

MEMORANDUM OF AGREEMENT
Cooperative Services Agreement during Emergency Situations

BETWEEN

State A Public Health Laboratory

AND

State B Public Health Laboratory

Subject:

Cooperative Laboratory Services Agreement during Emergency or Critical Situations related to testing of clinical and environmental samples of suspect organisms and/or scientific expertise as capabilities and capacities allow.

Purpose:

To establish guidance and outline the respective functions of the parties to the Memorandum of Agreement (MOA) with respect to providing laboratory testing capacity during emergency situations related to clinical and environmental samples. Develop a laboratory partnership focused on preparing for and responding to public health emergencies.

Background:

State public health laboratories have multi-functional roles in providing analytical support to a variety of environmental and clinical programs, and sharing a common mission, a working relationship and mutual support in times of need between other public health laboratories is crucial.

The intent of this agreement is to provide a framework for sharing resources to laboratory testing capability and capacity during emergency situations which exceed or disrupts the ability of one facility to meet emergency response needs or maintain essential core laboratory functions.

Demand for response services during emergency situations can exceed the routine capacity of a laboratory. This agreement documents the willingness of the states public laboratories as parties to this agreement to provide readily available human and technical resources requested during an emergency.

It is anticipated that this aid would be requested when any delay in laboratory response could pose a significantly increased threat to public health or the state economy. This agreement is entered on voluntary basis, and describes the aid that is projected to be available at the time of an emergency and ongoing cooperative activities that will facilitate an emergency response.

This agreement addresses the willingness of the state public health laboratories to provide laboratory testing capabilities during an emergency situation in which there are compromised laboratory diagnostic capabilities.

Definition:

An emergency situation can be declared by any party when disruption of routine laboratory operations occurs. The emergency could be for a variety of reasons including an accident, naturally occurring incident, public health crises or disasters including naturally occurring pathogens affecting animals, plants and/or humans or from a terrorist attack, either real or perceived, including nuclear, biological or chemical weapons of mass destruction, The emergency may not meet the federal or state definitions of a wide-spread emergency, and may arise out of a situation either internal or external to states.

Responsibilities:

The parties hereto agree to be bound as follows:

- a) in the event of a severe disruption of analytical services or an emergency situation such as an act of terrorism or a natural disaster, either party may declare an emergency and request specific support as needed;
- b) the partner Public Health Laboratory will offer assistance within its capacity and continue this support until the need is no longer present.

The parties hereto agree to:

- a) provide results of laboratory tests in an electronic or paper version in a confidential manner;
- b) provide the appropriate specimens for testing;
- c) provide for disposal of medical waste and maintain itemized list of costs incurred for reimbursement;
- d) provide for transportation of the specimens to and from the laboratory and pay for all costs related to such specimen(s) transportation;
- e) dissolution of the contract without cause, immediately upon notice.

Effective Date:

This MOA will become effective on the date all parties have affixed their signature hereto. This MOA supersedes any previous agreements and will remain in effect indefinitely unless either party requests termination or modification of this agreement. A 30-day written notice is expected to be given by either party to terminate this agreement. The 30-day notice may be waived if it is determined necessary by the state's laboratory director at any time, to be in the interest of the mission requirements to terminate the agreement without notice.

The parties hereto have reviewed, agreed upon, and executed this Agreement in duplicate by proper persons duly authorized. Both organizations will maintain original copies of the document with all signatures affixed.

State A Public Health Laboratory Director:

Print Name: _____ (Date)
Title:

State B Public Health Laboratory Director:

Print Name: _____ (Date)
Title: