

**MEMORANDUM OF UNDERSTANDING
EMERGENCY VACCINE/MEDICATION DISPENSING**

This Memorandum of Understanding (“MOU”) is entered into on the date of the last signatory noted below, by and between the Columbia School District No. 93 (“CPS”) and the City of Columbia, Missouri, on behalf of the Columbia/Boone County Public Health and Human Services Department (“City”).

WHEREAS, in the event of a public health emergency, the Columbia/Boone County Public Health and Human Services Department is responsible for the coordination of the distribution of medications and vaccines obtained from the Strategic National Stockpile of medications, vaccines and medical supplies; and

WHEREAS, in order to quickly and efficiently distribute medications or vaccines throughout the population, it is desirable to delegate some responsibility for such distribution to entities with large employee populations which also have the physical facilities and trained personnel to safely do so; and

WHEREAS, the Parties entered into an agreement related to emergency vaccine/medication dispensing on June 4, 2007; and

WHEREAS, the Parties desire to terminate the June 4, 2007 agreement and replace it with this MOU.

NOW, THEREFORE, in consideration of the mutual agreements set out herein, the Parties agree as follows:

1. Upon a determination that a public health emergency exists that requires activation of the Strategic National Stockpile, City shall make application to the appropriate authorities for supplies and medications held by the Stockpile.
2. CPS shall communicate to City information required by City and not otherwise protected by law from disclosure, such as but not limited to: quantities of medication or vaccine needed, emergency point of contact and delivery site information.
3. City, upon receipt, shall transport the requested supplies and medications to CPS and shall supply CPS with proper standing orders regarding dispensing the supplies and/or medications, including but not limited to orders for: dosing, follow-up procedures and releasable information regarding the emergency situation.
4. City shall provide CPS with consent forms and patient education materials as appropriate to the event. CPS shall duplicate and distribute this information to its employees and their immediate families.

5. CPS agrees to dispense the supplied medications and vaccinations to CPS' employees and the employees' immediate family members according to recommended public health guidelines. Immediate family, as used in this MOU, shall include all family members, including foster children, living in the same residence with employee.
6. CPS shall ensure the safety and security of all medications and supplies acquired from City and shall maintain, store and rotate them as recommended by the manufacturer. All unopened supplies and medications shall be returned to City.
7. After dispensing the supplied medications and vaccinations, CPS shall participate in enhanced surveillance with City to monitor and detect illness in the employees and their immediate families, but only to the extent allowed under applicable laws and consented to by CPS' employees and employees' immediate family members.
8. CPS will be considered a "closed site" in that it will not dispense medications to the public at large, but only to its employees and the employees' families.
9. The confidentiality of patients and patient information will be maintained as required and enforced by the Health Insurance Portability and Accountability Act (HIPAA), the Family Educational Rights & Privacy Act (FERPA), the Policies and Procedures of CPS' Board of Education, and any other applicable law relating to confidentiality of personal information. In the event of a conflict between a law and the Policies and Procedures of CPS' Board of Education, the law will prevail.
10. This MOU may be amended by mutual agreement of the parties, in writing, at any time and may be terminated by either party upon sixty (60) days' written notice to the other party.
11. Representatives of City and CPS may meet periodically to evaluate the necessity for the continuation of this MOU and to make suggestions for amendments to this MOU and to resolve any other operational concerns.
13. Unless required by law, CPS shall at no time be required to take any action which would be in violation of the Policies and Procedures of CPS' Board of Education.
14. This MOU shall remain in effect for a term beginning on the date of the last signatory noted below and ending June 30, 2022, unless otherwise terminated by either party as permitted herein. Thereafter, the MOU shall be renewed for successive terms of one year upon mutual written agreement by both parties, unless the MOU is terminated pursuant to the provisions of this MOU.
15. Governing Law and Venue. This MOU shall be governed, interpreted, and enforced in accordance with the laws of the State of Missouri and/or the laws of the United States, as applicable. The venue for all litigation arising out of, or relating to this contract document, shall be in Boone County, Missouri, or the United States Western District of Missouri. The Parties hereto irrevocably agree to submit to the exclusive

jurisdiction of such courts in the State of Missouri. The Parties agree to waive any defense of forum non conveniens.

16. No Waiver of Immunities. In no event shall the language of this MOU constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitutions or laws.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties' authorized representatives have signed this Memorandum of Understanding on the dates set forth below.

**CITY OF COLUMBIA, MISSOURI, on
behalf of the COLUMBIA/BOONE
COUNTY PUBLIC HEALTH AND
HUMAN SERVICES DEPARTMENT**

By: _____
John Glascock, Interim City Manager

Date: _____

SKB

ATTEST:

By: _____
Sheela Amin, City Clerk

APPROVED AS TO FORM:

By: _____
Nancy Thompson, City Counselor/rw

COLUMBIA SCHOOL DISTRICT NO. 93

By: _____
Helen Wade, Board President

Date: _____ 09/09/2019

Attest:

Jacy L. Davengott
Board Secretary