BOARD OF SUPERVISORS AGENDA ITEM REPORT
AWARDS / CONTRACTS / GRANTS

○ Award ◉ Contract ○ Grant

Requested Board Meeting Date: November 2, 2021

* = *Mandatory, information must be provided*

or Procurement Director Award: ☐

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

Portable Practical Educational Preparation Inc.

***Project Title/Description:**

Community Relations Service for Advancing Health Literacy Project

***Purpose:**

Subrecipient will work with the Health Department to conduct activities related to the Health Literacy project funded by Health and Human Services. The subrecipient will contribute to the development of tailored interventions to deliver COVID-19 health and vaccination information to minority populations. Subrecipient will leverage community relations including trusted community leaders, coalitions and groups to distribute COVID-19 materials, tools, trainings and resources created through the Health Literacy project process to minority populations. Subrecipient will recruit participants from minority populations to participate in focus groups and key informant interviews to inform Health Literacy project plans and activities. Subrecipient will participate in weekly Health Literacy project learning collaborative and community of practice work groups to design and execute activities to improve community adherence to COVID-19 mitigation strategies.

***Procurement Method:**

This Subrecipient Agreement is a non-Procurement contract and not subject to Procurement rules.

***Program Goals/Predicted Outcomes:**

Subrecipient will collaborate with Health Department staff and identified partners to develop and implement a health literacy plan to increase the availability, acceptability and use of COVID-19 public health information and services by minority populations. Subrecipient will implement project plans for the Health Literacy project with the Health Department, a human-centered design agency and local community-based organizations and healthcare centers to generate new policies, practices, and systems-level changes that allow minority populations in Pima County to find, understand and use COVID-19 public health information.

***Public Benefit:**

Subrecipient will identify and execute strategies and solutions to improve community responses to public health strategies for 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:**

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To: COB 10/28/21 @
Vers.: 1
pgs.: 21

Procure Dept 10/28/21 PM03:42

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): 22-106

Commencement Date: 11/02/2021 | Termination Date: 06/30/2023 | Prior Contract Number (Synergen/CMS): N/A

☒ Expense Amount $ 300,000.00 * ☐ Revenue Amount: $ _____

***Funding Source(s) required:** U.S. Dept. of Health and 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? 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 ○ 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

epartment Director Signature: _____ Date: 10/22/21

eputy County Administrator Signature: _____ Date: 10/28/21

ounty Administrator Signature: _____ Date: 10/28/21

Pima County Department of Health

Project: Community Relations Service for Advancing Health Literacy Project

Subrecipient: Portable Practical Educational Preparation Inc.
802 E. 46th Street
Tucson, AZ 85713

Subrecipient DUNS number: 092671866

Amount of federal funds obligated to subrecipient: $300,000.00

Contract No.: CT-HD-22-106

Funding: Advancing Health Literacy to Enhance Equitable Community Responses to COVID-19

Funding agency: U.S. Department of Health and Human Services, passed through the Pima County Health Department

Federal Award Identification Number: 1CPIMP211275-01-00

Federal Award Date: 06/18/2021

Total Amount of Federal Award: $4,000,000.00

Federal Award Period of Performance: 07/01/2021 – 06/30/2023

Subaward Period of Performance/ Budget Period: 11/02/2021- 06/30/2023

Assistance listing number and title: CFDA 93.137, Community Program to Improve Minority Health

Research and Development? No

Indirect cost rate and methodology: 17.59% of total salaries and fringe benefits

SUBRECIPIENT AGREEMENT

1. **Parties and Background**.

1.1. Parties. This Agreement is between Pima County, a body politic and corporate of the State of Arizona ("County"), and Portable Practical Educational Preparation Inc. ("Subrecipient").

1.2. Authority. The Department of Health and Human Services (HHS) released funding opportunity MP-CPI-21-006 on March 8, 2021, for local municipalities. County partnered with Subrecipient in developing its response to this funding opportunity.

1.3. Background. County received a grant from HHS called *Pima County will use human-centered design to identify and eliminate barriers, increase providers' use of accessibility standards, and promote health literacy among minority populations*. Portable Practical Educational Preparation Inc. was proposed as one of the grant subrecipients for the two year term. This Agreement serves as a means to reimburse Subrecipient for their expenses in implementation of this project.

2. **Term**.

2.1. Initial Term. The term of this Agreement commences on November 2, 2021 and will terminate on June 30, 2023 ("Initial Term"). "Term," when used in this Agreement, means the Initial Term plus any exercised extension options under Section 2.2. If the commencement date of the Initial Term is before the signature date of the last party to execute this Agreement, the parties will, for all purposes, deem the Agreement to have been in effect as of the commencement date.

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

3. **Scope of Services**. Subrecipient will 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**. Subrecipient will employ suitably trained and skilled professional personnel to perform all consultant services under this Agreement. Prior to changing any key personnel, especially those key personnel County relied upon in making this Agreement, Subrecipient will obtain the approval of County. The key personnel include the following individuals: Kari Hogan, Deputy CEO and Amy Bass, Executive Director.

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

6. **Compensation and Payment**.

6.1. Budget; Adjustment. County will reimburse Subrecipient according to the budget in **Exhibit B** (2 pages). This budget will remain in effect during an Extension Option period unless Subrecipient, at least 90 days before the end of the then-existing Term, or at the time the County informs Subrecipient that the County intends to extend the Term, if that is earlier, notifies County in writing of any adjustments to the budget, and the reasons for the adjustments.

6.2. Maximum Payment Amount. County's total payments to Subrecipient under this Agreement, including any sales taxes, may not exceed $300,000.00 (the "NTE Amount"). The NTE Amount can only be changed by a formal written amendment executed by the Parties. Subrecipient is not required to provide any services, payment

for which will cause the County's total payments under this Agreement to exceed the NTE Amount; if Subrecipient does so, it is at the Subrecipient's own risk.

6.3. Sales Taxes. The payment amounts or rates in **Exhibit B** do not include sales taxes. Subrecipient may invoice County for sales taxes that Subrecipient is required to pay under this Agreement. Subrecipient will show sales taxes as a separate line item on invoices.

6.4. Timing of Invoices. Subrecipient will invoice County on a monthly basis unless a different billing period is included in **Exhibit B**. County must receive invoices no more than 30 days after the end of the billing period in which Subrecipient carried out the scope goals and objectives. County may refuse to pay for any period for which Contactor does not timely invoice the County and, pursuant to A.R.S. § 11-622(C), will not pay for any period invoiced more than 6-months late.

6.5. Content of Invoices. Subrecipient will include detailed documentation in support of its invoices and assign each amount billed to an appropriate line item. Each request for reimbursement must:

6.5.1. Have a unique invoice number

6.5.2. Reference this Agreement number.

6.5.3. Be approved and signed by the person(s) that prepared the request and an authorized manager, supervisor or executive of the Subrecipient to insure proper internal financial controls.

6.5.4. Be for costs as identified in Exhibit A of this Agreement.

6.5.5. Be accompanied by documentation which must include, but is not limited to:

6.5.5.1. A summary report of monthly expenditures by expense categories as shown in the approved budget in Exhibit A of this Agreement.

6.5.5.2. Copies of paid invoices and receipts or cancelled checks (front and back) to support all purchases of goods or services.

6.5.5.3. Timesheets or other records, signed by the employee and the employee's immediate supervisor with direct knowledge of the employee's efforts under this Agreement, that account for one hundred percent (100%) of the employee's time worked in the pay period and specify:

6.5.5.3.1. Hours worked on the program

6.5.5.3.2. Total hours worked per pay period

6.5.5.3.3. Days worked and

6.5.5.3.4. Hours worked each day.

6.5.5.4. Accounting system report(s) specifying rate of pay and cost of employer-paid benefits.

6.5.5.5. Detailed travel reports to support all travel expenses if reimbursement is authorized for travel,

6.5.5.6. Any other documentation requested by County

6.5.5.7. Be accompanied by signed copy of the Financial Status Report and Request for Funds. County will provide Subrecipient with a form similar to that attached hereto as **Exhibit C** (one page) upon execution of this Agreement.

6.6. County may, at its sole discretion:

6.6.1. Determine the acceptability and progress of work performed and determine the resulting entitlement to payment of each request for reimbursement.

6.6.2. Liquidate funds available under this Agreement for costs incurred by County on behalf of Subrecipient.

6.6.3. Deny full payment for requests for reimbursement that are submitted to County after the date set forth in Paragraph 5.4. County may deduct its processing costs or delay-related damages in connection with a request for payment submitted after that date.

6.6.4. Deny payment for any request for reimbursement received after July 30, 2023.

6.7. Request for final payment for compensation earned and/or eligible costs incurred must be submitted to the County within 30 calendar days after the end of the Agreement term. The request must meet the requirements set forth in paragraph 6.5 above and include a report summarizing Subrecipient's performance during the term of the Agreement.

6.8. No payments will be made to Subrecipient, until all of the following conditions are met:

6.8.1. Subrecipient has completed and submitted a W-9 Taxpayer Identification Number form;

6.8.2. Subrecipient has registered as a Pima County Vendor at the Pima County Procurement Vendor Portal: http://webcms.pima.gov/cms/One.aspx?portalId=169&pageId=18377

6.8.3. Adequate and accurate documentation is provided with each request for payment or invoice; and

6.8.4. This Agreement is fully executed.

6.9. Any change that increases or decreases the maximum allocated amount or that changes the Scope of Work in any way will require an Agreement amendment. Such change will not be effective, nor will compensation under the change be provided, until the Agreement amendment is fully executed by both parties.

6.10. Goods and services provided in excess of the budgeted line item or the maximum allocated amount without prior authorization as set forth in paragraphs 6.1 and 6.2 above will be at Subrecipient's own risk.

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

7. **Monitoring and Evaluation**.

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

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

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

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

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

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

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

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

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

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

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

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

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

8.2. Additional Coverage Requirements:

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

8.2.2. Additional Insured Endorsement: The General Liability and Business

Automobile Liability Policies shall each be endorsed to include Pima County, its departments, districts, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Subrecipient.

8.2.3. Subrogation Endorsement: The General Liability, Business Automobile Liability, and Workers' Compensation Policies shall each contain a waiver of subrogation endorsement in favor of Pima County, and its departments, districts, officials, agents, and employees for losses arising from work performed by or on behalf of the Subrecipient.

8.2.4. Primary Insurance Endorsement: The Required Insurance policies must stipulate that they are primary and that any insurance carried by County, or its agents, officials, or employees, is excess and not contributory insurance.

8.2.5. The Required Insurance policies may not obligate County to pay any portion of Subrecipient's deductible or Self Insurance Retention (SIR).

8.2.6. Subcontractors: Subrecipient must either (a) include all subcontractors as additional insureds under its Required Insurance policies, or (b) require each subcontractor to separately meet all Insurance Requirements and verify that each subcontractor has done so. Subrecipient must furnish, if requested by County, appropriate insurance certificates for each subcontractor. Subrecipient must obtain County's approval of any subcontractor request to modify the Insurance Requirements as to that subcontractor.

8.3. Notice of Cancellation:
Subrecipient must notify County, within two business days of Subrecipient's receipt of notice from an insurer, if any Required Insurance policy is suspended, voided, or cancelled for any reason. Notice must include the Pima County project or Agreement number and project description.

8.4. Verification of Coverage:

8.4.1. Subrecipient must furnish County with a certificate of insurance (valid ACORD form or equivalent approved by Pima County) for each Required Insurance policy, which must specify that the policy has all the required endorsements, and must include the Pima County project or Agreement number and project description. Each certificate must be signed by an authorized representative of the insurer.

8.4.2. County may at any time require Subrecipient to provide a complete copy of any Required Insurance policy or endorsement. Note: Subrecipients for larger projects must provide actual copies of the additional insured and subrogation endorsements.

8.4.3. Subrecipient must provide the certificates to County before work commences. Each Required Insurance policy must be in effect at least 10 days before work

under this Agreement commences. Subrecipient must provide County a renewal certificate not less than 15 days prior to a Required Insurance policy's expiration date. Failure to maintain the Required Insurance policies, or to provide evidence of renewal, is a material breach of this Agreement.

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

8.5. Approval and Modifications:

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

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

10. **Laws and Regulations**.

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

10.2. Licensing. Subrecipient warrants that it is appropriately licensed to provide the services under this Agreement and that its subcontractors will be appropriately licensed.

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

10.4. Compliance with grant regulations. Federal financial assistance is used to fund this contract. Subrecipient will comply with the requirements of 45 CFR part 75.

10.5. Debarment/suspension. Subrecipient certifies that it has not been debarred or suspended from receiving federal contracts and will notify County in writing within 5 business days if this changes.

10.5.1. This Agreement is a covered transaction for purposes of 2 CFR 180 and 2 CFR 3000. As such the subrecipient is required to verify that none of the subrecipient, 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).

10.5.2. The subrecipient is required to provide their DUNS number to Pima County.

10.5.3. The subrecipient 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.

10.5.4. This certification is a material representation of fact relied upon by subrecipient. If it is later determined that the subrecipient did not comply with 2 C.F.R. 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.

10.6. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Subrecipients with awards exceeding $100,000 must file the required certification. Subrecipient certifies that it has not and will not used federally 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 recipient of the Federal award, who will in turn forward the certification(s) to the federal awarding agency.

10.7. Required Disclosures for Federal Awardee Performance and Integrity Information System (FAPIIS): Consistent with 45 CFR 75.113, applicants and recipients must disclose in a timely manner, in writing to the HHS Awarding Agency, with a copy to the HHS Office of Inspector General (OIG), all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Subrecipients must disclose, in a timely manner, in writing to the prime recipient (pass through entity) and the HHS OIG, all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Disclosures must be sent in writing to the awarding agency and to the HHS OIG at the following addresses:

HHS OASH Grants and Acquisitions Management
1101 Wootton Parkway, Plaza Level
Rockville, MD 20852

AND

U.S. Department of Health and Human Services Office of the Inspector General
ATTN: OIG HOTLINE OPERATIONS -- MANDATORY GRANT DISCLOSURES
PO Box 23489
Washington, DC 20026

URL: http:oig.hhs.gov/fraud/report-fraud/index.asp
(Include "Mandatory Grant Disclosures" in subject line)
Fax: 1-800-223-8164 (Include "Mandatory Grant Disclosures" in subject line)

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

10.8. Copyright Interests and Inventions. The Subrecipient grants to County a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this Agreement to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the Agreement but not first produced in the performance of this contract, the Subrecipient will identify such data and grant to County or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this Agreement, the Subrecipient will deliver to County data first produced in the performance of this Agreement and data required by the Agreement but not first produced in the performance of this Agreement in formats acceptable by County.

10.9. Non-Discrimination

10.9.1. Subrecipient will comply with all provisions and requirements of Arizona Executive Order 2009-09, which is hereby incorporated into this Agreement, including flow-down of all provisions and requirements to any subcontractors. During the performance of this Agreement, Subrecipient will not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.

10.9.2. As a condition of receipt of Federal financial assistance, you acknowledge and agree that you must comply (and require any subgrantees, contractors, successors, transferees, and assignees to comply) with applicable provisions

of national laws and policies prohibiting discrimination, including but not limited to:

10.9.2.1. Subrecipient will comply with Title II of the Americans with Disabilities Act (Public Law 110-325, 42 U.S.C.§§ 12101-12213) and the federal regulations for Title II (28 CFR Part 35).

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

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

10.10 Telecommunications. 2 CFR §200.216 prohibits obligating or expending grant funds for certain telecommunications and video surveillance services or equipment. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

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

12. **Subcontractors**. Subrecipient is fully responsible for all acts and omissions of any subcontractor, and of persons directly or indirectly employed by any subcontractor, and of persons for whose acts any of them may be liable, to the same extent that the Subrecipient is responsible for the acts and omissions of its own employees. Nothing in this Agreement creates any obligation on the part of County to pay or see to the payment of any money due any subcontractor, except as may be required by law.

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

14. **Authority to Contract**. Subrecipient warrants its right and power to enter into this Agreement. If any court or administrative agency determines that County does not have authority to enter into this Agreement, County will not be liable to Subrecipient or any third party by reason of such determination or by reason of this Agreement.

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 Agreement, or to take any action based on the other party's failure to completely and satisfactorily perform, is not a waiver of that party's right to insist upon complete and satisfactory performance, or compliance with any other covenant or condition in this Agreement, either in the past or in the future. The acceptance by either party of sums less than may be due and owing it at any time is not an accord and satisfaction.

16. **Cancellation for Conflict of Interest**. This Agreement is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511, the pertinent provisions of which are incorporated into this Agreement by reference.

17. **Termination by County**.

    17.1. Without Cause. County may terminate this Agreement at any time without cause by notifying Subrecipient, in writing, at least 30 days before the effective date of the termination. In the event of such termination, County's only obligation to Subrecipient will be payment for services rendered prior to the date of termination.

    17.2. With Cause. County may terminate this Agreement at any time without advance notice and without further obligation to County when County finds Subrecipient to be in default of any provision of this Agreement.

    17.3. Non-Appropriation. Notwithstanding any other provision in this Agreement, County may terminate this Agreement 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 Agreement. In the event of such termination, County will have no further obligation to Subrecipient, other than to pay for services rendered prior to termination.

18. **Notice**. Any notice required or permitted to be given under this Agreement must be in writing and be served by personal delivery or by certified mail upon the other party as follows:

County:	**Subrecipient:**
Theresa Cullen, Director	Amy Bass, Executive Director
Pima County Health Department	PPEP, Inc.
3950 S. Country Club Rd., Suite 100	802 E. 46th Street
Tucson, AZ 85714	Tucson, AZ 85713

19. **Non-Exclusive Agreement**. Subrecipient understands that this Agreement is nonexclusive and is for the sole convenience of County. County reserves the right to obtain like services from other sources for any reason.

20. **Remedies**. Either party may pursue any remedies provided by law for the breach of this Agreement. No right or remedy is intended to be exclusive of any other right or remedy and each is cumulative and in addition to any other right or remedy existing at law or at equity or by virtue of this Agreement.

21. **Severability**. Each provision of this Agreement stands alone, and any provision of this Agreement found to be prohibited by law will be ineffective to the extent of such prohibition without invalidating the remainder of this Agreement.

22. **Audit Requirements**

22.1. Subrecipient will:

22.1.1. Comply with the applicable provisions of the Audit Requirements for Federal Awards in 2 CFR Part 200, Subpart F.

22.1.2. Establish and maintain a separate, identifiable accounting of all funds provided by County under this Agreement. The accounting must record all expenditures that are used to support invoices and requests for payment from County.

22.1.3. Establish and maintain accounting records that identify the source and application of any funds not provided under this Agreement used to support these Agreement activities.

22.1.4. Ensure that all accounting records meet the requirements of the Federal, State, County, and generally accepted accounting principles laws and regulations.

22.1.5. Upon written notice from County, provide a program-specific or financial audit. Such notice from County will specify the period to be covered by the audit, the type of audit and the deadline for completion and submission of the audit.

22.1.6. Ensure that any audit conducted pursuant to this Agreement is performed by a qualified, independent accounting firm and submitted to County within six (6) months of completion of the audit required pursuant to this Section 24.0, unless a different time is specified by County. The audit submitted must include Subrecipient responses, if any, concerning any audit findings.

22.1.7. Pay all costs for any audit required or requested pursuant to this Section 24.0.

22.2. Subrecipient status:

22.2.1. If Subrecipient is a "nonprofit corporation" that meets the definition of "corporation" in A.R.S. 10-3140, Subrecipient will comply with the applicable audit requirements set forth in A.R.S. 11-624, "Audit of Non-Profit Corporations Receiving County Monies."

22.2.2. Subrecipient will comply with federal single audit requirements and, upon

request from County, provide County with a copy of the required audit document within ninety (90) days following the end of Subrecipient's fiscal year.

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

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

23. **Books and Records**. Subrecipient will keep and maintain proper and complete books, records and accounts, which will be open at all reasonable times for inspection and audit by duly authorized representatives of County. In addition, Subrecipient will retain all records relating to this Agreement for at least five (5) years after its expiration or termination or, if later, until any related pending proceeding or litigation has concluded.

24. **Public Records**.

24.1. **Disclosure**. Pursuant to A.R.S. § 39-121 et seq., and A.R.S. § 34-603(H) in the case of construction or Architectural and Engineering services procured under A.R.S. Title 34, Chapter 6, all documents submitted in response to the solicitation resulting in award of this Agreement, including, but not limited to, pricing schedules, product specifications, work plans, and any supporting documents, are public records. As such, those documents are subject to release and/or review by the general public upon request, including competitors.

24.2. **Records Marked Confidential; Notice and Protective Order**. If Subrecipient reasonably believes that some of those records contain proprietary, trade-secret or otherwise-confidential information, Subrecipient must prominently mark those records "CONFIDENTIAL." In the event a public-records request is submitted to County for records marked CONFIDENTIAL, County will notify Subrecipient of the request as soon as reasonably possible. County will release the records 10 business days after the date of that notice, unless Subrecipient has, within that period, secured an appropriate order from a court of competent jurisdiction, enjoining the release of the records. County will not, under any circumstances, be responsible for securing such an order, nor will County be in any way financially responsible for any costs associated with securing such an order.

25. **Legal Arizona Workers Act Compliance**.

25.1. Compliance with Immigration Laws. Subrecipient hereby warrants that it will at all times during the term of this Agreement comply with all federal immigration laws applicable to its employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Subrecipient will further ensure that each subcontractor who performs any work for Subrecipient under this Agreement likewise complies with the State and Federal Immigration Laws.

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

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

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

> "Subcontractor hereby warrants that it will at all times during the term of this Agreement 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 Agreement subjecting Subcontractor to penalties up to and including suspension or termination of this Agreement."

26. **Israel Boycott Certification**. Pursuant to A.R.S. § 35-393.01, if Subrecipient engages in for-profit activity and has 10 or more employees, and if this Agreement has a value of $100,000.00 or more, Subrecipient certifies it is not currently engaged in, and agrees for the duration of this Agreement to not engage in, a boycott of goods or services from Israel. This certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842.

27. **Amendment**. The parties may modify, amend, alter or extend this Agreement 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 Agreement supersedes all prior or contemporaneous agreements and understandings, oral or written.

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

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

10/22/21
Date

APPROVED AS TO CONTENT

Department Representative

10/22/21
Date

SUBRECIPIENT

Authorized Officer Signature

John David Arnold PhD CEO
Printed Name and Title

10/20/21
Date

Exhibit A (2 pages)
Scope of Services

Subrecipient will work with the Pima County Health Department (PCHD) to conduct activities related to the Health and Human Services Office of Minority Health funded project, Advancing Health Literacy to Enhance Equitable Community Responses to COVID-19. Subrecipient will implement project plans for the Health Literacy project in partnership with PCHD, a human-centered design (HCD) agency and local community-based organizations and healthcare centers to generate new policies, practices, and systems-level changes that allow Hispanic/ Latinx women aged 20 to 45 ("priority clients") in Pima County to find, understand and use COVID-19 public health information. Strategies to meet project deliverables include contributions to the learning collaborative and community of practice work groups, recruitment of participants for focus groups and key informant interviews, and the promotion of Advancing Health Literacy project materials to Pima County residents and organizations through trusted community leaders, coalitions and groups.

Tasks

Subrecipient will:

1. Inform the development of the project's Action Plan and Disparity Impact Statement with Pima County staff as it pertains to Advancing Health Literacy activities for the 2021 – 2023 grant period. Due 30 days after Agreement is fully executed.

2. Participate and contribute to weekly Advancing Health Literacy learning collaborative meetings to develop, utilize and leverage tailored educational materials and resources to deliver COVID-19 health and vaccination information to priority clients.

3. Participate in and contribute to monthly community of practice calls with PCHD, healthcare professionals, community-based organizations, and the three other Health Literacy grant awardees in Arizona (Maricopa, Globe, and Yuma) to develop and leverage best practices and standards for the adoption of COVID-19 health and vaccination information among priority clients.

4. Leverage community relations including trusted community leaders, coalitions and groups to distribute materials, tools, trainings and resources created through the Health Literacy project process.

5. Collaborate with the Advancing Health Literacy learning collaborative to co-develop and promote a playbook that can be used by community-based organizations and coalitions to promote tailored COVID-19 vaccinations and messaging for priority clients.

6. Complete all action plan activities assigned to PPEP Inc. in the Advancing Health Literacy action plan for the 2021 – 2023 grant period.

7. Distribute, leverage, promote and participate in a train-the-trainer webinar series to integrate cultural humility, cultural dignity and culturally competent healthcare into the healthcare continuum.

8. Promote materials, tools and resources developed through the Advancing Health Literacy project on a quarterly basis through e-mail, PPEP's website, newsletters, social media, print, and other channels.

9. Meet with Pima County Health Literacy staff monthly by phone, videoconference or in person.

10. Recruit participants for focus groups and key informant interviews for the four human-centered design projects outlined in the Health Literacy Project action plan.

11. Co-develop a culturally meaningful multi-media marketing campaign with PCHD to optimize COVID-19 vaccination rates and outcomes for priority clients who are pre-partum, pregnant, or post-partum.

12. Submit Monthly Activity and Progress Reports for payment using the form provided by Pima County. Monthly reports must include the following information:
    - Summary of progress made on assigned action plan tasks
    - Updates regarding action plan deliverables and new partnerships
    - Any reporting information or numbers needed by the University of Arizona for Advancing Health Literacy project evaluation such as the number of known persons reached through social media channels.

Due Date(s)

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

Exhibit B (2 pages)
Compensation

1. Compensation

County will reimburse Subrecipient's expenses in accordance with the budget set forth below. Invoices submitted with monthly reports must contain adequate supporting documentation to verify the amount and nature of expenditures. Invoices will be paid on a net 30 basis in accordance with County policy. County reserves the right to audit Subrecipient's financial records as relates to the performance of duties under this Agreement.

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

Category	Budget	Notes
Salary & Wages	$ 148,928	Allocated time for staffing including .125 Project Manager; 1.0 FTE Project Coordinator; 0.75 FTE Rural Project Coordinator.
Fringe Benefits	$ 32,764	Allocated benefits for staff indicated above at 22%
Consultant Costs	$ -	None allowed
Equipment	$ -	None allowed
Supplies	$ 20,000	Office supplies $4,200, furniture $3,000, electronic devices (such as WiFi hotspots) $1,785, cell phones $1,772, laptops $3,000, printing $2,500 and others $3,743.
Travel	$ 8,645	Local mileage for staff travel to meetings and project sites. Calculated at .445/mi. Estimated 19,427 miles over the life of the project.
Other	$ 57,703	Professional development ($2,000), stipends ($1,628), media and advertising ($15,000), speaker fees ($1,000), communication/website development and promotion ($3,500), printing ($4,000), promotional supplies ($5,000), office space ($22,575), reasonable food and beverage costs ($2,500) and others ($500).
Subcontractor Costs	$ -	None allowed
Total Direct Costs	$ 268,040	
Indirect Costs	$ 31,960	Salary + Fringe = $181,692 x .1759 = 31,960
Total Agreement Budget	**$ 300,000**	

3. Variance or Reprogramming

Budget variance in a category of up to 25% of the total budgeted amount is allowed while remaining within the total agreement budget. Variance of greater than 25% will require County approval of reprogramming and will be approved at the sole discretion of County.

EXHIBIT C (1 page)

PIMA COUNTY INVOICE REQUEST
SAMPLE

Invoice For The Month Of _____, 2021

PLEASE SEND INOVICE TO THE ATTENTION OF:	AGENCY INVOICE INFORMATION:

FEDERAL FUNDING INFORMATION _____

INV DATE _____

PROGRAM NAME _____

INVOICE # _____ CFDA # 21.019

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

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

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

REQUIRED SUBRECIPIENT SIGNATURES:

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

Agency Authorized Approver Signature - please print & s _____ Contact Phone Num/Ext _____

~~~~FOR PIMA COUNTY USE ONLY~~~~

_____ Date bill rcv'd/Initials _____ Date rtnd for corrections/Initials _____ Date rvwd & submitted for payment/Initials
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