

HEALTHCARE EMERGENCY READINESS COALITION (HERC), INC.
REGION SEVEN
INTERGOVERNMENTAL MUTUAL ASSISTANCE AGREEMENT

This Agreement is entered into by and among the Participating Health Departments of the HERC Region Seven, as herein defined.

RECITALS

A. The health departments within the HERC Region Seven include: Central Racine County Health Department, City of Milwaukee Health Department, City of Racine Health Department, Cudahy Health Department, Fond du Lac Health Department, Franklin Health Department, Greendale Health Department, Greenfield Health Department, Hales Corners Health Department, Kenosha County Health Department, North Shore Health Department, Oak Creek Health Department, Sheboygan County Human Services Division of Public Health, South Milwaukee/St. Francis Health Department, Walworth County Department of Health and Human Services, Washington/Ozaukee Health Department, Waukesha County Department of Health and Human Services, Wauwatosa Health Department, West Allis Health Department.

B. These communities 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. These emergencies may disrupt continuity of operations for routine public health services and Department of Agriculture, Trade, and Consumer Protection (DATCP) food retail and recreational licensing program services.

C. Chapters 66 and 251 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.

D. The Participating Health Departments (defined in section 1(i) below) have determined that it is in the best interests of the people to enter into an agreement to facilitate communication and provide for the sharing of resources and the assurance of the speediest possible emergency response in the event of the occurrence of a disaster, emergency, or public health need.

E. It is expressly acknowledged that the rendering of Assistance is at all times the sole decision of the Provider. The parties to this Agreement do not intend to create an obligation for a Participating Health Department to render Assistance.

AGREEMENTS

The Participating Health Departments agree as follows:

1. Definitions.

(a) "Agreement" means the Healthcare Emergency Readiness Coalition (HERC), Inc. Region Seven Intergovernmental Mutual Assistance Agreement.

(b) "Assistance" 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) "Coalition" means the Healthcare Emergency Readiness Coalition (HERC) Inc. Region 7.

(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 as defined in Wis. Adm. Code, Ch. Comm. 30.01 (16).

(h) "Local Health Officer" has the meaning as used in Section 250.01(5) of the Wisconsin Statutes.

(i) "Participating Health Department" means the health departments located in HERC Region Seven who have entered into this 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 Assistance 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(s)" means the Participating Health Department(s) furnishing Assistance to a Recipient.

(l) "Recipient" means the Participating Health Department receiving Assistance 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 Assistance During a Disaster, Emergency, or Public Health Need

A Participating Health Department may request Assistance 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 Assistance under this Agreement. Each Participating Health Department shall designate its Authorized Representatives by completing the form attached hereto as Exhibit B.

3. Initiating and Responding to a Request for Assistance.

(a) A Recipient may initiate a request for Assistance by contacting other Participating Health Departments directly. If Incident Command/Emergency Operations Center has been established, a Recipient should notify Incident Command/Emergency Operations Center of the request as soon as possible. A Recipient may also request assistance through Incident Command/Emergency Operations Center.

(i) The Recipient shall identify the event giving rise to the request for Assistance, specify the amount and type of Assistance 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(s) shall take such action as is necessary to provide and make available the Assistance requested subject to Section 8, below, provided, however, that the Provider(s), in its sole discretion, shall determine what Assistance is available to furnish to the Recipient and the nature and extent of the Assistance to be furnished.

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

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

(b) A Participating Health Department may initially request Assistance either verbally or in writing on the form attached hereto entitled “Mutual Assistance Form.” If verbal, the Recipient and Provider shall complete the Mutual Assistance Form as soon as possible following the initial verbal request.

4. Personnel.

(a) Recipient shall be responsible for the actual and necessary costs incurred by the Provider(s) in rendering assistance if the Provider(s) requests payment of those costs. Said costs include, but are not limited to, salary, overtime, worker’s compensation, equipment or resources actually provided.

(b) The personnel, equipment, and resources of any Provider(s) shall fall under operational control of the Recipient once Assistance is rendered. Employees of a

Provider shall be considered agents of Recipient during the Period of Assistance. The Recipient may instruct the Provider(s) as to the functions of the personnel, equipment, and resources of the Provider(s) needed. The agency relationship shall exist until such time as Assistance is withdrawn or terminated by Provider or Recipient.

In the event of injury or death to Provider's personnel while rendering Assistance, Provider(s) shall be responsible for the payment of any compensation or death benefits to Provider(s) personnel while acting under the terms of this Agreement. Recipient shall reimburse Provider(s) for those expenses upon request, if the injury or death is caused by the Recipient's acts, errors, or omissions.

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

- (a) Assume in its sole discretion and 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(s) and Recipient.

Any two or more Participating Health Departments may enter into supplemental agreements establishing a different allocation of costs within the scope of this Section 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(s), a Recipient is not required to reimburse the Provider(s) for use of its facilities. Excluding normal wear and tear, a Recipient shall reimburse a Provider(s) for any loss or damage caused by the Recipient while using the Provider's facilities.

7. Reimbursement. In a Disaster, Emergency, or Public Health Need that results in state or federal reimbursement to Recipients, the Provider(s) may prepare an itemized statement of employee costs, equipment loss or damage, expended non-reusable supplies, and any other allowable costs incurred in rendering Assistance for reimbursement from state and federal assistance. Recipient shall seek state or federal reimbursement for any itemized costs provided by Provider(s), except that Provider may seek such reimbursements upon communicating that desire to Recipient and if permissible under the relevant grant(s). If reimbursement is given to the Recipient, it must first compensate the Provider(s) to the extent of the actual reasonable cost of Assistance provided or requested, and if permissible under the relevant grant. Such compensation shall be paid by the Recipient to the Provider(s) before the Recipient shall be entitled to retain any amount of the reimbursement. All parties shall cooperate as necessary in seeking reimbursement. Nothing in this Section shall prohibit an alternate distribution of reimbursement funds provided all parties entitled to compensation agree in writing.

8. Provider Discretion. In the event of a Disaster, Emergency, or Public Health Need, nothing in this Agreement shall be construed to require a Participating Health Department to render Assistance. A Participating Health Department shall at all times retain the sole authority to deny a request for Assistance. At all times, a Participating Health Department shall be entitled to use their sole discretion regarding the personnel, supplies, equipment and/or facilities that they can or will provide.

9. Duration and Recall. The Recipient may receive Assistance for as long as it deems necessary and reasonably appropriate to respond to the Disaster, Emergency, or Public Health Need subject to the Provider(s) continued willingness to provide such Assistance. A Provider may recall Assistance from a Recipient at the Provider's sole discretion at any time. A Provider(s) shall make a good faith effort to provide at least twenty-four (24) hours advance notice to the Recipient of the intent to terminate Assistance. If such notice is not practicable, the Provider (s) shall send as much prior notice as is reasonable under the circumstances. Upon Provider's refusal, withdrawal, or reduction in Assistance, Recipient shall have no cause of action in law or equity for Provider's discretionary act.

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. Notwithstanding a Recipient's level of insurance coverage, Recipient shall be responsible in full for any costs allowable under this Agreement to Provider.

11. List of Participating Health Departments. The Coalition 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. 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.

13. Liability. 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 (collectively "Liabilities"), which in any manner result from or arise out of the sole act(s) or omission(s) of Participating Health Department(s), its officers, employees or authorized users of these Participating Health Department(s), whether by negligence or otherwise, shall be the sole responsibility of the Participating Health Department(s) causing those Liabilities.

If Assistance is rendered pursuant to this Agreement, the Recipient shall indemnify, hold harmless, and defend the Provider, its officers and employees from any and all liability including claims, demands, damages, actions or causes of action; together with any and all losses, costs, or expense, including attorney fees, where such liability is

founded upon or grows out of the acts, errors, or omissions of the Recipient, its employees, agents (excluding those employees of Provider(s) who are deemed to be agents under this Agreement pursuant to section 4(b)) or subcontractors.

It is agreed that nothing in this Agreement is intended to inure to the benefit of any third party. The parties are governmental entities entitled to governmental immunity under the common law and under sec. 893.80, stats, and the Participating Health Department(s) agree that nothing contained herein shall waive the rights and defenses to which each Participating Health Department(s) may otherwise be entitled, including all of the immunities, limitations and defenses under sec. 893.80, stats.

14. 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 to 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 laws of the State of Wisconsin regardless of any conflict of law principles to the contrary. For purposes of any legal or administrative action involving a receiving county, venue for such action shall be in either the Circuit Court of the receiving county, or the Eastern District of Wisconsin.

(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 ("Supplementary Agreements"). The Supplementary Agreements shall not bind any party to this Agreement who is not a party to the Supplementary Agreement. In the event of a conflict between the provisions of this Agreement and those of any Supplementary Agreements, the provisions of the Supplementary Agreements will govern as between the parties to the specific Supplementary Agreement.

(e) Amendments. Amendments or modifications to this Agreement shall be made in writing and executed by all Participating Health Department(s).

(f) Effective Date. This Agreement becomes effective on the date in which any two member health departments of the Coalition have signed this Agreement and have thus agreed to be bound by its provisions.

(g) Breach not Waiver. A failure to exercise any right, or a delay in exercising any right, power or remedy hereunder on the part of either party shall not operate as a waiver thereof. Any express waiver shall be in writing and shall not affect any event or default other than the event or default specified in such waiver. A waiver of any covenant, term or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition.

(h) Audit. This paragraph applies only in the event that funds are exchanged with the City of Milwaukee pursuant to this Agreement (whether provided to the City of Milwaukee, or provided by the City of Milwaukee to another signatory). At any time during normal business hours and as often as the City of Milwaukee, or if federal or state grants or assistances are involved, as the appropriate federal or state agency may deem necessary, there shall be made available to the City of Milwaukee or such agency for examination all of its records with respect to all matters covered by this Agreement and the party receiving or providing funds shall permit the City of Milwaukee or such agency to audit, examine and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to all matters covered by this Agreement.

EXHIBIT A

HEALTHCARE EMERGENCY READINESS COALITION (HERC), INC.
REGION SEVEN
INTERGOVERNMENTAL MUTUAL ASSISTANCE AGREEMENT

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement as of this ____ day of _____, 2021.

CENTRAL RACINE COUNTY HEALTH DEPARTMENT

By: _____ Attest: _____

Title: _____ Title: _____

CITY OF MILWAUKEE HEALTH DEPARTMENT

By: _____ Attest: _____

Title: _____ Title: _____

Countersigned:

Comptroller Aycha Sawa Date

CITY OF RACINE HEALTH DEPARTMENT

By: _____ Attest: _____

Title: _____ Title: _____

CITY OF CUDAHY HEALTH DEPARTMENT

By: _____ Attest: _____

Title: _____ Title: _____

FOND DU LAC 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: _____

KENOSHA COUNTY HEALTH DEPARTMENT

By: _____ Attest: _____

Title: _____ Title: _____

NORTH SHORE HEALTH DEPARTMENT

By: _____ Attest: _____

Title: _____ Title: _____

CITY OF OAK CREEK HEALTH DEPARTMENT

By: _____ Attest: _____

Title: _____ Title: _____

SHEBOYGAN COUNTY HEALTH AND HUMAN SERVICES DIVISION OF PUBLIC HEALTH

By: _____ Attest: _____

Title: _____ Title: _____

SOUTH MILWAUKEE/ ST. FRANCIS HEALTH DEPARTMENT

By: _____ Attest: _____

Title: _____ Title: _____

WALWORTH COUNTY DEPARTMENT OF HEALTH AND HUMAN SERVICES

By: _____ Attest: _____

Title: _____ Title: _____

WASHINGTON/OZAUKEE HEALTH DEPARTMENT

By: _____ Attest: _____

Title: _____ Title: _____

WAUKESHA COUNTY DEPARTMENT OF HEALTH AND HUMAN SERVICES

By: _____ Attest: _____

Title: _____ Title: _____

CITY OF WAUWATOSA HEALTH DEPARTMENT

By: _____ Attest: _____

Title: _____ Title: _____

WEST ALLIS HEALTH DEPARTMENT

By: _____ Attest: _____

Title: _____ Title: _____

EXHIBIT B

HEALTHCARE EMERGENCY READINESS COALITION (HERC), INC.
REGION SEVEN
INTERGOVERNMENTAL MUTUAL ASSISTANCE 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: _____