INTERGOVERNMENTAL AGREEMENT (IGA)

Contract No. ADHS13-028437

ARIZONA DEPARTMENT OF HEALTH SERVICES
1740 West Adams, Room 303
Phoenix, Arizona 85007
(602) 542-1040
(602) 542-1741 FAX

Project Title: Maternal, Infant, and Early Childhood Home Visiting **Begin Date:** 8/1/12

Geographic Service Area: Gila County **Termination Date:** 7/31/17

Arizona Department of Health Services has authority to contract for services specified herein in accordance with A.R.S. §§ 11-951, 11-952, 36-104 and 36-132. The Contractor represents that it has authority to contract for the performance of the services provided herein pursuant to:

- [X] **Counties: A.R.S. §§ 11-201, 11-951, 11-952 and 36-182.**
- [ ] **Indian Tribes: A.R.S. §§ 11-951, 11-952 and the rules and sovereign authority of the contracting Indian Nation.**
- [ ] **School Districts: A.R.S. §§ 11-951, 11-952, and 15-342.**
- [ ] **City of Phoenix: Chapter II, §§ 1 & 2, Charter, City of Phoenix.**
- [ ] **City of Tempe: Chapter 1, Article 1, §§ 1.01 & 1.03, Charter, City of Tempe.**

Amendments signed by each of the parties and attached hereto are hereby adopted by reference as a part of this Contract, from the effective date of the Amendment, as if fully set out herein.

Arizona Transaction (Sales) Privilege: _____

Federal Employer Identification No.: _____

Tax License No.: _____

Contractor Name: Gila County Division of Health

Address: 1400 E. Ash Street
Globe, AZ 85501

FOR CLARIFICATION, CONTACT:

Name: Michael O'Driscoll

Phone: 928-425-0794

FAX No: 928-425-0794

CONTRACTOR SIGNATURE:
The Contractor agrees to perform all the services set forth in the Agreement and Work Statement.

Tommie C Martin 8/20/12
Signature of Person Authorized to Sign Date

Tommie C. Martin, Chairman
Print Name and Title
Board of Supervisors

This Contract shall henceforth be referred to as Contract No. ADHS13-028437. The Contractor is hereby cautioned not to commence any billable work or provide any material, service or construction under this Contract until Contractor receives a fully executed copy of the Contract.

State of Arizona

Signed this _____ **day of** _____, **2012**

Procurement Officer

CONTRACTOR ATTORNEY SIGNATURE:
Pursuant to A.R.S. § 11-952, the undersigned Contractor's Attorney has determined that this Intergovernmental Agreement is in proper form and is within the powers and authority granted under the laws of Arizona.

Bryan Chambers 9/20/2012
Signature of Person Authorized to Sign Date

Bryan Chambers, Chief Deputy
Print Name and Title Gila County Attorney

RESERVED FOR USE BY THE SECRETARY OF STATE

Under House Bill 2011, A.R.S. § 11-952 was amended to remove the requirement that Intergovernmental Agreements be filed with the Secretary of State.

Attorney General Contract, No. P0012012000033, which is an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952 by the undersigned Assistant Attorney General, who has determined that it is in the proper form and is within the powers granted under the laws of the State of Arizona to those parties to the Agreement represented by the Attorney General.

The Attorney General, BY:

_____
Signature **Date**
Assistant Attorney General

1. **Definition of Terms.** As used in this Contract, the terms listed below are defined as follows:

1.1 *"Attachment"* means any document attached to the Contract and incorporated into the Contract.

1.2 *"ADHS"* means Arizona Department of Health Services.

1.3 *"Budget Term"* means the period of time for which the contract budget has been created and during which funds should be expended.

1.4 *"Change Order"* means a written order that is signed by a Procurement Officer and that directs the Contractor to make changes authorized by the Uniform Terms and Conditions of the Contract.

1.5 *"Contract"* means the combination of the Uniform and Special Terms and Conditions, the Specifications and Statement or Scope of Work, Attachments, Referenced Documents, any Contract Amendments and any terms applied by law.

1.6 *"Contract Amendment"* means a written document signed by the Procurement Officer and the Contractor that is issued for the purpose of making changes in the Contract.

1.7 *"Contractor"* means any person who has a Contract with the Arizona Department of Health Services.

1.8 *"Cost Reimbursement"* means a contract under which a contractor is reimbursed for costs, which are reasonable, allowable and allocable in accordance with the contract terms and approved by ADHS.

1.9 *"Days"* means calendar days unless otherwise specified.

1.10 *"Fixed Price"* establishes a set price per unit of service. The set price shall be based on costs, which are reasonable, allowable and allocable.

1.11 *"Gratuity"* means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.

1.12 *"Materials"* unless otherwise stated herein, means all property, including but not limited to equipments, supplies, printing, insurance and leases of property.

1.13 *"Procurement Officer"* means the person duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract.

1.14 *"Purchase Order"* means a written document that is signed by a Procurement Officer, that requests a vendor to deliver described goods or services at a specific price and that, on delivery and acceptance of the goods or services by ADHS, becomes an obligation of the State.

1.15 *"Services"* means the furnishing of labor, time or effort by a Contractor or Subcontractor.

1.16 *"Subcontract"* means any contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of this Contract.

1.17 *"State"* means the State of Arizona and/or the ADHS. For purposes of this Contract, the term "State" shall not include the Contractor.

2. **Contract Type.**

This Contract shall be:

___X___ Cost Reimbursement

3. **Contract Interpretation.**

3.1 Arizona Law. The law of Arizona applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona.

3.2 Implied Contract Terms. Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.

3.3 Contract Order of Precedence. In the event of a conflict in the provisions of the Contract, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:

3.3.1 Terms and Conditions;

3.3.2 Statement or Scope of Work;

3.3.3 Attachments;

3.3.4 Referenced Documents.

3.4 Relationship of Parties. The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.

3.5 Severability. The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.

3.6 No Parole Evidence. This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document.

3.7 No Waiver. Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

3.8 Headings. Headings are for organizational purposes only and shall not be interpreted as having legal significance or meaning.

4. **Contract Administration and Operation.**

4.1 Term. As indicated on the signature page of the Contract, the Contract shall be effective as of the Begin Date and shall remain effective until the Termination Date.

4.2 Contract Renewal. This Contract shall not bind, nor purport to bind, the State for any contractual commitment in excess of the original Contract period. The term of the Contract shall not exceed five years. However, if the original Contract period is for less than five years, the State shall have the right, at its sole option, to renew the Contract, so long as the original Contract period together with the renewal periods does not exceed five years. If the State exercises such rights, all terms, conditions and provisions of the original Contract shall remain the same and apply during the renewal period with the exception of price and Scope of Work, which may be renegotiated.

4.3 New Budget Term. If a budget term has been completed in a multi-term Contract, the parties may agree to

change the amount and type of funding to accommodate new circumstances in the next budget term. Any increase or decrease in funding at the time of the new budget term shall coincide with a change in the Scope of Work or change in cost of services as approved by the Arizona Department of Health Services.

4.4 Non-Discrimination. The Contractor shall comply with State Executive Order No. 2009-09 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.

4.5 Records and Audit. Under A.R.S. § 35-214 and A.R.S. § 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other records ("records") relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit by the State and where applicable the Federal Government at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.

4.6 Financial Management. For all contracts, the practices, procedures, and standards specified in and required by the Accounting and Auditing Procedures Manual for the ADHS funded programs shall be used by the Contractor in the management of Contract funds and by the State when performing a Contract audit. Funds collected by the Contractor in the form of fees, donations and/or charges for the delivery of these Contract services shall be accounted for in a separate fund.

4.6.1 *Federal Funding*. Contractors receiving federal funds under this Contract shall comply with the certified finance and compliance audit provision of the Office of Management and Budget (OMB) Circular A-133, if applicable. The federal financial assistance information shall be stated in a Change Order or Purchase Order.

4.6.2 *State Funding*. Contractors receiving state funds under this Contract shall comply with the certified compliance provisions of A.R.S. § 35-181.03.

4.7 Inspection and Testing. The Contractor agrees to permit access, at reasonable times, to its facilities.

4.8 Notices. Notices to the Contractor required by this Contract shall be made by the State to the person indicated on the signature page by the Contractor, unless otherwise stated in the Contract. Notices to the State required by the Contract shall be made by the Contractor to an ADHS Procurement Officer, unless otherwise stated in the Contract. An authorized ADHS Procurement Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice, and an amendment to the Contract shall not be necessary.

4.9 Advertising and Promotion of Contract. The Contractor shall not advertise or publish information for commercial benefit concerning this Contract without the prior written approval of an ADHS Procurement Officer.

4.10 Property of the State.

4.10.1 *Equipment*. Except as provided below or otherwise agreed to by the parties, the title to any and all equipment acquired through the expenditure of funds received from the State shall remain the property of the State by and through the ADHS and, as such, shall remain under the sole direction, management and control of the ADHS. When this Contract is terminated, the disposition of all such property shall be determined by the ADHS. For Fixed Price contracts, when the Contractor provides the services/materials required by the Contract, any and all equipment purchased by the Contractor remains the property of the Contractor. All purchases of equipment need to be reported to the ADHS Office of Inventory Control.

4.10.2 *Title and Rights to Materials*. As used in this section, the term "Materials" means all products created or produced by the Contractor under this Contract, including, but not limited to: written and electronic information, recordings, reports, research, research findings, conclusions, abstracts, results, software, data and any other intellectual property or deliverables created, prepared, or received by the Contractor in performance of this Contract. Contractor acknowledges that all

Materials are the property of the State by and through the ADHS and, as such, shall remain under the sole direction, management and control of the ADHS. The Contractor is not entitled to a patent or copyright on these Materials and may not transfer a patent or copyright on them to any other person or entity. To the extent any copyright in any Materials may originally vest in the Contractor, the Contractor hereby irrevocably transfers to the ADHS, for and on behalf of the State, all copyright ownership. The ADHS shall have full, complete and exclusive rights to reproduce, duplicate, adapt, distribute, display, disclose, publish, release and otherwise use all Materials. The Contractor shall not use or release these Materials without the prior written consent of the ADHS. When this Contract is terminated, the disposition of all such Materials shall be determined by the ADHS. Further, the Contractor agrees to give recognition to the ADHS for its support of any program when releasing or publishing program Materials.

Notwithstanding the above, if the Contractor is a State agency, the following shall apply instead: It is the intention of ADHS and Contractor that all material and intellectual property developed under this Agreement be used and controlled in ways to produce the greatest benefit to the parties to this Contract and the citizens of the State of Arizona. As used in this paragraph, "Material" means all written and electronic information, recordings, reports, findings, research information, abstracts, results, software, data, discoveries, inventions, procedures and processes of services developed by the Contractor and any other materials created, prepared or received by the Contractor and subcontractors in performance of this Agreement. "Material" as used herein shall not include any pre-existing data, information, materials, discoveries, inventions or any form of intellectual property invented, created, developed or devised by Contractor (or its employees, subcontractors or agents) prior to the commencement of the services funded by this Agreement or that may result from Contractor's involvement in other service activities that are not funded by the Agreement.

Title and exclusive copyright to all Material shall vest in the State of Arizona, subject to any rights reserved on behalf of the federal government. As State agencies and instrumentalities, both ADHS and Contractor shall have full, complete, perpetual, irrevocable and non-transferable rights to reproduce, duplicate, adapt, make derivative works, distribute, display, disclose, publish and otherwise use any and all Material. The Contractor's right to use Material shall include the following rights: the right to use the Material in connection with its internal, non-profit research and educational activities, the right to present at academic or professional meetings or symposia and the right to publish in journals, theses, dissertations or otherwise of Contractor's own choosing. Contractor agrees to provide ADHS with a right of review prior to any publication or public presentation of the Material, and ADHS shall be entitled to request the removal of its confidential information or any other content the disclosure of which would be contrary to the best interest of the State of Arizona. Neither party shall release confidential information to the public without the prior expressly written permission of the other, unless required by the State public records statutes or other law, including a court order. Each party agrees to give recognition to the other party in all public presentations or publications of any Material, when releasing or publishing them.

In addition, ADHS and Contractor agree that any and all Material shall be made freely available to the public to the extent it is in the best interest of the State. However, if either party wants to license or assign an intellectual property interest in the material to a third-party for monetary compensation, ADHS and Contractor agree to convene to determine the relevant issues of title, copyright, patent and distribution of revenue. In the event of a controversy as to whether the Material is being used for monetary compensation or in a way that interferes with the best interest of the state or ADHS, then the Arizona Department of Administration shall make the final decision. Notwithstanding the above, "monetary compensation' does not include compensation paid to an individual creator for traditional publications in academia (the copyrights to which are Employee-Excluded Works under ABOR Intellectual Property Policy Section 6-908C.4.), an honorarium or other reimbursement of expenses for an academic or professional presentation, or an unprofitable distribution of Material.

4.11 E-Verify Requirements In accordance with A.R.S. § 41-4401, Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A.

4.12 Scrutinized Businesses In accordance with A.R.S. § 35-391 and A.R.S. § 35-393, Contractor certifies that the Contractor does not have scrutinized business operations in Sudan or Iran.

4.13 Federal Immigration and Nationality Act The Contractor shall comply with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the Contract. Further, the Contractor shall flow down this requirement to all subcontractors utilized during the term of the Contract. The State shall retain the right to perform random audits of Contractor and subcontractor records or to inspect papers of any employee thereof to ensure compliance. Should the State determine that the Contractor and/or any subcontractors be found noncompliant, the State may pursue all remedies allowed by law, including, but not limited to; suspension of work, termination of the Contract for default and suspension and/or debarment of the Contractor.

5. Costs and Payments

5.1 Payments. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate Contractor's Expenditure Report for payment from the State within thirty (30) days, as provided in the Accounting and Auditing Procedures Manual for the ADHS.

5.2 Recoupment of Contract Payments.

5.2.1 *Unearned Advanced Funds.* Any unearned State funds that have been advanced to the Contractor and remain in its possession at the end of each budget term, or at the time of termination of the Contract, shall be refunded to the ADHS within forty-five (45) days of the end of a budget term or of the time of termination.

5.2.2 *Contracted Services.* In a fixed price contract, if the number of services provided is less than the number of services for which the Contractor received compensation, funds to be returned to the ADHS shall be determined by the Contract price. Where the price is determined by cost per unit of service or material, the funds to be returned shall be determined by multiplying the unit of service cost by the number of services the Contractor did not provide during the Contract term. Where the price for a deliverable is fixed, but the deliverable has not been completed, the Contractor shall be paid a pro rata portion of the completed deliverable. In a cost reimbursement contract, the ADHS shall pay for any costs that the Contractor can document as having been paid by the Contractor and approved by ADHS. In addition, the Contractor will be paid its reasonable actual costs for work in progress as determined by Generally Accepted Accounting Procedures up to the date of contract termination.

5.2.3 *Refunds.* Within forty-five (45) days after the end of each budget term or of the time of termination of the Contract, the Contractor shall refund the greater of: i) the amount refundable in accordance with paragraph 4.2.1, Unearned Advanced Funds; or ii) the amount refundable in accordance with paragraph 5.2.2, Contracted Services.

5.2.4 *Unacceptable Expenditures.* The Contractor agrees to reimburse the ADHS for all Contract funds expended, which are determined by the ADHS not to have been disbursed by the Contractor in accordance with the terms of this Contract. The Contractor shall reimburse ADHS within 45 days of the determination of unacceptability.

5.3 Unit Costs/Rates or Fees. Unit costs/rates or fees shall be based on costs, which are determined by ADHS to be reasonable, allowable and allocable as outlined in the Accounting and Auditing Procedures Manual for the ADHS.

5.4 Applicable Taxes.

5.4.1 *State and Local Transaction Privilege Taxes.* The State of Arizona is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect taxes from the buyer does not relieve the seller from its obligation to remit taxes.

5.4.2 *Tax Indemnification.* The Contractor and all subcontractors shall pay all federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall require all subcontractors to hold the State harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs, including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

5.4.3 *I.R.S. W9 Form.* In order to receive payment under any resulting Contract, the Contractor shall have a current I.R.S. W9 Form on file with the State of Arizona.

5.5 Availability of Funds for the Next Fiscal Year. Funds may not be presently available for performance under this Contract beyond the first year of the budget term or Contract term. The State may reduce payments or terminate this Contract without further recourse, obligation or penalty in the event that insufficient funds are appropriated in the subsequent budget term. The State shall not be liable for any purchases or Subcontracts entered into by the Contractor in anticipation of such funding. The Procurement Officer shall have the discretion in determining the availability of funds.

5.6 Availability of Funds for the Current Contract Term. Should the State Legislature enter back into session and decrease the appropriations through line item or general fund reductions, or for any other reason these goods or services are not funded as determined by ADHS, the following actions may be taken by ADHS:

5.6.1 Accept a decrease in price offered by the Contractor;

5.6.2 Reduce the number of goods or units of service and reduce the payments accordingly;

5.6.3 Offer reductions in funding as an alternative to Contract termination; or

5.6.4 Cancel the Contract.

6. Contract Changes

6.1 Amendments, Purchase Orders and Change Orders. This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment, Purchase Order and/or Change Order within the scope of the Contract, unless the change is administrative or otherwise permitted by the Special Terms and Conditions. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by an unauthorized State employee or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized Contract Amendments, Purchase Orders and/or Change Orders, shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.

6.2 Subcontracts. The Contractor shall not enter into any subcontract under this Contract without the advance written approval of the Procurement Officer. The subcontract shall incorporate by reference all material and applicable terms and conditions of this Contract.

6.3 Assignments and Delegation. The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. The State shall not unreasonably withhold approval.

7. **Risk and Liability**

7.1 Risk of Loss. The Contractor shall bear all loss of conforming material covered under this Contract until received and accepted by authorized personnel at the location designated in the Purchase Order, Change Order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.

7.2 Mutual Indemnification. Each party (as "indemnitor") agrees to indemnify, defend and hold harmless the other party (as "indemnitee") from and against any and all claims, losses, liability, costs or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such claims, which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees or volunteers.

7.3 Indemnification - Patent and Copyright. To the extent permitted by A.R.S. § 41-621 and A.R.S. § 35-154, the Contractor shall indemnify and hold harmless the State against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of performance of the Contract or use by the State of materials furnished by or work performed under this Contract. The State shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph.

7.4 Force Majeure.

7.4.1 *Liability and Definition*. Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "*force majeure*" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; acts of terrorism; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-interventions not caused by or resulting from the act or failure to act of the parties; failures or refusals to act by government authority not caused by or resulting from the act or failure to act of the parties; and other similar occurrences beyond the control of the party declaring force majeure, which such party is unable to prevent by exercising reasonable diligence.

7.4.2 *Exclusions*. Force Majeure shall not include the following occurrences:

7.4.2.1 Late delivery of Materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;

7.4.2.2 Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or

7.4.2.3 Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.

7.4.3 *Notice*. If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day of the commencement thereof, and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that the results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

7.4.4 *Default.* Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that, such delay or failure is caused by force majeure.

7.5 Third Party Antitrust Violations. The Contractor assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor for or toward the fulfillment of this Contract.

8. **Description of Materials** The following provisions shall apply to Materials only:

8.1 Liens. The Contractor agrees that the Materials supplied under this Contract are free of liens. In the event the Materials are not free of liens, Contractor shall pay to remove the lien and any associated damages or replace the Materials with Materials free of liens.

8.2 Quality. Unless otherwise modified elsewhere in these terms and conditions, the Contractor agrees that, for one year after acceptance by the State of the Materials, they shall be:

8.2.1 Of a quality to pass without objection in the Contract description;

8.2.2 Fit for the intended purposes for which the Materials are used;

8.2.3 Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;

8.2.4 Adequately contained, packaged and marked as the Contract may require; and

8.2.5 Conform to the written promises or affirmations of fact made by the Contractor.

8.3 Inspection/Testing. Subparagraphs 8.1 through 8.2 of this paragraph are not affected by inspection or testing of or payment for the Materials by the State.

8.4 Compliance With Applicable Laws. The Materials and services supplied under this Contract shall comply with all applicable federal, state and local laws, and the Contractor shall maintain all applicable license and permit requirements.

8.5 Survival of Rights and Obligations After Contract Expiration and Termination.

8.5.1 *Contractor's Representations.* All representations and warranties made by the Contractor under this Contract in paragraphs 7 and 8 shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12.510, except as provided in A.R.S. § 12-529, the State is not subject to or barred by any limitations of actions prescribed in A.R.S. Title 12, Chapter 5.

8.5.2 *Purchase Orders and Change Orders.* Unless otherwise directed in writing by the Procurement Officer, the Contractor shall fully perform and shall be obligated to comply with all Purchase Orders and Change Orders received by the Contractor prior to the expiration or termination hereof, including, without limitation, all Purchase Orders and Change Orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

9. **State's Contractual Remedies**

9.1 Right to Assurance. If the State, in good faith, has reason to believe that the Contractor does not intend to, or is unable to, perform or continue performing under this Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the State's option, be the basis for terminating the Contract.

9.2 Stop Work Order.

9.2.1 *Terms.* The State may, at any time, by written order to the Contractor, require the Contractor to stop all or any part of the work called for by this Contract for a period up to ninety (90) Days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.

9.2.2 *Cancellation or Expiration.* If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.

9.3 Non-exclusive Remedies. The rights and remedies of ADHS under this Contract are not exclusive, and ADHS is entitled to all rights and remedies available to it, including those under the Arizona Uniform Commercial Code and Arizona common law.

9.4 Right of Offset. The State shall be entitled to offset against any sums due the Contractor in any Contract with the State or damages assessed by the State because of the Contractor's non-conforming performance or failure to perform this Contract. The right to offset may include, but is not limited to, a deduction from an unpaid balance and a collection against the bid and/or performance bonds. Any offset taken for damages assessed by the State shall represent a fair and reasonable amount for the actual damages and shall not be a penalty for non-performance.

10. Contract Termination

10.1 Cancellation for Conflict of Interest. Pursuant to A.R.S. § 38-511, the State may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State is, or becomes at any time while the Contract or an extension of the Contract is in effect, an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation, unless the notice specifies a later time. If the Contractor is a political subdivision of the State, it may also cancel this Contract as provided in A.R.S. § 38-511.

10.2 Gratuities. The State may, by written notice, terminate this Contract, in whole or in part, if the State determines that employment or a Gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the State for the purpose of influencing the outcome of the procurement, securing the Contract or an Amendment to the Contract, or receiving favorable treatment concerning the Contract, including the making of any determination or decision about Contract performance. The State, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the Contractor.

10.3 Suspension or Debarment. The State may, by written notice to the Contractor, immediately terminate this Contract if the State determines that the Contractor or its subcontractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body.

10.4 Termination without Cause.

10.4.1 Both the State and the Contractor may terminate this Contract at any time with thirty (30) days notice in writing specifying the termination date. Such notices shall be given by personal delivery or by certified mail, return receipt requested.

10.4.2 If the Contractor terminates this Contract, any monies prepaid by the State, for which no service or benefit was received by the State, shall be refunded to the State within 5 days of the termination notice. In addition, if the Contractor terminates the Contract, the Contractor shall indemnify the State for any sanctions imposed by the funding source as a result of the Contractor's failure to complete the Contract.

10.4.3 If the State terminates this Contact pursuant to this Section, the State shall pay the Contractor the Contract price for all Services and Materials completed up to the date of termination. In a fixed price contract, the State shall pay the amount owed for the Services or Materials by multiplying the unit of service or item cost by the number of unpaid service units or items. In a cost reimbursement contract, the ADHS shall pay for any costs that the Contractor can document as having been paid by the Contractor and approved by ADHS. In addition, the Contractor will be paid its reasonable actual costs for work in progress as determined by GAAP up to the date of termination. Upon such termination, the Contractor shall deliver to the ADHS all deliverables completed. ADHS may require Contractor to negotiate the terms of any remaining deliverables still due.

10.5 Mutual Termination. This Contract may be terminated by mutual written agreement of the parties specifying the termination date and the terms for disposition of property and, as necessary, submission of required deliverables and payment therein.

10.6 Termination for Default. The State reserves the right to terminate the Contract in whole or in part due to the failure of the Contractor to comply with any material obligation, term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. In the event the ADHS terminates the Contract in whole or in part as provided in this paragraph, the ADHS may procure, upon such terms and in such manner as deemed appropriate, Services or Materials, similar to those terminated, and Contractor shall be liable to the ADHS for any excess costs incurred by the ADHS in obtaining such similar Services or Materials.

10.7 Continuation of Performance through Termination. Upon receipt of the notice of termination and until the effective date of the notice of termination, the Contractor shall perform work consistent with the requirements of the Contract and, if applicable, in accordance with a written transition plan approved by the ADHS. If the Contract is terminated in part, the Contractor shall continue to perform the Contract to the extent not terminated. After receiving the notice of termination, the Contractor shall immediately notify all subcontractors, in writing, to stop work on the effective date of termination, and on the effective date of termination, the Contractor and subcontractors shall stop all work.

10.8 Disposition of Property. Upon termination of this Contract, all property of the State, as defined herein, shall be delivered to the ADHS upon demand.

11. **Arbitration** Pursuant to A.R.S. § 12-1518, disputes under this Contract shall be resolved through the use of arbitration when the case or lawsuit is subject to mandatory arbitration pursuant to rules adopted under A.R.S. § 12 -133.

12. **Communication**

12.1 Program Report. When reports are required by the Contract, the Contractor shall provide them in the format approved by ADHS.

12.2 Information and Coordination. The State will provide information to the Contractor pertaining to activities that affect the Contractor's delivery of services, and the Contractor shall be responsible for coordinating their activities with the State's in such a manner as not to conflict or unnecessarily duplicate the State's activities. As the work of the Contractor progresses, advice and information on matters covered by the Contract shall be made available by the Contractor to the State throughout the effective period of the Contract.

13. **Client Grievances** If applicable, the Contractor and its subcontractors shall use a procedure through which clients may present grievances about the operation of the program that result in the denial, suspension or reduction of services provided pursuant to this Contract and which is acceptable to and approved by the State.

14. **Sovereign Immunity** Pursuant to A.R.S. § 41-621(O), the obtaining of insurance by the State shall not be a waiver of any sovereign immunity defense in the event of suit.

15. **Fingerprint and Certification Requirements/Juvenile Services.**

15.1 Paid and Unpaid Personnel. Pursuant to A.R.S. § 36-425.03, the Contractor shall ensure that all paid and unpaid personnel who are required or are allowed to provide Services directly to juveniles have obtained fingerprint clearance cards in accordance with A.R.S. § 41-1758 et. seq.

15.2 Costs. The Contractor shall assume the costs of fingerprint certifications and may charge these costs to its fingerprinted personnel.

16. **Administrative Changes** The Procurement Officer, or authorized designee, reserves the right to correct any obvious clerical, typographical or grammatical errors, as well as errors in party contact information (collectively, "Administrative Changes"), prior to or after the final execution of a Contract or Contract Amendment. Administrative Changes subject to permissible corrections include: misspellings, grammar errors, incorrect addresses, incorrect Contract Amendment numbers, pagination and citation errors, mistakes in the labeling of the rate as either extended or unit, and calendar date errors that are illogical due to typographical error. The Procurement Office shall subsequently send to the Contractor notice of corrections to administrative errors in a written confirmation letter with a copy of the corrected Administrative Change attached.

17. **Survival of Terms After Termination or Cancellation of Contract** All applicable Contract terms shall survive and apply after Contract termination or cancellation to the extent necessary for Contractor to complete and for the ADHS to receive and accept any final deliverables that are due after the date of the termination or cancellation.

18. **Health Insurance Portability and Accountability Act of 1996 (HIPAA)** The Contractor 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 Contract. Contractor warrants that it will cooperate with the Arizona Department of Health Services (ADHS) in the course of performance of the Contract so that both ADHS and Contractor will be in compliance with HIPAA, including cooperation and coordination with the Government Information Technology Agency (GITA), Statewide Information Security and Privacy Office (SISPO) Chief Privacy Officer and HIPAA Coordinator and other compliance officials required by HIPAA and its regulations. Contractor will sign any documents that are reasonably necessary to keep ADHS and Contractor in compliance with HIPAA, including, but not limited to, business associate agreements.

If requested by the ADHS Procurement Office, Contractor 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, Contractor agrees to attend or participate in HIPAA training offered by ADHS or to provide written verification that the Contractor has attended or participated in job related HIPAA training that is: (1) intended to make the Contractor 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 GITA/SISPO Chief Privacy Officer and HIPAA Coordinator.

19. **Comments Welcome** The ADHS Procurement Office periodically reviews the Uniform Terms and Conditions and welcomes any comments you may have. Please submit your comments to: ADHS Procurement Administrator, Arizona Department of Health Services, 1740 West Adams, Suite 303, Phoenix, Arizona, 85007.

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. "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.
6. "HRSA" refers to Health Resources and Services Administration.
7. "MIECHV" is the Maternal, Infant, and Early Childhood Home Visiting Program.
8. "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.
9. "Priority Populations" for the purpose of this document refers to the Priority Populations outlined by HRSA including but not limited to; those which 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.
10. "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 contractors to ensure that the State is in compliance with all grant requirements.
11. "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.
12. "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.
13. "Task Force" refers to the Early Childhood Home Visiting Task Force.

B. Background

The 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 the Bureau administers the ACA MIECHV federal grant funded by HRSA.

In October 2009, the Arizona Early Childhood Development and Health Board, also known as First Things First, along with the ADHS, ADES and 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, the state agencies that provide early childhood home visiting decided to convene a group to begin work on the grant opportunity. Included in this group is 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, which is housed in 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 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 evidence based 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; and
5. Efficiently refer community members across programs.

C. Objective

The objective of this agreement is to support local "target communities" to build capacity to provide home visiting services to at-risk families. Gila County will support coordinated home visiting service delivery, sharing of resources and information, and efficiently referring community members across programs.

D. Tasks

The Contractor shall:

1. Fund a full-time position in the Gila County Health Department to serve as a Home Visiting Coordinator for the area. Duties will include:
   - 1.1 Promoting communication among home visiting service providers;
   - 1.2 Creating and strengthening the referral system within the community;
   - 1.3 Supporting the development of regional coalitions to develop sustainable partnerships;
   - 1.4 Setting up meetings, inviting members, and supporting coalitions systems work;

1.5 Developing a communication structure to improve collaboration (include website);

1.6 Setting up a website for community home visiting programs and submiting to ADHS for prior approval;

1.7 Developing a comprehensive list of available home visiting services, their characteristics and strengths, and target populations;

1.8 Promoting community acceptance of home visiting through information on the website as well as other outreach activities;

1.9 Identifying the number and composition of current regional coalitions;

1.10 Strengthening or establishing linkages and referral protocols among home visiting programs and community based providers;

1.11 Adding and maintaining lists of identified resources for home visiting to the web page;

1.12 Identifying strategies to improve care coordination;

1.13 Identifying training needs in collaboration with local coalitions, completing the MIECHV TEMPLATE FOR COURSE DEVELOPMENT (Attachment A), plan and advertise training, evaluate training.

1.14 Updating the web page with meeting information, local training and links to resources;

1.15 Researching online training opportunities and update on the Home Visiting website;

1.16 Developing a coalition action plan in collaboration with local partners;

2. Assisting the primary community in identifying successful strategies to develop local infrastructure for home visiting.

3. Coordinating efforts between local home visiting and social service programs, and working with these programs to establish professional development opportunities.

4. Exploring the possibility of providing scholarship grants to support professional training for local residents.

5. Working with local community colleges and universities to bring additional training opportunities to the community.

6. Exploring the possibility of creating shared full-time positions among local agencies so that therapists will have adequate work and sufficient salary to support a move to the area.

7. Exploring teledentistry and telemedicine options for the community.

8. Developing a home visiting coalition with the goal of building sustainability and expanding reach through the sharing of training resources.

9. Providing and maintaining a list of local training opportunities on the website so that home visitors have a consistent and reliable place to identify local training opportunities.

10. Providing and maintaining links to online training opportunities on the website.

11. Working with ADHS to schedule training that is needed locally either in person, or utilizing the I-Link system (ADHS will provide the link).

12. Updating the website for home visiting. The purpose of the website would be to improve communication among local providers and educate the public about the benefits of home visiting and local resources.

13. Supporting a Home Visiting Coalition that can collectively position itself for grant funding by developing grant materials in advance and utilizing the Home Visiting Coordinator to research opportunities on grant websites.

14. Working with First Things First to leverage funding and support community sustainability.

15. Establishing cultural competency training for local home visitors and service providers and submitting to ADHS for prior approval.

16. Preparing and submitting a monthly Contractor's Expenditure Report, in accordance with the established budget.

E. Requirements

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.

F. Reference Documents (on file at ADHS)

1. Supplemental Information Report (SIR).

2. Arizona's Maternal, Infant and Early Childhood Updated Plan.

3. Data Plan (upon completion by the ADHS evaluator).

4. Monthly Progress Report Forms.

5. Other required forms (upon completion by ADHS).

G. Deliverables

The Contractor shall submit the following to ADHS/BWCH:

1. Sign in sheets and the MIECHV TEMPLATE FOR COURSE DEVELOPMENT (Attachment A) for at least one (1) training by September 30 and up to five (5) annually. The completed sign in sheets shall be submitted monthly to ADHS/BWCH.

2. Monthly updates that have been loaded on the web page.

3. Minutes of monthly coalition meetings submitted to ADHS/BWCH on a monthly basis.

4. The Coalition Action Plan within ninety (90) days after effective date of the Agreement.

5. A list of local resources for home visitors submitted to ADHS/BWCH on a monthly basis.

H. Notices, Correspondence and Reports

1. Notices, correspondence and deliverables from the Contractor to ADHS shall be sent to:

   Arizona Department of Health Services
   Bureau of Women's and Children's Health
   Attn: MIECHV Program Manager
   150 N. 18th Ave. Suite 320
   Phoenix, AZ 85007
   Telephone 602-364-1400
   E-Mail: Maryellen.cunningham@azdhs.gov

2. Notices and correspondence from the ADHS to the Contractor shall be sent to:

   Gila County Division of Health and Community Services
   Attn: Michael O'Driscoll
   1400 E. Ash Street
   Globe, AZ 85501
   Telephone: (928) 425-0794

3. Payments from the ADHS to the Contractor shall be sent to:

   Gila County Health Department
   Attn: Michael O'Driscoll
   1400 E. Ash Street
   Globe, AZ 85501
   Telephone: (928) 425-0794

MIECHV TEMPLATE FOR COURSE DEVELOPMENT

Level: [ ] Awareness [ ] Performance [ ] Planning & Management	Participant Audience:
Core Competency Topic:	Tasks Being Addressed (Procedural, Process, Cognitive, etc.):
Knowledge and/or Skills to be Developed:	
Evidence of Learning (Knowledge and/or Skills):	
Course Description:	
Resource Materials:	

Learning Objectives:
Prerequisite(s):
Course Length: **Number of Units** **Number of Lessons/Modules in each unit:** **Number of Hours to cover each lesson:** **Total number of hours:**

Certificate or CEUs Offered:	**Course Delivery Methods (check all that apply):** [ ] Onsite [ ] Instructor-led [ ] Web-based [ ] Video [ ] Satellite course [ ] Interactive Video tele-training [ ] Video teleconferencing [ ] Computer-based/CD ROM [ ] Blended Learning [ ] Other _____
Subject Matter Experts Required:	**Course Developer:**
	Instructor Requirement:

MIECHV TEMPLATE FOR COURSE MODULES (LESSON PLAN)

COURSE: _____

UNIT: _____

NUMBER OF MODULES IN UNIT: _____

SEQUENCE OF MODULE: _____

MODULE OVERVIEW:

LENGTH OF MODULE:

OBJECTIVES:

Participants will:

SUPPLIES/RESOURCES NEEDED:

DETAILED INSTRUCTIONAL PLAN:

Introduction:

Guided Practice:

Independent Practice:

Assessment:

Extensions (e.g., websites, continuity assignments, table exercises, etc.):

Sources (Print and Web):

Course Levels

- Awareness level courses are designed for Home Visitors who would benefit from additional professional development in specific competency areas or topics to increase their basic skills in core competency areas.
- Performance level courses are designed for Home Visitors who have basic competency skills in a core competency area or topic, but would benefit from advanced professional development.
- Management & Planning level courses are designed for supervisors / administrators.

Core Competency Topics for Home Visitors
Conducting a broad psychosocial assessment of family needs and strengths
Well-developed observation skills
Well-developed inquiry skills
Proficient in using the prescribed assessment instruments and interpreting the findings (ASQ-3, ASQ-SE, Home Inventory, Edinburgh Depression Screening, etc.)
Knowledgeable about the indicators of child abuse and neglect potential
Able to effectively communicate assessment information
Developing a trusting relationship with parents as a model for the parent-child relationship
Communicating (listening, speaking, writing)
Culturally sensitive and competent (cultural responsiveness)
Warm, empathetic, respectful interactions
Maintaining a professional relationship with the pregnant mother/mother/parents/family
Recognize value and responsibility as a role model for parents
Manage own feelings and awareness of any bias
Continually conduct informal assessment of the family's needs and strengths through observation and inquiry
Work with the family to revise goals based on assessment process
Help parents develop skills to access a broad range of services to meet family needs; case management, follow through on referrals, and linkages to other agencies as needed
Help family to identify potential support and to develop a support network
Respond effectively to psychosocial stressors, such as environmental health issues or domestic abuse
Understanding of home visiting curriculum and delivery of curriculum while responding to family needs and crises
Determining when to increase or reduce the intensive of visiting based on specific family situations
Effective in developing and sharing relevant information with families (identification of goals, feedback about family's progress)
Convey to parents in a supportive manner concerns about sensitive issues such as potential abuse or substance abuse
Understand the boundaries of the role of home visitor
In-depth knowledge of what promotes optimal parent-child interaction and infant, toddler and child development
Effective in modeling and teaching parents to read the cues of their infants and young children; promote practices which enhance the parental sensitivity to the child's needs

Effective in educating parents about practices which promote the health, nutrition, and safety of the child (mental health, prenatal care, breastfeeding and nutrition, scope of practice)
Effective in educating parents about developmental milestones to promote appropriate expectations for infant and toddler behavior and to reduce the likelihood of child abuse and neglect (Early Learning Guidelines)
Effective in modeling and educating parents about parenting practices that are critical to development at specific time periods (behaviors that promote brain development and healthy attachment to key caregivers)
Understand how parents' beliefs guide their parenting practices and skilled in negotiating the differences between parent beliefs and practices and the assumptions on which the content and methods of the HV program are based.
Use observation and inquiry skills and ongoing progress monitoring tools to determine if an infant or toddler is not growing and/or developing at an appropriate level for his/her age or may be abused or neglected
Inclusion of children with disabilities
Understand how to link parents with the Arizona Early Intervention Program (AzEIP) or Local School District if a child is not meeting benchmarks
In-depth knowledge of school readiness indicators
Effective in educating parents about school readiness (kindergarten transition, KEA, AzELLA)
Understand how to encourage parents' active involvement in school and community activities, enabling them to become effective advocates
Effective in providing parents with the training and support to become actively involved in the education of their children – establishing the home as a positive and supportive learning environment
Effective in educating parents about young children's cognitive and social development so that they can acquire the specific skills necessary for success in early school years and beyond.
Understand how to promote parents interests and actions in advancing their own education, professional training and experiences, and personal development
In-depth knowledge of life-span development
Identifying at risk families
Completing a standardized risk assessment
Offering services and making referrals based on risk assessment and family needs
Understand how the quality of a parenting partnership affects the development of the child
Encourage and support continuing personal development in parents, particularly for parents who are teens.
Develop an Individual Family Support Plan
Linking families to services according to the HV model
In-depth knowledge of use of preventative health care for family and infant/child, wellness topics, and related services in the community
Securing medical homes and dental homes
Discussing importance of and schedule of recommended immunizations
Managing crisis situations
Identifying at risk families
Linking services in the community (medical home, systems of care, behavioral health, developmental disabilities, AzEIP, CPS, etc.)

Referring for mental health consultation
Medicaid billing, AHCCCS, and other insurance sources
Emergency first aid/CPR
In-depth knowledge of the theoretical and research-based foundation of Home Visiting including:
Home visiting model: what is it?
System of home visitation
Knowledge and skills with reflective practice
Pregnancy & early parenthood
Infant/very young child development and behavior
Infant/very young child and family-centered practice
Relationship-focused practice
Family relationships and dynamics
Attachment, separation, trauma, and loss
Cultural competence (knowledge of culture specific parenting practices, dual language learning)
In-depth knowledge of the law, regulations, and agency policies
Ethical practice, confidentiality, and boundaries
Service plan development
Personal safety/managing a crisis situation
Mandatory reporting
Domestic violence / safety plans
Substance exposed infants and young children
CPR/First Aid Training requirements
High-risk prenatal topics (domestic violence, mental health, substance abuse, and psychiatric medications during pregnancy)

CORE COMPENTENCIES FOR SUPERVISORS/ADMINISTRATORS
Practices reflective supervision, i.e., models skills and behaviors that HV are expected to use with families as a model for parent-child interactions.
Listens carefully to and learns from visitors
Asks pertinent questions if needed to gain a greater understanding of a situation
Assists visitors to develop plans for working with families
Engages visitors in problem-solving exercises about real problems
Recognizes when earlier personal experience may interfere with a visitor's effectiveness to deal with psychosocial issues experienced within the visited family
Recognizes personal bias and values and separates that when working with families
Helps visitors stay focused on the plan of action for a family
Helps visitors understand that documentation is a positive way to document progress, to learn by reflecting on what has happened and perhaps to meet legal requirements related to some issues.
Has realistic expectations of what can be accomplished by visitors and by families

Sets standards for performance based on recommended practices in parent education and support; provides support to visitors to maintain those standards.
Stays abreast of current recommended practices and trends in parent education and support and home visiting
Employs hiring techniques for visitors that identify those candidates who have the greatest potential for effectiveness (e.g., empathy, cultural sensitivity)
Works with each visitor to mutually set goals for professional development
Allots time for training, conferences and other modes of development
Encourages visitors to share their experiences and "lessons learned" with each other
Is able to provide honest feedback in a hearable way
Appraises work performance of staff, observing and examining implementation of practices and providing constructive feedback that supports and/or enhances future performance
Provides an organizational structure that supports the work of staff
Conducts a thorough orientation program
Has regularly planned interaction with visitors and other staff members; runs effective meetings
Develops a positive rapport with staff
Able to support and coach staff in area of cultural competency
Develops methods of obtaining feedback from visitors and other staff members that promote productivity and mutual support
Provides opportunities for advancement and recognition
Confronts difficult interpersonal issues to reach resolution
Assures that visitors' schedules are appropriately balanced between providing services and completing documentation
Represents the program in the community
Secures necessary resources

Cost Reimbursement Line Items	Budget Amount
Personnel Services	$80,000.00
Professional & Outside Services	$149,000.00
Travel Expenses	$5,000.00
Other Operating Expense	$2,000.00
Capital Outlay Expense	$2,000.00
Other (Indirect Costs)	
Total Contract Amount	**$238,000.00**

ITEMIZED SERVICE BUDGET (ISB) RESTRICTIONS:

- The Contractor is authorized to transfer up to a maximum of ten percent (10%) of the total Contract amount among the categorical line items. Transfers of funds are only allowed among funded line items as detailed in the original ISB. Transfers exceeding ten percent (10%) of the contracted amount, or to a non-funded line item, shall require a contract amendment.

- Indirect Costs shall not exceed fifteen (15%) of the combined total of Personnel Services and Employee Related Expenses as listed on the ISB. For more detailed information regarding indirect costs, refer to the Accounting and Auditing Procedures Manual for Contractors of ADHS Funded Programs. This manual is incorporated into this Contract by reference herein.