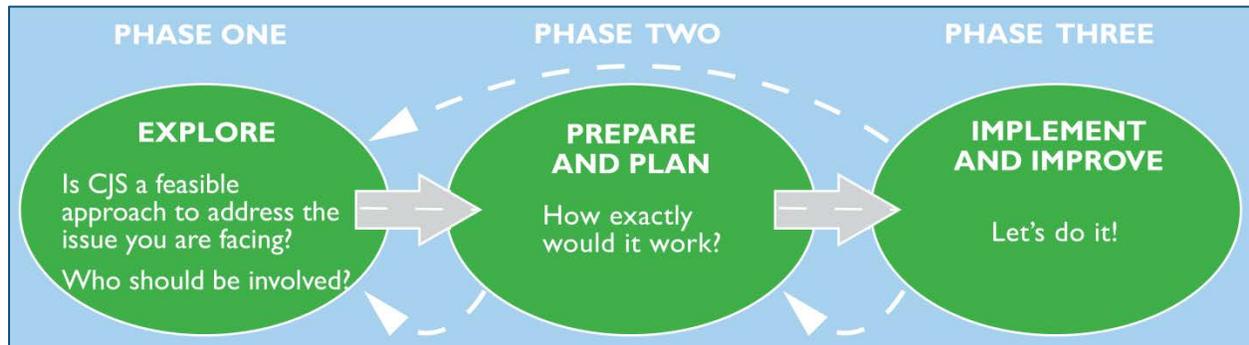


Section C: Phase Two - Prepare and Plan

Overview

The *Prepare and Plan* phase of a cross-jurisdictional sharing arrangement follows the *Explore* or feasibility phase. Planning becomes more detailed around operations, logistics, service delivery, personnel, communication, finances and evaluation.



Source: *A Roadmap to Develop Cross-Jurisdictional Sharing Initiatives*. Center for Sharing Public Health Services (CSPHS) framework, 2013.

Important Considerations for the Prepare and Plan Phase

Key aspects of the *Prepare and Plan* phase, according to the Center for Sharing Public Health Services framework, include:

- Working through context and history from past sharing arrangements.
- Decisions around governance or organizational structure.
- Fiscal and service implications.
- Formalized agreements.
- Legal issues.
- Logistics around personnel, space, equipment, and travel.
- Development of a strategic communications plan if needed.
- Discussion of change management strategies.
- Development of timelines.
- Planning for how to collect data and monitor outcomes.

A planning checklist for the Prepare and Plan phase is provided in the tools section to help guide stakeholders through the key aspects of planning for a shared arrangement. Following is a discussion of some of the key areas of planning.

Governance and Organizational Structure

The governance structure developed during this phase determines how problems are solved and decisions are made. Strategy development, problem solving, decision-making, and monitoring are typical activities in internal meetings.

Organizational structure is important for keeping the cross-jurisdictional sharing initiative functioning smoothly. It is critical to understand that the organizational structure:

- Is the framework around which the effort is organized.
- Gives participants clear guidelines for how to proceed.
- Binds members together.
- Is inevitable in any organization.

Organizational structure has three main elements:

1. Decision-making
2. Rules by which the arrangement operates
3. Distribution of work

A variety of formats may be used to define the make-up of the arrangement. The structure can be more or less formal depending upon a number of factors. The table below provides guidance about conditions that might justify a looser, less formal, less rule-bound structure or a tighter, more formal, more rule-bound structure.

Conditions favoring more or less formality in organizational structures	A looser, less formal, less rule bound structure would be favored when...	A tighter, more formal, more rule-bound structure would be favored when...
Prior relationships among members	Many sharing arrangements or relationships already exist	Few sharing arrangements or relationships already exist
Prior member experience in working together	Many such experiences have occurred	Few such experiences have occurred
Member motivation to be part of the sharing arrangement	Motivation is high	Motivation is low
Number of organizational tasks or issues (breadth of purpose)	There is a single task or issue	There are multiple tasks or issues
Organization size	The organization is small	The organization is large
Organization leadership	Leadership is experienced	Leadership is inexperienced
Personnel	Staff turnover in the lead agency is low and staff experienced in project management and multi-jurisdictional arrangements are readily available	Staff turnover is more common in the lead agency and there is a need to recruit new staff with experience in project management and multi-jurisdictional arrangements

Source: Community Tool Box, 2014.

Main areas to consider as you plan and prepare for how the shared services arrangement will be set up and functions carried out include:

- Discussion of the best structure for the sharing arrangement (e.g. board of directors, steering committee).
- Decisions about the relative formality the organization will have (e.g. signed agreements).
- An identified decision-making protocol.
- Decisions about how work will be distributed.

The structure of a sharing arrangement depends upon a number of factors and should be developed by all partners that will be involved in the effort. Depending on the purpose and objectives of the arrangement, the structure can be based upon an informal 'handshake' or include a signed agreement. (Community Toolbox, 2014)

Example: Northwoods Collaborative

The Northwoods Collaborative was established to develop core expertise and prepare for and respond to public health incidents and events, infectious disease outbreaks, and other public health threats in a 10-county area. Staff employed by the lead fiscal agency provides public health services including: surveillance, epidemiology, preparedness planning, performance management, and information technology. The collaborative has a formalized organizational structure. The governance, scope of service to member agencies and roles and responsibilities of each member agency are clearly articulated in a memorandum of understanding.

Example: Community Health Assessment and Improvement Planning

An example of a less formal structure is the Community Health Assessment and Improvement Planning (CHIPP) initiative between Ashland County Health & Human Services, Bayfield County Health Department, and Memorial Medical Center (MMC). The three partners named representatives for each entity as the steering committee. This was initially four persons - two from MMC and health officers from the two health departments. They have since added a hired facilitator to the group. The steering committee meets frequently and the structure of meetings is based on the goals partners have established and where they are at in meeting those goals. (Due to the hospital's IRS status, they are very goal-oriented.) Decisions are based on a majority, although there has been little to no dissent. There is no written or formal agreement.

"This project is truly community driven, based solely on the outcomes of our community assessments, and now on the workgroups formed for intervention."

Cyndi Zach, Health Officer, Ashland County

Examples of organizational structures for sharing arrangements among jurisdictions in the Northwoods Shared Services Project are located in Section C Tools.

Legal Agreements

Legal agreements formalize the organizational structure as well as articulate who has the authority to allocate resources and make programmatic and staffing decisions. A legal agreement typically states the financial commitment of each partner. An important component of a legal sharing agreement is an opt-out clause, including the timing of when partners can opt-out.

Legal sharing agreements may be a contract for service, memorandum of understanding (MOU), a mutual aid agreement (MAA) or some other type of agreement.

An important resource for developing and negotiating a shared services agreement is *Shared Services – Working Together: A Guide to Joint Service Feasibility Studies & Shared Service Agreements*, available at www.state.nj.us/dca/divisions/dlgs/programs/shared_docs/sharedsvcsrefguide.pdf.

Leadership

A collaborative leadership structure is associated with successful shared services in government. The Local Government Institute of Wisconsin defines collaborative leadership as “a set of skills and attributes needed to deliver results across organizational boundaries.” Collaborative leaders have “a willingness to take risks, (are) eager listeners, (have) a passion for the cause, (are) optimistic about the future and (are) able to share knowledge, power and credit.” (Local Government Collaboration in Wisconsin: Case Studies, 2012)

Action Planning and Work Plans

An action plan outlines the strategies and action steps your group will use to meet its shared services goals and objectives. Developing an action plan or work plan is a critical first step toward ensuring project success. An action plan lends credibility to the initiative, increases efficiency, communicates expectations, and provides a means for stakeholders to monitor progress.

The first step is to have clear goals and objectives for the initiative. They will provide the backbone of the action or work plan. An action plan template is provided in Section C Tools.

A logic model describes the sequence of what a program is and will do in the process of achieving outcomes. The visual map includes the inputs, outputs, outcomes, assumptions, and external factors involved in achieving results. A logic model may be used for the important steps taken in the *Prepare and Plan* phase, including planning, implementation, communication, and how progress will be measured. See Section C Tools for an example of a logic model for the Northwoods Collaborative. (Program Development and Evaluation, 2009)

Change Management

The *Prepare and Plan* phase should include the development of change management strategies, especially when there is a significant change in service delivery and personnel (job loss or job change). Burns and Yeaton in *Success Factors for Implementing Shared Services in Government* define change management as a structured approach designed to transition the organization from its current state to a desired future state.

Change management has been extremely important in service mergers such as police and fire services and the merger of two health departments into one entity. (Burns, 2008)

Because of cross-jurisdictional sharing, organizations will experience changes in “the way they do things.” People respond to change in many different ways; some may be excited and energized while others experience fear and anxiety. Successful cross-jurisdictional sharing arrangements not only consider change management techniques to aid in transition, but they employ them from the beginning of the project.

Change Management Principles

WHAT we want to achieve is clear. Begin with the ideal state of what the change will look like. What’s going to be different, better, when the change happens? Most people start with the HOW, which leads people to think WHY? This can lead to the leader feeling frustrated because they feel stakeholders aren’t on board.

A key idea of WHY it’s worthwhile and necessary is articulated. Communicate the merits of the change, not HOW it’s going to be accomplished. Support others by helping them to understand what they stand to gain, rather than what they stand to lose. The WHY is driven by values and is what will drive people to agree with you.

Stakeholders understand WHY (the key idea). Determine who will be affected by the change, as well as who has the most to gain and to lose. Work to understand the concerns and desires of the stakeholders. Identify who has the power to influence and who has the power to decide. Be sure to consider the informal opinion leaders in your system. Conducting a stakeholder analysis will help to determine who is supportive and who needs more information on the WHY. People can understand why it’s a good idea, but may not understand why it’s worth the bother to make the change.

Stakeholders buy into the key idea. Consider the message (what is in it for them?), the messenger (who are the effective champions?), and the method (oral, written, or in-person?). You may have different messages for different groups. Listen to concerns and change your messaging to address it if you can. Resistance to change, which looks like anxiety, skepticism, and resentment, happens when people are focused on what they stand to lose. Support for change, which looks like understanding, appreciation, and enthusiasm, happens when people are focused on what they have to gain. Not everyone has to fully support the change; sometimes the goal is to move the person from being opposed to being neutral.

A plan for HOW to achieve it is developed. Creating a work plan that includes objectives and goals, a timeline, and who is responsible for specific tasks is effective in developing an implementation plan.

Implementers understand HOW to do it. Provide training to implementers for components they do not understand or have had limited experience with. Be sure to also clarify the expectations from supervisors and relevant stakeholders.

Implementers are able to do it successfully. Implementers of the change must be given coaching, support, and allocation of resources, which include time, money, and access to the right people.

Everyone partners to celebrate and sustain. Identify early wins and give credit to those who deserve it—stakeholders, supporters, and implementers. This will help with continued support for the change. Also, be sure to revisit the change, making sure “what’s in it for them” is still there, and removing any negative consequences when they arise. Overall, keep telling the story of success. (Flaherty, 2013)

Strategic Communications

A communication plan is cited in the literature as an important aspect of sharing arrangements. . Health officers in the project area identified communications as a key factor in shared arrangements that aren’t working well.

Internal and external communications are an important aspect of successful shared services. Internal communications are the methods used by key partners/stakeholders within the arrangement. Methods might include: monthly phone or web conferences, e-mail updates, and in-person meetings

A strategic communication plan may be important for external partners, especially when there will be a change in service levels or delivery methods. Key questions that need to be asked and answered include:

- Who are our external partners and audiences?
- What are the key messages they need to receive?
- What are the best methods for delivering those messages?
- Who is the best messenger for each audience?

The National Association of County and City Health Officials feature an online primer on the elements of a communication plan at <http://www.naccho.org/advocacy/lhdcommunications/planning/index.cfm>. See Section C Tools for a strategic communications plan template from the W.K. Kellogg Foundation. (Communications Planning, 2014)(Template for Strategic Communication Plan, 2006)

Monitoring and Evaluation

An evaluation plan is developed in the *Prepare and Plan* phase, including decision-making around data collection methods and tools. The evaluation plan may include how:

- Work plans, processes and timelines will be monitored.
- Service levels and service delivery will be assessed.
- Satisfaction with communications, processes, leadership and decision-making will be evaluated.
- Staff competency will be assessed.
- Fiscal monitoring will occur.

Policymakers in the project area are very interested in staying informed on the progress of shared service agreements. It may be important in this phase to determine what to report and how frequently to report to policy boards that are part of the shared service.

A full range of evaluation tools are provided in the *Implement and Improve* section of the toolkit (Section D).

Section C Tools

Tool Summaries

This section provides tools for the *Prepare and Plan* phase of the shared arrangement.

Planning Checklist – Phase Two: Prepare and Plan

This tool helps stakeholders work through important considerations for a shared arrangement including the context and history, governance, fiscal and service implications, a formalized agreement, legal issues, strategic communications, change management, timelines and monitoring.



Planning Checklist -
Phase Two...

Budget Example - Northwoods Collaborative

This budget example and template from the Northwoods Collaborative shows relevant revenue and expenses for a shared service. Northwoods Collaborative members approve and monitor the budget.



Budget Example -
Northwoods Collab...

Strategic Communication Plan Template

The template tool from the W.K. Kellogg Foundation provides a framework for the important elements to consider in strategic communications.



Strategic Comm. Plan
Template

Logic Model Example

A logic model is one of the most widely used tools to illustrate the logic or flow of an intervention or program. It includes outcomes that are expected to be achieved against which the success of the program can be measured.



Northwoods Collab.
Logic Model

Action Plan Template

The action plan template tool is adapted from the *Community Toolbox*.



Action Plan Template

Organizational Structure Examples

The following provide examples of organizational structures for different types of shared services in the project area as well as examples of agreements and policies and procedures.

Memorandum of Understanding - Northwoods Collaborative



MOU - Northwoods Collaborative

Memorandum of Understanding between Marathon County Health Department and HIV Partner Services



MOU Marathon Cty & HIV Partner Services

Memorandum of Understanding between Marathon County Health Department and Oneida County Health Department for Lead Hazard Investigation



MOU - Marathon & Oneida County Lead

Memorandum of Understanding for Emergency Preparedness between Ashland County Health & Human Services Department and the Bad River Indian Tribe



MOU - Ashland Cty & Bad River Tribe

Memorandum of Understanding between Northern Health Centers, Inc. and Marinette County Public Health for Seal-A-Smile



MOU - NHC & Marinette County

Mutual Aid Agreement for Incident Responses Template



Mutual Aid Agreement Template

Vilas, Oneida, and Forest County Syndromic Surveillance Group Initiative Interagency Policy and Procedures



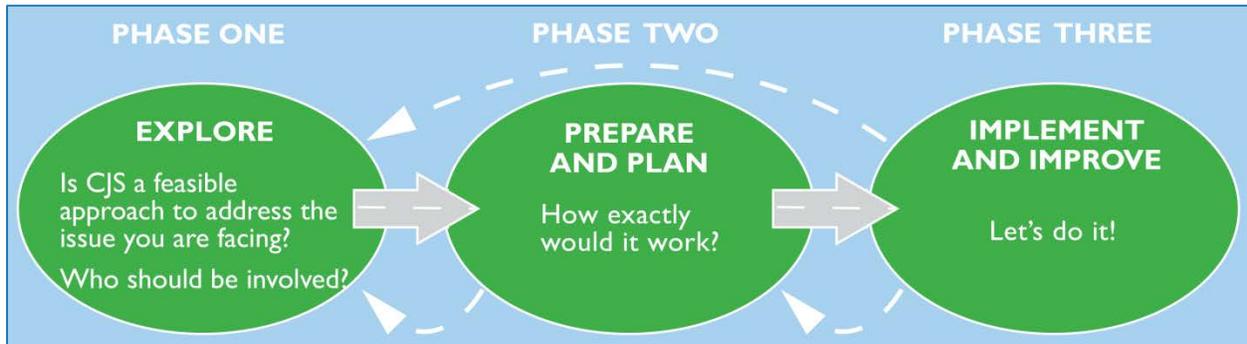
Vilas, Oneida, & Forest Syndromic...

Evaluation Resources

See the *Implement and Improve* section for resources on evaluation.

Planning Checklist – Phase Two: Prepare and Plan

This planning checklist for the *Prepare and Plan* phase was developed using the Center for Sharing Public Health Services (CSPHS) framework, *A Roadmap to Develop Cross-Jurisdictional Sharing Initiatives*. This framework includes the three process phases that cross-jurisdictional sharing arrangements typically move through: 1) *Explore*, 2) *Prepare and Plan*, and 3) *Implement and Improve*.



Source: *A Roadmap to Develop Cross-Jurisdictional Sharing Initiatives*. Center for Sharing Public Health Services (CSPHS) framework, 2013.

References Used

The development of the planning checklist was informed by a literature review on shared services in government and public health, the CSPHS framework, health officer interviews held from June – August 2013, and policymaker discussion groups held from September 2013 – April 2014 in the Northwoods Shared Services Project area.

Using the Checklist

Once a decision has been made to move forward with a cross-jurisdictional sharing arrangement, the *Prepare and Plan* checklist could be used to develop the shared service. The checklist systematically guides the partners through context and history, governance or organizational structure, fiscal and service implications, agreements, legal issues, logistics, communications, change management, timelines, and monitoring.

This tool could be used by health officers, staff and stakeholders in the *Prepare and Plan* phase but could also be adapted or abbreviated to report to policymakers on the progress of the planning for a cross-jurisdictional sharing arrangement.

Planning Checklist for Phase Two: Prepare and Plan

Products: Implementation assessment and plan, evaluation plan, formal agreement

	CRITERIA	DECISION
Context and history	An analysis of possible strengths-weaknesses-opportunities-threats (SWOT) to consider in the development of the new initiative's action plan has been conducted by the key partners.	YES NO Comments:
	The key partners have considered lessons learned from past CJS initiatives.	YES NO Comments:
	The service delivery model respects the cultural uniqueness of each county/tribe and is adaptable based on local needs if possible.	YES NO Comments:
Governance	The governance structure will have clear roles and responsibilities of each member, including the lead agency/fiscal agent.	YES NO NOT APPLICABLE Comments:
	The governance structure clearly articulates member decision-making responsibilities for goals, objectives, data collection, budget, and future planning.	YES NO NOT APPLICABLE Comments:
	The governance structure sets up conditions for continually improving communications, relationships and outcomes.	YES NO NOT APPLICABLE Comments:
	The organizational structure is adequate to assure proper management of the CJS.	YES NO Comments:
	Conflict resolution is addressed in the governance structure or agreement.	YES NO Comments:
	The oversight committee has the knowledge to evaluate if services are happening as proposed or planned.	YES NO NOT APPLICABLE Comments:

Fiscal and service implications	The proposed service model strives for increased efficiency and effectiveness.	YES NO NOT APPLICABLE Comments:
	The sharing arrangement increases health department capacity to meet national accreditation standards or is neutral.	YES NO Comments:
	There are existing and potential funding streams that can assure adequate and sustainable operational funding beyond 1 – 2 years.	YES NO Comments:
	The implementation plan assures a service level that meets or exceeds current levels of performance.	YES NO NOT APPLICABLE IF NEW Comments:
	The implementation plan assures a quality of service that is satisfactory for expectations of our jurisdiction.	YES NO Comments:
	Flexibility is honored for services that need to be tailored to each jurisdiction.	YES NO Comments:
Legal sharing agreement	The type of agreement is acceptable (Informal, contract for service, MOU, Mutual Aid Agreement, Other).	YES NO Comments:
	The agreement articulates who will have the authority to make decisions.	YES NO NOT APPLICABLE Comments:
	The agreement is clear about who will have the authority for staffing decisions.	YES NO NOT APPLICABLE Comments:
	The agreement articulates who will have the authority to allocate resources.	YES NO NOT APPLICABLE Comments:
	The agreement is clear about how and when a partner can opt out of the agreement.	YES NO NOT APPLICABLE Comments:

Legal sharing agreement, continued	The agreement articulates the financial commitment of each partner.	YES NO NOT APPLICABLE Comments:
	The agreement, if needed, has gone through appropriate committees and boards.	YES NO NOT APPLICABLE Comments:
	Policies and procedures specific to the shared arrangement have been developed and approved by the members.	YES NO NOT APPLICABLE Comments:
Legal issues	Issues related to personnel and vendor contracts (e.g., benefits, collective bargaining agreements, procurement processes, travel policies, residency requirements, information sharing, etc.) have been worked out.	YES NO Comments:
	Liability and insurance issues have been addressed.	YES NO Comments:
	Corporation Counsels, as needed, have been consulted.	YES NO Comments:
Logistical issues	The agreement addresses buildings, office space, transportation, other properties and other logistical issues.	YES NO Comments:
	Adequate facilities to house all personnel, equipment and programs within reasonable geographical proximity to the customers for the shared services have been secured.	YES NO Comments:
	Recruitment of staff with the desired expertise in the location(s) needed is progressing as planned.	YES NO Comments:
Strategic Comm. Plan	External audiences with whom the partners should communicate have been identified.	YES NO Comments:
	The messages, messengers and communication methods have been articulated.	YES NO Comments:

Change Mgmt.	A change management strategy has been developed for major shared service projects, especially those that impact management oversight, staffing and services.	YES NO Comments:
Timeline	A timeline that includes specific steps to assure success of the sharing initiative has been developed and approved by the key partners.	YES NO Comments:
Monitoring	An evaluation plan to measure success and effectiveness has been developed and approved by the key partners.	YES NO Comments:
	Members agree upon the metrics to be used to evaluate progress.	YES NO Comments:
	Data collection methods have been identified and implemented to assure the completion of the evaluation plan.	YES NO Comments:

Adapted from A Roadmap to Develop Cross-Jurisdictional Sharing Initiatives, Center for Sharing Public Health Services, 2013.

Budget Example - Northwoods Collaborative

		Collaborative Budget	Actual Spending	Unobligated Budget Amount	Budgeted Collaborative 6-month periods (7/1/13 - 12/31/14)	
	Acct No.	7/1/13-6/30/14	7/1/13-12/31/13	1/1/14-6/30/14	7/1/13-12/31/13	1/1/14-6/30/14
Income						
Members contribution						
Grants						
Total Income		\$ -	\$ -	\$ -	\$ -	\$ -
Expenses						
Personnel:						
Program Manager 75% FTE						
Epidemiologist 5% FTE						
Admin Asst 5% FTE						
Admin support 20% FTE						
Total Personnel		\$ -	\$ -	\$ -	\$ -	\$ -
Contractual:						
Occupancy						
Audit Fee						
Indirect						
Telephone						
Comp Maint Fee						
Internet Service (Website Hosting)						
Total Contractual		\$ -	\$ -	\$ -	\$ -	\$ -
Supplies:						
Postage						
Print/Duplication						
Small Items Equipment						
Office Supplies (General)						
Books/Directories						
Membership						
Subscription (Survey Monkey)						
Registration						
Mileage						
Travel (rental, conference, ground)						
Meals						
Lodging						

Meeting Exp (Snacks, Lunch, Space Rental)							
Mtg Exp-Training							
Ed Supplies							
Gasoline							
Total Supplies		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Expenses		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Strategic Communication Plan Template

The W.K. Kellogg Foundation provides a 22-page Strategic Communications Template Tool at <http://www.wkkf.org/resource-directory/resource/2006/01/template-for-strategic-communications-plan>, or in Section C Tool Summaries section.

The tool covers the following important steps for a strategic communications plan:

- Determine Goal
- Identify and Profile Audience
- Develop Messages
- Select Communication Channels
- Choose Activities and Materials
- Establish Partnerships
- Implement the Plan
- Evaluate and Make Mid-Course Corrections.

An additional resource for communications planning from the National Association of City and County Health Officers at <http://www.naccho.org/advocacy/LHDcommunications/planning/>.

Logic Model Example

Program: Northwoods Collaborative

Situation: The Northwoods Collaborative is a cross-jurisdictional collaboration of 10 public health departments that contribute local public health preparedness funds to collaborative efforts around preparedness, surveillance, and epidemiology. The collaborative seeks additional financial resources through grant-writing.

Inputs		Outputs		Outcomes -- Impact		
Activities		Participation		Short	Medium	Long
Trust, commitment, and history of working together	Develop annual work plan, budget, staff assignments	Collaborative agency health officers and staff	Marathon County Health Department staff	Member agencies are aware of PHP contract requirements and necessary steps to complete them	Public health plans are created and updated	Increased local capacity in public health preparedness, surveillance and epidemiology, accreditation readiness
Shared financial resources (Public health preparedness, Public Health Improvement grant funds)	Research and respond to funding opportunities	Marathon County Health Department staff	Division of Public Health Regional Offices	Members are aware of staff expertise and services available to them in the collaborative	Public health emergency response partners practice their roles	Agencies are prepared for applying to be an accredited health department
Shared Services Learning Community grant	Research, plan, promote training opportunities	Division of Public Health Public Health Emergency Preparedness staff	Division of Public Health Regional Offices	Agency staff increase knowledge in NIMS/ICS, performance management, communicable disease reporting and investigation, using PCA Portal and Everbridge	Staff increase competency in emergency response	Public health emergencies are identified early and contained with minimal death, disability, and environmental damage
Shared public health staff within collaborative agencies	Conduct annual collaborative evaluation	DPH Wisconsin Public Health Improvement Initiative	DPH Wisconsin Public Health Improvement Initiative	Collaborative members are satisfied with communications, how meetings take place, administration of the budget, and staff responsiveness	Member agencies complete annual contract objectives and grant deliverables	
Shared staff employed by fiscal agent, Marathon County Health Department	Conduct strategic planning	MI-WI Border Coordination Committee	MI-WI Border Coordination Committee			
Supportive board members	Develop plans, templates, tools	Wisconsin Hospital Emergency Preparedness Program/Healthcare Coalitions	Wisconsin Hospital Emergency Preparedness Program/Healthcare Coalitions			
Technology (Adobe Connect, Survey Monkey, Microsoft Project, Visio)	Participate in DPH workgroups, panels	Wisconsin Emergency Management	Wisconsin Emergency Management			
Knowledgeable and experienced partners	Participate in exercises and drills	Shared Services Learning Community	Shared Services Learning Community			
	Provide TA on WEDSS (Wisconsin Electronic Disease Surveillance System), PCA Portal, Everbridge, social media, website design					

External Factors

The collaborative is dependent on grant and annual funding, both unpredictable revenue sources that limit strategic planning and sustainability.

Public health funding continues to fall, placing a greater burden on health departments to contribute to a collaborative effort and meet accreditation requirements.

Assumptions

Pooling funds contributes to staffing efficiencies and makes resources available to health departments for preparedness and accreditation readiness, improving capacity and infrastructure.

Sharing knowledge and expertise through a regional approach increases the quality and capacity of preparedness and response and delivery on essential services of public health in the community.

2013-14

Action Plan Template

Action Plan for [Shared Services Initiative Name]

Collaborating Jurisdictions/Group(s): _____

ACTION STEPS

Action Steps	By Whom	By When	Resources and Support Available / Needed		Potential Barriers or Resistance	Communication Plan for Implementation
			Resources Available	Resources Needed (financial, human, political, and other)		
What needs to be done?	Who will take actions?	By what date will the action be done?			What individuals/ organizations might resist? Other barriers?	What individuals and organizations should be informed about / involved with these actions?

Adapted from: KU Work Group for Community Health and Development. (2013) Chapter 8, Section 5: Developing an Action Plan. Lawrence, KS: University of Kansas. Retrieved February 13, 2014, from the Community Toolbox: <http://ctb.ku.edu/en/table-of-contents/structure/strategic-planning/develop-action-plans/main>

Organizational Structure Example: Memorandum of Understanding Northwoods Collaborative

MEMORANDUM OF UNDERSTANDING

Northwoods Collaborative

Member Agencies

Florence County Health Department

Forest County Health Department

Iron County Health Department

Langlade County Health Department

Marathon County Health Department

Marinette County Health Department

Price County Health Department

Sawyer County Department of Health & Human Services

Taylor County Health Department

Vilas County Health Department

Purpose

Northwoods Collaborative is established to develop core expertise and prepare for and respond to public health incidents and events, infectious disease outbreaks, and other public health threats. The Northwoods Collaborative has formed a partnership to share and coordinate resources of personnel employed by Marathon County who possess skills in surveillance, epidemiology, preparedness planning, performance management, and information technology.

Description of Member Agencies

Each health department is considered a member agency of the Northwoods Collaborative. Member agencies have a designated representative(s) who attends Northwoods Collaborative meetings via phone or in person. Member agencies agree to contribute 22 percent of their local or tribal public health agency allocation for public

health emergency preparedness for the budget period July 1, 2013 to June 30, 2014, to the Northwoods Collaborative.

Scope of Services to Member Agencies

The focus of services provided to members of the Northwoods Collaborative will be on public health preparedness.

Northwoods Collaborative staff will assist local member agencies in meeting core functions of preparedness planning and strengthening local capacity. Technical assistance services will include:

- Developing and maintaining emergency plan templates and tools
- Assisting in local planning and collaboration efforts
- Assessing agency capabilities
- Assessing staff competencies and training needs and providing training resources and technical assistance
- Planning, conducting, and evaluating exercises
- Epidemiological and surveillance services
- Technical assistance on work plans and contract objectives
- Sharing information and communicating on issues related to the purpose and goals of the collaborative
- Implementing a systematic evaluation of the collaborative and recommending adjustments promptly when needed.

Roles and Responsibilities

- With approval by the appropriate board/entity/ official, each member agency authorizes its public health emergency preparedness funding from the State of Wisconsin for the Northwoods Collaborative be paid directly to the fiscal agent on its behalf.
- Marathon County Health Department assumes the role of fiscal agent for this Northwoods Collaborative.
- Marathon County Health Department reserves the right to staff the collaborative in a manner that will assure needed skills and competencies are available to provide the services detailed above.
- Marathon County Health Department is responsible for financial obligations of the Northwoods Collaborative staff including salaries, fringe benefits, travel, training, rent, supplies, services, and administrative costs.
- Staff are under the direct supervision of the Marathon County Health Officer. Work tasks are directed by member agencies.

Coordination with other Local Response Groups

Northwoods Collaborative members and staff coordinate and collaborate with hospitals, clinics, emergency medical response services, hazardous materials teams, emergency government, and other appropriate groups in each county and tribal community represented in the Northwoods Collaborative.

Regional Coordination

Northwoods Collaborative members and staff coordinate and collaborate with other public health consortia and other regional groups involved with public health incidents and events and other emergency preparedness and response, such as regional trauma area consortia and regional hazardous materials teams, as appropriate.

State Participation

Northwoods Collaborative staff and agency personnel participate in statewide advisory councils and workgroups at the direction of the Northwoods Collaborative membership.

Term of Agreement

This agreement becomes effective when signed by the Partner Agency and the Northwoods Collaborative Fiscal Agent representative. It shall be effective from the date signed until June 30, 2014. Any member agency may terminate its participation in this agreement by providing a 30-day notice in writing to all other parties.

Fiscal Agent Withdrawal

Marathon County Health Department agrees to continue as fiscal agent for the length of the contract. Intent to withdraw as fiscal agent will be given 60 days prior to the end of the contract.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on the day and year above first written.

Agency Name

BY: _____ ATTEST: _____

Representative Name, Title

Marathon County Health Department

BY: _____ ATTEST: _____

Joan Theurer, Health Officer

Addendum to Northwoods Collaborative Memorandum of Understanding

Contract period July 1, 2013 to June 30, 2014

Supplemental services to support local efforts in areas in addition to public health emergency preparedness will be made available to members of the Northwoods Collaborative based on a fee-for-service basis between member agencies and the fiscal agent. Supplemental services provided will be in the areas of public health accreditation including quality improvement, performance management, and the community health improvement plan and process (CHIPP). Provision of additional supplemental services will not utilize preparedness funds from the collaborative budget.

Organizational Structure Example: Memorandum of Understanding between Marathon County Health Department and HIV Partner Services jurisdiction members

MEMORANDUM OF UNDERSTANDING BETWEEN MARATHON COUNTY HEALTH DEPARTMENT AND HIV PARTNER SERVICES JURISDICTION MEMBERS

HIV PARTNER SERVICES JURISDICTION MEMBER AGENCIES:

Portage County Health Department
Wood County Health Department

PURPOSE OF AGREEMENT:

The purpose of this agreement is to facilitate coordination of the provision of HIV Partner Services between Marathon County Health Department (Local Agency) and Portage and Wood County Health Departments (Member Agencies).

MARATHON COUNTY HEALTH DEPARTMENT AGREES TO:

1. Serve as the Local Agency for the provision of HIV Partner Services for Portage and Wood counties.
2. Notify county of residence within 2 working days when a HIV case is reported.
 - a. Portage County – reports will be made to the department’s Communicable Disease confidential voice mail box number 715-345-5907 (leave name of individual), requesting confirmation of receipt.
 - b. Wood County – reports will be made to Joanne Kuennen, Public Health Nurse per telephone at 715-421-8922. Marathon County will notify Wood County of a new report and request to be contacted (do not leave the name of the individual on voice mail).
3. Carry out the provisions of the HIV Partner Services that is consistent with current State Agency standards, policies, and procedures as stated in the Wisconsin Partner Services Policy and Procedure Manual. HIV Partner Services activities include:
 - a. Assist clients in identifying and notifying sex and needle sharing partners and others at risk;
 - b. Offer and refer clients/partners/contacts at risk for HIV prevention and behavior change counseling;
 - c. Offer HIV antibody testing to partners and contacts at risk;
 - d. Assess clients/partners/contacts medical and other needs;

- e. Assist clients/partners/contacts in linking to needed resources; and
 - f. Provide follow-up to ensure clients and contacts receive appropriate care.
4. Refer clients as appropriately with the ARCW (AIDS Resource Center of Wisconsin).
 5. Maintain working relationship and strict confidentiality in communicating with other health care providers involved in the care of the client.
 6. Locate and offer retesting to the individuals receiving indeterminate HIV test results.
 7. Consult with member agencies where an assigned case resides.
 8. Attend required HIV Partner Services meetings and required trainings conducted by the State Agency.
 9. Meet with representatives from Portage and Wood counties on an annual basis to update them on HIV Partner Services program and HIV/AIDS state initiatives.
 10. Meet with representatives from the ARCW on annual basis.
 11. Provide the number of new clients served each by January 15 to the member agencies' Health Officer.

HIV PARTNER SERVICES JURISDICTION MEMBERS AGREE TO:

1. Designate Health Department employee(s) from respective county to serve as liaison to MCHD HIV Partner Services public health nursing staff. Liaison available to field questions regarding available health care and community resources (e.g., HIV testing, etc.)
2. Provide private office space for Local Agency public health nurses to meet with clients/partners/contacts and arrange for HIV testing on site as needed. Local Agency public health nurse will work with Agency Member designated public health nurse to arrange a time whereby testing and vaccinations can be done in Agency Member's clinic setting.
3. Consult on client cases as needed (e.g., co-infections (Hep B, TB, case management services that are unable to be met through Local Agency or ARCW).

LOCAL /MEMBER AGENCY WITHDRAWAL

Marathon County Health Department agrees to continue to serve as Local Agency for HIV Partners Services until either party receives ninety-day notices to end current terms of the agreement. The terms of this MOU will be reviewed annually no later than December of the current agreement year.

Marathon County Health Department

Authorizing Signature

Name (Print)

Title

Date

Wood County Health Department

Authorizing Signature

Name (Print)

Title

Date

Organizational Structure Example: Memorandum of Understanding between Marathon County Health Department and Oneida County Health Department for Lead Hazard Investigation

Memorandum of Understanding (MOU) Between Marathon County Health Department and Oneida County Health Department

Purpose: The purpose of this agreement between Marathon County Health Department (MCHD) and the Oneida County Health Department (OCHD) is to define the scope of lead hazard investigation and clearance activities that will be performed by Marathon County Health Department on a fee for service basis as outlined by local health departments per Wisconsin Statutes s. 254.166.

MCHD will provide the following activities:

Lead Hazard Investigations, to include collect and ship samples to Wisconsin State Occupational Health Lab, Madison, WI; provide a property sketch outlining areas affected by lead; and provide corrective actions.

Lead Hazard Order, to include either a draft lead order for Health Officer's signature or provide consultation to the Health Officer or designee to write the order. All orders written by another agency whereby MCHD has been requested to provide lead hazard investigation and clearance activities, will be reviewed and updated as necessary by MCHD's Environmental Health Sanitarian. MCHD will be available to provide consultation to property owners and/or contractors to comply with lead hazard order – informing Health Officer or designee of consultation provided.

Lead Hazard Clearance, to provide an on-site visual inspection to verify that the work completed is in accordance to the order; collect and ship samples to Wisconsin State Occupational Health Lab; and provide a letter interpreting the results of the clearance sample to the Health Officer. Additionally, upon satisfactory clearance results provide the Property Investigation Closure Report (<http://www.dhs.wisconsin.gov/forms/F4/F44771D.pdf>) to the Health Officer.

MCHD will assure Environmental Health Sanitarians are certified in lead hazard and clearance investigations by the State of WI Department of Health Services, Bureau of Environmental and Occupational Health, Asbestos and Lead Section. A copy of proof of certification will be made available upon request. MCHD will retain a copy of records generated for given property.

OCHD will be responsible for the following activities;

Lead Hazard Investigation, provide on-site staff to accompany MCHD's Environmental Health Sanitarian. Provide MCHD with the Property Investigation Report, which would be completed and returned for submission (<http://www.dhs.wisconsin.gov/forms/F4/F44771C.pdf>).

Lead Hazard Order, Health Officer or designee will sign and issue lead hazard order. MCHD will either prepare or consult with Health Officer or designee as to contents of the order. Agency is responsible for carrying out any enforcement actions needed and ensuring the contractor has proper certification.

Lead Hazard Clearance, communicate the status of the clearance to the property owner. Submit necessary paperwork to the State of WI – Division of Health, Bureau of Environmental and Occupational Health. Provide on-site staff to accompany MCHD’s Environmental Health Sanitarian.

Agency is responsible for providing all written and verbal communication to the property owner.

Terms of Reimbursement

OCHD agrees to reimburse MCHD as follows: OCHD shall reimburse MCHD for the hourly wage concerning the necessary time spent by MCHD employees for the above activities, including necessary telephone and travel time; mileage at the current IRS rate, and actual material and shipping costs for samples. In addition, a 10% indirect fee based upon 10% of the hourly wage charges will be added to cover administrative costs. No other costs shall be allowed, and the parties acknowledge and agree that it is not the intent to have MCHD profit from providing these services, but rather, only to be reimbursed for its actual and necessary costs. Furthermore, all such services and materials shall be for projects as requested by OCHD, and MCHD agrees to provide a breakdown of the anticipated costs, including the hourly wages, mileage and materials expenses anticipated to be approved by OCHD in advance of any work or services or materials being provided.

MCHD will issue an invoice within 60 days of service. Agency agrees to reimburse within 30 days of receipt of any reasonable invoice addressed to Dale Grosskurth, Director of Environmental Health & Safety, 1000 Lakeview Drive, Suite 100, Wausau, WI 54403-6786.

Termination

This Agreement may be terminated at any time by either party by providing written notification to either party. This Agreement remains in effect for one year upon signing, unless terminated in accordance with the above provision.

Indemnity/Disputes

MCHD agrees that it shall hold harmless, save and indemnify OCHD for and from any and all claims, liability, damages, demands, third-party claims, counterclaims, cross-claims and/or judgments sought by OCHD and/or any other person, party, entity and/or business arising out of and/or relating to any wrongful act and/or omission of MCHD, its employees, agents, contractors, and/or subcontractors. Any and all disputes arising out of and/or relating to this agreement and/or the services thereunder shall be venued in and only in the circuit court located in Oneida County, Wisconsin. No other venue is allowable. MCHD agrees to waive any statutory damage limitation and/or immunity provision that may reduce or abrogate its indemnity requirement hereunder.

Parties hereby agree to, and incorporate by reference, the contract clauses attached hereto as Addendum A.

BY SIGNING BELOW THE SIGNORS AFFIRM AND ACKNOWLEDGE THAT: they have read and understand Agreement and its Attachments, if any; they have authority to enter into Agreement on behalf of the Entity, Corporation, or County they are signing for; they are knowingly, freely, and voluntarily entering into Agreement; and that they accept and agree to be bound by the terms and conditions of Agreement and its Attachments, if any, as outlined in Agreement.

 Joan Theurer, Health Officer
 Marathon County Health Department

_____ Date

 Ted Cushing, Oneida County Board Chair
 Oneida County Health Department

_____ Date

 Romelle Vandervest, Chairwoman Date

Oneida County Board of Health

Addendum A**STANDARD CONTRACT CLAUSES**

Effective Date. The effective date of this Agreement shall be the date of the last signature on the Agreement.

Standard of Care. The same degree of care, skill, and diligence shall be exercised in the performance of the Services as is ordinarily possessed and exercised by a member of the same profession, currently practicing, under similar circumstances in the State of Wisconsin.

Survival. The warranties, representations and covenants of this Agreement shall survive completion of the Services under this agreement or any termination of this Agreement.

Delay in Performance. Neither party shall be considered in default of this Agreement or any Task Order for delays in performance caused by circumstances beyond the reasonable control of the nonperforming party. For purposes of this Agreement, such circumstances include, but are not limited to, abnormal weather conditions, floods, earthquakes, fire, epidemics, war, riots, and other civil disturbances, strikes, lockouts, work slowdowns, and other labor disturbances, sabotage, judicial restraint, and delay in or inability to procure permits, licenses or authorizations from any local, state or federal agency for any of the supplies, materials, accesses, or services required to be provided by either party under this Agreement or any Task Order. The nonperforming party shall be granted a reasonable extension of time for any delay in its performance caused by any such circumstances.

Notices. Any legal notice required by this Agreement shall be made in writing to the address specified below:

Oneida County: Oneida County
 Attn: Mary Bartelt
 P.O. Box 400
 Rhinelander, WI 54501

Marathon County: Marathon County Health Department
 Attn: Health Officer
 1000 Lake View Drive, Suite 100
 Wausau, WI 54403-6786

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the parties.

Waiver A waiver by either of the parties of any breach of this Agreement shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.

Severability The invalidity, illegality or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement or any Task Order. Any void provision shall be deemed severed from this Agreement and the balance of this Agreement shall be construed and enforced as if it did not contain the particular portion or provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

Assignment Neither party shall assign any rights or duties under this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld; provided, however, Marathon County may assign its rights to payment without Oneida County's consent. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement.

Independent Consultants Nothing contained in this Article shall prevent Marathon County from engaging independent consultants, associates and subcontractors to assist in the performance of the Services, provide Marathon County is paying all expenses related to the engaging those individuals. Any consultant hired on behalf of Oneida County, whereby Oneida County is responsible for costs and fees, requires Oneida County's written consent.

No Construction against Either Party. This agreement is the product of negotiations between the parties and was either reached with the advice of legal counsel or the opportunity to obtain legal counsel, and shall not be construed against either party.

Multiple Originals. This contract may be executed in multiple originals, each of which together shall constitute a single agreement.

Captions. The parties agree that in this contract, captions are used for convenience only and shall not be used in interpreting or construing this contract.

No Partnership or Joint Venture. This contract shall not in any way be deemed to create a partnership or joint venture between the parties to the agreement.

Statutory Protections. It is agreed by the parties that nothing in this contract, including but not limited to indemnification and hold harmless clauses, shall in any way constitute a waiver on the part of the County of any immunity, liability limitation or other protection available to the County under any applicable statute or other law. To the extent that any provision of this contract is found by any court of competent jurisdiction to conflict with any such legal protection, then whichever protections, either statutory or contractual, provide a greater benefit to the County shall apply unless the County elects otherwise.

Open Records Law Compliance. Marathon County understands and agrees that, because County is a party to this contract, provisions of the Wisconsin Open Records Law and other laws relating to public records may apply to records kept by Marathon County. Marathon County agrees to fully comply with such laws, and to cooperate with Oneida County in its compliance with such laws. Cooperation shall include, but not be limited to, the provision of records, or copies of records to Oneida County or others upon the request of Oneida County. Compliance and cooperation of Marathon County shall be at its sole cost and expense.

Organizational Structure Example: Memorandum of Understanding for Emergency Preparedness between Ashland County Health & Human Services Department and the Bad River Indian Tribe

MEMORANDUM OF UNDERSTANDING BETWEEN ASHLAND COUNTY HEALTH DEPARTMENT AND BAD RIVER HEALTH SERVICES

I. Purpose of Agreement

To facilitate cooperation between Ashland County Public Health Department and the Bad River Health Services in the event of a communicable disease outbreak, natural disaster, or other catastrophic event.

II. Emergency Plan Coverage

The Ashland County Emergency Operations Plan (EOP) will cover all residents of Ashland County.

III. Conditions for Accessing Assistance

In the event of a communicable disease outbreak, natural disaster, or other catastrophic event within Ashland County, the Ashland County Health Department and Bad River Health Services agree to assist each other with:

- Epidemiological investigations
- Prevention activities
- Obtaining lab specimens as needed
- Other activities as deemed necessary

Staff from each Health Department will work under the general supervision of the Ashland County Health Officer. The County Health Officer will work with the Bad River Health Services to determine the need for medical orders, policies/procedures, and/or other necessary coordinating activities. Resources that will be available in the event of an emergency include, but not limited to:

1. Northern Region Office of the Division of Public Health
2. Division of Public Health, Bureau of Communicable Disease
3. Ashland County Emergency Operations Plan (EOP)
4. "Control of Communicable Diseases Manual", APHA
5. Indian Health Service, Bemidji Area
6. Great Lakes Inter-Tribal Council

IV. Terms of Agreement

This agreement becomes effective when signed by both parties. Either party may terminate or modify this agreement by providing a written, 30-day notice, to the other party. This agreement shall be reviewed every two years.

Ashland County Health Officer

Date

Bad River Health Services Director

Date

Organizational Structure Example: Memorandum of Understanding between Northern Health Centers, Inc. and Marinette County Public Health for Seal-A-Smile

MEMO OF UNDERSTANDING BETWEEN Northern Health Centers, Inc. AND Marinette County Public Health

Marinette County Public Health and Northern Health Centers, Inc. intend by this agreement to set forth the mutual goals, objectives, and scope of the Seal a Smile preventive dental health project. The parties agree as follows:

I. DEFINITIONS

MCPH: Marinette County Public Health

NHC: Northern Health Centers, Inc., a Federally Qualified Health Center serving Langlade, Marinette, Oconto, Forest and Florence Counties.

SAS: Wisconsin Seal a Smile, a statewide sealant program that offers grants to local school-based programs targeting underserved children. These community efforts involve a variety of health care professionals including public health, school nurses, dentists, dental hygienists and dental assistants. A combination of volunteers and paid professionals organize SAS programs. Programs include dental examinations, topical fluoride varnish applications, sealants and retention checks.

Dental Hygiene Services: Shall be as defined in Wisconsin State Statute 447 Dental Examining Board. Dental Hygienist shall be an employee of NHC and dental hygiene services shall be delivered in accordance with 447.06 and as such dental hygiene services are provided for the school boards of Marinette County School Districts.

Public Health Services: Shall be defined in Wisconsin State Statute 253 Maternal and Child Health.

II. MUTUAL GOALS AND OBJECTIVES

1. Identify students who might be appropriate for SAS.
2. Deliver the SAS project.
3. Improve the overall oral health of students involved in the project.

III. IDENTIFIED PARTNERS

Identified partners in this project include the following:

- Marinette County School Districts, who will provide space within the school, assistance with coordination of the event at the schools including identifying students appropriate for SAS, obtaining the appropriate permissions and forms,

and, if possible, assistance with identifying potential parent or other volunteers to assist on the date of SAS service delivery at targeted schools.

- Marinette County Public Health Nurses, who will assist in SAS service delivery, clinic setup and documentation at targeted schools. MCPH nurses will also serve as advocates in offering school based services and linking people to services.
- NHC, which will provide the Registered Dental Hygienist/s who will deliver the school based care and project oversight.

IV. TARGET POPULATION

The target population will be all Marinette County Public School District second and sixth grade students and students in need of retention checks from prior year placements with an emphasis on those students who do not have access to dental care, are uninsured, and/or are covered by Wisconsin Medical Assistance or BadgerCare.

V. PROGRAM INFORMATION

1. As outlined in Seal a Smile Program Description Attachment A.

VI. FINANCING PLAN

Funding: NHC shall provide the funds required to deliver the program.

Staffing: Clinical staff shall be NHC and MCPH employees.

Billing: NHC will bill and collect for the preventive dental health services provided. NHC will compensate MCPH at a mutually agreeable reimbursement rate for public health nursing services provided. A portion of public health services will be provided "in kind".

VII. POLICIES AND PROCEDURES

While on site, NHC and MCPH agree to follow those policies, procedures, and administrative directives or other documents as specified by this agreement.

VIII. HIPAA COMPLIANCE AND CONFIDENTIALITY

HIPAA Compliance: MCPH and NHC shall be in compliance with all applicable aspects of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Administrative Simplification Section, Title II, Subtitle F, regarding standards for privacy and security of PHI (protected health information) as outlined in the Act.

NHC Requirements. Marinette County Public Health Nurses, as a business associate of NHC, must agree to appropriately safeguard any protected health information received from, or created or received by MCPH on behalf of NHC in accordance with NHC and MCPH policies and applicable state and federal laws.

A. Appropriate Uses and Disclosures of PHI. PHI may be used or disclosed by MCPH or NHC:

- for the proper management and administration of its business;
- for purposes of treatment, payment (if allowed by law), or healthcare operations;
- for the purpose of providing data aggregation services relating to the health care operations of MCPH or NHC ("data aggregation" means combining protected health information created or received by the provider to permit data analyses that relate to the health care operations of a covered entity); or
- for purposes set forth in MCPH or NHC policies or required by law.

MCPH and NHC will not use or further disclose the information other than as permitted or required by this Agreement, or as required by law. Any other use or disclosure of protected health information must be made pursuant to a properly executed Release of Information.

B. Subcontractors. MCPH will ensure that any agents, including any subcontractors, to whom it provides protected health information received from, or created or received by MCPH on behalf of NHC agrees to the same restrictions and conditions that apply to NHC with respect to such information.

D. Cooperation with the Secretary of Health and Human Services. MCPH will make its internal practices, books, and records relating to the use and disclosures of protected health information received from, or created or received by MCPH on behalf of NHC available to the Secretary of Health and Human Services, or its designee, for the purpose of determining MCPH's compliance with the Health Insurance Portability and Accountability Act of 1996.

E. Agreement Termination. At termination of this Agreement, MCPH will return all protected health information received from, or created or received by MCPH on behalf of NHC that MCPH still maintains in any form, and will retain no copies of such information. If such return is not feasible, MCPH must extend the protections of this Agreement to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.

F. Breaches of Confidentiality. If MCPH becomes aware of a material breach or any violation of its obligation to protect the confidentiality and security of consumers' protected health information, MCPH must immediately take reasonable steps to cure the breach or end the violation, and must report the breach or violation to the NHC Privacy Officer. The alleged breach or violation will be investigated and an appropriate sanction issued. NHC reserves the right to terminate this Agreement if it determines that MCPH has violated a material term of the Agreement.

X. NOTICE

Any notice substantially affecting the terms or conditions of this Agreement shall be directed to:

MCPH: Mary Rosner, Public Health Officer
NHC: Shelly White, Executive Director

XI. INDEMNIFICATION

The parties shall protect, defend, and indemnify one another, one another's Board members, officers, agents, volunteers, and employees from any and all liabilities, claims, liens, demands, costs, and judgments, including court costs, costs of administrative proceedings, and attorney's fees, which arise out of the occupancy, use, service, operations, performance or nonperformance of work, or failure to comply with federal, state, or local laws, ordinances, codes, rules and regulations, or court or administrative decisions, negligent acts, intentional wrongdoing, or omissions by either party, its officers, employees, agents, representatives, or subcontractors in connection with this Agreement. Nothing herein shall be construed as a waiver of any public or governmental immunity granted to NHC and/or any representative of NHC as provided in statute or court decisions.

XII. TERMINATION

Termination Without Cause. Either party may terminate this agreement by giving thirty (30) days written notice to the other party.

Termination Effective Immediately Upon Delivery of Notice. The above notwithstanding, either party may immediately terminate this agreement if upon reasonable investigation it concludes:

1. That the other party's Board of Directors, Executive Director, or other officer or employee has engaged in malfeasance;
2. That the other party lost its state licensing (if applicable);
3. That the other party lost its eligibility to receive state or federal funds;
4. That the other party cannot maintain fiscal solvency.

XIII. AUTHORITY TO SIGN

The persons signing below certify by their signatures that they are authorized to sign this Agreement on behalf of the party they represent, and that this Agreement has been authorized by said party.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year written below.

Marinette County Public Health

NHC

[Redacted Signature]

[Redacted Signature]

8-26-13

8-26-13

Public Health Officer

Date

Executive Director

Date

Tool: MOU between Northern Health Centers, Inc. and Marinette County for Seal-A-Smile

ATTACHMENT A

Seal A Smile Program Description

The Seal a Smile Program is a School Based dental sealant program. School-based dental sealant programs seek to assure that children receive a highly effective but underutilized dental prevention service through a proven community-based approach. School-based sealant programs are designed to maximize effectiveness by targeting high-risk children. High-risk children include vulnerable populations less likely to receive private dental care, such as children eligible for free or reduced-cost lunch programs. Children and their parents are made aware of dental sealants, their value and the availability of sealants through the school program. Once signed parental consent forms have been returned, children are evaluated for their sealant needs and dental professionals place the sealants. School-based sealant programs address the unmet dental care needs of the children seen and assure quality of care by providing follow-up evaluation and repair of the sealants placed through the program.

When assessing the need for sealants, examiners in school-based sealant programs identify children with treatment needs, such as untreated decay, and notify parents and school nurses if applicable.

Organizational Structure Example: Mutual Aid Agreement for Incident Responses Template

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.
- d) 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: _____

Organizational Structure Example: Vilas, Oneida, and Forest County Syndromic Surveillance Group Initiative Interagency Policy and Procedures

Vilas, Oneida, and Forest County Syndromic Surveillance Group

POLICY & PROCEDURE	Vilas, Oneida, and Forest County Syndromic Surveillance Group:	
TITLE:	Health Alert System	
EFFECTIVE DATE:	12/2007	
DATE REVIEWED/REVISED:	02/19/2013	
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ESSENTIAL PUBLIC HEALTH SERVICES:		
	X 1 Monitor/Solve	6 Enforce
	X 2 Diagnose & Investigate	X 7 Link
	X 3 Inform/Educate	X 8 Assure Competent Workforce
	4 Mobile	9 Evaluate
	X 5 Develop Policy & Plans	10 Research

PURPOSE STATEMENT: This policy will outline the framework for how the Syndromic Surveillance Group prevents and controls outbreaks of infectious illness in our communities utilizing the health alert system.

OBJECTIVES:

1. Facilitate communication of essential health and emergency information to health care facilities and other appropriate partners by Vilas, Oneida and Forest County Health Departments.
2. Facilitate reporting of infectious disease symptoms to Vilas, Oneida, and Forest County Health Departments, by health care facilities and other appropriate partners.

WHO PERFORMS ACTIVITIES (JOB TITLES): See Surveillance Group Contact List

SUPPLIES/EQUIPMENT/FORMS NEEDED: Computer with email/internet access; Fax machine; Telephone service; Health Alert Template

DEFINITIONS:

EMS: Emergency Medical Services

ER: Emergency Room

PHD: Public Health Department

UC: Urgent Care

PROCEDURE:

1. Open and maintain communication between health care facilities, partners and PHD
 - a. Quarterly meetings of Syndromic Surveillance Group
 - b. Other communications ongoing basis as needed
2. Develop and maintain contact database for all facilities and partners
 - a. Contact database on listserv
 - b. Notify group immediately of any necessary changes to database
 - c. Listserv also to include back-up contacts
 - d. Maintain current fax list for all facilities open on weekends/holidays/after-hours, such as ER, UC, and EMS
 - e. Include border counties of MI on listserv
3. Develop and utilize Health Alerting System
 - a. Health Alerts to be emailed to all on Listserv
 - b. Health Alerts will maintain integrity of the message while preserving confidentiality.
 - c. Health Alert to contain the following information:
 - i. Information re: emergent public health concerns

- ii. Signs/symptoms to be alert for
 - iii. Reporting requirements
 - iv. Action steps
 - v. Resources for additional information
- d. On weekends/holidays/after-hours, notice will be faxed to all open facilities, such as ER, UC, and EMS. Back-up notification will be sent via email to listserve.
- e. Infection control and related informational updates will also be sent to listserve, with a notice of “FYI only” in message
- f. Follow up email will be sent to listserve by PHD notifying facilities of updates and/or outcomes of alert
- g. Explore other state sponsored programs to facilitate alerting system
- 4. Develop and utilize system for facilities to contact PHD when suspect infectious disease symptoms exceed normal threshold
 - a. Utilize informational flow chart for notification of PHD by facility
 - b. Reporting of Communicable Disease
 - Chart of suspect disease symptoms to be utilized as resource by facility contact and designated personnel
 - Facility contact will call info to PHD (Do NOT Fax)
 - On weekends/holidays/after-hours, contact person or designated facility personnel will call sheriff’s department dispatch. Call will go to PHD/dispatch in patient’s county of residence. If more than one county involved, either PHD/dispatch may be notified. That county will then contact other county.
 - c. Provider education
 - Facility contacts will be responsible for education of providers and staff on reporting policy
 - Current info will be and accessible to each and every provider and resource person
- 5. Test the system and implement changes as needed
 - a. Yearly testing of system to be performed by Surveillance group
 - b. Actual events may count as test of system
 - c. Facility contacts will be responsible for implementing changes within their systems as appropriate

REFERENCES:

PHEP (Public Health Emergency Plan)

LEGAL AUTHORITY:

WI State Statute 252

RELATED DOCUMENTS:

Public Health Surveillance Contact List

Flow chart: From Health Care Facility to PHD

Reportable Disease Symptoms Tool