

STATE OF GEORGIA
COUNTY OF WHITFIELD

**MEMORANDUM OF UNDERSTANDING
BETWEEN
CITY OF DALTON AND WHITFIELD COUNTY
AS TO DISTRIBUTION AND ADMINISTRATION
OF
MONOCLONAL ANTIBODY THERAPY IN
WHITFIELD COUNTY CORRECTIONAL CENTER**

The undersigned governmental entities, the City of Dalton (“the City”), of the first part, and Whitfield County (“the County”), of the second part, recite and agree as follows:

RECITALS

WHEREAS, the City and the County desire to cooperate with the other in addressing medical cases of COVID 19 within the inmate population in the Whitfield County Correctional Center to provide therapeutics as approved by the U. S. Food and Drug Administration (“FDA”) intended to prevent worsening of mild to moderate symptoms of the disease and potential hospitalization; and

WHEREAS, the City has established a program utilizing qualified medical professionals and volunteers to address the COVID 19 pandemic in the community through administration of vaccine and now under an Emergency Use Authorization of FDA has established resources and capacity to administer by subcutaneous injection monoclonal antibody therapies for persons age 12 and older with mild to moderate symptoms after COVID 19 diagnosis pursuant to FDA guidelines; and

WHEREAS, the County operates and maintains a detention facility being the Whitfield County Correctional Facility in which inmates who are diagnosed with COVID 19 must be quarantined within the population, and

WHEREAS, its Medical Director and clinical staff consider proper administration of monoclonal antibody therapy to be useful in alleviating illness in inmates suffering with a COVID 19 diagnosis where the inmate consents to and seeks such treatment; and

WHEREAS, the City is able and willing to provide to the County out of its supply the Emergency Use Authorization-approved monoclonal antibody therapeutics for the County's use in treatment of inmates of the Whitfield County Correctional Center as maybe determined to be proper by the County's Medical Director following guidelines of FDA for administration;

NOW, THEREFORE, the City and County evidence this agreement and understanding in the matter as follows:

-1-

The City through its COVID 19 Vaccine Program Administrator will provide the County, without fee or charge, from its supply of monoclonal antibody therapeutics (likely casirivimab and imdevimab) for subcutaneous injection. No guaranty as to quantity or supply continuation is undertaken by the City in this regard but the County through its Medical Director shall keep the City Administrator informed of estimated acute needs and the parties shall cooperate in good faith to supply the anticipated need for these therapeutics.

-2-

County will accept the monoclonal antibody therapeutics and cooperate with the City in tracking and accounting for the administration and usage thereof. County through its Medical Director shall be responsible for the proper storage and administration of such therapeutics in accordance with FDA requirements and other available federal guidance. City will have no responsibility for administration and usage of the monoclonal antibody therapeutics once

delivered into the custody of the County's Medical Director. City will have no responsibility for training County personal or volunteers in administration of such therapies.

-3-

The parties recite and agree that administration of the monoclonal antibody therapy to any inmate in the Whitfield County Correctional Facility will be subject to a voluntary consent of the inmate receiving the therapy. The City shall have no duty or responsibility for obtaining inmate consent nor for administration and observation for any reaction or side effects after administration.

-4-

The parties agree and recite that this MOU and understanding shall not constitute any kind of partnership or joint venture between the parties creating liability for the other on account thereof.

-5-


City and County acknowledge and recite that this MOU is made in consideration of both federal and State emergency pandemic declarations with intent that all liability immunities and protections thereunder for the officers, agents, employees, Vaccine Administrator of the City, and Medical Director of the County, and any employees or volunteers be applicable. Further, this MOU is made in consideration of the Mayoral Declaration of a Local State of Emergency Related to Rising COVID-19 Hospitalizations of August 16, 2021.

-6-

This MOU will terminate automatically and without action needed by either party upon expiration of the City of Dalton Mayoral Declaration of Local State of Emergency Related to Rising COVID-19 Hospitalizations of August 16, 2021.

This _____ day of August, 2021.

CITY OF DALTON



Mayor

ATTEST:



City Clerk

WHITEFIELD COUNTY

By: 

Chairman

ATTEST:



County Clerk