

RESOLUTION OF THE
NAVAJO NATION COUNCIL

23rd NAVAJO NATION COUNCIL -- Second Year, 2016

AN ACTION

RELATING TO HEALTH, EDUCATION AND HUMAN SERVICES, BUDGET AND FINANCE, NAABIK'ÍYÁTI' AND NAVAJO NATION COUNCIL; APPROVING INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF ARIZONA FOR A GRANT IN THE AMOUNT OF \$200,000 ENTITLED "PARENTS AS TEACHERS HOME VISITING MODEL FOR MATERNAL, INFANT, EARLY CHILDHOOD HOME VISITING PROGRAM"

WHEREAS:

- A. The Health, Education and Human Services Committee (HEHSC) is a standing committee of the Navajo Nation Council. It is empowered to review and recommend resolutions regarding certain matters, including health, education and social services. 2 N.N.C. §§ 164 (A)(9), 400 (A), 401 (B)(6)(a) (2012); *see also* CO-45-12.
- B. The Budget and Finance Committee is a standing committee of the Navajo Nation Council. It is empowered to "[a]uthorize, review, approve and accept agreements, including contracts and grants, between the Navajo Nation and any federal, state or regional authority upon the recommendation of the standing committee which has oversight of the division, department or program which has applied for the agreement, or upon recommendation of the Chapter." 2 N.N.C. § 301(B)(15).
- C. The Naabik'íyáti' Committee is a standing committee of the Navajo Nation Council. Among other statutory powers, the committee has the delegated responsibility to "review and continually monitor the programs and activities of federal and state departments and to assist development of such programs designed to serve the Navajo People and the Navajo Nation through intergovernmental relationships between the Navajo Nation and such departments." 2 N.N.C. § 701 (A)(7) (2012); *see also* CO-45-12.
- D. The Navajo Nation Council is the governing body of the Navajo Nation. 2 N.N.C. §102.

- E. The state of Arizona has provided a grant to the Navajo Nation in the amount of \$200,000. See attached Exhibit "A," Intergovernmental Agreement. This grant is entitled "Parents As Teachers Home Visiting Model For Maternal, Infant, Early Childhood Home Visiting Program." The purpose of this grant is to expand and support evidence-based home visiting services to support improved child health, family stability and parenting.
- F. It is in the best interest of the Navajo Nation to approve the attached Intergovernmental Agreement authorizing a grant to the Navajo Nation by the state of Arizona.

NOW THEREFORE BE IT RESOLVED THAT:

The Navajo Nation hereby approves and authorizes the implemental of the attached Intergovernmental Agreement marked as Exhibit "A," concerning a grant in the amount of \$200,000 from the state of Arizona entitled "Parents As Teachers Home Visiting Model For Maternal, Infant, Early Childhood Home Visiting Program."

CERTIFICATION

I hereby certify that the foregoing resolution was duly considered by the Navajo Nation Council at a duly called meeting in Window Rock, Navajo Nation (Arizona) at which a quorum was present and that the same was passed by a vote of 18 in favor and 0 opposed, this 21st day of April 2016.



Seth Damon, Pro Tem, Speaker
Navajo Nation Council

4-28-16
Date

Motion: Honorable Kee Allen Begay
Second: Honorable Davis Filfred

Navajo Nation Price Sheet

Cost Reimbursement Line Item Budget

ACCOUNT CLASSIFICATION	AMOUNT
Personnel	\$ 0.00
ERE	\$ 0.00
Travel Expense	\$ 0.00
Other Operating Expense	\$ 170,678.00
Indirect @ 17.18%	\$ 29,322.00
TOTAL	\$ 200,000.00

With prior written approval from the Program manager, the Contractor is authorized to transfer up to a maximum of 10% of the total budget amount between line items. Transfers of funds are only allowed between funded line items. Transfers exceeding 10% or to a non-funded line item shall require an amendment.

AUTHORIZATION FOR PROVISION OF SERVICES: Authorization for purchase of services under this contract shall be made only upon ADHS issuance of a Purchase Order that is signed by an authorized agent. The Purchase Order will indicate the contract number and the dollar amount of funds authorized. The Contractor shall only be authorized to perform services up to the amount on the Purchase Order. ADHS shall not have any legal obligation to pay for services in excess of the amount indicated on the Purchase Order. No further obligation for payment shall exist on behalf of ADHS unless: a) the Purchase Order is changed or modified with an official ADHS Procurement Change Order, and/or b) an additional Purchase Order is issued for purchase of services under this contract.

THE NAVAJO NATION PROGRAM BUDGET SUMMARY


PART I. Business Unit No.: <u>NEW</u> Program Title: <u>IGA AzDHS MIECHV</u> Division/Branch: <u>Executive</u>				
Prepared By: <u>Hanasbah Wyaco, Accountant</u> Phone No.: <u>928-871-7490</u> Email Address: <u>hanasbah.tom@nnosers.org</u>				

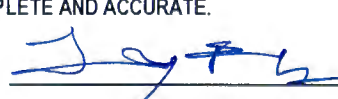
PART II. FUNDING SOURCE(S)	Fiscal Year Term	Amount	% of Total	PART III. BUDGET SUMMARY	(A)	(B)	(C)	
					Fund Type Code	NNC Approved Original Budget	Proposed Budget	Difference (Column B - A)
Arizona Dept of Health Services	07/01/15-06/30/19	200,000.00	100%					
Maternal, Infant, Early Childhood								
Home Visiting Program				2001 Personnel Expenses		0	0	0
				3000 Travel Expenses		0	0	0
				3500 Meeting Expenses		0	0	0
				4000 Supplies		0	0	0
				5000 Lease and Rental		0	0	0
				5500 Communications and Utilities		0	0	0
				6000 Repairs and Maintenance		0	0	0
				6500 Contractual Services		0	170,678	170,678
				7000 Special Transactions		0	0	0
				8000 Public Assistance		0	0	0
				9000 Capital Outlay		0	0	0
				9500 Matching Funds		0	0	0
				9500 Indirect Cost		0	29,322	29,322
				TOTAL		0	200,000	170,678

PART IV. POSITIONS AND VEHICLES	(D)	(E)
Total # of Positions Budgeted:	0	0
Total # of Permanently Assigned Vehicles:	0	0

TOTAL:	\$200,000.00	100%
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PART V. I HEREBY ACKNOWLEDGE THAT THE INFORMATION CONTAINED IN THIS BUDGET PACKAGE IS COMPLETE AND ACCURATE.


 SUBMITTED BY: Treva Roanhorse, Program Manager's Signature / Date 1/27/16


 APPROVED BY: Dr. Tommy Lewis, Superintendent's Signature / Date 1-26-16

Received
THE NAVAJO NATION
PROGRAM PERFORMANCE CRITERIA

JAN 22 2016

PART I. PROGRAM INFORMATION:Business Unit No.: NEWOffice of Management & Budget
 Program Name/Title: IGA AzDHS MIECHV**PART II. PLAN OF OPERATION REFERENCE/LEGISLATED PROGRAM PURPOSE:**

GSCMY-19-07/ The purpose of the Office of Special Education and Rehabilitation Services (OSERS) is to provide quality rehabilitation, independent living and early intervention services to eligible Navajo children and adults with disabilities. A further purpose of OSERS is to assure that eligible Navajo children and adults with disabilities achieve a level of independence, self-sufficiency and equal opportunity to live as productive Navajo citizens. Based on the Inter-governmental Agreement (IGA) between the Arizona Department of Health Services ("ADHS") and the Navajo Nation, OSERS is to expand the implementation of the Parents As Teachers (PAT) in the community and conduct evaluation and continuous quality improvement of the program to ensure effectiveness and PAT model fidelity.

PART III. PROGRAM PERFORMANCE CRITERIA:

1. Program Performance Area:

Provide homevisits with families with children birth to three (3).

Goal Statement:

Serve 250 families with children birth to three (3) annually.

1st QTR		2nd QTR		3rd QTR		4th QTR	
Goal	Actual	Goal	Actual	Goal	Actual	Goal	Actual

62

63

62

63

2. Program Performance Area:

Provide developmental screenings for children birth to three (3).

Goal Statement:

Conduct 275 developmental screenings to families with children birth to three (3) annually.

68

69

69

69

3. Program Performance Area:

Negotiate subcontractual agreements with schools

Goal Statement:

Execute four (4) subcontracts with local AZ schools for the program by the end of the second quarter.

N/A

2

N/A

N/A

4. Program Performance Area:

Goal Statement:

5. Program Performance Area:

Goal Statement:

PART IV. I HEREBY ACKNOWLEDGE THAT THE ABOVE INFORMATION HAS BEEN THOROUGHLY REVIEWED.

 Treva Roanhorse, Program Manager's Signature / Date 1/20/16

 Dr. Tommy Lewis, Superintendent's Signature / Date

**THE NAVAJO NATION
DETAILED LINE ITEM BUDGET AND JUSTIFICATION**

PART I. PROGRAM INFORMATION: Program Name/Title: <u>IGA AzDHS MIECHV</u> Business Unit No.: <u>NEW</u>				
PART II. DETAILED BUDGET:				
(A)	(B)	(C)	(D)	
Object Code (LOD 6)	Object Code Description and Justification	Total by DETAILED Object Code	Total by MAJOR Object Code	
6500	CONTRACTUAL SERVICES		170,678.00	
	Navajo Nation is to expand the implementation of the Parents As Teachers (PAT) in the community and conduct evaluations and continuous quality improvement of the program to ensure effectiveness and PAT model fidelity. The Navajo Nation will enter into four (4) subcontracts with Rock Point Community School, Nazlini Community School, Shonto Preparatory School and Dilcon Community School.			
6960	Subcontracted Services	170,678.00		
	6990: Subcontracted Services			
9500	MATCHING & INDIRECT COST		29,322.00	
	Indirect Cost is calculated at 17.18% of the grant award.			
9710	INDIRECT COST @ 17.18%	29,322.00		
	9720 Indirect Cost Charged @ 17.18%			
TOTAL		200,000.00	200,000.00	

**MIECHV
BUDGET**

January 1, 2016 to September 30, 2016

SUBCONTRACTS- 4 SCHOOLS 170,678.00

PER SCHOOL – Shonto, Dilcon, Pinon, and Rock Point

Salary/benefits 1 Parent Educator	34,500.00
Transportation: \$520/month x 1 vehicle	4,680.00
Travel	3,250.00
Supplies	14.50
Recertification fees	225.00
Total	42,669.50

NAVAJO NATION IDC @ 17.18% 29,322.00

TOTAL BUDGET 200,000.00



**DEPARTMENT OF DINÉ EDUCATION
THE NAVAJO NATION**

P.O. Box 670 · Window Rock, Arizona 86515
PHONE (928) 871 - 7475 · FAX (928) 871 - 7474



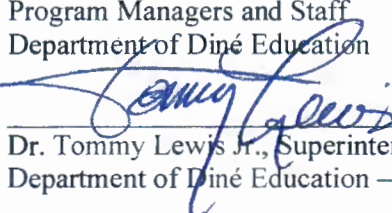
**Russell Begaye
President**

**Jonathan Nez
Vice-President**

October 12, 2015

MEMORANDUM:

TO: Program Managers and Staff
Department of Diné Education

FROM: 
Dr. Tommy Lewis Jr., Superintendent of Schools
Department of Diné Education – Administration




DATE: October 1, 2015

SUBJECT: STANDING DELEGATION OF AUTHORITY – FY 2016 (REVISED)

During my absence from the office, the following individuals are authorized to act on my behalf, in the order they are placed, to ensure the proper and uninterrupted functioning of the Department of Diné Education by performing the routine duties required of the Superintendent of Schools:

1. **Timothy Benally, Assistant Superintendent**
Department of Diné Education – Administration
2. **Dr. Anselm Davis, Education Program Manager**
North Central Association/AdvancED (NCA/AdvancED)
3. **Ms. Rose Graham, Department Manager II**
Office of Navajo Nation Scholarship and Financial Assistance (ONNSFA)

ACKNOWLEDGED

This delegation authorizes my designee to review and approve all routine administrative, financial and personnel documents, with the understanding that they will consult with me as necessary. However, all requests for Off Reservation Travel (ORT) will follow the process outlined in the memo distributed on March 20, 2013, authorizing only the Acting Superintendent to approve those requests.

Please continue to bring all documents requiring the review and approval of the Superintendent of Schools to the Department of Diné Education-Administration Office.

If you have any inquires relative to this matter, contact the DODE Administration Office at 928-871-7475.
Your cooperation is expected and appreciated.

xc: Honorable Russell Begaye, President, The Navajo Nation
Honorable Jonathan Nez, Vice President, The Navajo Nation
Robert Joe, Chief of Staff, Office of the President/Vice President
Robert Willie, Acting Controller, Office of the Controller
Dominic Beyer, Executive Director, Office of Management and Budget

BOARD OF EDUCATION

Dr. Pauline M. Begay, **President** · Gloria Johns, **Vice President** · Marlene Burbank, **Secretary**
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Dr. Tommy Lewis, Superintendent of Schools



INTERGOVERNMENTAL AGREEMENT (IGA)

Contract No. ADHS16-117884

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

Project Title: Parents As Teachers Home Visiting Model for MIECHV

Begin Date: January 1, 2016

Geographic Service Area: Navajo Nation

Termination Date: December 31, 2020

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:

<input type="checkbox"/>	Counties: A.R.S. §§ 11-201, 11-951, 11-952 and 36-182.
<input checked="" type="checkbox"/>	Indian Tribes: A.R.S. §§ 11-951, 11-952 and the rules and sovereign authority of the contracting Indian Nation.
<input type="checkbox"/>	School Districts: A.R.S. §§ 11-951, 11-952, and 15-342.
<input type="checkbox"/>	City of Phoenix: Chapter II, §§ 1 & 2, Charter, City of Phoenix.
<input type="checkbox"/>	City of Tempe: Chapter 1, Article 1, §§ 1.01 & 1.03, Charter, City of Tempe.
<input checked="" type="checkbox"/>	Navajo Nation

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: _____		FOR CLARIFICATION, CONTACT: Name: <u>Paula Seanez</u> Phone: <u>928-871-6993</u> FAX No: <u>928-871-7865</u> E-mail: <u>paulaseanez@nndode.org</u>	
Federal Employer Identification No.: _____			
Tax License No.: _____			
Contractor Name: _____ Address: _____			
CONTRACTOR SIGNATURE: The Contractor agrees to perform all the services set forth in the Agreement and Work Statement.		This Contract shall henceforth be referred to as Contract No. <u>ADHS16-117884</u> . 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 _____, 2016 _____ Procurement Officer	
Signature of Person Authorized to Sign _____ Date _____			
Print Name and Title _____			
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.		Attorney General Contract, No. P0012014000078, 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:	
Signature of Person Authorized to Sign _____ Date _____			
Print Name and Title _____			



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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.

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2. Contract Type.

This Contract shall be: (check one)

 X Fixed Price

3. Contract Interpretation.

3.1 Arizona Law. Applicable 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.

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- 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.

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- 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.
- 4.10.3 *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.
- 4.10.4 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.
- 4.10.5 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

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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.

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. Where applicable, failure to collect taxes from the buyer does not relieve the seller from its obligation to remit taxes.

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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.

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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.
- 7.3 Indemnification. Neither party to this agreement agrees to indemnify the other party or hold harmless the other party from liability hereunder.
- 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

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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.

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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 Agreement 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 as applicable pursuant to this Agreement.

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.

10.4.3 If the State terminates this Contract 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

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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

- 11.1 To the extent not prohibited by applicable law, the parties to this Contract agree to resolve all disputes arising out of or relating to this contract through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518.
- 11.2 Nothing in this provision shall be construed as a waiver of the Navajo Nation's sovereign immunity; or shall be construed as the Navajo Nation's consent to be sued or as consent by the Navajo Nation to the jurisdiction of any state or federal court.

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

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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. 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.

16. 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.

17. 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 Arizona Department of Administration-Arizona Strategic Enterprise Technology (ADOA-ASET) Office, the ADOA-ASET Arizona State Chief Information Security 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 ADOA-ASET Arizona State Chief Information Security Officer and HIPAA Coordinator.

18. 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.

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19. Data Universal Numbering System (DUNS) Requirement

For federal funding, pursuant to 2 CFR 25.100 et seq., no entity (defined as a Governmental organization, which is a State, local government, or Indian tribe; foreign public entity; domestic or foreign nonprofit organization; domestic or foreign for-profit organization; or Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity) may receive a subaward from ADHS unless the entity provides its Data Universal Numbering System (DUNS) Number to ADHS.

20. The Federal Funding Accountability and Transparency Act (FFATA or Transparency Act - P.L.109-282, as amended by section 6202(a) of P.L. 110-252), found at <https://www.fsrs.gov/>

If applicable, the Contractor/Grantee shall submit to ADHS via email the Grant Reporting Certification Form. This form and the instructions can be downloaded from the ADHS Procurement website at <http://azdhs.gov/procurement> and must be returned to the ADHS by the 15th of the month following that in which the award was received. The form shall be completed electronically, and submitted using the steps outlined in the Grant Reporting Certification Form Instructions to the following email address: ADHS_Grant@azdhs.gov. All required fields must be filled including Top Employee Compensation, if applicable. Completing the Grant Reporting Certification Form is required for compliance with the Office of Management and Budget (OMB), found at <http://www.whitehouse.gov/omb/open>. Failure to timely submit the Grant Reporting Certification Form could result in the loss of funds. This requirement applies to all subcontractors/sub-awardees utilized by the Contractor/Grantee for amounts exceeding \$30,000.00 during the term of the Award.

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1. Definitions

- 1.1 "ADHS Evaluators" refer to the internal and external evaluators working for ADHS of the Maternal, Infant, and Early Childhood Home Visiting Program.
- 1.2 "HRSA" refers to Health Resources and Services Administration.
- 1.3 "Benchmark" for the purpose of this document means the Benchmarks laid out by HRSA in the Supplemental Information Request. This definition includes any updated HRSA makes to these Benchmarks. This includes all the constructs which are parts of the benchmarks.
- 1.4 "Budget Term" means the period of time for which the Contract budget has been created and during which funds should be expended.
- 1.5 "BWCH" refers to the Bureau of Women's and Children's Health.
- 1.6 "CQI" refers to Continuous Quality Improvement.
- 1.7 "HHS" refers to Health and Human Services.
- 1.8 "IALT" refers to Inter Agency Leadership Team.
- 1.9 "Materials" unless otherwise stated herein, means all property including, but not limited to equipment, supplies, printing, insurance and leases of property.
- 1.10 "MIECHV" refers to Maternal, Infant, and Early Childhood Home Visiting Program.
- 1.11 "Program Manager" refers to the Maternal, Infant, and Early Childhood Program Manager.
- 1.12 "PAT" refers to Parents As Teachers.

2. Background

The ADHS 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 the ADHS and among other state and federal agencies and our outside partners. The Office of Children's Health within the BWCH administers the Affordable Care Act (ACA) MIECHV federal grant funded by HRSA. The MIECHV is funded entirely through federal funds. In October 2009, the First Things First/Arizona Early Childhood Development and Health Board (FTF), along with the ADHS, Arizona Department Economic Security (ADES), and Arizona Department of Education (ADE) and community providers of home visiting services convened as an Early Childhood Home Visiting 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 focused meetings, the Task Force produced a plan titled The Vision of 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 ADHS convened representatives of the appropriate state agencies to begin working 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 of the ADE, the State's Title II agency, the ADES, which serves as the State's child care and child welfare agency, the Inter-tribal Council of Arizona, and the FTF's senior management. This group is now referred to as the IALT. These agencies are Early Childhood Comprehensive System stakeholders as well and sever members serve on Project LAUNCH's State Advisory Council.

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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 early plan for early childhood home visiting in a concerted effort to best serve the most at risk families of Arizona.

In 2015, the Arizona MIECHV program competed for and was awarded additional funding to continue the existing federally funded MIECHV Programs and expand Parents As Teachers Home Visiting Model to tribal communities.

This Agreement values the collective efforts and the desire to build a genuine partnership, which reiterated the commitment to the government-to-government relationship existing between the state of Arizona and Navajo Nation Tribe. The development and implementation of this Agreement is in recognition of this special relationship. The State of Arizona recognizes the right of the tribal governments to self-govern and support tribal sovereignty and self-determination.

This Agreement is funded through the Affordable Care Act Maternal (ACA), Infant, and Early Childhood Home Visiting grant awarded to the ADHS through HRSA and will be administered through ADHS to Navajo Nation as a cost-reimbursement.

3. Objectives

The primary purpose of this Agreement with the Navajo Nation is to expand the implementation of PAT in their community and conduct evaluation and continuous quality improvement of the program to ensure effectiveness and PAT model fidelity. The program is designed to:

- 3.1 Expand and support evidence-based home visiting services in identified high-risk communities to improve maternal and child outcomes;
- 3.2 Strengthen the capacity of tribal communities to offer home visiting and collaborate with other community services to support improved child health, family stability and parenting;
- 3.3 Strengthen home visiting infrastructure through collaborative activities at the state and local level; and
- 3.4 Assess the achievement of project objectives related to the expansion and integration of PAT sites, the affecting factors, the contribution to the general goals/strategies, and the project partnership strategies.

4. Scope of Services

Provide high quality home visiting services, PAT, to pregnant and postpartum women with children, that is, from prenatal to five (5) years of age across the term of services within the tribal communities, and also to monitor and evaluate the program.

5. Tasks

The Contract shall:

- 5.1 Develop an implementation plan within thirty (30) days of the commencement of this Agreement that shall include organizational capacity and leadership to implement and support the program, staff and professional development, cores services development, and quality assurance and evaluation of MIECHV Expansion and PAT Affiliate site requirements which include the following:
 - 5.1.1 Work with the National Model developer, ADHS, and MIECHV consultants to develop PAT program plan that follows the PAT affiliate Essential Elements (EL) One through Seventeen (1-17);
 - 5.1.2 Develop organizational capacity and leadership to provide for program support for the following:
 - 5.1.2.1 Be able to provide at least two (2) years of services to eligible families and implement with fidelity (EL1),

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- 5.1.2.2 Obtain curriculum, materials, and training to implement the program,
- 5.1.2.3 Develop a program advisory committee that meets at least two (2) times per year (EL3),
- 5.1.2.4 Set up parent educator support system that includes reflective supervision team meetings (EL4),
- 5.1.2.5 Ensure that parent educators/supervisors are not assigned more than twelve (12) part-time or full-time parent educators (EL5),
- 5.1.2.6 Ensure that system of competency based professional development for parent educators (EL7),
- 5.1.2.7 Develop system for assigning caseloads to parent educators based on family needs; assign no more than twenty to twenty-four (20 to 24) families for first (1st) year parent educators (EL12),
- 5.1.2.8 Estimate a timeline to reach maximum caseload for each home visitor,
- 5.1.2.9 Develop recruitment and retentions plans, and
- 5.1.2.10 Develop referral systems and partnerships various organizations;
- 5.1.3 Develop staffing and professional development plans including the following:
 - 5.1.3.1 Recruit and hire program coordinator and parent educators, who have at least a high school diploma, or General Education Diploma (GED), and two (2) years of experience working with children or families (EL2),
 - 5.1.3.2 Ensure that educators must participate in two (2) hours of individual reflective supervision per month and two (2) hours of team meetings per month (EL4),
 - 5.1.3.3 Ensure that new parent educators and supervisors must attend PAT Foundational and Model Implementation training (EL6),
 - 5.1.3.4 Ensure that parent educators must attend competency based professional development to maintain certification; all educators must maintain certification (EL7), and
 - 5.1.3.5 First year parent educators may not provide more than forty-eight (48) visits per year; second year parent educators must not provide more than sixty (60) visits per month (EL12);
- 5.1.4 Develop core services plans including the following:
 - 5.1.4.1 Provide at least two (2) years of services to eligible families (EL1),
 - 5.4.1.2 Identify, recruit, and screen participants and assure that priority is given to participants who have the following risk factors:
 - 5.4.1.2.1 Have low incomes;
 - 5.4.1.2.2 Have a history of child abuse or neglect, or have had interactions with child welfare services;
 - 5.4.1.2.3 Have a history of substance abuse or need substance abuse treatment;
 - 5.4.1.2.4 Are users of tobacco products in the home;

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- 5.4.1.2.5 Have children with low student achievement;
- 5.4.1.2.6 Have children with developmental delays or disabilities; and
- 5.4.1.2.7 Are in families that have individuals who are serving or have formerly served in the armed forces, and families that have members of the armed forces who have had multiple deployments outside the United States,
- 5.4.1.3 Complete and document a family centered assessment within ninety (90) days of enrollment and annually thereafter (Tool must address PAT required areas) (EL8),
- 5.4.1.4 Complete and document developmental and social emotional screening within ninety (90) days of enrollment (EL14),
- 5.4.1.5 Develop and document goals with families and provide personal visits that follow PAT curriculum (EL9 & 10),
- 5.4.1.6 Ensure families with low to moderate needs receive one (1) personal visit per month, and families with higher needs receive two (2) personal visits per month (EL11),
- 5.4.1.7 Deliver at least twelve (12) group connections per year (EL13),
- 5.4.1.8 Continually connect families to needed resources, and track referred services received, or document reasons not received (EL15), and
- 5.4.1.9 Assure that services are provided on a voluntary basis;
- 5.1.5 Monitor and collect data in coordination with MIECHV Expansion Benchmarks, model affiliate quality assurance and evaluations requirements to include the following:
 - 5.1.5.1 Ensure program elements meet identified measurement criteria (EL measurements 1-17) for the following:
 - 5.1.5.1.1 100% of parent educators and supervisor staff must attend required PAT training and the parent educators must maintain their certification;
 - 5.1.5.1.2 At least sixty percent (60%) of families enrolled more than ninety (90) days had an initial family centered assessment completed within ninety (90) days of enrollment during the program year;
 - 5.1.5.1.3 At least sixty percent (60%) of families that received at least one (1) personal visit had a family-centered assessment completed in the program year;
 - 5.1.5.1.4 At least sixty percent (60%) of families that received at least one (1) personal visit had at least one (1) documented goal during the program year;
 - 5.1.5.1.5 Parent educators consistently used the foundational visit plans and planning guide from the curriculum to design and deliver visits to families;
 - 5.1.5.1.6 At least sixty percent (60%) of families with one (1) or fewer high needs received at least seventy-five percent (75%) of the required number of visits in the program year;
 - 5.1.5.1.7 At least sixty percent (60%) of families with two (2) or more high needs received at least seventy-five percent (75%) of the required number of visits in the program year;

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- 5.1.5.1.8 Deliver at least nine (9) of the twelve (12) [that is, seventy-five percent (75%)] of the required group connections in the program year;
- 5.1.5.1.9 At least sixty percent (60%) of children enrolled at age four (4) months or older had a complete initial screening within ninety (90) days of enrollment in the program year;
- 5.1.5.1.10 At least sixty percent (60%) of the children enrolled prior to the age of four (4) months and who reached seven (7) months of age before the end of the program year, had a complete initial screening prior to seven (7) months of age in the program year;
- 5.1.5.1.11 At least sixty percent (60%) of children received a complete screening in the most recent program year; and
- 5.1.5.1.12 At least sixty percent (60%) of families that received at least one (1) personal visit were connected by their parent educator to at least one (1) community resource in the program year,
- 5.1.5.2 Gather and summarize feedback from families about the services they have received at least once during the program year, and used the results for program improvement,
- 5.1.5.3 Monitor data for quality, participate in MIECHV CQI committee, and minimize participant attrition rates,
- 5.1.5.4 Collaborate with ADHS & MIECHV consultants to implement, monitor and evaluate program,
- 5.1.5.5 Obtain satisfaction feedback from families on service delivery for performance improvement (EL16),
- 5.1.5.6 Develop PAT affiliate reports on data and service delivery (EL17),
- 5.1.5.7 Provide all progress, data, and other reports required to ADHS and MIECHV Consultants,
- 5.1.5.8 Report changes as necessary to ADHS,
- 5.1.5.9 Attend ADHS sponsored meetings, trainings, conference calls, and/or webinars as directed,
- 5.1.5.10 Assure services are provided on a voluntary basis,
- 5.1.5.11 Anticipate challenges to maintaining quality and fidelity and respond to issue identified, and
- 5.1.5.12 Cooperate with ADHS and evaluation team to supply de-identified aggregate benchmark and construct data for families served;
- 5.2 Cooperate with ADHS and MIECHV Consultants by providing data and reports on program performance including, but not limited to:
 - 5.2.1 Participate in CQI committee;
 - 5.2.2 Cooperate with ADHS program evaluation team in the establishment of an evaluation stakeholder workgroup;

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- 5.2.3 Track that referred services were received and document the reasons why the services were not received;
- 5.2.4 Cooperate with ADHS program evaluation team to supply de-identified aggregate benchmark and construct data for families' services through this grant including:
 - 5.2.4.1 The benchmarks covered through this Agreement are the following benchmarks described by HRSA and further described by the ADHS; this included all state identified constructs under these benchmarks. The covered benchmarks are:
 - 5.2.4.1.1 Benchmark One (1) - Improved Maternal and Newborn Health;
 - 5.2.4.1.2 Benchmark Two (2) - Prevention of Child Injuries, Child Abuse, Neglect, or Maltreatment and Reduction of Emergency Department Visits;
 - 5.2.4.1.3 Benchmark Three (3) - Improvements in School Readiness and Achievement;
 - 5.2.4.1.4 Benchmark Four (4) - Domestic Violence;
 - 5.2.4.1.5 Benchmark Five (5) - Family Economic Self Sufficiency; and
 - 5.2.4.1.6 Benchmark Six (6) - Coordination and Referrals for Other Community Resources and Support,
- 5.2.5 Ensure that all of the program forms and visit notes are kept in a locked location and are transported in a locked file;
- 5.2.6 Be responsive and ensure timely response to ADHS Program Managers and Evaluators to any request for clarification, reports and/or any questions regarding program implementation and evaluation. Provide additional information in the format and medium requested;
- 5.2.7 Submit invoices on a monthly basis;
- 5.2.8 Submit required reports in a monthly basis in compliance with federal and state reporting requirements, and
- 5.2.9 The Tribes will work with the Program Evaluator to establish a format for submitting covered benchmark and construct data so that the MIECHV program can be in compliance with federal reporting requirements. This data shall be submitted in the agreed upon format.
- 5.3 Implement Conduct and Evaluate the program including the following:
 - 5.3.1 Implement all plans mentioned above, reporting progress and any changes to ADHS as discussed in Section 5.2 of Tasks;
 - 5.3.2 Ensure program implementation and set-up period does not exceed ninety (90) days;
 - 5.3.3 Implement PAT with fidelity to the model and follow EL One through Seventeen (EL 1-17);
 - 5.3.4 Provide home visits for at least one hundred (100) families through the PAT expansion project over the Agreement period;
 - 5.3.5 Recruit, hire, train, and retrain appropriate staff for all positions in line with PAT EL Two, Four, Six, Seven, and Twelve (EL 2, 4, 6 7 & 12);
 - 5.3.6 Ensure high quality reflective supervision and reflective practice for all home visitors and

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supervisors in line with PAT EL Four and Five (EL 4 & 5),

- 5.3.7 Obtain the curriculum and necessary materials,
- 5.3.8 Provide initial and on-going training and professional development in line with PAT EL Six through Seven (EL 6-7);
- 5.3.9 Identify, recruit, and assess participants in line with PAT EL Eight, Nine, and Fourteen (EL 8, 9, & 14) and state priority population,
- 5.3.10 Provide service to eligible families on a voluntary basis;
- 5.3.11 Minimize attrition rates for participants enrolled in the program;
- 5.3.12 Coordinate the home visiting program and refer to other existing programs and resources in those communities, especially regarding health, mental health, early childhood development, substance abuse, domestic violence prevention, child maltreatment prevention, child welfare, education, and other social and health services;
- 5.3.13 Develop partnerships with the above mentioned entities;
- 5.3.14 Establish a list of collaborative public and private partners;
- 5.3.15 Ensure that all staff attend ADHS sponsored meetings, trainings, and conference calls and/or webinars as directed; and
- 5.3.16 Participate in Strong Families Arizona in person and online professional development and training.

6. Requirements:

The Contract shall:

- 6.1 Comply with the PAT model as outlined by the developer; and
- 6.2 Comply with PAT Expansion and MIECHV monitoring and data collection requirements, benchmarks, and model affiliate quality assurance with the following understandings:
 - 6.2.1 The Tribe owns the data and the results and agrees to release the results of the Benchmark data to the MIECHV Evaluators for use in the aggregate to report to HRSA on progress of the expansion of PAT to tribal communities,
 - 6.2.2 The Tribe agrees to provide unique identifiers for families involved in the MIECHV home visiting program,
 - 6.2.3 The Tribe agrees to allow the MIECHV parent educator to collect data according to the Benchmark Plan during the home visits with MIECHV families.
 - 6.2.4 The Tribe agrees to recommend five to six (5-6) people to participate in the Evaluation Workgroup to assist the MIECHV Evaluator in finalizing the evaluation questions,
 - 6.2.5 The Tribe agrees to participate in answering the evaluation questions determined by the Evaluation Workgroup,
 - 6.2.6 The Tribe agrees to release data collected through the evaluation questions to the MIECHV Evaluators for analysis. The Tribe further agrees to allow the following process for completion of the evaluation report:

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- 6.2.6.1 MIECHV Evaluators will analyze the data collected through the evaluation questions;
- 6.2.6.2 The Evaluation Workgroup and MIECHV Evaluators will collaborate in the interpretation of the results;
- 6.2.6.3 MIECHV Evaluators will write the draft of the evaluation report with input from the Evaluation Workgroup; and
- 6.2.6.4 The Evaluation Workgroup will read and review the evaluator report and provide feedback on the report,
- 6.2.7 MIECHV Evaluators will finalize the evaluation report and provide to the Tribal Council for approval prior to submit to HRSA as a requirement of funding, and
- 6.2.8 All marketing or educational materials shall bear the following: "Funded in part by the Bureau of Women's and Children's Health as made available through the Arizona Department of Health Services, through *DHHS Maternal, Infant and Early Childhood Home Visiting Program Grant*."

7. Deliverables

The Contractor shall submit to ADHS:

7.1 Implementation Plan:

- 7.1.1 A completed implementation plan, as outlined in the Tasks, Section 5.1 of the Scope of Work, is due to ADHS by the end of the first thirty (30) days of the commencement of the Agreement.

7.2 Invoicing:

- 7.2.1 Invoices are due to the Program Manager within fifteen (15) days following the end of each month which include:
 - 7.2.1.1 Number of visits completed,
 - 7.2.1.2 Number of visits per staff member,
 - 7.2.1.3 Number of families served, and
 - 7.2.1.4 Staff training; documentation of attendance shall be provided including a Certificate of Attendance;
- 7.2.2 A copy of e-mail indicating prior approval from ADHS for trainings that are beyond those required by the model;

7.3 Monthly Progress Reports:

- 7.3.1 Month Progress Reports are due within fifteen (15) days following the end of each month. The reports will be submitted to the Program Manager on the form provided by ADHS and will include at least:
 - 7.3.1.1 Number of referrals made;
 - 7.3.1.2 Number of referral services received; and
 - 7.3.1.3 New partnerships formed,

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7.3.2 The monthly report should outline successes and challenges including, but not limited to:

- 7.3.2.1 Recruitment;
- 7.3.2.2 Home visits;
- 7.3.2.3 Referrals;
- 7.3.2.4 Staffing;
- 7.3.2.5 Professional development/training;
- 7.3.2.6 Referrals made; and
- 7.3.2.7 Referral services received, and

7.3.3 The name, phone numbers, and resumes of program staff if replaced, within fifteen (15) days of hire,

7.4 Data Collection Forms

7.4.1 Monthly MIECHV forms are due to the MIECHV Evaluator on the tenth (10th) of each month and should be submitted in accordance with the process outlined by the MIECHV Evaluator, and

7.5 Annual Reports

7.5.1 An annual report is due within thirty (30) days following the end of each contracted year. The report shall include:

- 7.5.1.1 Update on work-to-date in line with implementation plan developed under this Agreement;
- 7.5.1.2 Update on staff recruitment, hiring, training and retention for all positions;
- 7.5.1.3 Update on participant recruitment and retention efforts;
- 7.5.1.4 Update on coordination with other existing programs and resources in the community (e.g. health, mental health, early childhood development, substance abuse, domestic violence prevention, child maltreatment prevention, child welfare, education, and other social and health services);
- 7.5.1.5 A discussion of challenges, both experienced and anticipated, to maintaining quality and fidelity of home visiting program, and the response to the issues identified, including CQI issues; and
- 7.5.1.6 Annual data analysis report conducted by MIECHV Evaluator including Benchmark, and demographic data.

8. **Reference Documents**

ADHS will provide the following full reference documents for review:

- 8.1 Arizona's Maternal, Infant, and Early Childhood Home Visiting Benchmark Plan; and
- 8.2 Community Based Participatory Evaluation Framework.

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9. Approvals

The following items require review and approval by ADHS:

9.1 Any marketing or educational materials, curricula, and promotional items, media or forms including, but not limited to, program brochures, posters, training flyers, publications, or journal articles developed or purchased using funds awarded under this Agreement:

9.1.1 A draft of the material prior to printing; and

9.1.2 A copy of the final printed version.

10. Notices, Correspondences and Reports

10.1 Notices, correspondences, reports, and invoices from Contractor to ADHS shall be sent to:

Arizona Department of Health Services
MIECHV Program Manager
150 N. 18th Avenue, Suite 320
Phoenix, AZ 85007
Phone: (602) 364 – 1441 or 1400
Fax: (602) 364-1496

10.2 Notices, correspondences, reports and payments from ADHS to Contractor shall be sent to:

Navajo Nation Office of Special Education & Rehabilitation Services
Attn: Paula Seanez, Assistant Director
P.O. Box 1420
Window Rock, AZ 86515
Phone: (928) 871- 6993
Fax: (928) 871-7865
Email: paulaseanez@nndode.org

Contract Number	INTERGOVERNMENTAL AGREEMENT PRICE SHEET
ADHS16-117884	

Parents As Teachers (PAT) Home Visiting Model for MIECHV

Navajo Nation

Cost Reimbursement Line Item Budget

ACCOUNT CLASSIFICATION	AMOUNT
Personnel	\$ 94,780.00
ERE	\$43,220.00
Travel Expense	\$ 20,000.00
Other Operating Expense	\$ 42,000.00
TOTAL	\$ 200,000.00

With prior written approval from the Program Manager, the Contractor is authorized to transfer up to a maximum of ten percent (10%) of the total budget amount between line items. Transfers of funds are only allowed between funded line items. Transfers exceeding ten percent (10%) or to a non-funded line item shall require an Amendment.

**THE NAVAJO NATION
PROGRAM BUDGET SUMMARY**

Received

JAN 22 2016


PART I. Business Unit No.: <u>NEW</u> Program Title: <u>IGA AzDHS MIECHV</u>				Office of Management & Budget The Navajo Nation, Window Rock, Arizona				Executive _____	
Prepared By: <u>Hanasbah Wyaco, Accountant</u>				Phone No.: <u>928-871-7490</u>		Email Address: <u>hanasbah.tom@nnosers.org</u>			

PART II. FUNDING SOURCE(S)	Fiscal Year Term	Amount	% of Total	PART III. BUDGET SUMMARY	(A)	(B)	(C)	
					Fund Type Code	NNC Approved Original Budget	Proposed Budget	Difference (Column B - A)
Arizona Dept of Health Services	07/01/15-06/30/19	200,000.00	100%					
Maternal, Infant, Early Childhood								
Home Visiting Program				2001 Personnel Expenses		0	0	0
				3000 Travel Expenses		0	0	0
				3500 Meeting Expenses		0	0	0
				4000 Supplies		0	0	0
				5000 Lease and Rental		0	0	0
				5500 Communications and Utilities		0	0	0
				6000 Repairs and Maintenance		0	0	0
				6500 Contractual Services		0	200,000	200,000
				7000 Special Transactions		0	0	0
				8000 Public Assistance		0	0	0
				9000 Capital Outlay		0	0	0
				9500 Matching Funds		0	0	0
				9500 Indirect Cost		0	0	0
				TOTAL		0	200,000	200,000

PART IV. POSITIONS AND VEHICLES	(D)	(E)
Total # of Positions Budgeted:	0	0
Total # of Permanently Assigned Vehicles:	0	0

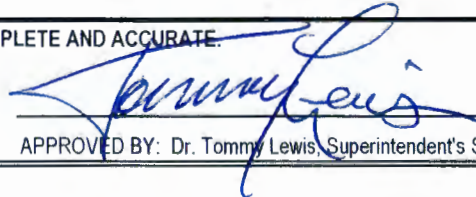
TOTAL:	\$200,000.00	100%
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PART V. I HEREBY ACKNOWLEDGE THAT THE INFORMATION CONTAINED IN THIS BUDGET PACKAGE IS COMPLETE AND ACCURATE.



1/20/16

SUBMITTED BY: Treva Roanhorse, Program Manager's Signature / Date



APPROVED BY: Dr. Tommy Lewis, Superintendent's Signature / Date

Received
THE NAVAJO NATION
PROGRAM PERFORMANCE CRITERIA

JAN 22 2016

PART I. PROGRAM INFORMATION:Business Unit No.: NEWOffice of Management & Budget
The Navajo Nation, Window Rock, Arizona
Program Name/Title: IGA AzDHS MIECHV**PART II. PLAN OF OPERATION REFERENCE/LEGISLATED PROGRAM PURPOSE:**

GSCMY-19-07/ The purpose of the Office of Special Education and Rehabilitation Services (OSERS) is to provide quality rehabilitation, independent living and early intervention services to eligible Navajo children and adults with disabilities. A further purpose of OSERS is to assure that eligible Navajo children and adults with disabilities achieve a level of independence, self-sufficiency and equal opportunity to live as productive Navajo citizens. Based on the Inter-governmental Agreement (IGA) between the Arizona Department of Health Services ("ADHS") and the Navajo Nation, OSERS is to expand the implementation of the Parents As Teachers (PAT) in the community and conduct evaluation and continuous quality improvement of the program to ensure effectiveness and PAT model fidelity.

PART III. PROGRAM PERFORMANCE CRITERIA:

1. Program Performance Area:

Provide homevisits with families with children birth to three (3).

Goal Statement:

Serve 250 families with children birth to three (3) annually.

1st QTR		2nd QTR		3rd QTR		4th QTR	
Goal	Actual	Goal	Actual	Goal	Actual	Goal	Actual

62		63		62		63	
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2. Program Performance Area:

Provide developmental screenings for children birth to three (3).

Goal Statement:

Conduct 275 developmental screenings to families with children birth to three (3) annually.

68		69		69		69	
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3. Program Performance Area:

Negotiate subcontractual agreements with schools

Goal Statement:

Execute four (4) subcontracts with local AZ schools for the program by the end of the second quarter.

N/A		2		N/A		N/A	
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4. Program Performance Area:

Goal Statement:

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5. Program Performance Area:

Goal Statement:

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PART IV. I HEREBY ACKNOWLEDGE THAT THE ABOVE INFORMATION HAS BEEN THOROUGHLY REVIEWED.

 Treva Roanhorse, Program Manager's Signature / Date

1/20/16


 Dr. Tommy Lewis, Superintendent's Signature / Date

**THE NAVAJO NATION
DETAILED LINE ITEM BUDGET AND JUSTIFICATION**

Received

JAN 22 2016

PART I. PROGRAM INFORMATION:			
Program Name/Title: <u>OSERS First Things First babyFACE Program</u>		Business Unit No.: <u>NEW</u>	
PART II. DETAILED BUDGET:			
(A)	(B)	(C)	(D)
Object Code (LOD 6)	Object Code Description and Justification	Total by DETAILED Object Code	Total by MAJOR Object Code
6500	CONTRACTUAL SERVICES		200,000.00
	Navajo Nation is to expand the implementation of the Parents As Teachers (PAT) in the community and conduct evaluations and continuous quality improvement of the program to ensure effectiveness and PAT model fidelity. The Navajo Nation will enter into four (4) subcontracts with Rock Point Community School, Nazlini Community School, Shonto Preparatory School and Dilcon Community School.		
6960	Subcontracted Services	200,000.00	
	6990: Subcontracted Services		
9500	MATCHING & INDIRECT COST		
	Indirect Cost is calculated at 0.00% of the grant award. IDC is restricted by the funding agency.		
9710	INDIRECT COST @ 0.00%		
	9720 Indirect Cost Charged @ 0.00%		
	IDC is restricted by funding agency.		
TOTAL		200,000.00	200,000.00



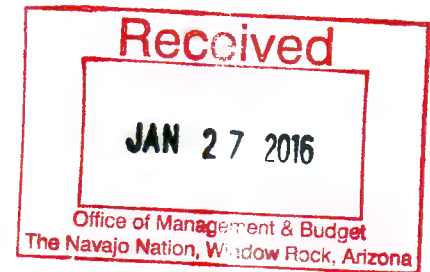
Division of Public Health Services

*Office of the Assistant Director
Public Health Prevention Services*

150 N. 18th Avenue, Suite 320
Phoenix, Arizona 85007
(602) 364-1400
(602) 364-1494 FAX
www.azdhs.gov

DOUGLAS A. DUCEY, GOVERNOR
CORY NELSON, INTERIM DIRECTOR

January, 27, 2016



Ms. Paula Seanez, Assistant Director
Navajo Nation Office of Special Education & Rehabilitation Services
P.O. Box 1420
Window Rock, AZ 86515
Phone: (928) 871- 6993
Fax: (928) 871-7865

Ms. Seanez,

Thank you for your request. At this time, the MIECHV Program is not able to increase the contract amount for the Parents As Teachers Home Visiting Model for MIECHV to include the Navajo Nations 17.18% IDC rate. The contract award cannot exceed the \$200,000 annual budget. Future funding and/or increase in funding are dependent on federal MIECHV funds awarded to ADHS.

Please feel free to contact me by email at laura.bellucci@azdhs.gov with questions.

Thank you,

Laura Luna Bellucci, MBA
MIECHV Program Director