

**PROCEDURES TO IMPLEMENT THE EMERGENCY MANAGEMENT  
ASSISTANCE COMPACT  
BETWEEN ARIZONA, CALIFORNIA, NEVADA AND OREGON  
For the Sharing of CHEMPACK Assets**

**I. Purpose**

The CHEMPACK Project Guidelines, implemented by the CHEMPACK Project Office, Division of Strategic National Stockpile, Centers for Disease Control and Prevention, Department of Health and Human Services, provide in Section 9.3 that CHEMPACK assets may be used for mutual aid, and that states may be requested to provide mutual aid to surrounding states. The purpose of these procedures is to create a system of mutual aid between the Parties to share CHEMPACK assets. Each Party recognizes that public health emergencies transcend political jurisdictional boundaries and that intergovernmental coordination is essential for the protection of lives and for best use of available CHEMPACK assets. These procedures will set out the circumstances under which mutual aid can be requested, the process for requesting assistance, and the procedures and processes for facilitating such aid.

**II. Statement of Authority**

All Parties to these procedures warrant they have the authority to execute these procedures.

**III. Definitions**

For purposes of these procedures:

1. "CHEMPACK" means the sustainable repository of nerve agent antidotes and other necessary and certain supporting equipment to care for individuals exposed to nerve agents, including but not limited to auto-injectors, bulk symptomatic treatment supplies, and self-monitoring storage containers provided to the Parties pursuant to a Memorandum of Agreement between each Party and the Centers for Disease Control and Prevention of the United States Department of Health and Human Services. CHEMPACK is a component of the Strategic National Stockpile (SNS) Program. There are two types of CHEMPACK containers: (a) The Emergency Medical Service (EMS) container that is designed for use by emergency responders (materiel packaged primarily in auto-injectors) and (b) The Hospital container that is designed for hospital dispensing (materiel packaged primarily in multi-dose vials for precision dosing and long term care).
2. "CHEMPACK assets" means either the EMS container or the Hospital container described above.
3. "Shelf Life Extension Program (SLEP)" means the Food and Drug Administration's (FDA) shelf life extension program designed to maintain the readiness and effectiveness of pharmaceuticals over extended periods of time. The SLEP defers

costs by extending the expiration date of stored pharmaceuticals rather than replacing stocks that have reached a set expiration date. Through centrally located automated monitoring devices, the DSNS Program staff is able to ensure that conditions of CHEMPACK materiel comply with SLEP guidelines, thus enabling CHEMPACK to provide the State a long-term capability.

#### **IV. Requesting CHEMPACK assets**

A. A Party may request CHEMPACK assets if the assets are needed to:

1. Provide coverage to cross-border communities;
2. Pre-position assets for the purpose of providing coverage for larger events in a border state;
3. Cooperate with cross-border exercises.

B. In addition, a Party may request that another Party temporarily store the requesting Party's CHEMPACK assets during an emergency when that emergency threatens the storage of those assets.

C. A request for CHEMPACK assets must be made to the authorized representative of a Party, as identified in Appendix A to these procedures. The request may be oral or written, but a written request must be made within 5 days of making an oral request for aid.

D. The requesting Party shall include in its request for assistance:

1. The amount and the type of assets needed;
2. The location where the assets are needed;
3. The border location where the assets should be delivered;
4. The representative authorized to receive the assets, and;
5. The purpose the request is being made.

E. The responding Party shall have exclusive authority to determine the type and amount of assets to be furnished. No Party may make any claim whatsoever against the other Party for refusal to send the requested equipment or personnel.

F. If a Party agrees to provide assistance, the Party shall so notify the requesting Party, and provide the following information:

1. A complete description of the CHEMPACK assets to be furnished;
2. When and where the CHEMPACK assets can be delivered; and
3. The name of the person or persons to be designated as supervisory personnel.

**V. Delivery of CHEMPACK Assets**

A. CHEMPACK assets, when furnished to a requesting Party, shall be delivered by the responding Party to the border of requesting Party's state, and transferred to an authorized representative of the requesting Party, unless the parties make other specific arrangements.

B. A chain of custody shall be maintained, consistent with the Memorandum of Agreement between each Party and the Centers for Disease Control and Prevention of the United States Department of Health and Human Services, when CHEMPACK assets are removed from a storage location in a responding Party's state, and transferred to an authorized representative of a requesting Party. The requesting Party shall likewise maintain the chain of custody until the CHEMPACK assets are appropriately used or stored.

**VI. Use of CHEMPACK Assets**

In accordance with the Memorandum of Agreement between each Party and the Centers for Disease Control and Prevention of the United States Department of Health and Human Services, breaking the CHEMPACK container seal and using the packaged products is only authorized when designated state officers, employees and agents determine that an accidental or intentional nerve agent release has threatened the medical security of the community; has put multiple lives at a risk; is beyond local emergency response capabilities; and the materiel is medically necessary to save lives.

**VII. Custody and Control**

The responding Party retains custody and control of the CHEMPACK assets until transfer and delivery to the requesting Party. Upon delivery, custody and control of the CHEMPACK assets is transferred to the requesting Party.

**VIII. Temporary Storage of CHEMPACK assets**

Requests for temporary storage of CHEMPACK assets, in order to safeguard the CHEMPACK assets during an emergency, will be made and handled in a manner distinct from the procedures for requesting assets and costs and reimbursement in these procedures. The parties to these procedures will draft standard operating procedures to handle requests for temporary storage of CHEMPACK assets. Such standard operating procedures should be included in a Party's emergency management plans.

**IX. Organization and Coordination**

A. The Parties shall ensure that the information in Appendix A to these procedures is current, with 24/7 contact information for the authorized representative.

B. To the extent necessary, the Parties shall share information relating to the locations of CHEMPACK assets in their own states. Such information shall be kept confidential to the extent allowed by federal and state law.

C. The Parties will maintain a joint working group to confer at least quarterly for the purpose of reviewing and maintaining these procedures.

D. At least annually the Parties will conduct an exercise or drill to test the capabilities of these procedures.

**X. Legal Scope/Effect**

**A. Article I, Sec. 10 Compliance**

Nothing in these procedures is to be construed as an encroachment on the full and free exercise of U.S. federal authority, as an interference with the just supremacy of the U.S. or its several states, as affecting the federal structure of the United States or as enhancing the political power of the Party states at the expense of each other or other U.S. states.

**B. Governing Law/Non-Derogation of Existing Law**

1. These procedures are entered into pursuant to and under the authority granted by the laws of the Party States, including the Emergency Management Assistance Compact, and any applicable federal laws. The provisions of these procedures shall be construed to conform to those laws. The Parties agree that activity pursuant to these procedures will be in accordance with all applicable current or future federal, state and local laws, rules and regulations. If any provision of these procedures violates any statute, regulation, administrative rule, or case law of a Party State or the federal government, it is considered modified to conform to that statute or rule of law.

2. These procedures address the relationships between and among the Parties and is intended to augment, not replace, each Party's public health emergency plan and the established procedures governing interaction with other organizations during a public health emergency.

**C. Non-Binding Effect**

1. These procedures are voluntary, and nonbinding among the Parties. However, with its signature on these procedures, each Party states its intent to cooperate with one another and coordinate response efforts in the event of a public health emergency. Each Party also agrees to incorporate the terms of these procedures into its emergency management plans.

2. Nothing herein shall be construed as obliging the Parties to extend funds or involve them in any contract or other obligation for the future payment of

moneys in excess of appropriations authorized by law and administratively allocated for this work.

D. **Resource Withholding/Withdrawal**

Parties shall not be obligated under these procedures to send the requested assistance, and assistance may be withdrawn at any time in the sole and absolute discretion of the Party.

E. **Notices**

Any notice to be given under these procedures will be in writing and will be delivered in person or by electronic facsimile, courier service, or U.S. Mail, first class or certified, return receipt requested, postage prepaid, to the authorized representative listed in Appendix A to these procedures.

**XI. Liability/Indemnification**

A. All the terms and provisions of the Emergency Management Assistance Compact are incorporated into this procedure, including, but not limited to, Article 6 regarding liability.

**XII. Dispute Resolution & Remedies Provisions**

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

**XIII. Costs and Reimbursement Provisions**

A. All the terms and provisions of the Emergency Management Assistance Compact are incorporated into this procedure, including, but not limited to, Article 9 regarding reimbursement.

**XIV. Supplementary Agreement or Party Provisions**

A. Nothing in these procedures preclude any Party from entering into supplementary agreements with another Party or affects any other agreements already in force among Parties.

B. Nothing in these procedures preclude other states or local governments from becoming Parties, subject to approval of Parties to these procedures.

**XV. Amendments**

The Parties may mutually amend these procedures. 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.

**XVI. Termination/Withdrawal**

A. Withdrawal of any Party from these procedures is effective 30 days after written notice of intent to withdraw is sent to the other Parties.

B. These procedures will be reviewed annually and continued unless a Party withdraws in accordance with this section.

**XVII. Effective Date**

These procedures are effective upon their execution or adoption by any two Parties, and are effective as to any other Party upon their execution or adoption thereby.

\_\_\_\_\_  
Authorized Representative for  
the State of Arizona

\_\_\_\_\_  
Date Signed

  
\_\_\_\_\_  
Authorized Representative for  
the State of Nevada

4/28/08  
\_\_\_\_\_  
Date Signed

  
\_\_\_\_\_  
Authorized Representative for  
the State of California

4-7-08  
\_\_\_\_\_  
Date Signed

  
\_\_\_\_\_  
Authorized Representative for  
the State of Oregon

4/21/08  
\_\_\_\_\_  
Date Signed

**APPENDIX A**  
**Authorized State CHEMPACK Representatives**

**ARIZONA:**

**Ken Leighton-Boster, Chief**  
**Office of Emergency Response**  
**Arizona Department of Health Services**  
**Division of Public Health Services**  
**Bureau of Emergency Preparedness and Response**  
**150 N 18th Ave Suite 150 Phoenix, AZ 85007-3237**  
**Office: (602) 364-3589**  
**Cell: (602) 374-0346 Primary**  
**Fax: (602) 364-3266**  
**Black Berry (602) 540-6898**  
**Pager (602) 202-2877 Type in return number**  
**E-Mail: LEIGHTK@azdhs.gov**

**Robert Evans**  
**Office: 602 364 3886**  
**Cell: 602 515 7945 Primary**  
**Black Berry: 602 350 0081**  
**Pers. 602 540 5442**  
**Dig-pager: 602 202 4561**  
**Email-1 Evansr@azdhs.gov**  
**Email-2 revans@siren.az.gov**

**CALIFORNIA:**

**Louis A. Lallo, Pharm.D., MBA**  
**California CHEMPACK Coordinator**  
**Office: (916) 319-0999**  
**Cell: (916) 204-7941**  
**Louis.lallo@cdph.ca.gov**

**Emergency Contact:**  
**Department of Public Health's 24/7 Duty Officer**  
**(916)328-3605 (PH)**

**NEVADA:**

**Luana J. Ritch, Ph D.**  
**Chief, Bureau of Health Planning and Statistics,**  
**Public Health Preparedness**  
**Office: (775) 684-4155**  
**Cell: (775) 230-1408**  
**Email: lritch@health.nv.gov**

**Jeff Quinn, MPH**  
**Health Program Manager I**  
**Public Health Preparedness**  
**Office 775-684-4228**  
**Blackberry 775-721-2046**  
**Email [jsquinn@health.nv.gov](mailto:jsquinn@health.nv.gov)**  
**Cell 775-315-4510**

**OREGON:**

**Public Health Duty Officer**  
**971-246-1789 (Ph)**  
**503-938-6790 (Pgr)**  
**503-572-1309 (Fax)**