

**MEMORANDUM OF UNDERSTANDING
BETWEEN
California Government Operations Agency
and
the County of Santa Clara**

The California Government Operations Agency (Agency) and the County of Santa Clara (County) hereinafter referred to singularly as “the Party” and collectively as “the Participants,” in an effort to provide for the vaccination of Californians in order to mitigate the continued spread of COVID-19, have reached the following understanding, and agree as follows:

**SECTION 1
Objective**

The purpose of this Memorandum of Understanding (“MOU”) is to establish Agency’s expectations and conditions for County’s continued eligibility for allocation of COVID-19 vaccine. Agency recognizes the unique role played by County in providing vaccine access to California’s underserved communities.

**SECTION 2
Statement of Understanding**

- A. Agency, together with the Department of Public Health (Department), (a) has supplied, and will continue to supply County, subject to the limitation in subparagraph B of this Section 2, with the COVID-19 vaccine for administration to its patients in connection with its ongoing vaccination efforts, and (b) will exercise reasonable efforts to assure that County is allocated sufficient doses of the vaccine for administration to eligible individuals by the County as a health care provider. Agency acknowledges and shall ensure that Blue Shield of California as the third-party administrator (TPA) for the statewide vaccinating provider network understands that County is dependent on sufficient supply of the vaccine from the State for its ongoing vaccine administration. County recognizes that Agency is dependent on the federal government for allocation of vaccine and that changing circumstances in the pandemic may require reallocation of vaccine to providers and to communities that are suffering from significant outbreaks of COVID-19 or where the local health care system is stressed; and
- B. Agency makes no guarantee or commitment for any minimum or maximum amount of COVID-19 vaccine that may be allocated to County; and
- C. County shall not reallocate or redistribute to other health care providers any vaccine it receives through its allocations. County shall use all vaccine it receives through its allocations to administer to individuals it serves as a health care provider; and

- D. Agency reserves the right at any time to provide County notice of changes in the amount or type of vaccines that may be allocated to a County and/or any of County's vaccination site(s) for administration to vaccine recipients to facilitate administration of the COVID-19 vaccine. Agency will provide County as much advance notice of such changes as is reasonably feasible in order to assist County in its vaccination planning. County acknowledges that vaccine allocation decisions will be made using the State allocation algorithm, as may be modified from time to time; and
- E. County shall use MyTurn (MyTurn.ca.gov), or other technology platform as directed by Agency to submit all required data reasonably necessary for Agency to manage the statewide vaccine network that is related to County's administration of the COVID-19 vaccine. County shall prepare and maintain complete and accurate vaccine-related medical and other records and reports relating to the administration of the COVID-19 vaccine (collectively, "Records"), in a form maintained in accordance with the generally accepted standards applicable to such Records, and in compliance with applicable State and federal confidentiality and privacy laws. Agency, and any authorized governmental officials entitled to such access by law, may at any time during the term of this MOU and for a period of at least three (3) years after the termination of this MOU or such longer period as may be required by applicable State or federal law, request access to such Records for inspection, including as part of a virtual or in-person site compliance request. County shall participate in and cooperate with any audit, oversight and monitoring processes conducted by Agency, including, without limitation, that County agrees to allow the auditor(s) access to Records during normal business hours to examine Records and upon reasonable notice, reproduce Records at no charge by County and to allow interviews of any employees who might reasonably have information related to such Records; and
- F. County shall not under any circumstances bill, charge, collect a deposit from, impose a surcharge on, directly or indirectly seek compensation, remuneration or reimbursement from, or have any recourse against any vaccine recipient for the cost of vaccine administration or related services, provided, however, that County can bill government health programs such as Medi-Cal, Medicare, and HRSA, and private insurance carriers for vaccine administration or other related costs; and
- G. County shall have the ability to establish and will maintain an electronic interface to either the State Immunization Registry or appropriate County Immunization Registry and MyTurn.ca.gov (or other appropriate electronic health record interface as directed by Agency). To the extent applicable and for purposes of clarity, the Participants acknowledge and agree that a County with an industry-standard and certified Electronic Medical Record system (e.g., EPIC, Cerner, or any vaccine information system that meets the requirements for integrating with MyTurn), may leverage a standard interface

defined by Agency to connect from MyTurn to Scheduling and Vaccine Clinic Management with an electronic interface to the State Immunization Registry; and

- H. County shall follow criteria established by the Department in determining individuals' eligibility for vaccination appointments and prioritization of appointments, including targeting appointments to members of underserved communities that have suffered a disproportionate burden of the COVID-19 pandemic; and
- I. County acknowledges that, by signing this MOU, it is joining the statewide network of providers administering the COVID-19 vaccine that is supported by the TPA, acting as Agency's agent and at Agency's direction. County acknowledges Agency's expectation that all providers in the statewide vaccinator network will reasonably cooperate with the TPA in facilitating efficient administration of the COVID-19 vaccine.

SECTION 3 Services and Activities

County shall provide the following services (the "Services"):

- A. Within no more than twenty-four (24) hours of administering a dose of COVID-19 vaccine and adjuvant (if applicable), County shall record in the vaccine recipient's record, and shall report complete and accurate vaccine administration data required in the MyTurn reporting tool and other technology platforms required by Agency and CDC (such as, for example, VaccineFinder, and CAIR2) or other appropriate electronic health record interface as permitted under subparagraph E of this Section 3. Agency acknowledges that there may be circumstances that cause delay in the submission of data, in which case County will alert Agency and complete data recordation and submission as soon as practicable; and
- B. County shall make available at its vaccination site or sites written materials that Agency prepares, prints, and delivers to County; and
- C. County shall provide additional support as may be reasonably requested by Agency to assist Agency in the successful COVID-19 vaccine administration.

SECTION 4 Points of Contact; Notice

Any communications and notices shall be sent to:

For Agency:

Justyn Howard
Deputy Secretary, Fiscal Policy and Administration
Justyn.howard@govops.ca.gov
916-651-9004

For County: Sara H. Cody
Health Officer and Director of Public Health
Michele.Seaton@phd.sccgov.org
408-299-5900

Either Participant may change its designated contacts by written notice to the designated contact of the other Participant.

SECTION 5 Choice of Law

This MOU shall be governed by California law.

SECTION 6 Interpretation and Application

Any difference that may arise in relation to the interpretation or application of this MOU will be resolved through consultations between the Participants, who will endeavor in good faith to resolve such differences.

SECTION 7 Other Provisions

- A. Term. This MOU shall continue in effect until completion of COVID-19 vaccination services, unless either Participant withdraws from this MOU under subparagraph C of this Section 7.
- B. Modifications. This MOU may be modified at any time by mutual consent of the Participants. Any modification shall be by written addendum, signed by authorized representatives of each Participant and shall be effective upon the date it is subscribed to by all Participants.
- C. Withdrawal/Termination. Any Participant may, at any time, withdraw from this MOU by providing written notice. A Participant who intends to withdraw from this MOU shall endeavor to provide notice of such withdrawal to other Participants at least 60 days in advance.
- D. Counterparts. This MOU may be executed in counterparts, which taken together will constitute one document.

E. Electronic Signatures. Electronically delivered signatures of the Participants shall be deemed to constitute original signatures.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURES NEXT PAGE]

SIGNATURES

The Participants hereto have entered into this MOU as of the day and year set forth below to be effective as of the Effective Date.

AGENCY:

California Government Operations

Agency

By:  DocuSigned by:
C4B20CC3B1EE4BD...

Printed Name: Justyn Howard

Title: Deputy Secretary, Fiscal Policy
and Administration

3/24/2021
Date: _____

COUNTY:

County of Santa Clara

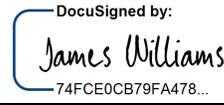
By:  DocuSigned by:
21E905DBD1084D7...

Printed Name: Jeffrey V. Smith

Title: County Executive

3/24/2021
Date: _____

Approved as to Form and Legality:

By:  DocuSigned by:
74FCE0CB79FA478... 3/24/2021

Printed Name: James R. Williams

Title: County Counsel

**ADDENDUM TO MEMORANDUM OF UNDERSTANDING
BETWEEN
California Government Operations Agency
and
County of Santa Clara**

The California Government Operations Agency (Agency) and the County of Santa Clara (County) hereinafter referred to singularly as “the Party” and collectively as “the Participants,” in recognition of the Participants’ execution of the Memorandum of Understanding (MOU) governing vaccine allocation and administration:

**SECTION 1
Objective**

The purpose of this Addendum is to further delineate roles and responsibilities under the MOU and to recognize the County’s critical role as a coordinator of the vaccination effort, and not solely as a health care provider, within the County.

**SECTION 2
Statement of Understanding**

- A. County, as a local public health jurisdiction, and Blue Shield of California, acting as Agency’s agent as the third-party administrator (TPA) supporting the statewide network of vaccination providers, are required to collaborate and coordinate County vaccination plans and programs, and to jointly and directly propose to the Agency allocation distributions for all vaccine providers participating in the statewide network within County. Agency shall ensure that allocation recommendations to Agency are jointly submitted by TPA and County. Agency’s allocation decisions shall be concurrently communicated to both County and TPA.

- B. Agency shall endeavor to ensure that County receives proportional doses given its focus on serving the segments of the populations most impacted by COVID-19, and State’s allocations to County shall reflect both the County’s population and its existing specific role in serving the highest-risk communities and coordinating the County vaccination efforts. Agency shall include all County-supported vaccination sites, including mobile clinics, when considering the allocation to County. County, using its discretion and subject to the approval of Agency and TPA, may distribute portions of vaccines allocated to the County to County-supported sites. Accordingly, Paragraph C of Section 2 of the MOU is modified as it pertains to County consistent with this subparagraph B.

- C. Agency shall instruct TPA to include in the statewide network, during the transition period to TPA management of the network of vaccination providers within County, all private, approved vaccine providers currently receiving allocations from the County that are meeting the County’s participation requirements, which include timely data reporting and vaccinating with a focus on equity. Providers shall make a good-faith effort to align with requirements for participation in the statewide network as quickly as possible. Additionally, Agency shall instruct TPA to permit such vaccine providers to transition their sites to MyTurn at an appropriate time, consistent with adding requested functionality to MyTurn, providing requested support for on-boarding, and addressing identified concerns.

- D. County-operated clinics shall be able to maintain “closed pod” vaccination structures to allow them to focus on their eligible populations and shall report daily vaccine inventories, transfers, redistributions, and reporting to CAIR2 or the appropriate County Immunization Registry, thereby facilitating visibility and oversight for the Agency of the entire Statewide Vaccine Network. Such clinics shall have the option of delaying transition to MyTurn until such a time as Agency and County agree that adoption of the MyTurn platform will not hamper these clinics’ vaccine distribution efforts.

SIGNATURES

The Participants hereto have entered into this Addendum as of the day and year set forth below to be effective as of the Effective Date.

AGENCY:

California Government Operations
Agency

DocuSigned by:
Justyn Howard
C4B20CC3B1EE4BD...
By: _____

Printed Name: Justyn Howard

Title: Deputy Secretary, Fiscal Policy
and Administration

3/24/2021
Date: _____

COUNTY:

County of Santa Clara

DocuSigned by:
Jeffrey V. Smith
21E905DBD1084D7...
By: _____

Printed Name: Jeffrey V. Smith

Title: County Executive

3/24/2021
Date: _____

Approved as to Form and Legality:

DocuSigned by:
James Williams 3/24/2021
By: _____
74FCE0CB79FA478...

Printed Name: James R. Williams

Title: County Counsel