

MEMORANDUM OF UNDERSTANDING
Between the
SOUTHWEST UTAH PUBLIC HEALTH DEPARTMENT
and

I. Parties

The Parties to this MOU are:

Southwest Utah Public Health Department
620 South 400 East, Suite 400
St. George, UT 84770
Contact Person: Paulette Valentine,
Director of Communicable Disease and Emergency Preparedness
Contact Phone: 435-986-2579 (office) or 435-817-2698

And (to be completed by organization):

Name _____

Address _____

City, State, Zip _____

1st point of Contact Person _____

Point of Contact Phone Numbers:

Office _____ Cell _____

Home _____ Pager _____

Fax _____

Point of Contact E-mail _____

2nd Alternate Point of Contact Person _____

Alternate Point of Contact Phone Numbers:

Office _____ Cell _____

Home _____ Pager _____

Fax _____

Alternate Point of Contact E-mail _____

II. Purpose

To effectively respond to acts of biological terrorism and other public health emergencies, the Southwest Utah Public Health Department agrees to distribute SNS or CDC supply assets, which may include prophylactic medication and/or vaccine to the residents/clients/patients/staff of Southwest District, and staff of _____, in a timely and coordinated manner, decreasing the number of individuals who become ill.

III. Definitions

For purposes of the MOU these terms shall be defined as follows:

Strategic National Stockpile (SNS) means the repository of medication, vaccine, medical supplies, and other supporting equipment necessary to care for individuals exposed to biological agents or in response to other emergency situations. SNS is maintained by the Centers of Disease Control (CDC) and is pre-positioned in strategic locations throughout the United States. After requesting the SNS or CDC supply, delivery is guaranteed within 12 hours. Federal assets may also include vaccine provided for a disease outbreak.

IV. SWUPHD Responsibilities

1. Determine the need for SNS or CDC supply delivery. Notify the _____ point of contact (POC) within 4 hours of an emergency SNS or CDC supply deployment. The deployment request will identify the amount of SNS or CDC supply expended to SWUPHD.
2. Procure the SNS material for use to identified locations throughout Southwest District for distribution to residents/clients/patients/staff.
3. Develop an SNS Operational Plan for deployment, surveillance and maintenance as an addendum to the SWUPHD All Hazards Response Plan. The plan will address:
 - a. asset placement
 - b. distribution coverage areas
 - c. security
 - d. procedures for control, authorization and use of SNS assets or CDC supplies.

This plan shall be provided to _____.

4. Provide needed support to conduct effective SNS or CDC supply distribution.
5. Ensure proper disposal of bio-hazardous materials in accordance with federal, state and local regulations.

6. Provide copies of educational materials concerning medication/vaccine being distributed.
7. Ensure proper documentation of the SNS or CDC supply distribution of medical material and supplies.
8. Provide resources and assets required to perform surveillance and quality assurance of SNS assets or CDC supplies.
9. Conduct periodic exercises in SNS distribution.

V. _____ Responsibilities

1. Institution will become a treatment center when the designated local health officer determines that an biological agent or emergency has threatened the security of the community, has put multiple lives at a risk, is beyond local emergency response capabilities, and SNS or CDC supply material is medically necessary to save lives.
2. Designate a single person to be the _____ POC for SNS treatment purposes. Provide that individual's contact numbers during normal business hours and after hours (office phone, cell phone, home phone, pager, email and fax). Also, designate an alternate (APOC) to backup the POC, and provide corresponding contact information. This information shall be provided to the SWUPHD on an annual basis or as it changes.
3. Notify the SWUPHD of any changes in contact personnel within five business days of assignment of a new POC / APOC.
4. Ensure that the treatment locations are clean; provide adequate lighting, ventilation, temperature control, sanitation, and security conditions for SNS pharmaceuticals or CDC supplies.
5. Coordinate with SWUPHD personnel to ensure the maintenance of proper environmental conditions for SNS material or CDC supplies and follow storage instruction provided by SWUPHD.

VI. Costs

Each party is responsible for its own costs. Any assistance provided by the SNS/CDC program under this MOU is subject to the availability of appropriations. The SNS/CDC program is not responsible for replacement of material due to circumstances beyond the control of the parties, such as accidental and/or natural disasters.

VIII. Ownership

The SWUPHD shall at all times retain ownership of all SNS/CDC materials upon delivery.

IX. Storage

State and local public health department agencies may store the material provided by SNS/CDC at the selected location until a biological event occurs which threatens the community, puts multiple lives at risk, and/or is beyond local emergency response capabilities. The materials will then be adequately distributed to residents/clients/patients/staff of

_____. Delivery of all appropriate SNS/CDC supplies to residents/clients/patients/staff will occur within a 48 hour period.

X. Requests for Information

_____ shall not disclose any information identifying the location at which SNS/CDC materials are stored. The parties agree that neither will disclose the nature of this effort and the terms of this agreement to any person or entity, except as may be necessary to fulfill their respective mission and responsibilities. The parties agree to notify one another before releasing materials or information relating to SNS/CDC or this MOU.

XI. Liability

Each party to this agreement shall be responsible for its own acts and omissions and those of its officers, employees and agents. No party to this agreement shall be responsible for the acts or omissions of entities not a party to this agreement. Neither party to this MOU agrees to release, hold harmless, or indemnify the other party from liability that may arise or relate to this MOU.

XII. No Private Right Created

This document is an internal agreement between SWUPHD and _____ and does not create or confer any right or benefit on any other person or party, private or public. Nothing in this 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.

XIII. Settlement of Disputes

The parties agree to a good faith consultation with one another to resolve disagreements that may arise under or relating to this MOU before referring the matter to any other person or entity for settlement.

XIV. Effective Date, Modification, and Termination

This agreement shall become effective upon the signature of both parties and shall remain in effect until otherwise agreed to by the parties. The terms of this agreement may be modified upon the consent and signature agreement of both parties. This agreement may be terminated by either party at any time; however, the terminating party shall provide written notice to the other party at least six (6) months in advance of the effective date of termination unless there is a critical failure to perform.

XV. Capacity to Enter Into Agreement

The persons executing this Memorandum of Understanding on behalf of their respective entities hereby represent and warrant that they have the right, power, legal capacity, and appropriate authority to enter into this agreement on behalf of the entity for which they sign.

David W. Blodgett, MD, MPH
Director/Health Officer
Southwest Utah Public Health Dept.

Signing for _____

Printed Name of Signer

Date Signed

Date Signed