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SERVICES AGREEMENT BETWEEN COLLIN COUNTY HEALTH CARE FOUNDATION AND PLANO CHILDREN'S MEDICAL CLINIC

This Agreement, made September 1, 2010 by and between the Collin County Health Care Foundation, 825 N. McDonald Street, McKinney, Texas 75069 and Plano Children's Medical Clinic, 1407 14th Street, Plano, TX 75074.

Whereas, Collin County Health Care Foundation, hereinafter referred to as "CCHCF", wishes to provide immunization services to low income and uninsured citizens of Collin County, Texas.

Whereas, Plano Children's Medical Clinic, hereinafter referred to as "Provider", provides immunization services to low income and uninsured citizens of Collin County, Texas.

NOW THEREFORE, this agreement is made and entered into by the Collin County Health Care Foundation and Plano Children's Medical Clinic.

1. **Term of Agreement.** This agreement shall be effective as of September 1, 2010 and ends on August 31, 2011, to coincide with Texas Department of State Health Services Immunization Branch – Locals funding support, as approved by Collin County Commissioners' Court Order No. 2007-2092-09-11.

2. **SCOPE OF WORK:**

   a. The goal of Provider is to prevent, control, and eliminate indigenous vaccine-preventable diseases by providing and administering biological and promoting immunizations within budgetary constraints.
   b. Provider shall implement an immunization program for children and adolescents less than 19 years of age, with special emphasis on children two years of age or younger (less than 36 months).
   c. Provider shall be enrolled as a provider in the Texas vaccines for Children Program (TVFC) and adhere to all TVFC guidelines.
   d. Provider will incorporate traditional and nontraditional, systematic approaches designed to eliminate barriers, expand immunization delivery, and establish uniform policies to immunize children and adolescents appropriately.
   e. Provider shall formulate and implement a comprehensive immunization policy for all employees according to the most current Center for Disease Control and Prevention's Advisory Committee on Immunization Practices (ACIP) statement: "Immunization of Health Care Workers."
   f. Provider shall report all suspected cases of vaccine-preventable diseases as specified in 25 TAC, sections 97.61-97.77 and 97.101-97.102.
   g. Provider shall report all vaccine adverse event occurrences in accordance with the National Childhood Vaccine Injury Act of 1986.

h. Provider shall implement an immunization reminder or recall system to notify parents or guardians of children when immunizations are due. The notifications shall be automated or manual and may include mail or telephone contacts. Extra efforts shall be made to notify parents or guardians of children at high risk of failure to complete the vaccines on schedule (e.g., children who start their vaccines late). Effort should be made to identify a medical home for those children without a regular medical home.
i. Provider shall provide vaccinations to any qualified Collin County resident.
j. No fee may be charged for vaccines provided by Provider's Program. All vaccines obtained from Provider's Program shall be used solely for purposes of this contract and shall not be sold to agencies or individuals.
k. All vaccines used by Provider which are issued by DSHS shall be accounted for as public property. DSHS will investigate vaccine loss, destruction, spoilage, or other waste and may require Provider to replace or reimburse DSHS.
l. Provider shall record all information required by the Vaccine Information Statement (clinic/office address, date vaccine administered, vaccine manufacturer, vaccine lot number, site of injection, signature of vaccine administrator, and title of vaccine administrator) in individual clinic immunization records to ensure a vaccine audit trail.
m. Provider understands that tuberculin skin tests (PPDs) are not reimbursable from this contract and shall not be include in contract reports.
n. Provider shall provide the parent, managing conservator, or guardian of each patient with a form approved by DSHS in compliance with 25 TAC, Chapter 100 to authorize participation in the statewide immunization registry (ImmTrac).
o. Provider shall provide DSHS weekly data transfers of all vaccines administered in a format that is compatible for inclusion in the statewide immunization registry (ImmTrac).
p. Provider shall comply with all applicable federal and state laws, rules, regulations, standards, and guidelines in effect on the beginning date of this contract. The following documents are incorporated by reference and made a part of this contract.

- Human Resources Code, Section 42.043;
- Education Code, Sections 38.001-38.002;
- Health and Safety Code, Sections 81.023 and 161.001-161.009;
- 25 TAC, Sections 97.61-97.77 and 97.101-97.102;
- 25 TAC, Chapter 100;
- 25 TAC, Chapter 96;
- 42 USC, Sections 247b and 300 aa-25;
- Omnibus Budget Reconciliation Act of 1993, 26 USC, Section 4980B; and
- DSHS Client Services Standards for Public Health and Community Clinics, revised June 1997;

- DSHS Vaccine-Preventable Disease Surveillance guidelines, http://www.dshs.state.tx.us/immunize/docs/guide.htm
- DSHS Pharmacy guidelines;
- Standards for Pediatric Immunization Practices, February 1996, recommended by the National Vaccine Advisory Committee, approved by the United States Public Health Service, and endorsed by the American Academy of Pediatrics (AAP); and,
- Centers for Disease Control and Prevention's Advisory Committee on Immunization Practices (ACIP) guidelines, including the statement: "immunization of Health-Care Workers";

3. PERFORMANCE MEASURES

The following performance measure(s) will be used to assess, in part, Provider's effectiveness in providing the services described in this contract without waiving the enforceability of any of the terms of the contract.

Provider shall provide an estimated 5,076 doses of vaccine to clients who receive services in the county defined as: Collin County.

Provider shall provide CCHCS monthly reports of doses administered by vaccine and age group, vaccine utilization/loss and daily record of vaccine storage temperatures. Reports shall be submitted by the fifteenth day of each month for the previous calendar month, on forms provided by DSHS. If automated reports are used by Provider, the report shall include the same information as the C33 form. Provider shall maintain copies of each Biological Transfer Form (C-68) used to transfer vaccines to another agency or private provider. Vaccine lot numbers shall be included on all Biological Transfer Forms used to transfer vaccines.

Provider shall assess the clinical records of preschool-age children to determine immunization levels on an annual basis. Provider shall use the Clinic Assessment Software Application available from DSHS. Assessment results shall be reported to DSHS within two weeks after the assessment is completed.

4. Indemnification.

To the extent allowed by law, each party agrees to release, defend, indemnify, and hold harmless the other (and its officers, agents, and employees) from and against all claims or causes of action for injuries (including death), property damages (including loss of use), and any other losses, demands, suits, judgments and costs, including reasonable attorneys' fees and expenses, in any way arising out of, related to, or resulting from performance under this agreement, or caused by it negligent acts or omissions (or those of its respective officers, agents, employees, or any other third parties for whom it is legally responsible) in connection with performing this agreement. Provider expressly agrees to indemnify and defend CCHCF for any medical malpractice claim, or related claim, brought against Provider in which CCHCF is made a party.

5. **Provider Licensure and Insurance.**

Provider warrants that it is in legal compliance with all State and Federal Medical licensure requirements. Provider is licensed to provide Medical care. Provider agrees to notify CCHCF of any suspension, revocation, or disciplinary action by any State or Federal Licensing body related to Provider's ability to provide immunizations. Provider has a current malpractice Insurance policy which covers the services contemplated by this agreement.

6. **Venue.**

The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this agreement. The parties agree that this agreement is performable in Collin County, Texas and that exclusive venue shall lie in Collin County, Texas.

7. **Confidentiality of Protected Health Information.**

Provider is required to comply with state and federal laws relating to the privacy and confidentiality of patient an client records that contain protected health information, or other health information made confidential by law.

8. **Successors and Assigns.**

This agreement shall be binding upon parties hereto, their successor, heirs, personal representatives and assigns. Neither party will assign or transfer an interest in this agreement without the written consent of the other party.

9. **Severability.**

The provisions of this agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this agreement is for any reason held by court of competent jurisdiction to be contrary to law or contrary to any rule or regulation having the force and effect of the law, the remaining portions of the agreement shall be enforced as if the invalid provisions have never been included.

This agreement embodies the entire agreement between the parties and may only be modified in writing and executed by both parties.

10. **Immunity.**

It is expressly understood and agreed that, in the execution of this agreement, neither party waives, nor shall be deemed hereby to have waived any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this agreement, the parties do not

create any obligations, express or implied, other than those set forth herein, and this agreement shall not create any rites in parties not signatories hereto.

BUDGET

CCHCS will reimburse Provider at the rate of $5.91 for administration of each vaccine dose. CCHCS will not reimburse for vaccines given to clients covered under Medicaid/Medicare, CHIP, or other third party payer programs. Reports of monthly doses administered via C5, minus the Medicaid/Medicare and CHIP doses, shall accompany vouchers filed for reimbursement.

Total payments shall not exceed $30,000.00.

TERMINATION

This agreement may be terminated by either party for any reason after thirty (30) days written notice. The written notice shall be sent to the addresses identified in the first paragraph of this Agreement. Provider shall be paid for all services provided up to the effective date of termination upon proper proof and submission of all required documentation.

Plano Children's Clinic
By: Susan Shuler
Name: Susan Shuler
Title: Executive Director
Date: 8/24/2010

Collin County Health Care Foundation
By: Keith Self
Name: Keith Self
Title: President
Date: 9/14/10