

## **MEMORANDUM OF UNDERSTANDING MASS DISPENSING SITES**

This Memorandum of Understanding (“MOU”) is entered into by and between Yolo County, on behalf of the Emergency Preparedness Division of its Health and Human Services Agency (“HHSA-EP”), and DAVIS JOINT UNIFIED SCHOOL DISTRICT (“DISTRICT”), located at 526 B STREET, DAVIS, CA 95616.

**I. Purpose.** The purpose of this MOU is to affirm the DISTRICT’s commitment to allow the following locations to be utilized as a Medical Point of Dispensing (MPOD) upon request by HHSA-EP in the event that community prophylaxis is necessary to address a large-scale public health emergency:

- Davis Senior High School: 315 W. 14<sup>th</sup> St., Davis, CA 95616
- Emerson Junior High School: 2121 Calaveras Ave., Davis, CA 95616
- Harper Junior High School: 4000 Covell Blvd., Davis, CA 95618
- Patwin Elementary School: 2222 Shasta Dr., Davis, CA 95616
- Pioneer Elementary School: 5215 Hamel St., Davis, CA 95616

The foregoing locations shall each constitute a “FACILITY” for purposes of this MOU. This MOU may be activated by HHSA-EP upon the existence of a public health emergency that requires the County to provide prophylaxis to the community. The County needs to designate each FACILITY as an MPOD site in the event that community prophylaxis is necessary to address a public health emergency. MPOD sites are established by Yolo County as part of the Center for Disease Control and Prevention (CDC’s) Strategic National Stockpile (SNS) Program as a means to distribute federal assets when local resources have the potential to be exhausted.

## **II. Definitions.**

- A. **Public Health Emergency** means an occurrence or condition which results in an actual or imminent threat of harm to public health and safety. Examples of public health emergencies relevant to this MOU include, but are not limited to, a major natural disaster, influenza or other pathogen-related pandemic, a smallpox event, and terrorist or other events related to chemical, biological, radiological/nuclear, or explosive events.
- B. **Medical Point of Dispensing (MPOD)** means one or more centralized locations in which medical countermeasures are dispensed during a public health emergency. In certain situations, an MPOD may serve as an alternate care site to provide care for non-ill individuals and decrease the burden on the healthcare system.
- C. **Strategic National Stockpile (SNS)** is a national repository of large quantities of antibiotics, vaccines, chemical antidotes, antitoxins, and other life-saving medications and medical supplies. The SNS is designed to supplement state and local health departments in the event of a large-scale public health emergency that

depletes or threatens to deplete local public health resources. Once activated, appropriate resources or medical countermeasures will be delivered to any state in the U.S. within 12 hours. Each state has plans to receive and distribute Strategic National Stockpile resources to local communities as quickly as possible.

- D. **Medical Countermeasures (MCMs)** are life-saving medicines and medical supplies that can be used to diagnose, prevent, protect from, or treat conditions associated with chemical, biological, radiological/nuclear, or explosive (CBRNE) events. Examples of MCMs include antibiotics, vaccines, antivirals, chemical antidotes, antitoxins, and other life-saving medications and medical material. Medical material also consists of equipment designated to support deployment and maintenance of pharmaceutical and medical materials. Examples of additional medical material include, but are not limited to, specialized cargo containers, portable refrigeration units, personal protective equipment (PPE), IVs, airway maintenance supplies, etc.

**III. Term; Termination.** The term of this MOU shall begin on October 1, 2020, or when all parties have signed, whichever is later. Either party may terminate this MOU by giving written notice at least 90 days prior to the effective date of such termination. Unless terminated in writing by either party, this MOU shall remain in effect for a period of 5 years from October 1, 2020.

#### **IV. FACILITY Obligations**

District agrees to have each FACILITY and its personnel do the following upon receiving a request for activation by HHSA-EP:

- A. FACILITY personnel will, to the extent possible at each designated site, have the site and available equipment described below set up and ready for use by HHSA-EP within 12 hours of the request. The FACILITY shall remain available to HHSA-EP for the time period requested for mass clinics for disease prevention and control activities. Equipment includes but is not limited to:
- Office equipment including tables, chairs, desks, telephones, copy machines, computers, and fax machines
  - Refrigerators
  - Parking areas
- B. Designate three points of contact in case of a Public Health Emergency:
- An Administrative point of contact, who will serve as the primary point of contact. This person should have authority to open the building.
  - The **Designated Site** point of contact, who will work with HHSA-EP personnel to move tables, chairs, etc.
  - A **Security** point of contact, who will work with HHSA-EP and local law enforcement in making security plans.

FACILITY shall also designate at least (1) Alternate Designee for each of the aforementioned points of contact.

- C. Allow each designated site to be visited by members of the HHSA-EP, local law enforcement, and, if applicable, the National Guard for the development and maintenance of a site dispensing plan.
- D. Allow each designated site to be listed in a confidential annex to the local plan to distribute the Strategic National Stockpile (SNS).
- E. Encourage designated site personnel to participate in training for personnel willing to serve as distribution clinic volunteers during a public health emergency.

## **V. County Obligations**

HHSA-EP agrees to do the following:

- A. Provide a point of contact person to answer questions that FACILITY may have regarding the arrangements of this MOU.
- B. Assure replacement or reimbursement to FACILITY for any supplies (including telephone charges, faxes, copying supplies, etc.) that may be used by HHSA-EP in conducting mass clinics in response to a Public Health Emergency.
- C. Direct appropriate personnel to triage at the entrance of the designated site and, to the best of their ability, prevent infectious individuals from entering the building.
- D. Coordinate the provision of extra security personnel.
- E. Assist any post-event cleanup that may be needed, including decontamination and cleaning of the FACILITY, as well as the costs incurred for these activities.
- F. Provide training for personnel who will staff the dispensing clinic.
- G. Store, organize, and maintain medical countermeasures delivered through the Strategic National Stockpile for use at the dispensing site.

## **VI. Indemnification**

- A. The County participates in a pooled self-insurance program through the Yolo County Public Agency Risk Management Insurance Authority. FACILITY, by volunteering to be used as a dispensing site without any compensation for its use, is designated as a volunteer of Yolo County. All general liability policies and premises policies covering Yolo County facilities are applicable to FACILITY during its use as a dispensing site.
- B. In the event an incident is not covered under the policies listed in Section VI, Subsection A, then:

- Yolo County shall be liable for any and all claims, demands, expenses, liabilities, and losses (including reasonable attorneys' fees) arising from incidents or damages to the designated site to the extent such incidents or damages are attributable to the actions or failures to act by HHSA-EP, its employees, agents, or contractors, in connection with the performance of County responsibilities under this MOU. Property damage or other occurrences covered by this provision shall be identified and reported to the appropriate Yolo County officials within 30 days of the MPOD site closing, and;
- DISTRICT shall be liable for any and all claims, demands, expenses, liabilities, and losses (including reasonable attorneys' fees) as a result of incidents or damages to each FACILITY covered by this MOU to the extent such claims or other occurrences are attributable to the actions or failures to act of the DISTRICT, its employees, agents or contractors, in connection with the performance of DISTRICT responsibilities under this MOU.

- C. Property damage not covered by any of the above conditions shall be the responsibility of the DISTRICT.
- D. Liability for claims of loss caused by countermeasures (e.g., vaccines, drugs, products) against diseases or other threats of public health emergencies are covered by the PREP Act following a declaration by the Secretary of the U.S. Department of Health and Human Services.

**IN WITNESS WHEREOF**, the parties hereto have caused their authorized representatives to execute this MOU on behalf of:

DISTRICT

By \_\_\_\_\_  
DJUSD MPOD Site Representative

\_\_\_\_\_  
Printed Name/Date

COUNTY/HHSA-EP

By \_\_\_\_\_  
Karen Larsen  
HHSA Director

\_\_\_\_\_  
Date

APPROVED AS TO FORM

By \_\_\_\_\_  
Philip J. Pogledich, County Counsel