



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

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**DATE OF MEETING:**        **December 7, 2021**

**TITLE:    Approval of Intergovernmental Agreement with Pima County Health Department  
(Continues Prior Agreement from 2016)**

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**BACKGROUND:**

In 2007, the District entered into an Intergovernmental Agreement (IGA) with the Pima County Health Department (PCHD) to provide and administer voluntary childhood immunization services at no cost. PCHD would like the current IGA to continue under virtually the same terms. The Board first approved an IGA with PCHD on August 1, 2007, amended it November 18, 2014, and renewed it on February 23, 2016. The current IGA expires December 31, 2021.

The proposed IGA does *not* mandate immunizations for students. It also does not mandate anyone to receive a COVID-19 vaccination. Amphitheater Public Schools continues to recognize the parental rights authorized by Arizona state law for vaccination of school-aged children. A minor child will not be immunized without parent consent. It is important to know that PCHD confirmed to District Administration that it does not immunize minor children unless the parent is present or a county-worker has independently confirmed the parent authorization through a phone call to the parent.

Quite simply, the proposed IGA would allow PCHD to continue to provide free immunization clinics in District schools. 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. It would also provide free training to District-employed registered nurses to qualify them to perform voluntary immunization services for school-aged children whose parents want them to receive the immunization.

There is no financial cost to the District under the proposed IGA. District counsel has already reviewed and approved the terms of the proposed IGA. The County Board of Supervisors is scheduled to consider the proposed IGA at its December 21, 2021 meeting. If approved, the IGA will enable PCHD to continue to provide services to District students through December 31, 2026.

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**RECOMMENDATION:**

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

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**INITIATED BY:**

**Michelle H. Tong, J.D.,**  
Associate to the Superintendent and General Counsel

**Date: November 29, 2021**

**Todd A. Jaeger, J.D.,** Superintendent

**INTERGOVERNMENTAL AGREEMENT BETWEEN  
PIMA COUNTY AND AMPHITHEATER UNIFIED SCHOOL DISTRICT  
FOR THE PROVISION AND ADMINISTRATION  
OF CHILDHOOD IMMUNIZATIONS AND OTHER HEALTH SERVICES**

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 and other health services.

**RECITALS:**

WHEREAS, the District desires to enter into an Agreement with the County for the provision and administration of childhood immunization and other health services;

WHEREAS, to provide Public Health Nurse Services and other appropriate services offered by the Pima County Health Department (PCHD) at select Amphitheater Unified School District community and school sites;

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 January 1, 2022 and terminate on December 31, 2026. Any modification or termination 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:

- A. Hold immunization clinics for school age children and/or adults in their service area in collaboration with County;
  - 1. Any school child receiving immunizations pursuant to this Agreement shall receive such immunizations at no cost.
  - 2. Underinsured is defined as a person (child) who has health insurance, but the coverage does not include vaccines or a person whose insurance covers only selected vaccines. Children with deductibles and co-pays are considered insured and NOT “underinsured.”
  - 3. Follow the “How to handle your Underinsured patients after June 30, 2013” process required by the ADHS, as set forth in **Exhibit A** (1 page).
- B. Make registered nurses, licensed practical nurses, and necessary clerical staff available for training by the County.
- C. Make registered nurses, licensed practical nurses, and necessary clerical staff available to perform the responsibilities set forth in this Agreement.
- D. Appropriately store vaccines and clinical supplies, following best practices for vaccine administration as defined by the County.
- E. 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.
- F. Provide support to other PCHD programs as agreed upon.

#### **Article V. COUNTY RESPONSIBILITIES**

The County shall:

- A. Provide training and training materials.
- B. Provide standing orders as determined by the Department’s Chief Medical Officer.
- C. Provide District with, vaccine, all necessary forms or copy ready originals, and medical supplies, such as alcohol swabs and syringes.
- D. Provide emergency drugs and protocols.
- E. Give technical support.
- F. Be available to answer organizational and medical questions during clinic(s).
- G. Provide a Public Health Nurse and relevant PCHD programs and services at select Amphitheater Unified School District community and school sites.
- H. Provide Public Health Nursing staff who will conduct Community and Population based services; Case Management/Home Visitation and immunization services at select District sites. These services may include but are not limited to:
  - 1. Prevention/Health Promotion classes and/or activities
  - 2. Consultation to school nurse(s) in regard to immunizations, communicable disease
  - 3. Community assessment activities in conjunction with Amphitheater Unified School District staff and/or nursing students
  - 4. Participation in coalitions, neighborhood groups or other stake holder organizations
  - 5. Receive referrals and conduct home visits as appropriate
  - 6. Work collaboratively with Amphitheater Unified School District staff to provide immunizations to all age groups.
- I. Provide other PCHD services as appropriate. These services may include, but are not limited to:
  - 1. Healthy Living,
  - 2. Tobacco Cessation,
  - 3. Oral health,
  - 4. Women, Infant and Children (WIC),

5. Health education classes
6. Reproductive Health Education and Services

#### **Article VI. 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 VII. 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 VIII. INDEMNIFICATION**

To the fullest extent permitted by law, District will defend, indemnify, and hold harmless Pima County and any related taxing district, and the officials and employees of each of them (collectively, "Indemnitee") from and against any and all claims, actions, liabilities, losses, and expenses (including reasonable attorney fees) (collectively, "Claims") arising out of actual or alleged injury of any person (including death) or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by any act or omission of District or any of District's directors, officers, agents, employees, volunteers, or subcontractors. This indemnity includes any claim or amount arising or recovered under the Workers' Compensation Law or arising out of the failure of District to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. The Indemnitee will, in all instances, except for Claims arising solely from the acts or omissions of the Indemnitee, be indemnified by District from and against any and all Claims. District is responsible for primary loss investigation, defense and judgment costs for any Claim to which this indemnity applies. This indemnity will survive the expiration or termination of this Contract.

#### **Article IX. LAWS AND REGULATIONS**

- 9.1. Compliance with Laws. District will comply with all federal, state, and local laws, rules, regulations, standards and Executive Orders.
- 9.2. Licensing. District warrants that it is appropriately licensed to provide the services under this Contract and that its subcontractors will be appropriately licensed.
- 9.3. Choice of Law; Venue. The laws and regulations of the State of Arizona govern the rights and obligations of the parties under this Contract. Any action relating to this Contract must be filed and maintained in the appropriate court of the State of Arizona in Pima County.

#### **Article X. 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 XI. NON-DISCRIMINATION**

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

**Article XII. AMERICANS WITH DISABILITIES ACT COMPLIANCE**

The parties shall comply with all applicable provisions of Title II of the Americans with Disabilities Act (Public Law 110-325, 42 U.S.C. § 12101-12213) and the federal regulations for Title II (28 CFR Part 35).

**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. 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 XVII. 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:**

Theresa Cullen, M.D., Director  
Pima County Health Department  
3950 S, Country Club, Suite 100  
Tucson, Arizona 85714

**District:**

Todd A. Jaeger, J.D., Superintendent  
Amphitheater Unified School District  
701 W. Wetmore Road  
Tucson, AZ 85705

## **Article XVIII. SEVERABILITY**

Each provision of this Agreement stands alone, and any provision of this Agreement found to be prohibited by law will be ineffective to the extent of such prohibition without invalidating the remainder of this Agreement.

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

- 19.1. Compliance with Immigration Laws. District hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to its employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). District will further ensure that each subcontractor who performs any work for District under this Contract likewise complies with the State and Federal Immigration Laws.
- 19.2. Books & Records. County has 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.
- 19.3. Remedies for Breach of Warranty. 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, is 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 will be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor, as soon as possible so as not to delay project completion. Any additional costs attributable directly or indirectly to such remedial action are the responsibility of District.
- 19.4. Subcontractors. District will advise each subcontractor of County's rights, and the subcontractor's obligations, under this Section 24 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 is a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

## **Article XX. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)**

The parties acknowledge that the 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. District acknowledges that it may obtain confidential personal health information in the course of District's 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 County's program, and information pertaining to the cost of, payment for, or collections activities related to participant's care, treatment and experience in County's program. District agrees to maintain the privacy, confidentiality and security of information it may obtain in the course of its performance under this Agreement. District specifically agrees that:

- 20.1. Any confidential personal health information that District may obtain shall remain the sole property of the County; and
- 20.2. District shall establish and maintain procedures and controls that are acceptable to County to assure that no confidential personal health information contained in its records or obtained from County or from others in carrying out its functions under this Contract shall be used by or disclosed by District, its agents, officers, employees or sub-contractors, except as required in the performance of its obligations under the terms of this Contract; and
- 20.3. District shall not remove any confidential personal health information from County premises, if applicable; and
- 20.4. Any other information pertaining to individual persons shall not be divulged other than to employees or officers of District as needed for the performance of its duties under this Contract, or to County.

#### **Article XXI. COUNTREPARTS**

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.

**THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK**

**Article XXII. 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.

IN WITNESS WHEREOF, the Parties hereto approve this Agreement.

County

District

\_\_\_\_\_  
Chair, Board of Supervisors      Date

\_\_\_\_\_  
Chair      Date

ATTEST

ATTEST

\_\_\_\_\_  
Clerk of the Board      Date

\_\_\_\_\_  
Clerk      Date

**APPROVED AS TO FORM**

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

\_\_\_\_\_  
Legal Counsel      Date

**APPROVED AS TO CONTENT**

\_\_\_\_\_  
Department Representative      Date



## EXHIBIT A



### How to handle your Underinsured patients after June 30, 2013

**Definition of Underinsured:** A person who has health insurance, but the coverage does not include vaccines or a person whose insurance covers only selected vaccines. Children with deductibles and co-pays are considered insured and NOT underinsured.

**Step 1:** Verify the patient's insurance status down to the vaccine dose level.

**Step 2:** Inform the patient that only certain vaccines may be covered.

**Step 3:** Discuss the two options for the uncovered recommended vaccines.

Option 1: Vaccinate using private stock and bill the patient out-of-pocket.

Option 2: Refer the patient to a facility with the ability to provide the uncovered recommended vaccines at no cost.

#### If the patient chooses Option 1: Pay for vaccine out-of-pocket

**Step 4:** Use your private vaccine stock and administer the covered and uncovered vaccines. Charge the patient out-of-pocket for the cost of the uncovered vaccines.

#### If the patient chooses Option 2: Referral to a deputized site

**Step 4:** If some of the recommended vaccines are covered by insurance, use your private stock to administer the covered vaccine. You don't want to miss an opportunity to vaccinate.

**Step 5:** Give the patient a list of the recommended uncovered vaccines and tell them to bring the list and their shot record with them to the new facility. Consider using the Underinsured Patient Referral Form\*.

**Step 6:** Provide the patient with a county specific list, from the Underinsured Referral Locations document\*, with all the FQHCs and RHCs, deputized providers and county health department clinics.

**Step 7:** Tell the patient to call before visiting a new provider site to find out if an appointment is necessary.

\* The Underinsured Patient Referral Form and the Underinsured Referral Locations document can be found on the **ADHS website** (<http://www.azdhs.gov/phs/immunization/vaccine-policy-changes.htm>)