



BOARD OF SUPERVISORS AGENDA ITEM REPORT
AWARDS / CONTRACTS / GRANTS

Award Contract Grant

Requested Board Meeting Date: June 6, 2023

or Procurement Director Award: []

* = Mandatory, information must be provided

*Contractor/Vendor Name/Grantor (DBA):

Arts Foundation for Tucson and Southern Arizona

*Project Title/Description:

SaludArte – Building a Culture of Health to Address Health Disparities

*Purpose:

AFTSA will work with the Health Department to conduct activities related to the SaludArte project. SaludArte will be funded by three major federal grants. Though the effort will be unified through SaludArte as one cohesive project, the deliverables required and budgets offered by each grant will remain separate and distinct, to ensure compliance measures are met for each funding entity and the purview of each grant program.

Amendment #1 allows for a 6-month extension due to the no-cost extension awarded by the funders at CDC. The Health Disparities portion of the SaludArte includes contracts for four artists to work with identified community representatives to execute the SaludArte project. No additional funding is obligated and programmatic activities for subrecipient will conclude by December 31, 2023.

*Procurement Method:

This Subrecipient Agreement is a non-Procurement agreement and not subject to Procurement rules.

*Program Goals/Predicted Outcomes:

AFTSA will collaborate with Health Department staff and community-based partners to develop and implement a project to increase the visibility of the lived experience of selected communities in the form of a publicized story telling campaign, public art production and a subsequent community celebration of culture and health. AFTSA will provide subject matter experts in community public art administration and artist selection and leverage existing relationships to recruit participants from within selected communities of focus. AFTSA will also work with staff and partners to increase access, acceptability and use of public health information and services by minority populations with low literacy and limited English proficiency. AFTSA will implement project plans for the SaludArte project with the Health Department, local community-based organizations and supervisory districts to generate new approaches for centering community voices, exploring the connection between culture and health, providing an evidence-based outlet of expression for historically excluded communities, and contributing to innovative community engagement practices that allow minority populations in Pima County to find, understand, and use public health information.

*Public Benefit:

The project will identify and execute strategies and solutions to improve community responses to public health strategies for communicable diseases and increase cultural health. Communities that have been severely impacted by communicable disease outbreaks and who have also suffered historical exclusion will be able to express their experiences through a storytelling campaign, public art and a countywide community celebration of culture and health. Participants from within selected communities of focus, including those with low literacy and limited English proficiency, will be recruited for the project.

*Metrics Available to Measure Performance:

AFTSA will participate in weekly Health Literacy project partner meetings to design and execute work plan activities to improve community adherence to communicable disease mitigation strategies through evidence-based public art strategies. Monthly progress reports in a format provided by Pima County that demonstrate completion of assignments will be submitted.

*Retroactive:

Yes. The agreement under this fund expired on 5/31/2023 and requires retroactive approval to 6/1/2023. If not approved, the agency will not be able to fulfill the program goals and expend the obligated funds.

MAY 22 '23 PM 12:55 PD

6MI approves 5/19/23 [Signature]

TO: COB 6-24-2023 (1)
VERS.: 3
PGS.: 7

THE APPLICABLE SECTION(S) BELOW MUST BE COMPLETED

Click or tap the boxes to enter text. If not applicable, indicate "N/A". Make sure to complete mandatory (*) fields

Contract / Award Information

Document Type: _____ Department Code: _____ Contract Number (i.e., 15-123): _____
Commencement Date: _____ Termination Date: _____ Prior Contract Number (Synergen/CMS): _____
Expense Amount \$ _____* Revenue Amount: \$ _____

*Funding Source(s) required: _____

Funding from General Fund? Yes No If Yes \$ _____ % _____

Contract is fully or partially funded with Federal Funds? Yes No

If Yes, is the Contract to a vendor or subrecipient? _____

Were insurance or indemnity clauses modified? Yes No

If Yes, attach Risk's approval.

Vendor is using a Social Security Number? Yes No

If Yes, attach the required form per Administrative Procedure 22-10.

Amendment / Revised Award Information

Document Type: CT Department Code: HD Contract Number (i.e., 15-123): 22-408
Amendment No.: 01 AMS Version No.: 03
Commencement Date: 06/01/2023 New Termination Date: 12/31/2023

Prior Contract No. (Synergen/CMS): N/A

Expense Revenue Increase Decrease

Amount This Amendment: \$ 0.00

Is there revenue included? Yes No If Yes \$ _____

*Funding Source(s) required: Nat'l Initiative to Address COVID-19 Health Disparities grant from the CDC

Funding from General Fund? Yes No If Yes \$ _____ % _____

Grant/Amendment Information (for grants acceptance and awards)

Award Amendment

Document Type: _____ Department Code: _____ Grant Number (i.e., 15-123): _____
Commencement Date: _____ Termination Date: _____ Amendment Number: _____
Match Amount: \$ _____ Revenue Amount: \$ _____

*All Funding Source(s) required: _____

*Match funding from General Fund? Yes No If Yes \$ _____ % _____

*Match funding from other sources? Yes No If Yes \$ _____ % _____

*Funding Source: _____

*If Federal funds are received, is funding coming directly from the Federal government or passed through other organization(s)?

Contact: Sharon Grant

Department: Health

Telephone: 724-7842

Department Director Signature: Karen Spitz

Date: 5/12/2023

Deputy County Administrator Signature: [Signature]

Date: 19 May 2023

County Administrator Signature: [Signature]

Date: 5/20/2023

Pima County Department of Health

Project: SaludArte – Building a Culture of Health to Address Health Disparities

Subrecipient: Arts Foundation for Tucson and Southern Arizona
525 N. Bonita Avenue
Tucson, AZ 85745

UEI: FHCMAB7XV2D4

Contract No.: CT-HD-22-408

Contract Amendment No.: 01

| | | |
|---|---------------------------------|--------------|
| Orig. Contract Term: 08/02/2022 - 05/31/2023 | Orig. Amount: | \$148,150.00 |
| Termination Date Prior Amendment: N/A | Prior Amendments Amount: | N/A |
| Termination Date This Amendment: 12/31/2023 | This Amendment Amount: | \$ 0.00 |
| | Revised Total Amount: | \$148,150.00 |

SUBRECIPIENT AGREEMENT AMENDMENT

The parties agree to amend the above-referenced contract as follows:

1. Background and Purpose.

1.1. Background. On August 2, 2022, County and Subrecipient entered into the above referenced agreement to provide artwork for the Building a Culture of Health by Increasing Health Literacy project.

1.2. Purpose. County requires additional time to complete the revised Scope of Services.

2. Term. The County is exercising the first extension option to renew the Agreement for seven additional months commencing on June 1, 2023 and terminating on December 31, 2023. If the commencement date is before the Effective Date of this amendment, the parties will, for all purposes, deem the amendment to have been in effect as of the commencement date.

3. Scope of Services. The parties have revised the Scope of Services as described in the attached **Exhibit A.1** (2 pages).

4. Compensation and Payment. The revised budget can be seen in **Exhibit B.1** (2 pages).

5. Monitoring and Evaluation. Strike Section 7.5 in entirety and replace with:

CT-HD-22-408-01, AFTSA – Health Disparities

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7.5 Subrecipient has determined the role of contracted Artist(s) under this Agreement to be that of a "Contractor" per 2 CFR 200.331. Accordingly Arts Foundation conducted a procurement process for qualified artists providing services for Subrecipient's implementation of SaludArte activities in full compliance with this agreement and its requirements. Services from four contracted Artists will be funded with this Health Disparities pass-through funding.

7.5.1 Contracted services agreements must comply with all relevant regulations as stated in 2 C.F.R. 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards – including 2020 revisions).

6. **Forced Labor of Ethnic Uyghurs.** Pursuant to A.R.S. § 35-394, if Contractor engages in for-profit activity and has 10 or more employees, Contractor certifies it is not currently using, and agrees for the duration of this Contract to not use (1) the forced labor of ethnic Uyghurs in the People's Republic of China; (2) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and (3) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. If Contractor becomes aware during the term of the Contract that the Company is not in compliance with A.R.S. § 35-394, Contractor must notify the County within five business days and provide a written certification to County regarding compliance within one hundred eighty days.

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All other provisions of the Agreement not specifically changed by this Amendment remain in effect and are binding upon the parties.

PIMA COUNTY

Chair, Board of Supervisors

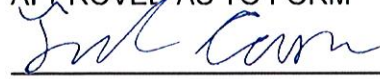
Date

ATTEST

Clerk of the Board

Date

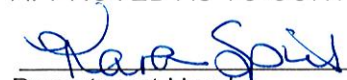
APPROVED AS TO FORM



Deputy County Attorney

5/11/23
Date

APPROVED AS TO CONTENT



Department Head

5/12/2023
Date

SUBRECIPIENT



Authorized Officer Signature

Adriana Gallego, Executive Director
Printed Name and Title

5/11/2023
Date

Exhibit A.1 (2 pages)

Scope of Services

Subrecipient will work with Pima County Health Department (PCHD) to conduct activities related to the project *SaludArte*, funded by three grants the PCHD received related to health equity and the COVID-19 pandemic. The grants included are Advancing Health Literacy from the Health and Human Services Office of Minority Health, Health Disparities funded by the Centers for Disease Control and Prevention (CDC), and the Vaccine Equity grant funded by the CDC and received via the Arizona Department of Health Services.

Within the context of this agreement, the subrecipient will be responsible for *SaludArte*'s contractual activities with four artists, including recruitment, site selection, and concept development. The objective of this effort is to use artwork to advance COVID response and rebuilding efforts. The artwork produced under this grant will be public and designed to highlight COVID response and recovery in local communities.

Tasks

Subrecipient will:

1. Develop the Work Plan with PCHD staff as it pertains to *SaludArte* activities for the 2022 – 2023 project period. Due 30 days after Agreement is fully executed.
2. Participate in and contribute to weekly *SaludArte* meetings to coordinate and execute the Work Plan, including meetings with PCHD staff and the Community Advisory Committee to identify and implement engagement among communities of focus.
3. Maintain professional staff in the implementation of the *SaludArte* Program. This includes a .25 FTE dedicated staff person specifically for this program, to work in conjunction with PCHD staff as needed.
4. Work with identified community member selection panels to recruit local artists from priority areas and/or communities of focus to execute community vision for art pieces.
5. Issue a request for proposals from artists and select four artists to produce one artwork product each. Sign Contract with each artist that specifies AFTSA will oversee implementation of the art project, documenting and creating evidence of the process and final art product. Coordinate the site selection and installation of one art piece developed by each of the four subrecipient artists. Work with selected artists to ensure artwork/site is maintained for the duration of term as indicated within the conditions of the respective subrecipient agreements.
6. Submit monthly activity / progress reports and invoices to the Pima County Finance Office for payment using the form developed with Pima County.

7. Submit end of project summary report detailing art project process and final product.

Due Date(s)

Monthly Reports: Due the 15th of each month for the previous month.

End of project summary report: Due December 31, 2023.

**Exhibit B.1 (2 pages)
Compensation**

1. Compensation

County will reimburse subrecipient's expenses in accordance with the budget set forth below. Invoices submitted with monthly reports must contain adequate supporting documentation to verify the amount and nature of expenditures. Invoices shall be submitted to the County no later than the 15th of the month following the end of the month being invoiced for. County will pay invoices no later than 30 days from receipt of invoice and monthly report. County reserves the right to audit Subrecipient's financial records as relates to the performance of duties under this Agreement.

2. Budget (August 2022 – December 2023 – 17 months)

| Category | Budget | Notes |
|------------------------------|-------------------|--|
| Salary & Wages | \$ 13,750 | Staff time including .25 FTE Project Manager |
| Fringe Benefits | \$ 2,750 | Allocated benefits for staff indicated above (20% of salary & wages) |
| Contractual Costs | \$ 120,000 | Contracts with 4 artists @ \$30,000 each |
| Total Direct Costs | \$ 136,500 | |
| Indirect Costs | \$ 11,650 | 10% of modified indirect costs. Indirect costs can only be taken on the first \$25,000 of each subrecipient. |
| Total Contract Amount | \$ 148,150 | |

3. Variance or Reprogramming

Budget variance in a category of up to 25% of the total budgeted amount is allowed while remaining within the total agreement budget. Variance in a category of greater than 25% will require County approval of reprogramming and will be approved at the sole discretion of County.

4. Unallowable Costs

- Alcoholic beverages
- Entertainment
- Fines, penalties, damages, and other settlements
- Pre-award costs
- Lobbying activities
- Research;
- Clinical care except as allowed by law;
- Furniture or equipment;
- Reimbursement of pre-award costs;
- Publicity or propaganda purposes, for the preparation, distribution, or use of any material designed to support or defeat the enactment of legislation before any legislative body; or
- Salary or expenses related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or executive order proposed or pending before any legislative body.