

Kanab City Resolution 2-2-13 R

**Memorandum of Understanding between
Kanab City Corporation
and
Southwest Utah Public Health Department
concerning the
Closed POD Provision of Emergency Medical Prophylaxis**

I. Purpose

This Memorandum of Understanding (MOU) is made and entered into by and between the Southwest Utah Public Health Department (SWUPHD) and Kanab City for the purpose of cooperation as it relates to the deployment and dispensing of prophylactic medications and other supplies made available from the Centers for Disease Control and Prevention's (CDC) Strategic National Stockpile (SNS), through the Utah Department of Health (UDOH) and Southwest Utah Public Health Department (SWUPHD).

WHEREAS, the SWUPHD will receive emergency prophylactic medications through the CDC SNS program following a widespread bio-event, and SWUPHD will be responsible for delivering the same to potentially exposed populations in a highly efficient manner to save lives; and,

WHEREAS, SWUPHD seeks a mechanism to provide these prophylactic medications to potentially exposed populations that may be required to report to duty and unable to pickup at public Points of Dispensing (PODs); and,

WHEREAS, Kanab City seeks to safeguard its emergency response staff, and has the infrastructure and resources to dispense medical prophylaxis to these populations upon receipt of medicine; and,

WHEREAS, the SWUPHD and Kanab City intend to cooperate and collaborate to serve the community in such an event,

NOW THEREFORE, the Southwest Utah Public Health Department and Kanab City understand and mutually agree to the extent possible, with consideration to available resources, current federal, state, and local laws, Kanab City policies, regulations, and procedures, to reciprocate assistance in accordance with the provisions of this MOU.

II. Definitions:

1. Closed POD: A closed POD is one that is operated by an organization, business or other entity for its own members, employees, employees' family members, etc., and is not open to the general public.

2. Strategic National Stockpile (SNS): A national repository of antibiotics, chemical antidotes, antitoxins, life-support medications, IV administration, airway maintenance supplies, and medical/surgical items designed to supplement and re-supply state and local public health agencies in the event of a national emergency anywhere and at anytime within the U.S. or its territories.
3. Point of Dispensing (POD): A mass dispensing site that is capable of providing medications (prophylaxis) or vaccinations to protect the population from biological threats or epidemics. Routine medical care is not provided in a POD.
4. Provider: Business/Organization serving as a CLOSED POD.

III. Liability

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 Utah law, or provide any liability protections or indemnification to one another under this agreement.

IV. Scope

For planning purposes, it is assumed the Kanab City population requiring institutional delivery of emergency prophylactic medications, is defined as Employees, Firefighters, and Immediate Family consisting of 240 individuals.

V. Responsibilities

A. SOUTHWEST UTAH PUBLIC HEALTH DEPARTMENT (SWUPHD)

Planning

1. Southwest Utah Public Health Department (SWUPHD) will supply draft protocols and supporting documents for planning, activation, delivery, and dispensing operations to support the development of Kanab City response plans.
2. Southwest Utah Public Health Department (SWUPHD) will meet with Kanab City to review receipt and dispensing plans.
3. Southwest Utah Public Health Department (SWUPHD) will notify Kanab City of any state or Federal planning changes that would affect developed plans.

Activation and Operation

1. Southwest Utah Public Health Department (SWUPHD) will coordinate request and receipt of SNS prophylactic medications from the CDC.
2. Southwest Utah Public Health Department (SWUPHD) will notify Kanab City of the decision to provide medical prophylaxis to an exposed population and the decision to activate this agreement to support any such population. Southwest Utah Public Health Department (SWUPHD) will request confirmation of current population, designated receiving agent, and delivery location.
3. If necessary, Southwest Utah Public Health Department (SWUPHD) will determine delivery apportionment based on: Current and expected supply levels, pre-defined or updated Kanab City population numbers, and the prevailing epidemiology and medical

directives as prescribed by the Southwest Utah Public Health Department (SWUPHD) Medical Director.

4. Southwest Utah Public Health Department (SWUPHD) will provide any updated scenario information and coordinate delivery of medications and supporting information and forms to the designated Kanab City location at: Kanab Fire Station #1.
5. If circumstances require pickup by Kanab City, Southwest Utah Public Health Department (SWUPHD) will provide pickup location and pickup time, and will request confirmation of pickup agent. At pickup site, Southwest Utah Public Health Department (SWUPHD) will verify the credentials of pickup agent and will transfer custody of medications.

Recovery

1. Southwest Utah Public Health Department (SWUPHD) will coordinate with the Gentiva Health Services for pickup of remaining materials.

B. Kanab City

Planning

1. Kanab City will provide Southwest Utah Public Health Department (SWUPHD) with the population estimates of both the average and likely maximum numbers of the populations described in the scope.
2. Kanab City will designate and plan for a location to efficiently receive delivery of medical prophylaxis materials from Southwest Utah Public Health Department (SWUPHD).
3. Kanab City will develop plans and identify internal resources to support the dispensing of emergency medical prophylaxis to the populations outlined in the scope.
4. Kanab City will follow all appropriate laws, regulations, and policies applicable to it.

Activation and Operation

1. Kanab City will provide for the proper receipt and storage of prophylactic medications from Southwest Utah Public Health Department (SWUPHD).
2. Kanab City will dispense medications consistent with current directives and/or just-in-time-training offered from the Southwest Utah Public Health Department (SWUPHD) Medical Director and consistent with agreed upon plans and protocols, inclusive of providing the appropriate patient information and screening.
3. Upon request from Southwest Utah Public Health Department (SWUPHD), Kanab City 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 Kanab City is "Locked Down" due to an increased threat, off-site emergency response to Kanab City may be hindered during the initial hours of the incident/event. During such an event, Kanab City will make arrangements to pickup emergency prophylactic materials from Southwest Utah Public Health Department (SWUPHD) or grant Southwest Utah Public Health Department (SWUPHD) 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.

5. Recovery

Kanab City will notify Southwest Utah Public Health Department (SWUPHD) of completion of operations and of the on-hand remaining materials. Kanab City will package the remaining materials for pickup and will store them in an appropriate and secure environment until pickup by the Southwest Utah Public Health Department (SWUPHD) designated representative.

VI. Points of Contact

• **Southwest Utah Public Health Department:**

Primary Point of Contact:

Name: Paulette Valentine
Title: Director of Communicable Disease and Emergency Preparedness
Address: 620 South 400 East, Suite 400, St. George UT 84770
Telephone: 435-986-2579 or 435-817-2698
Fax: 435-986-2571
E-mail: pvalentine@utah.gov

Alternate Point of Contact:

Name: Susan Peck
Title: Director of Nursing
Telephone: 435-865-5149 or 435-463-4321
Fax: 435-628-6425
E-mail: speck@utah.gov

• **Kanab City**

Primary Point of Contact:

Name: Joe Decker
Title: Fire Chief
Telephone: 435-644-2718
Fax: 435-644-2536
E-mail: kfd@kanab.net

Alternate Point of Contact:

Name: Stuart Willoughby
Title: Assistant Fire Chief
Telephone: 435-644-2718
Fax: 435-644-2536
E-mail: swilloughby@kchosp.net

24 Hour Point of Contact:

Name: Joe Decker
Telephone: 435-689-1577
Fax: 435-644-2536

Duration of the Agreement

The effective period of this Memorandum of Understanding begins on the date of signature and remains in effect indefinitely unless so modified, changed, amended or terminated in writing by either party with 60 days notice. Either party may request a review of the Memorandum of Understanding at any time, if so desired.

VII. Modification, Change, Amendment, or Termination

Any modifications, changes, or amendments to this agreement must be in writing, and are contingent upon approval by both the Southwest Utah Public Health Department (SWUPHD) and *Kanab City*.

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 agreement concur with the level of support and resource commitments that are documented herein.

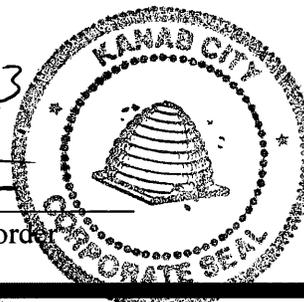


David W. Blodgett, M.D., M.P.H.
Director / Health Officer
Southwest Utah Public Health
Department

Nina Laycook
Mayor
Kanab City

Date: _____

Date: 2-12-13


Attest: Duane Huffman, City Recorder

Example Dispensing Decision Matrix – Medical Screening Form
(May require event-based modification)

<h1 style="font-size: 2em;">1</h1> LIST ALL THOSE FOR WHOM YOU ARE PICKING UP MEDICATIONS TODAY, INCLUDING YOURSELF		<h1 style="font-size: 2em;">2</h1> Answer questions A and B below for EACH person listed in Column 1:					
		<p align="center">A</p> Is person allergic to or shouldn't take any of these: <ul style="list-style-type: none"> • Doxycycline • Vibramycin • Minocycline • Tetracycline 	<p align="center">B</p> Is person allergic to or shouldn't take any of these: <ul style="list-style-type: none"> • Ciprofloxacin • Levofloxacin (Levaquin) • Ofloxacin • Gatifloxacin • Moxifloxacin <p align="center"><u>OR</u></p> Is person taking: <ul style="list-style-type: none"> • Tizanidine (Zanaflex) If either of the above is "Yes", indicate "Yes" below.	DECISION MATRIX – STAFF USE ONLY			
Last Southwest Utah Public Health Department	First Southwest Utah Public Health Department	Yes, No or Don't Know?	Yes, No or Don't Know?	CIRCLE MEDICATION TO BE PROVIDED STAFF USE ONLY			
				Doxy	Cipro	Refer	
				Doxy	Cipro	Refer	
				Doxy	Cipro	Refer	
				Doxy	Cipro	Refer	
				Doxy	Cipro	Refer	
Add Totals Under Doxy & Cipro Columns:							
		<h1 style="font-size: 2em;">3</h1> EACH PERSON SHOULD TAKE THE MEDICINE CIRCLED IN THEIR ROW.					