

**VACCINE ADMINISTRATION  
MEMORANDUM OF AGREEMENT  
BETWEEN THE  
FLORIDA DEPARTMENT OF HEALTH  
AND**

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This Vaccine Administration Memorandum of Agreement (“MOA”) is made and entered into by the Florida Department of Health, hereinafter referred to as the “Health Department”, and \_\_\_\_\_ hereinafter referred to as the “Healthcare Provider,” jointly referred to as the “parties.”

**RECITALS**

**WHEREAS**, the Health Department is responsible to conduct 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 State Surgeon General and State Health Officer has determined that Hepatitis A is a threat to public health in Florida and issued a Declaration of Public Health Emergency on August 1, 2019; and

**WHEREAS**, the Health Department seeks the assistance of Healthcare Providers, for the administration of Hepatitis A Virus vaccine in Florida; and

**WHEREAS**, pursuant to section 499.003(48)(b)2., Florida Statutes, and Rule 61N-1.011, of the Florida Administrative Code, Health Care Entities authorized to purchase prescription drugs, such as the Healthcare Provider, may partner with the Health Department to receive vaccines and administer immunizations to more effectively carry out health care tasks that are consistent with the public health; and

**WHEREAS**, the Healthcare Provider has agreed to partner with the Health Department to administer immunizations.

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

**TERMS**

**I. Purpose:**

The purpose of this MOA is to improve community public health preparedness and response during a public health incident, public health threat, or other significant public health emergency in Florida. This MOA is intended to support the administration of Hepatitis A Virus (“HAV”) vaccine by Healthcare Providers.

## **II. Scope:**

- A. The provisions of this MOA apply to activities to be performed to support community-based vaccination programs at the direction of the Health Department.
- B. No provisions of this MOA limit the activities of the Health Department in performing its local and state functions.

## **III. Definitions:**

- A. Administration/Administering/Administer – Obtaining, preparing, and giving a single dose of the HAV vaccine by a legally authorized person to a patient.
- B. Florida SHOTS – Centralized online immunization registry, as described in section 381.003(1)(e), F.S. and Rule 64D-3.046, Florida Administrative Code (F.A.C.).
- C. Health Care Entity – A closed pharmacy or any person, organization, or business entity that provides diagnostic, medical, surgical, or dental treatment or care, or chronic or rehabilitative care, but does not include any wholesale distributor or retail pharmacy licensed under state law to deal in prescription drugs. However, a blood establishment is a health care entity that may engage in the wholesale distribution of prescription drugs under section 499.01(2)(h)1.c., F.S.
- D. Health Care Practitioner – Any person licensed under Chapters 458, 459, 464, Florida Statutes, and permitted to administer the HAV vaccine under state law.
- E. Medical Director – The official licensed health care practitioner who signs this agreement and is authorized to administer vaccines under state law. This individual will be held accountable for the compliance of the Healthcare Provider with the terms of this agreement.

## **IV. Health Department Responsibilities:**

- A. Provide the vaccine and guidance for the storage, recordkeeping, and transportation of the vaccine. This includes transfer of vaccines to the Medical Director's custody and control from a permitted DOH facility.
- B. Provide the HAV Vaccine Information Sheet, as prepared by the Centers for Disease Control and Prevention ("CDC"), for dissemination by the Healthcare Provider to all who are vaccinated.
- C. Provide a means of documenting the administration of vaccine, consistent with the Florida SHOTS registry and Health Department policies and procedures.

## **V. Healthcare Provider Responsibilities:**

- A. Receive, store, and transport the vaccine in accordance with the guidance of the Health Department.
- B. The Medical Director or designated licensed health care practitioner must provide direction and oversight to other licensed health care practitioners within the Healthcare Provider's practice to provide vaccination services.
- C. Assess each client's need for the vaccine by using a screening questionnaire supplied by the Health Department. The screening questionnaire will assist the health care practitioner to assess each client's health status, allergies, and reactions to previous immunizations.
- D. Provide a current HAV Vaccine Information Statement to each client before vaccination, and answer questions about the benefits and risks of vaccination. Obtain an informed consent from each client or their parent or guardian, as applicable.
- E. Administer the HAV vaccine to each client using the correct routes, sites, and doses according to established Health Department Immunization Practice recommendations.
- F. Document immunization actions using the prescribed method by the Health Department, consistent with the Florida SHOTS registry.
- G. Follow the Health Department's established courtesy standard, which states: "Treat customers, the public and staff with courtesy, respect and dignity and present a positive public image."

## **VI. Terms and Conditions:**

### **A. Laws**

Both parties agree to abide by all local, state and federal laws.

### **B. Information Security and Confidentiality**

The Healthcare Provider must maintain confidentiality of all data, files, and records including client records related to the services provided pursuant to this MOA and will comply with state and federal laws, including, but not limited to, sections 381.004, 384.29, 392.65 and 456.057, F.S. Procedures must be implemented by the Healthcare Provider to ensure the protection and confidentiality of all confidential information and records. The Medical Director must also comply with any applicable professional standards of practice with respect to client confidentiality.

### **C. Indemnification and Insurance**

Each party who is a state agency or subdivision, as defined in section 768.28, F.S., agrees to be fully responsible only to the extent provided by section 768.28, F.S., for the 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. Each Party, at its expense, shall maintain ordinary property and liability insurance to the extent authorized by law. Nothing herein is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of this MOA. No state agency or subdivision indemnifies any other party or person.

### **D. Amendment**

This MOA contains all the terms and conditions agreed upon by the parties. There are no provisions, terms, conditions, or obligations other than those contained herein. This MOA may be amended at any time in writing and signed by both parties.

### **E. Effective Date, Term, Termination**

This MOA shall become effective upon the signature of both parties and remain in effect until otherwise agreed to by the parties. This MOA may be terminated by either party without cause upon no less than 30 days written notice to the other party, unless a lesser time is mutually agreed upon in writing by both parties. Notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery.

### **F. Independent Parties**

The parties expressly agree that no relationship of employer/employee, principal agent, lessee/lessor, or other association shall be created by this MOA 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.

### **G. 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.

**H. Financial Obligations**

Both parties agree to be responsible for their own costs associated with performing its respective obligations under this MOA. In the event of a dispute under this MOA, both parties are responsible for their own attorney fees and costs. Venue for any legal action arising from this MOA will be in the county of the Health Department.

**I. Authority to Bind Principals**

The persons executing this MOA on behalf of their respective agency parties hereby represent and warrant that they have the right, power, legal capacity, and appropriate authority to enter into this MOA on behalf of the agency for which they sign.

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

**HEALTH DEPARTMENT**

**MEDICAL DIRECTOR FOR  
HEALTHCARE PROVIDER**

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\_\_\_\_\_

Name:  
Title:  
Date: \_\_\_\_\_

Name:  
Title:  
Date: \_\_\_\_\_