

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

724



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

**SUBMITTAL DATE:**  
October 18, 2011

**SUBJECT:** Approve the Memorandum of Understanding between the County of Riverside Department of Public Health (DOPH) and the California Department of Public Health (CDPH) to Receive, Store and Utilize Medical Surge Assets.

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

- 1) Approve the Memorandum of Understanding between the County of Riverside Department of Public Health (DOPH) and the California Department of Public Health (CDPH); and
- 2) Authorize the Chairperson to sign four (4) originals of said Agreement on behalf of the County

**BACKGROUND:** The California Department of Public Health (CDPH) developed a cache of medical surge equipment that was stored in state warehouses but intended for distribution to local health jurisdictions during an emergency.

Background Continued on Page 2.

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

KS:nmh

<b>FINANCIAL DATA</b>	Current F.Y. Total Cost:	\$ 0	In Current Year Budget:	N/A
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	NO
	Annual Net County Cost:	\$ 0	For Fiscal Year:	11/12

<b>SOURCE OF FUNDS:</b> 100% of the equipment and supplies were purchased using the State General Fund through the State of California Department of Public Health (CDPH).	<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

BY: *Debra Cournoyer*  
Debra Cournoyer

**County Executive Office Signature**

- Consent
- Policy
- Consent
- Policy

Dept's Recomm.:  
Per Exec. Ofc.:

**Prev. Agn. Ref.:**

**District:** All

**Agenda Number:**

ATTACHMENTS FILED  
WITH THE CLERK OF THE BOARD

3.5

FOR AN APPROVED COUNTY COUNSEL  
BY: NEAL R. KIPNIS DATE

Departmental Concurrence

**SUBJECT:** Approve the Memorandum of Understanding between the County of Riverside Department of Public Health (DOPH) and the California Department of Public Health (CDPH) to Receive, Store and Utilize Medical Surge Assets.

**BACKGROUND (Continued):** As a result of budget cuts, CDPH is no longer able to support these warehouses.

In February 2011, CDPH announced that these caches would be made available to local health jurisdictions for storage and use during a public health or medical emergency. This measure will reduce the States storage cost and place the assets within the organizations for which they were intended. The assets to be maintained in Riverside County include Alternate Care Site (ACS) caches, N95 respirators and ventilators. A complete listing of assets to be transferred to DOPH is contained in appendix A of the MOU, Attachment C.

In addition, the Riverside County DOPH recently completed the Warehouse Operations Center (WOC) at the warehouse. This WOC allows DOPH to effectively and efficiently manage medical and health equipment caches, thereby improving the preparedness of Riverside County to respond to a large scale event. The Public Health Emergency Preparedness and Response Branch currently maintains a warehouse where there is sufficient space to store the medical surge assets from CDPH at no additional cost.

**FINANCIAL INFORMATION:** 100% of the equipment and supplies were purchased using the State General Fund through the State of California Department of Public Health (CDPH). CDPH is paying all costs associated with transferring the assets to the DOPH warehouse.

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE  
STATE OF CALIFORNIA  
DEPARTMENT OF PUBLIC HEALTH  
AND**

**THE Riverside County Department of Public Health (DOPH)**

**Purpose**

The purpose of this Memorandum of Understanding (MOU) is to delineate the conditions under which the California Department of Public Health (CDPH) will transfer medical surge assets to the Riverside County DOPH Health Department. These assets include Alternate Care Site (ACS) caches, antivirals, N95 respirators, and ventilators that were purchased on behalf of the Health Department and are collectively referred to as "medical surge assets" in this MOU. Separate Appendix lists the specific items to be transferred to this LHD.

**Parties**

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

**CDPH Responsibilities**

- Coordinate the transport and delivery of medical surge assets to the LHD.
- Delineate the conditions for use of the medical surge assets.
- Delineate the storage and maintenance requirements of the medical surge assets.
- Provide suggested language for an MOU between the LHD and medical facilities that agree to store the medical surge assets.

**LHD Responsibilities**

- Receive the medical surge assets from CDPH.
- ~~Store the medical surge assets per requirements detailed below;~~

- Antivirals. Shall be stored in an area that meets the California State Board of Pharmacy's site requirements as to lighting, ventilation, temperature control (59 – 86 degrees Fahrenheit), sanitation, humidity, security conditions, etc. Relenza 5mg pallets may be stacked three high and Tamiflu 75mg, 45mg, and 30mg may be stacked two high without racking systems.
- N95 Respirators. Shall be stored in a clean, well ventilated area under the following conditions: temperatures between -4 degrees to 86 degrees Fahrenheit and relative humidity of 80 percent or less. Pallets should not be stacked over two high.
- ACS Caches. Stored per separate product chart requirements
- Ventilators. Stored at normal room temperature
- Provide a California State Board of Pharmacy wholesale drug permit license number or a DEA registrant who will be responsible for acceptance, storage, security and chain-of-custody issues for the antivirals.
- Agree not to dispense the antivirals unless authorized to do so by CDPH as the result of a declared pandemic.
- Develop and maintain an Operational Plan that includes 24/7 access and rapid distribution of the medical surge assets for emergency use.
- Ensure that the medical surge assets are used only during emergency situations per guidance provided by the local Health Officer and/ or CDPH for each specific event.
- Make available the medical surge assets to any requesting entity following the guidelines of the Standardized Emergency Management System (SEMS) and work with requesting entity to determine payment of costs associated with transfer of such materiel.
- Agree not to sell, donate for non-emergency use or trade the medical surge assets.
- Appropriately dispose of the medical surge assets when they reach the shelf life expiration date at no cost to CDPH.
- Monitor product recalls of medical surge assets and follow manufacturer instructions for such recalls.
- Should the antivirals become eligible for participation in a FDA Shelf Life Extension Program (SLEP), determine the feasibility and cost justification for participation.

## **COSTS**

- CDPH agrees to pay for the transport and delivery of the medical surge assets at no cost to the LHD.
- The LHD agrees to pay for all costs associated with storage and maintenance of the medical surge assets.
- The LHD agrees to pay for any costs associated with SLEP if the LHD opts to participate in such a program.
- The LHD agrees to pay for all costs associated with disposal of the medical surge assets.
- There will be no costs to the LHD associated with the damage, destruction, or loss of materiel transferred to the LHD and covered in this agreement.

## **LHD Option to Forward Deploy Assets to Health Care Facilities**

If the LHD desires to forward deploy the medical surge assets to health care facilities (herein referred to as FACILITY) in the LHD's jurisdiction, the LHD shall enact a LHD-to-FACILITY MOU which delineates how all of the provisions stipulated in this document will apply among CDPH, the LHD, and the FACILITY, including how the responsibilities and costs will be distributed. The provisions of the LHD-to-FACILITY MOU will include Liabilities, Effect on Procedures and Laws, Settling of Disputes, etc. as seen in this document.

## **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 MOU agrees to release, hold harmless, or indemnify the other party from any liability that may arise from or relate to this MOU. 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 MOU 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 MOU, before referring the matter to any other person or entity for settlement.

**Effective Date and Modification**

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.

**Capacity to Enter into Agreement**

The persons executing this MOU 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.

\_\_\_\_\_  
Elisabeth H. Lyman, Deputy Director  
Public Health Emergency Preparedness

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

\_\_\_\_\_  
Signing on Behalf of:

Bob Buster, Chairman  
Riverside County Board of Supervisors

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

FORM APPROVED COUNTY COUNSEL

BY:   
NEAL R. KIPNIS

\_\_\_\_\_  
DATE

**Appendix A.**

CDPH will transfer to County of Riverside Department of Public Health the following medical surge assets:

**Antivirals:**

\_\_\_\_\_ cases Tamiflu 75 mg

\_\_\_\_\_ cases Tamiflu 45 mg

\_\_\_\_\_ cases Tamiflu 30 mg

\_\_\_\_\_ cases Relenza

**N95 Respirators:**

\_\_\_\_\_ pallets State Consolidated N95s

100 cases 3M 1860

25 cases 3M 1860s

25 cases 3M 1870

**ACS Caches:**

2 ACS cache(s) (20 pallets per cache)

**Ventilators:**

200 LTV 1200 Ventilators