

**PARAMEDICINE VACCINATION AGREEMENT (COVID-19)  
BETWEEN THE  
STATE OF FLORIDA, DEPARTMENT OF HEALTH  
MIAMI-DADE COUNTY HEALTH DEPARTMENT  
AND  
CORAL GABLES FIRE RESCUE DEPARTMENT MEDICAL DIRECTOR  
MOA-13117**

This Paramedicine Vaccination Agreement ("Agreement") is made and entered into by the State of Florida, Department of Health, Miami-Dade County Health Department, hereinafter referred to as the "Health Department", and the Medical Director for Coral Gables Fire Rescue Department, 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**, 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 Coral Gables Fire Rescue Department for the administration of COVID-19 vaccinations in Miami-Dade 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 their Medical Director, to more effectively carry out health care tasks that are consistent with the public health; and

**WHEREAS**, the Coral Gables Fire Rescue Department paramedics have 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 Miami-Dade County. This Agreement is intended to support the administration of COVID-19 vaccinations by Coral Gables Fire Rescue Department paramedics.

**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 Coral Gables Fire Rescue Department's 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. Medical Director Responsibilities:**

- A. Receive, store and transport the COVID-19 vaccinations in accordance with the guidance of the Health Department.
- B. Provide direction and oversight to paramedics providing vaccination services through the Coral Gables Fire Rescue Department, pursuant to requirements of section 401.272, F.S.
- C. Assign qualified paramedics to administer the COVID-19 vaccination. 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 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.
- 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**

The Medical Director 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 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 patient confidentiality.

### **C. Liability 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 Agreement. No state agency or subdivision 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 4 page Agreement to be executed by their undersigned officials as duly authorized.

**CORAL GABLES FIRE RESCUE  
DEPARTMENT**

**STATE OF FLORIDA, DEPARTMENT OF  
HEALTH IN MIAMI-DADE COUNTY**

  
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Frederick M. Keroff, MD, FACEP  
EMS Medical Director

  
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Yesenia Villalta, APRN, DNP, MSN  
Administrator

Date: December 14, 2020

Date: December 15, 2020

FEID/ Tax ID: 85-881 262 1549C-5