

MEMORANDUM OF UNDERSTANDING**Between****Department of State Health Services****And Panola County Jail**

This Memorandum of Understanding (MOU) between the Department of State Health Services, Health Services (DSHS) and Panola County Jail (Facility) witnesses that:

Whereas, the DSHS is authorized to enter into agreements with other government entities, the private sector, and private, non-profit entities to ensure an expedient, effective, and coordinated response to any disaster or other Public Health Emergency; and

Whereas in the event of a Public Health Emergency event in the State of Texas, local and regional health and medical infrastructure and associated resources will be quickly committed to providing the necessary treatment and supporting strategies to effectively respond the emergency; and

Whereas the existing local and regional medical and health infrastructure may also be compromised due to lack of adequate staff, equipment, and pharmaceutical support; and

Whereas resources from the state, federal, and private sector will be quickly mobilized to augment local and regional medical and health resources and support the effective management and distribution of the Strategic National Stockpile (SNS).

Now therefore, the parties agree as follows:

A. Definitions:

- o **Closed Point of Dispensing or CPOD** - means a facility designated by the Parties as point at which medical countermeasures may be administered to a specified group of people during a Public Health Emergency.
- o **Public Health Emergency** - means a danger to public health, the scale, timing, or unpredictability of which threatens to overwhelm routine capabilities, and which may be declared by the Governor of Texas, the DSHS, or another entity with authority granted by law.

B. Use of Facility and staff:

- o Facility agrees to accept designation of its facility in *Carthage, Texas* located at *319 W. Wellington, Carthage, Texas 75633*, as a CPOD.

- o Facility agrees to use its facility and provide medical, pharmacy personnel, or other staff to provide medical countermeasures to the staff, family and others of Facility during a Public Health Emergency. Facility will dispense the medical countermeasures in accordance with instructions and standing delegation orders provided by the DSHS or the Facility's medical authority.
- o Facility will inform DSHS on the amount of medical countermeasures needed.
- o Facility agrees to be responsible for maintaining the physical security and integrity of the medical countermeasures received and to comply with the handling instructions provided by the DSHS.
- o Facility agrees to return unopened, unused medical countermeasures to the DSHS.
- o Facility agrees to provide a dispensing plan for DSHS review and comment.

C. Department of State Health Services:

- o DSHS agrees to prepare the order for Facility, based on the apportionment and pre-determined, estimated number of people to receive preventive medical countermeasures at Facility.
- o DSHS agrees to provide medical countermeasures to Facility, a CPOD, located at *319 W. Wellington, Carthage, Texas 75633*.
- o DSHS will train or cause training to be provided to Facility staff on mass dispensing/mass vaccination upon request of the Facility.
- o DSHS agrees to accept unopened, unused medical countermeasures from Facility following the Public Health Emergency.

D. Contact Information:

- o Facility agrees to designate a point of contact and provide that point of contact to the DSHS. A Facility point of contact designated in accordance with this section must be available at all times
- o DSHS will provide Facility a point of contact who will notify the Facility of the activation of Facilities duties under this Contract.

E. Confidentiality: To the extent allowed by the law, the Parties agree that they will not disclose this agreement and that the subject matter of this agreement is sensitive and confidential. This document is maintained by or for a governmental entity for the purpose of responding to an act of terrorism and relates to a tactical plan of governmental providers and thus should be confidential.

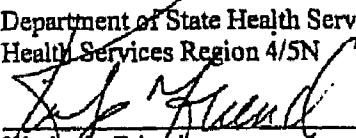
F. Duration of Agreement: The term of this MOU is five (5) years from the date it is executed by the latter Party. Renewal for additional one year terms shall be automatic unless one party terminates as provided in section I.

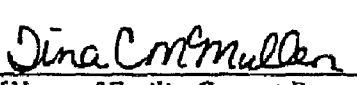
G. Program Review: At the discretion of DSHS, a review will be conducted following a disaster event. Any mutually agreed upon adjustments to this agreement will be made at that time. Any changes that may affect the ability of either Party to perform its responsibilities under this Contract will be communicated to the other Party as soon as possible.

H. Amendments: This agreement may be amended at any time by signature approval of the parties signatory hereto, or their respective designees.

I. Termination of Agreement: Any Party may unilaterally withdraw at any time from this MOU, except as stipulated above, by transmitting a signed statement to that effect to the other Parties. This MOU and the public/private partnership created thereby shall be considered terminated thirty (30) days from the date the non-withdrawing Party actually receives the notice of withdrawal from the withdrawing Party.

J. Primary Contacts: The Parties intend that the work under this MOU shall be carried out in the most efficient manner possible. To that end, the Parties intend to designate individuals that will serve as primary contacts between the Parties. The Parties intend that, to the maximum extent possible and unless otherwise approved by the other Party, all significant communications between the Parties shall be made through the primary contacts or their designees. The designated primary contacts for each Party are:

Department of State Health Services
Health Services Region 4/5N

Kimberly Friend
Strategic National Stockpile Coordinator
2521 West Front Street
Tyler, Texas 75702
903-533-5339

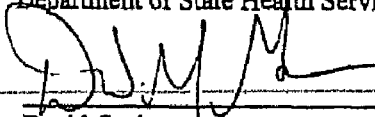
Panola County Jail

[Name of Facility Contact Person]
[Title of Facility Contact Person]
[Street Address]
[City, State, Zip code]
[Phone #]
Tina McMullen
Jail Administrator
319 W. Wellington
Garthage, Texas 75633
903-693-0333

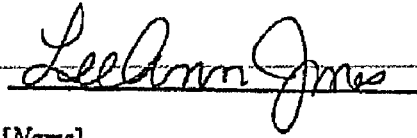
K. Capacity to Enter into Agreement: The persons executing this Memorandum of Understanding on behalf of their respective entities hereby represent and warrant that they

have the right, power, legal capacity, and appropriate authority to enter into this Memorandum of Understanding on behalf of the entity for which they sign.

Department of State Health Services

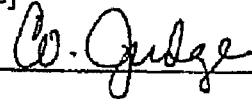
Panola County Judge





David Gruber
Assistant Commissioner
Division for Regional and Local Health Services

[Name]

Title: 

12/22/16

Date

12-22-16

Date