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**MEMORANDUM OF UNDERSTANDING  
BETWEEN FORT BEND AND FLUOR ENTERPRISES INC.**

This Memorandum of Understanding (MOU) is entered into by and between FORT BEND COUNTY, through Fort Bend Health and Human Services, (hereinafter referred to as FBCHHS) and **FLUOR ENTERPRISES INC.** (hereinafter referred to as DISPENSING ENTITY), to dispense medications in the event of a county wide mass prophylaxis operation.

**RECITALS**

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

**WHEREAS**, the CDC, through the Texas Department of State Health Services, will provide the Strategic National Stockpile (SNS), which includes medications and medical supplies, to FBCHHS;

**WHEREAS**, the FBCHHS approves the transfer of a pre-determined quantity of the aforementioned medication to DISPENSING ENTITY;

**WHEREAS**, the FBCHHS wishes to collaborate with DISPENSING ENTITY to enhance its ability to respond to a catastrophic biological incident or other communicable threat of epidemic proportion;

**WHEREAS**, DISPENSING ENTITY wishes to participate as a Closed Point of Dispensing; and

**WHEREAS**, County finds this Memorandum of Understanding serves a public purpose.

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

**I. PURPOSE**

This MOU delineates responsibility of the FBCHHS and DISPENSING ENTITY for activities related to the prophylaxis of DISPENSING ENTITY'S personnel under the Cities Readiness Initiative in the event of a catastrophic biological incident or other communicable threat of epidemic proportion.

**II. SCOPE**

- A. The provisions of this MOU apply to activities to be performed at the request of the FBCHHS in conjunction with the implementation of the Cities Readiness Initiative Response Plan, an appendix to Annex H of the County Emergency Plan.
- B. No provision in this MOU limits the activities of the FBCHHS in performing local and state functions.

### **III. DEFINITIONS**

- A. Cities Readiness Initiative (CRI). A CDC program providing direct assistance to specific densely populated areas (known as Metropolitan Statistical Areas) to build the response capacity needed to prophylaxis 100 percent of their populations within a 48-hour period in the event of a catastrophic public health emergency.
- B. Prophylaxis. Measures designed to prevent the occurrence of disease or its dissemination. For the purposes of this MOU it shall refer to the distribution of oral medications.
- C. Strategic National Stockpile (SNS). A national repository of antibiotics, chemical antidotes, antitoxins, life support medications and medical supplies, managed by the CDC, that can be delivered anywhere in the United States within 12 hours of the decision to deploy.

### **IV. FORT BEND COUNTY HEALTH & HUMAN SERVICES SHALL:**

- A. Give DISPENSING ENTITY as much advance notice as is feasible of the decision to deploy the SNS.
- B. Request that DISPENSING ENTITY provide a definitive number of the individuals registered with their facility, at the time of request of the SNS.
- C. Receive a portion of the SNS shipment at a pre-designated LSA location.
- D. Provide DISPENSING ENTITY with patient registration forms and informational material to be used in the event of a catastrophic public health emergency requiring mass prophylaxis.
- E. Provide a signed copy of Standing Delegation Orders from the Local Health Authority authorizing DISPENSING ENTITY to dispense SNS medication.
- F. Provide the necessary training, if requested, for DISPENSING ENTITY staff to carry out dispensing operations.

### **V. DISPENSING ENTITY SHALL:**

- A. Determine the number of individuals to be served and provide that information to FBCHHS upon notification SNS assets has been deployed.
- B. Receive its allotment of medication via direct delivery from the State Receiving, Storing, and Staging facility.
- C. Register its personnel prior to the dispensing of medication and distributing educational information using forms and other materials provided by the FBCHHS.
- D. The prophylaxis of personnel using the medication provided by the FBCHHS.
- E. Return any unused medications and completed registration forms to a location designated by the FBCHHS.
- F. Contact the FBCHHS if any additional forms and/or medications are required.
- G. Provide and update the information provided to FBCHHS to ensure direct delivery of medications from the State and as outlined on page 5 of this Memorandum.
- H. Devise a process to dispense the medication to personnel to include identifying leaders to coordinate the effort.

## VI. CONDITIONS, AMENDMENTS, AND TERMINATION

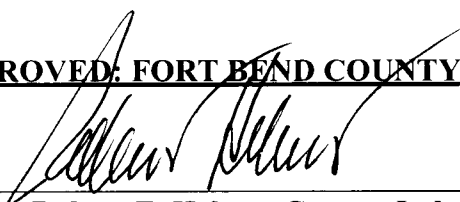
- A. This MOU becomes effective on the date of signature by Fort Bend County and will remain in effect for five (5) years unless sooner terminated.
- B. SNS are supplied without charge to dispensing entity and shall be supplied to patients without charge.
- C. In performance of this MOU, it is agreed between the parties that Dispensing Entity is an independent contractor and not an employee, agent or representative of Fort Bend County.
- D. Any provision of this MOU later found to be in conflict with federal law or regulation, or invalidated by a court of competent jurisdiction, shall be considered inoperable and/or superseded by that law or regulation. Any provision found inoperable is severable from this MOU, and the remainder of the MOU shall remain in full force and effect.
- E. This MOU may be modified or amended only with the written agreement of each of the parties.
- F. This MOU may be terminated by either party without cause upon no less than thirty (30) calendar days written notice, unless a lesser time is mutually agreed upon in writing by both parties. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery.
- G. This MOU contains all the terms and conditions agreed upon by the parties. There are no provisions, terms, conditions, or obligations other than those contained herein.
- H. This MOU shall be considered the full and complete MOU between the undersigned parties, and shall supersede any prior MOU between the parties, written or oral, except for any executory obligations that have not been fulfilled.

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*{execution page follows}*

IN WITNESS WHEREOF, the parties have executed this MOU effective upon the Effective Date set forth above.

**APPROVED: FORT BEND COUNTY**

BY:   
Robert E. Hebert, County Judge

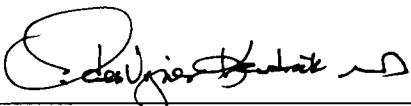
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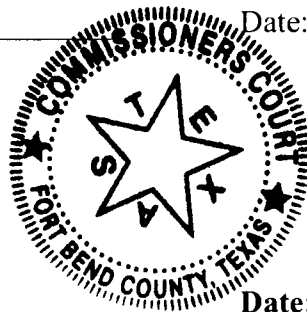
Attest:

  
Laura Richard, County Clerk

Date: 2-24-2015

Reviewed:

  
Mary desVignes Kendrick, M.D., MPH  
Director, Health & Human Services



Date: 02/10/2015

**APPROVED: FLUOR ENTERPRISES, INC.**

  
Signature

Date: FEBRUARY 4, 2015

DIRECTOR FACILITY HSE & SECURITY  
Printed Name and Title



**FBCHHS CONTACT INFORMATION:**

Mary desVignes-Kendrick , M.D., MPH  
Director , Health & Human Services  
4520 Reading Rd. Ste. A  
Rosenberg, TX 77471  
Office: 281-238-3519  
Blackberry: 832-473-3061  
Pager: 281-434-6494  
[md.kendrick@fortbendcountytexas.gov](mailto:md.kendrick@fortbendcountytexas.gov)

David Olinger  
Public Health Preparedness Coordinator  
4520 Reading Rd. Ste. A  
Rosenberg, TX 77471  
Office: 281-238-3515  
Blackberry: 832-473-2338  
Pager: 281-434.9458  
[david.olinger@co.fort-bend.tx.us](mailto:david.olinger@co.fort-bend.tx.us)

Jason Goetzman  
Emergency Planning Coordinator  
4520 Reading Rd. Ste. A  
Rosenberg, TX 77471  
Office: 281-238-3321  
Cell: 281-850-5404  
[jason.goetzman@fortbendcountytexas.gov](mailto:jason.goetzman@fortbendcountytexas.gov)

**DISPENSING ENTITY CONTACT INFORMATION:****Name:** Shayne CarterTitle: Director Facility HSE & SecurityPhone #1: 713-854-9173Phone #2: 281-263-3426

Phone #3: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: shayne.carter@fluor.com**Name:** Mike WheelerTitle: O&M Site ManagerPhone #1: 281-709-5465Phone #2: 281-460-2004

Phone #3: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: mike.wheeler@fluor.com**Name:** Rick ConleyTitle: Director Facility ManagementPhone #1: 281-684-5773Phone #2: 281-263-5352Phone #3: 281-980-4624

Fax: \_\_\_\_\_

Email: Richard.conley@fluor.com**Name:** \_\_\_\_\_

Title: \_\_\_\_\_

Phone #1: \_\_\_\_\_

Phone #2: \_\_\_\_\_

Phone #3: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_