

AGREEMENT

THIS AGREEMENT is made by and between the American Lung Association of Pennsylvania (hereinafter referred to ALAPA)

AND

Warren County School District (hereinafter referred to as PROVIDER)

WHEREAS, the ALAPA has received state and federal funds from the Commonwealth of Pennsylvania, Department of Health (hereinafter referred to as the DEPARTMENT), for the Provision of Tobacco Prevention and Control Programs Pursuant to Section 704 of Act 77 of 2001, The Tobacco Settlement Act; and

WHEREAS, the ALAPA desires to contract with the PROVIDER for the provision of such services detailed in this agreement at the funding amount set forth herein; and

WHEREAS, the parties desire to set forth their understandings and agreements in writing;

NOW THEREFORE, the parties intending to be legally bound hereby agree as follows:

1. TERMS

This contract shall be effective January 1, 2006 through June 30, 2006, subject to the other provisions herein, unless terminated earlier by either party according to termination provisions agreed to by the parties.

2. TERMINATION

One party may terminate this agreement only by providing the other party sixty (60) days advance written notice.

3. COMPENSATION

Subject to the availability of funding under State Appropriation 211, and other terms and conditions of the Agreement, ALAPA will make payment to PROVIDER under this contract for the work performed as set forth in the Work Statement of this contract, in accordance with its maximum budget funding amount.

4. WORK STATEMENT

PROVIDER shall provide Program activities and related Services as specified in Appendix A, Work Statement

5. INVOICE PROCEDURES

ALAPA will pay for and PROVIDER shall submit Invoices for work performed according to the terms of this Paragraph.

ALAPA agrees to pay PROVIDER for services rendered pursuant to this agreement as follows:

Subject to the availability of funds, and other terms and conditions of this contract, ALAPA will reimburse PROVIDER in accordance with the budget for the costs incurred in providing the services described in this contract up to the maximum contract amount allotted.

Payment to the PROVIDER as mentioned above shall be made in accordance with the budget as follows:

- A. The ALAPA shall have the right to disapprove any expenditure made by the PROVIDER which is not in accordance with the terms of this agreement and adjust any payment to the PROVIDER accordingly. An original copy of all invoices and the detailed accounting shall be sent by the PROVIDER to the American Lung Association of PA, c/o Warren General Hospital, 2 Crescent Park W., Warren, PA 16365
- B. Invoices shall be itemized in accordance with the budget category and show contract number, federal identification number, date when submitted, name of person preparing invoice, billing period, date services were provided and total invoice amount.
- C. PROVIDER shall submit monthly invoices, in designated format, by the 10th day of the month for the previous month's work. The final invoice shall be submitted within 30 days of this agreement's termination date. ALAPA will neither honor nor be liable for invoices not submitted in compliance with the time requirements in this Paragraph unless ALAPA agrees to an extension of these requirements in writing. PROVIDER shall be reimbursed only for services that are acceptable to the ALAPA.
- D. The ALAPA, at its option, may withhold the last 20% of reimbursement due under this agreement, until the ALAPA has determined that all work and services required under this agreement have been performed or delivered in a manner acceptable to the ALAPA.
- E. The PROVIDER shall, upon request, furnish the ALAPA or the DEPARTMENT, receipts of itemized bills for all expenditures incurred in the performance of the Project, and billed in a particular period. The expenditures must be substantiated by documentation including, but not limited to, certified copies of payroll vouchers, travel vouchers and store room requisitions.
- F. PROVIDER shall be required to report in the web-based format as instructed by the DEPARTMENT on a monthly basis. PROVIDER is responsible to participate in the training for this new reporting system that is provided by DEPARTMENT representatives.
- G. PROVIDER shall be required to attend meetings of the Warren Co. Tobacco Free Coalition throughout the contract period to discuss progress on planned activities with the ALAPA Tobacco Control Field Coordinator and other Providers and member of the Coalition.
- H. PROVIDER agrees to facilitate the components of the CDC Best Practice for Comprehensive Tobacco Control Programs that are applicable to the proposal to provide services under the Program submitted by PROVIDER.

APPENDIX A WORK STATEMENT

PROVIDER agrees to perform the following services through performance of the specific itemized tasks in order to accomplish certain outcomes in accordance with the measurable indicators set forth herein at the budget amounts provided.

PROVIDER will administer pre and post surveys of students regarding their tobacco knowledge. Students at Beaty Middle School, grades 6,7 and 8 will be surveyed regarding their tobacco knowledge.

PROVIDER will supplement current health and phys ed curriculums at Beaty Warren Middle School with purchase of updated anti-tobacco educational materials.

PROVIDER will offer a motivational presentation for Beaty Warren Middle school students regarding tobacco information..

PROVIDER will secure signage for school district off-site facilities and sport fields, indicating that the Warren County School District is a smoke free entity.

ACTIVITY	CDC Component	MAXIMUM FUNDING
Purchase tobacco education materials, prepare/present survey, support Red Ribbon week, offer motivational speaker at Beaty Warren Middle School, purchase updated tobacco educational materials, purchase signage for school district property indicating that the WCSD is a smoke free entity	SP (PA06,PA 13 PA 14)	\$6500
Contract Total		\$6500

APPENDIX B PUBLIC NOTICES/PRESS APPROVAL

PUBLIC NOTICE – All notices, informational pamphlets, press releases research reports and similar public notices prepared and released by the PROVIDER, shall include the statement “This project is funded, in part, under a contract with the Pennsylvania Department of Health. Basic data for use in this study were supplied by the Pennsylvania Department of Health, Harrisburg, Pennsylvania. The Department specifically disclaims responsibility for any analyses, interpretations or conclusions.”

PRESS OFFICE APPROVAL – All printed material is subject to written pre-approval by the Press Office of the Department of Health. “Printed material” includes, but is not limited to, brochures, manuals, labels, newsletters, artwork and print advertisements. All printed materials must bear the Department of Health logo and the names and titles of the Governor and the Secretary of Health unless otherwise authorized in writing by the Department Press Secretary. All material produced for radio and television must also be approved for quality of content and accreditation in writing by the Department Press Secretary prior to final production as well as after final production.