

**BEFORE THE BOARD OF SUPERVISORS  
OF THE COUNTY OF YUBA**

IN RE:

**AUTHORIZE THE DIRECTOR OF THE )  
YUBA COUNTY HEALTH AND HUMAN )  
SERVICES DEPARTMENT TO EXECUTE )  
MEMORANDUM OF UNDERSTANDING )  
FOR MASS DISPENSING SITES AS )  
PART OF ITS PREPARATION IN THE )  
EVENT OF A PUBLIC HEALTH )  
EMERGENCY )  
\_\_\_\_\_ )**

Resolution No. 2006-54

**WHEREAS, the State of California has made funds available to state health agencies for the purpose of establishing an infrastructure to ensure immediate and adequate response to acts or threats of bioterrorism and other infectious disease outbreaks or other public health threats and emergencies; and**

**WHEREAS, on December 20, 2005, the Yuba County Board of Supervisors approved Resolution No. 2005-295, authorizing the Health and Human Services Department to enter into Agreement with the California Department of Health Services for Local Public Health Preparedness and Response to Bioterrorism grant funds for the period of August 31, 2005 through August 30, 2006, in order to establish its public health infrastructure; and**

**WHEREAS, it is in the best interest of the residents of the County of Yuba that the public health infrastructure of the County of Yuba be prepared to detect, control and prevent illness and injury resulting from acts of biological and chemical terrorism and other health emergencies; and**

WHEREAS, in order to ensure the preparedness of the public health infrastructure of the County, it is necessary to enter into Memorandum of Understanding with facilities located throughout the County to establish mass dispensing sites in the event that a public health emergency exists and the Public Health Division of the Health and Human Services Department is required to provide prophylaxis to the community.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of Yuba, that the Director of the Health and Human Services Department is hereby authorized to execute, on behalf of the County of Yuba, Memorandum of Understanding for mass dispensing sites in the form attached hereto and incorporated herein by this reference.

PASSED AND ADOPTED at a regular meeting of the Board of Supervisors of the County of Yuba, State of California, on the 2nd day of May, 2006 by the following vote:

AYES: Supervisors Logue, Nicoletti, Schrader, Stocker

NOES: None


ABSENT: Supervisor Griego

County of Yuba


BY: 

Donald Schrader, Chair

ATTEST: DONNA STOTTLEMEYER  
Clerk of the Board of Supervisors

BY: 

APPROVED AS TO FORM:  
DANIEL G. MONTGOMERY  
COUNTY COUNSEL

  
Deputy

## Memorandum of Understanding for Mass Dispensing Site

This Memorandum of Understanding (hereafter "MOU") is entered into by and between the Yuba County, on behalf of the Public Health Division of its Health and Human Services Department (hereafter YCHHSD), and (Name of Facility), (hereafter FACILITY), located at (address).

### RECITALS

#### WHEREAS,

- a. YCHHSD is a department of the County of Yuba and is overseen by the Yuba County Board of Supervisors; and
- b. YCHHSD is responsible for designating mass dispensing sites within Yuba County to serve as a Point of Dispensing (POD) in the event that a public health emergency exists and YCHHSD is required to provide prophylaxis to the community; and
- c. FACILITY is a (\_\_\_\_\_) and has the capacity to serve as a POD in the event that community prophylaxis is necessary to address a public health emergency.

THEREFORE, YCHHSD and FACILITY hereto mutually agree as follows:

**1. TERM.** This MOU shall be effective on \_\_\_\_\_ or when all parties have signed, whichever is later, and shall remain in effect until terminated in accordance with Provision 7, GENERAL PROVISIONS, Subsection A. This MOU shall be activated when a public health emergency exists and YCHHSD is required to provide prophylaxis to the community.

**2. DESIGNATED REPRESENTATIVES.** (Name) is the representative of YCHHSD and will administer this MOU for YCHHSD. (Name) is the authorized representative for FACILITY. Changes in designated representatives shall occur only by advance written notice to the other party.

**3. FACILITY.** FACILITY hereby acknowledges its intent to serve as a POD in the event that community prophylaxis is necessary to address a public health emergency and hereby agrees to do the following:

- A. After meeting responsibility requirements, FACILITY personnel will, upon the request of YCHHSD and to the extent of the Facility's ability, permit the use of its physical facilities and equipment by YCHHSD within 12 hours of YCHHSD's request for the time period requested in order to conduct mass clinics for disease prevention and control activities. Such facilities and equipment shall include, but not be limited to:

- Office equipment, including telephones, copy machines, computers, and fax machines;
  - Tables, chairs, desks, cots, wheelchairs;
  - Refrigerators; and
  - Parking areas
- B. Designate the following three points of contact in case of emergency:
- An Administrative point of contact, authorized to open the building, to serve as the primary point of contact;
  - A Facilities point of contact designated to work with YCCHSD to move, tables, chairs, etc.; and
  - A Security point of contact to work with YCHHSD and local law enforcement agencies in making security plans.
- C. Allow the facility to be visited by members of YCHHSD, local law enforcement, and, if applicable, the National Guard for the development and maintenance of a site dispensing plan.
- D. Allow the facility to be listed in a confidential annex to the local plan in order to distribute the Strategic National Stockpile (SNS).
- E. Encourage FACILITY personnel to volunteer to participate in training to serve as distribution clinic volunteers.

**4. YCHHSD agrees to do the following:**

- A. Provide a point of contact person to answer questions that FACILITY may have about these arrangements.
- B. Ensure that any supplies (including telephone charges, faxes, copy charges, etc.) that are used by YCHHSD in conducting mass clinics are replaced or the cost of said supplies are reimbursed to FACILITY, contingent upon the receipt by YCHHSD of a request for payment from FACILITY with back-up documentation of actual costs incurred attached.
- C. Ensure that health and security professionals will triage at the entrance of the facility and, to the best of their ability, prevent contagious people from entering the building.
- D. Coordinate the provision of extra security personnel.
- E. Ensure that any post-event cleanup that may be needed is performed.
- F. Provide training for personnel who will staff the mass dispensing clinic.

- G. Store, organize, and maintain pharmaceutical and medical materials delivered through the Strategic National Stockpile for use at the dispensing site. For the purpose of this agreement, 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 public health emergency; including, but not limited to, attacks of chemical, biological, radiological, or explosive terrorism. In addition, medical material includes but is not limited to, equipment designated to support the deployment and maintenance of pharmaceutical and medical materials such as specialized cargo containers and portable refrigeration units.

## 5. LIABILITY.

- A. FACILITY, by volunteering to be used as a dispensing site without any compensation for its use, is designated as a volunteer of the County of Yuba. All liability policies covering Yuba County facilities, including, but not limited to, professional liability, tort liability, and premises liability, are applicable to FACILITY during its use as a dispensing site.
- B. In the event that an incident is not covered under the policies listed in Section IV, Subsection A, then:
  - 1) Yuba 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 of YCHHSD or Yuba County, its employees, agents, or contractors in connection with the performances of dispensing services provided by YCHHSD. Property damage to the facility shall be identified and reported in writing to the appropriate Yuba County officials within thirty (30) days of the dispensing site closing, and;
  - 2) FACILITY 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 of FACILITY, its employees, agents or contractors, in connection with the performance of the services provided by FACILITY pursuant to this Agreement.
  - 3) Property damage not covered by any of the above conditions shall be the responsibility of FACILITY.

**6. GENERAL PROVISIONS.**

- A. This Agreement may be terminated by either party by giving written notice at least ninety (90) days prior to the effective date of such termination.
- B. FACILITY agrees to adhere to all health and safety standards as set forth by the State of California and/or the County of Yuba, including standards set forth in the Injury and Illness Prevention Program.

**7. NOTICES.** Any notice required or permitted to be given under this MOU shall be in writing and shall be served by certified mail, return receipt requested, or personal service upon the other party. When service is by certified mail, service shall be conclusively deemed complete three (3) days after deposit in the United States mail, postage prepaid, addressed to the party to whom such notice is to be given as hereafter provided.

If to YCHHSD:  
 (Name)  
 Director  
 Yuba County Health and  
 Human Services Department  
 P.O. Box 2320  
 Marysville, CA 95901

With a copy to:  
 County Counsel  
 915 8<sup>th</sup> Street, Ste #111  
 Marysville, CA 95901

If to FACILITY:  
 (Name)  
 (Title)  
 (Organization)  
 (Address)

The parties to this MOU hereby agree to any and all provisions as stipulated above. THEREFORE, IN WITNESS WHEREOF, this MOU has been executed as follows:

(Name of Facility)

By: \_\_\_\_\_ on \_\_\_\_\_  
 (Name/Title) Date

YUBA COUNTY HEALTH AND HUMAN SERVICES DEPARTMENT

By: \_\_\_\_\_ on \_\_\_\_\_  
 Suzanne Nobles, Director Date

APPROVED, AS TO FORM:

*by Daniel G. Montgomery Deputy*  
 Daniel G. Montgomery  
 County Counsel

Authorized pursuant to Yuba County Resolution No. \_\_\_\_\_