2 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 such taxes from the buyer does not relieve the seller from its obligation to remit taxes.

4.3.3 Tax Indemnification. 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, and 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.

4.3.4 IRS W9 Form. In order to receive payment the Contractor shall have a current I.R.S. W9 Form on file with the State of Arizona, unless not required by law.

4.4 Availability of Funds for the Next State fiscal year. Funds may not presently be available for performance under this Contract beyond the current state fiscal year. No legal liability on the part of the State for any payment may arise under this Contract beyond the current state fiscal year until funds are made available for performance of this Contract.

Contract No.

HI454049

UNIFORM TERMS AND CONDITIONS

4.5 Availability of Funds for the current State fiscal year. Should the State Legislature enter back into session and reduce the appropriations or for any reason and these goods or services are not funded, the State may take any of the following actions:

4.5.1 Accept a decrease in price offered by the contractor;

4.5.2 Cancel the Contract

4.5.3 Cancel the contract and re-solicit the requirements.

5 Contract changes

5.1 Amendments. 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 within the scope of the Contract. 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 a person who is not specifically authorized by the procurement officer in writing or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized written Contract Amendments shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.

5.2 Subcontracts. The Contractor shall not enter into any Subcontract under this Contract for the performance of this contract without the advance written approval of the Procurement Officer. The Contractor shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities. The Subcontract shall incorporate by reference the terms and conditions of this Contract.

5.3 Assignment 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.

6 Risk and Liability

6.1 Risk of Loss: The Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase 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.

6.2 Indemnification

6.2.1 Contractor/Vendor Indemnification (Not Public Agency) The parties to this contract agree that the State of Arizona, its' departments, agencies, boards and commissions shall be indemnified and held harmless by the contractor for the vicarious liability of the State as a result of entering into this contract. However, the parties further agree that the State of Arizona, its' departments, agencies, boards and commissions shall be responsible for its' own negligence. Each party to this contract is responsible for its' own negligence.

6.2.2 Public Agency Language Only 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."

5.3 Indemnification - Patent and Copyright. 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 Contract performance or use by the State of materials furnished 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. If the contractor is insured pursuant to A.R.S. § 41-621 and § 35-154, this section shall not apply.

Contract No.

HI454049

UNIFORM TERMS AND CONDITIONS

6.4 Force Majeure.

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; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.

6.4.1 Force Majeure shall not include the following occurrences:

6.4.2 Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;

6.4.3 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

6.4.4 Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.

6.4.5 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 results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

6.4.6 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.

6.5 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, toward fulfillment of this Contract.

7 Warranties

7.1 Liens. The Contractor warrants that the materials supplied under this Contract are free of liens and shall remain free of liens.

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

7.2.1 Of a quality to pass without objection in the trade under the Contract description;

7.2.2 Fit for the intended purposes for which the materials are used;

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

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

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

7.3 Fitness. The Contractor warrants that any material supplied to the State shall fully conform to all requirements of the Contract and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.

Contract No.

HI454049

UNIFORM TERMS AND CONDITIONS

Inspection/Testing. The warranties set forth in subparagraphs 7.1 through 7.3 of this paragraph are not affected by inspection or testing of or payment for the materials by the State.

7.5 Year 2000.

7.5.1 Notwithstanding any other warranty or disclaimer of warranty in this Contract, the Contractor warrants that all products delivered and all services rendered under this Contract shall comply in all respects to performance and delivery requirements of the specifications and shall not be adversely affected by any date-related data Year 2000 issues. This warranty shall survive the expiration or termination of this Contract. In addition, the defense of *force majeure* shall not apply to the Contractor's failure to perform specification requirements as a result of any date-related data Year 2000 issues.

7.5.2 Additionally, notwithstanding any other warranty or disclaimer of warranty in this Contract, the Contractor warrants that each hardware, software, and firmware product delivered under this Contract shall be able to accurately process date/time data (including but not limited to calculation, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations, to the extent that other information technology utilized by the State in combination with the information technology being acquired under this Contract properly exchanges date-time data with it. If this Contract requires that the information technology products being acquired perform as a system, or that the information technology products being acquired perform as a system in combination with other State information technology, then this warranty shall apply to the acquired products as a system. The remedies available to the State for breach of this warranty shall include, but shall not be limited to, repair and replacement of the information technology products delivered under this Contract. In addition, the defense of *force majeure* shall not apply to the failure of the Contractor to perform any specification requirements as a result of any date-related data Year 2000 issues.

7.7 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.

7.7 Survival of Rights and Obligations after Contract Expiration or Termination.

7.7.1 Contractor's Representations and Warranties. All representations and warranties made by the Contractor under this Contract 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.

7.7.2 Purchase Orders. The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Officer, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

8 State's Contractual Remedies

8.1 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 under the Uniform Terms and Conditions or other rights and remedies available by law or provided by the contract.

8.2 Stop Work Order.

8.2 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 period(s) of days indicated by the State after the order is delivered to the Contractor. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to

Contract No.

HI454049

UNIFORM TERMS AND CONDITIONS

minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.

8.2.2 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.

8.3 Non-exclusive Remedies. The rights and the remedies of the State under this Contract are not exclusive.

8.4 Nonconforming Tender. Materials or services supplied under this Contract shall fully comply with the Contract. The delivery of materials or services or a portion of the materials or services that do not fully comply constitutes a breach of contract. On delivery of nonconforming materials or services, the State may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its rights and remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.

8.5 Right of Offset. The State shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the State, or damages assessed by the State concerning the Contractor's non-conforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform Terms and Conditions.

9 Contract Termination

9.1 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.

9.2 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 or securing the Contract, an amendment to the Contract, or 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.

9.3 Suspension or Debarment. The State may, by written notice to the Contractor, immediately terminate this Contract if the State determines that the Contractor 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. Submittal of an offer or execution of a contract shall attest that the contractor is not currently suspended or debarred. If the contractor becomes suspended or debarred, the contractor shall immediately notify the State.

9.4 Termination for Convenience. The State reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the State without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the State. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R2-7-701 shall apply.

Contract No.

HI454049

UNIFORM TERMS AND CONDITIONS

9.5 Termination for Default.

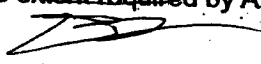
9.5.1 In addition to the rights reserved in the contract, the State may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.

9.5.2 Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State on demand.

9.5.3 The State may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to the State for any excess costs incurred by the State in procuring materials or services in substitution for those due from the Contractor.

9.6 Continuation of Performance Through Termination. The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

10 Contract Claims All contract claims or controversies under this Contract shall be resolved according to A.R.S. Title 41, Chapter 23, Article 9, and rules adopted thereunder.

11 Arbitration ~~The parties to this Contract agree to resolve all disputes arising out of or relating to this contract through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518, except as may be required by other applicable statutes (Title 41).~~ 

12 Comments Welcome The State Procurement Office periodically reviews the Uniform Terms and Conditions and welcomes any comments you may have. Please submit your comments to the ADHS Procurement Administrator, 1740 West Adams, Room 303, Phoenix, Arizona, 85007.

Contract No. 41454049	SPECIAL TERMS AND CONDITIONS
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1. CONTRACT ADMINISTRATION AND OPERATION:

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.

2. CONTRACT RENEWAL:

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 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. The Contractor shall agree that the prices stated in the original Contract shall not be increased in excess of the maximum percentage of increase stated on the Price Sheet.

3. CONTRACT TYPE:

	Fixed Price
x	Cost Reimbursement
	Other (Specify)

4. 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.

5. INSURANCE:

Without limiting any liabilities or any other obligations of the contractor, the contractor shall purchase and maintain (and cause its subcontractors to purchase and maintain), in a company or companies lawfully authorized to do business in the State of Arizona, and rated at least "A VII" in the current A.M. Best's, the minimum insurance coverage below:

- a. **Commercial General Liability** with minimum limits of \$1,000,000.00 per occurrence, and an unimpaired products and completed operations aggregate limit and general aggregate minimum limit of \$2,000,000.00. Coverage shall be at least as broad as the Insurance Service Office, Inc. Form CG00010196, issued on an Occurrence basis, and endorsed to add the State of Arizona and the Department of Health Services as Additional Insured (CG20 10(10-01)) with reference to this contract. The policy shall include coverage for:

- Bodily Injury;
- Broad Form Property Damage (including completed operations);
- Personal Injury;
- Blanket Contractual Liability;
- Products and Completed Operations, and this coverage shall extend for one year past acceptance, cancellation or termination of the services or work defined in this contract.
- Fire Legal Liability

- b. **Business Automobile Liability**, with minimum limits of \$1,000,000.00 per occurrence combined single limit, with Insurance Service Office, Inc. Declarations to include Symbol One (Any Auto)

Contract No.

41454049

SPECIAL TERMS AND CONDITIONS

applicable to claims arising from bodily injury, death or property damage arising out of the ownership, maintenance or use of any auto. The policy shall be endorsed to add the State of Arizona and Department of Health Services as Additional Insured with reference to this contract.

c. **Worker's Compensation** (Coverage A): Statutory Arizona benefits;

Employer's Liability (Coverage B): \$500,000.00 each accident;
\$500,000.00 each employee/disease;
\$1,000,000.00 policy limit/disease.

Policy shall include endorsement for All State coverage for state of hire.

This section shall not apply to a sole proprietor executing a Sole Proprietor Waiver.

d. **Professional Liability Insurance** with minimum limits of \$1,000,000 (Each Claim and/or Each Wrongful Act and/or Each Loss) and an unimpaired aggregate limit of \$1,000,000 with respect to this contract. Retroactive Liability Date (if applicable to Claims-Made coverage) shall be the same as the effective date of this contract. The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Work of this contract.

The State of Arizona and the Department of Health Services shall be named as additional insured as their interests may appear.

The policy shall contain an Extended Claim Reporting Provision of not less than one year following termination of the policy.

The State of Arizona and the Department of Health Services reserve the right to request and receive certified copies of all policies and endorsements within ten calendar days of contract signature

Certificates of Insurance acceptable to the State of Arizona and Department of Health Services shall be issued and delivered prior to commencement of the work defined in this contract, and shall identify this contract and include certified copies of endorsements naming the State of Arizona and the Department of Health Services as Additional Insured for liability coverages. The certificates, insurance policies and endorsements required by this paragraph shall contain a provision that coverages afforded will not be canceled until at least 60 days prior written notice has been given to the State of Arizona and the Department of Health Services. All coverages, conditions, limits and endorsements shall remain in full force and effect as required in this contract.

Failure on the part of the Contractor to meet these requirements shall constitute a material breach of contract, upon which the State of Arizona and the Department of Health Services may immediately terminate this agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, and all monies so paid by the State of Arizona and the Department of Health Services shall be repaid by the Contractor upon demand, or the State of Arizona and the Department of Health Services may offset the cost of the premium against any monies due to the Contractor. Costs for coverages broader than those required or for limits in excess of those required shall not be charged to the State of Arizona and the Department of Health Services. Contractor and its insurer(s) providing the required coverages shall waive their rights of recovery against the State of Arizona, its Departments, Employees and Officers, Agencies, Boards and Commissions. The state requires a complete and valid certificate of insurance prior to the commencement of any service or activity specified in this solicitation. The state will notify the successful contractor of the intent to issue a contract award. The successful contractor must at that time submit an original copy of the attached certificate of insurance, SPO form 221, for coverages in the minimum amounts stated. The coverages shall be maintained in full force and effect during the term of the contract and shall not serve to limit any liabilities or any other contractor obligations.

Contract No.

1454049

SPECIAL TERMS AND CONDITIONS

6. 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. However, such corrections shall be allowed only to the extent that they do not change the intent of the parties or the material terms of the 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 Changes in a written confirmation letter with a copy of the corrected Administrative Change attached.

7. FINANCIAL MANAGEMENT:

For all contracts, the practices, procedures, and standards specified in and required by the Accounting and Auditing Procedures Manual for Arizona Department of Health Services funded programs shall be used by the Contractor in the management of contract funds and by the Department 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.

7.1 **State Funding.** Contractors receiving state funds under this contract shall comply with the certified Compliance provisions of A.R.S. § 35-181.03.

7.2 **Federal Funding.** Contractors receiving federal funds under this contract shall comply with the certified finance and compliance audit provisions 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.

7.3 The State shall use a Purchase Order and/or Change Order to make changes that increase and/or decrease federal Funding Caps. For purposes of this paragraph, a "Funding Cap" is defined as the total amount of money allowed by the federal funds.

8. CONTRACT CHANGES:

8.1 **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.

8.2 **Cost Reimbursement Contract Changes.** The Contractor and the State agree that, in a Cost Reimbursement contract that is not the result of a bid under A.R.S. §§ 41-2501 et seq., an Increase in the Total Contract Amount, or Increase in the Incremental Cost Amounts and/or relative changes to Levels of Service will not require a Contract Amendment. The State shall use a Purchase Order and/or Change Order to make these changes, and both parties acknowledge that such changes shall be the result of negotiations between the parties. For purposes of this paragraph, "Increase in the Total Contract Amount" means an increase in the total allowable costs indicated on the price sheet, and "Increase in the Incremental Cost Amounts" mean an increase in the individual allowable cost totals for listed expenses as indicated on the price sheet. Levels of Service mean the required units of a particular service. In addition to issuing the Purchase Order or Change Order, the State shall notify the Contractor of the changes in writing with an attached price sheet indicating the changes. The provisions of the Purchase Order or Change Order will be deemed to have been accepted 30 days after the date the State provides notice of the changes to the Contractor, unless within that time, the Contractor notifies the State in writing that it disputes or refuses the terms of the Purchase Order or Change Order.

Contract No.

1454049

SPECIAL TERMS AND CONDITIONS

9. ARBITRATION

Pursuant to A.R.S. § 12-1518, disputes under this Contract shall be resolved through the use of arbitration as follows:

- 9.1 **Cases under the Jurisdictional Limit.** In all cases filed in superior court in which the court finds or the parties agree that the amount in controversy does not exceed the jurisdictional limit, arbitration shall be used, unless all parties file a written stipulation waiving the arbitration requirement, and the court waives the arbitration requirement on a showing of good cause;
- 9.2 **Public Works Contracts.** In all claims involving public works contracts, if the amount in controversy is less than one hundred thousand dollars, arbitration shall be used. Pursuant to A.R.S. § 12-1518, disputes under this Contract shall be resolved through the use of arbitration as follows:

10. LICENSES:

The Contractor shall maintain in current status, all federal, state and local licenses and permits required for the operation of the business conducted by the contractor.

11. Property of the State.

- 11.1 **Equipment.** 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.
- 11.2 **Title and Rights to Materials.** As used in this section, the term "Materials" means all products created or produced by the Contractor under this Contract, including, but not limited to: written and electronic information, recordings, reports, research, research findings, conclusions, abstracts, results, software, data and any other intellectual property or deliverables created, prepared, or received by the Contractor in performance of this Contract. Contractor acknowledges that all Materials are the property of the State by and through the ADHS and, as such, shall remain under 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.

ATTACHMENT "3"

**Community Tobacco Education and Prevention Program
Monthly and Annual Report Form**

Tribe/Organization Name: _____

Pay to the Attention of: _____ Address for Reimbursement: _____

MONTH/YEAR OF REIMBURSEMENT: _____

COST CENTER	PREVIOUS MONTH AMOUNT REMAINING	CURRENT MONTHLY EXPENDITURES	YTD EXPENDITURES	BUDGET REVISED:	AMOUNT REMAINING
Personnel					
Employee Related Expenses					
Professional and Outside Services					
Travel Expenses					
Other Operating					
Capital Outlay Expenses					
Indirect					
TOTAL COST					

Tribal/Organization Authorized Signature and Date: _____ ITCA CTEPP Authorized Signature and Date: _____

ATTACHMENT "4"

**Inter Tribal Council of Arizona, Inc.
Community Tobacco Education and Prevention Program (CTEPP)**

Quarterly Report – Revised 6/04

Tribe/Urban Indian Center: _____

Report By: _____

Date Submitted to ITCA: _____

Quarter Covered: _____ July – Sept (1) _____ Oct - Dec (2) _____ Jan – March (3)

SECTION "I"

A. Issues/Concerns: Note any delays, problems or special circumstances affecting the progress of: (a) Continuation Application; (b) Quarterly Report; (c) Monthly Financial Reports; (d) Staffing; (e) Subcontractors; (f) Evaluation; (g) Other

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B. Trainings, Meetings & Conferences Attended: List individually by staff person (name and title). Include date(s), location and name of training, meeting or conference.

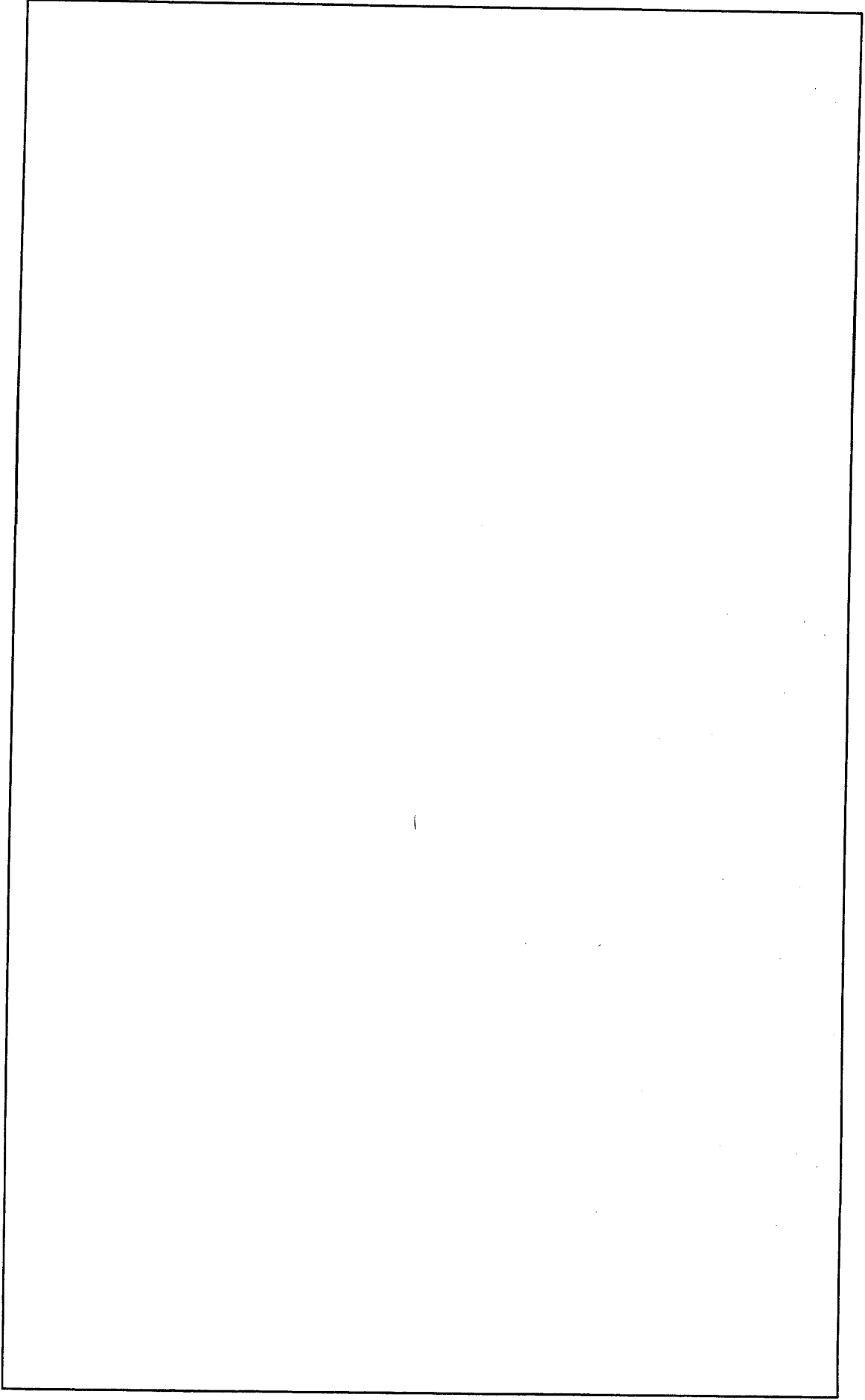
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Communication: Note significant interactions or issues / concerns regarding communication with (a) ITCA; (b) Media Contractor; (c) Training Contractor; (d) Cessation Contractor; (e) Evaluation Contractor; (f) Others

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SECTION "III"

Program Narrative: Summarize your quarter progress using only the space provided below (10 pt. font minimum). Make sure to include any benchmarks or notable accomplishments made over the last quarter.



ATTACHMENT "5"

1. PERSONNEL

Position	FTE Level	Total Salary for Contract Period	% Allocated to Service	Total
1. Executive Director		\$2,100.00		\$2,100.00
2. Coordinator		\$32,193.00		\$32,193.00
			TOTAL	\$34,293.00

2. EMPLOYEE RELATED EXPENSES

Item	Basis	Total
FICA	7.65% x \$34,293.00	\$2,623.42
FUTA	0.008% x \$34,293.00	\$ 274.35
SUTA	1.34% x \$34,293.00	\$ 459.53
Retirement	2.50% x \$34,293.00	\$ 857.33
Medical Benefits	18.00% x \$34,293.00	\$6,172.74
	TOTAL	\$10,387.37

3. PROFESSIONAL AND OUTSIDE SERVICES

Item	Basis	Total
	TOTAL	0

4. TRAVEL

Item	Basis	Total
Flight Round Trip from Phoenix, Arizona to Portland, Oregon	\$350.00 x 1 =	\$350.00
Per Diem for 6 days travel to Portland, Oregon	\$47.00 x 6 days =	\$282.00
Lodging for 6 days travel to Portland, Oregon	\$101.00 x 6 nights =	\$606.00
Mileage for program	\$.405 x 400 miles x 12 months x 1 staff =	\$1,944.00
Per Diem for program	\$47.00 x 30 days x 1 staff /5 coalition =	\$1,410.00
Lodging	\$121.00 x 28 nights x 1 staff/5 coalition =	\$3,388.00
	TOTAL	\$7,980.00

5. OTHER OPERATING

Item	Basis	Total
Tobacco Coalition/ Community Presidents	12 meetings x 7 coalition members x \$75.00 =	\$6,300.00
Office Supplies	\$100.00 x 12 months =	\$1,200.00
Meeting Room	\$225.00 x 2 meetings =	\$450.00
Incentives	\$279.00 x 12 months =	\$3,354.80
Utilities	\$87.77 x 12 months =	\$1,053.23
	TOTAL	\$12,358.03

6. CAPITOL OUTLAY

Item	Basis	Total
	TOTAL	0

7. OTHER

Item	Basis	Total
Indirect	16.89% x \$65,018.39	\$10,981.60
(Indirect is calculated at 16.89% of total direct)		
	TOTAL	\$10,981.60

GRAND TOTAL REQUESTED

\$76,000.00