OKLAHOMA
State Department
of Health

Memorandum of Understanding Between Cleveland County Health Department and Cleveland County, Oklahoma

I. PURPOSE: EMERGENCY DISPENSING AND/OR ADMINISTRATION OF MEDICAL COUNTERMEASURES.

The Cleveland County Health Department (hereafter referred to as County HD) and Cleveland County, Oklahoma (hereafter referred to as the Provider), hereby enter into this Memorandum of Understanding (hereafter referred to as MOU) for the purpose of effectively responding to acts of biological and chemical terrorism and other public health emergencies. The Office of the Assistant Secretary for Preparedness and Response (hereafter referred to as APSR) has stockpiled sustainable repositories of lifesaving medical countermeasures (hereafter referred to as MCM) needed to respond to an act of Terrorism, Pandemic, Natural Disaster or Public Health Emergency in the Strategic National Stockpile Program (hereafter referred to as SNS). The County HD has developed plans for the Receipt, Distribution, and Dispensing/Administering of MCM. Those plans are combined in what shall be referred to as the MCM Distribution and Dispensing plan. This MOU will augment those plans, for rapid deployment of those MCM assets.

II. SCOPE OF SERVICES:

A. Responsibilities of Provider: Under the terms of this MOU, the Provider agrees to:

1. Designate a 24-hour Point of Contact (hereafter referred to as POC) and Alternate Point of Contact (hereafter referred to as APOC). Provide contact information to the County HD Local Emergency Response Coordinator (hereafter referred to as LERC), at the time of agreement on this MOU and notify the LERC of any changes in POC/APOC personnel within 48 hours of the assignment of a new POC/APOC.
2. Request MCM assets according to the number of employees (or affected/essential population, i.e. first responders, employees) and identified household family members (if applicable).
3. Assume responsibility for providing necessary MCM to those individuals identified above by the Provider's trained staff, at a site chosen by the Provider and with no liability assumed by the County HD.
4. Utilize pharmaceuticals in accordance with the policies and procedures, as determined by the Oklahoma State Department of Health (hereafter referred to as OSDH) policies and procedures, and the Provider's own Push Partner Plan (on file with the County HD).
5. Dispense medications per established medical protocols/algorithms (provided by OSDH at time of the event) under the supervision of licensed medical personnel.
6. Provide any changes/updates of the Provider's Push Partner Plan to the County HD within 30 days of these changes/updates.
7. Provide training and education to all Providers' staff that will be utilized in MCM Dispensing Operations referenced in the Push Partner Plan.
8. Provide to individuals free of charge with the medications or administration of medications that has been provided through this MOU.
9. Participate in County HD sponsored MCM training/education opportunities identified in the Push Partner Plan.

10. Maintain accurate records (inventory) of medications dispensed and then provide those to County HD in a timely manner after the event as directed by Incident Command.
11. Secure any unused medications until a time County HD can make arrangements for retrieval.
12. Compile and forward critical activities during the event for development of an after-action report with the County HD, identifying shortfalls and accomplishments of the operation.
13. Assume responsibility for all roles and responsibilities identified in the Oklahoma Push Partner Plan.

B. The County Health Department Agrees:

1. To provide MCM specific training/education opportunities to identify staff of the Provider.
2. To provide pre-event planning and technical assistance, including but not limited to supply lists, Point Of Dispensing (hereafter referred to as POD) layouts, fact sheets, dispensing algorithms, etc.
3. To, conditionally, ensure delivery/availability of the appropriate amount of medications in a reasonable, timely manner.
4. To provide coordination as outlined in the County HD MCM Distribution and Dispensing Plan to the Provider to the best of their ability.
5. To provide the Provider with proper Physician Approved Protocols and handouts regarding Dispensing/Vaccination activities including but not limited to, dosing, follow-up procedures and releasable information regarding the public health emergency situation.
6. To provide the Provider with consultation and assistance as needed and available for the given public health emergency.
7. To make arrangements to collect any unused medications as well as copies of all medical documentation as directed by Incident Command.
8. To provide after-action consultation to the Provider.

C. It is Mutually Agreed

1. The confidentiality of patients and patient information will be maintained as written and enforced by the Health Insurance Portability and Accountability Act (HIPAA), as evidenced by the attached Business Associate Agreement.
2. This MOU will go into effect at the time the MOU is signed by all parties. The duties of each party will not be required to be fulfilled until requested by the County HD.
3. The Provider would be considered a Push Partner in that it would not dispense medications to the "general public" but to identified staff, family members, patients, contacts, and specific groups in accordance with the Provider's Push Partner Plan and the County HD MCM Distribution and Dispensing Plan.
4. The Provider will follow the dispensing directives of the County HD during MCM Operations.
5. It is understood that the Provider's participation is completely voluntary and may not be available/utilized at the time of the event. If so, the Provider would not be considered a Push Partner and their staff and/or specific groups would be required to attend a POD operated by County HD and not receive any preferential treatment.

III. Terms and Conditions

1. Effective Dates - This MOU shall be effective when all parties have signed and will be effective for one year. The MOU can be renewed for three additional one-year periods, based on the annual review of criteria listed under Section II. Scope of Services and agreement by both parties.

2. Termination - This MOU may be terminated by the Provider or the County HD by providing sixty (60) days' written notice of termination to the other party. County HD may terminate this agreement immediately upon written notification to the Provider if funds sufficient to pay its obligations under the contract are not appropriated by the applicable state legislature, federal government or other appropriate government entity or received from an intended third-party funding source.

3. Amendment - Any changes to this MOU, which are mutually agreed upon between County HD and the Provider, shall be incorporated in a written amendment to this MOU and will not become effective until the amendment is signed by both parties.

4. Nondisclosure - To the extent permitted by law, the parties agree that neither will disclose the location of MCM staged assets or the nature of this effort except as is necessary to fulfill its mission, and statutory and regulatory responsibilities.

5. Non-Discrimination - No person shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination in relation to any activities carried out under this MOU on the grounds of race, disability, color, sex, religion, age, health status or national origin.

6. Licenses - The parties agree that during the term of this MOU, each party shall maintain its respective federal and state licenses, certifications, and accreditations required for the provision of services herein.

7. Expenses - The MOU is not an obligation or commitment of funds, nor a basis for transfer of funds, but rather is a basic statement of the understanding between the OSDH and the Receiving Agency hereto of the tasks and methods for performing the tasks herein. Unless otherwise agreed in writing, each party shall bear its own costs in relation to this MOU. Expenditures by each party will be subject to its budgetary processes and to the availability of funds and resources pursuant to applicable laws, regulations, and policies.

8. Governing Law and Liability - The parties will use their best efforts to amicably resolve any dispute. This agreement shall be governed by the laws of the State of Oklahoma, with a venue of Oklahoma County for any litigation resulting from this MOU.

   The parties intend that each party shall be responsible for its own intentional and negligent acts or omissions to act. OSDH shall be responsible for the acts and omissions

to act of its officers and employees while acting within the scope of their employment according to the Governmental Tort Claims Act. The Provider agrees to hold harmless OSDH of any claims, demands and liabilities resulting from any act or omission on the part of the Provider and/or its agents, servants, and employees in the performance of this MOU.

It is the express intention of the parties that this MOU shall NOT be construed as, or given the effect of, creating a joint venture, partnership or affiliation or association that would otherwise render the parties liable as partners, agents, employer-employee or otherwise create any joint and several liability.

9. Severability - Should a court of competent jurisdiction rule any portion of this MOU invalid, null, or void, that fact shall not affect or invalidate any other portion or section of the MOU and all remaining portions and sections will remain in full force and effect.

IV. Signatures

Cleveland County Board of Commissioners

_____ Date_____
Jacob McHughes, Chairman

_____ Date_____
Rusty Grissom, Vice-Chairman

_____ Date_____
Rod Cleveland, Member

_____ Date 5/28/24
Melody Bays, Regional Administrative Director
Cleveland County Health Department

Attest:_____ Deputy: _____

Number of staff	
Total number of family members	
Total number of students or patients (if applicable)	
Total number needed	

ADA: _____