

AGREEMENT FOR EMERGENCY FACILITY USAGE

This Agreement”) is made and entered into _____, 2009 (“Effective Date”), and is between the County of Chaffee, State of Colorado, acting by and through the Board of Commissioners of Chaffee County, Colorado (“County”) on behalf of the Chaffee County Public Health Agency (“Public Health”) and Buena Vista School District R-31, a Colorado School District (“School District”), together referred to as the “Parties”.

WHEREAS, Part 21 of Article 32 of Title 24, C.R.S., authorizes coordination of activities relating to disaster prevention, preparedness, response, and recovery by agencies and officers of the State of Colorado to ensure an expedient, effective and coordinated response to any natural or man-made disaster;

WHEREAS, in a natural or man-made disaster, including a disease outbreak in Chaffee County, local public health resources will be quickly committed to providing leadership and other services to respond;

WHEREAS, existing local public health resources may be insufficient to respond to the event;

WHEREAS, resources from the State, federal and private sectors must be quickly mobilized in a natural or man-made disaster, including a disease outbreak in Chaffee County;

WHEREAS, Public Health is primarily responsible for the management and dispensing of medication in a natural or man-made disaster, including a disease outbreak in Chaffee County; and

WHEREAS, Public Health and the School District desire to designate one or more School District facilities (“Facility(ies)”) as Points of Dispensing (“POD”) for dispensing medication in Chaffee County, and to stipulate general terms and conditions of the designation;

NOW, THEREFORE, the Parties agree as follows:

- A. **Facility Designation:** The following Facilities are designated as Points of Dispensing for purposes of this Agreement: Buena Vista High School and McGinnis Middle School.
- B. **Facility Space:** The School District has accepted designation of the Facility as a Point of Dispensing for medication to respond to a natural or man-made disaster, including a disease outbreak in Chaffee County. Designation of the Facility as a POD shall not be changed, except by written agreement of the Parties.
- C. **Use of Facility:** The use of the Facility to support the dispensing of medication in a specific event will be a function of the circumstances presented by that event, as well as the status of the Facility when the need arises. Public Health understands that the Facility may be in use for its intended purpose, or may have to be adapted to serve as a POD. The time, and other requirements, to prepare the Facility will depend on a variety of factors such as current use, available staffing, and other resources available. Use of the Facility as a POD in a specific event will be

mutually agreed upon by the Parties. Such agreement may be written or oral, depending on the circumstances.

- D. **Modification/Suspension of Activities:** Once a Facility is selected as a POD for a particular event, normal business operations at the Facility may have to be modified, or suspended entirely, depending on the current use and characteristics of the Facility, as well as the scope of the event. Public Health will minimize, to the extent reasonably practicable, the impact of normal business activities at the Facility while operations associated with the POD are in progress. The School District agrees to modify or suspend normal business operations in support of the POD operations.
- E. **Use of Facility Space, Resources, and Associated Systems:** The School District agrees to authorize the use of Facility staff, equipment, and other associated resources to support the POD to the extent it is appropriate, safe, legal, and feasible. This will include, but not be limited to, facility equipment, communications equipment/services, computers and copying equipment. The School District will provide ordinary maintenance and custodial services during the event. Facility staff, resources and associated systems will only be used with facility management authorization and oversight, and with appropriate training. Facility management may deny access to specific space within the Facility, or use of any Facility resources or systems, if it determines that such access or use may compromise operational integrity, safety or security of the Facility.
- F. **Cost Obligations:** The School District will be responsible for all reasonable costs associated with the use of the Facility as a POD, including Facility staff and Facility costs, except that Public Health will be responsible for all costs associated with Public Health staff and Public Health contractors, and as provided for medical waste below. Reimbursement of reasonable and eligible costs may be possible in certain circumstances. Reasonable and eligible costs may include modifications or damages to the Facility, and equipment and systems directly related to their use in support of the POD. Loss of Facility use to support training, exercises, or disaster operations is usually not an eligible cost. If reimbursement funds are available from federal, state or other sources, the School District must submit its request of reimbursement directly to the agency offering reimbursement funds. In no event shall Public Health be liable for reimbursement of costs to the School District.
- G. **Medical Waste:** Public Health shall be responsible for the proper handling and disposal of all medical waste generated at the Facility during the event and costs associated with such handling and disposal.
- H. **Security:** Public Health and the School District will use reasonable efforts to coordinate security for the Facility, Facility staff, Public Health staff, volunteers, other workers, and medication during the event.
- I. **Planning, Training and Exercise:** Public Health and the School District agree to reasonably cooperate with planning, training and exercises for disaster events, as

appropriate. In addition, Public Health shall be responsible for training Facility staff, as necessary, regarding medication that may be delivered to and dispensed at the Facility, and medical waste that may be generated.

- J. **Contact Information:** Public Health and the School District will provide each other current, written contact information, including appropriate names, addresses, telephone numbers, and email addresses for use in coordinating planning, training and exercise activities pursuant to this Agreement, as well as for emergency contacts. Changes to contact information shall not be considered an amendment to this Agreement.
- K. **Duration of Agreement:** The term of this Agreement is one year from the Effective Date of this Agreement and renews automatically each year thereafter for a one-year term unless either party gives the other party written notice of non-renewal at least ninety (90) days prior to the next renewal date.
- L. **Program Review/Facility Modification:** A review will be conducted following an event or within a one-year period after the Effective Date of this Agreement. Any modifications to the Facility that may impact the execution of this Agreement will be communicated by the School District to Public Health as soon as possible.
- M. **Amendments:** This Agreement may be amended at any time by written agreement of the Parties.
- N. **Termination of Agreement:** Either party may unilaterally terminate this Agreement at any time by written notification to the other party. This Agreement shall be terminated thirty (30) days from the date the other party actually receives the notice of termination.
- O. **Public Announcement:** Any news release, public announcement, or advertisement in connection with this Agreement shall have written consent of the Parties prior to the release.
- P. **Non-Appropriation:** Performance of Public Health's and the School District's obligation herein are subject to appropriation of funds by the Board of Commissioners of Chaffee County, and the governing body of the School District, respectively. If sufficient funds are not appropriated by either party to carry out its respective obligations under this Agreement, or appropriated funds otherwise become unavailable, either party may terminate this Agreement immediately upon written notice to the other party.
- Q. **Other Specific Provisions:** Public Health and the School District agree to the following specific provisions: _____

- R. **Confidential – Non-disclosure:** The information in this Agreement is a confidential security arrangement, and not subject to disclosure under the Colorado Open Records Act (Section 24-72-204(3)(a)(XVII).
- S. **Capacity to Enter into Agreement:** The persons executing this Agreement on behalf of the respective parties represent that they have the authority to enter into this Agreement on behalf of the party for which they sign.

Buena Vista School District R-31

Chaffee County Commissioners

_____, Superintendent

Frank F. Holman, Chairman

Date: _____

Date: _____

Chaffee County Public Health Agency

Susan Ellis, RN, MSN, CPNP
Director Chaffee County Public Health Agency

Date: _____