

**INTERGOVERNMENTAL AGREEMENT BETWEEN
PINAL COUNTY AND COCHISE COUNTY
FOR NURSE PRACTITIONER CLINICAL TRAINING**

This Intergovernmental Agreement ("Agreement") is entered into pursuant to A.R.S. §§ 11- 951 et seq. on this ____ day of _____, 2022, by and between PINAL COUNTY, a political subdivision of the State of Arizona, by and through its Public Health Services District and COCHISE COUNTY, a political subdivision of the State of Arizona, by and through its County Health and Social Services Department for the provision of clinical training for nurse practitioners ("Trainee"). Counties are sometimes referred to herein individually as a "Party" and collectively as the "Parties".

RECITALS

WHEREAS, Arizona counties may enter into agreements with one another for joint or cooperative action pursuant to A.R.S. §§ 11-951 et seq.; and

WHEREAS, pursuant to A.R.S. §§ 36-182 et seq. PINAL COUNTY has established a Public Health Services District and COCHISE COUNTY has established a County Health and Social Services Department; and

WHEREAS, said District and Department employ personnel qualified to staff clinics providing healthcare; and

WHEREAS, Cochise County nurse practitioners desire clinical experience under the supervision of a Pinal County nurse practitioner experienced in the placement of IUDs and contraceptive implants; and

WHEREAS, Pinal County currently employs a nurse practitioner experienced in the placement of IUDs and contraceptive implants who desires to provide such training and supervision; and

WHEREAS, both Parties desire to, more efficiently, utilize available resources in providing necessary training and experience; and

WHEREAS, the Parties desire to enter into an agreement whereby the Pinal County nurse practitioner will provide clinical training and supervision for the Cochise County nurse practitioner in the placement of IUDs and contraceptive implants.

NOW THEREFORE, PINAL COUNTY and COCHISE COUNTY, pursuant to the above, and in consideration of the matters and things hereinafter set forth, do mutually agree as follows:

AGREEMENT

1. PURPOSE AND INTENT

The purpose of this Agreement is to set forth the responsibilities of the parties for the provision of clinical training and experience for the Cochise County nurse practitioner to be provided by the Pinal County nurse practitioner, and to address legal and administrative matters among the parties.

2. TERM

- A.** Unless terminated as otherwise provided in the Agreement, this Agreement shall become effective on the 16th day of November, 2022 and shall remain in effect until the 31st of December, 2023.
- B.** Either Party may terminate this Agreement by providing sixty (60) days advance written notice of termination to the other Party as set forth in Section VIII below.
- C.** Either Party to this Agreement may request a renewal of this Agreement, for subsequent one year term(s) by providing sixty (60) days' advance notice prior to the date of expiration of that Party's intent to extend. Any renewal of this Agreement must be via a written mutually agreed upon and signed Amendment to this Agreement. Notwithstanding the preceding, this Agreement may be automatically renewed for up to two (2) subsequent one-year terms, by the parties' express or implied mutual recognition.

3. OBLIGATIONS

- A. Scope of Training:**

1. Trainees will not have implied, presumptive, or apparent authority, or independent health care responsibilities for Pinal County's patients and clients and are not to be considered as independent health care providers, patients' advocates, Pinal County's employees or agents, or individuals practicing in an extended role while participating in an education program pursuant to the terms of this Agreement.
2. Parties acknowledge that this Agreement is intended to include Trainees receiving hands on training. Pinal may use its discretion in determining when a Trainee may engage in hands on experience.
3. If applicable, Parties will cooperate with each other in conducting reviews of Trainee performance.
4. Parties will fully comply with all applicable provisions of law and other rules and regulations of any and all governmental, accrediting, and regulatory authorities relating to the licensure and regulation of nurses.

B. Cochise County Responsibilities:

Cochise County will:

1. Ensure Trainees are properly licensed with the State of Arizona as nurse practitioners.
2. Educate Trainees in OSHA blood-borne pathogen standards.
3. Ensure that Trainees are employees of Cochise County.

C. Pinal County Responsibilities:

Pinal County will:

1. Provide a qualified nurse practitioner who is an employee of Pinal County to supervise Trainees' clinical training.
2. Orient Trainee on personal protective equipment availability.
3. Immediately terminate a Trainee's clinical training if Pinal County believes that Trainee poses a risk to the safety of patients and/or staff.

4. Maintain full responsibility for the care of patients in any area that Trainees' clinical training is conducted.

4. CONFIDENTIALITY

- A. For purposes of the Health Insurance Portability and Accountability Act (HIPAA), Parties acknowledge that Trainees are part of Pinal County'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 Parties.
- B. Trainees shall respect the confidential nature of information that they have access to, including but not limited to patient's personal health information provided to them orally, contained in patient medical records or maintained on the Pinal County electronic information system, if applicable.

5. GENERAL PROVISIONS

- A. **NON-DISCRIMINATION:** Neither party shall unlawfully discriminate against any employee, applicant, patient, or student based on race, color, creed, sex (including sexual preference/identity), religion, marital status, disability, veteran status, age, or national origin.
- B. **CONFLICT OF INTEREST:** This Contract is subject to cancellation pursuant to the provisions of A.R.S. § 38-511 regarding Conflict of Interest.
- C. **ARBITRATION:** The parties agree that any dispute arising under this Contract involving the sum of \$65,000 or less in money damages only shall be resolved by arbitration pursuant to A.R.S. § 12-1501 et. seq. The decision of the arbitrator shall be final.
- D. **INDEMNIFICATION, DAMAGES, AND INSURANCE:** To the maximum extent permitted by law, each Party (as "Indemnitor") agrees to indemnify, defend and hold harmless the other Party, its officers, officials, agents, employees, or volunteers from and against any and all claims, losses, liability, costs or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of actions taken in performance of this IGA to the extent that such Claims are caused by the acts, omissions, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers. If a Claim or Claims by third parties becomes subject to this Section, the governmental parties to this

IGA that are the subject of the Claim or Claims shall expeditiously meet to agree upon a common and mutual defense, including proportionate liability and proportionate payment of litigation fees, expenses, and damages.

- i. RESPONSIBILITY FOR DAMAGES:** Each Party shall be responsible and liable for any liabilities caused by the acts or omissions of such Party's employees while performing professional duties, and otherwise, as provided by law.
 - ii. INSURANCE:** Each Party acknowledges and affirms that it has appropriate and adequate insurance coverage for its performance of duties and activities, and that it will maintain such coverage for the duration of this IGA/Agreement.
- E. PUBLIC RECORDS LAWS:** Disclosure of any documents or records are subject to Arizona public records law, A.R.S. § 39-121 et. seq.
- F. JURISDICTION AND LAW:** Notwithstanding any provision in the Contract to the contrary, the Contract shall be governed by Arizona law and jurisdiction shall be in Arizona courts with venue in Pinal County, Arizona.
- G. AUTHORITY TO EXECUTE:** The individuals executing this Agreement on behalf of the Parties hereto represent that they have authority to execute this Agreement on behalf of such parties, and represent that upon execution, this Agreement shall be binding, and no further action is or shall be necessary to make the Agreement enforceable in its entirety.
- H. MODIFICATION:** This Agreement shall not be modified or extended except by a mutually signed written agreement.
- I. RELATIONSHIP OF THE PARTIES:** Each Party shall act in its individual capacity and not as an agent, employee, partner, joint venturer, associate, or any other representative capacity of the other party. Each Party shall be solely and entirely responsible for its acts or acts of its agents and employees during the performance of this Agreement. This Agreement shall not be construed to imply authority to perform any tasks, or accept any responsibility, not expressly set forth herein. This Agreement shall be strictly construed against the creation of a duty or responsibility unless the intention to do so is clearly and unambiguously set forth herein. Nothing

contained in this Agreement confers any right to any person or entity not a party to this Agreement.

- J. WAIVER:** The failure of either Party to insist in any one or more instances on performance of any of the terms or conditions of this Agreement or to exercise any right or privilege contained herein shall not be considered as thereafter waiving such terms, conditions, rights, or privileges, and they shall remain in full force and effect.
- K. NON-ASSIGNMENT:** This Agreement has been entered into based upon the personal reputation, expertise, and qualifications of the Parties. Neither Party shall assign its interest in this Agreement, in whole or in part, without the prior written consent of the other Party.
- L. ENTIRE AGREEMENT:** This Agreement represents the entire agreement between the Parties and supersedes all prior negotiations, representations, or agreements, either expressed or implied, written, or oral. It is mutually understood and agreed that no alteration or variation of the terms and conditions of this Agreement shall be valid unless made in writing and signed by the Parties.
- M. SEVERABILITY:** If any part, term, or provision, of this Agreement shall be held illegal, unenforceable or in conflict with any law, the validity of the remaining portions and provisions hereof shall not be affected.
- N. WORKERS COMPENSATION:** To the extent applicable by law, each Party shall comply with the notice 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 Worker's Compensation benefits or other fringe benefits of said employees.
- O. COUNTERPARTS:** This Agreement may be signed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

6. NOTICE

All notices to the other Party required under this Agreement shall be in writing and sent to the following personnel:

If to Pinal County:

Tascha Spears, Ph.D., RN, SANE-A, SANE-P
Director
Pinal County Public Health Services District
971 N. Jason Lopez Circle, Bldg. D
P.O. Box 2945
Florence, AZ 85132

If to Cochise County:

Alicia Thompson, DrPH, LMSW
Health Director
Cochise County Health & Social Services
1415 Melody Lane, Building A
Bisbee, AZ 85603

PINAL COUNTY

Jeffrey McClure, Chairman
Board of Supervisors

Date

ATTEST:

Natasha Kennedy, Clerk of the Board

COCHISE COUNTY

Ann English, Chair
Board of Supervisors

Date

ATTEST:

Tim Mattix, Clerk of the Board

The foregoing Intergovernmental Agreement between Pima County and Cochise County has been reviewed by the undersigned, each of whom has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to the party he or she represents.

PINAL COUNTY:

Anne Froedge, Civil Deputy County Attorney

COCHISE COUNTY

Kris Carlson, Civil Deputy County Attorney