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July 16, 2019

The Honorable Board of Supervisors
 County of Los Angeles
 383 Kenneth Hahn Hall of Administration
 500 West Temple Street
 Los Angeles, California 90012

Dear Supervisors:

APPROVAL TO EXECUTE MEMORANDA OF UNDERSTANDING WITH ONE PUBLIC INSTITUTION AND FIVE GOVERNMENTAL ENTITIES (ALL SUPERVISORIAL DISTRICTS) (3 VOTES)

SUBJECT

Request approval to execute Memoranda of Understanding between the Department of Public Health and a public institution and five (5) governmental entities to support public health activities.

IT IS RECOMMENDED THAT THE BOARD:

1. Approve and instruct the Director of the Department of Public Health (DPH), or designee, to execute a Memorandum of Understanding (MOU), substantially similar to Exhibit I, with the San Gabriel Valley Mosquito and Vector Control District (District), for coordination of prevention and mitigation of vector-borne diseases, effective upon MOU execution through July 31, 2019, in the amount of \$25,000; 100 percent funded by the Centers for Disease Control and Prevention (CDC), Catalog of Federal Domestic Assistance (CFDA) Number 93.323.
2. Approve and instruct the Director of DPH, or designee, to execute non-monetary MOUs, substantially similar to Exhibit II, with the following governmental entities: a) City of Downey, b) City of Los Angeles Department of Recreation and Parks, c) City of Rosemead, d) City of Torrance, and e) City of Walnut, effective upon MOU execution through January 1, 2028, to partner with DPH to be a Public Medical Point of Dispensing (MPOD) in the event of a major public health emergency for the purpose of mass dispensing life-saving preventive medications.
3. Delegate authority to the Director of DPH, or designee, to execute amendments to these MOUs that extend the term and/or reflect other necessary modifications, subject to review and approval by

ADOPTED

BOARD OF SUPERVISORS
 COUNTY OF LOS ANGELES

20 July 16, 2019

CELIA ZAVALA
 EXECUTIVE OFFICER



BOARD OF SUPERVISORS

Hilda L. Solis
 First District
 Mark Ridley-Thomas
 Second District
 Sheila Kuehl
 Third District
 Janice Hahn
 Fourth District
 Kathryn Barger
 Fifth District

County Counsel.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of Recommendations 1 and 2 will allow DPH to execute MOUs with the District and with various cities to support public health activities that include prevention and mitigation of vector-borne disease and establishment of MPODs in the event of a major public health emergency.

San Gabriel Valley Mosquito and Vector Control District (District)

The recommended MOU with the District will support the implementation of the CDC's vector control recommendations.

The California Health and Safety Code Section 120171 authorizes the County of Los Angeles Health Officer to take measures necessary to prevent the spread of infectious or communicable disease or the occurrence of additional cases.

The California Health and Safety Code Section 2001 authorizes the District to cooperate with other public agencies such as DPH to protect the public health, safety, and welfare.

The District has dedicated vector control specialists to conduct effective mosquito prevention and management in its respective district. Funding will support the purchase of surveillance traps, mosquito control products, and pesticides, as well as printing of health education and media campaign materials aimed at preventing vector-borne disease.

Public Medical Point of Dispensing (MPOD)

Under the recommended MOUs with the five (5) cities, DPH will work with the cities to establish policies and procedures to be followed in the event that a major county-wide public health emergency is declared and the Health Officer elects to activate the pre-identified MPOD sites for the purpose of mass dispensing life-saving preventive medications. The cities will provide personnel resources as outlined in the DPH and Cities' MPOD Dispensing Plan under unified command for the duration of operations.

Approval of Recommendation 3 will allow DPH to execute amendments to these MOUs that extend the term and/or reflect other necessary modifications.

Implementation of Strategic Plan Goals

The recommended actions support Strategy II.2, Support the Wellness of Our Communities of the County's Strategic Plan.

FISCAL IMPACT/FINANCING

The total cost for Recommendation 1 is \$25,000; offset by funding from the CDC. Funding has been included in DPH's fiscal year (FY) 2019-20 Adopted Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Exhibits I and II have been reviewed and approved by County Counsel as to form.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommended actions will support partnerships to improve the health of Los Angeles County residents

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Barbara Ferrer". The signature is written in a cursive, flowing style.

Barbara Ferrer, PhD, MPH, MEd

Director

BF:jlm
#04713

Enclosures

c: Chief Executive Officer
County Counsel
Executive Officer, Board of Supervisors

MOU NUMBER: PH-_____

**MEMORANDUM OF UNDERSTANDING
BETWEEN
COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC HEALTH
AND
SAN GABRIEL VALLEY MOSQUITO AND VECTOR CONTROL DISTRICT**

This Memorandum of Understanding (MOU) is made and entered into this _____ day of _____ 2019 between the County of Los Angeles Department of Public Health (DPH) and the San Gabriel Valley Mosquito and Vector Control District (District).

1. PURPOSE

To coordinate the prevention and mitigation of vector-borne diseases by providing funding to support the administrative costs associated with activities to control vector-borne diseases such as: the purchase of additional surveillance traps, mosquito control products and pesticides, as well as printing and distribution of health education materials and media campaign materials, subject to the availability of grant funds.

2. REFERENCES

The California Health and Safety Code Section 120175 authorizes the County of Los Angeles Health Officer to take measures necessary to prevent the spread of infectious or communicable disease or the occurrence of additional cases.

The California Health and Safety Code Section 2001 authorizes District to cooperate with other public agencies such as DPH to protect the public health, safety, and welfare, and fulfill the District's statutory mandates to conduct surveillance programs and other appropriate studies of vectors and vector-borne diseases, take any and all necessary or proper actions to prevent the occurrence of vectors and vector-borne diseases, and take any and all necessary or proper actions to abate or control vectors and vector-borne diseases (see California Health and Safety Code Section 2040). Title 17 of the California Code of Regulations, section 2502(f)(1) permits DPH to disclose the Public Health Information to local public health officials in order to determine the existence of a disease, its likely cause, or the measures necessary to stop its spread.

3. TERM

The term of this MOU shall commence upon execution by the duly authorized representatives of DPH and the District and shall expire July 31, 2019.

**MEMORANDUM OF UNDERSTANDING
SAN GABRIEL VALLEY MOSQUITO AND VECTOR CONTROL DISTRICT
PAGE 2 OF 4**

4. TERMINATION

Either party of this MOU may terminate this MOU upon thirty (30) days' prior written notification to the other party. Any written notice of termination shall state the date that termination shall become effective.

5. AMENDMENTS

This MOU may only be amended in writing by mutual consent of both parties. Any changes to this MOU must be authorized through a written Amendment that is properly executed by both parties.

6. FUNDING

The total obligation under this MOU is Twenty-Five Thousand Dollars (\$25,000) from the date of execution through July 31, 2019. Funding is one hundred percent supported by the Centers for Disease Control and Prevention Notice of Award Number 5 NU50CK000393-05-00. In the event funding levels change, an Amendment will be prepared to extend the term, as needed, and describe the change to funding and any corresponding work required under this MOU.

7. DPH ACTIONS

DPH shall collaborate and coordinate with the District to strengthen public health response in the event of a local vector-borne disease outbreak by facilitating human disease surveillance and case detection, providing laboratory testing for human specimen, disseminating essential information to those at risk and disbursing available grant funds to enhance surveillance and control of mosquitoes.

8. DISTRICT ACTIONS

- A. District shall submit invoice(s) promptly to DPH to meet grant deliverables in accordance with the grantor requirements. All invoices shall clearly reflect all required information as specified on forms provided by the County and submitted directly to Acute Communicable Disease Control Program at 313 North Figueroa Street, Room 212, Los Angeles, California 90012.
- B. District shall exercise proper stewardship over grant funds by ensuring that all costs charged are allowable, allocable, and reasonable and that they address the highest priority needs as they relate to vector control. The district shall invoice the County only for providing the deliverables and goods specified in the grant allocation.

**MEMORANDUM OF UNDERSTANDING
SAN GABRIEL VALLEY MOSQUITO AND VECTOR CONTROL DISTRICT
PAGE 4 OF 4**

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives.

Signatures:

County of Los Angeles Department of Public Health

Barbara Ferrer, Ph.D., M.P.H., M.Ed.
Director

San Gabriel Valley Mosquito and Vector Control District

Jared Dever
District Manager

JC
#04719

**Memorandum of Understanding
Between
County of Los Angeles Department of Public Health
and
City of _____**

1. Declaration

This Memorandum of Understanding (“MOU”) is entered into between the County of Los Angeles (“County”) Department of Public Health (“DPH”) and City of _____ (hereinafter also referred to as “City”).

2. Purpose

The purpose of this MOU is a voluntary agreement between DPH and City of _____ to work cooperatively and collaboratively to mass dispense Medical Countermeasures (“MCM”), as directed by DPH, in response to a major public health emergency in Los Angeles County in order to protect the health and welfare of the public’s health.

Pursuant to this MOU, City of _____ would be considered by DPH to be a Public Medical Point of Dispensing (“MPOD”), meaning that City of _____ and its employees would partner with DPH to dispense life-saving MCM to the public, open to everyone with no restrictions as outlined in the DPH - City of _____ MPOD Dispensing Plan and in accordance with the terms of this Memorandum.

It is understood that the parties anticipate that this MOU would be activated by DPH only in the event of a major public health emergency that is accompanied by a declaration of a local, State, and/or federal disaster or emergency. However, at the discretion of DPH, City of _____ may not be utilized as a Public MPOD at the time of the incident. In the event DPH activates this MOU, City of _____ will be notified to activate their Public MPOD site(s) as outlined in the DPH - City of _____ MPOD Dispensing Plan. This Plan is public safety sensitive and, as such, is confidential, and not attached to this MOU.

This MOU recognizes that City of _____ is a critical partner with the capability and interest in protecting the health of the County’s population during a major public health emergency by dispensing MCM preventive medications supplied by, and in accordance with procedures promulgated and/or required by DPH. This effort will assist DPH in its efforts to provide preventive medications throughout the County.

This MOU defines the policies and procedures that would be followed in the event that a major, county-wide public health emergency is declared and DPH elects to activate the pre-identified Public MPOD site(s) within the jurisdiction of City of _____ for the purposes of mass dispensing of MCM. City of _____ will provide personnel resources as outlined in the DPH - City of _____ MPOD Dispensing Plan under unified command for the duration of the operations.

It is understood that the City and DPH will extend their best efforts to collaboratively mass dispense MCM as contemplated by this MOU and the Plan, consistent with their respective missions and resources availability.

3. Definitions

As used in this MOU, the following terms are defined:

- **Medical Countermeasure (MCM)**: FDA-regulated products that may be used in the event of a potential public health emergency stemming from a terrorist attack with a biological, chemical, or radiological/nuclear material; a naturally occurring emerging disease; or a natural disaster.
- **Mass Dispensing**: Provision of antibiotic drugs or vaccine by public health agencies that cannot be provided solely by community clinics and hospitals, or would likely overwhelm their operations.
- **Public Health Emergency**: Any situation where, in the judgment of the County DPH's Public Health Officer ("PHO") an emergency condition exists from the introduction of any contagious, infectious, or communicable disease, chemical agent, non-communicable biologic agent, toxin, or radioactive agent, which threatens the health of the general public, and which requires extraordinary actions to protect the public's health.
- **Medical Point of Dispensing (MPOD)**: Temporary facilities activated to mass dispense preventive medications to protect the population from the spread of disease during a public health emergency.
- **The Public Readiness and Emergency Preparedness Act of 2005 (PREP Act)**: Authorizes the Secretary of the US Department of Health and Human Services (HHS) to issue a PREP Act declaration in response to a public health emergency. A PREP Act declaration provides immunity from liability for any loss caused, arising out of, relating to, or resulting from administration or use of medical countermeasures to disease, threats, and conditions determined in the Declaration to constitute a present or credible risk of a future public health emergency.

4. Assumptions

- It is anticipated that any public health emergency which results in the PHO determination to seek implementation of the procedures encompassed in this MOU would be preceded by the declaration of a local, State, and/or federal emergency or health emergency by either the PHO or appropriate governmental entity.
- The PHO, based upon his/her discretion, in order to contain the spread of contagious, infectious, or communicable disease, will request the activation of this MOU and Public MPOD(s) in order to quickly and efficiently mass dispense preventive MCM medications.
- City of _____, may, at its sole discretion, elect either to accept or decline a request from the PHO to activate Public MPOD(s) and mass dispense preventive MCM medications to the County's population.

- In the event City of _____ elects to activate Public MPOD(s), all City of _____ personnel involved in the mass dispensing of preventive MCM medications in response to the request of the PHO pursuant to a declared public health emergency and an issued PREP Act declaration, may be provided the same liability immunity as all County personnel mass dispensing preventive MCM medication.
- The preventive MCM medications to be mass dispensed at the activated Public MPOD(s) will be provided to City of _____ by DPH at no cost.

5. Creation of Obligation

This MOU is not intended to create additional obligations on the part of City of _____ or DPH, except as explicitly detailed herein.

6. MOU Activation

In the event the PHO determines that it is in the public interest to activate Public MPOD(s) within the jurisdiction of City of _____ for mass dispensing preventive medications, the PHO or designated representative will contact one of the City of _____ Responsible Parties identified herein below in Paragraph 14, Designation of Responsible Parties. The communication from the PHO to City of _____ will request the activation of Public MPOD(s) for the purposes of dispensing preventive medications to the County's population as outlined in the DPH - City of _____ MPOD Dispensing Plan.

This communication will also specify the approximate number of preventive medication doses available for dispensing at the City of _____ MPOD site(s). This determination is made at the sole discretion of the PHO. The allotment of MCM doses may depend upon certain factors, including but not limited to, the nature of the communicable or infectious disease present among the population, the availability of preventive medication, and the anticipated effect of the spread of the disease.

If the Designated City of _____ Representative agrees to the request, that person will coordinate with DPH personnel and confirm the following logistical and operational issues:

- Securing and providing access to pre-identified Public MPOD site(s)
- Opening time of the Public MPOD to public
- Duration of the Public MPOD operations
- Location and delivery of medications, if different from those identified in the DPH-City of _____ MPOD Dispensing Plan
- The name and contact information for person(s) responsible for overall operations of the Public MPOD (i.e., name, title, phone number, email address), if different from those identified in the DPH-City of _____ MPOD Dispensing Plan
- Communication of regular situational status reports

- Deployment of personnel to operate the Public MPOD site under unified command between DPH, City of _____, and Law Enforcement

7. City of _____ Responsibilities

In the event that City of _____ agrees to activate Public MPOD(s) for the purpose of mass dispensing preventive medication(s), City of _____ agrees to perform the following activities:

- Deploy sufficient City of _____ personnel to operate Public MPOD under unified command between DPH, City of _____, and Law Enforcement as outlined in DPH-City of _____ MPOD Dispensing Plan
- Provide DPH with access to the pre-identified Public MPOD(s)
- Provide facility maintenance and support services throughout the duration of the Public MPOD operations
- Coordinate with DPH and Law Enforcement throughout the duration of the Public MPOD operations
- Mass dispense preventive medications under the supervision of DPH
- Mass dispense preventive medications in accordance with procedures provided by DPH
- Communicate on an hourly basis with DPH to provide situational status reports

8. DPH Responsibilities

In the event that City of _____ activates Public MPOD(s) at the request of the PHO, DPH agrees that its responsibilities include:

- Coordinate and provide preventive MCM medications and instructions for their use
- Provide procedures and protocols for the mass dispensing of MCM medications
- Deliver preventive MCM medications to Public MPOD(s)
- Deploy DPH and other County personnel to operate Public MPOD site under unified command as outlined in DPH-City of _____ MPOD Dispensing Plan
- Mass dispense preventive medications to the general population
- Provide appropriate personal protective equipment (PPE) to all personnel deployed to operate Public MPOD under unified command

9. Reimbursements for Costs Incurred

It is the responsibility of the respective entities to maintain all records necessary to request federal reimbursement of its own costs. Neither party is responsible for the costs incurred by the other in performing the DPH-City of _____ MPOD Dispensing Plan. DPH will extend good faith efforts to assist City of _____ in recovering eligible costs from the Federal Emergency Management Agency (“FEMA”), federal, State, or local government funds, or other permissible source of recovery. The parties

agree not to charge individuals for any medications or costs related to dispensing of preventive medications that have been provided through this agreement, except as otherwise permitted by the County of Los Angeles or by the Centers for Disease Control and Prevention (CDC).

10. MPOD Activation Plans

In coordination with DPH, City of _____ agrees to review pre-identified Public MPOD(s), develop and maintain appropriate plans for MPOD activation, maintenance of sustained operations, and dispensing activities as outlined in DPH-City of _____ MPOD Dispensing Plan to be reviewed and approved annually. DPH agrees to provide technical assistance including, but not limited to, (a) access to technical expertise, (b) MPOD Dispensing plan templates, (c) MPOD Site Survey toolkit, and (d) recommended dispensing procedures. DPH shall approve final City of _____ Public MPOD plans.

11. Training and Exercises

To ensure that MPOD Dispensing plans can be effectively carried out, DPH may request that City of _____ personnel participate in training or exercises to test the capability of City of _____ and DPH to jointly implement plans, which are performed in accordance with the California Emergency Services Act. Such training and exercises shall be scheduled in coordination with City of _____. City of _____ agrees to make personnel available for such mutually-agreed upon training and/or exercise events, to the extent that time and resources permit.

DPH agrees to assist City of _____ to train and exercise City of _____ personnel in MPOD mass dispensing operations.

12. Assistance in Locating Special Needs Populations

City of _____ will use good faith efforts to work with DPH to develop procedures and protocols to identify the number of people within the jurisdiction of City of _____, who may require special assistance during a major public health emergency. It is understood that such procedures and protocols must be consistent with all local, State, and federal laws and protect their privacy.

13. Term of Agreement

Upon approval by both entities, this MOU shall remain in force until January 1, 2028. Either entity may terminate the MOU by providing sixty (60) calendar days prior written notice to the other.

14. Designation of Responsible Parties

The following persons, identified by position title, have been designated as the responsible parties for all communications, including any required notice, related to this MOU, including but not limited to, its future activation:

If to DPH:

(1) Jee Kim, MCM Dispensing Manager
600 South Commonwealth Ave, Suite 700
Los Angeles, CA 90005
Office: (213) 637-3636
Cell: (213) 254-7944
Fax: (213) 381-0006
Email: jeekim@ph.lacounty.gov

(2) Dee Ann Bagwell, Policy and Planning Director
600 South Commonwealth Ave, Suite 700
Los Angeles, CA 90005
Office: (213) 637-3630
Fax: (213) 381-0006
Email: dbagwell@ph.lacounty.gov

(3) Stella Fogleman, Director, Emergency Preparedness and Response Division
600 South Commonwealth Avenue, Suite 700
Los Angeles, California 90005
Office: (213) 637-3600
Email: sfogleman@ph.lacounty.gov

If to City of _____:

(1)
Office:
Email:

(2)
Office:
Email:

Either entity may change its Designated Responsible Party by written notice to the other entity.

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15. Signatures

The undersigned hereby represent and acknowledge that they are duly authorized to execute this MOU on behalf of the entity for which they sign.

COUNTY OF LOS ANGELES
DEPARTMENT OF PUBLIC HEALTH

CITY OF _____

Angelo Bellomo
Deputy Director, Health Protection
County of Los Angeles, Department of
Public Health

(Name)
City Manager
City of _____

Date

Date