



MEMORANDUM OF UNDERSTANDING (MOU)

FOR USE OF A SITE/FACILITY

BETWEEN

San Bernardino County Department of Public Health
Preparedness and Response Program (SBC DPH PRP)

AND

SITE/FACILITY PROVIDER

(Warehouse, Point of Dispensing (POD) or
Government-Authorized Alternate Care Site (GA ACS))

AND

DESIGNATED CITY/TOWN



This **MEMORANDUM OF UNDERSTANDING (MOU)** is entered into by and between San Bernardino County Department of Public Health Preparedness and Response Program (SBC DPH PRP) and American Baptist Homes hereinafter referred to as the Site/Facility Provider and City of Redlands, hereinafter referred to as the City/Town, as appropriate.

RECITALS

WHEREAS, the SBC DPH PRP enters into this Agreement along with the City/Town and Site/Facility to prepare, respond, and provide care and prophylaxis treatment in the event of a bioterrorism or other public health emergencies, such as pandemic influenza, in the County, and;

WHEREAS, the County will require the Site/Facility to receive, store, stage, and distribute medications and other resources (e.g., antibiotics, antidotes, medical supplies, certain controlled substances, equipment, specialized cargo containers, & portable refrigeration units) received from the State of California in the event that the Strategic National Stockpile (SNS) or the Cities Readiness Initiative (CRI) pharmaceutical caches are requested to address possible large-scale bioterrorism events, or other public health emergencies, such as pandemic influenza; and

WHEREAS, the County will require Points of Dispensing (POD) sites to provide mass prophylaxis in the event of a bioterrorism event or public health emergency within the County; and will require Government-Authorized Alternate Care Sites (GA ACS) to evaluate/treat individuals by providing health care services and/or to prepare the transport of patients to health care facilities; and

WHEREAS, the Site/Facility Provider has the capability to provide a POD and/or a GA ACS and the resources that may be used or designated as a warehouse facility for use in receiving, storing, staging, and distributing medication, and has the resources for hosting a mass prophylaxis POD and/or a GA ACS for a bioterrorism, or other public health emergencies, such as pandemic influenza; and

WHEREAS, the City/Town has the personnel and expertise to respond, staff, and support a POD and/or GA ACS in conjunction with the SBC DPH, utilizing the Incident Command System and link with the municipality's EOC, including security and other related services in the event of activation;

NOW, THEREFORE, based on the foregoing recitals, which the parties agree to be true and correct, it is mutually agreed as follows:

I. PURPOSE:

The purpose of this MOU is to define the distribution of duties between the County, the City/Town and the Site/Facility Provider, in responding to and preparing for public health related activities in a possible large-scale bioterrorism, or other public health emergencies such as pandemic influenza.



II. AREAS OF AGREEMENT AND COOPERATION:

Now, therefore, it is agreed as follows:

The County, Site/Facility Provider, and City/Town agree to cooperate in the following areas of endeavor following an incident of large-scale bioterrorism or other public health emergencies.

A. County agrees to:

1. Implement and comply with any emergency activations under this agreement pursuant to the California Emergency Services Act, California Government Code, Chapter 7, Division 1, Title 2, §§ 8550 et seq. Any emergency activation of a POD or GA ACS under this agreement shall be preceded by a local emergency proclamation, pursuant to Government Code § 8630, and/or a County health emergency proclamation, pursuant to Health & Safety Code § 101080, by a duly authorized San Bernardino County Government official. This local emergency proclamation shall be countywide or for a defined geographical area.
2. Provide 24-hour or more advance notice to the Site/Facility Provider of the POD/GA ACS needed for activation. However, there should be no expectation of adherence to this provision, as it is understood by the parties that rapid response may require immediate attention.
3. Provide mass prophylaxis to first responders within 24 hours of the POD/GA ACS activation in accordance with the SNS Guide.
4. Designate a SBC DPH Liaison Officer to provide operational support to the City/Town POD Management. The Liaison Officer will be the link between the City/Town and the SBC DPH Department Operations Center (DOC).
5. Provide the Field Operations Guide (FOG) to be utilized for POD operational procedures and management. The FOG will include POD organizational charts, job action sheets, and staff training.
6. Utilize Site/Facility's equipment and supplies, such as office and janitorial equipment, in a manner which is dependent upon the event. If the event requires medications and resources to be dispensed to every person in the County, it is estimated that the utilization of the Site/Facility will require at least ten (10) days.

B. Site/Facility Provider agrees to:

1. Grant use of a site/facility for a POD/GA ACS as referenced above. Utilization will be for the purposes of SBC DPH and its designated staff, California Department of Public Health (CDPH), Centers for Disease Control and Prevention (CDC), County, State, and Federal disaster agencies, employees, contractors, and other authorized volunteers during a public health emergency; and grant space, or other enclosed facility as needed for administrative POD management.



2. Allow the County use of office, janitorial, and other equipment and supplies as needed, to implement and activate a POD/GA ACS. The County will make every reasonable effort to use equipment and supplies from other sources first.
3. Coordinate with SBC DPH, City/Town, and local municipality emergency response for security and support services.
4. Designate three (3) points of contact, at each Site/Facility, including an alternate backup for each contact: (See Appendix A)
 - Administrative – (Primary point of contact). This person will have authority to allow access to facility and all the related resources.
 - Janitorial – This person will have access to equipment and other site resources, and allow facility access.
 - Security - This person will have facility access, including all site resources, and will work with County and local law enforcement in developing and executing security plans.
5. Participate in SBC DPH PRP disaster drills/exercises and complete the POD training series to increase understanding of roles and responsibilities during a public health emergency.

C. City/Town agrees to:

1. Provide emergency and law personnel for the purpose of security and support for the provision of services. Provide personnel and expertise in conjunction with SBC DPH to respond to a public health emergency. Utilize the DPH approved staff list to support a POD and/or GA ACS. This list will be linked with the City/Town Emergency Operation Center (EOC) in the event of activation.
2. Coordinate with SBC DPH PRP to determine the number of POD/GA ACS sites required in the event of a public health emergency. The number of sites will be based on the population served within a given area of a city/town and/or unincorporated area.
3. Participate in SBC DPH PRP disaster drills/exercises and complete the entire POD training series to increase understanding of roles and responsibilities during a public health emergency.

Comment: The California Emergency Services Act provides for broad immunity against liability for person acting within the scope of the Act. Further “extraordinary powers” are made available to government officials to take necessary actions to mitigate substantial threats to public safety.

III. GENERAL PROVISIONS

A. Mutual Indemnity and Insurance

1. Each party hereto (hereafter, “Indemnifying Party”) shall indemnify, defend and hold harmless the other party, its officers, agents, employees, and volunteers against any loss, cost, damage, expense, claim, suit, demand, or liability of any kind or character,



including but not limited to reasonable attorney fees, arising from or relating to any negligent or wrongful act or omission of the Indemnifying Party, its officers, agents, or employees, which occurs in the performance of, or otherwise in connection with, this MOU, but only in proportion to and to the extent such loss, cost, damage, expense, claim, suit, demand, or liability of any kind or character, including reasonable attorney fees, is caused by or results from the negligent or wrongful act or omission of the Indemnifying Party, its officers, agents, or employees.

2. Site/Facility Provider shall procure and maintain, at its sole cost and expense, a comprehensive general liability policy, as well as such policies of professional and other insurance with limits necessary to (i) satisfy requirements of law or (ii) as may be necessary to insure it and its employees and agents against any claim for damages occasioned in connection with performance of this MOU.
3. County's indemnity of City/Town and Site/Facility Provider is subject to State or Federal law, other provisions of this MOU or any rule, law or regulation giving the County, its officers, employees, agents and authorized volunteers immunity when responding to such disasters, events, or acts.
4. The County and City/Town are self-insured.

B. Appendices

All appendices referenced in this MOU and attached hereto are incorporated by this reference as if set forth fully herein.

C. Term and Termination

This Agreement shall become effective upon the execution by authorized individuals of both organizations. Either party may terminate this Agreement at any time by giving ninety (90) days advance written notice to the other party.

D. Modification

This MOU, or any of its specific provisions, may be amended in writing when signed by all currently authorized representatives of the parties.

E. Notices

All notices required by this Agreement will be deemed given when in writing and delivered personally or deposited in the United States mail, postage prepaid, return receipt requested, addressed to the other party at the address set forth below or at such other address as the party may designate in writing:

To the City/Town or Site/Facility Provider:

A generic name may be listed, for example, City Clerk or City Council for the City/Town.



Names for the Site/Facility Provider will vary based on the given situation and location of an incident.

To the County:

San Bernardino County Department of Public Health
Attn: Preparedness and Response Program
247 S. Boyd St.
San Bernardino, CA 92415-0059
Tel. 909-252-4406

AUTHORITY

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

IV. SIGNATURES

Executed as of the day and year last signed below:

SITE/FACILITY PROVIDER

Name (Authorized Signor): _____ Title: _____

Date signed: _____

Site/Facility Address: _____

CITY/TOWN PROVIDER

Name (Authorized Signor): P. Aguilar Title: Pete Aguilar, Mayor

Date signed: November 1, 2011

ATTEST: [Signature] by Sam Irwin, City Clerk

**SAN BERNARDINO COUNTY DEPARTMENT OF PUBLIC HEALTH
PREPAREDNESS AND RESPONSE PROGRAM**

Director of Public Health: _____ Date signed: _____

Program Manager: _____ Date signed: _____



SITE/FACILITY PROVIDER CONTACTS

Administrative (Primary)

Name: Title:

Phone:

Administrative (Backup)

Name: Title:

Phone:

Janitorial (Primary)

Name: Title:

Phone:

Janitorial (Backup)

Name: Title:

Phone:

Security (Primary)

Name: Title:

Phone:

Security (Backup)

Name: Title:

Phone:

