

II. Public Health Emergency

This Agreement becomes operational if:

- a. The applicable County or Department authority declares a public health emergency; and,
- b. Collin County Local Health Authority, or designee, 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 District in a timely manner.

III. Closed POD Designation

In the event of a public health emergency, District agrees to: provide a Closed POD site location; to staff the site; and to dispense the prescribed prophylaxis to its Employees using these staff and according to the District dispensing plan. The District will also have the option to provide for the dispensing of medical countermeasures to the employee family members using the head of household model or by having the family members accompanied by the employee at the District Closed POD. District agrees to make its facilities and personnel available for mass dispensing to its Employees 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 District and its Employees.

IV. Department Obligations

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

- a. Provide site screening to determine participation suitability;
- b. Assist 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 District;

- d. Department will coordinate with the Department of State Health Services for transporting the Districts allotment of SNS assets from the Department of State Health Services storage site directly to Districts Closed POD site.
- e. Provide reasonable consultation and assistance, including such consultation and assistance as is needed for District to comply with Closed POD regulations, restrictions, or guidance imposed by DSHS, CDC, County, and other relevant policies;
- f. Make reasonable accommodations to provide District 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 District;
- g. Make reasonable accommodations to train, or provide for training of, District staff to operate their dispensing site, including, but not limited to, training on the safe dispensing of medication; proper storage of medication; on necessary personal protective equipment, if any; and the proper disposal of medical waste;
- h. 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,
- i. Provide after-action and improvement consultation, as needed or requested.

V. District Obligations

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

- a. Serve as a Closed POD location for its Employees during an emergency, acting on behalf of Department in such a response;
- b. In collaboration with Department, 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, transportation of SNS assets from Department storage site if the SNS assets are not able to be transported directly from Department of State Health Services, and other tasks necessary to dispense prophylaxis to Employees;
- 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 as a nurse or physician;
 - iii. A security point of contact, who will interact with Department and any relevant law enforcement entities in safety and security planning;
 - iv. A staff liaison, who will coordinate District staff and training.
- e. Provide Department with an estimate of the number of Employees 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, and security personnel to take possession of the SNS assets from Department of State Health Services at District designated delivery site;
 - g. Designate one or more representatives that will have the authority to sign for receipt of medical countermeasures on behalf of District at the time of pickup from Department;
 - h. Be responsible for proper disposal of medical waste; and,
 - i. Be responsible for inventory management.

VI. Term

This Agreement becomes effective when approved by the governing bodies of 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.

VII. 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.

VIII. Miscellaneous

Notice. Any notice required or permitted to be delivered hereunder shall be deemed to be delivered, whether or not actually received, when deposited in the United States Mail, postage pre-paid, certified mail, return receipt requested, addressed to either party at the addresses below:

Closed POD MOU – Plano ISD and Collin County Department of Homeland Security

District: Plano ISD
Attn: Superintendent
2700 W. 15th Street
Plano, Texas 75075

Department: Office of Homeland Security
4300 Community Avenue
McKinney, Texas 75071

Assignment. This Agreement is not assignable without the prior written consent of either party.

Entire Agreement. This Agreement contains the entire agreement of the parties with respect to the matters contained herein and may not be modified or terminated except by the mutual written agreement of the parties.

Venue. This Agreement shall be construed in accordance with the laws of the State of Texas and shall be performable in Collin County, Texas. Venue, in the event of suit, shall be the court of appropriate jurisdiction in Collin County, Texas.

Severability. In case any one or more of the provisions 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 any other provision thereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

Third Party Beneficiaries. Nothing in this Agreement shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.

Force Majeure. Neither the District nor the Department shall be required to perform any term, condition, or covenant in the Agreement so long as performance is delayed or prevented by force majeure, which shall mean acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riots, floods, and any other cause not reasonably in control of

Closed POD MOU – Plano ISD and Collin County Department of Homeland Security

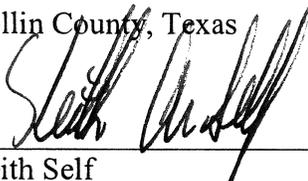
the parties and which by the exercise of due diligence, the District or Department is unable, wholly or in part, to prevent or overcome.

Sovereign Immunity. It is expressly understood and agreed that, in the execution of this Agreement, neither party waives nor shall be deemed hereby to have waived any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions.

Binding Agreement. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. No third party shall have any rights herein.

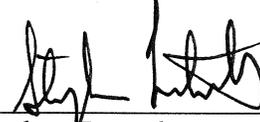
EXECUTED this, the 18th day of May, 2015.

Collin County, Texas

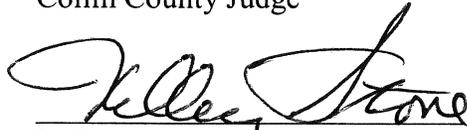


Keith Self
Collin County Judge

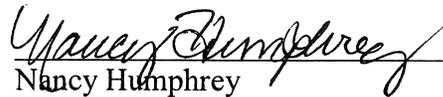
Plano ISD



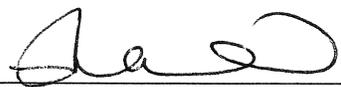
Stephen Fortenberry
Superintendent



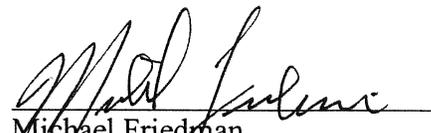
Kelley Stone
Director of Homeland Security



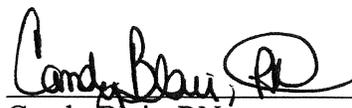
Nancy Humphrey
Board President



Muriel Marshall, DO
Collin County Health Authority



Michael Friedman
Board Secretary



Candy Blair, RN
Director of Health Care Services