

## **Memorandum of Agreement**

Between State of Florida, Florida Department of Health, Indian River Health Department ("the Department") and the Indian River County Emergency Services District ("the District").

### **PARTIES**

This memorandum of agreement addresses the collaborative efforts of the Department and the District.

### **PURPOSE**

The purpose of this agreement is to provide routine healthcare services to employees of the District. These services will be provided by the Department at an agreeable time and place suitable to both parties.

#### **Department agrees to:**

1. Provide covered services reference in the applicable product attachment (ATTACHMENT I) to Fire Rescue employees with the same degree of care and skill as customarily provided, within the scope of the Department employees' license and in accordance with generally accepted standards of Department practice and regulatory requirements.
2. Invoice the District for services provided to its employees in accordance with the Department Compensation Fee Schedule (ATTACHMENT II). The brand name and prices for vaccines and testing services are subject to change based on the maker of the vaccine and availability of the brand names in stock.
3. Submit an invoice to the District within fifteen (15) days following the month of service.

#### **District agrees to:**

1. Implement a relationship with the Department for the Fire Rescue employee's vaccination program under direction of the County's Medical Director.
2. Process physician's orders and assist in setting up blood draws and vaccination appointments with the Department
3. Recognize and abide by Health Insurance Privacy and Accountability Act (HIPAA) Regulations and Florida Department of Health Information Security Policies (DOHP 50-10.1-16).
4. Keep all appointments except in case of an emergency and will attempt to notify the Department of cancellations at least 24 hours prior to the appointment.
5. Will have all required documentation needed for employees:
  - a. Authority for Evaluation and Treatment - Initiation of Service
  - b. Health and Medication History (if necessary).
  - c. Notice of Privacy Practice Acknowledgment Form

6. Reimburse the Department no later than 30 days following receipt of the invoice. Attach a copy of the invoice to the check and mail to: Florida Department of Health in Indian River County, Account Receivable, (1900 27<sup>th</sup> Street, Vero Beach, FL 32960).

**Joint Responsibilities:**

- a. All patients medical record and forms shall be treated as confidential, so as to comply with all federal, state and local laws and the Department's rules and regulations.
- b. All activities under this Agreement shall be conducted in compliance with Title VI of the Civil Rights Act of 1964. No party shall, for reasons of race, color, religious creed, sex, handicap, national origin or political belief, be subject to discrimination.
- c. Both parties can collaborate and cooperate in their efforts toward improving access and educating patients regarding the need for immunizations in a safe and timely manner within their jurisdiction.
- d. A joint planning and information session shall be scheduled at least once annually.

**CONFIDENTIALITY**

Both parties will follow applicable professional standards of practice and relevant state and federal law with respect to client confidentiality in a manner consistent with the requirements of Department of Health Information Security Policies, Protocols and Procedures, as amended.

The District accepts the full responsibility of ensuring that all Fire Rescue employees, agents and subcontractors with data access maintain the confidentiality of data and prevent release to third parties. The District shall notify the Department in writing within one (1) business day after discovery of any use access, acquisition or disclosure of data not provided for by this agreement.

**INDEMNIFICATION**

Each party to this Agreement shall be responsible for all personal injury and property damage attributable to the negligent acts or omissions of that party and its officials and employees arising out of, or resulting from, the party's negligent performance under this Agreement to the extent provided in F.S. 768.28. No provision in this Agreement shall be construed as a waiver of Sovereign Immunity by either party.

**TERM**

The initial term of this agreement is for one year and will automatically renew each year, for no more than three years, unless either party choose to make any amendments. This Agreement shall become effective upon the date of its execution by both parties.

**TERMINATION**

This agreement may be terminated by either party no less than 120 days' notice without cause, unless a lesser time is mutually agreed upon by both parties. Termination with cause (breach of agreement) may result in a lesser time, determined by both parties. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery.

**BREACH**

Any failure by the District to abide by the terms of this agreement constitutes a breach and may result in the Department obtaining any remedy authorized by law including, but not limited to, specific performance and cancellation or rescission of the agreement.

**COMPLETE AGREEMENT**

The terms and conditions set forth in this agreement constitute all of the terms and conditions to which the parties have agreed, and no other terms or conditions shall be valid or binding on either party, unless reduced to writing, executed by both parties, and attached to this data use agreement as an amendment.

**AMENDMENTS**

This agreement may not be amended without prior written approval of both parties to the agreement.

**CHOICE OF LAW AND VENUE**

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. With respect to any action arising out of this Agreement, the parties accept the exclusive jurisdiction of the state courts in Florida and agree that venue shall lie exclusively in Indian River County, Florida.

**SOVEREIGN IMMUNITY**

Nothing herein shall be construed to be a waiver of sovereign immunity by the 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 any contract.

**INDEPENDENT CONTRACTOR**

No relationship of employer/employee, principal/agent, 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 act or represent that they are acting as an agent of the other or incur any obligations on the part of the other party.

**NOTICES**

All mailed notices required or desired to be made by either party to this agreement shall be sent by certified mail, return receipt requested, to the following respective addresses: Indian River County Emergency Services District 4225 43<sup>rd</sup> Ave, Vero Beach, FL 32967 and Florida Department of Health – Indian River 1900 27<sup>th</sup> Street Vero Beach, FL 32960.

**IN WITNESS THEREOF**, the parties hereto have caused this agreement to be executed by their undersigned officials as duly authorized on the dates stated below.

EMERGENCY SERVICES DISTRICT  
INDIAN RIVER COUNTY (District)

By: \_\_\_\_\_  
Peter O'Bryan, Chairman

Date Approved: \_\_\_\_\_

**Approved:**

By: \_\_\_\_\_  
Jason E. Brown, County Administrator

**ATTEST:** Jeffrey R. Smith, Clerk of Courts,  
and Comptroller

By: \_\_\_\_\_  
Deputy Clerk

INDIAN RIVER COUNTY HEALTH DEPARTMENT  
(Department)

By: \_\_\_\_\_  
Miranda Swanson, MPH

Date Approved: \_\_\_\_\_

**Approved as to form and legal sufficiency:**

\_\_\_\_\_  
Dylan Reingold, County Attorney

ATTACHMENT I	-	Provider Covered Services
ATTACHMENT II	-	Provider Fee Schedule
DOHP 50-10.1-16	-	Information Security and Privacy Policy

## **ATTACHMENT I**

### **Provider Covered Services**

This attachment identifies all services covered under this agreement. The District agrees to participate in the services selected below that are offered by the Department. Services are rendered by a qualify license professional.

#### **- Immunizations**

- ☐ Hepatitis A Vaccine
- ☐ Hepatitis B Vaccine
- ☐ Tdap Vaccine (Tetanus, Diphtheria, and Pertussis)
- ☐ TD Vaccine (Tetanus and Diphtheria)
- ☐ COVID 19 Vaccine

#### **- Laboratory Testing**

- ☐ Hepatitis Titer

## ATTACHMENT II

### Florida Department of Health in Indian River County

#### Immunization Schedule

Vaccine Name	Description	CPT Code	ICD10	FEE
Havrix / Vaqta	Hepatitis A vaccine, adult dosage, intramuscular use	90632	Z23	\$57.73
Engerix-B / Recombivax HB	Hepatitis B vaccine, adult dosage, intramuscular use	90746	Z23	\$60.92
Twinrix	Hepatitis A and B vaccine, adult dosage, intramuscular use	90636	Z23	\$99.22
Adacel (TDAP)	Tetanus, Diphtheria Toxoids and Acellular Pertussis vaccine	90715	Z23	\$58.33
Pfizer- BioNTech	COVID -19 vaccine, adult dosage, intramuscular	91300	Z23	\$0.00
Moderna	COVID-19 vaccine, Adult dosage, intramuscular	91301	Z23	\$0.00

\*Vaccines may be from a variety of manufacturers depending on availability

***Disclaimer: Immunization fees are set at cost. Price may vary if pharmaceutical fees change.***