



BOARD OF SUPERVISORS AGENDA ITEM REPORT
CONTRACTS / AWARDS / GRANTS

Requested Board Meeting Date: January 5, 2016

or Procurement Director Award

Contractor/Vendor Name (DBA): National Association of County and City Health Officials (NACCHO)

Project Title/Description:

Supporting Local Health Departments (LHDs) to Increase Human Papillomavirus (HPV) Vaccination Rates

Purpose:

An environmental scan will be conducted to determine barriers to HPV vaccination in the county. Pima County Health Department staff will work with NACCHO staff and other key stakeholders to plan and implement a 1.5 day action planning meeting. This meeting will result in an action plan that will address barriers to HPV vaccination and proposed solutions to overcome these barriers

Procurement Method:

N/A

Program Goals/Predicted Outcomes:

- 1) Reestablish the Southern Arizona Immunization Coalition (SAIC) to address immunization issues in Pima County
- 2) Conduct a 1.5 day action planning meeting with key community stakeholders
- 3) Develop an action plan using outputs from the action planning meeting
- 4) Share lessons learned with NACCHO and other LHDs

Public Benefit:

An action plan will be developed to increase HPV vaccination rates in Pima County. Increased vaccination rates will have the benefit of protecting adolescents and young adults from cancers caused by the Human Papillomavirus.

Metrics Available to Measure Performance:

- 1) Action planning meeting held
- 2) Action plan developed
- 3) SAIC reestablished and actively addressing vaccine completion rates

Retroactive:

No.

Original Information

Document Type: GTAW Department Code: HD Contract Number (i.e., 15-123): 16*50
Effective Date: upon final Termination Date: 6/20/2016 Prior Contract Number (Synergen/CMS): N/A
 Expense Amount: \$ _____ Revenue Amount: \$ 34,408.00
Funding Source(s): NACCHO / CDC grant

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: [Signature] 15 Dec 15

Deputy County Administrator Signature/Date: [Signature] 12-15-15

County Administrator Signature/Date: [Signature] 12/16/15
(Required for Board Agenda/Addendum Items)

NACCHO CONTRACT # 2015-120701

CONTRACTOR AGREEMENT

This Contractor Agreement is entered into, effective as of the date of the later signature indicated below, by and between the **National Association of County and City Health Officials** (hereinafter referred to as "NACCHO"), with its principal place of business at 1100 17th Street, N.W., 7th Floor, Washington, DC 20036, and **Pima County on behalf of the Pima County Health Department** (hereinafter referred to as "Contractor"), with its principal place of business at 3950 S. Country Club Road, Suite 100, Tucson, AZ 85714.

WHEREAS, NACCHO wishes to hire Contractor to provide certain goods and/or services to NACCHO;

WHEREAS, Contractor wishes to provide such goods and/or services to NACCHO.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, do hereby agree as follows:

ARTICLE I: SPECIAL PROVISIONS

1. **PURPOSE OF AGREEMENT:** Contractor agrees to provide the goods and/or services to NACCHO to enhance the programmatic activities of CDC GRANT # (3 U38OT000172-02 S1), (CFDA # 93.524) as described in Attachment I. The terms of Attachment I shall be incorporated into this Agreement as if fully set forth herein. Contractor shall act at all times in a professional manner consistent with the standards of the industry.
2. **TERM OF AGREEMENT:** The term of the Agreement shall begin upon both parties' full execution of this Agreement, and shall continue in effect until June 20, 2016 unless earlier terminated in accordance with the terms herein. Expiration of the term or termination of this Agreement shall not extinguish any rights or obligations of the parties that have accrued prior thereto. The term of this Agreement may be extended by mutual agreement of the parties.
3. **PAYMENT FOR SERVICES:** In consideration for professional services to be performed, NACCHO agrees to pay Contractor \$34,408, payable in two equal payments. The first payment will be released upon completion of the action plan meeting, and the second payment released upon NACCHO's receipt of the action plan, as described in Attachment I. All payments will be made within 30 days of receipt of invoice(s) from Contractor and following approval by NACCHO for approved services, as outlined on Attachment I. The NACCHO contract number must be included on all invoices. The final invoice must be received by NACCHO no later than 20 days after the end of the Agreement.

ARTICLE II: GENERAL PROVISIONS

1. INDEPENDENT CONTRACTOR: Contractor shall act as an independent contractor, and Contractor shall not be entitled to any benefits to which NACCHO employees may be entitled.
2. PAYMENT OF TAXES AND OTHER LEVIES: Contractor shall be exclusively responsible for reporting and payment of all income tax payments, unemployment insurance, worker's compensation insurance, social security obligations, and similar taxes and levies.
3. LIABILITY: All liability to third parties, loss, or damage as a result of claims, demands, costs, or judgments arising out of activities, such as direct service delivery, to be carried out by the Contractor in the performance of this agreement shall be the responsibility of the Contractor, and not the responsibility of NACCHO, if the liability, loss, or damage is caused by, or arises out of, the actions of failure to act on the part of the Contractor, any subcontractor, anyone directly or indirectly employed by the Contractor.

All liability to third parties, loss, or damage as result of claims, demands, costs, or judgments arising out of activities, such as the provision of policy and procedural direction, to be carried out by NACCHO in the performance of this agreement shall be the responsibility of NACCHO, and not the responsibility of the Contractor, if the liability, loss, or damage is caused by, or arises out of, the action or failure to act on the part of any NACCHO employee.

In the event that liability to third parties, loss, or damage arises as a result of activities conducted jointly by the Contractor and NACCHO in fulfillment of their responsibilities under this agreement, such liability, loss, or damage shall be borne by the Contractor and NACCHO in relation to each party's responsibilities under these joint activities.

4. REVISIONS AND AMENDMENTS: Any revisions or amendments to this Agreement must be made in writing and signed by both parties.
5. ASSIGNMENT: Without prior written consent of NACCHO, Contractor may not assign this Agreement nor delegate any duties herein.
6. CONTINGENCY CLAUSE: This Agreement is subject to the terms of any agreement between NACCHO and its Primary Funder and in particular may be terminated by NACCHO without penalty or further obligation if the Primary Funder terminates, suspends or materially reduces its funding for any reason. Additionally, the payment obligations of NACCHO under this Agreement are subject to the timely fulfillment by the Primary Funder of its funding obligations to NACCHO.

7. INTERFERING CONDITIONS: Contractor shall promptly and fully notify NACCHO of any condition that interferes with, or threatens to interfere with, the successful carrying out of Contractor's duties and responsibilities under this Agreement, or the accomplishment of the purposes thereof. Such notice shall not relieve Contractor of said duties and responsibilities under this Agreement.
8. OWNERSHIP OF MATERIALS: Contractor hereby transfers and assigns to NACCHO all right, title and interest (including copyright rights) in and to all materials created or developed by Contractor pursuant to this Agreement, including, without limitation, reports, summaries, articles, pictures and art (collectively, the "Materials") (subject to any licensed third-party rights retained therein). Contractor shall inform NACCHO in writing of any third-party rights retained within the Materials and the terms of all license agreements to use any materials owned by others. Contractor understands and agrees that Contractor shall retain no rights to the Materials and shall assist NACCHO, upon reasonable request, with respect to the protection and/or registrability of the Materials. Contractor represents and warrants that, unless otherwise stated to NACCHO in writing, the Materials shall be original works and shall not infringe or violate the rights of any third party or violate any law. The obligations of this paragraph are subject to any applicable requirements of the U.S. Department of Health and Human Services.
9. RESOLUTION OF DISPUTES: The parties shall use their best, good faith efforts to cooperatively resolve disputes and problems that arise in connection with this Agreement. Both parties will make a good faith effort to continue without delay to carry out their respective responsibilities under the Agreement while attempting to resolve the dispute under this section. If a dispute arises between the parties that cannot be resolved by direct negotiation, the dispute shall be submitted to a dispute board for a nonbinding determination. Members of the dispute board shall be the Director or Chief Executive Officer of the Contractor, the Executive Director of NACCHO, and the Senior Staff of NACCHO responsible for this Agreement. The costs of the dispute board shall be paid by the Contractor and NACCHO in relation to the actual costs incurred by each of the parties. The dispute board shall timely review the facts, Agreement terms and applicable law and rules, and make its determination. If such efforts fail to resolve the differences, the disputes will be submitted to arbitration in the District of Columbia before a single arbitrator in accordance with the then current rules of the American Arbitration Association. The arbitration award shall be final and binding upon the parties and judgment may be entered in any court of competent jurisdiction.
10. TERMINATION: Either party may terminate this Agreement upon at least fifteen (15) days prior written notice to the other party. NACCHO will pay Contractor for services rendered through the date of termination.
11. ENTIRE AGREEMENT: This Agreement contains all agreements, representations, and understandings of the parties regarding the subject matter hereof and supersedes and replaces any and all previous understandings, commitments, or agreements, whether oral or

written, regarding such subject matter.

12. PARTIAL INVALIDITY: If any part, term, or provision of this Agreement shall be held void, illegal, unenforceable, or in conflict with any law, such part, term or provision shall be restated in accordance with applicable law to best reflect the intentions of the parties and the remaining portions or provisions shall remain in full force and effect and shall not be affected.
13. GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws of the District of Columbia (without regard to its conflict of laws provisions).
14. ADDITIONAL FUNDING: Unless prior written authorization is received from NACCHO, no additional funds will be allocated to this project for work performed beyond the scope specified or time frame cited in this Agreement.
15. REMEDIES FOR MISTAKES: If work that is prepared by the Contractor contains errors or misinformation, the Contractor will correct error(s) within five business days. The Contractor will not charge NACCHO for the time it takes to rectify the situation.
16. COMPLIANCE WITH FEDERAL LAWS AND REGULATIONS: Contractor's use of funds under this Agreement is subject to the directives of and full compliance with 45 C.F.R. Part 74 (Uniform Administrative Requirements for Awards and Subawards to Institutions of Higher Education, Hospitals, Other Non-Profit Organizations, and Commercial Organizations), 45 C.F.R. Part 75 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards), and OMB Circular A-110 (Uniform Administrative Requirements for Grants and Agreements With Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations). It is the Contractor's responsibility to understand and comply with all requirements set forth therein.
17. EQUAL EMPLOYMENT OPPORTUNITY: Pursuant to OMB Circular A-110, Contractor will comply with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 C.F.R. part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
18. DEBARRED OR SUSPENDED CONTRACTORS: Pursuant to OMB Circular A-110, Contractor will execute no subcontract with parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension."
19. LOBBYING RESTRICTIONS AND DISCLOSURES: Pursuant to OMB Circular A-110, Contractor will certify to NACCHO that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of

Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Contractor will also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

20. COMPLIANCE WITH FEDERAL ENVIRONMENTAL REGULATIONS: Pursuant to OMB Circular A-110, Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.).
21. WHISTLEBLOWER PROTECTION: Pursuant to 41 U.S.C. 4712 employees of a contractor, subcontractor, or Subrecipient will not be discharged, demoted, or otherwise discriminated against as reprisal for "whistleblowing."
22. NOTICE: All notices, including invoices, required to be delivered to the other party pursuant to this Agreement shall be in writing and shall be sent via facsimile, with a copy sent via US mail, postage prepaid, to the parties at the addresses set forth below. Either party may send a notice to the other party, pursuant to this provision, to change the address to which notices shall be sent.

FOR NACCHO:

National Association of County and City Health Officials

Attn: Contracts

1100 17th Street, N.W., 4th Floor

Washington, D.C. 20036

Tel. (202) 507-4272

Fax (202) 783-1583

Email: contract@naccho.org

FOR CONTRACTOR:

Pima County Health Department

Attn: Sharon Grant

3950 S. Country Club Road, Ste. 100

Pima, AZ 85714

Tel. (520) 724-7842

Email: Sharon.grant@pima.gov

23. AUTHORITY TO BIND: Each party hereby represents and warrants that the person signing below has the authority to bind such party to this Agreement.

NACCHO:

CONTRACTOR:

By: _____

By: _____

Name: Dawn P. Richardson

Name: _____

Title: Senior Director of Grants and Contracts

Title: _____

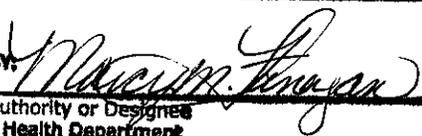
Date: _____

Date: _____

Federal Tax ID No: _____

APPROVED AS TO FORM:


Deputy County Attorney

REVIEWED BY: 
Appointing Authority or Designee
Pima County Health Department

NATIONAL ASSOCIATION OF COUNTY AND CITY HEALTH OFFICIALS

CONTRACTOR AGREEMENT – ATTACHMENT I

SCOPE OF WORK

1. Plan and convene, in collaboration with NACCHO, a 1.5 day, in-person meeting of local stakeholders (healthcare providers, medical associations, cancer coalitions, parent groups, faith communities, school health staff, etc.) to participate in an action planning process facilitated by NACCHO staff. The purpose of the action planning process will be to identify priority areas and action steps to increase HPV vaccination coverage rates among adolescents. LHDs will be responsible for participating in 2-3 planning calls with NACCHO to prepare for the action planning in-person meeting, completing an environmental scan to present at the meeting, meeting logistics, identifying and inviting participants, and collaborating with NACCHO to ensure that the participants are prepared for the action planning process. The stakeholder group **MUST** include representatives from the state immunization program and comprehensive cancer control program.
2. Use the outputs from the action planning meeting to develop an action plan for increasing HPV vaccination rates. It is expected that LHDs will engage the participants from the action planning meeting, as well as other stakeholders identified during the meeting in the action plan development process and throughout the project.
3. Incorporate the use of existing evidence-based communications materials into action plans to increase awareness and knowledge about the importance of the HPV vaccine among providers and the public.
4. Participate in NACCHO-sponsored technical assistance offerings via conference call and webinars to be held approximately monthly.
5. Contribute to the *HPV Learning Community*, an online community of practice forum for sharing resources, project updates, and facilitating peer discussion.
6. Participate in an All-Grantee in-person meeting in Spring 2016. The purpose of the meeting will be to share project successes and lessons learned, plan next steps, and discuss opportunities for project sustainability. Travel, lodging and meal costs associated with attending the meeting will be supported by NACCHO for one representative from each LHD.
7. Document and share lessons learned and any tools or resources used or developed during the action planning process with NACCHO.
8. Communicate progress and any major changes to the proposed work to NACCHO.
9. Develop a plan for identifying funding to support implementation of the action plan.

10. Submit an action plan by June 20, 2016.

11. Provide feedback on the action planning process and suggestions for improving the project.