

COCHISE COUNTY GRANT APPROVAL FORM

Form Initiator: Jennifer Steiger

Date Prepared: Aug 4, 2014

Point of Contact: Jennifer Steiger

Phone Number: 432-9402

Department: Health

PRIMARY GRANT

Primary Grantor: Easter Seals Blake Foundation

CFDA: www.CFDA.gov

Grant Title: First Things First, Parents As Teachers

Grant Term From: Jul 1, 2013

To: Jun 30, 2014

Total Award Amount: 231,760

New Grant: Yes No

Grant No.: RFGA# FTF-RC002-13-0385-03

Amendment No.: n/a Renewal

Funding No.: 244

If new, Finance will assign a funding number.

Strategic Plan: Health & Wellbeing

District: CW

Mandated by Law? Yes No

Number of Positions Funded: 5

Asset(s) Acquired:

Briefly describe the purpose of the 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.

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

Mandated by ADHS

PRIMARY FUNDING SOURCE:

Funding Year: Federal Funds 332.100

State Funds 336.100

County Funds 391.000

Other Funds:

Total Funds:

Funding Year: Federal Funds 332.100

State Funds 336.100

County Funds 391.000

Other Funds:

Total Funds:

Funding Year: Federal Funds 332.100

State Funds 336.100

County Funds 391.000

Total Revenue:

Has this amount been budgeted? Yes No

Method of collecting funds: Lump Sum Quarterly Draw Reimbursement

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

(a) Total A-87 Cost Allocation: (b) Amount of overhead allowed by grant:

County Subsidy (a) - (b):

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

If yes, dollar amount or percentage allowed:

Second Grantor: n/a

Grant Term From: To:

Secondary Award Amount:

Grant No.:

Amendment No.:

Funding Year: Federal Funds 332.100

State Funds 336.100

County Funds 391.000

Other Funds:

Funding Year: Federal Funds 332.100

State Funds 336.100

County Funds 391.000

Other Funds:

Total Revenue:

Has this amount been budgeted? Yes No

Method of collecting funds: Lump Sum Quarterly Draw Reimbursement

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

(a) Total A-87 Cost Allocation: (b) Amount of overhead allowed by grant:

County Subsidy (a) - (b):

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

If yes, dollar amount or percentage allowed:

Is County match required? Yes No

County Match Source:

County match dollar amount or percentage:

Signature:

Board Approval:

Date

[Print Form](#)

[Submit by Email to Finance](#)

Please e-mail completed form to FinanceIdevore@cochise.az.gov.

NOTE: Once approved by the Board of Supervisors, the department is responsible for sending a copy of the fully executed grant document to the Finance Department

Executive Summary Form

Agenda Number: FIRST THINGS FIRST, FY 14-15

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, \$231,760 for the period of 7/1/2014-6/30/2015.

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 the past 20 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 the 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 5 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 \$231,760.

The net county subsidy is calculated as follows:

Budgeted Salaries/EREs		184,926
A--87 Overhead at	44.44%	82,181
Collected Overhead at	10.00% of direct service costs	<u>21,069</u>
Net County Subsidy		61,112

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, 2014 – June 30, 2015**

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 7756 E. Broadway Blvd., Suite C200, 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-RC002-13-0385-03, 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 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 \$231,760 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
July 1, 2014 – June 30, 2015**

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 time during the term of this Sub-contract 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
PARENTS AS TEACHERS
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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, 2014 and will terminate June 30, 2015. 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: Mary Gomez
TITLE: CHSS Director
DATE: 7/16/14

Easter Seals Blake Foundation

BY: _____
TITLE: _____
DATE: _____

SUBGRANT AGREEMENT RENEWAL DETERMINATION

Re: Subgrant Agreement renewal 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 renewal, 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 July, 2014.

EDWARD G. RHEINHEIMER
Cochise County Attorney

By: Terry Bannon
Terry Bannon
Deputy County Attorney