



BOARD OF SUPERVISORS AGENDA ITEM REPORT
AWARDS / CONTRACTS / GRANTS

Award Contract Grant

Requested Board Meeting Date: August 2, 2022

* = Mandatory, information must be provided

or Procurement Director Award: []

*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 COVID-19 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.

Activities related to the SaludArte project sponsored by the National Initiative to Address COVID-19 Health Disparities Among Populations at High Risk and Underserved include: contract four artists to work with identified community representatives to execute the SaludArte project.

*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 COVID-19 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 to 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 COVID-19 public health information.

*Public Benefit:

The project will identify and execute strategies and solutions to improve community responses to public health strategies for COVID-19 and increasing cultural health. Communities that have been severely impacted by COVID-19 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 COVID-19 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:

No.

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AF 7/15/22

TO: COB 7-20-22 (1)
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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): 22-408
Commencement Date: 08/02/2022 Termination Date: 05/31/2023 Prior Contract Number (Synergen/CMS): N/A
[X] Expense Amount \$ 148,150.00 * [] Revenue Amount: \$ _____

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

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

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

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

Were insurance or indemnity clauses modified? [] Yes [X] No
If Yes, attach Risk's approval.

Vendor is using a Social Security Number? [] Yes [X] 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

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: [Signature] Date: 7-24-22

Deputy County Administrator Signature: [Signature] Date: 15 Jul 22

County Administrator Signature: [Signature] Date: 7/16/2022

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

Subrecipient UEI #: FHCMAB7XV2D4

Contract No.: CT-HD-22-408

Amount of federal funds obligated by this action by the pass-through entity to the subrecipient: \$148,150.00

Total amount of the federal award committed to the subrecipient by the pass-through entity: \$148,150.00

Total amount of federal funds obligated to the subrecipient by the pass-through entity including the current financial obligation: \$148,150.00

Sub-award Period of Performance / Budget Period: 08/02/2022 - 05/31/2023

Subrecipient Research and Development? No

Subrecipient Indirect cost rate and methodology: 10% de minimis (no NICRA in place)

Funding: National Initiative to Address COVID-19 Health Disparities Among Populations at High Risk and Underserved, Including Racial and Ethnic Minority Populations and Rural Communities

Funding agency: U.S. Department of Health and Human Services, Centers for Disease Control and Prevention, passed through Pima County Health Department

Federal Award Identification Number: 1 NH75OT000063-01-00

Federal Award Date: 05/28/2021

Total Amount of Federal Award: \$6,510,503

Federal Award Period of Performance: 06/01/2021 – 05/31/2023

Assistance listing number and title: 93.391, Activities to Support State, Tribal, Local and Territorial Health Department Response to Public Health or Healthcare Crises

Research and Development? No

SUBRECIPIENT 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 Arts Foundation for Tucson and Southern Arizona ("Subrecipient").
- 1.2. Authority. The Centers for Disease Control and Prevention released funding opportunity CDC-RFA-OT21-2103 on 05/03/2021. Although Subrecipient was not a part of the original proposal, the CDC has approved including them as a subrecipient for this project.
- 1.3. Background. County received a grant from the CDC called "Pima County Initiative to Address COVID-19 Health Disparities." The budget for this grant includes funding for Subrecipient entities to carry out part of the project. The CDC has confirmed that

County may subaward funds and that selection of grant Subrecipients does not require prior approval. County has selected the Arts Foundation for Tucson and Southern Arizona as one of the grant Subrecipients. This Agreement serves as a means to reimburse Subrecipient for their expenses in implementation of this project.

2. **Term.**

2.1. Initial Term. The term of this Agreement commences on August 2, 2022 and will terminate on May 31, 2023 ("Initial 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.

2.2. Extension Options. In the event of an extension to the Federal award period of performance, County may renew this Agreement for up to two additional periods of up to one year each (each an "Extension Option"). An Extension Option will be effective only upon execution by the Parties of a formal written amendment.

3. **Scope of Services.** Subrecipient will implement the scope described in the attached **Exhibit A** (2 pages), at the dates and times described in **Exhibit A** or, if **Exhibit A** contains no dates or time frames, then upon demand.

4. **Key Personnel.** Subrecipient will employ suitably trained and skilled professional personnel to perform all activities under this Contract. Personnel will be employees of the Subrecipient covered by personnel policies and practices of Subrecipient. Prior to changing any key personnel, especially those key personnel County relied upon in making this Contract, Subrecipient will obtain the approval of County. The key personnel include the following individuals: Adriana Gallego, Executive Director

5. **No Commission.** Subrecipient certifies that no individual or agent has been employed or retained to solicit or secure this Agreement for commission, percentage, brokerage or contingent fee except a bona fide employee or bona fide established agents maintained by the Subrecipient for the purpose of securing business.

6. **Compensation and Payment.**

6.1. Budget; Adjustment. County will reimburse Subrecipient according to the budget in **Exhibit B** (1 page). This budget will remain in effect during an Extension Option period unless Subrecipient, at least 90 days before the end of the then-existing Term, or at the time the County informs Subrecipient that the County intends to extend the Term, if that is earlier, notifies County in writing of any adjustments to the budget, and the reasons for the adjustments.

6.2. Maximum Payment Amount. County's total payments to Subrecipient under this Contract, including any sales taxes, may not exceed \$148,150.00 (the "NTE Amount"). The NTE Amount can only be changed by a formal written amendment executed by the Parties. Subrecipient 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 Subrecipient does so, it is at the Subrecipient's own risk.

- 6.3. Sales Taxes. The payment amounts or rates in **Exhibit B** do not include sales taxes. Subrecipient may invoice County for sales taxes that Subrecipient is required to pay under this Agreement. Subrecipient will show sales taxes as a separate line item on invoices.
- 6.4. Timing of Invoices. Subrecipient will invoice County on a monthly basis unless a different billing period is included in **Exhibit B**. County must receive invoices no more than 30 days after the end of the billing period in which Subrecipient carried out the scope goals and objectives. County may refuse to pay for any period for which Contactor does not timely invoice the County and, pursuant to A.R.S. § 11-622(C), will not pay for any period invoiced more than 6-months late.
- 6.5. Content of Invoices. Subrecipient will include detailed documentation in support of its invoices and assign each amount billed to an appropriate line item. Each request for reimbursement must:
 - 6.5.1. Have a unique invoice number.
 - 6.5.2. Reference this Agreement number.
 - 6.5.3. Be approved and signed by the person(s) that prepared the request and an authorized manager, supervisor or executive of the Subrecipient to ensure proper internal financial controls.
 - 6.5.4. Be for costs as identified in **Exhibit B** of this Agreement.
 - 6.5.5. Be accompanied by documentation which must include, but is not limited to:
 - 6.5.5.1. A summary report of monthly expenditures by expense categories as shown in the approved budget in **Exhibit B** of this Agreement.
 - 6.5.5.2. Copies of paid invoices and receipts or cancelled checks (front and back) to support all purchases of goods or services.
 - 6.5.5.3. Timesheets or other records, signed by the employee and the employee's immediate supervisor with direct knowledge of the employee's efforts under this Agreement, that account for one hundred percent (100%) of the employee's time worked in the pay period and specify:
 - 6.5.5.3.1. Hours worked on the program;
 - 6.5.5.3.2. Total hours worked per pay period;
 - 6.5.5.3.3. Days worked; and
 - 6.5.5.3.4. Hours worked each day.
 - 6.5.5.4. Accounting system report(s) specifying rate of pay and cost of employer-paid benefits.

- 6.5.5.5. Detailed travel reports to support all travel expenses if reimbursement is authorized for travel,
 - 6.5.5.6. Any other documentation requested by County
 - 6.5.5.7. Be accompanied by signed copy of the Financial Status Report and Request for Funds. County will provide Subrecipient with a form similar to that attached hereto as **Exhibit C** (1 page) upon execution of this Agreement.
- 6.6. County may, at its sole discretion:
- 6.6.1. Determine the acceptability and progress of work performed and determine the resulting entitlement to payment of each request for reimbursement.
 - 6.6.2. Liquidate funds available under this Agreement for costs incurred by County on behalf of Subrecipient.
 - 6.6.3. Deny full payment for requests for reimbursement that are submitted to County after the date set forth in Paragraph 8.4. County may deduct its processing costs or delay-related damages in connection with a request for payment submitted after that date.
 - 6.6.4. Deny payment for any request for reimbursement received after July 30, 2023.
- 6.7. Request for final payment for compensation earned and/or eligible costs incurred must be submitted to the County within 30 calendar days after the end of the Agreement term. The request must meet the requirements set forth in paragraph 8.5 above and include a report summarizing Subrecipient's performance during the term of the Agreement.
- 6.8. No payments will be made to Subrecipient, until all of the following conditions are met:
- 6.8.1. Subrecipient has completed and submitted a W-9 Taxpayer Identification Number form;
 - 6.8.2. Subrecipient has registered as a Pima County Vendor at the Pima County Procurement Vendor Portal:
<http://webcms.pima.gov/cms/One.aspx?portalId=169&pageId=18377>
 - 6.8.3. Adequate and accurate documentation is provided with each request for payment or invoice; and
 - 6.8.4. This Agreement is fully executed.
- 6.9. Any change that increases or decreases the maximum allocated amount or that changes the Scope of Work in any way will require an Agreement amendment. Such change will not be effective, nor will compensation under the change be provided, until the Agreement amendment is fully executed by both parties.
- 6.10. Goods and services provided in excess of the budgeted line item or the maximum allocated amount without prior authorization as set forth in paragraphs 6.1 and 6.2 above will be at Subrecipient's own risk.

6.11. Invoice Adjustments. County may, at any time, question any payment under this Agreement. If County raises a question about the propriety of a past payment, Subrecipient will cooperate with County in reviewing the payment. County may set-off any overpayment against amounts due to Subrecipient under this or any other Agreement between County and Subrecipient. Subrecipient will promptly pay to County any overpayment that County cannot recover by set-off.

7. **Monitoring and Evaluation.**

7.1. County will monitor Subrecipient's activities and information sources in the management, fiscal, and services systems of Subrecipient and any subcontracted parties relating to performance of duties and obligations under this Agreement to ensure that Subrecipient uses the funding as allowed by the Department of Health and Human Services.

7.1.1. Making adequate and acceptable progress in the provision of services;

7.1.2. Maintaining adequate and acceptable systems to document services and expenditures; and

7.1.3. Using the funds provided pursuant to this Agreement effectively and efficiently to accomplish the purposes for which funds were made available.

7.2. Subrecipient must cooperate in the County's monitoring and evaluation process and any monitoring or oversight by U.S. Department of Health and Human Services.

7.3. If County finds that Subrecipient's performance is inconsistent with HHS grants policy and Uniform Guidance, (2 C.F.R. Part 200 and Subpart F), Subrecipient will be in default of this Agreement. If Subrecipient fails to take appropriate actions to correct the default within fifteen (15) calendar days from date of notices, this Agreement may be suspended or terminated.

7.4. Books and Records. To the greatest extent permissible by law, County, and any authorized federal, state or local agency, including, but not limited to, the U.S. Department of Health and Human Services, will at all reasonable times have the right of access to Subrecipient's facility, books, documents, papers, or other records which are pertinent to this Agreement, in order to make audits, examinations, excerpts and transcripts for the purpose of evaluating Subrecipient's compliance with this Agreement.

7.5. Second-Tier Subrecipients: Subrecipient will develop and execute Second-Tier subawards to qualifying artists to implement SaludArte activities in full compliance with this agreement and its requirements. The Second-Tier subaward must be funded exclusively with the National Initiative pass-through funding, and not comingle this funding with any other funding source.

7.5.1. County must review and approve Second-Tier Subrecipient agreements before they are fully executed.

7.5.2. Second-Tier Subrecipient 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).

8. **Insurance.** Subrecipient will procure and maintain at its own expense insurance policies (the “**Required Insurance**”) satisfying the below requirements (the “**Insurance Requirements**”) until all its obligations under this Agreement have been met. The below Insurance Requirements are minimum requirements for this Agreement and in no way limit Subrecipient’s indemnity obligations under this Agreement. The County in no way warrants that the required insurance is sufficient to protect the Subrecipient for liabilities that may arise from or relate to this Agreement. If necessary, Subrecipient may obtain commercial umbrella or excess insurance to satisfy the Insurance Requirements.

8.1. Insurance Coverages and Limits: Subrecipient will procure and maintain, until all its obligations have been discharged, coverage with limits of liability not less than those stated below. Coverage must be placed with insurers acceptable to the County with A.M. Best rating of not less than A-VII, unless otherwise approved by the County.

8.1.1. Commercial General Liability (CGL) – Occurrence Form with limits not less than \$2,000,000 Each Occurrence and \$2,000,000 General Aggregate. Policy shall include coverage for liability arising from premises, operations, independent Subrecipients, personal injury, bodily injury, broad form contractual liability and products-completed operations. Any standard coverages excluded from the CGL policy, such as products/completed operations, etc. shall be covered by endorsement or separate policy and documented on the Certificates of Insurance.

8.1.2. Business Automobile Liability – Coverage for bodily injury and property damage on any owned, leased, hired, and/or non-owned autos assigned to or used in the performance of this Agreement with minimum limits not less than \$1,000,000 Each Accident.

8.1.3. Workers’ Compensation and Employers’ Liability – Statutory coverage for Workers’ Compensation. Workers’ Compensation statutory coverage is compulsory for employers of one or more employees. Employers Liability coverage with limits of \$1,000,000 each accident and \$1,000,000 each employee – disease.

8.1.4. Professional Liability (E & O) Insurance – This insurance is required for work from professionals whose coverage is excluded from the above CGL policy. The policy limits shall be not less than \$2,000,000 Each Claim and \$2,000,000 Annual Aggregate. The insurance shall cover professional misconduct or negligent acts of anyone performing any services under this Agreement.

8.2. Additional Coverage Requirements:

8.2.1. Claims Made Coverage: If any part of the Required Insurance is written on a claims-made basis, any policy retroactive date must precede the effective date of this Agreement, and Subrecipient must maintain such coverage for a period of not less than three (3) years following Agreement expiration, termination or cancellation.

- 8.2.2. Additional Insured Endorsement: The General Liability and Business Automobile Liability Policies shall each be endorsed to include Pima County, its departments, districts, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Subrecipient.
 - 8.2.3. Subrogation Endorsement: The General Liability, Business Automobile Liability, and Workers' Compensation Policies shall each contain a waiver of subrogation endorsement in favor of Pima County, and its departments, districts, officials, agents, and employees for losses arising from work performed by or on behalf of the Subrecipient.
 - 8.2.4. Primary Insurance Endorsement: The Required Insurance policies must stipulate that they are primary and that any insurance carried by County, or its agents, officials, or employees, is excess and not contributory insurance.
 - 8.2.5. The Required Insurance policies may not obligate County to pay any portion of Subrecipient's deductible or Self Insurance Retention (SIR).
 - 8.2.6. Subcontractors: Subrecipient must either (a) include all subcontractors as additional insureds under its Required Insurance policies, or (b) require each subcontractor to separately meet all Insurance Requirements and verify that each subcontractor has done so. Subrecipient must furnish, if requested by County, appropriate insurance certificates for each subcontractor. Subrecipient must obtain County's approval of any subcontractor request to modify the Insurance Requirements as to that subcontractor.
- 8.3. Notice of Cancellation: Subrecipient must notify County, within two business days of Subrecipient's receipt of notice from an insurer, if any Required Insurance policy is suspended, voided, or cancelled for any reason. Notice must include the Pima County project or Agreement number and project description.
- 8.4. Verification of Coverage:
- 8.4.1. Subrecipient must furnish County with a certificate of insurance (valid ACORD form or equivalent approved by Pima County) for each Required Insurance policy, which must specify that the policy has all the required endorsements, and must include the Pima County project or Agreement number and project description. Each certificate must be signed by an authorized representative of the insurer.
 - 8.4.2. County may at any time require Subrecipient to provide a complete copy of any Required Insurance policy or endorsement. Note: Subrecipients for larger projects must provide actual copies of the additional insured and subrogation endorsements.
 - 8.4.3. Subrecipient must provide the certificates to County before work commences. Each Required Insurance policy must be in effect at least 10 days before work under this Agreement commences. Subrecipient must provide County a renewal certificate not less than 15 days prior to a Required Insurance policy's

expiration date. Failure to maintain the Required Insurance policies, or to provide evidence of renewal, is a material breach of this Agreement.

8.4.4. All insurance certificates must be sent directly to the appropriate County Department.

8.5. Approval and Modifications: The Pima County Risk Manager may modify the Insurance Requirements at any point during the Term of this Agreement. This can be done administratively, with written notice from the Risk Manager and does not require a formal Agreement amendment. Neither the County's failure to obtain a required insurance certificate or endorsement, the County's failure to object to a non-complying insurance certificate or endorsement, nor the County's receipt of any other information from the Subrecipient, its insurance broker(s) and/or insurer(s), constitutes a waiver of any of the Insurance Requirements.

9. **Indemnification.** To the fullest extent permitted by law, Subrecipient will defend, indemnify, and hold harmless Pima County and any related taxing district, and the officials and employees of each of them (collectively, "Indemnitee") from and against any and all claims, actions, liabilities, losses, and expenses (including reasonable attorney fees) (collectively, "Claims") arising out of actual or alleged injury of any person (including death) or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by any act or omission of Subrecipient or any of Subrecipient's directors, officers, agents, employees, volunteers, or subcontractors. This indemnity includes any claim or amount arising or recovered under the Workers' Compensation Law or arising out of the failure of Subrecipient to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. The Indemnitee will, in all instances, except for Claims arising solely from the acts or omissions of the Indemnitee, be indemnified by Subrecipient from and against any and all Claims. Subrecipient is responsible for primary loss investigation, defense and judgment costs for any Claim to which this indemnity applies. This indemnity will survive the expiration or termination of this Agreement.

10. **Laws and Regulations.**

10.1. Compliance with Laws. The parties will comply with all federal, state, and local laws, rules, regulations, standards and Executive Orders.

10.2. Compliance with Federal Grant Regulations. The Subrecipient acknowledges that federal financial assistance will be used to fund this contract. The Subrecipient will comply with all applicable federal law, regulations, executive orders, HHS policies, procedures, and directives.

10.3. Federal Funding Accountability and Transparency Act (FFATA). FFATA applies to all federal awards and includes requirements on executive compensation and requirements related to implementing the Act for the non-Federal entity at 2 CFR parts 25 (UEI) and 170 (Exec comp). See also statutory requirements for whistleblower protections at 10 U.S.C. 2409, 41 U.S.C. 4712, and 10 U.S.C. 2324, 41 U.S.C. 4304 and 4310.

10.4. Administrative and audit requirements. Subrecipient will comply with the requirements of 45 CFR part 75 including internal controls, subrecipient monitoring and management, cost principles and audit requirements.

- 10.5. No Obligation by Federal Government. The federal government is not a party to this contract and is not subject to any obligations or liabilities to the non-federal entity, Subrecipient, or any other party pertaining to any other matter resulting from the contract.
- 10.6. Byrd Anti-Lobbying Amendment. Contractor certifies that it has not and will not use 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.
- 10.7. Licensing. Subrecipient warrants that it is appropriately licensed to provide the services under this Agreement and that its subcontractors will be appropriately licensed.
- 10.8. 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.
- 10.9. Debarment and Suspension. (Executive Orders 12549 and 12689)—Contractor warrants that they are not listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- (a) This contract is a covered transaction for purposes of 2 CFR 180 and 2 CFR 3000. As such the Subrecipient is required to verify that none of the Contractors, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (b) The Subrecipient is required to provide their UEI number to Pima County.
- (c) The Subrecipient must comply with 2 C.F.R. 180, subpart C and 2 C.F.R. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (d) This certification is a material representation of fact relied upon by Subrecipient. If it is later determined that the Subrecipient did not comply with 2 C.F.R. 180, subpart C and 2 C.F.R. 3000, subpart C, in addition to remedies available to Pima County, the Federal Government may pursue available remedies, including but not limited to suspension and/ or debarment.
- (e) The Subrecipient agrees to comply with the requirements of 2 C.F.R. 180, subpart C and 2 C.F.R. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

- 10.10. Energy Policy and Conservation Act. Subrecipient is obligated to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).
- 10.11. Program Fraud and False or Fraudulent Statements or Related Acts. The Subrecipient acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Subrecipient's actions pertaining to this contract.
- 10.12. Required Disclosures for Federal Awardee Performance and Integrity Information System (FAPIIS): Consistent with 45 CFR 75.113, applicants and recipients must disclose in a timely manner, in writing to the CDC, with a copy to the HHS Office of Inspector General (OIG), all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Subrecipients must disclose, in a timely manner in writing to the prime recipient (pass through entity) and the HHS OIG, all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Disclosures must be sent in writing to the awarding agency and to the HHS OIG at the following addresses:

CDC, Office of Grants Services
Dedrick Muhammed, Grants Management Specialist
Centers for Disease Control and Prevention
Global Health Services Branch
2939 Flowers Road
Atlanta, GA 30341
Email: gtm2@cdc.gov (Include "Mandatory Grant Disclosures" in subject line)

AND

U.S. Department of Health and Human Services
Office of the Inspector General
ATTN: Mandatory Grant Disclosures, Intake Coordinator
330 Independence Avenue, SW
Cohen Building, Room 5527
Washington, DC 20201

Fax: (202)-205-0604 (Include "Mandatory Grant Disclosures" in subject line) or
Email: MandatoryGranteeDisclosures@oig.hhs.gov

Failure to make required disclosures can result in any of the remedies described in 45 CFR 75.371, including suspension or debarment (see also 2 C.F.R. Parts 180 & 376 and 31 U.S.C. 3321).

- 10.13. Copyright Interests and Inventions. The Subrecipient grants to County a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this Agreement to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the Agreement but not first produced in the performance of this contract, the Subrecipient will identify such data and grant to

County or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this Agreement, the Subrecipient will deliver to County data first produced in the performance of this Agreement and data required by the Agreement but not first produced in the performance of this Agreement in formats acceptable by County.

Rights to Inventions Made Under a Contract or Agreement. Acceptance of grant funds obligates Subrecipient to comply with the requirements of 37 CFR Part 401 and HHS implementing regulations at 45 CFR 75.322.

10.14. Non-Discrimination

10.14.1. Subrecipient 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, Subrecipient 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.

10.14.2. As a condition of receipt of Federal financial assistance, you acknowledge and agree that you must comply (and require any subrecipients, contractors, successors, transferees, and assignees to comply) with applicable provisions of national laws and policies prohibiting discrimination, including but not limited to:

10.14.2.1. Subrecipient 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).

10.14.2.2. Title VI of the Civil Rights Act of 1964, as amended, which prohibits you from discriminating on the basis of race, color, or national origin (42 U.S.C. 2000(d) et seq.).

10.14.2.3. As clarified by Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [in accordance with (agency shall insert reference here to its own LEP guidance)]. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. You are encouraged to consider the need for language services for LEP persons served or encountered both in developing your budgets and in conducting your programs and activities. For

assistance and information regarding your LEP obligations, go to <http://www.lep.gov>.

10.15. §200.216 Prohibition on certain telecommunications and video surveillance services or equipment.

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain;

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

11. **Protected Health Information.** No protected health information as described in 45 C.F.R. §160.103 of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) will be disclosed or shared between the parties in the performance of this Agreement.

12. **Independent Contractor.** Subrecipient is an independent contractor. Neither Subrecipient, nor any of Subrecipient's officers, agents or employees will be considered an employee of Pima County for any purpose or be entitled to receive any employment-related benefits, or assert any protections, under the Pima County Merit System. Subrecipient is responsible for paying all federal, state and local taxes on the compensation received by Subrecipient under this Agreement and will indemnify and hold County harmless from any and all liability that County may incur because of Subrecipient's failure to pay such taxes.

13. **Subcontractors.** Subrecipient is fully responsible for all acts and omissions of any subcontractor, and of persons directly or indirectly employed by any subcontractor, and of persons for whose acts any of them may be liable, to the same extent that the Subrecipient is responsible for the acts and omissions of its own employees. Nothing in this Agreement creates any obligation on the part of County to pay or see to the payment of any money due any subcontractor, except as may be required by law.
14. **Assignment.** Subrecipient 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.
15. **Authority to Contract.** Subrecipient warrants its right and power to enter into this Agreement. If any court or administrative agency determines that County does not have authority to enter into this Agreement, County will not be liable to Subrecipient or any third party by reason of such determination or by reason of this Agreement.
16. **Full and Complete Performance.** The failure of either party to insist, in one or more instances, upon the other party's complete and satisfactory performance under this Agreement, or to take any action based on the other party's failure to completely and satisfactorily perform, is not a waiver of that party's right to insist upon complete and satisfactory performance, or compliance with any other covenant or condition in this Agreement, 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 is not an accord and satisfaction.
17. **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.
18. **Termination by County.**
 - 18.1. Without Cause. Either Party may terminate this Agreement at any time without cause by notifying the other Party, in writing, at least 30 days before the effective date of the termination. In the event of such termination, County's only obligation to Subrecipient will be payment for services rendered prior to the date of termination.
 - 18.2. With Cause. Either Party may terminate this Agreement at any time without advance notice and without further obligation to the other Party when either Party finds the other Party to be in default of any provision of this Agreement.
 - 18.3. 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 County, Subrecipient, or other public entity obligations under this Agreement. In the event of such termination, County will have no further obligation to Subrecipient, other than to pay for services rendered prior to termination.
19. **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:
Theresa Cullen, MD, Director

Subrecipient:
Adriana Gallego, Executive Director

Pima County Health Department
3950 S. Country Club Rd., Suite 100
Tucson, AZ 85714

Arts Foundation for Tucson and So. Arizona
525 N. Bonita Avenue
Tucson, AZ 85745

20. **Non-Exclusive Agreement.** Subrecipient understands that this Agreement is nonexclusive and is for the sole convenience of County. County reserves the right to obtain like services from other sources for any reason.
21. **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.
22. **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.
23. **Audit Requirements**
 - 23.1. Subrecipient will:
 - 23.1.1. Comply with the applicable provisions of the Audit Requirements for Federal Awards in 45 C.F.R 75, Subpart F.
 - 23.1.2. Establish and maintain a separate, identifiable accounting of all funds provided by County under this Agreement. The accounting must record all expenditures that are used to support invoices and requests for payment from County.
 - 23.1.3. Establish and maintain accounting records that identify the source and application of any funds not provided under this Agreement used to support these Agreement activities.
 - 23.1.4. Ensure that all accounting records meet the requirements of the Federal, State, County, and generally accepted accounting principles laws and regulations.
 - 23.1.5. Upon written notice from County, provide a program-specific or financial audit. Such notice from County will specify the period to be covered by the audit, the type of audit and the deadline for completion and submission of the audit.
 - 23.1.6. Ensure that any audit conducted pursuant to this Agreement is performed by a qualified, independent accounting firm and submitted to County within six (6) months of completion of the audit required pursuant to this Section 22, unless a different time is specified by County. The audit submitted must include Subrecipient responses, if any, concerning any audit findings.
 - 23.1.7. Pay all costs for any audit required or requested pursuant to this Section 22.
 - 23.2. Subrecipient status:
 - 23.2.1. If Subrecipient is a "nonprofit corporation" that meets the definition of "corporation" in A.R.S. 10-3140, Subrecipient will comply with the applicable audit requirements set forth in A.R.S. 11-624, "Audit of Non-Profit Corporations Receiving County Monies."

23.2.2. Subrecipient will comply with federal single audit requirements and, upon request from County, provide County with a copy of the required audit document within ninety (90) days following the end of Subrecipient's fiscal year.

23.3. Subrecipient must timely submit the required or requested audit(s) to:

Pima County Grants Management and Innovation
130 West Congress St, 3rd floor
Tucson, Arizona 85701

24. **Books and Records.** Subrecipient 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, Subrecipient 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.

25. **Public Records.**

25.1. **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.

25.2. **Records Marked Confidential; Notice and Protective Order.** If Subrecipient reasonably believes that some of those records contain proprietary, trade-secret or otherwise-confidential information, Subrecipient must prominently mark those records "CONFIDENTIAL." In the event a public-records request is submitted to County for records marked CONFIDENTIAL, County will notify Subrecipient of the request as soon as reasonably possible. County will release the records 10 business days after the date of that notice, unless Subrecipient 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.

26. **Legal Arizona Workers Act Compliance.**

26.1. Compliance with Immigration Laws. Subrecipient hereby warrants that it 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"). Subrecipient will further ensure that each subcontractor who performs any work for Subrecipient under this Agreement likewise complies with the State and Federal Immigration Laws.

26.2. Books & Records. County has the right at any time to inspect the books and records of Subrecipient and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

26.3. Remedies for Breach of Warranty. Any breach of Subrecipient's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, is a material breach of this Agreement subjecting Subrecipient to penalties up to and including suspension or termination of this Agreement. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Subrecipient will be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor, as soon as possible so as not to delay project completion. Any additional costs attributable directly or indirectly to such remedial action are the responsibility of Subrecipient.

26.4. Subcontractors. Subrecipient will advise each subcontractor of County's rights, and the subcontractor's obligations, under this Section 24 by including a provision in each subcontract substantially in the following form:

"Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor is a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

27. **Israel Boycott Certification**. Pursuant to A.R.S. § 35-393.01, if Subrecipient engages in for-profit activity and has 10 or more employees, and if this Agreement has a value of \$100,000.00 or more, Subrecipient 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.
28. **Amendment**. The parties may modify, amend, alter or extend this Agreement only by a written amendment signed by the parties.
29. **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.
30. **Effective Date**. 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

Chair, Board of Supervisors

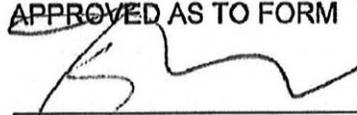
Date

ATTEST

Clerk of the Board

Date

APPROVED AS TO FORM

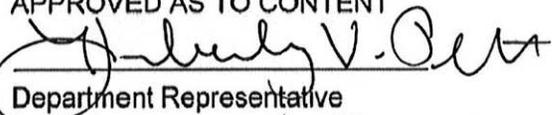


Deputy County Attorney
Jonathan Pinkney

Print DCA Name

Date

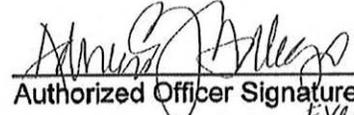
APPROVED AS TO CONTENT



Department Representative

Date

SUBRECIPIENT



Authorized Officer Signature

Printed Name and Title

Date

Exhibit A (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 4 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 sub-recipient agreement with each artist that specifies AFTSA will monitor their work. Please refer to Article 7.5 for additional requirements. Coordinate the site selection and installation of one art piece developed by each of the four sub-recipient artists. Work with selected artists to ensure artwork/site is maintained for the duration of term as indicated within the conditions of the respective sub-recipient 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.

Due Date(s)

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

End of project summary report: Due July 15, 2023.

**Exhibit B (1 page)
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 Contractor's financial records as relates to the performance of duties under this Agreement.

2. Budget (July 2022 – May 2023 – 11 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)
Subrecipient, Tier 2, 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.

**PIMA COUNTY INVOICE REQUEST
SAMPLE**

Invoice For The Month Of _____, 2021

PLEASE SEND INVOICE TO THE ATTENTION OF:

AGENCY INVOICE INFORMATION:

FEDERAL FUNDING INFORMATION

INV DATE

PROGRAM NAME

INVOICE #

CFDA # 21.019

APPROVED BUDGET & BILLING DETAILS (07/01/21-06/30/21)

PAYMENT TERMS: Net 30 Days	APPROVED BUDGET	Mar-20 Billed Amt	Apr-20 Billed Amt	May-20 Billed Amt	Jun-20 Billed Amt	Jul-20 Billed Amt	Aug-20 Billed Amt	Sep-20 Billed Amt	Oct-20 Billed Amt	Nov-20 Billed Amt	YEAR TO DATE TOTALS	BALANCE REMAINING
Salary	-										-	-
Fringe Benefits	-										-	-
Travel	-										-	-
Supplies	-										-	-
Contractual Services	-										-	-
Other	-										-	-
Indirect	-										-	-
TOTAL CONTRACT BILLING	-	-	-	-	-	-	-	-	-	-	-	-

By signing this report: I certify that to the best of my knowledge: (1) the information reported represents actual receipts and actual expenditures which have been incurred in accordance with the agreement for management and implementation of the contracted program and are based on official accounting records and supporting documents which will be maintained by us for purposes of audit; and (2) the report is true, complete and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statement, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

REQUIRED SUBRECIPIENT SIGNATURES:

Agency Preparer Signature - please print & sign _____ Date _____ Contact Phone Num/Ext _____
 Agency Authorized Approver Signature - please print & sign _____ Contact Phone Num/Ext _____

Date bill rcvd/initials _____ Date rtd for corrections/initials _____ Date rwd & submitted for payment/initials _____
FOR PIMA COUNTY USE ONLY