



BOARD OF SUPERVISORS AGENDA ITEM REPORT
AWARDS / CONTRACTS / GRANTS

Award Contract Grant

Requested Board Meeting Date: April 18, 2023

* = Mandatory, information must be provided

or Procurement Director Award:

***Contractor/Vendor Name/Grantor (DBA):**

Arizona Department of Health Services (ADHS)

***Project Title/Description:**

Expansion of Behavioral Risk Factor Surveillance System (BRFSS) in Pima County

***Purpose:**

The Centers for Disease Control and Prevention’s Behavioral Risk Factor Surveillance System (BRFSS) survey is the mechanism by which Federal, State, and local health entities collect data to inform public health action. This contract expands the Arizona Behavioral Risk Factor Surveillance System survey conducted in Pima County from 1,000 to 1,500 participants. Having these additional survey responses will allow for improved area estimates of health behaviors, preventative health practices, risk factors, injuries, and preventable chronic/infectious diseases for Pima County. The IGA includes three additional questions related to firearm injury prevention.

***Procurement Method:**

This IGA is a non-Procurement contract and not subject to Procurement rules.

***Program Goals/Predicted Outcomes:**

Having local data on health behavior allows the community to understand disease risk in the county and informs the work of the Health Department. Additional anonymous data allows for better analysis of health risks and outcomes for different populations within the County.

***Public Benefit:**

Local data are critical for targeted programs and interventions within sub-regions in the County (ie rural vs. urban, jurisdiction specific, zip codes).

***Metrics Available to Measure Performance:**

Number of additional surveys distributed and quantity and quality of information collected.

***Retroactive:**

Yes. The beginning of the contract term is March 7, 2023. Although the first draft of this IGA was sent to ADHS on January 18, 2023, it was not approved by them until March 20, 2023. If this IGA is not approved, Pima County will lack county-specific data for planning or action.

TO: COB, 4-5-23 (1)
Vers:1
pgs.: 6

APR04 23PM 1245 PD

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: CT Department Code: HD Contract Number (i.e., 15-123): 23-303
Commencement Date: 03/07/2023 Termination Date: 03/06/2028 Prior Contract Number (Synergen/CMS): N/A
Expense Amount \$ 77,815.00 * Revenue Amount: \$

*Funding Source(s) required: Health Special Revenue Fund

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? N/A

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: Department Code: Contract Number (i.e., 15-123):
Amendment No.: AMS Version No.:
Commencement Date: New Termination Date:
Prior Contract No. (Synergen/CMS):

Expense Revenue Increase Decrease Amount This Amendment: \$

Is there revenue included? Yes No If Yes \$

*Funding Source(s) required:

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: Date: 3/24/23

Deputy County Administrator Signature: Date: 28 Mar 2024

County Administrator Signature: Date: 4/2/23

Pima County Department of Health

Project: Expansion of Behavioral Risk Factor Surveillance System (BRFSS) in Pima County

In Collaboration With: Arizona Department of Health Services

Amount: \$77,815.00

Agreement No.: CT-HD-23-303-00

Funding: Health Special Revenue Fund, 2002

INTERGOVERNMENTAL AGREEMENT

1. Parties and Background.

1.1. Parties. This Agreement is between Pima County, a body politic and corporate of the State of Arizona ("County"), and the Arizona Department of Health Services ("ADHS").

1.2. Purpose. The County and ADHS cooperatively collect and share certain public health data to facilitate Pima County's performance of its public health responsibilities. ADHS conducts Behavioral Risk Factor Surveillance System (BRFSS) surveys throughout the State and shares limited data with Pima County. The Pima County Health Department (PCHD) requested an expansion of the existing sampling frame by 500 additional surveys for 2023. The purpose of this expansion is to facilitate the calculation of small area estimates which will allow PCHD's analyses to be tailored to smaller geographic areas and therefore more useful for public health surveillance in Pima County. In addition, ADHS agreed to add three additional questions to the survey at Pima County's request if the County paid for them.

1.3. Authority. County and ADHS are authorized to enter into this intergovernmental agreement under A.R.S. sections 11-951 through 11-954. ADHS and Pima County have authority to survey and obtain and provide data of public health records for developing community profiles and other general public health surveillance activities and public health practice under A.R.S. sections 36-136 and 36-186.

2. **Term.** The term of this Agreement commences on March 7, 2023 and will terminate on March 6, 2028 ("Term"). "Term," when used in this Agreement, means the Initial Term plus any exercised extension options under Section 2.2. If the commencement date of the Initial Term is before the signature date of the last party to execute this Agreement, the parties will, for all purposes, deem the Agreement to have been in effect as of the commencement date.

3. **Scope of Services.** The County and ADHS have signed Memorandum of Understanding No. HU156021 for the sharing of public health data. Exhibit F of this MOU is for the BRFSS Limited Data Set. For the 2023 BRFSS survey year, in order to facilitate small area estimation within Pima County, the County and ADHS agreed to conduct an additional 500 surveys within Pima County. Data from the 2023 survey, including 5-digit zip code, county,

and the assigned Primary Care Area generated by ADHS will be made available to Pima County for the purpose of small area estimation.

4. **Compensation and Payment.** County's total payments to ADHS under this Agreement may not exceed \$77,815.00 (the "NTE Amount"). This amount is for 500 additional surveys @ \$86.63 each = \$43,315 and three questions regarding firearm safety that the County requested be added to the State survey at a cost of \$11,500 each = \$34,500. The NTE Amount can only be changed by a formal written amendment executed by the Parties. ADHS is not required to provide any services, payment for which will cause the County's total payments under this Agreement to exceed the NTE Amount; if ADHS does so, it is at the ADHS's own risk.
5. **Insurance.** The Parties acknowledge that County and ADHS 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.
6. **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.
7. **Laws and Regulations.**
 - 7.1. Compliance with Laws. The Parties will comply with all federal, state, and local laws, rules, regulations, standards and Executive Orders.
 - 7.2. Choice of Law; Venue. The laws and regulations of the State of Arizona govern the rights and obligations of the parties under this Agreement. Any action relating to this Agreement must be filed and maintained in the appropriate court of the State of Arizona in Pima County.
8. **Assignment.** ADHS may not assign its rights or obligations under this Agreement, in whole or in part, without the County's prior written approval. County may withhold approval at its sole discretion.
9. **Non-Discrimination.** The Parties will comply with all provisions and requirements of Arizona Executive Order 2009-09, which is hereby incorporated into this Agreement, including flow-down of all provisions and requirements to any subcontractors. During the performance of this Agreement, the Parties will 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.
10. **Americans with Disabilities Act.** The Parties will comply with Title II of the Americans with Disabilities Act (Public Law 110-325, 42 U.S.C. §§ 12101-12213) and the federal regulations for Title II (28 CFR Part 35).

11. **Cancellation for Conflict of Interest.** 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.
12. **Termination.**
 - 12.1. Without Cause. Either Party may terminate this Agreement at any time, with or without cause, by serving a written notice upon the other Party at least 30 days before the effective date of the termination. In the event of such termination, County's only obligation to ADHS will be payment for services rendered prior to the date of termination.
 - 12.2. Non-Appropriation. Notwithstanding any other provision in this Agreement, either party may terminate this Agreement if for any reason there are not sufficient appropriated and available monies for the purpose of maintaining the party's obligations under this Agreement. In the event of such termination, County will have no further obligation to ADHS, other than to pay for services rendered prior to termination.
13. **Third Party Antitrust Violations.** The ADHS assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the ADHS for or toward the fulfillment of this Agreement.
14. **Arbitration.** Pursuant to A.R.S. § 12-1518, disputes under this Agreement shall be resolved through the use of arbitration when the case or lawsuit is subject to mandatory arbitration pursuant to rules adopted under A.R.S. § 12 -133.
15. **Notice.** Any notice required or permitted to be given under this Agreement must be in writing and be served by personal delivery or by certified mail upon the other party as follows:

| | |
|--|--|
| County: Director Pima County Health Department 3950 S. Country Club Rd, Suite 100 Tucson, AZ 85714 | ADHS: Arizona Department of Health Services Public Health Data Sharing Bureau of Public Health Statistics 150 N. 18 th Avenue, Suite 550 Phoenix, AZ 85007 |
|--|--|
16. **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 is cumulative and in addition to any other right or remedy existing at law or at equity or by virtue of this Agreement.
17. **Severability.** Each provision of this Agreement stands alone, and any provision of this Agreement found to be prohibited by law will be ineffective to the extent of such prohibition without invalidating the remainder of this Agreement.
18. **Books and Records.** ADHS will keep and maintain proper and complete books, records and accounts, which will be open at all reasonable times for inspection and audit by duly authorized representatives of County. In addition, ADHS will retain all records relating to

this Agreement for at least five (5) years after its expiration or termination or, if later, until any related pending proceeding or litigation has concluded.

19. **Public Records.**

19.1. **Disclosure.** Pursuant to A.R.S. § 39-121 et seq., and A.R.S. § 34-603(H) in the case of construction or Architectural and Engineering services procured under A.R.S. Title 34, Chapter 6, all documents submitted in response to the solicitation resulting in award of this Agreement, including, but not limited to, pricing schedules, product specifications, work plans, and any supporting documents, are public records. As such, those documents are subject to release and/or review by the general public upon request, including competitors.

19.2. **Records Marked Confidential; Notice and Protective Order.** If ADHS reasonably believes that some of those records contain proprietary, trade-secret or otherwise-confidential information, ADHS must prominently mark those records "CONFIDENTIAL." In the event a public-records request is submitted to County for records marked CONFIDENTIAL, County will notify ADHS of the request as soon as reasonably possible. County will release the records 10 business days after the date of that notice, unless ADHS has, within that period, secured an appropriate order from a court of competent jurisdiction, enjoining the release of the records. County will not, under any circumstances, be responsible for securing such an order, nor will County be in any way financially responsible for any costs associated with securing such an order.

20. **Legal Arizona Workers Act Compliance.** The parties hereby warrant that they will at all times during the term of this Agreement comply with all federal immigration laws applicable to its employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). The parties will further ensure that each subcontractor who performs any work under this Agreement likewise complies with the State and Federal Immigration Laws. A government entity contractor or subcontractor which establishes that it has complied with the employment verification provisions prescribed by sections 274a and 274b of the federal immigration and nationality act and the e-verify requirements prescribed by section 23-214, subsection A, shall not be found in material breach of this Agreement.

21. **No joint venture.** Nothing in this agreement shall be deemed or construed as creating a relationship of principal and agent, or of partnership, or of joint venture between the Parties.

22. **Grant Compliance.** Not Applicable.

23. **Israel Boycott Certification.** Pursuant to A.R.S. § 35-393.01, if ADHS engages in for-profit activity and has 10 or more employees, and if this Agreement has a value of \$100,000.00 or more, ADHS certifies it is not currently engaged in, and agrees for the duration of this Agreement to not engage in, a boycott of goods or services from Israel. This certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842.

24. **Forced Labor of Ethnic Uyghurs.** Pursuant to A.R.S. § 35-394, if ADHS engages in for-profit activity and has 10 or more employees, ADHS certifies it is not currently using, and

agrees for the duration of this Agreement 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 ADHSs, sub-ADHSs 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 ADHS becomes aware during the term of the Agreement that the Company is not in compliance with A.R.S. § 35-394, ADHS must notify the County within five business days and provide a written certification to County regarding compliance within one hundred eighty days.

25. **Amendment.** The parties may modify, amend, alter or extend this Agreement only by a written amendment signed by the parties.
26. **Entire Agreement.** This document constitutes the entire agreement between the parties pertaining to the subject matter it addresses, and this Agreement supersedes all prior or contemporaneous agreements and understandings, oral or written.
27. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The signature pages from one or more counterpart may be removed from such counterpart and attached to a single instrument.

This agreement will become effective when all parties have signed it. The effective date of the agreement will be the date this agreement is signed by the last party (as indicated by the date associated with that party's signature).

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PIMA COUNTY

ADHS

Chair, Board of Supervisors

Authorized Officer Signature

Date

Printed Name and Title

ATTEST

Date

Clerk of the Board

Date

APPROVED AS TO CONTENT




Department Representative

4/4/2023

Date

Pursuant to A.R.S. §11-952(D), the attorney for Pima County has determined that the foregoing Agreement is in proper form and is within the powers and authority of the entity as granted under the laws of the State.

Pursuant to A.R.S. §11-952(D), the attorney for the Arizona Department of Health Services has determined that the foregoing Agreement is in proper form and is within the powers and authority of the entity as granted under the laws of the State



Deputy County Attorney
Jonathan Pinkney

Assistant Attorney General

Print DCA Name

4/4/23

Date

Print AAG Name

Date