

AGREEMENT FOR EMERGENCY SPACE USAGE

Between

Tri-County Health Department

And

Adams County, Colorado

This Agreement for Emergency Space Usage ("Agreement") is made this ____ day of _____, 2017, by and between the Tri-County Health Department, the District Public Health Agency for the Counties of Adams, Arapahoe and Douglas, Colorado ("TCHD"), and the County of Adams, Colorado ("County").

RECITALS

WHEREAS, the Colorado Disaster Emergency Act, C.R.S. § 24-33.5-701, *et seq.*, *et seq.*, authorizes and provides for coordination of activities relating to disaster prevention, preparedness, response and recovery by agencies and officers of the State of Colorado, including TCHD and the County, to ensure an expedient, effective, and coordinated response to any natural or man-made disaster (hereinafter "Event"); and,

WHEREAS, in the event of a declared Event that impacts public health in the State of Colorado, the local and regional health and medical infrastructure (hereinafter "Medical Infrastructure"), and the associated resources, will quickly be committed to providing the necessary treatment and support to effectively respond to such an Event; and,

WHEREAS, the existing local and regional Medical Infrastructure will also be compromised due to an overwhelming number of patients combined with a lack of adequate staff, and available equipment and pharmaceutical support due to the impacts and demands of the Event; and

WHEREAS, resources from federal, state and private sector will quickly be mobilized to augment the Medical Infrastructure and support the effective management of hospital surge capacity needs and distribution of the Strategic National Stockpile ("SNS"); and,

WHEREAS, TCHD, under its authority through the Colorado Department of Public Health and Environment ("CDPHE"), is one of the entities charged with specific duties in carrying out the distribution of the SNS from the Local Transfer Points ("LTP") to the area; and,

WHEREAS, TCHD , under its authority through the CDPHE, is one of the entities charged with developing plans to facilitate a response to a public health emergency, including an Alternate Care Facility Plan (“ACF Plan”) to address hospital surge that exceeds the response available under the National Medical Response System; and,

WHEREAS, the County, pursuant to the Colorado Disaster Emergency Act, C.R.S. § 24-33.5-701 , *et seq.*, is required to be responsible for the planning and coordination of the local disaster services, and the preparation of a local disaster emergency plan for the County and its citizens; and,

WHEREAS, TCHD and the County, through this Agreement, desire to designate a specific site as an ACF location and an LTP distribution location, and agree to the general terms and conditions of the designation.

THEREFORE, the parties agree as follows:

I. Definitions & Acronyms

- a. “ACF” means Alternate Care Facility as defined in the TCHD Medical Surge and Alternate Care Facility Annex, as amended.
- b. “Event” means a disaster or emergency epidemic, as defined by C.R.S. § 24-33.5-703 of the Colorado Disaster Emergency Act.
- c. “LTP” refers to a Local Transfer Point where assets from the SNS are received for local distribution to designated locations.
- d. “SNS” refers to the Center for Disease Control’s Strategic National Stockpile, which has large quantities of medicine and medical supplies to protect the public if there is an Event severe enough to cause local medical supplies to run out. Once federal and local authorities agree that SNS is needed, medicine and medical supplies will be delivered to any state within the U.S. within 12 hours. Each state has plans to receive and distribute SNS medicine and medical supplies to local communities as possible.

II. Activation & Utilization

- a. This agreement shall be considered activated under the following conditions:
 - i. The Governor of the State of Colorado requests that the SNS be mobilized and delivered to designated LTP’s within the State of Colorado; OR
 - ii. A Stafford Act Declaration of Disaster and a Public Health Emergency Declaration has been requested and the TCHD ACF Annex is activated;
 - iii. AND, the County accepts designation of the LTP and/or ACF site.
- b. Use of either site will be a function of circumstances, needs, and requirements presented by an Event, as well as the status of the facility immediately prior to the Event. Factors in determining if a particular facility will be activated include, but are not limited to:

- i. If modification or adaptation of the facility is anticipated.
 - ii. The time required to prepare the facility, which will depend on a variety of factors such as current use, available staffing, and other resources available which may influence the selection process.
 - iii. Consequently, other facilities may be considered before the facility that is the subject of this Agreement is utilized.
- c. In the event that TCHD anticipates utilization of either of the facilities, TCHD will notify the Office of Emergency Management for the County as soon as possible.
 - i. The Office of Emergency Management is responsible for notifying the Board of County Commissioners and the Director of the facility under consideration.
 - ii. TCHD is responsible for notifying other necessary agencies as identified in the TCHD Public Health Emergency Operations Plan and relative Annexes.
- d. At the discretion of the County, facility staff, equipment, services, computers, and internet services may be authorized for use by TCHD to the extent reasonably necessary to activate the facility, or facilities.

III. **Facility Designation**

- a. Primary & secondary facilities identified are as follows:
 - i. Alternate Care Facility
 - 1. Primary – Adams County Government Center - Conference Center; 4430 S. Adams County Parkway, Brighton, CO (see Attachment A)
 - 2. Secondary – Adams County Fairgrounds; 9755 Henderson Rd., Brighton, CO
 - ii. Local Transfer Point
 - 1. Primary – Adams County Government Center – Loading Dock and Warehouse; 4430 S. Adams County Parkway, Brighton, CO (see Attachment A)
 - 2. Secondary – Adams County Fairgrounds; 9755 Henderson Rd., Brighton, CO
- b. Notwithstanding the foregoing, the County can deny access to specific space within the facility, or use of any facility resources or systems, by outside agencies or organizations, if the County feels that allowing such use may comprise operational integrity, safety and/or security of the facility and associated resources and systems.

IV. Building Operations & Modification of Business Activities

- a. The County recognizes that depending on the scope and associated demands of the Event, normal business operations at the facility may have to be modified or suspended entirely to accommodate the establishment and operation of the LTP. Whether or not normal business operations need to be modified or suspended may also depend on the immediate use and characteristics of the facility. As such, County agrees to modify or suspend normal business operations, to the extent practicable, in support of an Event.
- b. All parties agree to make every attempt to minimize the impact on normal business activities at the facility while operations associated with an Event are in progress.
- c. In the event that SNS supplies are stored in excess of 72 hours at the LTP facility, the County may choose to relocate such supplies as long as TCHD approves such change in location.

V. Party Commitments

- a. County agrees to provide the following:
 - i. County shall provide TCHD with a contact for the facility that can be reached 24-hours per day, 7 days per week, and shall update this information as needed.
 - ii. County agrees to provide reasonable asset and supporting staff/services, at its discretion, during an Event in which either facility is utilized.
 - iii. County, pursuant to its Emergency Operations Plan, and other relative Annexes, and to the degree practicable, agrees to provide law enforcement and transportation resources for the transportation of SNS supplies from the LTP facility to designated Medical Infrastructure locations.
- b. TCHD agrees to provide the following:
 - i. Support to County, through updates and education, regarding the SNS and LTP plan.
 - ii. Adequate notices to County regarding Events that are relevant to this Agreement.
 - iii. Support to the County, to the degree practicable, as outlined in the TCHD Public Health Emergency Operations Plan and relative Annexes.
- c. TCHD and County staff, and their respective Offices of Emergency Management, agree to participate in relative workshops, trainings and exercises, when feasible.

VI. Cost Obligations

- a. When activated by TCHD, all reasonable and eligible costs associated with the operation of either facility will be borne by TCHD.
- b. Reasonable and eligible costs shall include any modifications or damages to the facility, equipment and associated systems directly related to the operations of the facility as an LTP or ACF.
- c. Costs will be submitted by County to TCHD, which in turn will submit said costs to established disaster assistance programs for consideration and reimbursement.

VII. Confidentiality & Non-disclosure

- a. The parties understand and agree that the information in this Agreement, and any attachments hereto, is confidential and not subject to disclosure to the extent permitted under the Colorado Open Records Act. C.R.S. § 24-72-204 (2)(a)(VIII)).
- b. Any news release, public announcement or advertisement to be released in connection with this Agreement, or with regard to the subject matter hereof, shall require the written agreement of the parties prior to release.

VIII. Liability

- a. Unless otherwise provided for in this Agreement, no term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections or other provisions of the Colorado Governmental immunity Act, C.R.S. §24-10-101, *et. seq.*, as amended.
- b. Liability for claims for injuries to persons or property arising out of the alleged negligence of TCHD, the County, or the State of Colorado, and their respective agencies, boards, officials, and employees, shall be controlled and limited by the provisions of C.R.S. §24-10-101, *et seq.*

IX. Implementation & Term

- a. Term. The initial term of this Agreement is five (5) years, commencing _____, 2017, and ending _____, 2022; subject, however, to the renewal and termination provisions contained herein.
- b. Renewal. This Agreement shall be automatically renewed for successive one (1) year terms, unless either party shall, prior to expiration of the applicable term of this Agreement, give sixty (60) days prior written notice of termination to the other party. In the event any of the terms or condition are changed prior to a renewal, a new agreement, or a fully executed amendment to this Agreement, shall be required.

- c. Termination. In order to allow TCHD enough time to find a replacement facility, either party may only terminate this Agreement, with or without cause, upon sixty (60) days advance written notice to the other party. County shall use reasonable efforts to notify TCHD as early as possible, but in no event less than sixty (60) days, prior to a pending termination this Agreement, including as a result of the sale or transfer of ownership of the facility.
- d. The parties intend that the operational aspects of this Agreement be carried out by designated individuals that will serve as the primary contacts between the parties ("Primary Contacts"). To that regard, all significant operational communications between the parties shall be made through the Primary Contacts, or their designees. The designated Primary Contacts for the parties are as follows:
 - i. TCHD: Director of Emergency Preparedness and Response
Office of Emergency Preparedness and Response
6162 S. Willow Drive, Suite 100
Greenwood Village, CO 80111
Telephone: 720-200-1444
Mobile: 303-921-7058
 - ii. COUNTY: Adams County Emergency Manager
Office of Emergency Management
4430 S. Adams County Parkway
Brighton, CO 80601
24 Hr Telephone: 720-521-2182
- e. Notice. Any notice to be given hereunder by either party to the other may be effected in writing by personal delivery, or by mail, certified with postage prepaid, or by overnight delivery service. Notices sent by mail or by an overnight delivery service shall be addressed to the parties at the addresses appearing following their signatures below, but either party may change its address by written notice in accordance with this paragraph.
- f. Third Parties. This Agreement does not and shall not be deemed to confer upon any third party any right to claim damages, to bring suit or other proceeding against either TCHD or County because of any term contained in this Agreement.
- g. Assignment. This Agreement shall not be assignable without the consent of both parties.
- h. Entire Agreement. This Agreement constitutes the entire agreement and understanding between the parties and supersedes any prior agreement or understanding relating to the subject matter of this Agreement.

- i. Modification. This Agreement may be modified or amended only by a duly authorized written instrument executed by the Parties hereto.
- j. Binding Agreement. This Agreement shall be effective as of the date hereof and shall be binding upon and inure to the benefit of the successor or assign of either Party hereto.
- k. Survival. The rights and obligations of the Parties shall survive the term of this Agreement to the extent that any performance is required under this Agreement after the expiration or termination of this Agreement.
- l. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which shall together constitute one and the same document.
- m. Governing Law. This agreement shall be governed by the laws of the state of Colorado.

IN WITNESS WHEREOF, the Parties have caused this Agreement for Emergency Space Usage to be executed by it's duly authorized representatives.

<p>TCHD:</p> <p>Tri-County Health Department</p> <hr/> <p>Signature _____ Date _____</p> <p>Name: _____</p> <p>Title: _____</p>	<p>COUNTY:</p> <p>County of Adams, Colorado</p> <hr/> <p>Signature _____ Date _____</p> <p>Name: _____</p> <p>Title: _____</p>
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Attachment A – Map of Primary Locations



A – Conference Center location (Primary Alternate Care Facility)

H – Loading Dock & Warehouse location (Local Transfer Point)