

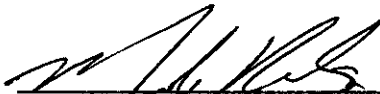
**ORDER: APPROVE MEMORANDUM OF UNDERSTANDING WITH MISSISSIPPI
STATE DEPARTMENT OF HEALTH FOR USE OF ARENA AS OPEN POINT OF
DISTRIBUTION**

Motion was made by Brent Larson, duly seconded by Larry Gillespie, to authorize Memorandum of Understanding with MS State Department of Health for use of Arena as Open Point of Distribution.


The vote on the motion was as follows:

Supervisor Brent Larson, voted yes
Supervisor Larry Gillespie, voted yes
Supervisor David Rikard, voted yes
Supervisor Chad McLarty, voted yes
Supervisor Mike Roberts, voted yes

After the vote, President Roberts, declared the motion carried, this the 18th day of September, 2023.



Mike Roberts, President
Board of Supervisors



Sherry Wall, Chancery Clerk

MEMORANDUM OF UNDERSTANDING

MISSISSIPPI STATE DEPARTMENT OF HEALTH

SECTION I – PARTIES TO THE AGREEMENT

- A. This memorandum of Understanding (MOU) is made and entered into by and between Mississippi State Department of Health (hereinafter referred to as “MSDH”) and Lafayette County Multipurpose Arena, 70 FD Buddy East Pkwy, Oxford, MS 38655 (hereinafter referred to as “SITE”).

SECTION II – PURPOSE

- A. The purpose of this MOU is to provide a location for emergency response activities regarding dispensing of medical countermeasures delivered through the Strategic National Stockpile.

SECTION III – SCOPE OF AGREEMENT

All parties agree to:

- A. Abide by the terms of any other agreements entered into in coordination with this MOU (BAA, etc.). When possible, such other agreements should be added as attachments or appendices to this MOU.
- B. Limit access to the site to those persons authorized to assist in provision of Stockpile medications or vaccines and those recommended to receive the medications or vaccines.
- C. Comply with any and all applicable parts and sections of 2 CFR § 200.317 Procurements by States.

SITE agrees to:

- A. Allow MSDH to use the space for disaster response where the Strategic National Stockpile would be deployed in the event of bioterrorism or disaster requiring medical countermeasure dispensing for the public.

MSDH agrees to:

- A. Utilize the site for disaster response.
- B. Utilize the site for drills and exercise for emergency response preparation.

SECTION IV - INFORMATION USAGE AND CONFIDENTIALITY

- A. All data developed or utilized under this Agreement will be stored, transported, protected, shared, used, retained, returned and/or destroyed in accordance with applicable federal and state law, regulations, and standards including, but not limited to, the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA), the Family Educational Rights and Privacy Act (FERPA), and the Health Information Technology for Economic and

Clinical Health (HITECH) Act, and their corresponding regulations. Utilizations of the data falling under this Agreement must adhere to the parameters set under this Agreement. Any other utilizations of this data must be agreed to in writing by all parties and incorporated as an amendment to this Agreement.

- B. In the event that any party receives notice that a third party requests divulgence of confidential or otherwise protected information and/or has served upon it a subpoena or other validly issued administrative or judicial process ordering divulgence of confidential or otherwise protected information, the party shall promptly inform the other parties and thereafter respond in conformity with such subpoena as required by applicable state and/or federal law, rules, and regulations. The provision herein shall survive the termination of the Agreement for any reason and shall continue in full force and effect and shall be binding upon all parties and their agents, employees, successors, assigns, subcontractors, or any party claiming an interest in the Agreement on behalf of, or under, the rights of the parties following termination.

SECTION VI - EFFECTIVE DATES AND TERMINATION DATES

- A. This Agreement shall become effective upon the signing by all parties and terminate May 31, 2025.

SECTION VIII - MODIFICATION OR AMENDMENT

- A. Modifications, changes, or amendments to this MOU may be made upon mutual agreement of all parties. However, any change, supplement, modification, or amendment of any term, provision, or condition of this MOU must be in writing and signed by all parties.

SECTION IX – NOTICE

- A. Any notice required or permitted to be given under this MOU shall be in writing and sent by United States Certified Mail, Returned Receipt Requested to the party to whom the notice should be given at the address set forth below:

SITE: Lafayette County Multi-purpose Arena
C/O Lisa Carwyle – County Administrator
300 North Lamar Blvd
PO Box 1240
Oxford, MS 38655

MSDH: Daniel P. Edney, MD, State Health Officer
Mississippi State Department of Health
570 E. Woodrow Wilson Drive
P.O. Box 1700
Jackson, MS 39215-1700

SECTION X - LIABILITY

- A. As an entity of the State of Mississippi MSDH liabilities are determined and controlled in accordance with Mississippi Code Annotated§ 11-46-1 *et seq.*, including all defenses and exceptions contained therein. Nothing in this Agreement shall have the effect of changing or altering the liability or of eliminating any defense available to the State under statute.

Daniel P. Edney, MD
State Health Officer
Mississippi Department of Health

Date

MSDH Regional Representative

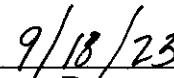
Date

MSDH OPER Central Representative

Date



Site Authorized Representative



Date