

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 12/30/2020

Contract/Lease Control #: C21-3043-PS

Procurement#: NA

Contract/Lease Type: AGREEMENT

Award To/Lessee: OKALOOSA COUNTY HEALTH DEPARTMENT

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 12/29/2020

Expiration Date: INDEFINITE

Description of: PARAMEDICINE VACCINATION AGREEMENT (COVID-19)

Department: PS

Department Monitor: MADDOX

Monitor's Telephone #: 850-651-7150

Monitor's FAX # or E-mail: PMADDOX@MYOKALOOSA.COM

Closed:

Cc: BCC RECORDS

DeRita Mason

From: Parsons, Kerry <KParsons@ngn-tally.com>
Sent: Monday, December 28, 2020 1:25 PM
To: Lynn Hoshihara; Patrick Maddox
Cc: DeRita Mason; Darrel Welborn
Subject: RE: Okaloosa DOH Agreement with Okaloosa County for the Paramedicine Vaccination

They accepted all of our changes. This is approved for legal purposes.
Kerry

Kerry A. Parsons, Esq.

**Nabors
Giblin &
Nickerson**

1500 Mahan Dr. Ste. 200
Tallahassee, FL 32308
T. (850) 224-4070
Kparsons@ngn-tally.com

The information contained in this e-mail message is intended for the personal and confidential use of the recipient(s) named above. This message and its attachments may be an attorney-client communication and, as such, is privileged and confidential. If the reader of this message is not the intended recipient or an agent responsible for delivering it to the intended recipient, you are hereby notified that you have received this document in error and that any review, dissemination, distribution, or copying of this message is strictly prohibited. If you have received this communication in error, please notify us immediately by telephone or e-mail and delete the original message. Thank you!

From: Lynn Hoshihara <lhoshihara@myokaloosa.com>
Sent: Monday, December 28, 2020 2:20 PM
To: Parsons, Kerry <KParsons@ngn-tally.com>
Subject: Fwd: Okaloosa DOH Agreement with Okaloosa County for the Paramedicine Vaccination

Please review. Thanks.

Begin forwarded message:

From: Darrel Welborn <dwelborn@myokaloosa.com>
Date: December 28, 2020 at 2:17:59 PM EST
To: DeRita Mason <dmason@myokaloosa.com>, Lynn Hoshihara <lhoshihara@myokaloosa.com>
Subject: FW: Okaloosa DOH Agreement with Okaloosa County for the Paramedicine Vaccination

Good Morning Lynn,

Attached is the completed MOU with the Health Department references vaccination

From: Scott, Katie E <Katie.Scott@flhealth.gov>
Sent: Monday, December 28, 2020 8:19 AM

CONTRACT#: C21-3043-PS
OKALOOSA COUNTY HEALTH DEPT
PARAMEDICINE VACCINATION AGREEMENT
COVID-19
EXPIRES: INDEFINITE

**PARAMEDICINE VACCINATION AGREEMENT (COVID-19)
BETWEEN THE
STATE OF FLORIDA, DEPARTMENT OF HEALTH
OKALOOSA COUNTY HEALTH DEPARTMENT
AND
OKALOOSA COUNTY, FLORIDA**

This Paramedicine Vaccination Agreement ("Agreement") is made and entered into by the State of Florida, Department of Health, Okaloosa County Health Department, hereinafter referred to as the "Health Department", and Okaloosa County, a political subdivision of the State of Florida, hereinafter referred to as the "County," 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 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 Health Department seeks the assistance of Okaloosa County through its EMS division for the administration of COVID-19 vaccinations in Okaloosa County; and

WHEREAS, pursuant to section 401.272, F.S., paramedics may partner with the Health Department to perform health promotion and wellness activities in a nonemergency environment under direction from the EMS Medical Director, to more effectively carry out health care tasks that are consistent with the public health; and

WHEREAS, the County has agreed to partner with the Health Department to administer COVID-19 vaccinations under the direction of its Medical Director.

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

TERMS

I. Purpose:

The purpose of this Agreement is to improve community public health preparedness and response during a public health incident, public health threat, or other significant public health emergency in Okaloosa County. This Agreement is intended to support the administration of COVID-19 vaccinations by Okaloosa County.

II. Scope:

- A. The provisions of this Agreement apply to activities to be performed to support community-based COVID-19 vaccinations at the direction of the Health Department.
- 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 single COVID-19 vaccination by a legally authorized person to a patient.

IV. Health Department Responsibilities:

- A. Provide the COVID-19 vaccinations and guidance for the storage, recordkeeping, and transportation of the vaccinations. This includes transfer of vaccination kits to the EMS medical director's custody and control from the Health Department.
- B. Provide protocols, policies and procedures for administering the COVID-19 vaccination.
- C. Provide training to Okaloosa EMS paramedics ("paramedics") regarding the administration of the COVID-19 vaccination.
- D. Provide a means of documenting the administration of the COVID-19 vaccination, consistent with Health Department policies and procedures.
- E. Provide registered nurses and other staff for consultation and to answer vaccination and related questions as needed.
- F. Maintain all records and conduct any epidemiological investigation and monitoring for identified COVID-19 Persons Under Investigation and COVID-19 cases resulting from the execution of this Agreement.

V. Okaloosa County Responsibilities:

- A. Receive, store and transport the COVID-19 vaccinations in accordance with the guidance of the Health Department for daily operations. Health Department will receive and store the COVID-19 vaccinations for the overall operation and between operational periods.
- B. Provide direction and oversight to paramedics providing vaccination services through the Okaloosa EMS, pursuant to requirements of section 401.272
- C. Assign qualified paramedics to administer the COVID-19 vaccination. Ensure that paramedics comply with the protocols and procedures established and approved by the County through the Medical Director.
- D. Ensure that the paramedics maintain the confidentiality of all data, files, and records related to the services provided pursuant to this Agreement and shall comply with state and federal laws. The paramedics must also comply with any applicable professional standards of practice with respect to patient confidentiality.
- E. Obtain an informed consent from each patient or their parent or guardian, as applicable.
- F. Administer the COVID-19 vaccination to each patient using the correct administration procedure, according to established Health Department recommendations and established Okaloosa County protocol.

- G. Document vaccinations using the prescribed method by the Health Department.
- H. 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."
- I. Consult with the Health Department on any questions that may require more in-depth COVID-19 knowledge or problem solving.

VI. Terms and Conditions:

A. Laws

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

B. Information Security and Confidentiality

Okaloosa County must maintain confidentiality of all data, files, and records including patient 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 Okaloosa County to ensure the protection and confidentiality of all confidential information and records. The County must also comply with any applicable professional standards of practice with respect to patient confidentiality.

C. Liability and Insurance

Each party who is a state agency or subdivision of the state, 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). 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 Agreement. No state agency or subdivision of the state indemnifies any other party or person.

D. Amendment

This Agreement 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 Agreement may be amended at any time in writing and signed by both parties.

E. Effective Date, Term, Termination

This Agreement shall become effective upon the signature of both parties and remain in effect until otherwise agreed to by the parties. This Agreement 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 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.

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 Agreement. In the event of a dispute under this Agreement, both parties are responsible for their own attorney fees and costs. Venue for any legal action arising from this Agreement will be in the county of the Health Department.

I. Authority to Bind Principals

The persons executing this Agreement 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 Agreement on behalf of the agency for which they sign.

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

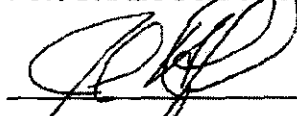
HEALTH DEPARTMENT

Elizabeth Smith

Name: Elizabeth Smith
Title: Interim Director, FDOH
In Okaloosa County

Date: 12/23/2020

**COUNTY ADMINISTRATOR
FOR OKALOOSA COUNTY**



Name: John Hofstad
Title: County Manager

Date: 12/29/20