



AGENDA ITEM REQUEST

ORIGINATING DEPARTMENT: Fire-Rescue

ROUTING:

CITY MANAGER: _____ DATE: _____

City Manager approval to begin procedures.

SIGNATURE: _____

PURCHASING: _____ DATE: _____

PURCHASING APPROVAL: _____ SIGNATURE: _____

LEGISLATIVE AIDE: _____ DATE: _____

CITY ATTORNEY: _____ DATE: _____

ITEM REQUEST:

Staff recommends that the Commission approve entering an agreement with the Broward County Health Department (BCHD) to open and operate a public Point of Dispensing (POD) to vaccinate the public against the H1N1 influenza virus. In the event of a national health emergency, this agreement will authorize the Fire Chief to execute all related documents. Staff also recommends that the Commission approve funding, as appropriate, to administer the program.

FUNDING SOURCE: 135-0000-525.52-90 – Emergency Management

AMOUNT: \$30,000

CENTRAL SERVICES DIRECTOR
SIGNATURE:

ATTACHED EXHIBITS:

Broward County Health Department Memorandum of Agreement.

SUMMARY EXPLANATION/BACKGROUND INFORMATION/JUSTIFICATION:

According to the World Health Organization (WHO), the H1N1 influenza virus has reached "pandemic" status. Because health officials believe the virus will become more widespread in Broward County, the Health Department has requested that the City of Sunrise enter into an agreement with the BCHD for the activation and operation of a public Point of Dispensing (POD) for H1N1 vaccine and medical supplies in the event of a national health emergency.

The City was approached by the Health Department because the scale of this vaccination program exceeds the resources of the Broward County Department of Health. As such, they are asking the larger cities in the County with more resources to become dispensing sites, primarily for any resident in Broward County. Staff believes the City should participate because the H1N1 vaccination program is critical to protecting the health of all people and maintaining the viability of the entire community and region. By signing the Memorandum of Agreement (MOA), the City and the Health Department agree to abide by the terms, conditions and responsibilities of the parties for the administration of the vaccine that is supplied by the federal government and delivered by the Broward County Department of Health. While the medical supplies will be provided by the federal government, the City may incur administrative costs and costs for supplies staff believes will improve service to our residents. Different locations for the public POD are being considered. Upon approval from the Commission to sign the MOA and fund incidental expenses, staff will work with our community partners to find a location, which will cause the least amount of inconvenience and disruption for our residents, while providing a vital service to the people of Broward County.

The agreement would be incorporated into the City's Comprehensive Emergency Operations Plan (CEOP).

DEPARTMENT HEAD RECOMMENDATION:

Approval.

PERSON WITH ADDITIONAL INFORMATION:

NAME: Norm Rynning PHONE: 746-3453

DEPARTMENT HEAD SIGNATURE: _____
Norm Rynning, Fire Chief

CITY MANAGER RECOMMENDATIONS:

Approved for Agenda placement.

SIGNATURE: _____ (CITY MANAGER)

SUNRISE, FLORIDA

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF SUNRISE, FLORIDA, APPROVING AN AGREEMENT WITH THE STATE OF FLORIDA, DEPARTMENT OF HEALTH, BROWARD COUNTY HEALTH DEPARTMENT (BCHD) TO OPEN AND OPERATE A PUBLIC POINT OF DISPENSING (POD) AND UTILIZING CITY STAFF TO VACCINATE THE PUBLIC AGAINST THE H1N1 INFLUENZA VIRUS, AUTHORIZING THE FIRE CHIEF TO EXECUTE ALL RELATED DOCUMENTS AND ANY ADDITIONAL DOCUMENTS REQUIRED IN THE EVENT OF A NATIONAL HEALTH EMERGENCY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the World Health Organization (WHO) had determined that the H1N1 influenza virus has reached pandemic status; and

WHEREAS, the State of Florida, Department of Health, Broward County Health Department (BCHD) is coordinating the distribution of the H1N1 vaccine in conjunction with the U.S. Department of Health and Human Services and the Centers for Disease Control; and

WHEREAS, due to the fact that the scale of the H1N1 vaccination program exceeds the resources of the State of Florida, Department of Health, Broward County Health Department (BCHD), the City of Sunrise was approached to participate in the vaccination program by becoming a Point of Dispensing (POD) site and utilizing City staff in this effort; and

WHEREAS, on April 28, 2009, the Sunrise City Commission approved a Memorandum of Agreement with the Broward County

Health Department that identified the Sunrise Civic Center as a Point of Dispensing (POD) site;

WHEREAS, staff believes that the City of Sunrise should participate because the H1N1 vaccination program is critical to protecting the health of all people and maintaining the viability of the entire community and region; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF SUNRISE, FLORIDA:

Section 1. Agreements between the City of Sunrise and the State of Florida, Health Department, Broward County Health Department (BCHD) to become a Point of Dispensing (POD) to vaccinate the public against the H1N1 virus and to provide staff to administer the vaccine are hereby approved. Copies of the Agreements are attached hereto and made a part of this Resolution as Exhibits "A" and "B."

Section 2.The Fire Chief is hereby authorized to execute these Agreements and all necessary documents in connection with these Agreements and any additional documents required in the event of a National Health Emergency.

Section 3. Effective Date. This Resolution shall be effective immediately upon its passage.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2009.

Mayor Roger B. Wishner

Authentication:

Felicia M. Bravo
City Clerk

MOTION: _____
SECOND: _____

ALU: _____
ROSEN: _____
SCUOTTO: _____
SOFIELD: _____
WISHNER: _____

Approved by the City Attorney
as to Form and Legal Sufficiency. _____
Stuart R. Michelson

**MEMORANDUM OF AGREEMENT FOR ENTITIES OPERATING
PUBLIC POINTS OF DISPENSING (PODs)**

THIS MEMORANDUM OF AGREEMENT made this ____ day of _____, 2009 by and between the State of Florida, Department of Health, Broward County Health Department (BCHD) and _____(ENTITY).

WHEREAS, Health and Human Services (HHS) Secretary Michael O. Leavitt issued a Declaration for the Use of the Public Readiness and Emergency Preparedness Act (PREP ACT) dated January 26, 2007 and amended on November 30, 2007 and October 17, 2008 with respect to certain avian influenza viruses; and,

WHEREAS, on April 26, 2009, Acting HHS Secretary Charles Johnson determined that a nationwide Public Health Emergency existed with potential to national security; and,

WHEREAS, on June 11, 2009 the WHO Director, General Dr. Margaret Chan, issued a statement raising the level of pandemic influenza alert to Phase 6, beginning the 2009 Influenza Pandemic;

WHEREAS, on June 19, 2009 the Secretary issued a PREP Act declaration identifying the pharmaceutical Tamiflu and Relenza as “covered countermeasures” to address the threat of or actual human influenza that results from the infection of humans with highly pathogenic avian influenza A viruses including the swine H1N1 virus; and,

WHEREAS, on June 25, 2009 the HHS Secretary issued a PREP Act declaration similarly identifying the 2009 H1N1 vaccines as a “covered countermeasure” for that same purpose; and,

WHEREAS, on July 14, 2009 the Food and Drug Administration issued an Emergency Use Authorization letter expanding uses of Tamiflu for treatment and prophylaxis of influenza; and,

WHEREAS, following her confirmation by the Senate as Secretary of HHS, on July 24, 2009 Secretary Kathleen Sebelius renewed the Public Health Emergency declaration of April 26, 2009,

NOW, THEREFORE, in consideration of the mutual covenants herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

I. RECITALS

The Parties mutually agree that the foregoing Whereas clauses are true and correct and are incorporated by reference.

II. PURPOSE

To provide the “covered countermeasure” 2009 H1N1 vaccines to Broward County residents and visitors. This Memorandum of Agreement establishes the terms, conditions and responsibilities of the parties for the administration of the vaccine, which vaccine will be delivered into Florida by the federal government and its agents.

III. LEGAL AUTHORITY

- a. Sections 381.0011(5), (11), Florida Statutes, Duties and Powers of the Department of Health

- b. Section 381.003(1)(d),(1)(e), Florida Statutes, Communicable Diseases and AIDS Prevention and Control

IV. DEFINITIONS

- a. Administration or Administer – the obtaining and giving of single doses of vaccine by a legally authorized person to a patient. Sec. 465.003(1), Florida Statutes.
- b. CDC – Centers for Disease Control
- c. Florida SHOTS – the centralized online immunization registry described at Sec. 381.003(1)(e), Florida Statutes and Rule 64E-3.046(6)-(8), Florida Administrative Code.
- d. PPE – Personal Protective Equipment
- e. Vaccine – the 2009 influenza A (H1N1) monovalent vaccine distributed for the US Department of Health and Human Services and the CDC.
- f. POD- Point of Dispensing

V. INTENDED BENEFICIARIES. NO PRIVATE RIGHT CREATED.

This Memorandum of Agreement is binding on the parties, their heirs-at-law, and their assigns and successors in interest as evidenced by their signatures and lawful executions below, and does not create or confer any right or benefit on any other person or party, private or public. Nothing in this Memorandum of 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.

VI. BCHD RESPONSIBILITIES

- a. Shall provide Public Health experts to ENTITY, as needed, to resolve technical questions either by telephone or onsite as applicable.
- b. Shall assist ENTITY, as BCHD deems appropriate, with H1N1 flu vaccination sites and activities related to the administration of the vaccine.
- c. Shall provide ENTITY with the Influenza A (H1N1) 2009 monovalent vaccine, necessary vaccination supplies and PPE as recommended by the CDC. Should options be offered by the CDC, the BCHD shall in its sole discretion select the appropriate option.
- d. Shall schedule vaccination sites and advertise their locations and times of operation. Nothing precludes the ENTITY from advertising locations and times of operation provided; however, the ENTITY locations and hours of operation are not changed without first providing three days advance written notice to Broward County Health Department.
- e. Shall provide ENTITY with medical, nursing, and support staff as BCHD deems appropriate to work with assigned ENTITY volunteers at the identified sites.
- f. Shall provide training to ENTITY POD staff as required.
- g. Shall determine, in its sole discretion, the number of vaccination stations required at the PODs based upon the availability of BCHD staff, ENTITY staff and volunteers, all of whom must be qualified and appropriately licensed.
- h. Shall provide the ENTITY the storage and handling requirements set forth by the federal government and/or the manufacturer including compliance with cold chain requirements.

VII. ENTITY RESPONSIBILITIES

- a. Acknowledges that it is acting independently as a health care entity and has executed the 2009 Influenza A (H1N1) monovalent vaccine-Vaccine Provider Agreement and the Memorandum of Agreement for the administration of the 2009 Influenza (H1N1) monovalent vaccine to the

members of the public, copies of which are attached hereto and incorporated herein as if set forth in full.

- b. Shall provide air conditioned structures that can serve no less than 10 vaccination stations (or other mutually agreed upon number of stations) which shall be referred to as Points of Dispensing (PODs) and shall be compliant with CDC standards.
- c. Shall provide an administrative area within the POD to process both incoming and outgoing recipients of the vaccine.
- d. Shall provide secured air conditioned storage and/or an electrical supply source sufficient to operate refrigeration units to store the vaccine, and necessary vaccination supplies, consistent with the storage and handling requirements set forth by the federal government and/or the manufacturer including compliance with cold chain requirements at or within the POD site.
- e. Shall not deny services to any person regardless of their place of residence.
- f. Shall not charge recipients, health insurance plans, or other third party payers for the vaccine, the syringes or the needles as these are provided at no cost.
- g. Shall not sell or use outside the direction of the BCHD the H1N1 vaccine, syringes or needles.
- h. Shall provide clerical and administrative support staff to assist BCHD staff with the proper documentation of the immunization during the hours of operation of the ENTITY POD.
- i. Shall provide a sufficient number of law enforcement officers, security staff, and other necessary personnel to assure the orderly processing of people seeking the vaccine prior to the opening the POD and during and subsequent to the closing of the POD as deemed appropriate by the ENTITY.
- j. Shall provide electric service sufficient to operate vaccination stations for each site within ENTITY's jurisdiction.
- k. Shall provide an EMS unit assigned to the POD during the hours of operation.

VIII. FEDERAL IMMUNITY

The PREP Act sets forth the immunity for "covered persons" from tort claims related to, in this case, "covered countermeasure" for the Swine H1N1 Virus. For the purposes of this Agreement, ENTITY is 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, ENTITY shall 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).

IX. INDEMNIFICATION

Each party who is a state agency or subdivision, as defined in Section 768.28, Florida Statutes, agrees to be fully responsible only to the extent provided by Section 768.28, Florida Statutes, for its sole negligent acts or omissions or tortious acts of its own employees, agents or principals which result in claims or suits against the other party (parties), and agrees to be liable for any damages proximately caused by said acts or omissions or torts. Nothing herein is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity applies. Nothing herein shall be construed as 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 MOA. No state agency or subdivision indemnifies any other party or person beyond the extent permitted under the law, no matter what the circumstances.

X. INSURANCE

Each Party, to the extent applicable, shall maintain at its sole expense ordinary property and liability insurance.

XI. WAIVER

No failure of any party to enforce any term hereof shall be deemed to be a waiver.

XII. DISPUTE RESOLUTION

Any dispute arising from this MOA is to be resolved according to Florida law. Such disputes may be resolved only in the courts of the Seventeenth Judicial Circuit of Florida or the Southern District Federal Court. In any such legal action, venue lies in Broward County, Florida.

XIII. TERMINATION AT WILL

This Memorandum of Agreement may be terminated by either Party upon no less than five (5) days written notice to the other Party, without cause, unless a lesser time is mutually agreed upon in writing by both Parties.

XIV. MODIFICATION

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

XV. TERM

The term of this Agreement is for one (1) year from the stated effective date unless extended by mutual agreement of the parties.

XVI. STATUS OF PARTIES

The Parties expressly intend that as to this Memorandum of Agreement, the Parties shall be independent contractors, have no relationship other than the one created by this Memorandum of Agreement, and shall not receive any benefits other than those expressly provided herein. Further, the Parties expressly intend that no agent, contractor, employee of one party shall be deemed to be an agent, contractor or employee of the other Party.

XVII. NOTICE

When any of the parties desire to give notice to the other, such notice must be in writing, sent by Certified U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified or in person with proof of delivery. The place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving notice:

For BCHD:
Paula M. Thaqi, MD, MPH
Director
780 SW 24th Street
Fort Lauderdale, Florida 33315

For Entity:

XVIII. CONSTRUCTION

This Memorandum of Agreement shall be construed as if it were jointly prepared by both parties and there shall be no presumption that any ambiguity in this Agreement shall be taken, interpreted, or construed against either party.

XIX. SEVERABILITY

If any provision of this MOA 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.

IN WITNESS THEREOF the Parties hereto have caused this 5 page Memorandum of Agreement to be executed by their duly authorized officials.

For Broward County Health Department:

For Entity:

Paula M. Thaqi, MD, MPH
Director
780 SW 24th Street
Fort Lauderdale, Florida 33315

Title: _____
Address: _____

**2009 Influenza A(H1N1) Monovalent Vaccine
Vaccine Provider Agreement**

This Agreement made this ___ day of _____, 2009 by and between the State of Florida, Department of Health, Broward County Health Department (BCHD) and _____ (hereinafter "Applicant or Immunization Provider")

License: _____

H1N1 Immunization Provider Names and applicable medical/nursing licensure numbers

of _____
Facility Name

Address of primary facility

Address for receipt of vaccine

Your participation in the 2009 Influenza A(H1N1) monovalent vaccine vaccination effort is greatly appreciated as a vital service that will protect individuals and the public against 2009 H1N1 influenza. The 2009 Influenza A(H1N1) monovalent vaccine has been purchased by the federal government as a means of protecting the public against 2009 H1N1 influenza. It is being made available to immunization providers working in partnership with state and local public health departments to vaccinate individuals for whom the vaccine is recommended. This Provider Agreement specifies the conditions of participation in the 2009 Influenza A(H1N1) monovalent vaccine vaccination effort in the U.S. and must be signed and submitted to the immunization program prior to receipt of the vaccine.

In consideration of the mutual covenants herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

The BCHD agrees to:

1. Provide the 2009 Influenza A(H1N1) monovalent vaccine distributed for the U.S. Department of Health and Human Services and the Centers for Disease Control to Immunization Provider.

The Immunization Provider agrees to:

1. Administer the 2009 Influenza A(H1N1) monovalent vaccine according to the recommendations of CDC's Advisory Committee on Immunization Practices as adopted by the Centers for Disease Control and Prevention.
2. Store and handle the vaccine in accordance with the package insert provided with the vaccine including in compliance with cold chain requirements.
3. Provide a current Vaccine Information Statement to each individual before vaccination, and answer questions about the benefits and risks of vaccination, including different indications for live versus inactivated vaccines.
4. Record in the patient's medical record or in an office log the date of administration, the site of administration, the vaccine type and lot number, and the name of the immunization provider for each individual vaccinated. The record must be kept for a minimum of three years following vaccination.
5. Report moderate and severe adverse events following vaccination to the Vaccine Adverse Event Reporting System (1-800-822-7967, <http://vaers.hhs.gov/contact.htm>).

In addition, the Provider:

6. Can not charge patients, health insurance plans, or other third party payers for the vaccine, the syringes or the needles as these are provided at no cost to the provider. The provider/facility is also prohibited from selling H1N1 vaccine, syringes or needles.
7. May charge a fee for the administration of the vaccine to the patient, their health insurance plan, or other third party payer. The administration fee cannot exceed the regional Medicare vaccine administration fee. If the administration fee is billed to Medicaid, the amount billed cannot exceed the state Medicaid administration fee.
8. May either administer the 2009 Influenza A (H1N1) monovalent vaccine for free to individuals who cannot afford the administration fee, or refer these individuals to a public health department clinic or affiliated public health provider for vaccination.
9. Must report the number of doses of 2009 Influenza A (H1N1) monovalent vaccine administered to individuals as requested by the state or local public health department.
10. Must report to the state health department the number of doses of vaccine that were not able to be used because the vaccine expiration date was exceeded or the vaccine was wasted for other reasons. These doses must be disposed of in accordance with Rule 64E-16, F.A.C. (Biomedical Waste).
11. Are strongly encouraged to provide an immunization record card to the vaccine recipient or parent/guardian to provide a record of vaccination, to serve as an information source if a Vaccine Adverse Event Reporting System report is needed, and to serve as a reminder of the need for a second dose of vaccine (if necessary). Immunization cards will be included in each shipment of vaccine.
12. U.S. Code - Public Readiness and Emergency Preparedness Act

[42 USC Sec. 247d – 6d](#)
[42 USC Sec. 247d – 6e](#)

Note: The PREP Act immunizes "covered persons" from a wide list of tort claims (does not create a long list of immunized persons). The immunity is immunity from suit – much stronger than the sovereign immunity under Florida Statutes.

The definition of a "covered person" is broad. Covered persons include the federal government, manufacturers, distributors, program planners, entities such as hospitals, and people such as physicians qualified to administer the countermeasure. 42 U.S.C. § 247d-6d(i)(7)-(7)(A)(ii). Therefore, physicians, nurses and anyone else who administers the vaccine at the direction of a physician are "covered persons" for purposes of federal PREP Act immunity.

"[The] covered person shall 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).

IN WITNESS THEREOF the Parties hereto have caused this Agreement to be executed by their duly authorized representatives.

For Broward County Health Department:

For Immunization Provider:

Paula M. Thaqi, MD, MPH
Director
780 SW 24th Street
Fort Lauderdale, Florida 33315

Title: _____
Address: _____

