



**BOARD OF SUPERVISORS AGENDA ITEM REPORT**  
**CONTRACTS / AWARDS / GRANTS**

Requested Board Meeting Date: 12/15/2015

or Procurement Director Award

**Contractor/Vendor Name (DBA):** University of Arizona Management Information Systems

**Project Title/Description:**

Infectious Disease Social Media Monitoring and Surveillance

**Purpose:**

Engage with University of Arizona Management Information Systems to develop and implement collaborative, social media monitoring program focused infectious disease indicators and emerging public health threats or emergencies.

**Procurement Method:**

Sole Source

**Program Goals/Predicted Outcomes:**

1. Develop effective strategy and infrastructure to use social media to monitor topics for the purpose of public health surveillance in Pima County. These include influenza, vector borne disease, and heat related illnesses.
2. Elicit public feedback and reporting on topics of public health relevance.
3. Measure the impact and reach of social media campaigns.
4. To effectively communicate and coordinate implementation with Pima County Health Department staff.

**Public Benefit:**

Increase in preparedness and capacity to address emerging public health threats or emergencies in Pima County.

**Metrics Available to Measure Performance:**

1. Written processes for social media monitoring implementation.
2. Initial findings, research, prevalence of trending public health topics on social media.
3. Written strategies for prevention based on research findings.

**Retroactive:**

Yes. Effective date is retroactive to November 1, 2015.

*To: COB- 12-2-15 (2)  
Ver. - 1  
Pgs. - 7*

Procure Dept 11/23/15 PM 10:43

**Original Information**

Document Type: CT Department Code: HD Contract Number (i.e.,15-123): 16-0142

Effective Date: 11/01/2015 Termination Date: 10/31/2016 Prior Contract Number (Synergen/CMS): \_\_\_\_\_

Expense Amount: \$ 49,900  Revenue Amount: \$ \_\_\_\_\_

Funding Source(s): 2042-2515 EBOLA Grant

Cost to Pima County General Fund: none

Contract is fully or partially funded with Federal Funds?  Yes  No  Not Applicable to Grant Awards

Were insurance or indemnity clauses modified?  Yes  No  Not Applicable to Grant Awards

Vendor is using a Social Security Number?  Yes  No  Not Applicable to Grant Awards

If Yes, attach the required form per Administrative Procedure 22-73.

**Amendment Information**

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

Amendment No.: \_\_\_\_\_ AMS Version No.: \_\_\_\_\_

Effective Date: \_\_\_\_\_ New Termination Date: \_\_\_\_\_

Expense  Revenue  Increase  Decrease Amount This Amendment: \$ \_\_\_\_\_

Funding Source(s): \_\_\_\_\_

Cost to Pima County General Fund: \_\_\_\_\_

Contact: Ana Basurto

Department: Health Telephone: 724-7838

Department Director Signature/Date: [Signature] 15 Nov 15

Deputy County Administrator Signature/Date: [Signature] 11/22/15

County Administrator Signature/Date: [Signature] 11/23/15  
(Required for Board Agenda/Addendum Items)

CONTRACT

NOCT-HD-16000000000000000000142

AMENDMENT NO. \_\_\_\_\_

This number must appear on all invoices, correspondence and documents pertaining to this CONTRACT FOR ARIZONA

**INTERGOVERNMENTAL AGREEMENT  
BETWEEN PIMA COUNTY HEALTH DEPARTMENT  
AND ARIZONA BOARD OF REGENTS, UNIVERSITY OF ARIZONA**

Project: Social Media Monitoring

Sponsors:	<u>PIMA COUNTY</u>	<u>UNIVERSITY</u>
	Pima County Health Department Public Health Emergency Preparedness 3950 S. Country Club Road Suite 2354 Tucson, Arizona 85714	University of Arizona Sponsored Projects Services PO Box 210158, Rm 510 Tucson, AZ 85721-0158

Term: November 1, 2015 to October 31, 2016

Amount: \$49,900.00

This is an Intergovernmental Agreement ("Agreement") entered between Pima County, a political subdivision of the State of Arizona, ("County"), and Arizona Board of Regents, University of Arizona, ("University") for the purpose of entering into a cooperative effort for the provision of social media monitoring research and services.

WHEREAS, in accordance with A.R.S. § 11-952, the County is authorized to enter into Agreements with the University for joint cooperative actions;

WHEREAS, Pima County seeks research into monitoring of social media sites for trends in infectious disease;

WHEREAS, University of Arizona operates a social media research program;

WHEREAS, Pima County desires to provide seed funding to the University for exploration into a social media surveillance system for trends in infectious disease prevalence; and

WHEREAS, Pima County and University of Arizona desire to enter into an agreement to develop a strategy and infrastructure to use social media to monitor topics for the purpose of public health surveillance in Pima County.

NOW, THEREFORE, the parties agree to enter into an Agreement as follows:

**ARTICLE I - TERM/EXTENSION/MODIFICATION**

A. This Agreement shall commence on November 1, 2015, and shall terminate on October 31, 2016 unless sooner terminated, pursuant to the provisions of this Agreement. Any modification shall be by formal written Amendment executed by both the parties hereto.

- B. Amendments to this Agreement must be approved by the County Board of Supervisors, as required by the Pima County Procurement Code, before any work or deliveries under the Amendment commences.

## **ARTICLE II- PAYMENT**

In consideration of the services specified in this Agreement, the University will bill the County for a total of \$49,900 in accordance with the schedule below.

<u>DATE</u>	<u>AMOUNT</u>
December 14, 2015	\$12,475.00
February 29, 2016	\$12,475.00
May 16, 2016	\$12,475.00
August 15, 2016	\$12,475.00
TOTAL	\$49,900.00

## **ARTICLE III - SCOPE OF WORK/SERVICES**

- A. This Agreement establishes the responsibilities of the parties for delivery of research, strategies, and infrastructure to use social media to monitor topics for the purpose of public health surveillance. All services shall comply with the requirements and specifications as called for in this Agreement.

### **B. Funding**

Funding provided by Pima County Health Department, Public Health Emergency Preparedness Program through the Ebola Phase 2 Supplemental Grant award.

### **B. Program Activities**

1. University shall:
  - a. With the help of faculty, staff, students, and intern(s), develop a strategy and infrastructure to use social media to monitor topics for the purpose of public health surveillance in Pima County. These include influenza, vector borne disease, and heat related illness
  - b. Develop and implement strategies to:
    - i. Track/monitor social media for key public health topics
    - ii. Elicit public feedback and reporting on topics of public health relevance
    - iii. Measure the impact and reach of social media campaigns
2. County shall:
  - a. Provide seed funding for research
  - b. Provide consultation and resource support where applicable

## **C. Reports**

1. University shall complete and submit the following:
  - a. Deliverable 1 - Project Kickoff: Submit draft project outline and/or progress report, with all requested materials to Pima County Health Director no later than December 14, 2015.
  - b. Deliverable 2 - Project Implementation Phase 1: Submit second quarter progress report, with all requested materials to Pima County Health Director no later than February 29, 2016.
  - c. Deliverable 3 – Project Implementation Phase 2: Submit third quarter progress report, with all requested materials to Pima County Health Director no later than May 16, 2016.
  - d. Deliverable 4 - Project Closure: Report on annual progress, with all requested materials to Pima County Health Director no later than August 15, 2016.

## **D. Invoice and Payment**

1. University shall be paid on a Unit Cost basis, upon completion of the following Deliverables, in accordance to the following:
  - a. Deliverable 1 - Project Kickoff, University may invoice County for \$12,475.00 (25% of the total budget) as of December 14, 2015.
  - b. Deliverable 2 - Project Implementation Phase 1, once completed, University may invoice County for \$12,475.00 (25% of the total budget) as of February 29, 2016.
  - c. Deliverable 3 – Project Implementation Phase 2, once completed University may invoice County for \$12,475.00 (25% of the total budget) as of May 16, 2016.
  - d. Deliverable 4 - Project Closure, once completed, University may invoice County for \$12,475.00 (final 25% of the total budget) as of August 15, 2016.

## **ARTICLE IV – INSURANCE**

University is self-insured under A.R.S. § 41-621 et. seq. This Program maintains general and professional liability coverage of sufficient amounts to cover claims arising from the acts and omissions of Subrecipient's employees while participating in this Agreement.

## **ARTICLE V - WORKER'S COMPENSATION**

Each party shall comply with the notice of A.R.S. § 23-1022(E). For purposes of A.R.S. § 23-1022, each party shall be considered the primary employer of all personnel currently or hereafter employed by that party, irrespective of the operations of protocol in place, and said party shall have the sole responsibility for the payment of Worker's Compensation benefits or other fringe benefits of said employees.

**ARTICLE VI - TERMINATION**

University or County may terminate this Agreement, for any reason or no reason, by giving the other party thirty (30) days' written notice of that party's intention to terminate.

**ARTICLE VII – NOTICE**

Any notice required or permitted to be given under this Agreement shall be in writing and shall be served by delivery or by certified mail upon the other party as follows:

**PIMA COUNTY:**

Administration

Director  
Pima County Health Department  
3950 S. Country Club Rd. Suite 200  
Tucson, AZ 85714

Program

Public Health Emergency Preparedness  
Pima County Health Department  
3950 S. Country Club Rd. Suite 2354  
Tucson, AZ 85714

**UNIVERSITY:**

Administration

University of Arizona  
Sponsored Projects Services  
PO Box 210158, Rm 510  
Tucson, Arizona 85721-0158

Program

Management Information Systems  
Eller College of Management  
1130 E. Helen Street  
Tucson, AZ 85721-0108

Either party may change its address for the purpose of future notices or communications by providing notice of such change to the other party in the manner specified herein.

**ARTICLE VIII - DISPOSAL OF PROPERTY**

Upon the termination of this Agreement, all property involved shall revert back to the owner. Termination shall not relieve any party from liabilities or costs already incurred under this Agreement, nor affect any ownership of property pursuant to this Agreement.

**ARTICLE IX - INDEMNIFICATION**

Each party (as "Indemnitor" agrees to indemnify, defend, 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/derivative liability to the Indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.

**ARTICLE X - COMPLIANCE WITH LAWS**

A. University shall comply with all federal, state and local laws, rules, regulations, standards and Executive Orders, without limitation to those designated within this Agreement. The laws and regulations of the State of Arizona shall govern the rights of the parties, the performance of this Agreement and any disputes hereunder. In the

event of litigation, as required by A.R.S. § 12-1518, the parties agree to make use of arbitration in all contracts that are subject to mandatory arbitration pursuant to rules adopted under A.R.S. § 12-133. Any action relating to this Agreement shall be brought in an Arizona court in Pima County. Any changes in the governing laws, rules and regulations during the terms of this Agreement shall apply but do not require an amendment.

- B. In addition, each party shall comply with the confidentiality restrictions imposed upon the other party by the Health Insurance Portability & Accountability Act (HIPAA) and Family Educational Rights and Privacy Act (FERPA). Each party acknowledges that these confidentiality limitations may restrict the sharing of constituent/patient information between the parties.

#### **ARTICLE XI - NON-DISCRIMINATION**

Both parties agree to comply with all provisions and requirements of Arizona Executive Order 2009-09 **including flow down of all provisions and requirements to any subcontractors**. Executive Order 2009-09 supersedes Executive order 99-4 and amends Executive order 75-5 and may be viewed and downloaded at the Governor of the State of Arizona's website [http://www.azgovernor.gov/dms/upload/EO\\_2009\\_09.pdf](http://www.azgovernor.gov/dms/upload/EO_2009_09.pdf) which is hereby incorporated into this Agreement as if set forth in full herein. During the performance of this Agreement, University shall 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.

#### **ARTICLE XII – AMERICAN DISABILITIES ACT (ADA)**

Both Parties shall comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36. If the University is carrying out a government program or services on behalf of County, then the University shall maintain accessibility to the program to the same extent and degree that would be required by the County under 28 CFR Sections 35.130, 35.133, 35.149 through 35.151, 35.160, 35.161 and 35.163. Failure to do so could result in the termination of this Agreement.

#### **ARTICLE XIII – SEVERABILITY**

If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue to be valid and enforceable to the full extent permitted by law.

#### **ARTICLE XIV - 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 herein by reference.

**ARTICLE XV - NON-APPROPRIATION**

The performance of both Parties may be dependent upon the appropriation of funds by each Party's governing, legislative authority, or other public entity. Should the Legislature in the case of University or the Board of Supervisors in the case of County fail to appropriate the necessary funds or if either Party's applicable appropriation is reduced during the fiscal year, the Party that is subject to the reduced or eliminated funding may reduce the scope of this Agreement if appropriate or cancel this Agreement without further duty or obligation. In the event of such cancellation, COUNTY shall have no further obligation to UNIVERSITY, other than to pay for services rendered prior to cancellation. Each Party agrees to notify the other Party as soon as reasonably possible after the unavailability of said funds comes to its attention.

**ARTICLE XVI - NO JOINT VENTURE**

It is not intended by this Intergovernmental Agreement to, and nothing contained in this Intergovernmental Agreement shall be construed to, create any partnership, joint venture or employment relationship between the parties or create any employer-employee relationship between either party and the other party's employees. Neither party shall be liable for any debts, accounts, obligations nor other liabilities whatsoever of the other, including (without limitation) the other party's obligation to withhold Social Security and income taxes for itself or any of its employees.

**ARTICLE XVII - NO THIRD PARTY BENEFICIARIES**

Nothing in the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not parties to this Agreement or affect the legal liability of either party to the Agreement by imposing any standard of care different from the standard of care imposed by law.

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**ARTICLE XVIII - ENTIRE AGREEMENT**

This document constitutes the entire Agreement between the parties pertaining to the subject matter hereof, and all prior or contemporaneous Agreements and understandings, oral or written, are hereby superseded and merged herein. This Agreement shall not be modified, amended, altered or extended except through a written amendment signed by the parties.

IN WITNESS THEREOF, the parties have affixed their signatures to this Agreement on the dates written below.

**PIMA COUNTY**

**ARIZONA BOARD OF REGENTS,  
UNIVERSITY OF ARIZONA**

\_\_\_\_\_  
Chair, Board of Supervisors

\_\_\_\_\_  
University's Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (please print)

**ATTEST**

\_\_\_\_\_  
Title (please print)

\_\_\_\_\_  
Clerk of the Board

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**APPROVED AS TO CONTENT**

  
\_\_\_\_\_  
Health Department Director *18 Nov 15*

**APPROVED AS TO FORM** pursuant to A.R.S. § 11-952(D), the attorneys for the parties hereto have determined that the foregoing Agreement is in proper form and is within the powers and authority granted to each respective body under the laws of the State of Arizona.

  
\_\_\_\_\_  
Deputy County Attorney  
*10-30-15*  
\_\_\_\_\_  
Date

\_\_\_\_\_  
University Associate General Counsel  
\_\_\_\_\_  
Date