



UNITED INDEPENDENT SCHOOL DISTRICT AGENDA ACTION ITEM

TOPIC: Approval of Memorandum of Understanding Between the United Independent School District and the City of Laredo Concerning UISD School Nurses Assisting with City Vaccination Drives

SUBMITTED BY: Gloria S. Rendon, Deputy Superintendent for Administration

OF: Office of the Superintendent

APPROVED FOR TRANSMITTAL TO SCHOOL BOARD: _____

DATE ASSIGNED FOR BOARD CONSIDERATION: January 28, 2021

Recommendation:

Rationale:

Budgetary Information:

Board Policy Reference and Compliance:

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE UNITED INDEPENDENT SCHOOL DISTRICT
AND
THE CITY OF LAREDO
CONCERNING
UISD SCHOOL NURSES ASSISTING WITH CITY VACCINATION DRIVES**

This Memorandum of Understanding (“MOU”) is entered into among and between the United Independent School District (“UISD”), a political subdivision of the State of Texas, acting through its Board of Trustees, and the City of Laredo (“City”), a corporate body politic, acting through its City Council, for the collaboration with the process of vaccinating the public against the COVID-19 virus in response to the COVID-19 pandemic currently affecting the City.

WHEREAS, to date there have been more than 30,000 residents of the City who have tested positive for COVID-19 and more than 500 deaths in the City due to COVID-19, and mass vaccinations of the City’s population are imperative to address the growing COVID-19 pandemic effect on the City;

WHEREAS, UISD and the City wish to cooperate in facilitating the distribution of COVID-19 vaccinations based on available COVID-19 vaccine supplies in collaboration with the City’s Public Health Department at sites to be determined by the City and for the foreseeable future;

WHEREAS, the City is authorized to permit UISD school nurses to assist with the City’s coordination of mass vaccination distributions and vaccination drives, otherwise referred to as vaccine-dispensing operations, as available, as part of the City’s response to the COVID-19 pandemic; and

WHEREAS, the parties mutually desire to reach an understanding, through this MOU, under which UISD school nurses are made available to the City for the aforesaid use.

NOW, THEREFORE, in consideration of the mutual covenants, obligations, and benefits hereunder, UISD and the City do hereby agree as follows:

- 1. Liability.** The United States Department of Health and Human Services, by means of the Public Readiness and Emergency Preparedness (PREP) Act of 2008, grants governmental program planners (and other “Covered Persons” as described below) liability protection to administer covered medical countermeasures including (but not limited to) vaccines, antimicrobials/antibiotics, and antitoxins for pre-exposure and post-exposure prevention and treatment. Such countermeasures are further defined as those

which the Secretary of the Department of Health and Human Services identifies as serving as “a priority to diagnose, mitigate, prevent or treat harm from any biological, chemical, radiological, or nuclear agent identified as a material threat...or to diagnose, mitigate, prevent, or treat harm from a condition that may result in adverse health consequences or death and may be caused by administering a drug, biological product, or device against such an agent; and is determined by the Secretary of Health and Human Services to be a necessary countermeasure to protect public health.” The PREP Act extends liability protection to “Covered Persons,” further defined by the terms “manufacturer”, “distributor”, “program planner”, and “qualified person”. By the means of emergency declaration by the Secretary of the Department of Health and Human Services, the term “qualified person” can be extended to include volunteers dispensing medical countermeasures on behalf of their local health department.

Further, TO THE EXTENT AUTHORIZED BY THE TEXAS CONSTITUTION AND LAWS OF THE STATE OF TEXAS, THE PARTIES MUTUALLY AGREE TO INDEMNIFY EACH OTHER AGAINST AND FOR ANY LIABILITY, CLAIMS, CAUSES OF ACTION, LOSSES, AND/OR DAMAGES, INCLUDING BODILY INJURY, DEATH, AND/OR PROPERTY DAMAGE, ARISING FROM OR RELATED TO OBLIGATIONS AND RELIEF EFFORTS CONTEMPLATED HEREUNDER.

This provision will survive termination of this MOU. Further, it is expressly understood and agreed that neither UISD or the City waive, nor shall be deemed to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions.

- 2. UISD Responsibilities.** Under this MOU, UISD agrees as follows:
 - a. UISD school nurses shall be available to receive and dispense available vaccines according to the City’s directives and direction at locations to be determined by the City in advance;
 - b. UISD school nurses shall dispense covered vaccines to members of the public served at the City’s vaccine drives and/or City’s vaccine locations;
 - c. UISD school nurses shall dispense covered vaccines in accordance with guidance provided by the City of Laredo Health Department, the City of Laredo Health Authority, and the Centers for Disease Control (“CDC”) as applicable;
 - d. UISD school nurses shall be trained and educated as necessary in order to provide covered vaccines pursuant to this MOU;
 - e. UISD shall designate a staff representative to serve as a point of contact with the City to effectuate the purpose of this MOU;

- f. UISD school nurses shall cooperate with the City as necessary to maintain accurate records of inventory received, dispense and remaining post-dispensing operations, and to provide the City with this information within the City-provided timeframe;
- g. UISD shall ensure the safe return of unused vaccines to the City after vaccine-dispensing operations have concluded within the City-provided timeframe; and
- h. UISD school nurses may provide feedback and reports to the City to identify areas of success and improvement as related to the vaccine-dispensing operations.

3. City Responsibilities. Under this MOU, the City agrees as follows:

- a. UISD school nurses shall be provided with any training or education required to effectuate the vaccine-dispensing operations;
- b. PREP Act liability protection applies to these volunteer vaccine-dispensing operations that UISD school nurses will be assisting the City with;
- c. Appropriate standing orders and medical protocols are in place to authorize UISD to provide school nurses to assist with the City's vaccine-dispensing operations;
- d. Appropriate pre-event planning guidance shall be provided to UISD's school nurses prior to any vaccine-dispensing operation where UISD school nurses are serving in a volunteer capacity pursuant to this MOU;
- e. Points of contact shall be provided to UISD school nurses so that contact can quickly be made in the event of a medical emergency during a vaccine-dispensing operation;
- f. Fact sheets, medical screening form, and any additional documents required to be handed to members of the public receiving the vaccines shall be provided by the City;
- g. Consultation and assistance shall be provided to UISD school nurses during these operations as necessary;
- h. Sufficient supplies of vaccines shall be provided to ensure that vaccine-dispensing operations are completed as scheduled by the City;
- i. All documents collected by UISD school nurses as part of these operations shall be process and collected by the City after the end of each day's vaccine-dispensing operation; and
- j. Representative(s) of the City Health Department shall be available to consult with UISD representative(s) as necessary following vaccine-dispensing operations.

4. UISD and City Mutual Agreements. UISD and the City mutually agree as follows:

- a. When UISD school nurses dispense of vaccines under this MOU and at vaccine-dispensing operations scheduled by the City, they are doing so in accordance with this MOU and on behalf of the City;
- b. Confidentiality of patients, patient information, and all protected health data will be maintained in accordance with all applicable laws and regulations, including but not limited to the Health Insurance Portability and Accountability Act (“HIPAA”);
- c. UISD school nurses shall dispense vaccines to individuals identified by the City;
- d. The City shall have the sole and exclusive authority to determine activation and implementation of operations under this MOU and UISD retains the right to decline activation of its school nurses at any time and for any reason or no reason;
- e. There shall be no preferential treatment of any individuals receiving vaccines under this MOU relative to the general population of the City of Laredo or County of Webb;
- f. This Agreement will not supersede any laws, rules, or policies of either UISD or the City;
- g. Each party shall be responsible for any injuries or damages that may arise from any intentional action or omission of a party or its personnel acting under this Agreement; and
- h. The activities and operations to be conducted under this MOU are emergency response activities consistent with all public health orders issued by the City to address the COVID-19 pandemic and consistent with the PREP Act, and the liability protections offered by the PREP Act are applicable to the parties, the officials, employees, and agents of the parties, the purposes of this agreement, the medical countermeasures to be administered under this agreement, and all activities described throughout this agreement.

5. Term of Agreement and Termination. This MOU will initially cover a term of twelve (12) months beginning on the date of last signature below, and may be extended by the parties upon the execution of a new MOU or addendum to this MOU signed by both parties.

This MOU may be amended at any time by mutual agreement of the parties and may be terminated by either party for any reason or no reason upon 30 days’ written notice to the other party.

6. Notices. All notices and correspondence which may be necessary for one party to give the other party shall be addressed as follows and mailed to the other party by certified mail (return receipt requested), a recorded delivery service, or by other means of delivery requiring a signed receipt:

a. **To City:**

City of Laredo Health Department
Attn: Health Director
P.O. Box 2337
Laredo, TX 78044-2337

b. **To UISD:**

United Independent School District
Attn: Superintendent of Schools
201 Lindenwood
Laredo, TX 78045

All notices shall be effective upon receipt.

7. **Choice of Laws and Venue.** This MOU shall be interpreted according to the laws of the state of Texas. Any actions, lawsuits, or claims that may arise based on this MOU shall be brought in the state or federal courts of Webb County, Texas.
8. **Entire Agreement.** This MOU sets forth the entire agreement between UISD and the City with respect to the subject matter hereof, and all prior discussions, representations, proposals, offers, and oral or written communications of any nature are entirely superseded hereby and extinguished by the execution of this MOU. No modification of, or waiver of, any right under this MOU will be effective unless it is evidenced in a writing executed by an authorized representative of UISD and City.
9. **Severability.** The phrases, clauses, sentences, paragraphs, or sections of this MOU are severable and, if any phrase, clause, sentence, paragraph, or section of this MOU should be declared invalid by the final decree or judgment of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs, and sections of this MOU.
10. **Paragraph Headings.** The captions, numbering, sequences, titles, paragraphs, headings, punctuations, and organization used in this MOU are for convenience only and shall in no way define, limit, or describe the scope or intent of this MOU or any part of it.
11. **Understanding, Fair Construction.** The City and UISD agree and acknowledge that they have read and understand each provision, term, and obligation contained in this MOU. This MOU, although drawn by one party,

shall be construed fairly and reasonably and not more strictly against the drafting party than the non-drafting party.

12. Assignment. Neither UISD nor the City may assign this MOU without the prior written consent of the other parties.

IN WITNESS THEREOF, the governing board of the United Independent School District has duly authorized the UISD Superintendent of Schools to execute this MOU, and the City of Laredo has duly authorized its City Manager to execute this MOU, and said MOU is to become effective and operative upon the fixing of the last signature hereto.

CITY OF LAREDO, TEXAS

Robert Eads
City Manager

Date

ATTESTED:

Jose A. Valdez, Jr.
City Secretary

Date

UNITED INDEPENDENT SCHOOL DISTRICT

Roberto J. Santos
Superintendent of Schools

Date