



BOARD OF SUPERVISORS AGENDA ITEM REPORT
CONTRACTS / AWARDS / GRANTS

Award Contract Grant

Requested Board Meeting Date: July 11, 2017

* = Mandatory, information must be provided

or Procurement Director Award

***Contractor/Vendor Name/Grantor (DBA):**
The Arizona Department of Health Services (ADHS)

***Project Title/Description:**
Expansion of Behavioral Risk Factor Surveillance System Survey in Pima County

***Purpose:**
To allow for additional surveys to be collected with the biennial Arizona Behavioral Risk Factor Surveillance System (BRFSS) survey. This will in turn allow for better estimation of areas smaller than the county level.

***Procurement Method:**
Procurement Exempt per BOS D29.4.XI.H, Intergovernmental Agreements

***Program Goals/Predicted Outcomes:**
Better analysis of health risks and outcomes for different populations within the County.

***Public Benefit:**
More localized analysis will allow for more targeted programs and interventions within sub-regions in the County.

***Metrics Available to Measure Performance:**
Number of additional surveys distributed and information collected.

***Retroactive:**
No.

*To: COB 6-28-2017
Vers.: 1
pp.:*

Procurement Dept 06/25/17 09:40

Contract / Award Information

Document Type: CT Department Code: HD Contract Number (i.e., 15-123): 17-397
Effective Date: upon execution Termination Date: 1 year Prior Contract Number (Synergen/CMS): N/A
 Expense Amount: \$* 27,000 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

*Is the Contract to a vendor or subrecipient? _____

Were insurance or indemnity clauses modified? Yes No

If Yes, attach Risk's approval

Vendor is using a Social Security Number? Yes No

If Yes, attach the required form per Administrative Procedure 22-73.

Amendment / Revised Award Information

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

Expense or 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): _____
Effective 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: Marybeth Hanagan 06-20-2017

Deputy County Administrator Signature/Date: [Signature] 6-23-2017

County Administrator Signature/Date: C. A. [Signature] 6/26/17
(Required for Board Agenda/Addendum Items)

<p>Pima County Department of Health</p> <p>Project: Expansion of Behavioral Risk Factor Surveillance System Survey in Pima County</p> <p>ADHS: Arizona Department of Health Services</p> <p>Amount: \$27,000</p> <p>Funding: Health Special Revenue Fund, 2002</p>	<table border="1"> <tr> <td style="text-align: center;">CONTRACT</td> </tr> <tr> <td>NO. <u>CT-HD-17-397</u></td> </tr> <tr> <td>AMENDMENT NO. _____</td> </tr> <tr> <td>This number must appear on all invoices, correspondence and documents pertaining to this contract.</td> </tr> </table> <p>(STAMP HERE)</p>	CONTRACT	NO. <u>CT-HD-17-397</u>	AMENDMENT NO. _____	This number must appear on all invoices, correspondence and documents pertaining to this contract.
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INTERGOVERNMENTAL AGREEMENT

1. Parties, Background and Purpose.

- 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 2017. The purpose of this expansion is to facilitate the calculation of small area estimates which will allow PCHD's analysis to be tailored to smaller geographic areas and therefore more useful for public health surveillance in Pima County.
- 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.

- 2.1. This Agreement is effective for a one-year period commencing upon execution.
- 2.2. The parties may renew this Agreement for up to four additional periods of up to 1 year each.

- 3. **Scope of Services.** The County and ADHS have signed Memorandum of Understanding No. HU656017 for the sharing of public health data. Amendment #1 of this MOU allows for Pima County to request an expansion of the BRFSS survey collection within Pima County from time to time. In that case, any agreed cost sharing between the County and ADHS will be itemized for the survey years required.

For the 2017 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 2017 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 \$27,000. This cost is a one-time-only expense and covers survey expansion only for the 2017 survey year. The not to exceed amount can only be changed by a formal written amendment executed by the Parties. ADHS shall invoice County upon completion of the additional surveys. County will issue payment to the ADHS BRFSS program within 30 days from receipt of invoice.
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 all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36.
11. **Termination.**
 - 11.1. 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.

- 11.2. **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.
- 11.3. **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. **Third Party Antitrust Violations.** The Contractor 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 Contractor for or toward the fulfillment of this Contract.
13. **Arbitration.** Pursuant to A.R.S. § 12-1518, disputes under this Contract 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.
14. **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: | ADHS: |
| Marcy Flanagan, Director | Arizona Department of Health Services |
| Pima County Health Department | Public Health Data Sharing |
| 3950 S. Country Club Rd, Suite 100 | Bureau of Public Health Statistics |
| Tucson, AZ 85714 | 150 N. 18 th Avenue, Suite 550 |
| | Phoenix, AZ 85007 |
15. **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.
16. **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.
17. **Books and Records.** The parties 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 the other party. In addition, the parties will retain all records relating to this Contract for at least five (5) years after its expiration or termination or, if later, until any related pending proceeding or litigation has concluded.
18. **Legal Arizona Workers Act Compliance.** The parties hereby warrant that they will at all times during the term of this Contract 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 Contract likewise complies with the State and Federal Immigration Laws.

19. **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.
20. **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.
21. **Amendment.** The parties may modify, amend, alter or extend this Agreement only by a written amendment signed by the parties.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, Pima County and ADHS have executed this Agreement.

PIMA COUNTY

ADHS

Chair, Board of Supervisors

Authorized Officer Signature

Date

Printed Name and Title

Date

ATTEST

Clerk of the Board

Date

APPROVED AS TO CONTENT



Department Representative

06.20.2017

Date

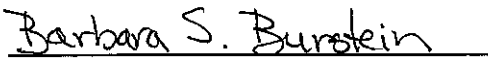
Pursuant to A.R.S. §11-952(D), the attorney for Pima County has determined that the foregoing Agreement is in proper form and is within the powers and authority of the entity as granted under the laws of the State.

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

Assistant Attorney General



Print DCA Name

Print AAG Name

6/16/2017

Date

Date