

MEMORANDUM OF UNDERSTANDING

Between

State of Washington
Washington State Department of Health
Division of Public Health Laboratories

And

State of California
California Department of Health Services

July 2005

Parties and Purpose Statement

This Memorandum of Understanding (MOU) is between the Washington State Department of Health (WDOH) and California Department of Health Services (CDHS). The purpose of this MOU is to establish agreement between the above parties to perform laboratory support services for analysis of clinical specimens for Level-1 and Level-2 chemical agents (as defined by the Centers for Disease Control and Prevention) in response to chemical terrorism or large scale chemical incident. This MOU reflects the updated national Laboratory Response Network (LRN) laboratory level nomenclature updated on May 13, 2005.

According to the LRN criteria, the WDOH Public Health Laboratory is currently considered a Level-2 laboratory in terms of analytical laboratory capability. Currently, Level-2 laboratories perform analysis of chemical agents in clinical specimens of moderate complexity including cyanide-containing compounds and 14 trace elements (including arsenic, lead, heavy metals).

The California Department of Health Services' Laboratory is considered a Level-1 laboratory by the CDC. Level-1 laboratories contain additional instruments and increased capability to perform highly complex analysis of chemical agents in clinical specimens. Level-1 laboratories are able to detect exposure to an expanded number of chemicals including all Level 2 laboratory analytes as well as nerve agents, ricinine, sulfur and nitrogen mustards, some incapacitating agents, and select toxic industrial chemicals.

There are currently 5 laboratories designated as Level-1 (New York, Virginia, Michigan, New Mexico, and California). The WDOH needs to establish access to a regional laboratory with CDC certified Level-1 analytical capability.

Indemnification

Each of the parties to this agreement shall be responsible for its own acts and omissions and those of its officers, employees, and agents. No party to this MOU shall be responsible for the acts and omissions of entities or individuals not party to this MOU.

Independent Capacity

The employees or agents of each party who are engaged in the performance of this MOU shall continue to be employees or agents of that party, and shall not be considered for any purpose to be employees or agents of the other party.

Alterations or Amendments

Either party to this agreement may mutually amend this agreement. Such amendments will not be binding unless they are in writing and signed by personnel of each agency who have the delegated authority to bind each of the parties to this agreement.

Disputes

In the event a dispute arises under this MOU, the parties will make every effort to resolve the disagreement at the lowest organizational level. If those efforts are not successful, the PHL Directors will work collaboratively to resolve issues. If there is a conflict of laws, then the laws of the state of the testing laboratory shall apply.

Contract Administration Primary Contacts

Directors of each state Public Health Laboratory are responsible for administering this MOU.

CDHS PHL: Paul Kimsey, Assistant Deputy Director, Laboratory Science

WDOH PHL: Romesh Gautom, Laboratory Director

Integration

This MOU and Attachment A contain the terms and conditions agreed upon by both parties. No other understanding, oral or otherwise, regarding the subject matter of this agreement shall be deemed to exist or binding on any of the parties. Nothing in this Agreement shall be deemed or construed by the parties, or by any third party, as creating the relationship of principal and agent, partners, joint ventures, or any other relationship between the parties.

Period of Performance, Termination, and Annual Review of MOU

This MOU will commence on the Date of Execution, which is the latest date of signature noted below. Since this document describes a continuous working relationship between parties, it will be reviewed annually by both parties on the anniversary of the Date of Execution. If not modified at the annual review, the MOU will be deemed renewed for a period of one year. Any party may terminate its participation in this MOU upon 30 days advance written notification to the other party.

Provisions included in Attachment A form the basis of understanding and outline the scope of agreement for this MOU.

For: California Department of Health Services

Signature

Printed name and title


Paul B. Kimsey, Ph.D., Public Health Laboratory Director


Date

August 17, 2005

For: Washington Department of Health, Public Health Laboratory

Signature

Printed name and title

 DOH Contracts Manager
James Matthews or designee, Office of Contracts and Procurement

Date

8/19/05

Attachment A - Statement of Work

Chemical agent analysis following a Chemical Terrorism Event or significant Chemical Incident

This Memorandum of Understanding (MOU) between the Washington State Department of Health, Public Health Laboratory (WDOH) and California Department of Health Services (CDHS), Level-1 Laboratory is being entered into for the provision of emergency testing of clinical specimens (blood and urine) for metabolites of Level-1 chemical agents provided by WDOH to CDHS, or by CDHS to WDOH in the case of Level-2 agents.

Either party may request support from the other to provide Level-1 or Level-2 analysis of chemical agents in clinical specimens either directly or through the CDC. Either party will initiate involvement by contacting the primary contact to arrange for the type of assistance warranted. The WDOH or CDHS will provide support based upon current capacity and as conditions permit.

Both parties recognize the reciprocal and mutually beneficial aspects of this agreement. As such, the WDOH is prepared to act as a Level-2 surge capacity lab for CDHS for agents within the testing capabilities of the WDOH.

General Provisions

The state submitting specimens for analysis is responsible for the cost of sample transportation, integrity of specimens, and cost of supplies and equipment required for transport. If either party has safety standards for protecting the public health, safety and welfare in transport of specimens within its borders, both parties shall incorporate the safety standards into its packaging and shipping processes. WA DOH will share both chain of custody and transportation protocols with CA to ensure there is agreement on the methods used. If the select agent rule is applicable, and more stringent, both parties shall adhere to them. Special agreements may be established for specific requests on a case by case basis. Specimen transportation will be in compliance with US Department of Transportation (DOT) standards and protocols.

Equipment and Supplies

The state submitting specimens for analysis is responsible for the cost of supplies, reagents, kits, and disposable personal protective equipment.

Reporting Analytical Results

It is the responsibility of the state analyzing specimens to test and provide timely results to the state submitting specimens for analysis. All test results (positive or negative) are to be reported to the specimen submitting state's Laboratory Director. The state analyzing specimens will comply with LRN protocols regarding notification.

All test results are considered to be confidential and are not to be disclosed or released to any outside party, except as authorized by law, and with prior notice to the Laboratory Director of the specimen submitting state. All positive specimens will be returned to the state that submitted the specimens for analysis.

Disposition of Samples

The WDOH or CDHS will return positive specimens at the submitting laboratory's expense and consistent with the specimen submitting state's instructions. The state analyzing specimens will dispose of negative specimens according to each state's established procedures. Laboratory Directors must agree in writing to any other arrangements for disposing or returning negative specimen samples.

Reimbursement

This MOU between WDOH and CDHS is a non-financial agreement and neither party will be billed for services provided. The laboratory analyzing specimens will use its supplies to conduct testing for the specimen submitting state. After the testing has been completed, the laboratory analyzing specimens will provide a list of supplies used for testing to the specimen submitting state. The specimen submitting state will replace testing supplies for the laboratory analyzing specimens. The laboratory analyzing specimens may waive the replacement of supplies by the specimen submitting state.

Chemical Terrorism Provisions

The WDOH and CDHS agree to provide assistance on a 24 hour, seven day per week basis, subject to capacity and workload limitations. CDOH will maintain sufficient supplies to carry out a minimum of 500 tests for any method they are certified by CDC as a Level-1 laboratory to perform.

The WDOH and CDHS lab will adhere to chain of custody protocols approved by the Federal Bureau of Investigation (FBI) Weapons of Mass Destruction (WMD) Coordinator when a terrorist event is suspected. If required, each party will make available to the other party any necessary documentation in order to maintain chain of custody. Both parties will provide both chain of custody and transportation protocols to the other to ensure there is agreement on the methods used by both WDOH and CDHS.