



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):**

Arizona Board of Regents, The University of Arizona, Sponsored Projects & Contracting Services

***Project Title/Description:**

Applied Academic Public Health Partnership.

***Purpose:**

The Pima County Health Department (PCHD) will build on their existing Academic Health Department relationship with the University of Arizona to create a postdoctoral position embedded within the health department. This doctoral level data scientist will be embedded within PCHD but benefit from supervision from faculty in the Epidemiology program who have worked in applied public health research and prevention projects (both pre-COVID and during the COVID-19 response). Faculty will provide mentorship and guidance to the post-doctoral fellow and graduate students working with the PCHD.

***Procurement Method:**

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

***Program Goals/Predicted Outcomes:**

The rapid rate of change in the science of COVID-19 transmission, vaccines, testing strategies, infection prevention, short and long-term sequelae, and consequences associated with mitigation warrants consistent review of the literature, data monitoring and assessment. Merging various PCHD data sources, such as testing, vaccine, and case investigation databases can help assist PCHD in evidence based decision making. Faculty, postdocs and students from the University of Arizona's Department of Epidemiology and Biostatistics can identify points of efficiency in merging data streams and formulate statistical analysis plans to answer applied public health questions on behalf of PCHD. In addition, rapid reviews of the literature will inform best practices to implement programs to address gaps identified.

***Public Benefit:**

COVID-19 has disproportionately affected populations placed at higher risk and who are medically underserved, including racial and ethnic minority groups, and people living in rural communities who are at higher risk of exposure, infection, hospitalization, and mortality. Additionally, racial and ethnic minority groups and people living in rural communities have disproportionate rates of chronic diseases that increase the severity of COVID-19 infection and might experience barriers to accessing testing, treatment, or vaccination. This grant funded subrecipient agreement allows the PCHD to expand their relationship with the University of Arizona to reinforce their outreach to disadvantaged populations during this pandemic by improving their capacity for research and data analysis.

***Metrics Available to Measure Performance:**

- A public health scientist from the U of A will be embedded within PCHD.
- Establishment of an academic-applied public health working group.
- Establish standard operating procedures for data pulls and analyses that involve combining data across PCHD databases to assist health officials with decision making.
- Rapid literature reviews to inform best practices and policies.
- Efficiencies identified in report generation across databases.

***Retroactive:**

No.

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TO: COB 10-28-21 (1)
Vers: 1
Pgs: 15

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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): 22-059
Commencement Date: 11/02/2021 Termination Date: 05/31/2023 Prior Contract Number (Synergen/CMS): N/A
☒ Expense Amount \$ 108,064.00 * ☐ Revenue Amount: \$ _____

*Funding Source(s) required: Grant from the U.S. Dept. of Health and Human Services, CDC

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

Department Director Signature: _____ Date: 10/20/21

Deputy County Administrator Signature: _____ Date: 27 October 2021

County Administrator Signature: _____ Date: 10/27/2021

Pima County Department of Health

Project: Applied Academic Public Health Partnership

Subrecipient: Arizona Board of Regents, The University of Arizona
Sponsored Projects & Contracting Services
PO Box 210158, Room 510
Tucson, AZ 85721-0158

Subrecipient DUNS number: 806345617

Amount of federal funds obligated: \$108,064.00

Contract No.: CT-HD-22-059-00

Funding: National Initiative to Address COVID-19 Health Disparities Among Populations at High Risk and Underserved, Including Racial and Ethnic Minority Populations and Rural Communities

Funding agency: U.S. Department of Health and Human Services, Centers for Disease Control and Prevention, passed through Pima County Health Department

Federal Award Identification Number: NH75OT000063

Federal Award Date: 05/28/2021

Period of Performance: 06/01/2021 – 5/31/2023

Assistance listing number and title: 93.391, Activities to Support State, Tribal, Local and Territorial Health Department Response to Public Health or Healthcare Crises

Research and Development? No

Indirect cost rate and methodology: 47%, modified total direct costs.

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 the Arizona Board of Regents on behalf of The University of Arizona ("Subrecipient").
- 1.2. Authority. Centers for Disease Control released funding opportunity notice CDC-RFA-OT21-2103 on May 3, 2021, for state and local health departments. County partnered with Subrecipient in developing its response to this funding opportunity.
- 1.3. Background. County received a grant from the Centers for Disease Control called *Pima County Initiative to Address COVID-19 Health Disparities*. The University of Arizona was proposed as one of the grant subrecipients in the amount of \$108,064 for the initial 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 May 31, 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 implement the scope described in the attached Exhibit A (2 pages).

4. **Key Personnel.** Subrecipient will employ suitably trained and skilled professional personnel to perform all activities under this Contract. Personnel will be employees of the Subrecipient covered by personnel policies and practices of Subrecipient. Prior to changing any key personnel, especially those key personnel County relied upon in making this Contract, Subrecipient will obtain the approval of County. The key personnel include the following individuals: Katherine Ellingson, PhD, Kacey Ernst, PhD, and Kristen Pogreba Brown, PhD.

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 Contractor for the purpose of securing business.

6. **Monitoring and Evaluation.**

6.1. 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 Centers for Disease Control.

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

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

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

6.2. Subrecipient must cooperate in the County's monitoring and evaluation process and any monitoring or oversight by U.S. Department of Health and Human Services/Centers for Disease Control.

- 6.3. Subrecipient must assist County in providing reports and documentation related to Subrecipient's performance and, where applicable, the impact of the CRF-funded activities on the community.
- 6.4. If County finds that Subrecipient's performance is inconsistent with the CRF and the Uniform Guidance (45 C.F.R. §§ 75.303, 75.351-353 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. **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, mutually agreed upon times, during the term of this Agreement and for five (5) years after its completion, have the right of access to Subrecipient's 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. **Compensation and Payment.**
- 8.1. Budget Adjustment. County will reimburse Subrecipient according to the budget in **Exhibit B** (1 page). 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.
- 8.2. Maximum Payment Amount. County's total payments to Subrecipient under this Contract, including any sales taxes, may not exceed \$108,064.00 (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 Contract to exceed the NTE Amount; if Subrecipient does so, it is at the Subrecipient's own risk.
- 8.3. 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 Contract. Subrecipient will show sales taxes as a separate line item on invoices.
- 8.4. 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.
- 8.5. 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:
- 8.5.1. Have a unique invoice number.

- 8.5.2. Reference this Agreement number.
- 8.5.3. Be approved and signed by the person(s) that prepared the request and an authorized manager, supervisor or executive of the Subrecipient to ensure proper internal financial controls.
- 8.5.4. Be for costs as identified in **Exhibit B** of this Agreement.
- 8.5.5. Be accompanied by documentation which must include, but is not limited to:
 - 8.5.5.1. A summary report of monthly expenditures by expense categories as shown in the approved budget in **Exhibit B** of this Agreement.
 - 8.5.5.2. Detailed travel reports to support all travel expenses, if reimbursement is authorized for travel,
 - 8.5.5.3. 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** (1 page) upon execution of this Agreement.
- 8.6. County may, at its sole discretion:
 - 8.6.1. Determine the acceptability and progress of work performed and determine the resulting entitlement to payment of each request for reimbursement.
 - 8.6.2. Deny payment for any request for reimbursement received after July 15, 2023.
- 8.7. Request for final payment for compensation earned and/or eligible costs incurred must be submitted to the County no later than July 15, 2023. The request must meet the requirements set forth in paragraph 8.4 above and include a report summarizing Subrecipient's performance during the term of the Agreement.
- 8.8. No payments will be made to Subrecipient, until all of the following conditions are met:
 - 8.8.1. Subrecipient has completed and submitted a W-9 Taxpayer Identification Number form;
 - 8.8.2. 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>
 - 8.8.3. Adequate and accurate documentation is provided with each request for payment or invoice; and
 - 8.8.4. This Agreement is fully executed.
- 8.9. 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.

- 8.10. Goods and services provided in excess of the budgeted line item or the maximum allocated amount without prior authorization as set forth in paragraphs 4.15 and 4.16 above will be at Subrecipient's own risk.
- 8.11. 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.
- 8.12. In the event of an audit, County may request and Subrecipient shall, to the extent possible, provide (1) copies of paid invoices and receipts or cancelled checks (front and back) to support all purchases of goods or services; (2) records of electronic timesheet approvals, which include documentation of the percent effort (of total effort) spent on the program, including rate of pay and cost of employer-paid benefits, on a transaction sample basis, and (3) other documentation as requested by County to fulfill audit obligations.
9. **Insurance.** Subrecipient participates in the State of Arizona's self-insurance programs, administered by the Arizona Department of Administration, Risk Management Division, which provides coverage against loss for its employees, officers and agents under the provisions of A.R.S. §§ 41-621 et seq. The scope of this statutory self-insurance program includes liability coverage that also covers volunteers, student interns, externs, residents and fellows. The enabling statute does not specify dollar limits of coverage, or an expiration date.
10. **Indemnification.** To the fullest extent permitted by law, 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.
11. **Laws and Regulations.**
- 11.1. Compliance with Laws. The parties will comply with all federal, state, and local laws, rules, regulations, standards and Executive Orders.
- 11.2. Licensing. Subrecipient warrants that it is appropriately licensed to provide the services under this Contract and that its subcontractors will be appropriately licensed.
- 11.3. 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.
- 11.4. Compliance with grant regulations. Federal financial assistance is used to fund this contract. Subrecipient will comply with the applicable requirements of 45 CFR part 75.

- 11.5. Debarment/suspension. County 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.

Subrecipient certifies that to the best of its knowledge and belief, it has not been debarred or suspended from receiving federal contracts and will promptly notify County in writing if this changes. This certification is a material representation of fact relied upon by County. 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 County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the subrecipient is required to verify that none of the subrecipient's 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).

(2) 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.

- 11.6. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). 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.

- 11.7. Required Disclosures for Federal Awardee Performance and Integrity Information System (FAPIS): Consistent with 45 CFR 75.113, applicants and recipients must disclose in a timely manner, in writing to the CDC, 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, consistent with 45 CFR 75.113, 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 CDC and to the HHS OIG at the following addresses:

CDC, Office of Grants Services
Attn: Dedrick Muhammad, Grants Management Specialist
Centers for Disease Control and Prevention, Global Health Services Branch
2939 Flowers Road, Atlanta, GA 30341
Email: qtm2@cdc.gov (Include "Mandatory Grant Disclosures" in subject line)

AND

U.S. Department of Health and Human Services Office of the Inspector General
ATTN: Mandatory Grant Disclosures, Intake Coordinator 330 Independence Avenue,
SW, Cohen Building, Room 5527 Washington, DC 20201
Fax: (202)-205-0604 (Include "Mandatory Grant Disclosures" in subject line) or Email:
MandatoryGranteeDisclosures@oig.hhs.gov

Recipients must include this mandatory disclosure requirement in all subawards and contracts under this award. Failure to make required disclosures can result in any of the remedies described in 45 CFR 75.371.

- 11.8. **Copyright Interests and Inventions.** Subrecipient will comply with CDC's Public Access Policy, if applicable, for submission into public access repositories any work developed under this award and accepted for publication. To the extent necessary for County to comply with the Federal Award identified above, Subrecipient will provide County and Federal governments a nonexclusive, nontransferable, irrevocable, paid-up license to any inventions developed in the performance of the Exhibit A Scope of Services set out in this sub-award.
12. **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.
13. **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.
14. **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.
15. **Non-Discrimination.** The parties will comply with all provisions and requirements of Arizona Executive Order 2009-09, which is hereby incorporated into this Agreement, including flow-down of all provisions and requirements to any subcontractors. During the performance of this Agreement, 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.
16. **Americans with Disabilities Act.** 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).
17. **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.

18. **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.
19. **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.
20. **Termination by County.**
 - 20.1. Without Cause. Either Party may terminate this Agreement at any time without cause by notifying the other Party, 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.
 - 20.2. With Cause. Either Party may terminate this Agreement at any time without advance notice and without further obligation to the other Party when either Party finds the other Party to be in default of any provision of this Agreement.
 - 20.3. Non-Appropriation. Notwithstanding any other provision in this Agreement, either Party may terminate this Agreement if for any reason there are not sufficient appropriated and available monies for the purpose of maintaining County, Subrecipient, 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.
21. **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: Theresa Cullen, MD, Director Pima County Health Department 3950 S. Country Club Rd., Suite 100 Tucson, AZ 85714	Subrecipient: Lauren Zajac, Associate Vice President Research Administration Sponsored Projects & Contracting Services University of Arizona PO Box 210158, Rm 510 Tucson, AZ 85721-0158
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22. **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.
23. **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.

24. **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.

25. **Audit Requirements**

25.1. Subrecipient will:

- 25.1.1. Comply with the applicable provisions of the Audit Requirements for Federal Awards in 45 C.F.R 75, Subpart F.
- 25.1.2. 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.
- 25.1.3. 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.
- 25.1.4. Ensure that all accounting records meet the requirements of the Federal, State, County, and generally accepted accounting principles laws and regulations.
- 25.1.5. 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.
- 25.1.6. 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 25, unless a different time is specified by County. The audit submitted must include Subrecipient responses, if any, concerning any audit findings.
- 25.1.7. Pay all costs for any audit required or requested pursuant to this Section 25.

25.2. Subrecipient status:

- 25.2.1. 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."
- 25.2.2. 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.

25.3. 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

26. Public Records.

26.1. **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.

26.2. **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, the disclosing Party must prominently mark those records "CONFIDENTIAL." In the event a public-records request is submitted to the receiving Party for records marked CONFIDENTIAL, the receiving Party will notify the disclosing Party of the request as soon as reasonably possible. The receiving Party will release the records 10 business days after the date of that notice, unless the disclosing Party has, within that period, secured an appropriate order from a court of competent jurisdiction, enjoining the release of the records. The receiving Party will not, under any circumstances, be responsible for securing such an order, nor will the receiving Party be in any way financially responsible for any costs associated with securing such an order.

27. Legal Arizona Workers Act Compliance.

27.1. **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.

27.2. **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.

27.3. **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.

27.4. **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 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."

28. **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.
29. **Amendment.** The parties may modify, amend, alter or extend this Agreement only by a written amendment signed by the parties.
30. **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.
31. **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).

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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

10/19/21

Date

APPROVED AS TO CONTENT



Department Representative

10/20/21

Date

SUBRECIPIENT

Johnson, Elisha - Digitally signed by Johnson,
(elishajohnson) Elisha - (elishajohnson)
Date: 2021.10.18 07:52:05
-07'00'

Authorized Officer Signature

Elisha Johnson, JD
Director, Clinical Trials and Contracting

Printed Name and Title

10/18/2021

Date

Exhibit A (2 pages)

Scope of Services

Background:

Coronavirus disease 2019 (COVID-19) has disproportionately affected populations placed at higher risk and who are medically underserved, including racial and ethnic minority groups, and people living in rural communities who are at higher risk of exposure, infection, hospitalization, and mortality. Additionally, racial and ethnic minority groups and people living in rural communities have disproportionate rates of chronic diseases that increase the severity of COVID-19 infection and might experience barriers to accessing testing, treatment, or vaccination against the severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2), which causes COVID-19. In response to the issues noted above, the Centers for Disease Control and Prevention (CDC) released a funding opportunity to strengthen the public health infrastructure, preparedness and response capabilities to address COVID-19 related health disparities and advance health equity underserved and disproportionately affected populations through testing, contact tracing and other mitigation strategies.

The Pima County Health Department (PCHD), in collaboration with several partners, including the University of Arizona, submitted an application and was awarded funding to develop and implement activities focused on the four overarching strategies prescribed by the CDC and summarized here:

1. Expand existing and/or develop new mitigation and prevention resources and services
2. Increase/Improve data collection and reporting for target populations;
3. Build, leverage and expand infrastructure support for COVID-19 prevention and control among populations that are at higher risk and underserved; and
4. Mobilize partners and collaborators to advance health equity and address social determinants of health as they relate to COVID-19 health disparities among populations at higher risk and those that are underserved.

The intended outcomes for this grant are:

1. Reduced COVID-19-related health disparities.
2. Improved and increased testing and contact tracing among populations at higher risk and those that are underserved, including racial and ethnic minority groups and people living in rural communities.
3. Improved local health department capacity and services to prevent and control COVID-19 infection (or transmission) among populations at higher risk and those that are underserved, including racial and ethnic minority groups and people living in rural communities.

Role of the University of Arizona Partnership in Grant:

The rapid rate of change in the science of COVID-19 transmission, vaccines, testing strategies, infection prevention, short and long-term sequelae, and consequences associated with mitigation warrants consistent review of the literature, data monitoring and assessment.

Merging various PCHD data sources, such as testing, vaccine, and case investigation databases can help assist PCHD in evidence based decision making. Faculty, postdocs and students from the University of Arizona's Department of Epidemiology and Biostatistics can identify points of efficiency in merging data streams and formulate statistical analyses plans to answer applied public health questions on behalf of PCHD. In addition, rapid reviews of the literature will inform best practices to implement programs to address gaps identified.

PCHD will build on their existing Academic Health Department relationship with the University of Arizona to create a postdoctoral position embedded within the health department. This doctoral-level data scientist will be embedded within PCHD but benefit from supervision from faculty in the Epidemiology program who have worked in applied public health research and prevention projects (both pre-COVID and during the COVID-19 response). Faculty will provide mentorship and guidance to the post-doctoral fellow and graduate students working with the PCHD.

Outputs and Deliverables:

1. Embed a public health scientist as a fellow and liaison within the Pima County Health Department by October 31, 2021.
2. Establish working academic-applied public health working group.
3. Standard Operating Procedures (SOPs) for data pulls and analyses that involve combining data across PCHD databases to assist health officials with decision making.
4. Rapid literature reviews to inform best practices and policies.
5. Efficiencies identified in report generation across databases.
6. Analyses as identified and prioritized by academic - applied partnership working group.

Timeline:

1. Negotiate a contract with the University of Arizona to build capacity for an academic-applied public health partnership **(August 01, 2021 - November 2, 2021)**
2. Develop academic-applied public health working group between College of Public Health faculty and Pima County Health Department staff **(November 2, 2021- ongoing)**
3. Convene working group meeting to identify key priorities for literature review and analysis **(approx. December 2, 2021)**
4. Implement work-plan as identified **(December 2, 2021- ongoing)**

Exhibit B (1 page)
Budget

County will reimburse subrecipient's expenses for the services described in **Exhibit A**.

The total agreed upon and budgeted amount for Contractor's work is \$108,064 for the entire award period. The following budget has been agreed upon by the Parties:

Line Item	Year 1	Year 2	Total
Salaries, 3 staff at .093 FTE each	\$28,058	\$28,058	\$56,116
Fringe benefits @31%	\$8,698	\$8,698	\$17,396
Total Direct Costs (less Sub-award Indirect Costs)/Modified Total Direct Cost Base	\$ 36,756	\$ 36,756	\$ 73,512
Facilities & Administrative (F&A) Costs (47% of Modified Total Direct Cost Base)	\$ 17,275	\$ 17,275	\$ 34,550
Total Sub-award (TDC + F&A)	\$ 54,031	\$ 54,031	\$ 108,062

Invoices shall be submitted to the County no later than the 30th of the month following the end of the month being invoiced for. County will pay invoices no later than 30 days from receipt of invoice and monthly report.

Subrecipient may not use funds for the following:

- Research;
- Clinical care except as allowed by law;
- Furniture or equipment;
- Reimbursement of pre-award costs;
- Publicity or propaganda purposes, for the preparation, distribution, or use of any material designed to support or defeat the enactment of legislation before any legislative body; or
- Salary or expenses related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before any legislative body.