



## MEMORANDUM OF UNDERSTANDING BETWEEN

Franklin County Public Health

And

**{Insert Organization Name}**

This agreement made by and between Franklin County Public Health (hereinafter, FCPH) and **{Insert Organization Name}** (hereinafter, {"Provider"}), to engage in planning to support the provision of emergency public health services to designated populations affected by a public health emergency.

### A. Background

The Centers for Disease Control and Prevention (CDC) has established the Cities Readiness Initiative (CRI) Program to enhance preparedness to a catastrophic biological incident or other public health emergency. In such an event, the CDC will deploy the Strategic National Stockpile (SNS) to ensure adequate medications or medical supplies—collectively referred to as medical countermeasures—are available for response.

In its jurisdiction, FCPH will coordinate the distribution of SNS assets through both public and private points of dispensing (PODs). The general population will report to a public POD to receive medical countermeasures, while participating entities host private PODs in order to ease the strain on public dispensing locations and to assure that critical infrastructure remains functional during such an emergency.

FCPH will approve the transfer of covered medical countermeasures to **{INSERT ORGANIZATION ABB.}**, which will serve as a private POD in accordance with the terms below. The collaboration between FCPH and **{INSERT ORGANIZATION ABB.}** will enhance our community's ability to respond to a catastrophic biological incident or other communicable threat.

### B. Liability

The United States Department of Health and Human Services, by means of the Public Readiness and Emergency Preparedness (PREP) Act of 2008, grants governmental program planners (and other "Covered Persons" as described below) liability protection to administer covered medical countermeasures including (but not limited to) vaccines, antimicrobials/antibiotics, and antitoxins for pre-exposure and post-exposure prevention and treatment.

Such countermeasures are further defined as those which the Secretary of the Department of Health and Human Services identifies as serving as "a priority to diagnose, mitigate, prevent or treat harm from any biological, chemical,



radiological, or nuclear agent identified as a material threat...or to diagnose, mitigate, prevent, or treat harm from a condition that may result in adverse health consequences or death and may be caused by administering a drug, biological product, or device against such an agent; and is determined by the Secretary of Health and Human Services to be a necessary countermeasure to protect public health."

The PREP Act extends liability protection to "Covered Persons," further defined by the terms "manufacturer", "distributor", "program planner", and "qualified person". By the means of emergency declaration by the Secretary of the Department of Health and Human Services, the term "qualified person" can be extended to include volunteers dispensing medical countermeasures on behalf of their local health department (including those doing so at private POD locations).

### **C. Provider Responsibilities**

Provider agrees:

1. That after meeting its emergency responsibilities to its corporation, it will be available to receive and dispense medical countermeasures according to pre-identified numbers of (a)employees, (b)associated personnel (e.g., contractors or temporary employees), and (c)household members of a and b;
2. To secure all staff and resources needed to dispense medical countermeasures to those individuals identified by the Provider, except for the materiel provided by FCPH, at a site chosen by the Provider, and with no liability assumed by FCPH;
3. To provide covered medical countermeasures free-of-charge to everyone served by a Provider's private POD;
4. To utilize covered medical countermeasures in accordance with the policies and procedures outlined by FCPH, including but not limited to the FCPH Public Health Emergency Response Plan;
5. To dispense covered medical countermeasures in accordance with the guidance provided by FCPH, the Ohio Department of Health (ODH), and the CDC ;
6. To provide training and education to all staff who will be utilized in covered medical countermeasure dispensing operations;
7. To designate a staff representative to annually participate in at least one, FCPH-sponsored training or education opportunity;
8. To update the point of contact information at least annually
9. To maintain proper temperature control of medications as directed by FCPH;
10. To provide 24/7 emergency points of contact to ensure timely notification of the Provider in the event of a public health emergency;
11. To maintain accurate records of inventory received, dispensed and remaining post dispensing operations, and to provide these records to FCPH within a timeframe as specified by FCPH during an incident;



12. To ensure the pickup of SNS assets from the designated drop site within a timeframe as specified by FCPH during an incident with a pre-identified staff member for security purposes
13. To ensure the safe return of unused SNS assets to FCPH within a timeframe as specified by FCPH during an incident;
14. To ensure the completion of an after-action report with FCPH to identify both successes and areas for improvement in the dispensing operation following an activation or exercise;

#### **D. Franklin County Public Health Responsibilities**

FCPH agrees:

1. At least once per year, to provide to the Provider a training or education on medical countermeasures dispensing;
2. To request execution of the terms of this agreement only when a declaration under the PREP Act authorizes liability protection to administer covered medical countermeasures for volunteers at a private POD;
3. To ensure appropriate standing orders and medical protocols are in place to authorize the Provider to operate a private POD;
4. To provide pre-event planning guidance as related to the Provider's Medical Countermeasures Dispensing Plan;
5. To provide 24/7 emergency points of contact so that FCPH can be quickly reached during a public health emergency;
6. To provide fact sheets, medical screening forms, and any additional documents necessary for the incident;
7. To the best of our ability, provide a sufficient supply of medical countermeasures to the Provider in a reasonable and timely manner;
8. To provide consultation and assistance during the public health emergency;
9. To process any unused SNS assets returned by the Provider;
10. To collect and process all documentation after the incident;
11. To provide consultation to the Provider during the after-action process.

#### **E. FCPH and PROVIDER Mutual Agreements:**

FCPH and the Provider mutually agree that:

1. When the Provider dispenses medical countermeasures in accordance with this agreement, they are doing so on behalf of FCPH;
2. Confidentiality of patients, patient information, and all protected health data will be maintained in accordance with all applicable laws and regulations such as the Health Insurance Portability and Accountability Act;
3. The Provider Covered Medical Countermeasures Plan must be completed, reviewed, and deemed executable by both parties before the Provider may be activated as a private POD;



4. The Provider will be considered a private POD. The Provider will not dispense medications to the general public but only to individuals identified by the Provider;
5. FCPH will have the sole and exclusive authority to determine activation and implementation of this agreement; The Provider, at all times, retains the right to decline activation;
6. If individuals associated with the Provider are served by a public POD, they will receive no preferential treatment relative to the general population of Franklin County.
7. This agreement will not supersede any laws, rules or policies of either party;
8. Each party shall be responsible for any injuries or damages that may arise from any action or omission of a party or its personnel acting under this Agreement;
9. Upon the request by FCPH pursuant to paragraph D(2) above, the activities to be conducted under this agreement are emergency response activities consistent with Ohio emergency response plans, and that the targeted liability protections of the Public Readiness and Emergency Preparedness Act, 42 U.S.C. §§ 247d-6d and 247d-6e, are applicable to the parties, the officials, employees, and agents of the parties, the purposes of this agreement, the medical countermeasures to be administered under this agreement, and all activities described throughout this agreement;

**F. Term and Implementation:**

This agreement will initially cover a term of five years beginning on the date of last signature, after which it can be extended by five-year intervals with the mutual agreement of both parties.

This memorandum may be amended by mutual agreement of both parties at any time and may be terminated by either party upon 30 days' written notice to the other party.

**G. NOTICE AND CORRESPONDENCE :**

*All notices and correspondence, which may be necessary or proper for either party, shall be addressed as follows:*

**TO PUBLIC HEALTH**

Franklin County Public Health  
280 East Broad Street  
Columbus, OH 43215  
Attention: Eva Wollerman and/or Jessica Cameron

**TO THE FACILITY**



{Insert Organization Name}

Address:

Attention:

**H. INTERPRETATION:**

This agreement shall be interpreted according to the laws of the State of Ohio, regardless of its place of execution. Any actions, suits, or claims that may arise pursuant to this agreement shall be brought in a court of competent jurisdiction in the County of Franklin, State of Ohio.

**IN WITNESS THEREOF**, the parties have caused this agreement to be executed, said agreement to become effective and operational upon the fixing of the last signature hereto.

**FOR FRANKLIN COUNTY PUBLIC HEALTH**

\_\_\_\_\_  
Joe Mazzola, Health Commissioner

\_\_\_\_\_  
Date

**FOR {INSERT ORGANIZATION NAME-ALL CAPS}**

\_\_\_\_\_  
Name, Title

\_\_\_\_\_  
Date



**{Insert Organization Name} Contacts**  
**Address:**

<b>Primary Contact</b>	<b>Title</b>	<b>Business Phone</b>	<b>Mobile Phone</b>	<b>Email Address</b>
<b>Authorized Person to Pick Up Medication</b>	<b>Title</b>	<b>Business Phone</b>	<b>Mobile Phone</b>	<b>Email Address</b>
<b>Authorized Person to Pick Up Medication</b>	<b>Title</b>	<b>Business Phone</b>	<b>Mobile Phone</b>	<b>Email Address</b>



## Franklin County Public Health Contacts

FCPH Contact	Title	Business Phone	Mobile Phone	Email Address
<b>William Longmore</b>	CRI Coordinator	(614)-525-3699	(614)-955-9120	WilliamLongmore@franklincountyohio.gov
FCPH Contact	Title	Business Phone	Mobile Phone	Email Address
<b>Eva Wollerman</b>	Emergency Preparedness Supervisor	(614)-525-4947	(614)-359-4305	evawollerman@franklincountyohio.gov
FCPH Contact	Title	Business Phone	Mobile Phone	Email Address
<b>Joe Mazzola</b>	Health Commissioner	(614)-525-4722	(614)-493-1411	joemazzola@franklincountyohio.gov