

# **Memorandum of Agreement (MOA)**

**Between**

**State Department of Public Health**

**And**

**[COMPANY]**

This agreement is made by and between the State Department of Public Health (DPH) and [COMPANY]. The purpose of this MOA is to allow the DPH to engage and utilize the expertise, space, personnel and, equipment of [COMPANY], located at [ADDRESS, ZIP], for activities related to the Strategic National Stockpile (SNS). The specific purpose of this initiative is to formalize an agreement between DPH and [COMPANY] allowing the DPH to engage and utilize [COMPANY] warehouse space, personnel and vehicles during a declared state of emergency in which the SNS would be deployed. The SNS consists of federally owned medical assets that are available to states following the declaration of a state of emergency by the Governor or his/her designee resulting from an industrial accident, natural disaster or terrorist activity. The effective utilization of these assets requires proper warehousing of these assets for receiving, storage, staging, and apportioning activities.

The Strategic National Stockpile assets are a federally owned and managed medical asset inventory designed to meet the extraordinary requirements that State may face following a natural disaster, industrial accident, terrorist event or other public health emergency. To effectively manage and deploy these federal medical assets when requested by the Governor during a declared emergency, appropriate warehouse space and warehousing and distribution expertise will be required.

The SNS assets are available to the State either in the form of a 12-hour Push Pack or through managed inventory (MI). The 12-hour Push Pack contains approximately 50 tons of medical supplies and pharmaceuticals, shipped in 130 specially designed containers, necessary to meet initial prophylaxis and treatment requirements for a large number of citizens. The MI consists of an inventory of medical assets and pharmaceuticals available through the Centers for Disease Control and Prevention (CDC) that will replenish deployed inventory from the 12-hour Push Pack and/or be released by the CDC should the State of State have identified more specific medical/pharmaceutical asset needs.

In either form, the SNS assets will need to be received via tractor-trailer at an appropriate, pre-identified location and once received, placed into inventory, properly stored and staged for

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distribution to treatment centers and emergency medication dispensing sites located throughout the State and distributed to those locations.

### **Section 1: Scope of Work**

The [COMPANY] facility (“Facility”) located at [ADDRESS, ZIP] shall provide sufficient warehouse space, warehouse personnel, equipment, vehicles and drivers for proper receipt, staging, storage and apportionment of SNS assets during the time of a declared state of emergency.

During an emergency that requires activation of the RSS facility, but does not constitute a statewide emergency, wherein commerce is still being conducted, the normal business operations of the Facility will not be impeded, except for the space and personnel resources committed to DPH-RSS operations. As security at the Facility will be elevated while the Facility is engaged in DPH-RSS operations, to the extent possible, a manifest of all expected incoming transportation not related to DPH-RSS operations should be provided by the Facility in advance of arrival to DPH and the State Police. The State Police will provide security at the facility and vehicles entering the compound will be stopped and inspected at external security checkpoints.

All costs incurred by [COMPANY] to meet the provisions of this MOA during the activation of the RSS facility by the Department will be the responsibility of the State.

### **Section 2: Security Enhancements to the Facility**

As a result of a security review by the United States Marshal’s Service and the Tactical Unit of the State Police, and in consultation with [COMPANY], security enhancements to the Facility may be made to the property. The costs of all required security enhancements will be the responsibility of the State.

### **Section 3: Treatment of [COMPANY] Employees and Dependents**

To ensure protection for employees of the Facility during a declared emergency, all participating Facility employees and their families will be offered priority treatment should the Facility be activated. All participating employees and their family members will be offered vaccination and/or prophylactic antibiotic therapy before members of the general population.

### **Section 4: Terms and Conditions for [COMPANY]**

The following terms and conditions refer to the [COMPANY] located at [ADDRESS, ZIP].

1. Provide adequate floor space: 20,000 square feet (sf) to collocate the SNS materiel with operations management, inventory control and distribution dispatch functions. This space includes;
  - a. 17,000 sf for storage,
  - b. 2,000 sf for staging,
  - c. 1,000 sf of office space and,

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2. Provide a 24 hour per day, 7 days a week, 365 days a year (24/7/365) call down list of individuals (three or more names with addresses, telephone numbers, cell phone numbers, pager numbers and e-mail addresses) to contact in the event that activation of the Facility becomes necessary; these identified personnel will be trained and added to the Health and Homeland Alert Network (HHAN, formerly known as the State Alert Network). This list of names will be updated annually or more frequently should changes to the list of individuals become necessary,
3. Temperature control to maintain a controlled room temperature for proper storage of pharmaceuticals of between 59° F - 86° F (15° C to 30° C),
4. Sufficient electrical power for lights, computers, printers, radios, portable refrigeration units, repackaging, and other electrical equipment,
5. Location out of a floodplain,
6. Perimeter fencing,
7. Multiple access for entering and exiting the compound,
8. Loading docks for offloading and on-loading trucks manually and quickly,
9. Adequate maneuvering room for rapid positioning of trucks at loading docks,
10. Several 4,000-pound forklifts with available on-site refueling (propane) or recharging capability as a backup to loading docks or as the means of loading and unloading trucks,
11. A secure area for storage of controlled substances which are contained in two, hardened, Drug Enforcement Agency (DEA)-approved cargo containers that occupy approximately 18 cubic feet; this may be accomplished by setting up portable fencing material to segregate from the remainder of SNS materiel in an adjacent portion of the warehouse,
12. Wood pallets, pallet wrap and other shipping supplies to facilitate the staging and daily shipments of SNS materiel to treatment centers (hospitals) and emergency dispensing sites (the total number of shipping locations has not been determined at this time, however we estimate that more than 500 locations are possible, depending on the nature of the emergency).
13. Dedicated office space (as outlined in No. 1 above), which should be near, but not necessarily on warehouse floor. Office space will serve as command and control location during activation of the RSS, as well as base of operations for federal and state personnel. Office space should contain the following:

- a. Analog lines with long distance capabilities;

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1. Four for voice
  2. Three unsecured
  3. One Secure (Note: Federal response unit will supply the STU-III)
  4. Three for Data
  5. Fax (equipment will be brought to site by federal response unit and DPH personnel as needed)
  6. Internet (equipment will be brought to site by federal response unit and DPH personnel as needed), (LAN connection or high-speed internet access if available)
- b. Window access for SATCOM (satellite communications device)
  - c. Twelve or more electrical outlets
  - d. Accommodation of 20 or more staff authorized by DPH to manage SNS assets as well as law enforcement to provide security
14. Eight outlets (at 35 watts each) in storage location (for eight containers with self-contained refrigeration),
  15. Operation of warehouse will be on a 24/7 basis for the duration of the declared emergency,
  16. Warehouse personnel to receive, store and, stage the SNS materiel; CDC guidance recommends 20 persons per shift, however that determination will be made by DPH and The Facility management based upon the Facility's recommendations,
  17. Dispatch personnel and expertise to prepare and implement delivery times and routes,
  18. Warehouse operations supervisory personnel to accommodate the seamless incorporation of SNS warehouse activities into the Facility operations,
  19. Participation of the Facility's administration, staff and warehouse personnel vehicles and drivers in trainings and exercises along with DPH, MSP, MEMA and our Federal partners (i.e. FEMA, CDC, DHS, U. S. Marshal's Service, etc) to ensure smooth integration into the Facility warehouse operations, costs incurred for participating in SNS trainings and exercises will be reimbursed by the DPH,
  20. Treat information about the SNS and DPH-related activities and operations with the Facility as secure information, not for general dissemination,

Questions and concerns regarding this MOA should be transmitted to:

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Either party may cancel the terms and conditions of this MOA with 90 days written prior notice.

**The Department of Public Health has reviewed and approves the provisions of this agreement.**

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Date

**[COMPANY] has reviewed and approved the provisions of this agreement, and commitment to task completion.**

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Authorized Representative

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Date