

## MEMORANDUM OF UNDERSTANDING

Between

Hays County Local Health Department

And

City of San Marcos

This Memorandum of Understanding (MOU) between the Hays County Local Health Department (HCLHP) and the City of San Marcos (COSM) witness that:

**Whereas**, the Hays County Local Health Department is authorized to enter into agreements with other government entities, the private sector, and private, non-profit entities to ensure an expedient, effective, and coordinated response to any natural or man-made disaster; and

**Whereas**, the Centers for Disease Control and Prevention (CDC) has established the Strategic National Stockpile (SNS) to assist in the event of a catastrophic biological incident or an incident requiring the use of preventive medications; and

**Whereas** in the event of a Public Health Emergency event in the State of Texas, local and regional health and medical infrastructure and associated resources will be quickly committed to providing the necessary treatment and supporting strategies to effectively respond to a potential evolving event or to support the response to an actual event; and

**Whereas** the existing local and regional medical and health infrastructure will also be compromised due to lack of adequate staff equipment, and pharmaceutical support available due to the impacts and demands of the event; and

**Whereas** resources from the state, federal and private sector will be quickly mobilized to augment local and regional medical and health resources and support the effective management and distribution of the Strategic National Stockpile (SNS);

Now therefore, the parties agree as follows:

**A. Definitions:**

- Closed Point of Dispensing (CPOD) – Picks up medications from a Local Distribution Site. May receive a delivery of the medications from the initial delivery site, **IF** such delivery plans have been made by the Local Health Department or Health Service Region.
- Local Distribution Site (LDS) – A local site that receives SNS materials and pharmaceuticals and from which those materials are distributed to first responders and Closed PODS.
- Open Point of Dispensing (OPOD) – Receives medications directly from the State RSS warehouse facility.
- Preventive Medications – supplies needed for a public health emergency including but not limited to oral medications, vaccinations, medical supplies, and medical equipment.
- Push Site – During a public health emergency that requires preventive medications be provided to large numbers of people, a Push Site is a facility within a jurisdiction that is designated to either receive medication or to pick up medication in order to provide such to a group of people who would otherwise have to travel to a point of dispensing (POD) to receive the preventive medication. Push sites must have medical or pharmacy personnel and volunteers capable of providing the preventive medications to the facility population, staff, and others as locally determined.
- Strategic National Stockpile (SNS) – A program managed by the Centers for Disease Control and Prevention (CDC) that stores, maintains, and distributes preventive medicines and supplies throughout the United States in order to provide for public health emergencies brought about by disasters, acts of terrorism, or other incidents.

**B. Emergency Authorization for Non-Medical Personnel to Distribute Emergency Medications under Authority of the Health Authority**

In the event of a Public Health Emergency, Hays County Local Health Department anticipates emergency authorization for non-medical personnel to distribute emergency medications under authority of the Health Authority, pursuant to Section 81.082 and Chapter 121 of the Texas Health and Safety Code.

**C. City of San Marcos:**

- In the event of a public health emergency requiring preventive medications to be provided to large numbers of people within the jurisdiction of the COSM. COSM agrees to accept designation of its facility located at 630 E. Hopkins, San Marcos, TX 78666 as a CPOD location.
- As a CPOD site, COSM agrees to use its facility, personnel and volunteers of COSM to provide preventive medications to the employees, staff, and others of COSM during a public health emergency that requires preventive medications be provided to large numbers of people in Hays

County. Employees, staff, and volunteers of COSM will dispense the preventive medications according to the standing orders and medical protocols provided by HCLHD.

- As a CPOD site, COSM agrees to send designated staff to a pre-determined LDS location that has been agreed to by the HCLHD to pick up preventive medications. COSM agrees to provide HCLHD with names and identifying information to those staff who are designated to pick up the preventive medications. COSM further agrees to provide HCLHD with a primary and secondary contact name for notification of activation of this agreement.
- As a CPOD site, COSM agrees to make arrangements to provide security escorts for their staff if appropriate and available.
- COSM agrees to provide HCLHD with the estimated total number of people (adults and children) who will receive preventive medications at COSM so that an appropriate amount of SNS material may be ordered.
- COSM agrees to be responsible for maintaining the physical security and integrity of the SNS materials received and to comply with the handling instructions provided by HCLHD. COSM agrees to return unopened preventive medications to HCLHD.
- COSM agrees to use forms provided by or acceptable to HCLHD and to submit copies of the completed forms to HCLHD following the public health emergency.
- COSM agrees to develop a detailed plan and/or Standard Operating Guideline for providing preventive medications to its employees, staff, and others during a public health emergency that requires preventive medications be provided to large numbers of people in the City of San Marcos and further agrees to allow the HCLHD to review its plan and/or Standard Operating Guideline.
- COSM agrees to provide facilities for a LDS at a location that is pre-determined and mutually agreed upon prior to the public health emergency.

**D. Hays County Local Health Department:**

- HCLHD agrees to prepare the order of preventive medicines for COSM, based on the apportionment and pre-determined, estimated number of people (children and adults) to receive preventive medication at COSM.
- HCLHD agrees to ship preventive medications for COSM to the LDS where staff of COSM will pick up the materials, based on the apportionment and pre-determined, estimated number of people (children and adults) to receive preventive medication at COSM.
- HCLHD agrees to provide training on mass dispensing/mass vaccination to COSM employees, staff, and volunteers, prior to a public health emergency, if the training is requested.

- HCLHD agrees to provide standing orders and medical protocols regarding dispensing activities to COSM.
- HCLHD agrees to provide appropriate forms to COSM and to accept completed forms from COSM following the public health emergency.
- HCLHD agrees to receive unopened, unused preventive medications from COSM following the public health emergency.
- HCLHD agrees to staff, equip, and operate the LDS at a pre-determined location mutually agreed upon prior to the public health emergency.

**E. It is mutually agreed that:**

- The confidentiality of patients and patient information will be maintained as written and enforced by the Health Insurance Portability and Accountability Act (HIPAA).
- This Memorandum does not supersede any laws, rules, or policies of either party.
- It is understood that COSM's participation is completely voluntary and may not be available/utilized at the time of the event. If so, COSM would not be considered a CPOD and their employees, staff, and others would be required to attend an Open POD operated by HCLHD or other jurisdiction.

**F. Confidentiality:** To the extent allowed by the Texas Public Information Act and other applicable law, the Parties agree that they will not disclose this agreement and that the subject matter of this agreement is sensitive and confidential. This document 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 governmental providers and thus should be confidential under Government Code §418.176(a)(2). The parties will cooperate in seeking a ruling from the Attorney General of Texas if necessary to maintain the confidentiality of information related to this agreement.

**G. Liability:** 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, Hays County, HCLHD, City of San Marcos and their 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 medical 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 activities or to otherwise implement the Closed Point of Dispensing Plan.

**H. Duration of Agreement:** The term of this MOU is five years for the date of the initial agreement. Renewal for additional one year terms shall be automatic unless one party terminates as provided in Section K.

**I. Program Review:** A review will be conducted following a disaster event or within a six month period after the effective date of this agreement. Any mutually agreed upon adjustments to this agreement may be made at that time. At the end of the five years, and if it is mutually desired, this agreement may be negotiated for a longer term. Any changes at the facility that may impact the execution of this agreement will be conveyed to the primary contacts to this agreement, identified below, or their designees, as soon as possible.

**J. Amendments:** This agreement may be amended at any time by signature approval of the parties signatory hereto, or their respective designee.

**K. Termination of Agreement:** Any Party may unilaterally withdraw at any time from this MOU, except as stipulated above, by transmitting a signed statement to that effect to the other Parties. This MOU and the partnership created thereby shall be considered terminated thirty (30) days from the date the non-withdrawing Party actually receives the notice of withdrawal from the withdrawing Party.

**L. Primary Contacts:** The Parties intend that the work under this MOU shall be carried out in the most efficient manner possible. To that end, the Parties intend to designate individuals that will serve as primary and secondary contacts between the Parties. The Parties intend that, to the maximum extent possible and unless otherwise approved by the other Party, all significant communications between the Parties shall be made through the primary contacts or their designees. The designated primary and secondary contacts for each Party are:

Primary Contacts:

Hays County Office of Emergency Management  
Emergency Management Coordinator  
2171 Yarrington Road  
San Marcos, TX 78666  
512-393-7300

City of San Marcos  
Emergency Management Coordinator  
630 E. Hopkins Street  
San Marcos, TX 78666  
512-393-8480

Secondary Contacts:

Hays County Office of Emergency Management	City of San Marcos
Assistant Emergency Management Coordinator	Emergency Operations Manager
2171 Yarrington Road	630 E. Hopkins Street
San Marcos, TX 78666	San Marcos, TX 78666
512-393-7300	512-393-8480

**M. Capacity to Enter into Agreement:** The persons executing this Memorandum of Understanding on behalf of their respective entities hereby represent and warrant that they have the right, power, legal

