A MEMORANDUM OF UNDERSTANDING
PUBLIC HEALTH EMERGENCIES

THIS MEMORANDUM OF UNDERSTANDING BETWEEN:

STATE OF WASHINGTON DEPARTMENT OF HEALTH
as represented by the Secretary of Health
(hereinafter called “Washington”)

and

BRITISH COLUMBIA MINISTRY OF HEALTH
as represented by the Minister of Health
(hereinafter called “British Columbia”)
MEMORANDUM OF UNDERSTANDING WITH RESPECT TO A COLLABORATIVE APPROACH TO USE OF AVAILABLE PUBLIC HEALTH AND HEALTH SERVICE RESOURCES TO PREPARE FOR, RESPOND TO AND RECOVER FROM PUBLIC HEALTH EMERGENCIES\(^1\) BETWEEN THE PARTIES

A. GOALS:

1. The primary goals of the collaborative approach between the Parties are:
   a. to respond to surge capacity demands on public health systems and health resources efficiently and in a cost effective manner when public health emergencies arise; and
   b. to assess current and explore future areas of operational responsibility that could result in efficiencies in the provision of health services.

2. The Parties wish to enhance their working relationship and explore ways and methods to realize those goals.

B. STRATEGY:

1. The Parties agree to research, analyze and work to develop how available emergency assistance capacity can be used to mitigate situations that may overwhelm the health care resources of one or both of the Parties through:
   a. use of a regional planning approach;
   b. inter and intra-jurisdictional mutual assistance; and
   c. interagency and interdisciplinary collaboration.

2. It shall be the responsibility of each Party, to the extent reasonably practical, to:
   a. Review jurisdictional emergency plans and consider developing mutual assistance plans, relevant to prioritized emergencies, for public health, mass care and treatment, patient transportation, and interoperable communications services that could determine the mechanism for management and provision of assistance.
   b. Develop procedures, relevant to prioritized emergencies, to fill any identified gaps and resolve any identified inconsistencies or overlaps in existing plans, including the mobilization of existing community capacities to assist in the management of various sectors of the vulnerable population.
   c. Develop processes necessary to minimize disruption to the delivery of services, medicines, critical lifeline equipment and other resources, both human and material.
   d. Establish procedures for the identification and delivery of human and material resources, together with procedures for reimbursement or debt-forgiveness and explore, within their legal jurisdiction, relevant related issues such as: licenses and permits; liability; compensation and reimbursement, that may affect the implementation of any plans considered as a result of this MOU.
   e. Explore issues relating to any statutes or ordinances that may affect any plans considered as a result of this MOU.
   f. Assess current and explore future areas of operational responsibility that could result in efficiencies in the provision of health services.

\(^1\) An occurrence or imminent threat of an illness or health condition, caused by bioterrorism, epidemic/pandemic disease outbreak, or a novel/highly fatal infectious agent or biological toxin, that poses a substantial risk to human health and requires action beyond normal procedures. A public health emergency may occur as the result of a natural, e.g., earthquake/flood, accident, e.g., chemical spill, or intentional, e.g., terrorism, event.
C. REPORTS TO OFFICIALS:

The parties will report progress, results, and recommendations (as available) to their respective leadership periodically.

D. DISCRETION AND AUTHORITY NOT FETTERED:

Nothing in this MOU is intended to or shall be interpreted so as to fetter the discretion or the authority of the respective Legislatures of the Parties.

E. REVIEW:

While the goals expressed in this MOU may be met by each of the Parties developing separate processes and procedures, one result of the work conducted may be an agreement or agreements as may be necessary and agreed upon between the Parties that further the goals set out herein. Nothing in this paragraph prevents either Party from withdrawing its participation under this MOU with written notice to the other Party.

Signed in Vancouver, British Columbia, this 20 day of June 2006

George Abbott
MINISTER OF HEALTH
PROVINCE OF BRITISH COLUMBIA

Mary C. Selecky
SECRETARY OF HEALTH
STATE OF WASHINGTON