



Contract Number: CTN-HD-14*186
 Effective Date : 6-1-14
 Term Date : 3-31-16
 Cost : _____
 Revenue : 23,920.-
 Total : _____ NTE: _____
 Action : _____
 Renewal By : 1-1-16
 Term : 3-31-16
 Reviewed by: [Signature]

BOARD OF SUPERVISORS AGENDA ITEM SUMMARY

Requested Board Meeting Date: 7/1/2014

ITEM SUMMARY, JUSTIFICATION &/or SPECIAL CONSIDERATIONS:

This Intergovernmental Agreement is an awarded contract from the Arizona Superior Court for Pima County to provide public health nursing home visitation services to families referred by the Family Drug Court. The total value of the contract is \$ 23,920 for a term of 22 months beginning June 1, 2014.

The Pima County Public Health Nurse program provides two home visitation services utilizing evidence-based/informed programs, Nurse Family Partnership and Health Start. Both programs conduct home visitations utilizing best-practice case management techniques to provide family-centered care, which enhances family functioning and well-being. Both programs also screen mothers for perinatal and post-partum depression, substance abuse and domestic violence, and conduct development screenings for the children. Community referrals are made as appropriate to the client's needs.

The Court's *Prevention and Family Recovery* Program provides an array of services for families involved in the Pima County Family Drug Court (FDC) program. Through this IGA, the Public Health Nursing Division will integrate evidence-based or evidence-informed parenting services and child development services into this program by providing a variety of home visitation services to parents involved in the dependency system due to substance abuse issues.

The projected number of families to receive service under this IGA is 120. Family Drug Court referrals that meet program criteria and enroll with the Health Start or Nurse Family Partnership will not be billed to this grant. All Public Health Nurse home visits, consultations and meetings for Family Drug Court referrals that do not meet criteria for other grants will be billed to the Court through this IGA.

CONTRACT NUMBER (If applicable): CTN 14*186

STAFF RECOMMENDATION(S): Approval

CORPORATE HEADQUARTERS: Pima County

Page 1 of 2

Ver. 1
 Vendor: 1
 Pgs. 10

To: COB - 6-18-14
 Agenda 7-1-14
 (2)

Procure Dept 06/11/14 PM03:19

CLERK OF BOARD USE ONLY: BOS MTG. _____

ITEM NO. _____

PIMA COUNTY COST: ___ and/or REVENUE TO PIMA COUNTY: \$ 23,920. -

FUNDING SOURCE(S): Az. Superior Court for Pima County
(i.e. General Fund, State Grant Fund, Federal Fund, Stadium D. Fund, etc.)

Advertised Public Hearing:

		YES	X	NO
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Board of Supervisors District:

1		2		3		4		5		All	
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IMPACT:

IF APPROVED:

The benefits of expanded Public Health Nursing home visitation services for children and families involved with Pima County Family Drug Court are children have fewer injuries, less likely to be abused and are better prepared to start schools, early family reunification and decrease the children's time in out-of-home care.

IF DENIED:

Failure to approve this contract will have a negative impact on high risk children and families throughout Pima County who will not have the opportunity to participate in evidence-based in-home interventions.

DEPARTMENT NAME: Health

CONTACT PERSON: Sharon Grant TELEPHONE NO.: 243-7842

INTERGOVERNMENTAL AGREEMENT

AMENDMENT NO. _____

ARIZONA SUPERIOR COURT FOR PIMA COUNTY

On Behalf Of Its JUVENILE COURT CENTER

And

PIMA COUNTY BOARD OF SUPERVISORS

On Behalf Of The PIMA COUNTY DEPARTMENT OF HEALTH

REGARDING PUBLIC HEALTH NURSING HOME VISITATION SERVICES

This number must appear on all invoices, correspondence and documents pertaining to this contract.

This Intergovernmental Agreement ("Agreement") is entered into this day among the Arizona Superior Court for Pima County, on behalf of its Juvenile Court Center ("COURT"), and the Pima County Board of Supervisors, (COUNTY) for the provision of Public Health Nursing Home Visitation Services.

RECITALS:

Whereas COURT and COUNTY may enter into agreements with each other pursuant to A.R.S. §11-952, et. seq.,

Whereas COURT is a public agency of the State of Arizona and is authorized to enter into this Agreement pursuant to A.R.S. §§11-951, et seq. and A.R.S. §8-891.

The parties share common interests of providing home health visitation services to expand the service array for families involved in the Pima County Family Drug Court (FDC) program. The Public Health Nursing Division will integrate evidence-based or evidence-informed parenting services and child development services into the Family Drug Court program by providing a variety of home visitation services to parents involved in the dependency system due to substance abuse issues.

Public Health Nurses will utilize best practice case management programs and make recommendations for interventions to address developmental delays in children, with the goal of strengthening parenting abilities of program participants, while enhancing family functioning and well-being, and preventing future child maltreatment as services strengthen and sustain comprehensive family-centered care.

The parties desire to structure a sustainable partnership that utilizes an effective approach to improve family functioning.

ARTICLE I

TERM: This Agreement shall be effective June 1, 2014 and shall terminate as of March 31, 2016, unless sooner terminated or extended pursuant to the provisions of this Agreement.

ARTICLE II

PURPOSE: The Purpose of this Agreement is to set forth the responsibilities of the parties for the performance of the "Public Health Nursing Home Visitation Services" program funded by the Children and Family Futures Prevention and Family Recovery program and to address legal and administrative matters among the parties.

The Pima County Public Health Nurse program provides home visitation services utilizing two evidence-based/informed programs, as described in Article III.

ARTICLE III

SCOPE OF WORK:

Provide the following in-home services to families, depending on needs:

Nurse Family Partnership: an evidence based maternal-child home visitation program that works with first time mothers that are less than 28 weeks pregnant and of low income. A BSN prepared nurse works with the mother to improve her prenatal outcomes, improve child and health development and improve the parent's self-sufficiency. It is a voluntary program that provides education and support during pregnancy, infancy and toddlerhood. The program helps to focus on behavior and support client centered changes; and

Health Start: an evidence informed maternal – child home visitation program that utilizes a community health worker that is overseen by a BSN. Health Start accepts mothers both prenatal and post-partum; and works with the mother and family up until the second birthday. Again, the community health worker is helping to provide education and assistance to improve prenatal outcomes and the health and development of the mother and family.

Both programs conduct home visitations utilizing best-practice case management techniques to provide family-centered care which enhances family functioning and well-being. Both programs also screen mothers for perinatal and post-partum depression, substance abuse, and domestic violence and conduct development screenings for the children. Community referrals are made as appropriate to the client's needs.

Public Health Nursing Home Visitation Services will be provided as a result of a referral from the Pima County Family Drug Court. Service plan and recommendations will be shared during the Adult Recovery Team/Child & Family Team (ART/CFT) staffings.

ARTICLE IV

COMPENSATION:

The consideration for this Agreement is the exchange of funds between the parties. The proposed budget is for 22 months and a total cost not to exceed \$23,920.00. The budget is included in ATTACHMENT A.

Pima County Department of Health shall provide invoices on a monthly basis within 15 days of the last day of the month. Monthly invoices shall include:

- Details indicating the specific activities performed;
- Identification of County staff performing activities; and
- Number of hours per activity.

A Monthly Activities report shall be submitted by the 15th day after the end of the month indicating:

- Activities related to staffings, meetings and consultation on FDC families; and

- Total number of home visits for FDC families during the month, client identified/initials, dates of visits, results of screenings and/or assessments, recommended services and plan.

Monthly invoices and activity reports shall be submitted to the Family Drug Court Program Manager.

ARTICLE V

TERMINATION: Either party may terminate this Agreement at any time and without cause by serving upon the other 30 days advance written notice of such intent to terminate. This agreement may be terminated at any time without advance notice and without further obligation of either party if the other party is found to be in default of any provision of this Agreement.

ARTICLE VI

CONFLICT OF INTEREST: In accordance with A.R.S. § 38-511, State may within three years after execution cancel the Contract, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State, at any time while the Contract is in effect, becomes an employee or agent or any other party to the Contract in any capacity or a consultant to any other party of the Contract with respect to the matter of the Contract.

ARTICLE VII

EXTENSION: Both parties shall have the option to extend this Agreement for up to two (2) one-year periods, and any modification of or extension to this Agreement shall be by formal written amendment and executed by the parties hereto.

ARTICLE VIII

CONFIDENTIALITY: COUNTY and its representative will, during the course of this program, be given access to certain confidential COURT records on a need to know basis. COUNTY covenants that it and its representatives will maintain strict confidentiality with regard to such records and that the contents of such records will not be released, communicated, or discussed with anyone other than specifically authorized by COURT personnel. COUNTY further covenants that it and its representatives will keep confidential any information or records that may be generated as a result of providing the services described herein and will not use these records for purposes unrelated to the contract without the express permission of the COURT.

ARTICLE IX

NON-DISCRIMINATION: In accordance with ARS § 41-1461, Contractor shall provide equal employment opportunities for all persons, regardless of race, color, creed, religion, sex, age, national origin, disability or political affiliation. Contractor shall comply with the Americans with Disabilities Act.

ARTICLE X

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.

In addition, COUNTY shall cause its contractor(s) and subcontractors, if any, to indemnify, defend, save and hold harmless the State of Arizona, any jurisdiction or agency issuing any permits for any work arising out of this Agreement, and their respective directors, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of COUNTY's contractor or any of the directors, officers, agents, or employees or subcontractors of such contractor. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by such contractor from and against any and all claims. It is agreed that such contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable.

ARTICLE XI

INSURANCE: The parties acknowledge that PCJCC and COUNTY are self-insured pursuant to statutory authority. The parties agree that the general liability coverage and the professional liability coverage afforded by these self-insurance programs are sufficient to meet the purpose of this Agreement.

ARTICLE XII

NOTICES: Any notice required or permitted to be given pursuant to this Agreement shall be in writing and shall be served by regular mail upon the other party as follows:

COURT (PCJCC)

Stephen Rubin, Court Administrator
Pima County Juvenile Court Center
2225 East Ajo Way
Tucson, Arizona 85713-6295

COUNTY

Francisco Garcia, MD, MPH
Director, Pima County Health
Department
3950 S. Country Club Rd., Suite 100
Tucson, AZ 85714

ARTICLE XIII

NON-WAIVER: The failure of either party to insist in any one or more instances upon the full and complete performance of any of the terms and conditions of this Agreement to be performed on the part of the other or to take any action permitted as the result thereof shall not be construed as a waiver or relinquishment of the right to insist upon the full and complete performance of the same or any other covenant either in the past or the future.

ARTICLE XIV

COMPLIANCE WITH LAWS: Both parties shall comply with all County, City, State, and Federal laws, ordinances, rules, regulations and statutes which may be applicable to this Agreement.

ARTICLE XV

SEVERABILITY: Each provision of this Agreement stands alone and any provision of this Agreement found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of this Agreement.

ARTICLE XVI

NON-ASSIGNMENT: COUNTY shall not assign its rights to this Agreement in whole or in part, without the prior written approval of the Presiding Judge of Juvenile Court. Assignment may be withheld at the sole discretion of the Presiding Judge of Juvenile Court.

ARTICLE XVII

APPLICABLE LAW: This contract shall be governed and interpreted by the laws of the State of Arizona and the Judicial Procurement Code.

ARTICLE XVIII

NON-AVAILABILITY OF FUNDS: In accordance with ARS § 35-154, every payment obligation of the State under the Contract is conditioned upon the availability of funds appropriated or allocated for payment of such obligation. If funds are not allocated and available for the continuance of this Contract, this Contract may be terminated by the State at the end of the period for which funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

ARTICLE XIX

AUDIT: In accordance with A.R.S. § 35-214, the Contractor shall retain and shall contractually require each subcontractor to retain all data, books and other records ("records") relating to this Contract for a period of five years after completion of the Contract. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Contractor shall produce the original of any or all such records.

ARTICLE XX

RECORD RETENTION: Pursuant of A.R.S. § 35-214, both parties shall retain, and shall require all subcontractors to retain, for inspection and audit by the COURT and the Arizona Auditor General, all books, accounts, reports, files and other records relating to the bidding and performance of the Agreement for a period of five years after its completion. Upon request by either party, a legible copy or the original of all such records shall be produced by other party at the respective party's administrative office of the COURT or the office of the Auditor General, or Arizona Board of Regents.

ARTICLE XXI

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

ARTICLE XXII

ARBITRATION: To the extent required by law, the parties to agree to resolve all disputes arising out of or relating to this Contract through arbitration, after exhausting applicable administrative review except as may be required by other applicable statutes.

ARTICLE XXIII

BACKGROUND CHECKS: All personnel, whether employed by the COUNTY or its Contractors, who have direct contact with juveniles or vulnerable adults pursuant to this IGA, shall be fingerprinted as a condition of assignment at the COURT. COUNTY shall submit employee fingerprints to a designated agency, and the fingerprint check shall be conducted pursuant to A.R.S §41-1750(G) prior to direct contact between personnel and juveniles and/or vulnerable adults. For purposes of this section, "employee" includes paid and unpaid personnel. COUNTY shall be responsible for the cost of fingerprint checks performed as a result of this IGA.

The COURT retains its authority to deny access to the Juvenile Court to any individual employed by the COUNTY or a Contractor who fails to successfully pass the background check referenced in this section or who fails to comply with all rules and regulations of the COURT.

ARTICLE XXIV

ENTIRE AGREEMENT: This document constitutes the entire Agreement of the parties and shall not be modified, amended, altered or changed except through a written amendment and signed by the parties.

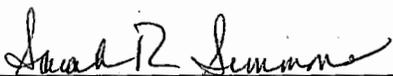
IN WITNESS, THEREOF, the parties have affixed their signature to this Agreement on the date written below.

Arizona Superior Court in Pima County

Pima County Board of Supervisors

Dated: 6/6/14

Dated: _____

By: 
Sarah Simmons, Presiding Judge

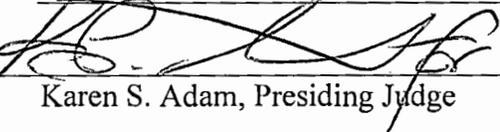
By: _____

Pima County Juvenile Court Center

ATTEST:

Dated: 6/2/14

Dated: _____

By: 
Karen S. Adam, Presiding Judge

By: _____
Clerk of Board

**INTERGOVERNMENTAL AGREEMENTS:
REVIEWED AND APPROVED AS TO FORM**

The foregoing Intergovernmental Agreement among Pima County Juvenile Court and the Pima County Health Department has been reviewed pursuant to A.R.S. §11-952 by the undersigned, who have determined that it is in the proper form and is within the powers and authority granted under the laws of the State of Arizona to those parties to the Intergovernmental Agreement represented by the undersigned.

PIMA COUNTY JUVENILE COURT

**PIMA COUNTY ATTORNEY'S
OFFICE**

(see attached GA letter) Barbara June 9, 2014
Assistant Attorney General Date Attorney for Pima County Date

REVIEWED BY: Marcus
Appointing Authority or Designee
Pima County Health Department



TOM HORNE
ATTORNEY GENERAL

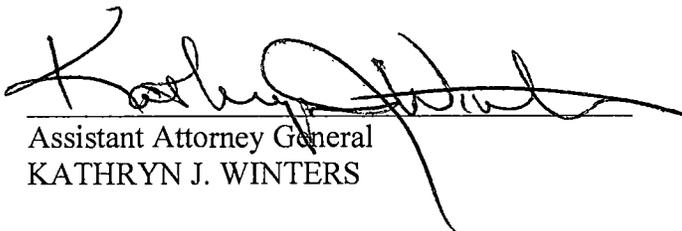
OFFICE OF THE ARIZONA ATTORNEY GENERAL

INTERGOVERNMENTAL AGREEMENT DETERMINATION

The Intergovernmental Agreement between the Arizona Superior Court for Pima County on Behalf of its Juvenile Court Center, and the Pima County Board of Supervisors on Behalf of the Pima County Department of Health, which is an Agreement between public agencies regarding Public Health Nursing Home Visitation Services, 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.

Dated this 30th day of May, 2014.

THOMAS C. HORNE
The Attorney General



Assistant Attorney General
KATHRYN J. WINTERS

ATTACHMENT A

**Pima County Health Department
Public Health Home Nursing Visitation Services
June 1, 2014 through March 31, 2016**

ACTIVITIES	COMPUTATION	TOTAL
Staffing/Meeting attendance and consultation	\$50 per hour x 4 hours per month x 22 months	\$4,400
Public Health Nurse home visits	\$280 per visit x 2.555 times per month x 22 months	\$15,739
Indirect Costs (18.76% of personnel)		\$3,781
TOTAL OF ALL COSTS		\$23,920

A Public Health Nurse participating in the Family Drug Court *Prevention and Family Recovery* project will attend staffings, meetings (Child & Family Team meetings and Family Recovery Plan meetings), and provide consultations approximately 4 hours per month for 22 months.

A Public Health Nurse will conduct in-home visits to Family Drug Court program participants an average of 2-3 times per month to provide:

- Evidence-based or evidence-informed parenting and child development services;
- Community resources and advocacy services;
- Home safety education;
- Depression and domestic violence screening;
- Physical health and immunization assessments;
- Medical and dental referrals;
- Best practice case management and make recommendations for interventions to address developmental delays in children; and
- Provide family-centered care to enhance family functioning and well-being and prevent future child maltreatment.

The Pima County Health Department, Public Health Nurse Program will provide monthly invoices and reports:

- Indicating the specific activities performed during the month;
- Name of COUNTY staff performing activities; and
- Number of hours per activity.

Please submit invoices to:
Chris Swenson-Smith, Division Director
Pima County Juvenile Court Center
2225 East Ajo Way
Tucson, AZ 85713-6295

Family Drug Court budget

Personnel

Staff Meeting attendance and consultation

Rate	Hours/month	# of months	TOTAL
\$50	4	22	\$4,400

Public Health Nurse home visits (not charged to HS or NFP)

\$280	2.555	22	\$15,739
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Total Personnel

\$20,139

Indirect

18.76%

\$ 3,781

\$3,778.04

\$23,920

Total grant amount

\$ 23,920