

STATE OF TEXAS           §  
  §  
COUNTY OF FORT BEND   §

**AMENDMENT TO AGREEMENT RELATING TO CMOC SERVICES**

THIS AMENDMENT is entered into by and between Fort Bend County, (hereinafter "County"), a body corporate and politic under the laws of the State of Texas, and the Southeast Texas Regional Advisory Council (SETRAC) and their Catastrophic Medical Operations Center (CMOC), (hereinafter "SETRAC"), a 501(c)(3) non-profit, tax exempt organization organized under the Texas Department of Health as instructed by the 1989 Omnibus Rural Health Care Rescue Act.

THAT, WHEREAS, the parties have executed and accepted that certain Agreement related to services by CMOC for planning and coordination, (hereinafter the "Agreement"), on or about January 23, 2007, attached hereto as Exhibit "A" and incorporated by reference; and

WHEREAS the primary function of SETRAC is to provide stakeholder support to prepare the Southeast county region for man-made or natural emergencies, disasters and mass casualty events, and to establish standards of care and protocols for consideration and or adoption by area hospitals, EMS agencies, and other providers; and

WHEREAS SETRAC is the administrator of federal and state grant money for its stakeholders; and

WHEREAS, the following changes are incorporated as if a part of the original Agreement incorporated by reference in the same as if fully set forth verbatim herein:

**NOW, THEREFORE**, the parties do mutually agree as follows:

1. The entity known as Trauma Service Area-Q Regional Hospital Preparedness Council Catastrophic Medical Operations Center ("CMOC") shall now be known as the Southeast Texas Regional Advisory Council (SETRAC) and their Catastrophic Medical Operations Center ("SETRAC").
2. Section I.B.1. shall now reflect that the CMOC location is changed to 5320 North Shepherd Drive, Houston, Texas 77091.
3. Section I.B.7. is added and reads:

"Each situation requiring CMOC activation is different and needs will be evaluated in conjunction with the requesting agency/jurisdiction and the CMOC Operations Chief on call. CMOC follows the State of Texas Mutual Aid and is a signatory to the HGAC Regional MOA plan in that the first 12 hours of activation are considered mutual aid.

Any continuous time thereafter is billable to the requesting jurisdiction in accordance with Texas Government Code 418.118; 418.1181."

4. Section I.C.2. is amended to reflect updated County contacts as listed in Attachment A to this Amendment.
5. Under Section I.C.3. "Regional Hospital Preparedness Coalition meetings" is now known as "Regional Healthcare Preparedness Coalition meetings".
6. Section C.7. is deleted.
7. Under Section II. "Term of the Agreement" is amended to read "The term of this Agreement is for two years from the date this Agreement is executed by both the Fort Bend County Judge and the SETRAC unless sooner terminated by written agreement of the SETRAC and the County Judge. This Agreement shall automatically renew for successive two-year terms unless terminated. Either Party may cancel the Agreement by giving thirty days notice to the other Party."
8. Under Section III, Notice if to SETRAC, shall be sent to:  
Southeast Texas Regional Advisory Council  
Director of Preparedness and Operations  
1111 Loop W Suite 160  
Houston, Texas 77008
9. Section VII. Governing Law and Venue is amended to read:  
  
"The laws of the State of Texas govern all disputes arising out of or relating to this Agreement. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas, for all legal actions or proceedings arising out of or relating to this Agreement and waive the right to sue or be sued elsewhere. Nothing in the Agreement shall be construed to waive the County's sovereign immunity."
10. **Non-appropriation.** It is specifically understood and agreed that no funds have been appropriated by Fort Bend County under this Agreement.
11. **Confidential Information.** Contractor expressly acknowledges that County is subject to the Texas Public Information Act, TEX. GOV'T CODE ANN. §§ 552.001 *et seq.*, as amended, and notwithstanding any provision in the Agreement to the contrary, County will make any information related to the Agreement, or otherwise, available to third parties in accordance with the Texas Public Information Act. Any proprietary or confidential information marked as such provided to County by Contractor shall not be disclosed to any third party, except as directed by the Texas Attorney General in response to a request for such under the Texas Public Information Act, which provides for notice to the owner of such marked information and the opportunity for the owner of such information to notify the Attorney General of the reasons why such information

should not be disclosed. The terms and conditions of the Agreement are not proprietary or confidential information.

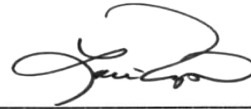
Except as provided herein, all terms and conditions of the Agreement shall remain unchanged.

FORT BEND COUNTY

SETRAC

\_\_\_\_\_  
Robert E. Hebert, County Judge

\_\_\_\_\_  
Authorized Agent- Signature



\_\_\_\_\_  
Date

Lori Upton  
Authorized Agent- Printed Name

Director, Regional Preparedness and Operations  
Title


12/30/2015  
Date

ATTEST:

\_\_\_\_\_  
Laura Richard, County Clerk

\_\_\_\_\_  
Date

REVIEWED BY:

  
\_\_\_\_\_  
Mary desVignes Kendrick, M.D., MPH  
Director, Health and Human Services

**AUDITOR'S CERTIFICATE**

I hereby certify that funds in the amount of \$\_\_\_\_\_ are available to pay the obligation of Fort Bend County within the foregoing Agreement.

\_\_\_\_\_  
Robert Ed Sturdivant, County Auditor

**EXHIBIT A  
FORT BEND COUNTY SETRAC CONTACTS**

**1) Name: David Olinger  
Title: HHS Preparedness Coordinator  
Off: (281) 238-3515  
Cell: (832) 473-2338**

**2) Name: Kaye Reynolds  
Title: HHS Deputy Director  
Off: (281) 238--3519  
Cell: (832) 473-3061**

**3) Name: Jeff Braun  
Title: Emergency Management Coordinator  
Off: (281) 238-3440  
Cell: (832) 473-1068**

**AGREEMENT****THE STATE OF TEXAS****COUNTY OF FORT BEND**

**THIS AGREEMENT is made and entered into by and between Fort Bend County, Texas ("County"), acting by and through its governing body, and the Trauma Service Area - Q Regional Hospital Preparedness Council Catastrophic Medical Operations Center ("CMOC").**

**RECITALS:**

**As part of Fort Bend County's disaster emergency planning and preparation, Fort Bend County desires to coordinate with the CMOC during a disaster drill, actual disaster or other public health emergency. Pursuant to this agreement, County will appoint a point person to serve in the capacity of a contact to the CMOC in the event of a disaster, whether natural or man-made. This agreement is a voluntary undertaking by Fort Bend County.**

**The CMOC is a coordination, communication, and information center allowing for immediate determination of available resources at the time of a disaster or other public health emergency, and the CMOC agrees to provide the framework for Fort Bend County to participate and coordinate with the CMOC during a disaster or public health emergency.**

**NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Fort Bend County and the Catastrophic Medical Operations Center agree as follows:**

**TERMS:****I. SCOPE OF SERVICE**

**A. CMOC acknowledges its intent to provide the means for healthcare facilities/agencies to coordinate among themselves, as a unit within the National Incident Management System ("NIMS") structure, to integrate and partner with the Incident Commander, City/County Emergency Operations Centers ("EOCs"), local and state departments of health, and other appropriate agencies in the event of a disaster or other public health emergency.**

**B. CMOC shall:**

- 1. Designate the CMOC location as 5329 North Shepherd Drive, Houston, Texas 77091.**

2. Provide Fort Bend County with a copy of the CMOC operation plan.
3. Provide an assigned contact to partner with and work with the CMOC, to assist with coordination activities of the County.
4. Upon declaration of a disaster or public health emergency by the federal government, the Texas Commissioner of Health, the Texas Governor, the Fort Bend County Judge, or upon request of a local Health Authority, or local Emergency Management authority, the CMOC shall be activated and address the provisions of medical personnel, pharmaceuticals, supplies and equipment, to an impacted facility, provide assistance with emergency evacuation from an impacted facility, or provide oversight to identify proper patient placement based on patient needs and the receiving facilities capability and capacity. CMOC will plan for and disseminate information related to aspects of the disaster/emergency to the County and City EOC and Health Authority as appropriate.
5. Maintain documentation as appropriate through a web-based operations center, or other redundant systems as necessary.
6. Participate in preparedness meetings, called by Fort Bend County, which relate to public health emergencies and where the input of the CMOC would be appropriately needed (e.g. FBC Hospital Planning Group, FBC Coordination Council).
7. Provide to Fort Bend County and update as necessary the patient/individual tracking system and components.

**C. County shall:**

1. Appoint a contact person to answer questions that CMOC may have relating to this agreement.
2. County will maintain a line of successive contacts to coordinate with CMOC in the event the primary contact person is unavailable (attached).
3. County will participate with the regional planning efforts of CMOC by attending either the Regional Hospital Preparedness Council meetings or their respective "Corridor" meetings, participate in at least one RHPC/CMOC drill per year, and maintain established communication links.
4. Communicate via the web-based emergency communication system information regarding preparedness, planning, response, and/or recovery efforts related to the disaster between the CMOC and the County/City Office of Emergency Management.
5. Participate in any necessary demobilization procedures and post-event debriefings.

6. Work with representatives for hospitals, public health, offices of emergency management, emergency medical services and others as needed, during the implementation or operations of the patient/individual tracking system provided.
7. Establish and maintain internal control systems and an inventory system to ensure appropriate documentation of the patient/individual tracking system and components or other HRSA funded purchases to include at a minimum: a description of the equipment or supplies, serial number(s) is applicable, purchase date, purchase cost, location where the equipment or supplies will be used and/or housed, and the date of disposal. This function will be carried out by FBCHHS.

Patient/Individual Tracking System Location:  
Medic 1 - 4336 Hwy 36 Rosenberg, TX 77471

Primary Contact: David Olinger

Phone Number: (281) 238-3515

Cell Phone Number: (832) 473-2338

E-Mail: olingdav@co.fort-bend.tx.us

## II. TERMS OF THE AGREEMENT

The term of this Agreement is for one year from the date this Agreement is executed by both the Fort Bend County Judge and the CMOC unless sooner terminated by written agreement of the CMOC and the County Judge. This Agreement shall automatically renew for successive one-year terms unless terminated. Either Party may cancel the Agreement by giving thirty days notice to the other Party.

## III. NOTICE

Any notice permitted or required to be given to the CMOC by County may be given by personal delivery, or certified mail, return receipt requested, postage pre-paid, addressed to:

Chair - Regional Hospital Preparedness Council  
2260 West Holcombe  
Suite 221  
Houston, Texas 77030

Any notice permitted or required to be given to County by CMOC may be given by personal delivery, or certified mail, return receipt requested, postage pre-paid, addressed to:

Fort Bend County  
301 Jackson Street  
Richmond, Texas 77469  
Attention: County Judge Robert Hebert

With a copy to:

Fort Bend County Office of Emergency Management  
307 Fort Street  
Richmond, Texas 77469  
Attention: Jeff Braun

Fort Bend County Health and Human Services  
4520 Reading Road, Ste A  
Rosenberg, Texas 77471  
Attention: David Olinger

Either Party may change its address by giving notice to the other Party in writing. Any notice mailed by certified United States mail, return-receipt requested, shall be deemed given upon deposit in the United States mail.

#### **IV. LIMITATIONS**

Prior to execution of this Agreement, Fort Bend County has advised the CMOC and the CMOC clearly understands and agrees, such being of the absolute essence of this Agreement, that Fort Bend County has certified no funds under this Agreement and CMOC shall have no cause of action whatsoever for money against Fort Bend County arising out of or in relation to this Agreement.

#### **V. INDEPENDENT CONTRACTOR**

The relationship of the CMOC to County is that of an independent contractor and that nothing contained in this Agreement shall be construed to place County and CMOC in the relationship of principal and agent, master and servant, partners, or joint venturers.

#### **VI. ENTIRE AGREEMENT**

This instrument constitutes the entire Agreement between the Parties relating to rights granted and obligations assumed. Any oral representations or modifications

concerning the Agreement are of no force or effect except a subsequent written amendment signed by the Parties.

#### **VII. GOVERNING LAW AND VENUE**

This Agreement is governed in all respects by the laws and Constitution of the State of Texas.

#### **VIII. DISCLOSURE OF EMAIL ADDRESSES**

The CMOC affirmatively consents to the disclosure of its e-mail addresses that are provided to County. This consent is intended to comply with the Public Information Act, Section 552.137 of the Government Code and shall survive the termination of this Agreement. This consent shall apply to e-mail addresses provided by CMOC and agents acting on behalf of CMOC and shall apply to any e-mail address provided in any form for any reason related to this Agreement.

**CMOC Coordination Contacts**

**1) David Olinger  
PHP Coordinator  
Off: (281) 238-3515  
Cell: (832) 473-2338  
Pgr: (281) 434-9458**

**2) Kaye Reynolds  
Deputy Director  
Off: (281) 238-3519  
Cell: (832) 473-3061  
Pgr: (281) 434-6494**


**3) Nancy Drake, RN  
Nursing Director  
Off: (281) 238-3548  
Cell: (832) 473-2435**

**4) Daniel Kosler CP  
EMS Director  
Off: (281) 633-7077  
Cell: (832) 473-2297**

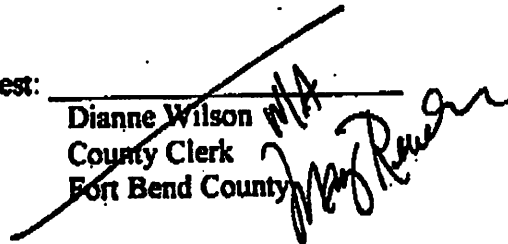
IN WITNESS WHEREOF, this instrument has been executed on behalf of Fort Bend County by a duly authorized representative of Fort Bend County, and on behalf of the Trauma Service Area-Q Regional Hospital Preparedness Council Catastrophic Medical Operations Center by a duly authorized representative of the Trauma Service Area-Q Regional Hospital Preparedness Council Catastrophic Medical Operations Center. This Agreement shall be of no force or effect until signed by the presiding elected County Judge.

Fort Bend County, Texas

APPROVED:

By:   
Robert Hebert  
County Judge  
Fort Bend County


Date: 1-23-07

Attest:   
Dianne Wilson  
County Clerk  
Fort Bend County

Date: \_\_\_\_\_

By:   
Jean N. Galloway, M.D.  
Director  
Fort Bend County HHS

Date: 1/10/07

By:   
Lori Upton  
Chair  
Regional Hospital Preparedness Council  
Trauma Service Area - Q

Date: 1/5/07