

INTERGOVERNMENTAL AGREEMENT

BETWEEN

NORTHERN ARIZONA UNIVERSITY

AND

Tucson Unified School District

This Intergovernmental Agreement, hereinafter called the "Agreement" is entered into pursuant to A.R.S. §11-952, by and between Northern Arizona University, School of Health Professions and School of Nursing, hereafter called "the University," and Tucson Unified School District hereinafter called "TUSD."

In consideration of the mutual agreements set forth herein, the University and TUSD will cooperate as described herein.

1. Purpose

The purpose of this Agreement is to allow the University and TUSD to provide quality clinical practicum educational experiences for selected students, hereinafter referred to as "students."

2. Duration and Effective Date

This Agreement is effective August 1, 2013, for a term of five years ending June 30, 2018 or unless terminated in accordance with the terms of this Agreement. This Agreement may be terminated at any time by either party upon thirty days written notice with each party bearing its own costs except that any student already assigned to and accepted by TUSD shall be allowed to complete any in-progress clinical practicum.

The parties recognize that the performance by the parties may be dependent upon the appropriation of funds by the State Legislature of Arizona. Should the Legislature fail to appropriate the necessary funds or if the party's appropriation is reduced during the fiscal year, the parties may reduce the scope of this Agreement if appropriate or cancel this Agreement without further duty or obligation. The parties each and separately agree to notify the other party as soon as reasonably possible after the unavailability of said funds comes to its attention.

3. Mutual Responsibilities:

- a) The University and TUSD shall each designate a Clinical Education Coordinator to be the liaison representative to each other for implementation of this agreement and agree to notify the other within fourteen (14) days of any change in their designated representative.
- b) TUSD agrees to accept students selected by the University for Clinical Practicum Experiences. The nature and timeframe of the experiences shall be individually arranged and approved by the clinical Education Coordinators for TUSD and the University.
- c) The number of students assigned to TUSD and the dates of rotation shall be mutually agreed upon and shall be subject to the availability of TUSD's personnel for teaching and supervision.
- d) TUSD has determined that it is a Covered Entity under the Health Insurance Portability and Accountability Act (HIPAA) of 1996. Students shall function as part of TUSD's "workforce" as defined in 45 CR §160.103 and shall be responsible for providing the assigned students with appropriate training in HIPAA policies and procedures. The University shall insure that the assigned students are familiar with HIPAA prior to their assignment to TUSD.
- e) Except as set forth above, no provision of this agreement shall be deemed to constitute the University or any agent or employee of the University as an agent or employee of TUSD. Neither the University or TUSD personnel shall by virtue of this agreement, be entitled or eligible by reason of the contractual relationship hereby created to participate in any benefits or privileges given or extended by either party to its employees. The University and TUSD do not consider the student an employee of TUSD for liability or Worker's Compensation purposes, but a student in the clinical practicum phase of the student's professional development.
- f) The parties agree to comply with all laws. The parties will not discriminate against any employee or applicant due to race, color, religion, sex, or national origin, and in this regard they will comply with all applicable federal and state employment laws, rules and regulations; including the Americans with Disabilities Act.
- g) Both parties agree to comply with the requirements of the Family Education Rights and Privacy Act more commonly referred to as FERPA.
- h) The policies, rules and regulations of TUSD shall be applicable to the students. TUSD shall inform students of the students' responsibility to comply with its policies, regulations, procedures and rules, including those regarding the confidentiality of protected health information or other confidential information pertaining to client and patient needs.
- i) Neither TUSD nor the University shall use the name of the other party or its employees in any publicity or advertising material without prior written approval by a duly authorized representative of the other party.

4. The University agrees:

- a) To give TUSD at least thirty (30) days notice of a student assignment unless this notice is specifically waived by TUSD. The University however, reserves the right to revoke any such assignment prior to the student's entry into the clinical practicum at TUSD. Furthermore, the University reserves the right to withdraw any student from assigned clinical practicum at TUSD when in the University's judgment the clinical practicum does not meet the needs of the student.

- b) To ensure that all students assigned to TUSD have a valid fingerprint clearance card issued by the State of Arizona.
- c) To forward to TUSD a summary of the student's training and experience which shall include at least information on the student's general education and good academic standing.
- d) To contact or visit TUSD for the purpose of monitoring student progress and performance and facilitating information exchange between the University, TUSD and students.
- e) To assure personal professional liability insurance coverage by the student and/or the Risk Management Division, Arizona Department of Administration, for each student assigned to TUSD. Upon request, a certificate of insurance will be furnished to TUSD indicating effective coverage and liability limits.
- f) To provide TUSD with a statement of expectations and objectives of curricular and clinical education, upon request.
- g) To insure that students review and understand their responsibilities under this agreement as outlined in Appendix A.
- h) To maintain adequate insurance to cover any liability arising out of the acts and omissions of the University's agents and employees arising out of the performance of this Agreement. The University shall not be responsible for maintaining insurance coverage for liability arising from the acts and omissions of TUSD's employees or agents.

5. TUSD agrees:

- a) To provide clinical practicum experiences as stated in the objectives of the University program and supervision appropriate to the academic and clinical level of the assigned student.
- b) To provide appropriate orientation and information regarding policies, rules and regulations of TUSD to incoming students.
- c) To make available physical facilities and other equipment necessary to support the clinical practicum experience.
- d) To provide the student and University appropriate information regarding TUSD's various school sites and programs to aid the student and University in selecting a specific site.
- e) To retain primary responsibility for its patients.
- f) To complete forms required by the University such as the General Information Form, Student Evaluation Report, etc.
- g) To request that the University immediately withdraw a student from the assigned clinical practicum when the student's performance is unsatisfactory or the student's behavior is disruptive or detrimental to TUSD or violates the Code of Ethics of ht discipline or TUSD's policies and regulations.
- h) To provide and /or facilitate emergency care of student; Student shall be responsible for the cost of said emergency care.
- i) To maintain adequate insurance to cover any liability arising out of the acts and omissions of the TUSD's agents and employees arising out of the performance of this Agreement. TUSD shall not be responsible for maintaining insurance coverage for liability arising from the acts and omissions of the University's employees or agents.

6. Funding:

There are no funding arrangements for this program.

7. Miscellaneous terms:

- a) All books, accounts, reports, files and other records relating to this Agreement shall be subject at all reasonable times to inspection by either party or their agents for five years after competition of this Agreement. Any person(s) reviewing documents shall execute a HIPAA and/or other nondisclosure agreement to protect the confidentiality of protected health information or other confidential information pertaining to client, patient or student records.
- b) In accordance with A.R.S. § 35-391 and 35-393, each party to this Agreement hereby certifies that it (1) is not in violation of the Export Administration Act and (2) does not have scrutinized business operations in Sudan or Iran. Each party to the Agreement warrants compliance with A.R.S. § 41-4401, A.R.S. § 23-214, the Federal Immigration and Nationality Act (FINA), and all other federal immigration laws and regulations.
- c) This Agreement is subject to the provisions of A.R.S. 38-511. The State of Arizona may cancel this Agreement if any person significantly involved in negotiating, drafting, securing or obtaining this Agreement for or on behalf of the Arizona Board of Regents becomes an employee in any capacity of the other party or a consultant to the other party with reference to the subject matter of this Agreement while the Agreement or any extension thereof is in effect.
- d) Nothing in this Agreement will be construed as establishing a partnership, joint venture or similar relationship between TUSD and the University, and nothing in this Agreement will be construed to authorize either party to act as agent for the other.
- e) This Agreement may be revised, modified or extended only by written amendment signed both parties.

8. Notice:

Any written notice/communication provided for, required, or permitted herein will be addressed to the following:

Tucson Unified School District

Donna Johnson, Director
 Student Health Services
 1010 East 10th Street
 Tucson, AZ 85719

Northern Arizona University

Contractual:
 Contract Officer

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement on the dates indicated below.

For Northern Arizona University

For Tucson Unified School District

Adelita Grijalva
President of the Governing Board

DATED _____

DATED _____

REVIEWED AND 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 granted to each respective body under the laws of the State of Arizona.

UNIVERSITY Legal Counsel Date

TUSD Legal Counsel Date

APPENDIX A
STUDENT RESPONSIBILITY STATEMENT

This Acknowledgment is made by the Student identified below to acknowledge certain duties and responsibilities with regard to his/her participation in a clinical experience in the University at the facility where the clinical experience takes place ("Facility").

DUTIES AND RESPONSIBILITIES OF STUDENT

1. The Student will complete and be responsible for the cost of providing all health forms and certificates requested by the Facility.
2. The Student will comply with all applicable policies, procedures, and rules of Facility.
3. The Student will participate in orientation, required mandatory education, and skill training as required by Facility.
4. The Student will demonstrate professional behavior appropriate to the environment, including adhering to professional dress code, and maintaining high standards of patient care.
5. The Student will follow the policies, rules, and regulations of Facility, including those regarding confidentiality of protected health information or other confidential information pertaining to client and patient records.
6. The Student will at all times conduct himself/herself, both at the Facility and outside normal business hours, in a personally and professionally ethical manner.
7. The Student will make appropriate arrangements for transportation and housing, if necessary, and be responsible for all travel and living expenses incurred in relation to the University.
8. The Student understands and agrees that his/her participation will be as a Student and shall not be considered an employee of Facility for any purpose and will receive no compensation or benefits as a Student.
9. The Student agrees that Northern Arizona University may share information received from the Student's Criminal Background Check and Drug Testing with Facility, if applicable.
10. The Student will conform to the work schedule of Facility, and make up time and work missed during unavoidable illnesses, in consultation with my academic coordinator and clinical instructor.
11. The Student will conform to the work schedule of Facility, and make up time and work missed during unavoidable illnesses, in consultation with my academic coordinator and clinical instructor.
12. The Student will obtain prior written approval from University and Facility before publishing or presenting any material relating to the clinical experience outside normal educational settings of the University.
- 13.

I HAVE READ AND UNDERSTAND THIS ACKNOWLEDGMENT AND AGREE TO ABIDE BY ITS TERMS AND CONDITIONS:

Student Name: _____
(Please type or print)

Student Signature

Date