



Contract Number: CTN-HD-15*078
Effective Date: 1-1-15
Term Date: 12-31-15
Cost: _____
Revenue: _____
Total: _____ NTE: _____
Action: _____
Renewal By: 10-1-15
Term: 12-31-15
Reviewed by: PSL

BOARD OF SUPERVISORS AGENDA ITEM SUMMARY

Requested Board Meeting Date: Next Available

ITEM SUMMARY, JUSTIFICATION &/or SPECIAL CONSIDERATIONS:

The Pima County Health Department is contracting with Tucson Unified School District to administer childhood immunization services. The request to approve this contract is in response to the continuing and tremendous challenge of providing our children with the immunizations they need to be admitted to area schools in Pima County.

CONTRACT NUMBER (If applicable): CTN 150000000000000000078

STAFF RECOMMENDATION(S): *Approval*

Procure Date: 01/20/2015 PM0348

CORPORATE HEADQUARTERS: 102 North Plumer Street, Tucson, AZ 85719

Page 1 of 2

Ver-1
Vendor-1
Pgs. 8

To: CoP - 1-21-15

Agenda - 2-3-15
(21)

CLERK OF BOARD USE ONLY: BOS MTG. _____

ITEM NO. _____

PIMA COUNTY COST: 0 and/or REVENUE TO PIMA COUNTY: \$0

FUNDING SOURCE(S): N/A
(i.e. General Fund, State Grant Fund, Federal Fund, Stadium D. Fund, etc.)

Advertised Public Hearing:

	<input type="checkbox"/>	YES	<input checked="" type="checkbox"/>	NO
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Board of Supervisors District:

1	<input type="checkbox"/>	2	<input type="checkbox"/>	3	<input type="checkbox"/>	4	<input type="checkbox"/>	5	<input type="checkbox"/>	All	<input checked="" type="checkbox"/>
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IMPACT:

IF APPROVED: Tucson Unified School District personnel will be able to participate in immunization clinics to provide required "back to school" vaccinations to school-aged children in Pima County.

IF DENIED: Current immunization clinics conducted by Pima County Health Department would be jeopardized, as supplemental personnel would not be available to administer required immunizations to the substantial number of school-aged children.

DEPARTMENT NAME: Health Department

CONTACT PERSON: Ana Basurto/Denise Sauer **TELEPHONE NO.:** 724-7838/7947

INTERGOVERNMENTAL AGREEMENT FOR THE PROVISION AND
ADMINISTRATION OF CHILDHOOD IMMUNIZATIONS BETWEEN
TUCSON UNIFIED SCHOOL DISTRICT
AND PIMA COUNTY

This Intergovernmental Agreement ("Agreement") is entered into between Pima County, a body politic and corporate of the State of Arizona ("COUNTY"), and the Tucson Unified School District, ("DISTRICT"), a political subdivision of the State of Arizona, for nursing services in the provision and administration of childhood immunization services.

RECITALS

WHEREAS, the DISTRICT desires to enter into an Agreement with the COUNTY for the provision and administration of childhood immunization services;

WHEREAS, to provide Public Health Nurse Services and other appropriate services offered by Pima County Health Department (PCHD) at select Tucson Unified School District (TUSD) community and school sites;

WHEREAS, the schools in Tucson Unified School District may request training and authorization from the Pima County Health Department for the school nurse to administer vaccines under A.R.S. § 36-673(C);

WHEREAS, the DISTRICT has trained registered nurses and licensed practical nurses capable of administering childhood immunization services pursuant to the orders of a licensed physician under A.R.S. Title 32, Chapter 15;

WHEREAS, the COUNTY is mandated by A.R.S. § 36-673 to provide school immunizations;

WHEREAS, in accordance with A.R.S. § 11-951 et seq., Pima County, a body politic and corporate of the State of Arizona, and Tucson Unified School District, a political subdivision of the State of Arizona, are authorized to enter into this Agreement.

NOW, THEREFORE, THE DISTRICT AND THE COUNTY AGREE AS
FOLLOWS:

Article I. TERM

This Agreement shall be effective January 1, 2015 and terminate on December 31, 2015. The Parties shall have the option of extending this Agreement up to four (4) additional one (1) year periods. Any modification, termination, or extension shall be made by formal written amendment executed by the Parties.

Article II. PURPOSE

This Agreement defines the responsibilities of the Parties in a joint effort to provide required childhood immunization services at no charge to the school children of Pima County.

Article III. FINANCE

Each Party shall bear its own costs for the performance of its responsibilities as set forth in this Agreement.

Article IV. DISTRICT RESPONSIBILITIES

The DISTRICT shall:

- A. Work collaboratively with COUNTY staff to administer vaccines to any eligible person. Adults who are not eligible for Vaccine for Adults (VFA) or AmeriCares vaccine will be charged per County Ordinance.
- B. Hold free school clinics using registered nurses and licensed practical nurses employed by the DISTRICT to administer immunizations to school age children that attend DISTRICT schools.
 1. Any school child receiving immunizations pursuant to this Agreement shall receive such immunizations free of charge, if child is ADHS Vaccines for Children (VFC) eligible or underinsured.
 2. Underinsured is defined as a person (child) who has health insurance, but the coverage does not include vaccines or a person whose insurance covers only selected vaccines. Children with deductibles and co-pays are considered insured and NOT "underinsured."
 3. Follow the "How to handle your Underinsured patients after June 30, 2013" process required by the ADHS, see Exhibit A.
- C. Make registered nurses and licensed practical nurses and other necessary clerical staff available for training by the COUNTY.
- D. Make registered nurses and licensed practical nurses and other necessary clerical staff available to perform the responsibilities set forth in this Agreement.
- E. Appropriately store vaccines and clinical supplies.
- F. Be responsible for ordering supplies; setup of the clinic(s); completion of the immunization forms and records; and reporting immunizations to the Arizona State Immunization Information System (ASIIS).
- G. Provide access to DISTRICT sites, office space, parking space, locking storage and internet access for COUNTY Staff.

Article V. COUNTY RESPONSIBILITIES

The COUNTY shall:

- A. Provide training and training materials.
- B. Provide standing orders as determined by the Department's Chief Medical Officer.
- C. Provide DISTRICT with, vaccine, all necessary forms or copy ready originals, and medical supplies, such as alcohol swabs and syringes.
- D. Provide emergency drugs and protocols.
- E. Give technical support.
- F. Be available to answer organizational and medical questions during clinic(s).

- G. Provide a Public Health Nurse and relevant PCHD programs and services at select DISTRICT community and school sites.
- H. Provide Public Health Nursing staff who will conduct Community and Population based services; Case Management/Home Visitation and immunization services at select DISTRICT sites. These services may include but are not limited to:
 1. Prevention/Health Promotion classes and/or activities,
 2. Consultation to school nurse(s) in regard to immunizations, communicable disease,
 3. Community assessment activities in conjunction with DISTRICT staff and/or nursing students,
 4. Participation in coalitions, neighborhood groups or other stake holder organizations,
 5. Receive referrals and conduct home visits as appropriate, and
 6. Work collaboratively with DISTRICT staff to provide immunizations to all age groups.
- I. Provide other PCHD services as appropriate. These services may include, but are not limited to:
 1. Healthy Living,
 2. Tobacco Cessation,
 3. Oral health,
 4. Women, Infant and Children (WIC),
 5. Health education classes, and
 6. Reproductive Health Education and Services

Article VI. NO PARTNERSHIP

This Agreement shall not be construed to create any partnership, joint venture, or employment relationship between the parties or any employee, agent or contractor of either Party.

Article VII. WORKER'S COMPENSATION COVERAGE

Each Party shall comply with the notice provisions of A.R.S. § 23-1022(E). For purposes of A.R.S. § 23-1022, each participating agency shall be considered the primary employer of all personnel currently or hereafter employed by that agency, and said agency shall have the sole responsibility for the payment of worker's compensation benefits or other fringe benefits of said employees.

Article VIII. 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.

Article IX. INDEMNIFICATION

To the extent allowed by law, the DISTRICT shall indemnify, defend and hold harmless the COUNTY, its officers, departments, employees, and agents from and against any and all suits, actions, legal or administrative proceedings, arising out of this Agreement to the extent

they are attributable to any act or omission, whether intentional or negligent of the DISTRICT, its agents, employees, or anyone acting under its direction or control.

To the extent allowed by law, the COUNTY shall indemnify, defend and hold harmless the DISTRICT, its officers, departments, employees, and agents from and against any and all suits, actions, legal or administrative proceedings, arising out of this Agreement to the extent they are attributable solely to the errors or omissions of the COUNTY, its agents, employees, or anyone acting under its direction or control.

Article X. NON-DISCRIMINATION

The Parties shall not discriminate against any COUNTY employee, client or any other individual in any way because of that person's race, age, creed, color, religion, sex, disability or national origin in the course of carrying out the Parties' respective duties pursuant to this Agreement. The Parties shall comply with the provisions of Executive Order 75-7, as amended by Executive Order 99-4, which is incorporated into this Agreement by reference, as if set forth in full herein.

Article XI. AMERICANS WITH DISABILITIES ACT COMPLIANCE

The parties shall comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36.

Article XII. SEVERABILITY

If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue to be valid and enforceable to the full extent permitted by law.

Article XIII. 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.

Article XIV. TERMINATION

This Agreement may be terminated by either Party upon thirty (30) days written notice.

Article XV. NON-APPROPRIATION

Notwithstanding any other provision in this Agreement, this Agreement may be terminated if for any reason the Pima County Board of Supervisors does not appropriate sufficient monies for the purpose of maintaining this Agreement. In the event of such cancellation, the COUNTY shall have no further obligation to the DISTRICT.

Article XVI. COMPLIANCE WITH ALL LAWS

The parties shall comply with all federal, state and local laws, rules, regulations, standards and Executive Orders, without limitation to those designated within this Agreement. The laws and regulations of the State of Arizona shall govern the rights of the parties, the performance of this Agreement and any disputes hereunder. Any action relating to this Agreement shall be brought in a court of the State of Arizona in Pima County.

Article XXVII – HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

- A. The parties acknowledge that COUNTY'S Health Department programs are a "covered entity" as defined in 45 CFR 160.103 of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), and will be required to comply with the provisions of HIPAA with respect to safeguarding the privacy and confidentiality of protected health information.
- B. CONTRACTOR acknowledges that it may obtain confidential personal health information of patients of COUNTY in the course of CONTRACTOR'S performance under the terms of this Agreement. "Confidential personal health information" includes information that could be used to identify a patient, information pertaining to the patient's care, treatment or experience in COUNTY'S program, and information pertaining to the cost of, payment for, or collections activities related to the patient's care, treatment and experience in COUNTY'S program.
- C. CONTRACTOR agrees to maintain the privacy and confidentiality of information it may obtain in the course of its performance under this Agreement. In particular, CONTRACTOR agrees that:
 1. Any confidential personal health information that CONTRACTOR may obtain shall remain the sole property of COUNTY; and
 2. CONTRACTOR 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 CONTRACTOR, its agents, officers, employees or subcontractors, except as required in the performance of its obligations under the terms of this Agreement; and
 3. CONTRACTOR shall not remove any confidential personal health information from COUNTY premises; and
 4. Any other information pertaining to individual persons shall not be divulged other than to employees or officers of CONTRACTOR as needed for the performance of its duties under this Agreement, or to COUNTY; and
 5. CONTRACTOR 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 CONTRACTOR; and

6. CONTRACTOR 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 CONTRACTOR's negligent failure to (a) discover a Breach, (b) timely notify COUNTY of a Breach that is known or should have been known to CONTRACTOR or (c) otherwise comply with CONTRACTOR's breach notification obligations under HIPAA or this Agreement.

Article XVIII. LEGAL ARIZONA WORKERS ACT COMPLIANCE

The DISTRICT hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to the DISTRICT'S employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). DISTRICT shall further ensure that each subcontractor who performs any work for the DISTRICT under this contract likewise complies with the State and Federal Immigration Laws.

- A. The COUNTY shall have the right at any time to inspect the books and records of the DISTRICT and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.
- B. Any breach of the DISTRICT'S or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting the DISTRICT to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, the DISTRICT shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor, as soon as possible so as not to delay project completion.
- C. The DISTRICT shall advise each subcontractor of the COUNTY'S rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form:

"SUBCONTRACTOR hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to SUBCONTRACTOR's employees, and with the requirements of A.R.S. § 23-214 (A). SUBCONTRACTOR further agrees that the COUNTY may inspect the SUBCONTRACTOR'S books and records to insure that SUBCONTRACTOR is in compliance with these requirements. Any breach of this paragraph by SUBCONTRACTOR will be deemed to be a material breach of this contract subjecting SUBCONTRACTOR to penalties up to and including suspension or termination of this contract."

- D. Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of the DISTRICT. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of the DISTRICT's approved construction or critical milestones schedule, such period of delay shall be deemed excusable delay for which DISTRICT shall be entitled to an extension of time, but not costs.

Article XVIX. NO THIRD PARTY BENEFICIARIES

Nothing in the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not parties to this Agreement or affect the legal liability of either party to the Agreement by imposing any standard of care with respect to the maintenance of public facilities different from the standard of care imposed by law.

Article XX. NOTICES

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

COUNTY:

Director
Pima County Health Department
3950 S. Country Club, Suite 100
Tucson, Arizona 85714-2056

DISTRICT:

President
Tucson Unified School District
1010 E. 10th Street
Tucson, Arizona 85719
(520) 225-6000

Article XXI. ENTIRE AGREEMENT

This document constitutes the entire Agreement between the parties pertaining to the subject matter hereof, and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein. This Agreement shall not be modified, amended, altered or extended except through a written amendment signed by the parties and recorded with the Pima County Recorder, or Arizona Secretary of State, whichever is appropriate.

IN WITNESS WHEREOF, the Parties hereto approve this Agreement.

COUNTY

Chair, Board of Supervisors

DISTRICT

President

1-12-15

Date

ATTEST

ATTEST

Clerk of the Board

Date

Superintendent

Date

APPROVED AS TO FORM

Pursuant to A.R.S. § 11-952(D), the attorney for the each party has determined that the foregoing Intergovernmental Agreement is in proper form and is within the powers and authority of the entity as granted under the laws of the State.

Deputy County Attorney

12/15/14

Date

Legal Counsel

Date

JONATHAN PINKNEY-BAIRD



EXHIBIT A

How to handle your Underinsured patients after June 30, 2013

Definition of Underinsured: A person who has health insurance, but the coverage does not include vaccines or a person whose insurance covers only selected vaccines. Children with deductibles and co-pays are considered insured and NOT underinsured.

Step 1: Verify the patient's insurance status down to the vaccine dose level.

Step 2: Inform the patient that only certain vaccines may be covered.

Step 3: Discuss the two options for the uncovered recommended vaccines.

Option 1: Vaccinate using private stock and bill the patient out-of-pocket.

Option 2: Refer the patient to a facility with the ability to provide the uncovered recommended vaccines at no cost.

If the patient chooses Option 1: Pay for vaccine out-of-pocket

Step 4: Use your private vaccine stock and administer the covered and uncovered vaccines. Charge the patient out-of-pocket for the cost of the uncovered vaccines.

If the patient chooses Option 2: Referral to a deputized site

Step 4: If some of the recommended vaccines are covered by insurance, use your private stock to administer the covered vaccine. You don't want to miss an opportunity to vaccinate.

Step 5: Give the patient a list of the recommended uncovered vaccines and tell them to bring the list and their shot record with them to the new facility. Consider using the Underinsured Patient Referral Form*.

Step 6: Provide the patient with a county specific list, from the Underinsured Referral Locations document*, with all the FQHCs and RHCs, deputized providers and county health department clinics.

Step 7: Tell the patient to call before visiting a new provider site to find out if an appointment is necessary.

* The Underinsured Patient Referral Form and the Underinsured Referral Locations document can be found on the ADHS website (<http://www.azdhs.gov/phs/immunization/vaccine-policy-changes.htm>)

If you have any questions, please contact the Arizona VFC Program 602-364-3642.

July 2, 2013