

## RESOLUTION REQUEST FORM NO. 20

### MISCELLANEOUS\*

**\*Please List All Other Requests Not Covered by Previous Resolution Request Forms Here. Please attach any backup information available and be as detailed as possible.**

**DEPARTMENT NAME:** Health Services

**DATE:** November 4, 2009

(a) Purpose of Request: To authorize and ratify the actions of the Chairman of the Warren County Board of Supervisors or the County Emergency Manager and the Director of Public Health/Patient Services to sign an agreement with the New York State Department of Health to allow receipt of medical materials and assets from New York State Department of Health's Medical Response Casche (MERC) and/or Strategic National Stockpile (SNS) for use in responding to public health crisis.

(b) Details:  
These supplies, at this time, consist of face masks to be used for infection control efforts, and will be provided at no cost to the county. The county will act as the storage and clearing house and will dispense the masks based upon need and availability to medical care facilities and medical care first responders. Directions for use of the masks will be distributed with the supplies. Warren County Health Services will provide reports to the state weekly or as requested as to the amount and to where the masks are distributed. The county will not be responsible for delivering the supplies. It will be the responsibility of the receiving site to secure and sign for them. All counties will receive these assets, which will be distributed in amounts based upon county population. In order to receive these supplies the agreement must be submitted to NYSDOH by November 6, 2009.

(c) Previous Resolution Number: n/a



# STATE OF NEW YORK DEPARTMENT OF HEALTH

Corning Tower The Governor Nelson A. Rockefeller Empire State Plaza Albany, New York 12237

Richard F. Daines, M.D.  
Commissioner

James W. Clyne, Jr.  
Executive Deputy Commissioner

October 28, 2009

Dear Public Health Commissioner/Director:

The New York State Department of Health (NYSDOH) is distributing N-95 disposable respirators to the 57 local health departments (LHDs) outside of New York City in response to the 2009 H1N1 Influenza event. This N-95 distribution is the second New York State allocation from the Division of Strategic National Stockpile (DSNS). Counties will be receiving population based allocations of N-95s in three sizes; small, medium, or large.

This initiative, a continuation of the partnership between NYSDOH and the local preparedness community, is intended to supplement local caches while promoting public confidence. Counties that participated in the May 2009 push of SNS assets will not need to enter into a new agreement. Those Counties that did not sign an agreement will have to complete the Strategic National Stockpile Asset Agreement if they would like to receive assets at this time. The agreement requires the signature of the Commissioner/Public Health Director and the County Executive or the County Emergency Manager. For tracking and reporting purposes this 2<sup>nd</sup> push of disposable respirators will be considered an increase of on hand SNS assets at the county level and will have to be accounted for and reported on the COSUR "LHD Pharmaceutical and PPE Supplies Inventory" weekly report. For assistance in this matter the following NYSDOH Office of Health Emergency Preparedness (OHEP) staff members should be contacted:

Ralph Iler:  
Deirdre Depew:

(518) 474-2893  
(518) 474-2893

All participating counties are required to identify a receiving site and point of contact. The attached form should be completed and returned no later than November 6, 2009. Forms may be sent electronically to \_\_\_\_\_ or faxed to (518) 471-3743. Submission of the form will place your county on the distribution list.

Your anticipated cooperation is greatly appreciated. The designated County Point of Contact (POC) will be provided with delivery information as soon as it becomes available.

Sincerely,

Robert L. Burhans, Director  
Office of Health Emergency Preparedness

cc: John Gibb  
County Emergency Managers  
Regional Offices  
Dr. Birkhead  
Ms. Silver



# STATE OF NEW YORK DEPARTMENT OF HEALTH

Corning Tower The Governor Nelson A. Rockefeller Empire State Plaza Albany, New York 12237

Richard F. Daines, M.D.  
Commissioner

Wendy E. Saunders  
Executive Deputy Commissioner

## STRATEGIC NATIONAL STOCKPILE ASSET AGREEMENT

BETWEEN

NEW YORK STATE DEPARTMENT OF HEALTH

AND

\_\_\_\_\_ COUNTY

To effectively respond to the 2009 H1N1 influenza outbreak, the New York State Department of Health (NYSDOH) agrees to transfer medical materials and assets from its Medical Emergency Response Cache (MERC) and/or Strategic National Stockpile (SNS) to \_\_\_\_\_ County (the "County") for use in responding to the public health crisis.

By signing below, the County agrees to the following terms, conditions, and responsibilities:

- (1) Any medical materials or assets provided to the County by NYSDOH will remain under the medical management of the County Commissioner of Health/Public Health Director and will be utilized only in accordance with the latest New York State Department of Health guidance;
- (2) The County will (i) maintain the physical security and integrity of the medical materials and assets while they are in the County's possession; (ii) comply with any handling and storage instructions provided by NYSDOH; (iii) provide such material and assets free-of-charge to patients; and (iv) comply with all applicable laws and regulations;
- (3) The County will assist NYSDOH in recovering and accounting for all unused medical materials and assets;
- (4) The County will maintain records accounting for all medical materials received, used, returned, or disposed of in accordance with instructions provided by NYSDOH; and will provide NYSDOH with reports of such as requested.
- (5) The County agrees to hold the State harmless from damages related to the medical material and assets occasioned by the County's failure to comply with this agreement, and shall indemnify the State against any claims arising from the County's use of the medical material and assets in instances in which the State is not otherwise held harmless, indemnified, or immune under State or federal law. The County also agrees to hold the

State harmless from any claims for damages related to the County's exercise or performance or failure to exercise or perform in accordance with the terms of this agreement in instances in which the State is not otherwise held harmless, indemnified, or immune under State or federal law.

This agreement shall remain in effect until otherwise agreed to by the parties.

\_\_\_\_\_  
Emergency Manager or Chief Presiding Officer  
of \_\_\_\_\_ County Government

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

\_\_\_\_\_  
Health Commissioner/Public Health Director  
of \_\_\_\_\_ County

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