

**VACCINATION SITE AGREEMENT (COVID-19)
FOR CLOSED POINT OF ADMINISTRATION
BETWEEN
STATE OF FLORIDA, DEPARTMENT OF HEALTH
CHARLOTTE COUNTY HEALTH DEPARTMENT
AND
CHARLOTTE COUNTY, FLORIDA**

This Vaccination Site Agreement for a Closed Point of Administration (“Agreement”) is made and entered into by the State of Florida, Department of Health, Charlotte County Health Department, hereinafter referred to as the “Health Department”, and Charlotte County, a political subdivision of the State of Florida, hereinafter referred to as the “Organization.” Health Department and Organization are jointly referred to as the “parties.”

RECITALS

WHEREAS, the Health Department is responsible for conducting programs for the prevention and control of communicable diseases and vaccine-preventable diseases, pursuant to section 381.003, Florida Statutes (“F.S.”); and

WHEREAS, the Health Department seeks to collaborate with the Organization to enhance its ability to respond to a public health incident, public health threat, or other significant public health emergency; and

WHEREAS, the State Surgeon General and State Health Officer has determined that Coronavirus Disease 2019 (COVID-19) is a threat to public health in Florida and issued a Declaration of Public Health Emergency on March 1, 2020; and

WHEREAS, the parties want to coordinate their collective efforts in providing greater public access to COVID-19 vaccinations to prevent the occurrence and spread of communicable diseases, including COVID-19.

NOW, THEREFORE, in consideration of the foregoing, the parties agree as follows:

TERMS

I. Purpose:

- A. The purpose of this Agreement is to set forth guidance for the designation of the Organization as a Vaccination Site location servicing the Identified Population during a public health incident, public health threat, or other significant public health emergency.
- B. This Agreement outlines the scope of work between the Organization and the Health Department and is aimed at improving community public health preparedness and response in Charlotte County.

II. Scope:

- A. The provisions of this Agreement apply to activities to be performed resulting from the implementation of Health Department emergency response plans.

- B. No provisions of this Agreement limit the activities of the Health Department in performing its local and state functions.

III. Definitions:

- A. Administration/Administering/Administer: Obtaining, preparing, and administering a COVID-19 vaccination to a patient by a legally authorized person.
- B. Identified Population: Clients, employees, contractors, essential personnel, residents, and family members of the Organization who would receive COVID-19 vaccinations. May also include members of the general public once the Organization has completed services to its Identified Population.
- C. Organization: Cooperating business, government, faith-based or secular organization.
- D. Vaccination Site: Location for administering COVID-19 vaccinations to individuals pursuant to a public health emergency; established to serve the Identified Population of the Organization.
- E. Vaccination Supplies: Vaccine and medical supplies to administer the vaccine.

IV. Health Department Responsibilities:

- A. Provide the Organization with COVID-19 vaccination supplies, to the extent available, and guidance for the storage, recordkeeping, and transportation of the vaccination supplies. This includes transfer of vaccination supplies to the Organization's custody and control from the Health Department.
- B. Provide policies and procedures for administering the COVID-19 vaccination, which shall be attached as Exhibit A to this Agreement.
- C. Provide a point of contact at the Health Department who may provide training to the Organization's staff on an as-needed basis.
- D. Provide additional COVID-19 vaccination supplies if the Organization will administer vaccinations to the general public once the Organization has completed services to its Identified Population.

V. Organization Responsibilities:

- A. Develop and maintain a plan for vaccinating its Identified Population and attach the plan as Exhibit A to this Agreement. Provide the Health Department with a copy of the plan, and to the extent possible, the number of individuals in the Identified Population who would receive COVID-19 vaccinations at the Vaccination Site.
- B. Identify primary and secondary contacts at the Organization for notifications and receipt of vaccination supplies. Contact information may be updated as needed without amending this Agreement. Each party reserves the right to change its Point of Contact without written notification but must notify the other party within 30 days after such a change.

- C. Ensure that a medical dispensing or administering professional (physician or supervised professional operating under appropriate medical protocols, pharmacist, APRN, PA, dentist, podiatrist, or other medical professional authorized to dispense or administer at the time of the event) is on-site to oversee all vaccinations, including the proper handling and storage of vaccination supplies.
- D. Provide to the Health Department the name and point of contact information of the individual who is expected to fill the medical license requirement listed above and advise the Health Department when this information changes.
- E. Utilize vaccination supplies and related materials from by the Health Department to provide COVID-19 vaccinations to the Organization's Identified Population.
- F. Collect completed client registration forms for individuals undergoing vaccinations and maintain an inventory of supplies received and/or administered.
- G. Ensure that no fee of any kind is charged to the Identified Population for any function associated with vaccination activities. This provision excludes fees associated with customary Charlotte County government functions such as Fire and EMS services.
- H. Return any unused COVID-19 vaccination supplies to the Health Department and account for all COVID-19 vaccinations administered.
- I. Contact the Health Department if additional vaccination supplies are required.
- J. Notify the Health Department representative whether the Organization intends to offer COVID-19 vaccinations to the general public once the Organization has completed services to its Identified Population. Seek and receive approval from the Health Department before proceeding.

VI. Financial Obligations of the Parties:

- A. Both parties are responsible for their own costs in performing their obligations under this Agreement.
- B. Designation or utilization of the Organization as a Vaccinations Site will not result in reimbursable transactions or costs between the Organization and the Health Department.
- C. In the event of dispute under this Agreement, both parties are responsible for their own attorney's fees and costs.

VII. Conditions, Amendments, and Termination:

- A. The parties agree that this Agreement is effective upon signature of both parties and will continue in effect for a period of five years, unless terminated earlier by the parties. Both parties agree to review this Agreement during the period, as needed.
- B. Requests for information, confidentiality. This Agreement is governed for public records purposes by Chapter 119, F.S. Additional federal laws may apply. Where federal law forms a basis to prevent disclosure of the terms of this Agreement, the parties agree that neither will disclose the nature of this effort and the terms of this agreement to any person

or entity, except as may be necessary to fulfill its mission and statutory and regulatory responsibilities. The parties agree to notify one another before releasing materials or information relating to this Agreement pursuant to federal or state freedom of information act statutes or similar provisions in law.

- C. Information Security: The Organization must maintain confidentiality of all data, files, and records including client records related to the services provided pursuant to this Agreement and will comply with state and federal laws, including, but not limited to, sections 384.29, 381.004, 392.65 and 456.057, F.S. Procedures must be implemented by the Organization to ensure the protection and confidentiality of all confidential matters. The Organization must also comply with any applicable professional standards of practice with respect to client confidentiality.
- D. The Health Department is a State Agency or Subdivision and is self-insured through the State of Florida Risk Management Trust Fund, established pursuant to section 284.30, F.S., and administered by the Florida Department of Financial Services. The Health Department certifies that it maintains, and agrees to continue to maintain during the term of this Agreement, general and professional liability protection coverage through the Risk Management Trust Fund, and certifies that this protection extends to the Health Department, its officers, employees, and agents, and covers statutory liability exposure to the limitations described in Section 768.28, F.S.
- E. The Organization warrants it has and will maintain throughout the term of this Agreement sufficient general and professional liability insurance for the provision of its services under the Agreement. The Health Department reserves the right to request a copy of the insurance for review.
- F. Any provision of the Agreement later found to be in conflict with Federal law or regulation, or invalidated by a court of competent jurisdiction, will be considered inoperable or superseded by that law or regulation. Any provision found inoperable is severable from this Agreement, and the remainder of the Agreement will remain in full force and effect.
- G. The parties agree that the terms of this Agreement may be revised at any time only by formal written agreement, executed by both parties herein.
- H. Either party may terminate this Agreement at any time by giving the other party written notice at least 60 days prior to the intended termination date.
- I. The parties expressly agree that no relationship of employer/employee, principal agent, lessee/lessor, or other association shall be created by this Agreement between the parties or their directors, officers, agents, or employees. The parties agree that they will never incur any obligations on the part of the other party.
- J. This Agreement is non-exclusive. Thus, the parties reserve the right to enter into similar agreements of understandings with other parties.
- K. Inspector General: To the extent applicable, both parties acknowledge and understand their duty to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to section 20.055(5), F.S.

VIII. No Private Right Created:

THIS DOCUMENT IS AN INTERNAL AGREEMENT BETWEEN THE STATE OF FLORIDA AND THE ORGANIZATION AND DOES NOT CREATE OR CONFER ANY RIGHT OR BENEFIT ON ANY OTHER PERSON OR PARTY, PRIVATE OR PUBLIC. NOTHING IN THIS 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.

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed by their undersigned officials as duly authorized.

HEALTH DEPARTMENT

ORGANIZATION

Name:
Title:
Date: _____

Name: William G. Truex
Title:
Date: December 8, 2020

Exhibit A – Demographic and Contact Information

A. Address of Vaccination Site

B. Vaccination Site Demographic Information

Identified Population:

Estimated adult population to receive vaccination: _____

C. Vaccination Site Contact Information:

Primary Contact

Name:

Mailing Address:

Office Phone:

Mobile Phone:

Email:

Secondary Contact

Name:

Mailing Address:

Office Phone:

Mobile Phone:

Email:

D. Vaccination Site representative authorized to accept Health Department vaccination supplies:

Primary Contact

Name:

Mailing Address:

Office Phone:

Mobile Phone:

Email:

Secondary Contact

Name:

Mailing Address:

Office Phone:

Mobile Phone:

Email:

E. Health Department Contacts:

Primary Contact

Name:

Mailing Address:

Office Phone:
Mobile Phone:
Email:

Secondary Contact

Name:
Mailing Address:
Office Phone:
Mobile Phone:
Email: