

**INTERGOVERNMENTAL AGREEMENT
NO. IGA-SABG-GR-17-070116-02**

Between the

**STATE OF ARIZONA
GOVERNOR'S OFFICE OF YOUTH, FAITH AND FAMILY**

And the

COCHISE COUNTY SCHOOL SUPERINTENDENT'S OFFICE

This Intergovernmental Agreement ("Agreement") is entered into by and between the State of Arizona, the Governor's Office of Youth, Faith and Family, located at 1700 West Washington, Suite 230, Phoenix, Arizona 85007 ("GOYFF" or "State of Arizona") and the Cochise County School Superintendent's Office, located at 100 Clawson Avenue, P.O. Drawer 208, Bisbee, Arizona 85603.

WHEREAS, the U.S. Department of Health and Human Services provided funding to the Arizona Department of Health Services under the Substance Abuse Block Grant ("SABG"). The SABG is administered through the Substance Abuse and Mental Health Services Administration of the U.S. Department of Health and Human Services.

WHEREAS, the Arizona Department of Health Services provided Substance Abuse Block Grant Funding to the Governor's Office of Youth, Faith and Family under Interagency Service Agreement No. HS632006.

WHEREAS, A.R.S. §41-101.01 authorizes the Governor's Office of Youth, Faith and Family to execute and administer agreements and accept and expend any funds received from the federal government or any agency thereof.

WHEREAS, A.R.S. §11-952 authorizes public agencies to enter into agreements to contract for services.

WHEREAS, A.R.S. §15-301 authorizes the Cochise County School Superintendent's Office to enter into agreements with other governmental entities and agencies in order to receive and spend local, state and federal monies to provide programs and services to school districts, charter schools, county free library districts, and municipal libraries within the county.

THEREFORE, in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the receipt of which the parties hereby acknowledge, the parties enter into this Agreement as follows:

I. PURPOSE OF AGREEMENT

The purpose of this Agreement is to provide a SABG cost-reimbursement grant award to the Cochise County School Superintendent's Office as pass-through funding to the Lowell School in the Bisbee Unified School District for implementation of the Healthy Families-Healthy Schools Pilot Program.

II. TERM OF AGREEMENT, TERMINATION AND AMENDMENTS

The term of the Agreement shall commence July 1, 2016, and shall remain in effect until January 31, 2017, contingent upon GOYFF's receipt of final federal SABG funding, unless terminated, canceled, or extended as otherwise provided herein.

Either party may terminate this Agreement at any earlier time by providing written notice to the other party at least thirty (30) days prior to the termination date. The GOYFF agrees that regardless of its termination date with the Cochise County School Superintendent's Office, the Cochise County School Superintendent's Office may use the funds distributed under this Agreement to pay for any unpaid services pursuant to this Agreement obligated prior to the date of termination. This Agreement is subject to cancellation pursuant to A.R.S. § 38-511, the provisions of which are incorporated herein.

Amendments to this Agreement shall be made in writing and signed by both parties.

III. DESCRIPTION OF SERVICES

The Cochise County School Superintendent's Office shall:

1. Provide oversight on the Lowell Middle School's Healthy Families-Healthy Schools Pilot Program ("Program") in accordance with Attachment A, (entitled *Scope of Work*, incorporated into this Agreement in its entirety); Attachment B (entitled *Federal Terms and Conditions*, incorporated into this Agreement in its entirety); and Attachment C, (entitled *SAMHSA Incentives*, incorporated into this Agreement in its entirety).
2. Use the SABG grant award as pass-through funds to the Lowell School to support the Program.
3. Assist the Lowell School and the Governor's Office of Youth, Faith and Family ("GOYFF") with the submission of programmatic reports and program invoices.
4. Warrant that Attachment C, (entitled *SAMHSA Additional Directives*, incorporated into this Agreement in its entirety), has been distributed, read, and understood by the Lowell School Program Administrators. This federal grant requirement may be located at <http://www.samhsa.gov/grants/grants-management/policies-regulations/additional-directives>. The directive informs grant recipients to build all non-cash incentives of minimal cash value into the program design. The directive states that incentives should be the minimum amount necessary to meet the program and evaluation goals of the grant. Examples include food, prizes, small gifts or a combination thereof that will not exceed \$30 per participant.

IV. REPORTING REQUIREMENTS

The Cochise County School Superintendent's Office shall submit invoices and programmatic reports detailing all services rendered in accordance with this Agreement on a monthly basis. The reporting deadlines are:

- October 15, 2016
- January 31, 2017

V. MANNER OF FINANCING

The GOYFF shall:

1. Provide no more than \$30,000 to the Cochise County School Superintendent's Office, for costs associated with the activities listed in (i) Section III of this Agreement; (ii) Attachment A, (entitled *Scope of Work*, incorporated into this Agreement in its entirety); (iii) Attachment B (entitled *Federal Terms and Conditions*, incorporated into this Agreement in its entirety); and (iv) Attachment C, (entitled *SAMHSA Incentives*, incorporated into this Agreement in its entirety).
2. Provide payment upon receipt and approval of the invoices for services performed or goods received.

The Cochise County School Superintendent's Office shall:

1. Use the SABG funds received from GOYFF exclusively to support the activities outlined in (i) Section III of this Agreement; (ii) Attachment A, (entitled *Scope of Work*, incorporated into this Agreement in its entirety); (iii) Attachment B (entitled *Federal Terms and Conditions*, incorporated into this Agreement in its entirety); and (iv) Attachment C, (entitled *SAMHSA Additional Directives*, incorporated into this Agreement in its entirety).
2. Agree that all reimbursement of in-state travel expenses shall be paid only in accordance with the Domestic Per Diem rates allowed under the State of Arizona Travel Policy, and the prevailing State of Arizona standard mileage rates, located at <https://gao.az.gov/travel/welcome-gao-travel>. There shall be no reimbursement of out-of-state travel expenses.
3. All questions regarding the appropriate use of the SABG funds shall be resolved by mutual written agreement between the Cochise County School Superintendent's Office and the GOYFF.

VI. DOCUMENTS INCORPORATED BY REFERENCE

The State of Arizona's Uniform Terms and Conditions V9_ (Rev 7-1-2013) are incorporated into this document as if fully set forth herein. Copies of the Uniform Terms and Conditions may be accessed at https://spo.az.gov/sites/default/files/documents/files/Uniform%20Terms%20and%20Conditions%20V9_%28Rev%207-1-2013%29.pdf. The Cochise County School Superintendent's Office warrants that it has read and understands the Uniform Terms and Conditions V9_ (Rev 7-1-2013) and agrees to be bound by them in their entirety. In the event of any divergence between this Agreement and the Uniform Terms and Conditions, this Agreement shall control.

VII. NON-AVAILABILITY OF FUNDS

In accordance with A.R.S. § 35-154, every payment obligation of the GOYFF/Arizona Office of the Governor under the Agreement is conditioned upon the availability of funds appropriated or allocated for payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the GOYFF/Arizona Office of the Governor at the end of the period for which funds are available. No liability shall accrue to Arizona Office of the Governor in the event this provision is exercised, and the GOYFF/Arizona Office of the Governor shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

VIII. INDEMNIFICATION

To the fullest extent permitted by law, the Cochise County School Superintendent's Office shall defend, indemnify, and hold harmless the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the Cochise County School Superintendent's Office or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of, or recovered under, the Workers' Compensation Law or arising out of the failure of such the Cochise County School Superintendent's Office to conform to any federal, state, or local law, statute, ordinance, rule, regulation, or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the

Indemnitee, be indemnified by the Cochise County School Superintendent's Office from and against any and all claims. It is agreed that the Cochise County School Superintendent's Office will be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable. In consideration of the award of this Agreement, the Cochise County School Superintendent's Office agrees to waive all rights of subrogation against the State of Arizona, its officers, officials, agents, and employees for losses arising from the work performed by the Cochise County School Superintendent's Office for the State of Arizona.

This indemnity shall not apply if the contractor or sub-contractor(s) is/are an agency, board, commission or university of the State of Arizona.

IX. INSURANCE

The Cochise County School Superintendent's Office is a public entity and shall provide a certificate of self-insurance.

X. OTHER

It is agreed that the parties to this Agreement have participated fully in the negotiation and preparation of the Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement. The parties acknowledge they have been advised by counsel, or have had the opportunity to be advised by counsel, in the negotiation and execution of the Agreement.

The parties agree to follow all applicable laws, rules and regulations in the performance of work in furtherance of the Substance Abuse Block Grant initiative and this Agreement.

XI. NOTICES

The Cochise County School Superintendent's Office shall address all notices relative to this Agreement to:

Deborrah Miller
Special Project Manager
Governor's Office of Youth, Faith and Family
1700 West Washington, Suite 230
Phoenix, Arizona 85007

The GOYFF shall address all notices relative to this Agreement to:

Karen Enriquez
Administrative Assistant
Cochise County School Superintendent's Office
100 Clawson Avenue, P.O. Drawer 208
Bisbee, Arizona 85603

IN WITNESS WHEREOF, the parties hereto agree to execute this Agreement.

**COCHISE COUNTY SCHOOL
SUPERINTENDENT'S OFFICE**

**GOVERNOR'S OFFICE OF YOUTH,
FAITH AND FAMILY**

Richard Searle, Chair Date
Cochise County Board of Supervisors

Debbie Moak Date
Director

APPROVED AS TO FORM:

Lauri J. Owen Date
Civil Deputy County Attorney

Travis Price Date
Compliance Finance and Procurement Manager
Office of the Governor

ATTEST:

Arlethe Rios
Clerk of the Cochise County Board of
Supervisors

Scope of Work:

Lowell Middle School will:

1. Accept and manage the grant funds provided by GOYFF to the County School Superintendent's Office to host the event(s) based on size of 7th grade enrollment. Event participation maximum capacity is 150 participants. Below are sample event attendance:
 - i. 50 students and 100 parents/caregivers
 - ii. 60 students and 90 parents/caregivers
 - iii. 75 students and 75 parents/caregivers*

*Every student must be accompanied by a parent/caregiver

2. Select and pay a qualified and interested staff person to serve as the Healthy Families Program Coordinator (percentage of FTE to be determined by the school). See attached job description.
3. Healthy Families Program Coordinator will remain a family resource at the school who can direct students and/or parents throughout the school year to:
 - i. www.substanceabuse.az.gov
 - ii. Community Coalitions/Non-profit organization available in their area
4. Identify and select an adequate number of school staff to be trained and serve as Healthy Families coaches for the event(s). See attached Job Description.
 - i. Contract Services should be provided for a minimum (2) coaches at schools offering 1 event at the school site. (Not to exceed \$30,000.00)
 - ii. Contract Services should be provided for a minimum (3) coaches at schools offering 2 events at the school site. (Not to exceed \$35,000.00)
5. Contract Services funding may be provided for staff coaches to participate in the event and attend one-day training for the program in July – August 2016.
6. Contract Services funding may also be provided for preparation activities and logistic associated with the event by staff coaches and peer leaders.
7. Identify and select an adequate number of youth peer leader(s) ages 18-30 to help facilitate the youth workshop and the youth-parent planning sessions of the evening. See attached Job Description.
 - i. Contract Services should be provided for a minimum (2) peer leaders at schools offering 1 event at the school site.
 - ii. Contract Services should be provided for a minimum (3) peer leaders at schools offering 2 events at the school site.
8. Collaborate with ASU-Southwest Interdisciplinary Research Center (SIRC) to conduct all required evaluation activities.

Healthy Families-Healthy Schools Pilot Program

REIMBURSABLE BUDGET

Lowell School, Bisbee, AZ

Event Date: 9/8/16

Category	Description	Amount
Personnel	All personnel will be paid through a stipend. The following positions will be paid \$1500.00: 2 Adult Facilitators 2 Youth Facilitators 1 Coordinator 1 Substitute/Aide to Coordinator The following positions will be paid \$40.00/hour	\$9000.00
	with a total of 5 hours: 1 Childcare Director 1 Bus Driver	\$400.00
	The following positions will be paid \$15.00/hour for a total of 5 hours: 5 Student Childcare Providers	\$375.00
	The following position will be paid \$40.00/hour for a total of 6 hours: 1 Computer Technician	\$240.00
	Benefits: 9640 x .20 (%) = \$1,928	Total: \$10,015.00 \$1,928
		Total: \$11,943.00
Facilities, Food & Transportation	The school cafeteria: 180 people at \$15.00/meal.	
		Total: \$2,700.00
Supplies	Office Supplies	\$600.00
	Family Game Bag Supplies	\$2,500.00
	Family Sports Bag Supplies	\$3,950.00
	Event Night Supplies	\$250.00
	Event Night Incentives	\$4,350.00
		Total: \$11,650.00
	Projector/screen/remote	\$980.00

Event Total	Sub Total:	\$27,273.00
	Indirect costs (10% of total grant)	\$2727.00
		Total: \$30,000.00
	Total:	
	Total Project Costs	\$30,000.00

**ATTACHMENT B
FEDERAL TERMS AND CONDITIONS**

I. KEY PERSONNEL

It is essential that the Cochise County School Superintendent's Office train and provide adequate, experienced personnel, capable of and devoted to the successful accomplishment of projects that may be performed under this Agreement. The Cochise County School Superintendent's Office must agree to assign experienced individuals to project positions.

- A. The Cochise County School Superintendent's Office agrees that, once assigned to work on a project under this Agreement, key personnel should not be removed or replaced without prior written notice to the GOYFF.
- B. If key personnel are not available for work on a specific project, for a continuous period exceeding thirty (30) calendar days, or are expected to devote substantially less effort to the work than initially anticipated, the Cochise County School Superintendent's Office shall immediately notify the GOYFF Program Administrator and shall, subject to the concurrence of the GOYFF, replace such personnel with personnel of substantially equal ability and qualifications.
- C. The Cochise County School Superintendent's Office shall assign specific individuals to the key programmatic and fiscal positions and other changes to key personnel, specifically the Cochise County School Superintendent's Office's SABG Coordinator must be reported on or before the effective date of such change to the GOYFF.

II. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT ("HIPAA") OF 1996

- A. The Cochise County School Superintendent's Office 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 Agreement. Cochise County School Superintendent's Office warrants that it will cooperate with the GOYFF in the course of performance of the Agreement so that both GOYFF and the Cochise County School Superintendent's Office will be in compliance with HIPAA, including cooperation and coordination with the Arizona Department of Administration-Arizona Strategic Enterprise Technology ("ADOA-ASET") Office, the ADOA-ASET Arizona State Chief Information Security Office and HIPAA Coordinator and other compliance officials required by HIPAA and its regulations. The Cochise County School Superintendent's Office will sign any documents that are reasonably necessary to keep GOYFF and the Cochise County School Superintendent's Office in compliance with HIPAA, including, but not limited to, business associates agreements.
- B. If required by the GOYFF, the Cochise County School Superintendent's Office 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, the Cochise County School Superintendent's Office agrees to attend or participate in HIPAA training offered by the GOYFF or to provide written verification that the Cochise County School Superintendent's Office has attended or participated in job related HIPAA training that is (1) intended to make the Cochise County School Superintendent's Office 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 ADOA-ASET Arizona State Chief Information Security Officer and HIPAA Coordinator.

III. AGREEMENT RENEWAL

The Agreement shall not bind nor purport to bind the GOYFF for any contractual commitment in excess of the original Agreement period or amount. The GOYFF shall have the right, at its sole and unfettered discretion, whether or not to extend this Agreement. If so, the parties must execute a written amendment or a new contract. Consideration for renewal will also be based on results of program and fiscal monitoring.

IV. FUND MANAGEMENT

The Cochise County School Superintendent's Office must maintain funds received under this Agreement in separate ledger accounts and cannot mix these funds with other sources. The Cochise County School Superintendent's Office must manage funds according to applicable federal regulations for administrative requirements, cost principles and audits.

The Cochise County School Superintendent's Office must maintain adequate business systems to comply with federal requirements. The business systems that must be maintained are:

- Financial Management
- Procurement
- Personnel
- Property
- Travel

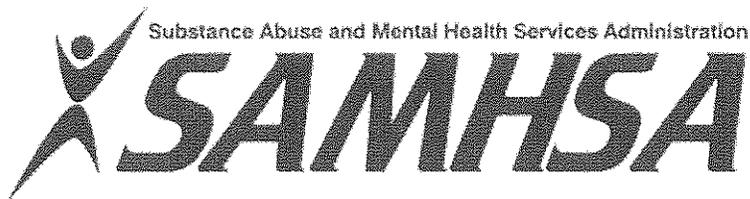
A system is adequate if it is: 1) written; 2) consistently followed - it applies in all similar circumstances; and 3) consistently applied – it applies to all sources of funds. The GOYFF reserves the right to review all business systems policies.

V. DUNS/CCR

Each successful recipient who is awarded funding must provide the following prior to an Agreement being executed: (a) Dun and Bradstreet Universal Numbering System (DUNS) number for the fiscal agent; and (b) proof of current registration in the Central Contractor Registration (CCR) database. Additionally, CCR registration must be maintained for the term of the Agreement. The DUNS website is located at <http://fedgov.dnb.com/webform>. The CCR registration information may be found at <https://www.sam.gov/portal/public/SAM/>.

VI. FFATA REPORTING REQUIREMENTS

The Cochise County School Superintendent's Office is required to provide certain information pursuant to the Federal Funding Accountability and Transparency Act of 2006 reporting requirements (Pub. L. No. 109-282, as amended by Section 6205 (a) of Pub. L. No. 110-252) "FFATA"). FFATA requires that certain information on federal awards (federal financial assistance and expenditures) be made available to the public via a single, searchable website, which is www.USASpending.gov.



Attachment C

Additional Directives

All grantees must abide by the Trafficking Victims Protection Act, follow funding prohibitions against ACORN, and review SAMHSA's incentive policies.

Trafficking Victims Protection Act of 2000

The Trafficking Victims Protection Act of 2000 is a comprehensive federal law that was enacted to protect victims of trafficking or to prosecute their traffickers.

All SAMHSA grantees are required to abide by the award term that implements Section 106 (g) of the Trafficking Victims Protection Act of 2000, as amended (22 USC 7104). The award term is now located at 2 CFR Part 175.

Association of Community Organizations for Reform Now (ACORN)

In accordance with guidance provided by the Department of Health and Human Services, funding prohibitions regarding the Association of Community Organizations for Reform Now (ACORN) and related entities remain in effect pending further litigation as to ACORN's First Amendment and due process claims.

All SAMHSA grantees are required to abide by these prohibitions.

Incentives

"Incentives" refer to any monetary or service benefit that you provide to program participants to attract and retain them in the service or prevention program. The dictionary defines "incentive" as "something that encourages or motivates somebody to do something."

SAMHSA discretionary grant funds may be used for non-cash incentives.

Only Non-Cash Incentives Before and After Programs

Non-cash incentives to participants in treatment and prevention programs are essential to retain individuals and to encourage attendance and attainment of treatment or prevention goals. You must build all the non-cash incentives into the program design, and they should be of minimal cash value. Examples include food, prizes, and small gifts. Do not use discretionary grant funds to make direct cash payments to individuals during the treatment or prevention program.

SAMHSA policy supports the appropriate, judicious, and conservative use of incentives in discretionary grant programs. Incentives should be the minimum amount necessary to meet the program and evaluation goals of the grant, **up to \$30**. You should determine the minimum amount to be effective as follows:

Before the Program: You may not use discretionary grant funds to make direct payments to individuals to induce them to enter treatment or prevention programs.

During the Program: You may use discretionary grant funds for "wrap-around services" (non-clinical supportive services) that intend to:

- Improve an individual's access to and retention in treatment that is deemed essential to meeting program goals as they relate to the target population
- Improve access to and retention in prevention programs
- Meet abstinence benchmarks

Cash Incentives Only in Follow-Up

After the program: Center for Mental Health Services (CMHS) and Center for Substance Abuse Treatment (CSAT) practice allows for discretionary grant funds to pay individuals to participate in required data collection follow-up. The Center for Substance Abuse Prevention (CSAP) has not established practices related to payment for follow-up data collection.

Last Updated: 10/23/2014