MEMORANDUM OF UNDERSTANDING

**Between**

**Sonoma County Department of Health Services**

**And**

**Health Facility**

This Memorandum of Understanding ("MOU"), dated as of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2018 (“Effective Date”) is by and between the County of Sonoma Department of Health Services, (hereinafter "DHS"), and **XXXX**, (hereinafter " Facility").

A U T H O R I T I E S

This agreement is authorized under the provisions of 14 U.S.C. 141(b) and is consistent with the goals of Homeland Security Presidential Directives 5 and 8 (HSPD-5, HSPD-8).

R E C I T A L S

WHEREAS, Facility represents that it can provide duly qualified and licensed health personnel experienced in the provision of health services; and

WHEREAS, in the judgment of the DHS and Facility, it is necessary and desirable to make use of the services of Facility to provide Facility staff, staff families, and clients with prophylactic vaccinations or other medications in the event of a public health emergency.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, the parties hereto agree as follows:

A G R E E M E N T

**I. Purpose**

To establish a cooperative agreement between DHS and Facility to provide Facility staff, staff families, and possibly Facility clients/patients/residents with prophylactic vaccinations or other medications in the event of a public health emergency.

**II.** **Definitions**

*Public health emergency* – any event, natural or manmade, that requires immediate Public Health intervention.

*Mass prophylaxis* – administration of health interventions including antibiotics, vaccines, and antidotes to large numbers of persons to provide protection against disease and/or to prevent the spread of disease in the community.

*Push prophylaxis –* delivery of prophylactic medication to a facility where that facility’s staff dispenses the medication to its population.

*Health Officer* – the Health Officer or designee of County of Sonoma Department of Health Services

*Facility clients* – those clients/patients/residents who receive services at Facility.

*Facility staff –* employees of Facility.

*Facility staff families* – family members living in the same household as the Facility’s employee.

*Facility’s population* – the clients, staff, and staff families of the Facility.

**III. Responsibilities of DHS**

1. DHS has primary responsibility for the requesting, receiving, coordinating, storing, and distributing of vaccines or medications for the residents of Sonoma County.
2. DHS retains sole responsibility and discretion to decide how and where prophylaxis will be dispensed. It may be that a dispensing venue at Facility is not established if circumstances indicate that the best Public Health protection of the community calls for another response. DHS will initiate contact with Facility to establish prophylaxis dispensing at Facility, if needed.
3. DHS will verify the identification of the Facility authorized personnel provided by Facility when they arrive to pick up medications to take back to Facility.
4. If Facility cannot pick up medications themselves, DHS will arrange for delivery of prophylaxis and any specialized equipment or supplies to Facility.
5. DHS will provide information and training for Facility staff, when appropriate, on infectious agents, medications, contraindications, precautions, and administration of prophylaxis according to established protocol. Such trainings may occur as preparation for a potential health emergency or may occur during an event as information becomes available.
6. DHS will provide printed information for patients describing the infectious agent, the medication to be dispensed, contraindications, and how to follow-up for questions or adverse reactions.
7. DHS will provide instructions, patient medical sheets, consent forms, medication tracking documents or computer programs, or other patient and medication information management tools that are needed for the event.
8. DHS will provide prophylaxis to any Facility client, staff, or staff family member who chooses to use the mass dispensing sites or other venues established for the emergency. Facility’s population is not required to go to Facility for prophylaxis.
9. DHS will use public information and other risk communications techniques to make it clear that Facility will only dispense to existing clients, staff, and family, and to direct all others to the public mass dispensing venues.
10. DHS will consult with Facility on any dispensing concerns. If the quantity needed to fully prophylax Facility’s population is not immediately available, DHS will provide guidance on how to prioritize dispensing so that the maximum public protection is achieved with the medication that is currently available.
11. DHS is responsible for consulting with Facility on patient follow-up, including consultation for management of adverse reactions to prophylactic medications.
12. DHS will assist in any cost recovery efforts to reimburse Facilityfor its expenses in the push prophylaxis effort.

# IV. Responsibilities of Facility

1. Facility will make every effort to collaborate with DHS during a public health emergency by dispensing prophylaxis to Facility’s population.
2. Facility will pick up prophylaxis and supplies from the DHS designated location, if able.
3. Facility will provide DHS periodically or on request current information about the number of vaccine or medication doses, in adult and pediatric quantities, projected to be needed to protect Facility’s population. Facility understands that this entire number of doses may not all be available in the first delivery. Facility agrees to prioritize which patients, staff, and family members should receive the first doses according to any guidelines established by the Health Officer that are deemed most protective to the public at large.
4. Facility will provide the name and identification of personnel authorized to pick up prophylactic medications and supplies from DHS.
5. Facility will use its own facilities, staffing, supplies, and resources to provide the prophylaxis to Facility’s population under DHS protocols provided in advance or at the time. Facility is responsible for any liability or workers comp issues that may arise in the dispensing of prophylaxis.
6. Facility will guarantee appropriate storage conditions for medications.
7. Facility will assure security of medications against unauthorized use, to be defined at the time of an event.
8. Facility agrees to dispose of any medical waste using its own procedures, unless instructed otherwise by DHS.
9. Facility will use materials provided by DHS to educate and inform patients about the infectious agent and the medications being provided.
10. Facility will use the patient tracking and medication management procedures, forms, and tools recommended by DHS in the delivery of prophylaxis. Facility further agrees to return any documentation or information about patients and medication usage to DHS upon request.
11. Facility is responsible for patient follow-up, including reporting and management of adverse reactions to prophylactic medications, in consultation with DHS.
12. Facility will cooperate with DHS in training Facility staff, when appropriate, on infectious agents, medications, contraindications, precautions, and administration of prophylaxis according to established protocol. Such trainings may occur as preparation for a potential health emergency or may occur during an event as information becomes available.
13. Facility will return all unused medications and supplies to DHS.

1. Facility will maintain documentation of any Facility materials or supplies consumed in this effort for purposes of cost reimbursement, should federal reimbursement funds become available.

**V. Term of the Agreement**

This MOU is for a term commencing on Effective Date, and ending on June 30, 2019. Unless terminated as provided for in Provision VII, this MOU shall automatically renew for successive one-year terms on the same conditions in effect at the conclusion of the ending term.

**VI. Hold Harmless**

Each party agrees to defend, indemnify, and hold the other party, its corporate parent, subsidiaries, affiliated and related companies, directors, officers, employees, and agents, wholly harmless for, from and against any and all costs (including without limitation reasonable attorney's fees and costs of suit), liabilities, claims, losses, lawsuits, settlements, demands, causes, judgments and expenses arising from or connected with the party’s acts or omissions or the performance of this MOU, to the extent that such costs and liabilities are alleged to result from the negligence or willful misconduct of said party.

**VII. Termination**

1. Termination Without Cause. Notwithstanding any other provision of this MOU, at any time and without cause, both parties to this MOU have the right, in their sole discretion, to terminate this MOU by giving 5 days written notice to the other party.
2. Termination for Cause. Notwithstanding any other provision of this MOU, should Facility fail to perform any of its obligations hereunder, within the time and in the manner herein provided, or otherwise violate any of the terms of this MOU, DHS may immediately terminate this MOU by giving Facility written notice of such termination, stating the reason for termination.
3. Authority to Terminate. The Board of Supervisors has the authority to terminate this MOU on behalf of DHS. In addition, the Purchasing Agent or Rita Scardaci, Department Head, in consultation with County Counsel, shall have the authority to terminate this MOU on behalf of the DHS. Termination by Facility shall be made by the Facility Administrator.

**VIII. Merger**

This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to Code of Civil Procedure Section 1856. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

## IX. Contact Persons

*For County of Sonoma Department of Health Services:*

Attn: Karen Holbrook, Interim Health Officer

625 5th Street

Santa Rosa, CA 95404

Email: [Karen.Holbrook@sonoma-county.org](mailto:Karen.Holbrook@sonoma-county.org)

Office: 565-4599

After hours: 568-5992 REDCOM Dispatch

*For FACILITY:*

Attn: Name/Title

Address

City, CA Zip

Phone:

Email:

**X. Signatures**

The persons executing this MOU 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 MOU on behalf of the entity for which they sign.

Facility Name:

Name: Date

Title:

COUNTY OF SONOMA DEPARTMENT OF HEALTH SERVICES:

Barbie Robinson, MPP, JD, CHC Date

Director, Department of Health Services

Approved as to Form:

Deputy County Counsel Date

Approved as to Substance:

Division Director or Designee Date