

**MEMORANDUM OF UNDERSTANDING (MOU)**  
**Regarding Mass Prophylaxis Dispensing**  
**CLOSED Point of Dispensing (POD)**

This Memorandum of Understanding (MOU) is entered into by and between the **Ector County Health Department (ECHD)**, Odessa, Texas and **Ector County Independent School District (ECISD)**. Either entity may be hereinafter referred to as the "Party" or "Parties".

**RECITALS:**

**WHEREAS**, The Centers for Disease Control and Prevention has established the Cities Readiness Initiative (CRI) program to assist certain Metropolitan Statistical Areas (MSA) in the event of a catastrophic biological incident; and

**WHEREAS**, The CDC, through the Texas Department of State Health Services (DSHS), will provide the Strategic National Stockpile (SNS), which includes medications and medical supplies to the Ector County Health Department for Ector County, Texas and

**WHEREAS**, The Ector County Health Department approves the transfer of a pre-determined quantity of the aforementioned medication(s) to ECISD and

**WHEREAS**, The ECHD wishes to collaborate with ECISD to enhance its ability to respond to a catastrophic biological incident or other communicable threat of epidemic proportion

**TERMS:**

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

**The Provider (ECISD) Agrees:**

- A. To request medications according to the number of faculty, staff, and students plus five family members (mothers, fathers, grandparents, in-laws, dependent children, and siblings) living in the household of said faculty, staff, and students.
- B. To assume responsibility of dispensing medications (mass prophylaxis) to those individuals identified above by ECISD's trained staff at a site chosen by ECISD and with no liability assumed by the Ector County Health Department.
- C. To utilize pharmaceuticals in accordance with the policies and procedures outlined in the Ector County Health Department Public Health Emergency Response Plan and the Provider's own Mass Prophylaxis Dispensing Plan (on file with the Ector County Health Department).

- D. To dispense medications per established medical protocols/algorithms (provided by the Ector County Health Department at the time of the event) under the supervision of licensed medical personnel.
- E. To provide any updates of ECISD's Mass Prophylaxis Dispensing Plan to the Ector County Health Department.
- F. To provide training and education to all Provider's Faculty/Staff that will be utilized in Mass Prophylaxis Dispensing Operations in regards to specifics of the Mass Prophylaxis Dispensing Plan provided by the Provider.
- G. To identify faculty, staff, and students by jurisdiction of residence and provide that information to the Ector County Health Department.
- H. To administer medications at no monetary charge if medications are provided through this agreement by the Ector County Health Department.
- I. To participate in any Ector County Health Department sponsored dispensing training/education opportunities.
- J. To provide emergency point of contact information to ensure timely notification to ECISD in the event of a public health emergency.
- K. To dispense medications and/or supplies in accordance with the guidance provided by the Ector County Health Department.
- L. To maintain accurate records (inventory) of medications dispensed and then provide those to the Ector County Health Department.
- M. To secure any unused medications until a time that the Ector County Health Department can make arrangements for retrieval.
- N. To compile and file an after-action report with the Ector County Health Department, identifying shortfalls and accomplishments of the operation.

**The Ector County Health Department Agrees:**

- A. To provide Mass Prophylaxis Dispensing specific training/education opportunities to identified staff of ECISD.
- B. To provide pre-event planning and technical assistance, including but not limited to supply lists, POD layouts, fact sheets, dispensing algorithms, etc.
- C. To conditionally ensure delivery/availability of the appropriate amount of medications in a reasonable, timely manner.
- D. To provide coordination as outlined in the Ector County Health Department Emergency Plan to the best of their ability.
- E. To provide ECISD with proper standing orders and medical protocols regarding dispensing activities including but not limited to dosing, follow-up procedures, and releasable information regarding the public health situation.

- F. To provide ECISD with consultation and assistance as needed and be available for the given public health emergency.
- G. To make arrangements to collect any unused medication as well as copies of all medical documentation.
- H. To provide after-action consultation to ECISD.

**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. This memorandum will not supersede any laws, rules, or policies of either party.
- C. This memorandum can be amended by mutual agreement of both parties at any time.
- D. This memorandum will remain in effect until termination by either party with a written 90 days' notice.
- E. This memorandum will go into effect only at the request and direction of the Ector County Health Department.
- F. ECISD would be considered a "CLOSED POD" in that it would not dispense medications to the "general public" but to identified faculty, staff, students, and aforementioned family members outlined in ECISD's Mass Prophylaxis Dispensing Plan and the Ector County Health Department's Emergency Plan.
- G. ECISD will follow the dispensing directives of the Ector County Health Department during mass dispensing operations.
- H. It is understood that ECISD's participation is completely voluntary and may not be available/utilized at the time of the event. If so, ECISD would not be considered a CLOSED POD and their faculty, staff, students, and identified family members would be required to attend a public OPEN POD operated by a team trained by the Ector County Health Department and not receive preferential treatment.

**Ector County Health Department  
(ECHD)**

**Ector County Independent School District  
(ECISD)**

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Printed Name and Title

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Printed Name and Title

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