

Memorandum of Understanding (MOU)

Between the Massachusetts Department of Public Health

And _____ (Unit)

This agreement represents a mutual understanding and establishes a partnership between the Massachusetts Department of Public Health (DPH) and _____ (Unit) in developing a plan for and maintaining a registry of public health, health care, and emergency response volunteers who can be activated to assist with federal, state, and/or local activities.

GENERAL RESPONSIBILITIES OF BOTH PARTIES

DPH and Unit will collaborate in the planning and acceptance of the above-described volunteers into a state-sponsored electronic registry known as MA Responds.

Unit will be considered an autonomous entity (referred to as a Unit) within MA Responds. Each Unit registered in the system will receive a minimum of two system administrator accounts that will have 24/7 access to MA Responds excluding scheduled and emergency maintenance periods. Each administrator account will be tied to a specific username and password to track all changes to records in MA Responds and to ensure accountability. Administrator accounts are not to be shared between unit administrators.

Each party agrees to the following requirements:

- ✓ Adhere to all MA Responds policies and procedures.
- ✓ Ensure that volunteer information is collected, maintained, and utilized in a manner consistent with all federal, state, and local laws governing security and confidentiality.
- ✓ Ensure that access to the volunteer database is available 24/7 at the state and local level in case of emergency, excluding regularly scheduled or emergency maintenance.
- ✓ Comply with the current version of the Interim Technical and Policy Guidelines, Standards, and Definitions: System Development Tools from the federal Emergency System for Advance Registration of Volunteer Health Professionals (ESAR-VHP) Program to verify the credential information of applicable volunteers and assign them an emergency credential level.
- ✓ Ensure that volunteer information is updated so volunteer professional credentials can be re-verified at least every 6 months.
- ✓ Ensure that only authorized personnel have access to MA Responds, and use all reasonable means to prevent sharing or theft of usernames and passwords.

SPECIFIC ROLES AND RESPONSIBILITIES OF EACH PARTY

DPH agrees to:

- ✓ Maintain a web-based volunteer registry database system known as MA Responds.
- ✓ Conduct a nationwide sex offender registry check on all volunteer applicants, and reject applicants who are listed in a sex offender registry. DPH makes no representations or warranties, either express or implied, as to the accuracy or completeness of the information upon which it makes its decision, and assumes no responsibility for any damages resulting from any errors or omissions which may be contained in the information it receives.
- ✓ Conduct a Massachusetts Criminal Offender Record Information (CORI) check on all volunteer applicants, and for each applicant who has a criminal record, decide whether the applicant will be accepted into MA Responds. DPH makes no representations or warranties, either express or implied, as to the accuracy or completeness of the information upon which it makes its decision, and assumes no responsibility for any damages resulting from any errors or omissions which may be contained in the information it receives.
- ✓ Contact a participating unit's local administrator(s) to request any activation of unit-affiliated volunteers; DPH agrees that it will not activate any affiliated volunteer unless specifically directed or authorized to do so by local administrator(s).
- ✓ Ensure that local units maintain independence and autonomy over their volunteers while being affiliated members of MA Responds.
- ✓ Make all reasonable efforts in accordance with current ESAR-VHP guidelines to verify credentials and licenses of volunteer health professionals.
- ✓ Ensure system security and maintain a back-up system in a secure location.
- ✓ Promote and conduct targeted marketing of MA Responds.
- ✓ Provide local administrator user training for participating programs.
- ✓ Provide emergency notification via e-mail, phone, text message, and fax as part of the MA Responds database system.
- ✓ Make available and keep updated the *MA Responds Policies and Procedures Manual*.
- ✓ Provide technical assistance for use of the system.

Unit agrees to:

- ✓ Be solely responsible for creation of the Unit volunteer data template, its accuracy, and the secure transmission of the data template to the web-based volunteer registry database system known as MA Responds. If there is an error in the creation of the data template or in the secure transmission of the data template resulting in the inadvertent disclosure of volunteer information, the Unit is responsible for notifying the affected volunteers of the error.
- ✓ Maintain and manage records of all Unit-affiliated volunteers.
- ✓ Provide DPH with the names and 24/7 contact information of two individuals who will serve as the local administrators for the Unit.
- ✓ Receive two system administrator accounts for the MA Responds database.
- ✓ Ensure security of each local system administrator's user name and password and prohibit the practice of sharing user names and passwords between individuals.
- ✓ Sign-in to MA Responds no less than weekly to check e-mails, and accept or reject pending affiliated volunteer applications. Acceptances will be made contingent on clearance by DPH after a nationwide sex offender registry check and a Massachusetts CORI check.
- ✓ Notify DPH or send requests through DPH when additional volunteers are requested from other units or agencies to provide health services during an emergency or public health event. When making such requests, the local administrator will provide DPH or other assisting agencies with information about the type and quantity of personnel needed, as well as the assignment location.
- ✓ Upon receipt of a request for volunteers from DPH, a system administrator from the local unit will, to the best of his or her ability: 1) query the MA Responds system for affiliated volunteers within two hours; 2) within 12 hours provide an initial list of willing volunteers that includes the names, qualifications, credentials, and credential levels of volunteers; and 3) within 24 hours provide a final list of available volunteers.
- ✓ Within six months of obtaining a signed MOU, provide a DPH program representative a list of all trainings required by the local unit for affiliated volunteers.
- ✓ Adhere to all confidentiality requirements contained in the MA Responds Volunteer Terms of Service, even after this agreement is terminated.

Both parties agree that no other methods and/or documents, including correspondence, acts, and oral communication by or from any person, shall be construed as an amendment to this MOU. Any change to this MOU must be accomplished by a written amendment to the MOU signed and approved by both parties with a minimum of (30) days prior notice.

This agreement begins on the signature date and shall remain in effect for one year, with automatic renewals for succeeding years unless either party decides to opt out and so notifies the other party in writing, at least 30 days prior to the anniversary date. If this agreement is terminated, Unit and its related administrative account(s) will be removed from the MA Responds registry.

The parties agree to meet as necessary to update contacts, plans, and operational procedures.

_____ Signature: DPH representative	_____ Signature: Unit Administrator for MA Responds
_____ Printed Name	_____ Printed Name
_____ Title	_____ Title
_____ Date	_____ Date

To reach a MA Responds representative, contact the DPH Emergency Preparedness Bureau at 617-624-5712. If you need to reach a MA Responds representative after hours, contact the EPB 24/7 pager at 617-647-0343. During an emergency when the State Emergency Operations Center (SEOC) is activated, DPH will disseminate contact information for the ESF-8 Desk.