



## Mercy Housing COVID-19 Vaccine Support Policy

Version: 4.0 (February 2021)

### **BACKGROUND:**

Mercy Housing is committed to supporting the vaccination of residents and staff against COVID-19 with an FDA-approved vaccine. Below lists Mercy Housing's policies and guidelines for hosting vaccination clinics, coordinating with community-based clinics and other vaccine-related activities. Each state, locality is vaccinating using slightly different approaches so if you have any questions about your specific scenario, please reach out to your supervisor and Legal.

### **KEY OVERARCHING POLICIES:**

Mercy Housing is not a HIPPA compliant organization, so we cannot share protected health information with a health care organization (e.g. the vaccine provider) without resident consent nor can we sign MOUs asking us to be HIPPA compliant. We also cannot perform health care functions in support of the vaccination clinics.

Resident and staff participation in the vaccination clinics is voluntary. Mercy Housing should not persuade or coerce a resident to receive the vaccine, nor can we imply that vaccination is a condition of housing or participation in services. Any resident or staff who has questions about if vaccination is right for them should be encouraged to talk to their health care provider. Staff can provide information how a resident can sign up for the vaccine (either onsite or within the community), and distribute approved flyers from the CDC or other reputable sources.

Following resident vaccinations, staff and residents must still follow Mercy Housing and local laws related to mask wearing and gathering sizes.

### **GUIDELINES:**

#### Onsite Vaccination Clinics

- Mercy Housing encourages properties to host COVID-19 vaccination clinics where possible.
- Mercy Housing can host onsite vaccination clinics assuming that the provider is not asking us to share protected health information without consent ([see consent form](#)), be HIPPA compliant or perform health care functions. Health care functions that staff may not perform are: monitoring residents for adverse reactions post vaccination, assisting with the actual vaccination of the residents, or reminding residents to receive the second dose.
- Mercy Housing can make available community room space, assist with signs ups, collect forms and share that information with the provider (assuming consent is given). Staff may assist with scheduling and traffic flow in and out of the clinic, room set up and clean up.

- The provider must adhere to regular COVID-19 safety protocols: e.g., wear appropriate PPE, ensure that residents are socially distanced, and limit the number of residents and staff in proximity as they administer the vaccine.
- Confidentiality- As Mercy Housing is not a HIPAA compliant organization, the provider cannot share information on which residents received the vaccination or other health related information.
- Mercy Housing staff may not contact residents to learn the status of their vaccination, nor to encourage them to receive the second dose of the vaccine.
- Mercy Housing is not a health care provider and therefore cannot determine if a resident should/or should receive the vaccine. Care must be provided to ensure that staff are not encouraging or discouraging a vaccination.
  - Staff may say: the CDC recommends that all high-risk groups should receive the vaccination. Check with your health care provider to find out if you should get the vaccine.
  - Staff may not say: I think you should get the vaccine.

#### Community- based Clinics

- Mercy Housing may share information about opportunities to be vaccinated in the community either at a pharmacy, mass vaccination center, and/or at a health care facility. We welcome you to share flyers to promote vaccination opportunities. If a web-based sign up is required, you may aid the resident in the sign-up process if requested.
- In some cases, providers are reaching out to Mercy Housing properties to assist with resident signups for community-based vaccination clinics. They may ask Mercy Housing staff to send them a “list” of residents who plan to attend the clinic. In this case, Mercy Housing staff can reach out to residents either by phone or some other method to inform them of the clinic and ask if they want to be signed up. Please follow the [guidelines above so as to](#) not encourage/discourage vaccination and to direct them to their health care provider if they have specific questions about if the vaccine is right for them. Verbal consent to share the resident name and information as part of a sign up process is sufficient if the written consent cannot be obtained.
- If transportation to the vaccination clinic is an issue, staff should work to find a third-party transportation for residents such as ridesharing or taxi. Staff should not drive residents to a vaccination clinic either in a private vehicle or in a rented vehicle due to liability and COVID-19 concerns.
- Mercy Housing staff may not contact residents to learn the status of their vaccination, nor to encourage them to receive the second dose of the vaccine.

#### Information Sharing/Outreach

- Mercy Housing may host health care providers onsite to provide more detailed information on the vaccine program and answer resident questions. If possible, virtual programming is encouraged. All COVID-19 safety protocols should be observed in the outreach is in person.

- Mercy Housing staff may provide generic information/flyers on the clinic and the vaccine. Use flyers provided by the public health department, the CDC, or CVS/Walgreen, or another health care provider.

#### Staff Vaccination

- Mercy Housing does not require but does encourage staff to get the COVID-19 vaccine. If offered, staff may participate in any onsite vaccination or any program offered to essential workers. COVID-19 PTO (up to two days per dose) for both the vaccination and any side effects.

#### Pharmacy Partnership Program

Distribution of the COVID 19 vaccine to nursing homes/assisted will be via the Pharmacy Partnership Program, an agreement with CVS and Walgreens to offer on-site COVID-19 vaccination services for residents of nursing homes and assisted living facilities. Inclusion of senior congregate housing in the first stage of the Pharmacy Partnership Program will vary by jurisdiction. Already a number of Mercy Housing senior housing properties have been contacted by local health departments regarding participation in the Pharmacy Partnership Program.

The [Pharmacy Partnership Program](#) provides the following services, free of charge:

- On-site clinics. Scheduling and coordination will be done directly with each facility. Three visits over approximately two months will likely be needed to administer both doses of vaccine and vaccinate any new residents and staff.
- On-site administration of vaccine.

#### WHAT TO DO IF CONTACTED BY WALGREENS/CVS OR PUBLIC HEALTH DEPARTMENT TO SCHEDULE A VACCINE CLINIC [\(See Workflow\)](#)

1. Accept the offer for onsite vaccination program and inform the provider of the following:
  - a. Mercy Housing is not a health care organization therefore we **CANNOT** do the following:
    - i. Collect personal health information such as health conditions etc.
    - ii. Sign any MOU requiring Mercy Housing to comply with HIPPA. If an MOU is needed, use the [MOU](#) in the annex
    - iii. Provide any health care services such as monitoring for adverse reactions, following up with residents about receiving second dose, administer the vaccine (others)
    - iv. Help residents determine if they should receive the COVID-19 Vaccine.
2. After you have been contacted, Inform your supervisor and other site staff of the date, time and vaccination provider. A 15-minute call with Legal, NRS MHMG leadership and GBC leadership may be required to determine how to proceed.
3. Once approved by the RSM or ADO, confirm the dates with your contact with the Provider.

## **Organizing the Covid-19 Vaccination Clinic**

1. Begin to advertise with residents that the provider (CVS, Walgreen's) etc. is coming and ask their interest. When calling residents, use the [script below](#) and take care to remain neutral about the resident's decision to receive the vaccine or not.
2. If they are interested, distribute the [Mercy Housing data sharing consent form](#), **three** copies of the Vaccine Administration Record (VAR) consent form (provided by CVS/Walgreens) and provide [CDC Covid-19 FAQ](#).
3. Collect the consent forms and populate the Covid-19 Multi- Patient Registration Template Excel sheet. Upload the sheet into the CVS/Walgreens portal at least three days prior to the clinic.

### **Day before First clinic visit.**

1. Call residents to remind them of the clinic. Remind them to bring their Health Insurance card, and the VAR form. Also advise them to wear a shirt with easy access to the upper arm.

### **Day of Clinic**

1. Prepare community space.
2. Have copies of VAR ready for residents who forgot them.
3. Support provider with set up and traffic flow.
4. If possible, enter data into Mercy Measures under Primary and Preventive Health Care

### **Follow-up Clinics:**

1. There will be two follow-up clinics 3-4 weeks after the first clinic. Similar procedures should be followed for subsequent visits.

### **[Sign up Script:](#)**

As you may have heard, the COVID vaccine is slowly being rolled out to local counties. Although we don't have all the information at this time, we do know that certain HUD 202/senior independent living sites, such as this site, might qualify to be part of the Pharmacy Partnership Program, which is an agreement with CVS and Walgreens to offer on-site COVID-19 vaccination onsite.

Mercy Housing is not a health care provider and we therefore encourage you to discuss with your healthcare provider if the vaccine is right for you. We do have CDC/CVS/Walgreen information available if you are interested in learning more.

In the event that "PROPERTY" has CVS/Walgreens come on site to distribute COVID vaccines, they will need to pre-register individuals in order to ensure an accurate number of vaccines are available. For this reason, and to ensure confidentiality, we are asking residents who may be considering the vaccine, to complete a Consent Form. Would you be interested in receiving a consent form?



Covid-19 Vaccination Clinic Sign Up and Information Sharing Consent Form

Name \_\_\_\_\_

Unit \_\_\_\_\_ Date of Birth \_\_\_\_\_

Gender:  Female  Male  Transgender Female  Transgender Male

Race:  African American  White  Asian  American Indian

American Indian  Other Race  Unknown  Choose not to report

Ethnicity:  Hispanic or Latino  Not Hispanic or Latino  Unknown

Phone number \_\_\_\_\_

Yes I would like to sign up to receive a COVID-19 vaccine.

***I give permission for Mercy Housing to share this information with [Health Care Provider] for the purposes of signing me up for the COVID-19 Vaccination Clinic***

\_\_\_\_\_(Sign)

\_\_\_\_\_(Date)

**MEMORANDUM OF UNDERSTANDING  
RESIDENT SERVICES**

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In recognition of the need for collaboration to serve the needs of residents at Mercy Housing properties, this Memorandum of Understanding, ("MOU") is entered into effective as of \_\_\_\_\_ (the "Effective Date") between:

\_\_\_\_\_ ("Mercy") with an address \_\_\_\_\_ and \_\_\_\_\_ Walgreen's Co/CVS ("Provider") with an address of \_\_\_\_\_

The purpose of this MOU is to describe the agreements made between Mercy and Provider in relation to the housing project known as \_\_\_\_\_ COVID-19 Vaccination Clinic (the "Property"):

and located at \_\_\_\_\_

It includes agreements with regard to the respective roles and responsibilities of Mercy and Provider in working together to achieve the goals established for the residents of the property. The objective of this collaboration is: to administer the COVID-19 vaccine to residents and staff who choose to take it.

The program title is: \_\_\_\_\_ COVID-19 Vaccination Clinic \_\_\_\_\_ (the "Program").

The services to be provided under the program are \_\_\_\_\_ COVID-19 Vaccination \_\_\_\_\_ as described in more detail in **Exhibit 1** (the "Services").

THEREFORE for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledge, the parties agree as follows:

**1. RELATIONSHIP SUMMARY:**

- 1.1. Mercy and the Provider desire to enter upon this MOU to enable the provision of the Services for residents of the Property.
  - 1.2. The Parties to this MOU are, and shall remain throughout the contract period, independent contractors with neither party becoming the agent, express, implied or otherwise, of the other party.
  - 1.3. ["Provider" will include referrals and linkages to other healthcare service providers that address health care needs that are medically deemed necessary for specialty treatment.]
2. **TERM AND REVIEW:** The initial term of this MOU begins on Effective Date and ends on the dated twelve months from the Effective Date. This Agreement shall automatically renew for additional terms of twelve (12) months unless either party provided 30 days prior written notice of non-renewal. This MOU will be reviewed annually.
3. **ROLE AND RESPONSIBILITIES:**
- 3.1. Both parties agree that the process for reaching eligible residents who are interested in taking advantage of the Services is critical. Residents living in the Property have the responsibility and ability to make their own choices about health and personal care and other services. Residents therefore may choose to participate or to not participate in the Program. In addition, both parties agree that the delivery of the Program is intended to provide positive benefits to residents. Mercy employees will not be involved in the direct provision of the Services. [Provider shall be solely responsible for establishing arrangements with Residents for any payment for services, as applicable, including arrangements for billing, payment and reimbursement.][All Services will be provided by Provider at no cost to residents]
  - 3.2. Mercy will provide and supervise Resident Service Coordinator(s) who are responsible for:
    - a. Performing outreach and informational activities to residents for purposes of making residents aware of the Program and encouraging them to participate;
    - b. Coordinating the facilities used to provide the Services;
    - c. Ensuring the upkeep and maintenance of the Property;
    - d. Providing adequate space and utilities for the onsite provision of the Services in a space located on the Property at no cost to the Provider. Provider will have exclusive access and use of the designated space during Program time. The location of the

space and other details concerning access to the Property and use of the space are described in more detail in **Exhibit 2**;

- e. Ensuring staff are available to open the facility if it is locked;
- f. Promoting the Services and providing outreach through flyers, newsletters and referrals for services; and
- g. Meeting with Program / Provider staff on a regular basis to discuss issues and how to effectively address them.

3.3. Provider will provide staff who are responsible for:

- a. Providing the Services, as more fully described in **Exhibit 3**;
- b. Providing a list of staff hours for the Services available on site. This list is to be kept updated;
- c. Providing written descriptions of the Services;
- d. Providing outreach materials;
- e. Providing periodic reporting to Mercy, as more fully described in **Exhibit 4**;
- f. Adhering to all the rules of the Property;
- g. Obtaining advance approval before scheduling any guest speakers or additional services;
- h. Arriving before the Services are scheduled to start;
- i. Providing all the supplies and equipment needed to provide the Services; and
- j. Obtaining and complying with all necessary licenses and permits applicable to providing the Services.

Provider shall not, without Mercy's prior written approval install any furniture, fixtures or equipment at the Property, or make any modifications to the Property.

- 4. **SCOPE OF SERVICES:** Provider will oversee the delivery of the Program on site, and the coordination of Program through providing staff who are responsible for the provision of the Services as set out in **Exhibit 1**.
- 5. **CONFIDENTIALITY:** Both parties will be responsible for maintaining confidentiality of all resident information. All participant data will be kept strictly confidential and is for internal use only. For the avoidance of doubt, each party will adopt policies and procedures to maintain the confidentiality of participant information that it obtains, and except as permitted by a written consent from the participant, neither party will provide to the other party confidential information that it obtains with respect to a participant without first obtaining the consent of the participant. Notwithstanding the foregoing the parties acknowledge that Mercy is not a "covered entity" as defined in the Health Insurance Portability and Accountability Act (HIPAA) and does not meet the standards set forth in the HIPAA Privacy Rule.

6. **CRISIS AND EMERGENCY RESPONSE:** Mercy and Provider agree that being well prepared to handle emergencies will reduce the risk to residents and staff. Both parties agree to report child, dependent adult and elder abuse and neglect as required by law. Provider will screen all of its staff, including subcontractors and volunteers, through a criminal background or central registry check.
  - 6.1. Provider agrees to report all disruptive behavior by residents, other incidents or accidents immediately to Mercy staff.
  - 6.2. Mercy agrees to train all staff on incident protocols and evacuation procedures.
7. **COMMUNICATION:** Both parties agree that all efforts should be made to keep open lines of communication and to ensure accountability in carrying out the separate roles of each party. Both parties commit to regularly scheduled and ongoing meetings to review services provided by the Provider. Meetings will address significant and relevant changes, resident needs, schedule of space at the property, and sharing relevant participation and outcomes information. These meetings will be attended by a representative of Mercy and a representative of Provider. Both parties commit to procedures outlined elsewhere in this MOU for addressing and amicably resolving any issues that arise in the development and implementation of the Services.
8. **MANAGEMENT STRUCTURE / STAFFING CHART:** Both parties agree that phone and contact directories of key staff will be shared. The Management Structure / Staffing Chart will include name, title, address, phone and e-mail contact information. The Management Structure will be maintained per ***Exhibit 3*** attached and incorporated herein as is set forth in full.
9. **FINANCIAL ARRANGEMENTS:** Provider is responsible for all expenses related to the provision of the Services and Mercy is responsible for all costs related to facility maintenance/property management. Each Party will provide as much advance notice as possible when changes in financial arrangements are anticipated, and will support each other's efforts to minimize the impact of such changes on the services and facilities.
10. **COMPLIANCE WITH LAW:** Both parties agree to be in compliance at all times with all Federal, State and County laws and ordinances. The parties will comply with the title VI of the Civil Rights Act of 1964, Title VIII of the Civil Rights Act of 1968, and Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against handicapped persons who would otherwise qualify to participate in the program, and the Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age.
11. **[LICENSES AND REGULATORY REQUIREMENTS:** Provider is [a federally qualified health centers (FQHCs) include all organization under Section 330 of the Public Health Service Act (PHS) with current accreditation by the Joint Commission, recognition by NCQA and] licensed and insured in the state in which the Property is located to provide the Services and

specifically including health care services. Provider will provide Mercy with documentation of all such insurance and licensure and will maintain all such insurance and licensure without lapse.]

12. **INDEMNIFICATION:** Provider agrees to indemnify, defend, and hold Mercy harmless from and against any and all claims, demands, suits, actions or proceeding order, decrees and judgments of any kind arising out of any: (1) act or omission of Provider or its employees, agents, contractors, licensees or invitees, occurring in or about the premises of the Property or in any way connected with Providers activities; or (2) any breach, violation or non-performance of any of the representations or warranties, terms or conditions of this MOU. This indemnity shall be primary in nature so that any claim, action, suit or dispute covered by this indemnity shall be first defended and paid by the indemnitor, including all costs of defense including attorney's fee, expert witness fees, court costs and expenses associated with discovery, without any contribution from any insurance or self-insurance program covering Mercy. The provisions of this section will survive the expiration or termination of this MOU.
13. **INSURANCE:** Provider will as a minimum carry the following insurance: (1) Workers Compensation written to statutory limits, including employer's liability of \$1,000,000 per occurrence; (2) General Liability in the minimum amount of \$2,000,000 per occurrence / \$2,000,000 annual aggregate; (3) Automobile Liability in the minimum amount of \$1,000,000 if the Program owns and operates vehicles; (4) Professional liability insurance with available limits of not less than \$2,000,000. If during the contract period, claims or the defense of claims reduces the available limits below \$1,000,000, immediate notice thereof shall be given to Mercy. In such event, it shall be Mercy's right, in its sole and absolute discretion, to either cancel this MOU without any liability to the Provider, or require the Provider to acquire such additional insurance as will again raise the available limits to \$1,000,000. All policies shall name the Mercy as an additional insured. Copies of certificates of insurance showing the coverage to be in place shall be provided to Mercy upon execution of this MOU and within 10 working days of the policies being renewed.
14. **PUBLIC RELATIONS:** In recognition of the desire to share success stories with a variety of audiences, both parties agree to share media released and allow the other agency one week to comment and alter the media before it is released. Mercy and Provider will acknowledge each other as co-sponsors in all written publicity, promotional materials and fundraising campaigns related to the Program detailed in this MOU.
15. **TERMINATION:** Either Mercy or Provider may terminate this MOU upon 10 days written notice if there are any material breaches any provision of this MOU. Either Mercy or Provider may terminate this MOU without cause upon 60 days written notice.
16. **NOTICES:** All notices, requests, consents and other communications hereunder shall be in writing and shall be personally delivered, sent by Federal Express or other nationally recognized

overnight or same day courier service providing a return receipt, or mailed by first-class registered or certified mail, return receipt requested, postage prepaid (and shall be effective when received, when refused or when the same cannot be delivered, as evidenced on the return receipt) to the following addresses:

If to Mercy:

At the Address set forth above with a copy to:

Mercy Housing  
Attention: Legal Department  
1999 Broadway, Suite 1000  
Denver, CO 80202

If to Provider:

At the Address set forth above.

17. **ENTIRE AGREEMENT; COUNTERPARTS:** This MOU constitutes the entire agreement between the parties hereto with respect to the transactions contemplated herein, and it supersedes all prior understandings or agreements between the parties. This MOU may be executed in one (1) or more duplicate original counterparts, each of which shall be effective as and shall constitute an original document binding upon the party or parties signing the same. It shall not be necessary for each party to execute all counterparts, provided that each party has executed at least one counterpart. No oral modification hereof shall be binding upon the parties, and any modification shall be in writing and signed by the parties.
18. **BINDING EFFECT:** This MOU shall be binding upon and inure to the benefit of the parties hereto, and their respective heirs, devisees, personal representatives, permitted successors and permitted assigns.
19. **CONSTRUCTION:** Each party hereto hereby acknowledges that all parties hereto participated equally in the drafting of this MOU and that, accordingly, no court construing this MOU shall construe it more stringently against one party than the other.
20. **GOVERNING LAW:** This MOU shall be governed by, and construed in accordance with, the laws of the State in which the Property is located.
21. **ASSIGNMENT:** No party shall assign this MOU, in whole or in part, without the prior written consent of the other party.

**[Signature Page(s) Follow]**

**SIGNATURES:**

The entire terms of this MOU as set forth are accepted.

**MERCY:**

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(Signature) (Date)

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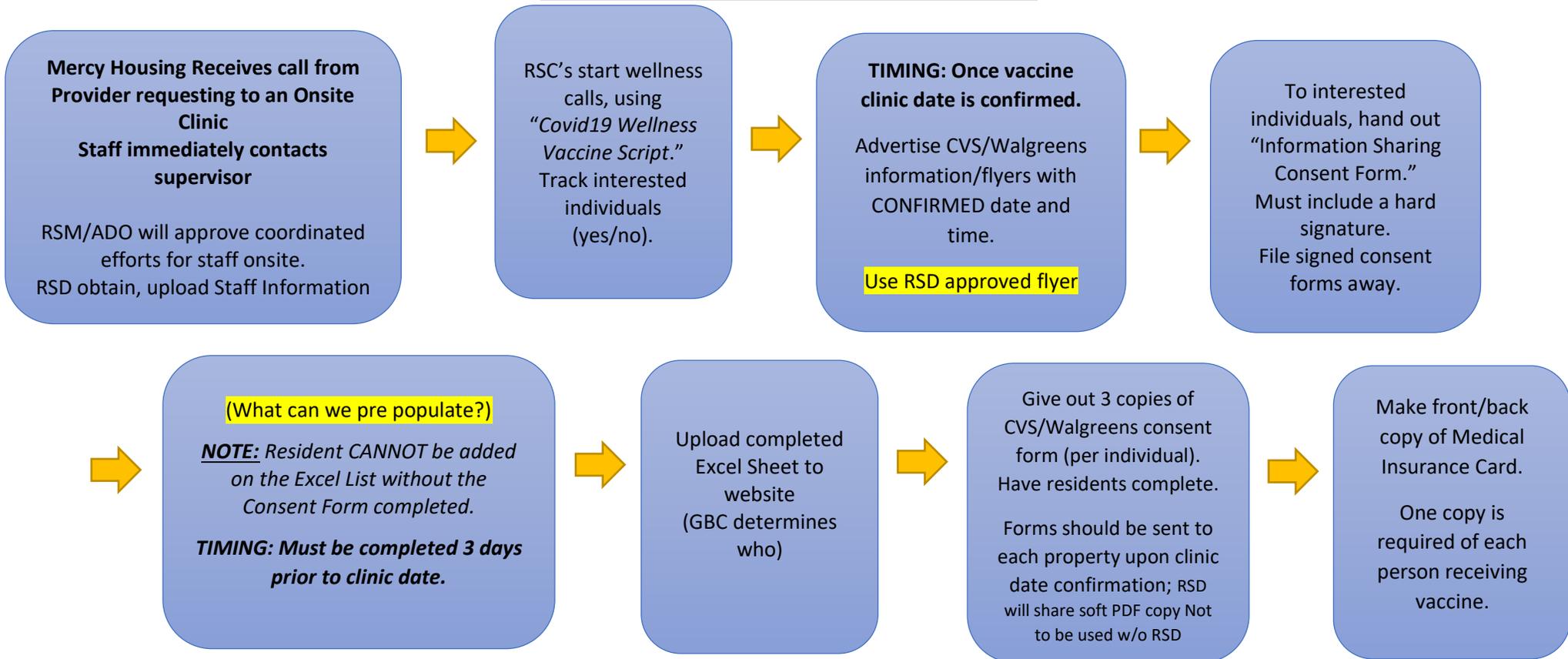
**PROVIDER:**

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(Signature) (Date)

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### VACCINE PREPARATION TIMELINE/FLOW CHART:



### VACCINE CLINIC DAY

#### **For Staff:**

- REVIEW **Mercy Housing COVID-19 Vaccine Distribution Policy**
- Prepare Community Space. Clean space pre/post clinic.
- Work with RS Supervisor to create blocks of time per floor.
- Assist Residents with copying Medical Insurance Card (2 copies, one for clinic day 1, one to keep on file for next clinic).



#### **For Residents & Staff receiving vaccine:**

- Have 3 consent forms completed (one for each member of the household). Bring to Clinic on the day of.
- Bring copy of front/back of medical insurance card.
- Wear shirt with easier access for shot (short sleeve/tank).