

MEMORANDUM OF UNDERSTANDING

between

Lake Tahoe Unified School District

and

El Dorado County

regarding

MASS PROPHYLAXIS DISPENSING

THIS Memorandum of Understanding (MOU) is entered into by and between El Dorado County (hereinafter referred to as "COUNTY") and the Lake Tahoe Unified School District (hereinafter referred to as "LTUSD") regarding mass prophylaxis dispensing and the establishment and operation of a point of distribution (POD) on public school grounds.

WITNESSETH

WHEREAS, COUNTY's Public Health Department (PHD) is currently working on its Public Health Preparedness Plan annex to the El Dorado County Emergency Operations Plan; and

WHEREAS, part of this Plan requires that COUNTY assume responsibility for locating, setting up and operating a POD in time of a health emergency; and

WHEREAS, LTUSD has informed COUNTY is has suitable locations for a POD at one or more of its public school sites, and a sufficient number of personnel to maintain the infrastructure supporting those site, for the purpose of mass prophylaxis dispensing to the general public; and

WHEREAS, this Plan will provide benefits to the health and well-being of El Dorado County residents by providing medication and protection from biological threats and/or epidemics;

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. TERM

This MOU shall become effective upon signature and will continue in effect for two years. It may be extended by two-year intervals if agreed to in writing by both parties.

2. LTUSD AGREES TO:

- a. Provide a suitable POD location at one or more of its public school sites for the purpose of mass prophylaxis dispensing to the general public by the PHD during times of a public health emergency
- b. Permit, to the extent of the LTUSD's ability, and upon request of the PHD, the use of the physical facilities and equipment by PHD within 12 hours of a request and during the time period being requested for mass clinics, disease prevention, and control activities, including but not limited to:
 - Office equipment, including telephones, copy machines, computers, fax machines
 - Tables, chairs, desks, cots, wheelchairs
 - Refrigerators
 - Parking areas
- c. Designate the following three points of contact in case of emergency:
 1. An **Administrative** point of contact, who will serve as the primary and should have authority to open any LTUSD facility or building
 2. A **Facilities** point of contact, who will work with PHD personnel to move tables, chairs, etc.
 3. A **Security** point of contact, who will work with the PHD and local law enforcement in developing security plans
- d. Allow potential POD sites to be visited by staff of the PHD, local law enforcement, and, if applicable, the National Guard for the development and maintenance of a site dispensing plan
- e. Provide the necessary number of school personnel (as requested by the PHD) to staff and maintain the POD site infrastructure

- f. Encourage LTUSD personnel to participate in training to serve as distribution clinic volunteers
- g. Utilize school supplies and materials as may be required in accordance with LTUSD's Emergency Operations Plan
- h. Provide site information and emergency point of contact information to ensure the timely flow of information and notification between the PHD and LTUSD in the event of a public health emergency
- i. Provide a suitable location when available for mass prophylaxis dispensing training of County and LTUSD personnel, as required

3. COUNTY AGREES TO:

- a. Assume responsibility of mass prophylaxis dispensing by trained COUNTY personnel as outlined in the PHD's Mass Prophylaxis Dispensing Plan
- b. Provide mass prophylaxis dispensing coordination as outlined in the PHD's Mass Prophylaxis Dispensing Plan
- c. Provide a point of contact to answer questions that LTUSD personnel may have about the arrangements contained within this MOU
- d. Assure the replacement or reimbursement to LTUSD for any supplies (including telephone charges, faxes, copying supplies, etc.) that may be used by PHD in conducting mass prophylaxis dispensing
- e. Assure health and security professionals will provide triage at the entrance to a POD facility and, to the best of their ability, prevent contagious people from entering that facility
- f. Coordinate the provision of extra security personnel to meet the needs if the aforementioned paragraph
- g. Perform any post-event cleanup that may be needed
- h. Utilize County supplies, pharmaceuticals and materials in accordance with the PHD's policies and procedures as outlined in the PHD's Mass Prophylaxis Dispensing Plan
- i. Provide storage for, organize, and maintain pharmaceutical and medical materials delivered through the Strategic National Stockpile (SNS) to be used at the dispensing site. Pharmaceutical and medical materials are defined as antibiotics, antidotes, vaccines, medical supplies and equipment, and certain

controlled substances, which may be used to respond to a chemical, biological, radiological, or explosive act of terrorism or other attack or incident. In addition, medical materials include, but are not limited to, equipment designated to support deployment and maintenance of pharmaceutical and medical materials, such as specialized cargo containers and portable refrigeration units

- j. Provide training to all LTUSD staff that will be utilized in maintaining the site infrastructure and mass prophylaxis dispensing operations
- k. Provide emergency point of contact information to ensure timely notification between the PHD and LTUSD in the event of a public health emergency

4. MUTUAL AGREEMENT

- a. This MOU will be activated upon notification from the PHS when a public health emergency exists and the PHD is required to provide prophylaxis to the community.
- b. The confidentiality of patients and patient information will be maintained as written and enforced by the Health Insurance Portability and Accountability Act (HIPAA).
- c. In the event of a public health emergency, LTUSD will be considered an “open site,” meaning it will dispense medications to the general public as well as to identified staff, patients, contacts, and specific groups as outlined in the PHD Mass Dispensing Plan.
- d. LTUSD will follow the dispensing directives of the PHD during mass dispensing operations.
- e. LTUSD, by agreeing to designate its public school sites as potential mass prophylaxis dispensing sites without any compensation for its use, is designated as a volunteer of El Dorado County. All liability policies covering El Dorado County facilities, including but not limited to professional liability, tort liability, and premises liability, are applicable to LTUSD during the use of any of its facilities as a mass prophylaxis dispensing site.

5. GENERAL PROVISIONS

- a. This MOU may be amended by written mutual consent of both parties.
- b. Either party may terminate this MOU upon ninety (90) days written notice to the other.

- c. This Memorandum will not supersede any law, rule or policy to which either party is subject.
- d. In the event that an incident is not covered under the policy listed in Section 4, Paragraph e., then:
 - 1. COUNTY shall be liable for any and all claims, demands, expenses, liabilities, and losses (including reasonable attorney's fees) as a result of incidents or damages to the facility which may arise out of any acts or failures to act on the part of COUNTY, its employees, agents, or contractors, in connection with the performances of dispensing services provided by the PHD. While acting as a POD under the terms of this MOU, property damage to any LTUSD facility shall be identified and reported to the appropriate COUNTY official(s) within 30 days of the dispensing site closing, and;
 - 2. LTUSD shall be liable for any and all claims, demands, expenses, liabilities, and losses (including reasonable attorney's fees) as a result of incidents or damages to its schools and/or facilities, which may arise out of any acts or failures to act of LTUSD, its employees, agents or contractors, in connection with the performance of the services provided by LTUSD pursuant to this MOU.
- e. This MOU is not in effect or enforceable until signed by authorized representatives of both parties.
- f. Property damage not covered by any of the above conditions shall be the responsibility of LTUSD.

6. NOTICES

Any notice required or permitted under this MOU shall be in writing and shall be served by United State Postal Service upon the other party.

Notice to LTUSD shall be addressed as follows:

JAMES R. TARWATER, Ed.D, SUPERINTENDENT
LAKE TAHOE UNIFIED SCHOOL DISTRICT
1021 AL TAHOE BOULEVARD
SOUTH LAKE TAHOE, CA 96150

Notice to COUNTY shall be addressed as follows:

GAYLE ERBE-HAMLIN, DIRECTOR
EL DORADO COUNTY PUBLIC HEALTH DEPARTMENT
931 SPRING STREET
PLACERVILLE, CA 95667

7. ADMINISTRATION: The El Dorado County Officer or employee with responsibility for administering this MOU is Gayle Erbe-Hamlin, Director of Public Health, or successor.

IN WITNESS HEREOF, this MOU has been executed as of the most recent date herein below appearing:

COUNTY OF EL DORADO


James R. Sweeney, Chairman
El Dorado County Board of Supervisors

Date

ATTEST:
Cindy Keck, Clerk

By: _____ Date: _____
Deputy Clerk

PUBLIC HEALTH DEPARTMENT



Gayle Erbe-Hamlin
Director of Public Health

11/20/06

Date

LAKE TAHOE UNIFIED SCHOOL DISTRICT



James R. Tarwater, Superintendent
Lake Tahoe Unified School District

10/23/06

Date