

**GOVERNING BOARD AGENDA ITEM FORM  
AMPHITHEATER UNIFIED SCHOOL DISTRICT NO. 10**

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**DATE OF MEETING:** July 1, 2010

**TITLE:** Approval of Amendment to Intergovernmental Agreement with the Pima County Health Department for the Provision and Administration of Childhood Immunizations

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**BACKGROUND:** Absent specific exceptions, Arizona law and District policy JLCB require that school-aged children obtain certain vaccinations prior to attendance at any district school. As a service to the community last year, the District entered into an Intergovernmental Agreement with the Pima County Health Department ("PCHD") for the provision and administration of childhood immunization services.

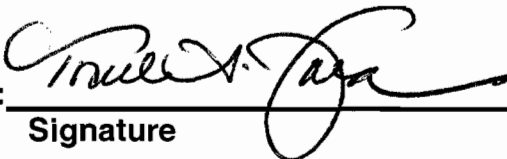
The IGA permits the PCHD to provide training to district-employed registered nurses in order to qualify the nurses to perform immunization services. Those services are utilized at free school clinics for which the PCHD also provides clerical and technical support, clinical supplies, and preparation of forms and records.

The original Agreement was approved by the Board on August 1, 2007. Pursuant to a Board-approved renewal, it expires on September 11, 2010. The PCHD has requested the Board approved the attached Amendment which would extend that Agreement until September 10, 2011.

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**RECOMMENDATION:** The administration recommends the Governing Board approve the attached form of agreement.

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<b>INITIATOR:</b>		Todd A. Jaeger Associate to the Supt.	6/23/2010
	<b>Signature</b>	<b>Name/Title</b>	<b>Date</b>

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**ASSOCIATE SUPERINTENDENT  
SIGNATURE:**

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**SUPERINTENDENT SIGNATURE:**



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**PIMA COUNTY HEALTH DEPARTMENT**  
3950 S. COUNTRY CLUB, STE. 100 • TUCSON, AZ 85714-2056

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June 11, 2010

Todd A. Jaeger, J.D.  
Amphitheater Unified School District  
Office of Legal Counsel  
701 W. Wetmore Road  
Tucson, AZ 85705

REC'D OFFICE OF THE  
ASSOC. TO THE SPT  
10 JUN 23 AM 10:58

Dear Mr. Jaeger:

Enclosed for your review and signature are two (2) originals of the agreement with Pima County Health Department for the participation in immunization clinics to provide required back to school vaccinations to school-aged children in Pima County. If acceptable, please sign all originals and return to my attention at the following address:

Pima County Health Department  
Budget, Contracts & Grants Office  
3950 S. Country Club Rd., Ste. 100  
Tucson, Arizona 85714-2056

Please contact my office at (520) 243-7705 with any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "John F. Thomas", is written over a horizontal line.

John F. Thomas  
Contracts/Grants Manager

JFT/ds

Encl. (3)

INTERGOVERNMENTAL AGREEMENT FOR THE PROVISION AND  
ADMINISTRATION OF CHILDHOOD IMMUNIZATIONS BETWEEN  
AMPHITHEATER 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 Amphitheater 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 Amphitheater 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 Amphitheater 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 September 11, 2010 and shall continue in force for a period of one (1) year thereafter. 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.

## **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).

## **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 indemnify, 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**

DISTRICT agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09 **including flow down of all provisions and requirements to any subcontractors.** Executive Order 2009-09 supersedes Executive order 99-4 and amends Executive order 75-5 and may be viewed and downloaded at the Governor of the State of Arizona's website [http://www.azgovernor.gov/dms/upload/EO\\_2009\\_09.pdf](http://www.azgovernor.gov/dms/upload/EO_2009_09.pdf) which is hereby incorporated into this contract as if set forth in full herein. During the performance of this contract, DISTRICT shall not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.

## **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.

## **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

**AMPHITHEATER UNIFIED SCHOOL DISTRICT**  
President  
Amphitheater Unified School District  
701 West Wetmore Road  
Tucson, Arizona 85705  
(520) 696-5000

### **Article XIX. LEGAL ARIZONA WORKERS ACT COMPLIANCE**

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

COUNTY shall have the right at any time to inspect the books and records of DISTRICT and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of DISTRICT'S or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting DISTRICT to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, DISTRICT shall 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.

DISTRICT shall 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 insure that SUBCONTRACTOR is in compliance with these requirements. Any breach of this paragraph by SUBCONTRACTOR will be deemed to be 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 shall be the responsibility of DISTRICT. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of DISTRICT'S approved construction or critical milestones schedule, such period of delay shall be deemed excusable delay for which DISTRICT shall be entitled to an extension of time, but not costs.

**Article XX. SCRUTINIZED BUSINESS OPERATIONS**

“Pursuant to A.R.S. §§ 35-391.06 and 393.06, DISTRICT hereby certifies that it does not have scrutinized business operations in Iran or Sudan. The submission of a false certification by contractor may result in action up to and including termination of this Contract.

**Article XXI. 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.

AMPHITHEATER UNIFIED SCHOOL DISTRICT

PIMA COUNTY BOARD OF SUPERVISORS

\_\_\_\_\_  
President Date

\_\_\_\_\_  
Richard Elías, Chairman Date  
Pima County Board of Supervisors

ATTEST:

ATTEST:

*Ticki Balentine* 6/23/10  
\_\_\_\_\_  
Superintendent Date  
Amphitheater Unified School District

\_\_\_\_\_  
Clerk of the Board Date  
Pima County Board of Supervisors

Pursuant to A.R.S. § 11-952(D), the attorney for the Amphitheater 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.

*Travis A. [Signature]* 6-23-10  
\_\_\_\_\_  
Legal Counsel, Amphitheater 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.

*Grant [Signature]* June 8<sup>th</sup>, 2010  
\_\_\_\_\_  
Deputy County Attorney, Pima County Date