

**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

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

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

C.E.O. RECOMMENDATION:

APPROVE

Debra Courmoyer
Debra Courmoyer

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Stone, seconded by Supervisor Benoit and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Buster, Stone, Benoit and Ashley
Nays: None
Absent: Tavaglione
Date: July 27, 2010
xc: CHA-Public Health, Purchasing

Kecia Harper-Ihem
Clerk of the Board,
By: *Kecia Harper-Ihem*
Deputy

3.16

Prev. Agn. Ref.:

District: All

Agenda Number:

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

Dep'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.

WHEN DOCUMENT IS FULLY EXECUTED RETURN
CLERK'S COPY
to Riverside County Clerk of the Board, Stop 1010
Post Office Box 1147, Riverside, Ca 92502-1147
Thank you.

**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®.

JUL 27 2010 1
3.16
2010-08-108366

LHD Responsibilities

- 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

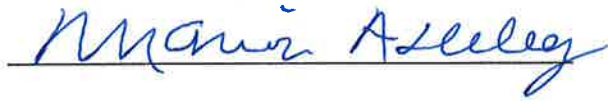
The persons executing this MOA on behalf of their respective entities hereby represent and warrant that they have the right, power, legal capacity, and appropriate authority to enter into this agreement on behalf of the entity for which they sign.

Attachments

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



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



Signing on behalf of Riverside County

Marion Ashley, Chairman

Title of Signatory

JUL 27 2010

Date Signed

8-5-10

Date Signed

FORM APPROVED COUNTY COUNSEL

BY:


NEAL R. KIPNIS

DATE

ATTEST:

KECIA HARPER-IHEM, Clerk

By 

DEPUTY

WHEN DOCUMENT IS FULLY EXECUTED RETURN
CLERK'S COPY

to Riverside County Clerk of the Board, Stop 1010
Post Office Box 1147, Riverside, Ca 92502-1147
Thank you.

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: <u>dana.grau@cdph.ca.gov</u>	

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: <u>anne.bybee@cdph.ca.gov</u>	

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: _____

RESOLUTION

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2
3 **BE IT RESOLVED** by the Board of Supervisors of the County of Riverside, State of
4 California, in regular session assembled on Tuesday, July 27, 2010, that Marion Ashley, the
5 Chairman of this Board is authorized and directed to execute on behalf of said County the
6 State Standard Agreement No. 10-096 between Riverside County and California Department
7 of Public Health, Emergency Preparedness Office providing: for distribution of Cyanokits.
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9 Roll Call:

10 Ayes: Buster, Stone, Benoit and Ashley
11 Nays: None
12 Absent: Tavaglione
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19 The foregoing is certified to be a true copy of a resolution duly adopted by said Board
20 of Supervisors on the date therein set forth.

21 KECIA HARPER-IHEM, Clerk of said Board

22 By: _____
23 Deputy

