



BOARD OF SUPERVISORS AGENDA ITEM REPORT **CONTRACTS / AWARDS / GRANTS**

Requested Board Meeting Date: December 1, 2015

or Procurement Director Award ☐

Contractor/Vendor Name (DBA): Public Health Institute

Project Title/Description:

Strategic Surveillance for Heat Related Illness

Purpose:

Each year, over 250 people with Heat Related Illness (HRI) present to local emergency departments and 2-5 of them die. HRI is a preventable disease and the Health Department seeks to better understand how and why it happens in Pima County and how we can best formulate prevention strategies.

Procurement Method:

N/A

Program Goals/Predicted Outcomes:

With this support, and a diverse team of partners from the academic, public health, healthcare, non-profit, government, and media sectors, we can better understand and respond to the growing impact of heat related illness in our community. Specifically, we will conduct strategic HRI surveillance to further define vulnerable groups, and to inform responsive pilot interventions to prevent HRI in disproportionately affected groups.

Public Benefit:

This project will lead to substantial improvements in HRI surveillance, and build strong multidisciplinary partnerships for continued understanding and prevention of HRI in our most vulnerable groups. Importantly, the effort will increase community awareness of the impacts of increasing temperatures in Pima County and pave the way for future collaborative efforts to build climate resilience.

Metrics Available to Measure Performance:

Success will be measured through completion of surveillance reports, the establishment of working groups within the community, and the implementation of prevention interventions for the 2016 and 2017 extreme heat seasons.

Retroactive:

No.

Original Information

Document Type: GTAW Department Code: HD Contract Number (i.e., 15-123): 16*36
Effective Date: 1/1/2016 Termination Date: 6/30/2017 Prior Contract Number (Synergen/CMS): N/A
☐ Expense Amount: \$ _____ ☒ Revenue Amount: \$ 30,000.00
Funding Source(s): The Kresge Foundation, via the Public Health Institute

Cost to Pima County General Fund: \$0.00

Contract is fully or partially funded with Federal Funds? ☐ Yes ☐ No ☒ Not Applicable to Grant Awards
Were insurance or indemnity clauses modified? ☐ Yes ☐ No ☒ Not Applicable to Grant Awards
Vendor is using a Social Security Number? ☐ Yes ☐ No ☒ Not Applicable to Grant Awards

If Yes, attach the required form per Administrative Procedure 22-73.

Amendment Information

Document Type: _____ Department Code: _____ Contract Number (i.e., 15-123): _____
Amendment No.: _____ AMS Version No.: _____
Effective Date: _____ New Termination Date: _____
☐ Expense ☐ Revenue ☐ Increase ☐ Decrease Amount This Amendment: \$ _____
Funding Source(s): _____

Cost to Pima County General Fund: _____

Contact: Sharon Grant

Department: Health

Telephone: 724-7842

Department Director Signature/Date: _____

Deputy County Administrator Signature/Date: _____

County Administrator Signature/Date: _____
(Required for Board Agenda/Addendum Items)

John P. ... 2 Nov 2015
[Signature] 11-5-15
C. Dulubay 11/6/15

SUBAWARD AGREEMENT

AGREEMENT NUMBER: 1021102

PAYMENT TYPE: Fixed Price

PERIOD OF PERFORMANCE: January 1, 2016 through June 30, 2017

TOTAL AMOUNT: Fixed Price of \$30,000

PRIME AWARD RECITALS

PRIME SUBAWARD FUNDING AGENCY: The Kresge Foundation

PRIME SUBAWARD NUMBER: 05012

PHI's PROGRAM NAME: Climate Change, Health and Equity Nexus: Framework to Action.

SUBRECIPIENT INFORMATION

PIMA COUNTY, PIMA COUNTY HEALTH DEPARTMENT

3950 S. Country Club Road, Suite
100 Tucson, AZ 85714

AUTHORIZED SIGNATORY:

Sharon Bronson, Chair

CONTACT: Sharon Grant,

Contracts/Grants Manager

Email: Sharon.grant@pima.gov

Tel: 520-724-7842

PRINCIPAL INVESTIGATOR

M. Michele Manos, Senior

Consultant, Office of the Director

Email: michele.manos@pima.gov

Tel: 520-724-7953

PRIME RECIPIENT INFORMATION

PUBLIC HEALTH INSTITUTE

555 12th Street, 10th Floor

Oakland, CA, USA 94607

Tel: 510-285-5500

AUTHORIZED REPRESENTATIVE

Teresa Leung, Director of Grants & Contracts

Email: tleung@phi.org

Tel: 510-285-5722

PROGRAM REPRESENTATIVE

Name: Linda Rudolph

Email: Linda.Rudolph@phi.org

Tel: 510-206-9713

ADMINISTRATIVE REPRESENTATIVE

Kimberlee Yates, Grants and Contracts Specialist

Email: kyates@phi.org

Tel: 916-285-1228

The Public Health Institute (PHI) hereby enters into this Subaward as outlined within the attached clauses and exhibits. PHI is hereafter referred to as "PHI" and **Pima County, Pima County Health Department** is hereafter referred to as "Subrecipient." The Subrecipient agrees to perform the services and submit required deliverables according to the terms and subject to the conditions outlined within this Subaward.

**SUBAWARD OF FINANCIAL ASSISTANCE AGREEMENT
BETWEEN
PUBLIC HEALTH INSTITUTE
AND
PIMA COUNTY ON BEHALF OF PIMA COUNTY HEALTH DEPARTMENT**

- 1. PERIOD OF PERFORMANCE:** The period of performance for work outlined in this Subaward is expected to start and end as follows unless amended by both parties:
 - Start Date: January 1, 2016
 - End Date: June 30, 2017
- 2. PURPOSE OF SUBAWARD:** Subrecipient will implement the activities and complete the reporting requirements outlined in Exhibit A (Statement of Objectives).
- 3. TOTAL AMOUNT:** This Subaward is for the total fixed price amount of \$30,000.
- 4. USE OF FUNDS:** Subrecipients must obtain prior approval of PHI to make material changes in program objectives, implementation strategy, key personnel, or timetable. Such requests must be made in writing.
- 5. INVOICES:** Subrecipient will invoice PHI for services rendered in accordance with Exhibit A (Statement of Objectives) and according to Exhibit B (Payment Schedule). Upon approval by the PHI's Program Representative, Linda Rudolph, of the Subrecipient's invoices, PHI will pay Subrecipient, in arrears, the total fixed price amount specified above. PHI will have no obligation to pay Subrecipient for invoices submitted more than 30 days after the date of expiration of this agreement. Invoices will be on letterhead and include: Agreement Number, Subrecipient Name, Subrecipient Mailing Address, Subrecipient Telephone, Invoice Number, Invoice Period, and Signature. For fixed price agreements, invoices must include a description of objectives achieved and payment amount.
- 6. RECORD RETENTION:** Subrecipient will preserve and retain all of its financial records supporting documentation and all other records, documents, papers and other materials pertinent to this agreement for five years from the date of final payment.
- 7. SUBRECIPIENT MONITORING:** Subrecipient shall cooperate with PHI in its efforts to monitor the activities of Subrecipient as necessary to ensure that awards are used for authorized purposes in compliance with laws, regulations, and the provisions of contract or grant agreements and that performance goals are achieved.
- 8. USE OF MATERIALS:** PHI shall have the right to use, reproduce, and authorize others to use and reproduce, any materials produced pursuant to this Subaward. PHI's use of materials will be consistent with and not interfere with Subrecipient's official reporting to other funders and submission of manuscripts for scientific publication.

- 9. ACKNOWLEDGMENT:** Subrecipient will acknowledge this financial support as follows: “Funding is provided by the Climate Change, Health and Equity, a program of the Public Health Institute, through funding from the Kresge Foundation.”
- 10. INDEPENDENT CONTRACTOR:** Subrecipient is an independent contractor and for no purpose will any of its officers, directors, members, employees, volunteers, Subrecipient or agents be considered an employee of PHI or the Funding Agency, if any.
- 11. CONFIDENTIALITY:** In the event that Subrecipient receives a public records request for confidential or proprietary information or materials that have been disclosed to Subrecipient by PHI in the course of this Subaward, Subrecipient will release records marked CONFIDENTIAL ten (10) business days after the date of notice to PHI of the request for release, unless PHI has, within the ten day period, secured a protective order, injunctive relief or other appropriate order from a court of competent jurisdiction, enjoining the release of the records. For the purposes of this paragraph, the day of the request for release will not be counted in the time calculation. PHI will be notified of any request for such release on the same day of the request for public release or as soon thereafter as practicable. Subrecipient will not, under any circumstances, be responsible for securing a protective order or other relief enjoining the release of records marked CONFIDENTIAL, nor will Subrecipient be in any way financially responsible for any costs associated with securing such an order.
- 12. INDEMNIFICATION:** To the extent permitted by law, each party agrees to indemnify, defend and hold harmless the other party and its directors, officers, members, employees, contractors and agents.
- 13. LIMITATION OF LIABILITY:** Neither party will be liable to the other for any indirect, incidental, special, consequential, or punitive damages, whether caused by negligence or otherwise.
- 14. INSURANCE AND LICENSES:** Subrecipient will possess and maintain all necessary licenses, permits, certificates, minimum legal liability insurance coverage and credentials required by applicable law.
- 15. EXCUSABLE DELAY:** If Subrecipient is delayed in the performance of its obligations by reason of labor troubles, power failure, acts of government, acts of God or the public enemy, or any other reasons or causes beyond its reasonable control, performance will be excused for the period of delay and, if agreed to in writing by the parties, the Subaward will be extended for a period equivalent to the delay.
- 16. INTERFERING CONDITIONS:** Subrecipient agrees to promptly notify PHI of any condition that might interfere with this Subaward. Notification will not relieve Subrecipient of any responsibilities hereunder.
- 17. DEBARMENT CERTIFICATION:** Subrecipient certifies that it is not listed as debarred or

suspended in www.sam.gov. Subrecipient will incorporate the requirements of this section in all non-exempt lower tier transactions.

- 18. ANTI-TERRORISM:** Subrecipient certifies, that to the best of your knowledge, your organization, members of your governing body, your staff, and any consultants/contractors for your project do not advocate, plan, sponsor, commit, threaten to commit, or support terrorism. By your acceptance of this Subaward, you agree to provide us with information required for us to comply with Executive Order 13224, the USA Patriot Act, and other applicable laws, administrative rules, and Executive Orders. By accepting this Subaward, you further agree that all funds, including subawards, will be used in compliance with all applicable anti-terrorist financing and asset control laws, regulations, rules, and executive orders. Subrecipient certifies that you will not provide material support or resources to an individual or entity that you know, or have reason to know, is acting as an agent for any individual or entity that advocates, plans, sponsors, engages in, or has engaged in, terrorist activity, or that has been so designated, and will immediately cease such support if an entity is so designated after the date of the Subaward Agreement.
- 19. WHISTLEBLOWER:** Pilot Program for Enhancement of Contractor Employee Whistleblower Protections: Subrecipient is hereby given notice that the 48 CFR section 3.908, implementing section 828, entitled “Pilot Program for Enhancement of Contractor Employee Whistleblower Protections,” of the National Defense authorization Act (NDAA) for Fiscal Year (FY) 2013 (Pub. L. 112-239, enacted January 2, 2013), applies to this Subaward. Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights (Sept. 2013) requires that (a) this Subaward and employees working on this agreement will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908. (b) The Subrecipient will inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation. (c) The Subrecipient will insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.
- 20. COMPLIANCE WITH LAW:** Subrecipient agrees to comply with all relevant state and federal statutes and regulations.
- 21. GOVERNING LAW:** The validity, construction, and effect of this Subaward will be governed by the laws of the United States of America.
- 22. SEVERABILITY:** If any provision of this Subaward is held in conflict with law, the validity of the remaining provisions will not be affected.
- 23. TERMINATION:** PHI or Subrecipient may terminate this Subaward agreement without cause upon thirty (30) days written notice to the other party.
- 24. DISPUTES AND ARBITRATION:** Any controversy or claim arising out of or relating to

this Subaward, or the breach thereof, will be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association.

- 25. NON-ASSIGNMENT:** This Subaward is not assignable by Subrecipient without the prior written consent of PHI.
- 26. SURVIVAL OF OBLIGATIONS:** Expiration or termination of this Subaward will not extinguish any previously-accrued rights or obligations of the parties.
- 27. NOTICES:** Any notice given by any of the parties will be sufficient only if in writing to the PHI Administrative Representative and by/to the Subrecipient's Authorized Representative named on the cover page of this agreement.
- 28. CANCELLATION FOR CONFLICT OF INTEREST:** This Agreement is subject to cancellation for conflict of interest pursuant to ARS § 38-511, the pertinent provisions of which are incorporated into this Agreement by reference.
- 29. COMPLIANCE WITH EMPLOYMENT REGULATIONS:** The parties will comply with all applicable state and federal immigration and employment laws and will require subcontractors, if any, to do the same, including, but not limited to, A.R.S. § 23-214 (A), Arizona Executive Order 2009-09, Public Law 101-336, 42 § U.S.C. 12101-12213 and all applicable federal regulations under the Americans with Disabilities Act, including 28 CFR Parts 35 and 36.
- 30. ENTIRE AGREEMENT:** This is the entire agreement between the parties. It supersedes all prior oral or written agreements or understandings and it may be amended only in writing.

Signature Page to Follow

PIMA COUNTY:

APPROVED:

Chair, Board of Supervisors

Date

ATTEST:

Clerk of Board

Date

APPROVED AS TO FORM:



Deputy County Attorney

10.30.15

Date

APPROVED AS TO CONTENT:



Pima County Health Department

11.04.2015

Date

PUBLIC HEALTH INSTITUTE:

Teresa Leung, Director, Grants and Contracts

Date

EXHIBIT A STATEMENT OF OBJECTIVES

PART 1.

Deliverable	Due Date	Detail
1. Local climate change and health assessment	November phone call with Center	<p>Conduct a preliminary and informal scan of activities pertinent to climate change and health within the local jurisdiction, including</p> <ul style="list-style-type: none"> i. Activities directly related to climate change within local health department (e.g. vulnerability assessments, community education on climate, etc.) ii. Activities related to health co-benefits of climate solutions (e.g. active transportation, local food systems) iii. Climate-change related activities of sister agencies within jurisdiction (e.g. emergency services, planning, public works) iv. Local health care system activities related to climate change mitigation or preparedness v. Community-based organizations engaged in activities directly related to climate change or in advocacy around healthy communities and/or health equity and social justice
2. Quarterly progress reports	1. March 31, 2016 2. June 30, 2016 3. Sept. 30, 2016 4. December 31, 2016 5. March 31, 2017	Subrecipient must use Template provided. (Template will be provided at first collaborative meeting in January, 2016).
3. Final report	July 31, 2017	Subrecipient must use Template provided. (Template will be provided in January 2017), Final report will include a narrative and financial report.
4. Attend learning collaborative meetings	1. Jan. 13-14, 2016 2. May, 2017 (dates TBD)	Each Subrecipient Department must send two (2) project participants, including the project manager, to the learning collaborative meetings in Oakland, California. Subrecipients will be separately reimbursed for reasonable travel costs. Project manager may choose to include either a staff person or a community partner.
5. Participate in learning collaborative	Monthly	<p>Subrecipients will meet monthly by phone or webinar for one hour or two hours.</p> <ul style="list-style-type: none"> i. Alternative months (February, April, June, August, October, December, February, April) will consist of one hour teleconferences with Center/PHI staff to discuss project progress and challenges. ii. Alternative months (March, May, July, September, November, January, March) will consist of two hour webinars or teleconferences with all learning collaborative

		participants.
6. Conduct activities per work plan		Subrecipient will complete activities per submitted (revised) workplan and SOW Part B below

PART 2.

Activities	Deliverables	Timeline
1. Collect and review possible heat related illnesses from BioSense and non-BioSense data sources (hospital discharge, medical records) for 2015 events	1. Summary report of annual descriptive analyses as per 2013 pilot study	Jan-August 2016
2. Collect and review possible heat related illnesses from BioSense and non-BioSense data sources (hospital discharge, medical records) for 2016 events	2. Summary progress report	Jan-Jun 2017
3. Meet with ED medical directors and train staff	3.1 List of attendees and summary of meetings 3.2 Copy of in-service presentation 3.3 Example of an enhanced heat-related illness protocol	January 2016 March-April 2016 May 2016-June 2017
4. Evaluate the strengths and limitations of BioSense capture.	4.1 Assessment of sensitivity and specificity of BioSense and HHD-identified HRI cases incident in 2015	July-August 2016
5. Review the completeness and quality of medical record information for HRI events in May-Sep 2016 for hospitals participating and not participating in BioSense	5.1 Summary of improvements, stasis, and complications found for hospital participating in BioSense 5.2 Summary of improvements, stasis, and complications found for hospital not participating in BioSense	November-December 2016 March April 2017
6. For hospitals with BioSense reporting throughout 2016, compare crude 2016 HRI cases identified from HDD to confirmed ED events identified by BioSense.	6.1 Report of simple agreements between capture methods	June 2017

<p>7. Conduct individual, community partners, and sector group meetings</p>	<p>7.1. List of attendees and meeting summary of individual meetings</p> <p>7.2. List of attendees and meeting summary of community partners kick-off meeting.</p> <p>7.3. List of attendees and meeting summary of community partners Year 2 meeting</p> <p>7.4 List of attendees and meeting summary of initial sector group meeting</p> <p>7.5 List of attendees and meeting summary follow-up sector group meeting</p>	<p>January – February 2016</p> <p>February –August 2016</p> <p>March 2017</p> <p>Mar-Apr 2016</p> <p>November 2016 – February 2017</p>
<p>8. Design and implement targeted HRI prevention activities with stakeholder participation</p>	<p>8. 1 Description of one or more interventions for each of at least 2 of the vulnerability groups (HSM) for 2016.</p> <p>8.2 Description and informal feedback from those receiving and implementing prevention projects in 2016</p> <p>8. 3 Description of one or more interventions for each of at least 2 of the vulnerability groups (HSM) for 2017</p>	<p>March – May 2016</p> <p>June – September 2016</p> <p>February – March 2017</p>

EXHIBIT B PAYMENT SCHEDULE

The Subrecipient will be paid the total fixed price amount of \$30,000 as follows:

Date of Payment	Required Deliverable(s) to Obtain Payment	Amount
January 10, 2016	<ul style="list-style-type: none"> • Scan of Jurisdiction Climate Change and Health Activities; • Participation of two project participants in first learning collaborative meeting 	\$15,000.00
January 1, 2017	<ul style="list-style-type: none"> • Completion of four quarterly reports; • Participation in monthly meetings • Summary report of annual descriptive analyses of conventional HHD 2015 cases (update of 2013 pilot study) • Assessment of sensitivity and specificity of BioSense and HHD-identified HRI cases incident in 2015 • Description and informal feedback from those receiving and implementing prevention projects in 2016 	\$10,000.00
August 1, 2017	<ul style="list-style-type: none"> • Completion of final report • Participation in monthly meetings • Participation of two project participants in second learning collaborative meeting 	\$5,000.00