Date: August 24, 2021

To: The Honorable Chair and Members  
   Pima County Board of Supervisors

From: C.H. Huckelberry  
   County Administrator

Re: Tohono O’odham Nation Request of Assistance with COVID-19 Response

Earlier this month, Dr. Cullen received a request for assistance from the Chairman Ned Norris on behalf of the Tohono O’odham Nation. (Attachment 1) Specific assistance is solicited to expand mobile COVID-19 testing, vaccination and mitigation within the Nation’s boundaries.

This request is in keeping with the Inter-Governmental Agreement that the Nation and the County have historically maintained with each other, and most recently reaffirmed by the Board of Supervisors on April 6 of this year. (Attachment 2 and 3) For this reason, I have directed Dr. Cullen to continue to work collaboratively with her Tohono O’odham counterparts to increase the capacity of the Nation to serve its people and to provide the requested assistance with the goal of decreasing the overall impact of COVID-19 to our communities.

Our long-standing partnership with the Nation has been mutually beneficial and has served the interest of both parties in this pandemic response. From very early on, the Nation’s public health and health care enterprise leadership engaged consistently and constructively, even to the extent of sharing resources and expertise with our hospital partners and our public health agency. We stand ready to provide the support requested by the Chairman.

CHH/dym

Attachments

c: Jan Lesher, Chief Deputy County Administrator  
   Carmine DeBonis, Jr., Deputy County Administrator for Public Works  
   Francisco Garcia, MD, MPH, Deputy County Administrator & Chief Medical Officer,  
   Health and Community Services  
   Terry Cullen, MD, MS, Public Health Director, Health Department
August 17, 2021

Theresa Cullen, MD, MS
Public Health Director
Pima County Health Department
3950 S. Country Club
Tucson, Arizona 85714

Dear Dr. Cullen:

As Chairman of the Tohono O’odham Nation I am requesting assistance and collaboration with the Pima County Health Department (PCHD) in our ongoing efforts to reduce COVID-19-related impacts for our communities within the Tohono O’odham Nation. We would like to rely upon the recently executed Intergovernmental Agreement (IGA) between the Tohono O’odham Nation and the PCHD to expand mobile COVID-19 testing, vaccination and mitigation activity at the request of and with the Nation, as outlined in the IGA.

With new information about increased community transmission of the COVID-19 variants in Pima County and across the country, we support the vaccination of as many tribal members as possible to prevent further spread of the disease. As such, we wish to expand our testing, vaccination and community education and outreach efforts so that every one who wants to get a vaccination can do so. TON will partner PCHD and the State’s contracted vaccination partners, such as Premier Medical Group.

We look forward to working closely with key personnel from the PCHD who will assist with coordination efforts to provide needed support and resources, as available. Our response efforts will continue to be led by our Tohono O’odham Nation’s Unified Command Structure, and other designated health care and public health entities, including the Tohono O’odham Nation Health Care and Tohono O’odham Department of Health and Human Services. We also plan to work closely with our public schools and Bureau of Indian Education schools on the Nation, and other relevant entities as identified by Tribal and District leadership.

We appreciate our ongoing partnership and shared efforts to combat COVID-19 to protect the health of our communities.

Sincerely,

Ned Norris, Jr.
Chairman
Tohono O’odham Nation
INTER-GOVERNMENTAL AGREEMENT
BETWEEN
THE TOHONO O'ODHAM NATION
AND
PIMA COUNTY

This Inter-Governmental Agreement (Agreement) is made and entered into by and between the Tohono O'odham Nation, a federally recognized Indian tribe, on behalf of Tohono O'odham Nation Health Care ("TONHC") and Pima County, a body politic and corporate of the State of Arizona (the County) on behalf of the Pima County Health Department ("PCHD").

Background and Purpose

TONHC is a tribal health organization that provides comprehensive health care services on the Tohono O'odham Reservation in Arizona. TONHC provides such services under a Compact and Funding Agreements with the Secretary of Health and Human Services as authorized by Title V of the Indian Self-Determination and Education Act of 1975, as amended, 25 U.S.C. §§ 5301-5423.

PCHD is the health department for the county that encompasses much of the Tohono O'odham Reservation.

Both parties wish to build off the successes of the long-standing Inter-Governmental Agreement related to public health data sharing and identification activities of reportable infectious diseases between the Tohono O'odham Nation Department of Health and Human Services (TONHHS) and the PCHD. See CTN-HD-12-192. This separate Agreement is necessary due to the novel coronavirus (COVID-19) global pandemic. Both parties share an interest in ensuring adequate COVID-19 testing to mitigate the spread of COVID-19 throughout the Reservation and surrounding areas, and to vaccinate as many Nation members as possible to prevent further spread of disease and to protect the population. Therefore, the Parties wish to enter into this Agreement in order for PCHD to provide staff to participate in TONHC vaccination events and mass testing operations. The purpose of this Agreement is to clarify the relative roles and responsibilities of both parties.

NOW, THEREFORE, the Parties agree as follows:


1.1. PCHD agrees to do the following:
A. Provide qualified staff to participate in mass testing or vaccination events held by TONHC. These individuals must be qualified to conduct the testing or administer vaccinations without further training or certification. PCHD will coordinate with the TONHC Public Health Officer or designee regarding dates of events and number of staff needed.
B. Process the COVID-19 test samples, including completing any mandatory reporting to the State of Arizona and/or CDC.
C. Upon the request of TONHC, submit COVID-19 test samples for genetic sequencing and report the genetic sequencing results to TONHC.
D. Perform contact tracing and required follow up with individuals that have a positive COVID-19 test result.
E. Collect appropriate releases from patients for testing or vaccination.
F. Provide PPE for PCHD employees collecting test samples or working at the testing or vaccination event.
G. Provide supplies for COVID-19 vaccinations, such as the vaccine vials, needles, record cards, patient education, bandages and any other necessary vaccination supplies.

1.2. **TONHC agrees to do the following:**
A. Provide Medical Direction regarding mass testing and vaccination events for the community. No testing or vaccination events will occur without the express written consent of TONHC by its CEO or his/her designee.
B. TONHC will provide the COVID-19 viral transport media and swabs for testing events. In the event of a supply chain disruption, PCHD may provide the viral transport media and swabs and TONHC will reimburse PCHD its actual cost for the viral transport media and swabs necessary to facilitate TONHC’s testing request.
C. TONHC will request that the State of Arizona direct a portion of TONHC’s COVID-19 vaccine allocation to PCHD in order for PCHD to carry out the vaccination pods contemplated under this Agreement by TONHC.

2. **Confidentiality and Release.**

PCHD is responsible for collecting release and consent forms from a parent or guardian (for individuals tested under age 18) or from individuals 18 and over tested and/or vaccinated under this program. Such forms must include consent to release positive test results to TONHC.

3. **Financial Terms.**

3.1 **Payment.** Each party will be responsible for the costs of services provided under this Agreement. PCHD will pay for staff time spent performing services under this Agreement, as detailed in Section 1.1. TONHC will pay for the costs of testing supplies, and any TONHC staff time spent performing services under this Agreement, as detailed in Section 1.2.

3.2 **Relationship of the Parties.** This Agreement is not intended to establish an employer-employee relationship, joint venture, or partnership, either expressly or by implication, and shall not be construed or interpreted otherwise.

4. **Cooperation.**

4.1 **Generally.** Both Parties shall designate a representative as Primary Contact for purposes of this Agreement. In the event the Primary Contact changes, the party shall provide the other party with written notice within ten days (10) of the change. The Parties agree to
communicate openly and completely about issues that may affect the quality or efficiency of the Services.

4.2 Assistance with Litigation or Claims. To the extent claims are made by a third-party or litigation is initiated relating to the Parties’ performance of its obligations under this Agreement, the Parties agree to cooperate in responding to such claims, including to make its employees available to testify as witnesses or to make itself otherwise reasonably available to the other Party.

5. Term and Termination.

5.1 Term. The initial term of this Agreement begins April 7, 2021 and will continue for five (5) years, unless terminated earlier as provided elsewhere in this Agreement.

5.2 Termination for Convenience. This Agreement may be terminated for convenience by either Party at any time upon written notice to the other Party. In the event a Party terminates the Agreement for convenience: upon receipt of the Notice of Termination, the Party receiving Notice of Termination will promptly discontinue all contractual performance, unless the Notice provides for a later effective date.

5.3 Termination for Conflict of Interest. This Agreement is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511, the pertinent provisions of which are incorporated into this Agreement by reference.

5.4 Non-Appropriation of Funds. Notwithstanding any other provision in this Agreement, either party may terminate this Agreement if for any reason there are not sufficient appropriated and available monies for the purpose of maintaining either party’s or other public entity obligations under this Agreement. In the event of such termination, neither party will have any further obligation to the other party other than to pay for services rendered prior to termination.


Any Notice required to be given under this Agreement shall be delivered by hand or mail to the Parties at their respective addresses. Notice shall be deemed effective upon receipt.

<table>
<thead>
<tr>
<th>TONHC</th>
<th>PCHD</th>
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<tbody>
<tr>
<td>ATTN: CEO</td>
<td>Theresa Cullen, MD, Director</td>
</tr>
<tr>
<td>PO Box 548</td>
<td>Pima County Health Department</td>
</tr>
<tr>
<td>Sells, AZ 85634</td>
<td>3950 S. Country Club Rd., Suite #100</td>
</tr>
<tr>
<td></td>
<td>Tucson, AZ 85714</td>
</tr>
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</table>
7. Legal Liability.

7.1 Each party shall be responsible for claims, losses, damages and expenses, which may arise out of negligent or wrongful acts or omissions of that party or its agents or employees, acting within the scope of their duties in the performance of this Agreement.

7.2 Notwithstanding Section 7.1, TONHC is a tribal organization performing functions under a contract with the United States authorized by the Indian Self-Determination and Education Assistance Act, 25 U.S.C. §§ 5301-5423. Consequently, TONHC is deemed to be part of the U.S. Department of Health and Human Services while carrying out any such contract, and its employees are deemed to be employees of the Public Health Service while acting within the scope of their employment in carrying out the contract. As such, they are protected from civil liability by various federal laws, including 25 U.S.C. §§ 5321(d), 1680c(d), section 314 of Public Law 101-512, and the provisions of the Federal Tort Claims Act (28 U.S.C. §§ 1346(b), 2671-2680), including its defenses and immunities, will apply to TONHC. Nothing in this Agreement shall be construed to prejudice TONHC in any way or waive any of TONHC’s rights or privileges pursuant to federal law, including the full protection and coverage of the Federal Tort Claims Act, including its defenses and immunities, nor does it waive TONHC’s or the Nation’s sovereign immunity from suit, nor does it waive any rights pursuant to the Indian Self-Determination and Education Assistance Act, 25 U.S.C. §§ 5301-5423, as amended.

8. Amendments/Modifications.

This Agreement may be amended only in writing executed by the Parties.

9. Integration.

This Agreement incorporates and supersedes all prior Agreements by the Parties on the matters contained herein.

10. Assignments.

This Agreement may not be assigned, sold, transferred, or encumbered by either Party without the prior written consent of both Parties. Such consent may be withheld for any reason or no reason. Any attempts to assign this Agreement without consent shall be null and void, and the Agreement shall terminate.

11. Force Majeure

Each Party shall not be liable for its respective failure to perform any of its obligations under this Agreement if prevented from performing such obligation by a cause beyond its respective reasonable control which by the use of due diligence of TONHC or PCHD, as the case may be, shall not have been able to overcome, including, but not limited to: acts of God, natural disaster, civil commotion, quarantine, fire, labor disputes or any action or non-action by the United States Government, including changes in existing legislation affecting the subject matter of this agreement.

If a dispute should arise over the terms of this Agreement that the Parties are unable to resolve between themselves, the representatives of the Parties shall meet in a formal discussion session to attempt to resolve the dispute.

13. Compliance with Laws.

The Parties intend to fully comply with all applicable laws and regulations. The Parties agree that any portion of this Agreement, or any act or practice of the Parties in carrying out this Agreement, that is determined to be out of compliance with law shall be promptly amended or reformed.


The parties acknowledge that Pima County is a hybrid covered entity as described in 45 C.F.R. §160.103 of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), and is required to comply with the provisions of HIPAA with respect to safeguarding the privacy, confidentiality and security of protected health information. For purposes of this Agreement, TONHC is the covered entity and Pima County is the Business Associate. Pima County acknowledges that it may obtain confidential personal health information in the course of its performance under the terms of this Agreement. “Confidential personal health information” includes information that could be used to identify a participant, information pertaining to the participant’s care, treatment or experience in TONHC’s program, and information pertaining to the cost of, payment for, or collections activities related to participant’s care, treatment and experience in TONHC’s program. Pima County agrees to maintain the privacy, confidentiality and security of information it may obtain in the course of its performance under this Agreement. In the course of performance under this Agreement, Pima County will comply with the Privacy, Security, Breach Notification, and Enforcement Rules of HIPAA, as well as all other applicable federal and state privacy laws. In the event, and to the extent, that Pima County meets the definition of a Business Associate under HIPAA, Pima County also agrees to be bound by the Business Associate Agreement (BAA) attached as Attachment A (8 pages) which is incorporated into this agreement. In particular, Pima County agrees that:

14.1 Any confidential personal health information that Pima County may obtain in the course of performance under this Agreement shall remain the sole property of TONHC; and

14.2 Pima County shall establish and maintain procedures and controls that are acceptable to TONHC to assure that no confidential personal health information contained in its records or obtained from TONHC or from others in carrying out its functions under this Agreement shall be used by or disclosed by Pima County, its agents, officers, employees or subcontractors, except as required in the performance of its obligations under the terms of this Agreement; and

14.3 Pima County shall not remove any confidential personal health information from TONHC premises, if applicable; and
14.4 Any other information pertaining to individual persons shall not be divulged other than to employees or officers of Pima County as needed for the performance of its duties under this Agreement, or to TONHC.

15. Authority and Representations.

Each Party represents and warrants that: (1) it is authorized and empowered to enter into and perform this Agreement; (2) it has approved and authorized the execution, delivery, and performance of this Agreement insofar as it pertains to the obligations of the Party; (3) all action that may be necessary for the approval, execution, and delivery of this Agreement has been taken; and (4) all of the required and necessary approvals, authorizations, and actions are in effect at the time of the execution and delivery of this Agreement.


This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The signature pages from one or more counterpart may be removed from such counterpart and attached to a single instrument.
17. **Signatures.**

<table>
<thead>
<tr>
<th>Tohono O’odham Nation</th>
<th>PCHD</th>
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<tbody>
<tr>
<td>By: [Signature]</td>
<td>By: [Signature]</td>
</tr>
<tr>
<td>(Authorized Representative) Date</td>
<td>(Authorized Representative) Date</td>
</tr>
<tr>
<td>Printed Name: Ned Norris, Jr.</td>
<td>Printed Name: Sharon Bronson</td>
</tr>
<tr>
<td>Title: Chairman</td>
<td>Title: Chair, Board of Supervisors</td>
</tr>
</tbody>
</table>

**ATTEST:**

[Signature]

Clerk of the Board

**APR 06 2021**

Date

**APPROVED AS TO CONTENT**

[Signature]

Department Representative

**03/30/2021**

Date

**ATTORNEY CERTIFICATION**

The foregoing Agreement between Pima County and the Tohono O’odham Nation has been reviewed pursuant to A.R.S. § 11 952 by the undersigned who have determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to those parties to the Agreement.

[Signature]

Attorney, Tohono O’odham Nation

Joshua Rees

Print Name

**05/11/2021**

Date

[Signature]

Deputy County Attorney

Jonathan Pinkley

Print Name

**3/29/21**

Date
Business Associate Agreement

WHEREAS, Tohono O'odham Nation Health Care ("Covered Entity") and Pima County, on behalf of the Pima County Health Department ("Business Associate"), (each, a "Party," and collectively, the "Parties") wish to enter into a Business Associate Agreement to ensure compliance with the Privacy, Security, Breach Notification, and Enforcement Rules of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA Privacy and Security Rules") (45 C.F.R. Parts 160 and 164); and

WHEREAS, the Health Information Technology for Economic and Clinical Health ("HITECH") Act of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, modified the HIPAA Privacy and Security Rules (hereinafter, all references to the "HIPAA Privacy and Security Rules" include all amendments thereto set forth in the HITECH Act and any accompanying regulations); and

WHEREAS, the Parties have entered into a written or oral arrangement or arrangements (the "Underlying Agreement") whereby Business Associate will provide certain services to Covered Entity that require Business Associate to create, receive, maintain, or transmit Protected Health Information ("PHI") on Covered Entity's behalf, and accordingly Business Associate may be considered a "business associate" of Covered Entity as defined in the HIPAA Privacy and Security Rules; and

WHEREAS, Business Associate and Covered Entity wish to comply with the HIPAA Privacy and Security Rules, and Business Associate wishes to honor its obligations as a business associate to Covered Entity.

THEREFORE, in consideration of the Parties’ continuing obligations under the Underlying Agreement, the Parties agree to the provisions of this Business Associate Agreement ("Agreement").

Except as otherwise defined herein, any and all capitalized terms in this Agreement shall have the definitions set forth in the HIPAA Privacy and Security Rules. In the event of an inconsistency between the provisions of this Agreement and mandatory provisions of the HIPAA Privacy and Security Rules, as amended, the HIPAA Privacy and Security Rules in effect at the time the inconsistency is discovered shall control. Where provisions of this Agreement are different than those mandated by the HIPAA Privacy and Security Rules, but are nonetheless permitted by the HIPAA Privacy and Security Rules, the provisions of this Agreement shall control.

I. PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE

A. Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Underlying Agreement, provided that such use or disclosure would not violate the HIPAA Privacy and Security Rules if done by Covered Entity.

B. Business Associate may use PHI in its possession for its proper management and administration and to fulfill any present or future legal responsibilities of Business Associate, provided that such uses are permitted under state and federal confidentiality laws.
C. Business Associate may disclose PHI in its possession to third parties for the purposes of its proper management and administration or to fulfill any present or future legal responsibilities of Business Associate, provided that:

1. the disclosures are required by law; or

2. Business Associate obtains reasonable assurances from the third parties to whom the PHI is disclosed that the information will remain confidential and be used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party, and that such third parties will notify Business Associate of any instances of which they are aware in which the confidentiality of the information has been breached.

D. Until such time as the Secretary issues regulations pursuant to the HITECH Act specifying what constitutes “minimum necessary” for purposes of the HIPAA Privacy and Security Rules, Business Associate shall, to the extent practicable, access, use, and request only PHI that is contained in a limited data set (as defined in 45 C.F.R. § 164.514(e)(2)), unless Business Associate requires certain direct identifiers in order to accomplish the intended purpose of the access, use, or request, in which event Business Associate may access, use, or request only the minimum necessary amount of PHI to accomplish the intended purpose of the access, use, or request.

II. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE

A. Business Associate agrees not to use or further disclose PHI other than as permitted or required by this Agreement or the Underlying Agreement or as required by state and federal law.

B. Business Associate agrees to use appropriate safeguards and to comply, where applicable, with 45 C.F.R. Part 164, Subpart C with respect to Electronic Protected Health Information, to prevent use or disclosure of PHI other than as provided for by this Agreement. Specifically, Business Associate will:

1. implement the administrative, physical, and technical safeguards set forth in 45 C.F.R. §§ 164.308, 164.310, and 164.312 that reasonably and appropriately protect the confidentiality, integrity, and availability of any PHI that it creates, receives, maintains, or transmits on behalf of Covered Entity, and, in accordance with 45 C.F.R. § 164.316, implement and maintain reasonable and appropriate policies and procedures to enable it to comply with the requirements outlined in 45 C.F.R. §§ 164.308, 164.310, and 164.312; and

2. report to Covered Entity any Security Incident, and any use or disclosure of PHI that is not provided for by this Agreement, of which Business Associate becomes aware without unreasonable delay and in no case later than thirty (30) calendar days after discovery.

C. Business Associate shall require each subcontractor that creates, receives, maintains, or transmits PHI on its behalf to enter into a business associate agreement or equivalent agreement containing the same restrictions on access, use, and disclosure of PHI as those applicable to Business Associate under this Agreement. Furthermore, to the extent that Business Associate...
provides Electronic PHI to a subcontractor, Business Associate shall require such subcontractor
to comply with all applicable provisions of 45 C.F.R. Part 164, Subpart C.

D. Business Associate agrees to comply with any requests for restrictions on certain
disclosures of PHI to which Covered Entity has agreed in accordance with 45 C.F.R. § 164.522
of which Business Associate has been notified by Covered Entity.

E. If Business Associate maintains a designated record set on behalf of Covered Entity, at
the request of Covered Entity and in a reasonable time and manner, Business Associate agrees to
make available PHI required for Covered Entity to respond to an individual’s request for access
to his or her PHI in accordance with 45 C.F.R. § 164.524. If Business Associate maintains PHI
in an electronic designated record set, it agrees to make such PHI available electronically to
Covered Entity or, upon Covered Entity’s specific request, to the applicable individual or to a
person or entity specifically designated by such individual, upon such individual’s request.

F. If Business Associate maintains a designated record set on behalf of Covered Entity, at
the request of Covered Entity and in a reasonable time and manner, Business Associate agrees to
make available PHI required for amendment by Covered Entity in accordance with the
requirements of 45 C.F.R. § 164.526.

G. Business Associate agrees to document any disclosures of Protected Health Information,
and to make PHI available for purposes of accounting of disclosures, as required by 45 C.F.R. §
164.528.

H. If Business Associate is to carry out one or more of Covered Entity’s obligations under
45 C.F.R. Part 164, Subpart E, Business Associate shall comply with the requirements of Subpart
E that apply to Covered Entity in the performance of such obligation(s).

I. Business Associate agrees that it will make its internal practices, books, and records
relating to the use and disclosure of PHI received from, or created or received by Business
Associate on behalf of, Covered Entity, available to the Secretary, in a time and manner
designated by the Secretary, to enable the Secretary to determine Business Associate’s or
Covered Entity’s compliance with the HIPAA Privacy and Security Rules. Business Associate
also shall cooperate with the Secretary and, upon the Secretary’s request, pursuant to 45 C.F.R. §
160.310, shall disclose PHI to the Secretary to enable the Secretary to investigate and review
Business Associate’s or Covered Entity’s compliance with the HIPAA Privacy and Security
Rules.

J. Unless expressly authorized in the Underlying Agreement, Business Associate shall not:

1. use PHI for marketing or fundraising;

2. use PHI to create a limited data set or to de-identify the information;

3. use PHI to provide data aggregation services relating to the health care operations of
Covered Entity; or
4. use or disclose PHI in exchange for remuneration of any kind, whether directly or indirectly, financial or non-financial, other than such remuneration as Business Associate receives from Covered Entity in exchange for Business Associate’s provision of the services specified in the Underlying Agreement.

5. Prior express written authorization from Covered Entity is required for Business Associate to access, store, share, maintain, transmit, use, or disclose PHI in any form via any medium with any entity or person, including the Business Associate’s employees and subcontractors, beyond the boundaries and jurisdiction of the United States. Authorization may be granted in the sole discretion of Covered Entity and, if granted, will be subject to additional conditions with which Business Associate must agree.

III. BUSINESS ASSOCIATE’S MITIGATION AND BREACH NOTIFICATION OBLIGATIONS

A. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement.

B. Following the discovery of a Breach of Unsecured PHI (“Breach”), Business Associate shall notify Covered Entity of such Breach without unreasonable delay and in no case later than thirty (30) calendar days after discovery of the Breach, and shall assist in Covered Entity’s breach analysis process, including risk assessment, if requested. A Breach shall be treated as discovered by Business Associate as of the first day on which such Breach is known to Business Associate or, through the exercise of reasonable diligence, would have been known to Business Associate. The Breach notification shall be provided to Covered Entity in the manner specified in 45 C.F.R. § 164.410(c) and shall include the information set forth therein to the extent known. If, following the Breach notification, Business Associate learns additional details about the Breach, Business Associate shall notify Covered Entity promptly as such information becomes available. Covered Entity shall determine whether Business Associate or Covered Entity will be responsible for providing notification of any Breach to affected individuals, the media, the Secretary, and/or any other parties required to be notified under the HIPAA Privacy and Security Rules or other applicable law. If Covered Entity determines that Business Associate will be responsible for providing such notification, Business Associate may not carry out notification until Covered Entity approves the proposed notices in writing.

C. Notwithstanding the provisions of Section III.B., above, if a law enforcement official states to Business Associate that notification of a Breach would impede a criminal investigation or cause damage to national security, then:

1. if the statement is in writing and specifies the time for which a delay is required, Business Associate shall delay such notification for the time period specified by the official; or

2. if the statement is made orally, Business Associate shall document the statement, including the identity of the official making it, and delay such notification for no longer than
thirty (30) days from the date of the oral statement unless the official submits a written statement during that time.

Following the period of time specified by the official, Business Associate shall promptly deliver a copy of the official’s statement to Covered Entity.

D. Business Associate shall bear Covered Entity’s costs of any Breach and resultant notifications, if applicable, to the extent the Breach arises from Business Associate’s negligence, willful misconduct, violation of law, violation of the Underlying Agreement, or violation of this Agreement.

IV. OBLIGATIONS OF COVERED ENTITY
A. Upon request of Business Associate, Covered Entity shall provide Business Associate with the notice of privacy practices that Covered Entity produces in accordance with 45 C.F.R. § 164.520.

B. Covered Entity shall provide Business Associate with any changes in, or revocation of, permission by an individual to use or disclose Protected Health Information, if such changes could reasonably be expected to affect Business Associate’s permitted or required uses and disclosures.

C. Covered Entity shall notify Business Associate of any restriction on the use or disclosure of PHI to which Covered Entity has agreed in accordance with 45 C.F.R. § 164.522, and Covered Entity shall inform Business Associate of the termination of any such restriction, and the effect that such termination shall have, if any, upon Business Associate’s use and disclosure of such Protected Health Information.

V. TERM AND TERMINATION
A. Term. The Term of this Agreement shall be effective as of the first effective date of any Underlying Agreement, and shall terminate upon later of the following events: (i) in accordance with Section V.C., when all of the PHI provided by Covered Entity to Business Associate or created or received by Business Associate on behalf of Covered Entity is returned to Covered Entity or destroyed (and a certificate of destruction is provided) or, if such return or destruction is infeasible, when protections are extended to such information; or (ii) upon the expiration or termination of the last of the Underlying Agreement.

B. Termination. Upon either Party’s knowledge of a material breach by the other Party of its obligations under this Agreement, the non-breaching Party shall, within twenty (20) days of that determination, notify the breaching Party, and the breaching Party shall have thirty (30) days from receipt of that notice to cure the breach or end the violation. If the breaching Party fails to take reasonable steps to effect such a cure within such time period, the non-breaching Party may terminate this Agreement and the Underlying Agreement without penalty.
Where either Party has knowledge of a material breach by the other Party and determines that cure is infeasible, prior notice of the breach is not required, and the non-breaching Party shall terminate the portion of the Underlying Agreement affected by the breach without penalty.

C. Effect of Termination.

1. Except as provided in paragraph 2 of this subsection C., upon termination of this Agreement, the Underlying Agreement or upon request of Covered Entity, whichever occurs first, Business Associate shall return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to PHI that is in the possession of subcontractors of Business Associate. Neither Business Associate nor its subcontractors shall retain copies of the PHI except as required by law.

2. In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide within ten (10) days to Covered Entity notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction of PHI is infeasible, Business Associate, and its applicable subcontractors, shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate and its applicable subcontractors maintain such Protected Health Information.

VI. MISCELLANEOUS

A. No Rights in Third Parties. Except as expressly stated herein or in the HIPAA Privacy and Security Rules, the Parties to this Agreement do not intend to create any rights in any third parties.

B. Survival. The obligations of Business Associate under Section V.C. of this Agreement shall survive the expiration, termination, or cancellation of this Agreement, the Underlying Agreement, and/or the business relationship of the Parties, and shall continue to bind Business Associate, its agents, employees, contractors, successors, and assigns as set forth herein.

C. Amendment. The Parties agree that this Agreement will be amended automatically to conform to any changes in the HIPAA Privacy and Security Rules as are necessary for each of them to comply with the current requirements of the HIPAA Privacy and Security Rules and the Health Insurance Portability and Accountability Act, unless a particular statutory or regulatory provision requires that the terms of this Agreement be amended to reflect any such change. In those instances where an amendment to this Agreement is required by law, the Parties shall negotiate in good faith to amend the terms of this Agreement within sixty (60) days of the effective date of the law or final rule requiring the amendment. If, following such period of good faith negotiations, the Parties cannot agree upon an amendment to implement the requirements of said law or final rule, then either Party may terminate this Agreement and the Underlying Agreement upon ten (10) days written notice to the other Party. Except as provided above, this Agreement may be amended or modified only in a writing signed by the Parties.
D. Assignment. Neither Party may assign its respective rights and obligations under this Agreement without the prior written consent of the other Party.

E. Independent Contractor. None of the provisions of this Agreement are intended to create, nor will they be deemed to create, any relationship between the Parties other than that of independent parties contracting with each other solely for the purposes of effecting the provisions of this Agreement and any other agreements between the Parties evidencing their business relationship. Nothing in this Agreement creates or is intended to create an agency relationship.

F. Governing Law. To the extent this Agreement is not governed exclusively by the HIPAA Privacy and Security Rules or other provisions of federal statutory or regulatory law, it will be governed by and construed in accordance with the laws of the state in which Covered Entity has its principal place of business.

G. No Waiver. No change, waiver, or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.

H. Interpretation. Any ambiguity of this Agreement shall be resolved in favor of a meaning that permits Covered Entity and Business Associate to comply with the HIPAA Privacy and Security Rules.

I. Severability. In the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the provisions of this Agreement will remain in full force and effect.

J. Notice. Any notification required in this Agreement shall be made in writing to the representative of the other Party who signed this Agreement or the person currently serving in that representative’s position with the other Party.

K. Entire Agreement. This Agreement constitutes the entire understanding of the Parties with respect to the subject matter hereof and supersedes all prior agreements, oral or written. In the event of any inconsistency between this Agreement and any other agreement between the Parties concerning the use and disclosure of PHI and the Parties’ obligations with respect thereto, the terms of this Agreement shall control.

L. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Agreement.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK
VII. Signatures

<table>
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<tr>
<th>Tohono O'odham Nation</th>
<th>PCHD</th>
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<tr>
<td>By: [Signature]</td>
<td>By: [Signature]</td>
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<tr>
<td>(Authorized Representative)</td>
<td>(Authorized Representative)</td>
</tr>
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<td>Date: APR 06 2021</td>
</tr>
<tr>
<td>Printed Name: Ned Norris, Jr.</td>
<td>Printed Name: Sharon Bronson</td>
</tr>
<tr>
<td>Title: Chairman</td>
<td>Title: Chair, Board of Supervisors</td>
</tr>
</tbody>
</table>

ATTEST:

[Signature]

Clerk of the Board

APR 06 2021

Date

APPROVED AS TO CONTENT

[Signature]

Department Representative

03/30/2021

Date

ATTORNEY CERTIFICATION

The foregoing Agreement between Pima County and the Tohono O'odham Nation has been reviewed pursuant to A.R.S. § 11 952 by the undersigned who have determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to those parties to the Agreement.

[Signature]

Attorney, Tohono O'odham Nation

Joshua Rees

Print Name

05/12/2021

Date

[Signature]

Deputy County Attorney

Jonathan Pinkney

Print Name

3/29/21

Date
Tohono O’odham Nation Infectious Disease Epidemiology Project
Inter-Governmental Agreement (IGA)

Between

Tohono O’odham Nation Department of Health and Human Services (TONHHS)

and

Pima County Health Department (PCHD)

BACKGROUND/STATEMENTS OF FOUNDATIONAL VALUES

The Tohono O’odham Nation (“The Nation”) undertook a study in FY 2008 which resulted in the document, *Needs Assessment for Communicable Disease Surveillance for the Tohono O’odham Nation*, prepared by Jose G. Siri, PhD/MPH and Kacey Ernst, PhD/MPH, completed in 2009. Among the document’s recommendations were to establish infectious disease epidemiological capacity within the Nation, and to improve public health cooperation and communication between the Nation and its non-tribal partner agencies. A specific recommendation in the report to achieve these goals is to secure formalized written agreements between the Nation, ADHS, the Tucson Area Indian Health Service, and the health departments for the counties of Maricopa, Pima and Pinal.

Exchange of information about reportable infectious diseases is an essential tool in achieving many of the most fundamental goals of public health. Infectious disease epidemiology is an inherently complicated endeavor, as no single person or institution will always have full access to all relevant information all of the time. A wide variety of clinicians, health care facilities, laboratories, public health agencies and other players have access to unique pieces of information that, individually, may not have much meaning beyond the care needs of a particular patient but, when examined collectively, reveal significant patterns and developments of great importance in public health. If the various governmental bodies involved in public health share information in a timely, technologically sustainable and responsible manner, then each entity will see a more complete picture. This better understanding will result in faster, more definitive responses to disease events, including outbreaks, the appearance of emerging diseases, and bioterrorism-related incidents.
Such exchanges of infectious disease information involving the Tohono O’odham Nation already occur, and much success in related public health efforts has been achieved. However, significant improvements in the speed and quality of responses can be achieved with improved data sharing and the development of in-house infectious disease epidemiology capabilities within TONHHS. In addition to improving the timeliness and accuracy of public health response, the existence of infectious disease epidemiology expertise within the TONHHS will also afford more culturally-appropriate responses and more fully serve the autonomous status of the Tohono O’odham Nation.

The external agencies that partner with TONHHS, namely the Indian Health Service, Arizona Department of Health Services (ADHS), PCHD, Pinal County Health and Human Services Department and Maricopa County Department of Public Health, have all had historical roles in exchanges of information and in organizing and responding to public health events occurring on the Nation and involving its members. It is anticipated that these agencies’ involvement will continue into the future.

I. PURPOSE & SCOPE

The purpose of this IGA is to clearly identify the roles and responsibilities of each party as they relate to public health data sharing and activities pursuant to the identification of reportable infectious diseases. Early identification of infectious reportable diseases is a well-established and fundamental activity within the practice of public health. It allows baseline disease rates to be determined which, in turn, allow outbreaks or other abnormal disease events to be identified and appropriate responses implemented. It also provides necessary information to allow intervention into certain routine (non-outbreak) disease events where public health actions can reduce disease rates and prevent outbreaks from occurring. To support these goals, The TONHHS and PCHD will cooperate by exchanging relevant public health data within designated time-frames and by using appropriate data sharing technologies.

Both TONHHS and PCHD should ensure that program activities are performed in compliance with all applicable laws, rules, and regulations especially as they relate to protecting patient privacy and maintaining the highest levels of data security.

II. RESPONSIBILITIES UNDER THIS IGA (TONHHS)

TONHHS shall undertake the following activities:

1. Check SIREN email and MEDSIS at least once during every business day to identify new cases and view updated information pertaining to existing cases.

2. Prioritize these cases for action.
3. Respond to high-priority morbidities within 24 hours. Perform investigations and interventions as dictated by the disease and circumstances.

4. Provide outbreak reports as appropriate.

5. Participate in outbreak workgroups involving morbidities affecting Tohono O’odham Nation.

6. Resolve (to the degree possible) all cases within 30 days of receipt and submit them to ADHS.

7. Report significant additional information about a case that becomes known to TONHHS after it has been submitted to ADHS.

8. Work with ADHS during year-end data closure activities to ensure that case classifications and case counts agree, or that discrepancies can be defined.

9. Work with county regarding cases of joint interest (e.g. possible transmission or exposure that crosses tribal boundaries) using the communication protocol agreed upon by both parties annually.

10. Maintain security and patient confidentiality at the highest levels practicable in accordance with HIPAA and other applicable laws (Section V). Information released to the public via press release or to tribal officials inside or outside TONHHS, who do not have a direct public health need to see specific patient information, shall only be provided in an aggregate or de-identified manner. Such details as patient name, date of birth, address, social security number and so forth must always be stripped away prior to such release. In addition, where circumstances such as a patient residing in a small community might allow his or her identity to be easily guessed, it may also be necessary to strip away other information such as patient age, gender, city or town of residence, etc.

Upon discovery of a breach of information, TONHHS will immediately notify PCHD of the nature, extent and timing of the breach and the identification of each individual whose protected health information has been, or is reasonably believed to have been accessed, acquired or disclosed during such breach. TONHHS will ensure that any potentially affected individuals receive appropriate notice, subject to review and approval by PCHD, and that all necessary and appropriate remedial action occurs. TONHHS shall be responsible for all costs of providing said notice to individuals whose protected health information was or was reasonably believed to have been breached.

11. Provide adequate epidemiological capacity for routine public health operations. If a single staff member is to be charged with infectious disease epidemiological responsibility, then at least two (2) back-up employees must be trained and available to handle infectious disease epidemiology functions in the event the
primary staff member is incapacitated or otherwise unable to perform these functions.

12. Provide overflow/mutual aid assistance, as resources allow, in the event of outbreaks or other public health urgencies arising in the partnering agency's jurisdiction.

III. RESPONSIBILITIES UNDER THIS IGA (PCHD)

PCHD shall undertake the following activities:

1. Provide technical assistance as available and appropriate.

2. Provide overflow/mutual aid assistance, as resources allow, in the event of outbreaks or other public health urgencies arising in the partnering agency's jurisdiction.

3. Promptly share additional relevant case information with TONHHS as it becomes available. Examples include infectious disease reports, laboratory results, and information about exposures (particularly if the patient works in food service, childcare or health care).

4. Share historical information/disease rates, etc. as requested.

5. Maintain security and patient confidentiality at the highest levels practicable at all times.

IV. TERMINATION

This Agreement may be modified by written consent of both parties. Furthermore, this Agreement may be terminated by either party upon thirty (30) days written notice. It may also be terminated by TONHHS if funding, human resources or other administrative considerations no longer allow the continued existence of infectious disease epidemiology services within the Nation. If this occurs, TONHHS shall provide written notice to PCHD 30 days in advance of the proposed termination so that a transition to externally provided epidemiology services can be implemented.

V. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

The parties acknowledge that the PCHD Epidemiology Program is a "covered entity" as defined in 45 CFR 160.103 of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), and is required to comply with the provisions of HIPAA with respect to safeguarding the privacy and confidentiality of protected health information. TONHHS acknowledges that it may obtain confidential personal health information of patients of Pima County in the course of TONHHS performance under the terms of this Agreement. "Confidential personal health information" includes information that could
be used to identify a patient, information pertaining to the patient’s care, treatment or experience in PCHD programs or Pima County medical facilities, and information pertaining to the cost of, payment for, or collections activities related to the patient’s care, treatment and experience in PCHD programs.

TONHHS agrees to maintain the privacy and confidentiality of information it may obtain in the course of its performance under this Agreement. In particular, TONHHS agrees that:

1. Any confidential personal health information that TONHHS may obtain from PCHD shall remain the sole property of PCHD; and,

2. TONHHS shall establish and maintain procedures and controls that are acceptable to PCHD to assure that no confidential personal health information contained in its records or obtained from PCHD or from others in carrying out its functions under this Agreement shall be used by or disclosed by TONHHS, its agents, officers, employees or subcontractors, except as required in the performance of its obligations under the terms of this Agreement; and,

3. TONHHS shall not remove any confidential personal health information from PCHD premises; and,

4. Any other information pertaining to individual persons shall not be divulged other than to employees or officers of TONHHS as needed for the performance of its duties under this Agreement, or to PCHD.

VI. FUNDING

This IGA imposes no new financial obligations between any of the signing parties nor does it remove or alter any financial obligations that otherwise exist between any of the signing parties.

(THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK)
VII. EFFECTIVE DATE AND SIGNATURE

This IGA shall be effective upon the signature of TONHHS and PCHD authorized officials and shall terminate June 30, 2017. The parties may extend this Agreement for an additional five (5) year period by mutual consent of the parties. TONHHS and PCHD indicate agreement with this IGA by their signatures.

Tohono O'odham Nation

Ned Norris, Jr., Chairman

Date

Pima County

Ramon Valadez, Chairman

Date

Attest

Robin Briggs

Clerk of the Board

Date

Reviewed

Sherry Daniels, Director

Date

Pima County Health Department

The attorney for the Tohono O'odham Nation has determined that the foregoing Intergovernmental Agreement is in proper form and is within the powers and authority of the entity.

Jonathan Grantzer

Legal Counsel, Tohono O'odham Nation

Date

Pursuant to A.R.S. § 11-952(D), the attorney for Pima County has determined that the foregoing Intergovernmental Agreement is in proper form and is within the powers and authority of the entity as granted under the laws of the State.

Deputy County Attorney, Pima County

Date
RESOLUTION NO. 2011 - 181

RESOLUTION OF THE PIMA COUNTY BOARD OF SUPERVISORS
APPROVING THE INTERGOVERNMENTAL AGREEMENT BETWEEN
PIMA COUNTY AND THE TOHONO O’ODHAM NATION, A
FEDERALLY RECOGNIZED INDIAN TRIBE

WHEREAS, Pima County Health Department monitors infectious disease trends in Pima County through its Infectious Disease Epidemiology Program; and

WHEREAS, the Tohono O’odham Nation wishes to participate with Pima County Health Department in the exchange of public health data and other activities relating to the identification of reportable infectious diseases in Pima County.

NOW THEREFORE BE IT RESOLVED that:

1. The Intergovernmental Agreement for the exchange of public health data and other activities relating to the identification of reportable infectious diseases between the Tohono O’odham Nation and Pima County is approved, and the Chairman of the Board of Supervisors is authorized to execute the Agreement; and

2. The appropriate County officers and employees are authorized and directed to perform all acts necessary or desirable to give effect to this Resolution.

PASSED by the Pima County Board of Supervisors this 15th day of November, 2011.

PIMA COUNTY BOARD OF SUPERVISORS

Ramon Valadez, Chairman

ATTEST:

[Signature]
Clerk of the Board

APPROVED AS TO FORM

[Signature]
Deputy County Attorney

NOV 15 2011
INTER-GOVERNMENTAL AGREEMENT AMENDMENT

WHEREAS, the Pima County Health Department (PCHD) and The Tohono O'odham Nation Department of Health and Human Services (TONHHS) entered into an Agreement for services as referenced above; and

WHEREAS, PCHD and TONHHS have agreed to extend their cooperation to include the provision of individual home visitation and group health education programs.

NOW, THEREFORE, it is agreed as follows:

REPLACE: Article I. PURPOSE & SCOPE with the following:

The purpose of this IGA is to clearly identify the roles and responsibilities of each party as they relate to public health data sharing and implementation of agreed upon programs. This agreement encompasses cooperation in Infectious Disease Epidemiology and Home Visitation/Group Health Education.

Early identification of infectious reportable diseases is a well-established and fundamental activity within the practice of public health. It allows baseline disease rates to be determined which, in turn, allow outbreaks or other abnormal disease events to be identified and appropriate responses implemented. It also provides necessary information to allow intervention in response to emerging infectious disease as well as proving for certain routine (non-outbreak) disease events where public health actions can reduce disease rates and prevent outbreaks from occurring. To support these goals, the TONHHS and PCHD will cooperate by exchanging relevant public health data within designated time-frames and by using appropriate data sharing technologies.

The Agreement also includes the provision of individual home visitation and group health education programs provided to Tohono O'odham Nation members at their homes or sites on the Nation. These services are delivered through a variety of PCHD programs including:

- Nurse Family Partnership
- Health Start
- Newborn Intensive Care Program (NICP)
- Child Care Health Consultation (CCHC)
- Healthy Living (Chronic Disease Self-Management)
Vaccine Preventable Disease
Surveillance of returned travelers from Ebola endemic countries
Or any other program that both parties agree that by working together would improve the health and well-being of the residents of the Tohono O'odham Nation that are in Pima and Pinal Counties.

Both TONHHS and PCHD shall ensure that program activities are performed in compliance with all applicable laws, rules, and regulations especially as they relate to protecting patient privacy and maintaining the highest levels of data security.

ADD: To Article II. RESPONSIBILITIES UNDER THIS IGA (TONHHS):

13. Work with the PCHD to develop a referral system for pregnant women and families with children under age two that would benefit from home visitation.

14. Provide referrals of child care providers that would be interested in participating in the Child Care Health Consultation program.

15. Refer individuals living with chronic disease that are interested in educational assistance to PCHD.

ADD: To Article III. RESPONSIBILITIES UNDER THIS IGA (PCHD):

6. The Nurse Family Partnership, Health Start and NICP programs will provide home visits by Registered Nurses or trained Community Health Workers to program eligible women and their families with the goal of improving the pregnancy outcomes of mothers and providing valuable knowledge and support to help lay a foundation to create a better life for the parents/caregivers, their children and their community.

7. The Child Care Health Consultation program will work with child care providers to assist them in providing clean and safe settings for the children under their care.

8. The Healthy Living program will facilitate groups for individuals living with chronic disease and their families.

The effective date of this Amendment shall be November 1, 2015.

(THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK)
All other provisions of the Agreement, not specifically changed by this Amendment, shall remain in effect and be binding upon the parties.

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

Pima County:

Sharon Brenson  
Chair, Board of Supervisors  

NOV 10 2015  
Date

Tohono O'odham Nation:

Signature

Edward D. Manuel  
Chairman

7/24/15  
Date

ATTEST

Robin Briggs  
Clerk of Board  

NOV 10 2015  
Date

APPROVED AS TO FORM:

Paula Piner  
Deputy County Attorney  

9/11/15  
Date

APPROVED AS TO CONTENT

Department Head  

4 September 2015  
Date
Pima County Department of Health

Project: Tohono O'odham Nation Infectious Disease / Expanded Health Services
Contractor: Tohono O'odham Nation
Contract No.: CTN-HD-12*0192
Contract Amendment No.: Two

Orig. Contract Term: 11/15/2011-06/30/2017
Termination Date Prior Amendment: 06/30/2017
Termination Date This Amendment: 06/30/2022

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The parties agree to amend the above-referenced contract as follows:

1. **Background/Statements of Foundational Values.** Change the end of the second paragraph as follows:
   
   From: ... the appearance of emerging diseases, and bioterrorism-related incidents
   
   To: ... the appearance of emerging diseases, and public health emergencies.

2. **Purpose & Scope.** The parties have revised Article I, Purpose & Scope, as follows:

   2.1 Change the third sentence of the first paragraph as follows:

   From: It allows baseline disease rates to be determined which, in turn, allow outbreaks or other abnormal disease events to be identified and appropriate responses implemented.

   To: It allows baseline disease events to be identified and appropriate responses implemented.

   2.2 Remove reference to the Newborn Intensive Care Program (NICP) on pages 1 and 2 of Amendment #1, as the Pima County Health Department no longer has this program.

3. **Responsibilities under this IGA (TONHHS), Article II.** Add the following activity:

   16. Coordinate vector-borne disease and mosquito control efforts with Pima County Health Department to increase regional capacity. Response coordination may include:

   • Coordinate public and media messaging
   • Increase mosquito trapping and identification activities
• Direct communication with positive cases, provide bite prevention and transmission information near positive cases.
• Coordinate with healthcare providers for surveillance and requests for testing.
• Provide a baseline of mosquito control resources and supplies for mutual aid assistance.

4. **Responsibilities under this IGA (PCHD), Article III.** Add the following activities:

9. Provide overflow/mutual aid assistance, as resources allow, in the event of outbreaks or other public health emergencies arising in the partnering agency’s jurisdiction.

10. Coordinate vector-borne disease and mosquito control efforts with TONHHS to increase regional capacity. Response coordination may include:
   • Provide templates for public and media messaging
   • Provide resources for increased mosquito trapping and identification activities
   • Assist with communication to positive cases
   • Coordinate healthcare provider messaging
   • Support with resources and supplies as available

5. **Effective Date and Signature.** The Contract is hereby extended for a period of five years as allowed for in Article VII and terminates on June 30, 2022.

The effective date of this Amendment is June 30, 2017.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK
All other provisions of the Contract not specifically changed by this Amendment remain in effect and are binding upon the parties.

PIMA COUNTY

Sharon Bronson
Chair, Board of Supervisors

JUN 20 2017

Date

TOHONO O'ODHAM NATION

Chairman

Edward D. Manuel

Authorized Officer Signature

Printed Name and Title

8/29/17

Date

ATTEST

Clerk of the Board

JUN 20 2017

Date

APPROVED AS TO FORM

Deputy County Attorney

Paula Fernandez

Print DCA Name

6/6/17

Date

APPROVED AS TO CONTENT

Department Head

Date

CTN-HD-12-0192-02, IGA TONHHS-PCHD