

# MEMORANDUM OF AGREEMENT

Between

**Wichita Falls-Wichita County Public Health District**

**And Clay County**

This Memorandum of Agreement (MOA) between the Wichita Falls-Wichita County Public Health District (Health District) and Clay County witnesses that:

**Whereas** in the event of a public health emergency 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 a potential or evolving incident or to support the response to an actual incident, and;

**Whereas** the existing local and regional health and medical infrastructure will also be compromised due to lack of adequate staff, equipment, and pharmaceutical/medical countermeasure support available due to the impacts and demands of the incident, 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 National Strategic National Stockpile (SNS) materials and;

**Whereas**, the Health District has been contracted by the Texas Department of State Health Services, Public Health Region 2/3 to establish and operate a Multi-County Alpha Point of Dispensing sit (MCAP) within the region to facilitate the rapid distribution of Strategic National Stockpile material to designated counties within the region;

Now therefore, the parties agree as follows:

## **A. Definitions:**

- Medical Countermeasure Dispensing - Medical countermeasure dispensing is the ability to provide medical countermeasures (including vaccines, antiviral drugs, antibiotics, antitoxin, etc.) in support of treatment or prophylaxis (oral or vaccination) to the identified population in accordance with public health guidelines and/or recommendations.
- Multi-County Alpha Point of Dispensing Site - A site established to distribute SNS materials and/or medical countermeasures to other Points of Dispensing (POD) sites, including neighboring jurisdictions.
- Public Health Emergency - A public health emergency may include an incident involving a significant outbreak of an infectious disease, or a bioterrorism attack involving a Category A agent or other agent of public health concern.

**B. Health District:**

- In the event of a public health emergency or incident requiring medical countermeasure dispensing be provided to large numbers of people within the jurisdictions located in Public Health Region 2/3, where *Clay County* is located, Health District agrees to plan for, establish and operate a MCAP to facilitate the rapid distribution of SNS assets to other counties within the region including *Clay County*.
- The Health District agrees to provide the required facility, personnel and equipment at the MCAP necessary to temporarily receive, store, and stage SNS assets for pick up by *Clay County*.
- The Health District agrees to be responsible for maintaining the physical security and integrity of the SNS materials at the MCAP and to comply with the handling instructions provided by the Department of State Health Services, Public Health Region 2/3 until transfer of designated SNS materials to the custody of *Clay County*.
- Governmental Function Clause

All parties agree that this contract is one wherein the City of Wichita Falls is solely performing a governmental function. All parties expressly agree that the City is not engaging in any propriety functions.

- Contractual Damages Limitation Clause

All parties agree that damages in this contract are limited only to those authorized under Texas Local Government Code Section 271.153. Specifically, the City is not liable for consequential damages or exemplary damages.

**C. Clay County:**

- In the event of a public health emergency requiring medical countermeasures (i.e., preventive medications) to be provided to large numbers of people within the jurisdictions located in Public Health Region 2/3 where *Clay County* is located.
- *Clay County* agrees to dispatch a representative, upon notification, to pick up SNS assets directly from the MCAP located at the Multi-Purpose Event Center (MPEC) on 1000 5th Street in Wichita Falls, Texas.
- *Clay County* agrees to accept delivery of SNS assets directly from the MCAP in Wichita Falls that has been activated in the event of an incident, and agrees to provide the required personnel and equipment necessary to transport and deliver the SNS materials to its designated local dispensing facility in *Clay County*.
- Upon receipt, *Clay County* agrees to be responsible for maintaining the physical security and integrity of the SNS materials and to comply with the handling instructions provided

by the Department of State Health Services, Public Health Region 2/3, and the Health District.

- *Clay County* agrees to be responsible for the return of all unopened, unused antibiotics, vaccines, and/or any other medical countermeasures to the Department of State Health Services, Public Health Region 2/3, as instructed.

**D. Contact Information:**

- *Clay County* agrees to provide the Health District with the appropriate contact information for their county, and update this information as necessary. The designated contacts must be able to be reached at any time, day or night.
- The Health District agrees to provide *Clay County* with the MCAP staff contact information and update this information as necessary.

**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 under Government Code §418.176(a)(2).

**F. Duration of Agreement:** The term of this MOA is five years from the date of the initial agreement. Renewal for additional one year terms shall be automatic unless one party terminates as provided in section G.

**G. Amendments:** This agreement may be amended at any time by signature approval of the parties' signatory hereto, or their respective designee.

**H. Primary Contacts:** The Parties intend that the work under this MOA 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:

Wichita Falls-Wichita County  
Public Health District

Clay County

Ron Bakken  
MCAP Coordinator  
1700 Third Street  
Wichita Falls, TX 76301  
(940) 397-2520

Mike Campbell  
County Judge  
214 N. Main St  
Henrietta, Texas  
940-538-4651

Wichita Falls-Wichita County  
Public Health District


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Lou Kreidler, RN, BSN  
Director of Health

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Date

Clay County

  
Mike Campbell  
Clay County Judge

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*6/28/2021*  
Date