

Sample Immunization/SCHIP Interagency Agreement

This agreement is between the State of _____ acting by and through (Agency Administering SCHIP), hereinafter called "SCHIP" and the State Immunization Program hereinafter called "STATE."

I. TERM

This agreement shall be effective on (month/day/year), and shall expire on (month/day/year), unless otherwise terminated or extended.

II. PURPOSE

The (SCHIP) and (STATE) are working in partnership to: 1) improve age-appropriate immunization rates among Medicaid children to 90% by two years of age; and 2) implement a plan to improve adolescent immunizations. These long-term plans will be partially addressed by the following methods:

- A. Purchasing vaccine off current federal and state contracts to provide vaccine coverage to children enrolled in (STATE)'s State Children's Health Insurance Plan.
- B. Providing vaccine purchased for eligible children to public and private medical providers enrolled in the Vaccines for Children (VFC) program using the established VFC distribution system.

III. PROCEDURE

(STATE) will directly and/or through subcontractors coordinate and oversee activities necessary to carry out the purpose of this agreement.

IV. STATEMENT OF WORK

(STATE) AGREES TO:

- A. Purchase vaccines off current federal and state contracts. Vaccines purchased will include all antigens recommended by the Advisory Committee on Immunization Practices for children ages birth through 18 years.
- B. Distribute vaccines to public and private medical providers enrolled in the VFC program. Vaccines purchased for the benefit of SCHIP enrolled children will be distributed to private medical providers through our subcontracted vaccine distributor. Vaccines will be distributed to public providers directly from (STATE).
- C. Providers will continue to screen for VFC eligibility.

(SCHIP) AGREES TO:

- A. Report to (STATE) quarterly the number of SCHIP enrolled children. This information will be reported in four age cohorts; birth through 11 months, 12 months through five years, six years through eleven years, and twelve years through eighteen years.
- B. Report to (STATE) quarterly the proportion of SCHIP enrolled children to total enrolled children. This information will be used to calculate what percentage of vaccines sent to providers will be purchased with Vaccines for Children and State Children's Health Insurance Program funds.

- C. Assist (*STATE*) in the review and approval of sub-agreements to carry out this agreement.
- D. Identify (*STATE*) reporting needs.

V. CONSIDERATION

- A. (*SCHIP*) agrees to pay (*STATE*) an amount not to exceed the sum of (\$ _____) for vaccine purchase and accomplishment of work, as stated in Section IV.
- B. (*STATE*) shall bill (*SCHIP*) quarterly in arrears.
- C. (*STATE*) shall not submit billing and (*SCHIP*) will not pay, any amount in excess of the compensation set forth above.
- D. Billing will be based on the current federal vaccine contract established by the Centers for Disease Control and Prevention and state vaccine contracts established by Department of Administrative Services plus a shipping fee of (\$ _____) per dose. Vaccine prices and shipping charges are subject to change during the contract period.

VACCINE = \$ _____
 SHIPPING = \$ _____
 CONTINGENCY = \$ _____
 TOTAL \$ _____

- E. Billings will be sent to:
 C/O Billing Contact Person
 (Address)

VI. GENERAL PROVISIONS

- A. Funds Available and Authorized
 (*SCHIP*) has sufficient funds currently available and authorized for expenditure to finance the costs of this agreement. (*STATE*) understands and agrees that (*SCHIP*)’s payment of amounts under this agreement attributable to work performed after the last day of the current biennium is contingent on (*SCHIP*) receiving from the Legislative Assembly appropriations, limitations, or other expenditure authority sufficient to allow (*SCHIP*), in the exercise of its reasonable administrative discretion, to continue to make payments under this agreement. In the event the Legislative Assembly fails to approve sufficient appropriations, limitations, or other expenditure authority, (*SCHIP*) may terminate this agreement without penalty or liability to (*SCHIP*), effective upon written notice to (*STATE*), with no further liability to (*STATE*).
- B. Amendment
 The terms of this agreement may not be waived, altered, modified, supplemented or amended, in any manner whatsoever, except by written agreement signed by the parties.
- C. Termination
 - 1. This agreement may be terminated by consent of either party upon 30 days notice in writing delivered by certified mail or in person.
 - 2. In addition, (*SCHIP*) may terminate or modify this agreement, in whole or in part, effective upon delivery of written notice to (*STATE*), or at such later date as may be established by (*SCHIP*), under any of the following conditions.
 - a) If (*SCHIP*) funding from federal, state, or other sources is not

obtained and continued at levels sufficient to allow for purchase of the indicated quantity of service.

- b) If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are not longer allowable or appropriate for purchase under this agreement or are no longer eligible for the funding proposed for payments authorized by this agreement; or
 - c) If any license or certification required by law or regulation to be held by *(STATE)* to provide the services required by this agreement is for any reason denied, revoked, suspended, or not renewed.
3. Time is of the essence of *(STATE)*'s performance of each and every obligation and duty under this agreement. *(SCHIP)*, by written notice to *(STATE)*, may at any time terminate the whole or any part of this agreement if:
- a) *(STATE)* fails to provide services called for in this agreement within the time frame specified herein or any extension thereof; or
 - b) *(STATE)* fails to perform any of the other provisions of this agreement, or so fails to pursue the work as to end anger performance of this agreement. In accordance with its terms, and after receipt of written notice from *(SCHIP)*, fails to correct such failures within 30 calendar days or such other period as *(SCHIP)* may authorize or require.
4. The rights and remedies of *(SCHIP)* are provided in subsection c, above are not exclusive and are in addition to any other rights and remedies provided by law or under this agreement.
5. Termination or modification of this agreement pursuant to subsections a or b, above, shall be without prejudice to any obligations or liabilities of either party, already accrued prior to such termination or modification. However, upon receiving a notice of termination (regardless of whether such notice is given pursuant to subsections, a, b, or c of this section), *(STATE)* shall immediately cease all activities under this agreement, unless expressly directed otherwise by *(SCHIP)* in the notice of termination. Further, upon termination, *(STATE)* shall deliver to *(SCHIP)* all agreement documents, information, works-in-progress and other property that are or would be deliverable had the agreement been completed.

D. Records Maintenance; Access

(STATE) shall maintain all fiscal records relating to this agreement in accordance with generally accepted accounting principles. In addition, *(STATE)* shall maintain any other records pertinent to this agreement in such a manner as to clearly document *(STATE)*'s performance hereunder. *(STATE)* acknowledges and agrees that *(SCHIP)* and not withstanding section 3, above, the Secretary of State's Office, the Federal Government and their duly authorized representatives shall have access to such fiscal records and all other books, documents, papers, plans and writings of *(STATE)* that are pertinent to this agreement for the purpose of performing examinations and audits, and making excerpts and transcripts. All such fiscal records, books, documents, papers, plans and writing shall be retained by *(STATE)* and kept accessible for a minimum of three years, except as required longer by law,

following final payment and termination of this agreement, or until conclusion of any audit, controversy or litigation arising out of or related to this agreement, whichever date is later. All subcontracts shall also comply with these provisions.

E. Written Notice

All notices regarding this agreement should be sent to the following liaisons:

TO: (SCHIP PROGRAM):

**Designee
(Address)
(Phone Number)**

TO: (STATE IMMUNIZATION PROGRAM):

**Designee
(Address)
(Phone)**

F. Indemnification

1. The Agencies understand that each is insured with respect to tort liability by the State of _____, a statutory system of self-insurance established by _____ and subject to _____. Each Agency agrees to accept that coverage as adequate insurance of the other party with respect to personal injury and property damage.
2. Self-Insurance Loss Allocation: The Agencies agree that any tort liability claim, suit or loss resulting from or arising out of the parties' performance of and activities under this contract shall be allocated, as between the state agencies, in accordance with law by the Risk Management Division of the Department of Administrative Services for purposes of their respective loss experiences and subsequent allocation for self-Insurance assessments under _____. Each party agrees to notify Risk management Division and the agency in the event it receives notice or knowledge of any claim arising out of the performance of, or the agencies' activities under this contract.

G. Merger Clause

This contract and attached exhibits constitute the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this contract. No waiver, consent, modification or change of terms of this contract shall bind either party unless in writing and signed by both parties and all necessary State approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of Division to enforce any provision of this contract shall not constitute a waiver by Division of that or any other provision.