

DEPARTMENT OF STATE HEALTH SERVICES

MEMORANDUM OF UNDERSTANDING



This Memorandum of Understanding, (the "MOU"), is entered into by and between the Department of State Health Services ("DSHS"), an agency of the State of Texas, the Collin County Health Care Services ("Clinic"), (collectively, the "Parties"), in the effort to set out the roles and responsibilities between the Parties regarding medications available through the DSHS Inventory Tracking Electronic Asset Management System (ITEAMS) platform to treat and control the spread of infectious disease across Texas to achieve improved public health outcomes.

RECITALS

WHEREAS, DSHS purchases medications with state and federal funds allocated to DSHS for specific public health purposes, and are to be administered or dispensed in compliance with federal program regulations;

WHEREAS, the Clinic obtains medications through the ITEAMS platform for the outpatient treatment of sexually transmitted diseases (STD) or for tuberculosis (TB) services; and

WHEREAS, for the TB medications, this MOU only applies to local health departments and entities who are pre-authorized to order medications for TB services.

NOW THEREFORE, in consideration of the mutual promises set forth herein and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

- A. The Clinic must ensure medications are used only for the treatment of STDs and TB;
- B. The Clinic must ensure STD medications are used only for uninsured or underinsured patients as defined by DSHS;
 - 1. Underinsured definition: A patient who experiences any circumstance that might influence or restrict access to necessary preventive health care services or medication. These circumstances might include, but are not limited to, patients who are concerned about privacy to use their insurance or have a financial burden due to high deductibles or co-pays, any patient whose provider would not be able to provide timely treatment, or any partner of a contact identified through disease intervention specialist (DIS)/contact tracing.

2. It is the responsibility of the clinic to maintain documentation of the patients' uninsured or underinsured status.
 3. The Clinic must have a Class D Pharmacy license. Clinics without a Class D Pharmacy license are only permitted to order medications under a physician's license for direct administration to patients onsite in the clinic and for patient-delivered partner therapy using single-dose oral medications for chlamydia and gonorrhea. i.e. azithromycin and cefixime.
- C. The Clinic must distribute medications at no charge to the patient;
 - D. The Clinic must not seek third party reimbursement, including Medicaid reimbursement, for the medications that are provided at no cost to the clinic;
 - E. The Clinic must ensure that medications are not sold or exchanged for profit to another individual or entity for any reason;
 - F. The Clinic must have a designate staff member who oversees the ordering, provision, reconciliation, and reporting of medications obtained through the ITEAMS platform. Reconciliation of medications must occur monthly, as defined by the DSHS Pharmacy Branch;
 - G. The Clinic must have manual or electronic tracking procedures to demonstrate that all ITEAMS medications administered or dispensed have been appropriately provided to an eligible patient of clinical services in an outpatient setting;
 - H. The Clinic must maintain records containing information that would establish appropriate use of medications that can be requested and audited in an internal review at any time to ensure compliance. Records include, but are not limited to, billing records, medication tracking logs, and relevant patient records;
 - I. The Clinic must ensure medications for the treatment of STDs comply with current policies and procedures outlined by the DSHS HIV/STD Program, which can be accessed at: <https://www.dshs.texas.gov/hivstd/policy/>; and
 - J. The Clinic must ensure medications for TB services must comply with current policies and procedures outlined by the DSHS Tuberculosis and Hansen's Disease Branch in the Texas Tuberculosis Work Plan, which can be accessed at: <https://www.dshs.texas.gov/idcu/disease/tb/policies/>.

I. Term of the MOU.

This MOU begins upon the first date on which it has been executed by both Parties and ends on August 31, 2021.

II. Authority.

DSHS enters into this MOU under the authority of Health and Safety Code, Chapter 1001.

III. Amendments.

Amendments to this MOU shall be in writing and signed by the Parties.

IV. Termination of MOU.

Either Department of State Health Services or Collin County Health Care Services may terminate this MOU with written notice thirty days prior to the date of termination.

V. Confidentiality.

Information exchanged pursuant to this MOU will be exchanged only in accordance to the attached DUA.

VI. Primary Contacts.

All communications between the Parties shall be made through the primary contacts or their designees to the maximum extent possible. The primary contacts are:

For DSHS:

Pharmacy Branch
DSHS Medications
Phone: (512) 776-7500

STD Nurse Consultant
Pamela Mathie, MSN, RN
Phone (512) 533-3118
Email: pamela.mathie@dshs.texas.gov

TB Contract Manager
Ebony White
Phone: (512) 776-2152
Email: ebony.white@dshs.texas.gov

Department of State Health Services
PO Box 149347, MC
Austin, TX 78714

For Collin County Health Care Services:

STD Nurse
Candice Akins
Phone: (972) 548-5509
Email: cakins@co.collin.tx.us

TB Nurse
Candice Akins
Phone: (972) 548-5509
Email: cakins@co.collin.tx.us

Collin County Health Care Services
825 North McDonald Street, Ste. 130
McKinney, TX 75069

VII. Entire Agreement.

The Parties acknowledge that this MOU, including the incorporated attachments, is the entire agreement of the Parties and that there are no agreements or understandings, written or oral, between them with respect to the subject matter of this MOU, other than as set forth in this MOU.

By signing below, the Parties acknowledge that they have read the MOU and agree to its terms, and that the persons whose signatures appear below have the requisite authority to execute this MOU on behalf of the named party.

DEPARTMENT OF STATE HEALTH SERVICES

By: _____

Imelda M. Garcia
Associate Commissioner
Laboratory & Infectious Disease Services

Date

COLLIN COUNTY HEALTH CARE SERVICES

By: _____

Signature of Authorized Official

23 JULY 2019
Date