

MEMORANDUM OF UNDERSTANDING BETWEEN  
THE CITY OF AUSTIN AND \_\_\_\_\_

THIS AGREEMENT is dated \_\_\_\_\_, 2013, and is between the City of Austin (“City”) and \_\_\_\_\_ (“Employer”). ,

The Secretary of the U.S. Department of Health and Human Services, in accordance with the Public Health Services Act, maintains stockpiles of drugs, vaccines, medical devices, and medical supplies (“Strategic National Stockpile,” or, “SNS”) for rapid distribution to areas affected by a “Public Health Emergency” (defined below).

The State of Texas is responsible for distributing SNS assets to local jurisdictions in a Public Health Emergency and the City is responsible for dispensing SNS assets to the affected population within its jurisdiction.

The City wishes to partner with its large employers for the development and operationalization of closed points of dispensing (“Closed PODs”) where prophylactic medicines from the SNS can be effectively dispensed to employees at their work sites. The use of Closed PODs will significantly alleviate the demand placed on the City’s open dispensing of SNS assets. The City shall provide support and guidance to Closed PODs through its Health and Human Services Department (“HHSD”).

The Employer desires to operate a Closed POD site within its place of business located at \_\_\_\_\_ in the event of a Public Health Emergency. As the operator of a Closed POD, Employer will, in the event of a Public Health Emergency, provide prophylactic medicines to Specific and Approved Facility Staff (defined below), who shall, in turn, dispense that medication to its employees and other Facility Recipients(defined below) affected by a Public Health Emergency.

The parties, therefore, hereby agree as follows:

A. DEFINITIONS

Unless stated otherwise, the following words shall have the following meanings for the purposes of this agreement:

**Austin/Travis County Closed Point of Dispensing Plan**, means the Austin/Travis County Closed Point of Dispensing Plan or any plan that supersedes it.

**Approved Facility Staff**, for this purpose, means any individual, in the services of the Facility employed or otherwise assigned to work at the Facility, who is approved to dispense prophylactic medicines.

**Closed POD**, means the Closed Point Of Dispensing that will be operated at the Facility.

**Facility**, means Employer’s place of business located at \_\_\_\_\_.

**Facility Recipient**, means any Facility employee, any family member, co-habitant, or house guest of a Facility employee, and any building visitor that is expected to utilize the Closed POD.

**Health Authority**, means the designated Health Authority for the City of Austin and Travis County.

**Public Health Emergency**, means a disease or other health condition or other threat to health that the Secretary of the U.S. Department of Health and Human Services has determined to constitute a public health emergency affecting the City's population.

#### B. EMERGENCY AUTHORIZATION FOR NON-MEDICAL PERSONNEL TO DISTRIBUTE EMERGENCY MEDICATIONS UNDER AUTHORITY OF THE HEALTH AUTHORITY

In the event of a Public Health Emergency, the Austin Travis County Health and Human Services Department anticipates emergency authorization for non-medical personnel to distribute emergency medications under authority of the Health Authority, pursuant to Section 81.082 and Chapter 121 of the Texas Health and Safety Code. The Facility shall comply with such control measures as applicable in fulfilling its obligations under this agreement.

#### C. NOTICE TO PROVIDE PROPHYLACTIC MEDICINES

Prior to the City's offering the prophylactic medicines to the Facility, representatives of both HHSD and the Facility will communicate and confirm the exact number of Facility Recipients.

#### D. DUTIES AND RESPONSIBILITIES

The Facility shall:

1. Designate a primary, secondary and tertiary emergency contact person for the POD to HHSD. The Facility shall provide HHSD updated emergency point of contact information whenever personnel changes occur;
2. Designate Facility staff to collect SNS assets from a location to be determined by the HHSD during a Public Health Emergency. The Approved Facility staff member must have a government-issued photo identification for presentation to HHSD staff and appropriate transportation for collecting the prophylactic medicines. The designated Facility staff member shall sign a transfer of custody agreement acknowledging receipt of the SNS assets on behalf of the Facility.
3. Provide City with the exact location at the Facility suitable for delivery of the prophylactic medicines in the event that direct delivery of the medicine to the Facility is a viable option for HHSD.
4. Provide adequate security for the protection of SNS assets for the period beginning with the Facility's collection of the SNS assets and ending with HHSD's retrieval or disposal of the assets after the conclusion of Closed POD operations.
5. Permit, to the extent of its abilities and upon request of HHSD, its Approved Facility Staff to dispense medications obtained from HHSD to Facility Recipients during a Public Health Emergency. Those medications shall be dispensed as directed by the Health Authority to Facility Recipients free of charge. ;
6. Maintain and exercise reasonable care in the conduct of its activities, and adhere to all HHSD guidance for the dispensing of prophylactic medicines;
7. Develop and maintain a current dispensing plan and provide HHSD with any update or revision to its Dispensing Plan;

8. Provide an annual updated estimate of the number of people (adults and children) who will receive medications at the facility.
9. Maintain accurate records of all SNS assets dispensed according to quality and type and provide accurate and timely reports to HHSD in accordance with the forms and procedure specified by HHSD;
10. Track expenses associated with the operation of the Closed POD and provide that information to HHSD upon request to enable HHSD to receive any available reimbursement under the Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, or author authorities;
11. Compile an After Action Report in the format provided by HHSD and submit the report to HHSD within 10 days of completion of Closed POD operations; and
12. Maintain the confidentiality of all Facility Recipients and Facility Recipient information as required by the Health Insurance Portability and Accountability Act (HIPAA) and any applicable state law.
13. The subject matter of this agreement is sensitive and confidential. Facility shall not disclose this agreement unless as required by law. This agreement 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 government providers and thus should be confidential under Government Code §418.176(a)(2).

HHSD shall:

1. To the extent feasible, provide any medications, supplies, and equipment needed by the Facility to successfully dispense the prophylactic medicines, including signage templates or other unique materials that would be used at a POD;
2. Provide support, guidance, and training for Facility personnel, if requested and/or available, about POD management and operations;

HHSD will offer the prophylactic medicines to the Facility only if:

- a) Specific and Approved Facility staff are available to dispense those prophylactic medicines;
- b) The Facility has the means to send a Facility liaison to come and collect the prophylactic medicines from a location to be determined during the Public Health Emergency, unless direct delivery of the medicine to the Facility is a viable option for HHSD;
- c) HHSD has the prophylactic medicines available to offer to the Facility. HHSD does not own or possess a sufficient stockpile of prophylactic medicines or vaccines and serves as the distribution vehicle for the SNS. Should there be a shortage of prophylactic medicines offered to HHSD, the resulting allocation may suspend the enforcement of this agreement. Allocation decisions are made in collaboration with federal and state officials and HHSD is not the final arbiter of what quantity HHSD will receive from the Centers for Disease Control's Strategic National Stockpile.

#### E. LIABILITY

In accordance with the Federal Public Readiness and Emergency Preparedness Act (PREP Act), and all applicable state laws, including without limitation, the Texas Tort Claims Act, Texas Health and Safety Code Section 81.007, Texas Civil Practice and Remedies Code Sections 74.151 and 74.152, Texas Civil Practice and Remedies Code Chapters 104 and 108, the City of Austin, HHSD and its officials and employees shall be immune from suit and liability under Federal and State law with respect to all claims for loss caused by, arising out of, relating to, or resulting from the administration to or the use by an individual of a covered countermeasure if a declaration has been issued pursuant to the PREP Act, or by the Governor under the Texas Disaster Act or under Texas Government Code Chapter 433, or with respect to such countermeasure. HHSD shall be protected from civil liability for any actions taken within the scope of CLOSED POD activities or to otherwise implement the Closed Point of Dispensing Plan.

#### F. PERIOD OF PERFORMANCE

This Agreement shall become effective on the date signed and shall continue in force through December 31 of the year signed. This Agreement shall renew automatically for a period of one year upon the completion of the initial term and each subsequent term unless and until such time as it is superseded or terminated in writing by the parties pursuant to Section F of this agreement.

#### G. TERMINATION AND AMENDMENTS

Either party may terminate this Agreement with 30 days advance written notice to the other party. This document represents the entire Agreement between the parties. Any amendments shall be in writing and agreed upon by both parties. This Agreement shall remain in effect until terminated by one or both parties. .

#### H. NOTICE AND CORRESPONDENCE

All notices shall be in writing and correspondence shall be addressed as follows:

To HHSD:

-Health Authority  
Austin/Travis County HHSD

\_\_\_\_\_, TX 787\_\_\_\_

To the Facility:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

#### F. COUNTERPARTS

This agreement may be signed in counterparts.

[SIGNATURE PAGE FOLLOWS]

We the undersigned agree to the terms and conditions of this agreement.

**For Facility:**

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Signature Date

Name:

Job Title:

Agency:

**For the City:**

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Signature Date

Name:

Job Title:

Agency: