

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

This Memorandum of Agreement is entered into this \_\_\_\_ day of \_\_\_\_\_, 2019, between the **Mental Health Crisis Center of Lancaster County** and the City of Lincoln on behalf of the Lincoln-Lancaster County Health Department. This MOA will go into effect only at the request and direction of the Lincoln-Lancaster County Health Department.

Definitions

1. Strategic National Stockpile (SNS) – The United States’ national repository of antibiotics, vaccines, chemical antidotes, antitoxins, and other critical medical equipment and supplies;
2. Point of Dispensing (POD) – Specific locations pre-screened and identified by an agency that can be utilized for distributing medications or vaccines to a large number of people in the event of a public health emergency;
3. CLOSED POD (Provider) – A private location that has agreed to dispense medications, generally during a public health emergency, to the people that work or reside there.

Recitals

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

WHEREAS, the CDC, through the Nebraska Department of Health and Human Services- Division of Public Health, will provide the SNS which includes medication and medical supplies to the Lincoln-Lancaster County Health Department; and,

WHEREAS, the Lincoln-Lancaster County Health Department approves the transfer of a pre-determined quantity of the aforementioned medication and medical supplies to a business/organization willing to become a CLOSED POD (Provider); and,

WHEREAS, the Lincoln-Lancaster County Health Department wishes to collaborate with the Provider to enhance its ability to respond to a catastrophic biological incident or other communicable threat of epidemic proportion by providing necessary elements of the SNS directly to Provider in order to supply those elements to the Provider employees, and their family members, who will be providing care to members of the community.

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

The Provider Agrees to:

- a. Request medications according to the number of Provider employees and identified household family members of employees (if applicable), clients as per the Provider's Mass Prophylaxis Dispensing Plan;
- b. Assume responsibility of dispensing medications (mass prophylaxis) to those individuals identified above (Item a) by the Provider's trained employees, at a site chosen by the Provider, and with no liability assumed by the Lincoln-Lancaster County Health Department;
- c. Utilize medications and medical supplies in accordance with the policies and procedures outlined during the event by the Lincoln-Lancaster County Health Department and the CDC;
- d. Dispense medications per established medical protocols/algorithms provided by the Nebraska Department of Health and Human Services and the Lincoln-Lancaster County Health Department at the time of the event under the supervision of licensed medical personnel;
- e. Provide any updates of the Provider's Mass Prophylaxis Dispensing Plan to the Lincoln-Lancaster County Health Department as updates or changes are made;
- f. Provide training and education to all Provider employees that will be utilized in Mass Prophylaxis Dispensing Operations in regard to specifics of the Provider Mass Prophylaxis Dispensing plan;
- g. Identify Provider employees by jurisdiction of residence and provide that information to the Lincoln-Lancaster County Health Department;
- h. Provide and administer medications that have been provided through this agreement, except as permitted by the State of Nebraska, Nebraska Department of Health and Human Services, and by the CDC;
- i. Participate in Lincoln-Lancaster County Health Department sponsored dispensing training, exercises/education opportunities;
- j. Provide 3-deep emergency point of contact information to the Lincoln-Lancaster County Health Department to ensure timely notification of the Provider in the event of a public health emergency;
- k. Store and dispense medications and/or supplies in accordance with the guidance provided by the Lincoln-Lancaster County Health Department;
- l. Maintain accurate records (inventory) of medications dispensed and provide those records to the Lincoln-Lancaster County Health Department in a timely manner upon request;

- m. Secure any unused medications until a time the Lincoln-Lancaster County Health Department can make arrangements for return or disposal of those medications as well as delivery of all documentation related to the response;
- n. Compile and file an After-Action Report with the Lincoln-Lancaster County Health Department, identifying shortfalls and accomplishments of the operation;
- o. To the fullest extent permitted by law, Provider shall indemnify, defend and hold harmless the City of Lincoln and its officers, agents and employees from and against claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from performance of this agreement, that results in any Claim for damage whatsoever, including without limitation, any bodily injury, sickness, disease, death, or any injury and/or loss of use resulting therefrom, that are caused in whole or part by the intentional or negligent act or omission of Provider or anyone directly or indirectly employed by the Provider.

The Lincoln-Lancaster County Health Department Agrees to:

- a. Provide pre-event planning and technical assistance including but not limited to job action sheets, supply lists, Point of Dispensing (POD) layouts, fact sheets, dispensing algorithms, etc. and inclusion in applicable training exercises;
- b. Conditionally, ensure availability of the appropriate amount of medications in a reasonable, timely manner and as they are available from the CDC;
- c. Provide coordination as outlined in the Lincoln-Lancaster County Health Department Strategic National Stockpile Plan to the Provider to the best of their ability;
- d. Provide proper standing orders and medical protocols to the Provider regarding dispensing activities including but not limited to dosing, follow-up procedures, and releasable information regarding the public health emergency situation;
- e. Provide consultation and assistance to the Provider as needed and available for the given public health emergency;
- f. Provide After-Action consultation to the provider.

It is Mutually Agreed that:

- 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. The contract information in the plan will be reviewed annually and updated as necessary by the Provider's Closed POD Coordinator. All updates will be forwarded to the Lincoln-Lancaster County Health Department;
- c. This Memorandum can be extended by 5-year intervals with agreement of both parties;

- d. This Memorandum can be amended by mutual agreement of both parties at any time and may be terminated by either party upon sixty (60) days notice in writing to the other party;
- e. This Memorandum will not supersede any laws or the rules or policies of either party;
- f. In the event the Provider is unable to participate for any reason at the time of an event, the Provider will no longer be considered a CLOSED POD. If that were to occur, the Provider's staff and/or specific groups would be required to attend a public/OPEN POD supplied by the Lincoln-Lancaster County Health Department.

SIGNATURES

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

\_\_\_\_\_  
 Patricia D. Lopez, Interim Health Director  
 Lincoln-Lancaster County Health Department  
 3131 'O Street  
 Lincoln, Nebraska 68510

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 (Provider Representative Signature)

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 (Provider Representative – Printed Name)

\_\_\_\_\_  
 (Address, City, State, Zip)