

**MEMORANDUM OF UNDERSTANDING**

**Between the Alaska Department of Health and Social Services Division of Public Health  
and the Kenai Peninsula Borough School District**

**Concerning the**

**Homer High School, Homer Middle School, and/or Chapman Elementary School for use as  
a Primary/Alternate Point of Dispensing (POD) of Emergency Medical Prophylaxis**

**PURPOSE**

This Memorandum of Understanding (MOU) is made and entered into by the Alaska Department of Health and Social Services, Division of Public Health (ADHSS-DPH) represented in this agreement by HOMER PUBLIC HEALTH CENTER and the KENAI PENINSULA BOROUGH SCHOOL DISTRICT (KPBSD). The purpose of this MOU is to outline the terms under which the KENAI PENINSULA BOROUGH SCHOOL DISTRICT may dedicate for use as a Primary or Alternate Point of Dispensing (POD) of Emergency Medical Prophylaxis from the Centers for Disease Control and Prevention's (CDC) Strategic National Stockpile (SNS). This occurs in the event of a Public Health Emergency to establish an emergency pharmaceutical dispensing or vaccination clinic open to KENAI PENINSULA BOROUGH SCHOOL DISTRICT employees, students, family members and community members, as requested by the ADHSS-DPH and HOMER PUBLIC HEALTH CENTER and agreed to by the KENAI PENINSULA BOROUGH SCHOOL DISTRICT to provide prophylaxis to the community.

**DEFINITIONS**

1. **Public Health Emergency:** An incident that poses a threat to the health of the community. Such incidents could include, but are not limited to, naturally occurring large scale disease outbreaks, natural disasters and intentional or accidental releases of nerve agents, chemical agents, or biological pathogens.
2. **Strategic National Stockpile (SNS):** A national repository of antibiotics, chemical antidotes, antitoxins, life-support medications, IV administration, airway maintenance supplies, and medical/surgical items designed to supplement and re-supply state and local public health agencies in the event of a national emergency anywhere and at any time within the nation.
3. **Point of Dispensing (POD):** A mass dispensing site that is capable of providing medications (prophylaxis) or vaccinations to protect the population from biological threats or epidemics. Routine medical care is not provided in a POD.

4. Emergency Operations Center (EOC): The temporary or permanent physical location at which the coordination of information and resources, <sup>occurs</sup> to support incident management activities.
5. DHSS Emergency Operations Center (EOC): The temporary or permanent physical location for the coordination of information and resources to support public health and medical response and support to disasters or disaster emergencies.

### **AUTHORITY**

This Agreement is authorized under the provisions of Alaska Statutes: Chapter 18.05, Section 18.05.010 (b) (6), 18.09 and Sec. 18.15.390; Powers of the Department in a Public Health Disaster and is consistent with the goals and requirements of Presidential Policy Directive (PPD-8), dated: March 30, 2011.

This contract is made with reference to the following facts:

- The ADHSS-DPH will request and receive emergency prophylactic medications through the CDC SNS program following a widespread biological event, severe pandemic, or other large scale public health emergency and ADHSS-DPH will be responsible for delivering the same to local jurisdictions to protect potentially exposed populations in a highly efficient manner to save lives; and,
- The ADHSS-DPH and HOMER PUBLIC HEALTH CENTER will collaborate with the KENAI PENINSULA BOROUGH OFFICE OF EMERGENCY MANAGEMENT, designate suitable dispensing sites within the Borough to serve as a POD in the event that a public health emergency exists and ADHSS-DPH is required to provide prophylaxis to the community; and,
- KENAI PENINSULA BOROUGH SCHOOL DISTRICT has the capacity to serve as a Primary/Alternate POD in the event that community prophylaxis is necessary to address a public health emergency, and
- The ADHSS-DPH, and the KENAI PENINSULA BOROUGH SCHOOL DISTRICT intend to cooperate and collaborate to serve the community in such an event,
- ADHSS-DPH and the KENAI PENINSULA BOROUGH SCHOOL DISTRICT understand and mutually agree to the extent possible, with consideration to available resources, current federal, state, and local laws, policies, regulations, and procedures, to reciprocate assistance in accordance with the provisions of this MOU.

### **LIABILITY & FEDERAL IMMUNITY**

1. 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.

2. 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 KENAI PENINSULA BOROUGH SCHOOL DISTRICT 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.
3. KENAI PENINSULA BOROUGH SCHOOL DISTRICT 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.
4. In the event that property damage occurs when using KENAI PENINSULA BOROUGH SCHOOL DISTRICT facilities:
  - a) 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 facility 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 HOMER PUBLIC HEALTH CENTER. 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;
  - b) KENAI PENINSULA BOROUGH SCHOOL DISTRICT 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 KENAI PENINSULA BOROUGH SCHOOL DISTRICT, its employees, agents or contractors, in connection with the performance of the services provided by the facility pursuant to this Agreement.
5. Property damage to KENAI PENINSULA BOROUGH SCHOOL DISTRICT PROPERTY not covered by any of the above conditions shall be the responsibility of the KENAI PENINSULA BOROUGH SCHOOL DISTRICT.

### **SCOPE**

This agreement will be activated:

1. When a known threat of or an actual public health emergency exists and the ADHSS-DPH is required to coordinate and provide mass prophylaxis to the affected communities throughout the State, or

2. When KENAI PENINSULA BOROUGH OFFICE OF EMERGENCY MANAGEMENT in consultation with the HOMER PUBLIC HEALTH CENTER and/or ADHSS-DPH determine a local condition is imminent or exists that warrants the implementation/activation of the Borough's Emergency Operations Plan (EOP) and associated Pandemic Flu or POD Annex.

## **RESPONSIBILITIES**

### **ADHSS-DPH**

#### **Medical Records**

1. Ensure that the permanent medical record (or log/file) of the recipient indicates the following information as deemed necessary:
  - a. The date the medical countermeasure was dispensed
  - b. Information on the medical countermeasure including, but not limited to, product name, national drug control number, and lot number
  - c. The name and address of the person dispensing the medical countermeasure. Federal dispensing law requires: name/address of dispenser, prescription number, date of prescription, name of prescriber, name of patient (if stated on prescription), directions for use, and cautionary statements.
  - d. The edition date of the information statement (e.g., pre-printed drug information sheets) distributed
2. Ensure recipients medical record (or log/file) are stored in accordance with applicable HIPAA regulations

#### **Planning:**

1. Provide a point of contact person to answer questions that the facility personnel may have about these arrangements.
2. Develop plans and identify internal resources to support the dispensing of emergency medical prophylaxis to population estimates of both the average and likely maximum numbers of population described in the scope.
3. Follow all appropriate laws, regulations and policies.

#### **Activation and Operation:**

1. Assure the replacement or reimbursement to the facility for any consumable supplies (including telephone charges, faxes, copying supplies, etc.) that may be used by ADHSS-DPH in conducting mass dispensing clinics.
2. Assure health professionals will triage at the entrance of the facility and, to the best of their ability, prevent contagious people from entering the building.
3. Coordinate with KENAI PENINSULA BOROUGH OFFICE OF EMERGENCY MANAGEMENT, for the provision of security personnel.

4. Assure that any post-event cleanup that may be needed is performed.
5. Provide training for personnel who will staff the dispensing clinic.
6. Store, organize, and maintain pharmaceutical and medical materials delivered through the 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 an attack of chemical, biological, radiological, or explosive terrorism. In addition, medical material includes but is not limited to, equipment designated to support deployment and maintenance of pharmaceutical and medical materials such as specialized cargo containers and portable refrigeration units.
7. Coordinate request and receipt of SNS prophylactic medications from the CDC with the State Emergency Operations Center (SEOC) and the affected local jurisdiction(s) if not a statewide emergency.

**Recovery:**

1. Coordinate with KENAI PENINSULA BOROUGH OFFICE OF EMERGENCY MANAGEMENT and KENAI PENINSULA BOROUGH SCHOOL DISTRICT for pickup, retention or disposal of remaining materials.

**RESPONSIBILITIES**

**KENAI PENINSULA BOROUGH SCHOOL DISTRICT**

**Planning:**

1. Allow facility to be visited by members of the HOMER PUBLIC HEALTH CENTER, local law enforcement, and, if applicable, the National Guard for the development and maintenance of a site dispensing plan.
2. Allow facility to be listed in a confidential annex to the KENAI PENINSULA BOROUGH OFFICE OF EMERGENCY MANAGEMENT EOP indicating support for dispensing of medications from the SNS.
3. Encourage facility staff to participate in training for personnel willing to serve as POD clinic volunteers.

**Designate three points of contact in case of emergency:**

1. An Administrative point of contact, who will serve as the primary point of contact. This person should have authority to open the building.
2. A Facilities point of contact, who will work with HOMER PUBLIC HEALTH CENTER staff to move tables, chairs, etc.
3. A 24hr point of contact. This can also be the Primary/Administrative point of contact.

Points of Contact

Primary/Administrative Point of Contact

Name: Sean Dusek  
Title: Superintendent of Schools  
Address: 148 N. Binkley St, Soldotna, AK 99669  
Telephone: 714-8836  
Email : SDusek@KPBSD.k12.ak.us

Facility Point of Contact:

Name: Julie Cisco  
Title: Director of Planning and Operations  
Address: 148 N. Binkley St, Soldotna, AK 99669  
Telephone: (907)714-8820 or (907) 714-8875  
Email : jcisco@kpbsd.k12.ak.us

24 Hour Point of Contact:

Name: Julie Cisco  
Title: Director of Planning and Operations  
Address: 148 N Binkley St, Soldotna, AK 99669  
Telephone: (907) 714-8820 or (907) 714-8875  
Email: jcisco@kpbsd.k12.ak.us

**Operations:**

1. Upon request from the ADHSS-DPH or the KENAI PENINSULA BOROUGH OFFICE OF EMERGENCY MANAGEMENT, facility personnel will permit, to extent of the facility’s ability, the use of the physical facilities and available equipment to the HOMER PUBLIC HEALTH CENTER staff within 12 hours of the request. This will be for the time period being requested, for the intended purpose of dispensing clinics for disease prevention and control activities. This includes (but not limited to the following items):

*(By manually marking the appropriate check boxes below KENAI PENINSULA BOROUGH SCHOOL DISTRICT acknowledges it will provide or make available the item(s) indicated).*

- |   |  |
|---|--|
| <input checked="" type="checkbox"/> Telephones          | <input checked="" type="checkbox"/> Access to crowd control stanchions/cones/dividers (if part of on-hand equipment inventory) |
| <input checked="" type="checkbox"/> Copy machine        | <input checked="" type="checkbox"/> Access for supply drop off/delivery separate from the public entrance                      |
| <input checked="" type="checkbox"/> Computers           | <input checked="" type="checkbox"/> Storage space during the event for supplies  |
| <input checked="" type="checkbox"/> Fax machines        | <input checked="" type="checkbox"/> Separate room that can be used as a command center   |
| <input checked="" type="checkbox"/> Access to internet  |  |
| <input checked="" type="checkbox"/> Tables              |  |
| <input checked="" type="checkbox"/> Chairs              |  |
| <input checked="" type="checkbox"/> Desks               |  |
| <input checked="" type="checkbox"/> Cots                |  |
| <input checked="" type="checkbox"/> Wheelchairs         |  |
| <input checked="" type="checkbox"/> Directional signage |  |

- |   |  |
|---|--|
| <ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> Separate room that can function as a staff break room, can also double as a training room if a separate training room is not available</li> <li><input checked="" type="checkbox"/> Bathrooms for public and staff, (can be shared)</li> <li><input checked="" type="checkbox"/> Refrigerator</li> </ul> | <ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> Parking areas</li> <li><input checked="" type="checkbox"/> Trash/pick-up for regular trash (not medical waste as defined by OSHA)</li> <li><input checked="" type="checkbox"/> Snow removal if needed</li> <li><input checked="" type="checkbox"/> Hand truck to move supplies within the facility</li> </ul> |
|---|--|

**Recovery:**

1. Coordinate with HOMER PUBLIC HEALTH CENTER, KENAI PENINSULA BOROUGH OFFICE OF EMERGENCY MANAGEMENT, ICS/EOC and ADHSS DPH for pickup, retention or disposal of remaining materials.

**DURATION OF THE AGREEMENT**

The effective period of this Memorandum of Understanding (MOU) begins on the date of signature and remains in effect indefinitely unless modified, changed, amended or terminated in writing by either party with 60 days' notice. Either party may request a review of the Memorandum of Understanding at any time.

**DESIGNATED REPRESENTATIVES**

HOMER PUBLIC HEALTH CENTER is the local representative of ADHSS-DPH and will administer this MOU for ADHSS-DPH. Sean Dusek, Superintendent of Schools is the authorized representative for KENAI PENINSULA BOROUGH SCHOOL DISTRICT. Changes in designated representatives shall occur only by advance written notice to either party.

**MODIFICATION, CHANGE, AMENDMENT, OR TERMINATION**

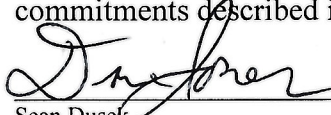
Any modifications, changes, amendments or termination to this agreement must be in writing, and are contingent upon the approval of ADHSS-DPH AND KENAI PENINSULA BOROUGH SCHOOL DISTRICT.

**MISCELLANEOUS**


1. This MOU is not intended, and should not be construed, to create any right or benefit, substantive or procedural, enforceable at law or otherwise by any party against the parties, their parent agencies, the State of Alaska, the United States, or the officers, employees, agents or other associated personnel thereof.
2. This MOU is not an obligation or commitment of funds, nor a basis for transfer of funds, but rather is a basic statement of the understanding between these parties of the tasks and methods for performing the described tasks. Unless otherwise agreed in writing, each party shall bear its own costs in relation to this MOU. Expenditures by each party will be subject to its budgetary processes and to the availability of funds and resources pursuant to applicable laws, regulations, and policies. The parties expressly acknowledge that this in no way implies that the State of Alaska or the Kenai Peninsula Borough will appropriate funds for such expenditures.

**CONCURRENCE**


It is agreed that this written statement embodies the entire agreement of the parties regarding this affiliation. All parties to this agreement concur with the level of support and resource commitments described in this document.

  
\_\_\_\_\_  
Sean Dusek  
Facility Representative - KPB School District

3-8-17  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Scott Walden  
KPB Representative (OEM/Incident Commander)

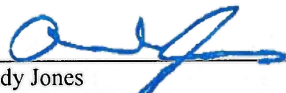
3-6-17  
\_\_\_\_\_  
Date

  
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Mike Navarre  
KPB- Mayor

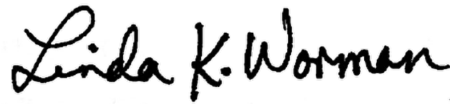
3/8/2017  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Katie Koester  
City Manager, Homer

3/16/17  
\_\_\_\_\_  
Date

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

04/26/17  
\_\_\_\_\_  
Date

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

3/20/2017  
\_\_\_\_\_  
Date