

## MEMORANDUM OF UNDERSTANDING

between

**SANTA BARBARA COUNTY PUBLIC HEALTH DEPARTMENT**

and

**DIRECT RELIEF INTERNATIONAL**

**THIS MEMORANDUM OF UNDERSTANDING** (hereinafter MOU) defines the cooperative relationship between the County of Santa Barbara, through the Public Health Department (hereinafter PHD), and Direct Relief International, a Santa Barbara based non-profit organization (hereinafter DRI), for disaster preparedness and response and the procurement, storage, and staging of emergency medical supplies and equipment for Santa Barbara County with reference to the following:

**WHEREAS**, PHD takes action to preserve the public's health during times of disaster; and

**WHEREAS**, DRI provides medical assistance to improve the quality of life for people victimized by disaster at home and throughout the world; and

**WHEREAS**, in the event of a mass medical emergency in Santa Barbara County, local, state and federal health and medical infrastructure and associated resources will be quickly committed to providing the necessary treatment and/or prophylaxis to effectively respond; and

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

**WHEREAS**, such an event may require a facility to support the Receipt, Store, and Stage (RSS) plan and distribution of the local, state, federal SNS and/or other similar assets.

**NOW, THEREFORE**, in an effort to achieve the above objectives, PHD and DRI agree to collaborate as follows:

### 1. DEFINITIONS

**MHOAC** – Medical Health Operational Area Coordinator. Per California Health and Safety Code 1797.153, the MHOAC is a Health Officer and EMS Agency Director responsible for coordinating mutual aid resource requests, facilitating the development of Operational Area Medical/Health response plans and implementing the Medical/Health plans during a disaster response. During a disaster, in most Operational Areas (OA), the MHOAC directs the Medical/Health Branch of the OA Emergency Operations Center (EOC) and establishes priorities for Medical/Health response and requests.

**OPERATIONAL AREA** – A county is the "Operational Area" or "OA". The county EOC coordinates requests and receipt of assistance from outside the OA to cities and other entities such as health departments.

## **SNS – Strategic National Stockpile**

**RECEIPT, STORE, STAGE** – Receipt, Store, Stage or “RSS”. The Receipt, Store, Stage Plan manages medical supplies, equipment and pharmaceuticals sent from the federal SNS or other source of state or regional aid to the OA during a disaster. The RSS site is warehouse space designated to receive, store and stage equipment, supplies and pharmaceuticals received from federal SNS or other source and then distributed out to medical providers, mass vaccination sites or other location providing medical care.

**REGIONAL MUTUAL AID FOR MEDICAL RESOURCES** – Mutual aid that is provided to a county from another county or counties and obtained through a resource request to the Regional Disaster Medical Health Coordinator (RDMHC) for the Medical Mutual Aid Region 1. All medical resource requests in Santa Barbara County must be submitted through the MHOAC.

## **2. PURPOSE**

The PHD takes action to preserve the public's health during times of disaster. DRI provides medical assistance to improve the quality of life for people victimized by disaster at home and throughout the world. PHD and DRI have had a long relationship of working together to prepare for, and respond to, disasters in Santa Barbara County. The purpose of this MOU is to clearly define each partner's role and responsibility in preparing for, and responding to, an emergency or disaster within Santa Barbara County.

PHD and DRI share the following objectives for residents and visitors in Santa Barbara County in the preparation for, and the response and recovery during, a natural or man made disaster:

- A) Saving lives, limiting injuries and illness, and promoting health and wellness.
- B) Efficient coordination, communication and cooperation in planning, preparing, and training, exchanging information and distributing resources.
- C) Optimum use of available resources including potentially scarce medical supplies, equipment, and pharmaceuticals.
- D) Ensuring that a local facility is able to receive, store, and stage medical supplies, equipment, pharmaceuticals and other items including those from the Strategic National Stockpile (SNS), regional mutual aid, and commercial sources.

## **3. TERM**

The Term of this MOU is December 06, 2011 to June 30, 2012. This MOU shall be automatically renewed for subsequent terms of one year each, unless earlier terminated or amended.

## **4. PUBLIC HEALTH DEPARTMENT RESPONSIBILITIES**

- A) Liaison Role and Coordination:
  - i) Define disaster events or single or multiple events where there is a high need for coordination between PHD and DRI.

- ii) Under direction from the MHOAC, provide DRI with guidance and direction related to health and medical issues and the use, prioritization, and distribution of scarce medical resources.
  - iii) Request activation of a DRI facility to respond to disaster needs including:
    - a. Use as the RSS site for the federal SNS or receipt of other disaster medical resources from local or state sources.
    - b. Mobilization of PHD disaster cache items stored at DRI.
    - c. Requests for medical resources from DRI's existing inventory.
- B) RSS Responsibilities:
- i) Designate an operational DRI facility as the RSS site to receive federal, state and other medical supplies for Santa Barbara County during a disaster.
  - ii) Request that in a disaster DRI alter or suspend normal operations as necessary to ensure effective operation as the designated RSS site for Santa Barbara County.
- C) PHD Disaster Cache Storage:
- i) Designate an operational DRI facility as the site for the PHD cache of disaster medical equipment and supplies.
  - ii) Deliver disaster response cache items for permanent storage to designated areas at the DRI site with as much advance notice as possible to DRI.
  - iii) Maintain disaster response cache in DRI designated area.
  - iv) Notify DRI, with as much notice as possible, of the need to access and remove cache items for training, exercises or real events.
- D) Disaster Plans, Exercises and Training:
- i) Maintain medical and health disaster response plans and operational procedures, including the PHD SNS/RSS Plan.
  - ii) Coordinate exercises and workshops with DRI to ensure disaster readiness.
- E) Contact Information:
- Maintain 24/7 emergency contact information for DRI staff who can respond to disaster requests and provide access to the DRI designated facilities.
- F) Communication:
- i) Provide an 800 MHz radio to facilitate communication between the DRI warehouse and the PHD Operations Center. The Radio shall remain the property of PHD.
  - ii) Provide video conferencing equipment. The video conferencing equipment shall become and thereafter remain the property of DRI.

- iii) Provide one satellite telephone. The telephone shall remain the property of PHD. Satellite service costs are the responsibility of DRI. The telephone shall remain on-site at DRI.
- iv) Conduct radio/satellite and video conferencing communication drills.

G) Alternate Location:

Where feasible, designate space at PHD buildings in the Calle Real Campus, located at 300 North San Antonio Road, Santa Barbara, CA, or assist in locating another appropriate facility as a temporary, alternate location for DRI operations in the event of activation of DRI Continuity of Operations Plan. Note: Events beyond the control of PHD could make the designation of space impossible. These events include: emergencies, or other events that require another County department to occupy PHD space; an earthquake, or other circumstance, that could result in a red-tag of PHD buildings making the use of conference rooms, or other rooms, impractical. If available, PHD will assist with locating an appropriate alternate location.

## 5. DIRECT RELIEF INTERNATIONAL RESPONSIBILITIES

A) Liaison Role and Coordination:

- i) Provide a liaison in the County EOC and/or the PHD Operations Center, as requested.
- ii) To the extent possible, coordinate DRI activities with the Santa Barbara OA emergency response efforts to assist medical facilities with equipment and supplies.
- iii) If DRI is not open as an RSS site, coordinate activities with the MHOAC to ensure that the distribution of DRI stock of potentially scarce resources to local medical care providers follows prioritization guidelines set by PHD.
- iv) If DRI is open as an RSS site, coordinate prioritization for distribution with the RSS Branch Director (PHD staff) at DRI.

B) RSS Responsibilities:

- i) Accept designation of a warehouse facility as a site for RSS for disaster response medical resources, including those from the state, federal SNS, or other sources.
- ii) Once activated as an RSS site, DRI agrees to alter or suspend normal operations as necessary and practicable to ensure effective operation as the designated RSS site for Santa Barbara County.
- iii) During activation, authorize use of the facility's equipment, such as forklifts, communication equipment, computers, internet services, and office equipment.
- iv) During activation, provide use of DRI staff, resources and associated systems, with DRI management authorization and oversight.
- v) Provide appropriate orientation/training for all personnel (County employees and volunteers) working in the facility.

- vi) Permit pre-identified PHD staff access to the DRI facility designated as the RSS site.
- C) PHD Disaster Cache Storage:
- i) Designate an approximate 2,000 square foot section of a current DRI facility as a permanent storage site for the PHD disaster response cache.
  - ii) Permit access for PHD staff to maintain cache, remove cache for exercises, real events or maintenance, and assist with the delivery of cache items.
  - iii) Notify PHD if there is a need to relocate cache items.
  - iv) Assist PHD in deploying cached items during emergencies as available.
  - v) Assist with logistics for ongoing storage including movement and organization of pallets.
- D) Disaster Plans, Exercises and Training:
- i) Familiarize DRI staff with the PHD SNS/RSS Plan and County disaster response procedures.
  - ii) Participate in exercises and workshops coordinated by PHD and the County to ensure disaster readiness.
- E) Contact Information:
- Provide 24/7 emergency contact information of DRI staff who can respond to disaster requests and provide access to the DRI designated facilities.
- F) Communication
- i) Accept an 800 MHz radio. The radio shall remain property of PHD.
  - ii) Accept video conferencing equipment. The video conferencing equipment shall remain the property of DRI. DRI shall maintain the video conferencing equipment in working condition and be able to operate the equipment to communicate with PHD during a disaster/emergency. DRI shall also pay all ongoing expenses related to the maintenance of the video conferencing equipment.
  - iii) Accept one satellite telephone. The telephone remains the property of PHD but DRI will maintain and pay for the satellite service. The telephone is to remain on-site at DRI.
  - iv) Train DRI staff in the use of the satellite radio, telephone, and video conferencing equipment.
  - v) Participate in all PHD video conferencing and radio/satellite telephone communication drills.
- G) Alternate Location
- Designate space at an operational DRI facility as a temporary, alternate location for PHD operations in the event of activation of PHD Continuity of Operations Plan.

H) Compensation for Incurred Expenses:

- i) Because the provision of supplies by DRI to the County in a disaster shall be undertaken in furtherance of the organization's humanitarian mission and consistent with its status as a California nonprofit public benefit corporation in California, no compensation shall be required for the supplies.
- ii) DRI will track and submit all reasonable and eligible costs associated with the operations during disasters, including activation of the RSS, and any modifications or damages to the DRI facility(ies), so that in the event that funds are available these could potentially be reimbursed by FEMA or other payors. PHD will provide guidance on methods to track and report costs consistent with reimbursement requirements.

I) Insurance and Indemnification

i) Indemnification by DRI

DRI shall indemnify, defend and hold County and County's agents, officers and employees, harmless from and against all claims, damages, losses, causes of action and expenses, including attorneys' fees, for any personal injury, bodily injury, loss of life or damage to property, violation of any federal, state or municipal law, ordinance or constitutional provision, or other cause which arise out of, relate to, or result from the activities or omissions, negligent or otherwise, under this MOU with DRI, and DRI's officers, agents and employees.

ii) Indemnification by County

County shall indemnify, defend and hold DRI, and DRI's agents, officers and employees, harmless from and against all claims, damages, losses, causes of action and expenses, including attorneys' fees, for any personal injury, bodily injury, loss of life or damage to property, violation of any federal, state or municipal law, ordinance or constitutional provision, or other cause which arise out of, relate to, or result from the activities or omissions, negligent or otherwise, under this MOU and County, and County's officers, agents and employees.

iii) No Agency

Except as otherwise specified herein, for the purposes of this section, DRI shall not be deemed to be County's agent and County shall not be deemed to be DRI'S agent.

iv) Notification

Each party shall give the other prompt notification when it first learns of an incident or occurrence covered, or likely to be covered, under the terms of this indemnity provision, as well as prompt notification if a claim is made or suit is brought against a party based on an incident or occurrence covered, or likely to be covered, by the terms hereof.

v) Continuing Obligation

To the extent that DRI has agreed to indemnify, defend and hold harmless County, its officers, agents and employees under this MOU, said obligations shall continue to exist during the term of this MOU and subsequent to the term of this

MOU for those acts or omissions giving rise to liability which occurred during this MOU.

To the extent that County has agreed to indemnify, defend and hold harmless DRI, its officers, agents and employees under this MOU, said obligations shall continue to exist during the term of this MOU and subsequent to this MOU for those acts or omissions giving rise to liability which occurred during this MOU.

vi) Insurance

Each party shall maintain its own insurance coverage, through commercial insurance, self-insurance or a combination thereof, against any claim, expense, cost, damage, or liability arising out of the performance of its responsibilities pursuant to this MOU.

**6. JOINTLY PHD AND DRI WILL:**

- A) Manage the RSS facility during a local emergency.
- B) Staff the warehouse operations. Additional staff may be involved including staff from the State and the Centers for Disease Control. Security staff for the site will be coordinated by the Santa Barbara County Sheriff's Department.
- C) Share and maintain contact information for individuals from each of the parties for access in an emergency 24 hours a day, 7 days a week.
- D) Review this MOU yearly, or as necessary following a disaster event, and revise upon mutual written agreement.

The parties may amend the terms of this MOU by mutual written consent of both parties at any time. Either party may cancel this agreement by providing thirty (30) days written notice.

**IN WITNESS WHEREOF**, COUNTY and Direct Relief International have executed this Memorandum of Understanding by the respective authorized officers as set forth below to be effective on the date executed by the COUNTY.

COUNTY OF SANTA BARBARA

ATTEST:  
CHANDRA L. WALLAR  
COUNTY EXECUTIVE OFFICER

By: \_\_\_\_\_  
Deputy

By: \_\_\_\_\_  
Chair, Board of Supervisors

Date: \_\_\_\_\_

APPROVED AS TO FORM:  
DENNIS MARSHALL  
COUNTY COUNSEL

By: \_\_\_\_\_  
Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:  
ROBERT W. GEIS, CPA  
AUDITOR-CONTROLLER

By: \_\_\_\_\_  
Deputy

APPROVED:  
TAKASHI WADA, MD, MPH  
DIRECTOR/HEALTH OFFICER  
PUBLIC HEALTH DEPARTMENT

By: \_\_\_\_\_  
Director

APPROVED:  
RAY AROMATORIO, ARM, AIC  
RISK MANAGER

By: \_\_\_\_\_  
Ray Aromatorio, ARM, AIC  
Risk Manager

APPROVED:

By: \_\_\_\_\_  
Ronn Carlentine, SR/WA  
Real Property Manager

**IN WITNESS WHEREOF**, COUNTY and Direct Relief International have executed this Memorandum of Understanding by the respective authorized officers as set forth below to be effective on the date executed by the COUNTY.

DIRECT RELIEF INTERNATIONAL

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Thomas Tighe  
President and CEO

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Date: