

MEMORANDUM OF UNDERSTANDING
REGARDING COVID-19 VACCINE ADMINISTRATION

This Memorandum of Understanding (MOU”) is between

_____ (Hospital”)
and the New York State Department of Health (DOH”), collectively (the Parties”).

WHEREAS, New York state has adopted and published the New York State COVID-19 Vaccination Program (Vaccination Program,” attached hereto as Appendix A), the purpose of which is to ensure the distribution and administration of a safe and effective COVID-19 vaccine to all residents of the Empire State who wish to receive it;

WHEREAS, in anticipation of limited doses of vaccine initially available, coupled with current knowledge of COVID-19, morbidity and mortality, public health concerns, and the need to maintain essential services, one of New York s prioritization strategies for vaccine distribution is to ensure early vaccination of the most vulnerable New Yorkers as well as essential frontline workers;

WHEREAS, the Parties recognize the paramount importance of adhering to the State s vaccine distribution, planning and delivery requirements and the principles set forth by the State including the prioritization and phasing of vaccine distribution; as is further set forth in the Vaccination Program and will be more specifically delineated for the facilities storing vaccine on behalf of the state as further detailed herein;

WHEREAS, Hospital has received or will receive a quantity of COVID-19 vaccine and wishes to memorialize its commitment to the principles set forth, recognizing that the State may be required to alter or adjust priorities for initial vaccination and, as more is learned about COVID-19 and the several vaccines that have been or are being developed, its allocation may change or prioritization may change;

NOW, THEREFORE, the Parties agree as follows:

(A) Adherence to Vaccination Program. Hospital recognizes that its initial selection as a distribution site is predicated upon its ability to safely store the vaccine on behalf of the State, and Hospital is not at liberty to utilize the vaccine unless and until it is directed to administer it by DOH at a later date, which may involve allocation or re-distribution of vaccine initially delivered to such site, and which may be further informed by DOH’s Vaccination Program, vaccine prioritization matrix, or other specific directives. Hospital acknowledges and understands that any distributions received by Hospital may be reallocated to other facilities or locations solely at the discretion of DOH.

(B) Confidentiality. Hospital agrees that in order to assure the safety and security of vaccine and recipient it will not disclose any information regarding any distributions received, including but not limited to any quantities received, or destinations of any reallocated vaccine unless otherwise

required by law, or to the extent necessary to communicate to designated personnel to carry out Hospital's responsibilities and directives of the DOH under the Vaccination Program, or as may otherwise be required by DOH.

(C) Adherence to State and federal law. In administering COVID-19 vaccine, Hospital shall adhere to all New York State and federal law governing such vaccine administration.

(D) Adherence to Emergency Use Authorizations (EUAs). In administering COVID-19 vaccine, Hospital agrees it shall adhere to the terms of the existing provider agreement with the CDC, which mandates compliance with all current EUAs issued by the U.S. Department of Health and Human Services.

(E) Amendment. The parties hereto may amend this MOU only by an instrument in writing signed by all parties hereto.

(F) Term. This MOU shall be effective as of December 4, 2020, as the initial date by which Hospital could have been notified service as a delivery site, and shall continue for the duration of the COVID-19 emergency.

(G) Entire Agreement. This MOU constitutes the entire agreement and understanding between DOH and Hospital, and no representations or promises have been made that are not fully set forth herein.

(H) Violations. Any violation of the terms of this agreement may result in Hospital facing penalties under any law, rule or regulation of DOH.

(I) Counterparts Permitted. This MOU may be executed in one or more counterparts, each of which will be deemed an original and all of which taken together will constitute one and the same instrument. Either party may execute this MOU by facsimile signature and the other party will be entitled to rely on such facsimile signature as conclusive evidence that this MOU has been duly executed by such party

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Understanding to be executed by their duly authorized representatives as of the date set forth below.

Approved by:

**NEW YORK STATE
DEPARTMENT OF
HEALTH**

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

APPENDIX A – COVID-19 VACCINATION PROGRAM