

**MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
THE CHATHAM COUNTY PUBLIC HEALTH DEPARTMENT
AND
CHATHAM HOSPITAL, INC.**

*Regarding Temporary Storage of Health Department Vaccines
By Chatham During a Approved Time of Need*

THIS AGREEMENT (“Agreement”), dated **1 June 2026** (the “Effective Date”) is by and between Chatham County acting by and through its Public Health Department (hereinafter referred to as “CCPHD”) and North Carolina nonprofit corporation Chatham Hospital, Inc. (“Chatham”, or the “Hospital”). CCPHD and Chatham are sometimes referred to in this Agreement singularly as a “Party”, and collectively as the “Parties”.

WHEREAS, CCPHD seeks to build a healthy Chatham County through community partnerships and a commitment to equity and is entrusted with working to provide access to preventive healthcare services particularly for uninsured and underinsured Chatham County residents; and,

WHEREAS, Chatham is a rural access hospital based in Siler City, North Carolina whose mission is to support the health and well-being of Chatham County residents and others through the provision of high-quality healthcare services; and,

WHEREAS, CCPHD owns and maintains a supply of certain vaccines intended for administration through its Siler City clinic (the “CCPHD Vaccines”); and,

WHEREAS, appropriate storage of the CCPHD Vaccines requires temperature-controlled facilities; and,

WHEREAS, the Chatham County community occasionally suffers from severe weather and other adverse, uncontrollable events which cause certain parts of the community to lose power for extended periods of time; and,

WHEREAS, CCPHD possesses a back-up power generator which permits it to appropriately store the CCPHD Vaccines during a such power outage; and,

WHEREAS, CCPHD desires to obtain a secondary option for the appropriate storage of the CCPHD Vaccines for use in the event of an extended power outage and the failure of its back-up power generator; and,

WHEREAS, under all but the most extreme circumstances, Chatham possesses the infrastructure necessary to appropriately store the CCPHD Vaccines irrespective of the occurrence of an extended power outage in the Chatham County community; and,

WHEREAS, should CCPHD lose its capacity to appropriately store the CCPHD Vaccines, Chatham desires to support the Chatham County community by appropriately storing those vaccines on behalf of CCPHD consistent with the terms and conditions of this Agreement until such a time that CCPHD may resume appropriate storage; and,

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows, effective as of the Effective Date of this Agreement:

1. Identifying a Time of Need.

- a. For purposes of this Agreement, CCPHD experiences a “Time of Need” whenever each of the following two conditions are met:
 - i. There is a power outage occurring at the Chatham County Public Health Department; and,
 - ii. The Director of the Chatham County Department of Public Health, or his designee, reasonably anticipates that CCPHD’s back-up power generator will be incapable of providing power sufficient to ensure the appropriate storage of the CCPHD Vaccines until the regular power is restored.
- b. Whenever CCPHD experiences a Time of Need and desires to rely on this Agreement to ensure the temporary appropriate storage of the CCPHD Vaccines, the Director of the Chatham County Department of Public Health, or his designee, shall certify in writing to Chatham’s President that CCPHD is experiencing a Time of Need and request that Chatham undertake temporary appropriate storage of the CCPHD Vaccines pursuant to this Agreement. CCPHD’s written notice may be delivered electronically or by any

other means which ensures it is actually received by Chatham. CCPHD shall endeavor to provide this certification and request to Chatham as soon as is practicable after the need to rely on this Agreement is identified.

- c. The President of Chatham, or his designee, shall timely review any certification and request provided under Section 1(b) of this Agreement.
- d. The determination as to whether to grant CCPHD's request under this Agreement rests solely with the President of Chatham, or his designee. Approval of CCPHD's request, however, shall not be unreasonably withheld.
- e. The President of Chatham, or his designee, shall timely communicate his decision regarding CCPHD's request to CCPHD by any method which ensures CCPHD actually receives that decision.

2. **Obligations During an Approved Time of Need.** Where Chatham has agreed to undertake temporary appropriate storage of the CCPHD Vaccines during a Time of Need (hereinafter, an "Approved Time of Need"), the Parties shall bear the following responsibilities:

- a. *Responsibilities of CCPHD.* During an Approved Time of Need CCPHD will ensure the following:
 - 1. That Chatham receives an accurate inventory of all CCPHD Vaccines to be stored at Chatham;
 - 2. That the CCPHD Vaccines are appropriately transported to Chatham; and,
 - 3. That the CCPHD Vaccines are appropriately packaged and labeled; and,
 - 4. That Chatham is made aware of all requirements for appropriate storage of the CCPHD Vaccines (eg: temperature requirements); and,

5. That CCPHD has designated a point of contact at CCPHD to address any concerns or questions which Chatham may have regarding storage of the CCPHD Vaccines.
- b. *Responsibilities of Chatham.* During an Approved Time of Need Chatham will ensure the following:
 - a. That all CCPHD Vaccines delivered to Chatham are properly and appropriately stored and held according to the storage requirements provided by CCPHD. Such storage requirements include — where appropriate — continuous temperature monitoring.
 - b. That all CCPHD Vaccines delivered to Chatham have been clearly marked by CCPHD as property of CCPHD, and — to the extent feasible — are not co-mingled with Chatham’s own vaccines.
 - c. If for any reason Chatham loses its capacity to properly and appropriately store the CCPHD Vaccines during an Approved Time of Need, Chatham agrees to alert CCPHD as soon as practicable so that CCPHD may attempt to make alternate arrangements for storage.
 - d. Where reasonably requested by CCPHD, Chatham shall provide CCPHD with updates on any CCPHD Vaccines stored at Chatham.
 - e. Chatham shall designate a point of contact for the purpose of communications between CCPHD and Chatham related to storage of the CCPHD Vaccines.
3. **Accessing CCPHD Vaccines During an Approved Time of Need.** It is not anticipated that CCPHD will require access to the CCPHD Vaccines being stored by Chatham during an Approved Time of Need. It is agreed, however, that the Parties will work together to develop a protocol which permits CCPHD to retrieve certain CCPHD Vaccines from storage at Chatham should such a need arise. Any such protocol will appropriately safeguard Chatham’s pharmacy and its contents, including controlled substances, and will ensure the inventory of CCPHD Vaccines being stored

by Chatham is appropriately updated to reflect any CCPHD Vaccines retrieved by CCPHD during an Approved Time of Need.

4. **Conclusion of an Approved Time of Need.**

- a. *When an Approved Time of Need Concludes.* An Approved Time of Need shall conclude upon the occurrence of either of the two following events:
 - i. CCPHD regains the capacity to appropriately store the CCPHD Vaccines, and conveys that change in status to Chatham; or,
 - ii. The President of Chatham, or his designee, determines the CCPHD Vaccines should no longer be stored at Chatham, and conveys that change in status to CCPHD.
- b. *Retrieval of the CCPHD Vaccines.* CCPHD shall retrieve the CCPHD Vaccines no later than 72 hours after an Approved Time of Need has concluded. That period may be extended by no more than 7 days with the consent of Chatham. While awaiting retrieval, Chatham shall continue to properly and appropriately store the CCPHD Vaccines.
- c. *Disposal of Abandoned CCPHD Vaccines.* Where CCPHD fails to timely retrieve the CCPHD Vaccines stored at Chatham as anticipated by this Agreement, Chatham agrees to give CCPHD notice of that failure in writing. Should CCPHD continue to fail to retrieve the CCPHD Vaccines after receiving such notice, the Parties agree Chatham shall be authorized to dispose of the CCPHD Vaccines in any manner it deems to be appropriate.

5. **Compensation and Liability**

- a. *Compensation.* It is agreed that neither Party will compensate the other for services performed pursuant to this Agreement.
- b. *Waiver of Liability.* As consideration for Chatham's agreement to store CCPHD Vaccines during an Approved Time of Need, CCPHD agrees to waive any and all claims of any type whatsoever against Chatham, its employees, and its officials which arise from Chatham's storage of CCPHD Vaccines during an Approved Time of Need. This waiver includes — but is not limited to — waiver of any

claims related to the loss of any CCPHD Vaccines, whether due to improper storage, spoilation, or any other cause. Under no circumstances shall Chatham be responsible for the replacement of CCPHD Vaccines which have been stored at Chatham during an Approved Time of Need and which are later determined to be spoiled, out-of-date, or otherwise unusable.

- c. *Monitoring of Expired and Recalled CCPHD Vaccines.* The Parties agree that, during an Approved Time of Need, Chatham shall bear no responsibility whatsoever for determining which of the CCPHD Vaccines have become expired, or have been recalled. This responsibility remains at all times with CCPHD.
- d. *Ownership of the CCPHD Vaccines.* The Parties agree that CCPHD shall at all times remain the lawful owner of the CCPHD Vaccines, and that at no time and under no circumstances shall ownership of CCPHD Vaccines transfer to Chatham. Notwithstanding the foregoing, Chatham shall have the discretion to properly dispose of any CCPHD Vaccines determined to be abandoned, consistent with Section 4(c) of this Agreement.

6. **Term and Termination**

- a. *Initial Term and Renewal Terms.* This Agreement shall be effective as of the Effective Date and shall remain in full force for three years unless terminated earlier as set forth below (the “Initial Term”). Thereafter, this Agreement shall automatically renew for any number of successive one year terms (each, a “Renewal Term”), unless terminated consistent with the terms of this Agreement. The Parties agree to meet and confer no later than 60 days prior to the start of any Renewal Term for the purpose of discussing whether amendments to the Agreement are necessary for any upcoming Renewal Term.
- b. *Termination.* Either Party may terminate this Agreement without cause at any time upon thirty days written notice to the other Party.
- c. *Obligations Upon Termination.* Upon termination of this Agreement, the Parties shall work together to ensure any CCPHD Vaccines being stored by Chatham are either promptly retrieved or disposed of in accordance with Section 4 of this Agreement.

7. **Notice.** Notices regarding this Agreement shall be made in writing or by

phone and shall be deemed to have been given on the date delivered if by email or phone to the following:

If to CCPHD:

Erica Neal
Clinical & Community Health Services Division Director
919-742-5641
erica.neal@chathamcountync.gov

If to Chatham:

Eric Wolak
Chief Nursing Officer
(919)799-4003
eric.wolak@unchealth.unc.edu

8. **Governing Law.** This Agreement and the rights and obligations to the Parties hereunder shall be construed and governed by the laws of the State of North Carolina, and the venue for any proceedings arising hereunder shall be in the state court of appropriate jurisdiction located in Chatham County, North Carolina.
9. **Amendments.** This Agreement is subject to the provisions of all applicable Federal and State laws, regulations, policies, and standards. It may be amended to change the scope and terms, if mutually agreed upon by the Parties. Such changes must be incorporated as a written amendment to this Agreement.
10. **Entire Agreement.** This Agreement contains the entire agreement between the Parties pertaining to the subject matter of this Agreement. With respect to that subject matter, there are no promises, agreements, conditions, inducements, warranties or understandings, written or oral expressed or implied, between the Parties, other than as set forth or referenced in this Agreement.
11. **Assignment.** This Agreement is non-assignable and non-transferrable by either Party without the prior written consent of the other Party.
12. **Severability.** If any provision of this Agreement is determined to be invalid, such determination shall not affect the validity of the remaining provisions. This Section shall survive any termination or expiration of this Agreement and will continue to bind the Parties and their successors and

assigns.

13. **Relationship of the Parties.** The Parties hereby acknowledge that they are independent contractors, and in no event shall this Agreement be construed as establishing a partnership or joint venture or similar relationship between the Parties hereto. This Section shall survive expiration or other termination of this Agreement.

IN WITNESS WHEREOF, each Party has caused its name to be hereunder subscribed by a duly authorized officer who certifies that he has authority to execute this Agreement on behalf of the respective Party.

**CHATHAM COUNTY PUBLIC
HEALTH DEPARTMENT**

Michael Zelek
Health Director
Chatham County Department
of Public Health

CHATHAM HOSPITAL, INC.

Jeffrey Strickler
President
Chatham Hospital, Inc.