

STATE OF TEXAS

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Closed POD Site Agreement

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With Collin County Community  
College District

COLLIN COUNTY

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## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“Agreement”) is entered into between the staff of Collin County Community College District, acting through the Collin County Community College District Board of Trustees (“Collin County Community College District”), and Collin County (“County”), acting through the Collin County Department of Homeland Security/Collin County Health Care Services (“Department”).

This Agreement authorizes Collin County Community College District to conduct mass dispensing operations using a Closed POD model, under the authority of and with consultation from Department.

### I. Background and Purpose

Under a grant from the Centers for Disease Control and Prevention’s Office of Public Health Preparedness and Response (“CDC”), acting through the Texas Department of State Health Services (“DSHS”), the County is required to plan and prepare for a public health emergency in Collin County that may result from natural or man-made causes;

The County will need private or closed organizations to serve as Closed Points of Dispensing (“Closed POD”) in the event of emergency caused by bioterrorism, pandemic influenza, or a novel or highly fatal infectious agent or biological toxin.

Each Closed POD site reduces the strain on public Points of Dispensing (“Public POD”), and allows the Closed POD to serve a smaller subset of County residents during a public health emergency;

Increasing the number of these sites will enable the County to provide medical countermeasures to larger numbers of people in a shorter amount of time;

The Collin County Community College District Closed POD will provide for the dispensing of medical countermeasures to Collin County Community College District employees, students, and family members (“Members”);

Closed POD MOU – Collin County Community College District and Collin County Department of Homeland Security

The County has concluded that Collin County Community College District has the facilities necessary to be a Closed POD site; and

This Agreement serves a public service.

## **II. Public Health Emergency**

This Agreement becomes operational if:

- a. The applicable County or Department authority declares a public health emergency; and,
- b. declares that large scale distribution of medical countermeasures is necessary as a control measure for an outbreak of one or more communicable diseases and/or other treatment associated with a natural or man-made disaster.

The onset of such a public health emergency (“public health emergency” or “emergency”) will be relayed by Department to Collin County Community College District in a timely manner.

## **III. Closed POD Designation**

In the event of a public health emergency, Collin County Community College District agrees to:

- a. provide a Closed POD site location;
- b. staff the site;
- c. dispense the prescribed prophylaxis to its Members using its dispensing staff and according to the Collin County Community College District dispensing plan; and,
- d. Collin County Community College District agrees to make its facilities and personnel available for mass dispensing to its Members as a Closed POD site according to the provisions in this Agreement.

Medical countermeasure assets will come from available supply sources and will be provided at no cost to Collin County Community College District or its Members.

## **IV. Department Obligations**

In planning for, during, and after the conclusion of an emergency, Department will be obligated to:

- a. Provide dispensing site evaluation to determine participation suitability;

- b. Assist Collin County Community College District with preparing its site dispensing plan, including but not limited to supply lists, POD layouts, fact sheets, dispensing algorithms, etc.;
- c. Arrange for medical countermeasures and/or necessary medical supplies or equipment, if available, to the extent necessary to administer the medical countermeasure. Department will not be obligated to provide a complete POD kit or general dispensing supplies to Collin County Community College District; Department will not be obligated to provide transportation of medical countermeasure assets, supplies, or equipment, or security thereof, from Department facilities to Collin County Community College District for dispensing;
- d. Provide reasonable consultation and assistance, including such consultation and assistance as is needed for Collin County Community College District to comply with Closed POD regulations, restrictions, or guidance imposed by DSHS, CDC, County, and other relevant policies;
- e. Make reasonable accommodations to provide Collin County Community College District with information about and/or status updates on a potential, new, or ongoing emergency, including updates and information that would appreciably impact the planning, response efforts, or health and safety of Collin County Community College District;
- f. Make reasonable accommodations to train, or provide for training of, Collin County Community College District dispensing personnel to operate their dispensing site program to the extent Department is capable and able;
- g. Collect any unused medical countermeasures, medical supplies, and/or medical documentation after an emergency has ceased. Transportation for these assets will be provided or arranged for by Department; and,
- h. Provide after-action and improvement consultation, as needed or requested.

#### **V. Collin County Community College District Obligations**

In planning for, during, and after the conclusion of an emergency, Collin County Community College District will be obligated to:

- a. Serve as a Closed POD location for its Members during an emergency, acting on behalf of Department in such a response;
- b. Write a dispensing plan for the specific facility serving as dispensing site;

- c. Supply and arrange for all equipment and personnel necessary for staffing, security, dispensing, crowd/traffic control, secure transportation of medical countermeasure assets, and other tasks necessary to dispense prophylaxis to Members;
- d. Designate the following individuals and provide biannually updated contact information to Department, including telephone number and email address:
  - i. An administrator, who will serve as the primary point of contact to outside entities, including Department;
  - ii. A medical staff point of contact, who currently has a medical license in good standing;
  - iii. A security point of contact, who will interact with Department and any relevant law enforcement entities in safety and security planning;
- e. Provide Department with an estimate of the number of Members that would receive prophylaxis during an emergency, and will provide updates to that estimate as necessary or when requested by Department;
- f. Provide the personnel, equipment, transportation, and security personnel to take possession of medical countermeasure assets from Department at the designated pickup site, if applicable;
- g. Designate one or more representatives, or their designee, that will have the authority to sign for receipt of medical countermeasures on behalf of Collin County Community College District and have the means to securely store the medical countermeasures;
- h. Be responsible for proper disposal of medical waste; and,
- i. Be responsible for inventory management.

## **VI. Term**

This Agreement supersedes the Interlocal Agreement, Collin County Court Order No. 2008-618-08-26, signed August 26, 2008, between Collin County Community College District and the County. This Agreement becomes effective when approved by the governing bodies of Collin County Community College District and the County and will remain in effect indefinitely. This Agreement may be terminated by either party at any time, with or without cause; however, the terminating party shall provide thirty (30) days written notice to the other party, according to provisions in Article X.

## **VII. Hold Harmless**

To the extent allowed by the Constitution and statutes of the State of Texas, and without waiving any immunity or limitation as to liability, the County agrees to and shall indemnify and hold harmless Collin County Community College District, its officials, officers, agents, employees, or attorneys from and against any and all claims, losses, damages, causes of action, suits and liabilities of every kind, including all expenses of litigation, court costs, and attorney's fees, for injury or death of any person, or for damages to any property; real, personal, or intellectual, arising out of or in connection with the implementation of this Agreement, where the injury or death or damage is caused by the negligence of the County, its officials, officers, agents, employees, or attorneys, except that the County assumes no liability for the sole negligent acts of Collin County Community College District, its officials, officers, agents, employees, or attorneys.

To the extent allowed by the Constitution and statutes of the State of Texas, and without waiving any immunity or limitation as to liability, Collin County Community College District agrees to and shall indemnify and hold harmless County, its officials, officers, agents, employees, or attorneys from and against any and all claims, losses, damages, causes of action, suits and liabilities of every kind, including all expenses of litigation, court costs, and attorney's fees, for injury or death of any person, or for damages to any property; real, personal, or intellectual, arising out of or in connection with the implementation of this Agreement, where the injury or death or damage is caused by the negligence of Collin County Community College District, its officials, officers, agents, employees, or attorneys.

## **VIII. Good Faith Negotiation and Dispute Resolution**

Whenever a dispute or disagreement arises under the terms of this Agreement, the parties agree to enter into good faith negotiations to resolve such disputes. If the matter continues to remain unresolved after good faith negotiations by the parties, then the matter shall be referred to non-binding outside mediation with a mediator approved by both parties. This provision is mandatory, unless an expedited hearing is needed to prevent the loss, or potential loss, of human life, and shall be a condition precedent to the filing of any litigation by either or both parties.

### **IX. Assignability / Consent**

Except as otherwise provided herein, or except as may be hereafter determined by the parties, no party to this Agreement may sell, assign, or transfer its interest in this Agreement, or any of its rights, duties, or obligations hereunder, without the prior written consent of the other party. Whenever the consent or the approval of a party is required herein, such a party shall not unreasonably withhold, delay, or deny such consent or approval.

### **X. Notice**

Any notice given by one party to the other in connection with this Agreement shall be in writing and shall be by personal delivery; sent by registered mail or certified mail; or by U.S. Mail, return receipt requested, postage prepaid; to:

Collin County Community College District:

Collin County Community College District  
Cary Israel / President  
3452 Spur 399  
McKinney, Texas 75069

County:

Department of Homeland Security  
Collin County, Texas  
4300 Community  
McKinney, Texas 75071

Notice shall be deemed to have been received on the date of receipt as shown on the return receipt or other written evidence of receipt.

### **XI. Modification**

No waiver or modification of this Agreement or of any covenant, condition, limitation herein contained will be valid unless in writing and duly executed by the party to be charged therewith. No evidence of any waiver or modification shall be offered or received in evidence in any proceeding arising between the parties hereto out of or affecting this Agreement, or the rights or

obligations of the parties hereunder, unless such waiver or modification is in writing, duly executed by both parties. The parties further agree that the provisions of this Article will not be waived unless as herein set forth.

## **XII. Savings / Severability**

In the event that any one or more of the provisions hereof contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the other provisions, and the Agreement shall be constructed as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.

## **XIII. Governing Law and Venue**

This Agreement shall be construed under and governed by, and in accordance with the laws of the State of Texas, and all obligations of the parties hereto, created by this Agreement are performable in Collin County, Texas. Venue of any suit or cause of action under this Agreement shall lie exclusively in Collin County, Texas.

## **XIV. Entire Agreement**

This Agreement and the exhibits attached thereto, if any, constitutes the entire Agreement among the parties hereto with respect to the subject matter hereof, and supersedes any prior understandings or written or oral agreements between the parties with respect to the subject matter of this Agreement. No amendment, modification, cancellation or alteration of the terms of this Agreement shall be binding on any party hereto unless the same is in writing, dated subsequent to the date hereof, and is duly authorized and executed by the parties hereto.

## **XV. Waiver of Terms and Conditions**

The failure of either party to enforce or insist upon compliance with any of the terms or conditions of this Agreement shall not constitute a general waiver or relinquishment of any such terms or conditions, but the same shall be and remain at all times in full force and effect.

**XVI. Authority of Parties**

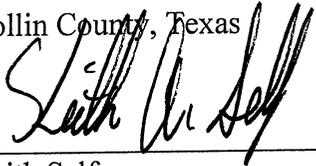
This Agreement is made by and entered into by the duly-authorized officials of each respective entity.

**XVII. Counterparts**

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and constitute one and the same instrument.

EXECUTED this, the 6th day of February, 201~~8~~<sup>2</sup>

Collin County, Texas



Keith Self  
Collin County Judge



Kelley Stone  
Director of Homeland Security

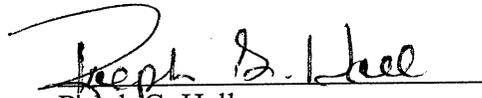


Muriel Marshall, DO  
Collin County Health Authority



Candy Blair, RN  
Director of Health Care Services

Collin County Community College District



Ralph G. Hall  
District Vice President of Administrative  
Services and CFO