

Public Health Department Mutual Aid Agreement for Incident Response

THIS AGREEMENT (the "Agreement") is entered into as of the ____ day of _____, 20__, by and among the local public health agencies including (names) (the "Parties").

I. PURPOSE OF AGREEMENT

The purpose of this Agreement is to create a system of Mutual Aid between the Parties. Each Party recognizes that public health incidents can transcend political jurisdictional boundaries and that intergovernmental cooperation is essential for the protection of lives and for best use of available assets. The system shall provide for mutual assistance among the Parties in the prevention of, response to, and recovery from any Public Health Incident.

The Parties have authority to enter into this Agreement pursuant to sections 66.0301, 251.09 and 251.04(1) of the Wisconsin Statutes.

II. ORGANIZATION AND COORDINATION

The Parties will designate authorized representatives. Authorized representatives will be responsible for activating the Agreement under section IV, and will confer at least annually for the purpose of reviewing and maintaining the procedures by which to share the information necessary for an effective response to a Public Health Incident and to conduct joint communication and coordination of information before and during a Public Health Incident.

III. DEFINITIONS

- a) "Agreement" means the Public Health Department Mutual Aid Agreement for Incident Response.
- b) "Health Care Provider" means an individual who is licensed as a registered nurse under chapter 441, or an individual who holds a valid, unexpired license issued by another state as a registered nurse.
- c) "Mutual aid" means aid to another public health agency in the form of personnel, equipment, facilities, services, supplies, or other resources appropriate to public health programs, including but not limited to inspections; vaccination clinics; centers for the distribution of pharmaceuticals; administrative assistance; specimen collection conveyance and testing; consulting; environmental assessment; and other programs.
- d) "Parties" means the public health departments that have adopted and executed this Agreement.
- e) "Party" means a public health department that has adopted and executed this Agreement.
- f) "Provider" means the public health department furnishing Mutual Aid to the Recipient under this Agreement.

- g) "Public Health Incident" means an occurrence, event, or threat requiring public health response and recovery efforts that exceed resources available at the local public health department.
- h) "Recipient" means the public health department requesting Mutual Aid in the event of a Public Health Incident.

IV. ACTIVATION OF AGREEMENT

The authorized representative of a Party may determine that a Public Health Incident requires services that exceed available resources and may request assistance of another Party by contacting its authorized representative. These provisions only apply to requests for assistance made by and to authorized representatives. The request for assistance shall include the needed amount and type of equipment and personnel and shall specify the location where needed. Requests may be verbal or in writing. The authorized representative will confirm a verbal request in writing within 15 days. The policies and procedures set forth in Chapter 323 of Wisconsin Stats Emergency Management shall supersede this agreement.

V. REQUEST AND RESPONSE PROCEDURES

- a) When requested to provide assistance, Parties agree to assess their situation to determine availability of personnel, equipment, and other resources. Parties shall render assistance to the extent that personnel, equipment, and resources are available. Each Party agrees to render assistance in accordance with the terms of this Agreement to the fullest extent possible. When the Party determines that it has available personnel, equipment, or other resources, the Party shall so notify the Recipient, and provide the following information:
 - i. A description of the personnel, equipment, and other resources to be furnished;
 - ii. The estimated length of time that such personnel, equipment, and other resources will be available to assist;
 - iii. The estimated time when the assistance provided will arrive at the location designated by the receiving Party;
 - iv. The areas of experience, training, and abilities of the personnel and the capability of the equipment to be furnished; and
 - v. The name of the person or persons to be designated as supervisory personnel.
- b) A Provider may withdraw personnel, equipment, and other resources to provide for its own citizens. The Provider will make a good faith effort to notify the receiving Party 24 hours prior to resource withdrawal.
- c) The Recipient shall make reasonable efforts to keep all Parties advised of the status of mutual aid activities.

- e) Within thirty (30) working days of the return of all personnel deployed under this Agreement, the receiving Party will prepare a Summary Report of the event and provide copies to each Provider. The Report shall include a chronology of events and description of personnel, equipment, and materials provided to the Recipient by the Provider.

VI. SUPERVISION AND CONTROL

The Recipient shall be in command of the mutual aid scene. The personnel and equipment of the Provider shall be under the direction and control of the Recipient until the Provider withdraws assistance.

VII. PERSONNEL RIGHTS AND PRIVILEGES

- a) Personnel who are assigned, designated or ordered by their agency to perform duties pursuant to this Agreement shall continue to receive the same wages, salary, pension, and other compensation and benefits for the performance of such duties, including injury or death benefits, disability payments, and worker's compensation benefits, as though the service had been rendered within the Provider's jurisdiction.
- b) It is mutually understood that Recipient and Provider shall be responsible for payment of such worker's compensation benefits only to their own respective employees.
- c) Provider's employees shall retain the same powers, duties, immunities, and privileges they would ordinarily possess in performing their duties within the Provider's jurisdiction. This includes any person holding a license, certificate, or other permit issued evidencing the meeting of qualifications for professional, mechanical or other skills.

VIII. MEDICAL DIRECTION

A Health Care Provider who is assigned by their agency to perform duties pursuant to this Agreement shall provide services according to the Provider's medical orders.

IX. LIABILITY

- a) Each Party waives all claims against the other Parties for compensation for any loss, damage, personal injury, or death occurring as a consequence of the performance of this Agreement, except those caused in whole or in part by the willful misconduct, gross negligence, or recklessness of an officer, employee, or agent of another Party.
- b) The execution of this Agreement shall not give rise to any liability or responsibility for failure to respond to any request for assistance made in pursuance of this Agreement.

X. REIMBURSEMENT

Any Provider rendering aid pursuant to this Agreement shall be reimbursed by the Party receiving such aid for any loss or damage to, or expense incurred in the operation of any equipment and for the cost of all materials, transportation, wages, salaries and maintenance of personnel and equipment incurred in connection with such request. Nothing contained herein shall prevent any Provider from assuming such loss, damage, expense or other cost or from donating such services to the receiving Party without charge or cost. Nothing herein shall operate to bar any recovery of funds from any responsible third party or any state or federal agency under any existing statutes. Provider will submit to the Recipient an itemized bill for the actual cost of any assistance provided within 30 working days of the return of all personnel deployed under this agreement, including salaries, overtime, materials and supplies and other necessary expenses; and the Recipient will reimburse the Party providing the assistance for that amount.

XI. LEGAL EFFECT

This Agreement shall be binding upon the Parties and inure to the benefit of any successor entity which may assume the obligations of any Party. A Party, however, may not assign this Agreement without prior written consent of the Parties.

XII. SEVERABILITY

If a provision contained in this Agreement is held invalid for any reason, the invalidity does not affect the other provisions of the Agreement that can be exercised without the invalid provision. To this end, the provisions of this Agreement are severable.

XIII. AMENDMENTS

This Agreement may be amended only by the mutual written consent of the Parties.

XIV. VALIDITY AND ENFORCEABILITY

If any current or future legal limitations affect the validity or enforceability of a provision of this Agreement, then the legal limitations are made part of this Agreement and shall operate to amend this Agreement to the minimum extent necessary to bring this Agreement into conformity with the requirements of the limitations, and so modified, this Agreement shall continue in full force and effect.

XV. TERMINATION

The duration of this Agreement shall be a one-year period; the Agreement shall automatically be renewed on a year-to-year basis. It is agreed that any Party hereto shall have the right to terminate this Agreement upon 30 days advance written notice to each of the Parties. Notice of termination will not relieve the obligations incurred prior to the effective date of withdrawal. Once the withdrawal is effective, the withdrawing entity shall no longer be a Party to this Agreement, but this Agreement shall continue to exist among the remaining Parties.

XVI. EFFECTIVE DATE

This Agreement is effective upon its execution or adoption by any two Parties, and is effective as to any other Party upon its execution or adoption thereby. The Agreement may be executed in multiple counterparts or duplicate originals, each of which shall constitute and be deemed as one and the same document.

XVII. AUTHORITY TO ACT

All undersigned Parties warrant they have the power and capacity to execute this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date stated in the first paragraph of this Agreement.

(name) HEALTH DEPARTMENT

By: _____

Attest: _____
