

MEMORANDUM OF UNDERSTANDING

BETWEEN CALIFORNIA DEPARTMENT OF PUBLIC HEALTH AND CALIFORNIA DEPARTMENT OF FORESTRY AND FIRE PROTECTION

BACKGROUND

This MEMORANDUM OF UNDERSTANDING (MOU) is made and entered into by and between the California Department of Public Health, hereinafter called CDPH, and the California Department of Forestry and Fire Protection, hereinafter called CAL FIRE. This MOU establishes procedures between CDPH and CAL FIRE to support CDPH upon the establishment of a State Receiving, Storing, and Staging (RSS) Warehouse for the distribution of pharmaceuticals and other medical countermeasures provided by the Centers for Disease Control and Prevention (CDC), such as the Strategic National Stockpile (SNS).

RECITALS

- (1) The Health and Safety Code § 100100, et seq., assigns specific public health activities as well as emergency service responsibilities to CDPH. In addition, CDPH may perform any work required or take any remedial measures necessary to avert or alleviate disastrous losses to the State's citizenry and to protect the health, safety, convenience, and welfare of the general public of the State. Periodically, CDPH may need additional personnel, materials, and facilities to perform these activities.
- (2) Public health emergencies require a rapid, efficient, and coordinated response to prevent or minimize catastrophic losses to the public and the environment. This often requires a coordinated response from State, federal, and/or local agencies.
- (3) CAL FIRE is responsible for the fire protection, fire prevention, maintenance, and enhancement of the State's forest, range, and brush land resources, contract fire protection, associated emergency services, and assistance in civil disasters and other non-fire emergencies through California Public Resources Code § 700, et seq.
- (4) The Standardized Emergency Management System (SEMS) is the State system for managing a multiple jurisdictional response for fire, floods, earthquakes, public health, and other emergencies within California. In the field, the Incident Command System (ICS), a component of the SEMS, is used for managing the field level response.
- (5) CDPH and CAL FIRE have each recognized that coordination between the two agencies is necessary to address operations in response to public health emergency activities.

NOW, THEREFORE, in consideration of the mutual promises and conditions herein made, it is agreed as follows:

TERMS AND CONDITIONS

General Provisions

- (1) CDPH is responsible for activities including, but not limited to, the enforcement of public health regulations, enjoining and abating nuisances dangerous to the public health, and protecting and preserving the public health. During emergency activities CDPH may be required to establish facilities and obtain large quantities of pharmaceuticals and other medical countermeasures for distribution to local jurisdictions. Under this MOU, CAL FIRE will provide available Incident Management Teams (IMT), personnel, equipment, and other resources of the kinds and amount, as requested by CDPH to support public health emergency activities and operations.
- (2) When the need for public health emergency activity support arises, CDPH will request CAL FIRE assistance. Assistance will be requested as per established protocols and points of contact. (See Section 8) During periods of high statewide emergency response activities and operational needs, requests for CAL FIRE assistance may require request processing and coordination through the California Emergency Management Agency (CalEMA) for development of resource allocation priorities and mission tasking.
- (3) CDPH will request resources in the form of emergency management teams, field kitchens, crews, or other items used in usual CAL FIRE operations. If CDPH orders such resources, CAL FIRE and CDPH will mutually agree, prior to deployment of the resources, on the staffing level and anticipated scope of equipment and materials required. On the basis of that agreement, CAL FIRE will procure all personnel, equipment, and materials required and will document the costs thereof.

Reimbursement Provisions

- (4) CDPH will reimburse CAL FIRE for all actual expenditures and expenditures captured by CAL FIRE service rates attributable to the emergency activities or work activity (including but not limited to, current salary, overtime, applicable differentials, employee benefit costs, travel and subsistence related to the response). These costs will be computed in accordance with State Administrative Manual Section 8752. Nothing herein contained will preclude advance payments pursuant to Government Code Article 1, Chapter 3, Part 1, Division 3, Title 2.

- (5) The provisions of this MOU for reimbursement will be limited to funds authorized by the State Legislature, California Department of Finance, Office of Emergency Services, or other source of funds, including but not limited to, federal grants or appropriations through the COG, Federal Emergency Management Agency, or other federal agency for the specific public health emergency or activities that required CAL FIRE support.
- (6) For public health emergency activities where costs are incurred pursuant to the terms of this MOU, CAL FIRE will submit an invoice for reimbursement, in triplicate, as soon as possible, but no later than five months after the emergency activity response has been demobilized or work completed. This invoice will be identified by activity name and appropriate number, if a public health emergency; or identified work activity, if not an emergency; and will be adequately documented. Documentation will have sufficient information to determine the amount invoiced and related to the work performed. A separate invoice will be submitted for each public health emergency or work activity. If the total cost is not known at the time of initial invoicing, then a partial invoice, so identified, will be submitted. A final invoice, so identified, will be submitted when all costs are known; but in no case should this be more than five months after activity's demobilization.
- (7) All invoices for services provided to CDPH will be mailed to the following address:

Department of Public Health
Emergency Preparedness Office
Attn: Frances Viramontes
P.O. Box 997377, MS 7002
Sacramento, CA 95899-7377
(916) 650-6455

Contact Provisions and Protocols

- (8) The Chief of the Emergency Pharmaceutical Services Unit (EPSU); the EPSU designee; the EPO Duty Officer at (916) 328-9025; or, the Director of the CDPH Joint Emergency Operations Center (JEOC) at (916) 650-6400, if activated, will place requests for CAL FIRE assistance. CDPH requests will include all necessary information, i.e. type of activation, location, anticipated number of staff or equipment needed, anticipated time of arrival needed, CDPH State RSS Warehouse contact officer and telephone number, and anticipated duration of need. The CDPH representative making the request will reference this MOU.

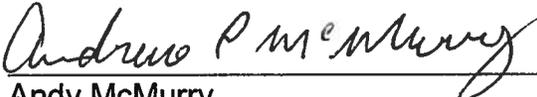
- (9) Requests for CAL FIRE assistance will be placed through the CAL FIRE Fire Protection Headquarters Duty Chief at (916) 327-3063. Upon CAL FIRE management approval, the CAL FIRE will provide assistance in accordance with its operational plan. CAL FIRE will then contact CDPH and provide response and resource information.

Miscellaneous Provisions

- (10) Limitations. Nothing in this MOU shall be interpreted to conflict with or be inconsistent with any federal or state statute, regulation, or other provision of law applicable to the CDPH or CAL FIRE. Furthermore, this agreement does not constitute a delegation of any authority by either party to the other.
- (11) Employment Policy. It is agreed that employees of the parties to this MOU shall at all times be subject only to the laws, regulations, and rules governing their employment, regardless of agency, and shall not be entitled to compensation or other benefits of any kind other than specifically provided by the terms of their employment.
- (12) Indemnification. Neither party shall indemnify or hold harmless the other against claims made against the parties arising from their actions under this agreement.
- (13) Duration of MOU. The term of this MOU shall commence on signature and shall remain in effect until June 30, 2018.
- (14) Cancellation and Amendment Procedure. This MOU may be cancelled by either party by providing 30 days prior written notice to the other party, or may be amended at any time by written mutual consent of the parties involved.

IN WITNESS WHEREOF, the parties have executed this MOU.

STATE OF CALIFORNIA
DEPARTMENT OF FORESTRY
AND FIRE PROTECTION



Andy McMurry
Deputy Director
Fire Protection

6/20/13
Date

STATE OF CALIFORNIA
DEPARTMENT OF PUBLIC HEALTH



Susan Fanelli
Acting Deputy Director
Emergency Preparedness Office

8/30/13
Date