

Memorandum of Understanding (MOU)
Closed Point of Dispensing (POD)
Regarding Mass Prophylaxis

This Memorandum of Understanding is entered into this the 1st day of May, 2017 between the **Western Kentucky University** and the **Barren River District Health Department**.

Definitions:

1. **Closed POD:** an emergency mass prophylaxis dispensing site which is closed to the general public
2. **Provider:** a Business/Organization willing to become a Closed POD
3. **Strategic National Stockpile:** a federal asset of medicine and medical supplies available to protect the American public if there is a public health emergency severe enough to cause local supplies to run out.

Assumptions:

1. The Center for Disease Control (CDC), through the Kentucky Department of Public Health, will provide medications and medical supplies via the Strategic National Stockpile (SNS), to **Barren River District Health Department**, located in Warren County.
2. The **Barren River District Health Department** approves the transfer of a pre-determined quantity of the aforementioned medication and supplies to **Western Kentucky University**.
3. The **Barren River District Health Department** wishes to collaborate with **Western Kentucky University** to enhance its ability to respond to a catastrophic biological incident or other communicable threat of epidemic proportion.

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

The Closed POD Provider, Western Kentucky University, Shall Agree To:

- a. Request medications according to the number of identified employees, household family members, and clients (as applicable).
- b. Assume responsibility of dispensing medications (mass prophylaxis) to those individuals identified above by the Provider's trained staff, at a Closed POD site chosen by the Provider and with no liability assumed by the **Barren River District Health Department**.
- c. Utilize pharmaceuticals in accordance with the policies and procedures outlined in the **Barren River District Health Department** Emergency Operation Plans and the Provider's own Closed POD Plan on file with the **Barren River District Health Department**.
- d. Dispense medications per established medical protocols/algorithms provided by **Barren River District Health Department** at time of the event under the supervision of licensed medical personnel.

- e. Provide any updates of the Provider's Closed POD Plan to **Barren River District Health Department**.
- f. Provide training and education to all Closed POD Provider's staff that will be utilized in Mass Prophylaxis Dispensing Operations in regards to specifics of the Closed POD Plan provided by the Provider.
- g. Identify employees by jurisdiction of residence and provide that information to **Barren River District Health Department**.
- h. Not charge individuals for medications or administration provided through this agreement, except as may be permitted by the State of Kentucky or the CDC.
- i. Participate in any **Barren River District Health Department** sponsored Closed POD training/education opportunities.
- j. Provide and update emergency point-of-contact information to ensure prompt notification of the Closed POD Provider in the event of a public health emergency.
- k. Dispense medications and/or supplies in accordance with the guidance provided by **Barren River District Health Department**, the State of Kentucky (Department of Public Health), and the CDC.
- l. Maintain accurate records of medications dispensed and then provide those records to **Barren River District Health Department** in a timely manner.
- m. Inventory and secure any unused medications until a time **Barren River District Health Department** can make arrangements for retrieval.
- n. Complete an After Event Summary Report with the **Barren River District Health Department** identifying shortfalls and accomplishments of the Closed POD.

The Barren River District Health Department Shall Agree To:

- a. Provide Mass Prophylaxis Dispensing/Closed POD specific training/education opportunities to identified staff of the Provider.
- b. Provide pre-event planning and technical assistance, including but not limited to supply lists, Closed POD layouts, fact sheets, dispensing algorithms, etc.
- c. Conditionally, ensure delivery/availability of the appropriate amount of medications in a reasonable, timely manner
- d. Provide coordination as outlined in the **Barren River District Health Department** Emergency Operation Plans to the Provider to the best of their ability.

- e. Provide the Provider with 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 situation.
- f. Provide the Provider with consultation and assistance as needed, and available for the given public health emergency.
- g. Make arrangements to retrieve any unused medications as well as copies of all medical documentation.
- h. Provide an After Event Summary Report consultation with the Provider.

The Provider and Barren River District Health Department Shall Mutually Agree:

- a. The confidentiality of patients and patient information will be maintained as written and enforced by the Health Insurance Portability and Accountability Act (HIPAA).
- b. This Memorandum of Understanding will exist for a (3-year) term from date of signing and renewed 60 days prior to termination, if agreed upon by both parties.
- c. This Memorandum may be amended or terminated by mutual agreement of both parties at any time and may be terminated by either party upon 30 days notice in writing to the other party.
- d. This Memorandum shall not supersede any laws, rules or policies of either party.
- e. This Memorandum will go into effect **only** at the request and direction of the **Barren River District Health Department**.
- f. The Provider would be considered a Closed POD in that it would not dispense medications to the "general public" but to identified employees, family members, clients, patients, contacts, and specific groups outlined in the Provider's Closed POD Plan on file with the **Barren River District Health Department** and the **Barren River District Health Department Emergency Operation Plans**.
- g. The Provider will follow the dispensing directives of the **Barren River District Health Department** during Closed POD Operations.
- a. It is understood that the Provider's participation is completely voluntary during a declared public health emergency, and may not be available or utilized at the time of the emergency response. If so, the Provider would not be considered a Closed POD and their employees, and/or specific groups would have the option to attend a Public/Open POD operated by **Barren River District Health Department** and not receive any preferential treatment.

SIGNATURES

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

 Public Health Director 05-02-17
Local Health Dept. Representative Title Date

 Director EMS/EM Mgr 05-18-17
Closed POD Provider Representative Title Date