

**MEMORANDUM OF AGREEMENT
BETWEEN
ALL NEBRASKA LOCAL PUBLIC HEALTH DEPARTMENTS**

Purpose:

This agreement is entered into between Local Health Departments located in Nebraska, including Central District Health Department, Dakota County Health Department, Douglas County Health Department, East Central District Health Department, Elkhorn Logan Valley Public Health Department, Four Corners Health Department, Lincoln-Lancaster County Health Department, Loup Basin Public Health Department, North Central District Health Department, Northeast Nebraska Public Health Department, Panhandle Public Health District, Public Health Solutions District Health Department, Sarpy/Cass Health Department, South Heartland District Health Department, Southeast District Health Department, Southwest Nebraska Public Health Department, Three Rivers Public Health Department, Two Rivers Public Health Department, West Central District Health Department.

Request for aid under this agreement shall be made by the Health Director or designee of the Health Department desiring additional public health resources.

All listed Local Health Departments agree to work together in order to assure 24/7 capacity to respond to public health emergencies and investigations on disease outbreaks or environmental public health hazards which affect or potentially could affect the citizenry of the jurisdictions' counties.

A public health emergency is an occurrence or imminent threat of an illness, injury, or health condition caused by bioterrorism, epidemic, or pandemic diseases, novel and highly fatal infectious agent or biological toxin, or natural disaster that poses substantial risk of permanent or long-term disability or a significant number of human fatalities.

The aforementioned local health departments hereby agree as follows:

I. Responsibilities of Parties Under Agreement

- A.** In the case of a public health emergency Local Health Departments will fulfill the following duties for each other:
1. Transfer any data received at their Local Health Department which affects residents or the response efforts in another Local Health Department jurisdiction promptly.
 2. Assist other Local Health Departments when requested to do so. The Local Health Department receiving the request may respond by sharing personnel, supplies and/or other resources.
 3. The specific equipment, supplies and human resources to be provided shall be at the discretion of the Health Director or designee of the Local Health Department providing the aid. All employees of the Local Health Department providing aid shall remain employees of that Local Health Department during performance

under the terms of this Agreement and shall not be considered employees of the Local Health Department receiving aid at any time or for any reason.

4. Each Health Director shall retain control of his/her own personnel, supplies and equipment. The Incident Management System process will be followed.
5. The public health personnel, equipment and supplies being provided as mutual aid may, upon giving adequate notice to the coordinator or incident commander, be withdrawn at the discretion of the Health Director or designee for the Local Health Department providing the aid.
6. The Local Health Department receiving aid shall assume all risk of loss, indemnify the Local Health Department providing the aid against loss, and hold the Local Health Department providing the aid, its employees, agents, assignees, and legal representatives harmless from all liabilities, demands, claims, suits, losses, causes of action, fines or judgments and all expenses incident thereto, for injuries to persons and loss of damage to, or destruction of property, arising out of or in connection with this agreement and proximately caused by the negligent or intentional acts or omissions of the Local Health Department receiving aid, its officers, employees, or agents, assigns, for any losses caused by failure by the Local Health Department receiving aid to comply with terms and conditions of the Agreement, and for any losses caused by other parties which have entered into agreements with the Local Health Department receiving aid.
7. The Local Health Department providing aid shall document all costs and expenses incurred under the performance of this agreement.
8. The Local Health Department providing aid shall maintain and share logs of public health emergency data with the Local Health Department receiving aid when such data may be necessary to be utilized by other the Local Health Department(s).
9. The Local Health Department providing aid shall adhere to all State Confidentiality Statues and all HIPAA confidentiality policies.

II. General Provisions

1. Agreement may be terminated by any party with written and reasonable notice.

III. Other Terms and Conditions

1. Nebraska Fair Employment ACT. In accordance with Neb. Rev. Stat. §48-1122, all parties agree that neither it nor any of its subcontractors shall discriminate against any

employee, or applicant for employment to be employed in the performance of this Agreement, with respect to hire, tenure, terms, conditions, or privileges or employment because of race, color, religion, sex, disability, or national origin of the employee or applicant.

2. Entire Agreement. This Agreement constitutes the entire Agreement between the parties with respect to the subject matter. Each party will review the Agreement annually and, if deemed necessary, propose revision(s) to the Agreement.
3. Amendment. This Agreement shall not be modified except upon written agreement of the parties.
4. Provision of Services. Services must not discriminate against any individual for any reason. As a public entity, the Title II regulation requires that local public health departments generally make information regarding the provisions of Title II available to applicants, participants and other interested persons in such a manner as the local public health department finds necessary to apprise such persons of the protections against discrimination under the Americans with Disabilities Act.
5. Assignment. This Agreement is specific to the local public health departments in Nebraska and shall not be assigned or transferred.
6. Governing Law. This Agreement shall be interpreted, construed, and governed according to the laws of the State of Nebraska.