

MEMORANDUM OF AGREEMENT
BETWEEN
BRAZORIA COUNTY HEALTH DEPARTMENT AND
DOW CHEMICAL

This agreement is entered into by and between the Brazoria County Health Department (hereinafter referred to as the BCHD), and The DOW Chemical Company (hereinafter referred to as DOW). This agreement shall begin on the date the Agreement has been signed by both parties, whichever is later.

RECITALS

WHEREAS, the Centers for Disease Control and Prevention (CDC) has established the Cities Readiness Initiative program to assist certain Metropolitan Statistical Areas (MSA) in the event of a catastrophic biological incident and

WHEREAS, the CDC, through the Texas Department of Health, will provide the Strategic National Stockpile (SNS), which includes medications and medical supplies, to the Brazoria County Health Department (BCHD); and

WHEREAS, the BCHD approves the transfer of a pre-determined quantity of the aforementioned medication to DOW; and

WHEREAS, the BCHD wishes to collaborate with DOW to enhance its ability to respond to a catastrophic biological incident or other communicable threat of epidemic proportion.

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

I. PURPOSE

- A. This agreement delineates responsibility of the BCHD and DOW for activities related to the prophylaxis of DOW's employees, tenants, contractors and their immediate family members under the Cities Readiness Initiative in the event of a catastrophic biological incident or other communicable threat of epidemic proportion.

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- B. This Agreement serves as the Scope of Work between DOW and the BCHD.

II.SCOPE

- A. The provisions of this Agreement apply to activities to be performed at the request of the BCHD in conjunction with the implementation of the Cities Readiness Initiative Response Plan, an appendix to the BCHD Emergency Operations Plan.
- B. No provision in this Agreement limits the activities of the BCHD in performing local and state functions.

III. DEFINITIONS

- A. Cities Readiness Initiative (CRI). A CDC program providing direct assistance to specific densely populated areas (known as Metropolitan Statistical Areas) to build the response capacity needed to prophylaxis 100 percent of their populations within a 48-hour period in the event of a catastrophic public health emergency.
- B. Logistical Staging Area (LSA). A temporary facility that receives, breaks down, and processes the SNS push pack for redistribution.
- C. Prophylaxis. Measures designed to prevent the occurrence of disease or its dissemination. For the purposes of this Agreement it shall refer to the distribution of oral medications.
- D. Strategic National Stockpile (SNS). A national repository of antibiotics, chemical antidotes, Antitoxins, life support medications and medical supplies, managed by the CDC, that can be delivered anywhere in the United States within 12 hours of the decision to deploy.

IV. BRAZORIA COUNTY HEALTH DEPARTMENT SHALL BE RESPONSIBLE FOR:

- A. Giving DOW as much advance notice as is feasible of the decision to deploy the SNS.
- B. Requesting that DOW provide a definitive number of employees on its payroll and at the time of request of the SNS. The employee number will be multiplied by 4 (four) to arrive at a total number that includes immediate family members of employees.

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- C. Receiving a portion of the SNS shipment at a pre-designated secondary LSA location,
- D. Providing DOW Emergency Services with patient registration forms and informational material to be used in the event of a catastrophic public health emergency requiring mass prophylaxis.

V. DOW SHALL BE RESPONSIBLE FOR:

- A. If necessary, receiving and transporting its allotment of medication from the BCHD 'Business POD' to its own facility(s). Designated drivers must present the identification badges specified in section V, paragraph F.
- B. Registering its employees and their immediate family members prior to the dispensing of medication and distributing educational information using forms and other materials provided by the BCHD,
- C. The prophylaxis of its staff and their immediate family members using the medication provided by the BCHD.
- D. Returning any unused medications and completed registration forms to a location designated by the BCHD.
- E. Contacting the BCHD if any additional forms and/or medications are required.
- F. Providing picture IDs for the person(s) designated by DOW to pick up the medication from the pre-designated 'Business POD' location.

VI. CONDITIONS, AMENDMENTS, AND TERMINATION

- A. DOW will not illegally discriminate against any employee or applicant for employment on the grounds of race, color, religion, sex, age, or national origin in fulfilling any and all obligations under this Agreement.
- B. In performance of this Agreement, it is agreed between the parties that DOW is an independent entity and not an employee, agent or representative of the BCHD.

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- C. Any provision of this Agreement later found to be in conflict with Federal law or regulation, or invalidated by a court of competent jurisdiction, shall be considered inoperable and/or superseded by that law or regulation. Any provision found inoperable is severable from this Agreement, and the remainder of the Agreement shall remain in full force and effect.
- D. This Agreement may be modified or amended only with the written agreement of each of the parties.
- E. This Agreement shall remain in effect for the next five years and expire on the anniversary date of this document or officially terminated by either party,
- F. This Agreement may be terminated by either party without cause upon no less than thirty (30) calendar days written notice, unless a lesser time is mutually agreed upon in writing by both parties. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery.
- G. This Agreement contains all the terms and conditions agreed upon by the parties. There are no provisions, terms, conditions, or obligations other than those contained herein.
- H. This Agreement shall be considered the full and complete agreement between the undersigned parties, and shall supersede any prior Memorandum of Agreement between the parties, written or oral, except for any executory obligations that have not been fulfilled.
- I. This Agreement may be executed in several parts, each of which shall be considered a valid Agreement, provided that each of the parties to the Agreement has executed at least one (1) original copy of the Agreement and has transmitted copy of the signature page hereof to the other parties,
- J. As of the date of this Memorandum of Agreement, DOW has approximately 15,000 employees, tenants, contingent staff, and contractors on site.

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IN WITNESS WHEREOF, the parties have executed this Agreement effective upon the date set forth below

The Dow Chemical Company

2301 N. Brazosport Blvd., B-120

Freeport, Texas 77541

By: _____

Title: Gulf Coast Vice President of Operations

Date: 12/13/23_____

Brazoria County Health Department

434 E. Mulberry

Angleton, Texas 77515

By: _____

Title: _____

Date: _____

BCHD CONTACT INFORMATION:

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cathys@brazoriacountytx.gov

(Vacant)

Public Health Emergency Preparedness Program Manager
1524 E. Mulberry, Ste. 185
Angleton, TX 77515
Office: 979-864-1938
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Fax: 979-864-3694

DOW CONTACT INFORMATION

Name: Denise Delaune
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DOW CONTACT INFORMATION

Name: Michael Petty
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