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## AGREEMENT FOR USE OF CALIFORNIA DEPARTMENT OF PUBLIC HEALTH PURCHASED INFLUENZA VACCINE FY 2025-2026

The County of San Diego Health and Human Services Agency, Public Health Services, Epidemiology and Immunization Services Branch, Immunization Unit receives seasonal State General Fund (SGF) influenza vaccine from the California Department of Public Health (CDPH). CDPH distributes the flu vaccine to local health departments for use by public health centers and community providers in accordance with the policies and procedures of the local health department. This executed agreement allows the County Immunization Unit to provide seasonal influenza vaccine to eligible providers in San Diego County.

<b>PROVIDER LOCATION INFORMATION</b>	
Legal Name of Provider Organization	
Location Name (If different)	
Address (Include City & Zip Code)	
Phone	
<b>MEDICAL DIRECTOR INFORMATION</b>	
Name	
Phone	
Email	
<b>CLINIC MANAGER</b>	
Name	
Phone	
Email	
<b>PRIMARY VACCINE COORDINATOR INFORMATION</b>	
Name	
Phone	
Email	
<b>BACK-UP VACCINE COORDINATOR INFORMATION</b>	
Name	
Phone	
Email	

\*Changes to staff listed above should be reported to the County of San Diego Immunization Unit at [hhsa.countyfluvaccine@sdcounty.ca.gov](mailto:hhsa.countyfluvaccine@sdcounty.ca.gov) within 3 business days.



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As a condition for receiving the influenza vaccine from the County of San Diego Immunization Unit ("County"), the Provider agrees to comply fully with the terms of this Agreement for Use of California Department of Public Health Purchased Influenza Vaccine ("Agreement for Use") outlined in items #1 through #24.

Definitions, For this Agreement:

- "Provider" refers to the organization, clinic, or healthcare facility named in this Agreement's provider location information section that receives seasonal influenza vaccine from the County.
  - "Agreement for Use" refers to this Agreement for Use of California Department of Public Health Purchased Influenza Vaccine, including all requirements and obligations outlined.
  - "SGF Vaccine" refers to the seasonal influenza vaccine purchased with State General Funds (SGF) and distributed through this program.
1. Provider certifies that it is a not-for-profit entity. If not a Federally Qualified Health Center (FQHC), Provider shall provide documentation of their 501(c)(3) non-profit status.
  2. Other organizations that are not classified as a FQHC or a 501(c)(3) not for profit entity will be evaluated for program participation on a case-by-case basis. If determined eligible to participate in the program and receive SGF vaccine, Provider shall have a licensed medical professional from their organization present throughout the entire duration of any vaccination events to oversee patient care and manage SGF vaccine administration.
  3. Provider shall have a Medical Director overseeing vaccination and available for consultation and emergencies for all participating locations. Furthermore, the Medical Director must be available to provide guidance and answer any questions regarding SGF vaccine administration guidelines or related inquiries.
  4. Prior to receiving the SGF vaccine, the Provider's Vaccine Coordinator and Back-up Vaccine Coordinator shall attend a mandatory annual training and must pass the post-test with a minimum score of 90%.
  5. All Vaccine Coordinators and Back-up Vaccine Coordinators shall complete the required California Department of Public Health (CDPH) EZIZ trainings (<http://eziz.org.eziz-training/>) and submit certificates of completion to the County prior to receiving SGF vaccines. It is recommended that all staff, including any new staff, handling SGF Influenza vaccine complete the required CDPH EZIZ trainings.
  6. Provider shall follow California Department of Public Health (CDPH) standards for storage and handling of vaccines, including standards related to the transport of vaccines to other clinic sites and to community locations for mass vaccination clinics. Information on storage and handling may be found at [www.eziz.org](http://www.eziz.org). Provider shall also utilize:
    - a. Approved stand-alone refrigeration unit used solely for vaccine storage (see <https://eziz.org/vaccine-storage/> for examples of acceptable storage units)
    - b. Approved primary and a back-up data logger (see <http://eziz.org/vaccine-storage/digital-data-loggers/> for examples of acceptable digital data loggers)
    - c. Temperature monitoring twice daily using a CDPH approved digital data logger (see <https://eziz.org/vaccine-storage/monitoring-temperature/> for examples of acceptable temperature monitoring documents).



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- d. Temperature monitoring log and data logger report for the thirty (30) day period immediately before the signed date of this Agreement.
7. Provider shall provide photographic documentation of acceptable refrigeration unit(s), primary and back-up digital data loggers, and copies of valid calibration certificates prior to receiving the first shipment of SGF vaccine.
8. Provider shall fulfill program requirements for vaccine management. Requirements include maintaining cold chain conditions upon receipt of any shipped vaccine. Provider and clinic location staff designees shall maintain current receiving hours, shipping addresses, and point of contact information in the CDPH myCAvax vaccine ordering system and with the SGF Vaccine Program.
9. Provider shall allow site visits as requested by the County to ensure appropriate storage and handling of SGF vaccine.
10. Provider shall complete, submit, and maintain a vaccine management plan that covers routine and emergency situations at each location. Vaccine Coordinators (and Back-ups) are responsible for implementing the plan, and the location's Medical Director and Clinical Manager are ultimately accountable for practice or clinic compliance.
11. Provider shall report all vaccine handling incidents affecting the SGF influenza vaccine to the County per the vaccine handling incident process provided. If the Provider does not follow the vaccine handling incident process or fails to follow-up with any vaccine handling incident within two-weeks of the incident, County reserves the right to request the vaccines be returned, transferred to an associated clinic, or suspend future vaccine orders.
  - a. This also applies to any planned or unplanned power outages.
12. Provider shall not administer any vaccines involved in a vaccine handling incident until the program has reviewed the incident and cleared vaccine for use. If Provider administers vaccine involved in a vaccine incident that was not reported and/or cleared for use by the program, Provider is responsible for all unreported vaccine administration errors.
  - a. For vaccine incidents that occur outside of regular business hours, defined as Monday-Friday 8am-5pm, providers may follow manufacturer's recommendation for continuing or discontinuing vaccine usage.
13. Persons receiving the SGF vaccine may be charged for vaccine administration as follows:
  - a. \$2.00 as a fee for vaccine administration; OR
  - b. Medicare authorized fee (refer to exceptions as noted on CMS website: <https://www.cms.gov/medicare/payment/part-b-drugs/vaccine-pricing>).
  - c. Persons 65 years and older, who have Part B Medicare coverage, shall not be charged for SGF vaccine or administration fees.
14. Provider shall not use the influenza vaccine provided under this Agreement to immunize employees or contractors.
15. Provider shall enter all vaccine inventory into CAIR2 within one business day of receipt (unless provider submits vaccine data via a separate interface).
16. Provider shall enter all individual doses administered into CAIR2 or interfaced system on the same day as administration, and in accordance with California Assembly Bill 1797.



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17. Provider shall inform each patient that their vaccination will be recorded in CAIR2. Provider shall provide the CAIR2 disclosure statement to each patient in their preferred language (see [CAIR Forms](#)). If a patient declines to share their record, Provider shall require the patient/legal guardian sign a Decline/Start Sharing form and will lock the record. Student demographic information shall be collected and entered in CAIR2 in compliance with the Family Educational Rights and Privacy Act (FERPA) at school-based vaccination events.
18. All administered SGF vaccine doses shall be reported to the County weekly utilizing the "State-Purchased Influenza Vaccine Program Weekly Report". Additional quarterly reports shall be submitted upon request with the final report due on July 6, 2026. Failure to submit usage reports on time may result in a written reminder, reporting to the Clinic Manager and Medical Director, forfeiture of SGF vaccine allocation, and/or suspension from the program, and a reduction in future vaccine allocations or termination of the agreement.
19. Provider agrees that licensed medical staff shall assess each patient and exercise individualized medical judgment in prescribing and administering influenza immunization.
20. Provider shall give each patient, or legal guardian, receiving influenza vaccine the most recent copy of the Vaccine Information Statement (VIS) "*Influenza (Flu) Vaccine (Inactivated or Recombinant): What you need to know,*" or "*Influenza (Flu) Vaccine (Live, Intranasal): What You Need to Know,*" which is available at [www.immunize.org/vis](http://www.immunize.org/vis). The VIS is available in multiple languages [see [Vaccine Information Statements – VISs – CDC information sheets for patients \(immunize.org\)](#)] Provider agrees that each patient shall be given adequate time to read the VIS and ask questions before giving consent.
21. For each SGF vaccine administered, Provider shall retain a record that includes the patient's name, date of birth, vaccine administration date, vaccine name, manufacturer, expiration date, and lot number of the vaccine administered. Provider shall retain all documentation for administration of SGF vaccine for a period of at least ten (10) years and have the documentation available for review by the County upon request. During this retention period, Provider shall maintain the patient records in a manner consistent with all applicable laws and regulations governing the privacy and security of patient information.
22. Provider shall return all unused SGF vaccines to the vaccine manufacturer no later than July 7, 2026.
23. Provider shall submit a Vaccine Adverse Event Report via the VAERS reporting system (see form and instructions located at <https://vaers.hhs.gov/reportevent.html>) and the Vaccine Error Reporting Program via the VERP reporting system (see form and instructions located at [ismp.org/form/verp-form](http://ismp.org/form/verp-form)), and contact the County of San Diego Immunization Unit to report any adverse health events experienced by persons receiving the influenza vaccine that occurs within four weeks of immunization and when medical attention is required.
24. Provider staff, including the Vaccine Coordinator and Back-up Vaccine Coordinator, shall review the "SGF Program Progressive Action Plan". This document outlines the County's compliance plan to collaboratively address necessary quality assurance and improvement measures. The Provider agrees to review the plan and work in partnership with the County regarding necessary follow up items as a condition of continued program participation.
25. Each participating location shall fulfill all requirements in this Agreement for Use to receive SGF vaccine. A signed Agreement for Use must be returned from each participating location. SGF Vaccine cannot be distributed or redistributed within an organization to a site that has not completed an Agreement with the County.



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26. Provider shall defend and indemnify County and the employees and agents of County (collectively "County Parties"), against any and all claims, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges, or costs of any kind or character, including attorneys' fees and court costs (hereinafter collectively referred to as "Claims"), related to this Agreement and arising either directly or indirectly from any act, error, omission, or negligence of the Provider or its contractors, licensees, agents, servants, or employees, including, without limitation, Claims caused by the concurrent negligent act, error, or omission, whether active or passive, of County Parties. The Provider shall have no obligation, however, to defend or indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of County Parties.

*By signing this document, you agree to the terms of this agreement and shall adhere to all requirements.*

Primary Coordinator Print Name		Signature		Date Signed	
Back-up Coordinator Print Name		Signature		Date Signed	
Medical Director or Designee Print Name		Signature		Date Signed	

*The provider agreement includes multiple signature tables to accommodate staff changes throughout the season. As new persons are added or replaced, each new person must sign in the next available signature table to ensure records remain accurate and up to date.*

Primary Coordinator Print Name		Signature		Date Signed	
Back-up Coordinator Print Name		Signature		Date Signed	
Medical Director or Designee Print Name		Signature		Date Signed	

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