

**MEMORANDUM OF UNDERSTANDING
REGARDING COVID-19 VACCINE ADMINISTRATION**

This Memorandum of Understanding (“MOU”) is between the New York State Department of Health (“DOH”) and _____, which is a (insert authorized provider type) _____ (“Authorized Vaccine Provider”), 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 B), 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, Authorized Vaccine Provider 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.** Authorized Vaccine Provider 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 Authorized Vaccine Provider 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. Authorized Vaccine Provider acknowledges and understands that any distributions received by Authorized Vaccine Provider may be reallocated to other facilities or locations solely at the discretion of DOH.

(B) **Adherence to State and federal law.** In administering COVID-19 vaccine, Authorized Vaccine Provider shall adhere to all New York State and federal law governing such vaccine administration.

(C) Adherence to Emergency Use Authorizations (EUAs). In administering COVID-19 vaccine, Authorized Vaccine Provider 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.

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

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

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

(G) Violations. Any violation of the terms of this agreement, or any false or fraudulent report made to DOH or any public servant, may result in Authorized Vaccine Provider facing civil penalties under any law, rule or regulation, including but not limited to suspension or revocation of licensure or operating certificate, and may include also referral to any appropriate law enforcement entity.

(H) 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:

Must be signed by Authorized Vaccine Provider's Chief Executive Officer (CEO), Chief Operating Officer (CEO), Executive Director or person deemed by DOH to have equivalent authority.

Signed: _____

Title: _____

Date: _____

**NEW YORK STATE
DEPARTMENT OF HEALTH**

Signed: _____

Title: _____

Date: _____

APPENDIX A – COVID-19 VACCINATION PROGRAM