

**SUBMITTAL TO THE BOARD OF SUPERVISORS  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

614



**FROM:** Community Health Agency / Department of Public Health

**SUBMITTAL DATE:**  
June 29, 2010

**SUBJECT:** Approve the Agreement between the County of Riverside Department of Public Health (DOPH) and the California Department of Public Health, Emergency Preparedness Office (EPO).

**RECOMMENDED MOTION:** That the Board of Supervisors:

- 1) Approve the Agreement between the County of Riverside Department of Public Health (DOPH) and the California Department of Public Health, Emergency Preparedness Office (EPO); and
- 2) Authorize the Chairperson to sign three (3) originals of said Agreement on behalf of the County; and
- 3) Authorize the Purchasing Agent to sign subsequent Amendments from the CDPH pursuant to this agreement; and
- 4) Authorize the Purchasing Agent to sign and approve MOUs and any subsequent Amendments with hospitals in Riverside County for the back-up storage of Cyanokits.

**BACKGROUND** on page 2

SH:KS:nm/ys

*Susan D. Harrington*  
Susan Harrington, Director of Public Health

<b>FINANCIAL DATA</b>	<b>Current F.Y. Total Cost:</b>	\$ 0	<b>In Current Year Budget:</b>	N/A
	<b>Current F.Y. Net County Cost:</b>	\$ 0	<b>Budget Adjustment:</b>	N/A
	<b>Annual Net County Cost:</b>	\$ 0	<b>For Fiscal Year:</b>	10/11

<b>SOURCE OF FUNDS:</b> 100% grant funded through Federal Department of Homeland Security through the California Department of Public Health	<b>Positions To Be Deleted Per A-30</b>	<input type="checkbox"/>
	<b>Requires 4/5 Vote</b>	<input type="checkbox"/>

**C.E.O. RECOMMENDATION:**

APPROVE  
*Debra Cournoyer*  
Debra Cournoyer

**County Executive Office Signature**

ATTACHMENTS FILED WITH THE CLERK OF THE BOARD OF SUPERVISORS COUNTY COUNSEL  
 BY: NEAL R. KIPNIS  
 DATE: 7/2/10  
 Purchasing: *Mark Seller*  
 Mark Seller, Assistant Director  
 Departmental Concurrence

Dept't Recomm.:  Consent  Policy  
 Per Exec. Ofc.:  Consent  Policy

**SUBJECT:** Approve the Agreement between the County of Riverside Department of Public Health (DOPH) and the California Department of Public Health, Emergency Preparedness Office (EPO).

**BACKGROUND (CONTINUED):**

In 2007, the California Department of Public Health (CDPH) received Office of Homeland Security Grant Funds to purchase Cyanokits, the antidote for cyanide poisoning. The CDPH is in the process of distributing the Cyanokits throughout the State's six Mutual Aid regions, according to population, for backup storage.

The Riverside County Department of Public Health, Emergency Preparedness and Response Branch (DOPH) will be a "Pass Through Agent" between CDPH and hospitals throughout the County of Riverside. The DOPH will be receiving 197 Cyanokits which will be placed in local hospitals for back-up storage.

The DOPH will develop MOU's with local hospitals that will entail provisions such as proper storage, security, accessibility, and disposal of the Cyanokits. The Cyanokits will be used for the treatment of first responders and the public who are exposed to cyanide.

**FINANCIAL INFORMATION:** 100% grant funded through Federal Department of Homeland Security through the California Department of Public Health.

**MEMORANDUM OF AGREEMENT  
BETWEEN THE  
STATE OF CALIFORNIA  
DEPARTMENT OF PUBLIC HEALTH  
AND  
THE RIVERSIDE COUNTY DEPARTMENT OF PUBLIC HEALTH**

**Purpose**

The purpose of this MOA is to coordinate backup storage for Cyanokits® at Local Health Department (LHD) storage sites. There are also provisions in this MOA whereby the LHD may opt to act as a “pass-through agent” between CDPH and facilities/hospitals in the LHD’s jurisdiction. A Cyanokit® is an antidote for known or suspected cyanide poisoning and is intended to be used as such. A separate Memorandum of Agreement (MOA) has been established for the forward placement of Cyanokits® in strategically placed hospitals throughout the State as primary sites for this resource.

**Parties**

The parties to this MOA are the State of California Department of Public Health (CDPH) and the Riverside County Department of Public Health, herein referred to as the LHD.

**CDPH Responsibilities**

- Purchase Cyanokits®.
- Coordinate the shipment and delivery of Cyanokits® to the LHD.
- Designate a single person to be the CDPH Cyanokit® point of contact (POC) and designate an alternate CDPH Cyanokit® (APOC) to backup the CDPH Cyanokit® POC. Provide contact information on the CDPH Cyanokit® POC and APOC to the LHD prior to delivery of the Cyanokits® to the LHD. (Attachment A)
- Conduct on site inventories, at the CDPH’s discretion. Where reasonably practical and in the best interest of the State as determined by CDPH, provide a minimum of seven days advance notice to the LHD of the timing of such inspections.
- Arrange for regional and / or hospital educational training program opportunities on the use of the Cyanokit®.

## LHD Responsibilities

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- Identify a DEA registrant who will be responsible for acceptance, storage, security and chain-of-custody issues.
- Receive and store the Cyanokits® in an area that meets the California State Board of Pharmacy's site requirements as to lighting, ventilation, temperature control, sanitation, humidity, security conditions, etc.
- Develop and maintain an Operational Plan that includes 24/7 access and rapid distribution of Cyanokits to hospitals for emergency use in treating known or suspected cyanide poisoning.
- In the event of any use, compromise or loss of Cyanokit® materiel, report the use, compromise or loss to the CDPH POC as soon as possible, but no later than 24 hours following discovery. In the event of an accidental compromise to the Cyanokit® materiel (e.g., fire or accidental damage), the LHD will not be held responsible.
- Share Cyanokit® assets per their Operational Plan with neighboring hospitals when requested from the requesting hospital, the Operational Area emergency response agencies or CDPH.
- Appropriately dispose of Cyanokit® assets when they reach the shelf life expiration date at no cost to the CDPH. Monitor product recalls of Cyanokit® and follow manufacturer instructions for such recalls.
- Designate a single person to be the LHD Cyanokit® POC and designate at least one APOC. Provide contact information to the CDPH Cyanokit® POC prior to delivery of the Cyanokit® and provide updates as changes occur. (Attachment B)
- Allow CDPH Cyanokit® POC or APOC or designee access to the Cyanokit® storage area and cooperate fully with the CDPH for all inventories.
- Allow the CDPH, at its discretion, to strategically move, either temporarily or permanently, the Cyanokits®, at any time to protect the public. Assist CDPH, at its request (and cost), in making any such movements.

## COSTS

CDPH agrees to purchase and deliver Cyanokit® materiel at no cost to the LHD.

The LHD agrees to dispose of Cyanokit® materiel at its own expense when such materiel reaches its shelf life or is rendered unusable.

~~The LHD agrees to pay for all costs associated with storing the Cyanokit® materiel.~~

Unless otherwise planned for by the LHD, the Requesting Facility (hospital) accepts responsibility for all costs associated with the movement of the Cyanokit® product according to the principles of the Standardized Emergency Management System (SEMS).

### **LHD Option to Act as Pass-Through Agent**

If the LHD would like to act as a pass-through agent between CDPH and health care facilities (referred to as FACILITY) in the LHD's jurisdiction, the LHD shall draft and submit a LHD-to-FACILITY MOA to CDPH for its review and approval. The MOA must specify how all of the provisions stipulated in this document between CDPH and the LHD will apply among CDPH, the LHD, and the FACILITY, including how the responsibilities (see below for an outline of a possible example) and costs will be distributed. The other provisions of the LHD-to-FACILITY MOA will include Liabilities, Effect on Procedures and Laws, Settling of Disputes, etc. as seen in this document.

#### CDPH Responsibilities:

- Purchase Cyanokits®
- Ship Cyanokits® to LHD
- Conduct onsite inventories
- Assist with regional trainings

#### LHD Responsibilities:

- Identify DEA registrant responsible for acceptance, storage, security of product
- Receive and store Cyanokits®
- Create a CDPH-approved MOA for use between LHD and facilities
- Ship Cyanokits® to facilities
- Develop and maintain a 24/7 Operational Plan
- Share Cyanokit® resources when requested for emergency use
- Provide Use Statistics back to CDPH
- Designate POC for interaction between CDPH and LHD
- Allow CDPH access for inventories
- Allow CDPH to move Cyanokits® as needed
- Dispose of any expired Cyanokits® not placed in facilities

## Facility Responsibilities:

- Identify DEA Registrant responsible for acceptance, storage, security of product
- Receive and store Cyanokits®
- Sign MOA with LHD
- Agree to share Cyanokits® with neighboring hospitals when requested
- Report Use to LHD
- Dispose of Cyanokits® when expired
- Designate POC to work with the LHD
- Allow CDPH access for inventories

## **Liability**

Each party to this agreement shall be responsible for its own acts and omissions and those of its officers, employees and agents. Neither party to this MOA agrees to release, hold harmless, or indemnify the other party from any liability that may arise from or relate to this MOA. No party to this agreement shall be responsible for the acts or omissions of entities not a party to this agreement.

## **Effect on Procedures and Laws**

The parties to this MOA agree to comply with all applicable federal and state laws and regulations.

## **No Private Right Created**

This document is an internal agreement between CDPH and the LHD and does not create or confer any right or benefit on any other person or party, private or public. Nothing in this agreement is intended to restrict the authority of either signatory to act as provided by law or regulation, or to restrict any agency from enforcing any laws within its authority or jurisdiction.

## **Settlement of Disputes**

The parties agree to consult with one another in good faith to resolve any disagreements that may arise from or relate to this MOA, before referring the matter to any other person or entity for settlement.

## **Effective Date, Modification, and Termination**

This agreement shall become effective when agreed upon and signed by both parties. The terms of this agreement may be modified in writing upon the consent and signature agreement of both parties. This agreement may be terminated by CDPH at any time by giving written notice to LHD. The LHD may terminate this agreement by giving written

notice to CDPH at least three months in advance of the effective date of termination. In the event of termination, all unused Cyanokits® are property of CDPH and shall be immediately returned to CDPH within thirty days of the termination date.

**Capacity to Enter into Agreement**

The persons executing this MOA on behalf of their respective entities hereby represent and warrant that they have the right, power, legal capacity, and appropriate authority to enter into this agreement on behalf of the entity for which they sign.

**Attachments**

- A. CDPH Cyanokit® Point of Contact Information
- B. LHD Point of Contact Information

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**Elisabeth H. Lyman**  
**Deputy Director,**  
**Public Health Emergency Preparedness**

\_\_\_\_\_  
**Signing on behalf of Riverside County**

**Marion Ashley, Chairman**  
Title of Signatory

\_\_\_\_\_  
**Date Signed**

\_\_\_\_\_  
**Date Signed**

FORM APPROVED COUNTY COUNSEL

BY: Neal R. Kipnis

DATE 1/2/10

## ATTACHMENT A

### CDPH CYANOKIT Point of Contact Information

CDPH Cyanokit <i>Primary</i> Point of Contact	
<u>Dana Grau, PharmD</u> <small>Name</small>	<u>Pharmaceutical Consultant II</u> <small>Title</small>
Office Phone: (916) 319-8187	Cell Phone: (916) 208-7058
Home Phone: (209) 466-9308 or (831) 429-5157	
E-Mail Address: <a href="mailto:dana.grau@cdph.ca.gov">dana.grau@cdph.ca.gov</a>	

CDPH Cyanokit <i>Alternate</i> Point of Contact #1	
<u>Anne M. Bybee</u> <small>Name</small>	<u>Emergency Planner</u> <small>Title</small>
Office Phone: (916) 650-6462	Cell Phone: (916) 346-0776
Home Phone: (916) 792-3001	
E-Mail Address: <a href="mailto:anne.bybee@cdph.ca.gov">anne.bybee@cdph.ca.gov</a>	

CDPH Cyanokit <i>Alternate</i> Point of Contact #2
CDPH Duty Officer (Ask to be placed in contact with On-Call Pharmacist) (916) 328-3605
EPO Duty Officer Pager: (916) 328-9025

U.S. Mail Address:

Emergency Pharmaceutical Services (EPSU)  
California Department of Public Health  
Emergency Preparedness Office  
P.O. Box 997377, MS 7002  
Sacramento, CA 95899-7377



## ATTACHMENT B

### CYANOKIT Storage LHD Point of Contact Information

**CYANOKIT Storage for The Riverside County Department of Public Health**

**Main Phone Number:** 951-358-7100

**State of California Mutual Aid and Administrative Region:** VI

**DEA Registration Number:** RA0366725

**Controlled Substance Schedules per DEA Registration:** 4

#### CYANOKIT Storage LHD Primary Point of Contact

Anne Accurso Name CRI Program Coordinator Title  
**Office Phone:** 951-358-7100 **Cell Phone:** 951-538-3005  
**Home Phone:** 951-675-0503 **Pager:** \_\_\_\_\_  
**E-Mail Address:** aaccurso@co.riverside.ca.us

#### CYANOKIT Storage LHD Alternate Point of Contact #1

Britta Barton Name Disaster Coordinator, Sr. EMS Specialist Title  
**Office Phone:** 951-358-7100 **Cell Phone:** 951-453-6347  
**Home Phone:** 951-679-4935 **Pager:** 909-876-1598  
**E-Mail Address:** brittabarton@co.riverside.ca.us

#### CYANOKIT Storage LHD Alternate Point of Contact #2

PHEPR Duty Officer (24/7 contact) Name \_\_\_\_\_ Title  
**Office Phone:** 951-782-2977 **Cell Phone:** \_\_\_\_\_  
**Home Phone:** \_\_\_\_\_ **Pager:** \_\_\_\_\_  
**E-Mail Address:** \_\_\_\_\_