

**CITY OF MIDDLEBURG HEIGHTS, OHIO**

Resolution No. 2021- **46**

Introduced By: Mayor Matthew Castelli

**A RESOLUTION  
AUTHORIZING THE MAYOR TO ENTER INTO A  
MEMORANDUM OF UNDERSTANDING WITH CUYAHOGA COUNTY AND  
THE CUYAHOGA COUNTY BOARD OF HEALTH IN RESPONSE TO THE  
COVID-19 PANDEMIC**

WHEREAS, collaboration between the County, the Cuyahoga County Board of Health (CCBH) and the City of Middleburg Heights enhances Cuyahoga County's ability to respond to the COVID-19 pandemic; and

WHEREAS, the CCBH coordinates vaccination operations through both public and private points of dispensing; and

WHEREAS, the City of Middleburg Heights desires to engage in vaccination activities to support the provision of emergency public health services to populations affected by the COVID-19 pandemic.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MIDDLEBURG HEIGHTS, STATE OF OHIO, AS FOLLOWS:

Section 1: That the Mayor is hereby authorized to enter into a Memorandum of Understanding with the County and the Cuyahoga County Board of Health to engage in vaccination activities to support the provision of emergency public health services to populations affected by the COVID-19 pandemic, a copy of which is attached hereto and marked "Exhibit A".

Section 2: That the Cuyahoga County Department of Public Safety and Justice Services will reimburse the City of Middleburg Heights for work associated with the CCBH vaccination efforts, not to exceed \$150,000.00.

Section 3: It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal actions were in meetings open to the public, in compliance with all legal requirements, including Chapter 107 of the Middleburg Heights Code and Section 121.22 of the Ohio Revised Code.

Passed: 6-8-21

David Brutto  
President of Council

Attest: m meala  
Clerk of Council

Approved On: 6-9-2021

Presented to Mayor: 6-9-21

Matthew Costello  
Mayor

	Yea	Nay
Bortolotto	<u>X</u>	_____
Ali	<u>X</u>	_____
Sage	<u>X</u>	_____
Meany	<u>X</u>	_____
McGregor	<u>X</u>	_____
Ference	<u>X</u>	_____
Grech	<u>X</u>	_____

I, m meala Clerk of  
the Council of the City of Middleburg Hts., Ohio,  
hereby certify that Res 2021-46  
adopted by the Council of the City of Middleburg  
Hts., on 6-8-21 was posted for a period  
of fifteen days, beginning 6-10-21  
and remained so posted for fifteen days at the two  
posting places as designated by Charter.

m meala  
Clerk

**CERTIFICATE**

I, m meala, Clerk of Council of the City of Middleburg Heights, Ohio, do  
hereby certify that the foregoing is a true and accurate copy of Res 2021-46  
passed on the 8 day of June 2021 by said Council.

m meala  
Clerk of Council

**MEMORANDUM OF UNDERSTANDING**

-between-

**CUYAHOGA COUNTY**

-and-

**CUYAHOGA COUNTY BOARD OF HEALTH**

-and-

**CITY OF MIDDLEBURG HEIGHTS**

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This agreement ("**Agreement**") is made by and between **Cuyahoga County ("County")**, **Cuyahoga County Board of Health ("CCBH")**, and the **City of Middleburg Heights ("Jurisdiction")** to engage in vaccination activities to support the provision of emergency public health services to populations affected by the COVID-19 Pandemic.

**A. Background**

In its jurisdiction, CCBH coordinates vaccination operations through both public and private points of dispensing ("POD"). The collaboration between the County, CCBH, and the Jurisdiction enhances Cuyahoga County's ability to respond to the COVID-19 Pandemic. The Ohio State Board of Emergency, Medical, Fire, and Transportation Services (EMFTS Board) passed the following motion on August 19, 2020:

The Board recognizes that EMS certificate holders are permitted to administer vaccinations so long as the route of administration is within the scope of practice and the certificate holder administers the vaccine pursuant to medical direction and training on the specific vaccine, which includes adherence to the recommendations and instructions of the Food and Drug Administration.

**B. Liability**

The United States Department of Health and Human Services, by means of the Public Readiness and Emergency Preparedness (PREP) Act of 2008, grants governmental program planners (and other "Covered Persons" as described below) liability protection to administer covered Medical Countermeasures including (but not limited to) vaccines, antimicrobials/antibiotics, and antitoxins for pre-exposure and post-exposure prevention and treatment.

Such countermeasures are further defined as those which the Secretary of the Department of Health and Human Services identifies as serving as "a priority to diagnose, mitigate, prevent or treat harm from any biological, chemical, radiological, or nuclear agent identified as a material threat...or to diagnose, mitigate, prevent, or treat harm from a condition that may result in adverse health consequences or death

and may be caused by administering a drug, biological product, or device against such an agent; and is determined by the Secretary of Health and Human Services to be a necessary countermeasure to protect public health."

The PREP Act extends liability protection to "Covered Persons," further defined by the term's "manufacturer", "distributor", "program planner", and "qualified person". By the means of emergency declaration by the Secretary of the Department of Health and Human Services, the term "qualified person" can be extended to include volunteers dispensing medical countermeasures on behalf of their local health department (including those doing so at private POD locations).

### **C. Cuyahoga County Responsibilities**

Cuyahoga County agrees:

1. To coordinate with Jurisdiction on CCBH's needs relating to personnel, including but not limited to:
  - a. EMS certificate holders from Jurisdiction to provide Medical Countermeasures, specifically mass vaccinations, and onsite medical monitoring;
  - b. Sworn law enforcement personnel to provide onsite security and traffic control operations.
2. Communicate with Jurisdiction the time, place, location and number of personnel needed by CCBH at disclosed POD locations.
3. To reimburse Jurisdiction for labor and equipment costs deemed eligible by Cuyahoga County Department of Public Safety & Justice Services for work associated with the CCBH vaccination efforts, including clinics and homebound visits that occur outside of the jurisdiction providing resources, not to exceed \$150,000.
4. Pursue cost recovery opportunities for Cuyahoga County through State and Federal funding sources.

### **D. Jurisdiction Responsibilities**

Jurisdiction agrees:

1. To provide, at Jurisdiction's cost, available personnel and resources, including sworn law enforcement personnel for onsite security and traffic control operations as well as EMS certificate holders, needed to dispense Medical Countermeasures or monitoring to those individuals identified by the CCBH, except for the material provided by CCBH, at a site or sites chosen by CCBH, and with no liability assumed by CCBH;
2. Verify personnel, credentials and identification as employed by Jurisdiction and providing assistance to CCBH under this MOU;
3. To provide covered Medical Countermeasures free-of-charge to everyone served by CCBH's POD or identified by CCBH in a community or homebound setting;

4. To utilize covered Medical Countermeasures in accordance with the policies and procedures outlined by CCBH, including but not limited to the CCBH Emergency Response Plan, incorporated herein by reference;
5. To dispense covered Medical Countermeasures in accordance with the guidance provided by CCBH, its Medical Director, the Ohio Department of Health (ODH), and the CDC;
6. When dispensing Medical Countermeasures in accordance with this agreement, personnel are doing so on behalf of CCBH.
7. Track Jurisdiction's eligible costs and submit corresponding documentation to Cuyahoga County Department of Public Safety & Justice Services to request reimbursement.

#### **E. Cuyahoga County Board of Health Responsibilities**

CCBH agrees:

1. To communicate with Cuyahoga County the time, place, location and number of personnel needed by CCBH at disclosed POD or other identified locations;
2. To provide training and education to all Jurisdiction personnel who will be utilized in covered Medical Countermeasure dispensing operations;
3. To request execution of the terms of this agreement only when a declaration under the PREP Act authorizes liability protection to administer covered medical countermeasures for volunteers at a POD or other identified locations;
4. To ensure appropriate standing orders and medical protocols are in place to authorize the CCBH to operate a POD or homebound settings;
5. To provide Jurisdiction personnel guidance as related to the CCBH's Medical Countermeasures Dispensing Plan, incorporated herein by reference;

#### **F. CCBH and Jurisdiction Mutual Agreements**

CCBH, Cuyahoga County and the Jurisdiction mutually agree that:

1. Confidentiality of patients, patient information, and all protected health data will be maintained in accordance with all applicable laws and regulations such as the Health Insurance Portability and Accountability Act ("HIPAA");
2. CCBH will have the sole and exclusive authority to determine activation and implementation of this agreement; Jurisdiction, at all times, retains the right to decline activation;
3. This agreement will not supersede any laws, rules or policies of either party;
4. Each party shall be responsible for any injuries or damages that may arise from any action or omission of a party or its personnel acting under this Agreement; and Upon the request by CCBH pursuant to paragraph D(2) above, the activities to be conducted under this Agreement are emergency response

activities consistent with Ohio emergency response plans, and that the targeted liability protections of the Public Readiness and Emergency Preparedness Act, 42 U.S.C. §§ 247d-6d and 247d-6e, are applicable to the parties, the officials, employees, and agents of the parties, the purposes of this agreement, the Medical Countermeasures to be administered under this agreement, and all activities described throughout this Agreement.

**G. Term and Implementation**

This Agreement will initially cover a term of on January 1, 2021 through December 31, 2021. This agreement may be extended by six-month intervals with the agreement of all parties.

This memorandum may be amended by agreements of all parties at any time and may be terminated by any party for any reason or for no reason upon written notice to the other parties.

**H. Notice and Correspondence**

All notices and correspondence, which may be necessary or proper for parties, shall be addressed as follows:

Cuyahoga County  
Department of Public Safety & Justice Services  
2079 East 9<sup>th</sup> Street, 5<sup>th</sup> floor  
Cleveland, Ohio 44115

**Cuyahoga County Board of Health**  
Cuyahoga County Board of Health  
550 Venture Dr.  
Parma, Ohio

**City of Middleburg Heights**  
Matthew Castelli, Mayor  
15700 Bagley Road  
Middleburg Heights, OH 44130

**I. Interpretation**

This agreement shall be interpreted according to the laws of the State of Ohio, regardless of its place of execution. Any actions, suits, or claims that may arise pursuant to this agreement shall be brought in a court of competent jurisdiction in the County of Cuyahoga, State of Ohio.

**J. Counterpart and PDF Signatures**

This Agreement may be executed in counterparts, and a facsimile or PDF signature shall be deemed to be, and shall have the same force and effect as, an original signature.

**IN WITNESS THEREOF**, the parties have caused this agreement to be executed, said agreement to become effective and operational upon the fixing of the last signature hereto.

**FOR CUYAHOOGA COUNTY BOARD OF HEALTH**

\_\_\_\_\_  
Terrence Allen, Health Commissioner

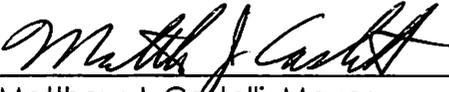
\_\_\_\_\_  
Date

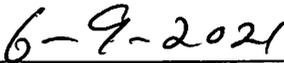
**FOR CUYAHOOGA COUNTY**

\_\_\_\_\_  
Alex Pellom, Director  
Department of Public Safety & Justice Services

\_\_\_\_\_  
Date

**FOR CITY OF MIDDLEBURG HEIGHTS**

  
\_\_\_\_\_  
Matthew J. Castelli, Mayor

  
\_\_\_\_\_  
Date