

**INTERGOVERNMENTAL AGREEMENT
MARICOPA COUNTY
by and through the
DEPARTMENT OF PUBLIC HEALTH
4041 N. Central Avenue, #1400, Phoenix, Arizona 85012**

1. **Agreement No:** C-86-21 2. **Agreement Type:** Service Agreement
3. **Agreement Amount:** \$ 50,000 4. **Purpose:** Immunization Services
5. **Start Date:** _____ 6. **Expiration Date:** _____

This Agreement is entered into by and between the **Mesa Fire & Medical Department** (referred to herein as "Contractor"), and Maricopa County, by and through its Department of Public Health (MCDPH) (referred to herein after as "County"). Contractor and the County are collectively referred to herein as the "Parties" and individually as a "Party." Contractor, for and in consideration of the covenants and conditions set forth herein, shall provide and perform the services as set forth below. All rights and obligations of the Parties shall be governed by the terms of this Agreement, its exhibits, attachments, and appendices, including any subcontracts or amendments as set forth herein and in:

Section I	-	General Provisions	Section III	-	Work Statement
Section II	-	Special Provisions	Section IV	-	Compensation

This Agreement contains all the terms and conditions agreed to by the Parties. No other understanding, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind the Parties. Nothing in this Agreement shall be construed as consent to any lawsuit or waiver of any defense in a lawsuit brought against the County or the Contractor in any State or federal Court.

Legal Notice under this Agreement shall be given by personal delivery or by registered or certified mail, postage prepaid, return receipt requested, to the addresses set forth below and shall be effective upon receipt by the Party to whom addressed unless otherwise indicated in the notice.

Notice to Contractor: Mesa Fire & Medical Department **Phone**
Address: _____

Notice to Department: MCDPH Grants/Contract Unit **Phone:** (602) 372-0674
Address: 4041 North Central Avenue, Suite #1400, Phoenix, Arizona 85012

IN WITNESS WHEREOF, the parties enter into this Agreement:

PARTNER INFO

MARICOPA COUNTY BOARD OF SUPERVISORS

Signature _____
Name _____
Title _____
Date _____

Signature _____
Name Clint Hickman
Title Chairman, Board of Supervisors
Date _____

ATTEST:
Signature _____

Office of the Clerk of the Board

Date _____

Pursuant to A.R.S. § 11-952, the undersigned public agency attorney has determined that this Intergovernmental Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

Pursuant to A.R.S. § 11-952, the Attorney for the Board of Supervisors has determined that this Intergovernmental Agreement is within the powers and authority granted under the laws of the State of Arizona.

Signature _____

Signature _____
Attorney for Maricopa County

Date _____

Date _____

1. EFFECT

To the extent the Special Provisions are in conflict with the General Provisions, the Special Provisions shall control. To the extent the Work Statement(s) and the Special or General Provisions are in conflict, the Work Statement(s) shall control.

2. DEFINITIONS

As used throughout this Agreement, the following terms shall have the following meanings:

- A. **Agreement** means this document and all attachments and amendments hereto.
- B. **Contractor** means the person, firm or organization listed on the Cover Page of this Agreement.
- C. **County** means Maricopa County, Arizona.
- D. **Department** means the Maricopa County Department of Public Health.
- E. **Funding Source** means any federal, State, or private agency funding source, which may impose conditions on the funding that will be passed on to the Contractor.
- F. **Maricopa County Special Health Care District dba Maricopa Integrated Health System (MIHS)** means the Maricopa County Special Health Care District, including the health care facilities and administrative units operated by it.
- G. **Contractor Staff, Employee or Faculty** means a person or persons employed by, contracted with, or retained by the Contractor for the purpose of providing the services and responsibilities contained in this Contract.
- H. **HIPAA** means the Health Insurance Portability and Accountability Act of 1996 (PL 104-191) and the United States Department of Health and Human Services (DHHS) final regulations on "Privacy Standards for Individually Identifiable Health Information", as amended and clarified from time to time.

3. GENERAL REQUIREMENTS

- A. The terms of this Agreement shall be construed in accordance with Arizona law. Any lawsuit arising out of this Agreement shall be brought in the appropriate court in Maricopa County.
- B. The Contractor shall, without limitation, obtain and maintain all licenses, permits, and authority necessary to do business, render services, and perform work under this Agreement, and shall comply with all laws regarding unemployment insurance, disability, and workers' compensation.
- C. The Contractor is an independent contractor in the performance of work and the provision of services under this Agreement and is not to be considered an officer, employee, or agent of the County.

4. AMENDMENTS

All Amendments to this Agreement must be in writing and signed by authorized persons for both Parties. All amendments shall clearly state the effective date of the action.

5. ADEQUACY OF RECORDS

If the Contractor's books, records and other documents related to this Agreement are not sufficient to support and document that allowable services were provided to eligible clients, the Contractor shall reimburse the County for the services not adequately supported and documented.

6. RETENTION OF RECORDS

- A. This provision applies to all financial and programmatic records, supporting documents, statistical records, and other records of the County and Contractor that relate to this Agreement.
- B. The County and Contractor shall retain all financial books, records, and other documents related to this Agreement for five (5) years after final payment or until after the resolution of any audit questions, which could be more than five (5) years, whichever is longer. County, federal, or State auditors, and any other persons duly authorized by the County, shall have full access to and the right to examine, copy and make use of any and all such financial books, records and other documents.

7. ASSIGNMENT AND SUBCONTRACTING

No rights, liability, obligations or duties under this Agreement may be assigned, delegated, or subcontracted without the prior written approval of the County and Contractor.

8. AUDIT DISALLOWANCES

- A. The Contractor shall, upon written demand therefore, reimburse the County for any payments made under this Agreement that are disallowed, by a federal, State or County audit in the amount of the disallowance, as well as court costs and attorney fees the County incurs to pursue legal action relating to a disallowance.
- B. If the County determines that a cost for which payment has been made is a disallowed cost, the County shall notify the Contractor in writing of the disallowance and the required course of action, which shall be at the option of the County either to adjust any future claim submitted by the Contractor by the amount of the disallowance or to require immediate repayment of the disallowed amount by the Contractor.
- C. The County shall, upon review and agreement of the Parties, remit to the Contractor any payments determined to have been insufficiently paid, in the amount of the payment shortfall, as well as court costs and attorney fees the Contractor incurs to pursue legal action relating to such short payment.

9. AGREEMENT COMPLIANCE MONITORING

County may monitor the Contractor's compliance with, and performance under, the terms

and conditions of this Agreement. On-site visits for compliance monitoring may be made by the County and/or its grantor agencies at any time during the Contractor's normal business hours, announced or unannounced. During an on-site visit, the Contractor shall make its records and documents related to work performed or services provided under this Agreement available to the County for inspection and copying.

10. AVAILABILITY OF FUNDS

- A. The provisions of this Agreement relating to the payment for services shall become effective when funds assigned for the purpose of compensating the Contractor, as provided herein, are actually available to the County for disbursement. The Department shall be the sole authority in determining the availability of funds under this Agreement and the County shall keep the Contractor fully informed as to the availability of funds. The County shall refer no clients to Contractor for periods of time for which funding is not available unless at the discretion of both parties, an alternate source of funds are made available to continue the medical service.
- B. If any action is taken by any State agency, federal department, or any other agency or instrumentality to suspend, decrease, or terminate its fiscal obligations under or in connection with this Agreement, the County may amend, suspend, decrease, or terminate its obligations under or in connection with this Agreement. If this Agreement is terminated, the County shall be liable for payment only for services rendered prior to the effective date of the termination, provided that such services are performed in accordance with the provisions of this Agreement. The County shall give written notice of the effective date of any suspension, amendment, or termination under this section at least ten (10) days in advance.

11. CONTINGENCY RELATING TO OTHER CONTRACTS AND GRANTS

- A. The Contractor shall, during the term of this Agreement, immediately inform the County in writing of the award of any other contract or grant where the award of such contract or grant may affect either the direct or indirect costs being paid or reimbursed under this Agreement. Failure by the Contractor to notify the County of such award shall be considered a material breach of this Agreement and the County may immediately terminate this Agreement without liability.
- B. County may request, and the Contractor shall provide within a reasonable time, not exceeding ten (10) working days, a copy of such other contract or grant, when, in the opinion of the Department, the award of the contract or grant may affect the costs being paid or reimbursed under this Agreement.
- C. If the County determines that the award to the Contractor of such other contract or grant has affected the costs being paid or reimbursed under this Agreement, the County shall prepare an amendment to this Agreement effecting a cost adjustment. If the Contractor disputes the proposed cost adjustment, the dispute shall be resolved pursuant to the "Disputes" clause section contained herein.

12. DEFAULT

For material breach of contractual obligations, or upon the happening of any event which would jeopardize the ability of the Contractor to perform its contractual obligations, the County may suspend, modify, or terminate this Agreement immediately upon giving written notice to the Contractor in the event of non-performance of any stated objectives. Unless

expressly stated otherwise this in this Agreement, such determination will not be made until such time as the disputes process has been exhausted.

13. TERMINATION

- A. Either Party may terminate this Agreement at any time by giving the other Party at least thirty (30) calendar days prior written notice. The notice shall be given by personal delivery or by registered or certified mail, postage prepaid, return receipt requested.
- B. This Agreement may be terminated by mutual written agreement of the Parties specifying the termination date therein.
- C. The County may terminate this Agreement upon twenty-four (24) hours' notice when the County deems the health or welfare of a patient is endangered or the Contractor's non-compliance jeopardizes funding source financial participation. If not terminated by one of the above methods, this Agreement will terminate upon the expiration date of this Agreement as stated on the Cover Page of this Agreement.
- D. Either Party has the right to terminate this Agreement for cause upon fourteen (14) working days written notice for any of the following reasons:
 - (1) Breach of this Contract which is not corrected within fourteen (14) working days after written notice thereof or registered mail, return receipt requested.
 - (2) Inability to discharge the duties and responsibility under this Contract for a continual period of 30 days or more.
- E. This contract is subject to cancellation in accordance with the provision of A.R.S. § 38-511.

14. SEVERABILITY

Any provision of this Agreement that is determined to be invalid, void, or illegal by a court shall in no way affect, impair, or invalidate any other provision hereof, and the remaining provisions shall remain in full force and effect.

15. STRICT COMPLIANCE

Acceptance by the County of performance that is not in strict compliance with the terms of this Agreement shall not be deemed to waive the requirement of strict compliance for all future performance. All changes in performance obligations under this Agreement must be in writing and signed by the Parties.

16. NON-LIABILITY

- A. The County and its officers, representatives, agents, and employees shall not be liable for any act or omission by the Contractor or any subcontractor, employee, officer, agent, or representative of the Contractor or any subcontractor occurring in the performance of this Agreement, nor shall they be liable for purchases or contracts made by the Contractor or any subcontractor in connection with this Agreement.

- B. The Contractor and its officers, representatives, agents, and employees shall not be liable for any act or omission by the County or any County subcontractor, employee, officer, agent, or representative of the County or any County subcontractor occurring in the performance of this Agreement, nor shall they be liable for purchases or contracts made by the County or any County subcontractor in connection with this Agreement.

17. INDEMNITY

Each Party (as "Indemnitor") agrees to indemnify, defend, and hold harmless the other Party (as "Indemnitee") from and against all claims, losses, liability, costs, and expenses (including reasonable attorneys' 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 liability to Indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of Indemnitor, its officers, agents, employees, or volunteers.

18. COVENANT AGAINST CONTINGENT FEES

The Contractor warrants that no person or entity has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of this warranty, the County may immediately terminate this Agreement without liability.

19. SAFEGUARDING CLIENT INFORMATION

The use or disclosure by any Party of any information concerning an eligible individual served under this Agreement is directly limited to the performance of this Agreement. County and Contractor shall safeguard confidential and privileged client and patient information i.e., medical, financial and patient specific information, and shall only disclose such information in accordance with all applicable federal, state and local laws, rules, and/or regulations, including HIPAA. The use or disclosure by any party of any information concerning a client or patient served under this Agreement or any other applicable payer contract is directly limited to services under this Agreement subject to applicable federal, state and local laws, rules and/or regulations. Contractor's obligation to maintain the confidentiality of all medical, financial and patient specific information shall exist after termination or expiration of this Contract. County shall assist Contractor with regard to Contractors' obligation to comply with HIPAA.

20. RIGHTS IN DATA

The Parties shall have the use of data and reports resulting from this Agreement without cost or other restriction, except as otherwise provided herein or by law. Each Party shall supply to the other Party, upon request, any available information known to the supplying Party that is relevant to this Agreement and to the performance hereunder.

21. OWNERSHIP OF INFORMATION

Subject to applicable state and federal laws, rules and regulations, including, without limitation, those concerning confidentiality of patient records, the Contractor shall have full and complete ownership rights to and the sole and exclusive right to inspect, reproduce, duplicate, adapt, distribute, display, disclose and otherwise use all reports, information,

data and material prepared by the Contractor in performance of the Agreement. County may examine and may receive copies of such information necessary for County's performance of this Agreement.

22. NON-DISCRIMINATION

The Contractor, in connection with any service or other activity under this Agreement, shall not in any way discriminate against any person on the grounds of race, color, religion, sex, national origin, age, disability, affiliation or belief. The Contractor shall include this clause in all of its subcontracts related to this Agreement.

23. EQUAL EMPLOYMENT OPPORTUNITY

The Contractor shall not discriminate against any employee or applicant for employment because of race, age, disability, color, religion, sex, or national origin. The Contractor shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, age, disability, color, religion, sex, or national origin. Such action shall include, but is not limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor shall, to the extent such provisions apply, comply with Titles VI and VII of the Civil Rights Act of 1964, as amended (42 U.S.C. §§ 2000a, *et seq.*); the Rehabilitation Act of 1973, as amended (29 U.S.C. §§ 701, *et seq.*); the Age Discrimination in Employment Act of 1967, as amended (29 U.S.C. §§ 621, *et seq.*); the Immigration Reform and Control Act of 1986 (Pub. L. No. 99-603) ("IRCA"); and Arizona Executive Order 2009-09, which mandates that all persons shall have equal access to employment opportunities. The Contractor shall also comply with all applicable provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12101, *et seq.*).

24. RIGHT OF PARTIAL CANCELLATION

If more than one activity is funded by this Agreement, the County reserves the right to terminate this Agreement or any part thereof based on the Contractor's failure to perform any part of this Agreement without impairing, invalidating or canceling the remaining Work Statement obligations.

25. RIGHT TO EXTEND AGREEMENT

Subject to the availability of funds and acceptable Contractor performance, the Contractor hereby acknowledges and agrees that the County shall have the right to extend this Agreement for additional one-year periods, not to exceed a total extended term of five (5) years, except that the cost will be subject to renegotiation. Any extension of this Agreement shall be in writing mutually acceptable to the Department and the Contractor and signed by both Parties.

26. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

A. The undersigned, an authorized representative of the Contractor, certifies, to the best of his or her knowledge and belief, that the Contractor, defined as the primary participant in accordance with 45 C.F.R. Part 76, and its principals:

- 1) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal

department or agency;

2) have not within the 3-year period preceding this Agreement been convicted of or had a civil judgment entered against them for the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State or local) transaction or contract under a public transaction; violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3) are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, State or local) with the commission of any of the offenses enumerated in paragraph (2) of this certification; and

4) have not within the 3-year period preceding this Agreement had one or more public transactions (federal, State or local) terminated for cause or default.

- B. If the Contractor is not able to provide this certification, an explanation as to why shall be attached to this Agreement.
- C. The Contractor shall include, without modification, this Paragraph in all lower tier covered transactions (*i.e.*, transactions with subcontractors) and in all solicitations for lower tier covered transactions related to this Agreement.

27. E-VERIFICATION OF EMPLOYEES

The Contractor warrants that it is in compliance with A.R.S. § 41-4401 and further acknowledges:

- A. That the Contractor and its subcontractors, if any, warrant their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with A.R.S. § 23-214;
- B. That a breach of the warranty under subsection A above shall be deemed a material breach of this Agreement that entitles the County to, among other things, immediately terminate this Agreement without liability;
- C. That the County and any contracting government entity retains the legal right to inspect the papers of any contractor or subcontractor employee who works on this Agreement to ensure that the contractor or subcontractor is complying with the warranty provided under subsection A above and that the contractor agrees to make all papers and employment records of said employee(s) available during normal working hours in order to facilitate such an inspection;
- D. That nothing herein shall make any contractor or subcontractor an agent or employee of the County or contracting government entity.

28. DISPOSITION OF PROPERTY

All property acquired with funds provided for in this agreement shall become the property of the funding source.

1. EFFECT

To the extent that the Special Provisions are in conflict with the General Provisions, the Special Provisions shall control. To the extent that the Work Statement(s) are in conflict with the Special or General Provisions, the Work Statement(s) shall control.

2. DISPUTES

Except as otherwise provided by law, or otherwise specifically agreed to by the Parties, any dispute not involving a question of law arising out of this Agreement that is not resolved between the Parties within a reasonable time, which shall not exceed 120 days, shall be resolved as follows:

- A. Disputes must be filed with the person administering this Agreement for the County, if one has been appointed, or, if not, with the Procurement Officer, within ten (10) days from the date the Contractor knew or should have known the basis of the dispute.
- B. The person administering this Agreement or the Procurement Officer, as applicable, shall respond in writing to the dispute within fourteen (14) days.
- C. The Contractor may abide by the decision or may appeal the decision to the Director of the Department within seven (7) days.
- D. Any claim or controversy arising out of or in connection with this Agreement not resolved in accordance with paragraphs 2.A. through 2.C. above shall be resolved through binding arbitration conducted by a single arbitrator in accordance with the American Arbitration Association (AAA) Commercial Arbitration Rules, then in effect, in Phoenix, Arizona; provided, however, matters that primarily involve Provider's professional competence or conduct shall not be eligible for arbitration. If possible the arbitrator shall be an attorney with at least fifteen (15) years of experience, including at least five (5) years' experience in managed health care. The parties shall conduct a mandatory settlement conference at the initiation of arbitration, to be administered by AAA. The arbitrator shall have no authority to provide a remedy or award damages that would not be available to such prevailing party in a court of law, nor shall the arbitrator have the authority to award punitive damages. Each party shall bear its own costs and expenses, including its own attorneys' fees, and shall bear an equal share of the arbitrator's and administrative fees of arbitration. The parties agree to accept any decision by the arbitrator as a final determination of the matter in dispute, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction. Arbitration must be initiated within one year of the earlier of the date the claim or controversy arose, was discovered or should have been discovered with reasonable diligence; otherwise it shall be deemed waived. The use of binding arbitration shall not preclude a request for equitable and injunctive relief made to a court of appropriate jurisdiction.

This Paragraph shall not apply to claims arising from bodily injury, death, or property damage.

3. CHANGES

- A. The Department may, at any time, by written order, make changes within the general scope of this Agreement in any one or more of the following areas:
 - 1. Work Statement activities reflecting changes in funding source or County regulations, policies, or requirements.
 - 2. Administrative requirements, such as changes in reporting periods, frequency of reports, or report formats, required by funding source or County regulations, policies, or requirements.
 - 3. Contractor reimbursement schedules and/or program budgets.
- B. The order will not increase or decrease the maximum reimbursable amount to be paid the Contractor. Additionally, the order will not direct substantive changes in services to be rendered by the Contractor.
- C. Any dispute or disagreement caused by such order shall constitute a "Dispute" within the meaning of the Disputes Clause of the Special Provisions of this Agreement and shall be administered accordingly.

4. AUDIT REQUIREMENT

- A. If the Contractor expends \$750,000 or more in a year in federal awards, the Contractor shall have a single audit conducted for that year according to the Office Management and Budget, Title 2, Subtitle A, Chapter II, PART 200—UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS contained in Title 2 C.F.R. § 200. The audit report shall be submitted to the County for review within nine (9) months following the close of the fiscal year. The Contractor shall take any necessary corrective action to remedy any material weaknesses and/or reportable conditions identified in the audit report within six (6) months after the release date of the report. The County may consider sanctions as described in §.225 of OMB Circular A-133 for contractors not in compliance with the audit requirements. All books and records shall be maintained in accordance with Generally Accepted Accounting Principles (GAAP).
- B. The Contractor shall schedule an annual financial audit to be submitted to the County for review within twelve (12) months following the close of the program's fiscal year. Contractor understands that its failure to meet this requirement may result in the loss of current funding and disqualification from consideration for future County-administered funding.
- C. Comply with the requirement of the Federal Office of Management and Budget ("OMB") Circular A-133. The Contractor is responsible for having an audit performed in accordance with, and when required, by OMB Circular A-133, and for sending a copy of the report issued as a result of the audit to the County within thirty (30) days of issuance. The County reserves the right to engage an auditor, at the Contractor's expense, to perform an OMB Circular A-133 audit of the Contractor in the event that the Contractor fails to engage an auditor or the County rejects or disapproves of the auditor engaged by the Contractor.

5. INSURANCE

- A. The Contractor shall have in effect at all times during the term of this Agreement, insurance or comparable self-insurance that is adequate to protect the County, its officers, employees, property, and equipment against the losses set forth below. The Contractor shall provide the County with a certificate of insurance or a certified copy of the insurance policy naming the County as an additional insured, or, if the Contractor is self-insured, shall provide the County with a letter indicating that it is self-insured.
- B. The following types and amounts of insurance are required as minimums:
 - 1. Workers' compensation and unemployment insurance as required by law.
 - 2. Unemployment insurance as required by Arizona law.
 - 3. Public liability, bodily injury, and property damage policies that insure against claims for liability for the Contractor's negligence or maintenance of unsafe vehicles, facilities, or equipment brought by clients receiving services pursuant to this Agreement and by lawful visitors of such clients. The limits of the policies shall not be less than \$2,000,000 per occurrence and \$4,000,000 aggregate.
- C. Automobile and Truck Liability, Bodily Injury and Property Damages:
 - 1. General liability, each occurrence; \$1,000,000
 - 2. Property damage; \$1,000,000
 - 3. Combined single limit; \$1,000,000
- D. Standard minimum deductible amounts are allowable. Any losses applied against insurance deductible are the sole responsibility of the Contractor.
- E. Professional Liability:
 - 1. Insurance for the Contractor and its agents, employees, and other staff shall be maintained with coverage limits of one million dollars (\$1,000,000) per person, three million dollars (\$3,000,000) per occurrence.
 - 2. The Contractor agrees that in the event it, or any of its agents, employees, and other staff working under this Agreement, is named as a defendant in litigation, or is identified in a written notice of claim, wherein professional misconduct is alleged and such allegations arise under the services or terms of this Agreement, the Contractor will promptly notify the Department in writing. The duty to notify under this paragraph applies whether or not the County is alleged to be involved, is named as a party to the matter, or could be potentially liable as a party.
- F. The Contractor shall immediately inform the Department of any cancellation of its insurance or any decrease in its lines of coverage at least thirty (30) days before such action takes place.

- G. In the event the Contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the Contractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

6. SPECIAL REQUIREMENTS

- A. If the use of subcontractors is approved by the County, the Contractor agrees to use written subcontracts or consultant agreements that conform to federal and State laws and regulations and the requirements of this Agreement appropriate to the service or activity covered by the subcontract. These provisions apply with equal force to the subcontract as if the subcontractor were the Contractor. The Contractor is responsible for performance under this Agreement whether or not any subcontractors are used. The Contractor shall submit a copy of each subcontract to the County upon written request.

7. REPORTING REQUIREMENTS

If requested by the County, the Contractor shall submit annual progress reports on or before the third (3rd) day of the month following the end of the reporting period.

8. STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST

Pursuant to A.R.S. § 38-511, the County may cancel this Agreement without penalty or further obligation, within three years after execution of this Agreement, if any person significantly involved in initiating, negotiating, securing, drafting, or creating this Agreement on behalf of the County is, at any time while this Agreement or any extension of this Agreement is in effect, an employee or agent of any other Party to this Agreement in any capacity or is a consultant to any other Party to this Agreement with respect to the subject matter of this Agreement. In addition, the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting, or creating this Agreement on behalf of the County from any other Party to this Agreement arising as the result of this Agreement.

9. POLICY ON CONFIDENTIALITY

The Contractor and the County understand and agree that this Agreement is subject to all State and federal laws protecting client confidentiality of medical, behavioral health and drug treatment information.

10. LAWS, RULES AND REGULATIONS

The Contractor and the County understand and agree that this Agreement is subject to all State and federal laws, rules, and regulations that pertain hereto.

11. SPONSORSHIP ACKNOWLEDGMENT

All promotional materials, brochures, and flyers prepared by the Contractor relating to this Agreement shall include the following statement, "Sponsored by Maricopa County Department of Public Health."

1. BACKGROUND:

During a regular influenza season, hospitals and healthcare systems are often overwhelmed and near or over capacity to care for patients. As hospitals and healthcare systems are currently overwhelmed with COVID-19 and other patients, widespread influenza could exacerbate the existing difficulties that hospitals are experiencing. Therefore, MCDPH works with partners and contractors to distribute mass vaccine across Maricopa County.

Mesa Fire Department has a long history of providing immunizations at community locations, schools, community centers and other non-medical facilities, to children and adults. They have successfully immunized many Maricopa County residents in partnership with MCDPH through previous agreements.

2. PURPOSE:

Maricopa County Department of Public Health (MCDPH) is partnering with qualified Contractors to provide seasonal influenza vaccines (as well as other types of vaccines if needed) to all people 6 months of age and older. The intent of this agreement is to increase access to the seasonal Influenza vaccine thereby decreasing the overall spread of the virus.

If other vaccines become available and require the same mass vaccination process as outlined in this agreement it is our intent to utilize any resulting contracts from this agreement to perform other types of vaccinations as needed.

3. RESPONSIBILITIES OF THE CONTRACTOR

A. Have and maintain throughout the period of performance, sufficient qualified staff to perform all functions related to administering immunizations, including but not limited to, patient registration, screening, and vaccination.

- a. Contractor shall ensure at least one bilingual staff person is available at each site.
- b. Contractor shall verify and ensure all clinic staff members are licensed and/or certified to administer immunizations.

i. In addition, all staff must be trained in the following:

- 1. hands-on injection techniques.
- 2. clinical evaluation of indications and contraindications of vaccines based on the Advisory Committee of Immunization Practices (ACIP).
- 3. the recognition and treatment of emergency reactions to immunizations.
- 4. Basic Life Support including possession of a current certification.

5. Proper use of personal protective equipment (PPE), especially as it relates to proper protection from COVID-19
- B. Participate in health fairs and other events for MCDPH as requested
 - C. Perform services at community-based clinic locations as directed by MCDPH ensuring the influenza vaccine is administered to clients based on the current ACIP recommendations. These include administering the vaccine to anyone 6 months of age and older.
 - D. Work with representatives of the chosen locations to discuss cost, insurance, set-up and tear down requirements, and any other information that may be required for each location.
 - a. Contractor shall enforce current social distancing guidelines as set forth by Centers for Disease Control (CDC) and/or Arizona Department of Health Services (ADHS).
 - b. Contractor shall provide all clients with a safe, temperature-controlled environment in which to wait for services.
 - c. All locations shall be American Disabilities Act (ADA) compliant and clients with Disabilities or Access and Functional Needs (DAFN) shall be able to access the clinic without the need for accommodation.
 - E. Request sufficient Influenza vaccine for the 2020-2021 Influenza season from MCDPH to cover the number of vaccinations that Contractor is intending to provide at each event under the terms of this contract.
 - a. Contractor's participation in the Federal Vaccine for Children program is preferred for those Contractors intending to provide immunizations to children.
 - b. MCDPH may have a limited supply of 2020-2021 influenza vaccine to supply the contractor.
 - F. Transport vaccines in a manner consistent with manufacturer's recommendations to community clinics in a qualified container designed for vaccine transport ensuring the vaccines always remain within the temperature range recommended by the CDC and its manufacturer.
 - a. Contractor shall always ensure proper storage of vaccine based on manufacturer's requirements. If at any time, or for any reason, Contractor believes that a malfunction might have occurred and the vaccine's temperature has failed to remain in compliance with the proper storage requirements, Contractor shall immediately notify MCDPH.
 - i. Temperatures must be monitored on-site using a continuous temperature recording device as recommended by the CDC. MCDPH recommends the use of a digital data logger.

- G. Provide all supplies needed to administer the vaccine in accordance with ACIP and MCDPH recommendations. Ensure staff utilize appropriate PPE while conducting work under the terms of this contract. All PPE shall be used as indicated and in accordance with current MCDPH and/or CDC guidelines or best practices.
- a. Confirm that all supplies and materials used conform to governmental industry standards and either meet or exceed the minimum performance requirements in use at their time of service.
 - b. Supplies that have yet to receive approval but have been granted an Emergency Use Authorization (EUA) must maintain a copy of the EUA on file. Current EUAs in use may be found at <https://www.fda.gov/medical-devices/emergency-situations-medical-devices/emergency-use-authorizations#covid19ivd>
 - i. MCDPH may have a limited supply of vaccine administration supplies and/or personal protective equipment (PPE) to provide to Contractors.
- H. Perform all requested vaccinations on the population(s) identified by MCDPH in accordance with ACIP guidelines and recommendations.
- a. Contractor shall screen all patients for medical contraindications and allergies for the vaccines(s) being offered at the clinic.
 - b. Contractor shall follow manufacturers' instructions for correct age, injection dose, site, and route.
 - i. Contractor shall provide quadrivalent vaccine to Maricopa County residents aged 6 months and above.
 - ii. Contractor shall provide high dose vaccine for people 65 years of age and older
 - c. Contractor shall document each immunization with name of person being vaccinated; date of birth; vaccination date; vaccination type; lot number; manufacturer; patient receipt of most up to date Vaccine Information Statement (VIS), including edition date and date VIS was provided; injection site; vaccination route; dosage; and name, title, and office/company address of person who administered the vaccine.
 - i. This information will be completed on provided MCDPH community clinic report forms.
 - d. Contractor shall provide patients with documentation of immunization for their personal records and to share with their medical providers.
 - e. Contractor shall report any adverse events to the Vaccine Adverse Event Reporting System (VAERS): <https://vaers.hhs.gov/index>
 - f. Contractor shall provide the necessary immunizations to anyone requesting a vaccine regardless of their ability to pay or the applicability

of any insurance. All immunizations provided shall be documented and provided to MCDPH monthly for potential compensation.

- I. Report Influenza vaccines administered to the Arizona Immunization Information System within 30 days of administration.
- J. Provide a community clinic report form to MCDPH within 24 hours of each vaccination clinic by email or fax.

K. Other Services:

MCDPH is aware that there may be other related services not included above that may be useful to the County.

L. Compensation:

Compensation shall be made on a per unit cost basis. Refer to the compensation section for a more detailed summary of compensation information.

1. COMPENSATION

- A. Contractor may be required to operate under MCDPH's Medical Director's standing orders for influenza immunization in order to be eligible for compensation; however, that decision is still being finalized and will be worked out with the Contractor.
- B. The Contractor will only be reimbursed the administration fee for MCDPH provided vaccine. **MCDPH will not reimburse for vaccine purchased by the Contractor.**
- C. The Contractor shall submit a detailed monthly invoice by the **25th** of the following month.
- C. The Department shall, within thirty (30) working days from the date of receipt of Contractor's invoice, process and remit to the Contractor a warrant for payment. Should the Department make disallowance in the claim, the claim shall be processed to the reduced amount. The Contractor shall be notified at the address below in writing of the amount and reasons for any disallowances and shall be afforded the opportunity to document the appropriateness of the disallowed costs and to resubmit an invoice for payment.
- D. Each Party assumes sole and exclusive responsibility for payment of any federal and state income taxes, federal social security taxes, workers' compensation, and unemployment insurance benefits for its physicians, staff, agents, and employees, as well as any and all other mandatory governmental deductions or obligations.
- E. Payment of a flat rate for each vaccine given and a pre-determined administration fee shall be made for each patient.
- F. The Agreement amount is not-to-exceed an administration fee of \$22.32 for adults and \$15.43 for children per MCDPH purchased vaccine. The Agreement amount for each vaccination reimbursement fee of the subsequent years of the term will be negotiated based on the County's need and the availability of funds.

2. METHOD OF PAYMENT

- A. The Contractor shall submit one (1) legible copy of their detailed invoice before payment(s) can be made. At a minimum, the invoice must provide the following information:
 - Company name, address and contact
 - County bill-to name and contact information
 - Contract Serial Number
 - County purchase order number
 - Invoice number and date
 - Payment terms
 - Date of service or delivery
 - Quantity
 - Contract Item number(s)
 - Description of Purchase (services)
 - Pricing per unit of service

- Extended price
 - Total Amount Due
- B. Problems regarding billing or invoicing shall be directed to the using agency as listed on the Purchase Order
- C. The Contractor must maintain, and have available upon request, supporting documents for each monthly reimbursement request, including invoices of costs incurred and expenditure reports.
- D. Subject to the availability of funds, the County will, within thirty (30) working days from the date of receipt of documents enumerated herein, process and remit to the Contractor a warrant for payment up to the maximum total allowable for services provided. Should the County make a disallowance in the claim, the claim shall be processed for the reduced amount. If the Contractor protests the amount or the reason for a disallowance, the protest shall be construed as a dispute concerning a question of fact within the meaning of the "Disputes" clause of the Special Provisions of this Agreement.
- E. The Contractor understands and agrees that the County will not honor any claim for payment submitted **six (6) months** after the date of service. The Contractor understands and agrees that the County will not process any claim for payment for services rendered prior to the expiration date that is submitted sixty (45) days after the expiration date without approval of the County.
- F. Payments made by the County to the Contractor are conditioned upon the timely receipt of applicable, accurate, and complete invoices submitted by the Contractor. The Contractor forfeits the right to reimbursement for costs incurred in any month for which it fails to meet the deadline for submitting the monthly reports, except if such failure is beyond the reasonable control of the Contractor.
- G. The Contractor shall submit monthly invoices to:
- Maricopa County Department of Public Health
Dalton Cason
4041 N Central Ave, Suite 600
Phoenix, AZ 85006
E-mail: Dalton.Cason@maricopa.gov
Phone: 602-372-2691

4. **NOTICE**

Any notice given under this Agreement shall be sent to the attention of the following:

Department

Maricopa County Department of Public Health

Public Health

Grants and Contracts Unit
Attn: Grants Administrator
4041 N Central Ave, Suite 1400
Phoenix, AZ 85012

Contractor

Mesa Fire & Medical Department

Attn:

Address

City, State

