



**BOARD OF SUPERVISORS AGENDA ITEM REPORT
CONTRACTS / AWARDS / GRANTS**

Requested Board Meeting Date: January 5, 2016

or Procurement Director Award

Contractor/Vendor Name (DBA): Green Valley Fire District

Project Title/Description:

Immunizations Program

Purpose:

Memorializes collaboration with the fire district for the administration of immunization in community settings and outbreaks.

Procurement Method:

N/A - Intergovernmental Agreement

Program Goals/Predicted Outcomes:

Establish the legal basis for collaboration between the health Department and the Fire District for the purposes of distribution of immunizations in outbreak and other public health emergency settings.

Public Benefit:

The formal collaboration between the Health Department and Fire District facilitates the distribution of vaccinations in vaccinations in community settings and in response to public health emergencies.

Metrics Available to Measure Performance:

Immunization administered and community immunization rates.

Retroactive:

No

Original Information

Document Type: CTN Department Code: HD Contract Number (i.e.,15-123): 16-0089

Effective Date: 01/01/2016 Termination Date: 12/31/2016 Prior Contract Number (Synergen/CMS): _____

Expense Amount: \$ none Revenue Amount: \$ none

Funding Source(s): N/A

Cost to Pima County General Fund: none

Contract is fully or partially funded with Federal Funds? Yes No Not Applicable to Grant Awards

Were insurance or indemnity clauses modified? Yes No Not Applicable to Grant Awards

Vendor is using a Social Security Number? Yes No Not Applicable to Grant Awards

If Yes, attach the required form per Administrative Procedure 22-73.

Amendment Information

Document Type: _____ Department Code: _____ Contract Number (i.e.,15-123): _____

Amendment No.: _____ AMS Version No.: _____

Effective Date: _____ New Termination Date: _____

Expense Revenue Increase Decrease Amount This Amendment: \$ _____

Funding Source(s): _____

Cost to Pima County General Fund: _____

To COB: 12-18-15

8 pgs (2)

Procure Dept 12/18/15 PM 1:10

Contact: Ana Basurto

Department: Health

Telephone: 724-7838

Department Director Signature/Date:

Jan 14 Dec 15

Deputy County Administrator Signature/Date:

John 12-15-15

County Administrator Signature/Date:

C. Ballesteros 12/16/15

(Required for Board Agenda/Addendum Items)

Article IV. DISTRICT RESPONSIBILITIES

The DISTRICT shall:

- A. Hold back-to-school immunization clinics for school age children in their service area in collaboration with COUNTY;
 - 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.
- B. Assure that necessary staff (clerical and paramedic) is available to perform the responsibilities of this Agreement;
- C. Report to the established clinic location(s);
- D. Be responsible for: transporting supplies; setup of the clinic(s); completion of immunization forms and records; and, assist with the return of unused vaccine to the COUNTY;
- E. Assure that paramedics providing services under this Agreement obtain annual training.

Article V. COUNTY RESPONSIBILITIES

The COUNTY shall:

- A. Train and certify paramedics for extended scope of practice to include proper immunization procedure and technique;
- B. Provide standing orders as determined by the Department's Chief Medical Officer;
- C. Supply the necessary Vaccine For Children (VFC) vaccines to the DISTRICT;
- D. Store and distribute vaccines, obtained through the federally-funded VFC program;
- E. Provide DISTRICT with all necessary forms and medical supplies, such as alcohol swabs and syringes;
- F. Give technical support;
- G. Provide record keeping and reporting of immunizations to the Arizona Department of Health Services;
- H. Be available to answer organizational and medical questions during clinic(s).

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 XIX. 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 ail upon the other party as follows:

COUNTY

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

Jane Froemel
Immunization Program Manager
Pima County Health Department
3950 S. Country Club, Suite100, Room 1362
Tucson, Arizona 85714-2056

DISTRICT

Chair
Green Valley Fire District
1285 S. Camino Encanto
Green Valley, AZ 85622
(520) 625-3763

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>)