

SAMPLE Memorandum of Understanding for Mass Dispensing Site Location

Our facility _____ hereby acknowledges the intent to serve as a local dispensing site for the Strategic National Stockpile in the event that the stockpile is requested to address a large-scale communicable disease outbreak or bioterrorism event. In making this acknowledgment, we agree to do the following:

1. After meeting responsible requirements our employees, parishioners, students, members, or clients, will permit, to the extent of its ability and upon request of the XXX BOH, the use of the physical facilities and equipment by the XXX BOH within 24 hours of the request and for the time period being requested, for mass clinics for disease prevention and control activities, including but not limited to:
 - Office equipment, including telephones, copy machines, computers, fax machines
 - Tables, chairs, desks, cots, wheelchairs
 - Refrigerators
2. Designate three points of contact in case of emergency:
 - An administrator who will serve as the primary point of contact. This person should have authority to open up the building.
 - A janitorial point of contact who will work with XXX BOH personnel to move tables, chairs, etc.
 - A security point of contact who will interact with the XXX BOH and local law enforcement in making security plans.
3. Allow our facility to be visited by members of the local health department, local law enforcement, and, if applicable, the National Guard for the development and maintenance of a site dispensing plan.
4. Allow our facility to be listed in a confidential annex to the local plan to distribute the Strategic National Stockpile (SNS).
5. Encourage personnel to become members of the Medical Reserve Corps to ensure adequate training for personnel willing to serve as distribution clinic volunteers.

As part of this agreement, we expect the XXX BOH to:

1. Provide a XXX BOH point of contact to answer questions that noted facility might have about these arrangements.
2. Replace or reimburse noted facility for any supplies that may be used by XXX BOH in the conduction of its mass clinics.
3. Provide health and/or security professionals who would meet people at the entrance of our facility and, to the best of their ability, prevent contagious people from entering the building.

4. Coordinate the provision of extra security personnel, and provide any post-event cleanup that is needed.
5. Provide training for personnel who will staff the dispensing clinic.

It is understood the noted facility will maintain, and does not relinquish, their flexibility to make arrangements that will minimize the disruption that serving as an SNS distribution site could entail.

XXX BOH
Representative

Distribution Site Representative

Printed Name and Title

Printed Name and Title

Date

Date

SAMPLE Agreement For Facility Use (School)

This agreement is made and entered into between the _____ **School District**, hereinafter referred to as “District” and the **XXX BOH**, hereinafter referred to as “XXX BOH”.

Recitals

The American Red Cross Bay XXX Chapter has an existing agreement with the District that provides the framework for a collaborative effort to provide emergency shelter for disaster-displaced members of the community.

XXX BOH has a responsibility to assure medical care for those injured by the disaster and provide mass chemoprophylaxis/vaccinations to the population if needed. XXX BOH has entered into agreements with Red Cross as well as public and private entities throughout the XXX BOH to accomplish this end.

XXX BOH desires, when deemed necessary, to establish mass chemoprophylaxis/vaccination sites, or shelters for the medically fragile, hereinafter referred to as “treatment sites,” at District schools to provide medical care to persons injured and/or displaced by the disaster or in need of mass chemoprophylaxis/vaccinations.

Now, therefore, it is mutually agreed between parties as follows:

1. District agrees that, after meeting its emergency responsibilities to its students and staff, it will permit, to the extent of its ability and upon request of XXX BOH, as specified in this agreement, use of District facilities identified in Addendum A, on a temporary basis, for a treatment site.
2. XXX BOH and District agree to cooperate in the selection of the facilities that will be listed in Addendum A, which will be separate from facilities utilized by the American Red Cross, although both may be active at the facility at the same time.
3. District and XXX BOH agree to provide, and to update periodically, facility point-of-contact and activation authorization information as detailed in Addendum B.
4. District agrees that it will, prior to releasing facility to XXX BOH for use, evaluate the facility and secure valuable property not required for XXX BOH activities, to the extent reasonably possible.
5. XXX BOH agrees that it will exercise reasonable care in the conduct of its activities in such facilities and will, when provided with documented inventory and cost information, replace or reimburse the District for any foods, supplies, or damage to facilities or equipment arising from the conduct of XXX BOH activities.
6. Upon termination of use as a treatment site, XXX BOH agrees to leave the premises in their original condition.
7. A representative of XXX BOH will meet with the designated District representative periodically to evaluate the necessity for the continuation of operations and to resolve any other operational concerns.
8. Should the District request that a treatment site be relocated before the end of operations, XXX BOH agrees to relocate within 48 hours of the District’s request to do so.
9. It is understood that it is the responsibility of XXX BOH to establish, staff, maintain, and dismantle the operations of the treatment site.

- 10. Notwithstanding any other agreements, XXX BOH agrees to defend, hold harmless, and indemnify the District against any legal liability in respect to bodily injury, death, and property damage arising from the negligence of XXX BOH or its officers, agents, or employees, including reasonable attorneys' fees.
- 11. Notwithstanding any other agreements, the District agrees to defend, hold harmless, and indemnify XXX BOH from any legal liability in respect to bodily injury, death, and property damage arising from the negligence of the District or its officers, agents, or employees, including reasonable attorneys' fees.
- 12. Either party may discontinue this agreement in writing at any time unless the facility is currently being used as a treatment site.

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.

XXX BOH _____ School District

Signature Signature

Title Title

Date: _____ Date: _____

APPROVED AS TO FORM:
XXX BOH COUNSEL

By _____

Addendum A

(Insert description of portions of facility to be used.)

Addendum B

(Insert contact information.)

SAMPLE Memorandum of Understanding (MOU) Emergency Preparedness Region 4A

Communities:

Purpose

Certain events and conditions may cause local Boards of Health, Health Departments and Health Commissions to need additional support in the form of personnel, expertise, equipment, supplies and services beyond that available for routine protection of the public health. During events such as outbreaks of infectious disease, bioterrorist attacks, environmental, natural and man-made disasters, civil disorder or other threats the health and well being of a community will best be protected through the concerted efforts of multiple public health agencies providing assistance to one another. A memorandum of understanding (MOU) agreed upon between communities and Massachusetts emergency preparedness regions will allow Boards of Health to respond more effectively to emergency events and disasters. Mutual aid agreements may be made between municipalities under M.G.L. Chapter 40, Section 4A.

Organizations signing this Memorandum of Understanding agree to provide mutual aid and assistance to one another in the event that one or more community requires help in responding to public health emergency.

Definitions

Disaster will refer to a large-scale human-made or natural event resulting in high levels of morbidity and mortality within a community or multi-jurisdictional area that requires not only local but also State and Federal assistance to protect the public health.

Emergency will refer to a disaster or event that threatens the health of the community and requires immediate response by the public health agency, including but not limited to infectious disease outbreaks; natural disasters such as floods and earthquakes; environmental emergencies such as hazardous material releases; terrorist threats and biological agent attacks; civil disorders requiring shelters; or any other major emergency that will increase the potential morbidity and mortality of a community, and which require assistance from other municipalities, State and Federal agencies to protect the community.

Mutual Aid will be defined as aid to another public health agency in the form of expertise, personnel, medical or other supplies, equipment, and services appropriate to public health intervention programs including inspections, mass vaccination clinics, centers for the distribution of pharmaceuticals, administrative help, specimen collection, conveyance and testing, consulting, environmental assessment, or other resources.

Public Health Agency will refer to a Board of Health or its staff; a health department; a health commission, or other entities named as health agent under M.G.L. Chapter 111.

Receiving Agency will mean the public health agency requesting aid from another public health agency.

Sending Agency will mean the public health agency that provides material, services, personnel, expertise or other resources to another (receiving) public health agency.

Scope of Work

Public health agencies may provide mutual aid as defined in this agreement. The provision of mutual aid will remain voluntary based on the capacity of the sending agencies ability to provide resources. *This memorandum of understanding serves as an agreement between Boards of Health that all persons from sending agencies authorized to act as a health agent under M.G.L. Chapter 111, Section 30a to carry out regulatory services, such as inspection and regulatory enforcement regarding shelters, camps, housing or food establishments, and isolation and quarantine measures, may operate in the same capacity with the same authority when requested in the receiving agency's municipality under the terms of this agreement. Other persons from the sending agency may require appointment by the receiving Board of Health to act with the authority of a health agent within the receiving community.*

Regional Area

The Memorandum of Understanding will apply to the undersigned public health agencies within Public Health Emergency Preparedness Region 4A, but does not limit the ability of member public health agencies to provide assistance, mutual aid, or to enter into other mutual aid agreements and memoranda of understanding with neighboring municipalities and public health agencies, or to other towns and cities outside Region 4A.

Terms and Conditions

1. Employees shall remain employees of their own organizations at all times, but will work under the supervision and authority where appropriate of the receiving agency's community. Each agency, sending or receiving, shall be responsible for their employees' wages, workers compensation, and other obligations when an employee provides mutual aid assistance to another town.
2. Employees of the sending agency may work for the receiving agency within the structure of an incident command system or unified command system. The responsible local official in whose jurisdiction the public health emergency requiring mutual aid has occurred, shall remain in charge at such incidents including the direction of such personnel and equipment provided during any operation or program involving mutual aid.
3. Each sending agency also has its own priorities and resources. The amount of assistance the sending agency may offer may be limited at the discretion of the organization based on its own needs and obligations at the time. Neither the sending or receiving agency shall be required to unreasonably deplete its own resources, especially in cases where an emergency

4. Under this MOU there is no requirement for compensation for services or supplies other than that provided by each agency to its own employees. In the event of a declared emergency requiring State or Federal assistance sending and receiving agencies may apply for compensation. *Individual agencies may also develop compensation agreements separately or within the context of this MOU.*
5. Organizations participating in this MOU indemnify each other from liability, with the exception of any liability as a result of criminal acts, intentional acts resulting in damage or injury, or the result of responding personnel acting outside their position's responsibilities and expertise.
6. Nurses employed by the sending agency will work in the receiving community under appropriate authority and according to accepted medical practice.

This Memorandum of Understanding is to remain in effect indefinitely, and must be reviewed and reaffirmed every three years. Any organization can choose to opt out of this MOU at any time by sending written notice to all other participating organizations.

Community:

Health Director

Chair, Board of Health

Date: _____

Date: _____

IMPLEMENTING EMERGENCY DISPENSING SITES CHECKLIST