

Open Point of Dispensing (POD) Agreement
Mercer County Health District

Memorandum of Understanding is entered between the following:

Open POD Organization (known here after as 'Organization')

Celina City Schools
715 E. Wayne Street
Celina, Ohio 45822

Local public health office

Mercer County Health District
220 W. Livingston St. Suite B152
Celina, Ohio 45822

Beginning on this date:

May 16, 2019

Definitions:

Medical countermeasures – any form of medication, vaccination, or medical supply item needed to protect a certain population of an eminent public health threat

Open point of dispensing – point of dispensing (POD) site where medical countermeasures (medications, vaccinations, etc.) are administered to any individual

Organization - business or organization in Mercer County, Ohio willing to become an open point of dispensing to house public health staff in hopes of providing medical countermeasures to the general public

Strategic national stockpile (SNS) - cache of pharmaceuticals and other medical supplies that would be delivered to the Mercer County Health District during a public health emergency.

Introduction:

The purpose of the memorandum of understanding is to define the relationship between the Mercer County Health District and the Organization during a public health emergency.

For this purpose, a public health emergency refers to an occurrence which results in an actual or imminent threat of harm to public health and safety due to bioterrorism, terrorism events, communicable disease outbreak or release of dangerously contagious or infectious disease, natural occurrences, infectious agents and/or chemical agents, or any other situation that possess substantial probability of death, long-term disability, or future harm in the affected population.

The Organization acknowledges the intent to serve as a point of dispensing site to be used by the Mercer County Health District during an emergency response to dispense medical countermeasures from the Strategic National Stockpile (SNS). An open point of dispensing is a location where medical countermeasures will be dispensed to the public. The Organization's facility/building will not be used unless there is a large-scale public health emergency and it is determined that there is a need to request a large quantity of medical countermeasures.

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The Organization agrees to the following:

- a) Allow use of its facilities, grounds and equipment
- b) After it is determined that the Strategic National Stockpile will be activated and upon the request of the Mercer County Health District, the Organization will permit the use of its facilities, grounds and equipment to the Mercer County Health District and its associates, to the extent of the organizations ability, within 12 hours of the request and for the time period being requested for the purpose of mass dispensing medication/vaccinations for disease prevention and control activities. Facility use may include, but not limited to:
 - a. Any/all facility rooms and space(s)
 - b. Office equipment, including telephones, computers, internet access, copy machines, printers and fax machines
 - c. Tables, chairs, desks, cots, wheelchairs, dollies
 - d. Rest rooms, refrigerators, and water fountains
 - e. Parking areas
- c) Designate points-of-contact in case of an emergency as outlined in the Mercer County Health District's Point of Dispensing Registration Form
- d) Participate in annual training and exercises in conjunction with the Mercer County Health District.
- e) Allow any/all relevant paperwork to be held with the Mercer County Health District and the Ohio Department of Health.

The Mercer County Health District agrees to the following:

- a) Provide the Organization with a Mercer County Health District point of contact person to answer questions or concerns about these arrangements.
- b) After the event and in a timely manner, work with appropriate reimbursing Federal/State Agencies to assist in the replacement or reimbursement to the Organization for any food, supplies, and utilities (including telephone charges, faxes, copying machines, copy paper, etc.) used by the Mercer County Health District during an open point of dispensing activation.
- c) Assure that trained point of dispensing staff will triage at the entrance of the facilities and, to the best of their ability, prevent contagious people from entering.
- d) Assure that any post-event clean-up is performed.
- e) Assure that any information gathered during building/facility site inspection will kept in a secure manner at the health district.
- f) Provide training and exercise opportunities for all open point of dispensing staff members from the Organization.
- g) Contact Organization in a timely manner, once it has been determined the building/facilities will be used as an open point of dispensing site by the Mercer County Health District.

Time of Performance

This memorandum of understanding shall be effective from the date it is signed through ten (10) years and will be reviewed for renewal ninety (90) days prior to the expiration of this memorandum of understanding.

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One or all of the parties may terminate this memorandum of understanding at any time by giving ninety (90) days written notice of intention to the other party. This memorandum of understanding may be immediately terminated or modified upon mutual consent of both the Mercer County Health District and the Organization.

Liability

Any and all claims, demands, expenses, liabilities, and losses as a result of incidents or damages to any facilities, which may arise out of any acts or failure to act by the Mercer County Health District, its employees, agents, volunteers or contractors in connection with the performances of open point of dispensing services provided by the Mercer County Health District will be directed to the Federal Emergency Management Agency (FEMA) and State of Ohio Emergency Management Agency for emergency and/or disaster funds.

The facility/organization shall be liable for any and all claims, demands, expenses, liabilities, and losses as a result of incidents or damage to the facilities which may arise out of any acts or failures to act by the Organization, its employees, agents or contractors, in connection with the performance of the services provided by the facility/organization to this memorandum of understanding.

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Signatures

The signature below indicate agreement with the above stated agreements and conditions between the Mercer County Health District and the Organization:

Dr. Kenneth J. Schmiesing
Provider Organization (Printed)
Dr. Kenneth J. Schmiesing
Provider Organization (Signature)
5/16/19
Date

Jason A. Menchhofer R.S.
Mercer County Health District Contact (Printed)
Jason A. Menchhofer R.S.
Mercer County Health District Contact (Signature)
5-8-19
Date