

COCHISE COUNTY GRANT APPROVAL FORM

Form Initiator: Jennifer Steiger Department/Division: Health/PSD
 Date Prepared: 9-26-13 Telephone: 432-9402
 Grantor: CHSS Grant Title: Inter-Agency Subcontract Agreement 13-46-HEA-01
 Grant Term From: 10/1/13 To: 9/30/15
 Fund No/Dept. No: 245-5000-5200 Note: Fund No. will be assigned by the Finance Department if new.
 New Grant Yes No Amendment No. _____ Increase \$ n/a Decrease \$ n/a

Briefly describe purpose of grant:

This Inter-Agency Agreement is a subcontract provided to CFR by CHSS under CHSS IGA#: ADHS14-053682, Maternal, Infant & Early Childhood Home Visiting (MIECHV), This Inter-Agency Agreement will be renewable annually through 09/30/15, subject to acceptable performance by CFR in fulfilling contract deliverables as outlined in MIECHV Scope of Service.

If amendment, provide reason:

This new contract is intended to provide funding for CFR to participate and administer the new CHSS, SVRHC, CFR, MEICHV collaborative efforts, through planning, coordination and support of the effort.

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

Funding Sources	Federal Funds 332.100	State Funds 336.100	County Funds 391.000	Other	Total
Current Fiscal Year			-\$97,751		-\$97,751
Remaining Years					
Total Revenue			-\$97,751		-\$97,751

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

Has this amount been budgeted? Yes No Identify Funding Source: CHSS

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 \$ 0

b) Amount of overhead allowed by grant 0 County subsidy (a-b) 0

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

If yes, dollar amount \$ 0 OR percentage allowed _____ %

Number of new positions that will be funded from grant: 0 Number of existing positions funded from grant: 0

Executive Summary Form

Agenda Number: HLT (Child & Family Resources, Inc.)

Recommendation:

Approve the new Inter-Agency Subcontract Agreement 13-46-HEA-01, Maternal Infant Childhood Home Visiting Program, between Cochise Health & Social Services (CHSS) and Child & Family Resources, Inc. (CFR), in the amount of \$97,751 for the period 10/01/13 – 09/30/15, renewable annually. This is a sole source procurement agreement, in accordance with Cochise County procurement policy.

Background (Brief):

This Inter-Agency Agreement is a subcontract provided to CFR by CHSS under CHSS IGA#: ADHS14-053682, Maternal, Infant & Early Childhood Home Visiting (MIECHV), This Inter-Agency Agreement will be renewable annually through 09/30/15, subject to acceptable performance by CFR in fulfilling contract deliverables as outlined in MIECHV Scope of Service.

In February 2013 ADHS MIECHV held a collaboration meeting in Cochise County to review the size and scope and reach of home visiting programs in the area. Supervisors and workers from 6 different agencies and programs attended this meeting and provided ADHS MIECHV with input regarding the needs of families with young children and the ability of current home visiting programs to meet these needs. (Collaborative agencies/programs include: Cochise Health & Social Services, UofA Cooperative Extension, Easter Seals Blake Foundation, Child & Family Resources, Inc., Fort Huachuca Parent Support Program and Child Parent Centers of AZ)

In March 2013, the supervisors of those same 6 programs gathered together on their own to discuss streamlining our referral processes and addressing duplication of services, in order to make sure all eligible families in Cochise County could access home visiting services. This group, self-named “Cochise Home Visiting Collaboration” has met monthly since then and made progress in both referral process and duplication of service and have added other issues including training for home visitors and improving the working relationships with Child Protective Services and Behavioral Health services.

In April 2013, ADHS MIECHV offered to fund our collaboration. A Scope of Services was drawn up and a staffing plan was created to provide 50% time in direct service providing outreach and recruitment in the Sierra Vista Regional Health Center (SVRHC) of woman giving birth and 50% time as coordinator of the collaboration, including running meetings, providing community marketing to raise awareness of availability of home visiting services and planning/scheduling training for home visiting staff. CHSS decided to subcontract the majority of this work to Child & Family Resources, Inc. (CFR) as they have a contract with SVRHC which allows their home visiting coordinator to be recognized as a SVRHC staff person in order to provide direct recruitment of hospital patients. In addition, CFR is subcontracted to provide the same position in Graham County and will be able to “co-supervise” both coordinator positions, which will enhance the efficiency and effectiveness of both collaborations.

Executive Summary Form

Fiscal Impact & Funding Sources:

This is a grant-funded, fixed price program from the Arizona Department of Health Services. The entire award to CHSS through the MIECHV IGA ADHS14-053682 is in the amount of \$102,000. *The ADHS MIECHV IGA is a separate Action Item on this agenda.*

\$97,751 will be subcontracted to Child & Family Resources to provide the staff position and immediate supervisory oversight for this project.

\$4,249 will be used by Cochise Health & Social Services to provide grant management and fiscal oversight of the project.

The net county subsidy is calculated as follows (projected salaries/EREs are for the twelve-month funding cycle and reflect current staffing levels):

Projected Salaries/EREs	\$3,716
A-87 Overhead at 39.54%	\$1,469
<u>Authorized overhead</u>	<u>\$533</u>
Net County Subsidy	\$936

Next Steps/Action Items/Follow-up:

Your approvals are respectfully requested.

Impact of Not Approving:

Without approval of this funding, the Cochise Home Visiting Collaboration will be limited in the scope of improvements in referral and service coordination, and worker training, that will be able to be made to the matrix of home visiting services provided to over 750 families in Cochise County.



COCHISE COUNTY PROCUREMENT DEPARTMENT

1415 Melody Lane, Building C, Bisbee, AZ 85603
Phone: (520) 432-8391 Fax: (520) 432-8397
Website: www.cochise.az.gov

Sub-Contract Agreement Maternal Infant Childhood Home Visiting Program Agreement No. 13-46-HEA-01

THIS AGREEMENT is made and entered into this 1st day of October, 2013 by and between **COCHISE HEALTH AND SOCIAL SERVICES**, hereinafter referred to as CHSS/COUNTY, and **CHILD AND FAMILY RESOURCES INC.**, hereinafter referred to as the "SUBGRANTEE".

I. SCOPE OF SERVICES

Subject to the terms and conditions set forth in this agreement, Subgrantee shall provide services as described in Exhibit A, **Scope of Services**.

II. COMPENSATION AND METHOD OF PAYMENT

In consideration of the performance of the services described in the Scope of Work CHSS shall pay the Subgrantee a NOT to EXCEED dollar amount of Ninety Seven Thousand Seven Hundred Fifty One Dollars (\$97,751.00) AS DESCRIBED IN Exhibit B.

The County will pay the Subgrantee following the submission of Itemized invoices(s) for the services rendered. No payment shall be issued prior to receipt of material or service and correct invoice. Each invoice must bear written certification by an authorized County representative confirming the services for which payment is requested have been performed. County agrees to pay Subgrantee all properly documented invoices for accepted work within 10 days from receipt of payment from ADHS. See Exhibit B for further details of payment terms.

All notices, invoices and payment shall be made in writing and may be given by personal delivery or by mail. The designated recipients for such notices, invoices and payments are as follows:

Subgrantee: **Child and Family Resource, Inc**
2800 E. Broadway
Tucson, AZ 85716
Elizabeth Jimenez
Phone: 520-881-8940
ejimenez@cfraz.org

County: **Cochise Health and Social Services**
1415 Melody Lane, Building A
Bisbee, AZ 85603
Judith Gilligan
Phone: 520-432-9455
lgilligan@cochise.az.gov

III. **DURATION AND RENEWAL**

The Subgrantee shall not commence any billable work or provide any material or services under this Agreement until Subgrantee receives an executed copy of this Sub-Contract Agreement and purchase order, or is otherwise directed to do so in writing by the County Procurement Director or his designee. The Subgrantee shall complete all work to the satisfaction of the County by September 30, 2015 in accordance with the Scope of Work incorporated herein as Exhibit A..

IV. **TERMINATION**

- A. The County may cancel this Agreement without penalty or further obligation pursuant to A.R.S. §38-511 if any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of the County is or becomes, at any time while the Agreement or any extension of the Agreement is in effect any employee of, or Subgrantee to any other party to this Agreement with respect to the subject matter of the Agreement. Such cancellation shall be effective when written notice from the County is received by the parties to this Agreement, unless the notice specifies a later time.
- B. This Agreement may also be terminated at any time by mutual written consent, or by the County, with or without cause, upon giving the thirty (30) days written notice to the Subgrantee. The County at its convenience, by written notice, may terminate this Agreement, in whole or in part. If this Agreement is terminated, the County shall be liable only for payment under the payment provisions of this Agreement for services rendered and accepted material received by the County before the effective date of termination.
- C. The County reserves the right to cancel the whole or any part of this Agreement due to failure of the Subgrantee to carry out any term, promise or condition of the Agreement. The County will issue a written ten (10) day notice of default to the Subgrantee for acting or failing to act any of the following, in the opinion of the County:
 - 1. Subgrantee provides personnel who do not meet the requirements of the Agreement;
 - 2. Subgrantee fails to adequately perform the stipulations, conditions, or services/specifications required in the Agreement;
 - 3. Subgrantee attempts to impose on the County personnel, materials, products, or workmanship that is not of an acceptable quality;
 - 4. Subgrantee fails to furnish the required service and/or product within the time stipulated in the Agreement;
 - 5. Subgrantee fails to make progress in the performance of the requirements of the Agreement and/or gives the County a positive indication that Subgrantee will not or cannot perform to the requirements of the Agreement.

V. **ENFORCEMENT, LAWS AND ORDINANCES**

This agreement shall be enforced under the laws of the State of Arizona. Subgrantee must comply with all applicable federal, state, and local laws, ordinances, and regulations. Subgrantee shall ensure payment of all taxes, licenses, permits, and other expenses of any nature associated with the provision of services herein. Subgrantee shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Subgrantee.

VI. INDEPENDENT CONTRACTOR

It is understood and agreed between the parties that Subgrantee is an independent CONTRACTOR 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 by CHSS staff or intern responsibilities, and that Subgrantee, on its own action, is not empowered to incur expenses or other obligations on behalf of CHSS. Subgrantee is solely responsible for the means, methods and manner of performing the services provided for under this Subgrant.

The Subgrantee is advised that taxes or social security payments shall not be withheld from a County payment issued hereunder and that Subgrantee should make arrangements to directly pay such expenses, if any. The County will not provide any insurance coverage to the Subgrantee including Workmen's Compensation coverage.

VII. MODIFICATIONS

This Agreement may only be modified by a written amendment signed by persons duly authorized to enter into Agreements on behalf of the County and the Subgrantee.

VIII. WAIVER

The failure of either party of this Agreement to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver thereof, or of any future breach or subsequent wrongful conduct.

IX. INDEMNIFICATION

Subgrantee shall indemnify, defend, save and hold harmless CHSS, its departments, agencies, boards, and its 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 Subgrantee or any of its owners, officers, directors, agents, employees or subSubgrantees. 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 Subgrantee 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 Subgrantee from and against any and all claims. It is agreed that Subgrantee will be responsible for primary loss investigation, defense and judgment costs where this Indemnification is applicable. In consideration of the award of this contract, the Subgrantee agrees to waive all rights of subrogation against CHSS, its officers, officials, agents and employees for losses arising from the work performed by the Subgrantee for CHSS.

X. INSURANCE REQUIREMENTS:

Subgrantee shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract, are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Subgrantee, his agents, representatives, employees or subSubgrantees.

The *insurance requirements* herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. CHSS in no way warrants that the minimum limits contained herein are sufficient to protect the Subgrantee from liabilities that might arise out of the performance of the work under this contract by the Subgrantee, its agents, representatives, employees or subSubgrantees, and Subgrantee is free to purchase additional insurance.

A. MINIMUM SCOPE AND LIMITS OF INSURANCE: Subgrantee shall provide coverage with limits of liability not less than those stated below.

1. Commercial General Liability – Occurrence Form

Policy shall include bodily injury, property damage, personal and advertising injury and broad form contractual liability coverage.

• General Aggregate	\$2,000,000
• Products – Completed Operations Aggregate	\$1,000,000
• Personal and Advertising Injury	\$1,000,000
• Blanket Contractual Liability – Written and Oral	\$1,000,000
• Damage to Rented Premises	\$ 50,000
• Each Occurrence	\$1,000,000

a. The policy shall include coverage for sexual abuse and molestation. This coverage may be sub-limited to no less than \$500,000. The limits may be included within the General Liability limit or provided by separate endorsement with its own limits or provided as separate coverage included with the professional liability. (Note: an affirmative coverage statement such as this should be required for Human and Social Services contracts.)

a.1. Coverage for Sexual Molestation and Abuse must not be excluded for the entity. (Note: Alternative for contracts not requiring close physical contact/presence with adults/children.)

b. Subgrantee must provide the following statement on their Certificate(s) of Insurance as provided for in Part E: Sexual Abuse/Molestation coverage is included. (Human/Social Services)

b.1. Subgrantee must provide the following statement on their Certificate(s) of Insurance as provided for in Part E: Sexual Abuse/Molestation coverage is not excluded. (Other Subgrantees)

c. The policy shall be endorsed to include the following additional insured language: "CHSS, its departments, agencies, boards, and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Subgrantee." Such additional insured shall be covered to the full limits of liability purchased by the Subgrantee, even if those limits of liability are in excess of those required by this Contract.

d. Policy shall contain a waiver of subrogation endorsement in favor of CHSS, its departments, agencies, boards, and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Subgrantee.

2. Business Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

- Combined Single Limit (CSL) \$1,000,000
 - a. The policy shall be endorsed to include the following additional insured language: *"CHSS, its departments, agencies, boards, and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Subgrantee, involving automobiles owned, leased, hired or borrowed by the Subgrantee."* Such additional insured shall be covered to the full limits of liability purchased by the Subgrantee, even if those limits of liability are in excess of those required by this Contract.
 - b. Policy shall contain a waiver of subrogation endorsement in favor of CHSS, its departments, agencies, boards, and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Subgrantee.
 - c. Policy shall contain a severability of interests provision.

3. Worker's Compensation and Employers' Liability

- Workers' Compensation Statutory
 - Employers' Liability
 - Each Accident \$ 500,000
 - Disease – Each Employee \$ 500,000
 - Disease – Policy Limit \$1,000,000
- a. Policy shall contain a waiver of subrogation endorsement in favor of CHSS, its departments, agencies, boards, and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Subgrantee.
 - b. This requirement shall not apply to: Separately, EACH Subgrantee or subSubgrantee exempt under A.R.S. § 23-901, AND when such Subgrantee or subSubgrantee executes the appropriate waiver (Sole Proprietor/Independent Subgrantee) form.

4. Professional Liability (Errors and Omissions Liability)

- Each Claim \$ 1,000,000
 - Annual Aggregate \$ 3,000,000
- a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Subgrantee warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.
 - b. The policy shall cover professional misconduct or wrongful acts for those positions defined in the Scope of Work of this contract.
 - c. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Subgrantee warrants that any retroactive coverage date shall be no later than the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed. (primarily for Healthcare related contracts)

B. ADDITIONAL INSURANCE REQUIREMENTS: The policies shall include, or be endorsed to include, the following provisions:

1. The Subgrantee's policies shall stipulate that the insurance afforded the Subgrantee shall be primary insurance and that any insurance carried by the CHSS, its agents, officials or employees of CHSS shall be excess and not contributory insurance, as provided by A.R.S. § 41-621 (E).

2. Coverage provided by the Subgrantee shall not be limited to the liability assumed under the indemnification provisions of this Contract.

C. NOTICE OF CANCELLATION: With the exception of (10) day notice of cancellation for non-payment of premium, any changes material to compliance with this contract in the insurance policies above shall require (30) days written notice to the Cochise County Procurement Department. Such notice shall be sent directly to the Cochise County Procurement Department, 1415 Melody Lane, Building C, Bisbee, AZ 85603 and shall be sent by certified mail, return receipt requested.

D. ACCEPTABILITY OF INSURERS: Subgrantees insurance shall be placed with companies duly licensed in the State of Arizona or hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers. Insurers shall have an "A.M. Best" rating of not less than A- VII or duly authorized to transact Workers' Compensation Insurance in the State of Arizona. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Subgrantee from potential insurer insolvency.

E. VERIFICATION OF COVERAGE: Subgrantee shall furnish the Cochise County Procurement Department with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer on its behalf.

All certificates and endorsements are to be received and approved by the Cochise County Procurement Department before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Contract shall be sent directly to the Cochise County Procurement Department. The contract number and project description shall be noted on the certificate of insurance. The Cochise County Procurement Department reserves the right to require complete, copies of all insurance policies required by this Contract at any time.

F. SUBSUBGRANTEES: Subgrantees' certificate(s) shall include all subSubgrantees as insureds under its policies or Subgrantee shall furnish to the Cochise County Procurement Department separate certificates and endorsements for each subSubgrantee. All coverages for subSubgrantees shall be subject to the minimum requirements identified above.

- G. **APPROVAL:** Any modification or variation from the *Insurance requirements* in this Contract shall be made by the contracting agency in consultation with the Cochise County Procurement Department. Such action will not require a formal Contract amendment, but may be made by administrative action.
- H. **EXCEPTIONS:** In the event the Subgrantee or sub-Subgrantee(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the Subgrantee or sub-Subgrantee(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

XI **CONFIDENTIALITY**

Subgrantee will not disclose or use, either during or after the term of this Subgrant, any nonpublic proprietary or confidential information about participants, CHSS, any other subgrantees or partner organizations without prior written permission, except to the extent necessary to perform services described in Exhibit A, Scope of Work. 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 will ensure full compliance with all HIPPA provisions.

XII **MISCELLANEOUS PROVISIONS**

- A. No assignment of this Agreement or sub-agreement shall be made by the Subgrantee with any other party for furnishing any of the services herein contracted for without the advance written approval of the Procurement Department. All sub-Subgrantees shall comply with Federal and State laws and regulations which are applicable to the services covered by the sub-agreement and shall include all the terms and conditions set forth herein which shall apply with equal force to the sub-agreement, as if the sub-Subgrantee were the Subgrantee referred to herein. The Subgrantee is responsible for Agreement performance whether or not sub-Subgrantees are used.
- B. The Subgrantee shall establish and maintain procedures and controls that are acceptable to CHSS for the purpose of assuring that no information contained in its records or obtained from CHSS or from others in carrying out its functions under the Agreement shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the Agreement. Persons requesting such information must be referred to CHSS.
- C. All services, information, computer program elements, reports, and other deliverables which may have a potential patent or copyright value and which are created under this Agreement shall be the property of CHSS and shall not be used by the Subgrantee or any other person except with the prior written permission of CHSS.
- D. This Agreement is subject to the provisions of A.R.S. Sec. 38-511 and A.R.S. 11-952.
- E. The Subgrantee shall comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable Federal regulations under the Act.

XIII. LEGAL ARIZONA WORKERS ACT COMPLIANCE:

Subgrantee hereby warrants that it will at all times during the term of this Agreement comply with all federal immigration laws applicable to Subgrantee's employment of its employees, and with the requirements of A.R.S. § 23-214(A) (together the "State and Federal Immigration Laws"). The Subgrantee shall further ensure that each sub-Subgrantee who performs any work for the Subgrantee under this Agreement likewise complies with the State and Federal Immigration Laws.

CHSS shall have the right at any time to inspect the books and records of the Subgrantee and any sub-Subgrantee in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of the Subgrantee's or any sub-Subgrantee's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Agreement subjecting the Subgrantee to penalties up to and including suspension or termination of this Agreement. If the breach is by a sub-Subgrantee, and the sub-agreement is suspended or terminated as a result, the Subgrantee shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the sub-agreement or retain a replacement sub-Subgrantee, (subject to County approval if MWBE preferences apply) as soon as possible so as not to delay project completion.

The Subgrantee shall advise each sub-Subgrantee of CHSS's rights, and the sub-Subgrantee's obligations, under this Section by including a provision in each sub-agreement substantially in the following form:

"The sub-Subgrantee hereby warrants that it will at all times during the term of this Agreement comply with all federal laws applicable to the sub-Subgrantee's employees and with the requirements of A.R.S. §23-214(A). The sub-Subgrantee further agrees that the County may inspect the sub-Subgrantee's books and records to insure that the sub-Subgrantee is in compliance with these requirements. Any breach of this paragraph by the sub-Subgrantee will be deemed to be a material breach of this Agreement subjecting the sub-Subgrantee to penalties up to and including suspension or termination of this Agreement."

Any additional costs attributable directly or indirectly to remedial action under this Section shall be responsibility of the Subgrantee. In the event that remedial action under this Section results in delay to one or more tasks on the critical path of the Subgrantee's approved construction or critical milestones schedule, such period of delay shall be deemed excusable delay for which the Subgrantee shall be entitled to an extension of time, but not costs.

XIV. FOREIGN INVESTMENT AND BUSINESS OPERATIONS:

By signing this agreement Subgrantee certifies that it does not have scrutinized business operations in Iran and Sudan as per A.R.S sec. 35-297.

This Agreement represents the entire agreement between the COUNTY and the SUBGRANTEE relating to this requirement and shall prevail over any and all previous verbal and written agreements.

SUBGRANTEE:

APPROVED BY:

*Connie Punnett, CFO
for Eric Schindler*

Authorized Signature
Dr. Eric Schindler
CEO

Ann English, Chairman
Board of Supervisors

EXHIBITS

- A Scope of Work
- B Fee Schedule/Payment Terms
- C CHSS Responsibilities
- D Subgrantee Expenditure Report
- E Monthly Agency Report
- F MIECHV Template & Sign In Sheets for Course Development
- G Action Plan for Implementation of Services

**EXHIBIT A – AZDHS MATERNAL INFANT EARLY CHILDHOOD
HOME VISITING SCOPE OF WORK**

A. Definitions

1. "ACA" refers to the Affordable Care Act.
2. "ADE" refers to the Arizona Department of Education.
3. "ADES" refers to the Arizona Department of Economic Security.
4. "ADHS" refers to the Arizona Department of Health Services.
5. "Community Coordinator" for the purpose of this document means the individual who is responsible for the community development, outreach, and coordination of local Home Visiting Services to a designated service area.
6. "Data" for the purpose of this document means the material gathered during the course of an evaluation which serves as the basis for information, discussion and inference.
7. "HRSA" refers to Health Resources and Services Administration.
8. "MIECHV" is the Maternal, Infant, and Early Childhood Home Visiting Program.
9. "Model Implementers" for the purpose of this document refers to the party overseeing the implementation of a particular evidence based home visiting model at a funded site. In some cases this maybe a separate entity from the entity providing services at the site.
10. "Priority Populations" for the purpose of this document refers to the Priority Populations outlined by HRSA including but not limited to; have low incomes; are pregnant women who have not attained age twenty-one (21); have a history of child abuse or neglect or have had interactions with child welfare services; have a history of substance abuse or need substance abuse treatment; are users of tobacco products in the home; have, or have children with, low student achievement; have children with developmental delays or disabilities; are in families that include individuals who are serving or have formerly served in the armed forces, including such families that have members of the armed forces who have had multiple deployments outside of the United States.
11. "State Program Manager" for the purpose of this document means the individual who is responsible for the fiscal and administrative oversight of the ACA MIECHV grant, including oversight of the Subgrantees to ensure that the State is in compliance with all grant requirements.
12. "Sites" for the purpose of this document means the individual sites chosen by the Inter Agency Leadership Team (IALT) to implement the evidence based model.
13. "Target Communities" for the purpose of this document refers to communities which are identified by the MIECHV program as needing further information and support to either initiate home visiting services or strengthen collaboration amongst home visiting programs.
14. "Task Force" refers to the Early Childhood Home Visiting Task Force.
15. "Website" for the purpose of this document means the Strong Families AZ website is to be utilized.

B. Background

The ADHS Bureau of Women's and Children's Health (BWCH) supports efforts to improve the health of Arizona women and children. Within BWCH, the Office of Children's Health supports the increased focus within the state and nation on the importance of early childhood programs. It also supports enhanced integration of existing children's programs both within ADHS and among other state and federal agencies and BWCH's outside partners. The Office of Children's Health within BWCH administers the ACA MIECHV federal grant.

In October 2009, the Arizona Early Childhood Development and Health Board, also known as First Things First (FTF), along with the ADHS, ADES, ADE, and community providers of home visiting services convened a Task Force.

The purpose of the Task Force was to define a system-wide strategy for the future development and delivery of quality home visiting services throughout Arizona. After several meetings, the Task Force produced a plan, titled The Vision for Early Childhood Home Visiting Services in Arizona. The Plan hoped to provide a pathway for delivery of consistent, high quality home visiting services in the context of Arizona's statewide early childhood development and health system.

While the Task Force was a start for Arizona; when the ACA MIECHV statute was passed, ADHS convened a meeting of the state agencies that provide early childhood home visiting to begin work on the grant opportunity. Included in this group was representation from the Title V agency and the state's Single State Agency for Substance Abuse, which are housed within the ADHS; the state's Head Start Collaboration Director who is a part of the ADE; the state's Title II agency, the ADES, which serves as the state's child care and child welfare agency; the Intertribal Council of Arizona; and senior management from Arizona's Early Childhood Development and Health Board. This group is now referred to as the Interagency Leadership Team (IALT). These agencies are Early Childhood Comprehensive System stakeholders and several members whom served on Project LAUNCH's State Advisory Council.

These agencies committed to work together on the process of developing a statewide system of home visiting. The approach was founded on a commitment to make decisions together that guided the needs assessment process, the development of the Updated Plan and built on the earlier plan for early childhood home visiting in a concerted effort to best serve the most at-risk families of Arizona.

While many of the identified communities are ready for implementation, some are not at this stage. However, some of the very communities who are at greatest risk often lack the local infrastructure that would make them good candidates for home visiting programs. Strategies must be developed to support local communities to:

1. Map community assets.
2. Identify service gaps.
3. Coordinate service delivery.
4. Share resources and information.
5. Efficiently refer community members across programs.

C. Objective

To provide financial support for a Home Visiting Coordinator in a "targeted community," in this case Cochise County. This position will coordinate home visiting services with local agencies, identify and facilitate professional development opportunities, and facilitate communication by sharing information and resources.

D. Tasks

The Subgrantee shall:

1. Fund a part-time position in the Cochise County to serve as a Home Visiting Coordinator for the area.

2. The Home Visiting Coordinator shall:

2.1 Build a local home visiting Infrastructure to include but not limited to the following:

2.1.1 Develop a coalition action plan in collaboration with local partners within ninety (90) days of being hired as a Community Coordinator;

2.1.2 Assist Cochise County in identifying successful strategies to develop local infrastructure for home visiting;

2.1.3 Develop comprehensive list of available local home visiting services; Identify the number, the location; their characteristics, strengths, and target populations;

~~2.1.4 Support local coalitions and develop additional coalitions as needed to support sustainable partnerships within Cochise County;~~

2.1.5 Act as Coordinator of the local Cochise Home Visiting Collaboration: Set up meetings, recruit new members, and support the Collaboration's mission and work;

2.1.6 Create and strengthen the referral system within the community; provide outreach to community organizations to market home visiting programs and services. Provide assessment and referral of individual families to appropriate home visiting programs; Referrals shall be made equally to and evenly distributed among all Cochise Home Visiting Collaboration member agencies/programs, according to each program's eligibility and services, and based on participating family needs.

2.1.7 Strengthen or establish linkages and referral protocols among home visiting programs and community based providers;

2.1.8 Explore the possibility of creating shared full-time positions among local agencies so that therapists (i.e., speech, Physical Therapist (PT), Occupational Therapist (OT)) will have adequate work and sufficient salary to support a move to the area; and

2.1.9 Explore teledentistry and telemedicine options for the community.

2.2 Establish Communication Pathways

2.2.1 Improve community collaboration by developing written and verbal communications (including the "website") to positively promote, inform, and educate the public regarding home visiting;

2.2.2 Create the local community component of the home visiting website to include but not be limited to meeting information, local trainings, and links to resources; and

2.2.3 Promote community acceptance of home visiting and referrals for home visiting through outreach and marketing activities.

2.3 Professional Development

- 2.3.1 Identify training needs with input from the Cochise Home Visiting Collaboration complete MIECHV TEMPLATE FOR COURSE DEVELOPMENT (Exhibit Three (3)), plan and advertise training, evaluate training;
- 2.3.2 Work with BWCH to schedule training that is needed locally, either in person or utilizing web based trainings;
- 2.3.3 Annually develop up to five (5) trainings;
- 2.3.4 Coordinate efforts between local home visiting and social service programs, and work with them to establish professional development opportunities;
- 2.3.5 Research online training opportunities and list on the website;
- 2.3.6 Work with local community colleges and universities to bring additional training to the community;
- 2.3.7 Explore the possibility of providing scholarship grants to support professional training for local residents; and
- 2.3.8 Establish cultural competency training for local home visitors and service providers.

2.4 Funding

- 2.4.1 Work with FTF to leverage funding and support community sustainability; and
- 2.4.2 Support the Cochise Home Visiting Collaboration to collectively position itself for grant funding by developing grant materials in advance and utilizing the Home Visiting Coordinator to research grant websites.

E. Requirements

1. The Health and Human Services (HHS) Appropriations Act requires that when issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with Federal money, all grantees receiving Federal funds, including but not limited to State and local governments, shall clearly state the percentage of the total costs of the program or project which will be financed with Federal money, the dollar amount of Federal funds for the project or program, and percentage and a dollar amount of the total costs of the project or program that will be financed by non-governmental sources.

D. Reference Documents (on file at ADHS)

1. Arizona's Maternal, Infant and Early Childhood Updated Plan.
2. Monthly Progress Report Forms.
3. Other required forms (upon completion by ADHS).

E. Approvals

1. Printed materials shall be submitted to CHSS who will submit to the MIECHV Community Coordinator and approved before release.
2. Trainings shall be approved by CHSS who will obtain approval from the MIECHV Community Coordinator before implemented.

F. Deliverables

The Subgrantee shall:

1. Prepare and submit a monthly Subgrantee's Expenditure Report (Exhibit One (1)), by the fifteenth of the following month in accordance with the established budget;
2. Prepare and submit a Monthly Agency Report (Exhibit Two (2)), by the fifteenth of the following month in accordance with the established guidelines of this Agreement
3. Submit sign in sheets and MIECHV TEMPLATE FOR COURSE DEVELOPMENT (Exhibit Three (3)) for up to five (5) trainings annually in the month following the training. This should be submitted with the monthly updates.
4. Submit a coalition action plan within ninety (90) days of beginning of the Agreement (Exhibit Four (4)).
5. Submit minutes of monthly coalition meetings by the fifteenth of the month following the meeting.
6. Ensure monthly program updates have been uploaded on the strongfamiliesaz.com web page.
7. Provide a list of local resources for home visitors to be submitted with the Monthly Agency Report.

Submittals shall be sent to CHSS who will submit to the MIECHV Community Coordinator.

EXHIBIT B

FEE SCHEDULE/PAYMENT TERMS

CHSS will pay Subgrantee in an amount not to exceed a sum of \$97,751.00 to provide services as described in Exhibit A, Scope of Services.

Subgrantee will submit an invoice for Home Visiting Collaboration Services to CHSS 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. CHSS agrees to pay Subgrantee all properly documented invoices for accepted work within two weeks from receipt of payment from ADHS. A detailed listing of expenses to be reimbursed by CHSS 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 obligation on behalf of CHSS. Subgrantee assumes sole responsibility for reimbursement to CHSS 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 CHSS and/or independent auditors' access to its records and financial statements as necessary for CHSS to comply with the requirement of all Generally Accepted Auditing Standards (GAAS). This Subgrant is subject to ongoing availability of all funding source. A reduction, delay or elimination of funding may, in turn, result in CHSS delaying payment to the Subgrantee, reducing payment to the Subgrantee commensurate with reduction in scope work, and/or terminating this Subgrant.

EXHIBIT C

CHSS RESPONSIBILITIES

Administration

The Prevention Services Director for CHSS 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 CHSS Prevention Services Director and/or the CHSS Financial Department Manager. At its discretion, CHSS may require corrective action when it is determined that the Subgrantee is out of compliance with the terms of the Subcontract or is not provided services as outlines in the proposal for services as contractually required by MIECHV. 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.

INTERAGENCY SUBCONTRACT AGREEMENT DETERMINATION

Re: Subcontract Agreement to provide the "Maternal Infant Childhood Home Visiting Program" through direct service outreach to and recruitment of woman giving birth at Sierra Vista Regional Health Center (SVRHC) into the Cochise Health & Social Services, Child & Family Resources, and Easter Seals Blake Foundation's Home Visiting Programs; and coordination of this collaboration between agencies, including running meetings, providing community marketing to raise awareness of availability of home visiting services and planning/scheduling training events for home visiting staff of all agencies; between the Child & Family Resources 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 29th day of August, 2013.

EDWARD G. RHEINHEIMER
Cochise County Attorney

By: Terry Bannion
Terry Bannion
Deputy County Attorney