

**2009-2010
FLU / PNEUMOCOCCAL PROFESSIONAL SERVICES AGREEMENT
BETWEEN
BOROUGH OF MAYWOOD
And
COUNTY OF BERGEN**

WHEREAS, the County of Bergen, Department of Health Services offers a program in which municipalities may contract for the purpose of providing flu and pneumococcal vaccination clinics for its residents.

WHEREAS, the program includes purchasing the vaccines in bulk, administration of the vaccine to residents, and Medicare part B insurance processing for vaccinated residents maintaining this form of insurance.

WHEREAS, the Borough of Maywood hereinafter referred to as the "SERVICE RECEIPIENT" and

WHEREAS, the County of Bergen, Department of Health Services, having its principal place of business at 327 East Ridgewood Avenue, Paramus, NJ 07652 and hereinafter referred to as the "SERVICE PROVIDER"

WHEREAS, the Bergen County Resolution # 145 is adopted by the Bergen County Board of Chosen Freeholders dated SEPTEMBER 2, 2009 authorized by County Executive to enter into an agreement with Borough of Maywood

NOW, THEREFORE, IT IS AGREED, by and between the SERVICE RECIPIENT and the SERVICE PROVIDER as follows:

- I. Service Provider and Service Recipient acknowledge and agree that by virtue of the services Service Recipient agrees to perform under the Contract, Service Recipient is Service Provider's "Service Recipient" as such term is defined under the regulatory Standards for Privacy of Individually Identifiable Health Information adopted pursuant to the Health Insurance Portability and Accountability Act of 1996 (such regulations and act are hereinafter collectively referred to as "HIPAA").
- II. Service Provider and Service Recipient acknowledge that in order for the Service Provider to disclose to Service Recipient, or for the Service Recipient to create or to receive on behalf of Service Provider, information defined as "protected health information" under HIPAA, Service Provider must obtain and document satisfactory assurances that Service Recipient will appropriately safeguard the information.

NOW, BE IT FURTHER RESOLVED, for and in consideration of the foregoing premises, and the covenants and other agreements set forth below, Service Provider and Service Recipient, intending to be bound legally, hereby agree as follows:

- I. Permitted Uses and Disclosures. Service Recipient may use and disclose protected health information it receives from Service Provider or that it creates or receives on behalf of Service Provider (collectively, the "Protected Health Information") only to perform its obligations under the Contract and, in such cases, only to the extent that Service Provider may use and disclose such information, or as otherwise permitted or required under this Agreement or required by law.

II. Compliance Obligations.

- A. Service Recipient may not use or disclose Protected Health Information other than as permitted or required in the Contract or this Agreement, or as required by law.
- B. Service Recipient shall use appropriate safeguards to prevent the use or disclosure of Protected Health Information other than as provided for under the Contract or this Agreement.
- C. Service Recipient shall promptly report to Service Provider any use or disclosure of Protected Health Information not provided for under the Contract or this Agreement of which Service Recipient becomes aware.
- D. Service Recipient shall ensure that any agents, including any subcontractor, to whom Service Recipient provides Protected Health Information, agrees to the same restrictions and conditions that apply to Service Recipient under this Agreement with respect to such information.
- E. Service Recipient shall make available to Service Provider, within 15 business days of Service Provider's request, such Protected Health Information maintained by Service Recipient as Service Provider requires to comply with the access and inspection rights of the individual who is the subject of the information, or the access and inspection rights of the individual's personal representative, in accordance with 45 C.F.R. §164.524.
- F. Service Recipient shall make available to Service Provider, within 15 business days of Service Provider's request, such Protected Health Information maintained by Service Recipient as Service Provider requires to make amendments in accordance with 45 C.F.R. §164.526, and Service Recipient shall incorporate amendments into Protected Health Information as directed by Service Provider.
- G. Service Recipient shall document disclosures of Protected Health Information it makes if and to the same extent that Service Provider is required to document the disclosures under 45 C.F.R. §164.528, and it shall make such documentation available to Service Provider within 15 business days of Service Provider's request.
- H. Service Recipient shall make available to the Secretary of the United States Department of Health and Human Services its internal practices, books and records relating to the use and disclosure of Protected Health Information for purposes of determining Service Provider's compliance with the standards and implementation specifications for Service Recipient contracts.

III. Management and Administration; Data Aggregation.

- A. Service Recipient may use such Protected Health Information as is necessary for the proper management and administration of Service Recipient or the Service Recipient to perform its legal obligations. Service Recipient may disclose Protected Health Information for such purposes, but only if (i) the disclosure is required by law, or (ii) Service Recipient obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies Service Recipient of any breach of confidentiality concerning such information of which it is aware.
- B. Service Recipient may use the Protected Health Information to provide data aggregation services relating to the health care operations of Service Provider.

IV. Term and Termination.

- A. The term of this Agreement shall be from October 1, 2009 through June 30, 2010.
- B. Notwithstanding anything to the contrary contained in the Contract, Service Provider may terminate the Contract and this Agreement upon at least 45 days advance written notice of termination, if Service Recipient materially breaches any term or condition of this Agreement and Service Recipient fails to cure the breach within the notice period.
- C. Upon Termination of this Agreement, if feasible, Service Recipient shall return to Service Provider or destroy all Protected Health Information in its possession and retain no copies of such information if infeasible, it may maintain such information; however, the protections of this Agreement will survive termination with respect to such information, and Service Recipient shall limit further its uses and disclosures of the Protected health Information for those purposes that make the return or destruction of the information infeasible.
- D. NOTICE: Written notice under this Agreement shall be sent via certified mail, return receipt requested, to:

**County of Bergen
Department of Health Services
327 East Ridgewood Avenue
Paramus, NJ 07652
Attn.: Director / Health Officer**

And

**Borough of Maywood
15 Park Avenue
Maywood, NJ 07607**

PROGRAM OUTLINE AND COST: BOROUGH OF MAYWOOD

Service Provider will not be able to accept any flu vaccine returns. Service Provider will only accept the return of the unopened 5 dose vial of pneumococcal vaccine.

Service Provider purchases vaccine and will bill Service Recipient accordingly, Service Provider submits for insurance reimbursement, and Service Provider administers vaccine

Type of Vaccine	Service Recipient cost for vaccine	Service Recipient cost for denied insurance claims	Service Recipient CREDIT for Insurance Reimbursement	Service Recipient CREDIT for Administering vaccination
Flu (10 dose pack, pre-filled syringes)	\$137.00	\$20.00	\$8.50	\$3.50
Pneumococcal (5 dose vial)	\$205.00	\$35.00	\$8.50	\$3.50

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed and attested by their proper corporate officers and their respective seals to be hereto affixed, the day and year first above written.

**BOROUGH OF MAYWOOD SIGNATURES BELOW:
PLEASE PLACE MUNICIPAL SEAL OVER ATTESTING SIGNATURE**

ATTESTING SIGNATURE:

By: *Jean M. Kellie*
Title: Borough Clerk
Date: 10-01-2009

By: *[Signature]*
Title: Mayor
Date: 10/1/2009

COUNTY OF BERGEN SIGNATURES BELOW:

ATTESTING SIGNATURE:

By: *Clara Krejca*

CLARA KREJCA
Notary Public of New Jersey
I.D. #2023552
Commission Expires 12/29/2011

By: *[Signature]*
Dennis McNerney
County Executive
Date: 2-2-10

By: *[Signature]*
Hansel F. Asmar
Director / Health Officer
Date: 10/1/09