

PROPOSED FINAL DOCUMENT

MILWAUKEE/WAUKESHA COUNTY CONSORTIUM FOR EMERGENCY PUBLIC HEALTH PREPAREDNESS MUTUAL AID AGREEMENT

This Agreement is entered into by and among the Participating Health Departments of the Consortium.

RECITALS

A. Milwaukee and Waukesha Counties are susceptible to public health emergencies, disasters and other mass casualty-producing events, both natural and human in origin and events of public health need that could exceed response capabilities of any individual local health department.

B. Chapters 251 and 66 of the Wisconsin Statutes provide the authority for local public health departments in Wisconsin to enter into agreements and coalesce with each other for the receipt or furnishing of services or the joint exercise of any power or duty required or authorized by law.

C. The Participating Health Departments (defined in section 1(i) below) have determined that it is in the best interests of the people of Milwaukee and Waukesha Counties to enter into an agreement, developed before a disaster or emergency occurs, to facilitate communication and provide for the sharing of resources in the event of a disaster, emergency, or public health need.

AGREEMENTS

The Participating Health Departments agree as follows:

1. Definitions.

(a) "Agreement" means the Milwaukee County/Waukesha County Consortium for Emergency Public Health Preparedness Mutual Aid Agreement.

(b) "Aid" means the personnel, equipment, facilities, services, supplies and other necessary resources provided under this Agreement.

(c) "Authorized Representative" means the Local Health Officer/Commissioner, other designee, or other party named by the governing body, of a Participating Health Department who is authorized in writing to request, offer, or provide assistance under the terms of this Agreement and in conjunction with Incident Command during an event.

(d) "Consortium" means the Milwaukee/Waukesha County Consortium for Emergency Public Health Preparedness.

(e) "Disaster" means any natural, manmade, or civil emergency that results in or causes harm or damage of sufficient severity and magnitude as to result in a municipal or county declaration of disaster or a declaration of a state of emergency or a declaration of a disaster area by the Governor of Wisconsin or the President of the United States.

(f) "Emergency" means any occurrence, or threat thereof, whether natural, or caused by man, in war or in peace, which results or may result in substantial injury or harm to the population, substantial damage to or loss of property, or substantial harm to the environment.

(g) "Incident Command" means a functional management system established to control, direct, and manage the roles, responsibilities, and operations of all of the agencies involved in a multi-jurisdictional or multi-agency emergency response (using the language from the definition in s. Comm. 30.01 (16), Wis. Adm. Code, and from the State of Washington's Incident Command statutes.)

(h) "Local Health Officer" has the meaning as used in Chapter 251 of the Wisconsin Statutes.

(i) "Participating Health Department" means the health departments located in Milwaukee County or Waukesha County who have entered into the Milwaukee/Waukesha County Consortium for Emergency Public Health Preparedness Mutual Aid Agreement, as evidenced by signing, a counterpart to this Agreement in substantially the form attached hereto as Exhibit A.

(j) "Period of Assistance" means the time during which any Provider renders Aid to any Recipient in an Emergency, Disaster, or Public Health Need. The Period of Assistance shall include travel time only with respect to employees of the Provider.

(k) "Provider" means the Participating Health Department furnishing Aid to a Recipient.

(l) "Recipient" means the Participating Health Department receiving Aid from a Provider.

(m) "Public Health Need" means an increase in service and resource demands which threaten to exceed a Participating Health Department's capacity for a limited period of time.

2. Activating Aid During a Disaster, Emergency, or Public Health Need

A Participating Health Department may request Aid under this Agreement only in the event of a Disaster, Emergency, or Public Health Need. Only an Authorized Representative shall have the authority to initiate, receive, or respond to a request for Aid under this Agreement. Each Participating Health Department shall designate its Authorized Representatives by completing the form attached hereto as Exhibit B and submitting it to the Consortium and County Emergency Management Offices.

3. Initiating and Responding to a Request for Aid.

(a) A Recipient may initiate a request for Aid by contacting other Participating Health Departments directly. If Incident Command has been established, a Recipient should notify Incident Command of the request. A Recipient may also request aid through Incident Command.

(i) The Recipient shall identify the event giving rise to the request for Aid, specify the amount and type of Aid being requested, the location to which the resources are to be dispatched, and the specific time by which such resources are to be furnished by each Provider.

(ii) The Provider shall take such action as is necessary to provide and make available the Aid requested, provided, however, that the Provider, in its sole discretion, shall determine what Aid is available to furnish the requested Aid.

(iii) The Provider shall report to the officer in charge of the Recipient's teams at the location to which the Aid is dispatched.

(iv) Nothing shall prohibit or limit the amount of Aid or assistance from more than one or other Providers if a situation warrants such.

(b) A Participating Health Department may initially request Aid either verbally or in writing on the form attached hereto as Exhibit C. If verbal, the Recipient and Provider shall complete the form attached hereto as Exhibit C as soon as practicable following the initial verbal request.

4. Personnel.

(a) Except as provided in section 7 below, the Provider will be responsible for all direct and incidental employee costs and expenses (including travel expenses) incurred during the Period of Assistance and Aid, including, but not limited to, employee retirement benefits as though the service had been rendered within the limits of the jurisdiction where the personnel are regularly employed. The Recipient shall not be required to reimburse any amounts paid or due to the Provider's personnel under the terms of the Wisconsin Workers' Compensation Act due to personal injury or death occurring while such employees are engaged in rendering Aid under this Agreement. The Recipient shall incur all costs related to logistics including, but not limited to, food, lodging, and supplies for the benefit of the personnel.

(b) The personnel, equipment, and resources of any Provider shall fall under operational control of the Recipient once Aid is rendered. Employees of a Provider shall be considered agents of Recipient during the Period of Assistance. Therefore, the Recipient may instruct the Provider as to the functions they need the personnel, equipment, and resources of the Provider needed.

5. Equipment and Supplies. The Provider rendering Aid to a Recipient pursuant to this Agreement shall be reimbursed by the Recipient for any loss or damage or expense incurred in the operation of any equipment and the provision of any service in answering a request for aid and the costs incurred in connection with such requests, provided that any jurisdiction may:

(a) assume in whole or part such loss, damage, or other cost

(b) loan equipment or donated services to the Recipient without charge or cost, and

(c) agree to any allocation of expenses between the Provider and Recipient

Any two or more Participating Health Departments may enter into supplemental agreements establishing a different allocation of costs among Participating Health Departments.

6. Facilities. A Recipient may request the use of a Provider's facilities in responding to a Disaster, Emergency, or Public Health Need. Unless otherwise specifically agreed upon by Recipient and the Provider in writing, a Recipient is not required to reimburse the Provider for use of its facilities. Excluding normal wear and tear, a Recipient shall reimburse a Provider for any damage caused by the Recipient while using the Provider's facilities to the extent that such costs are not reimbursed by the Provider's insurance carrier.

7. Reimbursement. In a Disaster, Emergency, or Public Health Need that results in state or federal reimbursement to Recipients, the Provider may prepare an itemized statement of employee costs, equipment loss or damage, and expended non-reusable supplies for reimbursement from state and federal aid. If reimbursement is given to the Recipient, it must compensate the Provider to the extent of the actual cost of Aid provided. Both parties shall cooperate as necessary in seeking reimbursement.

8. Provider Discretion. The Provider shall be entitled to use its own sole discretion regarding the personnel, supplies, equipment and/or facilities that it can provide without adversely and substantially affecting its ability to provide services within its jurisdiction.

9. Duration and Recall. The Recipient may receive Aid for as long as it deems necessary and reasonably appropriate to respond to the Disaster, Emergency, or Public Health Need to the extent the Provider has resources to provide such Aid. A Provider may recall Aid from a Recipient at the Provider's sole discretion at any time in which it deems necessary to meet its duties within its own jurisdiction. A Provider shall make a good faith effort to provide at least twenty-four (24) hours advance notice to the Recipient of the intent to terminate Aid. If such notice is not practicable, the Provider shall send as much prior notice as is reasonable under the circumstances.

10. Insurance. Each Participating Health Department shall determine for itself what insurance to procure, if any. Nothing in this Agreement shall be construed to require any Participating Health Department to procure insurance.

11. List of Participating Health Departments. The Consortium shall maintain a current listing of Participating Health Departments with their Authorized Representatives and contact information, and provide this listing to each of the Participating Health Departments.

12. Limitation on Claims. No Provider rendering Aid to a Recipient pursuant to this Agreement shall be liable on account of any act or omission in good faith on the part of such forces while so engaged or on account of the maintenance, malfunction, inadequacy or use of any equipment or supplies in connection therewith.

13. Independent Relationship. None of the provisions of this Agreement are intended to create nor shall be deemed or construed to create a partnership, joint venture or any relationship between the Participating Health Departments, other than that of independent entities contracting with each other hereunder solely for the purpose of effectuating the provisions of this Agreement. This Agreement is not intended to establish a "City-county health department," as that term is defined in Chapter 251 of the Wisconsin Statutes.

14. Indemnification. Any and all liabilities, claims, violations, fines, penalties, forfeitures and suits, and all reasonable costs and expenses related thereto, including the cost of defense, settlement and reasonable attorney fees, which in any manner result from or arise out of the sole act(s) or omission(s) of any such member, its officers, agents, employees or authorized users of the Membership, whether by negligence or otherwise, in which case such member agrees to indemnify, hold harmless and defend the other members from and against any and all such Liabilities.

15. Miscellaneous Provisions.

(a) Term and Termination. This Agreement shall commence for each Participating Health Department upon its execution of this Agreement and shall continue until such Participating Health Department terminates its participation in this Agreement. Any Participating Health Department may terminate its participation in this Agreement at any time by providing written notice to the Consortium and all other Participating Health Departments at least thirty (30) days prior to the effective date of such termination.

(b) Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the internal laws of the State of Wisconsin regardless of its conflict of laws principles.

(c) Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law; provided, however, that if any provision of this Agreement shall be held to be prohibited or invalid under such applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

(d) Effect on Other Agreements. Participating Health Departments may enter into or maintain agreements with other Participating Health Departments or other entities regarding any matter covered by this Agreement (any "Supplementary Agreements"). The supplementary agreements shall not bind any party to this Agreement who is not a party to the supplementary agreement.

(e) Amendments. Except as otherwise provided, amendments or modifications to this Agreement shall be made in writing and executed by all Participating Member Agencies.

(f) Effective Date. This agreement becomes effective on the date in which any two of the Participating Member Agencies have signed and is not ineffective if one or more Participating Member Agency does not sign.

EXHIBIT A

MILWAUKEE/WAUKESHA COUNTY CONSORTIUM
FOR EMERGENCY PUBLIC HEALTH PREPAREDNESS
MUTUAL AID AGREEMENT

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement as of this _____ day of _____ month, 2003.

CITY OF CUDAHY HEALTH DEPARTMENT

By: _____ Attest: _____

Title: _____ Title: _____

CITY OF FRANKLIN HEALTH DEPARTMENT

By: _____ Attest: _____

Title: _____ Title: _____

VILLAGE OF GREENDALE HEALTH DEPARTMENT

By: _____ Attest: _____

Title: _____ Title: _____

CITY OF GREENFIELD HEALTH DEPARTMENT

By: _____ Attest: _____

Title: _____ Title: _____

VILLAGE OF HALES CORNERS HEALTH DEPARTMENT

By: _____ Attest: _____

Title: _____ Title: _____

CITY OF MILWAUKEE HEALTH DEPARTMENT

By: _____ Attest: _____

Title: _____ Title: _____

NORTH SHORE HEALTH DEPARTMENT

By: _____ Attest: _____

Title: _____ Title: _____

CITY OF OAK CREEK HEALTH DEPARTMENT

By: _____ Attest: _____

Title: _____ Title: _____

CITY OF ST. FRANCIS HEALTH DEPARTMENT

By: _____ Attest: _____

Title: _____ Title: _____

SHOREWOOD/WHITEFISH BAY HEALTH DEPARTMENT

By: _____ Attest: _____

Title: _____ Title: _____

CITY OF SOUTH MILWAUKEE HEALTH DEPARTMENT

By: _____ Attest: _____

Title: _____ Title: _____

CITY OF WAUWATOSA HEALTH DEPARTMENT

By: _____ Attest: _____

Title: _____ Title: _____

WEST ALLIS HEALTH DEPARTMENT

By: _____ Attest: _____

Title: _____ Title: _____

WAUKESHA COUNTY DEPARTMENT OF HEALTH AND HUMAN SERVICES

By: _____ Attest: _____

Title: _____ Title: _____

EXHIBIT B

MILWAUKEE /WAUKESHA COUNTY CONSORTIUM
FOR EMERGENCY PUBLIC HEALTH PREPAREDNESS
MUTUAL AID AGREEMENT

AUTHORIZED REPRESENTATIVE DESIGNATION WORKSHEET

Date: _____

Name of Participating Health Department: _____

Mailing Address: _____

City, State, Zip Code: _____

Authorized Representatives to request, offer, or provide assistance:

Health Officer/Commissioner, or other designee, or other party named by the governing body

Name: _____

Title: _____

Address: _____

Day Phone: _____ Night Phone: _____

Pager: _____ Cell Phone: _____

Fax: _____ E-Mail: _____

First Alternate Designee

Name: _____

Title: _____

Address: _____

Day Phone: _____ Night Phone: _____

Pager: _____ Cell Phone: _____

Fax: _____ E-Mail: _____

Second Alternate Designee

Name: _____

Title: _____

Address: _____

Day Phone: _____ Night Phone: _____

Pager: _____ Cell Phone: _____

Fax: _____ E-Mail: _____

EXHIBIT C

PART I: REQUEST FOR ASSISTANCE

Disaster, Emergency, or Public Health Need: _____

Recipient: _____

1. General description of the event:
(Attach latest local Situation Report or summarize briefly.)

2. Identification of the emergency services function(s) for which assistance is needed and the particular type of assistance needed.

3. Identification of the public infrastructure system(s) for which assistance is needed and the type of work assistance required.

4. The amount and type of personnel, equipment, materials, and supplies needed and a reasonable estimate of the length of time they will be needed:

5. Identify the Recipient's representative or point-of-contact.

Authorized Representative for Recipient: _____

Title: _____

Date: _____ Time: _____

After completion of Part I, fax this entire three page form to the potential Provider and the local Emergency Operations Center (EOC).

PART II: ASSISTANCE TO BE PROVIDED

Provider: _____

The request for assistance from _____ has been received.

(Check one box only.)

<input type="checkbox"/>	Assistance can be provided as follows: 1. Personnel: (List primary point-of-contact/team leader and all personnel. Provide titles and Social Security #s for each.) 2. Equipment: 3. Place of Arrival: 4. Estimated Date and Time of Arrival: 5. Estimated Date and Time of Departure: 6. The above terms and information have been coordinated with the Recipient's point of- contact: _____ Phone: _____
<input type="checkbox"/>	Assistance cannot be provided at this time. Briefly explain why. Authorized Representative for Provider: _____ Title: _____ Date: _____ Time: _____

After completion of Part II, fax this entire three page form to the Recipient and the local EOC.

PART II: ASSISTANCE TO BE PROVIDED - CONTINUE BELOW IF NECESSARY

PART III: RECIPIENT'S APPROVAL

Offered assistance in accordance with the terms and conditions described in Part II of this agreement is hereby:

Accepted Declined

(Check only one)

Authorized Representative for Recipient: _____

Title: _____

Date: _____ Time: _____

After completion of Part III, fax this entire three page form to the Provider and the local EOC.