

**MEMORANDUM OF UNDERSTANDING
BETWEEN FORT BEND AND CINCO RANCH ALZHEIMER'S SPECIAL CARE
CENTER**

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 CINCO RANCH ALZHEIMER'S SPECIAL CARE CENTER (hereinafter referred to as DISPENSING ENTITY), to dispense medications to homebound patients 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.
- D. Closed POD. A closed point dispensing location where prophylactic medicines from the SNS can be effectively dispensed to large entities for distribution within their own facility to clients, employees, and immediate family members of employees. The use of Closed PODs will significantly alleviate the demand placed on the County's open dispensing of SNS assets.

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. Designate a primary, secondary and tertiary emergency contact person for the POD to FBCHHS. The DISPENSING ENTITY shall provide FBCHHS with updated emergency point of contact information whenever personnel changes occur.
- C. Designate Entity staff to collect SNS assets from a location to be determined by the FBCHHS during a Public Health Emergency. The DISPENSING ENTITY staff member must present government-issued photo identification to FBCHHS staff and have appropriate transportation for collecting the prophylactic medicines. Approved DISPENSING ENTITY Staff will then receive its allotment of medication via direct delivery from the State Receiving, Storing, and Staging facility.
- D. Register its personnel prior to the dispensing of medication and distributing educational information using forms and other materials 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 location information provided to FBCHHS to ensure direct delivery of medications from the State when viable and as outlined in Exhibit A of this Memorandum.
- H. Devise a process to dispense the medication to personnel to include identifying leaders to coordinate the effort.
- I. Maintain and exercise reasonable care in the conduct of its activities, and adhere to all FBCHHS guidance for the dispensing of prophylactic medicines.
- J. The subject matter of this agreement is sensitive and confidential. DISPENSING ENTITY shall not disclose this agreement unless as required by law. This agreement is maintained by or for a governmental entity for the purpose of responding to an act of terrorism and relates to a tactical plan of government providers and thus should be confidential under Government Code §418.176(a)(2).
- K. DISPENSING ENTITY shall maintain the confidentiality of all Entity Recipients and Entity Recipient information as required by the Health Insurance Portability and Accountability Act (HIPAA) and any applicable state law.

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. FBCHHS does not own or possess a sufficient stockpile of prophylactic medicines or vaccines and serves as the distribution vehicle for the SNS. Should there be a shortage of prophylactic medicines offered to FBCHHS, the resulting allocation may suspend the enforcement of this agreement. Allocation decisions are made in collaboration with federal and state officials and FBCHHS is not the final arbiter of what quantity FBCHHS will receive from the Centers for Disease Control's Strategic National Stockpile.
- E. In accordance with the Federal Public Readiness and Emergency Preparedness Act (PREP Act), and all applicable state laws, including without limitation, the Texas Tort Claims Act, Texas Health and Safety Code Section 81.007, Texas Civil Practice and Remedies Code Sections 74.151 and 74.152, Texas Civil Practice and Remedies Code Chapters 104 and 108, Fort Bend County, FBCHHS and its officials and employees shall be immune from suit and liability under Federal and State law with respect to all claims for loss caused by, arising out of, relating to, or resulting from the administration to or the use by an individual of a covered countermeasure if a declaration has been issued pursuant to the PREP Act, or by the Governor under the Texas Disaster Act or under Texas Government Code Chapter 433, or with respect to such countermeasure. FBCHHS shall be protected from civil liability for any actions taken within the scope of CLOSED POD activities or to otherwise implement the Closed Point of Dispensing Plan.
- F. 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.
- G. This MOU may be modified or amended only with the written agreement of each of the parties.
 - H. 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.
 - I. Each party giving any notice or making any request, demand, or other communication (each, a "Notice") pursuant to this Agreement shall do so in writing and shall use one of the following methods of delivery, each of which, for purposes of this Agreement, is a writing: personal delivery, registered or certified mail (in each case, return receipt requested and postage prepaid), or nationally recognized overnight courier (with all fees prepaid).
 - J. Each party giving a Notice shall address the Notice to the receiving party at the address listed in Exhibit A.
 - K. 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.
 - L. 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.

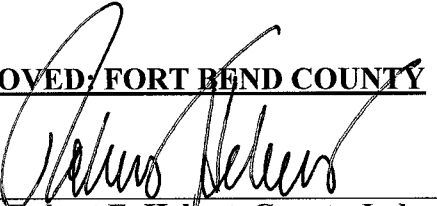
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{execution page follows}

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

APPROVED: FORT BEND COUNTY

BY: _____


Robert E. Helbert, County Judge

Date: _____

July 28, 2015

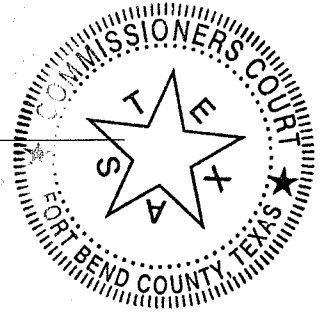
Attest: _____



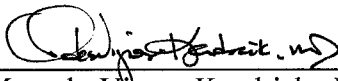
Laura Richard, County Clerk

Date: _____

7-28-15



Reviewed: _____



Mary des Vignes-Kendrick, M.D., MPH
Director, Health & Human Services

Date: _____

07/06/2015

APPROVED: CINCO RANCH ALZHEIMER'S SPECIAL CARE CENTER

Signature

Ben Tragethon, Administrator

Printed Name and Title

Date: _____

7/1/15

EXHIBIT A

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

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

Kalyn Jannace, MPH
Emergency Planning Coordinator
4520 Reading Rd. Ste. A
Rosenberg, TX 77471
Office: 281-238-3321
Cell: 281-850-5404
kayln.jannace@fortbendcountytexas.gov

DISPENSING ENTITY CONTACT INFORMATION:

Name: Ben Tragethon

Name: Lisa Scott

Title: Administrator

Title: Health Services Director

Phone #1: 281-599-3334

Phone #1: 281-599-3334

Phone #2: 281-638-1772

Phone #2: 281-202-7006

Phone #3: _____

Phone #3: _____

Fax: 281-599-0479

Fax: 281-599-0479

Email: ben.tragethon@jeaseniorliving.com

Email: lisa.scott@jeaseniorliving.com

Name: _____

Name: _____

Title: _____

Title: _____

Phone #1: _____

Phone #1: _____

Phone #2: _____

Phone #2: _____

Phone #3: _____

Phone #3: _____

Fax: _____

Fax: _____

Email: _____

Email: _____