**Memorandum of Understanding**

**Regarding Mass Prophylaxis Dispensing**

This Memorandum of Understanding (MOU) is entered into as of this DATE day of MONTH, 2013 by and between AFFILIATE NAME (Affiliate) and the City of Independence Missouri (City) to support mass prophylaxis of a designated population affected by a disaster or public health emergency. This MOU is not intended to be a legally binding contract.

**RECITALS**

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

**WHEREAS**, the CDC, through the Missouri Department of Health and Senior Services (MODHSS), will provide the Strategic National Stockpile (SNS), which includes medications and medical supplies to the City of Independence, Missouri, through the Independence Health Department (IHD); and

**WHEREAS**, the City’s Health Department approves the transfer of a pre-determined quantity of the aforementioned medication to the Affiliate organization; and

**WHEREAS**, the City wishes to collaborate with the Affiliate to enhance its ability to respond to a catastrophic biological incident or other communicable disease threat.

**NOW THEREFORE**, the parties hereto agree as follows:

**DEFINITIONS**

*Event*: A public health emergency.

*Point of Dispensing (POD)*: Location where vaccines, antibiotics or other medication may be quickly dispensed to a large group of people during a public health emergency.

*Closed POD*: A dispensing site location operated by a private organization, called an Affiliate, for a specific population, (i.e., its employees and their families) not open to the general public.

*Strategic National Stockpile (SNS)*: A strategic stockpile of medications, medical equipment and supplies controlled by the federal government to be rapidly deployed to respond to public health disasters.

*Mass Dispensing Operations (MDOs)*. A program to dispense SNS medications to large groups of people during an Event.

1. The Affiliate Agrees:
	1. To request SNS medications according to the number of employees, family members, and other specific groups outlined in the Affiliate’s mass prophylaxis dispensing plan (on file with IHD) and the IHD Public Health Emergency Response Plan.
	2. To receive delivery of the SNS medications from the IHD, to secure said medications and prepare the site designated by the Affiliate as a POD.
	3. To dispense SNS medications (mass prophylaxis) to those individuals identified above by the Affiliate’s trained staff, at the Affiliate’s chosen site.
	4. To utilize SNS medications in accordance with the policies and procedures outlined in the IHD Public Health Emergency Response Plan and the Affiliate’s own mass prophylaxis dispensing plan.
	5. To provide the IHD with an electronic copy of the Affiliate’s mass prophylaxis dispensing plan along with any subsequent updates of such plan, and to exercise said plan on an annual basis.
	6. To dispense SNS medications per established medical protocols/algorithms (provided by IHD at time of the Mass Dispensing Operation) under the supervision of licensed medical personnel.
	7. To provide training and education to all Affiliate staff that will be utilized in Mass Dispensing Operations.
	8. To not charge individuals for SNS medications or administration of SNS medications that have been provided through this agreement, except as permitted by the State of Missouri or the CDC.
	9. To participate in IHD sponsored dispensing training/education opportunities if available.
	10. To provide emergency points of contact information to ensure timely notification of the Affiliate in the event of a public health emergency.
	11. To maintain accurate records (inventory) of SNS medications dispensed and then provide those to IHD upon request.
	12. To secure any unused SNS medications until a time IHD can make arrangements for retrieval.
	13. To compile and file an after-action report with the IHD, identifying shortfalls and accomplishments of the Mass Dispensing Operation if requested.

1. The City Agrees, through the IHD,:
	1. To conditionally ensure availability of the appropriate amount of SNS medications in a reasonable, timely manner and to provide the SNS medications to the Affiliate as it becomes available.
	2. To provide the Affiliate with a copy of the IHD Public Health Emergency Response Plan, along with any subsequent updates of such plan(s).
	3. To provide mass prophylaxis training/education opportunities to identified staff of the Affiliate.
	4. To provide pre-event planning and technical assistance, including supply lists, fact sheets, dispensing algorithms, etc.
	5. To coordinate with the Affiliate as outlined in the IHD Public Health Emergency Response Plan to the best of their ability.
	6. To supply the Affiliate with proper medical protocols for dispensing activities including but not limited to, dosing, follow-up procedures and releasable information regarding the public health emergency situation.
	7. To give the Affiliate consultation and assistance as needed for the given public health emergency.
	8. To make arrangements to collect any unused SNS medications as well as copies of all medical documentation.
	9. To provide after-action consultation to the Affiliate.
2. It is mutually agreed that:
	1. The confidentiality of patients and patient information will be maintained as written and enforced by federal and state law.
	2. This MOU may be extended by three-year intervals with agreement of both parties.
	3. This MOU may 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.
	4. This MOU will not supersede any laws, rules or polices of either party.
	5. This MOU will go into effect only at the request and direction of the City.
	6. The Affiliate will be a Closed POD in that it will not dispense SNS medications to the general public, but to identified staff, family members, and other specific groups outlined in the Affiliate’s mass prophylaxis dispensing plan and the IHD Public Health Emergency Response Plan.
	7. The Affiliate will follow the medical protocols for dispensing activities of IHD during Mass Dispensing Operations.
	8. It is understood that the Affiliate’s participation is completely voluntary and may not be available or utilized at the time of the Event. If the Affiliate is not utilized as a Closed POD, then its staff, their family members, and other specific groups may attend a Public/Open POD operated by IHD but will not receive any preferential treatment. The Affiliate is not required to provide advance notice of termination of this MOU in order to decline being available or utilized at the time of any Event.

SIGNATURES:

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

**City of Independence Missouri**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Robert Heacock Date

City Manager

**AFFILIATE NAME**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Affiliate Signature Date