

TAPI- THE ARIZONA PARTNERSHIP for IMMUNIZATION- COST RECOVERY PROGRAM-BILLING

PROJECT: Cochise County dba Cochise Health and Social Services

CONTRACTOR: TAPI- The Arizona Partnership for Immunization

AMOUNT: 40% of funds received for billing services, including admin fee and vaccine reimbursement above drug cost

FUNDING: Cochise County dba Cochise Health and Social Services- Immunization Program

THIS CONTRACT is entered into between TAPI- The Arizona Partnership for Immunization a corporate nonprofit of the State of Arizona, and Cochise County dba Cochise Health and Social Services, hereinafter called Cochise County dba Cochise Health and Social Services.

WITNESSETH

WHEREAS, Cochise County dba Cochise Health and Social Services operates vaccination clinics on behalf of the Cochise County dba Cochise Health and Social Services-

And

Whereas, Cochise County dba Cochise Health and Social Services requires the services of a contractor (TAPI) qualified to coordinate billing services in order for Cochise County dba Cochise Health and Social Services to be compensated for Immunization services provided to health plan members; and,

WHEREAS, TAPI is qualified and willing to provide such services; and,

WHEREAS, pursuant to Cochise County dba Cochise Health and Social Services TAPI is the vendor qualified to perform said services.

Now, THEREFORE, the parties hereto agree as follows:

ARTICLE I- TERM AND EXTENSION/RENEWAL

This Contract, as awarded by Cochise County dba Cochise Health and Social Services, shall commence upon the date of execution. The contract period shall be one year from date of execution. Either party may terminate this Contract by providing written notification of their intent to terminate a minimum of sixty days in advance of such termination. This contract will automatically renew annually unless prior written notification of intent to terminate this contract is provided by either party a minimum of sixty (60) days prior to the annual renewal date. The parties may renew this Contract for up to four (4) one-year periods or any portion thereof. Any modification or extension of the Contract termination date shall be by formal written amendment executed by the parties hereto. Amendments to the Contract must be approved by both parties, before any work or deliverables under the Amendment commences.

ARTICLE II- SCOPE

A. Billing:

This agreement will establish a program operated by TAPI to coordinate billing for public health clinics so that counties and Cochise County dba Cochise Health and Social Services can be compensated for services to health plan members. TAPI will ensure that the health plans have claims data records for their clients. Cochise County dba Cochise Health and Social Services will receive payment for appropriately billed services (administration fee and/or vaccines) for services provided to privately insured clients as well as clients listed to be on the Arizona State Medicaid Program Arizona Health Care Cost Containment System (AHCCCS)

B: TAPI will:

1. Coordinate contracts for public health services billing with each commercial health plan.
2. Coordinate process for reimbursement for commercial health plan patients.
3. Communicate with Arizona Department of Health Services (ADHS), Vaccine for Children (VFC) and Arizona State Immunization Information System (ASIS) to ensure necessary financial collaboration.
4. TAPI agrees to use safe guards to ensure data is Health Insurance Portability and Accountability Act (HIPAA) compliant and patient data protected.
5. TAPI will make available support equipment recommendations based on industry standards.
6. TAPI will offer education services on claims processed for Cochise County dba Cochise Health and Social Services Immunization Clinics when requested.
7. TAPI will offer general immunization education and updates to Cochise County dba Cochise Health and Social Services staff as needed and requested.
8. TAPI will conduct six (6) yearly open forum meetings updating key public and private stakeholders about the public health billing process.
9. For the billing process TAPI will:
 - I. Process Claims on behalf of Cochise County dba Cochise Health and Social Services
 - II. Communicate information for each individual health plan
 - III. Receive payment for submitted claims.
 - IV. Reimburse Cochise County dba Cochise Health and Social Services for a portion of the claims payments received.

C: Cochise County dba Cochise Health and Social Services will:

1. Use a standard billing encounter form which conforms to regulatory billing requirements.
2. All immunization billing and demographic records of the health plan members will be sent to TAPI for processing using electronic submission of claims to health plans for payment, unless paper HCFA 1500s are required by the payer.

3. Train staff to verify insurance at the clinics using online real time insurance eligibility tool provided by TAPI. This will assist the Clinics to provide private vs. VFC vaccine at the point of service.
4. Provide TAPI the cost per dose of all vaccines to be billed, to ensure accuracy for the payment calculation.

ARTICLE III- PAYMENT

In consideration of this contract, TAPI agrees to pay Cochise County dba Cochise Health and Social Services as follows:

BILLING: TAPI will receive 40% of the claims paid for administrative fees; as well as 40% of claims paid for vaccine reimbursement above Cochise County dba Cochise Health and Social Services' cost of vaccines. Over time the payment methodology will be revised, once sufficient volumes of private vaccine billing are available to enable an accurate vaccine revenue and expense projection to ensure that both TAPI and Cochise County dba Cochise Health and Social Services' cost are covered. All changes in percentage will be done through an amendment to this contract in writing and signed by both parties.

ARTICLE IV-INSURANCE

CONTRACTOR (TAPI) shall obtain and maintain at its own expense, during the entire term of this contract the following type(s) and amount(s) of insurance:

- A. Commercial General Liability in the amount of \$1,000,000.00 combined, single limit Bodily injury and Property Damage. Cochise County dba Cochise Health and Social Services is to be named as an additional insured for all operations performed within the scope of the agreement between Cochise County dba Cochise Health and Social Services and TAPI.
- B. Commercial or Business automobile liability coverage for owned, non-owned and hired vehicles used in the performance of this agreement with limits in the amount of \$1,000,000.00 combined single limit or \$1,000,000.00 Bodily injury and \$1,000,000.00 Property Damage.
- C. If this agreement involves professional services, professional liability insurance in the amount of \$1,000,000.00; and,
- D. If required by law, workers' compensation coverage including employees' liability coverage.

ARTICLE V- INDEMNIFICATION

CONTRACTOR-TAPI shall indemnify, defend, and hold harmless Cochise County dba Cochise Health and Social Services, its officers, employees and agents from and against any and all suits, actions, legal administrative proceedings, claims or demands and costs attendant thereto, arising out of any act, omission, fault or negligence by TAPI, its agents, employees, or anyone under its direction or control or on its behalf in connection with performance of this contract.

TAPI warrants that all products and services provided under this contract are non-infringing. TAPI will indemnify, defend and hold harmless Cochise County dba Cochise Health and Social Services from any claim of infringement arising from services provided under this contract or from provision, license, transfer or use for their intended purpose of any products provided under this Contract.

ARTICLE VI- COMPLIANCE WITH LAWS

TAPI shall comply with all federal, state, and local laws, rules, regulations, standards and executive orders, without limitation to those designated within this contract. The laws and regulations of the State of Arizona shall govern the rights of the parties, the performance of this contract, and any disputes arising hereunder. Any action relating to this contract shall be brought in a court of the State of Arizona in Maricopa County. Any changes in the governing laws, rules, and regulations during the terms of this contract shall apply, but do not require an amendment.

ARTICLE VII- INDEPENDENT CONTRACTOR

The status of TAPI shall be that of an independent contractor. Neither TAPI, its officers, agents or employees shall be considered an employee of Cochise County dba Cochise Health and Social Services or, or be entitled to receive any employment-related fringe benefits under any merit system now in place or to be created during the length of this contract. TAPI shall be responsible for payment of all federal, state and local taxes associated with the compensation received pursuant to this contract and shall indemnify and hold Cochise County dba Cochise Health and Social Services harmless from any and all liability which Cochise County dba Cochise Health and Social Services may incur because of TAPI's failure to pay such taxes. TAPI shall be solely responsible for program development and operation.

ARTICLE VIII- SUBCONTRACTOR

TAPI will be fully responsible for all acts and omissions of any subcontractor and of persons directly or indirectly employed by any subcontractor and of persons for whose acts any of them may be liable to the same extent that TAPI is responsible for the acts and omissions of persons directly employed by it. Nothing in this contract shall create any obligation on the part of Cochise County dba Cochise Health and

Social Services to pay or see to the payment of any money due any subcontractor, except as may be required by law.

ARTICLE IX- ASSIGNMENT

TAPI retains its right to assign its rights of this contract, in whole or in part, without any prior written approval of Cochise County dba Cochise Health and Social Services. Approval may be withheld at the sole discretion of TAPI, provided that such approval would not seek to harm Cochise County dba Cochise Health and Social Services or its parent or affiliates, in which case approval shall not be unreasonably withheld.

ARTICLE X- HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY (HIPAA)

The parties acknowledge that Cochise County dba Cochise Health and Social Services' Immunization Program is a "covered entity" as defined in 45CFR 160.103 of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), and provides individually identifiable health information or PHI (as defined by HIPAA) to TAPI as a Business Associate (as defined by HIPAA), the Business Associate Agreement is set forth in this Contract

ARTICLE XI- LEGAL ARIZONA WORKERS ACT COMPLIANCE

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

ARTICLE XII- SCRUTINIZED BUSINESS OPERATIONS

Pursuant to A.R.S., 35-391.06 and 393.06 TAPI hereby certifies that it does not have scrutinized business operations in Iran or Sudan. The submission of a false certification by TAPI may result in action up to and including termination of this contract. Whereas Cochise County dba Cochise Health and Social Services certifies that it does not have scrutinized business operations in Iran or Sudan, whereas the submission of a false certification by Cochise County dba Cochise Health and Social Services may result in action up to and including termination of this Contract.

ARTICLE XIII- 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 suspended and merged herein. This Contract may be modified, amended, altered or extended only by a written amendment signed by the parties.

IN WITNESS THEREOF, the parties have affixed their signature(s) to this Contract on the date written below.

Cochise County dba Cochise Health and Social Services
IMMUNIZATION PARTNERS & OFFICERS

TAPI- THE ARIZONA PARTNERSHIP
FOR IMMUNIZATION

By: _____ Date: _____

APPROVED AS TO CONTENT

By: _____
Cochise County dba Cochise Health and Social Services

Date

By: _____
The Arizona Partnership for Immunization Date

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