



BOARD OF SUPERVISORS AGENDA ITEM REPORT
CONTRACTS / AWARDS / GRANTS

☐ Award ☒ Contract ☐ Grant

Requested Board Meeting Date: January 22, 2019

* = Mandatory, information must be provided

or Procurement Director Award ☐

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

Arizona Board of Regents, University of Arizona

***Project Title/Description:**

Intergovernmental Agreement for Public Health Emergency Preparedness/Distribution of Strategic National Stockpile assets

***Purpose:**

University of Arizona Campus Health Services will provide facility, personnel, and equipment that could be utilized to provide for the prophylaxis, treatment, and triage of students, employees, employees' families, and population of the surrounding area, who may require such care due to exposure to a biohazard.

***Procurement Method:**

Agreement is not a procurement contract and is exempt from procurement rules

***Program Goals/Predicted Outcomes:**

Cooperative agreement by which Pima County provides University with access to Strategic National Stockpile assets and University is willing and qualified to perform medical dispensing, screening, and triage to affected population in the University area.

***Public Benefit:**

This partnership with a large institution enhances public health emergency preparedness and response in Pima County to care for affected population in case of an emergency.

***Metrics Available to Measure Performance:**

- University shall be responsible for planning, development, and making operational the Points of Dispensing clinics (PODs) at the University's identified sites.
- University shall provide all security and logistics needed to receive, stage, and dispense Strategic National Stockpile assets at POD sites.
- With assistance from Pima County, University shall recruit, credential/verify, and train staff and volunteers to be used in University POD operations.

***Retroactive:**

No.

To: COB 1-3-2019 ①
vers.: 1
pgs.: 8

Contract / Award Information

Document Type: CTN Department Code: HD Contract Number (i.e., 15-123): 19-104

Effective Date: 02/01/2019 Termination Date: 01/31/2024 Prior Contract Number (Synergen/CMS): N/A

☐ Expense Amount: \$ _____ ☐ Revenue Amount: \$ _____***Funding Source(s) required:**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? _____

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 22-73.

Amendment / Revised Award Information

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

Amendment No.: _____ AMS Version No.: _____

Effective Date: _____ New Termination Date: _____

Prior Contract No. (Synergen/CMS): _____

☐ Expense or ☐ 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): _____

Effective 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: Marcyn M. Thompson 12.31.2018Deputy County Administrator Signature/Date: [Signature] 1/2/2019County Administrator Signature/Date: C. R. DeLuca 1/2/19
(Required for Board Agenda/Addendum Items)

CONTRACT	
NO.	CTN-HD-19-104
AMENDMENT NO.	
This number must appear on all invoices, correspondence and documents pertaining to this contract.	

Intergovernmental Agreement
between
Pima County and the Arizona Board of Regents
for
Public Health Emergency Preparedness

This Intergovernmental Agreement (IGA) is entered into by and between Pima County, a body politic and corporate of the State of Arizona ("County"), and the Arizona Board of Regents, an instrumentality for and on behalf of the University of Arizona ("University").

Recitals

- A. County and University may contract for services and enter into agreements with one another for joint or cooperative action pursuant to A.R.S. § 11-951, et seq.
- B. County wishes to further enhance Public Health Preparedness and Response in Pima County.
- C. University is willing and qualified to perform these activities to prepare for a possible public health biological emergency incident in Pima County.
- D. County has the responsibility for the planning and execution of the distribution of Strategic National Stockpile assets to affected residents of Pima County.
- E. University has facility, personnel and equipment resources that could be utilized to provide for the prophylaxis, treatment, and triage of students, employees, employees' families, University retirees and such population of the surrounding area residents in the Catchment Area as defined herein who may require such care due to exposure to a biohazard from either naturally occurring agents or an act of terrorism.

NOW, THEREFORE, County and University, pursuant to the above, and in consideration of the matters and things hereinafter set forth, do mutually agree as follows:

I. Purpose

The purpose of this IGA is to further develop and enhance Public Health Preparedness and Response for CBRNE in Pima County through the planning for and

execution of the distribution of Strategic National Stockpile (SNS) assets to affected residents of Pima County.

II. Scope

This IGA establishes the responsibilities of the County and University for the planning of and execution of the distribution of Strategic National Stockpile assets in accordance with the Scope of Work, **Attachment A**.

III. Definitions

Catchment Area: The geographical area covered by this Agreement as follows:
Geographical area bounded by Broadway Blvd. to the South, Euclid Ave. to the West, Grant Road to the North and Campbell Ave. to the East.

Cold Chain: Maintenance of proper vaccine temperatures during storage and handling to preserve potency in accordance with the Centers for Disease Control and Prevention requirements.

Hazard: A natural, technological, or human-caused source or cause of harm or difficulty.

Incident Command System ("ICS"): A standardized system and language that can be applied to the management of a wide variety of emergencies.

Joint Information System ("JIS"): Communication system consisting of Public Information Officers ("PIO") sharing information regarding a complex incident in a formalized structure for consistent message dissemination.

Materiel: equipment, apparatus, and supplies used by an organization or institution

Office of Emergency Management: Is a local, federally mandated program of the Federal Emergency Management Agency. Its role is to oversee, coordinate and provide support resources and personnel during a major incident in a city, county, or state.

Personal Protection Equipment ("PPE"): Refers to a variety of items, such as disposable gloves, masks, and eye protection, that are used alone or in combination to provide a barrier to protect mucous membranes, airway, skin and clothing from contact with infectious agents.

Point of Dispensing ("POD Site"): A site where medical countermeasures can be given quickly to a large number of people in the event of a public health emergency.

Strategic National Stockpile ("SNS"): A national repository of medical countermeasures designed to supplement and re-supply state and local public health agencies in the event

of a national emergency anywhere and at any time within the United States and its territories.

IV. Financing

Each party shall bear its own cost for the performance of its responsibilities as set forth in this IGA.

V. Term

This IGA shall be effective on February 1, 2019.

VI. Termination

This IGA shall terminate five (5) years from Effective Date specified herein, except as otherwise provided in this IGA. This IGA, upon mutual written consent of the parties, may be extended for up to four (4) additional one (1) year periods or any portion thereof. Any modification or time extension of this IGA shall be by formal written amendment and executed by the parties hereto.

VII. Disposal of Property

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

VIII. Insurance and Indemnification

Both parties to this IGA participate in self-insurance programs to address liability and loss issues arising from their operations. These self-insurance programs are deemed to be sufficient by both parties for the purpose of this IGA. Neither party is providing indemnification or insurance coverage to the other. Both parties are responsible for their own negligence and for claims arising from their activities.

IX. Compliance with Laws

The parties shall comply with all federal, state and local laws, rules, regulations, standards and Executive Orders, without limitation to those designated within this IGA. The laws and regulations of the State of Arizona shall govern the rights of the parties, the performance of this IGA and any disputes hereunder. Any action relating to this Agreement shall be brought in an Arizona court within Pima County.

X. Non-Discrimination

The parties 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 in the course of carrying out their duties pursuant to this IGA. The parties shall comply with the provisions of Executive Order 75-5, as amended by Executive Order 99-4, which is incorporated into this IGA by reference, as if set forth in full herein, as well as the state and federal statutes and regulations governing Equal Employment Opportunity, Non-Discrimination and Immigration.

XI. ADA

The 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.

XII. Severability

If any provision of this IGA, or any application thereof to the parties or any person or circumstances, is held invalid, such invalidity shall not affect other provisions or applications of this IGA which can be given effect, without the invalid provision or application and to this end the provisions of this IGA are declared to be severable.

XIII. Conflict of Interest

This IGA is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511, the pertinent provisions of which are incorporated herein for reference.

XIV. Non-Appropriation

The parties recognize that performance under this IGA may be dependent upon the appropriation of funds by either the Pima County Board of Supervisors or the Legislature of the State of Arizona, as applicable. Notwithstanding any other provision in this IGA, either party may reduce the scope of its involvement with this IGA, if appropriate, or cancel this IGA without further duty or obligation by delivering written notice to the other party as soon as reasonably possible after the unavailability of said funds comes to the noticing party's attention.

XV. Workers' Compensation

Each party shall comply with the notice provision 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 Workers' Compensation benefits or other fringe benefits of said employees and volunteers.

XVI. No Joint Venture

It is not intended by this IGA to, and nothing contained in this IGA shall be construed to, create any partnership, joint venture or employment relationship between the parties or create any employer-employee relationship between County and any University employees, or between The University of Arizona and any County employees. Neither party shall be liable for any debts, accounts, obligations or 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.

XVII. No Third Party Beneficiaries

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

XVIII. Notice

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

COUNTY:

Director

Pima County Health Department
3950 S. Country Club, Suite 100
Tucson, Arizona 85714-2056

Public Health Emergency Preparedness
Pima County Health Department
3950 S. Country Club Rd, Suite 100
Tucson, Arizona 85714-2056

UNIVERSITY OF ARIZONA:

Senior Vice President for Student Affairs
and Enrollment Management, and
Chair of the UA Campus Emergency
Response Team (UACERT)
The University of Arizona
P.O. Box 210066
Tucson, Arizona 85721-0066

XIX. 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 IGA shall not be modified, amended, altered or extended except through a written amendment signed by the parties and recorded with the Pima County Recorder, or Arizona Secretary of State, whichever is appropriate.

PIMA COUNTY

ARIZONA BOARD OF REGENTS

on behalf of the UNIVERSITY OF
ARIZONA

Richard Elias, Chairman
Pima County Board of Supervisors

Lewis Barbieri, Director
Office of Research & Contract Analysis

Date: _____

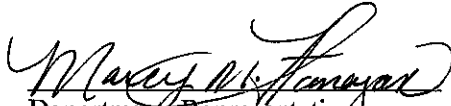
Date: _____

ATTEST:

Clerk of the Board

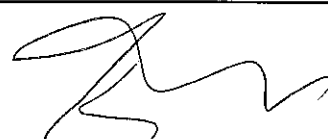
Date: _____

APPROVED AS TO CONTENT


Department Representative

Date: 12.31.2018

Pursuant to A.R.S. § 11-952, the undersigned public 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.

 _____ Deputy Pima County Attorney Date <u>12/14/18</u>	 _____ Assistant Attorney General Date
---	---

ATTACHMENT A

SCOPE OF WORK

University shall:

1. Notify the Pima County Health Department of who will be the Point of Contact (POC) to be contacted for situational awareness and planning when the County and/or the State of Arizona has requested Strategic National Stockpile assets:

Primary POC

Name:

Position: Executive Director, Campus Health Services

Contact information : (520) 621-7428 or (520) 979-9379

Secondary POC

Name:

Position: Chief – University of AZ Police Department

Contact information: (520) 621-3507 or (520) 907-9386

2. POC and County Liaison, as requested, will work together to address incident planning and provide logistical and planning information back to the University's Incident Command Post (ICP).
3. Be responsible for the planning, development and making operational the Points of Dispensing (PODs) at the University's identified sites.
4. Identify the number and needs of the students, employees, employees' immediate family members, University retirees and for surrounding community residents in the Catchment Area and communicate this to the County.
5. Develop an incident action plan (IAP), determine operational periods, and establish an Incident Command System for the operationalization of PODs.
6. Identify a Public Information Officer (PIO) and participate in the Pima County Joint Information Center to facilitate the development and dissemination of timely and accurate public risk messages.
7. Provide all security needed to receive, stage, and distribute/dispense SNS assets at POD sites.
8. Develop internal processes for the safe handling, storage, and disposal of all medications, vaccines and other hazardous materials related to site(s) operations.
9. Provide secure storage for medication/vaccine, assuring that the cold chain for the handling of vaccines is maintained throughout operation.

10. Use standardized Cold Chain forms and be responsible for notifying the Pima County Health Department of any break in the Cold Chain procedure.
11. With assistance from County, as requested, recruit, credential/verify, and train staff and volunteers to be used in University POD operations.
12. Provide food, water, Personal Protective Equipment ("PPE") and in some cases, lodging, for staff and volunteers utilized during a POD operation.
13. Bear all necessary and reasonable operational expenses incurred for the provision of services at identified University PODs, as subject to reimbursement from the Federal Emergency Management Agency ("FEMA") or other applicable funding sources of which the University would be entitled.
14. Maintain a stockpile in a quantity as determined by the University of medical supplies, medications, PPE, office supplies, furniture and signage, as applicable and to the extent such resources are available and appropriate, for the provision of services at identified University PODs.
15. Document provision of care and collected data provided at identified University PODs using standardized templates and standard data formats as recommended and/or supplied by the Pima County Health Department and/or Centers for Disease Control and Prevention (CDC).
16. Provide administrative support for the transmission of such predetermined data collected to Pima County Health Department via secure transmission as determined by incident.
18. Provide legally required translation services as needed for limited English proficient community members seeking services at University PODs or Treatment Centers.
19. Provide legally required accommodations (Americans with Disabilities Act) as needed for disabled community members seeking services at University PODs.
20. Document the use of resources and staff overtime related to incident response for eligible FEMA reimbursement claims.

County shall:

1. Immediately notify the University when SNS assets have been requested, there is a need to provide prophylaxis, treatment, or triage to residents of Pima County, and the University will need to stand up POD sites or treatment centers.
2. Promptly notify the University when SNS assets have been received and staged at the County Receipt, Staging and Storing (RSS) warehouse. Transportation of assets will be arranged at this time.
3. Allocate SNS assets to the University based on availability and on the recommendation provided by the CDC.