

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

**This Memorandum of Agreement is entered into this _____ (day) of _____
(month, year), between _____ and Santa Cruz County Public
Health (SCPH).**

Recitals

WHEREAS, the Centers for Disease Control and Prevention (CDC) has established the Strategic National Stockpile (SNS) in the event of a catastrophic biological incident; and

WHEREAS, the CDC, through the California Department of Public Health and the Governor's Office of Emergency Services (Cal OES), will provide the Strategic National Stockpile (SNS), which includes medications and medical supplies, to SCPH for the Santa Cruz County Operational Area; and

WHEREAS, Santa Cruz County Public Health (SCPH) approves the transfer of a pre-determined quantity of the aforementioned medication to

_____ and

WHEREAS, Santa Cruz County Public Health (SCPH) wishes to collaborate with _____ to enhance its ability to respond to a catastrophic biological incident or other communicable threat of epidemic proportion.

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

_____ [Provider name]

a. To request medications according to the number of employees and identified household family members (if applicable).

b. To assume responsibility of dispensing medications (mass prophylaxis) to those individuals identified above by the _____ trained staff, at a site

chosen by _____ and with no liability assumed by Santa Cruz County Public Health (SCPH).

c. To utilize pharmaceuticals in accordance with the policies and procedures outlined in the Centers for Disease Control (CDC), California Department of Public Health (CDPH) and Santa Cruz County Public Health (SCPH), Public Health Emergency Response Plans (Annex H) and the _____ own Mass Prophylaxis Dispensing Plan on file with SCPH.

d. To dispense medications per established medical protocols/algorithms (provided by SCPH at the time of the event) under the supervision of licensed medical personnel.

e. To provide any updates of the _____ Mass Prophylaxis Dispensing Plan to SCPH.

f. To provide training and education to _____ staff that will be utilized in Mass Prophylaxis Dispensing Operations in regards to specifics of the Mass Prophylaxis Dispensing Plan provided by the Provider.

h. To not charge individuals for medications or administration of such medications that have been provided through this agreement, except as permitted by the State of California or by the CDC.

i. To participate in any SCPH-sponsored dispensing training/education opportunities.

j. To provide current emergency point of contact information to SCPH to ensure timely notification to _____ in the event of a public health emergency.

k. To dispense medications and/or supplies in accordance with the guidance provided by SCPH.

l. To maintain accurate records (inventory) of medications dispensed and then provide those to SCPH in a timely manner.

m. To secure any unused medications until a time SCPH can make arrangements for retrieval.

n. To compile and file an after-action report with SCPH, identifying shortfalls and accomplishments of the operation.

Santa Cruz County Public Health (SCPH) Agrees:

a. To provide Mass Prophylaxis Dispensing specific training/education opportunities to identified staff of the _____.

b. To provide pre-event planning and technical assistance, including but not limited to supply lists, POD layouts, fact sheets, dispensing algorithms, etc.

c. To, conditionally, ensure delivery/availability of the appropriate amount of medications in a reasonable, timely manner.

d. To provide coordination as outlined in the SCPH Emergency Plans to _____ to the best of their ability and capacity.

e. To provide _____ 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. To provide _____ with consultation and assistance as needed and available for the given public health emergency.

g. To make arrangements to collect any unused medications as well as copies of all medical documentation.

h. To provide after-action consultation to _____.

It Is Mutually Agreed That:

a. All parties to this agreement are covered entities as defined by the Health Insurance Portability and Accountability Act (HIPAA). As such, the confidentiality of patients and patient information will be maintained as written and enforced by the Health Insurance Portability and Accountability Act (HIPAA), HITECH and all other applicable State and Federal Regulations.

b. This Memorandum can be extended by five-year intervals with agreement of both parties.

c. This Memorandum can be amended by 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.

d. This Memorandum will not supersede any laws, rules or policies of either party.

e. This Memorandum will go into effect only at the request and direction of SCPH.

f. _____ would be considered a CLOSED POD in that it would not Dispense Medications to the "general public" but to identified staff, family members, patients, contacts, and specific groups outlined in the Provider's Mass Prophylaxis Dispensing Plan and the SCPH Emergency Plan.

g. _____ will follow the dispensing directives of SCPH during Mass Dispensing Operations.

h. 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, _____ would not be considered a CLOSED POD and their staff and/or specific groups would be required to attend a Public/OPEN POD operated by SCPH and not receive any preferential treatment.

ACRONYMS

1. Santa Cruz County Public Health (SCPH)

2. SNS: Strategic National Stockpile

3. POD: Point of Dispensing

Open POD: Open to general public

Closed POD: Open to a specific pre-defined population (employees, family, etc.)

4. Provider: Business/Organization willing to become a CLOSED POD

SIGNATURES

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

Kathleen Conley
Emergency Preparedness Manager

Date

[Name of Director]

Date

[Name of Provider Organization]