

MEMORANDUM OF UNDERSTANDING (MOU)

As Authorized by Ch. 39.34 RCW, the Interlocal Cooperation Act

Washington State Public Health Region Two (LHJ)

Clallam County, Jefferson County and Kitsap County

The parties acknowledge that Ch. 39.34 RCW, the Interlocal Cooperation Act, allows political subdivisions of the State of Washington to agree to undertake jointly actions and steps that each political subdivision is authorized to undertake on its own and hereby invoke that authority by executing this MOA.

This Memorandum of Understanding (MOU) is effective upon signing, by and among (LHJ) located in WA State Public Health Region Two, specifically Clallam County, Jefferson County and Kitsap County, the designated representatives of which have signed hereto.

It is understood that *this MOU is not a legally binding document*, but rather signifies the belief and commitment of the signatory LHJ that in the event of a region-wide disaster, the needs of the community may be best met if they cooperate and coordinate their response efforts. The extent to which a LHJ provides staff and resources during a disaster will be at the sole discretion of the providing agency's health officer, and will depend upon the available resources, circumstances and needs at the time of the disaster.

I. COMMUNICATION BETWEEN THE REGION'S LOCAL PUBLIC HEALTH JURISDICTIONS (LHJ) DURING A DISASTER:

The signatory LHJ may:

Communicate and coordinate efforts to respond to a disaster primarily via their health officers, department directors, public information officers, liaisons, and incident commanders.

Communicate with each other's Departments, Clinics, or Emergency Operations Center (EOC) by phone/fax/e-mail/radio/or other available means and/or maintain contact with one another during a region-wide disaster, or if designated as regional lead local health jurisdiction (Lead LHJ) during a region-wide disaster.

Release information through a designated Public Information Officer (PIO) or spokesperson during a disaster to allow public relations personnel to communicate with each other and release consistent educational/advisory messages to community and media. Each signatory LHJ may choose to designate a Public Information Officer (PIO) who may be the local health liaison with their EOC. If there is no PIO, messages may be coordinated through your local emergency operations center (EOC).

II. ONGOING COMMUNICATION ABSENT A DISASTER:

The signatory LHJ may:

- Meet a minimum of twice yearly to discuss continued emergency response issues and coordination of response efforts.
- Identify primary point-of-contact and back-up individuals for ongoing communication purposes. These individuals may be responsible for determining the distribution of information within their health care organization.

III. SHARING OF STAFF, MEDICAL & PHARMACEUTICAL SUPPLIES AND RESOURCES & MATERIALS:

In the event of a region-wide disaster when public health staff is in surplus at one of the signatory LHJ and lacking at another, the signatory LHJ with the surplus may share staff to help ensure that the available public health staffs in the region are adequately staffed during a disaster. Said staff loaned by the signatory LHJ having a surplus of staff shall be compensated for work performed while on loan pursuant to their normal terms and conditions of employment by the signatory LHJ having the surplus. The lending signatory LHJ may seek to recover from the borrowing signatory LHJ the costs the lending signatory LHJ incurred by lending its staff members.

In the event needed medical/pharmaceutical supplies, and resources/materials are in surplus at one of the signatory LHJ and lacking at another, the signatory LHJ with the surplus may share medical/pharmaceutical supplies, and resources/materials to help ensure that LHJ in the region receive necessary medical/pharmaceutical supplies, and resources/materials during a disaster. The signatory LHJ providing the supplies,

resources or materials to another signatory LHJ may seek to recover from the recipient signatory LHJ the costs of the supplies, resources or material so supplied.

The signatory LHJ acknowledge that a signatory LHJ that is a recipient of staff, supplies, resources or materials from another signatory LHJ will be expected to reimburse that other signatory LHJ for the costs that LHJ incurred.

The sharing of staff, medical/pharmaceutical supplies, and resources/materials sharing described above may occur in cooperation between the health officers, department directors, or incident commanders at the involved signatory LHJ.

IV. LIABILITY:

The parties to this Memorandum of Understanding agree that each party is solely responsible for any and all claims, actions, suits, liability, loss, expenses, damages, and judgments of any nature whatsoever, including costs and attorney's fees in defense thereof, for injury, sickness, disability or death to persons or damage to property caused by or arising out of their employee's or agent's performance of his or her duties in furtherance of this MOU. Provided further, that in the event of the concurrent negligence of any of the parties obligations hereunder shall apply only to the percentage of fault attributable to themselves, their employees or agents. Nothing in this MOU shall be interpreted as a waiver of any defenses to a claim, lawsuit or action that a signatory LHJ may possess, including, but not limited to, sovereign immunity from suit.

V. MISCELLANEOUS PROVISIONS:

This MOU and any attached exhibits constitute the entire MOU between the signatory LHJ. This MOU shall remain in effect until two signatory LHJ formally terminate their participation. Amendments to this MOU must be in writing and signed by all participating LHJ. A signatory LHJ may at anytime terminate its participation in the MOU by providing sixty-day (60 days) written notice to the department director/clinic director at each of the signatory LHJ.

VI. AUTHORITY TO SIGN:

Each Local Health Officer who executes this MOU on behalf of his LHJ hereby affirms and swears that he or she has obtained the permission of their local health board to affix their signature to this MOU.

Region Two Signatory (LHJ):

Agency: Clallam County Department of Health and Human Services

Stephen P. Tharinger
Print Name

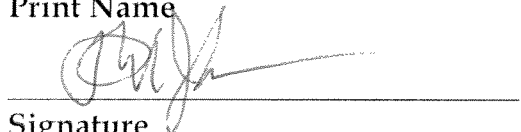

Signature

Chair, Board of Commissioners
Print Title

November 27, 2007
Date

Agency: Jefferson County Public Health

Phil Johnson, Chairman
Print Name


Signature

Chairman
Print Title

9/24/07
Date

Agency: Kitsap County Health District

Scott Lindquist
Print Name


Signature

Director of Health
Print Title

12-3-07
Date

Approved as to form only:

David Albany 9/12/07
Jefferson Co. Prosecutor's Office

Approved as to form: 7/22
Mark Nichols
Deputy Prosecuting Attorney
Clallam County
10/30/07

EXHIBIT A

DEFINITION OF TERMS

Local Health Jurisdiction. Public health services are population-based, focusing on improving the health status of the population, rather than simply treating individuals. This responsibility is shared by the State Department of Health and 34 local public health jurisdictions serving Washington's 39 counties

Disaster. A situation where the resource requirements of an incident exceed available resources.

Emergency Operations Centers (EOC). The coordination center for emergency response to an incident. The State, County, City, and affected hospitals may each have their own EOC or Command Center for their portion of the event, but liaison efforts among such centers are of critical importance.

Incident Command System (ICS). ICS is used by response agencies to identify the command structure and operational branches during an emergency. An incident commander is a component of the incident command system.

Public Information Officer (PIO). A person designated by an agency or group to speak on behalf of all during an emergency to assure consistent messages and flow of information to the community.

Medical Supplies. Those medical supplies that are not in use and may be in surplus in one or more of the LHJ or tribes, and may be lacking in another, the LHJ and tribe with the surplus may choose to share their medical supplies to help ensure patients in the region receive necessary treatment during a disaster.

Pharmaceuticals. Those pharmaceutical supplies that may be in surplus in a LHJ or tribe, and may be lacking in another, the LHJ or tribe with the surplus may choose to share their pharmaceutical supplies to help ensure patients in the region receive necessary treatment during a disaster.

Resources/materials. Those resources/materials that may be available in a LHJ or tribe, and may be lacking in another, the LHJ or tribe with the surplus may choose to share their resources/materials to help ensure LHJ and tribes in the region have the necessary resources/material during a disaster.

Staff. Personnel who are currently employed/assigned to each LHJ or tribe that may be able to provide assistance to another LHJ or tribe who may be lacking key personnel or simply overwhelmed by the disaster, LHJ and tribes may choose to make available those personnel to help ensure personnel staffing in the region are adequate during a disaster.