

STATE OF TEXAS

§

Closed POD Site Agreement

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With INTEL

COLLIN COUNTY

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**MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding (“Agreement”) is entered into between the state of Intel and Collin County ("County"), acting through the Collin County Office of Emergency Management/Collin County Health Care Services ("Department"). This Agreement becomes active when Strategic National Stockpile (“SNS”) assets are released from Department and accepted by Intel for Closed POD operations. This Agreement authorizes Intel 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 Point of Dispensing ("Closed POD") sites 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 (“Open 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 Intel Closed POD will provide for the dispensing of medical countermeasures to Intel employees and family members (“Members”); The County has concluded that Intel has the

facilities and personnel 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. The 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 Intel in a timely manner.

## **III. Closed POD Designation**

In the event of a public health emergency, Intel agrees to: provide a Closed POD site location; to staff the site; and to dispense the prescribed prophylaxis to its Members using these staff and according to the Intel dispensing plan. Intel 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 Intel and its Members.

## **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 Intel 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 Intel; Department will not be obligated to provide transportation of medical countermeasure assets, supplies, or equipment, or security thereof, from Department facilities to Intel for dispensing;

- d. Provide reasonable consultation and assistance, including such consultation and assistance as is needed for Intel to comply with Closed POD regulations, restrictions, or guidance imposed by DSHS, CDC, County, and other relevant policies;
- e. Make reasonable accommodations to provide Intel 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 Intel;
- f. Make reasonable accommodations to train, or provide for training of, Intel staff to operate their dispensing site;
- 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. Intel Obligations**

In planning for, during, and after the conclusion of an emergency, Intel 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, transportation of 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;
  - iv. A staff liaison, who will coordinate Intel staff and training.
- 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;
- g. Designate one or more representatives that will have the authority to sign for receipt of medical countermeasures on behalf of Intel 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**

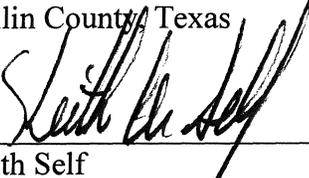
This Agreement becomes effective when approved by the governing bodies of Intel and the County and will remain in effect indefinitely. This Agreement may be terminated by either party at any time, with or without cause; however, the terminating party shall provide thirty (30) days written notice to the other party.

**VII. Counterparts**

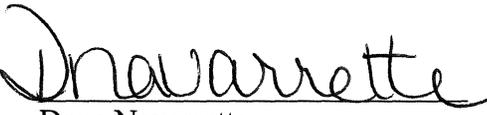
This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and constitute one and the same instrument.

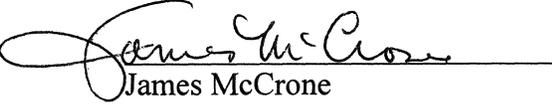
EXECUTED this, the 14<sup>th</sup> day of June, 2016.

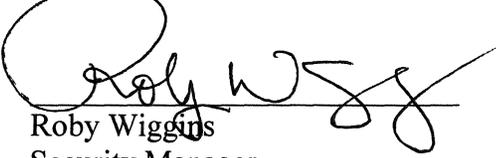
Collin County, Texas

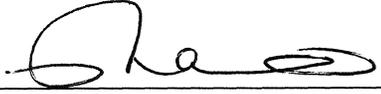
  
\_\_\_\_\_  
Keith Self  
Collin County Judge

Intel

  
\_\_\_\_\_  
Dana Navarrette  
Emergency Manager

  
\_\_\_\_\_  
James McCrone  
Emergency Management Coordinator

  
\_\_\_\_\_  
Roby Wiggus  
Security Manager

  
\_\_\_\_\_  
Muriel Marshall, DO  
Collin County Health Authority

  
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Candy Blair, RN  
Director of Health Care Services