

MEMORANDUM OF UNDERSTANDING BETWEEN
DALLAS COUNTY, TEXAS ON BEHALF OF THE
DALLAS COUNTY DEPARTMENT OF HEALTH & HUMAN SERVICES
PUBLIC HEALTH PREPAREDNESS DIVISION
AND

THIS MEMORANDUM OF UNDERSTANDING (MOU) MADE the ____ day of _____, 2016 by and between Dallas County, Texas, (hereinafter County), a governmental entity, on behalf of the Dallas County Department of Health & Human Services, (hereinafter DCHHS) and _____ (hereinafter Facility), with respect to the selection of the Facility to serve as a Closed Point of Dispensing (hereinafter POD) and provide prophylactic medicines to Specific and Pre-Approved Facility Staff, who are, in turn, dispensing that medication to their respective staff and other facility recipients affected by a disaster or public health emergency.

A. DEFINITIONS

Public Health Emergency, for this purpose, means an occurrence or condition which results in an actual or imminent threat of harm to public health and safety due to Bioterrorism or terrorism events, outbreaks or release of dangerously contagious or infectious disease, that possess substantial probability of death, long-term disability, or future harm in the affected population.

Facility Recipient, for this purpose means any individual who works for the Facility, the family members of those who work for the facility, and other specified contractors working at the Facility.

Specific and Pre-Approved Facility Staff, for this purpose, means any individual, in the services of the Facility, who is pre-designated and pre-approved to dispense prophylactic medicines.

Strategic National Stockpile, for this purpose, has large quantities of medicine and medical supplies to protect the American public if there is a public health emergency (terrorist attack, flu outbreak, etc.) severe enough to cause local supplies to run out. Once Federal and local authorities agree that the SNS is needed, medicines will be delivered to any state in the U.S. within 12 hours. Each state has plans to receive and distribute Strategic National Stockpile medicine and medical supplies to local communities as quickly as possible.

B. NOTICE TO PROVIDE PROPHYLACTIC MEDICINES

DCHHS will, to the extent feasible, provide the designated Facility liaison with prophylactic medicines along with the appropriate Medicine Information Forms, Fact Sheets, and Screening / Consent Forms for the Facility to use pursuant to this MOU.

Prior to the Department offering the prophylactic medicines, representatives of both parties will communicate and confirm the exact number of Facility clients who will receive prophylactic medicines.

C. DUTIES AND RESPONSIBILITIES

The Facility will designate a primary and secondary contact person for the POD to DCHHS.

The Facility agrees that it will permit, to the extent of its abilities and upon request of DCHHS, its Specific and Pre-Approved Facility Staff to dispense medications obtained from DCHHS during a declared public health emergency. Those medications will only be dispensed to Facility Recipients.

The Facility agrees that it shall maintain and exercise reasonable care in the conduct of its activities and further agrees to adhere to all DCHHS guidance for the dispensing of prophylactic medicines, up to and including following the standing orders of the Dallas County Health Authority.

The Facility agrees that it shall maintain written documentation for each Facility Recipient who receives prophylactic medicines.

It is expressly agreed and understood that the Facility will not provide personnel to assist DCHHS at other PODs or public distribution sites.

DCHHS will to the extent feasible, provide any medications, supplies, and equipment needed by the Facility to successfully dispense the prophylactic medicines, including signage templates or other unique materials that would be used at a POD.

DCHHS will provide training for Facility personnel, if requested and/or available, about POD management and operations.

DCHHS will **ONLY** offer the prophylactic medicines **IF**:

- 1) Specific and Pre-Approved Facility staff are available to dispense those prophylactic medicines,
- 2) The Facility has the means to send a Facility liaison to come and collect the prophylactic medicines from a location to be determined during the Public Health Emergency or delivery directly to the Facility is deemed feasible,
- 3) DCHHS has the prophylactic medicines available to offer to the Facility. DCHHS does not own or possess a sufficient stockpile of prophylactic medicines or vaccines and serves as the distribution vehicle for the Strategic National Stockpile. Should there be a shortage of prophylactic medicines offered to DCHHS, the resulting allocation may suspend the enforcement of the memorandum of understanding. Allocation decisions are made in collaboration with federal and state officials and DCHHS is not the final arbiter of what quantity Dallas County will receive from the Centers for Disease Control's Strategic National Stockpile.

D. TERMINATION AND AMENDMENTS

Either party may terminate this MOU with sixty (60) days advance written notice to the other party. This document represents the entire MOU between the parties. Any amendments shall be in writing and agreed upon by both parties. This MOU shall remain in effect until terminated by one or both parties with contact information being updated by both parties annually.

E. RESPONSIBILITY/INDEMNIFICATION

Except as otherwise provided in this MOU, each party, including its respective elected officers, agents and employees, agrees to be responsible for its own negligent acts or omissions, or other

tortious conduct in the course of performance of this MOU without waiving any sovereign immunity, governmental immunity or other defenses available to the parties under federal or Texas law. Nothing in this paragraph shall be construed to create or grant any rights, contractual or otherwise, in or to any third persons or entities. All parties agree that any such liability or damages occurring during the performance of this MOU caused by the joint or comparative negligence of the parties, or their employees, agents or officers shall be determined in accordance with comparative responsibility laws of Texas.

F. SOVEREIGN/GOVERNMENTAL IMMUNITY

This MOU is expressly made subject to County's Immunity, including, without limitation, Title 5 of the Texas Civil Practices and Remedies Code, and all applicable federal and State laws. The parties expressly agree that no provision of this MOU is in any way intended to constitute a waiver of any immunities from suit or from liability, or a waiver of any tort limitation that County has by operation of law or otherwise. Nothing in this MOU is intended to benefit any third party beneficiary.

These Indemnity and Immunity provisions shall survive termination, expiration or cancellation of this MOU or any determination that this MOU or any portion hereof is void, voidable, invalid or unenforceable.

G. COMPLIANCE WITH LAWS AND VENUE

In providing services required by this MOU, Facility and County must observe and comply with all licenses, legal certifications, or inspections required for the services, facilities, equipment, or materials, and all applicable federal, State, and local statutes, ordinances, rules, and regulations. Texas law shall govern this MOU and exclusive venue shall lie in Dallas County, Texas.

H. NOTICE AND CORRESPONDENCE

All notices shall be in writing and correspondence shall be addressed as follows:

To DCHHS : Strategic National Stockpile Coordinator
Dallas Health & Human Services
2377 North Stemmons Freeway
Dallas, TX 75207-2710

To the Facility :

I. AGREEMENT/SIGNATURES

We the undersigned agree to the terms and conditions of this Memorandum Of Understanding.

For Facility:

Signature

Date

Name:

Job Title:

Agency:

For COUNTY/DCHHS:

Clay Lewis Jenkins
Dallas County Judge

Date

Recommended by:

Date

Zachary Thompson
DCHHS Director
Dallas County Health & Human Services
APPROVED AS TO FORM*:
CRAIG WATKINS
DALLAS COUNTY DISTRICT ATTORNEY
TERESA GUERRA SNELSON
CHIEF, CIVIL DIVISION

Melanie Barton
Assistant District Attorney

*By law, the District Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval and should seek review and approval by their own respective attorney(s).