

RESOLUTION NO. R-2012-93

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE A MEMORANDUM OF AGREEMENT, IN SUBSTANTIALLY THE ATTACHED FORM, BETWEEN THE CITY OF NORTH MIAMI AND MIAMI-DADE COUNTY HEALTH DEPARTMENT, TO ESTABLISH A CLOSED POINT OF DISPENSING ORGANIZATION FOR THE DISTRIBUTION OF MEDICATIONS AND MEDICAL SUPPLIES TO FIRST RESPONDERS, STAFF AND THEIR FAMILIES, IN THE EVENT OF A DECLARED PUBLIC EMERGENCY; PROVIDING FOR AN EFFECTIVE DATE AND ALL OTHER PURPOSES.

WHEREAS, the Centers for Disease Control and Prevention (“CDC”) has established the Cities Readiness Initiative (“CRI”) program to assist certain Metropolitan Statistical Areas (“MSA”) in the event of a catastrophic biological incident; and

WHEREAS, the CDC, through the Florida Department of Health, will provide items from the Strategic National Stockpile (“SNS”), which include medications and medical supplies in the event of a declared public emergency to the Miami-Dade County Health Department; and

WHEREAS, selected cities within Miami-Dade County are needed to act as Points of Dispensing (“POD”) Organizations to cover designated dispensing locations for medications and medical supplies; and

WHEREAS, the Miami-Dade County Health Department wishes to collaborate with the City of North Miami (“City”) to enhance its ability to respond to a catastrophic biological incident or other communicable threat of epidemic proportion, by establishing the City as a POD dispensing site; and

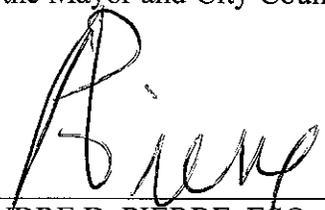
WHEREAS, the City Manager respectfully requests that the Mayor and City Council of the City of North Miami authorize the execution of the Memorandum of Agreement with Miami-Dade County Health Department, as being in the best interest of the City.

NOW THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI, FLORIDA:

Section 1. Authority to City Manager. The Mayor and City Council of the City of North Miami, Florida, hereby authorize the City Manager to execute Memorandum of Agreement, in substantially the attached form, between the City of North Miami and Miami-Dade County Health Department, to establish a Closed Point of Dispensing Organization for the distribution of medications and medical supplies, to first responders, staff and their families, in the event of a declared public emergency.

Section 2. Effective Date. This Resolution shall become effective immediately upon adoption.

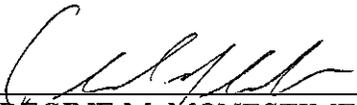
PASSED AND ADOPTED by a 4-0 vote of the Mayor and City Council of the City of North Miami, Florida, this 10 day of July, 2012.



ANDRE D. PIERRE, ESQ.
MAYOR

ATTEST: 

MICHAEL A. ETIENNE, ESQ.
CITY CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:


REGINE M. MONESTIME
CITY ATTORNEY

SPONSORED BY: CITY ADMINISTRATION

Moved by: Councilman Blynn
Seconded by: Councilman Galvin

Vote:

Mayor Andre D. Pierre, Esq.	<u>X</u>	(Yes)	_____	(No)
Vice Mayor Jean R. Marcellus	_____	(Yes)	_____	(No) Away
Councilperson Michael R. Blynn, Esq.	<u>X</u>	(Yes)	_____	(No)
Councilperson Scott Galvin	<u>X</u>	(Yes)	_____	(No)
Councilperson Marie Erlande Steril	<u>X</u>	(Yes)	_____	(No)

Memorandum of Agreement
Between
Miami-Dade County Health Department
And
City of North Miami, Florida

This Memorandum of Agreement (MOA) is entered into this _____ day of _____ by and between the Florida Department of Health's Miami-Dade County Health Department, hereinafter referred to as the CHD, and the City of North Miami, Florida herein after referred to as the Closed Point of Dispensing (Closed POD) Organization.

RECITALS/BACKGROUND

WHEREAS the Centers for Disease Control & Prevention (CDC) has established the Strategic National Stockpile (SNS), which includes medical countermeasures and supplies; and

WHEREAS the CDC, through the Florida Department of Health, will provide SNS assets to the CHD in event of a declared public health emergency affecting its jurisdiction; and

WHEREAS the CHD approve the transfer of a specific pre-identified quantity of the aforementioned medical countermeasures and supplies to the Closed POD; and

WHEREAS the CHD wish to collaborate with the Closed POD to enhance its ability to respond to a catastrophic biological incident or other significant public health threat,

NOW THEREFORE, in consideration of the foregoing, the parties hereto agree as follows:

I. Purpose

- This MOA delineates the responsibilities of the CHD and the Closed POD organization for activities related to the prophylaxis of approximately _____ individuals including their family members in the event of a catastrophic biological incident or other significant public health threat.
- This MOA outlines the scope of work between the Closed POD and the CHD.
- This MOA does not create a contractual relationship between the parties.

II. Scope

- A. The provisions of this MOA apply to activities to be performed as a result of the implementation of the Miami-Dade County Health Department Strategic National Stockpile/Cities Readiness Initiative Deployment Plans.
- B. No provision in this MOA limits the activities of the CHD in performing local and state functions.

III. Definitions

- A. Emergency Support Function-8 (ESF-8) Health & Medical: As defined in the National Response Plan, when activated, Emergency Support Function 8 provides the coordination of health and medical response and recovery activities in support of the Emergency Operations Center (EOC); the ESF-8 Health & Medical Group is a functional group within the Operations Section of the EOC's Incident Command System.
- B. Point of Dispensing (POD): Location for dispensing medical countermeasures and related supplies to citizens in a public health emergency; may be a Public POD open to the general public or Co-operating Business/Government Partner POD (Closed POD) established specifically for the employees (or members) of the entities and their family members.

- C. Prophylaxis: Medical countermeasures and related supplies designed to prevent the occurrence and spread of disease.
- D. Strategic National Stockpile (SNS): A national repository of antibiotics, chemical antidotes, antitoxins, life support medications, and medical supplies managed by the CDC.
- E. SNS "Push-Pack": A specific quantity of emergency medical supplies designed to be delivered anywhere in the United States within 12 hours of the decision to deploy.
- F. Identified Population: Employees, contractors, essential personnel, and/or residents of the Closed POD entity and their family members who would receive medical countermeasures and related supplies in the event of SNS deployment.
- G. The Project BioShield Act of 2004 (Public Law 108-276; "the Act"), among other provisions, established the comprehensive Emergency Use Authorization (EUA) program. The US Emergency Use Authorization (EUA) is a critical new tool for medical and public health communities and is applicable for both civilian and military use. It fills the need for timely and practical medical treatment under emergency conditions and authorizes use of the best product available for treatment or prevention when the relevant product has not already been approved or approved for this specific use by the US Food and Drug Administration. The need for and genesis of the EUA, its requirements, its broad application to civilian and military populations, and its features of particular importance to physicians and public health officials are detailed.

IV. Miami-Dade County Health Department shall be responsible for:

- A. Providing the Closed POD organization with available health screening forms, educational materials, training, and other resources to be used in the event of a catastrophic public health emergency requiring the mass prophylaxis of the identified population.
- B. Providing the Closed POD with as much advance notice as is feasible of the decision to request and deploy SNS assets.
- C. Providing to the appropriate State-level personnel the pre-established quantities of medical countermeasures and related supplies required, pre-established delivery locations, and appropriate site contact information.
- D. Providing, to the extent sufficient SNS assets are allocated to the jurisdiction, assets to the Closed POD in quantities established by the Closed POD based on their best available information.
- E. Providing a point of contact at the CHD who may provide pre-event technical assistance and training to prepare for mass dispensing activities.
- F. Providing telephone and fax numbers to the ESF8 representatives at the Emergency Operations Center.

V. The Closed POD Organization shall be responsible for:

- A. Developing a plan to screen its members and their family members' prior to dispensing of medication, and distributing appropriate educational information using the forms, handouts, and other materials provided by the CHD.
- B. Providing the CHD with the number of individuals in the identified population detailing, to the extent possible, the PROPORTION of adult and pediatric members who would receive medical countermeasures at the Closed POD in the event of SNS deployment
- C. Identifying primary, secondary, and tertiary contacts for notifications and asset transfer.
- D. Identifying primary and secondary locations where assets will be received.
- E. Receiving and securing the allotment of medical countermeasures and related supplies.
- F. Ensuring that a medical dispensing professional (physician, pharmacist, ARNP, PA, dentist, podiatrist, or other medical professional authorized to dispense at the time of the event) is on-site to oversee all dispensing operations.
- G. Utilizing medical countermeasures and related materials supplied by the CHD to provide prophylaxis to their own identified population.
- H. Collecting completed client registration forms for individuals receiving countermeasures and maintaining inventory of medical countermeasures and related supplies received and dispensed.
- I. Ensuring that no fee of any kind is charged for the materiel or any function associated with dispensing activities.
- J. Returning any unused medical countermeasures and related supplies and completed inventory forms and accounting for all medical countermeasures dispensed, to the CHD.
- K. Contacting the ESF-8 representative at the Emergency Operations Center if additional medical countermeasures and related supplies are required to provide sufficient regimens for the intended population.

VI. Closed POD demographic and contact information.

A. Demographics of identified personnel:

Total Agency # Essential Personnel: _____

North Miami Police: _____

North Miami elected/critical: _____

Total Agency # Support Personnel _____

Total Agency # Personnel Household: _____

Total Agency Population to receive prophylaxis: _____

B. Agency Contact Information:

Contact information for individuals to receive notification and individuals authorized to accept custody of assets included as Attachment A of this document.

VII. Conditions, Amendments, and Termination

- A. Requests for information, confidentiality. This Memorandum of Agreement is governed for public records purposes by Ch. 119, F.S. Additional federal laws may apply. Where federal law forms a basis to prevent disclosure of the terms of this MOA, the parties agree that neither will disclose the nature of this effort and the terms of this agreement to any person or entity, except as may be necessary to fulfill its mission and statutory and regulatory responsibilities. The parties agree to notify one another before releasing materials or information relating to this MOA pursuant to federal or state freedom of information act statutes or similar provisions in law.
- B. MDCHD, its agents, servants and employees are protected against tort claims as described in Section 768.28, Florida Statutes. The exclusive remedy for injury or damage resulting from such negligent acts or omissions of such agents, servants and employees of CHD is by action against the State of Florida.
- C. Federal Immunity: The PREP Act sets forth the immunity for "covered persons" from tort claims related to, in this case, "covered countermeasure", **following a PREP ACT declaration of public health emergency by the HHS Secretary**, The Closed POD may be considered a covered person; a "Program Planner of countermeasure (i.e., individuals and entities involved in planning and administering programs for distribution of a countermeasure)..." appears in CDC Public Readiness and Emergency Preparedness Act Questions and Answers, 42 USC §247d-6d(i)(7)-(7)(A)(ii). As a covered person, if applicable, ENTITY may be immune from suit and liability under Federal and State law with respect to "all claims for loss caused by, arising out of, relating to, or resulting from the administration to or the use by an individual of a covered countermeasure...". 42 U.S.C. § 247d-6d(a)(1).
- D. Any provision of this MOA later found to be in conflict with Federal law or regulation, or invalidated by a court of competent jurisdiction, shall be considered inoperable and/or superseded by that law or regulation. Any provision found inoperable is severable from this MOA, and the remainder of the MOA shall remain in full force and effect.
- E. The parties agree that the terms of this MOA may be revised at any time only by formal written agreement, executed by both parties herein. Each party reserves the right to change its Point of Contact without written notification, but will notify the other party within a reasonable period of time, not exceeding thirty (30) days after such a change.
- F. The parties agree that this MOA shall continue in effect until terminated.
- G. Either party may terminate this MOA at any time by giving the other party written notice at least 30 days prior to the intended termination date.
- H. The parties expressly agree that no relationship of employer/employee, principal agent, or other association shall be created by this MOA between the parties or their directors, officers, agents, or employees. The parties agree that they will never incur any obligations on the part of the other party.
- I. This MOA is non-exclusive. Thus, the parties reserve the right to enter into similar agreements or understandings with other parties.
- J. This MOA contains all the terms and conditions agreed upon by the parties. There are no provisions, terms, conditions, or obligations other than those contained herein.

VIII. No Private Right Created

THIS DOCUMENT IS AN INTERNAL AGREEMENT BETWEEN THE STATE OF FLORIDA'S MIAMI-DADE COUNTY HEALTH DEPARTMENT AND THE CITY OF NORTH MIAMI AND DOES NOT CREATE OR CONFER ANY RIGHT OR BENEFIT ON ANY OTHER PERSON OR PARTY, PRIVATE OR PUBLIC. NOTHING IN THIS AGREEMENT IS INTENDED TO RESTRICT THE AUTHORITY OF EITHER SIGNATORY TO ACT AS PROVIDED BY LAW OR REGULATION, OR TO RESTRICT ANY AGENCY FROM ENFORCING ANY LAWS WITHIN ITS AUTHORITY OR JURISDICTION.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Agreement effective upon the Effective Date set forth above.

State of Florida, Department of Health,
Miami-Dade County Health Department

Signed: _____	Signed: _____
Name: _____	Name: _____
Title: _____	Title: Miami-Dade CHD Administrator
Date: _____	Date: _____

Attachment A: Contact Information

Attachment A – Demographic and Contact Information

A. Closed POD Demographic Information

Identified Population:

Total Agency # Essential Personnel: _____

Total Agency # Support Personnel _____

Total Agency # Personnel Household: _____

Total Agency Population to receive prophylaxis: _____

B. Closed POD Contact Information - North Miami

Primary Contact: _____

Mailing Address: _____

Office Phone: _____

Mobile Phone: _____

Email: _____

Secondary Contact: _____

Mailing Address: _____

Office Phone: _____

Mobile Phone: _____

Email: _____

Tertiary Contact: _____

Mailing Address: _____

Office Phone: _____

Mobile Phone: _____

Email: _____

C. Closed POD representative authorized to accept assets

Primary Contact: _____
Mailing Address: _____

Office Phone: _____
Mobile Phone: _____
Email: _____

Secondary Contact: _____
Mailing Address: _____

Office Phone: _____
Mobile Phone: _____
Email: _____

Tertiary Contact: _____
Mailing Address: _____

Office Phone: _____
Mobile Phone: _____
Email: _____

D. Miami-Dade County Health Department Contacts

The following are pre-event contacts; during the notification phase of activation, contact information for the relevant MDCHD Liaison will be provided.

Director, Public Health Preparedness:

Alicia Reyes-Perez
8175 NW 12th Street Miami, Florida 33122
(305) 470-6928 Office
Alicia_Reyes-Perez2@doh.state.fl.us

Assistant Manager, Public Health Preparedness:

Myra Markowski
8175 NW 12th Street Miami, Florida 33122
(786) 845-0178 Office
MyraC_Markowski@doh.state.fl.us

Coordinator, Cities Readiness Initiative:

Natasha Strokin
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786-336-1332 Office/786-972-5488 Mobile
Natasha_Strokin@doh.state.fl.us