

Generic
MEMORANDUM OF UNDERSTANDING
Between the
[INDIAN NATION] **and the**
[COUNTY] **Department of Health (DOH)**

A. PURPOSE

This Memorandum of Understanding (MOU) is entered into by the [INDIAN NATION] (“Nation”), a federally recognized sovereign nation, and the [COUNTY] Department of Health (“County DOH”). The purpose of this MOU is to outline the terms under which the Nation’s Health Clinic facility, located at [HEALTH CLINIC ADDRESS], or comparable facility may be dedicated for use as a Point of Dispensing (POD) of assets from New York State’s stockpile or the Strategic National Stockpile, in the event of a public health emergency, to establish an emergency pharmaceutical dispensing or vaccination clinic, open to the Nation’s citizens and [County] County residents, at this location, and/or at another location chosen by the Nation’s representatives, to provide prophylaxis or medical supplies to this nation community.

B. DEFINITIONS

A *public health emergency* is any incident that poses a threat to the health of the community. Such incidents could include, but are not limited to, naturally occurring large-scale disease outbreaks, natural disasters and intentional or accidental releases of nerve agents, chemical agents, or biological pathogens.

The *Strategic National Stockpile* (“SNS”) is a federal resource that supplies pharmaceuticals, medical supplies, and equipment to mitigate the effects of a public health emergency.

A *Federally-recognized sovereign nation* is an American Indian Nation that has a government-to-government relationship with the United States and is acknowledged by the United States Federal government to hold inherent powers of self-determination and self-governance over its citizens and tribal lands; no decisions about tribal lands or resources can be made without approval of the tribal government.

C. NOTIFICATION

If a public health emergency occurs, resulting in activation of the Strategic National Stockpile plan, and the Nation’s leaders determine that the facility needs to be activated as a Point of Dispensing for the SNS or state assets, a representative (indicated in Appendix 1B) will notify the designated contact at the County DOH as soon as possible. The County DOH will be responsible for asset delivery to the site, and will consult with the Nation’s representatives to establish the most mutually-agreeable time for delivery to the Nation. The Nation agrees to have a representative present at the site when the County DOH representative(s) is/are due to arrive with the SNS or state assets. The Nation agrees to notify County DOH if the Nation changes the location of the POD, to assure that assets arrive at the correct location and to prevent delays.

D. EQUIPMENT

The Nation will supply the necessary on-site equipment to operate the POD, unless the Nation requests additional equipment from the County DOH. “On-site equipment” includes, but is not limited to, such items as: computers, printers, office supplies, tables, chairs, basic clinic supplies and basic communications equipment.

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E. TERMS OF FACILITY USE

The Nation will determine the length of time the facility would need to be utilized to operate a POD(s) for the given incident. The County DOH will provide guidance and assistance for decontamination/terminal cleaning of the POD site(s) after deactivation, if requested by the Nation.

F. MANAGEMENT OF AND ACCOUNTING FOR MEDICAL ASSETS

In order for the County DOH to comply with its agreement with New York State Department of Health (“NYSDOH”), which is in place in order for NYSDOH to comply with its agreement with the CDC regarding the management and tracking of SNS assets, the parties agree as follows: Any medical materials or assets from the SNS or State stockpile provided to the Nation by the County DOH will remain under the medical management of the County Commissioner of Health/Public Health Director and will be utilized only in accordance with the latest NYSDOH guidance. The Nation will (i) maintain the physical security and integrity of the medical materials and assets while they are in the Nation’s possession; (ii) comply with any handling and storage instructions provided by the County DOH, consistent with handling and storage instructions from NYSDOH; (iii) provide such material and assets free-of-charge to patients; and (iv) comply with all applicable laws and regulations. The Nation will assist the County DOH in recovering and accounting for all unused medical materials and assets. The Nation will maintain records accounting for all medical materials received, used, returned, or disposed of in accordance with instructions provided by the County DOH, consistent with instructions from NYSDOH.

G. RECOGNITION AND PRESERVATION OF SOVEREIGN IMMUNITY

The County DOH agrees that nothing in this agreement is intended as a diminution of the Nation’s sovereign immunity or any other aspect of the Nation’s sovereignty, or jurisdiction over its territory or its citizens. The County DOH acknowledges that the Nation’s sovereignty ensures the future of the Nation and the preservation of its culture.

H. TERM OF AGREEMENT

This agreement shall be in effect from [DATE] until [DATE]. Either party may terminate this agreement by written notice of such intention with thirty days advance notice.

[NAME] , [COUNTY] [Public Health Director or other authorized representative] Date _____

Chief [NAME], [INDIAN NATION] Date _____

[NAME] , [INDIAN NATION]Clinic Manager Date _____

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APPENDIX 1: Agency Representatives & Contact Information
--All Information Is CONFIDENTIAL--

A. [COUNTY] Department of Health

Primary Contact

Name:
Title:
Office Phone:
Cellular /Emergency Phone:
Fax :
Mailing Address:
Email Address:

Contact

Name:
Title:
Office Phone:
Cellular /Emergency Phone:
Fax :
Mailing Address:
Email Address:

Contact

Name:
Title:
Office Phone:
Cellular /Emergency Phone:
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Contact

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B. [INDIAN NATION]

Primary Contact

Name:
Title:
Office Phone:
Cellular /Emergency Phone:
Fax :
Mailing Address:
Email Address:

Contact

Name:
Title:
Office Phone:
Cellular /Emergency Phone:
Fax :
Mailing Address:
Email Address:

Contact

Name:
Title:
Office Phone:
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Email Address: