

**Memorandum of Understanding (MOU)  
between Providers and the  
County of Fresno  
Regarding  
Provision of Medical Prophylaxis in a Closed Point of Dispensing (CPOD)**

**Definitions:**

1. Point of Dispensing (POD): A mass dispensing site that is capable of providing prophylactic medications to protect the population from biological threats. Prophylactic medications are dispensed to persons who may have been exposed to a pathogen, but who do not display symptoms. Routine medical care is not provided in a POD.
2. Closed POD (CPOD): A CPOD that is operated by a government agency, non-profit organization, private business or other entity for its own members, employees, clients, contractors and their respective family members, etc., and is not open to the general public.
3. Strategic National Stockpile (SNS): A national repository of medicines and medical supplies designed to supplement and re-supply state and local public health agencies in the event of a national emergency anywhere and at any time within the U.S. or its territories.
4. Provider: Organization serving as a CPOD.
5. Prophylaxis: A measure taken to maintain health and prevent the spread of disease. For the purposes of this MOU, prophylaxis are prophylactic medications provided by COUNTY for dispensing at a CPOD.
6. Provider Population: PROVIDER'S members, employees, contractors and clients associated with PROVIDER'S facility/facilities located within Fresno County.
7. PREP Act: The Public Readiness and Emergency Preparation Act
8. PREP Declaration: A Declaration issued by the U.S. Secretary of Health and Human Services that authorizes the release of medications from the SNS for distribution, and provides immunity, except in the case of willful misconduct, from legal liability to persons and entities involved in the distribution, administration, and dispensing of SNS medications.

**I. Purpose**

This Memorandum of Understanding (MOU) is made and entered into by and between the County of Fresno, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and its CPOD partners, hereinafter referred to singularly as "PROVIDER" and identified more particularly in Exhibit A, attached hereto and by reference incorporated herein, as it relates to the deployment and dispensing of prophylactic medications and medical supplies made available from the Centers for Disease Control and Prevention's (CDC) Strategic National Stockpile (SNS), through the California Department of Public Health (CDPH), or prophylactic medications and medical supplies already within the control of CDPH.

**WHEREAS**, the COUNTY's Department of Public Health intends to utilize this

MOU only in the event of a duly proclaimed State of Emergency or Local Emergency as defined in Government Code §8558(b) & (c) where distribution of medical prophylaxis has been determined to be an appropriate response to a particular public health emergency; a duly declared Local Health Emergency as defined in Health and Safety Code §101080; and/or a PREP Declaration has been issued by the U.S. Secretary of Health and Human Services; and

**WHEREAS**, the COUNTY's Department of Public Health will receive prophylactic medications and/or medical supplies following a particular public health emergency from the CDC SNS and/or directly from CDPH; and,

**WHEREAS**, the COUNTY's Department of Public Health will provide resources, which include medications and medical supplies, to the PROVIDER in the County of Fresno, CA; and,

**WHEREAS**, the COUNTY intends to transfer a pre-determined quantity of the aforementioned medication and/or medical supplies to the PROVIDER, as needed, to respond to a particular public health emergency, in accordance with the COUNTY Department of Public Health policies and procedures and PROVIDER Mass Prophylaxis Dispensing Plan; and,

**WHEREAS**, the PROVIDER will use the medical prophylaxis for internal distribution to its members, employees, contractors, and their family members, as part of the activation of the CPOD; and,

**WHEREAS**, the COUNTY wishes to join forces with the PROVIDER to enhance its ability to respond to a catastrophic biological incident or other public health emergency requiring mass dispensing of medications and/or medical supplies.

**NOW THEREFORE**, the parties understand and mutually agree to the extent possible, with consideration to available resources, current federal, state, and local laws, PROVIDER policies, regulations, and procedures, to provide assistance in accordance with the provisions of this Agreement.

## II. **Liability**

Under the Public Readiness and Emergency Preparedness (PREP) Act, the Secretary of Health and Human Services is authorized to issue a PREP Declaration in the event of a public health emergency which requires the manufacture, distribution, and dispensing of certain medical countermeasures (MCM). Among the provisions of a PREP Declaration is authorization for the distribution of MCM from the Strategic National Stockpile (SNS) to local agencies for dispensing to the public. Under the PREP Act, persons and organizations involved in the distribution and dispensing of medications pursuant to PREP Declaration, such as those contemplated by this MOU, are given immunity from liability for claims of loss caused by or arising from their actions, except in the case of willful misconduct. As used in the PREP Act, loss includes death, or physical or emotional injury.

It is understood that none of the parties to this agreement waive any of their sovereign or statutory immunities that are otherwise available under United States or California law, or provide any liability protections or indemnification to one another under this agreement.

### III. **Scope**

For planning purposes, it is assumed the PROVIDER will disclose to COUNTY the number of its members, employees, clients and/or contractors affiliated with the PROVIDER. The PROVIDER population will be calculated by taking that number and multiplying by 5 to give a reasonably accurate provider population number which now includes family members.

### IV. **Responsibilities**

#### A. **COUNTY**

##### **Planning**

1. **COUNTY** will supply draft protocols and supporting documents for planning, activation, pickup/delivery, and dispensing operations to support the development of the PROVIDER response plans.
2. **COUNTY** will meet with the PROVIDER to review prophylactic medication receipt and dispensing plans.
3. **COUNTY** will notify the PROVIDER of any state or Federal planning changes that would affect developed plans.
4. **COUNTY** will participate in mass dispensing drills and exercises as requested by the PROVIDER, as deemed feasible by COUNTY.

##### **Activation and Operation**

1. **COUNTY** will coordinate the request and receipt of SNS prophylactic medications from the CDC.
2. **COUNTY** will notify the PROVIDER of the decision to provide medical prophylaxis to an exposed population. COUNTY will request confirmation of current PROVIDER population, designated receiving agent, and pickup/delivery location.
3. **COUNTY** will determine the apportionment based on: current and expected supply levels, pre-defined or updated PROVIDER population numbers, and the prevailing epidemiology and medical directives as prescribed by the COUNTY Health Officer.
4. **COUNTY** will provide any updated scenario information and coordinate pickup/delivery of medications and supporting information and forms to the designated PROVIDER location as identified on Exhibit A, Provider Information Sheet.

##### **Recovery**

**COUNTY** will coordinate with the PROVIDER for pickup/delivery of remaining materials.

#### B. **PROVIDER**

##### **Planning**

1. The PROVIDER will provide the COUNTY with the population estimates at the time of execution and at least annually thereafter.

2. The PROVIDER will plan for a safe and efficient method to pick up medical prophylaxis materials from a secure location designated by the COUNTY and transport them back to PROVIDER's premises.
3. The PROVIDER will designate and plan for a secure location to receive and store medical prophylaxis materials received from the COUNTY on PROVIDER's premises while it is being dispensed.
4. The PROVIDER will develop plans and identify internal resources to support the dispensing of emergency medical prophylaxis to the populations outlined in the information sheet.
5. PROVIDER shall ensure that a sufficient number of its employees are trained and prepared to carry out the dispensing plan in the event that a CPOD is activated.
6. The PROVIDER will follow all appropriate laws, regulations, and policies applicable to it.

### **Activation and Operation**

1. The PROVIDER will provide for the proper receipt and storage of prophylactic medications from COUNTY.
2. The PROVIDER will dispense medications consistent with current directives from the COUNTY Health Officer and consistent with agreed upon plans and protocols, inclusive of providing the appropriate patient information and screening.
3. Upon request from COUNTY, the PROVIDER will provide reports of: the number of prophylactic regimens that have been dispensed, the amount of remaining supplies, and any expected resupply needs.
4. In the event PROVIDER is unable to pick up medical prophylactic materials from the designated location, the PROVIDER will grant COUNTY access to deliver emergency prophylactic materials, upon mutual agreement at the time of the event. Given the nature and scope of such an event, each situation is unique and will require consideration and approval on a case-by-case basis.

### **Recovery**

The PROVIDER will notify COUNTY of completion of operations and of the on-hand remaining materials. The PROVIDER will package the remaining materials for pickup and will store them in an appropriate and secure environment until materials can be returned to COUNTY.

### **C. Mutual Agreement**

It is mutually agreed that:

1. The confidentiality of patients and patient information will be maintained as written and enforced by the Health Insurance Portability and Accountability Act (HIPAA), as applicable, and any applicable State law.
2. This Memorandum will not supersede any laws, rules, or policies of either party.
3. Activation of the PROVIDER CPOD as described in this MOU will go into effect only at the request and direction of the COUNTY.

4. The PROVIDER will be considered a CPOD in that it will not dispense medications to the “general public” but to PROVIDER population as outlined in the PROVIDER Mass Prophylaxis Dispensing Plan.
5. It is understood that the PROVIDER participation is completely voluntary, and that CPOD activation may not be available/utilized at the time of a public health emergency. If a CPOD is not used, prophylactic medications may be made available to PROVIDER employees and members of their households under the same terms as they are made available to the general public.
6. The PROVIDER will follow the dispensing directives of COUNTY during Mass Dispensing Operations.

**V. Points of Contact for County**

• **Fresno County Department of Public Health**

Primary Point of Contact:

Name: Darrel Schmidt

Title: Public Health Emergency Preparedness Coordinator

Office: (559) 600-3473

E-mail: [dschmidt@fresnocountyca.gov](mailto:dschmidt@fresnocountyca.gov)

Alternate Point of Contact:

Name: Naomi Wooten

Title: Staff Analyst

Office: (559) 600-3473

E-mail: [nwooten@fresnocountyca.gov](mailto:nwooten@fresnocountyca.gov)

After Business Hours Contact:

Fresno County Sheriff's Dispatch: (559) 600-3111

**VI. Duration of the MOU**

The effective period of this MOU begins on the date of execution and shall renew automatically for continuous one-year periods, unless written notice of nonrenewal is given by either PROVIDER or COUNTY or COUNTY'S DPH Director, or designee, not later than sixty (60) days prior to the close of the current MOU term.

This MOU may be terminated by COUNTY or COUNTY'S DPH Director, or designee, or PROVIDER upon giving sixty (60) days advance written notice of an intention to terminate to the other party.

**VII. Modification, Change, Amendment, or Termination**

Any modifications, changes, or amendments to this MOU must be in writing, and are contingent upon approval by both the COUNTY and PROVIDER. Either party may request review of the MOU at any time, if so desired.

**VIII. Miscellaneous**

This MOU is not intended, and should not be construed, to create any right or benefit, substantive or procedural, enforceable at law or otherwise by any party against the parties, their parent agencies, the United States, or the officers, employees, agents or other associated personnel thereof.

This MOU is not an obligation or commitment of funds, nor a basis for transfer of funds, but rather is a basic statement of the understanding between the parties hereto of the tasks and methods for performing the tasks herein. Unless otherwise agreed in writing, each party shall bear its own costs in relation to this MOU. Expenditures by each party will be subject to its budgetary processes and to the availability of funds and resources pursuant to applicable laws, regulations, and policies. The parties expressly acknowledge that this in no way implies that the United States Congress will appropriate funds for such expenditures.

**IX. Concurrence**

It is agreed that this written statement embodies the entire agreement of the parties regarding this affiliation, and no other agreements exist between the parties except as expressed in this document. All parties to this MOU concur with the level of support and resource commitments that are documented herein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first hereinabove written.

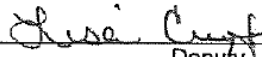
COUNTY OF FRESNO



Nathan Magsig, Chairman of the Board of Supervisors of the County of Fresno

**ATTEST:**

Bernice E. Seidel  
Clerk of the Board of Supervisors County of Fresno, State of California

By:  Deputy

FOR ACCOUNTING USE ONLY:  
ORGN No.:  
Account No.:  
Requisition No.:

**PROVIDER INFORMATION SHEET**

Provider Name: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed name and title of signee:

Address:

Phone number:

Cell number:

Email address:

**Closed POD Location** (if multiple locations exist, please attach separate sheets with the same information listed below for each location)

Name of facility:

Address:

Number of staff being served: \_\_\_\_ x 5 = estimated total medication regimens to be supplied: \_\_\_\_\_

Primary Point of Contact for CPOD:

Name:

Title:

Office number:

Mobile number:

Email:

Alternate Points of Contact:

Name:

Title:

Office number:

Mobile number:

Email:

Name:

Title:

Office number:

Mobile number:

Email: