

527



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

FROM: Department of Public Health

SUBMITTAL DATE:

SUBJECT: Ratify the Memorandum of Understanding (MOU) between the County of Riverside Department of Public Health (DOPH) and the California Department of Public Health (CDPH) to store a CDPH Emergency Response Trailer in the DOPH Warehouse. Contract #12-130.

RECOMMENDED MOTION: That the Board of Supervisors:

- 1) Ratify the Memorandum of Understanding between the County of Riverside Department of Public Health (DOPH) and the California Department of Public Health (CDPH) from February 1, 2012 to December 31, 2017; and
- 2) Authorize and direct the Director of Public Health to sign six (6) originals of said MOU on behalf of the County; and
- 3) Authorize the Director of Public Health to sign subsequent amendments to this MOU.

BACKGROUND: (on page 2)

Susan D. Harrington

KS:nmh/ys

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:	NO
	Annual Net County Cost:	\$ 0	For Fiscal Year:	11/12

SOURCE OF FUNDS: NONE

Positions To Be Deleted Per A-30	<input type="checkbox"/>
Requires 4/5 Vote	<input type="checkbox"/>

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

BY: *Debra Cournoyer*
Debra Cournoyer

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Buster, Tavaglione, Benoit and Ashley
 Nays: None
 Absent: Stone
 Date: July 17, 2012
 xc: Public Health

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

Prev. Agn. Ref: | District: All | Agenda Number: **3.26**

ATTACHMENTS FILED WITH THE CLERK OF THE BOARD

FORM APPROVED COUNTY COUNCIL
 BY: *[Signature]* DATE: 7/17/12
 NEAL R. KIPNIS Departmental Concurrence

Policy

Consent

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

SUBJECT: Ratify the Memorandum of Understanding (MOU) between the County of Riverside Department of Public Health (DOPH) and the California Department of Public Health (CDPH) to store a CDPH Emergency Response Trailer in the DOPH Warehouse. Contract #12-130.

BACKGROUND

The California Department of Public Health (CDPH)'s Emergency Response Trailers were intended to be stored in state warehouses for distribution to local health jurisdictions during an emergency.

Due to budget reductions, CDPH is no longer able to support these State warehouses. In February 2012, CDPH announced that the Emergency Response Trailers would be made available to local health jurisdictions for storage and use during a public health or medical emergency. The trailer to be maintained in Riverside County will be used during public health emergencies that require a rapid, efficient and coordinated response to prevent or minimize catastrophic losses to the public and/or the environment.

The Riverside County DOPH recently completed development of a Warehouse Operations Center (WOC). This WOC allows DOPH to effectively and efficiently manage medical and health equipment caches, thereby improving the readiness of Riverside County to respond to a large scale event. The CDPH Emergency Response Trailer for Riverside County will be stored at the Warehouse Operations Center (WOC) in the DOPH Warehouse.

MEMORANDUM OF UNDERSTANDING
BETWEEN CALIFORNIA DEPARTMENT OF HEALTH SERVICES
AND
COUNTY OF RIVERSIDE, DEPARTMENT OF PUBLIC HEALTH

BACKGROUND

This MEMORANDUM OF UNDERSTANDING (MOU) is made and entered into by and between the California Department of Public Health, hereinafter called CDPH, and the County of Riverside, a political subdivision of the State of California, on behalf of the Riverside County Department of Public Health (RCDPH). This MOU establishes procedures between CDPH and RCDPH to support CDPH by allowing the storage of a CDPH emergency response trailer in a secured area at the RCDPH Warehouse.

RECITALS

- (1) The Health and Safety Code § 100100, et seq., assigns specific public health activities as well as emergency service responsibilities to CDPH. CDPH's responsibilities include the provisions to protect the health, safety, convenience, and welfare of the general public of the State. Periodically, CDPH may need to establish a State Receiving, Storage, Staging, and Distribution Warehouse (State Mobilization Center) for pharmaceuticals and medical supplies somewhere in Southern California. Immediate access to common office and warehouse equipment and materials necessary to operate this facility is required. CDPH has obtained these types of materials and has placed them into a cache' within a self contained trailer.
- (2) Public health emergencies require a rapid, efficient, and coordinated response to prevent or minimize catastrophic losses to the public and the environment. This often requires a coordinated response from State, federal, and/or local agencies.
- (3) The RCDPH is responsible for public health and safety within the County of Riverside and has various local and county facilities to accomplish these responsibilities. One facility is the RCDPH Warehouse.
- (4) CDPH and RCDPH have each recognized that coordination and cooperation between the two agencies is necessary to help address operations in response to public safety and public health emergency activities.

NOW, THEREFORE, in consideration of the mutual promises and conditions herein made, it is agreed as follows:

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.

TERMS AND CONDITIONS

General Provisions

- (1) CDPH has obtained basic office and warehouse equipment and materials needed to establish a State Mobilization Center and has placed them into a self contained and locked Wells Cargo Trailer for storage and immediate response.
- (2) No hazardous materials, dangerous or controlled drugs, or flammable substances are stored or will be stored within the trailer.
- (3) RCDPH has a secured area where the trailer can be stored and maintained and is willing to provide that area, at no cost, to CDPH.
- (4) The trailer will be stored in a secured location at RCDPH Warehouse and emergency access to the trailer on a 24 – hour basis will be provided. (See Contact Provisions and Protocols)
- (5) Non-emergency access will be requested by providing 24 – hour notice during normal business hours.
- (6) The trailer and its contents will not be moved from the RCDPH Warehouse site without the consent of Emergency Preparedness Office (EPO) – Emergency Pharmaceutical Services Unit (EPSU) (except in an emergency such as fire).
- (7) When the trailer is secured at the RCDPH Warehouse, RCDPH personnel will be given a manifest of the trailer's contents. If the contents change, CDPH will submit an up-dated manifest of the trailer's contents for RCDPH personnel. RCDPH personnel will monitor the trailer for signs of loss, damage, or theft. However, RCDPH personnel will assume no responsibility for the trailer or its contents.

Hold Harmless/Indemnification

- (8) CDPH shall indemnify and hold harmless all Agencies, Districts, Special Districts and Departments of the County of Riverside, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives from any liability whatsoever, based or asserted upon any event related to the storage of trailer and its contents by CDPH, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever and resulting from any reason whatsoever arising from the storage of trailer and its contents by

CDPH, its officers, agents, employees, subcontractors, agents or representatives from this Agreement; and CDPH shall defend, at its sole expense, all costs and fees including but not limited to attorney fees, cost of investigation, defense and settlements or awards all Agencies, Districts, Special Districts and Departments of the County of Riverside, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives in any claim or action based upon such alleged acts or omissions.

Insurance

(9) It is understood that CDPH shall maintain at its sole cost and expense, the following insurance during the term of this agreement.

- Workers Compensation:

The State of California is self-insured for Workers Compensation Coverage.

- Commercial General Liability:

The State of California is self-insured for Commercial General Liability Insurance.

- Vehicle Liability:

If State vehicles or licensed mobile equipment are used on the County property, or used in any manner on behalf of the County, those vehicles or licensed mobile equipment shall be deemed to be covered by the State of California self-insurance provisions.

Notification

(10) RCDPH will immediately notify Dana Grau, EPO – EPSU at (916) 319-8187 or the CDPH Duty Officer at (916) 328-3605 if the trailer is discovered stolen, damaged, or there are signs of tampering or theft.

(11) The Wells Cargo Trailer, license plate *E1181762*, and its contents remain the property of the CDPH, (EPO) – (EPSU). The keys to the trailer will remain under the control of the CDPH, (EPO) – (EPSU); with duplicate keys provided to Riverside Department of Public Health for emergency use.

Contact Provisions and Protocols

(12) The Director of the CDPH Joint Emergency Operations Center (JEOC) at (916) 650-6400, if activated, the CDPH Duty Officer at (916) 328-3605, or

CDPH EPO – EPSU [Dana Grau, (916) 319-8187] will place requests for access to the CDPH trailer to the RCDPH. CDPH requests will include all necessary information, i.e. name and telephone number of the staff member responding to access the trailer, reasons for access, and anticipated time of arrival. The CDPH representative making the request for access will reference this MOU.

- (13) Requests for non-emergency trailer access will be placed through the, RCDPH staff at (951) 358-7100.
- (14) Requests for emergency trailer access will be placed through the RCDPH *Duty officer* at (951) 308-8041

Miscellaneous Provisions

- (15) Limitations. Nothing in this MOU shall be interpreted to conflict with or be inconsistent with any federal or State statute, regulation, or other provision of law applicable to the CDPH or RCDPH. Furthermore, this agreement does not constitute a delegation of any authority by either party to the other.
- (16) Duration of MOU. The term of this MOU shall commence on February 1, 2012 and shall remain in effect until December 31, 2017.
- (17) Cancellation and Amendment Procedure. This MOU may be canceled by either party by providing 60 days prior written notice to the other party, or may be amended at any time by written mutual consent of the parties involved.

IN WITNESS WHEREOF, the parties have executed this MOU.

COUNTY OF RIVERSIDE
DEPARTMENT OF
PUBLIC HEALTH

STATE OF CALIFORNIA
DEPARTMENT OF HEALTH
SERVICES

Susan Harrington
Director

Elisabeth H. Lyman
Deputy Director

Date

Date

FORM APPROVED COUNTY COUNSEL

BY: 
NEAL R. KIPNIS

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