

**CITY OF EL PASO, TEXAS
AGENDA ITEM
DEPARTMENT HEAD'S SUMMARY FORM**

DEPARTMENT: Public Health

AGENDA DATE: 9/3/19

CONTACT PERSON NAME AND PHONE NUMBER: Robert Resendes 915-212-6500

DISTRICT(S) AFFECTED: All

STRATEGIC GOAL: Goal 8: Nurture and Promote a Healthy, Sustainable Community

SUBJECT:

Be it resolved by the City Council of the City of El Paso: That the Mayor be authorized to sign an Interlocal Agreement, by and between the City of El Paso ("City") and the County of El Paso, Texas ("County") whereby the City shall provide Strategic National Stockpile ("SNS") pharmaceuticals to the County in the event of a public health emergency and the County shall utilize said pharmaceuticals in accordance with the County's mass prophylaxis dispensing plan to the County's employees and family members, with the discretion to open the disbursement to the public if resources are available.

BACKGROUND / DISCUSSION:

N/A

PRIOR COUNCIL ACTION:

Previously executed 2/27/16, expired 11/28/18

AMOUNT AND SOURCE OF FUNDING:

N/A

BOARD/COMMISSION ACTION:

N/A

*****REQUIRED AUTHORIZATION*****

DEPARTMENT HEAD:



Information copy to appropriate Deputy City Manager

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

THAT the Mayor be authorized to sign an Interlocal Agreement, by and between the City of El Paso ("City") and the County of El Paso, Texas ("County") whereby the City shall provide Strategic National Stockpile ("SNS") pharmaceuticals to the County in the event of a public health emergency and the County shall utilize said pharmaceuticals in accordance with the County's mass prophylaxis dispensing plan to the County's employees and family members, with the discretion to open the disbursement to the public if resources are available.

PASSED AND APPROVED this _____ day of _____, 2019.

CITY OF EL PASO

Dee Margo
Mayor

ATTEST:


Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Elizabeth Ruhmann
Assistant City Attorney

APPROVED AS TO CONTENT:



Robert Resendes, MBA, MT(ASCP)
Department of Public Health, Director

STATE OF TEXAS) Interlocal Agreement
) Regarding Mass Prophylaxis Dispensing
COUNTY OF EL PASO) Closed Point of Dispensing

This Interlocal Agreement ("Agreement") is entered into on this the _____ day of _____, 2019 between the County of El Paso and the City of El Paso (the "City"), in El Paso County, Texas.

DEFINITIONS

1. After Action Report (AAR): a document detailing and evaluating the actions previously taken by a group as part of a goal-oriented exercise or series of exercises, in order to determine how the group can maximize the success of its operations.
2. DPH: City of El Paso Department of Public Health
3. SNS: Strategic National Stockpile, as described in 42 U.S.C. §247d-6b., is a national repository of antibiotics, chemical antidotes, antitoxins, life-support medications, intravenous administration, airway maintenance supplies, and medical and surgical items. The SNS is designed to supplement and re-supply state and local public health agencies' pharmaceutical resources in the event of a national public health emergency, anywhere and at any time, within the United States or its territories.
4. POD: Point of Dispensing
5. ORGANIZATION: County of El Paso, Texas.

RECITALS

WHEREAS, the Centers for Disease Control and Prevention (CDC) through the Texas Department of State Health Services (DSHS) approves the transfer of a pre-determined quantity of the aforementioned SNS to Organization in El Paso County, in accordance with the Texas SNS Plan (Appendix 8 to Annex H of the Texas State Emergency Management Plan); and

WHEREAS, the City's Department of Public Health in its dispensing and program planner functions as described in 42 U.S.C. §247d-6d., approves the transfer of a pre-determined quantity of the aforementioned SNS to Organization; and

WHEREAS, the City is acting under the provisions of 42 U.S.C. Section 247d-6d, entitled “Targeted liability protections for pandemic and epidemic products and security countermeasures”; and

WHEREAS, the Texas Interlocal Cooperation Act, V.T.C.A., Government Code, §791.001, *et seq.* allows local governments and political subdivisions of the state to contract among

each other for governmental functions and services, including all or part of a function in the area of public health and welfare; and

WHEREAS, the City's Department of Public Health wishes to collaborate with Organization to enhance the ability of DPH and Organization to respond to a catastrophic biological incident or other communicable threat of epidemic proportions.

NOW THEREFORE, in consideration of the forgoing, the parties hereto agree as follows:

1. The ORGANIZATION agrees:

- a. To provide to DPH the Organization's mass prophylaxis dispensing plan and the number of people to receive prophylaxis in a public health emergency.
- b. To train and educate all of Organization's staff that will be utilized in mass prophylaxis dispensing operations as specified in Organization's mass prophylaxis dispensing plan.
- c. To designate one or more of its employees to have the authority to retrieve SNS medication from the DPH after distribution from the SNS.
- d. To assume responsibility for dispensing SNS medications (mass prophylaxis) to those individuals identified above in paragraph "a" to this section, by Organization trained staff at the site chosen by Organization and with no liability assumed by the City.
- e. To supply or arrange for all equipment, vaccine, medicine and personnel necessary to administer any vaccine or medication for the public health emergency.
- f. To supply or arrange for all equipment and personnel necessary for security purposes and vehicular traffic control during the public health emergency event.
- g. To provide to DPH, prior to receiving SNS pharmaceuticals from DPH, any updates to Organization's mass prophylaxis dispensing plan or prophylaxis eligible population.
- h. To utilize SNS pharmaceuticals in accordance with the policies and procedures outlined in Organization's mass prophylaxis dispensing plan including the number of people to receive prophylaxis in a public health emergency, with said number reflecting Organization's employees and family members.
- i. To request SNS medications from DPH through DSHS established procedures according to the number of Organization's employees and number of employees' immediate family members.
- j. To retrieve the SNS medications at the site chosen by the City and to provide security for said medication during transport.
- k. To not charge individuals for SNS medication provided through this Agreement.
- l. To provide DPH with point of contact information to ensure timely notification of Organization in the event of a public health emergency.
- m. To secure any unused medication and dispensing documentation provided to Organization by the City pursuant to this Agreement until such time that a designee for Organization can return said medication and dispensing documentation to DPH.
- n. To compile and file an AAR with DPH identifying shortfalls and accomplishments of Organization's mass prophylaxis dispensing operation.

2. The CITY, by and through its DPH, agrees:

- a. To notify the Organization of a mass prophylaxis activation determination by previously established channels.
- b. To provide mass prophylaxis dispensing specific training/education opportunities to Organization's staff that Organization has identified for such activity.
- c. To provide pre-public health emergency planning and technical assistance, including training exercises regarding how to properly develop and implement Organization's mass prophylaxis dispensing plan, supply lists, POD layouts, fact sheets, dispensing algorithms, etc.
- d. To ensure readiness of medication for pick up by Organization.
- e. To provide training on inventory management to staff designated by the Organization.
- f. To provide Organization with the medical protocols regarding dispensing activities including but not limited to, dosing, follow-up procedures and releasable information regarding the public health emergency situation.
- g. To provide Organization with consultation and assistance as needed and available for the given public health emergency.
- h. To make arrangements for the receipt of any unused SNS medication as well as copies of dispensing documentation from Organization after termination of the public health emergency.
- i. To provide technical assistance and consultation (After Action) to Organization immediately after implementation of Organization's mass prophylaxis dispensing plan to determine what did or did not work and how to improve said plan, to the extent that said technical assistance and consultation is available.

3. Compensation. This Agreement does not obligate the City to purchase any items or to pay Organization for the services described in this Agreement. The parties to this Agreement shall not exchange between each other goods or services for monetary remuneration.

4. It is mutually agreed that:

- a. After accomplishing the development of a mass prophylaxis dispensing plan and after being successfully trained by the City on said plan implementation, Organization would be considered a Closed POD, which is defined as an entity that does not dispense medications to the "general public" but only Organization's employees and employees' immediate family members.
- b. It is understood that Organization's participation is completely voluntary. Organization may not be available to participate as a Closed POD during a public health emergency. Alternatively, the City may choose to not utilize Organization as a Closed POD during a public health emergency. If Organization is unavailable or if the City

chooses to not utilize Organization as a Closed POD during a public health emergency, Organization would not be considered a Closed POD. If Organization is not considered a Closed POD by the City, then Organization's employees and employees' family would be required to attend a public/open POD operated by the DPH and not be treated as or considered to be a Closed POD, despite the existence of this Agreement.

5. Term and Termination

This Agreement will remain in effect for a two-year period, to begin on the date first appearing above (the "Effective Date"), with the possibility to renew for an additional two-year term. Upon the expiration, this Agreement will continue on a month-to-month basis for a period not to exceed twelve months unless thirty (30) days written notice of termination or intention not to renew is given by either Party.

6. HIPAA

The confidentiality of each patient's protected health information will be maintained and secured as mandated by the Health Insurance Portability and Accountability Act (HIPAA).

7. General

- a. This Agreement will not supersede any laws, rules or policies of either party.
- b. **Independent Contractors.** Organization and the City are independent legal entities. Nothing in this Agreement shall be construed to create the relationship of employer and employee, or principal and agent, or any relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the terms of this Agreement. Neither Organization nor City nor any of their respective agents or employees shall control or have any right to control the activities of the other party in carrying out the terms of this Agreement.
- c. **Assignment.** Neither party may assign this Agreement without the prior written consent of the other party, and such consent will not be unreasonably withheld. No such consent will be required for assignment to an entity owned by or under common control with assignor or in connection with any acquisition of all of the assets or capital stock of a party; provided however, the assigning party will provide notice of such transaction to the other party and remain fully responsible for compliance with all of the terms of this Agreement.
- d. **Notices.** Any notice or demand required under this Agreement will be in writing; will be personally served or sent by certified mail, return receipt requested, postage prepaid, or by a recognized overnight carrier which provides proof of receipt; and will be sent to the addresses below. Either party may change the address to which notices are sent by sending written notice of such change of address to the other party.

CITY: City of El Paso
Attn: City Manager
P.O. Box 1890
El Paso, Texas 79950-1890

COPY TO: City of El Paso
Department of Public Health
Attention: Director
5115 El Paso Drive
El Paso, Texas 79905

ORGANIZATION: County of El Paso
ATTN: County Judge
Address: 500 E. San Antonio Ave., Room 301
El Paso, Texas 79901

ORGANIZATION: County of El Paso
ATTN: Chief Administrator
Address: 500 E. San Antonio Ave., Room 302 A
El Paso, Texas 79901

ORGANIZATION: County of El Paso
ATTN: Chief HR Officer
Address: 500 E. San Antonio Ave.
El Paso, Texas 79901

ORGANIZATION: County of El Paso
ATTN: Deputy HR Officer
Address: 500 E. San Antonio Ave.
El Paso, Texas 79901

- e. **Headings.** The headings of sections and subsections of this Agreement are for reference only and will not affect in any way the meaning or interpretation of this Agreement.
- f. **Governing Law, Jurisdiction, Venue.** This Agreement will be governed by and construed in accordance with the laws of the State of Texas, without regard to its principles of conflict of laws. Venue shall be located in El Paso County, Texas.
- g. **Compliance with Laws.** The parties agree that all services provided pursuant to this Agreement shall be performed in compliance with all applicable federal, state, and/or local rules and regulations. In the event that applicable federal, state or local laws and regulations or applicable accrediting body standards are modified, each party reserves the right to notify the other party in writing of any modifications to the Agreement in order to remain in compliance with such law, rule or regulation.
- h. **Severability.** In the event that one or more provision(s) of this Agreement is deemed invalid, unlawful and/or unenforceable, then only that provision will be omitted, and

will not affect the validity or enforceability of any other provision; the remaining provisions will be deemed to continue in full force and effect.

- i. **Entire Contract; Counterparts.** This Agreement constitutes the entire contract between City and Organization regarding the services to be provided hereunder. Any agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect. This Agreement may be executed in any number of counterparts, each of which will be deemed to be the original, but all of which shall constitute one and the same document. No amendments to this Agreement will be effective unless made in writing and signed by duly authorized representatives of both parties.

IN WITNESS WHEREOF, this Agreement has been executed by an authorized representative of each party.

(Signature pages follow)

Signature page for County of El Paso, Interlocal Agreement Regarding Mass
Prophylaxis Dispensing Closed Point of Dispensing
between the City of El Paso and County of Texas.

APPROVED this 22nd day of April, 2019.

ORGANIZATION:
County of El Paso, Texas

Ricardo A. Samaniego
Printed Name: Ricardo A. Samaniego
Title: County Judge

ATTEST:

Dalia Duenes
County Clerk

APPROVED AS TO FORM:

Erica Rosales
Assistant County Attorney
Erica Rosales

**Signature page for the City of El Paso, Interlocal Agreement Regarding Mass
Prophylaxis Dispensing Closed Point of Dispensing between the City of El Paso and the
County of El Paso, Texas.**

APPROVED this _____ day of _____, 2019.

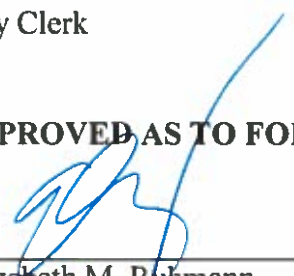
CITY OF EL PASO

Dee Margo
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Elizabeth M. Ruhmann
Assistant City Attorney

APPROVED AS TO CONTENT:



Robert Resendes, MBA, MT
Director, Department of Public Health

[ORGANIZATION'S SIGNATURE ON FOLLOWING PAGE]