



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

**Date:** October 16, 2008

**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 Human Services and Public Health Response Roles and Responsibilities for biological incidents that require a greater than routine response.
2. utilize the Fund Availability Notice process under the City's Master Contract with Hennepin County to execute the agreement.

**Previous Directives:**

November 18, 2005 Council approval of the first agreement on roles and responsibilities.

**Prepared or Submitted by:** Becky McIntosh, Director of Planning & Administration  
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**Approved by:**

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Gretchen Musicant, Commissioner of Health

**Presenters in Committee:** Pam Blixt, Manager, Public Health Emergency Preparedness

**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**

The attached Scope of Service is a financial commitment by the city of Minneapolis to pay for public health response services provided by Hennepin County on behalf of City residents when a biological event requires greater than the "routine" work currently covered under a separate agreement. 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, 2010.

**SCOPE OF SERVICE FOR CITY AND COUNTY HUMAN SERVICES AND  
PUBLIC HEALTH RESPONSE ROLES AND RESPONSIBILITIES**

**I. Definition of parties**

- A. Hennepin County, through its Human Services and Public Health Department (HSPHD) – Public Health Protection ( “Hennepin County” or “Hennepin County Public Health –HC PH”) including, but not limited to:
  - 1. Epidemiology
  - 2. Public Health Emergency Preparedness
  - 3. Immunization Services
  - 4. Environmental Health
  
- 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 Public Health Director and the City of Minneapolis Health Commissioner or in their absence, their designated back-ups, in the following situation:
  - 1. A biological incident (specifically, of an infectious disease) requires an epidemiologic investigation and/or control measures for an infectious disease outbreak greater than that needed for the “routine” work covered by the Epidemiology FAN.

AND

- 2. When the incident occurs in the city only or the city and the county suburbs together.

AND NOT

- 3. If the incident is occurring in the suburbs only.

Note: In the absence of any clearly defined public health function, for chemical or radiological or natural incidents HSPHD will respond as requested by the City using the public health mutual aid agreement.

Summary of response activity

<b>Response</b>	<b>HSPHD</b>	<b>MDHFS</b>
Infectious Disease outbreak	Primary (P)	Support (S)
Infectious Disease outbreak -- food borne; environmental	P – for Epidemiology, S – for Environmental Health	S – for Epidemiology; P – for Environmental Health
Bioterrorism exposure mitigation	P	S
Chemical	S	P
Radiological	S	P
Naturally occurring emergency	S	P

- B. Definitions for an Infectious Disease response:

**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 incident. 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 Public 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, Immunization Services or other Service Area responses. The following types of criteria are considerations to help determine the need for MDHFS involvement:

1. Number of potential victims involved
2. Geography of the area in involved (size and placement)
3. Potential length of time needed for recovery
4. Nature of disease threat (rapidity of onset, virulence, ease of transmission)
5. Potential to disproportionately affect vulnerable populations
6. Other incidents competing for resources

GUIDANCE CHART

<b>Levels Above Routine:</b>	<b>Duration &lt; 5 days</b>	<b>Duration &gt; 5 Days</b>	<b>All Levels</b>
<b>Expectation of Agencies</b>	<b>HC HSPHD</b>	<b>HC HSPHD</b>	<b>MDHFS</b>
<b>Adjustment to routine assignment within workday – other duties deferred</b>	Tap HSPHD service area resources; record time used—follow workforce deployment plans	Tap internal service area resources; record time used	Be informed of incident
<b>Routine assignment cut back or taken by others</b>	Tap HSPHD service area resources; record time used —follow workforce deployment plans	Tap internal service area resources; record time used	Offer assistance if needed and as able
<b>Routine assignment suspended</b>	Tap HSPHD service area(s) resources; record time used—follow workforce deployment plans	Tap HSPHD service area(s) resources; record time used	Required assistance provided by department
<b>Requires increased hours to get goals accomplished</b>	Tap all HSPHD staff resources; record time used —follow workforce deployment plans	Tap all HSPHD staff resources; record time used	Required assistance provided by City resources

The following principles will be used as guidance for the event:

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

### III. Roles and Responsibilities

#### A. Command of the Incident.

1. Hennepin County HSPHD will establish an incident command structure, as needed, for incidents that fall under the scope of this agreement and will request MDHFS participation as a liaison position. 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 incident.
3. In some large incidents, unified command may be used between MDHFS and HSPHD.

#### B. Risk Communications.

1. Hennepin County will take the lead to develop Public Health Risk communication messages (and translation as needed) 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 incidents affecting only the City, if desired, in cooperation with the County PIOs; Hennepin County will take the lead to distribute developed messages for incidents 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 incident.
2. The City of Minneapolis MDHFS will allocate staff for either type of response incident, 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 as outlined in the mutual aid agreements.
4. Employees (and their family members, as appropriate) 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"> <li>1. Establish Incident Command for the overall Infectious Disease</li> <li>2. Assume Incident Command for all Hennepin County internal response-related activities.</li> </ol>	<ol style="list-style-type: none"> <li>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.</li> <li>2. Establish Incident Command at the City, as needed, for management of internal response-related activities.</li> </ol>
<ol style="list-style-type: none"> <li>3. Approve Incident Action Plan for the operational time period.</li> </ol>	<ol style="list-style-type: none"> <li>Approve and support the Incident Action Plan to be implemented by the County.</li> </ol>
<ol style="list-style-type: none"> <li>4. Allocate county resources to implement plan</li> </ol>	<ol style="list-style-type: none"> <li>Allocate city resources staff, sites, support services as requested.</li> </ol>

<b>HENNEPIN COUNTY PUBLIC HEALTH</b>	<b>MDHFS</b>
5. Lead response operations with participating agencies and external partners	Coordinate MDHFS response support to HC Public Health.
6. Request resources from other agencies	Offer other city resources as appropriate
7. Develop the risk communication messages and coordinate delivery specific to incident and operations in cooperation with Minneapolis PIOs	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 and coordinated messages
8. 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	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 incidents, 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 incidents where the issue cannot be resolved, one of the following options will be selected:
1. If a City-only incident, 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 incident, 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 incident, 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 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 incident, 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 19074 of December 31, 2010.