

MEMORANDUM OF AGREEMENT
Support Services for Emergency Distribution of Strategic National Stockpile

BETWEEN PALM BEACH COUNTY HEALTH DEPARTMENT
AND _____ (R-POD, a Residential Association or Home Owners Association)

PARTIES

This Memorandum of Agreement (Agreement) is entered into between the State of Florida, Department of Health, Palm Beach County Health Department (Department) and _____ (R-POD, a Residential Association or Home Owners Association).”

The Department Point of Contact is:

The R-POD Point of Contact is:

RECITALS

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

WHEREAS, the CDC has expressed an intent to meet CRI goals by providing Strategic National Stockpile (SNS) materials, which include medications and medical supplies, to the Department for the Palm Beach MSA; and

WHEREAS, in a CRI event the Department approves the transfer of a pre-determined quantity of the aforementioned medication to the R-POD; and

WHEREAS, the Department wishes to collaborate with the R-POD to enhance its ability to respond to a CRI event or other communicable outbreak of epidemic proportion.

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

I. PURPOSE

- A. This agreement delineates responsibility of the Department and the R-POD for activities related to the prophylaxis of _____ community residents and employees and their immediate family members under the Cities Readiness Initiative in the event of a catastrophic biological incident or other communicable threat of epidemic proportion.
- B. This Agreement serves as the Scope of Work between the R-POD and the Department.

II. SCOPE

- A. The provisions of this Agreement apply to activities to be performed by the R-POD at the request of the Department in conjunction with the implementation of the Response Plan, an appendix to the Department’s Emergency Operations Plan.

- B. No provision in this Agreement limits the other activities of the Department in performing other local and state functions.

III. DEFINITIONS

- A. Cities Readiness Initiative (CRI). A CDC program providing direct assistance to specific densely populated areas, known as Metropolitan Statistical Areas, to build response capacity with the goal of prophylaxis of 100 percent of their populations within a 48-hour period in the event of a catastrophic public health event (CRI event).
- B. Activation. The time period during which an R-POD is engaged in distributing SNS materials to its community members under direction of the Department.
- C. Logistical Staging Area (LSA). A temporary facility that receives, breaks down, and processes the SNS push pack and similar supplies for redistribution. Also referred to as Receipt, Storage and Staging (RSS).
- D. Prophylaxis. Measures designed to prevent the occurrence of disease or its dissemination. For the purposes of this Agreement it shall refer to the distribution of oral medications.
- E. Strategic National Stockpile (SNS). A national repository of antibiotics, chemical antidotes, antitoxins, life support medications and other medical supplies and assets, managed by the CDC, that can be delivered anywhere in the United States within 12 hours of a decision to deploy.
- F. Community. The residents, visitors and guests occupying the premises of _____ at a specific point in time, especially in the time period for distributing SNS materials in an MSA. "Community" is synonymous with "R-POD" when distribution of SNS materials is taking place.
- G. Volunteer. Any person who, of their own free will, provides goods or services to the Department with no monetary or material compensation from the Department.
- H. R-POD. Residential Point of Distribution or Dispensing.

IV. THE PARTIES AGREE

- A. The R-POD Agrees:
 - 1. To utilize the clubhouse, other designated building(s) and common areas including parking areas (see attached) of the community, at no charge to the Department, for distributing SNS materials.
 - 2. To provide the Department with an annual census count of the number of residences – year 'round vs. seasonal – and to provide estimates of the number of adults and children thereby residing in the community.
 - 3. To provide a sufficient number of volunteers from the community to assist in distributing SNS medications, antidotes and/or vaccines to all residents and employees of the community. The maintenance of volunteer work schedules during distribution of SNS materials will be the responsibility of the R-POD.
 - 4. To provide Transportation, Communications, Public Works, Mass Care, Resident Information, and Security for volunteers, residents and employees of the community.
 - 5. To distribute SNS materials as a first priority to the community volunteers, their immediate family members and/or guests. Other residents and employees, upon completing the required Patient Registration Form, may pick up SNS materials afterwards.

6. Distribution of SNS materials shall to be done under the supervision of a volunteer medical professional from the community who is authorized to dispense pharmaceuticals. Medical professionals authorized to dispense pharmaceuticals are defined as: Pharmacists (RPh/ PharmD), Physicians (MD/DO), Physicians Assistants (PA), Advanced Registered Nurse Practitioners (ARNP), or other medical providers registered as “dispensing practitioners” (e.g. Dentists, Podiatrists). In the absence of such a designated person, the Department will attempt to arrange for a member of its staff or a member of the Palm Beach Medical Society, via the Medical Reserve Corps, to attend and supervise the dispensing of medication/medical supplies to the volunteers, residents and employees of the community.
7. To report twice daily to the Department and to reconcile SNS materials distributed and on-hand to the Department at Emergency Support Function-8 (ESF-8) at the Emergency Operations Center, 561-712-6408.

B. The Department Agrees:

1. To designate _____ as a Residential Point of Distribution (R-POD) for Strategic National Stockpile (SNS) materials. This residential community will be used in connection with Department activity only during response to a Nuclear, Biological, or Chemical (NBC) event.
2. To arrange delivery, on a 24/7 schedule, of quantities of medication, antidotes and/or vaccines to the R-POD from the SNS due to a Nuclear, Biological, or Chemical (NBC) event.
3. To provide sample descriptions of the various volunteer jobs to be assigned to the residents and employees of the R-POD.
4. To assist in the training of said volunteers in dispensing said medication, antidotes and/or vaccines to the residents and employees of the R-POD, and to provide sample copies of Patient Registration Forms and other documentation accounting for SNS materials.
5. To provide credentials to volunteers who complete Florida Department of Health “Volunteer Services Application” forms (DH-1474, 10/05) with accompanying “Volunteer Personal References.” Said volunteers will receive workers compensation protection in accord with Florida Statute Chapter 110.504, and will further be provided with state liability protection under the Florida Volunteer Protection Act as part of Florida Statute 768.28.
6. In the event of a Presidential Declaration of Emergency, the Department will, to the best of its ability, assist the R-POD in the completion and filing of all necessary paper work and/or forms requesting FEMA reimbursement under FEMA public assistance programs for expenses incurred due to SNS materials distribution, subject to FEMA requirements, as amended. Except where otherwise detailed in this Agreement, each party is responsible for its own costs.

C. The R-POD and the Department Mutually Agree:

1. Effective and Ending Dates.

This Memorandum of Agreement shall be effective for three years from _____, or from the date on which the Agreement is signed by both parties, whichever is later.

2. Termination.

This Agreement may be terminated by either party without cause upon no less than thirty (30) calendar days notice in writing to the other party unless a lesser time is mutually agreed upon in writing by both parties. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery.

3. Indemnification.

The Department will indemnify the R-POD and the volunteers of the community during the time period of R-POD activation and distribution of SNS materials. During that time period, the exclusive remedy for injury or damage resulting from negligent acts or omissions occurring at the R-POD is by action against the State of Florida.

Outside of that time period and in all other locations, the Department, as a state agency, agrees to be fully responsible to the limits set forth in Section 768.28, F.S. only for its own negligent acts or omissions. Nothing herein shall be construed as a waiver of sovereign immunity or consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of this or any successor Agreement. Outside of that time period described in sentence one of this paragraph, the R-POD agrees to be fully responsible for its own negligent acts and omissions which result in suits or claims against the R-POD.

4. Relationship.

Nothing herein shall create or be construed to create an employer-employee, agency, joint venture, or partnership relationship between the parties. This Agreement is non-exclusive; the parties reserve the right to enter into similar agreements or understandings with other parties.

5. Renegotiation or Modification.

Modifications of provisions of this Agreement shall only be valid when they have been reduced to writing and duly signed by both parties.

6. Venue and Choice of Law.

Any dispute arising from this Agreement is to be resolved according to Florida law, which controls same, and such disputes may be litigated only in the _____ Judicial Circuit of Florida courts. In any such legal action, venue lies in Palm Beach County Florida. The parties agree to engage in mediation of all legal actions arising from this Agreement, the cost of mediation services to be divided equally among the parties. If any provision of this

Agreement is determined by settlement or by judgment of a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions shall continue in full force and effect notwithstanding.

7. Official Representatives.

(a) For The Department:

Name: Alfred M. Grasso
Title: Operations and Management Consultant Manager
Organization: Palm Beach County Health Department
Mailing Address: 826 Evernia Street, West Palm Beach, FL 33401
Telephone/Fax: 561-355-3524/fax 355-3035
e-mail: Alfred_Grasso@doh.state.fl.us

(b) For the _____:

Name:
Title:
Organization:
Mailing Address:
Telephone/Fax:
e-mail:

Reference Information From Residential Association/HOA

Number of Residences: _____ Number of Employees: _____

Number of Residents (est): Total: _____ Year 'Round: _____ Seasonal: _____

Number of Adults/Children (est): Year 'Round: Adults: _____ Children: _____

R-POD Contacts: (1) Name: _____ Address: _____

City: _____ Zip: _____ Telephone: _____

e-mail:

(2) Name: _____ Address: _____

City: _____ Zip: _____ Telephone: _____

e-mail:

8. All Terms and Conditions Included.

This Agreement contains all the terms and conditions agreed upon by the parties. There are no provisions, terms, conditions, or obligations other than those contained herein, and the provisions of this Agreement shall supersede all previous communications, representations, or agreements, either verbal or written between the parties. If any

term or provision of the Agreement is found to be illegal or unenforceable, such term or provision shall be stricken and the rest shall remain in full force and effect.

IN WITNESS THEREOF, the parties hereto have caused this six page Agreement to be executed by their undersigned officials as duly authorized.

	STATE OF FLORIDA DEPARTMENT OF HEALTH PALM BEACH COUNTY HEALTH DEPARTMENT
Signed by:	Signed by:
Name:	Name: Jean Marie Malecki, MD, MPH, FACPM
Title:	Title: Director
Date:	Date: