

# CITY COUNCIL REPORT



Meeting Date: **August 21, 2023**  
General Plan Element: ***Public Services & Facilities***  
General Plan Goal: ***Partner with other jurisdictions and agencies***

## **ACTION**

### **Adopt Resolution No. 12893, authorizing:**

1. Intergovernmental agreement No. 2023-124-COS with Maricopa County through the Department of Public Health for the provisions of up to \$125,000 for Social Engagement Services, education, and outreach to seniors and disabled adults.
2. A budget transfer up to \$125,000 from the adopted Fiscal Year 2023/24 Future Grants Budget and/or Grant Contingency Budget to a newly created cost center to record the related grant activity.

## **BACKGROUND**

The City of Scottsdale, Human Services, through its senior centers provides social and recreational services to seniors and adults with disabilities. It does so from Granite Reef Senior Center in and Via Linda Senior Center. In past years both centers had included a high level of interactive activities such as support groups, leisure education classes, social services outreach, high level case management, lunch programs, fairs, talent shows and a robust external socialization schedule.

During the COVID pandemic, the senior and disabled populations were the hardest hit segment of Maricopa County residents along with tribal nations and rural communities. The City of Scottsdale, in partnership with many health and human services agencies, developed strategies to combat the vulnerability of its residents, mainly its seniors, vulnerable children, immunocompromised patients to include those with disabilities. During the pandemic, Human Services staff, city employees and community partners assisted with special food deliveries, food assistance programs, arranging transportation to and from vaccination centers as well as eventually hosting some 2-day vaccination events at Granite Reef Center for homebound seniors over the age of 70 who were mostly socially isolated and fearing the worst consequences due to lack of transportation, and/or self or medically imposed physical inactivity. As solutions were generated to address needs during and after the pandemic, partnerships surfaced between many city entities and departments. Local health and non-profit partners such as HonorHealth, NOAH clinic and Maricopa County Department of Public Health where communication has continued to this day and the basis this agreement.

## ANALYSIS & ASSESSMENT

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**Recent Staff Action:** Up to this point, Senior Services staff at Granite Reef and Via Linda Senior Centers have been unable to initiate additional activities to address Post COVID preparedness and issues or activities relating to deal with the social isolation of many homebound senior or adults with disabilities in Scottsdale. By partnering with Maricopa County Department of Public Health and its experiences staff and resources, the City of Scottsdale through Senior Services, further enhances its engagement with Scottsdale residents and the existing services of case management, senior activities, and classes as well as better use of public services and facilities. Senior Services serves as an integral interdepartmental resource to Scottsdale Fire Department, Scottsdale Police, Transportation Department and Human Services Department plus its many community health partners.

## RESOURCE IMPACTS

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**Available Funding:** Funds for City of Scottsdale's operational needs, including staff, are currently included in the FY2023/24 operating budget at the Granite Reef and Via Linda Senior Centers. The additional appropriation requested in this action will be funded by the agreement with Maricopa County, and will be utilized in post pandemic preparedness kits, social isolation information, outreach, and transportation. Health education components will be provided by Maricopa County Public Health at no additional cost.

**Staffing, Workload Impact:** City of Scottsdale staffing will continue at the current level with no additional city staff required for the administration of this agreement. The contract brings additional funding resources, post COVID education resources, and socialization activities designed to address isolation to Scottsdale residents who are seniors or adults with disabilities. Post COVID education will be provided by Maricopa County Department of Public Health professional staff. Socialization activities, preparedness kits, planning and transportation will be provided by experienced city staff and city approved contracted entities.

## OPTIONS & STAFF RECOMMENDATION

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### **Recommended Approach:**

Adopt Resolution No. 12893 authorizing:

1. Intergovernmental agreement No. 2023-124-COS with Maricopa County through the Department of Public Health for the provisions of up to \$125,000 for Social Engagement Services, education, and outreach to seniors and disabled adults.
2. A budget transfer up to \$125,000 from the adopted Fiscal Year 2023/24 Future Grants Budget and/or Grant Contingency Budget to a newly created cost center to record the related grant activity.

**Option B**

Do not adopt Resolution No. 12893, which will result in seniors and disabled adults not having access to Post Covid Social Engagement Services, education and outreach.

**RESPONSIBLE DEPARTMENT(S)**

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Community Services division, Human Services department

**STAFF CONTACT(S)**

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Judy Doyle, Community Services Assistant Director, 480-312-2691, [jdoyle@scottsdaleaz.gov](mailto:jdoyle@scottsdaleaz.gov)

Greg Bestgen, Human Services Director, (480) 312-0104, [gbestgen@scottsdaleaz.gov](mailto:gbestgen@scottsdaleaz.gov)

Eugenio Munoz-Villafane, Human Services Manager, (480) 312-1733 [emunozvi@scottsdaleaz.gov](mailto:emunozvi@scottsdaleaz.gov)

**APPROVED BY**

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\_\_\_\_\_  
Ana Lia Johnson, Acting Budget Director  
(480) 312-7893, [anjohanson@scottsdaleaz.gov](mailto:anjohanson@scottsdaleaz.gov)

8/7/23  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
William B Murphy, Assistant City Manager  
(480) 312-7954, [bmurphv@scottsdaleaz.gov](mailto:bmurphv@scottsdaleaz.gov)

8/7/23  
\_\_\_\_\_  
Date

**ATTACHMENTS**

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1. Resolution 12893
2. Contract # 2023-124-COS

RESOLUTION NO. 12893

A RESOLUTION OF THE COUNCIL OF THE CITY OF SCOTTSDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING CONTRACT NO. 2023-124-COS, AN INTERGOVERNMENTAL AGREEMENT WITH MARICOPA COUNTY THROUGH THE DEPARTMENT OF PUBLIC HEALTH TO PROVIDE SERVICES AND EDUCATION RELATED TO SOCIAL ISOLATION EXPERIENCED BY SENIORS AND DISABLED ADULTS DURING THE COVID PANDEMIC AND AUTHORIZING A BUDGET TRANSFER.

WHEREAS, Arizona Revised Statutes Sections 11-951, *et seq.* provide that public agencies may enter into intergovernmental agreements for the provision of services or joint or cooperative action;

WHEREAS, Article 1, Section 3-1 of the Scottsdale City Charter authorizes the City to enter into intergovernmental agreements with various public agencies including the Arizona Board of Regents.

WHEREAS, under the IGA Maricopa County through the Department of Public Health will provide \$125,000 in funding to the City for the provisions of Social Engagement Services, education and outreach to seniors and disabled adults.

WHEREAS, the term of the IGA is July 1, 2023 to May 31, 2024.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Scottsdale, Maricopa County, Arizona, as follows:

Section 1. The City Council hereby authorizes, approves and directs the Mayor to execute, on behalf of the City, Contract No. 2023-124-COS, an intergovernmental agreement between the City and the Maricopa County through the Department of Public Health.

Section 2. The City Council hereby authorizes the City Manager or designee to execute such other documents including individual project agreements or take such other actions necessary to carry out the intent of this Resolution and Contract.

Section 3. The City Council hereby authorizes a budget transfer up to \$125,000 from the adopted Fiscal Year 2023/24 Future Grants Budget and/or Grant Contingency Budget to a newly created cost center to record the related grant activity.

PASSED AND ADOPTED by the Council of the City of Scottsdale, Maricopa County,  
Arizona this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

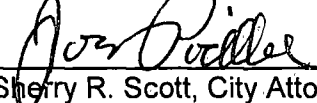
CITY OF SCOTTSDALE, an Arizona  
municipal corporation

ATTEST:

\_\_\_\_\_  
Ben Lane, City Clerk

\_\_\_\_\_  
David D. Ortega, Mayor

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Sherry R. Scott, City Attorney  
By Joe Padilla, Deputy City Attorney

Contract No. 2023-124-COS  
Resolution No. 12893

**INTERGOVERNMENTAL AGREEMENT**  
**MARICOPA COUNTY**  
by and through the  
**DEPARTMENT OF PUBLIC HEALTH**  
**4041 N. Central Avenue, #1400, Phoenix, Arizona 85012**

1. **Agreement No:** C-86-24-008-X-00

2. **Agreement Type:** Fixed Price

3. **Agreement Amount:** \$125,000

4. **Purpose:** Post COVID Education & Social Isolation

5. **Start Date:** July 1, 2023,

6. **Expiration Date:** May 31, 2024

This Intergovernmental Agreement ("Agreement") is entered into by and between City of Scottsdale (referred to as "Contractor"), and Maricopa County, by and through its Department of Public Health (MCDPH) (referred to as "County"). Contractor and the County are collectively referred to as the "Parties" and individually as "Party." Contractor, in consideration of the covenants and conditions set forth, shall provide, and perform the services as set forth below. All rights and obligations of the Parties shall be governed by the terms of this Agreement, its exhibits, attachments, and appendices, including any subcontracts or amendments as set forth herein and in:

Section I	-	General Provisions	Section III	-	Work Statement
Section II	-	Special Provisions	Section IV	-	Compensation

This Agreement contains all the terms and conditions agreed to by the Parties. No other understanding, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind the Parties. Nothing in this Agreement shall be construed as consent to any lawsuit or waiver of any defense in a lawsuit brought against the County or the Contractor in any state or federal court.

Legal Notice under this Agreement shall be given by personal delivery or by registered or certified mail, postage prepaid, return receipt requested, to the addresses set forth below and shall be effective upon receipt by the Party to whom addressed unless otherwise indicated in the notice.

Notice to Contractor: Eugenio Munoz Villafane/ Human Services Manager Phone (480) 312-1733 or (480) 312-1700  
Address: 1700 N Granite Reef Road, Scottsdale AZ 85257

Notice to Department: MCDPH Grants/Contract Unit Phone: (602) 372-0674  
Address: 4041 North Central Avenue, Suite #1400, Phoenix, Arizona 85012

IN WITNESS WHEREOF, the parties enter into this Agreement:

CITY OF SCOTTSDALE SENIOR SERVICES

Signature

David D. Ortega

Name

Mayor

Title

/ / 2023

Date

MARICOPA COUNTY BOARD OF SUPERVISORS

Signature

Clint Hickman

Name

Chairman, Board of Supervisors

Title

Aug 1, 2023

Date

ATTEST:

By:

Ben Lane, City Clerk

ATTEST:

Signature

Juanita Garza

Office of the Clerk of the Board

Date

Aug 1, 2023

Pursuant to A.R.S. § 11-952, the undersigned attorney has determined that this Intergovernmental Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

Signature

Joe Padilla, Deputy City Attorney

Date

8-4-23

Pursuant to A.R.S. § 11-952, the Attorney for the Board of Supervisors has determined that this Intergovernmental Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

Signature

Max G. Carpinelli

Deputy County Attorney

Date

Jul 27, 2023

**1. EFFECT**

To the extent the Special Provisions conflict with the General Provisions, the Special Provisions shall control. To the extent the Work Statement and the Special or General Provisions conflict, the Work Statement(s) shall control.

**2. DEFINITIONS**

As used throughout this Agreement, the following terms shall have the following meanings:

- A. **Agreement** means this document and all attachments and amendments hereto.
- B. **Contractor** means the person, firm or organization listed on the Cover Page of this Agreement.
- C. **County** means Maricopa County, Arizona.
- D. **Department** means the Maricopa County Department of Public Health.
- E. **Funding Source** means any federal, state, or private agency funding source, which may impose conditions on the funding that will be passed on to the Contractor.
- F. **Contractor Staff, Employee or Faculty** means a person or persons employed by, contracted with, or retained by the Contractor for the purpose of providing the services and responsibilities contained in this Contract.
- G. **Seniors** means any adult who is age 65 years or older.
- H. **Disabled Adult** means a person 18 years of age or older who suffers from a condition of physical or mental incapacitation due to a developmental disability, organic brain damage, or mental illness, or who has one or more physical or mental limitations that restrict the person's ability to perform the normal activities of daily living.

**3. GENERAL REQUIREMENTS**

- A. The terms of this Agreement shall be governed by Arizona law. Any lawsuit arising out of this Agreement shall be brought in the appropriate court in Maricopa County.
- B. The Contractor shall, without limitation, obtain and maintain all licenses, permits, and authority necessary to do business, render services, and perform work under this Agreement.
- C. The Contractor is an independent contractor in the performance of work and the provision of services under this Agreement and is not to be considered an officer, employee, or agent of the County.

**4. AMENDMENTS**

All amendments to this Agreement must be in writing and signed by authorized persons for both Parties. All amendments shall clearly state the effective date of the action.

**5. ASSIGNMENT AND SUBCONTRACTING**

No rights, liability, obligations, or duties under this Agreement may be assigned, delegated, or subcontracted without the prior written approval of the County and Contractor.

**6. RECORDS, AUDITS, AND DISALLOWANCES**

- A. This provision applies to all financial and programmatic records, supporting documents, statistical records, and other records of the County and Contractor that relate to this Agreement.
- B. The County and Contractor shall retain all financial books, records, and other documents related to this Agreement for 5 years after final payment or until after the resolution of any audit questions, which could be more than 5 years, whichever is longer. County, federal, or state auditors, and any other persons duly authorized by the County, shall have full access to and the right to examine, copy and make use of all such financial books, records, and other documents.
- C. If the Contractor's books, records, and other documents related to this Agreement are not sufficient to support and document that allowable services were provided to eligible clients, the Contractor shall reimburse the County for the services not adequately supported and documented.
- D. The Contractor shall, upon written demand, reimburse the County for any payments made under this Agreement that are disallowed, by a federal, state or County audit in the amount of the disallowance, as well as court costs and attorney fees the County incurs to pursue legal action relating to a disallowance.
- E. If the County determines that a cost for which payment has been made is a disallowed cost, the County shall notify the Contractor in writing of the disallowance and the required course of action, which shall be at the option of the County either to adjust any future claim submitted by the Contractor by the amount of the disallowance or to require immediate repayment of the disallowed amount by the Contractor.
- C. The County shall, upon review and agreement of the Parties, remit to the Contractor any payments determined to have been insufficiently paid, in the amount of the payment shortfall, as well as court costs and attorney fees the Contractor incurs to pursue legal action relating to such short payment.

**7. AVAILABILITY OF FUNDS**

- A. The provisions of this Agreement relating to the payment for services shall become effective when funds assigned for the purpose of compensating the Contractor, as provided herein, are available to the County for disbursement. The Department shall be the sole authority in determining the availability of funds under this Agreement and the County shall keep the Contractor fully informed as to the availability of funds. The County shall refer no clients to Contractor for periods of time for which funding is not available unless at the discretion of both parties, an alternate source of funds is made available to continue the medical service.



- B. If any action is taken by any state agency, federal department, or any other agency or instrumentality to suspend, decrease, or terminate its fiscal obligations under or in connection with this Agreement, the County may amend, suspend, decrease, or terminate its obligations under or in connection with this Agreement. If this Agreement is terminated, the County shall be liable for payment only for services rendered prior to the effective date of the termination, provided that such services are performed in accordance with the provisions of this Agreement. The County shall give written notice of the effective date of any suspension, amendment, or termination under this section at least 10 days in advance.

**8. CONTINGENCY RELATING TO OTHER CONTRACTS AND GRANTS**

- A. The Contractor shall, during the term of this Agreement, immediately inform the County in writing of the award of any other contract or grant that may affect either the direct or indirect costs being paid or reimbursed under this Agreement. Failure by the Contractor to notify the County of such award shall be considered a material breach of this Agreement and the County may immediately terminate this Agreement without liability.
- B. Upon request, the Contractor shall provide within 10 working days, a copy of such other contract or grant, when, in the opinion of the Department, the award of the contract or grant may affect the costs being paid or reimbursed under this Agreement.
- C. If the County determines that the award to the Contractor of such other contract or grant has affected the costs being paid or reimbursed under this Agreement, the County shall prepare an amendment to this Agreement effecting a cost adjustment. If the Contractor disputes the proposed cost adjustment, the dispute shall be resolved pursuant to the Disputes clause.

**9. DEFAULT**

The County may suspend, modify, or terminate this Agreement immediately by giving written notice to the Contractor for: 1) material breach of any contractual obligation, 2) non-performance of any stated objectives, or 3) upon any event that would jeopardize the ability of the Contractor to perform its contractual obligations. Unless expressly stated otherwise in this Agreement, such determination will not be made until such time as the Disputes process has been exhausted.

**10. TERMINATION**

- A. Either Party may terminate this Agreement at any time with 30 days prior written notice made by personal delivery or by registered or certified mail, postage prepaid, return receipt requested.
- B. This Agreement may be terminated by mutual written agreement of the Parties specifying the termination date.
- C. The County may terminate this Agreement upon 24 hours' notice when the County deems the health or welfare of a patient is endangered or the Contractor's non-compliance jeopardizes funding source financial participation.

- D. Either Party has the right to terminate this Agreement for cause upon 14 days written notice and if more than one activity is funded by this Agreement the County may terminate any part of the Work Statement obligations without impairing the remaining obligations, for any of the following reasons:
- (1) Breach of this Contract which is not corrected within 14 days after written notice by registered mail, return receipt requested.
  - (2) Inability to discharge the duties and responsibility under this Contract for a continual period of 30 days or more.
- E. This contract is subject to cancellation pursuant to A.R.S. § 38-511.
- F. If County terminates this Agreement prior to the expiration date, County will remain responsible for payment to Contractor for all work and services performed through the date of termination and for reimbursement to Contractor of all non-cancellable commitments incurred in the performance of the work or services. Upon termination, the property purchased in furtherance of this Agreement will remain the property of the purchasing Party, unless expressly specified otherwise.
- G. Upon termination or expiration, the property purchased in furtherance of this Agreement will remain the property of the purchasing Party, unless expressly specified otherwise.

**11. SEVERABILITY**

If any court finds that any provision of this Agreement is invalid, all the remaining provisions shall remain in full force and effect.

**12. STRICT COMPLIANCE**

Acceptance by the County of performance that is not in strict compliance with the terms of this Agreement shall not be deemed to waive the requirement of strict compliance for all future performance. All changes in performance obligations under this Agreement must be in writing and signed by the Parties.

**13. NON-LIABILITY**

- A. The County and its officers, representatives, agents, and employees shall not be liable for any act or omission by the Contractor or any subcontractor, employee, officer, agent, or representative of the Contractor or any subcontractor occurring in the performance of this Agreement, nor shall they be liable for purchases or contracts made by the Contractor or any subcontractor in connection with this Agreement.
- B. The Contractor and its officers, representatives, agents, and employees shall not be liable for any act or omission by the County or any County subcontractor, employee, officer, agent, or representative of the County or any County subcontractor occurring in the performance of this Agreement, nor shall they be liable for purchases or contracts made by the County or any County subcontractor in connection with this Agreement.

**14. INDEMNITY**

Each Party (as "Indemnitor") agrees to indemnify, defend, and hold harmless the other Party (as "Indemnitee") from and against all claims, losses, liability, costs, and expenses (including reasonable attorneys' 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, are caused by the act, omission, negligence, misconduct, or other fault of Indemnitor, its officers, agents, employees, or volunteers.

**15. COVENANT AGAINST CONTINGENT FEES**

The Contractor warrants that it has not utilized any person or entity to solicit this Agreement for a commission or contingent fee. The County may immediately terminate this Agreement without liability for breach of this warranty.

**16. SAFEGUARDING CLIENT INFORMATION**

The use or disclosure by any party of any information concerning an eligible individual served under this Agreement is directly limited to the performance of this Agreement. County and Contractor shall safeguard confidential and privileged client and patient information i.e., medical, financial, and patient specific information, and shall only disclose such information in accordance with all applicable federal, state, and local laws, rules, and regulations, including the Health Insurance Portability and Accountability Act ("HIPAA"). The use or disclosure by any party of any information concerning a client or patient served under this Agreement or any other applicable payer is directly limited to services under this Agreement subject to applicable federal, state, and local laws and regulations. Contractor's obligation to maintain the confidentiality of all medical, financial, and patient specific information shall exist after termination or expiration of this Contract. County shall assist Contractor regarding Contractors' obligation to comply with HIPAA.

**17. RIGHTS IN DATA**

The Parties may use all data and reports resulting from this Agreement without cost or other restriction, except as otherwise restricted by this Agreement or by law. Each Party shall supply to the other Party, upon request, any available information known to the supplying Party that is relevant to this Agreement.

**18. OWNERSHIP OF INFORMATION**

Subject to applicable state and federal laws, rules, and regulations, including, without limitation, those concerning confidentiality of patient records, the Contractor shall have full and complete ownership rights to and the sole and exclusive right to inspect, reproduce, duplicate, adapt, distribute, display, disclose and otherwise use all reports, information, data, and material prepared by the Contractor in performance of the Agreement. County may examine and may receive copies of such information necessary for County's performance of this Agreement.

**19. NON-DISCRIMINATION**

The Contractor, in connection with any service or other activity under this Agreement, shall not in any way discriminate against any person on the grounds of race, color, religion, sex, national origin, age, disability, affiliation or belief. The Contractor shall include this clause

in all of its subcontracts related to this Agreement.

**20. EQUAL EMPLOYMENT OPPORTUNITY**

The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, pregnancy, childbirth, or medical conditions related to pregnancy or childbirth, political affiliation or religious affiliation or ideas, culture, creed, social origin or condition, genetic information, sexual orientation, gender identity or expression, national origin, ancestry, age, disability, military service or veteran status, or marital status. The Contractor shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, pregnancy, childbirth or medical conditions related to pregnancy or childbirth, political affiliation or religious affiliation or ideas, culture, creed, social origin or condition, genetic information, sexual orientation, gender identity or expression, national origin, ancestry, age, disability, military service or veteran status, or marital status. Such action shall include, but is not limited to, the following: employment, upgrading, demotion or transfer, recruitment, or recruitment advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor shall, to the extent such provisions apply, comply with Titles VI and VII of the Civil Rights Act of 1964, as amended (42 U.S.C. §§ 2000a, *et seq.*); the Rehabilitation Act of 1973, as amended (29 U.S.C. §§ 701, *et seq.*); the Age Discrimination in Employment Act of 1967, as amended (29 U.S.C. §§ 621, *et seq.*); the Immigration Reform and Control Act of 1986 (Pub. L. No. 99-603) ("IRCA"); and Arizona Executive Order 2009-09, as amended by Executive Order 2023-01, which mandates that all persons shall have equal access to employment opportunities. The Contractor shall also comply with all applicable provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12101, *et seq.*).

**21. RIGHT TO EXTEND AGREEMENT**

Subject to the availability of funds and acceptable Contractor performance, the Parties may by a mutually signed writing extend this Agreement for additional one-year periods, not to exceed a total extended term of 5 years, except that the cost will be subject to renegotiation.

**22. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION**

A. The undersigned, an authorized representative of the Contractor, certifies, to the best of his or her knowledge and belief, that the Contractor, defined as the primary participant in accordance with 2 C.F.R. Part 180, and its principals:

1) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.

2) have not within the 3-year period preceding this Agreement been convicted of or had a civil judgment entered against them for the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

- 3) are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with the commission of any of the offenses enumerated in paragraph (2) of this certification; and
  - 4) have not within the 3-year period preceding this Agreement had one or more public transactions (federal, state, or local) terminated for cause or default.
- B. If the Contractor is not able to provide this certification, an explanation as to why shall be attached to this Agreement.
- C. The Contractor shall include, without modification, this Paragraph in all lower tier covered transactions (*i.e.*, transactions with subcontractors) and in all solicitations for lower tier covered transactions related to this Agreement.

**23. E-VERIFICATION OF EMPLOYEES**

The Contractor warrants that it is in compliance with A.R.S. § 41-4401 and further acknowledges:

- A. That the Contractor and its subcontractors, if any, warrant their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with A.R.S. § 23-214.
- B. That a breach of the warranty under subsection A above shall be deemed a material breach of this Agreement that entitles the County to, among other things, immediately terminate this Agreement without liability.
- C. That the County and any authorized government entity retains the legal right to inspect the papers of any employee of any contractor or subcontractor who works under this Agreement to ensure compliance with the warranty provided under subsection A above and that the Contractor agrees to make all papers and employment records of said employee(s) available during normal working hours in order to facilitate such an inspection.
- D. That nothing herein shall make any contractor or subcontractor an agent or employee of the County or contracting government entity.

**24. CIVIL SERVICES DIVISION**

The parties to this agreement acknowledge that they are aware that the Civil Services Division of the Maricopa County Attorney's Office (Civil Division) may be chosen as the attorney for other parties to this agreement, and the signing party acknowledges that it is aware of a potential conflict of interest, and it waives any claim of conflict of interest, which may arise by virtue of Civil Division's representation of other parties to this agreement.

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**1. EFFECT**

To the extent that the Special Provisions conflict with the General Provisions, the Special Provisions shall control. To the extent that the Work Statement(s) conflict with the Special or General Provisions, the Work Statement(s) shall control.

**2. DISPUTES**

Except as otherwise provided by law, any dispute not involving a question of law arising out of this Agreement that is not resolved between the Parties within 120 days, shall be resolved as follows:

- A. Disputes must be filed with the person administering this Agreement for the County, if one has been appointed, or, if not, with the Procurement Officer, within 10 days from the date the Contractor knew or should have known the basis of the dispute.
- B. The person administering this Agreement or the Procurement Officer, as applicable, shall respond in writing to the dispute within 14 days.
- C. The Contractor may abide by the decision or may appeal the decision to the Director of the Department within 7 days.
- D. Any claim or controversy arising out of or in connection with this Agreement not resolved in accordance with paragraphs 2.A. through 2.C. above shall be resolved through binding arbitration conducted by a single arbitrator in accordance with the American Arbitration Association (AAA) Commercial Arbitration Rules, then in effect, in Phoenix, Arizona; If possible, the arbitrator shall be an attorney with at least 15 years of experience, including at least 5 years' experience in managed health care. The parties shall conduct a mandatory settlement conference at the initiation of arbitration, to be administered by AAA. The arbitrator shall have no authority to provide a remedy or award damages that would not be available to such prevailing party in a court of law, nor shall the arbitrator have the authority to award punitive damages. Each party shall bear its own costs and expenses, including its own attorneys' fees, and shall bear an equal share of the arbitrator's and administrative fees of arbitration. The parties agree to accept any decision by the arbitrator as a final determination of the matter in dispute, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction. Arbitration must be initiated within one year of the earlier of the date the claim or controversy arose, was discovered or should have been discovered with reasonable diligence; otherwise, it shall be deemed waived. The use of binding arbitration shall not preclude a request for equitable and injunctive relief made to a court of appropriate jurisdiction.

This Paragraph shall not apply to claims arising from bodily injury, death, or property damage.

**3. CHANGES**

- A. The Department may, at any time, by written order, make changes within the

general scope of this Agreement in any one or more of the following areas:

1. Work Statement activities reflecting changes in funding source or County regulations, policies, or requirements.
  2. Administrative requirements, such as changes in reporting periods, frequency of reports, or report formats, required by funding source or County regulations, policies, or requirements.
  3. Contractor reimbursement schedules and program budgets.
- B. The order will not increase or decrease the maximum reimbursable amount to be paid the Contractor. Additionally, the order will not direct substantive changes in services to be rendered by the Contractor.
- C. Any dispute or disagreement caused by such order shall constitute a "Dispute" within the meaning of the Disputes Clause of the Special Provisions of this Agreement and shall be administered accordingly.

#### **4. AUDIT REQUIREMENT**

- A. If the Contractor expends \$750,000 or more in a year in federal awards, the Contractor shall have a single audit conducted for that year according to the Office Management and Budget, Title 2, Subtitle A, Chapter II, PART 200—UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS contained in Title 2 C.F.R. § 200. The audit report shall be submitted to the County for review within 9 months following the close of the fiscal year. The Contractor shall take any necessary corrective action to remedy any material weaknesses and/or reportable conditions identified in the audit report within 6 months after the release date of the report. The County may consider sanctions as described in §.225 of OMB Circular A-133 for contractors not in compliance with the audit requirements. All books and records shall be maintained in accordance with Generally Accepted Accounting Principles (GAAP).
- B. The Contractor shall schedule an annual financial audit to be submitted to the County for review within 12 months following the close of the program's fiscal year. Contractor understands that its failure to meet this requirement may result in the loss of current funding and disqualification from consideration for future County-administered funding.
- C. Comply with the requirement of the Federal Office of Management and Budget ("OMB") Circular A-133. The Contractor is responsible for having an audit performed in accordance with, and when required, by OMB Circular A-133, and for sending a copy of the report issued as a result of the audit to the County within 30 days of issuance. The County reserves the right to engage an auditor, at the Contractor's expense, to perform an OMB Circular A-133 audit of the Contractor in the event that the Contractor fails to engage an auditor or the County rejects or disapproves of the auditor engaged by the Contractor.

#### **5. INSURANCE**

- A. The Contractor shall have in effect at all times during the term of this Agreement, insurance or comparable self-insurance that is adequate to protect the County, its officers, employees, property, and equipment against the losses set forth below. The Contractor shall provide the County with a certificate of insurance or a certified copy of the insurance policy naming the County as an additional insured, or, if the Contractor is self-insured, shall provide the County with a letter indicating that it is self-insured.
- B. The following types and amounts of insurance are required as minimums:
1. Workers' compensation and unemployment insurance as required by law.
  2. Unemployment insurance as required by Arizona law.
  3. Public liability, bodily injury, and property damage policies that insure against claims for liability for the Contractor's negligence or maintenance of unsafe vehicles, facilities, or equipment brought by clients receiving services pursuant to this Agreement and by lawful visitors of such clients. The limits of the policies shall not be less than \$2,000,000 per occurrence and \$4,000,000 aggregate.
- C. Automobile and Truck Liability, Bodily Injury and Property Damages:
1. General liability, each occurrence; \$1,000,000
  2. Property damage; \$1,000,000
  3. Combined single limit; \$1,000,000
- D. Standard minimum deductible amounts are allowable. Any losses applied against insurance deductible are the sole responsibility of the Contractor.
- E. Professional Liability:
1. Insurance for the Contractor and its agents, employees, and other staff shall be maintained with coverage limits of \$1,000,000 per person, \$3,000,000 per occurrence.
  2. The Contractor agrees that in the event it, or any of its agents, employees, and other staff working under this Agreement, is named as a defendant in litigation, or is identified in a written notice of claim, wherein professional misconduct is alleged, and such allegations arise under the services or terms of this Agreement, the Contractor will promptly notify the Department in writing. The duty to notify under this paragraph applies whether or not the County is alleged to be involved, is named as a party to the matter, or could be potentially liable as a party.
- F. The Contractor shall immediately inform the Department of any cancellation of its insurance or any decrease in its lines of coverage at least 30 days before such action takes place.
- G. In the event the Contractor(s) is/are a public entity, then the Insurance



Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the Contractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

**6. SPECIAL REQUIREMENTS**

If the use of subcontractors is approved by the County, the Contractor agrees to use written subcontracts or consultant agreements that conform to federal and state laws and regulations and the requirements of this Agreement appropriate to the service or activity covered by the subcontract. These provisions apply with equal force to the subcontract as if the subcontractor were the Contractor. The Contractor is responsible for performance under this Agreement whether or not any subcontractors are used. The Contractor shall submit a copy of each subcontract to the County upon written request.

**7. REPORTING REQUIREMENTS**

If requested by the County, the Contractor shall submit annual progress reports on or before the third day of the month following the end of the reporting period.

**8. SPONSORSHIP ACKNOWLEDGMENT**

All promotional materials prepared by the Contractor relating to this Agreement shall include the following statement, "Sponsored by Maricopa County Department of Public Health."

**9. ADMINISTRATIVE REQUIREMENTS**

- A. The Contractor, as a subrecipient of funds under the Centers for Disease Control and Prevention ("CDC") COVID-19 Health Disparities Grant, shall be in compliance and remain in compliance throughout the term of the contract with 2 C.F.R. 200. County staff will monitor the Contractor's compliance with, and performance under, the terms and conditions of the Agreement. The Contractor shall make available for inspection and/or copying by the County's monitoring of all records and accounts relating to the work performed or the services provided under the Agreement. Contractor shall be monitored for fiscal, program delivery, and Agreement compliance annually or more often as needed.
- B. Contractor shall comply with federal requirements to assure that minority businesses, women's business enterprises, and labor surplus area firms are used, when possible, pursuant to 2 C.F.R. § 200.321.
- C. Contractor shall comply with federal requirements for domestic preferences for procurement, pursuant to 2 C.F.R. § 200.322.
- D. Contractor shall comply with federal requirements for procurement of recovered materials, pursuant to 2 C.F.R. § 200.323.
- E. Contractor shall comply with federal requirements under the Clean Air Act and the Federal Water Pollution Control Act, as provided for in 2 C.F.R. Appendix II to Part 200, subsection G.

- F. Contractor certifies that it complies with the requirements of the Byrd Anti-Lobbying Amendment, as provided for in 2 C.F.R. Appendix II to Part 200, subsection I.

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**1. PURPOSE:**

City of Scottsdale Senior Services (Human Services) wishes to provide activities related to the social isolation experienced by many seniors and disabled adults during the recent COVID pandemic. City of Scottsdale seeks to educate and prepare vulnerable seniors and adults with disabilities to focus on ways to re-integrate to daily activities through socialization by way of brief COVID/Pandemic educational engagement, educational field trips, and furnishing pandemic-preparation safety kits.

City of Scottsdale Senior Services, at Granite Reef and Via Linda Centers, in collaboration with Maricopa County Department of Public Health, will work with Scottsdale Fire Department to create home safety kits, and conduct the following five activities related to post COVID isolation response:

1. Promotion of Social Engagement with isolated seniors and adults with disabilities and center participants.
2. Education and outreach.
3. Supportive services, and information and referral as necessary.
4. Educational provision of COVID related information, pandemic-preparation/safety kits (personal preparedness kits), and educational field trips.
5. Continuity of current engagement and activity levels with seniors and adults with disabilities beyond the proposed services of this funding year.

**2. BACKGROUND:**

Scottsdale Senior Services at Granite Reef and Via Linda Senior Centers are well recognized for their robust socialization and recreation activities, classes, meals programs and support groups. As with many entities involved with large populations of seniors and adults with disabilities, and under the advisement of the CDC, ADHS, and MCHS during COVID, service provision and access to the facilities came to a sudden halt. Post COVID however, services have been slow to open-up due to calculated timeframes for allowing the patrons to return to the facilities. To this date, service provision and in-person contact is nearly 80% of pre-COVID levels Monday through Friday with upcoming Saturday openings starting July 8, 2023.

Similarly, many seniors were (still are) hesitant to participate in small group settings, within close proximity at congregate meals programs, support groups or being within certain facilities and activities that they had previously frequented before the various waves of the COVID pandemic. For many, this is still the case when venturing to medical/doctor and pharmacy appointments, food/grocery shopping, using public libraries, senior activities, taking advantage of field trips, open park activities, and wellness socialization and using public transportation. It has been documented and observed by our social work team that increases in social isolation for seniors and adults with disabilities, particularly homebound individuals, has a detrimental impact on their view of daily activities necessary to be part of their community. Scottsdale seniors and adults with disabilities are no exception to this. Scottsdale's common urban areas are full of health and wellness activities, great walkways, bike pathways, outdoor venues, and access to many public facilities. However, the low numbers of attendance for the targeted populations are noted by the absence of many of our "regulars" who have chosen not to venture back to public centers and the amenities for fear of compromising their health.

**3. RESPONSIBILITIES OF THE CONTRACTOR**

- A. Promotion of Social Engagement opportunities with isolated seniors and adults with disabilities and center participants: This phase will initiate the effort to reconnect with seniors or adults with disabilities who are currently socially isolated, homebound, or lacking transportation to and from the senior centers. It will also reach out to participants currently attending limited activities at the centers. Senior Services staff will utilize existing modalities such as promotional fliers, home visitations, scheduled special events (meals, summer, and holiday programs), use of city available public transportation "cab connection", free trolleys routed to stop at public library branches (Main and Mustang), Vista del Camino Center, Paiute Center, Via Linda and Granite Reef Senior Centers. Depending on the specific facility, assistance and services will range from attending a public event to emergency food box, utility, and rent/mortgage assistance (eviction prevention), moving and dental grants, employment assistance, Adopt a Senior holiday programs, free tax preparation, benefits assessment, legal counsel advocacy and others.
- B. Education and Outreach: This phase will include seeking the advice and consultation with health partners such as Honor Health, NOAH, County Health, Scottsdale Community Partners, and other city programs serving the target populations. Will also include presentations about the scope of work of this agreement during the implementation phase. It will also include contacting local senior-housing (HUD housing) properties in Scottsdale and adults with disabilities. Participant names, address, email, and phone number will be maintained for evaluation purpose and as a way to maintain a connection to those benefitting from this effort. The use of City of Scottsdale social media and its partner agencies may leverage to promote awareness and scope of these activities.

By September 30, 2023 (or before), the City of Scottsdale Senior Services and Recreation Staff will contact the following community-based organizations to provide/develop presentations around social determinants of health and social isolation awareness.

- i. Arizona Retirement 1 and 2 in Scottsdale (HUD and Housing Choice Voucher (formerly "Section 8") senior housing complex
- ii. Hacienda de Los Arcos in Scottsdale (HUD and Housing Choice Voucher) senior housing complex
- iii. The Flats in Scottsdale (property accepts Housing Choice vouchers for seniors and disabled adults)
- iv. McDowell Village in Scottsdale (senior housing)
- v. NOAH (Scottsdale Campus/McDowell & Pima Road)

- vi. Honor Health (Scottsdale)
- vii. Scottsdale Community Partners (Scottsdale)
- viii. Partners For Paiute (Paiute Campus)
- ix. Congregate Meals Programs at Via Linda and Granite Reef Senior Centers
- x. City of Scottsdale Adaptive Recreation Services and applicable Human services Locations/Centers
- xi. Granite Reef and Via Linda Senior Centers support groups and other programs

- C. Supportive services and information and referral when necessary: This phase focusses on the established connections, network of partnerships currently available and programming available through both senior centers to assist information and referral available to individuals needing follow up or connections to services outside of the funding available for this program. Leveraged funding will be used to deliver services.

Senior Services/Centers are part of Scottsdale's network of social services facilities which also includes its Community Action Program and food bank (Vista del Camino), and the Paiute Neighborhood Center. All four sites offer many services including professional case managers, emergency financial assistance, CAP services, counseling for seniors, low-income tax preparation, free legal, and other services currently available.

- D. Educational provision of COVID related information, personal preparedness kits, field trips: This phase will encompass the bulk of the COVID educational component, socialization field trips intended to broaden the participants exposure to activities in the community, nearby events, and sites. This component is key to the reintroduction to the community by normalizing going out, exploring and re-embracing the sense of area and belonging the participants have been lacking or have been afraid to venture out and re-engage senior centers, public libraries, parks, social events at senior facilities, etc., within their community, city, or neighboring communities within the Phoenix metro area.

b. Socialization Field Trips

- i. The City of Scottsdale Recreation staff will provide at least 7 socialization field trips between September 1, 2023 (or before), and May 31, 2024.
- ii. A minimum of 20 seniors will attend each trip or community discussion (homebound) to participate in community wellness, facilitate social interaction and community exploration. Seniors residing at various

- properties will be offered the opportunity to participate on a first come first served basis.
- iii. The City of Scottsdale will ensure that transportation and activities are ADA/handicap accessible and include translation services when appropriate.
  - iv. Seniors on the field trips will visit at least 7 of the following locations:
    - 1. Botanical Gardens (Phoenix)
    - 2. Phoenix Art Museum (Phoenix)
    - 3. Water Processing Plant (north Scottsdale),
    - 4. Olive Oil Farm and restaurant (Queen Creek)
    - 5. Museum of the Southwest (Scottsdale)
    - 6. Musical Instruments Museum (Phoenix)
    - 7. Learning the Trolley/Orbit and Light Rail System
    - 8. Senior Talent Extravaganza (Scottsdale)
    - 9. Holiday Light Tour
    - 10. Library on the Trolley or Light Rail
    - 11. Other as opportunities present
  - b. Distribution of safety kits to homebound seniors through existing programs to help prepare residents for inclement summers, Covid like pandemic, etc.
    - i. The City of Scottsdale will provide 100 safety kits to low-income seniors or disabled adults who live within the City of Scottsdale between November 1, 2023, and May 31, 2024.
    - ii. Each safety kit will include:
      - 1. Generic unlabeled tote bags
      - 2. Covid Guidance Fact Sheets
        - a. Fact Sheets can be ordered directly from The Arizona Partnership for Immunization at <https://whyimmunize.org/free-materials/#COVID>
      - 3. Blank form sheet to record any current/necessary medications, daily use medical supplies, etc.
      - 4. Emergency contact numbers sheet (local, county, state, national)
      - 5. Gloves 3-5 pair
      - 6. Hand Sanitized bottle "travel" or mid-size (at least 60% alcohol)
      - 7. Disinfectant wipes (bleach disinfectant wipes) "travel" or full pack
      - 8. Soap (liquid) antibacterial optional
      - 9. CDC / Red Cross/ ADHS/ County Public Health recommended long shelf-life food in case of an outbreak of a pandemic.

10. Battery Powered flashlight (3–5-year duration batteries included)
11. Basic First Aid Kit (pre-packaged set)
12. Paper goods (1 roll of paper towel, 2 rolls toilet paper, 1 box of tissues)

- c. Continuity of engagement and contact with seniors and adult with disabilities beyond the proposed services of this funding year. This phase will include ongoing evaluation of the activities and material provided funded by the Maricopa County grant. It will include a look at the efficacy of the approach used as well as look beyond the funding available and retain the “aspects that work”, new partnerships developed and the efficacy of the activities as a process of evaluation.

#### 4. RESPONSIBILITIES OF COUNTY

- A. MCDPH will provide 1 staff to attend the first hour of each activity, provide a presentation on COVID-19 and answer questions about COVID, vaccinations, etc.
- B. MCDPH will provide COVID-19 fliers to be distributed through outreach and engagement activities.
- C. MCDPH to provide vaccinations at events as appropriate in coordination with City of Scottsdale.

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**1. COMPENSATION**

- A. The County will compensate in the following manner:
- a. \$10,000 upon execution of contract
  - b. Thereafter, the Contractor shall submit detailed invoicing per the below deliverable schedule below.
- B. Each Party assumes sole and exclusive responsibility for payment of any federal and state income taxes, federal social security taxes, workers' compensation, and unemployment insurance benefits for its physicians, staff, agents, and employees, as well as any and all other mandatory governmental deductions or obligations.
- C. The Agreement amount is not-to-exceed \$125,000. All funds must be spent by May 31, 2024. The Agreement amount for each year of the subsequent years of the term will be negotiated based on the County's need and the availability of funds.

**2. METHOD OF PAYMENT**

- A. The Contractor shall submit one legible copy of their detailed invoice before payment(s) can be made. At a minimum, the invoice must provide the following information:
- Company name, address, and contact
  - County bill-to name and contact information
  - Contract Serial Number
  - County purchase order number
  - Invoice number and date
  - Payment terms
  - Date of service or delivery
  - Quantity
  - Contract Item number(s)
  - Description of Purchase (services)
  - Pricing per unit of service
  - Extended price
  - Total Amount Due
- B. Problems regarding billing or invoicing shall be directed to the using agency as listed on the Purchase Order
- C. The Contractor must maintain and have available upon request supporting documents for each monthly reimbursement request, including invoices of costs incurred and expenditure reports.
- D. Subject to the availability of funds, the County will, within 30 working days from the date of receipt of documents enumerated herein, process and remit to the Contractor a warrant for payment up to the maximum total allowable for services provided. Should the County make a disallowance in the claim, the claim shall be processed for the reduced amount. If the Contractor protests the amount or the reason for a disallowance, the protest shall be construed as a dispute concerning



a question of fact within the meaning of the "Disputes" clause of the Special Provisions of this Agreement.

- E. The Contractor understands and agrees that the County will not honor any claim for payment submitted **6 months** after the date of service. The Contractor understands and agrees that the County will not process any claim for payment for services rendered prior to the expiration date that is submitted 60 days after the expiration date without approval of the County.
- F. Payments made by the County to the Contractor are conditioned upon the timely receipt of applicable, accurate, and complete invoices submitted by the Contractor. The Contractor forfeits the right to reimbursement for costs incurred in any month for which it fails to meet the deadline for submitting the monthly reports, except if such failure is beyond the reasonable control of the Contractor.
- G. The Contractor shall submit monthly invoices to:

Maricopa County Department of Public Health  
 ATTN: Nina Lindsey  
 4041 N Central Ave, Suite 700  
 Phoenix, AZ 85006  
 E-mail: [nina.lindsey@maricopa.gov](mailto:nina.lindsey@maricopa.gov)

### 3. SCHEDULE OF DELIVERABLES AND PAYMENT SCHEDULE

City of Scottsdale will submit backup documentation quarterly to verify services at the same time as one quarterly invoice. Required backup documentation will include:

- Outreach and Engagement Sign in Sheet to verify participants reached with column indicating safety kit recipient.
- Socialization Field Trip Sign in Sheet to verify participants, location, and date of field trip.
- Additional documentation for distribution of safety kits, if necessary.
- Quarterly cover letter with success stories and data about the number of seniors or disabled adults in attendance, those who received COVID boosters or vaccinations as part of this outreach, etc.
  - Additional data points may be required based on evaluator feedback.

<u>Date</u>	<u>Deliverable</u>	<u>Payment Amount</u>
By September 30, 2023	<ul style="list-style-type: none"> <li>• Outreach and Engagement conducted with a minimum of 50 seniors</li> <li>• At least 1 socialization field trip completed with at least 20 seniors</li> <li>• Distributed at least 25 safety kits</li> </ul>	\$28,750
By December 31, 2023	<ul style="list-style-type: none"> <li>• Outreach and Engagement conducted with an additional 50 seniors</li> <li>• At least 1 socialization field trip completed with at least 20 seniors</li> <li>• Distributed at least 25 safety kits</li> </ul>	\$28,750
By March 31, 2023	<ul style="list-style-type: none"> <li>• Outreach and Engagement</li> </ul>	\$28,750

	conducted with an additional 50 seniors <ul style="list-style-type: none"> <li>• At least 1 socialization field trip completed with at least 20 seniors</li> <li>• Distributed at least 25 safety kits</li> </ul>	
By May 31, 2024	<ul style="list-style-type: none"> <li>• Outreach and Engagement conducted with an additional 50 seniors</li> <li>• At least 1 socialization field trip completed with at least 20 seniors</li> <li>• Distributed at least 25 safety kits</li> </ul>	\$28,750

#### 4. NOTICE

Any notice given under this Agreement shall be sent to the attention of the following:

MARICOPA COUNTY

Maricopa County Department of  
Public Health  
Health Disparities

4041 N. Central Ave, Suite 700  
Phoenix, AZ 85012  
Attn: Nina Lindsey

Grants and Contracts Unit  
Maricopa County Department of  
Public Health  
Grants and Contracts Unit  
Attn: Grants Administrator  
4041 N Central Ave, Suite 1400  
Phoenix, AZ 85012

CITY OF SCOTTSDALE SENIOR  
SERVICES

1700 N. Granite Reef Road  
Scottsdale, AZ 85257  
Attn: Eugenio Munoz Villafane

End of document