

COCHISE COUNTY GRANT APPROVAL FORM

Form Initiator: JENNIFER STEIGER Department/Division: HEALTH/PSD
 Date Prepared: 9/12/13 Telephone: 520-432-9402
 Grantor: Easter Seals Blake Foundation Grant Title: First Things First, Parents As Teachers
 Grant Term From: 7/1/13 To: 6/30/14
 Fund No/Dept. No: 244 Note: Fund No. will be assigned by the Finance Department if new.
 New Grant Yes No Amendment No. Renewal Increase \$ _____ Decrease \$ 13,509

Briefly describe purpose of grant:

The "Parents As Teachers" (PAT) Program is an evidence-based home visiting curriculum to County residents to promote healthy families and pregnancies, specifically addressing women with a risk factor for pregnancy and post partum issues, and to reduce those risks through a program where community health workers act as a guide and mentor, starting with the pregnancy and ending after the first two years of the child's life. +

If amendment, provide reason:

n/a

If this is a mandated service, cite source. If not mandated, cite indications of local customer support for this service:

Mandated by ADHS

Funding Sources	Federal Funds 332.100	State Funds 336.100	County Funds 391.000	Other	Total
Current Fiscal Year				\$273,930	\$273,930
Remaining Years					
Total Revenue				\$273,930	\$273,930

Is County match required? Yes No If yes, dollar amount \$ _____

Has this amount been budgeted? Yes No Identify Funding Source: Easter Seals Blake Foundation

Federal Catalog of Federal Domestic Assistance (CFDA) No: _____

Method of collecting grant funds: Lump sum payment Quarterly payments Draw Reimbursement

Is reversion of unexpended funds required at end of grant period? Yes No

a) Total A-87 cost allocation 85,410

b) Amount of overhead allowed by grant \$13,044 County subsidy (a-b) 72,366

Does Grantor accept indirect costs as an allowable expenditure? Yes No

If yes, dollar amount \$ 13,044 OR percentage allowed 5 %

Number of new positions that will be funded from grant: _____ Number of existing positions funded from grant: 5

Executive Summary Form

Agenda Number: _____ FIRST THINGS FIRST, FY 13-14

Recommendation:

Approve the renewal Subgrant Agreement, First Things First – Parents as Teachers, between the Easter Seals Blake Foundation and Cochise Health & Social Services, in the amount of, \$273,930 for the period of 7/1/2013-6/30/2014.

Background (Brief):

The CHSS Prevention Services Division has been providing Maternal and Child Health home visiting through the Health Start grant from Arizona Department of Health Services (ADHS) for over 18 years. Home visiting is provided by community health workers who act as guide and mentor starting with the pregnancy and ending after the first two years of the child’s life. Health Start serves approximately 350 families each year.

In 2012, CHSS successfully partnered with Easter Seals Blake Foundation (ESBF) to provide the evidence-based home visiting curriculum “Parents as Teachers” (PAT) to an additional 200 families in Cochise County. In addition to serving more families, this program allows home visitors to serve children up to age 3 and also provides a more in-depth focus on teaching parents about child development.

Fiscal Impact & Funding Sources:

This is a grant-funded, fixed price program from First Things First Cochise Regional Council in the amount of \$600,000. The CHSS share this fiscal year is \$273,930.

The net county subsidy is calculated as follows:

Budgeted Salaries/EREs		216,010
A--87 Overhead at	39.54%	85,410
Collected Overhead at	5.00% of program expenses	<u>13,044</u>
Net County Subsidy		72,366

Next Steps/Action Items/Follow-up:

Your approvals are respectfully requested.

Impact of Not Approving:

If this contract is not approved it will result in the loss of this grant-funded expansion of services to approximately 200 at-risk pregnant women and parenting families in Cochise County.

**Cochise County Health and Social Services Sub-Contract Agreement for
PARENTS AS TEACHERS
July 1, 2013 – June 30, 2014**

Subgrant Agreement

Parents as Teachers Home Visitation Program for Cochise County

This Subgrant is made and entered into by and between Easter Seals Blake Foundation (herein referred to as "ESBF"), with the principal place of business at 6420 E. Broadway Ste B-300, Tucson, AZ 85710 and the Cochise Health and Social Services (hereinafter referred to as "Subgrantee"), with a principal place of business at 1415 Melody Lane, Building A, Bisbee, AZ 85603.

RECITALS

1. It is understood and agreed between the parties that Subgrantee is an independent contractor/Subgrantee in the performance of each and every part of this Subgrant and solely and personally liable for all labor in connection therewith not otherwise provided in ESBF staff or intern responsibilities, and that Subgrantee, on its own action, is not empowered to incur expenses or other obligations on behalf of ESBF. Subgrantee is solely responsible for the means, methods and manner of performing the services provided for under this Subgrant.
2. The scope of services contributing to the Grant performed by the Subgrantee is as follows: All work as outlined in the joint ESBF and Cochise Health and Social Services proposal for the FTF Cochise County Regional Partnership Council Parents As Teachers Home Visitation RFGA #FTF-RC002-13-0385-01, including all Standards of Practice.
3. Subgrantee wishes to perform said services under the terms set forth herein. Now, therefore, in consideration of the mutual promises set forth herein, it is agreed by and between ESBF and Subgrantee:

Section One: Description of Work

Subgrantee agrees to perform the services described in paragraph 2 of the Recitals above, including all services generally performed in the usual line of business of Subgrantee.

Section Two: Payment and Expenses

ESBF will pay Subgrantee in an amount not to exceed a sum of \$273,930. to provide Comprehensive Community Based Home Visitation services that address the immediate health, safety and welfare of children birth through age 3. Subgrantee will submit an invoice for Home Visitation Services to ESBF within fifteen calendar days following the end of each month for the work performed and/or expenses incurred for that month. The invoice will include an invoice number, the dates covered by the invoice and a line-item breakdown of permissible expenses incurred. ESBF will pay Subgrantee the approved claim amount in the invoice each month, for services performed during the term of the Subgrant, payable within two weeks after receiving each invoice. A detailed listing of expenses to be reimbursed by ESBF to Subgrantee shall be included with each invoice. Subgrantee shall only be reimbursed the amount of dollars actually spent by the Subgrantee. Subgrantee, on its own action, is not authorized to incur expenses or obligations on behalf of ESBF. Subgrantee assumes sole responsibility for reimbursement to ESBF of a sum of money equivalent to the amount of any expenditures from funds allocated to Subgrantee that were not made in compliance with the provisions of this Subgrant. Subgrantee agrees to permit ESBF and/or independent auditor's access

**Cochise County Health and Social Services Sub-Contract Agreement for
PARENTS AS TEACHERS
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to its records and financial statement as necessary for ESBF to comply with the requirement of all Generally Accepted Auditing Standards (GAAS). This Subgrant is subject to the ongoing availability of all funding sources. A reduction, delay or elimination of funding may, in turn, result in ESBF delaying payment to the Subgrantee, reducing payment to the Subgrantee commensurate with a reduction in scope of work, and/or terminating this Subgrant.

Section Three: Relationship of Parties

The parties to this Subgrant intend that the relationship of Subgrantee to ESBF created by this Subgrant is that of an independent Subgrantee. Subgrantee is not to be considered an agent, servant or employee of ESBF for any purpose. None of the benefits provided by ESBF to its agents, servants or employees are available from ESBF to the Subgrantee or its agents, servants, employees or contractors of Subgrantee. Subgrantee will be solely and entirely responsible for its acts and for the acts of its agents, servants or employees and contractors during the performance of this Subgrant. Subgrantee may perform duties for other clients. Subgrantee is liable for any taxes, interest and penalties assessed by the IRS, and agree to indemnify and hold harmless ESBF for all such taxes, interest and penalties and for any auditing and legal fees incurred by ESBF in connection with the terms of the Subgrant. ESBF will not obtain or be held responsible for workers' compensation insurance on behalf of Subgrantee or any other person engaged as a result of this Subgrant.

Section Four: Confidentiality

Subgrantee will not disclose or use, either during or after the term of this Subgrant, any nonpublic proprietary or confidential information about participants, ESBF, any other subgrantees or partner organizations without prior written permission, except to the extent necessary to perform services described in paragraph 2 of the Recitals above. Subgrantee will not reproduce such data except as necessary to the performance of this agreement. Subgrantee shall securely store and safeguard such information at all times and will comply with the Data Protection Act and any other legal requirements. Subgrantee shall not be restricted in using any material which is publicly available, already in Subgrantee's possession or known to Subgrantee without restriction or which is rightfully obtained by Subgrantee from sources other than ESBF or any other subgrantees or partner organization. Subgrantee will ensure full compliance with all HIPAA provisions.

Section Five: Liability

Subgrantee will take all necessary and appropriate precautions and will be responsible for the safe performance of all services which are the subject of this Subgrant. All work will be done at subgrantee's sole and exclusive risk. Subgrantee agrees to indemnify ESBF for any and all liability or loss arising during the performance of this contract. Subgrantee will also agree to indemnify and hold ESBF harmless against any failure by Subgrantee to compensate its employees for work related to the contract. In the event the contract is terminated, ESBF will, in its discretion, reasonably compensate Subgrantee for that portion of the work that has already been performed. Subgrantee shall maintain adequate liability and professional insurances at all times during the term of this Subcontract Agreement (General Liability & Sexual Abuse: \$1,000,000 per occurrence, \$3,000,000 aggregate; Professional Liability: \$1,000,000 per incident, \$3,000,000 aggregate) and shall provide ESBF with a Certificate of Liability Insurance naming ESBF as additional insured with respect to this Agreement.

**Cochise County Health and Social Services Sub-Contract Agreement for
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Section Six: Amending Subgrant

This Subgrant may be amended at any time by mutual agreement of ESBF and Subgrantee. Any such amendment shall be effective upon the signature of ESBF and Subgrantee.

Section Seven: Duration

The services to be performed under this Subgrant will commence on July 1, 2013 and will terminate June 30, 2014. This Subgrant may be terminated by either ESBF or Subgrantee upon thirty (30) working days written notice. In such case, termination will be considered effective upon personal delivery to the recipient's address as stated in this Subgrant or three days after being deposited in the United States mail, with postage prepaid to the recipients.

Section Eight: Administration

The Associate Director for ESBF will be responsible for monitoring this Subgrant including, but not limited to review of monthly service, performance and claim reporting, review of monthly financial reporting and reimbursement requests; review of family/child files and documentation and on site monitoring of quality service delivery processes. All monitoring will be done upon request of the ESBF Associate Director and/or the ESBF Financial Department Manager. At its discretion, ESBF may require corrective action when it is determined that the Subgrantee is out of compliance with the terms of the Subcontract or is not providing services as outlined in the proposal for services as contractually required by the FTF Cochise County Regional Partnership. In the event of a dispute under this Subgrant, the parties agree to make a good faith attempt to resolve the dispute prior to taking any formal action.

Section Nine: Additional Terms and Conditions

The Subgrantee agrees to provide services that are in compliance with First Things First Home Based Family Support Visitation Scope of Work and Standards of Practice, attached hereto and incorporated by reference into this Agreement. The Subgrantee agrees to abide by the State of Arizona Uniform Terms and Conditions as outlined in the First Things First Contract. Payment for expenses incurred will not be made until such time as a certificate of insurance which meets the minimum scope and limits outlined in FTF Special Terms and Conditions/Minimum Scope and Limits of Insurance provisions is on file at ESBF. All certificates shall name ESBF as an additional insured as well as all parties in Appendix A of the original contract.

Cochise County Health and Social Services

BY: Maui Gomez
TITLE: CHSSD Director
DATE: 9/9/13

Easter Seals Blake Foundation

BY: Annabel Ratley
TITLE: Division Director
DATE: August 20/2013

SUBGRANT AGREEMENT DETERMINATION

Re: Subgrant Agreement to provide the "Parents As Teachers" (PAT) evidence-based home visiting curriculum to County residents to promote healthy families and pregnancies, specifically addressing women with a risk factor for pregnancy and post partum issues, and to reduce those risks through a program where community health workers act as a guide and mentor, starting with the pregnancy and ending after the first two years of the child's life; between the Easter Seals Blake Foundation and Cochise Health & Social Services.

The attached agreement, which is an agreement between public agencies, has been reviewed pursuant to A.R.S. §11-952 on behalf of the Cochise Health & Social Services by the undersigned Deputy County Attorney who has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

Approved as to form this 10th day of September, 2013.

EDWARD G. RHEINHEIMER
Cochise County Attorney

By: Terry Banon
Terry Banon
Deputy County Attorney