

**MEMORANDUM OF UNDERSTANDING BETWEEN THE COUNTY OF TEHAMA AND THE
AMERICAN RED CROSS, GOLD COUNTRY REGION**

I. Purpose

This Memorandum of Understanding (MOU) is entered into between the County of Tehama (County) and the American Red Cross, Gold Country Region (Red Cross) to provide for a cooperative working relationship that responds to the needs of victims of disasters and local emergencies. It is the desire of both parties to provide for effective coordination of their resources to be utilized in such disasters and emergencies, and minimize unnecessary duplication of effort.

“Disaster” and “emergency” shall be defined to include, but not limited to, those events and conditions described in California Government Code Section 8654, whether or not they require federal emergency assistance and/or are declared to be such by the President of the United States or the Governor of California.

II. Parties

A) County of Tehama

County recognizes that in the times of natural disasters and emergencies, the Red Cross has the responsibility for meeting urgent and emergency needs of victims for food, clothing, shelter and emergency first aid in congregate care facilities including disaster welfare inquiry services.

County in times of natural disasters has the responsibility to implement and abide by the California State Emergency Services Act, California Standardized Emergency Management System (SEMS), the Robert T. Stafford Disaster Relief and Emergency Assistance Act, United States Code Title 42 as well as the Public Health and Welfare Code, Chapter 68-Disaster Relief. Care and Shelter is one of several critical emergency management capabilities maintained by the county for use during disaster.

The Tehama County Department of Social Services (TCDSS) is the agency responsible for coordinating all county Care and Shelter support. TCDSS leads a Care and Shelter team comprised of the following agencies:

- American Red Cross, Gold Country Region (ARC) which operates county shelters;
- North Valley Animal Disaster Group (NVADG) which operates county pet sheltering;
- Tehama County Department of Public Works (TCPW) which designates shelter access routes and manages shelter occupant transport;
- Tehama County Division of Animal Services (TCDAS) which coordinates pet and livestock support;
- Tehama County Health Services Agency (TCHSA) which provides nursing and counseling at shelters, including public health nursing, First Aid and crisis counseling;

- Tehama County Office of Emergency Services (OES) which coordinates all county emergency management activity; and
- Tehama County Sheriff's Office (TCSO) which provides security.
- Tehama County Department of Social Services (TCOSS) which will provide Shelter staff as needed
- Tehama County Department of Environmental Health which provides initial shelter assessments and inspections as needed.

The County Health Officer has the authority, as outlined in the California Health and Safety Code 101080, to declare a local health emergency whenever there is an imminent and proximate threat of the introduction of any contagious, infectious, or communicable disease, chemical agent, non-communicable biologic agent, toxin, or radioactive agent.

County employees upon hiring are considered disaster service workers and are covered under county workers compensation and liability protections.

County has access to a statewide disaster healthcare volunteer database and the ability to provide the Tehama county residents within that database with a valid disaster service worker oath.

B) American Red Cross

1. Services for people affected by disasters

Founded in 1881, the Red Cross is the nation's premier emergency response organization. As part of a worldwide movement that offers neutral and impartial humanitarian care, the Red Cross is the community-based organization that mobilizes people to aid victims of disasters with the aim of preventing and relieving suffering. The Red Cross provides disaster services without regard to race, color, national origin, religion, gender, age, disability, sexual orientation, citizenship or veteran status. It follows the Fundamental Principles of the International Red Cross and Red Crescent Movement. The Red Cross is closely integrated into community response efforts, including the efforts of federal, state and local government and non-government organizations. The Red Cross goal is to work with all partners to lead a well-integrated, effective and efficient response to every disaster.

The Red Cross provides disaster services pursuant to its Bylaws and other internal policies and procedures as well as its Congressional Charter (USC 36 § 00101-300111). In the Charter, Congress authorized the Red Cross "to carry out a system of national and international relief in time of peace, and apply that system in mitigating the suffering caused by pestilence, famine, fire, floods, and other great national calamities."

Following a disaster, whether natural or human-made, the Red Cross will provide some or all of the following services:

Food, Shelter and Emergency Supplies

During a disaster, Red Cross first priority is to ensure that people have a safe place to stay, food, and emergency supplies. Red Cross works with government and community partners to open shelters where residents will find comfort with a hot meal, recovery information, and a place to rest. For emergency workers and people returning to their homes, the Red Cross mobilizes emergency response vehicles from which disaster workers distribute food and water, and essential clean up items that might not be immediately available in the community.

Welfare Information

Disasters often disrupt regular communication channels and can separate families. Through the Red Cross nationwide network of chapters, family members may request welfare information regarding their loved ones. The Red Cross “*Safe and Well*” Web site enables people within a disaster area to let their families and friends outside of the affected region know that they are all right. Clients register *on Safe and Well* at www.redcross.org/safeandwell. During large scale disasters, individuals without internet access can call 1-800-RED-CROSS to register.

Client Casework and Recover Planning and Assistance

Red Cross provides individual client services for disaster related needs through casework focusing particular attention to those who have experienced significant damage or loss of their homes. This casework process helps the worker to assess the client’s immediate needs, and connect the client with items, which may include referrals to local resources and/or financial assistance to meet those needs. The Red Cross caseworker also engages the client in a brief planning process which can help identify action steps for the client to follow in the first few days or weeks after a disaster. Red Cross caseworkers protect client confidentiality and work closely with other organizations and groups to ensure clients have access to all available resources.

Disaster Health and Mental Health Services

After an emergency, injuries can ensue, essential prescription medicines lost and the shock and stress of sudden loss can overwhelm a person’s normal coping skills. The Red Cross deploys licensed health and mental health professionals who are trained and equipped to provide assistance at the time of a disaster. Red Cross disaster health services professionals can provide emergency first aid and medical assessment, triage and replacement of emergency medications with item distribution, financial assistance or referrals to community partners. Red Cross disaster mental health professionals provide mental health assessments, crisis intervention and a sympathetic ear to those in needs.

2. Services related to the National Response Framework

The Red Cross is a co-lead for the mass care component of Emergency Support Function #6 of the National Response Framework. In this role, the Red Cross engages in a variety of activities to support in their planning, coordinating and executing of mass care programs and strategies. The Red Cross also takes a leadership role in working with other non-governmental organizations and private companies that provide services during a disaster.

3. Organization

The Red Cross is a single corporation, chartered by the United States Congress to provide humanitarian services. It's national headquarters, located in Washington, D.C. is responsible for implementing policies and procedures that govern Red Cross activities and provides administrative and technical oversight and guidance to the chartered units. Which include chapters and blood service regions. Each chapter has certain authority and responsibility for carrying out Red Cross disaster preparedness and response activities, delivering local Red Cross Services and meeting corporate obligations within the territorial jurisdiction assigned to it. Each chapter is familiar with the hazards of the locality and surveys local resources for personnel, equipment, supplies, transportation, emergency communications, and facilities available for disaster relief. The chapter also formulates cooperative plans and procedures with local government agencies and private organizations for relief activities should a disaster occur.

Through its nationwide organization, the Red Cross coordinates its total resources for use in large disasters. In order to provide these services, the Red Cross may call on the federal, state or local government for assistance when voluntary contributions are not sufficient to meet community needs.

III. Cooperative Actions

The Red Cross and County will coordinate their respective disaster relief activities to maximize services to the community and avoid duplication of efforts in the following ways:

1. Maintain close coordination, liaison, and support at all levels with conferences, meetings, and other means of communication. Include a representative of the other party in appropriate committees, planning groups and task forces formed to mitigate, prepare for, respond to, and recover from disasters and other emergencies.
2. During disasters and emergencies, keep each other informed of the human needs created by the events and the services they are providing. Share current data regarding disasters, to include statistical information, historical information, emerging needs and trends, damage assessments, among others, and disaster declarations and service delivery.
3. Work together to develop plans and secure resources to facilitate delivery of services to people with disabilities and/or functional and access needs during a disaster.
4. During the time of disaster and readiness, work in coordination to provide public information by participating in a joint information center and or collaborating with the county designated public information officer.
5. Both parties will participate in the other's training, educational, developmental and evaluation opportunities as applicable to the mitigation, preparation, response and recovery from disaster or emergencies. Examples of trainings from Red Cross include Shelter Fundamentals, and training on Red Cross nursing and mental health protocols. Examples of activities hosted by the county could include county wide exercises, drills and after action reporting .

6. The County will support the Red Cross in the use of the American Red Cross National Shelter System (NSS) and the Red Cross shall coordinate shelter information sharing and reporting with the County.
7. County will provide needed staff as available and to the extent permitted by state law, to assist the Red Cross in disasters and emergency operations. Examples of staff that could be deployed to a Red Cross shelter include public health nurses, mental health interns, licensed clinicians or case managers, social workers, environmental health specialists and deputies. Staff salaries and benefits will be provided by the County.
8. County through its Environmental Health Department will conduct initial shelter assessment inspections. Site visits will be conducted within the first 48 hours of a shelter opening.
9. Both parties will participate in an annual review of the other parties' shelter site list for accuracy and completeness.
10. Red Cross and the Tehama County Sheriff's office will confer with each other prior to the opening of any shelter.
11. County, through its Social Services Department can support local government and American Red Cross with additional staff to operate disaster shelters.
12. County through its, Tehama County Department of Public Works (TCPW) which designates shelter access routes and manages shelter occupant transport.
13. County through its, Tehama County Division of Animal Services (TCDAS) which coordinates pet and livestock support.
14. During a disaster or emergency, both parties will work together to acquire necessary resources that increase the County and Red Cross's capacity to respond to disasters and emergencies.
15. Both parties agree to abide by all federal and state confidentiality laws including, but not limited to, Health Insurance Portability and Accountability Act of 1996 (HIPAA), 42 Code of Federal Regulations part 2, Welfare and Institutions Code §5328, and California Civil Code §§ 56-56.37 (Confidentiality of Medical Information Act).
16. Both parties will widely distribute this MOU within their respective organizations and departments and encourage full cooperation.

IV. Periodic Review

The parties will, on an annual basis, jointly evaluate their progress in implementing this MOU and revise and develop new collaborative actions as appropriate.

V. Term and Termination

This MOU is effective as of date of signing and will be in place for a period of 5 years from that date. This MOU may be terminated by either party with written notification at any time for any reason.

VI. Non-Discrimination

Both parties shall not employ discriminatory practices in the treatment of persons in relation to the circumstances provided for herein, including assignment of accommodations, employment of personnel, or in any other respect on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation.

VII. Law and Venue

This agreement shall be deemed to be made in, and shall be governed by and construed in accordance with the laws of the State of California (excepting any conflict of laws provisions which would serve to defeat application of California substantive law). Venue for any action arising from this agreement shall be in Tehama County, California.

VIII. Authority

Each party executing this Agreement and each person executing this Agreement in any representative capacity, hereby fully and completely warrants to all other parties that he or she has full and complete authority to bind the person or entity on whose behalf the signing party is purposing to act.

IX. Compliance With Laws and Regulations

All services to be performed by Contractor under to this Agreement shall be performed in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. Any change in status, licensure, or ability to perform activities, as set forth herein, must be reported to the County immediately.

X. Indemnification

Contractor shall defend, hold harmless, and indemnify Tehama County, its elected officials, officers, employees, agents, and volunteers against all claims, suits, actions, costs, expense (including but not limited to reasonable attorney's fees of County), damages, judgments, or decrees by reason of any person's or persons' injury, including death, or property (including property of County) being damaged, arising out of contractor's performance of work hereunder or its failure to comply with any of its obligations contained in this agreement, whether by negligence or otherwise. Contractor shall, at its own expense, defend any suit or action founded upon a claim of the foregoing. Contractor shall also defend and indemnify County against any adverse determination made by the Internal Revenue Service or the State Franchise Tax Board and/or any other taxing or regulatory agency against the County with respect to Contractor's "independent contractor" status that would establish a liability for

failure to make social security or income tax withholding payments, or any other legally mandated payment.

XI. Non-Exclusive Agreement

Contractor understands that this is not an exclusive agreement, and that County shall have the right to negotiate with and enter into agreements with others providing the same or similar services to those provided by Contractor, or to perform such services with County's own forces, as County desires.

XII. No Third Party Beneficiaries

Neither party intends that any person shall have a cause of action against either of them as a third party beneficiary under this Agreement. The parties expressly acknowledge that is not their intent to create any rights or obligations in any third person or entity under this Agreement. The parties agree that this Agreement does not create, by implication or otherwise, any specific, direct or indirect obligation, duty, promise, benefit and/or special right to any person, other than the parties hereto, their successors and permitted assigns, and legal or equitable rights, remedy, or claim under or in respect to this Agreement or provisions herein.

XIII. Employment Status

Contractor shall, during the entire term of this agreement, be construed to be an independent contractor and nothing in this agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow County to exercise discretion or control over the professional manner in which Contractor performs the services which are the subject matter of this agreement; provided always, however, that the services to be provided by Contractor shall be provided in a manner consistent with the professional standards applicable to such services. The sole interest of the County is to insure that the services shall be rendered and performed in a competent, efficient and satisfactory manner. Contractor shall be fully responsible for payment of all taxes due to the State of California or the Federal government, which would be withheld from compensation of Contractor, if Contractor were a County employee. County shall not be liable for deductions for any amount for any purpose from Contractor's compensation. Contractor shall not be eligible for coverage under County's Workers Compensation Insurance Plan nor shall Contractor be eligible for any other County benefit.

XIV. Confidentiality

The intent of this agreement is for the Contractor to respond to the needs of victims of disasters and local emergencies. However, should specific information regarding the County's clients become known to Contractor, the following confidentiality rules shall apply:

- a. Contractor shall require all employees, volunteers, agents, and officers to comply with the provisions of Section 10850 of the Welfare and Institutions Code and Manual of Policies and Procedures (MPP) Division 19, which provide that:

- 1.) All applications and records concerning any individual made or kept by Contractor shall be confidential and shall not be open to examination for any purpose not directly connected to the administration of this program.
 - 2.) No person shall publish, disclose, use, permit or cause to be published or disclosed any list of persons receiving public social services, except as provided by law.
 - 3.) No person shall publish, disclose, use, permit or cause to be published, disclosed or used any confidential information pertaining to an applicant or recipient, except as provided by law.
- b. Contractor shall ensure all employees, volunteers, agents, and officers comply with the above provisions, and shall inform all employees, agents and officers that any person knowingly and intentionally violating such provisions is guilty of a misdemeanor.
 - c. During the term of this agreement, both parties may have access to information that is confidential or proprietary in nature. Both parties agree to preserve the confidentiality of and to not disclose any such information to any third party without the express written consent of the other party or as required by law. This provision shall survive the termination, expiration, or cancellation of the agreement.
 - d. Notwithstanding any other provision of this Agreement, the Contractor agrees to protect the confidentiality of any and all patient, client, or resident medical information, which may be viewed in the process of doing his/her/its contracted services. The Contractor understands that he/she/its is subject to all of the confidentiality requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA); Title 42, Section 2.1 through 2.67-1, Code of Federal Regulations; and Confidentiality of Medical Information Act [Part 2.6 (commencing with Section 56)] of Division 1 of the Civil Code. Violation of the confidentiality of patient, client or resident medical information may result in federally imposed fines and penalties and the cancellation of this agreement.

XV. Miscellaneous

This MOU does not create a partnership or joint venture and does not create any financial commitments from one party to the other.

Signatures on following page:

Tehama County

Dave Hencratt, Sheriff Date

Valerie S. Lucero Date
Executive Director, Health Services Agency

Amanda Sharp Date
Director, Department of Social Services

Tim Potanovic Date
Director, Environmental Health

Candy Carlson Date
Chair, Board of Supervisors

Rick Gurrola, Date
Agricultural Commissioner

Tim McSorley, Date
Director, Public Works

American Red Cross

Amanda Ree Date
Executive Director

