Contract Number: 01-01-T-142558-1209
Effective Date: 12-15-09
Term Date: 12-14-2010
Cost: ✓
Revenue:
Total: ✓ NTE:
Action
Renewal By: 9-1-2010
Term: 12-14-2010
Reviewed by: NL

BOARD OF SUPERVISORS AGENDA ITEM SUMMARY

Requested Board Meeting Date: Next Available

ITEM SUMMARY, JUSTIFICATION &/or SPECIAL CONSIDERATIONS:

The Pima County Health Department is contracting with Tucson Unified School District to administer childhood immunization services. The request to approve this contract is in response to the continuing and tremendous challenge of providing our children with the immunizations they need to be admitted to area schools in Pima County.

CONTRACT NUMBER (If applicable):

STAFF RECOMMENDATION(S): Approval

This is an Official Copy of the Pima County contract executed and on file with Pima County.

Procure Dept 11/25/09 AM 11:03

CORPORATE HEADQUARTERS: 102 North Plumer Street, Tucson, AZ 85719

To: COB - 12.02.09
Agenda 12.15.09
(3)

CLERK OF BOARD USE ONLY: BOS MTG. _____

ITEM NO. _____

PIMA COUNTY COST: 0 and/or REVENUE TO PIMA COUNTY: $ 0

FUNDING SOURCE(S): N/A
(i.e. General Fund, State Grant Fund, Federal Fund, Stadium D. Fund, etc.)

Advertised Public Hearing:

	YES	X	NO

Board of Supervisors District:

1	2	3	4	5	All
					X

IMPACT:

IF APPROVED: *Local paramedics from Tucson Unified School District will be able to participate in immunization clinics to provide required "back to school" vaccinations to school-aged children in Pima County.*

IF DENIED: *Current immunization clinics conducted by Pima County Health Department would be jeopardized, as supplemental paramedic personnel would not be available to administer the substantial number of school-aged children requiring such vaccinations.*

DEPARTMENT NAME: Health Department

CONTACT PERSON: John Thomas TELEPHONE NO.: (520) 243-7705

This is an Official Copy of the Pima County contract executed and on file with Pima County.

CONTRACT

NO. 01-01-T-142558-1209

AMENDMENT NO. _____

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

INTERGOVERNMENTAL AGREEMENT FOR THE PROVISION AND ADMINISTRATION OF CHILDHOOD IMMUNIZATIONS BETWEEN TUCON UNIFIED SCHOOL DISTRICT AND PIMA COUNTY

This Intergovernmental Agreement ("Agreement") is entered into between Pima County, a body politic and corporate of the State of Arizona ("COUNTY"), and the Tucson Unified School District, ("DISTRICT"), a political subdivision of the State of Arizona, for nursing services in the provision and administration of childhood immunization services.

RECITALS:

WHEREAS, the DISTRICT desires to enter into an Agreement with the COUNTY for the provision and administration of childhood immunization services;

WHEREAS, the schools in Tucson Unified School District may request training and authorization from the Pima County Health Department for the school nurse to administer vaccines under A.R.S. § 36-673(C);

WHEREAS, the DISTRICT has trained registered nurses and licensed practical nurses capable of administering childhood immunization services pursuant to the orders of a licensed physician under A.R.S. Title 32, Chapter 15;

WHEREAS, the COUNTY is mandated by A.R.S. § 36-673 to provide school immunizations;

WHEREAS, in accordance with A.R.S. § 11-951 et seq., Pima County, a body politic and corporate of the State of Arizona, and Tucson Unified School District, a political subdivision of the State of Arizona, are authorized to enter into this Agreement.

NOW, THEREFORE, THE DISTRICT AND THE COUNTY AGREE AS FOLLOWS:

Article I. TERM

This Agreement shall be effective as of the date it is signed by the Parties and shall continue in force for a period of one (1) year thereafter. This Agreement shall be filed with the Pima County Recorder. The Parties shall have the option of extending this Agreement for four (4) additional one (1) year periods. Any modification, termination, or extension shall be made by formal written amendment executed by the Parties and filed with the Pima County Recorder.

This is an Official Copy of the Pima County contract executed and on file with Pima County.

Article II. PURPOSE

This Agreement defines the responsibilities of the Parties in a joint effort to provide required childhood immunization services at no charge to the school children of Pima County.

Article III. FINANCE

Each Party shall bear its own costs for the performance of its responsibilities as set forth in this Agreement.

Article IV. DISTRICT RESPONSIBILITIES

The DISTRICT shall:

1. Hold free school clinics using registered nurses and licensed practical nurses employed by the DISTRICT to administer immunizations to school age children that attend DISTRICT schools.
   a. Any school child receiving immunizations pursuant to this Agreement shall receive such immunizations free of charge.
2. Make registered nurses and licensed practical nurses and other necessary clerical staff available for training by the COUNTY.
3. Make registered nurses and licensed practical nurses and other necessary clerical staff available to perform the responsibilities set forth in this Agreement.
4. Appropriately store vaccines and clinical supplies.
5. Be responsible for ordering supplies; setup of the clinic(s); completion of the immunization forms and records; and returning forms to COUNTY for reporting of immunizations to Medical Records and the Arizona Department of Health Services.

Article V. COUNTY RESPONSIBILITIES

The COUNTY shall:

1. Provide training and training materials.
2. Provide standing orders as determined by the Department's Chief Medical Officer.
3. Provide DISTRICT with, vaccine, all necessary forms or copy ready originals, and medical supplies, such as alcohol swabs and syringes.
4. Provide emergency drugs and protocols.
5. Give technical support.
6. Be available to answer organizational and medical questions during clinic(s).

This is an Official Copy of the Pima County contract executed and on file with Pima County.

Article VI. NO PARTNERSHIP

This Agreement shall not be construed to create any partnership, joint venture, or employment relationship between the parties or any employee, agent or contractor of either Party.

Article VII. WORKER'S COMPENSATION COVERAGE

Each Party shall comply with the notice provisions of A.R.S. § 23-1022(E). For purposes of A.R.S. § 23-1022, each participating agency shall be considered the primary employer of all personnel currently or hereafter employed by that agency, and said agency shall have the sole responsibility for the payment of worker's compensation benefits or other fringe benefits of said employees.

Article VIII. INSURANCE

Parties shall provide, or self-insure, professional liability and general liability insurance in amounts sufficient to cover their respective responsibilities under this Agreement. Parties shall maintain their own insurance, worker's compensation insurance, and shall handle all of their own internal accounting.

Article IX. INDEMNIFICATION

To the extent allowed by law, the DISTRICT shall indemnity, defend and hold harmless the COUNTY, its officers, departments, employees, and agents from and against any and all suits, actions, legal or administrative proceedings, arising out of this Agreement to the extent they are attributable to any act or omission, whether intentional or negligent of the DISTRICT, its agents, employees, or anyone acting under its direction or control.

To the extent allowed by law, the COUNTY shall indemnify, defend and hold harmless the DISTRICT, its officers, departments, employees, and agents from and against any and all suits, actions, legal or administrative proceedings, arising out of this Agreement to the extent they are attributable solely to the errors or omissions of the COUNTY, its agents, employees, or anyone acting under its direction or control.

Article X. NON-DISCRIMINATION

The Parties shall not discriminate against any COUNTY employee, client or any other individual in any way because of that person's race, age, creed, color, religion, sex, disability or national origin in the course of carrying out the Parties' respective duties pursuant to this Agreement. The Parties shall comply with the provisions of Executive Order 75-7, as amended by Executive Order 99-4, which is incorporated into this Agreement by reference, as if set forth in full herein.

Article XI. AMERICANS WITH DISABILITIES ACT COMPLIANCE

The parties shall comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36.

This is an Official Copy of the Pima County contract executed and on file with Pima County.

Article XII. 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 XIII. 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.

Article XIV. TERMINATION

This Agreement may be terminated by either Party upon thirty (30) days written notice.

Article XV. NON-APPROPRIATION

Notwithstanding any other provision in this Agreement, this Agreement may be terminated if for any reason the Pima County Board of Supervisors does not appropriate sufficient monies for the purpose of maintaining this Agreement. In the event of such cancellation, the COUNTY shall have no further obligation to the DISTRICT.

Article XVI. COMPLIANCE WITH ALL LAWS

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

Article XVII. NO THIRD PARTY BENEFICIARIES

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

Article XVIII. NOTICES

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

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

TUCSON UNIFIED SCHOOL DISTRICT
President
Tucson Unified School District
1010 E. 10th Street
Tucson, Arizona 85719
(520) 225-6000

This is an Official Copy of the Pima County contract executed and on file with Pima County.

Article XIX. ENTIRE AGREEMENT

This document constitutes the entire Agreement between the parties pertaining to the subject matter hereof, and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein. This Agreement shall not be modified, amended, altered or extended except through a written amendment signed by the parties and recorded with the Pima County Recorder, or Arizona Secretary of State, whichever is appropriate.

IN WITNESS WHEREOF, the Parties hereto approve this Agreement.

TUCSON UNIFIED SCHOOL DISTRICT

Judy Burns
President Date

PIMA COUNTY BOARD OF SUPERVISORS

Richard Elias DEC 15 2009
Richard Elías, Chairman Date
Pima County Board of Supervisors

ATTEST:

11-10-09
Superintendent Date
Tucson Unified School District

ATTEST:

Lori Godoshian DEC 15 2009
Clerk of the Board Date
Pima County Board of Supervisors

Pursuant to A.R.S. § 11-952(D), the attorney for the Tucson Unified School District 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.

11/10/09
Legal Counsel, Tucson Unified School District 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.

Barbara J Burstein 9/11/09
Deputy County Attorney, Pima County Date

This is an Official Copy of the Pima County contract executed and on file with Pima County

RESOLUTION NO. 2009 - 321

RESOLUTION OF THE PIMA COUNTY BOARD OF SUPERVISORS APPROVING THE INTERGOVERNMENTAL AGREEMENT BETWEEN PIMA COUNTY AND TUCSON UNIFIED SCHOOL DISTRICT FOR NURSING SERVICES IN THE PROVISION AND ADMINISTRATION OF CHILDHOOD IMMUNIZATIONS

WHEREAS, Pima County is mandated by A.R.S. § 36-673 to provide childhood immunizations to school children in Pima County; and

WHEREAS, Tucson Unified School District has trained registered nurses and licensed practical nurses personnel capable of administering childhood immunizations; and

WHEREAS, Pima County wishes to enter into an Intergovernmental Agreement with Tucson Unified School District for the provision and administration of immunization services to school age children in its service area.

NOW THEREFORE BE IT RESOLVED that:

1. The Intergovernmental Agreement for the Provision and Administration of Childhood Immunizations Between Tucson Unified School District 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 15 day of December, 2009.

PIMA COUNTY BOARD OF SUPERVISORS

Richard Elías, Chairman

DEC 15 2009

ATTEST:

Lori Godoshian

Clerk of the Board

APPROVED AS TO FORM

By: Barbara Burton

Deputy County Attorney

This is an Official Copy of the Pima County contract executed and on file with Pima County.