

Memorandum of Understanding (MOU)
For use of a School or School District Setting for
Immunization of Persons [*School Children/Residents*]
Against 2009 H1N1 Influenza

WHEREAS, the [_____DISTRICT (the “District”)] possesses adequate, conveniently located space that may be used for the purpose of vaccinating a large number of persons in a short period of time;

WHEREAS, the [_____Local Health Department (the “LHD”) or Article 28 facility if applicable] is ready, willing and able to provide vaccinations to persons in the community and can make available all necessary and qualified personnel, equipment, and expertise to implement a vaccination clinic pursuant to the terms of this MOU;

WHEREAS, the District and the LHD agree to hold a school-located 2009 H1N1 influenza vaccination clinic (“SLV”) at the District’s school facilities, described in more detail below.

NOW THEREFORE this MOU is entered into between the District and the LHD to allow for the use of the District’s facilities by the LHD for a SLV.

I. Definitions

[Under this section the parties should define the terms used throughout the document, as necessary for the designated purpose of the SLV. For example, the term “facility” may be used to define what facilities/areas/schools within the District are being authorized for the use of a SLV. “Resident” and/or “student” may be used to define what persons the SLV is being arranged for. Is the SLV a student based clinic, operating during regular school hours or will it be open to the public and be held during hours when the school is not regularly opened? The parties should use this section to define the scope of the SLV.]

II. Purpose

The LHD is planning and preparing for an emergency involving the outbreak of the 2009 H1N1 novel influenza virus. During such an emergency, it may be necessary to immunize all or large numbers of persons in the community served by the District and LHD. The LHD has concluded that the District possesses facilities that are adequate to immunize large numbers of persons in a short period of time. The District agrees to make its facilities available for purposes of holding immunization clinics under the terms set out below.

III. Enactment of this MOU

The LHD and the District have decided to enter into this MOU to allow the LHD to use the district's facilities for a SLV. This agreement becomes effective when the MOU is duly executed by both parties.

IV. Obligations of the Local Health Department

- a. The LHD will provide the District with _____ days or more advance notice of the date of the SLV.
- b. The LHD will conduct immunizations *during [regularly scheduled school hours [or other hours if agreed upon]].*
- c. The LHD will comply with all applicable laws and regulations for inventorying, storing, securing, organizing, packaging, distributing, removing, dispensing and handling the medical material.
- d. The LHD will supply or arrange for all equipment, vaccine and personnel necessary to administer the vaccine and will provide any necessary blank consent forms to the District for implementation of the SLV.
- e. The LHD will supply or arrange for all equipment and personnel necessary for staffing, security, crowd control and other tasks, except as described in section V below.
- f. The LHD will be responsible for proper and lawful disposal of medical waste and disinfection at the facility following the SLV. The LHD will provide written assurance of the facility's safety for use as a school facility following its use as an SLV.
- g. All costs associated with organizing and conducting the SLV is the responsibility of the LHD.
- h. The LHD is responsible for providing, collecting and maintaining all vaccination records, including, but not limited to, vaccine information sheets, non-patient specific orders and protocols, certificates of immunizations, and consent forms. The LHD also is responsible for inputting patient information to NYSIIS and for submitting any reports of the SLV as required by law.
- i. The LHD agrees to hold harmless the District from damages related to negligence or failure on the part of the LHD, its contractors or representatives to perform a function of duty in carrying out the provisions of this MOU and shall indemnify the District against any claims arising from this MOU caused by the negligence of the LHD, its contractors or representatives.
- j. The LHD will provide insurance or self-insure for any liability incurred by the LHD pursuant to paragraph "i" of section IV of this MOU.

V. Obligations of the District

- a. The District agrees to make available the following locations on the District's premise for

a SLV [Use this section, if not clearly defined under "Facility" in I, above]:

- b. The District is responsible for allowing the use of the facility during the period of the SLV, and for providing all utilities, such as , but not necessarily limited to, gas, electric, water and telecommunications normally associated with each particular location's use as a school facility.
- c. The District will provide at least one person on-site during the period of the SLV who has access to the facility, fixtures and equipment provided by the District for the SLV.
- d. For a student-only SLV held during regular school hours, the District will take reasonable steps to make District students, parents and staff aware of when and where such SLV will be held, distribute and collect parental consent forms if possible prior to the SLV, and assign an employee to be the lead contact with District staff, parent/guardians and the LHD.

VI. Severability

In the event that any provision of this MOU shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

VII. Conditions of Termination

- a. Either party may terminate this MOU without cause upon delivery of prior written notice to the other party at least thirty days before the effective date of such withdrawal.
- b. Either party may immediately terminate upon written notice to the other party if circumstances arise that make it impossible for the terminating party to carry out its responsibilities under this MOU.

VIII. General Terms and Conditions

- a. This MOU becomes effective when signed by an authorized District representative and the *County Commissioner of Health/County Public Health Director*.
- b. This MOU represents the complete agreement between the parties regarding the use of the District's facilities for a SLV and may only be amended in writing signed by both parties.
- c. This agreement is effective for the period _____ through and including _____.
- d. The parties shall comply with all applicable federal and state laws and regulations in the performance of their responsibilities under this MOU.
- e. Any notice, request, demand or other communication required to be given or made in connection with this MOU shall be (a) in writing, (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii) overnight delivery via a nationally recognized courier service, and (c) effective upon receipt.

IX. SLV Contacts

The Parties agree to appoint the following individuals as direct contacts for the SLV as designated below:

Name of District Contact: _____

District Contact Phone : _____

Name of Local Health Department Contact: _____

Local Health Department Contact Phone: _____

X. Authority

The persons executing this MOU on behalf of their respective entity hereby represent and warrant that they have the power, right and legal capacity and appropriate authority to enter into this MOU on behalf of the entity for which they sign.

District Representative: _____

Type Name Here _____

Address: _____

County Commissioner of Health/ County/Public Health

Director: _____

Type Name Here

Address: _____
