

CETS #: NA	BA: 3218
Solicitation #: NA	CAT: NA
REF#: 18562	GL:

INTERLOCAL CONTRACT BETWEEN PUBLIC AGENCIES

A Contract Between the State of Nevada
Acting by and through its

Public Entity #1:	State of Nevada Division of Public & Behavioral Health (DPBH) Public Health Preparedness (PHP) Program
Address:	4126 Technology Way, Suite #100
City, State, Zip Code:	Carson City, NV 89706
Contact:	James Phan
Phone:	775-528-0175
Fax:	775-684-5951
Email:	JPhan@health.nv.gov

Public Entity #2:	Truckee Meadows Fire Protection District – Station #33
Address:	470 Foothill Road
City, State, Zip Code:	Reno, NV 89511
Contact:	Joseph Kammann
Phone:	775-240-5863
Fax:	N/A
Email:	JKammann@tmfpd.us

WHEREAS, NRS 277.180 authorizes any one or more public agencies to contract with any one or more other public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform; and

WHEREAS, it is deemed that the services hereinafter set forth are both necessary and in the best interests of the State of Nevada.

NOW, THEREFORE, in consideration of the aforesaid premises, the parties mutually agree as follows:

1. **REQUIRED APPROVAL.** This Contract shall not become effective until and unless approved by appropriate official action of the governing body of each party.

2. **DEFINITIONS**

TERM	DEFINITION
State	The State of Nevada and any State agency identified herein, its officers, employees and immune contractors.
Contracting Entity	The public entities identified above.
Fiscal Year	The period beginning July 1 st and ending June 30 th of the following year.
Contract	Unless the context otherwise requires, 'Contract' means this document titled Interlocal Contract Between Public Agencies and all Attachments or Incorporated Documents.

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3. **CONTRACT TERM.** This Contract shall be effective as noted below, unless sooner terminated by either party as specified in *Section 4, Termination*.

Effective From:	UPON APPROVAL	To:	June 30, 2029
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4. **TERMINATION.** This Contract may be terminated by either party prior to the date set forth in *Section 3, Contract Term*, provided that a termination shall not be effective until **30** days after a party has served written notice upon the other party. This Contract may be terminated by mutual consent of both parties or unilaterally by either party without cause. The parties expressly agree that this Contract shall be terminated immediately if for any reason State and/or federal funding ability to satisfy this Contract is withdrawn, limited, or impaired.
5. **NOTICE.** All communications, including notices, required or permitted to be given under this Contract shall be in writing and directed to the parties at the addresses stated above. Notices may be given: (a) by delivery in person; (b) by a nationally recognized next day courier service, return receipt requested; or (c) by certified mail, return receipt requested. If specifically requested by the party to be notified, valid notice may be given by facsimile transmission or email to the address(es) such party has specified in writing.
6. **INCORPORATED DOCUMENTS.** The parties agree that this Contract, inclusive of the following Attachments, specifically describes the Scope of Work. This Contract incorporates the following Attachments in descending order of constructive precedence:

ATTACHMENT AA:	SCOPE OF WORK AND DELIVERABLES
ATTACHMENT BB:	MEMORANDUM OF AGREEMENT 5320 (US DEPARTMENT OF HEALTH & HUMAN SERVICES – NEVADA DIVISION OF PUBLIC & BEHAVIORAL HEALTH PUBLIC HEALTH PREPAREDNESS) [EXECUTED]
ATTACHMENT CC:	CHEMPACK MONTHLY QUALITY ASSURANCE/QUALITY CONTROL ASSESSMENT FORM & CHEMPACK CONTAINER SITE & POINT OF CONTACT INFORMATION FORM (REVISED JUNE 2022)

Any provision, term or condition of an Attachment that contradicts the terms of this Contract, or that would change the obligations of the State under this Contract, shall be void and unenforceable.

7. **CONSIDERATION.** The parties agree that the services specified in *Section 6, Incorporated Documents* at a cost as noted below:

\$ 0.00	per	N/A
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Total Contract or installments payable at:	N/A
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Total Contract Not to Exceed:	\$ 0.00
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Any intervening end to a biennial appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the result of legislative appropriation may require.

8. **ASSENT.** The parties agree that the terms and conditions listed in the incorporated Attachments of this Contract are also specifically a part of this Contract and are limited only by their respective order of precedence and any limitations expressly provided.
9. **INSPECTION & AUDIT**

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- A. Books and Records. Each party agrees to keep and maintain under general accepted accounting principles full, true and complete records, agreements, books, and document as are necessary to fully disclose to the State or United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with all State and federal regulations and statutes.
- B. Inspection & Audit. Each party agrees that the relevant books, records (written, electronic, computer related or otherwise), including but not limited to relevant accounting procedures and practices of the party, financial statements and supporting documentation, and documentation related to the work product shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location where such records may be found, with or without notice by the State Auditor, Employment Security, the Department of Administration, Budget Division, the Nevada State Attorney General's Office or its Fraud Control Units, the State Legislative Auditor, and with regard to any federal funding, the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of the Inspector General, or any of their authorized representatives.
- C. Period of Retention. All books, records, reports, and statements relevant to this Contract must be retained a minimum three years and for five years if any federal funds are used in this Contract. The retention period runs from the date of termination of this Contract. Retention time shall be extended when an audit is scheduled or in progress for a period reasonably necessary to complete an audit and/or to complete any administrative and judicial litigation which may ensue.
10. **BREACH - REMEDIES**. Failure of either party to perform any obligation of this Contract shall be deemed a breach. Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including but not limited to actual damages, and to a prevailing party reasonable attorneys' fees and costs. It is specifically agreed that reasonable attorneys' fees shall not exceed \$150.00 per hour.
11. **LIMITED LIABILITY**. The parties will not waive and intend to assert available NRS Chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. Actual damages for any State breach shall never exceed the amount of funds which have been appropriated for payment under this Contract, but not yet paid, for the fiscal year budget in existence at the time of the breach.
12. **FORCE MAJEURE**. Neither party shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, acts of public enemy, acts of terrorism, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the Contract after the intervening cause ceases.
13. **INDEMNIFICATION**. Neither party waives any right or defense to indemnification that may exist in law or equity.
14. **INDEPENDENT PUBLIC AGENCIES**. The parties are associated with each other only for the purposes and to the extent set forth in this Contract, and in respect to performance of services pursuant to this Contract, each party is and shall be a public agency separate and distinct from the other party and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract shall be deemed or constructed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for one agency whatsoever with respect to the indebtedness, liabilities, and obligations of the other agency or any other party.
15. **WAIVER OF BREACH**. Failure to declare a breach or the actual waiver of any particular breach of the Contract or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.
16. **SEVERABILITY**. If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.

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17. **ASSIGNMENT.** Neither party shall assign, transfer or delegate any rights, obligations or duties under this Contract without the prior written consent of the other party.
18. **OWNERSHIP OF PROPRIETARY INFORMATION.** Unless otherwise provided by law any reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer code (which is intended to be consideration under this Contract), or any other documents or drawings, prepared or in the course of preparation by either party in performance of its obligations under this Contract shall be the joint property of both parties.
19. **PUBLIC RECORDS.** Pursuant to NRS 239.010, information or documents may be open to public inspection and copying. The parties will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests.
20. **CONFIDENTIALITY.** Each party shall keep confidential all information, in whatever form, produced, prepared, observed or received by that party to the extent that such information is confidential by law or otherwise required by this Contract.
21. **FEDERAL FUNDING.** In the event, federal funds are used for payment of all or part of this Contract, the parties agree to comply with all applicable federal laws, regulations and executive orders, including, without limitation the following:
 - A. The parties certify, by signing this Contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to Executive Orders 12549 and 12689 and Federal Acquisition Regulation Subpart 9.4, and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.
 - B. The parties and its subcontractors shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder, including 28 C.F.R. Section 35, inclusive, and any relevant program-specific regulations.
 - C. The parties and its subcontractors shall comply with the requirements of the Civil Rights Act of 1964 (P.L. 88-352), as amended, the Rehabilitation Act of 1973 (P.L. 93-112), as amended, and any relevant program-specific regulations, and shall not discriminate against any employee or offeror for employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions.)
 - D. Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended. Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
22. **PROPER AUTHORITY.** The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract and that the parties are authorized by law to perform the services set forth in *Section 6, Incorporated Documents*.
23. **GOVERNING LAW – JURISDICTION.** This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada. The parties consent to the exclusive jurisdiction of and venue in the First Judicial District Court, Carson City, Nevada for enforcement of this Contract.

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24. **ENTIRE AGREEMENT AND MODIFICATION.** This Contract and its integrated Attachment(s) constitute the entire agreement of the parties and as such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated Attachment to this Contract specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language between any such Attachment and this Contract shall be construed consistent with the terms of this Contract. Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto, approved by the Office of the Attorney General.

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ATTACHMENT AA

Scope of Work

In general, the Division of Public & Behavioral Health Public Health Preparedness (DPBH PHP) Program will be responsible for the oversight of the CHEMPACK Program in the State of Nevada in coordination with the Administration for Strategic Preparedness & Response (ASPR) Center for the Strategic National Stockpile (CSNS, or more simply SNS). The CHEMPACK Storage Facility will be responsible for securely storing and maintaining the CHEMPACK container(s), and the Medical Countermeasures (MCM, the general term referring to pharmaceuticals, medications, and medical materials used to treat specified medical conditions/emergencies) stored within, as required by the CSNS.

The CHEMPACK MCM would be utilized to respond to any incident(s) involving the intentional and/or unintentional release of nerve agents and/or commercial chemical products with similar chemical structures and pathological characteristics.

DPBH PHP and the following specified CHEMPACK Storage Facility (Truckee Meadows Fire Protection District – Station #33) mutually consent to aid and assist with the following specified responsibilities (that may apply outside of or during disaster(s) and/or emergency incident(s), so long as the demands allow the tasked agency to meet its own commitments, needs, and contingencies):

DPBH PHP:

1. Designate a single person within DPBH PHP to be the primary DPBH PHP CHEMPACK Point of Contact (POC), and designate a second person within DPBH PHP to be the secondary DPBH PHP CHEMPACK POC. Provide contact information on the primary and secondary DPBH PHP CHEMPACK POCs to the CHEMPACK Storage Facility.
2. Notify the CHEMPACK Storage Facility of any contact information change(s) for the primary and/or secondary DPBH PHP CHEMPACK POCs at the end of each calendar month when confirming receipt of the CHEMPACK Storage Facility's monthly submission of the (1) CHEMPACK Monthly Quality Assurance/Quality Control Assessment Form, and the (2) CHEMPACK Container Site & Point Of Contact Information Form.
3. Conduct on-site inventory checks, security checks, and quality assurance/quality control checks as required by the Memorandum of Agreement (MOA) between SNS and DPBH PHP (Attachment BB). Provide a minimum of twenty-four (24) hours advance notice to the CHEMPACK Storage Facility POCs regarding the timing of such checks where reasonably practicable and in the best interest of the SNS.
4. Forward any contact information change(s) of personnel with access to the CHEMPACK container(s) at the CHEMPACK Storage Facility to the SNS as they occur.
5. Work with the CHEMPACK Storage Facility to correct any non-compliant environmental and/or security conditions identified by the SNS and/or by DPBH PHP within the timeframes specified in the MOA between SNS and DPBH PHP (Attachment BB).

CHEMPACK Storage Facility (Truckee Meadows Fire Protection District – Station #33):

1. The CHEMPACK Storage Facility POCs shall act as custodians of the CHEMPACK container(s) and shall have responsibility for overseeing CHEMPACK Storage Facility compliance, in accordance with the terms of this Scope of Work. The CHEMPACK Storage Facility POCs will notify DPBH PHP of any contact information change(s) for the primary and/or secondary CHEMPACK Storage Facility POCs, and primary and/or secondary CHEMPACK Storage Facility Security POCs.

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2. The U.S. Drug Enforcement Administration (DEA) registrant (pharmaceutical and/or medical professional with a current and valid DEA registration who will sign for and accept custody of controlled substances and other pharmaceuticals in the CHEMPACK container(s)) will designate a single person to be the primary CHEMPACK Storage Facility POC and will designate a second person to be the secondary CHEMPACK Storage Facility POC. Provide contact information for the primary and secondary CHEMPACK Storage Facility POCs to DPBH PHP, and provide updates as any contact information change(s) occur. Ensure that a DEA registrant for controlled substances from the CHEMPACK Storage Facility is present to sign for custody during sustainment and inventory of the MCM within the CHEMPACK container(s). Dispose of CHEMPACK MCM only as directed by SNS CHEMPACK personnel and/or DPBH PHP CHEMPACK personnel.
3. Allow DPBH PHP CHEMPACK personnel and/or SNS CHEMPACK personnel access to the CHEMPACK container(s) at the CHEMPACK Storage Facility and cooperate fully with DPBH PHP CHEMPACK personnel and/or SNS CHEMPACK personnel for all on-site inventory checks, security checks, and quality assurance/quality control checks as required by the MOA between SNS and DPBH PHP (Attachment BB). Full access must be given upon request.
4. The primary and/or secondary CHEMPACK Storage Facility POCs shall be present at and facilitate any and all such on-site inventory checks, security checks, and quality assurance/quality control checks. The primary and/or secondary CHEMPACK Storage Facility POCs will complete monthly quality assurance/quality control checks of the environment in which the CHEMPACK container(s) are stored as required under Section V, Paragraph 10 of the MOA between SNS and DPBH PHP (Attachment BB). The primary and/or secondary CHEMPACK Storage Facility POCs shall complete the (1) CHEMPACK Monthly Quality Assurance/Quality Control Assessment Form, and the (2) CHEMPACK Container Site & Point Of Contact Information Form (Both within Attachment CC, to include any information change(s) to CHEMPACK Storage Facility, contact information change(s) for primary and/or secondary CHEMPACK Storage Facility POCs, and contact information change(s) for primary and/or secondary CHEMPACK Storage Facility Security POCs), and submit the completed forms by e-mail to the primary and/or secondary DPBH PHP CHEMPACK POCs by the end of each calendar month. Upon receipt of these completed forms, the primary and/or secondary DPBH PHP CHEMPACK POCs will provide a confirmation receipt and any contact information change(s) for the primary and/or secondary DPBH PHP CHEMPACK POCs to the primary and/or secondary CHEMPACK Storage Facility POCs.
5. Respond within fifteen (15) minutes and correct any non-compliant environmental and/or security condition(s) at the CHEMPACK Storage Facility within one (1) hour of occurrence of incident(s). Notify the primary and/or secondary DPBH PHP CHEMPACK POCs within one (1) hour of occurrence of incident(s).
6. Obtain approval from the County/District Health Officer before breaking the CHEMPACK container(s) seal(s) and security system(s) by designated individuals. The County/District Health Officer, or his/her designee, will authorize breaking the CHEMPACK container seal(s) and security system(s) when it has been determined that other means to save human life will not be sufficient and/or timely.
7. Ensure use of the packaged CHEMPACK MCM is in accordance with the MOA between SNS and DPBH PHP (Attachment BB).
8. Notify the primary and/or secondary DPBH PHP CHEMPACK POCs within one (1) hour of an authorized emergency deployment and provide the justification(s)/reason(s) why the CHEMPACK container(s) was/were opened.
9. Notify the primary and/or secondary DPBH PHP CHEMPACK POCs within one (1) hour of any change(s), or proposed change(s), in the physical location and movement of CHEMPACK container(s) from current location.
10. DPBH PHP may require temporary movement of one or more CHEMPACK container(s) for high-profile and/or other special event(s). The CHEMPACK Storage Facility shall ensure the capability to rapidly move CHEMPACK container(s), including, but not limited to, providing the necessary number and capability of hydraulic lifts, forklifts, enclosed towed trailers, loading docks, and/or ramps.

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11. Coordinate with the primary and/or secondary DPBH PHP CHEMPACK POCs and the SNS CHEMPACK personnel to ensure proper security and environmental conditions for CHEMPACK MCM during any non-emergency movement (including pre-positioning assets for high-profile and/or other special event(s)).
12. Movement(s) of the CHEMPACK MCM not specifically directed by SNS Program or by DPBH PHP shall be funded by the CHEMPACK Storage Facility.
13. Maintain a written record of any emergency deployment, including, but not limited to, identifying the quantity of CHEMPACK MCM deployed, utilized, and returned to the CHEMPACK container(s). The written record shall be e-mailed to the primary and/or secondary DPBH PHP CHEMPACK POCs as soon as possible, but no later than twenty-four (24) hours following deployment and/or utilization.
14. In the event of any utilization, compromise, and/or loss of CHEMPACK MCM not specifically authorized by DPBH PHP, report the utilization, compromise, and/or loss to the primary and/or secondary DPBH PHP CHEMPACK POCs as soon as possible by e-mail and by phone, but no later than twenty-four (24) hours following discovery. In the event of any accidental compromise to the CHEMPACK container, e.g., fire, or accidental damage, etc., the CHEMPACK Storage Facility will not be held responsible.

DPBH PHP and Truckee Meadows Fire Protection District – Station #33 reserve the right to modify the specific tasks as necessary to accomplish the Scope of Work.

MOA 5320
BA 3218

MEMORANDUM OF AGREEMENT BETWEEN
THE
UNITED STATES DEPARTMENT OF HEALTH AND HUMAN SERVICES, ASSISTANT SECRETARY OF PREPAREDNESS
AND RESPONSE
AND
NEVADA

I. PURPOSE

To effectively respond to a Public Health nerve agent poisoning event(s), the Secretary of Health and Human Services (HHS) Office of the Assistant Secretary of Preparedness and Response (ASPR) agrees to pre-position CHEMPACK Assets in Project Area ("RECIPIENT"). ASPR and the RECIPIENT (collectively, the "parties") agree to the terms, conditions, and responsibilities contained in this Memorandum of Agreement ("MOA"). This MOA is independent of, and supplements, any agreement between ASPR and RECIPIENT concerning the Strategic National Stockpile (SNS), but supersedes any previous agreements concerning CHEMPACK Assets.

II. DEFINITIONS

Cache Location – a facility that stores CHEMPACK Containers.

CHEMPACK Assets – items listed in Appendix I or their approved pharmaceutical alternatives and/or therapeutic equivalents. Appendix I product content are subject to change, however a written revision to MOA will not be required and an update to Appendix I will be provided.

CHEMPACK Containers – Drug Enforcement Agency (DEA)-approved, self-monitoring, SATCO® units containing CHEMPACK Assets, padlock, CHEMPACK-serial-numbered container seal, and a temperature and security monitoring device.

Drop Ship – Shipping of CHEMPACK products from SNS repositories directly to a CHEMPACK cache site and return shipment via mail using a contracted transportation carrier. This involves CHEMPACK cache site personnel or other RECIPIENT representative(s) coordinating the delivery, receipt, replacement, return shipment of product(s) and completion of all required documentation. The cost to implement Drop Ship will be the responsibility of ASPR.

Extended Not Relabeled (ENR) – Product that has been tested through the Shelf Life Extension Program and extended by Food and Drug Administration (FDA) for use beyond the manufacturer's original expiration date; however, product labeling will not reflect the new extension date.

III. RESPONSIBILITIES

A. Prior to receipt of CHEMPACK Containers and CHEMPACK Assets, RECIPIENT will develop and provide to DSNS an operational plan for storage, monitoring, deployment, use, and administration of CHEMPACK Assets, which will address asset placement, distribution, coverage areas, and security. As part of RECIPIENT's plan, or in another format approved by DSNS, RECIPIENT will provide DSNS the name, title/position, office phone number, cell phone number, and e-mail address(es), for: a primary and alternate statewide point of contact and a primary and alternate point of contact for each cache location. In addition, RECIPIENT will provide CHEMPACK Program with a list of all personnel, including name, title/position, primary phone number, and alternate phone number, who have access to CHEMPACK Containers and CHEMPACK Assets. RECIPIENT will notify CHEMPACK of any changes in the plan or personnel and will provide updated plan and contact information within 48 hours of the change. Upon receiving ASPR's approval of RECIPIENT's operational plan, the RECIPIENT will coordinate with

DSNS for the transportation and delivery of CHEMPACK Container. The cache site/project area will be responsible for all costs associated with the storage of CHEMPACK container(s).

- B. RECIPIENT will maintain CHEMPACK Containers as described in Appendix II. RECIPIENT will contact CHEMPACK Program as soon as possible after detecting any non-compliant condition but no later than one hour after detecting a non-compliant deviation of climate control. RECIPIENT will begin to correct any non-compliant condition immediately upon discovery, and for any condition that cannot be corrected within 12 hours, RECIPIENT will coordinate with CHEMPACK Program to move affected CHEMPACK Containers to a mutually acceptable location. RECIPIENT will report any loss or compromise of cache locations, CHEMPACK Containers, or CHEMPACK Assets immediately upon discovery, and will report within 48 hours the circumstances resulting in the loss or compromise, the nature of the loss or compromise, and the types and amounts of any CHEMPACK Containers or assets lost, compromised, or destroyed.
- C. RECIPIENT will maintain the integrity of the CHEMPACK Container seal until authorized state or local officials determine that deployment to respond to a nerve agent release is warranted OR to prevent the potential loss of life. RECIPIENT may deploy CHEMPACK Assets in response to actual or suspected nerve agent events that: (1) threaten the medical security of the community; (2) put multiple lives at risk; and (3) are beyond local emergency response capabilities. RECIPIENT will notify ASPR within 24 to 48 hours of a deployment and report the type(s) and amount of CHEMPACK Assets: (1) used in the deployment; and (2) remaining in the CHEMPACK Container. Cache site will reseal the container following an inventory coordinated by the RECIPIENT.
- D. RECIPIENT will maintain the integrity of product cases and manufacturer labels for CHEMPACK products stored in CHEMPACK Containers. Labels will not be defaced or covered. Products will remain in their original manufacturer packaging/cases.
- E. RECIPIENT may temporarily transport CHEMPACK Containers for federally designated special events (i.e., National Special Security events, Super Bowl, World Series, major political conventions, state fair, and large scale or high-risk public event etc.) for the purpose of strategically pre-positioning CHEMPACK Containers, subject to the following conditions:
 - 1. RECIPIENT assumes responsibility for all costs associated with transport of CHEMPACK Containers not specifically directed by the CHEMPACK Program;
 - 2. RECIPIENT must notify CHEMPACK Program at least 48 hours prior to any movement;
 - 3. RECIPIENT must notify CHEMPACK Program 30 days prior to non-emergency internal container moves to new cache storage area;
 - 4. RECIPIENT's notification must be made via phone or email to the designated CHEMPACK Regional Coordinator, CHEMPACK Operations Manager, or the CHEMPACK Section Lead;
 - 5. RECIPIENT will notify the DEA registrant of temporary or permanent container moves;
 - 6. RECIPIENT must complete documentation provided by CHEMPACK for special events/temporary CHEMPACK Container moves;
 - 7. RECIPIENT must maintain CHEMPACK Container(s) and Assets during transport/storage to include the following:
 - i. Secure temporary location by controlled access to include daily security checks. Each CHEMPACK Container should contain a lock with an ASPR-provided padlock and key access that is limited to personnel authorized by RECIPIENT's DEA-registrant and/or the Cache location pharmacy director.
 - ii. Monitor and Control temperature at (68°F - 77°F) (20°C - 25°C) to ensure temperatures are maintained during transport and at a temporary location. Documentation required if temperature is not being monitored by a temperature monitoring device/system or disruption in system.

- iii. Ensure the integrity of the CHEMPACK Container(s) and CHEMPACK assets are maintained according to regulation 21 CFR (i.e. sanitation, pest control, etc.)
 - iv. Maintain fire detection and alarm systems, and fire suppression systems as required by federal, state, and local pharmaceutical regulations and fire codes.
 - v. Store only ASPR-provided CHEMPACK Assets in CHEMPACK Container(s); storage of non-ASPR-provided assets in CHEMPACK Container(s), including state-owned nerve agent antidotes, is not permitted. Ensure no items are placed or stored on top of CHEMPACK Container(s) that exceed 100 pounds.
- F. Any movement of CHEMPACK Containers not described above in section III (E) must be approved by ASPR.
- G. Upon request from CHEMPACK, RECIPIENT will provide access to RECIPIENT's Cache Location to allow CHEMPACK to perform:
- 1. Routine review of facilities holding CHEMPACK Assets and to inventory, restock, and remove expiring/expired CHEMPACK Assets; and
 - 2. Periodic audits, including quality assurance and quality control inspections, to verify that the RECIPIENT is complying with the terms and conditions of this MOA.
- H. CHEMPACK and/or RECIPIENT will inventory CHEMPACK Containers approximately every 12 to 24 months or as required by CHEMPACK.
- I. RECIPIENT agrees to provide CHEMPACK Assets to patient(s) free-of-charge.
- J. Drop Ship of CHEMPACK Assets, RECIPIENT and CHEMPACK cache site personnel or their authorized representatives will accept the arranged delivery, conduct and verify product replacement, sign applicable documentation, and return such assets and records as outlined in the "CHEMPACK Drop Ship: Receive and Return Instructions" included in each shipment.
- K. Expiring product from a Drop Ship will be returned to a DSNS warehouse within 10 business days of receipt of replacement product. If, unable to return expiring product within recommended window contact CHEMPACK Regional Coordinator for guidance.

IV. COSTS

Except where otherwise described in this MOA, each party is responsible for its own costs. ASPR's responsibilities are subject to the availability of appropriated funds. ASPR is generally not funded to replace CHEMPACK Assets and CHEMPACK Containers lost, compromised, or destroyed, but may replenish or replace, or assist RECIPIENT in identifying and/or paying for potential mechanisms to replenish or replace, CHEMPACK Assets used in response to a nerve agent incident or as a result of circumstances beyond the reasonable control of the parties, i.e., natural disasters.

V. OWNERSHIP

HHS retains ownership of all CHEMPACK Assets and CHEMPACK Containers, including after such Assets and Containers have been delivered to RECIPIENT and RECIPIENT has assumed custody.

Appendix I product content are subject to change, however a revision to MOA will not be required and an update to Appendix I will be provided.

VI. COMPLIANCE WITH US DRUG ENFORCEMENT AGENCY REQUIREMENTS

- A. RECIPIENT agrees to comply with all applicable federal, state, and local requirements regarding storage, use, and handling of controlled substances, including, but not limited to, those described in 21 CFR Parts 1301 and 1304. (This also applies to the handling of controlled substances during temporary CHEMPACK container moves).
- B. RECIPIENT must designate a pharmaceutical or medical professional with a DEA-registration who will sign for and accept custody for CHEMPACK Assets and who will be responsible for ensuring compliance with the terms and conditions of this MOA including Appendix II.
- C. RECIPIENT will ensure that each CHEMPACK Cache Site possesses a valid, separate DEA registration.
- D. RECIPIENT will ensure a valid DEA registrant assumes custody of CHEMPACK controlled substances: Distributor, Hospital/Clinic, Emergency Medical Services and Retail Pharmacy. Practitioner registrations are not approved for use in the CHEMPACK program.
- E. RECIPIENT must provide the DEA registrant's contact information (name, license number, primary and alternate phone number) four weeks prior to DSNS's schedule delivery of any CHEMPACK Assets. RECIPIENT will ensure that the DEA registrant or their designated representative will be present for all ASPR visits.

VII. REQUESTS FOR INFORMATION

Under 42 USC § 247d-6b, federal agencies are prohibited from disclosing under the Freedom of Information Act (5 USC § 552) any information identifying the location at which CHEMPACK Assets are stored. To the extent permitted by law, the parties agree that neither will disclose the nature of this effort or the terms of this MOA to any person or entity, except as may be necessary to fulfill their respective missions and statutory and regulatory responsibilities. The parties agree to notify one another before making any such disclosure.

VIII. LIABILITY

Each party to this MOA shall be responsible for its own acts and omissions and those of its officers, employees, and agents. No party to this MOA shall be responsible for the acts or omissions of entities not a party to this MOA. Neither party to this MOA agrees to release, hold harmless, or indemnify the other party from liability that may arise or relate to this MOA.

IX. NO PRIVATE RIGHT CREATED

This document is an internal MOA between the parties and does not create or confer any right or benefit on any other person(s) or party, private or public. Nothing in this MOA is intended to restrict the authority of either signatory to act as provided by law or regulation, or to restrict any agency from enforcing any laws within its authority or jurisdiction.

X. SETTLEMENT OF DISPUTES

The parties agree to good faith consultation with one another to resolve disagreements that may arise under or relating to this MOA before referring the matter to any other person or entity for settlement.

XI. AUTHORITY, EFFECTIVE DATE, MODIFICATION, AND TERMINATION

- A. This MOA is made under the authority of section 319F-2 of the Public Health Service Act, as amended (42 USC § 247d-6b).

B. This MOA shall become effective upon the signature of both parties and shall remain in effect until otherwise agreed to by the parties. The terms of this MOA may be modified upon written agreement by both parties. Either party may terminate this MOA at any time upon 180 days advance written notice unless there is a critical failure to perform. In the event of termination, all CHEMPACK Assets and Containers shall be returned to the ASPR within 180 days of termination. If ASPR terminates this MOA for a reason other than RECIPIENT'S critical failure to perform, ASPR will, at its own cost, arrange for the return of the CHEMPACK Assets and Containers. The terms and conditions of this MOA will remain in effect until all CHEMPACK Assets and CHEMPACK Containers are returned.

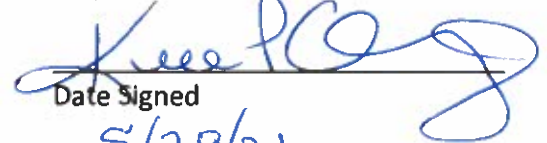
XII. CAPACITY TO ENTER AGREEMENT

The persons executing this MOA 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 MOA on behalf of the entity for which they sign.

Director, Strategic National Stockpile
Steven A. Adams - Digitally signed by Steven A.
Adams -S
S Date: 2021.03.22 14:24:03 -0400'

Date signed

Project Area Representative


Date Signed
5/28/21

APPENDIX I
CHEMPACK Container Contents

EMS CHEMPACK Container for 454 Treatments			
	Unit Pack	Cases	QTY
Mark 1 auto-injector*	240	5	1200
ATNAAs**	200	6	1200
Pralidoxime 300mg auto-injector***	240	5	1200
Atropine Sulfate 0.4mg/ml 20ml	100	1	100
Pralidoxime 1gm inj 20ml	276	1	276
Atropen 0.5 mg	144	1	144
Atropen 1.0 mg	144	1	144
Atropen 2.0mg***	136	9	1224
Diazepam 5mg/ml auto-injector	150	2	300
Seizalam (Midazolam) 5mg/ml vial, 10ml	50	1	50
Sterile water for injection (SWFI) 20cc Vials****	100	1	100
Security Temperature Monitoring System			1
SATCO C DEA Container			1

* If Mark 1 auto-injector is included in the container the ATNAAs, Pralidoxime 300mg and Atropen 2.0mg will not be included

**If ATNAA is included in the container Mark 1 auto-injector, Pralidoxime 300mg, and Atropen 2.0mg will not be included

***If the Pralidoxime 300mg and Atropen 2.0mg are included in the container Mark 1 auto-injectors and ATNAA will not be included

****EMS containers stored at non-medical treatment facilities will receive 2 cases of Sterile Water.

APPENDIX I
CHEMPACK Container Contents
(Continued)

Hospital CHEMPACK Container for 1,000 Treatments			
	Unit Pack	Cases	QTY
Pralidoxime 300mg auto-injector**	240	2	480
Atropine Sulfate 0.4mg/ml 20ml	100	11	900
Pralidoxime 1gm inj 20ml	276	10	2760
Atropen 0.5 mg	144	1	144
Atropen 1.0 mg	144	1	144
Atropen 2.0 mg**	136	4	544
Diazepam 5mg/ml auto-injector	150	1	150
Seizalam (Midazolam) 5mg/ml vial, 10ml	50	10	500
Diazepam 5mg/ml vial, 10ml	50	3	150
Sterile water for injection (SWFI) 20cc Vials***	100	1	100
Security Temperature Monitoring System			1
SATCO C DEA Container			1

*If Mark 1 auto-injector is included in the container the Pralidoxime 300mg and Atropen 2.0mg will not be included

**If the Pralidoxime 300mg and Atropen 2.0mg are included in the container Mark 1 auto-injectors will not be included

***Hospital containers stored at non-medical treatment facilities will receive 28 cases of Sterile Water.

**APPENDIX I
CHEMPACK Contents**

(Guam)

Hospital CHEMPACK Container for 1,000 Treatments			
	Unit Pack	Cases	QTY
Mark 1 auto-injector*	240	2	480
Pralidoxime 300mg auto-injector**	240	2	480
Atropine Sulfate 0.4mg/ml 20ml	100	9	900
Pralidoxime 1gm inj 20ml	276	10	2760
Atropen 0.5 mg	144	1	144
Atropen 1.0 mg	144	1	144
Atropen 2.0 mg**	136	4	544
Diazepam 5mg/ml auto-injector	150	1	150
Seizalam (Midazolam) 5mg/ml vial, 10ml	50	10	500
Diazepam 5mg/ml vial, 10ml	50	3	150
Sterile water for injection (SWFI) 20cc Vials***	100	28	100
SATCO C DEA Container			1

*If Mark 1 auto-injector is included in the container the Pralidoxime 300mg and Atropen 2.0mg will not be included

**If the Pralidoxime 300mg and Atropen 2.0mg are included in the container Mark 1 auto-injectors will not be included

***Hospital containers stored at non-medical treatment facilities will receive 28 cases of Sterile Water.

APPENDIX I
CHEMPACK Contents

American Samoa			
	Unit Pack	Cases	QTY
Mark 1 auto-injector*	240	2	480
Atropen 0.5 mg	144	1	144
Atropen 1.0 mg	144	1	144
Diazepam 5mg/ml auto-injector	150	1	150

Mariana Island			
	Unit Pack	Cases	QTY
Mark 1 auto-injector*	240	2	480
Atropen 0.5 mg	144	1	144
Atropen 1.0 mg	144	1	144
Diazepam 5mg/ml auto-injector	150	1	150

Micronesia			
	Unit Pack	Cases	QTY
Mark 1 auto-injector*	240	2	480
Atropen 0.5 mg	144	1	144
Atropen 1.0 mg	144	1	144
Diazepam 5mg/ml auto-injector	150	1	150

Palau			
	Unit Pack	Cases	QTY
Mark 1 auto-injector*	240	2	480
Atropen 0.5 mg	144	1	144
Atropen 1.0 mg	144	1	144
Diazepam 5mg/ml auto-injector	150	1	150

APPENDIX II
RECIPIENT Storage and Maintenance Requirements

Consistent with relevant Drug Enforcement Agency (DEA) and Food and Drug Administration (FDA) requirements, RECIPIENT agrees to:

1. Provide a locked room or cage for storage of CHEMPACK Containers and CHEMPACK Assets for the purpose of controlling access and ensuring compliance with applicable federal, state, and local regulations.
2. Install and monitor on a 24-hour basis an intrusion detection device that alerts RECIPIENT personnel of intrusions or attempted intrusions into the secure storage area.
3. Conduct and record monthly security checks to visually inspect and confirm the integrity of CHEMPACK container storage room, CHEMPACK containers, and CHEMPACK container seals. All inspection records completed by the RECIPIENT will be made available to the HHS / ASPR during the annual on-site inspections.
4. Ensure each CHEMPACK Container is locked with an ASPR-provided padlock and key access is limited to personnel authorized by RECIPIENT's DEA-registrant and/or the Cache location pharmacy director.
5. Maintain minimum aisle widths of 72", door widths of 34", and other clearances to allow easy access to and maneuvering of CHEMPACK Containers.
6. Equip Cache Locations with appropriate equipment and structures (e.g., hydraulic lifts, forklifts, loading docks, ramps) for rapidly accessing, moving, and transporting CHEMPACK Containers.
7. Store CHEMPACK Containers in a thermostatically temperature controlled environment meeting the current United States Pharmacopeia definition of Controlled Room Temperature that encompasses the usual and customary working environment of 20°C to 25°C (68°F to 77°F); that results in a mean kinetic temperature calculated to be not more than 25°C (77°F); and that allows for excursions between 15°C and 30°C (59°F and 86°F) that are experienced in pharmacies, hospitals, and warehouses. Provided the mean kinetic temperature remains in the allowed range ($\leq 77^{\circ}\text{F}$, 15°C), transient spikes up to 40°C (104°F) may be permitted if the manufacturer so instructs. An article for which storage at controlled room temperature is directed may, alternatively, be stored and distributed in a cool place, unless otherwise specified in the individual monograph or on the label. Cool Room Temperature is any temperature between 8°C and 15°C (46°F and 59°F). An article for which storage in a cool place is directed may, alternatively, be stored and distributed in a refrigerator, unless otherwise specified by the individual monograph.
8. For use with the temperature and security monitoring device, maintain: (1) dedicated 120VAC, 60HZ, 10W, UL-listed power outlet connected to an existing facility emergency generator or other Uninterrupted Power Supply (UPS) device. The use of (2) one dedicated, unshared Plain Old Telephone Service (POTS) data quality analog phone line until the Sensaphone® 2050 replacement occurs with new hardware which may or may not require functional internet access.
9. Maintain the CHEMPACK Containers and CHEMPACK Assets in buildings and facilities that provide proper design and construction; lighting; ventilation, air filtration, and air heating and cooling; plumbing; sewage and refuse; hand washing and toilet facilities; sanitation; pest control; and maintenance in accordance with 21 CFR §§ 211.42 - 211.58.
10. Ensure location is free of pesticides, solvents, petroleum products, and flammable materials. If flammable or hazardous material are present the flammable or hazardous item(s) must be at least 50 feet away from the container or properly stored in an appropriate Hazmat/Flammable Storage Locker.
11. Maintain fire detection and alarm systems, and fire suppression systems as required by federal, state, and local pharmaceutical regulations and fire codes.
12. Store only ASPR-provided CHEMPACK Assets in CHEMPACK Containers; storage of non-ASPR-provided assets in CHEMPACK Containers, including state-owned nerve agent antidotes, is not permitted. Ensure no items are placed or stored on top of the CHEMPACK container that exceed 100 pounds.



STRATEGIC NATIONAL STOCKPILE - CHEMPACK

Monthly Quality Assurance/Quality Control Assessment Form

**ATTACHMENT
CC**

Updated June 2022

CHEMPACK Storage Facility Site Name

Evaluator Name

Date

The Strategic National Stockpile (SNS) will use this assessment form to evaluate CHEMPACK Storage Facility sites for ongoing maintenance of medical material.

Each CHEMPACK Storage Facility's designated representative(s) will conduct monthly assessments at their respective CHEMPACK Storage Facility site.

All sections within this document cover those areas the SNS deems essential for maintaining a high level of quality assurance/quality control standards.

Note: Any 'No' responses recorded below must be explained (For the last question, provide an explanation for a "Yes" response.). Attach additional sheets as required.

QUALITY ASSURANCE/ QUALITY CONTROL ASSESSMENT

REQUIREMENT		COMMENTS
Temperature maintained continuously between 68° to 77° F with monitoring or verification being conducted on a routine basis? Refer to http://www.orau.gov/chempack (CHEMPACK Program Guide (Draft) Second Edition February 2010)	<input type="checkbox"/> YES <input type="checkbox"/> NO	
Are sanitary conditions being maintained to prevent the product from being adulterated or compromised? (i.e. Entry points protected from vermin and humidity controlled to prevent visible mold growth)	<input type="checkbox"/> YES <input type="checkbox"/> NO	
Power/electrical outlet(s) maintained operational with adequate capabilities.	<input type="checkbox"/> YES <input type="checkbox"/> NO	
Analog phone line(s) maintained, and operational?	<input type="checkbox"/> YES <input type="checkbox"/> NO	
Storage area being maintained clear and accessible to allow for ease of inventorying, stock replenishment, and rapid mobilization?	<input type="checkbox"/> YES <input type="checkbox"/> NO	
Is security access limited to designated staff?	<input type="checkbox"/> YES <input type="checkbox"/> NO	
Is the cache room cleared of other products or is the storage facility free from processes that could contaminate the medical material?	<input type="checkbox"/> YES <input type="checkbox"/> NO	
Does the facility have adequate lighting, ventilation and protection from water damage?	<input type="checkbox"/> YES <input type="checkbox"/> NO	
Are eating, drinking and smoking prohibited in the immediate product storage area?	<input type="checkbox"/> YES <input type="checkbox"/> NO	
Are security systems in place, operational, and tested on a routine basis?	<input type="checkbox"/> YES <input type="checkbox"/> NO	
Are fire suppression systems and alarms maintained and operational?	<input type="checkbox"/> YES <input type="checkbox"/> NO	
The CHEMPACK containers remain sealed (the DSNS Program seal intact) with no indication of tampering?	<input type="checkbox"/> YES <input type="checkbox"/> NO	
Are all the forms, Cube I.Q., and Loan Agreements in the document pouch attached to the Chempack containers?	<input type="checkbox"/> YES <input type="checkbox"/> NO	
Have the containers been moved or forward deployed? Please explain if "yes".	<input type="checkbox"/> YES <input type="checkbox"/> NO	

This document is to be completed, signed, and e-mailed (along with the CHEMPACK Container Site and Point of Contact (POC) Information Form) to the DPBH POC(s) at the end of each calendar month: (James Phan) jphan@health.nv.gov & (Amos Hollar) ahollar@health.nv.gov

Certified by: _____ Signature: _____ Date: _____

CHEMPACK Container Site & Point of Contact (POC) Information Form

Updated June 2022

This document is to accompany the Monthly Quality Assurance/Quality Control Assessment Form. Please complete and e-mail to the DPBH POC(s) at the end of each calendar month: (James Phan) jphan@health.nv.gov & (Amos Hollar) ahollar@health.nv.gov

Site Name	
Site Address	
Primary Point of Contact:	
POC Name	
POC Telephone	
POC Cell. Phone	
POC E-Mail	
Secondary Point of Contact:	
POC Name	
POC Telephone	
POC Cell. Phone	
POC E-Mail	
Primary (Security) Point of Contact:	
POC Name	
POC Telephone	
POC Cell. Phone	
POC E-Mail	
Secondary (Security) Point of Contact:	
POC Name	
POC Telephone	
POC Cell. Phone	
POC E-Mail	