



**BOARD OF SUPERVISORS AGENDA ITEM REPORT
CONTRACTS / AWARDS / GRANTS**

Award Contract Grant

Requested Board Meeting Date: January 19, 2021

* = Mandatory, information must be provided

or Procurement Director Award

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

National Association of County and City Health Officials (NACCHO)

***Project Title/Description:**

Addressing Needs of People with Disabilities in COVID-19 Local Preparedness Planning, Mitigation and Recovery Efforts

***Purpose:**

Up until now, most of the Pima County Health Department's (PCHD's) COVID-19 related outreach to the disabled community has focused on behavioral health. The majority of awarded funding will be used to hire a Disability Champion who will have a lead role in incorporating the voices of people with hearing, visual, and mobility impairments into emergency service provision.

***Procurement Method:**

This grant agreement is a non-Procurement agreement and not subject to Procurement rules.

***Program Goals/Predicted Outcomes:**

- Establish an interagency ethics committee with stakeholders from disability organizations, health providers, logistics and administration to guide resource distribution;
- Continue to address barriers for the disabled to receive COVID-19 testing, vaccines, use public transportation and access the in-person services they require;
- Analyze current emergency plans, policies, programs and communications for ADA compliance and make recommendations for improving accessibility; and
- Build linkages between PCHD and disability advocacy organizations to inform PCHD programming and ensure community support.

***Public Benefit:**

16% of Pima County residents live with at least one disability. This project aims to make emergency services, and eventually all PCHD programming, more accessible and responsive to disabled residents and their families.

***Metrics Available to Measure Performance:**

- Completion of baseline assessments
- Participation in monthly learning community meetings, technical assistance calls, and other phone calls
- Quarterly project reports

***Retroactive:**

Yes. The term of the agreement begins November 5, 2020. However, the Agreement was not received by PCHD until December 23, 2020.

G.M. Approved 1/13/21 JS
Revised 5/2020

Contract / Award Information

Document Type: _____ Department Code: _____ Contract Number (i.e., 15-123): _____

Commencement Date: _____ Termination Date: _____ Prior Contract Number (Synergen/CMS): _____

Expense Amount: \$ _____ Revenue Amount: \$ _____

***Funding Source(s) required:**

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

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

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

Were insurance or indemnity clauses modified? Yes No

If Yes, attach Risk's approval.

Vendor is using a Social Security Number? Yes No

If Yes, attach the required form per Administrative Procedure 22-10.

Amendment / Revised Award Information

Document Type: _____ Department Code: _____ Contract Number (i.e., 15-123): _____

Amendment No.: _____ AMS Version No.: _____

Commencement Date: _____ New Termination Date: _____

Prior Contract No. (Synergen/CMS): _____

Expense 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: GTAW Department Code: HD Grant Number (i.e., 15-123): 21-99

Commencement Date: 11/05/2020 Termination Date: 7/31/2021 Amendment Number: 00

Match Amount: \$ _____ Revenue Amount: \$ 49,778.19

***All Funding Source(s) required:** Centers for Disease Control and Prevention

*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)?**

Via NACCHO

Contact: Sharon Grant

Department: Health Telephone: 724-7842

Department Director Signature/Date: [Signature] 01/03/21

Deputy County Administrator Signature/Date: [Signature] 11 Jan 2021

County Administrator Signature/Date: [Signature] 1/11/21
(Required for Board Agenda/Addendum Items)

NACCHO CONTRACT # 2020-121602

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 1201 (I) Eye Street NW 4th Fl., Washington, DC 20005, 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 Rd. 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 #6NU38OT000306-02-10, CFDA #93.421, 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 Year 1 Agreement shall begin on November 5, 2020 and shall continue in effect until July 31st, 2021, unless earlier terminated in accordance with the terms herein, provided that NACCHO receives an extension of the programmatic activities of the related CDC GRANT 6NU38OT000306-02-10 and subject to CDC's acceptance and approval for NACCHO to continue work with contractor, applicable guidance and federal rules and regulations. NACCHO has been approved through "Expanded Authority" to temporarily continue the program while waiting for the extension approval. 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. Year 2 Agreement award is contingent upon NACCHO receiving the approval of no cost extension award from CDC, in which NACCHO will issue a contract modification to extend the period of performance and increase funding to obligate to Contractor.
3. PAYMENT FOR SERVICES: In consideration for professional services to be performed, NACCHO agrees to pay Contractor in Year 1, an amount not to exceed \$49,778.19. 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. Three invoices must be submitted as follows:

Invoice No.	Amount	Deliverable	Due date
Invoice I	\$24,889.10	As stated in Attachment I, deliverables to Participate in project kick-off call with NACCHO, CDC and selected grantees on November 19 th , 2020; Support or hire disability specialist who will coordinate project activities; Participate in disability specialist orientation call; Participate in monthly learning community meeting; Complete first baseline assessment; and Complete quarterly project report	March 20, 2021
Invoice II	\$20,740.90	As stated in Attachment I, deliverables to Participate in monthly learning community meeting; Complete second baseline assessment; Participate in 1 one-on-one technical assistance call with NACCHO staff/TA consultant; Develop implementation plan based on results of baseline assessment results; and Complete quarterly project report	July 15, 2021
Invoice III	\$4,148.19	As stated in Attachment I, deliverables for Participate in monthly learning community meeting	July 31, 2021
Year 2 invoice schedule – period of performance between August 1, 2021 to July 2022 – The award is contingent upon NACCHO receiving the approval of no cost extension award from CDC – NACCHO will issue a contract modification to extend the period of performance and increase funding to obligate to Contractor.			
Invoice IV	\$16,601.88	As stated in Attachment I, deliverables to Participate in monthly Learning Community meetings; Participate in 1 one-on-one technical assistance call with NACCHO staff/TA consultant, Complete quarterly project report (e.g. providing updates to implementation plan progress).	January 20, 2022
Invoice V	\$16,601.91	As stated in Attachment I, deliverables to Participate in monthly Learning Community meetings (to end in March 2022); Participate in 1 one-on-one technical assistance call with NACCHO staff/TA consultant; Complete	July 15, 2022

		sustainability plan, Complete end of project report to articulate challenges, lessons learned, successes, and future needs and final evaluation measures; and Participate in wrap-up meeting with project partners to share lessons learned.	
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NACCHO award number must be included on all invoices. Unless otherwise expressly stated in this Agreement, all amounts specified in, and all payments to be made under, this Agreement shall be in United States Dollars. The parties agree that payment method shall be made by check, via postage-paid first class mail, at the address for *the giving of notices as set forth in Section 23* of this Agreement. Any changes of payment method would require a modification signed by both parties. The final invoice must be received by NACCHO no later than 15 days after the end date of the Agreement. Contractor will be given an opportunity to revise as needed but the final revised invoice must be received no later than 30 days after the end date of the Agreement. NACCHO will not accept any invoices past 30 days of the end date 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 Federal funding agency.
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 Chief Executive Officer 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 law's 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 2 CFR Part 200 (Uniform Administrative Requirements, Costs Principles, and Audit Requirements for Federal Awards), and 45 C.F.R. Part 75 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards), It is the Contractor's responsibility to understand and comply with all requirements set forth therein.
17. EQUAL EMPLOYMENT OPPORTUNITY: Pursuant to 2 CFR 200 Subpart D , 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 2 CFR 200 Subpart C, 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 2 CFR 200 Subpart E, Contractor will certify to NACCHO using the required form 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 2 CFR 200 Subpart F , 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. EXECUTION AND DELIVERY: This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Agreement. The counterparts of this Agreement and all Ancillary Documents may be executed and delivered by facsimile or electronic mail by any of the parties to any other party and the receiving party may rely on the receipt of such document so executed and delivered by facsimile or electronic mail as if the original had been received.
23. 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: Sara Lyons
1201 (I) Eye Street NW 4th Fl.,
Washington, DC 20005
Tel. (202) 507-4237

With a copy to:
National Association of County and City
Health Officials
Attn: Ade Hutapea, LL.M., CFCM
Lead Contracts Administrator
1201 (I) Eye Street NW 4th Fl.,
Washington, DC 20005

Fax (202) 783-1583
Email: slyons@naccho.org

Tel. (202) 507-4272
Fax (202) 783-1583
Email: ahutapea@naccho.org

FOR CONTRACTOR:

Pima County on behalf of the Pima County
Health Department
Attn.: Sharon Grant
Contracts/Grants Manager
Pima County Health Department
3950 S. Country Club Rd. Suite 100
Tucson, AZ 85714
Tel. (520) 724-7842
Email: sharon.grant@pima.gov

IN WITNESS WHEREOF, the persons signing below warrant that they are duly authorized to sign for and on behalf of, the respective parties.

AGREED AND ACCEPTED AS ABOVE:

NACCHO:

CONTRACTOR:

By: _____
Name: Jerome Chester
Title: Chief Financial Officer
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

Federal Tax ID No.: 86-6000543
DUNS No.: 144733792

REVIEWED BY: [Signature]
Appointing Authority or Designee
Pima County Health Department

[Signature]
APPROVED AS TO FORM:
Deputy County Attorney

NATIONAL ASSOCIATION OF COUNTY AND CITY HEALTH OFFICIALS

CONTRACTOR AGREEMENT – ATTACHMENT I

SCOPE OF WORK

COVID-19 and Disability Deliverable Budget				
Pima County Health Department				
Expected Invoice Period	Deadline	Deliverable	Cost	Total Invoice Amount
Activities Through July 31, 2021				
Invoice 1 : November 2020 – February 28, 2021 Invoice due March 20, 2021	November 19 th , 2020	Participate in project kick-off call with NACCHO, CDC and selected grantees on November 19 th , 2020.	\$ 4,148.19	\$ 24,889.10
	22-Jan-21	Support or hire disability specialist who will coordinate project activities.	\$ 4,148.19	
	Week of January 25 th , 2021	Participate in disability specialist orientation call	\$ 4,148.18	
	Dates TBD	Participate in monthly Learning Community meetings	\$ 4,148.18	
	Feb-21	Complete first baseline assessment	\$ 4,148.18	
	Feb-21	Complete quarterly project report	\$ 4,148.18	
Invoice 2: March 1-June 30, 2021 Invoice due July 15, 2021	Dates TBD	Participate in monthly Learning Community meetings	\$ 4,148.18	\$ 20,740.90
	April 1, 2021	Complete second baseline assessment	\$ 4,148.18	
	Date TBD	Participate in 1 one-on-one technical assistance call with NACCHO staff/TA consultant	\$ 4,148.18	
	May 1, 2021	Develop implementation plan based on results of baseline assessment results	\$ 4,148.18	
	June 1, 2021	Complete quarterly project report	\$ 4,148.18	

Invoice 3: July 1 – July 31, 2021 Invoice due August 20, 2021	Date TBD	Participate in monthly Learning Community meetings	\$ 4,148.19	\$ 4,148.19
				\$ 49,778.19
Activities August 1, 2021 through June 30, 2022				
Invoice 4: August 1-December 31, 2021 Invoice due January 20, 2022	Dates TBD	Participate in monthly Learning Community meetings	\$ 4,150.47	\$ 16,601.88
	Dates TBD	Participate in 1 one-on-one technical assistance call with NACCHO staff/TA consultant	\$ 4,150.47	
	Dec-21	Complete quarterly project report (e.g. providing updates to implementation plan progress)	\$ 8,300.94	
Invoice 5: January 1, 2022 – June 30, 2022 Invoice due July 15, 2022	January 2022-March 2022	Participate in monthly Learning Community meetings (to end in March 2022)	\$ 2,075.24	\$ 16,601.91
	Dates TBD	Participate in 1 one-on-one technical assistance call with NACCHO staff/TA consultant	\$ 2,075.24	
	Apr-22	Complete sustainability plan.	\$ 4,150.49	
	May-22	Complete end of project report to articulate challenges, lessons learned, successes, and future needs and final evaluation measures.	\$ 4,150.47	
	Jun-22	Participate in wrap-up meeting with project partners to share lessons learned.	\$ 4,150.47	
				\$ 33,203.79
TOTAL BUDGET				\$ 82,981.98