


SUBJECT: AUTHORIZING THE BOROUGH MANAGER TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE STATE OF ALASKA, DEPARTMENT OF PUBLIC HEALTH AND SOCIAL SERVICES, AND THE MATANUSKA-SUSITNA BOROUGH SCHOOL DISTRICT FOR USE OF SCHOOL DISTRICT SITES FOR MASS DISPENSING IN EMERGENCY SITUATIONS.






AGENDA OF: APRIL 4, 2017

ASSEMBLY ACTION:

Approved under the Consent Agenda
4-4-17


MANAGER RECOMMENDATION: Present to the assembly for consideration.

APPROVED BY JOHN MOOSEY, BOROUGH MANAGER: 

| Route To: | Department/Individual | Initials | Remarks |
|-----------|---|--|--|
| | Originator/ Emergency Services Director |  | |
| | Finance Director |  | |
| | Borough Attorney |  | |
| | Borough Clerk |  | 3/4/17  |

ATTACHMENT(S): Fiscal Note: Yes _____ No X
Memorandum of Understanding (9 pp)

SUMMARY STATEMENT:

The MSB manages the Points of Dispensing/Medical Counter Measures/Public Health Emergency Preparedness program for the Department of Health and Social Services and the Centers for Disease Control. The Points of Dispensing (PODs) require easily accessible, locally known and used facilities. The Mat-Su Borough School District operates multiple sites where a POD may be needed during a medical counter measure event, and the Mat-Su Borough and the Department of Health and Social Services, Public Health Nursing will provide the delivery and dispensing of those medications. The need for a Memorandum of Understanding between affected parties is desired to be able to plan, prepare and deliver medical countermeasures.

RECOMMENDATION OF ADMINISTRATION:

Staff respectfully recommends authorization to allow the Borough Manager to enter into a Memorandum of Understanding with the State of Alaska, Department of Public Health and Social Services, and the Matanuska-Susitna Borough School District for the use of school district sites for mass dispensing in emergency situations.



Matanuska-Susitna
Borough
Department of
Emergency Services
Division of
Emergency
Management



Memorandum of
Understanding

With the
State of Alaska, Mat-
Su Public Health
Center



and the

Matanuska-Susitna
Borough
School District

AM17-028

Introduction

Partner Roles, Responsibilities, and Notices

This Memorandum of Understanding (MOU) is made by and between Matanuska-Susitna Borough School District (herein MSB SD), State of Alaska, Mat-Su Public Health (herein known as MSPH), and Matanuska-Susitna Borough (herein known as MSB), hereinafter the "parties."

This document is written to provide a process whereby the parties to this agreement can request the MSB SD's involvement in MSB emergency activities by opening school buildings to be used during a declared emergency or disaster.

The MSB SD has an agreement with the American Red Cross, Matanuska-Susitna Valley Service Center, to open shelters if needed in any school building. It is understood that this MSB SD participation with the MSBs Mass Dispensing Operations (MDOs)ⁱ will not interfere with the sheltering process.

WHEREAS,

MSPH is a department of the State of Alaska, Division of Public Health and is overseen by the Department of Health and Social Services; and

The MSB in conjunction with MSPH are responsible for designating mass dispensing sites within the MSB to serve as Point of Dispensing (POD) in the event that a public health emergency exists and prophylaxis must be provided to the community; and

The MSB SD has the capacity to serve as a POD if community prophylaxis is necessary to address a public health emergency; and

The MSPH approves the transfer of a pre-determined quantity of the medication to the MSB; and

The MSB SD desires to supplement and enhance MSPH and MSBs response during emergency events or activities; and

The MSB SD is able and prepared to provide such services under the terms and conditions set forth below; and

The MSB SD wishes to collaborate with the Affiliate to enhance the ability of the MSB to respond to a biological incident or other communicable disease threat

NOW, THEREFORE, in consideration of the mutual promises, terms and conditions set forth in this agreement, the Parties agree as follows:

Goals and Objectives

By understanding and participating in federal, state, and local emergency preparedness planning, emergency management drills and exercises, and emergency planning for response and recovery, together we can prepare to respond quickly and effectively before, during, and after a declared emergency or disaster of national significance.

The purpose of this MOU is for the MSPH, MSB, and the MSB SD to work together to effectively respond to public health emergencies, and acts of biological terrorism within the MSB.

The MSB in conjunction with MSPH are responsible for designating mass dispensing sites within the borough. These mass dispensing sites will serve as Point of Dispensing (POD) in the event that a public health emergency exists and prophylaxis must be provided to the community.

The MSPH agree to distribute Medical Countermeasures (MCM), Strategic National Stockpile (SNS) or U.S. Center for Disease Control, (CDC) supply assets, which may include prophylactic medication and/or vaccines to the residents, clients, patients, staff of the MSB, in a timely and coordinated manner, decreasing the number of individuals who could potentially become ill. The MSB SD will help by supplying shelter and POD areas, when available, to help the shelter and/or dispensing mass prophylaxis/medical countermeasures during an event to the citizens of the Mat-Su Borough.

The MSB SD hereby agrees to do the following:

It is the MSB SD's intent to have their facilities (all-purpose rooms, gyms, bathrooms etc.) serve as a POD/shelter (human and animal) if community prophylaxis and /or sheltering is necessary to address a public health emergency. Some personnel such as security, school nurses, maintenance, and equipment such as tables and chairs may also be requested.

Designate the following three points of contacts in case of emergency:

- An Administrative and back up point of contact, authorized to open the physical facilities, to serve as the primary/back up point of contact;
- A physical facility or building point of contact designated to work with the MSB and/or MSPH to move, tables, chairs, etc.; and
- A Security point of contact to work with MSB and local law enforcement agencies in making security plans.

Allow the physical facilities or building to be visited by members of the MSB and MSPH, local law enforcement and if applicable, the National Guard for the development and maintenance of a site dispensing plan.

Encourage MSB SD personnel to volunteer to participate in training to serve as distribution clinic volunteers.

The MSB SD personnel will, upon the request from the MSB, and/or MSPH, and to the extent of the MSB SD's ability, permit the use of its physical facilities and equipment within 8 hours of request, for the time-period requested in order to conduct shelters and/or mass clinics for disease prevention and control activities. Such facilities and equipment shall include, but not limited to:

- Office equipment, including telephones, copy machines, computers and fax machines
- Tables, chairs, desks, cots, wheelchairs
- Refrigerators; and
- Parking areas

MSB and MSPH agree to do the following:

- Provide a point of contact and back up point of contact person to answer questions that individuals in charge of a designated physical facility or building may have about these arrangements.
- Ensure that any supplies (including telephone charges, faxes, copy charges, etc.) that are used by the MSB and/or MSPH in conducting mass clinics are replaced or the cost of said supplies are reimbursed to MSB SD, contingent upon the MSB deeming them refundable and the MSB Assembly appropriating the money for them, as well as the receipt by MSB and/or MSPH of a request for payment from MSB SD with back-up documentation of actual costs incurred attached.
- Ensure that health and security professionals will triage at the entrance of the facility and, to the best of their ability, prevent contagious people from entering building.
- Coordinate the provisions of extra security personnel.
- Ensure that any post-event clean-up that may be needed is performed.
- Provide training for personnel who will staff the mass dispensing clinic.
- Store, organize, and maintain pharmaceutical and medical materials delivered through the Strategic National Stockpile (SNS) for use at the dispensing site. For the purpose of this agreement, pharmaceutical and medical materials are defined as antibiotics, antidotes, vaccines, medical supplies and equipment, and certain controlled substances; which may be used to respond to a public emergency; including, but not limited to attacks of chemical, biological, radiological, or explosive terrorism. In addition, medical material includes but is not limited to, equipment designated to support the deployment and maintenance of pharmaceutical and medical materials such as specialized cargo containers and portable refrigeration units.

Financial Arrangements

Each participant is solely responsible for costs and expenses it incurs in executing its obligations under the MOU.ⁱⁱ This MOU does not entitle the parties to recover costs incurred in performing the MOU.

The Borough's obligations under the MOU, and any costs or expenses it incurs related thereto, are subject to an appropriation by the Borough Assembly to fund the goals of the MOU. A declination by the Borough Assembly to fund the MOU is not a breach in the agreement.

MSB SD agrees to track the actual costs of employee wages, eligible overtime, services, and goods used during emergency operations. If this incident is deemed refundable, (a federal disaster declaration), the MSB will establish a funding procedure and financial schedule for reimbursement to respected participants. All financial agreements and monies appropriated by the MSB Assembly in the MOU will not carry over the end of the current fiscal year. The MSB may or may not be responsible for those costs.

The MSB, MSB Financial department, and MSB SD in agreement with this MOU will establish authority for the disbursement of reimbursement funds.

Liability & Federal Immunity

None of the parties to this agreement waive any of their sovereign or statutory immunities that are otherwise available under United States, Alaska or Borough law, or provide any liability protections or indemnification to one another under this agreement.

The Public Readiness and Emergency Preparedness Act (PREP Act) sets forth the immunity for "covered persons" from tort claims related to, in this case, "covered countermeasure" following a PREP ACT declaration of public health emergency by the Health and Human Services (HHS) Secretary. The MSB SD is considered a "covered person", as defined in 42 U.S.C. 247d-6d(i). A "covered person" shall be immune from suit and liability under Federal and State law with respect to all claims for loss caused by, arising out of, relating to, or resulting from the administration to or the use by an individual of a covered countermeasure if a declaration of public health emergency has been issued" See 42 U.S.C. § 247d-6d.

MSB SD by volunteering to be used as a dispensing site without any compensation for its use, is designated as an Open Point of Dispensing (POD) location.

In the event that property damage occurs when using MSB SD Facility:

- ADHSS-DPH shall be liable for any and all claims, demands, expenses, liabilities, and losses (including reasonable attorney's fees) as a result of incidents or damages to the MSB-SD facility(s) which may arise out of any acts or failures to act of ADHSS-DPH, its employees, agents, or contractor, in connection with the performances of dispensing services provided by MSPH. Property damage to the Facility shall be identified and reported to the appropriate ADHSS-DPH officials within 30 days of the dispensing site closing, and;
- MSB SD shall be liable for any and all claims, demands, expenses, liabilities, and losses (including reasonable attorney's fees) as a result of incidents or damages to the Facility which may arise out of any acts or failures to act of the Facility, its employees, agents or contractors, in

connection with the performance of the services provided by the Facility pursuant to this Agreement.

Property damage not covered by any of the above conditions shall be the responsibility of the MSB SD.

Evaluation and Distribution

Evaluation and update of the MOU may include:

- Goal and Objectives of the MOU.
- Participant roles and responsibilities.
- Update point of contact information.
- Financial agreements and reimbursement understandings.
- Duration, withdrawal, and termination of MOU between both participants.

All participants will review and update the conditions held within the MOU every **two years** or as needed. If MOU is not reviewed at the two year term the MOU shall remain in effect until one of the parties agrees to update or terminate.

General Provisions

This Agreement may be terminated by any party by giving written notice at least ninety (90) days prior to the effective date of such termination.

MSB SD agrees to adhere to all health and safety standards as set for by the State of Alaska, and/or the MSB.

Term

This MOU shall be effective when all parties have signed, and shall remain in effect until terminated in accordance with the General Provisions above.

Review and Resigning of this document shall take place every **two years** based upon the MSB fiscal year or when one of the parties deems necessary.

Designated Representatives

John Moosey is the representative for the MSB that will administer the MOU, Jerry Troshynski is the representative for MSPH, and Luke Fulp is the authorized representative for the MSB SD. Changes in designated representatives shall occur only by advance written notice to the other party.

This Agreement shall be in effect from the date of mutual signature of this MOA and shall continue until terminated by either party, as outlined below. Modification of this Agreement will be decided and expressed in writing by the MSB SD and the MSB Manager.

Effective Date and Signature

Statement of Assurance

All participants have read, understood, and agrees to the terms and conditions of the MOU.

This MOU will become effective upon signature by all three parties.

John Moosey, Matanuska-Susitna Borough Manager

Date _____

Luke Fulp, Matanuska-Susitna Borough School District, Asst. Superintendent of Business & Operations

Date _____

Linda Worman, Chief, ADHSS DPH Section of Public Health Nursing

Date _____

Andy Jones, Chief, ADHSS DPH Section of Rural and Community Health Systems

Date _____

ⁱ A Mass Dispensing Operation is a program to dispense mass prophylaxis or federal Strategic National Stockpile (SNS) medications to large groups of people during an event.)

ⁱⁱ Financial Agreements paragraph example adopted from *Memorandum of Understanding (MoU) Writing Guidelines*. National Defense Memoranda of Understanding Coordinator (NDMOUC). June 24, 1997
http://www.ok-safe.com/files/documents/1/Canada_MOU_Guidelines.pdf