

MEMORANDUM OF AGREEMENT

Between _____ and
the Oklahoma State Department of Health, Injury Prevention Service

This Memorandum of Agreement (“MOA”) is entered into this _____ day of _____, 2022 by _____ (hereinafter referred to as “Receiving Agency”) and the Oklahoma State Department of Health, Injury Prevention Service (hereinafter referred to as “OSDH”) and shall remain in effect until one year following entry. The OSDH enters into this MOA under the authority of Paragraph B(12) of Title 63, Section 1-106 of the Oklahoma Statutes.

Purpose and Objectives of Agreement

This MOA reflects the understanding between the Receiving Agency and OSDH regarding the OSDH’s program to encourage fall prevention education and basic home modifications to reduce the risk of fall-related morbidity and mortality among adults 65 years and older. This MOA will:

- Build a working relationship between the organizations with a common goal of reducing the number of falls and fall-related injuries in Oklahoma.
- Provide the Receiving Agency access to educational materials on fall prevention strategies and programs.
- Provide the Receiving Agency access to basic home safety supplies as available, to include grab bars, double-sided rug tape, and light bulbs for installation in the homes of older Oklahomans (65 years and older).

Responsibilities of the OSDH

1. Provide home safety supplies (grab bars, double-sided rug tape, and light bulbs) to the Receiving Agency in an OSDH-determined quantity considering the request and capacity of the Receiving Agency and the OSDH’s current inventory.
 - a. The availability of supplies is not guaranteed and is dependent upon federal funding levels and the Receiving Agency’s adherence to all requirements of this MOA.
 - b. Supplies will be sent to the Receiving Agency at OSDH expense.
2. Provide educational materials on fall prevention, including a home safety checklist, to disseminate in conjunction with the home safety supplies. Provide technical assistance, as needed, on understanding fall prevention strategies, educating the public on the topic, and/or identifying ongoing fall prevention programs.
3. Fill out and submit the OSDH Home Safety Supplies Usage Form (see page 5) for documenting the installation of home safety supplies and distribution of educational materials.

Responsibilities of the Receiving Agency

1. Collaborate with the OSDH to quantify home supply needs and identify the target population(s) for dissemination efforts.
2. Install home safety supplies (grab bars, double-sided tape, and light bulbs) in the residences of the identified target population(s).
 - a. Do not leave supplies with the homeowner/resident to be installed at a later date.
 - b. Home safety supplies may not be used outside of the specifications of this MOA.
 - c. Store home safety supplies in a secure location until needed.
3. Ensure all participating staff, including volunteers, are trained to properly install grab bars, double-sided tape, and light bulbs and are qualified to perform installations safely and neatly.
4. Complete the OSDH Home Safety Supplies Usage Form (see page 5) to document the details of each home visit, including the supplies installed and educational materials provided. Submit all completed report forms to the OSDH at least monthly using the contact information on the form.
5. Do not charge residents for the home safety supplies or installation.
6. If other service needs are identified during the installation visit, encourage residents to call 211 for assistance.

Modification or Amendment

Any modification, amendment, or change to this MOA shall be made in writing and signed by the OSDH and the Receiving Agency.

Termination

This MOA may be terminated by the OSDH or the Receiving Agency by submitting a Notice of Termination to the other party. Any Notice of Termination shall give a thirty (30) day notice of termination.

Miscellaneous

This MOA is not intended, and should not be construed, to create any right or benefit, substantive or procedural, enforceable at law or otherwise by the OSDH or the Receiving Agency, the employees, or other personnel thereof.

This MOA is not an obligation or commitment of funds, nor a basis for transfer of funds, but rather is a basic statement of the understanding between the OSDH and the Receiving Agency hereto of the tasks and methods for performing the tasks herein. Unless otherwise agreed in writing, each party shall bear its own costs in relation to this MOA. Expenditures by each party

will be subject to its budgetary processes and to the availability of funds and resources pursuant to applicable laws, regulations, and policies.

The parties will use their best efforts to amicably resolve any dispute. This MOA shall be governed by the laws of the State of Oklahoma, with a venue of Oklahoma County for any litigation resulting from this MOA.

The Oklahoma State Department of Health is a state agency created by the laws of the State of Oklahoma. Any liability of the Oklahoma State Department of Health arising from any actions taken pursuant to this MOA shall be governed by the Oklahoma Governmental Tort Claims Act at Title 51 of the Oklahoma Statutes, Section 151 *et seq.*

The parties intend that each party shall be responsible for its own intentional and negligent acts or omissions to act. The OSDH shall be responsible for the acts and omissions to act of its officers and employees while acting within the scope of their employment according to the Governmental Tort Claims Act. There shall be no personal liability for the officers or employees while acting within the scope of their employment. The Receiving Agency shall be responsible for any damages or personal injury caused by the negligent acts or omissions to act by its officers, employees, or agents. The Receiving Agency agrees to hold harmless the OSDH of any claims, demands, and liabilities resulting from any act or omission on the part of the Receiving Agency and/or its agents, servants, and employees in the performance of this MOA. It is the express intention of the parties that this MOA shall NOT be construed as, or given the effect of, creating a joint venture, partnership or affiliation or association that would otherwise render the parties liable as partners, agents, employer-employee, or otherwise create any joint and several liability.

Contact Personnel

The OSDH liaison for this MOA is:

Name: Avy Doran-Redus

Phone: (405) 426-8440

Email: AvyD@health.ok.gov

The Receiving Agency liaison for this MOA is:

Name: _____

Phone: _____

Email: _____

Oklahoma State Department of Health

Receiving Agency

Date: _____

Date: _____

Signature: _____

Signature: _____

Name: Tracy Wendling, DrPH

Name: _____

Title: Director, Injury Prevention Service

Title: _____

Home Safety Supplies Usage Form



OKLAHOMA
State Department
of Health

Instructions: Upon completing this form, submit to the Injury Prevention Service by email at injury@health.ok.gov or by fax at 405-900-7588. For questions, call 405-426-8440.

Name of Organization: _____

Date of Installation: _____

Location of Installation:

City: _____ County: _____ Zip Code: _____

Age of Oldest Resident: _____ Gender: Female: Male:

Supplies Installed:

Bars (Quantity): _____

Light Bulbs (Quantity): _____

Double-Sided Tape (Quantity): _____

Educational materials provided:

Home Fall Prevention Checklist

Medication Safety Tips for Seniors

Home Safety Guide: Preventing Falls

Injury Prevention Brief: Preventing Falls

Other: _____

Comments: _____

Recipient Waiver

I understand and agree that the sole purpose of this program is to help reduce the incidence of falls, and that this safety inspection is being provided as a free educational service to me. I realize that the program sponsors and individuals conducting the assessments and installations cannot fully evaluate the quality, safety, or condition of my residence now or in the future. Furthermore, I understand that the actions taken by this program will not guarantee my safety nor prevent all falls or fall-related injuries. For these reasons, I hereby release all program participants and participating/sponsoring organizations from any present or future liability for any injuries or damages that may result from my participation or the installation of home safety materials in my residence.

Recipient Signature: _____ Date: _____

Printed Name: _____