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**MEMORANDUM OF UNDERSTANDING ("MOU") BETWEEN
BRAZOS COUNTY ("BRAZOS COUNTY") AND ST. JOSEPH
REGIONAL HEALTH CENTER D/B/A CHI ST. JOSEPH HEALTH
REGIONAL ("ST. JOSEPH")
REGARDING COVID-19 REGIONAL INFUSION CENTER**

WHEREAS, St. Joseph Regional Health Center d/b/a/ CHI St. Joseph Health Regional Hospital ("St. Joseph") possesses quantities of Covid-19 infusion monoclonal antibodies which must be dispensed to the general public, but lacks sufficient staff to operate a mass regional infusion center without additional resources, including personnel; and

WHEREAS, Brazos County wishes to collaborate with St. Joseph to ensure the success of St. Joseph Covid infusion services and open a Regional Infusion Center in College Station, Texas in response to the Covid-19 Pandemic which has taken over 700,000 lives in the United States, as such assistance benefits not only the greater Bryan/ College Station community but also residents of Brazos County and; and

WHEREAS, the Texas Department of Emergency Management ("TDEM") is ready, willing and able, alone and/or in conjunction with its contracted agents, to act as Brazos County's Designee ("Designee") to provide infusion services to the public and can make available all necessary and qualified public safety public health personnel to help St. Joseph implement an infusion center pursuant to the terms of this MOU and as set out in Exhibit "A"; and

WHEREAS, Brazos County agrees to be a party to this MOU with the understanding that TDEM or its contracted agents will provide infusion services to the public and meet all other agreed obligations as set out in Exhibit "A" on behalf of the County as evidenced in Exhibit "C", not including any ancillary costs associated with the infusion center location or facility services that the County contracts with St. Joseph to provide, as witnessed in Exhibit "A" in this agreement.

WHEREAS, St Joseph understands and agrees that Brazos County enters into this agreement with the understanding that any obligations set forth in this agreement other than reimbursement of any ancillary costs associated with the infusion center are to be conducted by Brazos County's Designee, TDEM and/or TDEM's contracted agents.

WHEREAS, in order to aid St. Joseph efforts in sponsoring the regional infusion center, Brazos County, through its designee, will be responsible for the following items: providing internet network to the infusion center, comfort station, traffic control and supplying traffic cones, supplying personnel for infusion administration; and as listed on the Exhibit "A", attached. St. Joseph will be provide telecom, electricity, utilities, non-durable medical supplies, IV pumps, biohazard waste management, maintenance, tables/ chairs and portable building necessary to stage the infusion center and day use of the facility which is located at 4411 Highway 6, College Station, TX 77045.

NOW THEREFORE, this MOU is entered between Brazos County and St. Joseph (collectively referred to as "Parties") to allow for the expeditious use of resources to help provide infusion services for the general public during this Pandemic.

I. Purpose

The Parties agree that it is of utmost importance to ensure the safety, health and well-being of residents of Brazos County and that providing monoclonal antibody infusion services is in the public's interest and any assistance that Brazos County can provide in the way of services and reimbursement of infusion costs to St. Joseph serves a Public Purpose of maintaining Public Health.

II. Enactment of this MOU

Brazos County and St. Joseph have decided to enter this MOU to facilitate the use of Brazos County, St. Joseph and TDEM resources in an expeditious manner to deliver infusion of monoclonal antibodies for treatment of COVID positive patients who have currently contracted Covid-19. This agreement is effective upon approval and final execution of all parties, which shall be no earlier than Tuesday October 5, 2021.

III. Obligations of St. Joseph

- a. St. Joseph will provide Brazos County with at least one day's minimum advanced notice of the date to commence services.
- b. St. Joseph will comply with all applicable laws and regulations for identifying, storing, securing; organizing, packaging; distributing, (including dispensing and handling the medical material), including but not limited to confidential patient information.
- c. St. Joseph will supply or arrange for use of St. Joseph's facility for the staging of the infusion center, all non-durable medical goods, IV pumps, and all necessary PPE. St. Joseph will provide for use of the facility, hazardous waste disposal, on-site, telecom services and utilities as set forth in the Facility Terms and Conditions attached as Exhibit B.
- d. **ST JOSEPH AGREES TO INDEMNIFY; DEFEND AND HOLD HARMLESS BRAZOS COUNTY FROM ANY AND ALL LOSSES, DAMAGES, EXPENSES OR OTHER LIABILITIES, INCLUDING BUT NOT LIMITED TO ATTORNEY FEES, COURT COSTS, AND OTHER COST OF DEFENSE AS THEY ACCRUE, ARISING FROM OR IN ANY WAY RELATED TO NEGLIGENCE OR FAILURE ON THE PART OF ST. JOSEPH, ITS CONTRACTORS OR REPRESENTATIVES TO PERFORM A FUNCTION OF DUTY IN CARRYING OUT THE PROVISIONS OF THIS MOU.**

TO THE EXTENT ALLOWED BY LAW, BRAZOS COUNTY AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS ST. JOSEPH FROM ANY AND ALL LOSSES, DAMAGES, EXPENSES OR OTHER LIABILITIES, INCLUDING BUT NOT LIMITED TO ATTORNEY FEES, COURT COSTS, AND OTHER COST OF DEFENSE AS THEY ACCRUE, ARISING FROM OR IN ANY WAY RELATED TO NEGLIGENCE OR FAILURE ON THE PART OF OEM, ITS CONTRACTORS OR REPRESENTATIVES TO PERFORM A FUNCTION OF DUTY IN CARRYING OUT THE PROVISIONS OF THIS MOU.

IV. Obligations of the Brazos County

St Joseph understands and agrees that Brazos County enters into this agreement with the understanding that any obligations set forth in this agreement including but not limited to those listed in this paragraph or Schedule "A" other than reimbursement of any ancillary costs associated with the infusion center are to

be conducted by Brazos County's Designee, TDEM and/or TDEM's contracted agents as evidenced by Exhibit "C", which is a State of Texas Assistance Request made by Brazos County Emergency Management on September 24, 2021 for the purpose of setting up a Regional Infusion Center with St. Joseph. Any failure of Brazos County or its Designee and or TDEM's contracted agents to perform any of the obligations set forth in this agreement, except for the reimbursement of any ancillary costs associated with infusion process, shall not make Brazos County contractually liable or otherwise liable for any damages.

- a. Designee is responsible for providing, collecting and maintaining all vaccination records, including, but not limited to, infusion information sheets, and consent forms. Designee is responsible for inputting patient information that is required for submitting by law.
- b. Designee is responsible for the daily oversight and day to day operational logistics of the infusion center, including but not limited to, patient scheduling, registration, infusion administration, staffing and management of staff, supply and facility procurement and community communication. Additional responsibilities outlined in Exhibit "A".
- c. Designee will provide the software necessary to schedule and register patients for the infusion center through a 3rd party and will be responsible for the management and operations of this software.
- d. Designee is responsible for issuing medical records to patients after the closure of the regional infusion center, when requested by patient.
- e. Upon closure of this regional infusion center, Designee will be responsible for ensuring a smooth transition of the end of the services to the community and be responsible for the communication plan to the community regarding same.
- f. Administration of the infusion center will be solely conducted by the Designee's personnel.

V. Severability

In the event that any provision of this MOU shall be held to be invalid, illegal or unenforceable, the validity; legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

VI. Venue and Choice of Law

This Agreement has been made under and shall be governed by the laws of the State of Texas. Performance and all matters related thereto shall be in Brazos County, Texas, United States of America, and venue shall be in any court having jurisdiction in Brazos County.

VII. Conditions of Termination

Either party may terminate this MOU without cause upon delivery of prior written notice to the other party at least ten (10) days before the effective date of such withdrawal. Either party may immediately terminate upon written notice to the other party if circumstances arise that make it impossible for the terminating party to carry out its responsibilities under this MOU.

VIII. General Terms and Conditions

- a. This MOU represents the complete agreement between the parties and may only be amended in writing signed by both parties.
- b. This agreement is effective no earlier than October 5, 2021, through November 5, 2021; unless either party terminates this agreement by providing ten (10) days written notice to the other party of their intent to terminate. This Agreement may be extended on a month to month basis, with written agreement by both parties to extend under these terms.
- c. The parties shall comply with all applicable federal and state laws and regulations in the performance of their responsibilities under this MOU.
- d. Any notice, request, demand or other communication required to be given or made in collection with this MOU shall be in (i.) writing, delivered or sent by hand delivery as evidenced by a signed, dated receipt, or (ii.) postage prepaid via certified mail, return receipt requested, or (iii.) overnight delivery via a nationally recognized courier service, and effective upon receipt by the individuals identified in Section IX below.
- e. It is specifically understood and agreed that nothing herein shall be construed to create a joint venture, partnership, agency, or similar relationship.

VIII. Contacts

The Parties agree to appoint the following individuals as direct contacts for the implementation of services as designated below:

If to Hospital: CHI St. Joseph Health Regional Hospital
2801 Franciscan Drive
Bryan, TX 77802
Attn: President/ CEO

With a copy to: CHI St. Joseph Health
Office of the General Counsel
6624 Fannin Street, Suite 1170
Houston, Texas 77030

Brazos County: Brazos County Judge's Office
200 South Texas Ave. Suite 329
Bryan, TX 77803

IX. Authority

The persons executing this MOU on behalf of their respective entity hereby represents and warrants that they have the power, right and legal capacity and appropriate authority to enter into this MOU on behalf of the entity for which they sign.

Brazos County

Duane Peters, County Judge

Date: _____

CHI St. Joseph Health Regional Hospital

Theron Park
President/ CEO

Date: _____

INFUSION CENTER MOU- EXHIBIT A

CHI St. Joseph Health Regional Hospital/ Brazos County Responsibilities Matrix

Services	Responsible party	Notes
Electricity and Utilities	St. Joseph	See Facility Terms and Conditions
Network	Designee	See Facility Terms and Conditions
IT Hardware	Designee	See Facility Terms and Conditions
Comfort Stations, Tables and Chairs	Designee	
Medical Supplies;(limited to the infusion supplies, IV pumps, non-durable medical goods, PPE, and limited syringes, needles, and band aids).	St. Joseph	Limited supplies provided by St. Joseph Regional Hospital
Hazardous Waste Disposal	St. Joseph	Extending contract with Stericycle to infusion center for collections
Management Services	Designee	County appoints incident commander to oversee daily operations
Infusion Administrators	Designee	OEM provides volunteers for vaccine administration.
Registration Staff	Designee	
Use of Facility	St. Joseph	See Facility Terms and Conditions
Signage	Designee	See Facility Terms and Conditions
Medical Record and Clinical Documentation	Designee	County supplying medical record for clinical documentation and will provide necessary clinical documentation

INFUSION CENTER MOU - EXHIBIT B

FACILITY TERMS AND CONDITIONS

1. Use of Facility.

(A) Upon the terms and subject to the conditions set forth in the MOU and these Facility Terms and Conditions, St. Joseph grants Brazos County the right to use approximately 5,279 square feet (the “Infusion Site”), at the building (the “Building”) located at 4411 Highway 6, College Station, Texas (the “Property”), as depicted below. Brazos County shall have the general non-exclusive right, in common with others, to use the common areas of the Property, including vehicle parking areas. Brazos County must comply with St. Joseph’s reasonable rules and regulations for use of the Building or the common areas of the Building or Property.

(B) During the term of the MOU (the “Term”), Brazos County may use the Infusion Site for (i) an infusion clinic for monoclonal antibodies related to the COVID-19 pandemic and (ii) related, ancillary purposes, including, without limitation, screening, triage, treatment, and administration (collectively, the “Permitted Use”). Brazos County accepts the Infusion Site in “AS-IS” condition. St. Joseph acknowledges that Brazos County has designated the use of the Infusion Site to the Texas Department of Emergency Management and/or their contracted Agents; and it is the intent of Brazos County that they comply with the terms and conditions of the MOU and these Facility Terms and Conditions.

(C) Brazos County acknowledges that the Infusion Site will not be open to the public and will restrict access to the Infusion Site to Brazos County’s personnel and patients. Brazos County shall have the right to install temporary directional signage at the Property (including, without limitation, directional signs in the parking area and the Building) not affixed to the Building or Property, subject to (i) St. Joseph’s approval of same (such approval not be unreasonably withheld, conditioned, or delayed) and (ii) applicable laws. Brazos County will direct all personnel and patients to park at the rear of the building and access the Infusion Site from the entrance designated by St. Joseph.

2. Utilities, Services, and Parking.

(A) St. Joseph shall furnish the Infusion Site with reasonable amounts of electricity, water, sewer, heat, and air conditioning. St. Joseph shall furnish the common areas with reasonable amounts of electricity, water, heat, air conditioning and other utilities which are necessary and appropriate for the use thereof, including, without limitation, adequate lighting of parking areas. St. Joseph will provide security for the Building and Property consistent with St. Joseph’s customary practices.

(B) Brazos County may not access St. Joseph’s data network or internet service, and St. Joseph will not provide Brazos County with internet or data service. Brazos County will supply its own internet and data services and any additional telecom services; provided that such services shall not unreasonably interfere with St. Joseph’s continued use of its internet, data, and telecom services. St. Joseph shall have no financial or other responsibility in connection with such services and utilities arranged for by Brazos County.

(C) St. Joseph shall arrange for the provision of the following services and utilities for the Infusion Site: (i) a telephone number for the Infusion site, accessible from a reasonable number of telephones located at the Infusion Site; (ii) janitorial services; and (iii) waste disposal services for waste generated at the Infusion Site, including, but not limited to appropriate waste disposal services by a licensed medical waste hauler for disposal of any medical waste generated for the Permitted Use. Brazos County may use waste disposal facilities located on the Property, and, if such facilities are not adequate for Brazos County operations, Brazos County may install moveable dumpsters, subject to St. Joseph’s prior approval, such

approval not to be unreasonably withheld, conditioned, or delayed.

(D) Brazos County shall have the general non-exclusive right, in common with others, to use the parking areas at the Property.

3. Maintenance and Alterations.

(A) Subject to Section 3(B) below, at all times during the Term, Brazos County shall be responsible for the maintenance and repair of the non-structural interior portions of the Infusion Site to at least the condition delivered as of the start of the Term.

(B) Subject to Section 3(A) above, St. Joseph shall be responsible for maintaining the Property, the common areas and parking areas, the structural portions of the Infusion Site, and all building systems in accordance with St. Joseph's customary maintenance practices for the building.

(C) Brazos County shall make no alterations, decorations, additions or improvements in or to the Infusion Site or the Property without the prior written consent of St. Joseph, except that Brazos County may make non-structural cosmetic alterations within the Infusion Site without St. Joseph's consent to the extent required for the Permitted Use.

(D) If Brazos County desires to install temporary barriers outside of the Infusion Site to enforce isolation or prevent unauthorized access to the Infusion Site, such barriers shall be subject to St. Joseph's prior written approval, which approval may not be unreasonably withheld, conditioned, or delayed.

4. Insurance.

(A) Brazos County shall, at its sole cost and expense, maintain a policy or policies of insurance which, provide commercial general liability insurance coverage against claims for bodily injury, personal injury, death and property damage occurring upon, on or about the Infusion Site., with limits of not less than \$2,000,000.00 per occurrence. County shall maintain worker's compensation insurance required by law and employer's liability insurance with not less than a \$500,000.00 limit. It is further agreed that a certificate of such commercial general liability insurance and worker's compensation coverage and the original new, renewal or replacement insurance policies providing such coverage shall be delivered to St. Joseph by County OEM within thirty (30) days following written request of St. Joseph. St. Joseph shall be listed as additional insured on such liability policies and such liability policies and Brazos County's worker's compensation coverage shall contain waiver of subrogation endorsements in favor of St. Joseph. County OEM's liability insurance shall state that County OEM's liability insurance shall be primary with respect to the Infusion Site.

(B) Brazos County shall purchase and maintain, or cause its vendor to purchase and maintain, at all times during the Term a policy of fire, extended coverage and vandalism and malicious mischief (or "all risk") insurance coverage on all furniture, fixtures, machinery merchandise, trade fixtures and other personal property placed at or in the Infusion Site by or on behalf of County.

(C) St. Joseph shall, at its own cost and expense, maintain in effect insurance (including property insurance) in the types and amounts carried by St. Joseph's in its customary operations at the Property.

5. Waiver of Subrogation. Notwithstanding any provision of these Facility Terms and Conditions to the contrary, St. Joseph and Brazos County each hereby agrees that the other shall not be liable for, and each hereby releases and relieves the other (and any of its contractors, agents, and employees) from, and waives its entire right of recovery against the other (and any of its contractors, agents, and employees) for, loss or damage arising out of or incident to the perils insured against and covered under property insurance policies described above, whether or not such policies are actually in force at the time of any such damage, injury or loss.

Exhibit

“C”

State of Texas Assistance Request (Live)

Requestor Information

Request No: 13-259561 (BRIO)
Requestor Name: MeadeMichele5545
Requestor Position: Brazos County EMC
Requestor Phone i: 979-821-1011
Requestor Emali: mmeade@brazoscountytexas.gov
Requestor Signature: Michele Bailey•Meede
Initial Request Date: 9/24/2021 15:10:55
Incident Name: 20-0003 nCoV 2020
Requesting Entity: Brazos

Item/Mission Description

Item/Mission: Regional Infusion Center
Qty: 1
Unit: Each
When Needed? 09/24/2021 3:00 PM
For How Long Demob Item (30 Days)
Mission Description: Regional Infusion Center • 15 chair. to include staffing. Vendor will supply 10 arm chairs, St. Joseph's Hospital to supply all other needed supplies, equipment. and brick & mortar facility. Days of operation will be Monday through Saturday 7 a.m. to 7 p.m.
Purpose of Request: To increase infusion capabilities in the Region.
File Attachment:

Delivery Address

Destination: St. Joseph Urgent Care
4421 State Hwy. 6 S.
College Station , TX • 77845
-96.25942800000001 130.56298099999999

Point of Contact: Billy Rice
979-587-0385
wiltiam.rice@commonspirit.org

Responsible Party/Following

Responsible Party: Brazos County EMC
Following: Brazos County EMC

Routing Notes

Notes:
Cancelled/ Not
Filled Notes:

Request Status

Request Level: [Submitted to PDC](#)
Request Status: B.Q.N!.i.n.g

DDC Authorizing Section

Signature:
Date I Time:
Comments:



