



MEMORANDUM OF AGREEMENT

FIRST PARTY **Northern Kentucky Independent District Health Department**
8001 Veterans Memorial Drive
Florence, KY 41042

SECOND PARTY **Newport Independent Schools**
30 West 8th Street
Newport, Kentucky 41071

I. INTRODUCTION

This memorandum of agreement (MOA) sets forth the mutual understanding of the Parties and the terms and conditions established to provide vaccinations at **Newport Independent Schools** to prevent community spread of COVID-19 illness. This MOA is effective **April 17, 2021**, until it is determined by any Party that it is no longer needed. The purpose of this MOA is to confirm that no Party hereto shall have any financial obligation to the other resulting from or relating to this MOA and each Party reserves its rights, defenses and claims of immunity belonging or available to them in the defense of any claim by a third party for losses arising from an injury suffered and relating to receiving a vaccine on the premises of **Newport Independent Schools**.

II. GENERAL PROVISIONS

The Health Department is working collaboratively with community partners to provide COVID-19 vaccinations. **The Newport Independent Schools** has agreed to provide space for the Health Department to administer COVID-19 vaccinations and associated operations.

The First Party (Health Department) agrees to:

1. Provide staff and/or trained volunteers to conduct vaccination services during times it determines to operate.

2. Provide all supplies for vaccinations, resources, and educational materials.
3. Per request, provide documentation of general liability insurance.
4. Communicate as is necessary with the other Party contacts.

The Second Party (**Newport Independent Schools**) agrees to:

1. Provide appropriate private space to conduct vaccinations and related operations.
2. Promote this community service as appropriate.
3. While the Health Department is conducting services, provide facility assistance as necessary.
4. Communicate as is necessary with the other Party contacts.

Vaccinations will be conducted on days and times agreed upon between appropriate involved Parties. All Parties agree to abide by the rules and regulations regarding the confidentiality of personal medical records as mandated by the Health Insurance Portability and Accountability Act (42 USC 1320d) and set forth in federal regulations at 45 CFR Parts 160 and 164.

All Parties agree to maintain their own general and professional liability insurance and to each be responsible for defending any claims asserted against their respective entity and personnel while holding the other Parties harmless from any financial obligation that arguably could be owed to the other resulting from or relating to this MOA. Upon request, the Parties will provide a certificate of insurance evidencing their declarations of insurance coverages then in effect to any other Party.

III. LIABILITY IMMUNITY UNDER THE PUBLIC READINESS AND EMERGENCY PREPAREDNESS (PREP) ACT FOR MEDICAL COUNTERMEASURES AND OTHER AFFIRMATIVE DEFENSES

Pursuant to the federal Public Readiness and Emergency Preparedness Act (PREP Act), the Secretary of the Department of Health and Human Services has made a declaration on February 4, 2020, pursuant to section 319F-3 of the Public Health Service Act (Public Law 109-148, Division C, Section 2), to provide liability immunity for activities related to medical countermeasures against COVID-19, except for claims involving “willful misconduct” as defined in the PREP Act. Vaccination is one such countermeasure.

The PREP Act was enacted on December 30, 2005, as [Public Law 109-148](#), Division C, Section 2. It amended the Public Health Service Act, adding Section 319F-3, which addresses liability immunity, and Section 319F-4, which creates a compensation program. These sections are codified at [42 U.S.C. 247d-6d](#) and [42 U.S.C. 247d-6e](#), respectively.¹ (See Endnote for link).

Generally, the PREP Act provides immunity against certain liability claims that are determined by a court of competent jurisdiction to be within the intended scope of the Act.

Under this MOA, each Party reserves the right to assert affirmative defenses of statutory immunity under the PREP Act and/or absolute and qualified immunity under state law in any action where a Party or its agents is named as a defendant or third party defendant for its participation in this MOA or arising from an injury suffered and relating to receiving a vaccine. Participation in this MOA and agreeing to insure against losses for which a Party may be liable to a third party is not a waiver by any Party of any rights, defenses or claims of immunity belonging or available to them in the defense of any legal claim.

Each Party has had opportunity to review this MOA with legal counsel of their choosing and is not relying on representations made by other Parties about the applicability of immunity protections under either federal or state law.

IV. TERMINATION OF AGREEMENT

Any Party to this MOA shall have the right to terminate it at any time upon seven (7) days written notice to the other Parties.

FIRST PARTY:

Lynne M. Saddler, MD, MPH
(SIGNATURE OF AUTHORIZED AGENT)

4/14/21
(DATE SIGNED)

Lynne M. Saddler, MD, MPH, District Director of Health
Northern Kentucky Independent District Health Department

SECOND PARTY:

(SIGNATURE OF AUTHORIZED AGENT)

(DATE SIGNED)

Ramona Malone
Chair
Newport Independent Schools

¹ Source: <https://www.federalregister.gov/documents/2020/03/17/2020-05484/declaration-under-the-public-readiness-and-emergency-preparedness-act-for-medical-countermeasures>