
Subject: public records request follow up response
Date: Tuesday, September 22, 2020 at 9:07:00 AM Pacific Daylight Time
From: White, Alexandra
To: records@americanoversight.org
Attachments: image001.jpg, [External] Re: [Ext]public records request response.eml, memo of agreement.pdf

EXTERNAL SENDER

Please see the attached information.

Alexandra White

*Public Records Office Coordinator
Agency for Health Care Administration
2727 Mahan Drive, Building 3, MS #3
Tallahassee, FL 32308
Public Records Main: (850) 412-3688
Office: (850) 412-4473
Fax: (850) 921-0158*



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**MEMORANDUM OF AGREEMENT
BETWEEN
FLORIDA NATIONAL GUARD
44th WEAPONS OF MASS DESTRUCTION - CIVIL SUPPORT TEAM
AND
FLORIDA DEPARTMENT OF HEALTH
AGREEMENT NO.: DOH-03-24-2020**

I. PURPOSE

The purpose of this Memorandum of Agreement (MOA) is to enable the Florida National Guard (FLNG) 44th Weapons of Mass Destruction Civil Support Team (WMD-CST) to provide assistance to the State of Florida, Department of Health (DOH) in relation to the COVID-19 Pandemic.

It is understood by the parties to this MOA that requests by DOH for the support of the WMD-CST to assist in response to the response to the COVID-19 Pandemic may include multi-agency, federal, state, and local cooperative agencies and law enforcement activities (Governmental Entities). It is further understood that each party's participation in these activities is limited as specified in Paragraph II, Scope of Work, of this MOA and that each party will bear their own expenses related to execution of this MOA.

II. SCOPE OF WORK

For the purposes of this agreement, the WMD-CST will:

1. Work under the Command and Control of Military leadership while assisting the FL DOH to accomplish the objectives outlined by FL DOH.
2. Provide any NGB CST program issued ABI 7500 PCR machine for use by the FL DOH, provide maintenance of such machinery, and provide non-medical/non-laboratory certified personnel to assist, as necessary.

Commented [LBUCMN1]: Please fill in with real name.

For purposes of this agreement, the FL DOH will:

1. Define objectives FL DOH and WMD-CST are working to accomplish.
2. Provide CLIA certified personnel to collect and analyze specimens as needed during the COVID-19 Pandemic using the NGB CST program issued ABI 7500 PCR machine.
3. Provide any necessary training to WMD-CST members.

III. AUTHORITY AND COMPLIANCE WITH RELEVANT LAWS AND REGULATIONS

DOH shall not request, and the WMD-CST shall not provide, any services not in compliance with all state and federal laws. Any support provided by WMD-CST under this MOA is done in the performance of those members' duty under the provisions of Florida Statute 250.31.

In the event that WMD-CST is assisting an entity and comes into contact with protected information, the parties will ensure proper controls and protections are in place and such information is managed in accordance with applicable law.

IV. FLORIDA NATIONAL GUARD POINT OF CONTACT

The Point of Contact for the FLNG is:
Lieutenant Colonel Troy M. Eastman,
Commander, FLARNG 44th Weapons of Mass Destruction – Civil Support Team (WMD-CST) Florida
Phone: 904-682-2401 (direct); 904-813-4043 (mobile)
E-mail: troy.m.eastman.mil@mail.mil

V. STATE OF FLORIDA POINT OF CONTACT

The Point of Contact for the DOH is:

Phone: _____

E-mail: _____

V. NOTIFICATIONS BY FLNG OF SERVICES

DOH acknowledges that the FLNG may notify the National Guard Bureau was about tasks performed under this MOA. Any information provided will be limited to a general categorization of the service provided, general client classification, and will not include specific details or outcomes. No further details will be disclosed to ensure client confidentiality.

VI. TERM

This MOA shall commence on the date of the last signature below, and shall end on **August 31, 2020**, or sooner if the State emergency in response to COVID-19 Pandemic ends, services as contemplated by this MOA are completed and accepted by DOH, or if this MOA is terminated as set forth in paragraph VII below.

VII. MODIFICATIONS TO THIS AGREEMENT

Any amendments or changes to this to this Agreement must be in writing and executed by all parties hereto.

VIII. TERMINATION

Either party may terminate this MOA by giving written notice to all parties hereto. Early termination of support must provide a minimum of 48 hours' notice, and such notice shall be delivered by email. Such termination notice period shall not commence until receipt of delivery is obtained.

IX. COMPENSATION

The parties understand and agree that all parties bear their own cost associated with services provided pursuant to this MOA.

X. DISCLAIMER OF LIABILITY

Pursuant to Florida Statute 250.31, in no event shall the DOH, the FLNG or its members be liable to DOH or any third parties affected by the services provided by FLNG for any damages of any kind whatsoever, arising out of services provided pursuant to this Agreement, or for special, indirect, consequential, incidental, or punitive damages however caused, and regardless of the theory of liability, arising out of the services provided by the FLNG. Any claims by any person against the FLNG will be directed to the Florida Department of Legal Affairs.

XI. SEVERABILITY

In the event that any provision or section herein is held invalid or unenforceable, the remaining provisions and sections shall remain in full force and effect.

Florida Department of Health
?????
Executive Director
Date: _____

Florida National Guard
Major General James Eifert
The Adjutant General
Date: _____