

**PACIFIC NORTH WEST BORDER HEALTH ALLIANCE
MEMORANDUM OF UNDERSTANDING**

THIS MEMORANDUM OF UNDERSTANDING BETWEEN:

PROVINCE OF ALBERTA MINISTRY OF HEALTH AND WELLNESS

as represented by the Minister of Health and Wellness
(hereinafter called "Alberta")

and

PROVINCE OF BRITISH COLUMBIA MINISTRY OF HEALTH SERVICES

as represented by the Minister of Health Services
(hereinafter called "British Columbia")

and

PROVINCE OF SASKATCHEWAN MINISTRY OF HEALTH

As represented by the Minister of Health
(hereinafter called "Saskatchewan")

and

YUKON TERRITORY MINISTRY OF HEALTH

as represented by the Minister of Health
(hereinafter called "Yukon")

and

STATE OF ALASKA DEPARTMENT OF HEALTH

as represented by the Secretary of Health
(hereinafter called "Alaska")

and

STATE OF IDAHO DEPARTMENT OF HEALTH

as represented by the Secretary of Health
(hereinafter called "Idaho")

and

STATE OF MONTANA DEPARTMENT OF HEALTH

as represented by the Secretary of Health
(hereinafter called "Montana")

and

STATE OF OREGON PUBLIC HEALTH DIVISION

as represented by the Director of Public Health
(hereinafter called "Oregon")

and

STATE OF WASHINGTON DEPARTMENT OF HEALTH

as represented by the Secretary of Health
(hereinafter called "Washington")

THIS MEMORANDUM OF UNDERSTANDING IS NOT INTENDED TO BE AND WILL NOT BE INTERPRETED OR CONSTRUED AS A FORMAL OR LEGALLY ENFORCEABLE AGREEMENT BUT IS SOLELY AN EXPRESSION AND RECORD OF THE ARRANGEMENTS AND UNDERSTANDING CONCLUDED BETWEEN THE PARTIES.

THE PURPOSE OF THIS MEMORANDUM OF UNDERSTANDING (MOU) AMONG THE PARTIES IS TO ENGAGE IN A COLLABORATIVE APPROACH TO USING AVAILABLE HEALTH SERVICE RESOURCES TO PREPARE FOR, RESPOND TO AND RECOVER FROM PUBLIC HEALTH EMERGENCIES¹.

A. GOALS:

1. The primary goals of the collaborative approach between the Parties are to:
 - a. Prevent and/or mitigate 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 through integrated surveillance and early notification;
 - b. Respond to surge capacity demands on health systems and health resources efficiently and in a cost effective manner when public health emergencies arise in any jurisdiction party to this MOU; and
 - c. Assess current and explore future areas of operational responsibility that could result in efficiencies when providing health services in the jurisdiction of any Party to this MOU.
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 determine how available emergency assistance capacity can be used to mitigate situations that may overwhelm the health care resources of one or more of the Parties using:
 - a. A regional planning approach;
 - b. Inter-jurisdictional and intra-jurisdiction mutual assistance; and
 - c. Inter-agency and interdisciplinary collaboration.
2. The Parties agree to work towards agreements suitable to the Parties, which would provide for integrated surveillance and early notification.

¹ In this MOU a “public health emergency” is 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 .

3. Each Party, to the extent reasonably practical, will:
 - a. Review, prioritize and determine most likely and most damaging potential emergencies the Parties might jointly experience, whether due to natural disaster, technological hazard, human-caused disaster, emergency aspects of resource shortages, civil disorder, insurgency, or enemy/terrorist attack.
 - b. Review jurisdictional emergency plans and consider developing mutual assistance plans, relevant to:
 1. prioritized emergencies, for public health
 2. mass care and treatment
 3. patient transportation, and
 4. interoperable communications services
 - c. determine the mechanism for management and provision of assistance.
 - d. Develop procedures, relevant to prioritized emergencies, to fill identified gaps and overlaps, and resolve inconsistencies in plans. This includes mobilizing existing community capacities within the Party's jurisdiction to assist in addressing vulnerable populations.
 - e. Explore strategies to minimize disruption to delivery of services, medicines, critical lifeline equipment and other resources, both human and material.
 - f. Investigate procedures for loaning and delivering human and material resources, including those for reimbursement or forgiveness. Explore related issues, such as licenses and permits, liability, compensation and reimbursement that may affect implementation of plans considered as a result of this MOU.
 - g. Explore issues arising under any laws that may affect plans considered as a result of this MOU.
 - h. Assess current areas of operational responsibility to identify how to achieve efficiencies in providing health services and explore future options.

C. GOVERNANCE

The Parties will establish a Joint Coordinating Committee (the "Committee") to provide direction and advice to any authorized working groups as may be determined, by the Committee, to be necessary.

D. REPORTS TO OFFICIALS:

The Committee will report progress, results, and recommendations (as available) to their respective leadership periodically. The Committee will provide an initial progress report to the Parties within one year of founding.

E. 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.

F. 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. It is the intent of the Parties to review the status and progress made under this MOU at the end of the first year of operation. Nothing in this paragraph prevents a Party from withdrawing its participation under this MOU with 60 days written notice to all of the other Parties.

G. AMENDMENT:

Any amendment to this MOU must be in writing and executed by all the Parties.

H. COMMENCEMENT:

This MOU will become effective upon its execution by two or more Parties and continue in force until terminated by the Parties.

Signed:

Minister of Health
Province of Alberta

Secretary of Health
State of Alaska

Minister of Health Services
Province of British Columbia

Secretary of Health
State of Idaho

Minister of Health
Yukon Territory

Secretary of Health
State of Montana

Director of Health Division
Department of Human Services
State of Oregon

Secretary of Health
State of Washington

Minister of Health
Province of Saskatchewan

Annex A

Joint Coordination Committee Terms of Reference

Purpose

The Joint Coordination Committee (hereinafter the “Committee”) is the operational component of the Pacific North West Public Health Alliance. The purpose of the Alliance is to enhance the working relationship among member states and provinces/territory in responding to public health and health service emergencies.

Committee Goals

The goals of the Committee are to:

- Identify opportunities to improve collaborative early warning infectious disease surveillance and surveillance information sharing between the participating jurisdictions, including the type of information to be shared.
- Develop plans to address surge capacity demands on health systems and resources when public health emergencies arise, including a 24/7 response protocol between participating jurisdictions that would identify appropriate contacts and their roles.
- Assess current and explore future areas of collaboration that could result in efficiencies in the provision of health services
- Conduct an annual Cross Border Public Health Preparedness Workshop.

Membership

Core

- Co-Chair – a Canadian and United States representative
- Representative from the State of Alaska
- Representative from the State of Idaho
- Representative from the State of Montana
- Representative from the State of Oregon
- Representative from the State of Washington
- Representative from the Province of Alberta
- Representative from the Province of British Columbia
- Representative from the Province of Saskatchewan
- Representative from the Yukon Territory

Liaison

- Representative from the Public Health Agency of Canada (BC & YK Region)
- Representative from United States Public Health Service Region X

Structure

In addition to the Committee, there may be standing or special sub-committees/working groups (program or focus area committees) to assist in the operation and mission of the Committee. The Committee will authorize such sub-committees/working groups

Sub-committees/working groups will report, through their respective co-chairs, to the Committee.

The Committee Co-chairs will report to their respective sponsoring organization on activity updates.

The development of membership for sub-committees/working groups and their respective Terms of Reference will be proposed by the sub-committee/working group co-chairs and be approved by the Committee. The sub-committee/working group will also develop plans for accomplishment of key tasks related to their mandate. These plans will be approved by the Committee.

Administration

Primary administrative and logistical support will be provided on a rotational basis by the Department or Ministry of one of the co-chairs.

Work plans for key tasks will be developed collaboratively, in conjunction with State Health Department's and Provincial/Territorial Ministries of Health, with agreed-upon deliverables and associated timelines.

Meetings will be in-person or by teleconference with frequency to be determined jointly by the co-chairs.