

STATE OF TEXAS

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Crisis Response Ministry

COLLIN COUNTY

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## **MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding ("Agreement") is entered into between Collin County Crisis Response Ministry ("CRM") and Collin County ("County"), acting through Collin County Health Care Services ("CCHCS") and/or Collin County Office of Emergency Management ("CCOEM").

CRM and CCHCS find their missions congruent and capabilities complimentary; and, have a mutual interest in providing services to assist victims of critical incidents.

### **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 non-profit organizations to provide and supplement certain emergency services to the residents of Collin County as more fully described herein.

### **II. Public Health Emergency**

This Agreement becomes operational if CCOEM declares a public health emergency. The onset of such a public health emergency will be relayed by CCHS and/or CCOEM to CRM in a timely manner.

### **III. Term of Agreement**

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

### **IV. Services Provided**

For the benefit of the residents of Collin County, each organization will provide the following services on an as needed basis:

CRM will provide the following:

- a. Provide Chaplains, Counselors, and Crisis Responders as needed and coordinated with CCHCS;
- b. Provide an Incident Command System to supervise and direct CRM team members;
- c. Provide emotional care and psychological first aid:
  - i. For the citizens of Collin County impacted by critical incidents;
  - ii. For staff and volunteers of Collin County;
- d. Respect and conform to the operational protocols of CCHCS and maintain confidential records of interactions with CCHCS constituents and staff;
- e. Provide emotional support and/or Critical Incident Stress Management intervention/debriefing as needed by citizens and/or CCHCS staff and/or volunteers;
- f. Services provided may include licensed therapy dogs; however, all state laws and standards will be followed regarding service animals.

CCHCS will provide the following:

- a. Provide referrals of those impacted by critical incidents;
- b. Provide CRM access to information for the purposes of providing emotional support to citizens, staff, and volunteers. Access to such information will be coordinated by CCHCS;
- c. Coordinate the use of facilities, supplies, and equipment as available to support citizens, staff, and volunteers.

#### **V. Exchange of Information**

Information acquired by either CRM or CCHCS on citizens to be served will be mutually accessible to provide an integrated approach to citizen support and to avoid unnecessary duplication of services. This information will be shared only to the extent permitted by regulations requiring confidentiality of participant records. CRM and CCHCS will cooperate in sharing information on the status and outcome of services provided.

#### **VI. Evaluation and Review**

In order to provide a vehicle for on-going evaluation, review, and discussion of operational issues, both parties agree to communicate on a regular basis to discuss issues related to the implementation of this agreement.

#### **VII. Procedures for Amendments and Termination**

This agreement may be amended by mutual consent of both parties. Alternatively, this agreement and any amendments thereof shall remain in effect until terminated by either party upon thirty (30) days written notice to the other party.

#### **VIII. Fee/Compensation**

There shall be no fee or compensation owed by CRM, County, CCHCS, or CCOEM under this Agreement.

## **IX. Hold Harmless**

Each party agrees to the extent authorized under the Constitution and the laws of the State of Texas to be fully responsible for any and all claims for damages, costs, and expenses to person or persons and property that may arise out of or be occasioned by this Agreement, including but not limited to, its acts of negligence or omission in the performance of responsibilities under this Agreement. Each party, to the extent allowed by law and without waiving any rights, defenses, or protections provided therein, agrees to be responsible for its own acts of negligence.

Joint Liability. In the event of joint or concurrent negligence of the parties, responsibility, if any, shall be apportioned comparatively in accordance with the laws of the State of Texas without, however, waiving any governmental immunity or defense available to any Party individually under Texas law. CRM shall be responsible for its sole negligence. County shall be responsible for its sole negligence. The provisions of this section are solely for the benefit of the parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

Immunity. It is expressly understood and agreed that, in the execution of this Agreement, no 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. By entering into this Agreement, the parties do not create any obligations, express or implied, other than those set forth herein, and this Agreement shall not create any rights in parties not signatories hereto. To the extent authorized under the Constitution and laws of the State of Texas, and without waiving sovereign immunity, each party shall be responsible for any and all claims, demands, suits, actions, damages, and causes for action related to or arising out of or in any way connected with its own actions, and the actions of its personnel rendered or performed pursuant to the terms and conditions of this Agreement. Each party agrees to obtain general liability, public official's liability, if applicable, or maintain a comparable self-insurance program.

## **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, registered mail or certified mail, or by U.S. Mail, return receipt requested, postage prepared; to:

CRM:                      Crisis Response Ministry  
                                 collinCounty  
                                 P.O. Box 6525  
                                 McKinney TX 75070

County: Collin County Health Care Services

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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. Authority of Parties**

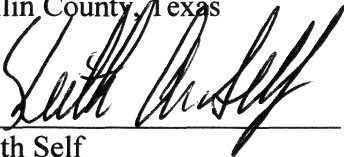
This Agreement is made by and entered into by the duly-authorized officials of each respective entity.

#### **XII. Counterparts**

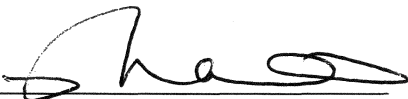
This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and constitute one and the same instrument.

EXECUTED this, the \_\_\_\_\_ day of \_\_\_\_\_, 2017.

Collin County, Texas



Keith Self  
Collin County Judge



Muriel Marshall, DO  
Collin County Health Authority



Dr. Nishat, M.D. County Health Authority




Candy Blair, RN  
Public Health Director



James McCrone  
Emergency Management Coordinator

Crisis Response Ministry



Gaye Gardner  
Crisis Response Ministry  
Deputy Executive Director



Doug Roberts  
Crisis Response Ministry Deputy Director  
of Collin County Chapter