

## NAVAJO COUNTY AGENDA ITEM REQUEST FORM

|  |  |                          |                          |                          |         |    |                          |                          |                          |                          |                          |
|--|--|--------------------------|--------------------------|--------------------------|---------|----|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
| <b>Meeting Date:</b> February 24, 2015   | <b>Time Needed:</b> CONSENT  |                          |                          |                          |         |    |                          |                          |                          |                          |                          |
| <b>Requesting Department:</b> Health   | <b>Presenter(s) Name:</b> Mary Herring, Director   |                          |                          |                          |         |    |                          |                          |                          |                          |                          |
| <b>Motion before the Board:</b> Approve Subcontract for Nutrition Services between Navajo County Public Health Services District and St. Michaels Association for Special Education effective October 1, 2014 to September 30, 2015 in the amount of \$25,056.00.  |  |                          |                          |                          |         |    |                          |                          |                          |                          |                          |
| <b>Recommendation:</b> (who, what, where, when, how, etc.) Approve   |  |                          |                          |                          |         |    |                          |                          |                          |                          |                          |
| <b>Background:</b> (why should it be done, what will happen if not approved, etc. include resolution)<br>The Subcontract outlines what all parties are responsible for to complete the Arizona Nutrition Network nutrition strategies. NCPHSD will provide the staff to teach the nutrition education lessons and the materials to the students, teachers and parents. SMASE will provide a staff as a contact person for the implementation of the program objectives and complete the evaluations and financial reports. |  |                          |                          |                          |         |    |                          |                          |                          |                          |                          |
| <b>Fiscal Impact:</b> (what will it cost, where funds will come from, is it budgeted, etc.)<br>There will be exchange of money between NCPHSD and SMASE upon the completion of submitted financial and monthly reports. The funding that is going into this project will be for the program staff salary/ERE, nutrition education materials, and travel to the sites on the Navajo Nation in the state of Arizona to educate and train participants on the nutrition strategies.   |  |                          |                          |                          |         |    |                          |                          |                          |                          |                          |
| <b>Reviewed and approved by:</b>   | <table style="width: 100%; border: none;"> <tr> <td style="text-align: center;">County Manager</td> <td style="text-align: center;">County Attorney</td> <td style="text-align: center;">Human Resources</td> <td style="text-align: center;">Finance</td> <td style="text-align: center;">IT</td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> </tr> </table> | County Manager           | County Attorney          | Human Resources          | Finance | IT | <input type="checkbox"/> |
| County Manager   | County Attorney  | Human Resources          | Finance                  | IT                       |         |    |                          |                          |                          |                          |                          |
| <input type="checkbox"/>   | <input type="checkbox"/>   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |         |    |                          |                          |                          |                          |                          |
| <b>Board Action Taken</b>  |  |                          |                          |                          |         |    |                          |                          |                          |                          |                          |
| Approved<br><input type="checkbox"/>   | Denied<br><input type="checkbox"/>   |                          |                          |                          |         |    |                          |                          |                          |                          |                          |
| No Action<br><input type="checkbox"/>  | Continued<br><input type="checkbox"/>  |                          |                          |                          |         |    |                          |                          |                          |                          |                          |
| Continued to: _____  |  |                          |                          |                          |         |    |                          |                          |                          |                          |                          |
| Approved with changes as follows: _____  |  |                          |                          |                          |         |    |                          |                          |                          |                          |                          |
| <b>Clerk's Notes</b>   |  |                          |                          |                          |         |    |                          |                          |                          |                          |                          |
| <b>Date:</b>   | <b>Initial:</b>  |                          |                          |                          |         |    |                          |                          |                          |                          |                          |

**REMINDER:** Email this coversheet and all backup documentation to **BOS.Clerk** by **Noon the Tuesday before the BOS meeting.**



## Navajo County Public Health Services District

### Subcontract for Nutrition Services Agreement

**This Subcontract** is made and entered into by and between the Navajo County Public Health Services District ("Contractor") and St. Michaels Association for Special Education ("Subcontractor").

**Whereas**, Contractor has entered into a Nutrition Services Agreement with Arizona Nutrition Network to provide certain nutrition and obesity prevention services, a copy of which is attached hereto as Exhibit 1 (the "AZNN Contract"); and

**Whereas**, Contractor wishes to contract with Subcontractor to provide certain nutrition education services in strict accordance with the terms and conditions of the AZNN Contract, and Subcontractor is willing to provide such services upon the terms and conditions set forth herein,

**Now, therefore**, the parties hereby agree as follows:

1. **Term.** This Subcontract shall commence as of October 1, 2014 ("Effective Date") and shall continue in effect through September 30, 2015 unless sooner terminated as provided in Section 11.
2. **Services.** Subcontractor shall provide nutrition education services for the purpose of childhood interventions that target nutrition, maintaining a healthy weight and physical activity into existing community services for families with eligible children between the ages of 0 to 5 years living on the Navajo Nation in Navajo and Apache Counties, in strict accordance with the terms, conditions and requirements of the AZNN Contract and under the general direction of Contractor's Health Director. All supplies and equipment necessary to perform the services and not otherwise provided by Arizona Nutrition Network will be supplied by Contractor and/or Subcontractor. Subcontractor understands and agrees that all services hereunder shall be provided in strict compliance with the AZNN Contract. All services shall be provided in accordance with the professional and ethical standards generally applicable to nutrition education services. All services will be arranged through and with Contractor and Arizona Nutrition Network.

#### **Subcontractor Goals:**

Goal 1 - By September 30, 2015, increase the proportion of SNAP recipients and eligibles aged two years and older who meet dietary recommendations for fruit and vegetable consumption.

Goal 2 - By September 30, 2015, increase the proportion of SNAP recipients and eligibles aged two years and older who meet dietary recommendations for calcium by consuming low fat and fat free dairy.

Goal 3 - By September 30, 2015, increase the proportion of SNAP recipients and eligibles aged two years and older who consume half of their grains as whole grains.

Goal 4 - By September 30, 2015, increase the proportion of SNAP recipient and eligible children who participate in cumulative intermittent physical activity for 60 minutes a day.

Goal 5 - By September 30, 2015, increase the proportion of SNAP recipient and eligible adults who engage regularly, preferably daily, in moderate or vigorous physical activity.

Goal 6 - By September 30, 2015, increase the number of learning opportunities following the MyPlate guidelines for SNAP recipients and eligibles that would promote a healthy lifestyle.

3. **Compensation.** As full and complete compensation for the services to be provided hereunder, Contractor shall reimburse Subcontractor for actual services provided in accordance with the approved Subcontractor's Nutrition Services budget attached hereto as Exhibit 2. At the end of the first month that this Subcontract is in effect and at the end of each month thereafter, Subcontractor will submit to Contractor a record of services provided, together with a record of expenditures according to Subcontractor's approved budget and AZNN allowable costs. Contractor will submit a demand to Navajo County Finance. Payment will be made directly to Subcontractor in accordance with Navajo County's standard procedures for processing demands.
4. **Independent Contractor.** In providing services hereunder, Subcontractor is an independent contractor. Subcontractor's employees shall not be deemed employees of Contractor and shall not be entitled to any benefits provided to Contractor's employees.
5. **Insurance.** Subcontractor shall maintain in force during the terms of this Subcontract, at Subcontractor's expense, insurance equivalent to that which must be maintained by Contractor under the AZNN Contract. Subcontractor shall provide Contractor with certificates of insurance evidencing all required policies and shall notify Contractor of any cancellation or decrease in the amount of coverage at least 30 days before the effective date of such cancellation or decrease.
6. **Compliance with Laws.** Subcontractor shall comply with all federal and state statutes, regulations and orders applicable to the services provided hereunder. All federal and state laws required to be incorporated into this Subcontract shall be enforced as though fully set forth herein.
7. **Professional Licenses.** Subcontractor shall maintain in force throughout the term of this Subcontract any and all licenses, permits and accreditations required for Subcontractor to provide services hereunder. Subcontractor shall provide Contractor with documentation of any and all required licenses, permits and accreditations (including without limitation Navajo Nation Food Handler Permits and Arizona Finger Print Clearance Cards). Subcontractor shall notify Contractor and shall immediately suspend performance hereunder if any such license, permit or accreditation is suspended or revoked.
8. **Training.** Subcontractor will accept and participate in any and all training required and offered by Contractor or Arizona Nutrition Network.

9. **Records and Reports.** Contractor and Subcontractor shall retain all client and service records generated as a result of this Subcontract. Subcontractor is familiar with all record retention and confidentiality requirements set forth in the AZNN Contract and applicable federal and state laws and shall comply with all such requirements in handling client records and information.
  
10. **Indemnification.** To the fullest extent allowed by law, each party (as "Indemnitor") shall indemnify, defend and hold harmless the other party and its agents, representatives, officers, officials and employees (the "Indemnitees") from and against any and all claims, damages, losses and expenses (including, but not limited to attorney fees, court costs and the costs of appellate proceedings) relating to, arising out of or resulting from the Indemnitor's negligent acts, errors mistakes or omissions in the performance of this Subcontract. The Indemnitor's duty to defend, hold harmless and indemnify the Indemnitees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death or injury to any person, or impairment or destruction of property including loss of use resulting there from, caused in whole or in part by any negligent act, error, mistake or omission in the performance of this Subcontract (including those by any person for whose negligent acts errors, mistakes or omissions the Indemnitor may be liable).
  
11. **Termination.** This Subcontract shall terminate immediately and automatically upon the termination of the AZNN Contract for any reason. In addition, either party may terminate this Subcontract for any reason upon 30 days prior written notice to the other party. In addition, Contractor may terminate this Subcontract upon written notice if Subcontractor fails to cure any default in performance within ten days after delivery of a written notice of default by the Contractor. This Subcontract is also subject to cancellation pursuant to ARS § 38-511 (concerning conflicts of interest).
  
12. **Non-Assignment.** Subcontractor shall not assign any right or interest in this Subcontract without Contractor's prior written approval, nor shall Subcontractor delegate or subcontract any duty hereunder without Contractor's prior written approval. Any purported assignment, delegation or subcontract without Contractor's prior written approval shall be void.

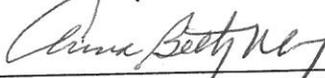
IN WITNESS WHEREOF, the parties have executed this Subcontract as of the Effective Date.

**NAVAJO COUNTY PUBLIC HEALTH SERVICES DISTRICT ("CONTRACTOR")**

By \_\_\_\_\_  
Chairman, Board of Directors

Attest: \_\_\_\_\_  
Clerk of the Board

**ST. MICHAELS ("SUBCONTRACTOR")**

By  \_\_\_\_\_  
Chairman, Board of Directors

Attest:  \_\_\_\_\_  
Clerk of the Board

**Arizona Nutrition Network  
Budget Justification**

Organization Name: **St. Michaels Association for Special Education**

| Budget Category                    | Budget Description  | Budget Calculation Details  | Annual Expenses | PPA (20%)      |
|------------------------------------|---|---|-----------------|----------------|
| A. Personnel Costs/Salary          |   |   | \$25,280        | \$3,032        |
| B. Fringe Benefits                 |   |   | \$1,580         | \$500          |
| C. Contracts, Grants, & Agreements | (A) Client Apprentice Nutrition Educators (ANE) to provide Food Demonstrations and Education Events with Job Coaches in Local Community Sites, (B) Stipends for AZNN Student Nutrition Educators (S/NE) related Service Learning Program workers in related community nutrition activities, (C) Student Nutrition Education Support Workers @ minimal wage, (D) Master Gardener & Nutrition Teacher to expand Greenhouse, Gardening Projects (E) Consultation for the SMASE Wellness Policy | (A) ANE @ 20.00/per food demonstration/nutrition education activities 30 food demonstrations=\$600.00 (B) S/NE stipends per food community nutrition education activities, packaging & Distributing materials to local sites, setup/AZNN Bulletin Boards in 20 sites 4x/year sliding stipends = \$1,000; (C) Student Nutrition Education Support Workers @ minimal wage 240/annual = \$1,680. (D) Master Gardener & Nutrition Teacher @ 25/hr X 80hrs = \$2000  | \$5,280         | \$3,000        |
| D. Non-capital Equipment/Supplies  | (A) food and materials for 50 food demos; (B) Office Supplies such as xerox paper, stapler, staple refills, colored xerox paper.  | (A) Food demos \$25/ea x 50 = \$1,250 (B) Annual SNAP-ED Office Supplies to produce material, adaptations for cognitive accessibility and reports=\$2829.00; Materials for the gardening Project; hoop, greenhouse, planters, etc. = \$1,000  | \$5,079         | \$2,000        |
| E. Materials                       | (A) SNAP topic incentive items, (B) SNAP education materials, (C) Nutrition & Literacy  | (A) Reinforcement items (250 incentive items @ \$4ea = \$1,000); (B) SNAP-Ed materials =400.00; (D) Nutrition & Literacy Curriculum by The University of Vermont Extension = \$180.00   | \$1,580         | \$0            |
| F1. Travel - In-State              | (A) Phoenix; (B) Flagstaff; Travel for AZNN Partner Meetings, trainings and technical assistance; (C) Mileage for Bulliken board Setups in Wheelchair Vans to Sawmill, Oaksprings, Lupton and Garandó & Delivery of Nutrition Education Materials to the local community.   | (A) Phoenix Trips for 2 staff; lodging @ \$103/night x 1 night x 2 staff=\$206; Per diem @ \$39/day x 2 days x 2 staff = \$156.00; mileage .50 x 550=\$275; Total Phx travel=\$632.00; (B) 1 Flagstaff Trips for 2 staff lodging \$81 X 1 night X 2 staff = \$162.00; per diem @ \$39/day X 1 day X 2 staff=\$78.00; Total Flagstaff travel = \$425 (C) Partial mileage reimbursement for local and distance Delivery of Nutrition Educational Materials on a weekly basis up to 494.5 miles/annually X .55 = \$272 | \$1,329         | \$0            |
| F2. Travel - Out-of-State          |   |   | \$0             | \$0            |
| F3. — Total                        |   |   | \$1,329         | \$0            |
| G. Building Space                  |   |   | \$0             | \$0            |
| H1. Maintenance - Utilities        |   |   | \$0             | \$0            |
| H2. Maintenance - Facilities       |   |   | \$0             | \$0            |
| H3. — Total                        |   |   | \$0             | \$0            |
| I. Equipment & Other capital       |   |   | \$0             | \$0            |
| J. Indirect Costs                  | (A) Indirect Costs Personnel Costs, Salary & Fringe   | (A) At 13.94% of \$10,346 = \$1,442.00  | \$1,442         | \$0            |
|                                    | <b>TOTAL EXPENSES</b>   |   | <b>\$25,056</b> | <b>\$8,895</b> |

\*You must include a copy of your Indirect Cost Allocation Plan if you include Indirect Costs in your budget.

*St. Michaels Association for Special Education*  
*Total Budget: \$25,056*