

Meeting Date: October 13, 2009

Agenda Item 1

REQUESTED COMMISSION ACTION:

Consent       Ordinance       Resolution       Consideration       Workshop

SHORT TITLE      A resolution approving & authorizing the proper City officials to execute a memorandum of agreement for immunizations by paramedics between Broward County Health Department and the City of Pompano Beach.

OR MOTION: \_\_\_\_\_

**Summary of Purpose and Why:**

A resolution approving & authorizing the proper City officials to execute a memorandum of agreement for immunizations by paramedics between Broward County Health Department and the City of Pompano Beach.

This memorandum of agreement is necessary in order for Pompano Beach paramedics to provide immunizations for employees and the public if deemed necessary (e.g. H1N1 flu vaccination).

- (1) Origin of request for this action: Staff
- (2) Primary staff contact: Harry L. Small, Fire Chief      954 786-4510
- (3) Expiration of contract, if applicable: N/A
- (4) Fiscal impact and source of funding: None at this time.

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE OR ATTACHED MEMO NUMBER
Fire Administration	09/23/2009	<i>approved</i>	<i>[Signature]</i>
Budget	9/24/09	<i>Approved</i>	<i>[Signature]</i>
Finance	9/23/09	<i>approval</i>	<i>[Signature]</i>
City Attorney	09/22/2009	PER MEMO	COMMUNICATION #2009-2075

- Advisory Board
- Planning and Growth Management Director
- Risk Manager
- City Manager *-Interim*

E. B. ... 9/23/09  
[Signature]

ACTION TAKEN BY COMMISSION:

Ordinance	Resolution	Consideration	Workshop
1st Reading	1st Reading	Results:	Results:
2nd Reading			

RESOLUTION NO. 2010-\_\_\_\_\_

**CITY OF POMPANO BEACH**  
**Broward County, Florida**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A MEMORANDUM OF AGREEMENT FOR IMMUNIZATION BY PARAMEDICS BETWEEN BROWARD COUNTY HEALTH DEPARTMENT AND THE CITY OF POMPANO BEACH; PROVIDING AN EFFECTIVE DATE.**

**BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA:**

**SECTION 1.** That an Agreement between the Broward County Health Department and the City of Pompano Beach, a copy of which Agreement is attached hereto and incorporated by reference as if set forth in full, is hereby approved.

**SECTION 2.** That the proper City officials are hereby authorized to execute said Agreement between the Broward County Health Department and the City of Pompano Beach.

**SECTION 3.** This Resolution shall become effective upon passage.

**PASSED AND ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

\_\_\_\_\_  
**LAMAR FISHER, MAYOR**

**ATTEST:**

\_\_\_\_\_  
**MARY L. CHAMBERS, CITY CLERK**

GBL/jrm  
9/22/09  
l:reso/2010-343

MEMORANDUM OF AGREEMENT FOR IMMUNIZATION BY PARAMEDICS

MEMORANDUM OF AGREEMENT  
BETWEEN  
BROWARD COUNTY HEALTH DEPARTMENT  
AND

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This Agreement made and entered into by and between the Broward County Health Department (hereinafter referred to as the "BCHD") and ~~POMERANO BEACH~~ (hereinafter referred to as the "PROVIDER") is for the administration of vaccines (hereinafter "vaccine"), as approved by the Broward County Health Department to the members of the public.

WHEREAS, pursuant to Section 401.272, Florida Statutes, paramedics may administer immunizations in a nonemergency environment, within the scope of their training, and under the direction of a medical director;

WHEREAS, the PROVIDER employs or contracts with a physician qualified pursuant to rule 64J - 1.004, Florida Administrative Code, to be its Medical Director; and

WHEREAS, the Medical Director verifies and documents that paramedics have sufficient training and experience to administer vaccinations.

WHEREFORE, IN CONSIDERATION of the mutual terms, conditions, promises, and covenants hereinafter set forth, the parties agree as follows:

ARTICLE I  
BCHD RESPONSIBILITIES

- (1) Advise the PROVIDER of BCHD's protocol for the administration of immunizations.
- (2) The BCHD Executive Medical Director shall review the PROVIDER's Medical Director's written Operating Procedures regarding all aspects of the handling of vaccines.
- (3) Provide copies of all forms, immunization records, and other materials necessary in order for the PROVIDER to successfully administer the vaccination program consistent with the terms set forth herein and all applicable laws, regulations and policies.
- (4) Provide information and education regarding vaccine administration, vaccine storage, handling, and appropriate references to all applicable employees.
- (5) Provide instruction and assistance, upon request, subject to availability of Broward County Health Department staff, to ensure PROVIDER enters all information about the administration of the vaccine into the SHOTS program database.

ARTICLE II  
PROVIDER RESPONSIBILITIES

- (1) Assure that individuals administering the vaccine are licensed with the Department of Professional Regulation and have no infractions against their license.

Memorandum of Agreement

- (2) Maintain an up to date list of all employees who have completed the required training.
- (3) Ensure that the Medical Director is a Florida licensed Medical Doctor (M.D.) or a Doctor of Osteopathic Medicine (D.O.). The Medical Director's name is: MICHAEL FARRELL, MD and his/her license number is: ME 41222.
- (4) The Medical Director shall create, authorize and ensure adherence to detailed written Operating Procedures regarding all aspects of the handling of vaccines.
- (5) The Medical Director shall verify that each paramedic authorized to administer immunizations has completed training consistent with that of other staff giving immunizations in the BCHD as required by the BCHD Medical Director on a BCHD form, a copy of which is attached as Exhibit A and titled "Authorization, Agreement and Certification of Training". Completed forms must be maintained at PROVIDER'S location and made available to BCHD on request.
- (6) Store and handle the vaccine in accordance with the package insert provided with the vaccine in compliance with cold chain requirements.
- (7) Provide a current Vaccine Information Statement to each individual before vaccination, and answer questions about the benefits and risks of vaccination, including different indications for live versus inactivated vaccines.
- (8) Cooperate with the BCHD to ensure proper recording in any required database. Data shall include the name of the patient and completion of all other relevant data fields.
- (9) Report moderate and severe adverse events following vaccination to the Vaccine Adverse Event Reporting System (1-800-822-7967, <http://vaers.hhs.gov/contact.htm>).
- (10) PROVIDER must report to Ethel Edwards, Assistant Nursing Director, Immunizations, at (954) 467-4947 or [ethel\\_edwards@doh.state.fl.us](mailto:ethel_edwards@doh.state.fl.us) the number of doses of vaccine that were not able to be used because the vaccine expiration date was exceeded or the vaccine was wasted for other reasons. These doses must be disposed of in accordance with state regulations for biological waste.
- (11) PROVIDER agrees to provide an immunization record card to the vaccine recipient or parent/guardian to provide a record of vaccination, to serve as an information source if a Vaccine Adverse Event Reporting System report is needed, and to serve as a reminder of the need for a second dose of vaccine (if necessary). Immunization cards will be included in each shipment of vaccine.
- (12) PROVIDER shall maintain confidentiality of all data, files, and records, including client records related to the services provided pursuant to this Agreement and shall comply with state and federal laws, including, but not limited to, Sections 384.29, 381.004, 392.65, and 456.057, Florida Statutes. Procedures must be implemented by the PROVIDER to ensure the protection and confidentiality of all confidential matters. These procedures shall be consistent with the Department of Health Information Security and Privacy Policy 2007, which is incorporated herein by reference and the receipt of which is acknowledge by the PROVIDER upon execution of this Agreement. The PROVIDER shall adhere to any

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amendments to the BCHD's security requirements provided to it during the period of this Agreement. The PROVIDER must also comply with any applicable professional standards of practice with respect to client confidentiality.

- (13) PROVIDER agrees to assess each client's need for the vaccine by using a screening questionnaire supplied by the BCHD. The screening questionnaire will assist the paramedics to assess each client's health status, allergies, and reactions to previous immunizations.
- (14) Health Insurance Portability Act of 1996 (HIPAA).
  - a. Where applicable, the parties shall comply with HIPAA as well as all regulations promulgated thereunder (45 CFR Parts 160, 162, and 164.)
  - b. Where applicable, the parties incorporate by reference the operative obligations of the respective parties specified in 45 CFR §§ 164.502(e) and 164.504 (e, f, and g, and subdivisions thereunder applicable) of HIPAA privacy regulations, only insofar as either individual party is a business associate as defined in 45 CFR §160.103 for purposes of this Agreement. This provision for HIPAA business associate obligations shall remain in effect as long as the business associate has possession of protected health information received from the other party. This HIPAA business associate provision survives termination of this Agreement.

ARTICLE III  
INDEMNIFICATION

BCHD and PROVIDER each agree to be fully responsible for its own respective acts of negligence, or its employees' and/or agents' acts of negligence when acting within the scope of their employment or agency, and BCHD and PROVIDER each respectively agree to be liable for any damages resulting from its own negligence to the extent and limits permitted by Section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by any provider to whom sovereign immunity may be applicable. Nothing herein shall be construed as consent by either party to be sued by third parties arising out of any contract.

ARTICLE IV  
RELATIONSHIP

Nothing herein shall create to be construed to create an employer-employee, agency, joint venture, or partnership relationship between the parties.

ARTICLE V  
MODIFICATION AND AMENDMENT

No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written documents prepared with the same or similar formality as this Agreement and executed by an authorized representative of both parties.

ARTICLE VI  
ALL TERMS AND CONDITIONS INCLUDED

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, and the Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties. If any term or provision of the Agreement is found to be illegal or unenforceable, the remainder of the Agreement shall remain in full force and effect and such term or provision shall be stricken.

ARTICLE VII  
TERM AND TERMINATION

- (1) The term of this Agreement shall begin on the date it is fully executed by both parties and shall continue for a period of one (1) year from that date and shall be automatically renewed for a one (1) year consecutive term unless either party requests in writing a change of the termination date of this Agreement.
- (2) This Agreement may be terminated by either party by submitting notice of such intent in writing to the individuals and addresses identified below at least 30 days in advance.

In witness thereof, the parties hereto have caused this 5 page Agreement to be executed by their undersigned officials as duly authorized.

**BROWARD COUNTY HEALTH  
DEPARTMENT**

CITY OF DOMPANO BEACH

By: \_\_\_\_\_  
 Paula M. Thaqi, MD, MPH  
 Director  
 780 SW 24<sup>th</sup> Street  
 Fort Lauderdale, Florida 33315

By: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Address: \_\_\_\_\_

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

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

STATE OF FLORIDA  
DEPARTMENT OF HEALTH  
BUREAU OF EMERGENCY MEDICAL SERVICES  
CERTIFICATION OF TRAINING

I MICHAEL FARRELL, MD, as medical director of  
POMPANO BEACH FIRE RESCUE, a Florida licensed EMS provider,  
hereby verify that the following paramedics have been trained to administer immunizations in  
accordance with the requirements of Section 401.272(2)(b), Florida Statutes and 64J-1.004(5) Florida  
Administrative Code:

Name	Certification Number
1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____
5. _____	_____
6. _____	_____
7. _____	_____

Signature \_\_\_\_\_

Florida Medical License number \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

Sworn to (or affirmed) and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_, by \_\_\_\_\_ Personally Known \_\_\_\_\_ OR  
Produced Identification \_\_\_\_\_ Type of Identification.

\_\_\_\_\_  
Signature of Notary

(Seal) My Commission Expires \_\_\_\_\_