

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 10/18/2019

Contract/Lease Control #: C20-2877-PS

Procurement#: NA

Contract/Lease Type: AGREEMENT

Award To/Lessee: OKALOOSA COUNTY HEALTH DEPARTMENT

Owner/Lessor: OKALOOSA COUNTY EMS MEDICAL DIRECTOR

Effective Date: 10/15/2019

Expiration Date: INDEFINITE

Description of Contract/Lease: PARAMEDICINE VACCINE ADMINISTRATION AGREEMENT

Department: PS

Department Monitor: KISELA

Monitor's Telephone #: 850-651-7180

Monitor's FAX # or E-mail: GKISELA@M6OKALOOSA.COM

Closed:

Cc: Finance Department Contracts & Grants Office

**PROCUREMENT/CONTRACT/LEASE
INTERNAL COORDINATION SHEET**

Procurement/Contract/Lease Number: N/A Tracking Number: 3058-19
Procurement/Contractor/Lessee Name: Okaloosa Co. Health Dept Grant Funded: YES ___ NO X
Purpose: paramedical vaccine Administration
Date/Term: indefinite 1. GREATER THAN \$100,000
Amount: N/A 2. GREATER THAN \$50,000
Department: PS 3. \$50,000 OR LESS
Dept. Monitor Name: Vaughn / Kisely

Purchasing Review

Procurement or Contract/Lease requirements are met:

White Man Date: 9-26-19
Purchasing Director or designee Jeff Hyde, DeRita Mason, Jessica Darr

2CFR Compliance Review (if required)

Approved as written: no federal part Grant Name: _____
_____ Date: _____
Grants Coordinator Danielle Garcia

Risk Management Review

Approved as written: see email attached
_____ Date: 9-27-19
Risk Manager or designee

County Attorney Review

Approved as written: see email attached
_____ Date: 9-28-19
County Attorney Gregory T. Stewart, Lynn Hoshihara, Kerry Parsons or Designee

Following Okaloosa County approval:

Clerk Finance

Document has been received:
_____ Date: _____
Finance Manager or designee

DeRita Mason

From: Karen Donaldson
Sent: Friday, September 27, 2019 10:51 AM
To: DeRita Mason
Subject: RE: Clean DRAFT Paramedicine Agreement - Hep A - 4.24 2019 IMT Review.docx

DeRita

This is approved by risk management for insurance purposes. There is no insurance component to the agreement.

Thank you

Karen Donaldson

Karen Donaldson
Public Records and Contracts Specialist
Okaloosa County Risk Management
5479-B Old Bethel Rd.
Crestview, Fl. 32536
850.683.6207
KDonaldson@myokaloosa.com



Please note: Due to Florida's very broad public records laws, most written communications to or from county employees regarding county business are public records, available to the public and media upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public disclosure.

From: DeRita Mason <dmason@myokaloosa.com>
Sent: Thursday, September 26, 2019 2:11 PM
To: Parsons, Kerry <KParsons@ngn-tally.com>; Lynn Hoshihara <lhoshihara@myokaloosa.com>
Cc: Karen Donaldson <kdonaldson@myokaloosa.com>
Subject: FW: Clean DRAFT Paramedicine Agreement - Hep A - 4.24 2019 IMT Review.docx

Please review and approve the attached.

Thank you,

DeRita

DeRita Mason

From: Parsons, Kerry <KParsons@ngn-tally.com>
Sent: Saturday, September 28, 2019 3:27 PM
To: DeRita Mason
Cc: Karen Donaldson; Lynn Hoshihara
Subject: RE: Clean DRAFT Paramedicine Agreement - Hep A - 4.24 2019 IMT Review.docx

This is approved for legal purposes.

Kerry A. Parsons, Esq.

**Nabors
Giblin &
Nickerson**
ATTORNEYS AT LAW

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

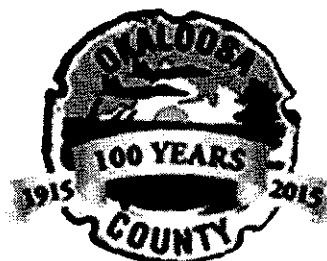
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From: DeRita Mason <dmason@myokaloosa.com>
Sent: Thursday, September 26, 2019 3:11 PM
To: Parsons, Kerry <KParsons@ngn-tally.com>; Lynn Hoshihara <lhoshihara@myokaloosa.com>
Cc: Karen Donaldson <kdonaldson@myokaloosa.com>
Subject: FW: Clean DRAFT Paramedicine Agreement - Hep A - 4.24 2019 IMT Review.docx

Please review and approve the attached.

Thank you,

DeRita



DeRita Mason
Contracts and Lease Coordinator
Okaloosa County Purchasing Department
5479A Old Bethel Road
Crestview, Florida 32536
(850) 689-5960
dmason@myokaloosa.com

**PARAMEDICINE VACCINE ADMINISTRATION
MEMORANDUM OF AGREEMENT
BETWEEN THE
FLORIDA DEPARTMENT OF HEALTH
Okaloosa COUNTY HEALTH DEPARTMENT
AND
Okaloosa County EMS MEDICAL DIRECTOR**

This Memorandum of Agreement ("MOA") is made and entered into by the Florida Department of Health, Okaloosa County Health Department, hereinafter referred to as the "Health Department", and the Medical Director for Okaloosa County EMS hereinafter referred to as the "Medical Director," 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, pursuant to section 401.272, F.S., paramedics may partner with the Health Department to administer immunizations in a nonemergency environment under direction from their Medical Director, to more effectively carry out health care tasks that are consistent with the public health; and

WHEREAS, the Okaloosa County EMS paramedics have agreed to partner with the Health Department to administer immunizations 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 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 Okaloosa County. This MOA is intended to support the administration of Vaccinations by Okaloosa County EMS paramedics.

II. Scope:

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

- 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.).

IV. Health Department Responsibilities:

- A. Provide, transport, and refrigerate the HAV vaccine.
- B. Provide protocols, policies and procedures for administering the HAV vaccine, which is attached as Exhibit A, to this MOA.
- C. Provide training to Okaloosa County EMS paramedics (“paramedics”) regarding the administration of the HAV vaccine, dosage, and adverse reactions to the vaccine.
- D. Provide the HAV Vaccine Information Sheet, as prepared by the Centers for Disease Control and Prevention (“CDC”), for dissemination by the paramedics to all who are vaccinated.
- E. Provide a means of documenting the administration of vaccine, consistent with the Florida SHOTS registry and Health Department policies and procedures.
- F. Provide registered nurses and other staff for consultation and to answer vaccine and related questions as needed.
- G. Schedule vaccination sites and advertise the locations and times of operation.

V. Medical Director Responsibilities:

- A. Provide direction and oversight to paramedics providing vaccination services through the Okaloosa County EMS, pursuant to requirements of section 401.272, F.S.
- B. Provide the Health Department with a signed and completed form DH 1256, verifying vaccine administration training and experience of the Okaloosa County EMS paramedics. The completed forms must be maintained at the service location of the licensee and made available to the Health Department upon request.

- C. Assign such qualified paramedics to administer the HAV vaccine. Ensure that paramedics comply with the protocols and procedures established and approved by 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 MOA and shall comply with state and federal laws. The paramedics must also comply with any applicable professional standards of practice with respect to client confidentiality.
- E. Assess each client's need for the vaccine by using a screening questionnaire supplied by the Health Department. The screening questionnaire will assist the paramedics to assess each client's health status, allergies, and reactions to previous immunizations.
- F. Administer the HAV vaccine to each client using the correct routes, sites, and doses according to established Health Department Immunization Practice recommendations.
- G. Document immunization actions on the immunization card and in the Florida SHOTS or other approved form.
- 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. Refer to the Health Department on any questions that may require more in-depth immunization 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

The Medical Director 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 384.29, 381.004, 392.65 and 456.057, F.S. Procedures must be implemented by the Medical Director 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 its 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.

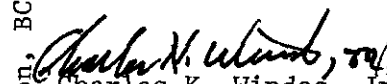
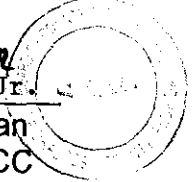
IN WITNESS THEREOF, the parties hereto have caused this MOA to be executed by their undersigned officials as duly authorized.

HEALTH DEPARTMENT

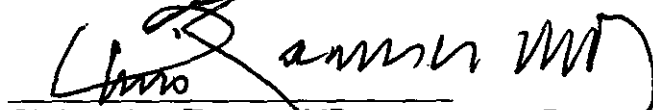

Karen A. Chapman, MD, MPH
Health Director
Okaloosa County DOH
Date: 10/1/2019

ML Carson, BCC Records

**Okaloosa County BOCC
Chairman**


Charles K. Windes, Jr.

~~Kelly Windes~~, Chairman
Okaloosa County BOCC
Date:

**Okaloosa County Emergency Medical Services
Medical Director**


Christopher Tanner, MD
Medical Director
Date: 10/4/19