



Date: October 7, 2021
To: Amy Demboski, Municipal Manager
Thru: *DF* Joe Gerace, Director
Thru: *DF* DeeAnn Fetko, Deputy Director
From: *DT* Derick Temiz, Grants and Contracts Administrator
Subject: Memorandum of Agreement with WEKA, LLC (WEKA)

The Anchorage Health Department (AHD) requests approval of the attached Memorandum of Agreement with WEKA. The agreement allows the Anchorage Health Department's Emergency Preparedness Program (EP) to provide equipment and supplies to WEKA to support WEKA's delivery of monoclonal antibody treatments to COVID-19 patients within the Municipality of Anchorage.

The equipment and supplies provided under this agreement include a trailer, cots, medical carts, wheelchairs, folding tables, privacy screens, and folding chairs. These items are typically used to establish an alternate care site or points of dispensing during public health emergencies.

The Municipality of Anchorage is currently experiencing an increase in COVID-19 hospitalizations that is straining local hospital resources. WEKA has offered to begin providing monoclonal antibody treatments to COVID-19 patients and in doing so may help to relieve the strain on local hospital resources. EP resources are being provided to allow WEKA to begin providing these treatments as soon as possible. It is the intention of this agreement that these resources are only to be used for this purpose and that all resources are to be used only until WEKA can procure these resources directly. All activities under this agreement are at no direct cost to either WEKA or the Municipality.

If you have any questions regarding this agreement, please contact Kelly Biastock, Emergency Preparedness Program Manager at 343-4670 or me at 343-4687.

Attachments: Transmittal Form
Memorandum of Agreement



**Anchorage
Health
Department**

Date: September 20, 2021
To: Mayor Dave Bronson
Amy Demboski, Municipal Manager
All Directors
From: Joe Gerace, Director
Subject: Delegation of Authority

DeeAnn Fetko will have Director signatory authority from September 21, 2021 through October 31, 2021. This will assure a smooth transition and will ensure Health Department business continues without interruption.

DeeAnn Fetko 09/20/2021
DeeAnn Fetko, Deputy Director

Approved:

Joe Gerace 09/22/2021
Joe Gerace, Director

**MEMORANDUM OF AGREEMENT
BETWEEN
MUNICIPALITY OF ANCHORAGE
ANCHORAGE HEALTH DEPARTMENT
AND
WEKA, LLC**

1. Introduction

This Agreement is entered into between WEKA, LLC (hereinafter referred to as "Agency") and the Municipality of Anchorage, Anchorage Health Department (hereinafter referred to as "Anchorage"). The purpose of this Agreement is to set forth the mutual obligations of the Parties (Agency & Anchorage) regarding the use of emergency preparedness equipment and supplies provided by Anchorage to the Agency as part of COVID-19 response efforts.

2. Background

Anchorage's Emergency Preparedness program has cots, medical carts, wheelchairs, and associated equipment which can be deployed in the event of a public health emergency. The Municipality of Anchorage is currently experiencing an increase in COVID-19 hospitalizations that is straining local hospital resources. The Agency has offered to provide monoclonal antibody treatments to COVID-19 patients and in doing so may help to relieve the strain on local hospital resources. Anchorage is providing the Emergency Preparedness resources listed in Attachment A: Inventory to the Agency to support the delivery of monoclonal antibody treatments to COVID-19 patients until the Agency is able to procure these resources directly.

3. Definitions

- A. "Administrator" means the Director of the Anchorage Health Department or his/her designee.
- B. "Agency" means WEKA, LLC.
- C. "Anchorage" or "Municipality" means the Municipality of Anchorage.

4. Scope of Work

- A. Agency shall:
 - 1) assume regular monitoring of equipment and supplies once placed in the Agency's possession;
 - 2) use all equipment and supplies provided through this agreement for the sole purpose of delivering monoclonal antibody treatments to COVID-19 patients within the Municipality of Anchorage;
 - 3) secure all equipment and supplies to ensure their appropriate use and avoid loss;

- 4) restore all equipment and supplies to Anchorage cleaned and in their original condition;
- 5) report to the Municipality any equipment or supplies that have been damaged or destroyed;
- 6) within sixty days of the conclusion of this Agreement, replace any items which, at the sole discretion of the Municipality, have been damaged, cannot be sanitized or are otherwise unusable. Please note that equipment and supply items are designed to operate as part of larger systems for storage and organization and must be replaced with the same item without substitute;
- 7) be responsible for setup and takedown of equipment while in the Agency's possession; and
- 8) prepare all equipment and supplies for pickup by Anchorage at the conclusion of the Agreement.

B. Anchorage shall:

- 1) deliver the equipment and supplies listed in Attachment A: Inventory to a location or locations mutually agreed upon by both Parties;
- 2) provide training to Agency staff on the use and care of provided equipment and supplies;
- 3) upon conclusion of the Agency's use of all supplies and equipment or at the conclusion of this Agreement, whichever occurs first, recover all provided equipment and supplies from the Agency; and
- 4) within thirty (30) days of the return of all supplies and equipment to Anchorage, Anchorage shall provide Agency with a list of any items which Anchorage has determined need to be replaced by the Agency.

5. Mutual Agreement

Both Parties agree:

- A. The services, functions, or activities performed under the terms of this Agreement are at no cost to either Anchorage or the Agency.
- B. The resources provided through this agreement are intended to be used to temporarily support the delivery of services as part of COVID-19 response. The Agency will make every reasonable effort to procure its own resources as soon as possible.
- C. Both Anchorage and Agency will designate a point of contact for delivery, receipt and recovery of equipment and supplies.

6. Confidentiality of Client Reports (Health Insurance Portability and Accountability Act (HIPAA))

Anchorage and the Agency agree to hold all individually identifiable patient health information (“Protected Health Information”) that may be shared, transferred, transmitted, or otherwise obtained pursuant to this Agreement strictly confidential and provide all reasonable protections to prevent the unauthorized use or disclosure of such information, including, but not limited to the protection afforded by applicable federal, state, and local laws and/or regulations regarding the security and the confidentiality of patient health care information. Anchorage and the Agency further agree to make every reasonable effort to comply with any applicable regulations, standards, or rules promulgated pursuant to the authority of the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”).

The Parties agree that:

- A. The Agency will never access to request to access any Protected Health Information held or collected by or on behalf of Anchorage that has not first been de-identified as provided in 45 CFR § 164.514(a).
- B. No services are being provided by either Party requiring the exchange of Protected Health Information pursuant to this Agreement and therefore this Agreement does not create a “business associate” relationship as that term is defined in 45 CFR §164.103.

7. Indemnification

- A. The Agency shall indemnify, defend, save and hold Anchorage harmless from any and all claims, lawsuits, or liability, including attorney’s fees and costs, allegedly arising out of, in connection with, or incident to any loss, damage or injury to persons or property or from any wrongful or negligent act, error, or omission of the Agency, the Agency’s agents, employees, or invitees, occurring during the course of, or as a result of the Agency’s, the Agency’s agents, employees, or invitees performance pursuant to this Agreement.
- B. The Agency shall not indemnify, defend, save and hold Anchorage harmless from any and all claims, lawsuits, or liability, including attorney’s fees and costs, allegedly arising out of, in connection with, or incident to any loss, damage or injury to persons or property or from any wrongful or negligent act, error, or omission arising solely out of the acts or omissions of Anchorage, Anchorage’s agents, employees, or invitees.
- C. Responsibility for all claims, lawsuits, or liability, including attorney’s fees and costs, resulting from injuries or damage sustained by any person or property arising from the wrongful or negligent acts of both Anchorage and the Agency, which result from the joint negligence of the Agency and Anchorage, shall be apportioned on the basis of comparative fault.

8. Insurance

- A. The Agency shall maintain in good standing, for the entire period of the Agreement, the insurance described in subsection B of this section. Before rendering any services under this Agreement, the Agency shall furnish the Administrator with proof of insurance in accordance with subsection B of this section in a form acceptable to the Risk Manager for the Municipality of Anchorage.

B. The Agency shall provide the following insurance:

- 1) \$500,000 Employers Liability and Worker's Compensation as required by Alaska Law.
- 2) Commercial General Liability in the amount of \$3,000,000 combined single limit to include:

Premises Operations
Products and Completed Operations
Blanket Contractual
Broad Form Property Damage
Independent Contractors
Personal Injury

The Commercial General Liability and Professional Liability policies if required, written on a "claims made basis" must have a two (2) year tail of coverage, or an unbroken continuation of coverage for two (2) years, from the completion of the contract requirements.

- C. Each policy of insurance required by this section shall provide for advance notice to the Municipality/Administrator prior to cancellation in accordance with the policy. If the insurer does not notify the Municipality upon policy cancellation it shall be the Agency's responsibility to notify the Municipality of such cancellation.
- D. With the exception of Worker's Compensation and Professional Liability each policy shall name the Municipality as an "Additional/Named insured" and the actual policy endorsement shall accompany each Certificate of Insurance.
- E. General Liability and Automobile policies shall be endorsed to waive all rights of subrogation against the Municipality of Anchorage by reason of any payment made for claims under the above coverage. This policy endorsement should accompany each Certificate of Insurance.

9. Term

- A. The services, functions or activities described in this Agreement shall begin upon signature of both Parties and be provided for 90 days.
- B. This Agreement may be extended for one additional 90 day period upon mutual consent of both Parties expressed in writing.

10. Modification

With the exception of Attachment A: Inventory, this Agreement shall only be amended, modified, or changed upon mutual agreement of both Parties and executed in writing by authorized representatives of the Parties. Amendment A: Inventory, may be modified as needed upon written approval by the Anchorage Health Department's Emergency Preparedness Program Manager.

11. Notices

Any notice required pertaining to the subject matter of this Agreement shall be personally delivered, sent via facsimile (FAX) or mailed* by prepaid first class registered or certified mail, return receipt requested to the following address:

WEKA, LLC
Executive Director
5630 B Street
Anchorage, AK 99518

Municipality of Anchorage
Director
Anchorage Health Department
PO Box 196650
Anchorage, AK 99519-6650
FAX: (907) 343-6740

12. Jurisdiction

Any civil action arising from this Agreement shall be brought in the Superior court third Judicial District, of the State of Alaska at Anchorage. The laws of the State of Alaska govern the rights and duties of the Parties under this Agreement.

13. Nondiscrimination

In performing its duties under this Agreement, neither party will discriminate against any person on the basis of race, color, religion, national origin, ancestry, age, sex, sexual orientation, gender identity, marital status, or physical or mental disability. The Agency will comply with all laws concerning the prohibition of discrimination including, but not limited to, Title 5 and Title 7 of the Anchorage Municipal Code.

14. Integration

This Agreement and all appendices and modifications hereto embody the entire agreement of the Parties. There are no promises, terms, conditions, or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representations, or agreements, either oral or written, between the Parties hereto. The Parties may modify this Agreement only in writing and a written copy, signed by both Parties, shall be attached and become part of this Agreement.

15. Termination

This Agreement may be terminated:

- A. By mutual consent of both Parties with thirty (30) days written notice without cause.
- B. For cause, by either party where the other party fails in any material way to perform its obligations under this Agreement. Termination under this paragraph is subject to the condition that the termination party notifies the other party of its intent to termination, stating with reasonable specificity the grounds for termination, and the other party fails to cure the default within ten (10) days after receiving the notice.

- C. For the convenience of the Municipality, provided that Anchorage notifies the other party in writing of its intent to terminate under this paragraph at least ten (10) days prior to the effective date of the termination.

16. Signatures

The undersigned individuals have executed this Agreement and are authorized to do so.

MUNICIPALITY OF ANCHORAGE

Amy Demboski

02/24/2022

Mayor, Municipal Manager or Authorized
Designee

Date

WEKA, LLC

Todd Herring
Signature

Feb 14 2022
Date

Todd Herring
Name

President.
Title

Attachment A: Inventory

Description	Quantity
Cots	60
Handrails w/IV Poles for Cots	60
Cots (Bariatric)	2
Handrails w/IV Poles for Cots (Bariatric)	2
Folding Chairs	35
Med/Tool Carts	2
Medical Refrigerators	3
Table 8'	10
Tables (Bedside) Mayo Stands	60
Wheelchairs	4
Room Dividers (Privacy Screens)	23
Cart Utility (Black)	4