



BOARD OF SUPERVISORS AGENDA ITEM REPORT
CONTRACTS / AWARDS / GRANTS

Requested Board Meeting Date: 07/07/2015

or Procurement Director Award ☐

Contractor/Vendor Name (DBA): Northwest Fire District

Project Title/Description:

Immunization Program Agreement

Purpose:

Memorializes collaboration with the fire district for the administration of immunizations in community settings and outbreaks.

Procurement Method:

N/A Intergovernmental Agreement

Program Goals/Predicted Outcomes:

Establish the legal basis for collaboration between the Health Department and the Fire District for the purposes of the distribution of immunizations in outbreak and other public health emergency settings.

Public Benefit:

This formal collaboration between the Health Department and the Fire District facilitates the distribution of vaccinations in community setting and in response to public health emergencies.

Metrics Available to Measure Performance:

Immunizations administered and community immunization rates.

Retroactive:

Yes. The Fire District approved and signed this agreement on May 26, 2015. County received for final approval on June 3, 2015.

To: COB - 6.24.15 (2)
Ver. - 1
Tgs - 8

Procure Dept 06/23/15 PM03:54

Original Information

Document Type: CTN Department Code: HD Contract Number (i.e., 15-123): 15-00147
Effective Date: 06/01/15 Termination Date: 05/31/20 Prior Contract Number (Synergen/CMS): N/A
☐ Expense Amount: \$ 0.00 ☐ Revenue Amount: \$ 0.00
Funding Source(s): N/A

Cost to Pima County General Fund: NONE

Contract is fully or partially funded with Federal Funds? ☐ Yes ☒ No ☐ Not Applicable to Grant Awards
Were insurance or indemnity clauses modified? ☐ Yes ☒ No ☐ Not Applicable to Grant Awards
Vendor is using a Social Security Number? ☐ Yes ☒ No ☐ Not Applicable to Grant Awards

If Yes, attach the required form per Administrative Procedure 22-73.

Amendment Information

Document Type: _____ Department Code: _____ Contract Number (i.e., 15-123): _____
Amendment No.: _____ AMS Version No.: _____
Effective Date: _____ New Termination Date: _____
☐ Expense ☐ Revenue ☐ Increase ☐ Decrease Amount This Amendment: \$ _____
Funding Source(s): _____

Cost to Pima County General Fund: None

Contact: Ana Basurto, Contract/Grant Manager

Department: Health

Telephone: 243-7838

Department Director Signature/Date: _____

Deputy County Administrator Signature/Date: _____

County Administrator Signature/Date: _____

(Required for Board Agenda/Addendum Items)

[Handwritten Signature] 22 June 15
6-23-15
[Handwritten Signature] 6/23/15

INFORMATION appear on all
invoices, correspondence and
documents pertaining to this
contract.

RECITALS:

WHEREAS, the DISTRICT has trained paramedic personnel capable of administering childhood immunization services pursuant to A.A.C. R9-25-501 (as authorized by A.R.S. §36-2202 (A)(2), (3), and (4) and §36-2204 (1));

WHEREAS, in accordance with A.R.S. § 11-951 et seq., Pima County, a body politic and corporate of the State of Arizona, and Northwest Fire/Rescue District, A Special Taxing District, are authorized to enter into this Agreement.

Article I. TERM

Article II. PURPOSE

Article III. FINANCE

Northwest Fire District Immunizations IGA 2015-2020.doc

Article IV. PARTIES RESPONSIBILITIES

A. The DISTRICT shall:

1. Hold free back-to-school clinics for school age children in their service area in collaboration with COUNTY;
2. Assure that necessary staff (clerical and paramedic) is available to perform the responsibilities of this Agreement;
3. Report to the established clinic location(s);
4. Be responsible for: transporting supplies; setup of the clinic(s); completion of immunization forms and records; and, assist with the return of unused vaccine to the COUNTY;
5. Assure that paramedics providing services under this Agreement obtain annual training.

B. The COUNTY shall:

1. Train and certify paramedics for extended scope of practice to include proper immunization procedure and technique;
2. Provide standing orders as determined by the Department's Chief Medical Officer;
3. Supply the necessary Vaccine For Children (VFC) vaccines to the DISTRICT;
4. Store and distribute vaccines, obtained through the federally-funded VFC program;
5. Provide DISTRICT with all necessary forms and medical supplies, such as alcohol swabs and syringes;
6. Give technical support;
7. Provide record keeping and reporting of immunizations to the Arizona Department of Health Services;
8. Be available to answer organizational and medical questions during clinic(s).

Article V. 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 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 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 IX. 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 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 X. 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 XI. 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 XII. 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 XIII. TERMINATION

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

Article XIV. 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 XV. 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 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:

Director
Pima County Health Department
3950 S. Country Club, Ste. 100
Tucson, Arizona 85714-2056

NORTHWEST FIRE/RESCUE DISTRICT

Chair, Northwest Fire/Rescue District
5225 West Massingale Road
Tucson, AZ 85743-8416
(520) 887-1010

Jane Fromel, Immunization Program Manager
Pima County Health Department
3950 S. Country Club, Suite 100, Room 1362

ARTICLE XVIII. 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 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.

IN WITNESS WHEREOF, the Parties hereto approve this Agreement.

NORTHWEST FIRE/RESCUE DISTRICT

PIMA COUNTY


Chair

Date

5-26-15

Date

Chair, Board of Supervisors

ATTEST:

ATTEST:


Clerk

Date

5/26/15

Date

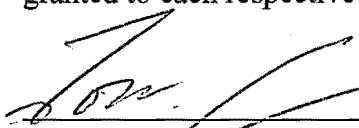
Northwest Fire/Rescue District

Clerk of the Board

Pima County Board of Supervisors

APPROVED AS TO FORM

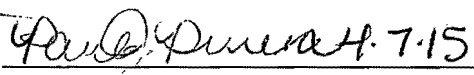
Pursuant to A.R.S. § 11-952(D), the attorneys for the parties hereto have determined that the foregoing Agreement is in proper form and is within the powers and authority of the granted to each respective body under the laws of the State of Arizona.


Legal Counsel

Northwest Fire/Rescue District

5-26-15

Date


Deputy County Attorney

4.7.15
Date

REVIEWED BY


Health Department

11 June 15
Date

RESOLUTION NO. 2015-022

A RESOLUTION OF THE GOVERNING BOARD FOR THE NORTHWEST FIRE DISTRICT APPROVING AND AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE NORTHWEST FIRE DISTRICT AND PIMA COUNTY FOR THE ADMINISTRATION OF AN IMMUNIZATION PROGRAM

WHEREAS, the Northwest Fire District previously entered into an intergovernmental agreement, amendment number four, with Pima County for administering an immunization program; and

WHEREAS, that intergovernmental agreement, amendment number four, is due to expire, however, Pima County still needs qualified personnel to continue to assist it in administering immunizations; and

WHEREAS, the District would like to continue to participate in the immunization program for the betterment of its residents, personnel and the community at large; and

WHEREAS, staff from Pima County has prepared a new intergovernmental agreement which is attached hereto as Exhibit A and incorporated herein by this reference; and

WHEREAS, the Northwest Fire District and Pima County desire to avail themselves of all provisions of law applicable to this Agreement; and

WHEREAS, the Governing Board for the Northwest Fire District has reviewed the terms and conditions of the Intergovernmental Agreement, and finds that renewing the Agreement is in the best interests of the District and its residents.

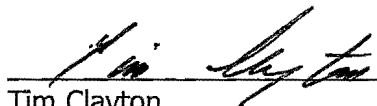
NOW, THEREFORE, BE IT RESOLVED that the Northwest Fire District enter into the Intergovernmental Agreement with Pima County for administering the immunization program, attached hereto as Exhibit A, and District Officers and staff are hereby authorized to execute the Agreement and take all steps necessary and proper to carry out its purposes.

PASSED AND ADOPTED by the Governing Board of the Northwest Fire District, this 26th day of May, 2015.


George Carter
Board Chair

ATTEST:

APPROVED AS TO FORM:


Tim Clayton
Clerk of the Board

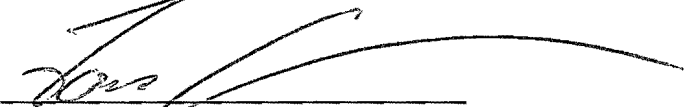

Thomas Benavidez
District Attorney

EXHIBIT A

[Intergovernmental Agreement]