



**Request for City Council Committee Action
From the Department of Health & Family Support**

Date: November 1, 2005

To: HEALTH & HUMAN SERVICES COMMITTEE
Referral to: WAYS & MEANS/BUDGET

Subject: AGREEMENT WITH HENNEPIN COUNTY ON ROLES AND RESPONSIBILITIES FOR BIOLOGICAL EVENTS

Recommendation:

Council authorization for the proper City officials to

1. enter into an agreement with Hennepin County on the City and County Public Health Response Roles and Responsibilities for Biological Events.
2. utilize the Fund Availability Notice process under the City's Master Contract with Hennepin County to execute the agreement.

Previous Directives:

None

Prepared or Submitted by: Becky McIntosh, Director of Planning & Administration
Phone: x2884

Approved by:

Gretchen Musicant, Commissioner of Health

Presenters in Committee: Gretchen Musicant, Commissioner of Health

Financial Impact (Check those that apply)

Other financial impact (Explain): There are financial implications in the event of a biological event in the City of Minneapolis that is above the routine disease prevention and control services provided by the County under a separate agreement. This agreement outlines a process by which any compensation to the County would be made for above routine work services not compensated through other sources.

Background/Supporting Information Attached

This Fund Availability Notice with its attached Scope of Service is a financial commitment by the City of Minneapolis to pay for public health response services by Hennepin County when a biological event requires greater than "routine" work currently covered by agreements in place. Such response efforts may include epidemiological investigation and/or control measures. It would not cover events that may occur only outside City boundaries. The agreement would become effective only by mutual agreement between the Hennepin County Health Director and the City of Minneapolis Health Commissioner. The Scope details expectations, roles and responsibilities, and liability and Workman's Compensation issues. It also includes a format for dispute resolution. The agreement terminates with the Master Contract on December 31, 2007.

**CITY OF MINNEAPOLIS
HEALTH AND FAMILY SUPPORT
FUND AVAILABILITY NOTICE (FAN)**

MASTER CONTRACT NUMBER	19074	FAN NUMBER	51-2
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CONTRACTOR	Hennepin County
ACTION	Emergency Response Roles & Responsibilities

SOURCE OF FUNDS (for federal, include department)	CFDA # (If applicable)	GRANT NUMBER
City General Funds		
City Fund/Agency/Org	0100-860-8611	

TIME OF PERFORMANCE			
Start Date	December 1, 2005	End Date	December 31, 2007

COMPENSATION	
Original FAN	\$
Previous Changes	\$
Add or (Decrease)	\$
New Total	\$

PERFORMANCE REQUIREMENTS (include County contract representative)
-The Scope of Service for City and County Public Health Response Roles and Responsibilities for Biological Events attached as Attachment I. -County contact is Allain Hankey, Human Services and Public Health Department, 525 Portland Ave, 612-348-3045, allain.hankey@co.hennepin.mn.us.

SPECIAL REQUIREMENTS

CITY CONTRACT MANAGER/TELEPHONE	Pam Blixt, 612-673-3933
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CITY SIGNATURE/DATE

**BECKY MCINTOSH DEPARTMENT
CONTRACTS ADMINISTRATOR
FAN ISSUE DATE**

COUNTY OF HENNEPIN, STATE OF MINNESOTA

Approved as to form

Assistant County Attorney
Date _____

By: _____
Assistant/Deputy/County Administrator

Approved as to execution

Date: _____

Assistant County Attorney
Date _____

**ATTACHMENT 1 - SCOPE OF SERVICE FOR CITY AND COUNTY PUBLIC HEALTH
RESPONSE ROLES AND RESPONSIBILITIES FOR BIOLOGICAL
EVENTS.**

I. Definition of parties

- A. Hennepin County, through its Human Services and Public Health Department – Health Protection (“Hennepin County” or “Hennepin County Public Health”) including, but not limited to:
 - 1. Epidemiology
 - 2. Public Health Emergency Preparedness
 - 3. Immunization Services (provides mass dispensing response as part of the disease control efforts outlined by Epidemiology).
- B. The City of Minneapolis through its Department of Health and Family Support (“City” or “MDHFS”)

II. Scope of Services Agreement and Limitations

- A. This agreement will become effective based upon joint agreement by the Hennepin County Health Director and the City of Minneapolis Health Commissioner or in their absence, their designated back-ups, in the following situation:
 - 1. when a public health biological event requires an epidemiologic investigation and/o control measures for an infectious disease outbreak greater than that needed for the “routine” work covered by the Epidemiology FAN.

AND

- 2. when the event occurs in the city only or the city and the county suburbs together.

AND NOT

- 3. if event is occurring in the suburbs only.

B. Definitions:

Routine Work consists of the work activity done within the usual structure of Epidemiology or Immunization Services to follow-up on an infectious disease report or outbreak. It may require rearranging work assignments or priorities and include overtime work to respond to the event. The Disease Prevention and Control Activities Framework provides the minimum set of disease prevention and control activities. Hennepin County capacity exceeds these minimum activities but the description of disease control measures can serve as a guide to determine routine work.

Above Routine Work is triggered by joint agreement by the Hennepin County Health Director and the City of Minneapolis Health Commissioner or, in their absence, their designated back-up when the urgency of the response needed and/or the magnitude the response is beyond the scope of routine work of Epidemiology or Immunization Services.

C. Other issues related to Scope:

- 1. This agreement is focused on biological events either natural or deliberate. A public health response to other emergencies such as chemical, radiological or environmental events will require future agreements and/or negotiations at the time of the event.
- 2. Hennepin County will take the lead to develop a response plan and to implement an appropriate response to the presenting biological events.

3. Agency expectations in “Above Routine Work” situations:

Levels above routine	Expectations of Agencies			
	Short <= 5days		Long >5 days	
New work assigned and	HC PH	MDHFS	HC PH	MDHFS
Adjustment to routine assignment within workday – other duties deferred	Tap PH area resources; record time used—follow workforce deployment plans	Informed of event	Tap internal area resources; record time used	Informed of event
Routine assignment cut back or taken by others	Tap PH area resources; record time used — follow workforce deployment plans	Offer assistance if needed	Tap internal area resources; record time used	Offer assistance if needed
Routine assignment suspended	Tap PH area resources; record time used—follow workforce deployment plans	Required assistance provided	Tap PH area resources; record time used	Required assistance provided
Requires increased hours to get goals accomplished	Tap all PH staff resources; record time used — follow workforce deployment plans	Required assistance provided	Tap all PH staff resources; record time used	Required assistance provided

4. Anything outside of routine work assignments will be recorded and tracked so that it is possible to capture the costs of response.
5. Control measures include but are not limited to
 - a. Providing instructions for those affected to help reduce risk of exposure and transmission AND
 - b. mass dispensing AND
 - c. isolation and quarantine monitoring AND
 - d. provision of support services to persons under isolation and quarantine
6. If the event is occurring in the suburbs only, Hennepin County will request assistance from the City Health Commissioner under a mutual aid agreement.

III. Roles and Responsibilities

A. Command of the Incident.

1. Hennepin County Public Health will establish an overall incident command structure, as needed, for incidents that fall under the scope of this agreement and will request MDHFS participation at the table. Hennepin County Public Health will assume Incident Command for internal Hennepin County response activities and those activities outlined in the Hennepin County – MDHFS Epidemiology or Emergency Preparedness FANs.
2. MDHFS will establish an incident command structure, as needed, for management of City activities associated with the event.

B. Risk Communications.

1. Hennepin County will take the lead to develop Public Health Risk communication messages and a distribution plan in cooperation with public information officers (“PIOs”) from both agencies as outlined in the Hennepin County Public Health Emergency Response Plan - Risk Communications Annex, jointly agreed to by both agencies.
2. The City will take the lead to distribute developed messages for events affecting only the City, if desired, in cooperation with the County PIOs; Hennepin County will take the lead to distribute developed messages for events affecting both the City and the County.
3. Each agency will ensure notification of elected officials and other agencies/departments within their respective jurisdictions.

C. Staffing.

1. Hennepin County will allocate County resources to staff the response and implement the response plan whether a city-only or a city-suburban event.
2. The City of Minneapolis MDHFS will allocate staff for either type of response event, to the extent possible, based upon capacity and need.
3. Each agency will be responsible for its own employees such as wages, workers compensation, liability, and occupational health.
4. Employees from each agency will be offered prophylaxis based on the type of work to which they are assigned using criteria developed for Hennepin County Public Health employees based on Centers for Disease Control and Minnesota Department of Health guidelines.

D. Areas of Responsibility.

Hennepin County Public Health	MDHFS
<ol style="list-style-type: none"> 1. Assume Incident Command role for the overall Infectious Disease Response which will include response planning and operations and associated supports. 2. Assume Incident Command for all Hennepin County internal response-related activities. 	<ol style="list-style-type: none"> 1. Assign liaison to Hennepin County Public Health Emergency Response Center. Participate in the development of response goals and objectives as relates to city of Minneapolis: identify and address Minneapolis policies and issues; incorporate into final agreement of response goals and objectives. 2. Establish Incident Command at the City, as needed, for management of internal response-related activities.
Approve Response Action Plan for the overall response.	Approve and support the Response Action Plan to be implemented by the County.
Allocate county resources to implement plan	Allocate city resources staff, sites, support services as requested.
Lead response operations with participating agencies and external partners	Coordinate MDHFS response support to HC Public Health.
Request resources from other agencies	Offer other city resources as appropriate
<ol style="list-style-type: none"> 1. Develop the risk communication messages and coordinate delivery specific to event and operations in cooperation with Minneapolis PIOs 2. Ensure notification of elected officials within HC government, and other agencies/departments within the county; ensure notification of elected officials in affected municipalities within the HC Public Health’s jurisdiction, as appropriate 	<ol style="list-style-type: none"> 1. Provide information to Minneapolis key leadership, elected officials and other city agencies. Support public health decisions made to guide response. PIO works together with lead agency to deliver specific timely messages 2. Ensure notification of elected officials within City government, and other agencies/departments within the city.

IV. Liability Indemnification and Workers Compensation

- A. Liability and indemnification will follow standard language previously agreed to between the agencies in Master Contract (HC A030169) (CC 19074).
- B. Workers compensation. Each agency will retain the financial responsibility for workers' compensation benefits for its own employees, for any injuries that occur during the activities covered under this agreement. Further, each agency agrees to not bring claims against the other to recover the cost of workers' compensation benefits to its employees.

V. Cost/Compensation Agreements

- A. Both agencies will track the expenses incurred to respond to the incident including staff time and other resources contributed to the response.
- B. At the conclusion of the response, Hennepin County shall summarize the total expenses of the response, identifying the proportion of resources that were contributed:
 - 1. Hennepin County expenses incurred as part of "Routine Work" operations covered by other agreements or FANS
 - 2. Hennepin County expenses that exceeded "routine" operations
 - 3. MDHFS expenses contributed to the response
- C. The City of Minneapolis and Hennepin County will jointly or independently seek reimbursement for expenses through available funding sources e.g. FEMA, third party payers, etc.
- D. For incidents that last 48 hours or less: Neither agency will seek compensation from the other for costs incurred, except as noted elsewhere.
- E. For incidents that last more than 48 hours: Compensation for expenses associated with activities for Minneapolis residents beyond normal operations shall be negotiated between the parties.

VI. Implementation

Hennepin County will use the Hennepin County Public Health Emergency Response Plan as the guidance document to respond to a Public Health Emergency. MDHFS will be given a copy of this document with each update.

VII. Dispute Resolution

- A. Disputes may arise between agencies on such issues as differing public health opinion, contract interpretations, operational disagreements, risk communications message content, resource allocations, and others. In those events, the parties agree to meet to discuss the disagreement within 12 hours of the identified dispute, or sooner, as the incident dictates. The following individuals will participate in those discussions: the Hennepin County Incident Commander; the MDHFS liaison to the Hennepin County Incident Command, the MDHFS Incident Commander, as established; the director/commissioner of each respective public health department; a representative from each agency's emergency management unit; and others/designees as each agency chooses and notifies the other. Additional persons could include conflict resolution consultants, a representative from the Minnesota Department of Health, or others mutually agreed upon.
- B. In those events where the issue cannot be resolved, one of the following options will be selected:
 - 1. If a City-only event, the City will determine the City response; the County will have the option to withdraw resources and leadership from the response, as they wish.

2. If a City-County event, the County will determine the response; the City will have the option to manage the City's portion of the response and/or to withdraw response resources from the suburban activities.
3. The outcome determination will be determined by the Minnesota Department of Health if the issue is related to medical / epidemiological practices or risk communications messages.

In any event, the parties shall agree on a joint message to be disseminated and a shared risk communications plan at the conclusion of the dispute discussion.

VIII. Contract Termination.

- A. Contract Termination will follow the standard language previously agreed to between the parties in Master Contract (HC A030169) (CC 19074):

Either party may terminate this contract at any time by giving at least thirty (30) days' written notice to the other party of such termination and specifying the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials prepared by the Contractor under this agreement shall, at the option of the City, become the property of the City, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination.

- B. This Scope of Service Agreement will terminate no later than the termination date of the Master Contract (HC# A030169) (MC# 19074) of December 31, 2007.