



BOARD OF SUPERVISORS AGENDA ITEM REPORT
CONTRACTS / AWARDS / GRANTS

☐ Award ☒ Contract ☐ Grant

Requested Board Meeting Date: July 6, 2021

*** = Mandatory, information must be provided**

or Procurement Director Award ☐

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

Arizona Board of Regents, University of Arizona

***Project Title/Description:**

Reimbursement of Costs at COVID-19 Vaccination Point of Dispensing Site

***Purpose:**

Provide for reimbursement for costs of operating a COVID-19 Vaccination Point of Dispensing (POD) Site while the POD was operating as a County vaccination site from January 11, 2021 to February 18, 2021. This is not a service agreement, but rather an agreement to pay the University retroactively for the time it operated the POD for the County. The IGA term covers the time period the County will need to make those payments.

***Procurement Method:**

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

***Program Goals/Predicted Outcomes:**

The University POD, along with the other PODs operating at the same time, sought to vaccinate as many eligible residents of Pima County as supply allowed as quickly as possible.

***Public Benefit:**

The POD at the University of Arizona initially targeted primarily teachers and those in education, one of the first groups to open up after health care providers and first responders. By vaccinating teachers the schools were able to reopen and provide in-person teaching. Vaccinations were provided to anyone in an eligible category, however, not just to those in education.

***Metrics Available to Measure Performance:**

- number of vaccines scheduled & number administered
- number of staff and volunteers working
- number of doses wasted
- number of adverse reactions requiring referral to hospital

***Retroactive:**

No. This IGA is for payment. Services were provided in January and February 2021, but the term of the payment agreement begins July 7, 2021.

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TO: COB 6-30-2021 (1)

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Pgs: 7

Revised 5/2020

Page 1 of 2

Procure Dept 06/30/21 PM 02:25

Contract / Award Information

Document Type: CT Department Code: HD Contract Number (i.e., 15-123): 21-512
Commencement Date: 07/07/2021 Termination Date: 08/17/2021 Prior Contract Number (Synergen/CMS): N/A
☒ Expense Amount: \$* 1,300,000.00 ☐ Revenue Amount: \$

*Funding Source(s) required: FEMA Public Assistance Program

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? Vendor

Were insurance or indemnity clauses modified? ☐ Yes ☒ No

If Yes, attach Risk's approval.

Vendor is using a Social Security Number? ☐ Yes ☒ No

If Yes, attach the required form per Administrative Procedure 22-10.

Amendment / Revised Award Information

Document Type: Department Code: Contract Number (i.e., 15-123):
Amendment No.: AMS Version No.:
Commencement Date: New Termination Date:
Prior Contract No. (Synergen/CMS):
☐ Expense 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):
Commencement Date: Termination Date: Amendment Number:
☐ Match Amount: \$ ☐ Revenue Amount: \$

*All Funding Source(s) required:

*Match funding from General Fund? ☐ Yes ☐ No If Yes \$ %

*Match funding from other sources? ☐ Yes ☐ No If Yes \$ %

*Funding Source:

*If Federal funds are received, is funding coming directly from the Federal government or passed through other organization(s)?

Contact: Sharon Grant

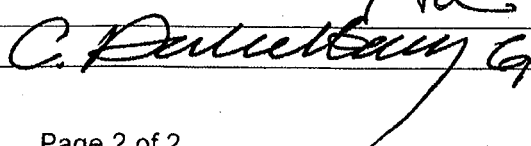
Department: Health

Telephone: 724-7842

Department Director Signature/Date:  06/30/21

Deputy County Administrator Signature/Date:

County Administrator Signature/Date:
(Required for Board Agenda/Addendum Items)

 30 June 21

Contract No: CT-HD-21-512 Amendment No: _____

This number must appear on all correspondence and documents pertaining to this contract

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

Project: Reimbursement of Costs at COVID-19 Vaccination Point of Dispensing Site

Parties:

<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

Amount: Not to exceed \$1,300,000

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 covering the costs of operating a COVID-19 Vaccination Point of Dispensing Site.

WHEREAS, in accordance with A.R.S. § 11-952, County and University are authorized to enter into agreements with each other for joint cooperative actions; and

WHEREAS, County seeks to use available federal funds from the Federal Emergency Management Agency (FEMA) to reimburse University for their operation and management of a public COVID-19 vaccination point of dispensing site to the residents of Pima County; and

WHEREAS, the University began providing a location, staff, and volunteers, managed by the University, to support the County's need to vaccinate the public for COVID-19 on January 11, 2021; and

WHEREAS, University ceased operating a County vaccination site on February 18, 2021 and became an Arizona Department of Health Services vaccination site; and

WHEREAS, University incurred costs from January 11, 2021 to February 18, 2021 that may be eligible for reimbursement from County on a case by case basis. University may have also incurred some costs immediately after the vaccination site ceased operating as a County vaccination site, which may also be eligible for reimbursement from County on a case by case basis;

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

ARTICLE I - TERM

- A. This Agreement shall commence on July 7, 2021 and shall terminate on August 17, 2021, unless sooner terminated pursuant to the provisions of this Agreement.

ARTICLE II - PAYMENT

- A. In consideration of the services already provided by University at the public COVID-19 vaccination point of dispensing site, County agrees to pay University a reasonable and proportional allocation of costs in an amount not to exceed \$ 1,300,000. University shall be paid on a cost reimbursement basis. County shall compensate University for FEMA Public Assistance (PA) reimbursable direct costs associated with supplying the personnel, equipment, and facilities that were necessary to carry out University's responsibilities at the public COVID-19 vaccination point of dispensing site while operating as a County

vaccination site. County will provide University with necessary documentation detailing FEMA allowable expenses and will reimburse University in accordance with the Public Assistance Program and Policy Guide (PAPPG). County will be the final arbiter of allowable expenses and necessary substantiating documentation University must provide to County.

- B. County will reimburse University on net-30 terms irrespective of FEMA PA reimbursement, and, once issued, County reimbursement to University will not be reduced based on actual FEMA PA reimbursement to County.
- C. To request payments, University must submit invoice(s) to County for services provided. Invoice(s) must include University's name and address, Invoice Date, Invoice Number, Dates of Service, and Total Amount being billed. University must also submit adequate documentation, in accordance with PAPPG requirements, detailing the date of the expense, nature of the expense, and confirmation that the funds have been expended from the University. University's documentation or reporting must, in accordance with PAPPG requirements, conclusively show that the time and effort being billed by University was expended on the public COVID-19 vaccination point of dispensing site. Unless otherwise required by PAPPG or other funding source requirements, the University will provide County with its standard system generated payroll reports from the University's federally approved accounting system. The standard payroll reports will provide with each billing the monthly cumulative expenditures, a listing of general ledger transactions, and a labor ledger.
- D. County shall make checks payable to *The University of Arizona* and remit to the following address:

University of Arizona
Sponsored Projects & Contracting Services
PO Box 41867
Tucson, AZ 85717

ARTICLE III – 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 University's employees, volunteers and students while participating in this Agreement.

ARTICLE IV - INDEMNIFICATION

Each party (as "Indemnitor") agrees to defend, indemnify, and hold harmless the other party (as "Indemnatee") 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 Indemnatee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.

ARTICLE V - COMPLIANCE WITH LAWS

- A. The Parties 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 VI - INDEPENDENT CONTRACTOR

The status of University is that of an independent contractor. Neither University, nor its officers, agents or employees, will be considered an employee of Pima County or be entitled to receive any employment-related fringe benefits under the Pima County Merit System. University is responsible for payment of all federal, state and local taxes associated with the compensation received pursuant to this Agreement and will indemnify and hold County harmless from any and all liability which County may incur because of University's failure to pay such taxes. University is solely responsible for program development and operation.

ARTICLE VII - SUBCONTRACTORS

Nothing in this Agreement creates any obligation on the part of County to pay or see to the payment of any money due any subcontractor, except as may be required by law.

ARTICLE VIII - ASSIGNMENT

University may not assign its rights to this Agreement, in whole or in part, without prior written approval of County. County may withhold approval at its sole discretion, provided that County will not unreasonably withhold such approval.

ARTICLE IX - NON-DISCRIMINATION

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

ARTICLE X - AMERICANS WITH DISABILITIES ACT

University will 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.

ARTICLE XI - AUTHORITY TO CONTRACT

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

ARTICLE XII - FULL AND COMPLETE PERFORMANCE

The failure of either party to insist on one or more instances upon the full and complete performance of any of the terms or conditions of this Agreement to be performed on the part of the other, or to take any action permitted as a result thereof, is not a waiver or relinquishment of the right to insist upon full and complete performance of the same, or any other covenant or condition, either in the past or in the future. The acceptance by either party of sums less than may be due and owing it at any time is not an accord and satisfaction.

ARTICLE XIII - CANCELLATION FOR CONFLICT OF INTEREST

This Agreement is subject to cancellation for conflict of interest pursuant to ARS § 38-511, the pertinent provisions of which are incorporated into this Agreement by reference.

ARTICLE XIV - TERMINATION

Each party reserves the right to terminate this Agreement at any time and without cause by serving the other party thirty (30) days advance written notice of such intent to terminate. In the event of such termination, County's only obligation to University will be payment for services rendered by University prior to the date of termination.

This Agreement may be terminated at any time without advance notice and without further obligation if either party is in default of any provision of this Agreement.

ARTICLE XV - DISPOSITION OF PROPERTY

The Parties do not contemplate joint acquisition of any property pursuant to this Agreement. Management and disposition of equipment, property, supplies, and other expendable property purchased by the University to comply with the terms of this Agreement shall be in accordance with the uniform standards set forth in 2 CFR part 200.310-317. The University may use its own property management standards and procedures provided it observes the provisions set forth in 2 CFR 200.310 through § 200.317. Supplies shall be managed in accordance with 2 CFR 200.314. Title to property acquired with Federal funds in support of the program or project herein vests with the University without further obligation to the Federal Government in accordance with § 200.312 (c).

ARTICLE XVI - NOTICES

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:

COUNTY:

Theresa Cullen, Director
Pima County Health Department
3950 S Country Club Rd, Suite 100
Tucson, AZ 85714

CONTRACTOR:

Director, Sponsored Projects & Contracting Services
The University of Arizona
P.O. Box 210158
888 N. Euclid Avenue, Room 510
Tucson, AZ 85721-0158

ARTICLE XVII - NON-EXCLUSIVE CONTRACT

University understands that this Agreement is nonexclusive and is for the sole convenience of County. County reserves the right to obtain like services from other sources for any reason.

ARTICLE XII - OTHER DOCUMENTS / GRANT COMPLIANCE

Reserved.

ARTICLE XIX - REMEDIES

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

ARTICLE XX – 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 XXI - NON-APPROPRIATION

The performance of both Parties may be dependent upon the appropriation of funds by each Party's governing, legislative authority. 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. Each Party agrees to notify the other Party as soon as reasonably possible after the unavailability of said funds comes to its attention.

ARTICLE XXII - 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 XXIII – 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.

ARTICLE XXIV – LEGAL ARIZONA WORKERS ACT COMPLIANCE

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

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

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

University will advise each subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form:

"SUBCONTRACTOR hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to SUBCONTRACTOR's employees, and with the requirements of A.R.S. § 23-214 (A). SUBCONTRACTOR further agrees that County may inspect the SUBCONTRACTOR'S books and records to ensure that SUBCONTRACTOR is in compliance with these

requirements. Any breach of this paragraph by SUBCONTRACTOR is a material breach of this contract subjecting SUBCONTRACTOR to penalties up to and including suspension or termination of this contract."

Any additional costs attributable directly or indirectly to remedial action under this Article will be the responsibility of University. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of University's approved construction or critical milestones schedule, such period of delay will be excusable delay for which University will be entitled to an extension of time, but not costs.

ARTICLE XXV – ISRAEL BOYCOTT CERTIFICATION

University hereby certifies that it is not currently engaged in and will not for the duration of this Agreement engage in, a boycott of Israel as defined by A.R.S. § 35-393.01. Violation of this certification by University may result in action by County up to and including termination of this Agreement.

ARTICLE XXVI - 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 may be modified, amended, altered or extended only by a written amendment signed by the parties.

SIGNATURE PAGE TO FOLLOW

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

Christopher J. Barnhill

Name (please print)

ATTEST

Contracts Manager - Industry

Title (please print)

Clerk of the Board

06/30/21

Date

Date

APPROVED AS TO CONTENT

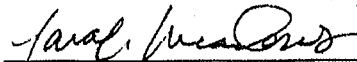


Health Department Director

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



University Associate General Counsel

6/28/2021

Date

6-30-2021

Date