

MEMORANDUM OF UNDERSTANDING**Between****Brownwood/Brown County Health Department****And Ron Jackson State Juvenile Correctional Complex**

This Memorandum of Understanding (MOU) between the Brownwood/Brown County Health Department, Public Health Emergency Preparedness (BBCHD) and Ron Jackson State Juvenile Correctional Complex (facility) witnesses that:

Whereas, the BBCHD 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 to 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:

- **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.
- **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 Department of State Health Services, BBCHD or another entity with authority granted by law.

B. Use of Facility and staff:

- Facility agrees to accept designation of its facility in *Brownwood, TX* located at *611 FM 3254, Brownwood, TX 76801* as a CPOD.

- 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 BBCHD or the Facility's medical authority.
- Facility will inform BBCHD on the amount of medical countermeasures needed.
- 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 BBCHD.
- Facility agrees to return unopened, unused medical countermeasures to the BBCHD.
- Facility agrees to provide a dispensing plan for BBCHD review and comment.

C. Brownwood/Brown County Health Department:

- BBCHD 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.
- BBCHD agrees to provide medical countermeasures to Ron Jackson State Juvenile Correctional Complex, a CPOD, located at *611 FM 3254, Brownwood, TX 76801*.
- BBCHD will train or cause training to be provided to Facility staff on mass dispensing/mass vaccination upon request of the Facility.
- BBCHD agrees to accept unopened, unused medical countermeasures from Facility following the Public Health Emergency.

D. Contact Information:

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

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 BBCHD, 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 designee.

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:

Brownwood/Brown Co. Health Dept. Ron Jackson State Juvenile Correctional Complex
Public Health Preparedness

Cliff Karnes
Public Health Preparedness Coordinator
510 E. Lee St.
Brownwood, Texas 76801
Office: 325-643-3793
Cell: 325-200-5243

Teresa Carter
RN
611 FM 3254
Brownwood, TX 76801
325-641-4237

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.

Brownwood/Brown Co. Health Department

For Texas Juvenile Justice Department



Lisa Dick
Health Administrator
City of Brownwood
Brown County

1/21/16

Date



Signature

David Reilly

Printed Name

Executive Director

Title

2/29/10

Date

Brownwood/Brown Co. Health Department



Cliff Karnes
PHP Coordinator
City of Brownwood
Brown County

1-21-16

Date