

**MEMORANDUM OF UNDERSTANDING**  
**Between**  
**Department of State Health Services, Health Service Region [Region**  
**Number]**  
**And [Facility Name]**

This Memorandum of Understanding (MOU) between the Department of State Health Services, Health Service Region [Region Number] and [Facility Name] witnesses that:

**Whereas**, the Department of State Health Services is authorized to enter into agreements with other government entities, the private sector, and private, non-profit entities to ensure an expedient, effective, and coordinated response to any natural or man-made disaster; and

**Whereas** in the event of a Public Health Emergency event in the State of [State Name], local and regional health and medical infrastructure and associated resources will be quickly committed to providing the necessary treatment and supporting strategies to effectively respond to a potential evolving event or to support the response to an actual event;

**Whereas** the existing local and regional medical and health infrastructure will also be compromised due to lack of adequate staff, equipment, and pharmaceutical support available due to the impacts and demands of the event;

**Whereas** resources from the state, federal, and private sector will be quickly mobilized to augment local and regional medical and health resources and support the effective management and distribution of the Strategic National Stockpile (SNS);

Now therefore, the parties agree as follows:

- A. **Facility Space:** The Governor will request that the Strategic National Stockpile (SNS) be mobilized and delivered to a designated Receiving, Staging, and Storing (RSS) facility location within the State to be broken down and distributed to supporting treatment sites and dispensing facilities. The [Facility Name] accepts designation of their warehouse facility in [Name of city, state] located at [street address, city, state, zip code], as an RSS facility in the event the need arises. This facility has been evaluated and meets the minimum facility requirements recommended by the Centers of Disease Control.
- B. **Use of Facility:** The utility of a designated facility to support the RSS requirements of the SNS in a specific event will be a function of the circumstances, needs, and requirements presented by that event, as well as the status of any designated RSS facility when the need arises. Most designated facilities are being utilized for their intended purpose and will have to be adapted to serve as an RSS facility. The time required to prepare these sites will depend on a variety of factors such as current use, available staffing, and other resources available etc., which may influence the selection process. Consequently, several facilities may be considered before final selection of an RSS facility is made for a specific event. Facilities under consideration will be

notified as soon as possible in regard to their potential use and availability as an RSS facility through the Department of State Health Services, Health Services Region [Region number]. Designation and use of the [Facility Name] as an RSS facility in a specific event will be mutually agreed upon by all parties to this agreement.

- C. **Contact Information:** Facilities must provide the Department of State Health Services, Health Services Region [Region number] with the appropriate facility 24-hour per day 7-day per week contact information, and update this information as necessary. The Department of State Health Services, Health Services Region [Region number] must provide [Facility Name] with the contact information of those who are authorized to notify [Facility Name] in the event of an emergency requiring the use of [Facility Name] as an RSS facility.
- D. **Modification or Suspension of Normal Facility Business Activities:** Once designated as an RSS site during an emergency, normal business operations at the Facility may have to be modified or suspended entirely depending on the current use and characteristics of the facility as well as the scope and associated demands of the event, to accommodate the establishment and operation of the Strategic National Stockpile RSS facility. The State of [State Name] will make every attempt to minimize the impact on normal business activities at the Facility while operations associated with the RSS of the SNS are in progress. The [Facility Name] agrees to modify or suspend normal business operations in support of the SNS initiative in the event of a disaster.
- E. **RSS Facility Operations:** The RSS facility will be managed by the Department of State Health Services, Health Services Region [Region number] or its designated representative. Staff support will be a combination of local, regional, state, federal and private sector personnel and qualified volunteers.
- F. **Use of Facility Space, Resources, and Associated Systems:** [Facility Name] agrees to authorize the use of facility staff, equipment, and other associated resources at the Facility to support the breakdown and distribution process to the extent it is appropriate, safe, legal, and feasible to do so. As an emergency warehouse, it is understood that all resources may not be available for use by the RSS site/team. It is understood by [Facility Name] that it is willing to reallocate its own resources and personnel at the Facility to assist if the need arises. This will include but not be limited to such things as warehouse equipment (e.g., forklifts, trucks, etc.), communications equipment/services, computers, Internet services, and copying equipment, etc. Facility staff, resources and associated systems will only be used with facility management authorization and oversight, and subsequent to the appropriate and necessary orientation and training. Facility management can deny access to specific space within the facility or use of any facility resources or systems by outside agencies/organizations if it determines that access to or use of the specific space, resources, or systems may in any way compromise operational integrity, safety and/or security of the facility and associated resources and systems. The restricted access areas should be designated ahead of time.

- G. **Cost Obligations:** All reasonable and eligible costs associated with the Strategic National Stockpile may be submitted for consideration and reimbursement through established disaster assistance programs.
- H. **Security:** The Department of State Health Services will work with state and local law enforcement agencies to make arrangements for the necessary security for the Strategic National Stockpile once custody has been transferred over to the state.
- I. **Confidentiality:** To the extent allowed by the law, the Parties agree that they will not disclose this agreement and that the subject matter of this agreement is sensitive and confidential. This document is maintained by or for a governmental entity for the purpose of responding to an act of terrorism and relates to a tactical plan of governmental providers and thus should be confidential under Government Code §418.176(a)(2).
- J. **Training and Exercises:** The Department of State Health Services will develop a training curriculum and exercise program, in coordination with the CDC, for facilities and their staff who wish to participate and support the breakdown and distribution of the SNS. The [*Facility Name*] agrees to allow use of at least 20,000 square feet of, or a smaller portion of the facility when feasible and convenient to do so to test and exercise the RSS component of the SNS plan
- K. **Duration of Agreement:** The term of this MOU is five years from the date of the initial agreement. Renewal for additional one year terms shall be automatic unless one party terminates as provided in section N.
- L. **Program Review:** A review will be conducted following a disaster event or within a six-month period after the effective date of this agreement. Any mutually agreed upon adjustments to this agreement will be made at that time. At the end of the one year, and if it is mutually desired, this agreement may be negotiated for a longer term. Any changes at the facility that may impact the execution of this agreement will be conveyed to the primary contacts to this agreement, identified below, or their designees, as soon as possible.
- M. **Amendments:** This agreement may be amended at any time by signature approval of the parties signatory hereto, or their respective designee.
- N. **Termination of Agreement:** Any Party may unilaterally withdraw at any time from this MOU, except as stipulated above, by transmitting a signed statement to that effect to the other Parties. This MOU and the public/private partnership created thereby shall be considered terminated thirty (30) days from the date the non-withdrawing Party actually receives the notice of withdrawal from the withdrawing Party.
- O. **Primary Contacts:** The Parties intend that the work under this MOU shall be carried out in the most efficient manner possible. To that end, the Parties intend to designate individuals that will serve as primary contacts between the Parties. The Parties intend that, to the maximum extent possible and unless otherwise approved by the other Party, all significant communications between the Parties

shall be made through the primary contacts or their designees. The designated primary contacts for each Party are:

Department of State Health Services  
Health Services Region [*Region number*]

[*Name of Facility*]

\_\_\_\_\_  
[*Name of Regional SNS Coordinator*]  
Regional SNS Coordinator  
[*Street Address*]  
[*City, State, Zip code*]  
[*Phone #*]

\_\_\_\_\_  
[*Name of Facility Contact Person*]  
[*Title of Facility Contact Person*]  
[*Street Address*]  
[*City, State, Zip code*]  
[*Phone #*]

- P. **Capacity to Enter into Agreement:** The persons executing this Memorandum of Understanding 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 Memorandum of Understanding on behalf of the entity for which they sign.

Department of State Health Services

[*Name of Facility*]

\_\_\_\_\_  
[*Name*]

\_\_\_\_\_  
[*Name*]

Title: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**ATTACHMENT 1**

**FACILITY PROFILE**

**Facility Name:**

**E. Contact:**

**F. Telephone:**

**G. Facility Characteristics**

- Minimum 7,500 + square feet, 130 containers with a base of 43” x 61” must be arranged with the 61” side being accessible facing a 6-8’ aisle.
  1. Hard surface floors (concrete).
  2. Sound, secure structure.
  3. Clean environment, rodent and insect free.

Remarks: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- Docks - Tractor trailer receiving/shipping docks, the more docks the faster the loading and unloading will go. Dock height should be 48-50” high for trailer unloading.

Remarks: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- Driveway to docks must be able to accommodate 53’ trailer with an 11’ tractor, plus turn radius into the docks.

Remarks: \_\_\_\_\_  
\_\_\_\_\_

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- Dock levelers or dock plates will be needed to offload the trailers.

Remarks: \_\_\_\_\_

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- Dock Doors–Standard dock doors are 100” wide x 14’ high (8’ minimum height).

Remarks: \_\_\_\_\_

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- If docks are not available, doors must allow for the tall container (43”x 61”x 80”) to pass through and must be hard surface floored so that a container can be rolled through smoothly without hitting holes, rocks, or door jams. Additionally, a driveway must be able to accommodate a tractor trailer with an area to offload the containers. Ideally, this would be a drive-thru setup that would allow a truck to pull up and get off-loaded and then drive straight out of the area, allowing the next truck to pull in behind.

Remarks: \_\_\_\_\_

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- Primary method of moving the container is to roll them. Ensure the route the container will take into the RSS is free from obstructions. A variety of items can be used such as a metal sheet placed on an obstruction to allow the containers to continue, ensure the container will roll onto the plate. The container is 61” length x 43” wide so the material used to bridge the obstruction must accommodate the container size.

Remarks: \_\_\_\_\_

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- Material Handling Equipment (MHE) – Forklifts (4-6k Forklift), pallet jacks, dollies, and empty pallets. Forklifts are needed to off load trucks, if a loading dock is not available.

Remarks: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- Adequate lighting to support night time operations—this is needed in the warehouse and loading dock areas.

Remarks: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- Power supply—a primary and back-up system should be available. The back-up can be generators and flood lights.

Remarks: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- Security – All entrances / exits must be lockable.

Remarks: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- Climate Control – The storage site must be able to maintain a temperature range from 58-86 degrees F.

Remarks: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Sprinkler System and fire extinguishers.

Remarks: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Break room, Snack Machines, Bathrooms, drinking water.

Remarks: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Office space with 6 desks, chairs, and power outlets.

Remarks: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

At least 3 phone lines with phones.

Remarks: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_