

Memorandum of Agreement (MOA) Regarding Mass Prophylaxis CLOSED Point of Dispensing (POD)



Between: [Property Name]

And: [DOH Name]

This Memorandum of Agreement is entered into this [DATE] day of [MONTH], [YEAR] between the [PROPERTY NAME] (hereinafter "Provider") and [DOH NAME] (hereinafter "DOH").

Recitals

WHEREAS, the Centers for Disease Control and Prevention (CDC) has established the Cities Readiness Initiative (CRI) program to assist certain Metropolitan Statistical Areas (MSA) in the event of a catastrophic biological incident; and

WHEREAS, the CDC will provide resources from the Strategic National Stockpile (SNS), which include medications and medical supplies, to the Government of the DOH; and

WHEREAS, the DOH intends to transfer a pre-determined quantity of the aforementioned medication and/or medical supplies to Provider as needed to respond to a particular public health emergency in accordance with the policies and procedures outlined in the DOH Public Health Emergency Response Plan and the Provider's own Approved Dispensing Plan; and

WHEREAS, the DOH wishes to collaborate with the Provider to enhance its ability to respond to a biological incident or other public health emergency requiring mass dispensing of medications or medical supplies.

NOW THEREFORE, in consideration of the foregoing, the parties hereto agree as follows:

The Provider Agrees:

- a. To request medications based on their calculated targeted dispensing population, to which Provider's Closed POD will dispense medications.

[BEGIN CHOICE] Delete the paragraph below that does not apply to your location. Then, delete this instruction.

- b. To dispatch an appropriately credentialed courier to the DOH distribution site for collection of SNS medications.
- c. To receive medications delivered from the DOH.

[END CHOICE]

- d. To assume responsibility of dispensing medications (mass prophylaxis) to their targeted dispensing population by the Provider's trained staff (training details provided in Provider's Closed POD Planning Kit), at a site chosen by the Provider, and approved by DOH, in accordance with the policies and procedures outlined in the DOH Public Health Emergency Response Plan and the Provider's own Approved Dispensing Plan (on file with the DOH), and in accordance with any liability protections afforded under local, State, or Federal law.
- e. To utilize pharmaceuticals in accordance with the policies and procedures outlined in the DOH Public Health Emergency Response Plan and the Provider's own Approved Dispensing Plan (on file with the DOH).
- f. To dispense medications per established medical protocols/formulas, provided by DOH at time of the event.
- g. To confer with DOH Officials to determine if any waiver, modification, or exceptions to law during a public health emergency apply to their dispensing Volunteers.
- h. To provide all updates of the Provider's Approved Dispensing Plan to the DOH.
- i. To provide training and education to Provider's management and Volunteers that will be utilized in Mass Prophylaxis Dispensing Operations according to specifics of the Approved Dispensing Plan provided by the Provider.
- j. To not charge individuals for medications, medical supplies, or administration of medications that have been provided through this agreement.
- k. To participate periodically in any DOH-sponsored dispensing training/education/exercise opportunities.
- l. To provide emergency point of contact information on a 24-hour basis to ensure timely notification of the Provider in the event of a public health emergency.
- m. To maintain accurate records of medications dispensed (how many were received and how many were dispensed) and provide that data to DOH in a timely manner in accordance with applicable local laws and Federal requirements. DOH will provide data set guidance to the Provider.
- n. To secure any unused medications in accordance with applicable local and Federal laws until a time DOH can make arrangements for retrieval.



- o. To compile and file an after-action report (AAR) with the DOH, identifying shortfalls and accomplishments of the operation. The DOH will provide technical assistance to the Provider as to the purpose and content of the AAR.

The Government of the DOH Agrees:

- a. To provide Mass Prophylaxis Dispensing specific training/education/exercise opportunities to identified Volunteers of the Provider.
- b. To provide pre-event planning and technical assistance, including but not limited to supply lists, POD layouts, fact sheets, dispensing formulas, etc. to the Provider.
- c. As necessary in response to any declared or DOH-determined public health emergency, to make available the appropriate amount of medications in a reasonable, timely manner to the Provider POD in accordance with the policies and procedures outlined in the DOH Public Health Emergency Response Plan and the Provider's own Approved Dispensing Plan (on file with the DOH).
- d. To provide coordination services as outlined in the DOH Public Health Emergency Response Plan to the Provider to the best of their ability.
- e. To provide proper standing orders and medical protocols regarding dispensing activities including but not limited to, dosing, follow-up procedures and releasable information regarding the public health emergency to the Provider.
- f. To provide follow-up consultation and assistance, including licensed medical personnel, as needed and available for the given public health emergency to the Provider via email, telephone, or on-site visit, if necessary.
- g. To make arrangements to collect any unused medications as well as copies of all medical documentation from the Provider.
- h. To provide after-action consultation to the Provider.

It Is Mutually Agreed That:

- a. This Memorandum can be extended by five-year intervals with written agreement of both parties.
- b. This Memorandum can be amended by written mutual agreement of both parties at any time and may be terminated by either party upon 60 days notice in writing to the other party.
- c. This Memorandum will not supersede any laws, rules, or policies of either party.
- d. The activities in the signed Memorandum will go into effect only at the request and direction of the DOH Director or designee either verbally or written.



- e. The Provider will be considered a **Closed POD** in that it will dispense to a targeted dispensing population as outlined in the Provider's Approved Dispensing Plan and the DOH Public Health Emergency Response Plan.
- f. The Provider will follow the dispensing directives of the DOH during Mass Dispensing Operations.
- g. It is understood that the Provider's participation is completely voluntary and may not be available/utilized at the time of the event. If so, the Provider would not be considered a Closed POD and its Volunteers and/or specific groups would be required to attend a Public or Open POD operated by the DOH and not receive any preferential treatment.

SIGNATURES

My signature indicates agreement with the above stated agreements and conditions.

Director • [DOH NAME]

Date

General Manager • [PROPERTY NAME]

Date