

MEMORANDUM OF AGREEMENT FOR ENTITIES OPERATING PUBLIC POINTS OF DISPENSING (PODs)

THIS MEMORANDUM OF AGREEMENT made this _____ day of _____, 2012 by and between the State of Florida, Department of Health, Broward County Health Department (BCHD) and _____ (ENTITY).

WHEREAS, the Broward County Health Department's mission is to promote and protect the health of all residents and visitors in Broward County; and,

WHEREAS, the Broward County Health Department desires to provide vaccinations to school age children in cooperation with local governments and/or their designee(s) within Broward County with vaccines provided through the Vaccine For Children Program (VFC); and,

WHEREAS, cities within Broward County have agreed, through a separate Memorandum of Agreement, to allow their respective paramedic vaccinators to administer vaccinations under the direction of their respective medical director using approved protocols; and,

WHEREAS, the Broward County Health Department will maintain control and ownership of the vaccines and will provide the supply necessary to meet the expected demand at each respective city,

NOW, THEREFORE, in consideration of the mutual covenants herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

I. RECITALS

The Parties mutually agree that the foregoing Whereas clauses are true and correct and are incorporated by reference.

II. PURPOSE

To make available required vaccinations to be administered to school age children in Broward County in a timely fashion prior to the commencement of the 2012-2013 school year.

III. LEGAL AUTHORITY

- a. Sections 381.0011, Florida Statutes, Duties and Powers of the Department of Health.

IV. DEFINITIONS

- a. Administration, Administer or Vaccinator – the obtaining and giving of single doses of vaccine by a legally authorized person to a patient. Sec. 465.003(1), Florida Statutes.
- b. CDC – Centers for Disease Control and Prevention.
- c. FloridaSHOTSTM – the centralized online immunization registry described at Sec. 381.003(1)(e), Florida Statutes and Rule 64D-3.046(6)-(8), Florida Administrative Code.
- d. PPE – Personal Protective Equipment.

- e. Vaccine(s) –Varicella, Hib, MMR, PCV13, DTaP, Hepatitis B, Polio and Td/Tdap.
- f. POD- Point of Dispensing.
- g. VIS- Vaccination Information Statement.

V. INTENDED BENEFICIARIES. NO PRIVATE RIGHT CREATED.

This Memorandum of Agreement is binding on the parties, their heirs-at-law, and their assigns and successors in interest as evidenced by their signatures and lawful executions below, and does not create or confer any right or benefit on any other person or party, private or public. Nothing in this Memorandum of Agreement is intended to restrict the authority of either signatory to act as provided by law or regulation, or to restrict any agency from enforcing any laws within its authority or jurisdiction.

VI. BCHD RESPONSIBILITIES

- a. Shall provide Public Health experts to ENTITY, as needed, to resolve technical questions either by telephone or onsite as applicable.
- b. Shall control the vaccines required to be administered to school age children and shall make available to the paramedic vaccinators through their respective cities vaccines based upon anticipated demand, necessary vaccination supplies, PPE, VIS and other forms as recommended by the CDC. Should vaccine product options be offered by the CDC, the BCHD shall in its sole discretion select the appropriate option.
- c. Shall schedule vaccination sites in collaboration with the ENTITY and will advertise their locations, dates and times of operation. Nothing precludes the ENTITY from advertising locations and times of operation.
- d. Shall provide ENTITY with support staff as BCHD deems appropriate to work with assigned ENTITY vaccinators and staff at the identified sites.
- e. Shall provide training to ENTITY POD staff as required.
- f. Shall jointly determine the number of vaccination stations required at the PODs based upon the availability of BCHD staff, ENTITY staff and volunteers, all of whom must be qualified and appropriately licensed.
- g. Shall provide, store and distribute the vaccines to the ENTITY consistent with the storage and handling requirements set forth by the federal government and/or the manufacturer including compliance with cold chain requirements. If the ENTITY has the ability to store and handle the requirements set forth by the federal government and/or the manufacturer including compliance with cold chain requirements the BCHD may, in its discretion, permit the ENTITY to maintain control, store and administer the vaccines.
- h. BCHD has the sole discretion to decline vaccines to any individual or ENTITY with or without cause associated with the administration of the vaccine.

VII. ENTITY RESPONSIBILITIES

- a. Shall provide structures that can serve as Points of Dispensing (PODs).
- b. Shall provide an administrative area within the POD to process both incoming and outgoing recipients of the vaccine(s).
- c. Shall provide an electrical supply source sufficient to operate and to store the vaccine and necessary vaccination supplies consistent with the storage and handling requirements set forth by the federal government and/or the manufacturer including compliance with cold chain requirements at or within the POD site.
- d. Shall not deny services to any person based upon their place of residence.

- e. Shall not charge recipients, health insurance plans, or other third party payers for the vaccine, the syringes or the needles as these are provided at no cost.
- f. Shall not sell or use, outside the direction of the BCHD, the vaccine, syringes or needles.
- g. Shall provide electric service sufficient to operate vaccination stations for each site within ENTITY's jurisdiction.
- h. Shall provide a sufficient number of law enforcement officers, security staff, or other necessary personnel to assure the orderly processing of people seeking the vaccine prior to the opening of the POD and during and subsequent to the closing of the POD as deemed appropriate by the ENTITY.

VIII. INDEMNIFICATION

Each party who is a state agency or subdivision, as defined in Section 768.28, Florida Statutes, agrees to be fully responsible only to the extent provided by Section 768.28, Florida Statutes, for its negligent acts or omissions or tortious acts of its own employees, agents or principals which result in claims or suits against the other party (parties), and agrees to be liable for any damages proximately caused by said acts or omissions or torts. Nothing herein shall be construed as consent by a state agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of this Memorandum of Agreement. No state agency or subdivision indemnifies any other party or person beyond the extent permitted under the law, no matter what the circumstances. Nothing herein shall be construed as a waiver by any party of any rights or limits to liability existing under Section 768.28, Florida Statutes.

IX. INSURANCE

Each Party, to the extent applicable, shall maintain at its sole expense ordinary property and liability insurance.

X. WAIVER

No failure of any party to enforce any term hereof shall be deemed to be a waiver.

XI. DISPUTE RESOLUTION

Any dispute arising from this Memorandum of Agreement is to be resolved according to Florida law. Such disputes may be resolved only in the courts of the Seventeenth Judicial Circuit of Florida or the Southern District Federal Court. In any such legal action, venue lies in Broward County, Florida.

XII. TERMINATION AT WILL

This Memorandum of Agreement may be terminated by either Party upon no less than five (5) days written notice to the other Party, without cause, unless a lesser time is mutually agreed upon in writing by both Parties.

XIII. MODIFICATION

Modification of provisions of this Memorandum of Agreement shall only be valid when they have been reduced to writing and duly signed by both parties.

XIV. TERM

The term of this Agreement is for one (1) year from the stated effective date unless extended by mutual agreement of the parties.

XV. STATUS OF PARTIES

The Parties expressly intend that as to this Memorandum of Agreement, the Parties shall be independent contractors, have no relationship other than the one created by this Memorandum of Agreement, and shall not receive any benefits other than those expressly provided herein. Further, the Parties expressly intend that no agent, contractor, employee of one party shall be deemed to be an agent, contractor or employee of the other Party.

XVI. NOTICE

When any of the parties desire to give notice to the other, such notice must be in writing, sent by Certified U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified or in person with proof of delivery. The place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving notice:

For BCHD:

Paula M. Thaqi, MD, MPH
Director
780 SW 24th Street
Fort Lauderdale, Florida 33315

For Entity:

XVII. CONSTRUCTION

This Memorandum of Agreement shall be construed as if it were jointly prepared by both parties and there shall be no presumption that any ambiguity in this Agreement shall be taken, interpreted, or construed against either party.

XVIII. SEVERABILITY

If any provision of this Memorandum of Agreement is determined by settlement or by judgment of a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions shall continue in full force and effect notwithstanding.

XIX. AUTHORITY

Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

XX. EXECUTION

The Parties may execute this Agreement in counterparts and by manual or facsimile signature. Each executed counterpart of this Agreement will constitute an original document, and all executed counterparts, together, will constitute the same Agreement.

IN WITNESS THEREOF the Parties hereto have caused this 5 page Memorandum of Agreement to be executed by their duly authorized officials.

For Broward County Health Department:

For Entity:

Paula M. Thaqi, MD, MPH
Director
780 SW 24th Street
Fort Lauderdale, Florida 33315

Title: _____
Address: _____

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