

MEMORANDUM OF UNDERSTANDING
REGARDING COVID-19 VACCINE ADMINISTRATION

This Memorandum of Understanding (“MOU”) is between the New York State Department of Health (“DOH”) and **NAME of FACILITY** which is a residential health care facility or nursing home licensed pursuant to Article 28 of the Public Health Law (“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 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, 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 or eligibility may change;

WHEREAS, the Parties further acknowledge that execution of this memorandum of understanding is a condition of participation in the COVID-19 Vaccine Administration program;

NOW, THEREFORE, the Parties agree as follows:

(A) Adherence to Vaccination Program. Authorized Vaccine Provider recognizes that its continued access to COVID-19 vaccine is predicated upon its ability to safely store and/or administer the vaccine on behalf of the State, and Authorized Vaccine Provider is not at liberty to utilize the vaccine except as directed by DOH, but which may involve allocation or re-distribution of vaccine initially delivered to any site, and which direction may be further modified by DOH’s Vaccination Program, vaccine prioritization and eligibility 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 Allocation and Eligibility Guidelines. Authorized Vaccine Provider agrees to adhere to all New York State and DOH guidelines concerning the allocation, eligibility criteria and administration of the COVID-19 vaccine. Authorized Vaccine Provider

shall only administer COVID-19 vaccine to individuals who meet the eligibility guidelines established by New York State and DOH, which is available at <https://covid19vaccine.health.ny.gov/phased-distribution-vaccine>, but may be further updated by guidance issued by DOH, and shall take all steps necessary to ensure that no COVID-19 vaccine is misallocated or administered to individuals outside of such eligibility guidelines, or wasted or discarded. Every entity who administers such vaccine must have sufficient eligible recipients on standby to receive such vaccine if there are no show or additional doses determined during administration. If you have additional vaccine at risk of discard contact DOH immediately. No entity administering COVID-19 vaccine may reallocate vaccine without express permission of DOH. Your facility may be directed by DOH to prioritize vaccinating one or more particular eligible groups of vaccine recipients according to specific guidance, which will be available at: <https://coronavirus.health.ny.gov/covid-19-vaccine-information-providers>.

(C) Allocation to Other Authorized Vaccine Providers. To the extent Authorized Vaccine Provider is permitted to allocate or distribute COVID-19 vaccine to other entities, pursuant to an agreement with DOH or the federal Centers for Disease Control and Prevention (“CDC”), such allocations or distributions shall be strictly limited to entities that have executed this Memoranda of Understanding, or any equivalent agreements, with DOH. No COVID-19 vaccine may be distributed or allocated without the express permission of DOH.

(D) 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.

(E) 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.

(F) Applicability. Authorized Vaccine Provider shall list the facility’s address and contact information in Appendix B (“Authorized Location”) for the location that will administer vaccine. Authorized Vaccine Provider shall immediately inform all appropriate staff at the Authorized Location in writing of the terms and conditions of this MOU and shall ensure strict compliance therewith. In the event that an Authorized Location fails to comply with the terms of this MOU, Authorized Vaccine Provider shall be subject to any applicable penalties associated with Section I of this MOU for any such noncompliance of affiliated retail locations. Authorized Vaccine Provider shall not accept, store, distribute or administer COVID-19 vaccine at any other location without the prior written authorization of DOH.

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

(H) Term. This MOU shall be effective as of the date of receipt of the initial distribution from the CDC and shall continue for the duration of the COVID-19 emergency.

(I) 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.

(J) 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 penalties established under Executive Order 202.88, suspension of Authorized Vaccine Provider's participation in the COVID-19 Vaccination Program, a reduction in the Authorized Vaccine Providers' allocation of COVID-19 vaccine, or suspension or revocation of licensure or operating certificate, and may also include referral to any appropriate law enforcement entity.

(K) Contact Information. Authorized Vaccine Provider agrees to provide a contact number which will be answered outside of normal business hours. This should be the cell phone number of each contact provided, unless such person is available by phoning an office line that is answered 24/7.

(L) 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 (COO), Executive Director or person
deemed by DOH to have equivalent authority.*

Signed: _____

Printed Name: _____

Title: _____

Date: _____

**NEW YORK STATE
DEPARTMENT OF HEALTH**

Signed: _____

Title: _____

Date: _____

APPENDIX A – COVID-19 VACCINATION PROGRAM

Available by clicking [here](#)

APPENDIX B

Authorized Vaccine Provider (Facility Name): Facility Name

Parent Organization Name: Parent Org Name (often the same as above)

Location ID: (generated by NYSIIS or CIR during enrollment)

Location PIN	Location Name	Location Address	24-hour Contact Name	24-hour Contact #
PIN	Facility Name	Facility Street Address, City, NY, zip		