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ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

23 April 9, 2013

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

April 09, 2013

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 OF MEMORANDUM OF UNDERSTANDING WITH THE
CALIFORNIA DEPARTMENT OF PUBLIC HEALTH FOR STORAGE OF
VENTILATORS
(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)**

SUBJECT

Request approval to enter into a Memorandum of Understanding with the California Department of Public Health for the relocation and storage of ventilators.

IT IS RECOMMENDED THAT THE BOARD:

1. Authorize the Director of Health Services (Director), or his designee, to sign a Memorandum of Understanding (MOU) with the California Department of Public Health (CDPH) for the County to receive and store 603 ventilators and accessories, at a one-time cost of \$12,000 to reimburse CDPH for transport of the ventilators to the Emergency Medical Services Agency (EMS) with the option to forward deploy the ventilators and accessories within the EMS jurisdiction, effective upon execution and continuing in effect until terminated by either party.
2. Delegate authority to the Director, or his designee, to exercise the option to forward deploy ventilators and accessories provided by CDPH to medical facilities participating in the Hospital Preparedness Program (HPP).

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

As the health department for the State of California, CDPH operates a range of programs designed to optimize the health and well-being of the people in California. This includes preparing the State for public health emergencies such as natural or man made disasters, and providing local assistance for public health related emergency management activities.

Approval of the first recommendation will allow the Director, or his designee, to sign CDPH's MOU (Exhibit I) to receive and store the ventilators, for use during a public health emergency. The MOU establishes responsibilities, commitments and authorities for managing and maintaining the ventilators and outlines the procedures for acceptance, transporting, storage and use of the ventilators.

Approval of the second recommendation will allow the Director, or his designee, to exercise the option to act as a pass-through agent between CDPH and hospitals participating in the HPP. Distribution of the ventilators to hospitals from a location within the County will provide for more immediate access to ventilators during a public health emergency.

Implementation of Strategic Plan Goals

The recommended actions support Goal 1, Operational Effectiveness, of the County's Strategic Plan.

FISCAL IMPACT/FINANCING

The County will be responsible to coordinate and pay for transportation of the ventilators from Sacramento to Los Angeles County. The estimated \$12,000 transportation costs will be covered by HPP grant funding, and in return the County will receive 603 ventilators valued at \$7.2 million.

Funding for the estimated \$12,000 transportation cost is included in the Department's FY 2012-13 Final Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On October 9, 2001, the Board approved a motion directing DHS to take steps to ensure its ability to respond quickly and appropriately to terrorism.

The County of Los Angeles has received funding through the United States Department of Health and Human Services HPP, since 2002, to support County and hospital activities related to preparedness for natural and manmade disasters, including terrorism. The establishment of an MOU with CDPH for the receipt and storage of 603 ventilators would further strengthen the County's overall preparedness.

Since 2007, CDPH has maintained a cache of ventilators ready for rapid deployment during a public health emergency. CDPH has asked local health departments to accept their allocation of the ventilators and store them or place them in hospitals throughout the County.

The terms of the MOU offered by CDPH include a liability provision under which neither party may release, hold harmless or indemnify the other party for any liability under the MOU.

County Counsel has approved Exhibit I as to use and form.

CONTRACTING PROCESS

Not applicable.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommendations will provide DHS with ready access to a cache of ventilators, thereby enhancing the County's response capabilities to a public health emergency.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Mitchell Katz". The signature is fluid and cursive, with the first name "Mitchell" written in a larger, more prominent script than the last name "Katz".

Mitchell H. Katz, M.D.

Director

MHK:db

Enclosures

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

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
STATE OF CALIFORNIA
DEPARTMENT OF PUBLIC HEALTH
AND
COUNTY OF LOS ANGELES
EMERGENCY MEDICAL SERVICES AGENCY**

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 six hundred three (603) LTV 1200 Ventilators and accessories to the County of Los Angeles Emergency Medical Services Agency (EMS Agency). These ventilators were purchased by the State on behalf of Los Angeles County.

Parties

The parties to this MOU are the CDPH and the EMS Agency

CDPH Responsibilities

- Coordinate the transport and delivery of the ventilators and accessories to the EMS Agency.
- Delineate the conditions for use of the ventilators and accessories.
- Delineate the storage requirements of the ventilators and accessories.

EMS Agency Responsibilities

- Receive the ventilators and accessories from CDPH.
- Store the ventilators and accessories at normal room temperature
- Develop and maintain an Operational Plan that includes 24/7 access and rapid distribution of the ventilators and accessories for emergency use.
- Make available the ventilators and accessories 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 or trade the ventilators and accessories.

- Appropriately dispose of the ventilators and accessories 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.

Costs

- The EMS Agency agrees to pay for the transport and delivery of the ventilators and accessories, in an amount not to exceed \$12,000.
- The EMS Agency agrees to pay all costs associated with the storage and maintenance of the ventilators and accessories, (e.g., ensuring the units are not kept beyond their expiration date, batteries are fully charged before distribution, etc.)
- The EMS Agency agrees to pay all costs associated with disposal of the ventilators and accessories.
- There will be no costs to the EMS Agency associated with the damage, destruction, or loss of materiel transferred to the EMS Agency and covered in this agreement.

EMS Agency Option to Forward Deploy Assets to Health Care Facilities

If the EMS Agency desires to forward deploy the ventilators and accessories to health care facilities (herein referred to as FACILITY) within their jurisdiction, the EMS Agency shall enact an EMS Agency-to-FACILITY MOU, which will delineate how all of the provisions stipulated in this document will apply to CDPH, the EMS Agency, and the FACILITY; including how the responsibilities and costs will be distributed. The provisions of the EMS Agency -to-FACILITY MOU will include Liability, Effect on Procedures and Laws, Settlement of Disputes, etc. as identified 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 MOU shall be responsible for the acts or omissions of entities not a party to this MOU.

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 EMS Agency and does not create or confer any right or benefit upon any other person or party, private or public. Nothing in this MOU 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 MOU shall become effective when agreed upon and signed by both parties. The terms of this MOU 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 MOU on behalf of the entity for which they sign.

**Susan Fanelli, Acting Deputy Director
Public Health Emergency Preparedness**

Date Signed

**Cathy Chidester
Director, EMS Agency**

Date Signed