

Memorandum of Agreement

between

Texas Department of State Health Services, Health Service Region 9/10

and Tom Green County, San Angelo, TX.

This Agreement (“Agreement”) is entered into between the Texas Department of State Health Services, Region 9/10 (“Department”) and “Facility Owner”. Facility Owner is as Tom Green County (“County”)

- Facility Owner is a unit of local government as defined by Government Code §791.003. The Department is an agency of the State of Texas organized under the Health and Safety Code. The Interlocal Cooperation Act, Government Code Chapter 791, governs this Agreement. This contract is governed by Government Code §421.062. The Facility Owner and Department are not responsible for any civil liability that may arise from the furnishing of a service under this contract.

The Department is granted the authority to enter into this contract by Health and Safety Code §§12.011 and 1001.071.

I. Purpose

The Department is required to plan, prepare for, and deploy for public health emergencies, which may result from natural or man-made causes. During such an emergency, the building which the Department is normally housed may become unusable and may require an alternate location to conduct normal operations. In addition to Public Health emergencies, utility failure, flooding, hazardous material spills, and similar incidents could lead to this type of situation. As such, the Department requires that a

Continuity of Operations Plan (COOP) be in place addressing these situations and establishment of alternate locations. Prior public health experience with relocations has shown that entities such as the Facility are well suited for this situation because: 1) there is easy vehicle access and parking; 2) and they have office space available; 3) and they have other necessary facilities such as electricity, water, phone service, internet connectivity, and restrooms.

The Department has concluded that the Facility possesses a facility or facilities that are qualified to serve as a COOP alternate location if necessary. The Facility Owner desires to be as helpful as possible in the event of a public health emergency, and agrees to make its facility known as the Tom Green County Government Annex (name, hereafter "Facility") 3052 N. Bryant, San Angelo, TX available for purposes of using the facility as a COOP alternate Department location, under the terms set out below.

II. Public Health Emergency

This agreement will go into effect only if:

- 1) The Commissioner of the Department or the Health Service Region 9/10 Regional Medical Director or Designee in the region in which the Facility is located, declares that an emergency relocation is necessary as a control measure for an unexpected incident at the normal Facility location; and
- 2) Normal activities at or use of the Facility are either not scheduled or are canceled or the Facility Owner agrees that the Department may use the facility for an alternate COOP location.

III. Obligations of the Department

- 1) The Department will supply or arrange for equipment, such as laptop computers, printers, and tables and chairs for incoming Department personnel if necessary.
- 2) The Department will supply or arrange for equipment and personnel necessary for staffing, and other tasks, except as described in section IV below.
- 3) The Department will be responsible for general cleanup of the occupied area at the Facility following its use for the emergency.
- 4) The Department may authorize use of the Facility by the local health authority or other governmental units involved in responding to the emergency

IV. Obligations of the Facility Owner

- 1) The Facility Owner is responsible for allowing the use of the Facility and all utilities (gas, electric, water, and telecommunications) normally associated with its use.
- 2) The Facility Owner is responsible for providing use of all rooms, fixtures, and equipment existing at the Facility that the Department regards as necessary for on site use during the period of the emergency.
- 3) The Facility Owner will provide at least one person on-site during the period of emergency use with access to the rooms, fixtures and equipment.
- 4) Unpaid volunteers from the employees of Facility Owner who agree to work under the direction of the Department or other governmental body have the liability protection described in Title 42 USC §§14501-14505, and Texas Government Code §421.061. A private individual performing duties in compliance with orders or instructions or the Department or a health authority

issued under Health and Safety Code Chapter 81 (“Communicable Disease Prevention and Control Act”) is exempt from liability as described in Health and Safety Code §81.007.

V. Required Provisions

“Technology Access Clause”: “The vendor expressly acknowledges that state funds may not be expended in connection with the purchase of an automated information system unless that system meets certain statutory requirements relating to accessibility by persons with visual impairments. Accordingly, the vendor represents and warrants to (name of state agency) that the technology provided to (name of state agency) for purchase is capable, either by virtue of features included within the technology or because it is readily adaptable by use with other technology, of:

- Providing equivalent access for effective use by both visual and non-visual means;
- Presenting information, including prompts used for interactive communications, in formats intended for non-visual use; and
- Being integrated into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired....”

For purposes of this paragraph, the phrase “equivalent access” means a substantially similar ability to communicate with or make use of the technology, either directly by features incorporated within the technology or by other reasonable means such as assistive devices or services which would constitute reasonable accommodations under the Americans with Disabilities Act or similar state or federal laws.

Examples of methods by which equivalent access may be provided include, but are not limited to, keyboard alternatives to mouse commands and other means of navigating graphical displays, and customize display appearance.

“Audit Clause”: (1) The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract; (2) acceptance of funds directly under the contract or indirectly through a subcontract under the contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds; and (3) and under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

“Antitrust clause”: Pursuant to 15 U.S.C.A. Sec. 1, et seq. and TEX. BUS. & COMM. CODE Section § 15.01, et seq. Contractor certifies that neither Contractor, nor anyone acting for the Contractor has violated the antitrust laws of this state or federal antitrust laws, nor communicated directly or indirectly regarding the bid made to any competitor or any other person engaged in such line of business for the purpose of substantially lessening competition in such line of business.

“Dispute Resolution” the dispute resolution process used by a unit of state government under Government Code Chapter 2260 must be used to resolve a dispute arising under the contract.

