



Contract Number CT-SD-13 * 762
Effective Date 5-1-13
Term Date 4-30-18
Cost ✓
Revenue ✓
Total ✓ NTE:
ACTION
Renewal By
Term 2-1-18
Reviewed by 4-30-18

BOARD OF SUPERVISORS AGENDA ITEM SUMMARY

Requested Board Meeting Date: 6/4/13

ITEM SUMMARY, JUSTIFICATION &/or SPECIAL CONSIDERATIONS:

This IGS is between the Pima County Sheriff's Department and Northwest Fire/Rescue District for vehicular EMS training. This agreement shall become effective on May 1, 2013 and shall terminate on April 30, 2018.

CONTRACT NUMBER (If applicable):

STAFF RECOMMENDATION(S):

CORPORATE HEADQUARTERS: _____

10: COB-5-22-13
Agenda - 6-4-13
(2)

Procure Dept 05/07/13 PM 02:41

CLERK OF BOARD USE ONLY: BOS MTG. _____

ITEM NO. _____

PIMA COUNTY COST: ____ and/or REVENUE TO PIMA COUNTY:\$ 0.00

FUNDING SOURCE(S): _____

(i.e. General Fund, State Grant Fund, Federal Fund, Stadium D. Fund, etc.)

Advertised Public Hearing:

☐

YES

☒

NO

Board of Supervisors District:

1

☐

2

☐

3

☐

4

☐

5

☐

All

☐

IMPACT:

IF APPROVED:

IF DENIED:

DEPARTMENT NAME:

CONTACT PERSON: Bonnie Schaeffer TELEPHONE NO.: 351-6374

CONTRACT

NO. *CTSD-13 00000 00000 00000 762*

AMENDMENT NO. _____

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

INTERGOVERNMENTAL AGREEMENT

BETWEEN

NORTHWEST FIRE RESCUE DISTRICT AND PIMA COUNTY FOR

**THE PROVISION OF VEHICULAR EMS TRAINING FOR THE PIMA COUNTY SHERIFF'S
DEPARTMENT**

This intergovernmental agreement ("Agreement") is entered into this 1st day of May, 2013, by the Northwest Fire District ("District") and Pima County on behalf of the Pima County Sheriff's Department ("Department").

WITNESSETH

WHEREAS, the District is an emergency medical care provider, and maintains a staff of professional and certified emergency medical care professionals; and

WHEREAS, the District would like to cooperate with the Department to provide vehicular field emergency medical training for the Department's qualified medically trained personnel ("Participants") to perform basic and advanced level medical skills on patients serviced by the District; and

WHEREAS, the District and the Department desire to enumerate the terms and conditions for the provision of vehicular EMS training; and

WHEREAS, the District and the County wish to further develop and enhance the capabilities of their medical care professionals to protect the health and safety of the public and their personnel against fire, fire-related and emergency hazards; and

WHEREAS, the District and the Department may contract for services and enter into agreements with one another for joint or cooperative action pursuant to A.R.S. sections 11-951, et seq., and 48-805(B)(17)(a).

NOW, THEREFORE, the parties hereto agree as follows;

ARTICLE I – TERM AND TERMINATION

This agreement shall be effective upon execution by the parties' governing boards. The term of this Agreement shall be from May 1, 2013 through April 30, 2018, and thereafter may be extended for two (2) additional five year periods or any portion thereof. Any extension shall be by written agreement executed by the parties' governing boards. Unless otherwise provided, either Party may, at any time, with or without cause, cancel this Agreement, or any renewal thereof, by providing the other Party with ninety (90) days advance notice in writing.

ARTICLE II – AGREEMENT LIMITATION

Each party will retain complete control over such programs of its own that are outside of this Agreement. The Agreement shall apply to all District sites in the State of Arizona.

ARTICLE III – SCOPE OF TRAINING

- A. The Department will give written notice to the District, in advance of its planning schedule, of their Participants to be assigned to the District for EMS vehicular training, including the dates and number of Participants. This training schedule is subject to approval by the District.
- B. Any services rendered by the Participants covered by this Agreement will be considered to be educational in nature. The District will maintain administrative and professional supervision of the Participants insofar as their presence affects the operation of the District and/or the direct and indirect care of its patients.
- C. Participants engaging in this training shall not be considered agents or employees of the District and, as such, shall not be entitled to any salary, emoluments, or any other benefits of agents or employees and shall not be entitled to participate in retirement, deferred compensation, or other programs available to agents or employees of the District.

ARTICLE IV – DEPARTMENT RESPONSIBILITIES

- A. The Department will assume full responsibility for the education, training and licensing of all Participants.
- B. The Department shall maintain all records and reports on Participants' training activities.
- C. Each Participant, while in training with the District, (i) shall have a current, unrestricted Arizona certification as appropriate for entry into the training, if required by the State of Arizona, or shall be deemed exempt from such requirement by the Arizona Department of Health Services, and (ii) shall comply with all applicable laws, rules and regulations established by the State of Arizona, the United States of America, and any such state or federal agency governing the training of paramedics.
- D. The Department agrees to furnish the District, upon execution of this Agreement, assurance or evidence of acceptable health levels of all Participants covered by this Agreement. The Department also agrees that each Participant shall provide to the District written confirmation of his or her personal health insurance coverage. The Department also agrees to provide the District with documentation, upon execution of this Agreement, that the Participants have completed; (a) training in Human Blood and Body Fluid Precautions, per Occupational Safety and Health (OSHA) Regulations; (b) immunization for Hepatitis B or have signed the OSHA declination; (c) an annual Tuberculosis skin test, chest x-ray or other appropriate health test or survey; and, (d) immunization for Measles and Rubella. District acknowledges that Pima County is an authorized self-insurer for workers' compensation.

- E. The Department shall ensure that the Participants agree to comply with all applicable policies, procedures, rules and regulations of the District. Upon the District's request, the Department shall remove any Participant from the training covered by this Agreement for unsatisfactory performance or failure to follow the District's administrative and patient care policies, procedures, rules and regulations, or any applicable laws of the State of Arizona.
- F. The department shall affirm that each Participant has received all mandatory training required by Federal Rules and Regulations for the protection of patients' protected health information (PHI) and that departmental records of completion of such training shall be available to the District upon written request.
- G. The Department agrees that it will submit for reimbursement any demand from the District for the cost of providing initial prophylactic treatment resulting from a Participant's exposure to Blood/Body Fluids.
- H. Department shall be responsible for Participants' travel expenses and related liabilities.

ARTICLE V – DISTRICT RESPONSIBILITIES

- A. The District will provide instruction and supervision of Participants assigned to the field training.
- B. The District will make available, at no charge to the Department, personnel and equipment, during scheduled times, for Participants' practical experience.
- C. The District may recommend the removal of, and the Department will remove, any Participant from the training area for cause based upon practices that are not in the best interest of the patients and/or the District.
- D. The District may require and, if so, will make provisions for Participant orientation to the District prior to Participants beginning the training program.
- E. The Participants covered by this Agreement shall be furnished emergency medical care and treatment in a life-threatening situation. All associated expenses for such medical treatment, including costs of transfer and further treatment, shall be the personal responsibility of the Participant and his or her personal health insurance coverage or, workers' compensation as provided by the Department, if applicable.
- F. The continuation and renewal of this Agreement shall be subject to the District's ability to provide the necessary facilities, equipment and staffing for participation by, and supervision of, the Participants. In the event that the District is unable to provide the

necessary facilities, equipment and staffing for supervision of the Participants, or for any other reason the District cannot practically or economically participate in this Agreement, it may cancel this Agreement at any time by delivering written notice to the Department pursuant to this section.

ARTICLE VI – INSURANCE

- A. District acknowledges that Pima County is self insured for general liability and professional errors and omissions liability (professional liability) coverage. Upon request, Pima County shall provide a certificate of self insurance to the District.
- B. Each party shall notify the other thirty (30) days prior to any discontinuance of such insurance coverage. Upon either party's notice of the other's discontinuation of insurance coverage the other party shall then have the right to immediate termination of the Agreement.

ARTICLE VII – CONFIDENTIALITY/HIPAA

- A. In keeping with all federal and state rules and regulations regarding patient confidentiality, the Department shall notify the Participants that they are responsible for maintaining the confidentiality of patient information. Participants shall not have access to, or have the right to review, any medical record, except where necessary in the regular course of the training covered by this Agreement or in furtherance of any litigation arising out of Participant's participation. Additionally, because of the Department's potential reliance upon the District for information required by federal, state and accreditation requirements, the District agrees to provide Department access to that information for those purposes. The discussion, transmission, or narration, in any form, by Participants of any patient information of a personal nature, medical or otherwise, obtained by the Participants is forbidden except as a necessary part of the training covered by this Agreement. Department shall affirm that all Participants have received all mandatory training required by Federal Rules and Regulations for the protection of patients' protected health information (PHI) and that departmental records of completion of such training shall be available to the District upon written request. Should the District require any additional training of the Participants, Department shall notify Participants of such requirement and the District shall provide Department with records of such attendance.
- B. For purposes of the Health Insurance Portability and Accountability Act (HIPAA), the Department and the District acknowledge that Participants are a part of the District's "work force", as defined in the HIPAA Privacy Regulations at 45 C.F.R. 160.103, and as such, no Business Associate agreement is required between the Department and the District.

ARTICLE VIII – INDEMNIFICATION

To the extent permitted by law, the District and the Department agree to indemnify, defend, and hold the other harmless, including their officers, officials, agents, employees and volunteers, from any and all suits, actions, legal administrative proceedings, claims, demands, costs (including reasonable attorney's fees), losses, damages of any kind and judgments arising out of any acts or omissions of the District's and the Department's officers, officials, agents, employees, volunteers and the Participants in connection with the performance of the Agreement.

ARTICLE IX – COMPLIANCE WITH LAWS

The Department shall comply with all federal, state, and local laws, rules, regulation, 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. Any changes in the governing laws, rules, and regulations during the terms of this Agreement shall apply, but do not require an amendment.

ARTICLE X – NON-DISCRIMINATION

The Department, or its Participants, shall not discriminate against any District employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin in the course of carrying out the provisions of this Agreement.

ARTICLE XI – AMERICANS WITH DISABILITIES ACT

The Department 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 – CANCELLATION FOR CONFLICT OF INTEREST

This Agreement is subject to cancellation for conflict of interest pursuant to ARS § 38-511, the pertinent provisions of which are incorporated into this Agreement by reference. Unless otherwise provided, either party may cancel participation in this Agreement with 90 days written notice to the other party.

ARTICLE XIII – NON-APPROPRIATION

Notwithstanding any other provision in this Agreement, this Agreement may be terminated if for any reason the parties do not appropriate sufficient monies for the purpose of maintaining this Agreement. In the event of such cancellation, the parties shall have no further obligation to each other except for payment for services rendered prior to cancellation.

ARTICLE XIV – INJURY AND WORKERS' COMPENSATION

Each party shall comply with the notice provisions of A.R.S. § 23-1022(E). For purposes of A.R.S. § 23-1022, each party shall be considered the primary employer of all personnel currently or hereafter employed by that party, irrespective of the operations of protocol in place, and said party shall have the sole responsibility for the payment of Workers' Compensation benefits or other fringe benefits of said employees. Should an injury and/or death to personnel occur while providing services under this Agreement, notifications shall be made to all parties in accordance with their respective agency policies.

ARTICLE XV – NO JOINT VENTURE

It is not intended by this Agreement to, and nothing contained in this Agreement shall be construed to, create any partnership, joint venture or employment relationship between the parties or create any employer-employee relationship between the District and any Department employees, or between the Department and any District employees. Neither party shall be liable for any debts, accounts, obligations nor other liabilities whatsoever of the other, including (without limitation) the other party's obligation to withhold Social Security and income taxes for itself or any of its employees.

ARTICLE XVI – NO THIRD PARTY BENEFICIARIES

No part of any of 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 different from the standard of care imposed by law.

ARTICLE XVII – SEVERABILITY

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

ARTICLE XVIII – IMMIGRATION COMPLIANCE

The Parties warrant that they are in compliance and will continue to comply with all federal immigration laws and regulations that relate to their employees and that they are in compliance and will continue to comply with A.R.S § 23-214 (A). The Parties acknowledge that pursuant to A.R.S. § 41-4401 and effective September 30, 2008, a breach of this warranty is a material breach of this Agreement subject to penalties up to and including termination of this Agreement, and that each of the other Parties retains the legal right to inspect the papers of any employee who works pursuant to the Agreement to ensure compliance with this warranty.

ARTICLE XIX – FOREIGN BUSINESS OPERATIONS

The Parties certify that they do not have, nor will they for the duration of this Agreement have, scrutinized business operations in Sudan or Iran as defined in A.R.S. § 35-391 and A.R.S. § 35-393, respectively.

ARTICLE XX – NOTICES

Any notice required by this Agreement shall be delivered to the following:

Chief Michael Brandt
Fire Chief
5225 W. Massingale Rd.
Tucson, AZ 85743

Capt. Don Kester
Support Operations Commander
1750 East Benson Highway
Tucson, AZ 85714

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 may be modified, amended, altered or extended only by a written amendment signed by the parties.

IN WITNESS WHEREOF, the Parties enter into this Agreement the date and year first specified above.

NORTHWEST FIRE RESCUE DISTRICT

By: 
George Carter
Chairman of the Board

ATTEST: 
Tim Clayton
Clerk of the Board

PIMA COUNTY

By: _____
Ramon Valadez, Chair,
Board of Supervisors

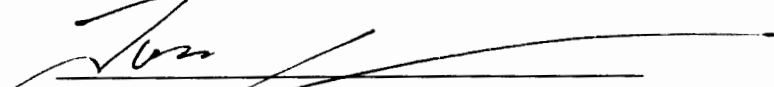
ATTEST: _____
Robin Brigode
Clerk of the Board


for Clarence W. Dupnik, Sheriff of Pima County

INTERGOVERNMENTAL AGREEMENT DETERMINATION


The foregoing Agreement by and between the Pima County Sheriff's Department and Northwest Fire District has been review and pursuant to A.R.S. § 11-952 by the undersigned who have determined, for their respective clients, that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

NORTHWEST FIRE RESCUE DISTRICT:


Thomas A. Benavidez, Attorney for the District

4-23-13
Date

PIMA COUNTY SHERIFF'S DEPARTMENT:


Sean Holguin, Deputy County Attorney

2/25/13
Date