INTERGOVERNMENTAL AGREEMENT

BETWEEN MARICOPA COUNTY
by and through its
Department of Public Health

AND

TUCSON UNIFIED SCHOOL DISTRICT

FOR

DIETETIC INTERNSHIP PROGRAM
IN THE OFFICE OF NUTRITION SERVICES

THIS INTERGOVERNMENTAL AGREEMENT is entered into by and between Maricopa County, a body politic of the state of Arizona, acting by and through its Department of Public Health (hereinafter “County”), whose principal office is located at 4041 N. Central Ave., Ste. 1400, Phoenix, AZ 85012 and Tucson Unified School District, a body politic of the state of Arizona (hereinafter “TUSD”), whose principal office is located at 1010 E Tenth Street, Tucson, AZ 85719, and locations where TUSD’s Food Services Department provides services.

WITNESSETH:

WHEREAS, the purpose of the Intergovernmental Agreement (hereinafter “Agreement”) is to establish a program of cooperative interaction between County and TUSD to provide dietetic interns with a dietetic internship practicum approved by the American Dietetic Association, in an off-campus setting, in the areas of clinical, community, food management, and administrative dietetics; and

WHEREAS, it is in the mutual interest and advantage of the parties that the interns be given the opportunity to utilize TUSD’S facilities for educational and supervisory experience purposes; and

WHEREAS, the provisions of A.R.S. §11-951, et seq. authorizes the to enter into Agreements with one another for joint or cooperative action; and

WHEREAS, it is acknowledged by the parties to this Agreement that the dietetic interns who participate in the dietetic internship program contemplated by this Agreement are performing duties for a program which is sponsored by County, and that said dietetic interns will be supervised by both County and TUSD while they are performing duties in the dietetic internship program contemplated by this Agreement; and

WHEREAS, the dietetic internship program of County is currently granted approval status by The American Dietetic Association Council on Education Division of Education Accreditation/Approval, a specialized accrediting body recognized by the Council on Postsecondary Accreditation and the United States Department of Education.
NOW, THEREFORE, upon the mutual promises and covenants contained herein, County and TUSD agree as follows:

1. RESPONSIBILITIES OF COUNTY

County agrees that during the term of this Agreement, it shall:

a. Designate in writing a Dietetic Internship Program Director who will be available for consultation with TUSD on all matters of the operation of the program to include the qualification, preparation, grading, and working hours of the interns placed in the program;

b. Select for potential placement in the program at TUSD interns whose previous academic and practical experience has properly prepared them for the activities and responsibilities required by the program;

c. Instruct and advise the selected interns of their obligations to TUSD while participating in the program as those obligations are set forth in writing by TUSD, and to comply with all written rules, regulations and policies of TUSD while they participate in the program;

d. Provide such supervision and instruction, in addition to that made available by TUSD at its facilities, as may be agreed upon by County and TUSD;

e. Provide TUSD'S Registered Dietitian Site Director with a written copy of the policies and rules of the Dietetic Internship Program that affect the interns and are related to their participation in the program, and keep TUSD'S Registered Dietitian Site Director informed of any changes in said policies and rules;

f. Withdraw the intern(s) from the dietetic internship program if they fail to meet such standards and criteria for participation in the program as are agreed upon by both County and TUSD; or if they fail to comply with the written rules, regulation and policies of TUSD;

g. Provide TUSD'S Registered Dietitian Site Director all the rights and privileges of an adjunct faculty member; and

h. Advise TUSD in writing at least thirty (30) days prior to the arrival of interns at TUSD of the date anticipated for commencement of their participation in the program.

2. RESPONSIBILITIES OF TUSD

TUSD agrees that during the term of this Agreement it shall:
a. Provide the necessary facilities and supervisory personnel to establish and carry out the requirements of the dietetic internship program that will give the dietetic interns educational and supervisory experiences in dietetics at TUSD site(s).

b. Designate a Registered Dietitian Site Director who shall be responsible for the interns and act as the dietetic internship program coordinator with County.

c. Provide to the Dietetic Internship Program Director evaluation of the interns' performance and other such information as may be requested concerning the interns' participation at TUSD site(s).

d. Provide such training aids and data relating to the various phases of the program as may be reasonably necessary;

e. Allow interns to utilize library and cafeteria facilities if available;

f. Provide the Dietetic Internship Program Director with a copy of the written rules, regulations and policies of TUSD as it applies to the dietetic internship programmatic activities.

3. MUTUAL RESPONSIBILITIES OF County AND TUSD

Both parties agree:

a. That faculty of County, and faculty of TUSD shall confer at such times as may be mutually agreed upon to evaluate the progress of the dietetic internship program and the interns;

b. To cooperate to provide a sound educational environment to the interns and quality services to all clients of County and TUSD; and

c. That any and all material and/or programs developed by the interns during their participation in the dietetic internship program at County shall become the joint property of County and TUSD.

4. COMPENSATION

Interns will not receive financial compensation from either County or TUSD under the terms of this Agreement.

5. WORK STATEMENT

To complete program graduation requirements, the interns will meet the 47 Core
Competencies and 10 Community Competencies for the Supervised Practice Components of entry level dietitians as listed in the *Commission on Accreditation for Dietetic Education Accreditation Handbook*, © 2002, pages 32-35. All interns will receive a copy of these competencies.

6. **NONDISCRIMINATION**

The parties hereto mutually agree that at no time shall race, creed, color, gender, or other prohibited criteria be employed by either County, OR TUSD for the purpose of discrimination, whether as to employees, applicants for employment, interns or clients. To the extent applicable to this Agreement, both parties hereto agree to comply with all state and Federal laws, rules, regulations, and executive orders as to equal employment opportunity, non-discrimination and affirmative action including Arizona Executive Order No. 2009-09.

7. **INSURANCE**

A. Each party shall have in effect at all times during the term of this Agreement insurance or comparable self-insurance which is adequate to protect the other party, its officers and employees, participants and equipment against such losses as are set forth below.

B. TUSD shall provide County, upon request, with a current Certificate of Insurance or a certified copy of the insurance policy naming Maricopa County as an additional insured, or, if TUSD is self-insured, shall provide the County with current documentation of self-insurance coverage by furnishing a letter indicating such.

C. The following types and amounts of insurance are required as minimums:

1. Worker's Compensation as required by Arizona law.
2. Unemployment Insurance as required by Arizona law.
3. Commercial general liability insurance with a minimum combined single limit of one million dollars ($1,000,000) each occurrence. The policy shall include coverage for public liability, bodily injury, and property damage, personal injury (including coverage for Contractual and employee acts) and blanket Contractual.
4. Standard minimum deductible amounts are allowable. Any losses applied against insurance deductibles are the sole responsibility of TUSD.
5. Professional Liability Insurance with a minimum of combined single limit of one million dollars ($1,000,000) for each occurrence.

D. TUSD will immediately inform the Dietetic Internship Program Director of any
cancellation of its insurance or any decrease in its lines of coverage at least thirty (30) days before such action takes place.

8. PROFESSIONAL LIABILITY

A. Under this Agreement, all Dietetic Interns shall have in effect at all times during their participation in the dietetic internship program professional liability insurance with a minimum of combined single limit of one million dollars ($1,000,000) for each occurrence, three million dollars ($3,000,000) aggregate.

B. The Dietetic Interns, while providing health care, medical or professional services shall be deemed agents of the County for purposes of determining professional liability for acts rising out of the performance of this Agreement. Such professional liability coverage shall be enforced for services performed in County programs as specified in the Work Statement and in support of this Agreement.

C. The scope of the County’s responsibility to the dietetic interns while providing health care, medical or professional services is pursuant to A.R.S. §11-981, and governed, defined and controlled by the terms of the Maricopa County Self Insurance Trust Document, approved by the Maricopa County Board of Supervisors maintained and administered by the Maricopa County Risk Management Department.

9. NON-LIABILITY

Maricopa County and its officers and employees shall not be liable for any act or omission by TUSD or any subcontractor, employee, officer, agent or representative of Contractor or subcontractors occurring outside the scope and duties of this Contract.

10. RECIPROCAL INDEMNITY

Each party (as “indemnitor”) agrees to indemnify, defend, and hold harmless the other party (as “indemnitee”) from and against any and all claims, losses, damages and expenses (including reasonable attorney’s fees), hereinafter collectively referred to as “claims,” arising out of the negligent acts, misconduct or omissions of the indemnitor, its agents, or employees.

11. APPLICABLE LAW

This agreement shall be construed under the laws of the State of Arizona.

12. COMPLIANCE REQUIREMENTS FOR A.R.S. § 41-4401, GOVERNMENT PROCUREMENT; E-VERIFY REQUIREMENT

A. TUSD warrants compliance with all federal immigration laws and regulations relating to employees and warrants its compliance with A.R.S. § 23-214, Subsection A (that subsection reads: “After December 31, 2007, every employer, after hiring an
employee, shall verify the employment eligibility of the employee through the E-Verify program”.

B. A breach of warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of this Agreement and TUSD may be subject to penalties up to and including termination of the Agreement.

C. Failure to comply with a State audit process to randomly verify the employment records of contractors and subcontractors shall be deemed a material breach of this Agreement and TUSD may be subject to penalties up to and including termination of the Agreement.

D. The State of Arizona retains the legal right to inspect the papers of any employee who works on this Agreement to ensure that the contractor or subcontractor is complying with the warranty under Paragraph 12.A.

E. For questions about E-Verify TUSD should visit the following web site: http://www.uscis.gov/portal/site/uscis.

13. MODIFICATIONS

This Agreement shall be modified only by a written Amendment signed by persons duly authorized to enter into agreements on behalf of the County and TUSD.

14. TERMS OF AGREEMENT

A. The term of this Agreement shall be from July 1, 2015 through June 30, 2020. The Agreement may be renewed for additional one-year terms by the mutual consent of both parties.

B. This Agreement may be terminated by either party upon thirty (30) days prior written notice to the other party. Notwithstanding anything herein to the contrary this Agreement shall continue until all of those interns participating in the dietetic internship program at the time of written notice of the termination of the Agreement have completed their training experience. This Agreement is also subject to the terms and conditions of A.R.S. §38-511, Statutory Right of Cancellation for Conflict of Interest.

15. SIGNATURE AUTHORIZATION

Any individual executing this Agreement on behalf of TUSD represents and warrants to County that they are duly authorized to execute this Agreement on behalf of TUSD, and that upon their signature this Agreement shall be binding upon TUSD.

(signature page follows)
IN WITNESS WHEREOF, County and TUSD have executed this Agreement.

MARICOPA COUNTY
Acting by and through its Department of Public Health

By: ________________________________ Date
Chairman, Maricopa County Board of Supervisors

By: ________________________________ Date
Shirley McKechnie-Sokol Director, Food Services Department

Attest:

__________________________________ Date
Clerk of the Board

__________________________________ Date
Director, MCDPH

__________________________________ Date
Deputy County Attorney Approved as to Form

__________________________________ Date
Legal Counsel Approved as to Form

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