

**State of New Hampshire
Point of Dispensing Standard Operating Guide**

**Building Your Public Health Region
RECOMMENDED MEMORANDA OF UNDERSTANDING**

New Hampshire Homeland Security and Emergency Management (HSEM) has identified several types of Memoranda of Understanding (MOU’s) that will be valuable to Public Health Regions (PHR’s) as they establish a sustainable planning and response mechanism over the coming months. PHR’s have recently completed the process of signing agreements for one organization to serve as fiscal agent for the specific purpose of pandemic influenza planning. The MOU’s described below are more generic, designed to support all-hazards planning and response.

The State recommends, but does not require, that PHR’s develop these agreements and structure them according to the components described below.

Town to PHR MOU	Vendor to PHR MOU	Facility to PHR MOU
Formalizes the relationship among the towns in a particular PHR. It documents the agreement to participate in the PHR planning process and to develop regional response capabilities.	Formalizes relationships between the PHR and vendors so that “handshake” understandings don’t fall apart in a large-scale or long-duration incident.	Formalizes relationships between the PHR and facilities to be used as dispensing, alternative care, or staging sites so that concerns about notification, liability, restoration, and limits of use are addressed.

KEY COMPONENTS OF ALL MOUS

Use plain language. By definition, the PHR planning process brings together people from different institutional backgrounds. Use of acronyms, jargon, or needlessly legalistic language defeats the purpose of an MOU.

- **Purpose** – Why do you need this MOU?
- **Effective Date and Termination Procedures** – When does the agreement start? How can one of the signatories terminate the agreement should they decide to do so?
- **Amendment Procedures** – How can the signatories propose and make a change?
- **Definitions** – If there are terms you are using or assumptions you are making that might not make sense to a newcomer, clarify them. Walk through your MOU with the people from your AHHR asking the question, “What do you think this means you (or other people) would do?” If not everyone has the same answer, some clarification is necessary.
- **Confidentiality** (if needed) – Some facilities or vendors may not want their arrangement to be public knowledge. If so, clarify the terms of confidentiality.
- **Notification and Demobilization** – How will signatories be notified if the MOU is activated? How will they know when activities under the MOU can cease? This is particularly a concern in MOU’s with vendors and facilities.
- **Liability and Insurance** – See below.
- **Decision Making Process** – Sometimes it is not possible to clarify all issues in advance (compensation is a good example of this). Each MOU should specify a decision-making process for questions that arise when an MOU is activated. Given that most MOU activations will take place in an emergency situation, the decision-making process should be something that can happen quickly and under less than ideal conditions.

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OTHER CONSIDERATIONS

Scope of Activities for Towns: In the MOU's that join the towns to the PHR, address the town's willingness to participate as part of the region in a variety of activities including planning, training, exercise, response, equipment purchase and storage, etc. Although existing mutual aid agreements may cover some of the response activities, they rarely address the other types of activities.

Compensation and Restoration: Vendors and facilities will want to know how they will be compensated for costs incurred and how property will be restored to its pre-incident condition. Obviously, this will be different depending on the size and scope of the event. However, the MOU can tell them how to get their questions about these topics answered during and after an incident.

WHY BOTHER?

Crafting MOU's may seem like a lot of work for things you normally get done with a handshake or a quick telephone call. In most cases, these informal arrangements will still work. However, in an event that is very large and/or goes on for a long time, things break down. The people you normally work with may be unavailable. A vendor or facility may experience competing demands. In a major event, you don't want to be figuring out how to fill routine needs. A little advance work on MOU's can help ensure that your responders can spend their time focusing on the health and safety needs of the community.

LIABILITY AND COSTS

Liability and Insurance: Who is responsible for liability when a facility is used or when a vendor supplies an item or service in emergency conditions? It is unlikely that the State will assume this responsibility, but the final answer has not been developed. If a declaration of emergency has been made then the immunity provisions under RSA 21 P may apply. Additionally, there may be other immunities that are available to local governments that are similar to the discretionary or planning function immunities of the state under RSA 541: B. Communities should consult with their legal counsel for further direction.

Costs: Which costs associated with planning, supplying, training, exercising, and responding are the responsibility of the town, the PHR, the State, and the Federal government? The State has identified several funding streams available to PHR's for specific purposes, but the broader answers to these questions require further definition.