

Agreement between Medical Center of McKinney and Collin County, Texas

This Agreement is entered into between Medical Center of McKinney ("Hospital"), and Collin County, Texas.

I. Purpose

Under a grant from the Texas Department of State Health Services, the Collin County Department of Homeland Security/Collin County Health Care Services ("County") is required to plan and prepare for a public health emergency that may result from natural or man-made causes. During such an emergency, it may be necessary to immunize or treat all or large numbers of people in the area served by the Hospital and County. As part of the County's emergency planning process, hospitals are being designated to serve as point-of-dispensing sites to dispense medications and/or vaccines to their employees, family members, and patients in the event of an emergency epidemic resulting from cases of communicable or non-communicable illness or conditions caused by bioterrorism, pandemic influenza, or a novel or highly fatal infectious agent or biological toxin.

The County has concluded that the Hospital possesses facilities and personnel that are qualified to serve if mass immunization and/or medication is necessary. The Hospital desires to assist the County in the event of a public health emergency and agrees to be a dispensing site for their employees, families, and patients and agrees to make its facilities and personnel available for the purposes of mass immunization or treatment, under the terms set out below.

II. Public Health Emergency

This agreement will go into effect only if:

The Commissioner of Health or the County declare that large scale immunization or treatment is necessary as a control measure for an outbreak of communicable disease(s) and/or treatment associated with a natural disaster or man-made disaster.

III. Obligations of the County

- 1) The County will coordinate with the Texas Department of State Health Services to supply or arrange for necessary vaccines and/or medications, to the extent available, to be delivered to the Hospital.
- 2) The County will assist, when requested and as able, the Hospital with the development and maintenance of a site dispensing plan.
- 3) The County will provide information updates to the Hospital, as necessary.
- 4) The County will provide training for Hospital employees to operate the dispensing site under the Medical Reserve Corps program.
- 5) The County will provide consultation and/or assistance, as able, during the emergency event.
- 6) The County will collect any medical documentation.
- 7) The County will provide after action consultation.

IV. Obligations of the Hospital

- 1) The Hospital will serve as a point of dispensing site and dispense vaccines and/or medication to employees, their families, and patients.
- 2) The Hospital will have a plan in place to dispense vaccines and/or medications, including plans for limited and/or prophylaxis shortages, and adhere to cold chain maintenance specifications, as needed.

- 3) The Hospital will supply and arrange for all equipment and personnel necessary for staffing, security, crowd control, and other tasks necessary to dispense the prescribed prophylaxis to employees, family members, and patients.
- 4) The Hospital will provide, and update annually, the County with the number of staff, family members, and patients to receive medications and/or vaccines.
- 5) The Hospital will be responsible for administration of medications and/or vaccines, distribution of information regarding the emergency situation, and collection of patient and medical history information. Patient information data will be shared with the County within 48 hours for patient tracking.
- 6) The Hospital will be responsible for inventory management and shall ensure that personnel are trained in request and tracking procedures, as per State guidelines.
- 7) The Hospital will designate three emergency points of contact:
 - a. Administrative contact who will serve as the primary emergency contact.
 - b. Secondary contact.
 - c. Pharmacy, or other, contact with the authority to sign for the receipt of medication from the Texas Department of State Health Services.
- 8) The Hospital agrees to make no charge for the medications and/or vaccines or for any of the services provided as part of the administration of the medications and/or vaccines.
- 9) The Hospital will be responsible for the disposal of medical waste.
- 10) The Hospital is responsible for the acts and negligence of its employees, to the extent allowed under state and federal law.

V. Term

This Agreement becomes effective when approved by the governing body of the Hospital and County and shall remain in effect for a period of one (1) year. This Agreement shall automatically be renewed on a yearly basis after the initial one (1) year term. This Agreement may be canceled by either party at any time, with or without cause, by giving thirty (30) days written notice to the other party.

VI. 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 the Hospital, 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 Hospital, 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 to liability, the Hospital 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 Hospital, its officials, officers, agents, employees, or attorneys.

VII. 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.

VIII. 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 right, 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 party shall not unreasonably withhold, delay, or deny such consent or approval.

IX. 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:

District: [Hospital name]
[Name] / Administrator
[Address]
[City], Texas [Zip code]

County: Department of Homeland Security
Collin County, Texas
4300 Community Avenue
McKinney, Texas 75070

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.

X. Modification

No waiver or modification of this Agreement or of any covenant, condition, limitation herein contained shall 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.

XI. 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 effect the other provisions, and the

Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.

XII. 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.

XIII. 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.

XIV. 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.

XV. Authority of Parties

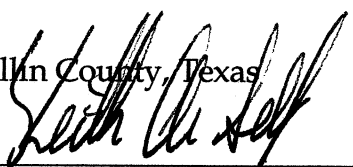
This Agreement is made by and entered into by the duly-authorized officials of each respective entity.

XVI. Counterparts

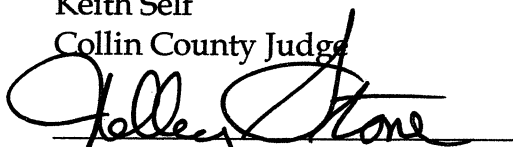
This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and constitute one and the same instrument.

EXECUTED this, the 16th day of September, 2009.

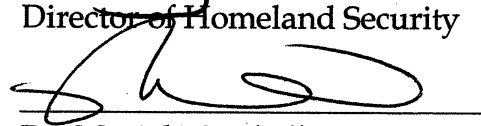
Collin County, Texas


Keith Self

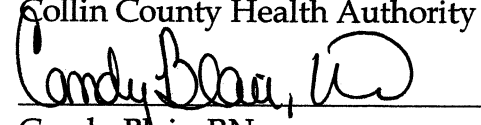
Collin County Judge


Kelley Stone

Director of Homeland Security

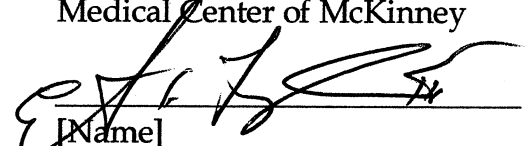

Dr. Muriel Marshall

Collin County Health Authority


Candy Blair, RN

Director of Health Care Services

Medical Center of McKinney


[Name]

Administrator

ERNEST C. LYNCH
[Name]

[Title]

C.E.O.
[Name]

[Title]