



PANDEMIC FLU POLICY/PLANNING

March 2009

Introduction

The College's primary aim is to protect its pupils from this virus.

This policy is based on advice from the World Health Organisation (WHO) and the Department for Children, Schools and Families.

Background

The Government's Chief Medical Officer has produced a document entitled 'Explaining Pandemic Flu'. In it, he states;

"The World Health Organisation (WHO) and other international organisations have recently warned that an influenza (flu) pandemic is 'inevitable'. The consequences of an influenza pandemic would be serious with the number of people falling ill and dying being far higher than with 'ordinary' winter flu outbreaks."

No one knows exactly when a pandemic will occur. Once the pandemic arrives, it is likely to spread throughout the country in a matter of weeks. When it does occur, it may come in two or more waves several months apart. Each wave may last two to three months across the UK as a whole.

The Government has already published a considerable amount of advice for schools in preparation for the pandemic. A guide to these various publications is attached in Annex 1.

Why are we so concerned about pandemic flu?

- 1) A pandemic occurs when a new influenza virus emerges and starts spreading as easily as normal influenza – by coughing and sneezing. Because the virus is new, the human immune system will have no pre-existing immunity. This makes it likely that people who contract pandemic influenza will experience more serious disease than that caused by normal influenza.
- 2) Once a fully contagious virus emerges, its global spread is considered inevitable. Because most people will have no immunity to the pandemic virus, infection and illness rates are expected to be higher than during seasonal epidemics of normal influenza.
- 3) Supplies of vaccines and antiviral drugs – the two most important medical interventions for reducing illness and deaths during a pandemic – will be

inadequate in all countries at the start of a pandemic and for many months thereafter.

- 4) Large numbers of deaths will occur. Accurate predictions of mortality cannot be made before the pandemic virus emerges and begins to spread. All estimates of the number of deaths are purely speculative. WHO has used a relatively conservative estimate – from 2 million to 7.4 million deaths – because it provides a useful and plausible planning target.
- 5) Economic and social disruption will be great. High rates of illness and worker absenteeism are expected, and these will contribute to social and economic disruption.
- 6) Every country must be prepared. The WHO has issued a series of [recommended strategic actions \[pdf 113kb\]](#) for responding to the influenza pandemic threat. The actions are designed to provide different layers of defence that reflect the complexity of the evolving situation.
- 7) The WHO will alert the world when the pandemic threat increases. Six distinct phases have been defined to facilitate pandemic preparedness planning, with roles defined for governments, industry, and WHO. The present situation is categorized as phase 3: a virus new to humans is causing infections, but does not spread easily from one person to another.

Why Pandemic influenza is different from avian influenza?

Avian influenza refers to a large group of different influenza viruses that primarily affect birds. On rare occasions, these bird viruses can infect other species, including pigs and humans. The vast majority of avian influenza viruses do not infect humans. An influenza pandemic happens when a new subtype emerges that has not previously circulated in humans.

For this reason, avian H5N1 is a strain with pandemic potential, since it might ultimately adapt into a strain that is contagious among humans. Once this adaptation occurs, it will no longer be a bird virus--it will be a human influenza virus. Influenza pandemics are caused by new influenza viruses that have adapted to humans.

What are the symptoms of human flu?

Human flu symptoms are:

- fever
- cough
- headache
- severe weakness and fatigue
- sore throat
- aching muscles and joints
- runny nose

How this affects Kelly College

1) Contingency Plans - The school has drawn up an emergency plan for action to be taken in the event of a pandemic flu outbreak. This is outlined in detail below.

Stage One – Now – Prevention

- Educate boarders and staff on effective hygiene especially hand washing
- Use of appropriate / effective cleaning products
- Buy plastic aprons and appropriate masks for future use
- Educate staff in the recognition of symptoms of this particular strain of flu
- Keep up-to-date with the Department of Health and World Health Organisation websites for current information and their contingency plans.
- Look into availability cost etc of anti viral drugs and or vaccination for staff members who volunteer to look after sick pupils.

Stage Two – If human-human transmission of avian flu should occur increasing the likelihood of a flu pandemic occurring

1. If an outbreak of flu occurs in the region of an overseas country which boarders are going to for a holiday:
 - a) The boarders should be advised to remain in this country with a guardian or host family with a letter home to parents
 - b) If the boarders / parents choose to ignore this advice and return home the school must insist that they do not return to the UK to avoid the threat of infection
2. If an outbreak of flu occurs in the UK:
 - a) A form should be sent home to all parents to complete and return to confirm that their child has not been in contact with an infectious disease on return from holiday
 - b) Parents of overseas boarders should be reassured that the outbreak is not in our region of the country
 - c) Unnecessary travel in the UK must be prevented except where necessary to interviews and airports
 - d) Parents should be made aware by letter of the course of action the school will take in the event of points 3, 4 and 5 below, especially point 5g.
 - e) Further review of point 5 below, to establish isolation areas and staffing issues within the boarding houses.
3. If an outbreak of flu occurs in Plymouth:
 - a) Headmaster to inform all parents of boarders especially those overseas so that they have the option of taking their child out of boarding temporarily if they so choose
 - b) All unnecessary travel within Plymouth to be prevented; boarders to be kept on school site and not allowed into town
 - c) Weekend activities to be restricted to the school site
4. If an outbreak of flu occurs in school:
 - a) All parents must be informed immediately and be given the option of choosing to exclude their child, especially boarders because of the threat of infection spreading quickly in the residential setting

- b) At this stage it would be advisable for weekly boarders to go home and become day pupils, additionally any boarder with an appropriate guardian in the Plymouth area could be expected to move out of the boarding house
5. If an outbreak of flu occurs in a boarding house:
- a) All parents must be informed immediately
 - b) The sick boarder(s) will be isolated within the house and UK based parents will be expected to remove them as soon as possible
 - c) Any remaining weekly boarders will be expected to go back home
 - d) There will be the need for a group of staff to be responsible for the boarders that are well
 - e) There will be the need for any willing staff to be responsible for nursing sick boarders who cannot return home – this will not be any staff who have young children themselves
 - f) There will be the need for suitable meals to be brought to the boarding house to be handed in for the sick boarders
 - g) Should the school shut well boarders will be expected to go home or to guardians/host families. (We anticipate that some boarders will not have this option and will remain at school, so point d) above still applies).

2) The Parent Contract - As there is no force majeure clause in the Kelly College Terms and Conditions if the school cannot provide educational services it will be in breach of contract and parents will therefore not be liable to pay their fees. In the event of a pandemic flu outbreak that results in the interruption of educational services the school will need to say:

- A pandemic of [flu] has arisen;
- The school has been directed by [insert authority] to close while the pandemic lasts, which is expected to be [how long];
- The School will continue to provide educational services [insert how];
- The School will keep parents fully informed of situation and look forward to resuming normal operations as soon as possible.
- The school asks parents to work with it to minimise the disruption caused.

There are difficulties which schools in this position may encounter because;

- (i) If a reduced service is being provided parents may ask for a refund of fees paid; and;
- (ii) Parents could claim the contract has been breached and refuse to pay fees and/or seek damages for non-performance.

Good communications are going to be important to minimise the number of claims/requests for refunds.

3) Insurance

a) Consequential Loss or Business Interruption - The school has business interruption insurance with a limit liability of up to £5.7 million with a Maximum Indemnity Period of 12 months. This includes an element of cover for loss of revenue resulting from closure of the School by a competent local authority as a consequence of a “Notifiable Disease” as defined in the insurance policy. A copy of the relevant section of the policy wording is attached in Appendix 2.

There is no insurance cover for loss of income resulting from a decision taken independently by the School to close their premises.

b) Public Liability – If you need to make a decision in connection with Avian Influenza or a Pandemic Flu outbreak, any liability incurred by the School for injury arising from such a decision will be covered by our Public Liability Insurance.

Conclusion

This policy may change if there are any further developments or advice from the World Health Organisation, the National Health Service or the Foreign and Commonwealth Office. Please be alert to the situation worsening in your country and be realistic as to whether you should return to Kelly.

Please read this policy in conjunction with the School's Avian Flu Policy.

If you are in any doubt please seek advice from the Headmaster, Mr Graham Hawley or the Health and Safety Officer, Mr Chris Short, or the School Nurse, Miss Ella Power at Kelly College.

Further developments will be available in the news section of the College website.

Appendix 1

Serial	Name of Publication	May be found at:
1	Pandemic Influenza. This web page then provides links to: <ul style="list-style-type: none"> • The Department of Health’s Pandemic Flu Guidance • The UK Influenza Pandemic Contingency Plan • The HSE’s Pandemic Flu Workplace Guidance 	http://www.hse.gov.uk/biosafety/diseases/pandemic.htm
2	Full Guidance to Schools and Children’s Services	http://www.teachernet.gov.uk/_doc/9942/FullGuidance.doc
3	Summary Guidance to Schools	http://www.teachernet.gov.uk/_doc/9943/Shortversionofguidanceforschools.doc
4	Guidance for Childcare and Early Years Settings	http://www.teachernet.gov.uk/_doc/9944/Shortversionofguidanceforschools.doc
5	Guidance to Further Education Colleges	http://www.teachernet.gov.uk/_doc/9945/GuidanceforFEcolleges.doc
6	Guidance to Higher Education Institutions	http://www.teachernet.gov.uk/_doc/9946/GuidanceforHEinstitutions.doc
7	Information for Parents	http://www.teachernet.gov.uk/_doc/9947/informationforparents.doc
8	Model Pandemic Flu Plan for Schools	http://www.teachernet.gov.uk/_doc/10714/ModelFluPlan.doc
9	Model Pandemic Flu Plan for FE Colleges	http://www.teachernet.gov.uk/_doc/10715/PandemicFluPlanningChecklistForColleges.rtf
10	Infection Control Guide for Day/Early/Childcare	http://www.teachernet.gov.uk/_doc/11481/ifc_eychildcaresettings.doc
11	Summary Chart for Early Years/Childcare	http://www.teachernet.gov.uk/_doc/11482/sc_eychildcaresettings.doc
12	Infection Control Guidance for Childminders	http://www.teachernet.gov.uk/_doc/11483/ifc_childminders.doc
13	Summary Chart for Childminders	http://www.teachernet.gov.uk/_doc/11484/sc_childminders.doc
14	Infection Control Guidance (residential)	http://www.teachernet.gov.uk/_doc/11485/ifc_residentialsettings.doc
15	Infection Control Guidance (HE and FE)	http://www.teachernet.gov.uk/_doc/11486/ifc_HEandFE.doc
16	NHS Hand-Washing Poster	http://www.teachernet.gov.uk/_doc/11487/NHS_handwashposter.pdf
17	NHS “Coughs and Sneezes” Poster	http://www.teachernet.gov.uk/_doc/11488/NHS_coughssneezesposter.pdf

Appendix 2

Sent by Julie Moore of HSBC Bank on 29-01-08

Avian Influenza

In response to your recent enquiry we can confirm that, in the event of an outbreak of Avian Influenza, at the time of writing your insurances will potentially respond as follows:-

Business Interruption

Your Business Interruption insurance includes an element of cover for loss of revenue resulting from closure of the School premises by a competent local authority as a consequence of an occurrence of a "Notifiable Disease" as defined in your insurance.

A copy of the relevant section of the policy wording is attached, and cover is of course additionally subject to the full terms and conditions of the policy in your possession.

Please note in particular the requirements for Avian Influenza to be classed as a HUMAN infectious or HUMAN contagious disease, and for an outbreak to occur within a 25 mile radius of the premises.

There is, however, no cover for loss of income resulting from a decision taken independently by the School to close their premises.

Public Liability

If you need to make a decision in connection with Avian Influenza, any liability incurred by the School for injury arising from such a decision will be covered by our Public Liability Insurance.

Closure by Authorities

The insurance by this section shall be subject to the Special Conditions set out below extend to include loss resulting from interruption of or interference with the Business carried out by the Insured at the premises in consequence of;

1. (a) any occurrence of a Notifiable Disease (as defined below) at the Premises or attributable to food or drink supplied from the Premises
(b) any discovery of an organism at the Premises likely to result in the occurrence of a Notifiable Disease
(c) any occurrence of a Notifiable Disease within a radius of 25 miles of the Premises
2. the discovery of vermin or pests at the Premises
3. any accident causing defects in the drains or other sanitary arrangements at the Premises which causes restrictions on the use of the Premises on the order or advice of the competent local authority

Special Conditions

- (i) Notifiable Disease shall mean illness sustained by any person resulting from
 - (a) food or drinking poisoning
 - (b) any human infectious or human contagious disease (excluding Acquired Immune Deficiency Syndrome "AIDS") an outbreak of which the competent local authority has stipulated shall be notified by them.
- (ii) For the purpose of this endorsement Indemnity Period shall mean the period during which the results of the Business shall be affected in consequence of the occurrence discovery or accident beginning with the date from which the restrictions on the Premises are applied and ending no later than the Maximum Indemnity Period thereafter

Maximum Indemnity Period shall mean 12 months

Premises shall mean only those locations stated in the Premises definition

In the event that the policy includes an extension which deems loss destruction or damage at other locations to be an Incident such extension shall not apply to this memorandum

- (iii) The Insurer shall not be liable under this memorandum for any costs incurred in the cleaning repair replacement recall or checking of property
- (iv) The Insurer shall only be liable for the loss arising at those Premises which are directly affected by the occurrence discovery or accident

Your Public Liability insurers would expect you to take all reasonable precautions Notwithstanding the generality of this requirement it would be expected to include:-

- following medical advice from the relevant bodies such as local authorities, the Department of Health and the World Health Organisation
- following the advice of the Foreign & Commonwealth Office if considering either trips to an affected area or accepting pupils/staff back from an affected area
- in the case of pupils/staff returning back from an affected area, obtaining medical confirmation that they have returned in good health

Travel (applicable only if you effect Travel Insurance through us)

The Travel insurer is reluctant to provide categorical confirmation of cover, and ultimately every claim will be treated on its individual merits.

Subject to this, the Travel insurer has indicated that they will consider cancellation claims for trips to affected areas as long as they were booked in good faith and subject to the Foreign and Commonwealth Office subsequently advising against travel to the area in question.

The Travel insurer has also indicated that they will meet claims for medical expense incurred in connection with Avian Influenza, in accordance with the policy cover.

The fundamental objective of the insurance is, of course, to protect against fortuitous unforeseen events. Therefore, as the threat of a pandemic becomes more of a reality it is possible that insurers will seek to reduce the scope of cover or remove it all together.

Please, therefore, note that all insurers – and their reinsurers – are regularly reviewing this matter, and the advice contained in this letter is only valid at this present time.

For a risk magnitude of a pandemic, we believe that untimely the answer lies not in insurance but with the management of the risk. We therefore strongly suggest that you review your Business Continuity Plan(s) to include the possible consequences of a pandemic, seeking the advice from relevant authorities as necessary.