

**Memorandum of Agreement (“MOA”)
Between MaineGeneral Medical Center (MGMC)
And**

(Name of School/School District)

This is a Memorandum of Agreement between MaineGeneral Medical Center and the above school/school district (“School”), to establish a cooperative relationship for conducting Seasonal Influenza Immunization Clinics (“Clinic”) on School premises from the date of execution of this agreement through June 30, 20___. The parties agree to work cooperatively to provide publicly-funded quadrivalent flu vaccine containing trivalent vaccine containing an A/California/7/2009-like (2009 H1N1) virus, an A/Texas/50/2012-like (H3N2) virus, and a B/Massachusetts/2/2012-like (B/Yamagata lineage) virus. The quadrivalent vaccine contains a B/Brisbane/60/2008-like (B/Victoria lineage) virus (1). The vaccine will be available to school children, including home-schooled children, between the ages of 6 months and 19 years on the School Premises.

NOW, THEREFORE, the parties hereto mutually agree as follows:

I. This MOA shall remain in effect from the date of signature through June 30, 20___. This MOA may be extended by mutual written agreement of both parties.

II. **RESPONSIBILITIES OF THE SCHOOL** During the term of this MOA, School shall:

- Request a Clinic only when School has ten (10) or more signed permission forms.
- Designate and provide staff that will assume responsibility for the Clinic in partnership with MGMC. School will provide a list of designated staff and their roles in the Clinic to MGMC at least five (5) working days prior to each scheduled Clinic
- Actively participate in Clinic planning meetings which will encompass:
 - Determination of the best location for the Clinic at School;
 - Development of a floor plan for the Clinic;
 - Managing flow of students at the clinic so to maximize MGMC clinic staff time on site;
 - Scheduling dates for Clinics; and
 - Using a variety of communication modes to promote the clinic dates with parents/guardians
- Provide designated staff to verify the identity of each student using two identifiers.
- Be responsible for collecting the signed parental or legal representative informed consents from the students and providing them to MGMC clinic staff a week before the scheduled clinic.
- Assist with Clinic setup, as needed.
- Provide a suitable location for each scheduled Clinic.

III. **RESPONSIBILITIES OF MGMC** During the term of this MOA, MGMC shall:

- Maintain valid status as a Maine Immunization Program (MIP) vaccine provider by following the requirements outlined in their Provider Agreement approved by the Federal Centers for Disease Control and Prevention and make available upon request.
- Order vaccine from the MIP on behalf of School at least ten (10) working days prior to each scheduled Clinic.
- Maintain adequate space to receive and store the vaccine shipments on MGMC premises, separately from other State-supplied or privately purchased vaccine.
- Provide adequate devices for vaccine transportation.
- Provide instructions for vaccine handling at the Clinic site.

- Arrange for the proper handling of unused vaccine.
- Provide proper handling of the vaccine at MGMC and the Clinic site.
- Provide Clinic coordination staff, nursing staff to administer the vaccines and medical oversight for each scheduled Clinic.
- Store the flu vaccine received for School Clinics separately from other State-supplied or privately purchased vaccine.
- Assure disposal of sharps and biohazards after each Clinic is completed.
- Maintain records of all vaccinations provided to students of School.
- Provide documentation of vaccine administration to the MIP program as needed for reimbursement and other program purposes.
- Provide each student that receives a vaccine, an immunization record card.
- Bill any appropriate third party payor for a flu vaccine administered under this MOA.

IV. CONFIDENTIALITY: The School and MGMC agree to comply with all laws, rules, and regulations as they may be amended from time to time applicable to this MOA including, but not limited to, the Health Insurance Portability and Accountability Act of 1996 and the related regulations (“HIPAA”) in the course of performing their respective obligations under this MOA.

V. GOVERNING LAW: This MOA shall be construed in accordance with the laws of the State of Maine.

VI. AMENDMENT: This Agreement may not be amended or changed orally, but only by a written agreement signed by both Parties.

VII. INDEMNIFICATION: School and MGMC shall defend, indemnify, and hold each other harmless from and against all claims, suits, liability, loss, and expense, including reasonable attorney’s fees, collection expenses, costs, and omissions of the indemnifying party, its agents, or employees, in the performance of its obligations under this MOA. This provision shall survive termination of the MOA. School and MGMC will promptly notify each other upon receipt of any claim of legal action arising out of activities conducted pursuant to the services provided at the Clinics.

VIII. INDEPENDENT CAPACITY: The parties to this MOA are independent contractors each making a defined and separate contribution. Nothing in this MOA will be construed to create a partnership, joint venture, agency, or employment relationship between the parties.

IX. LIABILITY INSURANCE During the term of this MOA, MGMC shall maintain professional liability insurance for its personnel for all services rendered pursuant to this MOA. MGMC shall provide to School a current certificate of insurance upon request. MGMC shall provide School with not less than 30 days’ written notice prior to the cancellation or expiration of such insurance coverage.

Facility Name: MaineGeneral Medical Center

Medical Provider Signature: _____ Date: _____

School Unit Number/School Name: _____

Superintendent Signature: _____ Date: _____