



INSTITUTE FOR WISCONSIN'S HEALTH INC.

Exploring Service Sharing to Improve Tribal Public Health

Agreement Examples & Worksheet

September 2014

Background

This packet includes examples of existing service sharing agreements involving tribal health departments and a new worksheet that may be of use to tribal health departments considering development of a memorandum of understanding. The worksheet is still being tested so we encourage readers to provide feedback to us on its usefulness and to make suggestions for improvement.

These agreements address various services, partnership types and geographic regions and are compiled here at the suggestion of tribal public health leaders in Wisconsin who believed that such examples could be instructive to those considering development of similar agreements. We do intend to update this packet as more agreements are shared, so please contact us if you have additional examples for consideration.

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California Tribal Epidemiology Center

Data Sharing Agreement

between

California Rural Indian Health Board (CRIHB)
as the contractor for the
California Tribal Epidemiology Center

and

California Tribal and Urban Indian Health
Programs

Data Sharing Agreement

This Data Sharing Agreement (“Agreement”) is made and entered into as of the latter date signed below (the “Effective Date”) by and between the _____ (“Indian Health Program”) and the California Rural Indian Health Board (“CRIHB”) legal contractor for the California Tribal Epidemiology Center (“California Tribal EpiCenter”) for purposes of providing data to the California Tribal EpiCenter in compliance with the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and implementing regulations, as they may be amended from time to time.

WITNESSETH:

WHEREAS the Patient Protection and Affordable Care Act (Public Law 111-148) includes amendments to the Indian Health Care Improvement Act at section 214(e); a provision that gives Tribal Epidemiology Centers “public health authority” status (as defined at 45 Code of Federal Regulations (CFR) §164.501) under HIPAA, and

WHEREAS the Indian Health Service (IHS) is a Health Oversight and Public Health Agency, as defined by HIPAA, and

WHEREAS IHS funds Tribal Epidemiology Centers which use patient information from IHS/Tribal/Urban service units in order to produce information regarding the health and health services of American Indians and Alaska Natives; and

WHEREAS the Tribal Epidemiology Centers are authorized by Section 214(a)(1), Public Law 94-437, Indian Health Care Improvement Act, as amended by Public Law 573; and

WHEREAS CRIHB has agreed to operate the California Tribal EpiCenter in consultation with the California Tribal EpiCenter Advisory Council; and

WHEREAS the Indian Health Program and the California Tribal EpiCenter, are committed to sharing data in order to promote the purposes of the California Tribal EpiCenter and in compliance with HIPAA, the Health Information Technology for Economic and Clinical Health (HITECH) Act and regulations promulgated there under; and

WHEREAS, the purpose of this Agreement is to satisfy the obligations of the parties under HIPAA and the HITECH Act and to ensure the availability, integrity and confidentiality of information disclosed or made available to the California Tribal EpiCenter and information that the California Tribal EpiCenter may use, disclose, receive, transmit, maintain or create from the Indian Health Program data.

NOW, THEREFORE, in consideration of the foregoing recitals and other good and valuable consideration, the recipient and sufficiency of which is hereby acknowledged, the parties agree as follows:

Definitions

Terms used but not otherwise defined in this Agreement shall have the same meaning as those terms in HIPAA.

Individual shall have the same meaning as the term ‘individual’ in 45 CFR Sect. 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Sect. 164.502(g) of the Privacy Rule.

California Tribal EpiCenter shall mean the Tribal Epidemiology Center operated by CRIHB under a contract with IHS.

California Tribal EpiCenter Advisory Council, shall mean a broad-based committee to advise and support the California Tribal EpiCenter consisting of Indian Health Program community members, health care providers, and outside technical experts in epidemiology and public health.

Data Recipient shall mean California Tribal EpiCenter.

De-identified Data shall have the same meaning as the term ‘de-identified data’ in 45 CFR Sect. 164.514(a) and (b) of the Privacy Rule.

Institutional Review Board or IRB shall mean the CRIHB IRB until such time as a separate IRB is established for the California Tribal EpiCenter.

Limited Data Set shall have the same meaning as the term ‘limited data set’ in 45 CFR 164.514(e) of the Privacy Rule.

Privacy Rule shall mean the Standards for Privacy of the Individually Identifiable Information at 45 CFR Part 160 and Part 164, Subparts A and E, as amended from time to time.

Protected Health Information or PHI shall have the same meaning as the term ‘protected health information’ in 45 CFR Sect. 164.501 of the Privacy Rule, to the extent such information is created or received by the Data Recipient from the Indian Health Program.

Required by Law shall have the same meaning as the term ‘required by law’ in 45 CFR Sect. 164.501 of the Privacy Rule.

Security Rule shall mean the HIPAA Security Standards at 45 CFR Parts 160, 162, and 164.

1. Obligations of the Indian Health Program

1.1 The Indian Health Program shall provide direct service health data to the California Tribal EpiCenter in the following manner, consistent with protection of the rights of individuals and tribes to confidentiality:

A. The Indian Health Program agrees to provide on a monthly basis to the Data Recipient, copies of the data fields included in the Patient Registration and Visit export files for its Indian clients.

B. The Indian Health Program agrees to provide the Data Recipient on a monthly basis, the data on computer media in format specified by the Data Recipient (e.g. Excel Spreadsheet,

American Standard Code for Information Interchange [ASCII] file) and agreed to by the Indian Health Program.

1.2 The Indian Health Program agrees to allow the Data Recipient to access the Indian Health Program's electronic data (i.e., IHS Export Reports) provided to the IHS National Patient Information Registry System including, but not limited to, demographic, workload, clinical data, and the National Data Mart data.

2. Obligations of the Data Recipient

2.1 The Data Recipient will be required to use and/or disclose the PHI only for purposes necessary to conducting epidemiological activities, or as required by law. Such uses and disclosures may include, without limitation:

- Linking data from the Indian Health Program with
 - Medicaid and Medicare program data
 - California Office of Statewide Health Planning and Development Data
 - Birth and Death Certificate data
 - Cancer Surveillance, Epidemiology and End Results (SEER) Registry
- Producing Epidemiological Reports, Issue Briefs and Fact Sheets
- Producing Epidemiological Newsletters
- Producing Epidemiological Studies related to diseases, disabilities, injuries, health care or deaths

2.2 The Data Recipient shall limit requests for PHI data to be disclosed by the Indian Health Program to the minimum information necessary to accomplish purpose(s) in connection with the California Tribal EpiCenter.

2.3 The Data Recipient agrees to use appropriate safeguards to prevent use or disclosure of PHI other than as provided for by this Agreement.

2.4 The Data Recipient acknowledges that the use of unsecured telecommunications, including the Internet, to transmit individually identifiable or deducible information is prohibited.

2.5 The Data Recipient agrees to report in writing to the Indian Health Program Privacy Official any use or disclosure of any portion of the PHI not provided for by this Agreement of which it becomes aware, including, without limitation, any disclosure to an unauthorized subcontractor or other individual within five (5) business days of its discovery.

A. The Data Recipient shall promptly investigate any alleged improper disclosure; promptly resolve any problems identified by the investigation; submit a corrective action plan with steps designed to prevent any further unauthorized disclosures; and/or require that all PHI files be returned or, if return is infeasible, destroyed immediately.

B. The Data Recipient shall provide the Indian Health Program with a copy of its findings and corrective action plan.

2.6 As legal contractor for the California Tribal EpiCenter, CRIHB agrees that it shall obtain and maintain a written agreement with any entity to whom provides PHI that will hold the

entity to the same restrictions and conditions that apply thru this agreement with respect to such information. Such entities include any subcontractor who is processing data for the California Tribal EpiCenter.

2.7 The Data Recipient agrees not to contact any individual whose PHI is contained in the data it has received from the Indian Health Program.

2.8 The Data Recipient agrees to notify the Indian Health Program in writing within five (5) business days of their receipt of any court order or administrative request or subpoena for any portion of the PHI or other information provided by the Indian Health Program pursuant to this agreement. To the extent that the Indian Health Program decides to assume responsibility for challenging the validity of such request, Data Recipient will cooperate fully with the Indian Health Program in any such challenge.

2.9 The Data Recipient may disclose to other parties the minimum necessary data to conduct epidemiological studies as approved by the IRB, and in compliance with the purposes described in section 2.1 above. Wherever possible, only a Limited Data Set will be disclosed under the provisions of a Data Use Agreement entered into between Data Recipient and the other party(ies).

2.10 The Data Recipient may disclose De-Identified information to other parties without IRB approval in compliance with the purposes described in section 2.1 above. Such data may only be disclosed when approved by the Data Recipient's Corporate Compliance Officer or Privacy Officer.

2.11 The Data Recipient agrees to provide copies of any studies or reports prepared as a result of access to the Indian Health Program's data under this Agreement, and to allow the Indian Health Program to reprint or distribute same without charge, to the extent permitted under copyright protection laws and any applicable agreements as to copyright or related intellectual property rights. Such studies or reports may include:

- Epidemiological Reports, Issue Briefs and Fact Sheets
 - Community Health Profiles
 - American Indian Health in California
 - Service Utilization and Outcomes
 - Funding and Payment for Services
 - Morbidity and Mortality
- Epidemiological Newsletters
 - Morbidity and Mortality
- Epidemiological Studies related to diseases, disabilities, injuries, health care or deaths

3. Security of Data

3.1 The California Tribal EpiCenter will comply with the HIPAA Security Rule and the HITECH Act.

3.2 All reasonable precautions shall be taken by the California Tribal EpiCenter to secure the Indian Health Program's data from other individuals who are not specifically authorized access, including but not limited to the following:

- A. Data shall be kept on a password-protected file server located in a secure environment.
- B. Data will be kept in a separate directory on the server and shall be accessible only by the California Tribal EpiCenter, its Corporate Compliance Officer, Privacy Officer, Security Officer, or staff members specifically authorized access pursuant to this Agreement.
- C. Only De-identified Data, or Limited Data Sets with encrypted PHI, shall be kept behind firewalls on laptop or desktop computers, and those computers will be password-protected.

3.3 Only those individuals who are working on behalf of the California Tribal EpiCenter and who specifically require access to such data in performance of their assigned duties shall have access to these data. Access to the data will be limited to the minimum necessary data for the individual to perform the function for which the data is required. Prior to any data transfer under this Agreement, all those who will have access to the information will be notified of the use and disclosure requirements. Also prior to any transfer of any data, individuals who will have access to the data shall sign the confidentiality of patient information form.

4. Term and Termination

4.1 The provisions of this Agreement shall be effective as of the Effective Date and continue in effect for three years. The term may be automatically renewed for successive three -year terms.

4.2 The Agreement may be terminated by either party by providing written notice to the other party within the sixty (60) days prior to any renewal of the Agreement.

4.3 The Agreement shall terminate automatically if all of the PHI provided by the Indian Health Program to the Data Recipient is destroyed or returned to the Indian Health Program. If it is infeasible to return or destroy the PHI, Data Recipient shall so notify the Indian Health Program of that fact, and shall continue to extend the protections of this agreement to such information for so long as Data Recipient retains the PHI.

4.4 Upon the Indian Health Program's learning of any material breach of this Agreement by the Data Recipient, the Health Program shall provide the Data Recipient with written notice of the breach and an opportunity to cure the breach. If the Data Recipient fails to cure the breach to the satisfaction of the Indian Health Program within twenty (20) days following its receipt of notice, the Indian Health Program may thereupon immediately terminate this Agreement.

5. Indemnification

5.1 The California Tribal EpiCenter shall indemnify, defend and hold harmless the Indian Health Program, and its trustees, agents, officers, servants, and employees, and its respective successors, heirs, subcontractors and assigns ('Indemnities') from and against any claim cause of action, liability, damage, cost or expense (including, without limitation, reasonable attorney's fees and court costs) arising out of or in connection with any unauthorized or prohibited Use or Disclosure of the PHI or any other breach of this agreement by the Data Recipient or any of its subcontractors, agents or persons

under the Data Recipient's control or failure to perform the obligations hereunder by the Data Recipient, its employees, officers, volunteers, assigns, or contractors.

6. Additional Provisions

6.1 A reference in this Agreement to a section in the Privacy Rule means the section as amended or as renumbered.

6.2 The parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for the Indian Health Program and Data Recipient to comply with the requirements of HIPAA, the HITECH Act or other applicable privacy or security regulations.

6.3 Sections 2.1 and 2.3 through 2.8 of this Agreement shall survive termination of this Agreement.

6.4 Any ambiguity in this Agreement shall be resolved to permit the Indian Health Program to comply with the Privacy Rule.

6.5 There are no intended third party beneficiaries to this Agreement. Without in any way limiting the foregoing, it is the parties' specific intent that nothing contained in this Agreement gives rise or shall give rise to any right or cause of action, contractual or otherwise, in or on behalf of the individuals whose PHI is used or disclosed pursuant to this Agreement.

6.6. No provision of this Agreement may be waived except by an agreement in writing signed by the waiving party. The waiver of any term or provision shall not be construed as a waiver of any other term or provision.

6.7 The persons signing below hereby warrant that they have the right and authority to execute this Agreement and no further approvals are necessary to create a binding agreement.

6.8 This Agreement represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations or agreements, either written or oral, regarding its subject matter. Without limiting the foregoing, no provision of any other agreement or understanding between the parties limiting the liability of the Data Recipient to the Indian Health Program shall apply to the breach of any covenant in this Agreement by the Data Recipient.

6.9 This Agreement shall not be amended except through a written amendment signed by both parties hereto.

6.10 This Agreement shall be construed in accordance with and governed by the laws of the State of California.

IN WITNESS WHEREOF, the parties have executed this Agreement
APPROVED BY:

INDIAN HEALTH PROGRAM

CALIFORNIA TRIBAL EPIDEMIOLOGY
CENTER

By: _____

By: _____

(print name)

James Allen Crouch, MPH

Title: _____

Executive Director

Address:

California Rural Indian Health Board, Inc.
4400 Auburn Blvd., Second Floor
Sacramento, CA 95841

Date: _____

Date: _____

AGREEMENT

AGREEMENT made this 1st day of June 2000, by and between the Gila River Indian Community, P.O. Box 97, Sacaton, Arizona 85228 (the "Community") by and through the Community Department of Public Health and the Arizona Department of Health Services (the "ADHS") to share information in accordance with the terms and conditions stated in this agreement. This exchange is predicated on the mutual assurance that identifying information for persons which is exchanged is protected from release by law and shall be kept strictly confidential.

NOW THEREFORE AND IN CONSIDERATION of mutual covenants and agreements as set forth below, the parties agree as follows:

I. ADHS agrees to provide, or continue to provide, the Community with the following files annually on or before June 1 following the year for which the data applies:

1. Confidential birth and death records, including underlying cause(s) of death, for individuals residing within the Gila River Indian Community. Residency will be determined by methodology mutually agreed to by both parties.
2. Confidential Hospital Discharge Database files for individuals residing within the Gila River Indian Community. Residency will be determined by methodology mutually agreed to by both parties.
3. Communicable disease surveillance data and tracking information for individuals residing within the Gila River Indian Community including but not limited to laboratory reports submitted to the State by clinical laboratories outside of the Gila River Indian Community. Residency will be determined by methodology mutually agreed to by both parties.
4. Confidential Birth Defect Registry and Cancer Registry files for individuals residing within Gila River Indian Community. Residency will be determined by methodology mutually agreed to by both parties.

II. The Community agrees to provide or continue to provide ADHS with the following:

1. The name or names of the Community local health officer(s) to whom ADHS can provide the information designated under Section I.
2. Communicable disease reports for individuals residing within the Gila River Indian Community.

**June 1, 2000 Agreement Between the Community
Department of Public Health and the Arizona
Department of Health Services ("ADHS")**

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III. In addition the parties agree to:

1. Provide the information following a mutually agreeable format.
2. Carefully restrict use of the information. The information may only be used for public health purposes and for aggregated statistical tabulations and analyses. Vital records provided by ADHS and the Community are for the use of the Community Public Health Department only and no copies may be made of such records to provide to other persons.
3. Prohibit identifiable information about a person that was supplied under the terms of the agreement from being released to anyone not employed in the direct operation of the respective agency receiving the exchanged information.
4. Require all officers, agents, and employees to keep all such shared information strictly confidential, to communicate the requirements of this section to all officers, agents, and employees, to discipline all persons who may violate the requirements of this section, and to notify the originating party in writing within forty-eight (48) hours of any violation and corrective actions to be taken.
5. Use information provided under the provisions of this agreement only for the purposes named in this agreement. Use of data beyond the terms of this agreement may result in immediate termination of this agreement by the originating party.
6. Prohibit publication by ADHS of Gila River Indian Community specific information without the written consent of the Community Governor, the Lt. Governor, or the Community General Counsel.
7. Terminate this agreement immediately upon the written notification of either party to terminate the agreement.
8. Not amend this agreement without prior written approval of both parties to the agreement.
9. This agreement being in effect from the date of execution until terminated by either of the parties. Termination shall be in writing and effective upon receipt by the part receiving the written termination.

**June 1, 2000 Agreement Between the Community
Department of Public Health and the Arizona
Department of Health Services ("ADHS")**

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10. Send all notices required or desired to be made by either party to this agreement by certified mail to the following respective addresses:

Executive Director
Department of Public Health
Gila River Indian Community
P.O. Box 7
Sacaton, AZ 85247

Office Chief
Office of External Affairs and Policy Development
Arizona Department of Health Services
1740 W. Adams Street
Phoenix, AZ 85007

11. The assurance that by signing this agreement that their agency has the right to keep information covered by this agreement confidential.

IV. Total Integration of the Agreement

1. The parties understand and agree that this agreement constitutes the total agreement between them and that no promises, terms, or conditions not recited herein or incorporated herein or referenced herein shall be binding upon either of the parties.


**June 1, 2000 Agreement Between the Community
Department of Public Health and the Arizona
Department of Health Services ("ADHS")**

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IN WITNESS WHEREOF, the parties have executed this Agreement on the day first written above.

FOR THE ADHS


Dated: 6/1/00



for James L. Schamadan, M.D.
Acting Director

**FOR THE
GILA RIVER INDIAN COMMUNITY**

Dated: 6/14/00



Donald R. Antone, Sr., Governor


APPROVED AS TO FORM

Dated: 6/12/00



Rodney B. Lewis, General Counsel

Dated: 6/7/00



Teresa Wall, Executive Director
Department of Public Health

GILA RIVER DEPARTMENT OF PUBLIC HEALTH COMMUNICABLE DISEASE REPORT FORM

PATIENT'S NAME (LAST) (FIRST)		DATE OF BIRTH MO DAY YEAR		SEX <input type="checkbox"/> Male <input type="checkbox"/> Female	RACE <input type="checkbox"/> Nat. Amer. <input type="checkbox"/> Other	PHONE NUMBER	MEDICAL RECORDED NO. (If patient has one)
RESIDENCE ADDRESS (Street No. or Rural Route No.)				MAILING ADDRESS (Provide only if different from residence)			
TOWN OR CITY		COUNTY <input type="checkbox"/> Maricopa <input type="checkbox"/> Pinal		<input type="checkbox"/> Other			
ZIP CODE	RESERVATION OF RESIDENCE IF NOT GRIC OR AK-CHIN						
DIAGNOSIS OR SUSPECT REPORTABLE CONDITION		LABORATORY TEST RESULTS		LAB CONFIRMATION DATE: _____			
DATE ONSET	DATE DIAGNOSIS			<input type="checkbox"/> Negative <input type="checkbox"/> Positive <input type="checkbox"/> Not Done <input type="checkbox"/> Unknown			
PATIENT'S OCCUPATION OR SCHOOL				SPACE FOR DPH USE ONLY			
PHYSICIAN OR OTHER REPORTING SERVICE		PHONE NUMBER		CASE NO.: _____			
OFFICE ADDRESS Facility Street or P.O. Box		TOWN OR CITY	STATE	Resident of GRIC or Ak-Chin? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, District Community _____			
			ZIP CODE	ACTION BY DPH <input type="checkbox"/> Confirmed Case <input type="checkbox"/> Probable case <input type="checkbox"/> Outbreak associated <input type="checkbox"/> Ruled Out <input type="checkbox"/> Referred To _____			

Original and 1st copy to GRIC Dept. of Public Health (DPH) Check if additional forms are needed (Quantity) _____

REPORTABLE DISEASES

Gila River Indian Community ordinance number GR-05-01 requires most of the following diseases to be reported to DPH within 5 business days of diagnosis or treatment, except some of the following diseases are required to be reported to DPH within 24 hours.

<ul style="list-style-type: none"> AIDS Amebiasis¹ Anthrax* Aseptic meningitis Borulism* Brucellosis Campylobacteriosis¹ Chancroid Chlamydial infections (genital) Cholera* Coccidioidomycosis Colorado tick fever Congenital rubella syn. Conjunctivitis: acute Cryptosporidiosis 	<ul style="list-style-type: none"> Dengue Diphtheria* <i>E. coli</i> O157:H7¹ Ehrlichiosis Encephalitis, viral Foodborne illness/² Waterborne illness² Giardiasis¹ Gonorrhea <i>Haemophilus influenzae</i>, invasive* Hantavirus Infection Hepatitis A¹ Hepatitis B Hepatitis C Hepatitis E Hepatitis Non-A, Non-B 	<ul style="list-style-type: none"> Herpes Genitalis HIV HTLV I/II Legionellosis Leprosy Leptospirosis Listeriosis Lyme Disease Malaria Measles* Meningococcal disease, invasive* Mumps Pediculosis (head lice)² Pertussis* Plague* Poliomyelitis* 	<ul style="list-style-type: none"> Psittacosis Q Fever Rabies in humans* Relapsing fever Reye Syndrome Rocky Mt. spotted fever Rubella* Salmonellosis¹ Scabies Shigellosis¹ Streptococcal Group A, invasive Streptococcal Group B, invasive Syphilis Taeniasis Tetanus Toxic Shock Syndrome 	<ul style="list-style-type: none"> Trichinosis Tuberculosis* Tuberculosis infection in children < 6 yrs of age* Tularemia Typhoid fever¹ Typhus fever Vancomycin-resistant <i>Enterococcus</i> Vancomycin-resistant <i>Staph. aureus</i>* Vancomycin-resistant <i>Staph. epidermidis</i> Varicella (chickenpox) Variola (smallpox)* <i>Vibrio</i> infection Yellow Fever* Yersiniosis
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* Telephone report required to the DPH within 24 hours.

¹ Report within 24 hours of diagnosis if in food handler, child care worker or care giver in a nursing home, dialysis center or hospital.

² Outbreak reports only.

³ Report outbreak within 24 hours.

DPH Address: Department of Public Health, attn: CDR
P.O. Box 7, Sacaton, AZ 85247
DPH Phone: (520) 562-3321 ext. 1210 or (602) 528-1210



ASHLAND COUNTY
HEALTH & HUMAN SERVICES DEPARTMENT
630 SANBORN AVENUE • ASHLAND, WISCONSIN 54806 • (715) 682-7004
Fax: 715-682-7924 • TTY: 715-682-7023 • E-mail: achsd@hsd.co.ashland.wi.us

Terri Perry, Director

Public Health Department Mutual Aid Agreement for Incident Response

THIS AGREEMENT (the "Agreement") is entered into as of the **7th day of June, 2013**, by and among the local public health agencies including **Ashland County Public Health and Bad River Tribal Health Services**.

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.

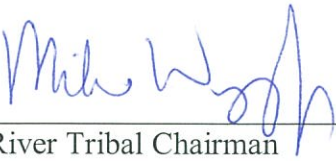
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date stated in the first paragraph of this Agreement.

ASHLAND COUNTY PUBLIC HEALTH



Ashland County Health Officer

7/1/2013
Date



Bad River Tribal Chairman

6-12-13
Date

BAD RIVER TRIBAL HEALTH SERVICES

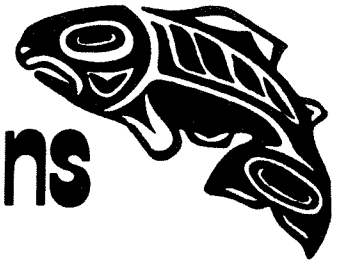


Emergency Preparedness Coordinator

6-12-13
Date



Puyallup Tribe of Indians



**Mutual Aid Agreement Between
the Puyallup Tribe of Indians and the Tacoma-Pierce County Health Department
Relating to Disease and Contamination Control Measures**

WHEREAS, the Tacoma-Pierce County Health Department (“TPCHD”) and the Puyallup Tribe of Indians (the “Tribe”) (collectively, “the Parties” or individually, the “Party”) each desire to enter into this Mutual Aid Agreement (“Agreement”) to protect the health and safety of members of the Tribe and Indian and Non-Indian employees, residents, visitors, guests and other people on Tribal Lands (collectively, “People on Tribal Lands”), and people within Pierce County, Washington (“People in Pierce County”); and

WHEREAS, for purposes of this Agreement, “Tribal Lands” shall mean land within the Puyallup Reservation boundary, Puyallup Tribal Trust Lands, Puyallup Tribal Member Trust Lands, and lands governed by the Puyallup Tribe of Indians Settlement Agreement of 1989 [PL 101-41], and collectively, as those lands may be added to or subtracted from, from time to time; and

WHEREAS, an outbreak of a communicable disease, disease or contamination emanating from a natural disaster, or a biological, chemical or radiological event (“Disease or Contamination Event”) occurs across jurisdictional boundaries, can affect the health and safety of People on Tribal Lands and People in Pierce County alike, and creates health threats to the region; and

WHEREAS, a Disease or Contamination Event requires epidemiological research to determine the cause of health hazards and may require containment, preventive and treatment measures; and

WHEREAS, TPCHD is responsible to undertake such Disease and Contamination Event epidemiological research and containment, preventive and treatment measures for Pierce County; and

WHEREAS, the Parties agree that in certain circumstances, Disease and Contamination Event control measures, including isolation and quarantine of individuals or groups, are vital to prevent the spread of disease, to maintain healthful sanitation, or to contain biologic, radiological or chemical hazards to human health; and

WHEREAS, the Tribe has non-exclusive authority over public health measures that affect certain people on Tribal Lands, whether Indian or Non-Indian; and

WHEREAS, pursuant to RCW 70.05.070 and WAC 246-100 et seq., TPCHD's Health Officer has responsibility to control and prevent the spread of any dangerous, contagious or infectious diseases that may occur within his or her jurisdiction, and to order isolation or quarantine, if necessary; and

WHEREAS, WAC 246-100 et seq. creates standards and legal processes regarding the isolation and quarantine of individuals and groups of individuals in Washington State in response to public health threats; and

WHEREAS, under the Laws of the United States, the Puyallup Tribal Court has either exclusive or concurrent jurisdiction (with federal or state courts) over certain civil matters; and

WHEREAS, WAC 246-100-036(4) provides that a local health department may make agreements with tribal governments that empower the local health officer to conduct investigations and institute control measures in accordance with WAC 246-100-040 on tribal lands; and

WHEREAS, the Tribe has determined that a beneficial and efficient means of preventing, containing and treating the health impacts from a Disease or Contamination Event is to enter into an agreement with TPCHD granting TPCHD authority to conduct epidemiological research and institute necessary containment, preventive and treatment measures affecting people who, absent this Agreement, would fall under the Tribe's jurisdiction; and

WHEREAS, TPCHD believes it is in the interest of public health and the common good to accept this grant of authority from the Tribe in order to simultaneously help protect all of the people in the Pierce region in case of a Disease or Contamination Event.

THEREFORE, the Parties agree as follows:

1. Subject to the conditions set forth in this Agreement, the Tribe agrees to grant and TPCHD agrees to accept the authority over Tribal Lands, People on Tribal Lands and Tribe members off Tribal Lands but within Pierce County, for the purposes of epidemiological research, investigation, prevention, containment and treatment related to a Disease or Contamination Event affecting human health ("Public Health Authority").
2. The Parties agree that TPCHD will exercise such Public Health Authority in accordance with the laws of Washington State, including but not limited to WAC 246-100 et seq., and the laws of Pierce County and the United States.
3. The Tribe agrees to give full faith and credit and comity to Emergency Detention Orders and court orders of the courts of the State of Washington related to isolation or quarantine, and to cooperate fully in carrying out the terms and conditions of such orders, including providing enforcement through

the Tribal Police. The Tribe agrees to grant TPCHD access to Tribal Lands and to People on Tribal Lands to conduct epidemiological research, to investigate a Disease or Contamination Event, and to perform preventive, containment or treatment measures.

4. Notwithstanding anything to the contrary in this Agreement, People on Tribal Lands and Tribe members placed in isolation or quarantine shall reserve the right to seek redress from an Emergency Detention Order or Washington State Court Order, and may do so in any court of competent jurisdiction, including but not limited to the Pierce County Superior Court or the Puyallup Tribal Court.
5. As required by law, TPCHD will first seek an individual's voluntary compliance to isolate or quarantine prior to issuance of an Emergency Detention Order ("EDO") or filing a Petition with the Pierce County Superior Court.
6. TPCHD will comply with the conditions and principles for isolation and quarantine set forth in WAC 246-100-045 and will provide an isolated or quarantined individual or group with food, clothing, shelter, medication, communication, and a safe place to recover. TPCHD will afford individuals or groups affected by this Agreement the same treatment as received by an individual or group under Pierce County TPCHD original jurisdiction.
7. The Tribe agrees to cooperate with TPCHD to help provide for People on Tribal Lands and Tribe Members and to make available Tribal agency personnel, facilities, materials and other support as necessary and feasible to assist in carrying out and complying with isolation or quarantine orders.
8. If People on Tribal Lands or Tribe members seek redress in Superior Court and request the assistance of court appointed counsel, and if legal and financial eligibility requirements are otherwise met, an attorney from the Pierce County Office of Assigned Counsel will be assigned to represent that individual or group.
9. Should a provision in a health order issued by the Washington State Department of Health, a state or federal emergency declaration, or order of any court of competent jurisdiction contradict a provision of this Agreement, then the provision in the health order, emergency declaration, or court order shall control.
10. The Tribe and TPCHD shall each separately maintain errors and omissions insurance coverage applicable to personnel assigned to perform support or services under this Agreement, with limits of not less than \$1 Million per occurrence, \$3 Million annual aggregate. In addition, the Tribe and TPCHD shall each separately maintain commercial general liability, with limits of not

less than \$1 million per occurrence and comprehensive automobile liability insurance, with limits of not less than \$1 million per occurrence. The Tribe's commercial general liability insurance policy and the comprehensive automobile liability insurance policy shall name TPCHD as an Additional Insured.

11. The Tribe and TPCHD shall each appoint a designated representative to serve as liaison for all purposes under this Agreement. The designated liaisons are:

For the Tribe: Name: Rodney E. Smith, MSC, CHE
 Executive Director
 Puyallup Tribal Health Authority
 Address: 2209 E. 32nd Street, Tacoma, WA 98404
 Phone: 253-593-0234

For TPCHD: Name: Federico Cruz-Uribe, M.D., MPH
 Local Health Officer and Medical Director
 Tacoma-Pierce County Health Department
 Address: 3629 South D Street, MS 001
 Tacoma, WA 98418
 Phone: 253-798-2899

12. The Parties to this Agreement agree to provide the support and services specified in this Agreement on a gratuitous basis, with no expectation of direct reimbursement by the other Party. To the extent that any third-party payor, such as the United States Government, has funds or processes available for reimbursement of a Party's activities under this Agreement, the Parties agree to cooperate fully with one another in submitting any appropriate claim(s) for reimbursement and providing copies of records necessary to submit claims.
13. The Parties agree that all medical records and reports related to this Agreement shall be maintained in accordance with HIPAA and RCW 70.02 et seq.. The Parties agree to share disease or contaminant information necessary to avert serious harm to health of personnel performing support or services under this Agreement. The Parties shall maintain their own records and reports concerning the provision of any support or service under this Agreement.
14. Each party to this Agreement shall be legally responsible for its own acts and omissions arising under this Agreement, and that of its respective appointed and elected officials, employees, officers, agents, agencies, assigns and representatives. Each party agrees to defend, indemnify and hold harmless the other party, and its respective appointed and elected officials, employees, officers, agents, agencies, assigns and representatives from and against any and all liability, loss, cost, damage and expense arising or alleged to have arisen directly or indirectly out of or in consequence of the performance of this Agreement by the indemnitor.

Key Considerations in Preparing a Memorandum of Understanding - Worksheet

Key Considerations ¹	Special Considerations in Your Tribal Setting ²
1. What is the purpose of the MOU?	<i>e.g. What is the need that the agreement will address? Will the MOU formalize an existing relationship or establish a new relationship?</i>
2. How will MOU activities be organized or coordinated?	<i>e.g. At which points in the development of the MOU do you need to engage others (such as the Tribal Attorney, Health Committee and Tribal Council)</i>
1. Will your legal counsel be involved at all stages of negotiation and execution of the MOU?	
2. What are the procedures for requesting and providing services under the MOU?	
3. Are licenses or permits required?	
4. How will liability be determined under the MOU? Will parties be provided immunity or indemnification?	
5. Who will bear costs? Will reimbursement be required?	
6. What is the legal scope or effect of the MOU?	
7. Are provisions necessary regarding insurance?	
8. How will MOU disputes be resolved?	
9. Do fees, funding, or appropriations need to be addressed?	
10. Will any supplemental agreements be permitted? Can parties be added to the MOU?	
11. Is the MOU subject to amendment? If so, how?	
12. What is the effective date of the agreement? How long will it last?	
13. May a party withdraw from the MOU? If so, how?	
14. Who will sign the agreement for each party? Can that person represent that he/she has such authority?	
15. Is there a need for certain terms in the MOU to be defined within?	

¹ The initial set of considerations (left column) was developed in June 2014 by Dan Stier, JD using *Public Health Mutual Aid Agreements – A Menu of Suggested Provisions*. http://www.cdc.gov/phlp/docs/mutual_aid_provisions.pdf In developing the menu in 2007, Dan and his colleagues analyzed and categorized numerous agreements from around the country and convened a group to work through the categories of provisions that might be included in agreements. They cautioned that, while they offered “suggested approaches in an effort to provide impetus for execution of agreements, the suggested provisions needed to be carefully analyzed and modified as necessary to meet the specific intent of the parties.”

² Examples are provided. Each agreement will have many unique considerations so use this column to note your thoughts.