

**CLOSED POD
MEMORANDUM OF AGREEMENT
BETWEEN
STATE OF FLORIDA, DEPARTMENT OF HEALTH
IN MIAMI-DADE COUNTY AND
CITY OF CORAL GABLES
MOA-13I24**

This Memorandum of Agreement (MOA) is made and entered into by the State of Florida, Department of Health, in Miami-Dade County, hereinafter referred to as the "Department," and City of Coral Gables, hereinafter referred to as "Organization", Department and Organization are jointly referred to as the "parties". This agreement will improve parties' ability to respond to a public health incident, public health threat, or other significant public health emergency in Miami-Dade County, Florida. This MOA and outlines the agreement between the parties.

RECITALS/BACKGROUND

WHEREAS the Centers for Disease Control and Prevention (CDC) has established the Strategic National Stockpile (SNS), which includes medical countermeasures and supplies necessary to respond to the public health needs of the community; and

WHEREAS, the Department is responsible for conducting programs for the prevention and control of communicable diseases and vaccine-preventable diseases, pursuant to section 381.003, Florida Statutes ("F.S."); and

WHEREAS the CDC, through the State of Florida, Department of Health, will provide assets to the Department during the state and national health emergencies affecting its jurisdiction; and

WHEREAS the Department approves the transfer of a specific pre-identified quantity of the SNS assets to organizations such as the Organization; and

WHEREAS the Department wishes to collaborate with the Organization to enhance its ability to respond to public health threats;

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

I. Purpose

- The provisions of this MOA apply to activities to be performed as a result of the implementation of the Department's Mass Prophylaxis and Immunization Plan.
- The purpose of this MOA is to set forth guidance for the designation of the Organization as a Closed POD, with the Closed POD address as listed in Attachment A.

II. Scope

- A. No provisions of this MOA limit the activities of the Department in performing local and state functions.
- B. This Agreement will take effect upon the declaration of a Public Health Emergency, as defined in Section 381.00315, Florida Statutes.

III. Definitions

Administration/Administering/Administer: Obtaining, preparing, and administering a single vaccination to a patient by a legally authorized person.

Closed Point of Dispensing (Closed POD): An organization that collaborates with a Public Health agency to operate a location for dispensing Prophylaxis to the organization's own Identified Population while continuing normal operations during an emergency.

Dispense: The transfer of possession of one or more doses of a medicinal drug by a pharmacist to the ultimate consumer or her or his agent. As an element of dispensing, the pharmacist shall, prior to the actual physical transfer, interpret and assess the prescription order for potential adverse reactions, interactions, and dosage regimen she or he deems appropriate in the exercise of her or his professional judgment, and the pharmacist shall certify that the medicinal drug called for by the prescription is ready for transfer. The pharmacist shall also provide counseling on proper drug usage, either orally or in writing, if in the exercise of her or his professional judgment counseling is necessary. The actual sales transaction, delivery and administration of such drug shall not be considered dispensing.

Emergency Support Function 8 (ESF-8): Provides the coordination of health and medical response and recovery activities in support of the County Emergency Operations Center.

Identified Population: Patients, employees and their family members, contractors, and other essential personnel of Organization who would receive Prophylaxis and related supplies in the event of SNS deployment. May also include members of the general public once the Organization has completed services to its Identified Population.

Open Point of Dispensing (Open POD): An organization that collaborates with a Public Health agency to operate a dispensing location to distribute SNS assets outside its Identified Population to the general public during an emergency.

POD: Refers to the Open POD and/or Closed POD.

Prophylaxis: Medical countermeasures and related supplies designed to prevent the occurrence and spread of disease.

Strategic National Stockpile (SNS): A national repository of antibiotics, chemical antidotes, and antitoxins, life support medications, and medical supplies managed by the CDC. The SNS has pre-identified specific quantity of Prophylaxis and related emergency medical supplies designed to be delivered anywhere in the United States within twelve (12) hours of the decision to deploy. May include Vaccination Supplies.

Vaccination Supplies: Vaccine and medical supplies to administer the vaccine.

IV. To support the Organization as a POD, the Department shall:

- (1.) Provide Organization with vaccination supplies, to the extent available, and guidance for the storage, recordkeeping, and transportation of the vaccination supplies. This includes transfer of vaccination supplies to the Organization's custody and control from the Department.

- (2.) Provide Organization with available public health screening forms and educational materials to be used in conjunction with the Prophylaxis and other SNS assets for the Identified Population.
- (3.) Provide Organization with as much advance notice as is feasible of the decision to request and deploy SNS assets.
- (4.) Provide, to the extent sufficient SNS assets are allocated to the jurisdiction, SNS assets to Organization in quantities and delivery frequency requested by Organization.
 - A. Department acknowledges that Organization has finite cold and ultra-cold storage space for certain SNS assets and/or vaccination supplies and therefore agrees that it will not provide SNS assets and/or vaccination supplies in excess of the amounts and frequency that are requested by Organization.
 - B. Department agrees that Organization may receive the total SNS assets and/or vaccination supplies requested in separate installments based on a delivery schedule that is mutually agreed upon by the parties.
 - C. Organization reserves the right to reject any deliveries of any SNS assets and/or vaccination supplies that are received in violation of this MOA.
- (5.) Provide a point of contact at the Department who may provide training to Organization Pod staff on an as-needed basis.
- (6.) Assist Organization with the development of operational plans, communication procedures, reporting protocols, inventory management requirements, and administrative procedures as needed.
- (7.) As feasible and practical, assist Organization with supply and equipment needs required to operate as a POD.
- (8.) Assist Organization in requesting further support from federal or other state authorities as needed for Organization to successfully operate as a POD.
- (9.) Assist Organization in forwarding adverse event reports to jurisdictional health agencies.
- (10.) Assist Organization during its POD demobilization efforts.

V. To operate as a POD, Organization shall:

- (1.) Develop vaccine screening assessment for its Identified Population prior to dispensing of SNS assets and/or vaccination supplies.
- (2.) Distribute appropriate educational information using the forms, handouts, and other materials provided by the Department.

- (3.) Provide the Department with the number of individuals in the Identified Population detailing, to the extent possible, the number of adults and children who received Prophylaxis.
- (4.) Identify primary and secondary contacts for notifications and SNS asset transfer and/or vaccination supplies.
- (5.) Ensure that a medical dispensing or administering professional (physician or supervised professional operating under appropriate medical protocols, such as a pharmacist, Advanced Practice Registered Nurse (APRN), Physician Assistant (PA-C), or other medical professional authorized to dispense or administer at the time of the event) is on-site to oversee all dispensing operations, including the proper handling and storage of vaccination supplies.
- (6.) Provide to the Department the name and point of contact information of the individual who is expected to fill the medical license requirement listed in paragraph V(5) above and notify the Department when this information changes.
- (7.) Collect patient registration or occupational health forms for individuals of the Identified Population receiving Prophylaxis
- (8.) Maintain an inventory of Prophylaxis and related supplies received and dispensed.
- (9.) Ensure that no fee of any kind is charged for the SNS assets, and/or vaccination supplies, or any function associated with dispensing activities unless such fee is permitted by law. Organization shall comply with all billing laws, regulations, instructions, interpretative guidelines, and requirements established by governmental and commercial payers.
- (10.) Return any unused Prophylaxis and completed inventory forms and account for all medical countermeasures dispensed, to the Department.
- (11.) Contact the ESF-8 representative at the County Emergency Operations Center if additional Prophylaxis and related supplies are required to provide sufficient regimens for the Identified Population.
- (12.) Notify the Department if the Organization can provide Prophylaxis to the Patients, employees and their family members, contractors, and other essential personnel of another municipality located within Miami-Dade County. Seek and receive approval from the Department before proceeding.

VI. Organization demographic and contact information:

- A. Organization shall provide the following to Department: 1) the demographics of individuals in the Identified Population to receive Prophylaxis, and 2) contact information of Organization representatives to receive notification and authorized to accept custody of SNS assets and/or vaccination supplies.
- B. The information to be provided in VI(A) shall be reported substantially in the form of the template listed in Attachment A of this MOA.

- C. 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 to exceed thirty (30) days after such a change.

VII. Requirements for Organization to Operate as an Open POD

The parties acknowledge that, depending on the public health needs of the community, the Department may request to have Organization also operate as an Open POD. Upon such a request, the parties may negotiate and execute appropriate agreements necessary for the parties to jointly operate an Open POD location. The agreements will address, among other items, Organization's potential needs for additional SNS assets and/or vaccination supplies, site management resources, clinical personnel to dispense and/or administer Prophylaxis and cold vaccine storage equipment.

VIII. Financial Obligations of the Parties:

- A. Both parties are responsible for their own costs in performing their obligations under this Agreement.
- B. Designation and/or utilization of Organization as POD will not result in reimbursable transactions/costs between Organization and the Department unless otherwise specifically agreed upon by the parties in this MOA.
- D. In the event of dispute under this Agreement, both parties are responsible for their own attorney's fees and costs.

IX. Conditions, Amendments, and Termination:

- A. **Requests for Information, Confidentiality.** This MOA is governed for public records purposes by Chapter 119, Florida Statutes (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. Except to the extent required by law or court order, the parties agree to maintain strict confidentiality with regard to any and all information that comes into their possession as a result of this Agreement or any details pertaining to this MOA.
- B. **Information Security:** The Organization must maintain confidentiality of all data, files, and records including client records related to the services provided pursuant to this Agreement and will comply with state and federal laws, including, but not limited to, sections 384.29, 381.004, 392.65 and 456.057, F.S. Procedures must be implemented by the Organization to ensure the protection and confidentiality of all confidential matters. The Organization must also comply with any applicable professional standards of practice with respect to client confidentiality.
- C. **State Agency.** The Health Department is a State Agency or Subdivision and is self-insured through the State of Florida Risk Management Trust Fund, established pursuant

to section 284.30, F.S., and administered by the Florida Department of Financial Services. The Health Department certifies that it maintains, and agrees to continue to maintain during the term of this Agreement, general and professional liability protection coverage through the Risk Management Trust Fund, and certifies that this protection extends to the Health Department, its officers, employees, and agents, and covers statutory liability exposure to the limitations described in Section 768.28, F.S.

- D. **Insurance.** Organization agrees to maintain appropriate professional liability and general liability insurance or self-insurance to cover any liability of the party and its employees or subcontractors arising out of services performed under this MOA. The Health Department reserves the right to request a copy of the insurance for review.
- E. **Indemnification.** Each party will be liable for any damages resulting from the negligence of its employees or agents acting within the scope of their employment or agency, in accordance with Section 768.28, Fla. Stat. Nothing herein is intended to waive sovereign immunity by any party to whom sovereign immunity is applicable. Nothing herein shall be construed as consent by any party to be sued by a third party in any matter arising out of any contract.
- F. **Supervening Law; Severability.** Any provision of the 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.
- G. **Term.** The parties agree that this Agreement is effective upon signature of both parties and shall continue in full force and effect for a period of five (5) years from date of signature. It may be continued without change during that period, but must be reviewed annually by both parties. This MOA may be extended and renewed upon written agreement of the Parties.
- H. **Termination.** This MOA may be terminated:
- i. By mutual written agreement of the parties;
 - ii. By either party, without cause, and upon not less than 60 days prior written notice of the intended termination date; or
 - iii. By the non-defaulting party, upon a material breach of any other provision of this Agreement by the other party, if such breach is not cured within thirty (30) calendar days after written notice is provided to the alleged defaulting party.
- I. **Independent Contractor.** The parties expressly agree that no relationship of employer/employee, principal agent, lessee/lessor, 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.
- J. **Exclusivity.** This MOA is non-exclusive. Thus, the parties reserve the right to enter into similar agreements of understandings with other parties.
- K. **Entire Agreement; Amendment.** This MOA and its Attachments contains all the terms and conditions agreed upon by the parties and supersede all prior oral and written

agreements relating to the same subject matter. There are no provisions, terms, conditions, or obligations other than those contained herein. This MOA and the Attachments may be amended only in a writing signed by each of the parties. All previous agreements or arrangements, if any, related to the establishment of a Closed POD, made between the Department and the Organization, written or verbal, are hereby cancelled and superseded by this Agreement.

- L. **Third Party Beneficiaries.** Nothing in this MOA, express or implied, is intended to confer upon any other person, private or public, any rights or remedies of any nature whatsoever under or by reason of this Agreement, except as otherwise expressly provided herein. Nothing in this MOA is intended to restrict the authority of either party to act as provided by law or regulation, or to restrict any agency from enforcing any laws within its authority or jurisdiction.
- M. **Assignment.** This MOA may not be assigned by either party without the prior written consent of the other party; provided, that Organization may assign this MOA without the prior written consent of Department to any Organization affiliate or other entity that controls, is controlled by or is under common control with Organization. Any purported assignment in violation of this Section is void. Such written consent, if given, shall not in any manner relieve the assignor from liability for the performance of this MOA by its assignee.
- N. **Force Majeure.** Neither party shall be liable or be deemed in default of this MOA for any delay or failure to perform caused by acts of God, war, disasters, strikes, pandemic, or any similar cause beyond the control of either party.
- O. **Access to Records.** To the extent required by law, until the expiration of four (4) years after the furnishing of Services pursuant to this MOA, each party agrees to make available upon receipt of written request from the Secretary of Health and Human Services or the U.S. Comptroller General or any of their duly authorized representatives, this MOA and the books, documents and records that are necessary to certify the nature and extent of costs of Services provided by Organization hereunder.
- P. **Inspector General:** To the extent applicable, both parties acknowledge and understand their duty to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to section 20.055(5), F.S.
- Q. **Fair Market Value; Inducement of Referrals.** The parties acknowledge and agree that any fees and compensation to be paid by Department to Organization pursuant to this MOA do and will represent the fair market value for the services provided by Organization, have been and will be negotiated in an arms-length transaction, and have not been and will not be determined in a manner that takes into account the volume or value of any referrals or other business otherwise generated between the parties. The parties to this MOA specifically intend to comply with all applicable laws, rules and regulations, including the federal anti-kickback statute (42 U.S.C. 1320a-7b), the related safe harbor regulations and the Limitation on Certain Physician Referrals, also referred to as the “Stark Law” (42 U.S.C. 1395 (n)). Accordingly, no part of any consideration paid hereunder is a prohibited payment for the recommending or arranging for the referral of business or the ordering of items or services; nor are the payments intended to induce illegal referrals of business.

- R. **Use of Name.** Except as specifically permitted in this MOA, neither party will use the names or trademarks of the other party or any of the other party's affiliated entities in any news release, advertising, publicity, endorsement, promotion, or commercial communication without the prior written approval of the other party for the particular use contemplated.
- S. **Counterparts.** This MOA may be executed in any number of counterparts which, when taken together, will constitute one original, and photocopy, facsimile, electronic or other copies shall have the same effect for all purposes as an ink-signed original.
- T. **Survival.** The rights and obligations of the parties relating to confidentiality, indemnification, insurance, use of name, along with any other rights and obligations that expressly or by operation of law extend beyond this MOA, shall survive the termination, expiration, non-renewal, or rescission of this MOA.

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

CITY OF CORAL GABLES

**STATE OF FLORIDA, DEPARTMENT OF
HEALTH IN MIAMI-DADE COUNTY**

NAME

Dr. Yesenia Villalta, APRN, DNP, MSN
Administrator

DATE: _____

DATE: _____

FEID/ Tax ID: _____

Attachment A – Demographic and Contact Information

A. POD Demographic Information:

Organization's Identified Population:	Estimated Number of Persons to Receive Countermeasure:
Employees, Contractors and Essential Personnel:	817
Employee Family Members:	4110
Patients:	
Total Estimate:	4932

B. POD Location: Coral Gables Fire Rescue, 2151 Salzedo St., Coral Gables, FL 33134

C. POD Contact Information:

	Primary:	Secondary:
Name:	Daniel Amador	Eric Cos
Address:	2151 Salzedo St, Coral Gables, FL 33134	2151 Salzedo St, Coral Gables, FL 33134
Phone (O):	305-722-8619	
Phone (C.):	305-613-2753	786-486-4822
Email:	damador@coralgables.com	ecos@coralgables.com

D. POD representative authorized to accept SNS assets:

	Primary:	Secondary:
Name:	Daniel Amador	Eric Cos
Address:	2151 Salzedo St, Coral Gables, FL 33134	2151 Salzedo St, Coral Gables, FL 33134
Phone (O):	305-722-8619	
Phone (C.):	305-613-2753	786-486-4822
Email:	damador@coralgables.com	ecos@coralgables.com

E. Florida Department of Health Contacts:

	Primary:	Secondary:
Name:	Deputy Director of Public Health Preparedness or Designee	Cities Readiness Initiative Coordinator or Designee
Address:	8175 NW 12 th Street, Ste. 301 Doral, FL 33126	8175 NW 12 th Street, Ste. 301 Doral, FL 33126
Phone (O):	305-470-6936	305-470-6931
Phone (C.):	305-968-4343	786-606-1274
Email:	Jose.Lopez@flhealth.gov	

F. Emergency Operations Center (EOC) and ESF-8 Contacts:

	EOC	ESF-8
Name:		
Address:	9300 NW 41 st St. Doral, FL 33178	9300 NW 41 st St. Doral, FL 33178
Phone (O):		305-468-5823
Phone (C.):		
Email:		