

**LETTER OF AGREEMENT (LOA) AMONG NEW ENGLAND
ENVIRONMENTAL AND PUBLIC HEALTH LABORATORIES (NEEPHLD)
REGARDING ASSISTANCE DURING A NATURAL DISASTER OR A
TERRORIST ATTACK
(BIOLOGICAL OR CHEMICAL)**

I. Purpose

This letter of agreement among New England Environmental and Public Health Laboratories (NEEPHLD) is to agree to assist in the investigation of an outbreak of infectious or chemical origin in the event that the state laboratory in a particular state is unable to support such activities due to facility damage and laboratory capacity disruption.

The states involved in this agreement are the following:

- Maine
- New Hampshire
- Vermont
- Massachusetts
- Connecticut
- Rhode Island
- New York

II. Background

The New England Environmental and Public Health Laboratories are preparing alternative plans in the case of an emergency when their facilities might be damaged and not capable of supporting ongoing activities. This planning follows in the foot-steps of the Federal Preparedness Circular (FPC 65) which directs agencies of the Federal government to develop Continuity of Operation Plans (COOP) that will enable essential operations to continue at an alternate location for a period of up to 30 days.

State Public Health Laboratories must maintain the ability to respond to an infectious outbreak or chemical threat. Such a response includes receiving, logging in, distributing, testing, and reporting results on specimens from the incident. If a State Public Health Laboratory is unable to support any or all of these activities, it is essential that a location (or locations) that have this capability be identified. Other State Laboratories within New England have this expertise and currently perform many of these activities.

III. Substance of Understanding

A. Goals and intended benefits:

The goal of this MOU is to establish working partnerships between State Environmental and Public Health Laboratories within New England with the understanding that in the case that their own facilities are damaged and unable to support essential laboratory functions such as in the case of an emergency or bioterrorist event of either a biological or chemical nature other New England Laboratories will assist in this emergency.

B. Role and responsibilities of each partner:

Lab with Emergency

1. The State Laboratory with the emergency will notify all other New England State Laboratories which are members of NEEPHLD as well as the Regional EPA Lab in Chelmsford, MA. to alert these Laboratories that they may be contacted for further assistance.
2. In the case of an emergency when a particular state's facilities are damaged and unable to support laboratory investigations, this request may include specimen receipt, accessioning, testing, and result reporting.
3. The State Laboratory with the emergency will work closely with the other New England State Laboratories, appraising them of the issues surrounding the incident, providing direction in movement of specimens, and disseminating information concerning the outbreak.

Laboratories Providing Assistance

1. In the case of an incident for which assistance has been requested, the assisting Laboratory will provide information about specimen shipment requirements to those requesting assistance.
2. The assisting New England Laboratory will accept, accession, test, and report the results to the State Laboratory in need.
3. NEEPHLD will work closely with the Laboratory in need to determine which laboratories within New England will receive and test the specimens. All protocols employed for specimen receiving, accessioning, testing and reporting shall be those of the assisting Laboratory. The testing to be undertaken shall be that which is within the technical capacity of the host Laboratory. Any modification of standard host Laboratory protocols will be negotiated with the State in need and clearly documented.

4. *Resources and commitments:*

The assisting Laboratory will commit their to support these activities. In the case where the appropriate personnel are not available at the assisting Laboratory, upon the request of the assisting Laboratory, the Laboratory in need will provide appropriate staff and cover all of their expenses. Reagents and disposables needed to receive, process, test, and report results from specimens from an incident in support of a State in need will be reimbursed by the State in need to the assisting Laboratory.

IV. General Provisions

- A. This Letter of Agreement (LOA) is not intended to, and does not, and may not be relied upon to create a right or benefit, substantive or procedural, enforceable at law by a third party against any New England State.
Any information exchanged between States shall be subject to the respective agency's freedom of information laws while in the custody and control of that agency.
- B. Obligations and responsibilities under this LOA are subject to the availability of appropriated funds.

V. Period of Understand and Termination

Upon acceptance by all parties, the term of this AOL is for 5 years and may be renewed upon written agreement by all parties. This LOA may be terminated upon 30 days written notice to all states involved. This LOA may be modified by mutual consent by all parties.

VI. Approving Signatures

Maine Health & Environmental Testing
Department of Human Services

By:

Title:

Date:

Signed:

Massachusetts State Laboratory Institute

By:

Title:

Date:

Signed:

Massachusetts Department of Environmental
Protection - Wall Experiment Station

By:

Title:

Date:

Signed:

New Hampshire Department of Environmental
Services Laboratory

By:

Title:

Date:

Signed:

New Hampshire Public Health Laboratory
Office of Community & Public HEALTH

By:

Title:

Date:

Signed:

Vermont Department of Health Laboratory

By:

Title:

Date:

Signed:

Connecticut Public Health Laboratories
CT Department of Public Health & AS

By:

Title:

Date:

Signed:

New York - Wadsworth Center
NYS Department of HEALTH

By:

Title:

Date:

Signed:

Rhode Island HEALTH Laboratories
RI Dept. of HEALTH

By:

Title:

Date:

Signed: