

MEMORANDUM OF AGREEMENT

Between:

SNOHOMISH HEALTH DISTRICT

and

ARLINGTON SCHOOL DISTRICT

Concerning

Alternate Care Facility and Dispensing Sites for Community Medical Emergencies

I. Purpose.

This Memorandum of Agreement ("Agreement") is made and entered effective on the last date executed below between Arlington School District and the Snohomish Health District (SHD). The parties mutually desire to reach an understanding that will result in making Weston High School or other Arlington School District facility of their choice available to SHD for use during an emergency requiring an alternate care facility for outpatient or in-patient medical service delivery. With the full execution of this Agreement, the specified Arlington School District facility will be recognized as a potential designated site for selected emergency operations by SHD.

II. Introduction

In a large to catastrophic disease outbreak, terrorist attack, or natural disaster, SHD would serve as a primary organization for the medical response in Snohomish County, as designated in Emergency Support Function (ESF) 8 of the County Comprehensive Emergency Management Plan. The response could include operating Alternate Care Facilities (ACF) for mass medication dispensation, patient triage, or to augment Cascade Valley Hospital and Clinics surge capacity for patient care when traditional health care facilities are over-taxed, over-utilized, or inaccessible. The purpose of this agreement is to define the expectations, to document Site Plans and Security Plans, define the terms for using Arlington School District facilities, and establish the responsibilities of each organization during an incident. Unless otherwise agreed, SHD will request use of an Arlington School District facility only during a large to catastrophic event requiring a medical response. Use of the facilities will occur based on mutual agreement. Nothing in this plan should be construed as independent of or bypassing regular county emergency management procedures, city emergency management procedures or the provisions of county or state declarations of emergencies.

III. Designated Facilities

Arlington School District will work with SHD to designate facilities for use as sites for Alternate Care Facilities or medication dispensing. SHD will plan for and respond to an emergency in cooperation and coordination with Snohomish County Chapter American Red Cross shelters and Cascade Valley Hospital and Clinics.

SHD in cooperation with Arlington School District will prepare a Site Plan for each specified facility. SHD will verify the Site Plan annually with Arlington School District. Arlington School District will notify SHD if any information recorded in the Site Plan changes.

Since emergencies can happen at any time, SHD will request Arlington School District to provide two 24 hour contact numbers for officials who have the authority to make decisions regarding the use of their facilities.

IV. Security Plan

While SHD is using an Arlington School District facility, the Health District will provide any necessary security.

V. Initiation of Use of Facilities

Use of the facilities will be triggered by a large to catastrophic disease outbreak, terrorist attack, or significant natural disaster.

To the best of its ability, SHD will request use of the designated facilities at least twenty-four hours prior to the start of use. Arlington School District will decide which, if any, of the requested facilities are available for use and give the confirmation to proceed as soon as possible after receiving the request.

SHD will specify with the request to use the facilities:

- The anticipated duration of the response
- The anticipated hours of operation
- The anticipated operational use of provided facilities

VI. Responsibilities of SHD During An Incident

The County Comprehensive Emergency Management Plan (CEMP), ESF 8, outlines the responsibilities of SHD during a large scale disaster. Responsibilities specific to Alternate Care Facilities include:

- a. Set up and operate within Snohomish County Emergency Support Functions.
- b. Oversee proper set-up, implementation, and breakdown of the alternate care site.
- c. Conduct walk-through of the facility with the facility coordinator before activation, noting any pre-existing building damage.
- d. Provide instructions for set-up of facilities.
- e. Provide just-in-time training to ACF staff, as needed.
- f. Determine needs and request initial staff, equipment resources, and food services from Snohomish County Emergency Operations Center.
- g. Manage public information activities in cooperation with Snohomish County Emergency Operations Center and Joint Information Center.
- h. Coordinate communication with city, county, state, and federal agencies, as needed.
- i. Assure order is maintained at the ACF.
- j. Coordinate with the Arlington School District, Snohomish County Emergency Operations Center, City of Arlington Emergency Management and Cascade Valley Hospital and Clinics regarding when to start shutting down the ACF site.
- k. Recover all equipment used at the ACF site that was brought in through the County Emergency Operations Center.
- l. Conduct walk-through of the facility with the facility coordinator after deactivation, noting any post-event building damage.
- m. Assure post-utilization clean-up, biowaste disposal, and decontamination (as appropriate).

VII. Responsibilities of Arlington School District During an Incident

- a. Cancel events scheduled for facilities.
- b. Provide internal connectivity as identified in the Site Plans.
- c. Assist in set-up of facilities based on instructions from SHD as available.
- d. Continue existing janitorial services as available.
- e. Ensure availability of parking identified in the Site Plans.
- f. Ensure availability of equipment identified in the Site Plans to the best of their ability.
- g. Ensure availability of refrigeration identified in the Site Plans to the best of their ability.
- h. Arrange for maintenance of equipment identified in the Site Plans during ACF operations, if needed.
- i. Designate site manager contacts.

VIII. Cost and Payment

Arlington School District shall provide the facilities without rental costs to SHD. SHD shall pay Arlington School District for valid and invoiced "assistance costs," defined as utility costs above and beyond normal costs, custodial fees, direct material costs, equipment rental fees, fuel, and labor costs incurred in providing the facilities. Arlington School District will provide invoices and cost tracking documentation suitable to meet federal assistance guidelines.

IX. Injury Compensation and Death Benefits

Each Party shall provide for the payment of compensation and death benefits to its own injured personnel and to representatives of its own deceased personnel in case such personnel sustain injuries or are killed while rendering aid under this Agreement, in the same manner and on the same terms as if the injury or death were sustained within its own jurisdiction. Nothing in this Agreement shall abrogate or waive any Party's right to reimbursement or other payment available from local, state or federal governments nor the effect of any waiver, indemnity or immunity available to a Party under local, state, or federal law or other governmental action. To the extent that such reimbursement, payment, waiver, indemnity or immunity does not apply, then each Party shall remain fully responsible as employer for all taxes, assessments, fees, premiums, wages, withholdings, workers' compensation, and other direct and indirect compensation, benefits, and related obligations with respect to its own employees. Each Party shall provide workers' compensation in compliance with the statutory requirements of the State of Washington.

X. Liability and Dispute Resolution

A. **LIABILITY.** In the event local, state and/or federal governments or laws provide waiver, immunity, indemnification, reimbursement or other payment related to liability that would otherwise be the responsibility of an ACF Site, then such waiver, immunity, indemnification, reimbursement or other payment shall limit an ACF Site's liability. The ACF Site agrees to exhaust its rights to waiver, immunity, indemnification, reimbursement or other payment from local, state, and/or federal governments. However, to the extent that local, state, or federal governments or laws do not provide complete waiver, immunity, indemnification, reimbursement or other payment related to Party liability, then the following provisions will apply:

- i. **INDEMNIFICATION.** Except as provided in section B, to the fullest extent permitted by applicable law, SHD releases and shall indemnify, hold harmless and defend the ACF Site, its officers, employees and agents from and against any and all costs, including costs of defense, claims, judgments or awards of damages asserted or arising directly or indirectly from, on account of, or in connection with providing

Assistance to SHD, whether arising before, during or after performance of the Assistance and whether suffered by any of the ACF Site's personnel or any other person or entity.

SHD agrees that its obligation under this section extends to any claim, demand, and/or cause of action brought by or on behalf of any of its employees or agents. For this purpose, SHD, by mutual negotiation, hereby waives, as respects any indemnity only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW of the State of Washington and similar laws of other states.

- ii. **SOLE NEGLIGENCE AND GROSS NEGLIGENCE OR WILLFUL OR WANTON MISCONDUCT.** The parties shall not be required under this Agreement to indemnify, hold harmless and defend the other Party from any claim, loss, harm, liability, damage, cost or expense caused by or resulting from the sole negligence, gross negligence or willful or wanton misconduct of any party's officers, employees, or agents.
- iii. **LIABILITY FOR PARTICIPATION.** In the event of any liability, claim, demand, action or proceeding, or whatever kind of nature arising out of rendering of Assistance through this Agreement, SHD agrees to indemnify, hold harmless, and defend, to the fullest extent of the law, any signatory to this Agreement, whose only involvement in the transaction or occurrence which is the subject of such claim, action, demand, or other proceeding, is the execution and approval of this Agreement.
- iv. **LITIGATION PROCEDURES.** The ACF site, seeking to be released, indemnified, held harmless or defended under this Article with respect to any claim, shall promptly notify SHD of such claim and shall not settle such claim without the prior consent of SHD, which consent shall not be unreasonably withheld. SHD shall have the right to participate in the defense of said claim to the extent of its own interest. ACF Site's personnel shall cooperate and participate in legal proceedings if so requested by SHD, and/or required by a court of competent jurisdiction.
- v. **SHD'S WAIVER.** SHD expressly waives any rights of subrogation against the ACF Site, which it may have on account of, or in connection with, the ACF Site providing Assistance to SHD under this Agreement.
- vi. **RESERVATION AND WAIVER.** The ACF Site expressly reserves its right to subrogation against SHD to the extent the ACF Site incurs any self-insured, self insured retention or deductible loss. The ACF Site expressly waives its rights to subrogation for all insured losses only to the extent the ACF Site's insurance policies, then in force, permit such waiver.

- vii. TORT CLAIMS. It is not the intention of this Agreement to remove from any of the Parties any protection provided by any applicable Tort Claims Act. However, SHD retains full liability to the ACF Site for any claims brought against the ACF Site as described in other provisions of this Agreement.
 - viii. WAIVER OF RIGHTS. Any waiver at any time by any Party of its rights with respect to a default under this Agreement, or with respect to any other matter arising in connection with this Agreement, shall not constitute or be deemed a waiver with respect to any subsequent default or other matter arising in connection with this Agreement. Any delay in asserting or enforcing any right, except those related to the statutes of limitations, shall not constitute or be deemed a waiver.
- B. DISPUTE RESOLUTION. If a dispute arises out of or related to this Agreement, or the breach thereof, and if the dispute cannot be settled through direct discussions, the Parties agree to first endeavor to settle the dispute in an amicable manner by mediation. Thereafter, any unresolved controversy or claim arising out of or related to this Agreement, or breach thereof, may be settled by arbitration at the request of either Party, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

XI. Term and Termination

This agreement is effective upon signature by both parties for a term of one year following execution, and will automatically renew for successive one year terms unless terminated.

Either party may terminate this agreement with written notification to the other party no less than thirty (30) calendar days in advance of the termination date.

XII. Contacts

Contacts for SHD:

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