AGREEMENT

THE STATE OF TEXAS

COUNTY OF Waller

THIS AGREEMENT is made and entered into by and between Waller County, Texas ("County"), acting by and through its governing body, and the Southeast Texas Regional Advisory Council (SETRAC) and their Catastrophic Medical Operations Center ("CMOC").

RECITALS:

As part of Waller County's disaster emergency planning and preparation, Waller County, desires to coordinate with the SETRAC/CMOC during a disaster drill, actual disaster or other public health emergency. Pursuant to this agreement, County will appoint a point person to serve in the capacity of a contact to the SETRAC/CMOC in the event of a disaster, whether natural or man-made. This agreement is a voluntary undertaking by Waller County.

The CMOC is a medical coordination, communication, and information center established by the Regional Healthcare Preparedness Coalition of SETRAC and allows for immediate determination of available resources at the time of a disaster or other public health emergency, and the SETRAC agrees to provide the framework for Waller County to participate and coordinate with the CMOC during a disaster or public health emergency.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Waller County and the Southeast Texas Regional Advisory Council agree as follows:

TERMS:

I. SCOPE OF SERVICE

A. SETRAC acknowledges its intent to provide the means for healthcare facilities/agencies to coordinate among themselves, as a unit within the National Incident Management System ("NIMS") structure, to integrate and partner with the Incident Commander, City/County Emergency Operations Centers ("EOCs"), local and state departments of health, and other appropriate agencies in the event of a disaster or other public health emergency. This coordination and collaboration is accomplished via the CMOC.

B. SETRAC shall:

1. Designate the CMOC location as 6922 Katy Road, Houston, TX 77024.

2. Provide Waller County with a copy of the CMOC basic plan.

3. Provide an assigned contact to partner with and assist in the coordination activities of the County contact assigned to work with CMOC.

4. Upon declaration of a disaster or public health emergency by the federal government, the Texas Commissioner of Health, the Texas Governor, the Waller County Judge, or upon request of a local Health Authority, or local Emergency Management authority, the SETRAC shall activate the CMOC and address the provisions of medical and EMS personnel, pharmaceuticals, supplies and equipment, ambulance resource and staging, provide assistance with emergency evacuation from an impacted facility, provide oversight to identify proper patient placement based on patient needs and the receiving facilities capability and capacity, or other matters directly and officially tasked to the CMOC within their scope and practice. CMOC will plan for and disseminate information related to aspects of the disaster/emergency to the County and City EOC and Health Authority as appropriate.

5. Each situation requiring CMOC activation is different, and needs will be evaluated in conjunction with the requesting agency/jurisdiction and the CMOC Operations Chief on call. CMOC follows the State of Texas Mutual Aid and is a signatory to the HGAC Regional MOA plan in that the first 12 hours of activation are considered mutual aid. Any continuous time thereafter is billable to the requesting jurisdiction in accordance with Texas Government Code 418.118; 418.1181.

6. Maintain documentation as appropriate through a web-based operations center, or other redundant systems as necessary.

7. Participate in preparedness meetings, called by Waller County, which relate to public health emergencies and where the input of the SETRAC would be appropriately needed (e.g. Hospital Planning Group, Coordination Council).

C. County shall:

1. Appoint a contact person to answer questions that SETRAC may have relating to this agreement.

2. County will maintain a line of successive contacts to coordinate with SETRAC in the event the primary contact person is unavailable.

1) Name: Brian Cantrell
Title: EMC
Off: 9798267785
Cell: 2812209160

2) Name: Dean Hensley
Title: Asst. EMC
Off: 979-826-7785
Cell: 281-733-1843

3) Name
Title
Off:
Cell:

3. County will participate with the regional planning efforts of SETRAC by attending either the Regional Healthcare Preparedness Coalition meetings or their respective "Corridor" meetings, participate in at least one CMOC drill per year, and maintain established communication links.

4. Communicate via the web-based emergency communication system information regarding preparedness, planning, response, and/or recovery efforts related to the disaster between the CMOC and the County/City Office of Emergency Management.

5. Participate in any necessary demobilization procedures and post-event debriefings.

6. Work with representatives for hospitals, public health, offices of emergency management, emergency medical services and others as needed, during the implementation or operations of the patient/individual tracking system provided.

II. TERMS OF THE AGREEMENT

The term of this Agreement is for two years from the date this Agreement is executed by both the Waller County Judge and the SETRAC unless sooner terminated by written agreement of the SETRAC and the County Judge. This Agreement shall automatically renew for successive two-year terms unless terminated. Either Party may cancel the Agreement by giving thirty days notice to the other Party.

III. NOTICE

Any notice required or permitted to be given to the SETRAC by County may be given by personal delivery, or certified mail, return receipt requested, postage pre-paid, addressed to:

Southeast Texas Regional Advisory Council
Chief Executive Officer
1111 N Loop W Suite 160
Houston, Texas 77008

Any notice permitted or required to be given to County by SETRAC may be given by personal delivery, or certified mail, return receipt requested, postage pre-paid, addressed to:

Waller County
425 FM 1488, # 106
Hempstead , Texas 77445
Attention: County Judge Duhon

With a copy to:

Waller County Office of Emergency Management
425 FM 1488, # 106
Hempstead , Texas 77445
Attention: Brian Cantrell

Waller County Health and Human Services
N/A (Texas State Health Department
, Texas
Attention:

Either Party may change its address by giving notice to the other Party in writing. Any notice mailed by certified United States mail, return-receipt requested, shall be deemed given upon deposit in the United States mail.

IV. LIMITATIONS

Prior to execution of this Agreement, Waller County has advised the SETRAC and the SETRAC clearly understands and agrees, such being of the absolute essence of this Agreement, that Waller County has certified no funds under this Agreement and SETRAC shall have no cause of action whatsoever for money against Waller County arising out of or in relation to this Agreement.

V. INDEPENDENT CONTRACTOR

The relationship of the SETRAC to County is that of an independent contractor and that nothing contained in this Agreement shall be construed to place County and SETRAC in the relationship of principal and agent, master and servant, partners, or joint venturers.

VI. ENTIRE AGREEMENT

This instrument constitutes the entire Agreement between the Parties relating to rights granted and obligations assumed. Any oral representations or modifications concerning the Agreement are of no force or effect except a subsequent written amendment signed by the Parties.

VII. GOVERNING LAW AND VENUE

This Agreement is governed in all respects by the laws and Constitution of the State of Texas. Exclusive venue is Harris County, Texas.

VIII. DISCLOSURE OF EMAIL ADDRESSES

The SETRAC affirmatively consents to the disclosure of its e-mail addresses that are provided to County. This consent is intended to comply with the Public Information Act, Section 552.137 of the Government Code and shall survive the termination of this Agreement. This consent shall apply to e-mail addresses provided by SETRAC and agents acting on behalf of SETRAC and shall apply to any e-mail address provided in any form for any reason related to this Agreement.

IN WITNESS WHEREOF, this instrument has been executed on behalf of Waller County by a duly authorized representative of Waller County, and on behalf of the Southeast Texas Regional Advisory Council by a duly authorized representative of the Southeast Texas Regional Advisory Council. This Agreement shall be of no force or effect until signed by the presiding elected County Judge.

APPROVED:

By: _____ Date: _____

Carbett "Trey" J. Duhon III

County Judge

Waller _____ County

By: _____ Date: _____

Lori Upton

Chief Executive Officer

Southeast Texas Regional Advisory Council