

Contract Number: CTN. LIB. 13 \* 324  
Effective Date: 4-1-13  
Term Date: 3-31-14  
Cost: \_\_\_\_\_  
Revenue: 20,000 -  
Total: \_\_\_\_\_ NTE: \_\_\_\_\_  
Action: \_\_\_\_\_  
Renewal By: \_\_\_\_\_  
Term: 1-1-14  
Reviewed by: JS 3-31-14

## **BOARD OF SUPERVISORS AGENDA ITEM SUMMARY**

Requested Board Meeting Date: 06/04/13

### **ITEM SUMMARY, JUSTIFICATION &/or SPECIAL CONSIDERATIONS:**

The Library was awarded \$20,000.00 from the Center for Public Service Communications, to be used to support the library's health literacy initiative and Health Information Literacy Team in developing sustainable programming, partnerships and resources for library community engagement.

The goal of the Pima County Public Library's Health Literacy Initiative Project is to build a capacity for women's health literacy awareness including self-health, family health, health care decision making/being the family health care giver, and resources, including those from the National Library of Medicine, for healthy living. The main objective is to support the library's health literacy initiative and Health Information Literacy team in developing a toolkit that includes sustainable programming, partnerships, and resources for library community engagement. We are aiming to make an impact on the community as a whole, however because women are commonly the health care providers and decision makers, we will specifically be targeting women and their families.

CONTRACT NUMBER (If applicable):

### **STAFF RECOMMENDATION(S):**

Pima County Public Library recommends that this project moves forward to help all community members understand, make decisions, and use health information to create healthier communities.

Procure Dept 05/13/13 PM08:44

CORPORATE HEADQUARTERS: National Library of Medicine

To: CoB. 5-22-13  
Agenda 6-4-13  
(2)

**CLERK OF BOARD USE ONLY: BOS MTG. 06/04/13**

**ITEM NO.** \_\_\_\_\_

**PIMA COUNTY COST:** \_\_\_\_ **and/or REVENUE TO PIMA COUNTY:** \$ 20,000.00

**FUNDING SOURCE(S):** Center for Public Service Communications  
(i.e. General Fund, State Grant Fund, Federal Fund, Stadium D. Fund, etc.)

**Advertised Public Hearing:**

☐

**YES**

☒

**NO**

**Board of Supervisors District:**

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All

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**IMPACT:**

**IF APPROVED:**

Pima County Community Members will have increased awareness, usability, and accessibility of health literacy information.

**IF DENIED:**

Pima County Community members will have access to fewer opportunities to increase their awareness and usability of health literacy information .

**DEPARTMENT NAME:** Library

**CONTACT PERSON:** Laura Galvez **TELEPHONE NO.:** 594-5602

CONTRACT	
NO. <u>CTN-LIB-13 00000 00000 00000 324</u>	
AMENDMENT NO. _____	
The number must appear on all invoices, correspondence and documents pertaining to this contract.	

**PROFESSIONAL SERVICES FUNDING AGREEMENT**  
**between**  
**Center for Public Service Communications**  
**and**  
**Pima County Public Library**  
**CPSC Agreement No. 2013-4**

THIS Agreement is entered into between the Center for Public Service Communications (CPSC), whose principal place of business is 10388 Bayside Drive, Clairborne, MD 21624 and the Pima County Free Library District ("PCPL" or "Pima County Public Library") whose headquarters is 101 N. Stone Ave., Tucson, Arizona 85701, a politic taxing subdivision of the State of Arizona.

W I T N E S S E T H

WHEREAS, CPSC entered into Contract No. HHSN276200800360P with the National Library of Medicine ("NLM"), an agency of the U.S. Department of Health and Human Services) for the distribution of funds for innovative outreach projects in information dissemination for family and women's health by public libraries; and

WHEREAS, PCPL responded to a CPSC request for proposals for funds from the NLM; and

WHEREAS, pursuant to the terms of its contract with NLM, CPSC has awarded PCPL \$20,000.00 in NLM funds for PCPL's Health Literacy Initiative Project.

NOW, THEREFORE, the parties hereto agree as follows:

**ARTICLE I - TERM AND EXTENSION/RENEWAL/CHANGES**

This Agreement shall commence on April 1, 2013 and shall terminate on March 31, 2014 unless sooner terminated or further extended pursuant to the provisions of this Agreement. Any modification, or extension of the contract termination date, shall be by formal written amendment executed by the parties hereto.

**ARTICLE II - SCOPE OF SERVICES**

This Agreement establishes the terms and conditions under which PCPL will develop and provide the Pima County Public Library Health Literacy Initiative Project pursuant to the proposal set forth in the attached **Exhibit A: Scope of Services**.

**ARTICLE III - COMPENSATION AND PAYMENT**

- A. In consideration for the services specified in this Agreement, the CPSC agrees to pay PCPL in an amount not to exceed \$20,000.00.
- B. Funding for this Agreement is made possible through contract no. HHSN276200800360P between CPSC and the National Library of Medicine ("NLM"), an agency of the U.S. Department of Health and Human Services.
- C. Budget. The funds shall be expended as follows:

ITEM	DESCRIPTION	COST
Salary	Salary to pay project intern for 6.5 months (26 weeks). 20 hours per week @ \$20 per hour	\$10,400.00
Supplies	Supplies for incentives, programming kits, workshops, and nurse needs.	\$4,200.00
Speakers	Speaker fees and honorariums for	\$3,000.00

	programming throughout the library system	
<b>Travel</b>	Travel support for librarian and intern to present at ALA 2013. Registration, hotel, per diem, and travel.	\$2,400.00
<b>TOTAL</b>		<b>\$20,000.00</b>

#### **ARTICLE V - INDEMNIFICATION**

- A. To the extent permitted by law, PCPL shall be responsible for liabilities arising from all claims, damages, or suits arising from its negligence or willful misconduct.
- B. CPSC shall indemnify and save harmless PCPL against all liability or loss and against all claims or actions based upon or arising out of damage or injury (including death) to persons or property caused by or sustained in connections with CPSC's negligence or intentional wrongful performance of the Agreement or by conditions created thereby, or based upon any violation of any statute, ordinance, rule or regulation and the defense of any such claims or actions.

#### **ARTICLE VI - COMPLIANCE WITH LAWS**

The Parties shall comply with all federal, state, and local laws, rules, regulations, standards and Executive Orders, without limitation to those designated within this Agreement. The laws and regulations of the State of Arizona shall govern the rights of the parties, the performance of this Agreement, and any disputes hereunder. Any action relating to this Agreement shall be brought in a court of the State of Arizona in Pima County. Any changes in the governing laws, rules, and regulations during the terms of this Agreement shall apply, but do not require an amendment.

#### **ARTICLE VII - INDEPENDENT CONTRACTOR**

The status of PCPL shall be that of an independent contractor performing professional services for CPSC. Neither Party, nor a Party's officers, agents or employees shall be considered employees of the other or be entitled to receive any employment-related fringe benefits under the other's benefit package.

#### **ARTICLE IX - ASSIGNMENT**

Neither Party shall assign its rights to this Agreement, in whole or in part, without prior written approval of the other Party. Approval shall not be unreasonably withheld.

#### **ARTICLE X - NON-DISCRIMINATION**

The Parties will comply with all applicable provisions and requirements of Arizona Executive Order 2009-09 **including flow down of all provisions and requirements to any subcontractors**. Executive Order 2009-09 supersedes Executive order 99-4 and amends Executive order 75-5. The orders may be viewed and downloaded at the Governor of the State of Arizona's website:

[http://www.azgovernor.gov/dms/upload/EO\\_2009\\_09.pdf](http://www.azgovernor.gov/dms/upload/EO_2009_09.pdf)

These provisions are hereby incorporated into this Agreement as if set forth in full herein. During the performance of this Agreement, the Parties shall not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.

#### **ARTICLE XII - AUTHORITY TO CONTRACT**

CPSC warrants its right and power to enter into this Agreement. If any court or administrative agency determines that PCPL does not have authority to enter into this Agreement, PCPL shall not be liable to CPSC or any third party by reason of such determination or by reason of this Agreement.

### **ARTICLE XIII - FULL AND COMPLETE PERFORMANCE**

The failure of either party to insist on one or more instances upon the full and complete performance with any of the terms or conditions of this Agreement to be performed on the part of the other, or to take any action permitted as a result thereof, shall not be construed as a waiver or relinquishment of the right to insist upon full and complete performance of the same, or any other covenant or condition, either in the past or in the future. The acceptance by either party of sums less than may be due and owing it at any time shall not be construed as an accord and satisfaction.

### **ARTICLE XIV - CONFLICT OF INTEREST**

- A. This Agreement is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511, the pertinent provisions of which are incorporated into this Agreement by reference.
- B. PCPL certifies that, to the best of its knowledge, it presently has no interest and shall not knowingly acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement.

### **ARTICLE XV – TERMINATION**

- A. Under the terms of the NLM-CPSC contract, this Agreement may be terminated for “the Government’s convenience” pursuant to the following clause:

*The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor [CPSC] shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor’s records. The Contractor shall be paid for any work performed or costs incurred that reasonably could have been avoided.*

- B. This termination clause will carry forward to this agreement between CPSC and the Pima County Public Library. Therefore, if the Government terminates its agreement with CPSC for convenience, CPSC will only be responsible for the percentage of the contract price of work performed by the subcontractor, Pima County Public Library, reflecting the percentage of work performed prior to the notice of termination, plus reasonable charges the subcontractor can demonstrate to the satisfaction of CPSC using its standard record keeping system, have resulted from the termination.
- C. For the purposes of paragraph B above, “notice of termination” shall include receipt by hand by PCPL’s designated representative, by facsimile transmission with notice of receipt, or under the Notices clause of this Contract.

### **ARTICLE XVI – NON-APPROPRIATION**

Notwithstanding any other provision in this Agreement, this Agreement may be terminated if for any reason, there are not sufficient appropriated and available monies for the purpose of maintaining PCPL or other public entity obligations under this Agreement. In the event of such termination, PCPL shall have no further obligation to CPSC.

#### **ARTICLE XVII - NOTICE**

Any notice required or permitted to be given under this Agreement shall be in writing and shall be served by personal delivery or by certified mail upon the other party as follows:

**Pima County Public Library**

Melinda Cervantes, Director  
101 N. Stone  
Tucson, AZ 85701

**Center for Public Service Communications**

John Scott, President  
10388 Bayside Drive  
Claiborne, MD 21624

With a copy to:

Paula Maez, Primary Project Mgr.  
Paula.maez@pima.gov

#### **ARTICLE XVIII - NON-EXCLUSIVE CONTRACT**

PCPL understands that this Agreement is nonexclusive and is for the sole convenience of NLM and CPSC.

#### **ARTICLE XX - REMEDIES**

Either party may pursue any remedies provided by law for the breach of this Agreement. No right or remedy is intended to be exclusive of any other right or remedy and each shall be cumulative and in addition to any other right or remedy existing at law or at equity or by virtue of this Agreement.

#### **ARTICLE XXI - 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 XXIV – LEGAL ARIZONA WORKERS ACT COMPLIANCE**

The Parties acknowledge that they will at all times during the term of this Agreement comply with all federal immigration laws applicable and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws").

#### **ARTICLE XXV – SCRUTINIZED BUSINESS OPERATIONS**

Pursuant to A.R.S. §§ 35-391.06 and 393.06, CPSC hereby certifies that it does not have scrutinized business operations in Iran or Sudan.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

**ARTICLE XXVII - ENTIRE AGREEMENT**

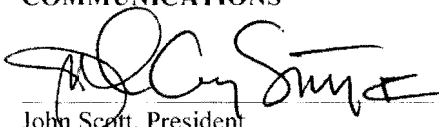
This document constitutes the entire agreement between the parties pertaining to the subject matter hereof, and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein. This Agreement may be modified, amended, altered or extended only by a written amendment signed by the parties.

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

**PIMA COUNTY PUBLIC LIBRARY**

**CENTER FOR PUBLIC SERVICE  
COMMUNICATIONS**

\_\_\_\_\_  
Chair, Library District Board of Directors

  
John Scott, President

\_\_\_\_\_  
Date

April 1, 2013  
Date

/ TEST

\_\_\_\_\_  
Clerk of Board

\_\_\_\_\_  
Date

APPROVED AS TO FORM

  
Karen S. Friar, Deputy County Attorney

APPROVED AS TO CONTENT

  
Melinda Cervantes, Director

4/19/2013  
Date

**SCOPE OF WORK****PIMA COUNTY PUBLIC LIBRARY'S HEALTH LITERACY INITIATIVE PROGRAM****A. Project Description:**

1. **Focus:** The Pima County Public Library's Health Literacy Initiative Project will focus on 2 of the information access categories outlined in the project guidelines:
  - a. **Resource Development:** The main focus of the project is to develop sustainable programming, partnerships, and resources for library community engagement. This will be cultivated through a health literacy toolkit that includes workshops and speakers throughout the library system as well as ready-made programs/kits/story time kits for librarian programming use. Additionally, materials such as health information handouts and products will be developed for our library nurses to use while assisting patrons. The proposed toolkit aims to build a capacity for women's health literacy awareness including self-health, family health, health care decision making/being health care giver, for healthy living.
  - b. **Skills Development:** As part of the health literacy toolkit's workshops and programs, training will be provided to develop skills in accessing and using free and reputable family health resources. These resources will include databases and online resources from the National Library of Medicine. Additionally, depending on the community survey results, other skill development opportunities will be provided in workshops and speaker programs. These may include such topics as health information evaluation, appropriately reading medicine labels, or specific health subjects.
2. **Background:**
  - a. In 2011 Pima County conducted a Community Health Assessment to determine the pressing health concerns of the community and what needs to be done to address those concerns. The Pima County Health Department examined existing data describing the community, surveyed residents and stakeholders about their perceptions of the health status of Pima County, and presented these findings to a Community Health Assessment Taskforce. This Taskforce then evaluated this information and identified 5 priorities that would make a "significant positive impact on the health status of Pima County residents." These priorities included obesity, access to health care, economy, quality of care, and health education and literacy.
  - b. In late 2012, Pima County Public Library was invited to be a part of the Community Health Assessment Taskforce and was given the lead to help address the need for health education and literacy for Pima County residents. The library has developed a Health Information Literacy Team to take on this task and through the development of the proposed toolkit, hope to begin to build a capacity for health education and literacy awareness for Pima County residents.
3. **Objectives and Methodology:** The Pima County Public Library's Health Literacy Initiative Project aims to build a capacity for women's health literacy awareness including self-health, family health, health care decision making/being the family health care giver, and resources, including those from the National Library of Medicine, for healthy living.
  - a. The main objective is to support the library's health literacy initiative and Health Information Literacy team in developing a toolkit that includes sustainable programming, partnerships, and resources for library community engagement. We are aiming to make an impact on the community as a whole, however because women are commonly the health care providers and decisions makers, we will specifically be targeting women and their families.
  - b. **Assessment:** A health literacy assessment will be performed to determine what specific health literacy needs should be focused on. When these are assessed then the health literacy toolkit will be developed.

- c. Toolkit: The health literacy toolkit will provide the Pima County Library system with resources and activities to carry out the goal of building health literacy awareness to women and their families across Pima County . Resources and activities will include workshops on different topics , speaker presentations, development of ready-made programs, kits, story time kits, health information handouts and products.
  - d. Staff: An intern will be hired to develop the toolkit with the help and guidance of the librarian in charge of the project.
4. Timeline:
- Months 1-2
- Hire intern
  - Create and implement community health literacy assessment
  - Analyze data from assessment and determine list of items to be addressed
- Months 2-6
- Develop community partnerships for programming speakers and workshops
  - Schedule system-wide programs and workshops for months 5-12
  - Develop ready-made program/kits for librarian use (sustainable programming to be used when project funding over)
  - Develop storytime kits with health literacy themes for system wide librarian use
  - Present project at ALA conference in Chicago, June, 2013 (will present project and findings up to that point
- Months 6-12
- Program and workshop implementation throughout the system
  - Implementation of ready-made program/kits and storytime kits
  - Present project at AZLA conference in Phoenix, November, 2013
  - Submit semi-annual report and final report
5. The results of this project will be disseminated through a final report to NLM, the PCPL director and Pima County Library District Board of Directors. The project will also be presented via poster (if accepted) at two library conferences including the 2013 American Library Association and Arizona Library Association Conferences. Lastly, a small article will be written to be included in NNLM's Pacific Southwest Region blog.

## **B. Evaluation**

1. The purpose of the Pima County Public Library's Health Literacy Initiative Project is to develop sustainable programming, partnerships, and resources for library engagement. We will perform a variety of evaluation techniques to determine the effectiveness in our attempt in building a capacity for women and family health literacy awareness. These evaluations include:
  - a. Intern: The library intern working on the project will keep a bi-weekly progress log book of weekly objectives, contacts made, and successes in partnerships, programming scheduled, and opportunities for improvement in regards to the project as it moves forward and at the end of the funding period.
  - b. Community Survey: The library will perform a community survey to determine the health literacy needs of the Pima County residents. This survey will help PCPL plan for sustainable health and wellness programming that supports the main project focus of building a capacity for health literacy awareness. The survey will be provided in English and Spanish and will be available to be completed online via the library's website. It will also be available via paper in the library as well as in the offices of many of our community partners, such as the Pima County Health Department, Community Partnership of Arizona, El Rio Health Clinic, and Pima Council on Aging.
  - c. Program Workshops/Trainings/Speakers: Program workshops, trainings, and special speakers that have a skill development portion specifically related to accessing or using family health (NLM) resources to

improve health decision making, will have a pre and post test conducted. This will assess the effectiveness of the skill development for our patrons and will provide information that can improve future trainings. Surveys will also be conducted on patron's opinions of all workshops, trainings, and speakers based on effectiveness, helpfulness, and expectations met.

- d. Librarians and Program Kits: Each program kit that is available for librarians to use in their branches will include a staff evaluation for librarians to complete to determine how many patrons were reached during the program, their opinions on effectiveness of the topic being conveyed, and comments to improve the kits for future use.