

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): 22-084
Commencement Date: 10/05/2021 Termination Date: 06/30/2023 Prior Contract Number (Synergen/CMS): N/A
☒ Expense Amount \$ 219,958.00 * ☐ Revenue Amount: \$ _____

***Funding Source(s) required:** Advancing Health Literacy grant from Health & Human Services

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: 09/22/21

Deputy County Administrator Signature: _____ Date: 27 Sep 2021

County Administrator Signature: C. D. Kelly Date: 9/27/21

Date: August 26, 2021

To: Chuck Huckelberry
County Administrator

From: Theresa Cullen, MD, MS
Health Department Director

*VP
Huckelberry
Dr. Cullen*

Re: Authorization to contract with the University of Arizona Department of Mexican American Studies

Pursuant to Pima County Board of Supervisors Policy D29.6 III C- Direct Selection and Procurement Procedure PO-50, the Health Department is requesting approval to contract with the University of Arizona's Department of Mexican American Studies (UA MAS) to conduct evaluation services for the department's Advancing Health Literacy project.

Background:

The new Advancing Health Literacy project is grant funded through the Department of Health and Human Services (HHS). PCHD received funding for this project to promote changes in Pima County's healthcare delivery system through new and revised policies that improve patient adherence to COVID-19 and other public health recommendations using evidence-based health literacy strategies. This program is similar to the existing REACH project, also federally funded, in that it targets disadvantaged populations with health education. UA MAS is the evaluator for the REACH program. PCHD is pleased with the evaluation work that UA MAS has done over the past three years and would like to expand their work into this new project.

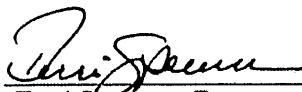
Due to this existing relationship, PCHD requested UA MAS' assistance in writing the Advancing Health Literacy proposal. UA MAS is indicated in the grant's Action Plan as the guiding research department for the development, monitoring and recording of the project's evaluation services.

Requested Action: The Health Department requests that the Department of Mexican American Studies of the University of Arizona be selected for the Advancing Health Literacy project with a not to exceed amount of \$300,000 or less for the 21 month grant period through June 30, 2023. The contract will include one possible extension in case the program is offered a no-cost grant extension. All expenses will be paid for with federal grant funds from HHS, which has approved the use of these grant funds for this purpose.

There will be no impact to the General Fund.

TC/mk

Approved as to Form:



Terri Spencer, Procurement Director

8/27/2021

Date

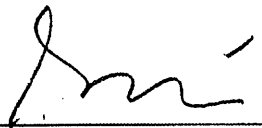
C. H. Huckelberry

Re: **Authorization to contract with the University of Arizona Department of Mexican American Studies**

August 26, 2021

Page 2 of 2

Concur:



Francisco García, MD, MPH
Deputy County Administrator & Chief Medical Officer

31 Aug 2021

Date

☒ APPROVED ☐ NOT APPROVED



C.H. Huckelberry, County Administrator

8/31/21

Date

cc: Jan Leshar, Chief Deputy County Administrator
Terri Spencer, Procurement Director

Pima County Department of Health

Project: Evaluation Services for Advancing Health Literacy Project

Contractor: Arizona Board of Regents on behalf of The University of Arizona
Department of Mexican American Studies (MAS)

Amount: \$219,958.00

Contract No.: CT-HD-22-084

Funding: Grant funding – Advancing Health Literacy from the US Dept. of HHS, Unit 3549

Assistance Listing Program Title: Community Program to Improve Minority Health, CFDA 93.137

FAIN #: CPIMP211275

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 the Arizona Board of Regents on behalf of The University of Arizona ("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. Initial Term. The term of this Contract commences on October 5, 2021 and will terminate on June 30, 2023 ("Initial Term"). "Term," when used in this Contract, 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 Contract, the parties will, for all purposes, deem the Contract 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 Contract for up to one additional period of up to one year (an "Extension Option"). An Extension Option will be effective only upon execution by the Parties of a formal written amendment.

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:

Ada Wilkinson-Lee, Ph.D., Associate Professor, Department of Mexican American Studies

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 \$219,958.00 (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 30 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.** County acknowledges that Contractor, as an instrumentality of the State of Arizona, participates in a program of self-insurance, administered by the State of Arizona, Department of Administration, Risk Management Division, as authorized by Arizona Revised Statutes § 41-621 et. seq. The parties agree that the general and professional liability coverage provided by this self-insurance program is deemed sufficient for the purposes of this Agreement.

7. **Indemnification.** Each party (as "Indemnitor") agrees to defend, indemnify, 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 or derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, students or volunteers.
8. **Laws and Regulations.**
 - 8.1. Compliance with Laws. Each party 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 be responsible for any liability that County may incur because of Contractor's failure to pay such taxes.
10. **Subcontractors.** Contractor will require subcontractors' insurance policies be endorsed to include both Contractor and County as additional insured and that each subcontractor indemnify and hold harmless both Contractor and County from any 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 subcontractor's directors, officers, agents, employees, volunteers or subcontractors.
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 full and complete performance under this Contract, or to take any action based on the other party's failure to fully and completely perform, is not a waiver of that party's right to insist upon full and complete performance of the same, or 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. Either party 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. Either party 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, either party 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, Director Pima County Health Department 3950 S. Country Club Rd., Suite 100 Tucson, AZ 85714	Contractor: Sponsored Projects Services The University of Arizona P.O. Box 210158, Room 515 Tucson, AZ 85721-0158
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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. The parties acknowledge that disputes arising from this Agreement may be subject to arbitration in accordance with applicable law and court rules.
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 either party reasonably believes that some of those records contain proprietary, trade-secret or otherwise-confidential information, that party must prominently mark those records "CONFIDENTIAL." In the event a public-records request is submitted to a party for records marked CONFIDENTIAL, that party will notify the other party of the request as soon as reasonably possible. The party receiving the public records request will release the records 10 business days after the date of that notice, unless the other party has, within that period, secured an appropriate order from a court of competent jurisdiction, enjoining the release of the records. Each party will not, under any circumstances, be responsible for securing such an order for the other party, nor will either party 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. Each party 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. Each party 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 this 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** (2 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

Chair, Board of Supervisors

Date

ATTEST

Clerk of the Board

Date

APPROVED AS TO FORM



Deputy County Attorney

Jonathan Pinkney

Print DCA Name

9/21/21
Date

APPROVED AS TO CONTENT



Department Representative

09/22/21
Date

CONTRACTOR

Mark Anthony Drury
M. A. Drury Digitally signed by M. A. Drury
Date: 2021.09.20 15:14:50 -06'00'

Authorized Officer Signature

Contracts Manager, University of Arizona
Printed Name and Title

September 20, 2021
Date

Exhibit A (2 pages)

Scope of Services

Contractor will work with Pima County Health Department (PCHD) to conduct the evaluation of the stated work plan activities related to the Department of Health and Human Services (HHS) funded project, Advancing Health Literacy.

Actions to meet this goal include providing recommendations and guidance for the development of the quality improvement / evaluation plan including process and outcome evaluation and training evaluation of health literacy strategies to enhance COVID-19 vaccine uptake and other county mitigation measures in racial and ethnic minority populations and socially vulnerable populations in Pima County.

Tasks.

Contractor will:

1. Complete the Quality Improvement / Evaluation Plan template provided by HHS as it pertains to Health Literacy project activities for the 2021 – 2023 grant period. Due 30 days after contract initiation. This will include the completion of a data management plan if deemed applicable by HHS.
2. Develop and execute all necessary evaluation data collection tools such as surveys, focus group questions, and interview questions as it pertains to Health Literacy project activities for the 2021 – 2023 grant period. This includes gathering project data from priority clients and partners and analyzing collected data in RedCAP and Qualtric software systems.
3. Assist PCHD in completing all action plan activities that require an evaluation component including the development of evaluation tools, methods, processes and procedures.
4. Participate in PCHD's monthly virtual meetings with the HHS Program Officer when Agenda indicates Contractor's participation is necessary.
5. Meet with Pima County Health Literacy staff twice a month by phone or in person.
6. Provide ongoing guidance and recommendations to PCHD and MHC Healthcare on any adjustments to project scopes or activities as it pertains to evaluation.
7. Report annually on performance measures and evaluation activities using the HHS approved evaluation template(s).

8. Review Monthly Progress Reports developed by PCHD and provide recommendations for any needed revisions or additions as they relate to evaluation.
9. Contribute to annual reports on performance measures and evaluation activities for the Health Literacy project using the HHS approved evaluation reporting template.
10. Utilize a software system, such as Qualtrics or RedCap, to analyze and evaluate Health Literacy project activities and provide PCHD and HHS with evaluation reports when indicated as necessary.

Due Date(s)

Action Plan: Due 30 days after the contract initiation

Annual Evaluation Reports: Date to be determined once set by grantor; tentatively July 15, 2022 and 2023.

Exhibit B (1 page)

Compensation

1. Compensation

County will pay Contractor on a cost reimbursable basis 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 will be paid on a net 30 basis in accordance with County policy. County reserves the right to audit Contractor's financial records as relates to the performance of duties under this contract.

2. Budget (October 2021 – June 2023 21 months)

Category	Budget 10/01/2021- 09/30/2022	Budget 10/01/2022- 06/30/2023	Notes
Salary & Wages	\$ 72,562	\$ 57,142	Allocated time for staffing
Fringe Benefits	\$ 22,494	\$ 17,714	Allocated benefits for staff indicated above
Supplies	\$ 500	\$ 394	Office supplies
Travel	\$ 500	\$ 394	Local mileage
Other	\$ 1,400	\$ 1,470	SPSS site license; RedCap and Qualtrics accounts.
Total Direct Costs	\$ 97,456	\$ 77,114	
Indirect Costs	\$ 25,339	\$ 20,049	26% IDC rate
Total Contract Budget	\$ 122,795	\$97,163	Total 21 month budget: \$219,958

3. Variance or Reprogramming

Budget variance in a category of up to 10% is allowed while remaining within the total contract budget. Variance of greater than 10% will require County approval of reprogramming and will be done at the sole discretion of County.

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

Exhibit C (2 pages)

BASIC CLAUSES FOR FEDERALLY-FUNDED PURCHASES/CONTRACTS

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

1. **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 Contractor 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 Contractor is required to provide their DUNS number to Pima County.
 - c. The Contractor 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 Contractor. If it is later determined that the Contractor 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 Contractor 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.
2. **Compliance with Federal law, Regulations, and Executive Orders.** The Contractor acknowledges that financial assistance from the federal Department of Health and Human Services (HHS) will be used to fund this contract. The Contractor will comply

with all applicable federal law, regulations, executive orders, HHS policies, procedures, and directives.

3. **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, Contractor, or any other party pertaining to any other matter resulting from the contract.
4. **Program Fraud and False or Fraudulent Statements or Related Acts.** The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.
5. **Access to Records.** The Contractor agrees to provide access by the County, 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 this specific Contract for the purpose of audit, examination, excerpts, and transcriptions.
 - a. 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.
6. **Patent Rights.** Acceptance of grant funds obligates contractor to comply with the standard patent rights clause in 37 CFR Part 401.14.
7. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).** Contractors with awards exceeding \$100,000 must file the required certification. Contractor must certify 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 must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures will be forwarded from tier to tier up to the non-Federal award.
8. **Energy Policy and Conservation Act.** Contractor is obligated to comply with 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.
9. **Clean Air Act.** Contractor is obligated to comply with applicable standards, orders or requirements issued under the Clean Air Act (42 USC 7401-7671q.)
10. **Federal Water Pollution Control Act.** Contractor is obligated to comply with applicable standards, orders or requirements issued under the Federal Water Pollution Control Act (33 U.S.C. 1251-1387) as amended.