

**MEMORANDUM OF UNDERSTANDING
BETWEEN COCHISE COUNTY AND DOUGLAS UNIFIED SCHOOL DISTRICT #27**

This Memorandum of Understanding (also referred to as “agreement”) is entered into between Cochise County, a political subdivision of the State of Arizona, hereinafter referred to as “County” and Douglas Unified School District #27 hereinafter referred to as “District”. The County and District are collectively referred to herein as “parties”.

WHEREAS, the County has a mandatory duty to provide immunizations to school-aged children at no cost to the children or parents, guardians, or persons in loco parentis, A.R.S. § 36673;

WHEREAS, the immunization of a child requires informed consent of a parent, guardian or person in loco parentis, *Id.*;

WHEREAS, a person who is at least eighteen (18) years of age or is emancipated may consent to immunization, *Id.*;

WHEREAS, the District is responsible for ensuring that children attending school are immunized or meet an exemption to immunization, A.R.S. § 15-872; and

WHEREAS, the parties believe that providing immunizations to children at school sites will provide a necessary service to children who are otherwise unable to get immunized for a variety of reasons, including transportation, travel costs, and/or distance.

NOW, THEREFORE, the parties agree as follows:

A. DEFINITIONS:

1. *Immunization packet* – A packet of documents given to parents, guardians, and persons in loco parentis that includes, but may not be limited to, a Patient Eligibility Screening Form, Childhood/Adolescent Immunization Administration Record, HIPAA policy, Patient Rights and Responsibilities, and a Cochise Informed Consent and Insurance form.
2. *School Administrator* – A school principal.
3. *School Site* – The location at a school provided by the school administrator that County personnel may use to immunize children (e.g. a nurse’s office).

B. COCHISE COUNTY, THROUGH ITS HEALTH & SOCIAL SERVICES DEPARTMENT:

1. Shall provide qualified personnel to provide immunizations to children at school sites.
2. Shall provide immunization packets to the school administrator or the school administrator's designated point of contact at each school site to be given to children's parents, guardians or persons in loco parentis before County personnel will be at the school site to immunize children.
3. Shall verify that a child's parent, guardian, or person in loco parentis has provided informed consent and private insurance information or AHCCCS information before County personnel may immunize the child.
4. Should a parent, guardian, or person in loco parentis appear at the school site and request that his/her child be immunized, County personnel will ensure that (1) an immunization packet is given to the parent, guardian or person in loco parentis and (2) the parent, guardian or person in loco parentis completely fills out the immunization packet documents before the child may be immunized.
5. Shall furnish documentary proof of immunization for each child immunized to the school administrator or his/her designated point of contact, and to the parent, guardian, or person in loco parentis if he/she is present during immunization of the child.

C. DISTRICT, THROUGH ITS SCHOOL ADMINISTRATORS OR SCHOOL ADMINISTRATORS' DESIGNATED POINT OF CONTACT:

1. Shall provide notice to children's parents, guardians, or persons in loco parentis of the opportunity to have their children immunized at a school site by qualified County personnel. Such notice shall include the times, dates, and locations of such opportunity.
2. Shall provide immunization packets to children's parents, guardians or persons in loco parentis to be completed and returned to the children's school administrator or his/her designated point of contact before immunizations will be given to a child.
3. Shall provide a location at a school site for County personnel to provide immunizations to a child (e.g. Nurse's Office).
4. Shall make a copy machine accessible to County personnel should copies of immunization packet documents need to be made while County personnel are at a school site.

D. THE PARTIES:

1. Shall jointly agree on the dates, times, and locations in which immunizations shall be given to children by County personnel at a school site.

E. EFFECTIVE DATE OF AGREEMENT:

This agreement shall be effective upon the signing of all parties to the agreement.

F. CHANGES TO THIS AGREEMENT:

The parties to this agreement may amend, modify, or supplement this Agreement in writing at any time by mutual consent. All other unaffected provisions set forth in this agreement shall remain in effect.

G. TERM OF AGREEMENT:

The initial term of this agreement shall be for one (1) year from its effective date. The agreement shall be automatically renewed for additional one (1) year periods at the end of each one (1) year term, unless otherwise terminated pursuant to paragraph H.

H. TERMINATION:

Any party to this agreement may terminate it at any time, with thirty (30) days written notice. Such notice shall be given by personal delivery or by registered or certified mail.

Notice to the County should be sent to the following address:

Cochise County Health & Social Services
1415 Melody Lane
Building A
Bisbee, AZ 85603

Notice to the School District should be sent to the School Administrator at each school site.

I. NON-DISCRIMINATION:

The parties shall comply with all applicable state and federal statutes and regulations governing Equal Employment Opportunity, Non-Discrimination, and Immigration.

- J. CONFLICT OF INTEREST:** This Contract is subject to cancellation pursuant to the provisions of A.R.S. § 38-511, which are incorporated herein.

K. INSPECTION AND AUDIT:

The District agrees to keep all books, accounts, reports, files and other records relating to this Contract for five (5) years after completion of the contract. In addition, the District agrees that such books, accounts, reports, files and other records shall be subject to audit pursuant to A.R.S. § 35-214.

L. PUBLIC RECORDS LAW:

Notwithstanding any other provision of this agreement, the parties understand that Cochise County is a public entity and, as such, is subject to Arizona's public records law, A.R.S. § 39-121 et. seq.

M. JURISDICTION AND APPLICABLE LAW:

This Agreement shall be governed by the laws of the State of Arizona. Jurisdiction and venue for any action under this Agreement shall be in Cochise County, Arizona.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the date and year specified below.

COCHISE COUNTY BOARD OF SUPERVISORS:

DATED: _____

Richard Searle, Chairman of the Board

ATTESTATION:

DATED: _____

Arlethe Rios, Clerk of the Board

APPROVED AS TO FORM:

DATED: 04/09/18

Elda Orduno

Elda E. Orduno, Deputy County Attorney

DUSD #27

(Name of School District)

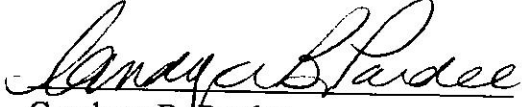
DATED: 12-5-17

M. Stahl

Chairperson of the Board

APPROVED AS TO FORM:

DATED: 10/12/2017


Candyce B. Pardee
Udall Shumway, P.L.C.
Attorney for District