



BOARD OF SUPERVISORS AGENDA ITEM REPORT AWARDS / CONTRACTS / GRANTS

☐ Award ☒ Contract ☐ Grant

Requested Board Meeting Date: September 7, 2021

* = Mandatory, information must be provided

or Procurement Director Award: ☐

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

Elham Ali

***Project Title/Description:**

Planning for Health Literacy Project

***Purpose:**

Contractor will work with the Health Department to conduct activities related to the Health Literacy project funded by Health and Human Services. The contractor will appropriately identify, select, design and evaluate project plans for the Health Literacy project in partnership with a human-centered design agency (to be determined) and local community-based organizations and healthcare centers to generate new policies, practices, and systems-level changes that allow minority populations to find, understand and use COVID-19 health information.

***Procurement Method:**

Direct Select per Board of Supervisors Policy D29.6, III-C.

***Program Goals/Predicted Outcomes:**

Provide guidance to Health Department staff and identified partners to develop and implement a health literacy plan using human-centered design tools to increase the availability, acceptability and use of COVID-19 public health information and services by minority populations. Contractor will recommend research and design tasks for the Health Literacy project; develop and refine performance measures for the Health Literacy project's Quality Improvement Plan; create templates and trainings for Health Department staff and partners on the human-centered design process; and provide guidance to Health Department Health Literacy project staff in setting and adjusting project direction as it relates to the human centered design process.

***Public Benefit:**

The human-center design will identify new opportunities and solutions to improve responses to public health strategies for COVID-19. The contractor offers a variety of evidence-based design strategies that will be used to impact policy, system, and environmental change at the community, organizational, individual and policy-level to improve health literacy and health outcomes for minority populations in Pima County and minimize serious illness and overall deaths from COVID-19.

***Metrics Available to Measure Performance:**

Monthly progress reports in a format provided by Pima County that demonstrate completion of assignments will be submitted.

***Retroactive:**

Yes. Contractor's help with documents due to the grantor by the end of August is required. We were not able to get the contract to the Board in time for an earlier Board meeting.

TO: COB 9-1-2021 (1)
Vers.: 1
15 pages

Procure Dept 09/01/21 PM10:05

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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): 22-063
 Commencement Date: 08/23/2021 Termination Date: 06/30/2023 Prior Contract Number (Synergen/CMS): N/A
☒ Expense Amount \$ 100,000.00 * ☐ Revenue Amount: \$ _____

***Funding Source(s) required:** Advancing Health Literacy grant from HHS

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? vendor

Were insurance or indemnity clauses modified? ☒ Yes ☐ No

If Yes, attach Risk's approval.

Vendor is using a Social Security Number? ☒ Yes ☐ No

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

Amendment / Revised Award Information

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

Amendment No.: _____ AMS Version No.: _____

Commencement Date: _____ New Termination Date: _____

Prior Contract No. (Synergen/CMS): _____

☐ Expense ☐ Revenue ☐ Increase ☐ Decrease

Amount This Amendment: \$ _____

Is there revenue included? ☐ Yes ☐ No If Yes \$ _____

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

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

Grant/Amendment Information (for grants acceptance and awards)

☒ Award ☐ Amendment

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

Commencement Date: _____ Termination Date: _____ Amendment Number: _____

☐ Match Amount: \$ _____ ☐ Revenue Amount: \$ _____

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

***Match funding from General Fund?** ☐ Yes ☐ No If Yes \$ _____ % _____

***Match funding from other sources?** ☐ Yes ☐ No If Yes \$ _____ % _____

***Funding Source:** _____

***If Federal funds are received, is funding coming directly from the Federal government or passed through other organization(s)?**

Contact: Sharon Grant

Department: Health

Telephone: 724-7842


Department Director Signature: _____ Date: 08/27/21


Deputy County Administrator Signature: _____ Date: 31 Aug 2021

County Administrator Signature: C. Deibel Date: 8/31/21

Date: July 21, 2021

To: Chuck Huckelberry
County Administrator

From: Theresa Cullen, MD, MS 
Health Department Director

Via: Francisco Garcia, MD, MPH 
Deputy County Administrator

Via: Terri Spencer
Procurement Director

Re: Direct Selection Authorization Request – Elham Ali Consultancy

Pursuant to Pima County Board of Supervisors Policy D29.6.III.C and Procurement Procedure PO-50, the Pima County Health Department (PCHD) requests your authorization to waive competition and contract with Elham Ali Consultancy, LLC.

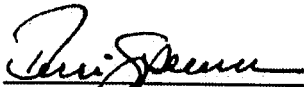
PCHD received a 2-year \$4M Health Literacy grant intended, in part, to implement COVID-19 vaccine acceptance and disease mitigation strategies using a human-centered design (HCD) strategic model. To support PCHD in this effort, the department requires a consultant with HCD training and project management oversight experience. In addition, the grant award requires an informed work plan, evaluation plan and HCD quality improvement plan by the end of August that will be informed by this outside expert. Finally, PCHD will benefit from informed assistance in developing and scoring a competitive request for proposals that will determine the HCD agency selected for execution of the grant project. Given the time restrictions of the grant award and the need to create and submit an array of documentation, including a lengthy RFP, PCHD needs to engage this consultant as quickly as possible.

Elham Ali Consultancy, LLC, founded by Elham Ali, MPH, PMP, specializes in design thinking, human-centered design methodologies and user experience (UX) design. Their experience working in design research with a focus on health equity, social justice, and trauma-informed care to address social determinants of health, particularly among disadvantaged and marginalized groups, make them uniquely qualified to work with PCHD on their continued efforts to promote health literacy, ensure equitable COVID-19 vaccine uptake and promote COVID-19 vaccines and messaging. Elham Ali Consultancy, LLC also has a history of working with local and state government agencies on equitable communication and literacy campaigns, which PCHD believes will provide the greatest return on investment.

Direct Selection Authorization Request – Elham Ali Consultancy

The Pima County Health Department requests authorization to contract with Elham Ali Consultancy, LLC under BOS Policy D29.6.III.C, for the two-year term of the associated grant, no extensions, with a not-to-exceed amount of \$100,000, paid from the PCHD Advancing Health Literacy grant. There will be no impact to the General Fund.

Approved as to form:



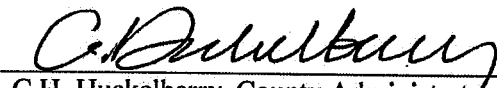
Terri Spencer, Procurement Director

7/21/2021

Date

Direct Selection Approval:

☒ APPROVED ☐ NOT APPROVED



C.H. Huckelberry, County Administrator

7/23/21

Date

cc: Jan Leshner, Chief Deputy County Administrator

Pima County Department of Health

Project: Planning for Health Literacy Project

Contractor: Elham Ali
23408 Abbey Glen Pl.
Valencia, CA 91354

Amount: \$100,000.00

Contract No.: CT-HD-22-063

Funding: Grant funding – Advancing Health Literacy grant from the US Dept. of HHS

PROFESSIONAL SERVICES CONTRACT

1. Parties and Background.

- 1.1. Parties. This Contract is between Pima County, a body politic and corporate of the State of Arizona ("County"), and Elham Ali ("Contractor").
- 1.2. Authority. County selected Contractor pursuant to and consistent with Board of Supervisors Policy D29.6.III.C, Direct Selection.

2. Term.

- 2.1. Term. The term of this Contract commences on August 23, 2021 and will terminate on June 30, 2023. If the commencement date of the Term is before the signature date of the last party to execute this Contract, the parties will, for all purposes, deem the Contract to have been in effect as of the commencement date.

3. Scope of Services. Contractor will provide County with the services described in **Exhibit A** (2 pages), at the dates and times described on **Exhibit A** or, if **Exhibit A** contains no dates or times, then upon demand.

4. Key Personnel. Contractor will employ suitably trained and skilled professional personnel to perform all consultant services under this Contract. Prior to changing any key personnel, especially those key personnel County relied upon in making this Contract, Contractor will obtain the approval of County. The key personnel include the following individuals:

Elham Ali, consultant

5. Compensation and Payment.

- 5.1. Rates; Adjustment. County will pay Contractor at the rates in **Exhibit B** (1 page). Those rates will remain in effect during an Extension Option period unless Contractor, at least 90 days before the end of the then-existing Term, or at the time the County informs Contractor that the County intends to extend the Term, if that is earlier, notifies

County in writing of any adjustments to those rates, and the reasons for the adjustments.

- 5.2. Maximum Payment Amount. County's total payments to Contractor under this Contract, including any sales taxes, may not exceed \$100,000.00 (the "NTE Amount"). The NTE Amount can only be changed by a formal written amendment executed by the Parties. Contractor is not required to provide any services, payment for which will cause the County's total payments under this Contract to exceed the NTE Amount; if Contractor does so, it is at the Contractor's own risk.
 - 5.3. Sales Taxes. The payment amounts or rates in **Exhibit B** do not include sales taxes. Contractor may invoice County for sales taxes that Contractor is required to pay under this Contract. Contractor will show sales taxes as a separate line item on invoices.
 - 5.4. Timing of Invoices. Contractor will invoice County on a monthly basis unless a different billing period is included in **Exhibit B**. County must receive invoices no more than 15 days after the end of the billing period in which Contractor delivered the invoiced products or services to County. County may refuse to pay for any product or service for which Contractor does not timely invoice the County and, pursuant to A.R.S. § 11-622(C), will not pay for any product or service invoiced more than 6-months late.
 - 5.5. Content of Invoices. Contractor will include detailed documentation in support of its invoices and assign each amount billed to an appropriate line item.
 - 5.6. Invoice Adjustments. County may, at any time during the Term and during the retention period in Section 22 below, question any payment under this Contract. If County raises a question about the propriety of a past payment, Contractor will cooperate with County in reviewing the payment. County may set-off any overpayment against amounts due to Contractor under this or any other contract between County and Contractor. Contractor will promptly pay to County any overpayment that County cannot recover by set-off.
6. **Insurance.** Contractor will procure and maintain at its own expense insurance policies satisfying the below requirements until all its obligations under this Contract have been met. The Insurance Requirements are minimum requirements for this Contract and in no way limit Contractor's indemnity obligations under this Contract. The County in no way warrants that the required insurance is sufficient to protect the Contractor for liabilities that may arise from or relate to this Contract.

6.1 Insurance Coverages and Limits:

- 6.1.1. Workers' Compensation (WC) and Employers' Liability: Arizona Statutory Workers' Compensation benefits. In Arizona, workers' compensation statutory coverage is compulsory for employers of one or more employees. Note: The Workers' Compensation requirement does not apply if Contractor has no employees and therefore is exempt under A.R.S. § 23-901, and has

signed and executed the Pima County Sole Proprietor (Independent Contractor) Waiver form.

- 6.1.2. Professional Liability Insurance: Professional Liability to include professional misconduct and negligent acts of anyone performing professional services in the delivery of products, services and/or licensed programs under this contract with policy limits not less than \$1,000,000 Each Claim and \$1,000,000 Annual Aggregate. A Claims-Made policy is acceptable.

6.2. County Verification and Approval of Coverage:

- 6.2.1. Coverage Documentation: Contractor must provide certificates of insurance or other appropriate documentation to County. Each certificate must include in the body of the Certificate the Pima County contract tracking number and Project Name for this Contract, which is on the first page of the Contract.

- 6.2.2. Insurance Renewal: The insurance policy must be in effect prior to commencement of work under this contract and remain in effect for the duration of the project. If the policy expires during the contract period, a renewal certificate must be provided to County not less than 15 days prior to the policy's expiration date. Failure to maintain the Required Insurance, or to provide evidence of renewal prior to the renewal date, is a material breach of this Contract.

- 6.2.3. Cancellation Notice: Each Required Insurance policy must provide that County will receive not less than thirty (30) days advance written notice of any policy cancellation, except 10-days prior notice is sufficient when the cancellation is for non-payment of a premium. Contractor must also provide notice to Pima County within two days of their receipt of notice of a policy suspension, policy cancellation or a material change of coverage of the Required Insurance.

- 6.2.4. Approval and Modifications: The Pima County Risk Manager may approve modifications of the Insurance Requirements without the necessity of a formal Contract amendment, but the approval must be in writing. 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, or the County's receipt of any other information from the Contractor, its insurance broker(s) and/or insurer(s), constitutes a waiver of any of the Insurance Requirements.

7. **Indemnification**. To the fullest extent permitted by law, Contractor will defend, indemnify, and hold harmless Pima County and any related taxing district, and the officials and employees of each of them (collectively, "Indemnatee") 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 Contractor or any of Contractor'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 Contractor 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 Contractor from and against any and all Claims. Contractor 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 Contract.

8. Laws and Regulations.

8.1. Compliance with Laws. Contractor will comply with all federal, state, and local laws, rules, regulations, standards and Executive Orders.

8.2. Licensing. Contractor warrants that it is appropriately licensed to provide the services under this Contract and that its subcontractors will be appropriately licensed.

8.3. Choice of Law; Venue. The laws and regulations of the State of Arizona govern the rights and obligations of the parties under this Contract. Any action relating to this Contract must be filed and maintained in the appropriate court of the State of Arizona in Pima County.

9. **Independent Contractor.** Contractor is an independent contractor. Neither Contractor, nor any of Contractor'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. Contractor is responsible for paying all federal, state and local taxes on the compensation received by Contractor under this Contract and will indemnify and hold County harmless from any and all liability that County may incur because of Contractor's failure to pay such taxes.

10. **Subcontractors.** Contractor 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 Contractor is responsible for the acts and omissions of its own employees. Nothing in this Contract 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.

11. **Assignment.** Contractor may not assign its rights or obligations under this Contract, in whole or in part, without the County's prior written approval. County may withhold approval at its sole discretion.

12. **Non-Discrimination.** Contractor will comply with all provisions and requirements of Arizona Executive Order 2009-09, which is hereby incorporated into this contract, including flow-down of all provisions and requirements to any subcontractors. During the performance of this Contract, Contractor 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.

13. **Americans with Disabilities Act.** Contractor 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).
14. **Authority to Contract.** Contractor warrants its right and power to enter into this Contract. If any court or administrative agency determines that County does not have authority to enter into this Contract, County will not be liable to Contractor or any third party by reason of such determination or by reason of this Contract.
15. **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 Contract, 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 Contract, 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.
16. **Cancellation for Conflict of Interest.** This Contract is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511, the pertinent provisions of which are incorporated into this Contract by reference.
17. **Termination by County.**
- 17.1. Without Cause. County may terminate this Contract at any time without cause by notifying Contractor, in writing, at least 30 days before the effective date of the termination. In the event of such termination, County's only obligation to Contractor will be payment for services rendered prior to the date of termination.
- 17.2. With Cause. County may terminate this Contract at any time without advance notice and without further obligation to County when County finds Contractor to be in default of any provision of this Contract.
- 17.3. Non-Appropriation. Notwithstanding any other provision in this Contract, County may terminate this Contract if for any reason there are not sufficient appropriated and available monies for the purpose of maintaining County or other public entity obligations under this Contract. In the event of such termination, County will have no further obligation to Contractor, other than to pay for services rendered prior to termination.
18. **Notice.** Any notice required or permitted to be given under this Contract 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
Pima County Health Department
3950 S. Country Club Dr. #100
Tucson, AZ 85714

Contractor:
Elham Ali
23408 Abbey Glen Pl.
Valencia, CA 91354

19. **Non-Exclusive Contract.** Contractor understands that this Contract is nonexclusive and is for the sole convenience of County. County reserves the right to obtain like services from other sources for any reason.
20. **Remedies.** Either party may pursue any remedies provided by law for the breach of this Contract. 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 Contract.
21. **Severability.** Each provision of this Contract stands alone, and any provision of this Contract found to be prohibited by law will be ineffective to the extent of such prohibition without invalidating the remainder of this Contract.
22. **Books and Records.** Contractor 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, Contractor 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.
23. **Public Records.**
 - 23.1. **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 Contract, 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.
 - 23.2. **Records Marked Confidential; Notice and Protective Order.** If Contractor reasonably believes that some of those records contain proprietary, trade-secret or otherwise-confidential information, Contractor must prominently mark those records "CONFIDENTIAL." In the event a public-records request is submitted to County for records marked CONFIDENTIAL, County will notify Contractor of the request as soon as reasonably possible. County will release the records 10 business days after the date of that notice, unless Contractor 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.
24. **Legal Arizona Workers Act Compliance.**
 - 24.1. **Compliance with Immigration Laws.** Contractor hereby warrants that it 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"). Contractor will further ensure

that each subcontractor who performs any work for Contractor under this Contract likewise complies with the State and Federal Immigration Laws.

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

24.3. Remedies for Breach of Warranty. Any breach of Contractor'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 Contract subjecting Contractor to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor 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 Contractor.

24.4. Subcontractors. Contractor 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."

25. **Grant Compliance**. Contractor will comply with all requirements attached in **Exhibit C** (3 pages).
26. **Israel Boycott Certification**. Pursuant to A.R.S. § 35-393.01, if Contractor engages in for-profit activity and has 10 or more employees, and if this Contract has a value of \$100,000.00 or more, Contractor certifies it is not currently engaged in, and agrees for the duration of this Contract 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.
27. **Amendment**. The parties may modify, amend, alter or extend this Contract only by a written amendment signed by the parties.
28. **Entire Agreement**. This document constitutes the entire agreement between the parties pertaining to the subject matter it addresses, and this Contract supersedes all prior or contemporaneous agreements and understandings, oral or written.

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

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

PIMA COUNTY

Chairman, Board of Supervisors

Date

ATTEST

Clerk of the Board

Date

APPROVED AS TO CONTENT



Department Representative

08/24/21

Date

APPROVED AS TO FORM



Deputy County Attorney
Jonathan Pinkney

Print DCA Name

8/24/21

Date

CONTRACTOR



Authorized Officer Signature

Elham Ali, Consultant

Printed Name and Title

08/23/2021

Date

Exhibit A (2 pages)

Scope of Services

Contractor will work with Pima County Health Department (PCHD) to conduct activities related to the Department of Health and Human Services (HHS) health literacy funded project, Award # 1CPIMP211275-01. The consultant will appropriately identify, select, design and evaluate project plans for the Health Literacy project in partnership with a human-centered design (HCD) agency, local community-based organizations and healthcare centers to generate new policies, practices, and systems-level changes that allow Pima County residents to find, understand and use COVID-19 public health information.

Contractor will:

1. Identify strategies, activities and deliverables for the Health Literacy Action Plan template provided by Pima County as it pertains to Health Literacy activities for the 2021 – 2023 year. Due 30 days after contract initiation.
2. Define research and design protocols to engage with MHC Healthcare patients, providers, and partners in the human centered design process including, but not limited to, problem space discovery, solution definition, and prototyping.
3. Provide guidance to the Health Literacy project team in setting and adjusting project direction including providing feedback on work-based structure and project schedules, scopes, and budgets as they relate to the human centered design process.
4. Complete and recommend research and design tasks for the Health Literacy project. This may include, but is not limited to, interviews, usability testing, concept testing, quantitative research surveys, A/B testing, sketching, and prototyping.
5. Advise Pima County and MHC Healthcare on healthcare security, privacy compliance and parameters such as Health Insurance Portability and Accountability Act (HIPAA) and Service Organization Control (SOC 2) regulations as it relates to the human centered design and research process.
6. Work with the Health Literacy evaluation team to develop and refine performance measures for the Health Literacy Quality Improvement Plan.
7. Create templates and trainings on the human-centered design process and facilitate trainings for Pima County staff and Health Literacy project partners.

8. Facilitate design sprints, design thinking, and co-creation sessions with Pima County staff and Health Literacy project partners and contractors.
9. Attend required HHS and Health Literacy meetings and report monthly and quarterly deliverables in reports as defined by Pima County.
10. Submit Monthly Progress Reports in a format provided by Pima County. Monthly reports must include summary of recommendations and guidance provided for trainings, evaluation, project direction, and activities outlined in the Health Literacy Action Plan and Quality Improvement Plan.

Due Date(s)

Action Plan Recommendations: Due 30 days after the contract initiation.

Quality Improvement Plan Recommendations: Due 30 days after the contract initiation.

Description of the Design Thinking processes and Design Sprints to be applied to developing solutions to identified Health Literacy project challenges: Due 120 days after the contract initiation.

Monthly Reports: Due the 15th of each month.

Exhibit B (1 page)
Rates

Contractor will be paid \$80.00 per hour for time spent on this project.

Contractor shall submit an invoice detailing the hours, by date, worked and what task was worked on for each block of time.

Invoices are due with monthly reports on the 15th of the month following the month being billed for.

Refer to #5, Compensation and Payment, for additional requirements related to billing.

Exhibit C (3 pages)

BASIC CLAUSES FOR FEDERALLY-FUNDED PURCHASES/CONTRACTS

Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

Contracts must contain the provisions listed below. Federal agencies are also permitted to require changes, remedies, changed conditions, access and records retention, suspension of work, and other clauses approved by the Office of Federal Procurement Policy.

1. Administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate. (Contracts more than the simplified acquisition threshold currently set at \$250,000)
2. Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000).
3. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
4. Notice of awarding agency requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract (37CFRPart 401).
5. Provisions for complying with applicable standards, orders or requirements issued under:
 - a. Clean Air Act (42 USC7401-7671q.)
 - b. Federal Water Pollution Control Act (33 U.S.C. 1251-1387) as amended (Contracts and subgrants in excess of \$150,000)

6. Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 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 contractor is required to verify that none of the contractor, 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 contractor is required to provide their DUNS number to Pima County.
 - c) The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 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 Contractor. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 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 bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 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.
7. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above 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. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
8. In performance of this contract, Contractor agrees to comply with applicable requirements of section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR

part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014]

1. The Contractor agrees to provide access by the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the Contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.
2. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
3. Retention of all required records for three years or, as otherwise required by any Grant Agreement after grantees or subgrantees make final payments and all other pending matters are closed.
4. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub_ L. 94-163, 89 Stat 871) as amended.