

## **MEMORANDUM OF AGREEMENT**

THIS AGREEMENT is made this 25<sup>th</sup> day of August, 2015 by and between the Yadkin County Health Department (the "Health Department") and the Yadkin County Board of Education ("Yadkin County Schools").

### **WITNESSETH**

WHEREAS, a response to large-scale natural disasters, disease outbreaks, or acts of terrorism can easily overwhelm local medical, public health, and emergency response systems;

WHEREAS, when a disaster evolves into a major public health or medical emergency, additional medical supplies may be needed to treat victims, provide prophylaxis (preventative or post exposure vaccines, antibiotics, or antidotes) to individuals at risk from exposure to toxic substances, infectious agents, or contagious diseases;

WHEREAS, the Strategic National Stockpile (SNS) is a large cache pharmaceuticals, medical equipment, and medical supplies owned by the federal government and managed by the Centers for Disease Control and Prevention's (CDC) Division of the Strategic National Stockpile (DSNS);

WHEREAS, each party desires to provide the residents of Yadkin County continuation of essential public health services during disasters and emergencies and other situations where there is an increased need of medical supplies needed to treat victims and to provide prophylaxis to individuals at risk from exposure to toxic substances, infectious agents, or contagious diseases.

NOW THEREFORE, the Health Department and Yadkin County Schools agree as follows:

1. Upon the Health Department determining that a public health emergency has occurred that warrants establishing one or more points of dispensing (POD), the Health Department shall be allowed to set up PODs on the properties of Yadkin County Schools that are located at 1525 Falcon Road, Yadkinville, NC; 2516 Longtown Road, Boonville, NC; and 305 North State Street, Yadkinville, NC.
2. Yadkin County Schools also shall allow use of these schools as PODs during large-scale public health emergencies identified or declared by the Health Department: Starmount High School and Forbush High School are designated as primary dispensing sites, and Yadkinville Elementary School is designated an alternate dispensing site. The Health Department shall determine which site(s) should be used in particular circumstances

3. The Health Department may use the above properties and schools each for a period of thirty (30) days, which is measured from the date that the Health Department begins occupying and using that particular property or school. Any of these 30-day periods may be extended upon written consent of both parties.
4. The Yadkin County Health Director and/or their authorized designee may activate the Health Department's strategic national stockpile plan and begin using the above Yadkin County Schools properties and schools as PODs upon notification to the Yadkin County Schools Superintendent or his designee. The Health Department also shall notify the Yadkin County Schools' secondary contact to the extent that they have been identified by Yadkin County Schools.
5. After finishing its use of a particular Yadkin County Schools property or site as a POD, the Yadkin County Health Department will leave that property or site in the same condition or better that is was in when the Health Department began its occupancy. Upon ending its occupancy and use of a property or school, the Health Department shall pay Yadkin County Schools a fee of \$100.00. This Agreement shall survive any use or occupancy of any property or school by the Department, such that a new 30-day period of occupancy can be begun for that property or school (or any other property or school identified in this Agreement) upon the occurrence of another public health emergency.

Yadkin County Schools also shall:

1. Provide access to parking, auditoriums, gymnasiums, phones, internet, fax machines, copiers, and offices for administrative use and cafeterias for staff break areas, whenever a school is used as a POD.
2. Perform general facility maintenance, restocking of restrooms and disposal of non-medical waste at schools used as PODS, including the parking areas.
3. Assign facility and maintenance personnel to assist at schools used for PODs, including the parking areas. Provide utilities, including power for refrigerators used to store vaccines, and access to a loading area for offloading POD supplies and medications.
4. Closes schools, including their parking areas, used for PODs on the day (s) they are in use as PODs and notify students, faculty, and staff of closings.

5. Assign bi-lingual staff, language translators and interpreters for the deaf and hard of hearing so they can assist in the special needs areas at the PODs (as needed by the Health Department and as available)
6. Provide use of school-owned DVDs and other audiovisual equipment for the purpose of providing education (disease, medication, vaccination, and follow-up care instructions) to the public at PODs. Assist with set up, placement, and use of audiovisual equipment.
7. Assist with set-up and break down of PODs, including equipment, tables and chairs for the clinic, and general cleanup.
8. Coordinate with law enforcement on security and crowd control. Provide updated building schematics as necessary for site security plans.
9. Assist the Health Department with distribution of information to parents and school age children through use of automated phone message system.
10. When it is determined that satellite parking and shuttle bus service are needed to reduce traffic around PODs, allow use of schools for shuttle bus pick-up sites. (Note: with mass vaccination, a schedule will be developed by the Health Department that regulates who goes to what point of dispensing at a given time. One or more schools will be designated as a bus pick up site in each zip code during the time that area is scheduled for vaccination or medication dispensing).
11. When schools are used as remote parking areas, allow use of gymnasiums or auditoriums for orientation and information sessions and for filling out of forms. Where available, provide use of school audiovisual equipment for information sessions.
12. As available, provide buses and drivers to shuttle the public to and from designated remote parking areas to PODs. Buses may also be used to transport staff and volunteers from the volunteer reception area to the clinic locations. Bus use may include activity buses, reserve buses, buses not in service and drivers for shuttles. Yadkin County Schools shall provide routing for buses.
13. Allow Yadkin County Schools and the School Superintendent or designee to be listed in the Yadkin County Health Department's Strategic National Stockpile Plan and the confidential Contact and Call Down Plan.

The Health Department Shall:

1. Procure resources and communications equipment needed by the Health Department and not provided by Yadkin County Schools as part of this Agreement. Yadkin County Schools shall provide the Health Department with reasonable means to hook up and use property and equipment that the Health Department brings to the Property.
2. Arrange for moving of Health Department resources and equipment to and from and POD.
3. Provide a primary point of contact for the Yadkin County Schools for the duration of the Health Department's operations of a POD.
4. Reimburse Yadkin County Schools for incidental costs reasonably and necessarily incurred by Yadkin County Schools to comply with the organizational requirements under this Agreement (such as telephone charges, faxes, copying cost, etc.) Yadkin County Schools shall not charge the Health Department for use of any property or school by the Health Department, and the total costs to be reimbursed by the Health Department under this paragraph shall not exceed \$100. To the extent that reimbursement of these costs may be available from federal or state funds or other sources, Yadkin County Schools will pursue reimbursement through those channels prior to seeking reimbursement from the Health Department. Yadkin County Emergency Management will assist Yadkin County Schools by providing forms and information about how to seek reimbursement.

Duration of Agreement:

This Agreement shall become effective upon signing by both Yadkin County Schools and the Yadkin County Health Department and shall remain in force until cancelled by either party pursuant to this paragraph. Either Yadkin County Schools or the Yadkin County Health Department may cancel this Agreement with or without cause by providing at least 90 days written notification of the intent to cancel to the other party. Amendments to this Agreement may be made at any time with the written consent of both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement:

Yadkin County Board of Education

By: [Signature]  
Its: Superintendent  
Date: Aug. 26, 2015

Yadkin County Health Department→

By: [Signature]  
Its: COUNTY MANAGER  
Date: 10/20/15

[Signature]

This instrument has been pre-audited in the manner required  
by the Local Government Budget and Fiscal Control Act.