

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: March 17, 2020 [X] Consent [] Regular [] Ordinance [] Public Hearing

Department: Department of Public Safety
Submitted By: Department of Public Safety
Submitted For: Division of Emergency Management

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to:

- A) approve Memorandum of Agreement (MOA) for Support Services for Emergency Distribution of Strategic National Stockpile with the Florida Department of Health (DOH) to establish a closed Point of Dispensing (POD) under the United States Department of Health, Cities Ready Initiative (CRI) program beginning upon execution and remain in effect until otherwise agreed by the parties; and
B) authorize County Administrator or designee to execute and approve amendments with the DOH for the above mentioned services.

Summary: Through the CRI, state and large metropolitan county health departments develop plans for delivering medical countermeasures in response to a large-scale bioterrorist event within 48 hours. The DOH wishes to collaborate with Palm Beach County to enhance its ability to respond to a catastrophic biological incident or other communicable threat of epidemic proportion. This MOA delineates responsibility of the DOH and the County, for activities related to the prophylaxis for the County's personnel that are activated and their immediate family members, under the CRI in the event of a nuclear, biological, or chemical emergency, catastrophic biological incident, or other communicable threat of epidemic proportion. DOH will provide the resources and training needed to supply a closed POD for County personnel that are activated. The continuity of operations is more likely when essential personnel are available to report and carry out their duties. While the majority of the population will be directed to open PODs established for the general public to receive medications, the County's activated personnel will report to this closed POD established specifically for County's personnel that are activated and their immediate family members to receive their doses. Countywide (LDC)

Background and Justification: The CRI Program is a federally funded nationwide project that focuses on enhancing preparedness in counties and major metropolitan statistical areas. The Bureau of Preparedness and Response, Community Preparedness Section works with county health departments to provide technical assistance and review plans for receiving, distributing, and dispensing of countermeasures. The level of preparedness is measured through annual assessments.

- Attachments:
1) Memorandum of Agreement with DOH
2) License Agreement

Recommended By: [Signature] for Stephanie Semona Alibao
Department Director Date

Approved By: [Signature]
Deputy County Administrator Date 2/26/2020

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact

| Fiscal Years | <u>2020</u> | <u>2021</u> | <u>2022</u> | <u>2023</u> | <u>2024</u> |
|---|-------------|-------------|-------------|-------------|-------------|
| Capital Expenditures | _____ | _____ | _____ | _____ | _____ |
| Operating Costs | _____ | _____ | _____ | _____ | _____ |
| External Revenues | _____ | _____ | _____ | _____ | _____ |
| Program Income (County) | _____ | _____ | _____ | _____ | _____ |
| In-Kind Match (County) | _____ | _____ | _____ | _____ | _____ |
| Net Fiscal Impact | <u>0*</u> | _____ | _____ | _____ | _____ |
| # ADDITIONAL FTE POSITIONS (Cumulative) | _____ | _____ | _____ | _____ | _____ |

Is Item Included In Current Budget? Yes ___ No X
 Does this item include the use of federal funds? Yes X No ___

Budget Account Exp No:
 Rev No:

B. Recommended Sources of Funds/Summary of Fiscal Impact:

*The CRI program is federally funded through the Center for Disease Control and Prevention. Funding is provided to states for further distribution to the local level. No rent is due for the use of the POD facility. The County is responsible for utility costs.

Departmental Fiscal Review: [Signature] 1/27/2020

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Dev. and Control Comments:

[Signature] 2/13/2020
 OFMB
 LH 2/12

[Signature] 2/24/2020
 Contract Administration
 2/24/2020 TW

B. Legal Sufficiency:

[Signature] 2/25/2020
 Deputy County Attorney

C. Other Department Review:

 Department Director

This summary is not to be used as a basis for payment.

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

BETWEEN FLORIDA DEPARTMENT OF HEALTH IN PALM BEACH COUNTY
And THE PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

This Memorandum of Agreement ("Agreement") is entered into between the Florida Department of Health in Palm Beach County, hereinafter referred to as the "Department," and The Palm Beach County Board of County Commissioners, hereinafter referred to as the "County."

RECITALS

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 the Strategic National Stockpile (SNS) assets, which includes medications and medical supplies, to the County portion of the MSA; and

WHEREAS, the Department approves the transfer of a pre-determined quantity of the aforementioned medication to the County; and

WHEREAS, the Department wishes to collaborate with the County to enhance its ability to respond to a catastrophic biological incident or other communicable threat 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 County, for activities related to the prophylaxis for the County's Public Safety Department (PSD), Division of Emergency Management (DEM) staff and activation personnel (Activation Personnel) and their immediate family members, under the CRI in the event of a Nuclear, Biological, or Chemical emergency, catastrophic biological incident, or other communicable threat of epidemic proportion.
- B. This Agreement serves as the Scope of Work between the County and the Department.

II. SCOPE

- A. The provisions of this Agreement apply to activities to be performed at the request of the Department in conjunction with the implementation of the Cities Readiness Initiative Response Plan, an appendix to the Department's Emergency Operations Plan.
- B. No provision in this Agreement limits the activities of the Department in performing 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 the response capacity needed for the prophylaxis of 100 percent of their populations within a 48-hour period in the event of a catastrophic public health emergency.
- B. Local Distribution Site (LDS): A temporary facility that receives, breaks down and processes the SNS Push-Pack and Managed Inventory for redistribution. Also referred to as Receipt, Storage and Staging (RSS).
- C. Point of Dispensing (POD): Location for dispensing medical countermeasures and related supplies to citizens in a public health emergency; may be a Public ("Open") POD open to the general public, or a ("Closed") POD established specifically for designated Employees and their immediate family members.
- 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 medical supplies, managed by the CDC, that can be delivered anywhere in the United States within 12 hours of the decision to deploy.

IV. THE PARTIES AGREE

A. The Department Agrees:

1. To designate, in part or in total, 2300 Vista Parkway, West Palm Beach FL 33411, as a Closed POD for Activation Personnel using the Strategic National Stockpile (SNS). This facility will be used only for a declared Nuclear, Biological, or Chemical emergencies to the extent that resources permit, to arrange for the delivery of quantities of medication, antidotes and/or vaccines to, the Closed POD, from the SNS in the event of a Nuclear, Biological, or Chemical emergency on a 24/7 schedule.
2. To provide sample descriptions of the various volunteer jobs to be assigned to the Employees or volunteers of the county.
3. To provide training of said Employees or volunteers of the county in dispensing said medication, antidotes and/or vaccines to Activation Personnel and their immediate families, and will provide sample copies of Patient Registration Forms and other documentation for the required accountability of these materials.
4. To review, approve and provide credentials to volunteers who complete Florida Department of Health "Volunteer Enrollment Application" forms (DH-1474, 10/05) (Attachment 1) with accompanying "Volunteer Personal References Questionnaires" (Attachment 2). Said volunteers will be covered by Workmen's Compensation in accordance with Florida Statute Title X Chapter 110.504, and be further provided with state liability protection as part of Florida Statute Chapter 768.28.
5. To include as an attachment to this Memorandum of Agreement, a License Agreement (Attachment 3) wherein the County will license a portion of their premises for temporary use by the DEM as a Closed Point of Dispensing for a limited time to be specified and concurrent with a declared incident. The volunteers of the county, will be classified as a volunteer providing a service to the State of Florida, pursuant to the definitions of section 110.501 and 1.01 F.S., the volunteers of the county will be entitled to the benefits set out in section 110.504, F.S. during the life of this License Agreement.
6. The coordination of the SNS assets will be determined jointly by the DEM Logistics Section and the Department in the event of a decision to distribute.
7. To provide sample copies of Client Registration Forms, educational materials and other resources in the event of a catastrophic public health emergency requiring the mass prophylaxis of the identified population, and other documentation for the required accountability of these materials.
8. To provide the DEM with as much advance notice as feasible of the decision to request and deploy SNS assets.
9. To provide the telephone number for the Health and Medical Unit at the EOC at (561) 712-6741, and the County Warning Point at (561) 712-6428.

B. The DEM Agrees:

1. To provide the Department with a census count of the number of Activation Employees and their immediate family members and estimates of the number of adults and children.
2. To provide adequate number of Employees or volunteers of the county to assist in the dispensing of the above-mentioned medication, antidotes and/or vaccines to all Employees without prejudice.
3. Employees or volunteers of the county, upon completing the required Client Registration Form, may pick up medication for themselves, their immediate family and neighbors and friends, up to 15 members in total.
4. Said distribution of medication or other medical materials is to be done under the supervision of a volunteer or staff medical professional who is authorized to dispense pharmaceuticals. Medical professionals authorized to dispense pharmaceuticals are defined as: Pharmacists (RPh/PharmD), Physicians (MD/DO), Physician Assistants (PA), Advanced Registered Nurse Practitioners (ARNP), or other medical providers registered as "dispensing practitioners" (Dentists, Podiatrists). In the absence of such a designated person, the Department

will attempt to arrange for a member of the Palm Beach County Medical Society, via their Medical Reserve Corps, to be at the site and be designated to supervise the dispensing of medication/medical supplies to the DEM staff and EOC Activation Employees.

5. Twice daily (at 12:00 pm and at 4:00pm) reporting and reconciliation of medication and/or medical materials dispensed and on-hand to the Department at the Health and Medical Unit Emergency Support Function-8 (ESF-8) at the EOC at (561) 712-6741.
6. Contacting the Health and Medical Unit at the EOC if additional medical countermeasures and related supplies are required to provide sufficient regimens for the intended population.
7. Ensuring that no fee of any kind is charged for the material or any function associated with the dispensing activities.
8. Returning to the Department all unused medication and related supplies, and completed Client Registration and Inventory Forms accounting for all of the medical countermeasures dispensed.

C. The County and the Department Mutually Agree:

1. **Effective and Ending Dates**
This Agreement shall become effective upon the signatures of both parties, and shall remain in effect until otherwise agreed by the parties.
2. **Termination. Termination at Will**
This Agreement, including referenced License 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, as a state agency, agrees to be fully responsible to the limits set forth in Section 768.28, F.S., for its own negligent acts which result in claims or suits against the Department or the County arising out of this Agreement, and agrees to be liable to the limits set forth in Section 768.28, F.S. for any damages proximately caused by said 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 any Agreement.

Section 768.28, F.S. (Waiver of Sovereign Immunity in Tort Actions) states in part in paragraph (9)(a) that "No officer, employee, or agent of the state or any of its subdivisions shall be held personally liable in tort or named as a party defendant in any action for any injury or damage suffered as a result of any act, event, or omission of action in the scope of her or his employment or function, unless such officer, employee, or agent acted in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety, or property."

Section 110.504, F.S. (Volunteer Benefits) states in paragraph (7) that volunteers shall be covered by Section 768.1355 (Florida Volunteer Protection Act) which states in part in paragraph (1), that "Any person who volunteers to perform any service for any nonprofit organization, shall be considered an agent of such nonprofit organization when acting within the scope of any official duties performed under such volunteer services."

4. **Federal Immunity**
The Public Readiness and Preparedness Act (PREP Act) (Title 42 USC § 247d-6d), in part, "authorizes the Secretary of the Department of Health and Human Services (Secretary) to issue a declaration (PREP Act declaration) that provides immunity from tort liability (except for willful misconduct) for claims of loss caused by, arising out of, relating to, or resulting from administration or use of countermeasures to diseases, threats and conditions determined by the Secretary to constitute a present or credible risk of a future public health emergency to entities and individuals involved in the development, manufacture, testing, distribution, administration, and use of medical countermeasures. A PREP Act declaration is specifically for the purpose of providing immunity from tort liability, and is different from, and not dependent on, other emergency declarations."

5. Relationship
Nothing herein shall create or be construed to create an employer-employee, agency, joint venture, or partnership relationship between the parties.
6. 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. The County Administrator is authorized on behalf of Palm Beach County to execute and approve amendments for the purpose of adding or deleting Closed PODS along with any corresponding terms and conditions required to implement the addition or deletion of the Closed PODS. Any such amendment will be executed by the Department, and the County by and through the County Administrator, and then filed with the Board of County Commissioners of Palm Beach County. Such amendments may be executed in counterparts.
7. Official Representatives
 - a. For The Department:

Name: Lisa Vreeland
 Title: Public Health Preparedness Manager
 Organization: Florida Department of Health in Palm Beach County
 Mailing Address: 800 Clematis Street, West Palm Beach, FL 33401
 Telephone/Fax: 561-671-4016 / Fax 561-837-5197
 E-mail: Lisa.Vreeland@FLHealth.gov
 - b. For the County:

Name: Stephanie Sejnoha
 Title: Public Safety Department Director
 Organization: Palm Beach County Board of County Commissioners
 Mailing Address: 20 S. Military Trail, West Palm Beach, FL 33415
 Telephone/Fax: 561-712-6470 / Fax 561-712-6490
 E-mail: ssejnoha@pbcgov.org

Reference Information from the EOC

Number of Employees: Total 500 Full Time: 500 Part time: 0
 Number of Adults/Children (EST): Total: 2550 Full Time: Adults: 500 Children: 2050

M-POD Contacts:

(1) Name: Jeffrey Alan Childs Address: 20 S Military Trail City: West Palm Beach
 State: FL Zip Code: 33415 Telephone: 561-712-6320 Cell: 804-651-3284
 E-mail: jchilds@pbcgov.org

(2) Name: Mary Blakeney Address: 20 S Military Trail City: West Palm Beach
 State: FL Zip Code: 33415 Telephone: 561-712-6549 Cell: 561-319-8494
 E-mail: mblakene@pbcgov.org

8. All Terms and Conditions Included:
This Agreement, and its attachments as referenced, 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 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, the remainder of the Agreement shall remain in full force and effect and such term or provision shall be stricken.

END OF TEXT

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Agreement on behalf of the COUNTY and Florida Department of Health in Palm Beach County has hereunto executed and made this Agreement on behalf of DOH.

ATTEST:
SHARON R. BOCK
CLERK AND COMPTROLLER

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

By: _____
Deputy Clerk

By: _____
Mayor

Florida Department of Health in Palm Beach County

By: _____
Signature

By: _____
Printed Name and Title

APPROVED AS TO TERMS AND CONDITIONS

By: _____
Department Director

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: _____
County Attorney



VOLUNTEER ENROLLMENT APPLICATION

Last Name First Name Middle Name

Mailing Address City State Zip Code

Work Phone Number Home Phone Number Cell Phone Number

Email Address Emergency Contact Telephone Number

What type of volunteer position are you interested in? _____

List any professional license, registration, or certificate you currently possess (include certificate/license numbers): _____

List any special skills, interests, or hobbies: _____

List two personal references not related to you whom you have known for more than one year:

| | |
|------------------------------|------------------------------|
| _____ NAME | _____ NAME |
| _____ ADDRESS | _____ ADDRESS |
| _____ CITY/STATE ZIP CODE | _____ CITY/STATE ZIP CODE |
| _____ PHONE NUMBER | _____ PHONE NUMBER |

List your most recent volunteer or employment experience:

| | | |
|--------------------|--|---------------------------|
| _____ EMPLOYER | _____ COMPLETE MAILING ADDRESS | _____ TELEPHONE NUMBER |
| _____ JOB TITLE | _____ DATES OF VOLUNTEER/EMPLOYMENT | |

Circle the days you are available to volunteer: Sunday Monday Tuesday Wednesday Thursday Friday Saturday

Specify the hours you are available to volunteer: From: _____ To: _____

Have you ever been convicted of, or plead nolo contendere to a driving or criminal offense?
Yes _____ No _____ If answer is yes, please explain (including types of offenses and dates):

VOLUNTEER ENROLLMENT APPLICATION

It shall be a misdemeanor of the first degree to fail to disclose, by false statement, misrepresentation, impersonations or other fraudulent means, any material fact used in making a determination as to a person's qualifications to work as a volunteer.

I understand that, to protect persons served by the department, a routine check through law enforcement, license bureaus, agency files, and references may be made. I understand that a criminal offense will not automatically exclude me from all volunteer positions; however, certain convictions will exclude me from volunteering in some positions. I understand that if I answered no to the criminal offense question on the front of this application and a record should be obtained, it will prevent me from volunteering for the department regardless of the offense. I understand upon submission of this application it becomes public record.

I understand and agree that all information as it relates to persons served by the department is to be held confidential in compliance with Florida Statutes. All information that should come to my attention and knowledge as privileged and confidential will not be disclosed to anyone other than authorized personnel and that I shall conduct myself in accordance with the departmental security policies. I understand that failure to comply may result in criminal prosecution.

I affirm that all information on this application is true and correct.

Signature _____

Date _____

**INTERVIEWER'S COMMENTS
(For Agency Use Only)**

Date of Interview: _____ Interviewer's Name: _____

Screening Required: Yes _____ No _____ Date Screening Completed: _____

Date Orientation Completed: _____

**WORK ASSIGNMENT
(For Agency Use Only)**

Program _____ Location _____

Supervisor _____ Date of Placement _____

It is unlawful for an employer to refuse or deprive any individual of volunteer opportunities because of race, color, religion, sex, national origin, age, marital status, or handicap. Applicants who believe they have been discriminated against may file a complaint with the Florida Commission on Human Relations, 325 John Knox Road, Suite 240, Tallahassee, FL 32399-1570.



VOLUNTEER PERSONAL REFERENCE QUESTIONNAIRE

Name of Volunteer/Intern Applicant Community Date Completed

As required by section 110.503, Florida Statutes and section 60L-33.006, Florida Administrative Code, reference checks must be completed for the above applicant. This applicant wishes to provide volunteer services to clients of the Department of Health. Your name has been given as a personal reference, and we would appreciate your comments on the following questions:

- 1. How long have you known the volunteer applicant?
2. To your knowledge, has the applicant ever been convicted of a crime?
3. Do you consider him/her to be of good moral character? If no, please explain.

[Blank lines for answer to question 3]

- 4. Do you know of any reason why the applicant should not be trusted with or around children or persons with disabilities?

If yes, please explain:

[Blank line for explanation]

- 5. Would you consider placing the responsibility of a child or a person with disabilities who is related to you with the applicant?
6. Do you have any additional comments concerning the applicant's character or reliability?

[Blank line for additional comments]

- 7. What is your relationship to the applicant?

[Blank line for relationship]

Reference Signature

Name (please print)

Address

Telephone

City State Zip

Upon completion, please return this form to: Shamilla Lutchman, SNS/CRI Coordinator, Florida Department of Health in Palm Beach County, Public Health Preparedness, 800 Clematis Street, West Palm Beach, FL 33401

LICENSE AGREEMENT

This Agreement, by and between Palm Beach County Board of County Commissioners(County) (the "Lessor") and the Florida Department of Health in Palm Beach County (the "Lessee") as follows:

1. PREMISES: Lessor donates to Lessee the temporary use of the following described property:
Rooms **1W-47 AND 1W-50** (a/k/a the "property") at **2300 Vista Parkway, West Palm Beach FL 33411 (Exhibit A)**. The property shall be used during the term of the license by the Lessee as a Point of Dispensing (POD) for dispensing materials from the Strategic National Stockpile (SNS) as a measure to protect the public health.
2. TERM: Upon receipt of written notification or telephone communication from the Lessee that the SNS has been activated due to a medical emergency, the Lessor will immediately make ready the premises described in Paragraph 1 of this Agreement, and notify its Employees and volunteers of the county to report for medication dispensing duties. From that date of notification and for a period not to exceed seven (7) days, the Lessee will use the license premises as a POD for the dispensing of medication to the Lessor's employees, according to the plans established by the Memorandum of Agreement between the Lessee and the Lessor. This Agreement will terminate at the end of the seven (7) days, as described above, unless amended or cancelled in writing. See paragraph 8.
3. RENT: No rent or any additional consideration is due to or from either party.
4. ASSIGNMENT AND SUBLETTING: The Lessee shall make no unlawful, improper, or offensive use of the premises; nor assign or sublet any part of said premises without the written consent of the Lessor; and Lessee shall quit and deliver up said premises at the end of said term in as good condition as they were at the beginning of said term, excepting only ordinary wear, decay, and damage by the elements.
5. VOLUNTEER NATURE OF AGREEMENT: By virtue of donating the temporary use of the premises under this Agreement, Lessor is a volunteer providing a service to the State of Florida pursuant to the definitions of sec. 110.501(1), F.S. and sec. 1.01(3), F.S. and Lessor therefore is entitled to appropriate benefits set out in sec. 110.504, F.S. during the Lessee's use of the premises, as described in Paragraph 2, for a period not to exceed 7 days.
6. MAINTENANCE AND REPAIRS: N/A
7. TAXES: N/A
8. AMENDMENT OR CANCELLATION: Any amendment must be in writing and signed by both parties. Any cancellation must be in writing and hand-delivered or FAX'd to a party signatory. The County Administrator is authorized to execute terminations or amendments to extend on behalf of the Board of County Commissioners, Palm Beach County.
9. LESSOR'S ACCESS TO PREMISES: Lessor reserves the right to inspect the premises upon reasonable prior notice to the Lessee.
10. SCOPE OF USE: The Lessee is entitled to quiet enjoyment of the premises and shall not be evicted or disturbed in possession of the premises so long as Lessee complies with the terms of this Agreement. This Agreement shall be binding upon the heirs and assignees of all parties.
11. UTILITIES: The Lessor shall be responsible for all utilities, deposits, and charges including charges for water, sewage, and trash pick-up during the term of this Agreement. As the materials for an anthrax episode are oral antibiotics in unit dose bottles, there will be no hazardous materials.
12. AUTHORITY: The signatories below possess authority to enter into this Agreement on behalf of their principals. This Agreement is effective on the date of the last signature on the Agreement, and no amendments or side agreements exist except as provided in paragraph 8.

