

<p>Pima County Department of Health</p> <p>Project: Community Outreach Network Teaching Adolescents Contraceptive Techniques Project (CONTACT)</p> <p>School District: Tucson Unified School District 1010 E. Tenth Street Tucson, AZ 85719</p> <p>Amount: \$0.00</p>	<p>(STAMP HERE)</p>
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USE OF PREMISES AGREEMENT

1. Parties, Background and Purpose.

1.1. Parties. This Agreement is between Pima County, a body politic and corporate of the State of Arizona (“County”), and Tucson Unified School District (“Owner”).

1.2. Authority. County entered into agreement pursuant to and consistent with Board of Supervisors Policy D29.4.V., Real Property Agreements.

1.3. Background and Purpose.

1.3.1. Owner recognizes the desirability of providing reasonably accessible health services to its students to maximize the students' full academic potential.

1.3.2. County has implemented the Community Outreach Network Teaching Adolescents Contraceptive Techniques Program ("Project CONTACT"). Project CONTACT is a program designed to meet the reproductive health needs of homeless and low income youth.

1.3.3. Owner finds that County will be providing services of benefit to Owner, its students, and the community and that County's activities on the Property will promote the educational function of Owner.

1.3.4. Owner owns certain real property (individually and collectively the "Property"), located at the following schools:
Agave Middle and High School (High School students only),
3645 E. Pima St., Tucson
Catalina High School, 3645 E. Pima St., Tucson
Cholla High School, 2001 W. Starr Pass Blvd, Tucson
Mary Meredith K-12 School (High School students only), 755 N. Magnolia Ave., Tucson

Palo Verde High Magnet School, 1302 S. Avenida Vega, Tucson
Project MORE, 440 S. Park Ave, Tucson
Pueblo High School, 3500 S. 12th Ave. Tucson
Rincon High School, 421 N. Arcadia Ave., Tucson
Sabino High School, 5000 N. Bowes. Rd., Tucson
Sahuaro High School, 545 N. Camino Seco, Tucson
Santa Rita High School, 3951 S. Pantano Rd., Tucson
Teenage Parent Program, 102 N. Plumer, Tucson
Tucson High Magnet School, 400 N. 2nd Ave.,
Tucson **University High School**, 421 N. Arcadia Ave.,
Tucson

Owner grants County, subject to the express permission of each site's principal or designee, the use of space to operate a mobile health care clinic one or more days per week in the parking lot of the Property (the "Permitted Use"). The times, days and specific locations of operation will be agreed upon by the site principal or designee ("Owner") and the "County".

1.3.5. The parties agree to cooperate with each other in matters relating to this Agreement and Project CONTACT.

1.4. Use of Portion of Property. Owner hereby agrees to allow County the use of the Property for the Permitted Use.

2. **Term.**

2.1. Original Term. This Agreement is effective for a one-year period commencing on August 2, 2018 (the "Initial Term") through August 1, 2019. "Term," when used in this Agreement, means the Initial Term plus any exercised Extension Options.

2.2. Extension Options. County may renew this Agreement for up to four (4) additional periods of up to 1 year each (each an "Extension Option"). An Extension Option will be effective only upon execution by the Parties of a formal written amendment.

3. **Scope of Services**. The responsibilities of County and Owner are described in **Exhibit A** (1 page).

4. **No Fee for Use**. In recognition of the benefit that County's operation will provide to the Owner, use of the Property shall be without cost to County. Owner shall pay for the cost of all utilities, taxes, licenses, and other expenses of every nature associated with the use of the Property by County pursuant to this Agreement.

5. **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.

6. **Mutual Indemnification.** Each party (as "Indemnitor") agrees to defend, indemnify, and hold harmless the other party (as "Indemnitee") 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 bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.

7. **Laws and Regulations.**
 - 7.1. Compliance with Laws. Owner will comply with all federal, state, and local laws, rules, regulations, standards and Executive Orders, including, but not limited to, Federal privacy laws, including the Family Educational Rights and Privacy Act of 1974 [FERPA] , the Health Insurance Portability and Accountability Act of 1996 [HIPPA].
 - 7.2. Choice of Law; Venue. The laws and regulations of the State of Arizona govern the rights and obligations of the parties under this Agreement. Any action relating to this Agreement must be filed and maintained in the appropriate court of the State of Arizona in Pima County.

8. **Absence of Partnership or Joint Venture.** The parties are engaging in neither a partnership nor a joint venture. The parties further agree as follows: (a) County shall not be responsible or liable for the educational decisions made by Owner and its agents and employees; and, (b) Owner shall not be responsible or liable for the medical decisions made by or the quality of medical services rendered by County and its agents or employees, including volunteers working under County's direction and control.

9. **Maintenance and Security.** Owner shall be responsible for the entire maintenance and security of the Property. Owner shall take all necessary steps and precautions to guard against vandalism and other potential damage to the Property. Owner agrees to maintain the Property in a safe and sanitary condition.

10. **Assignment.** The parties may not assign their rights or obligations under this Agreement, in whole or in part, without the prior written approval of the other party.

11. **Termination.** Owner or County may terminate this Agreement, for any reason or no reason, by giving the other party thirty (30) days' written notice of that party's intention to terminate.

12. **Notice.** Any notice required or permitted to be given under this Agreement must be in writing and be served by personal delivery or by certified mail upon the other party as follows:

County:

Marcy Flanagan, Director
Pima County Health Department
Tucson, AZ 85714
(520) 724-7931

Owner:

Tucson Unified School District
Dr. Gabriel Trujillo
Superintendent
1010 E. Tenth Street
Tucson, AZ 85719
(520) 225-6422

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

13. **Health Insurance Portability and Accountability Act.** The parties acknowledge that County's Project CONTACT is a "covered entity" as described in 45 C.F.R. §160.103 of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), and is required to comply with the provisions of HIPAA with respect to safeguarding the privacy, confidentiality and security of protected health information. Owner acknowledges that it may obtain confidential personal health information of County's Project CONTACT participants in the course of Owner's performance under the terms of this Agreement. "Confidential personal health information" includes information that could be used to identify a participant, information pertaining to the participant's care, treatment or experience in County's program, and information pertaining to the cost of, payment for, or collections activities related to participant's care, treatment and experience in County's program. Owner agrees to maintain the privacy, confidentiality and security of information it may obtain in the course of its performance under this Agreement. In particular, Owner agrees that:
 - 13.1. Any confidential personal health information that Owner may obtain shall remain the sole property of the County; and
 - 13.2. Owner shall establish and maintain procedures and controls that are acceptable to County to assure that no confidential personal health information contained in its records or obtained from County or from others in carrying out its functions under this Agreement shall be used by or disclosed by Owner, its agents, officers, employees or sub-contractors, except as required in the performance of its obligations under the terms of this Agreement; and
 - 13.3. Owner shall not remove any confidential personal health information from County premises, if applicable; and
 - 13.4. Any other information pertaining to individual persons shall not be divulged other than to employees or officers of Owner as needed for the performance of its duties under this Agreement, or to County.
 - 13.5. Owner shall promptly report to County any Breach or Security Incident, as such terms are defined by HIPAA, that has or may result in the unauthorized use or disclosure of County's protected health information, and in no case later than seventy-two hours from the date of actual or constructive discovery by Owner; and
 - 13.6. Owner shall defend, indemnify and hold harmless County from and against any and all penalties, claims, losses, liabilities, damages, costs and expenses arising out of or in connection with Owner's negligent failure to (a) discover a Breach, (b) timely notify County of a Breach that is known or should have been known to Owner or (c) otherwise comply with Owner's breach notification obligations under HIPAA or this Agreement.
14. **Cancellation for 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.
15. **Israel Boycott Certification.** Owner hereby certifies that it is not currently engaged in, and will not for the duration of this Agreement engage in, a boycott of Israel as defined by A.R.S. § 35-

393.01. Violation of this certification by Owner may result in action by the County up to and including termination of this Agreement.

- 16. **Entire Agreement.** This document constitutes the entire agreement between the parties pertaining to the subject matter it addresses, and this Agreement supersedes all prior or contemporaneous agreements and understandings, oral or written.
- 17. **Amendment.** The parties may modify, amend, alter or extend this Agreement only by a written amendment signed by the parties.

IN WITNESS THEREOF, the parties have affixed their signatures to this Agreement on the date written below:

PIMA COUNTY

OWNER

Procurement Director

Authorized Officer Signature

Date

Printed Name and Title

APPROVED AS TO FORM

Date

Deputy County Attorney

Print DCA Name

Date

APPROVED AS TO CONTENT

Department Director

Date

EXHIBIT A SCOPE OF SERVICES

- A. The County and Owner mutually agree that the County will provide reproductive health education and other health services to students and/or community members at the schools listed in article 1.3.4 in order to maximize the adolescent's full health and academic potential.

- B. Owner services shall include, but are not limited to, the following:
 - a. Coordinate with the County to schedule services to be provided to students.
 - b. Provide 24 hours notice to the County if parking space for the County's mobile clinic will not be available on the Owner's property and therefore health services will not be able to be conducted from the mobile clinic on that day.

- C. County shall:
 - a. Provide on-site classroom reproductive health education classes as requested by Owner.
 - b. Determine eligibility of students/community members referred by Owner to the County's Project CONTACT.
 - c. Provide a mobile health services clinic one or more days a month.
 - d. Provide a schedule of dates and times when services will be conducted.

- D. All services shall comply with the requirements and specifications as called for in this Agreement and requirements under the Title X Family Planning Program, administered by the Department of Health and Human Services, the terms and conditions of which are hereby incorporated into this Agreement as if set forth in full herein.