



Thomas Newton, MPP, REHS
Director

Chester J. Culver
Governor

Patty Judge
Lt. Governor

**MEMORANDUM OF UNDERSTANDING
MOU-200X-BTXX**

BETWEEN THE

IOWA DEPARTMENT OF PUBLIC HEALTH

AND THE

Insert Facility Name & City Location

THIS AGREEMENT is made and entered into, by and between the **Facility name**, and the IOWA DEPARTMENT OF PUBLIC HEALTH (IDPH).

PURPOSE: It is the mutual desire of IDPH and **Facility** to ensure that the state of Iowa is able to request, receive, repackage, store, distribute, and dispense federal and/or state controlled assets, including, but not limited to Strategic National Stockpile (SNS) assets during a public health emergency and/or disaster.

DUTIES OF PARTIES:

- I. For purposes of this memorandum of understanding the Director for the Division of Acute Disease Prevention and Emergency Response (ADPER) will serve as:
 - a. Individual responsible for this memorandum of understanding and subsequent addenda between the IDPH and the **Facility**.
 - b. IDPH designates Mary J. Jones, Deputy Director, Division Director of ADPER, as the individual responsible for the administration of this memorandum of understanding and subsequent addenda for the IDPH.
- II. IDPH agrees:
 - a. To designate an IDPH contact person for any questions/concerns regarding the **Facility** operation as a receipt, stage, and storage (RSS) facility.
 - b. To act as the lead agency for the request, receipt, storage, repackaging, distribution, tracking, and monitoring of the federal and/or state controlled assets during a public health emergency and/or disaster.
 - c. To develop and implement the Public Health Emergency Response Plan, annexes, and/or attachments in collaboration with participating agencies.
 - d. To provide overall coordination for the public health emergency and/or disaster to all participating agencies.
 - e. IDPH is responsible for the review and update of the Public Health Emergency Response Plan, annexes, and attachments as well as providing related training and exercises.

- f. IDPH is responsible to assure direct communication and coordination with a Homeland Security Emergency Management Division (HSEMD) designee and other participating agencies regarding the public health emergency and/or disaster.
- g. IDPH is responsible to identify a RSS Manager who shall be responsible for the operational functions of the RSS.
- h. The RSS Manager shall collaborate with the **Facility** Point of Contact or their representative during RSS operations.

III. **Facility** agrees:

- a. To appoint a Point of Contact (POC) from the **Facility**. The POC will be responsible for all communications with the **Facility** management and will communicate directly with the IDPH RSS Manager or their designee.
- b. To collaborate with their county emergency management agency, local law enforcement agencies, and other agencies and/or organizations as required to develop a security plan for the RSS facility.
- c. To participate in training and exercises conducted by IDPH as it relates to the Public Health Emergency Response Plan, annexes, and/or attachments.

IV. If federal and/or state controlled assets are deployed during a public health emergency and/or disaster in Iowa the **Facility** desires to assist in the receipt, stage, and storage of the assets and agrees:

- a. To provide a warehouse style facility at **Facility Address** for the receipt, stage, and storage of the assets until released for distribution.
- b. To provide for access (24 hours a day/7 days a week) and use of a minimum of 12,000 square feet of continuous open floor space and storage at **Facility Address** including:
 - i. Adequate electrical power to maintain distribution node operations (minimum of one 110 volt outlet)
 - ii. Adequate interior and exterior lighting to maintain daytime and nighttime distribution node operations
 - iii. Hard-wired, High-speed Internet access (minimum of 1 access outlet)
 - iv. Telephone and facsimile communication lines (minimum of 1 line each)
 - v. Adequate number of personnel to off-load and stage delivered assets at the RSS (minimum of 6 personnel)
 - vi. Adequate equipment to off-load delivered assets from a semi-trailer (minimum of 1 forklift and 1 pallet jack)
 - vii. Ability to store assets in an enclosed area free from the outside weather conditions
 - viii. Ability to maintain asset storage area temperature between 58 to 86 degrees Fahrenheit (15-30 degrees Centigrade)
 - ix. Adequate number of personnel to load assets onto delivery vehicles for transport to Regional Distribution Nodes or local facilities (minimum of 3 personnel)

- x. Adequate equipment to load SNS assets onto delivery vehicles (minimum of 1 forklift and 1 pallet jack)
 - xi. Access to restroom facilities
 - c. To appoint a POC from the **Facility**. This individual will participate in planning, preparedness, and response for the deployed assets and will serve as the contact person for the **Facility** regarding the RSS operations.
 - d. To implement emergency notification and operating procedures for the evacuation of equipment and personnel from **Facility and Facility Address** that may hinder the RSS operations when notified by IDPH that assets for a public health emergency and/or disaster has been deployed.
 - e. To implement the RSS facility security plan.
 - f. The POC will assure continuity of operations at **Facility** and assure use of the facility is within the **Facility** operating procedures.
 - g. The POC will collaborate with the RSS Manager on RSS operational issues for the **Facility**.
 - h. That IDPH and/or the State of Iowa shall not be liable for costs associated with the receipt, staging, or storing of the deployed assets as outlined in paragraphs III (a) – (g).
- V. It is mutually understood and agreed that:
 - a. The State of Iowa, meaning the Governor's Office, IDPH, or HSEMD has the authority to formally request deployment of federal and/or state controlled assets.
 - b. A Notification Directory will be established and updated by the ADPER Division of the IDPH on a regular basis and will be an appendix to the Public Health Emergency Response Plan.
 - c. IDPH expects that all functions and activities of the **Facility**, comply with the provisions of this memorandum of understanding, the Public Health Emergency Response Plan, annexes, and/or attachments and all federal and state laws, rules and regulations as appropriate. **Facility** expects that all functions and activities of the IDPH comply with the provisions of this memorandum of understanding, Public Health Emergency Response Plan, annexes, and/or attachments and all federal and state laws, rules and regulations as appropriate.
 - d. Catastrophic events may prevent **Facility** from providing some or all of the requirements identified in Section IV b of this document.
 - e. In the event that **Facility** can not provide the requirements listed in Section IV b of this document, **Facility** will notify IDPH. IDPH will determine if **Facility** can be used as a RSS.
 - f. **Facility & City Location** designates **Individual's name** as the individual responsible for the administration of this memorandum of understanding and subsequent addenda for the **Facility & City Location**.
 - g. This memorandum of understanding will become effective on the date of last signature found at the end of the agreement, and will remain effective until IDPH or **Facility** provides (60) days written notice in advance of the cancellation or termination of this agreement or for six years as provided and allowed under the Iowa Administrative Code 401, Chapter 12.11 with extension upon signature of both parties.

- h. **Facility** and IDPH agree in order to protect assets neither party will publicize in any manner the existence of this memorandum of understanding.
- i. This MOU shall be considered confidential in accordance with Iowa Code section 22.7(50) and the Policy for the Identification of Confidential Records under Iowa Code section 22.7(50).

VI. Indemnification

- a. **Facility** agrees to indemnify and hold harmless the State of Iowa and the IDPH, its officers, employees and agents appointed and elected and volunteers from any and all costs, expenses, losses, claims, damages, liabilities, settlements and judgments, including reasonable value of the time spent by the Attorney General's Office, and the costs and expenses and reasonable attorney's fees of other counsel required to defend the State of Iowa or the IDPH, related to or arising from:
 - o Any breach of this agreement;
 - o Any negligent, intentional or wrongful act or omission of the **Facility** or any agent or subcontractor utilized or employed by **Facility** in connection with the performance of this MOU;
 - o **Facility** performance or attempted performance of this agreement, including any agent or subcontractor utilized or employed by **Facility**;
 - o Any infringement of any copyright, trademark, patent, trade dress, or other intellectual property right; or
 - o Any failure by the **Facility** to adhere to the confidentiality provisions of this contract.
- b. IDPH shall, only to the extent consistent with Article VII, Section 1 of the Iowa Constitution and Iowa Code Chapter 669, indemnify and hold harmless the **Facility** from and against any and all costs, expenses, losses, claims, damages, liabilities, settlements and judgments arising directly out of the negligent, intentional, or wrongful acts or omissions of any officer, employee, or agent of IDPH in connection with the performance of this memorandum of understanding.
- c. Indemnification obligation of the parties shall survive termination of this contract.

VII. Insurance

- a. **Facility**, and any subcontractor, shall maintain in full force and effect, with insurance companies licensed by the State of Iowa, at the **Facility** expense, insurance covering its work during the entire term of this agreement and any extensions or renewals. **Facility** insurance shall, among other things, be occurrence based and shall insure against any loss or damage resulting from or related to the **Facility** performance of this contract regardless of the date the claim is filed or expiration of the policy. The State of Iowa and IDPH shall be named as additional insurers or loss payees, or the **Facility** shall obtain an endorsement to the same effect, as applicable.

- b. Unless otherwise requested by the IDPH in writing, the **Facility** shall cause to be issued the insurance coverage's set forth below:

Type of Insurance	Limit	Amount
General liability (including contractual liability) written on an occurrence basis	General Aggregate	\$2 million
	Product/Completed Operations Aggregate	\$1 million
	Personal Injury	\$1 million
	Each occurrence	\$1 million
Automobile liability (including any auto, hired autos and non-owned autos)	Combined single limit	\$1 million
Excess liability, umbrella form	Each occurrence	\$1 million
	Aggregate	\$1 million
Workers compensation and employer liability	As required by Iowa law	As required by Iowa law
Property damage	Each occurrence	\$1 million
	Aggregate	\$1 million

- c. All insurance policies required by this agreement shall remain in full force and effect during the entire term of this agreement and shall not be canceled.

- VIII. Status of **Facility**. The status of the **Facility** shall be that of an independent contractor. **Facility**, its employees, agents and any subcontractors performing under this contract are not employees or agents of the State of Iowa or any agency, division or department of the state. Neither the **Facility** nor its employees shall be considered employees of IDPH or the State of Iowa for federal or state tax purposes. IDPH will not withhold taxes on behalf of the **Facility** (unless required by law).
- IX. Amendments. This agreement may be amended in writing by mutual consent of the parties. All amendments to this agreement must be in writing and be fully executed by the parties.
- X. Federal and/or State Government agencies shall be exempt from Sections VI, VII, and VIII of this MOU.

IN WITNESS WHEREOF in consideration of the mutual covenants set forth above and for consideration, the receipt, adequacy, and legal sufficiency of which are hereby acknowledged, the parties entered into the above agreement and have caused their duly authorized representatives to execute this agreement.

Facility & City Location

BY _____

DATE _____

IOWA DEPARTMENT OF PUBLIC HEALTH

BY _____
Mary J. Jones, Deputy Director, Division Director, ADPER

DATE _____

