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Northwest Health Services Coalition
CHARTER

Approval December 10, 2019

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## Article I – Name

Northwest Health Services Coalition

## Article II – Mission

The Northwest Health Services Coalition mission is to serve as a resource for local and regional partners through collaboration, guidance, leadership and support by promoting sustainable planning, training and exercising.

## Article III – Purpose

1. Provide oversight and guidance for planning, implementation of strategies, guidance of financial resources and the execution of respective roles and responsibilities of the Northwest Health Services Coalition. The Northwest regions geographic boundaries are outlined in [Appendix](#_Appendix_B_–) B.
2. During times of disaster that may have regional implications, determine a strategy for ongoing coordination of planning, response and recovery.
3. Monitor, review and implement strategies for improvement consistent with national and statewide capabilities, performance measures and regulations.
4. Promote strategies to strengthen and sustain the healthcare coalition including:
	1. Develop and maintain guidelines, participation rules and responsibilities of members within the Health Services Coalition.
	2. Plan for the sustainment of the Health Services Coalition.
5. Promote preparedness in the healthcare community through standardized practices and integration with other response partners.
6. Foster communication, information and resource sharing between local, regional, tribal and state entities during emergency planning and response.
7. Coordinate local, State and Federal healthcare assets needed and available during a response according to the Coalition All-Hazards Plan.
8. Recognize gaps in the health services coalition’s ability to effectively respond to an incident through exercises and training.
9. Provide tools, resources, and venues for coalition members to engage the organization they represent.

## Article IV – Health Care Preparedness Coalition Membership(Preparedness Plan 2017 – 2.3)

## The Coalition shall have three categories of membership:

### Member Categories

1. Primary members:
	1. Those agencies and organizations with an operational role in providing health services.
	2. Active membership will be evidenced by a signed Agreement and regular participation in meetings, trainings and exercises.
		1. Hospital
		2. Medical Transportation
		3. Emergency Management
		4. Public Health
		5. Tribal Health
		6. Clinics
		7. Long-term Care
		8. Behavioral Health
2. Partner members:
	1. Those agencies and organizations with an operational role in health services in the Region who may contribute to, or benefit from Coalition activities.
	2. Active membership will be evidenced by a signed Agreement along with regular participation in meetings, trainings and exercises.
	3. Partner members may include, but are not limited to:
		1. All-Inclusive Care for the Elderly (PACE)
		2. Ambulatory Surgical Centers (ASCs)
		3. Rehabilitation Agencies
		4. Comprehensive Outpatient Rehabilitation Facilities (CORFs)
		5. End-Stage Renal Disease (ESRD) Facilities
		6. Home Health Agencies
		7. Hospices
		8. Intermediate Care Facilities for Individuals with Intellectual Disabilities (ICF/IID)
		9. Organ Procurement Organizations (OPOs)
		10. Reference Laboratories
		11. Religious Nonmedical Health Care Institutions (RNHCIs)
		12. Transplant Centers
		13. Urgent Care Centers
3. Associate members:
	1. Those agencies and organizations who may contribute to the success of the Coalition but do not have an operational role in health services in the Region.
	2. Associate members may include, but are not limited to:
		1. Minnesota Responds Medical Reserve Corp.
		2. Homeland Security Emergency Management
		3. Medical Advisor
		4. MN Department of Health
			1. Public Health Preparedness
			2. Epidemiology
			3. Nurse Consultant
		5. Emergency Medical Services Regulatory Board
		6. Volunteer Organizations

### Membership Guidelines

1. Active membership in the coalition may be evidenced by written documents such as a Memorandum of Understanding (MOU).
	1. See [Attachment A](file:///C%3A%5CUsers%5C100062237%5CAppData%5CLocal%5CMicrosoft%5CWindows%5CTemporary%20Internet%20Files%5CContent.Outlook%5CBTLASFSW%5CHealth%20Services%20Coalition%20Board%20of%20Directors_draft_MJ%20%28002%29.docx#_Appendix_A_–) for member status.
2. Process for when member participation wanes or ceases:
	1. Regional Healthcare Preparedness Coordinator (RHPC) will have a discussion or send a letter to the facility representative.
	2. Regional Healthcare Preparedness Coordinator will send a written notice to the Agency or Organization’s top Executive followed up by a phone call.
3. A Memorandum of Understanding will be cancelled when:
	1. The Member has indicated they wish to do so,
	2. The Advisory Committee votes to do so upon recommendation by the Regional Healthcare Preparedness Coordinator (RHPC).

## Article V – Meetings and Structure(Preparedness Plan 2017 – 2.4)

### Health Services Coalition Membership

1. The Advisory Committee Chair will chair the Health Services Coalition.
2. Members of the Health Services Coalition will work towards implementing emergency preparedness activities recommended by the Hospital Preparedness Program grant and the Northwest Health Services Coalition.
3. Members shall
	1. Provide feedback to the Advisory Committee.
	2. Participate in education, training and exercises.
	3. Share emergency preparedness information with the regional healthcare committee.
	4. Respond to requests from regional staff. i.e. surveys, alerts, questions, etc.
	5. Serve on committees, workgroups and other ad hoc groups.
	6. Attend and participate in meetings.
	7. Prepare for active participation in discussions and decision making by reviewing materials provided by the Coalition.

### Coalition Meetings

1. The Health Services Coalition will meet face to face at a minimum two (2) times per calendar year.
2. Meetings may be conducted in-person, virtually or a combination of both.
3. Meeting minutes shall be kept and accepted at each meeting to reflect the business of the Coalition.
4. Procedural Policy:
5. Conflict: No one shall profit financially from membership in the Coalition by sales or solicitation at meetings or workshops. Participants will disclose any actual or potential conflicts of interest to the Chair.
6. Decision making: In the spirit of the Northwest Health Services Coalition Purpose, all Coalition business shall be conducted based on the philosophy of mutual respect.
7. Attendance: Members may attend meetings in-person or virtually at the discretion of the Chair.
8. Quorum: A quorum to conduct Coalition business shall be obtained by the presence of one more than half of the members.
9. Voting: Voting on the business of the Coalition may be conducted by those in attendance. A vote will have been deemed passed by receiving a yea from two-thirds of the members in attendance. A voting member is a representative of the member organization. A two-thirds vote is required for the official business of the coalition. A majority vote is required for operational items.
10. Regional Healthcare Preparedness Coordinator Protocols
	1. Coalition business will be vote on by members to include budget, financials, policy, contracts, membership, work plan etc.
	2. Operational items completed by the Coalition Regional Healthcare Preparedness Coordinator (RHPC) that are listed in the work plan will be sent out electronically for feedback, adjusted and then submitted for approval to MDH and/or ASPR per grant guidelines.
	3. When there is an item up for vote, the materials will be sent with the agenda for the meeting. Members will be asked to attend or be on the conference line for the business portion of the meeting. The business portion of the meeting is first on the agenda.

## Health Services Coalition Advisory Committee: (Preparedness Plan 2017 – 4.1)

1. The purpose of the Advisory Committee shall be to:
	1. Approve budgets
	2. Approve Coalition membership
	3. Approve the Work Plan
	4. Choose, enter into agreement with and manage performance of:
		1. Fiscal Agent(s)
		2. Regional Healthcare Preparedness Coordinator (RHPC)
	5. Maintain the capabilities necessary to support members during and incident through the Healthcare Multi-Agency Coordination Group (HMACG) function.
2. The Advisory Committee will be comprised of a representative from each of the following:
	1. Each Hospital member
	2. Medical Transportation
	3. Emergency Management
	4. Public Health
	5. Tribal Health
	6. Long-term Care
	7. Clinic
	8. Behavioral Health
3. The Advisory Committee will be appointed by Primary members at the last Coalition meeting of the calendar year. Elections shall be held in December at the Annual Meeting. Officer terms shall take effect at the beginning of the year.
4. The Advisory Committee will have an Executive Committee elected by the full Advisory Committee. The Executive Committee will consist of:
	1. Chair - The Chair shall represent the HCC and shall collaborate with the RHPC in conducting the business of the HCC. The Chair shall work with HCC members to promote collaboration. The Chair shall represent the HCC on state committees. The term of office for the Chair shall be two years.
	2. Vice-Chair - The Vice-Chair shall perform the duties of the Chairperson in their absence.  The Vice-Chair shall assume the position of the Chair at the conclusion of the Chair’s term. The term of office for the Vice-Chair shall be two years.
	3. Secretary/Treasure
	4. Other Officers and Committees – the Advisory Committee may create such other officers and such committees as it deems necessary to conduct the business of the HCC.
5. The Advisory Committee may provide regional disaster response and support regional multi-agency coordination when requested.

### Advisory Committee Meetings:

1. The Advisory Committee will meet at least six (6) times per calendar year.
	1. Meetings may be attended in person or virtually at the discretion of the Advisory Committee Chair.
2. The last meeting of the calendar year will serve as the Annual Meeting.
3. The Advisory Committee will follow the same voting procedures as the Coalition.
4. Meeting minutes will be kept and made available to members.

### Advisory Committee Resignation:

1. Advisory Committee members will submit a written resignation to the Advisory Committee Chair.
2. Appointments to resigned positions will be accepted at the next scheduled Advisory Committee meeting.

## Article VI – Leadership(Preparedness Plan 2017 – 2.4.1)

1. The Regional Healthcare Preparedness Coordinator (RHPC) shall serve the Coalition in the following capacities:
	1. Convene and facilitate meetings.
	2. Act as a Liaison between the Coalition and the Minnesota Department of Health, Emergency Preparedness and Response.
	3. Coordinate and support committees, work groups, and sub-committees as needed.
	4. Record and distribute meeting minutes.
	5. Serve as a resource for guidance related to emergency preparedness.

## Article VII – Approvals and Revisions

1. The Advisory Committee shall review this Charter at least annually. Updates will be provided to all Coalition members upon approval of the Advisory Committee.

Date Approved:

The Advisory Committee shall review the charter annually to determine updates. Updates will be approved by the advisory committee and distributed to coalition members.

Revision Date(s):

|  |  |
| --- | --- |
| **Purpose** | **Date** |
| Update Charter | May 8, 2018 |
| Update Charter | December 10, 2019 |
|  |  |
|  |  |
|  |  |

# Appendix A – Signed Organizational Members (Preparedness Plan 2017 – 2.3)

Revised November 2019

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **ORG TYPE** | **ORG NAME** | **CITY** | **PARENT COMPANY** | **MEMBER TYPE** |
| RHC | Altru Clinic Crookston | Crookston | Altru Health System | Primary |
| RHC | Altru Clinic East Grand Forks | East Grand Forks | Altru Health System | Primary |
| RHC | Altru Clinic Erskine | Erskine | Altru Health System | Primary |
| RHC | Altru Clinic Fertile | Fertile | Altru Health System | Primary |
| RHC | Altru Clinic Greenbush | Greenbush | Altru Health System | Primary |
| RHC | Altru Clinic Red Lake Falls | Red Lake Falls | Altru Health System | Primary |
| RHC | Altru Clinic Roseau | Roseau | Altru Health System | Primary |
| RHC | Altru Clinic Warroad | Warroad | Altru Health System | Primary |
| RHC | Altru Clinic Thief River Falls | Thief River Falls | Altru Health System | Primary |
| Hospital | Altru Health System | Grand Forks | Altru Health System | Partner |
| EMS | Altru Health System EMS | Grand Forks | Altru Health System | Primary |
| HHA | Altru Home Services | Warren | North Valley Health Center | Primary |
| Renal | Altru Renal Dialysis of Crookston | Crookston | Altru Health System | Primary |
| Renal | Altru Renal Dialysis of Roseau | Roseau | Altru Health System | Primary |
| HHA | Becker County Public Health | Detroit Lakes | Becker County | Primary |
| HHA | Beltrami County Health and Human Services | Bemidji | Beltrami County | Primary |
| EMS | Bemidji Ambulance Service | Bemidji | Independent | Primary |
| OTHER | Bemidji Regional Indian Health Services | Bemidji | Federal | Associate |
| OTHER | Bemidji State University-Emergency Manager | Bemidji | Independent | Associate |
| LTC | Benedictine Care Community | Ada | Benedictine Health System | Primary |
| EMS | Blackduck Ambulance Assoc. Inc | Blackduck | Independent | Primary |
| RHC | Cass Lake Indian Health Services | Cass Lake | Indian Health Services | Primary |
| CAH | Cass Lake Indian Health Services Hospital | Cass Lake | Indian Health Services | Primary |
| LTC | CHI Lakewood Care Center | Baudette | Catholic Health Initiatives | Primary |
| CAH | CHI Lakewood Health Baudette | Baudette | Catholic Health Initiatives | Primary |
| RHC | CHI LakeWood Health Center-Baudette | Baudette | CHI | Primary |
| PH | CHI LakeWood Public Health | Baudette | LakeWood | Primary |
| Hospice | CHI St. Joseph's Area Health Services Park Rapids | Park Rapids | CHI | Partner |
| CAH | CHI St. Joseph's Park Rapids | Park Rapids | Catholic Health Initiatives | Primary |
| HHA | Clearwater County Nursing Service Bagley | Bagley | Clearwater County | Primary |
| Hospice | Clearwater Hospice | Bagley | Clearwater County | Primary |
| FQHC | Community Health Service | Crookston | Independent | Partner |
| LTC | Cornerstone Nursing & Rehab Bagley | Bagley | Cornerstone | Primary |
| AL | Cornerstone Residence Extended Care | Fosston | Cornerstone | Partner |
| AL | Cornerstone Residence of Bagley | Bagley | Cornerstone | Partner |
| LTC | Cornerstone Residence of Fosston | Fosston | Cornerstone | Partner |
| LTC | Cornerstone Residence of Kelliher | Kelliher | Cornerstone | Partner |
| AL | Cornerstone Senior Care | Bagley | Cornerstone | Partner |
| OTHER | EMSRB | Vacant | State | Associate |
| CAH | Essentia Health Ada | Ada | Essentia Health | Primary |
| RHC | Essentia Health Ada Clinic  | Ada | Essentia Health | Primary |
| RHC | Essentia Health Bagley Clinic | Bagley | Essentia Health | Primary |
| EMS | Essentia Health EMS | Ada | Essentia Health | Primary |
| EMS | Essentia Health EMS | Fosston | Essentia Health | Primary |
| CAH | Essentia Health Fosston | Fosston | Essentia Health | Primary |
| RHC | Essentia Health Frazee Clinic | Frazee | Essentia Health | Primary |
| HHA | Essentia Health Home Care West | Detroit Lakes | Essentia Health | Partner |
| Hospice | Essentia Health Hospice West | Fosston | Essentia Health | Partner |
| RHC | Essentia Health Lake Park Clinic | Lake Park | Essentia Health | Primary |
| LTC | Essentia Health Living Center | Fosston | Essentia Health | Primary |
| LTC | Essentia Health Oak Crossing | Detroit Lakes | Essentia Health | Primary |
| RHC | Essentia Health Oklee Clinic | Oklee | Essentia Health | Primary |
| RHC | Essentia Health Park Rapids Clinic | Park Rapids | Essentia Health | Primary |
| Hospital | Essentia Health St. Mary’s Detroit Lakes | Detroit Lakes | Essentia Health | Primary |
| RHC | Essentia Health Walker Clinic | Walker | Essentia Health | Primary |
| HHA | Essentia Home Health Care Fosston | Fosston | Essentia Health | Primary |
| RHC | Essentia St. Mary’s Mahnomen Clinic | Mahnomen | Essentia Health | Primary |
| AL | Fair Meadow Assisted Living | Fertile | Independent | Partner |
| LTC | Fair Meadow Nursing Home | Fertile | Independent | Primary |
| AL | Frazee Assisted Living | Frazee | Independent | Partner |
| LTC | Frazee Care Center | Frazee | Independent | Primary |
| LTC | Good Samaritan Society Blackduck | Blackduck | Good Samaritan Society | Primary |
| OTHER | Greater NW EMS | Bemidji | Independent | Associate |
| LTC | Halstad Living Center | Halstad | Independent | Primary |
| LTC | Havenwood Care Center Bemidji | Bemidji | Independent | Primary |
| OTHER | Heather Winkleblack-HSEM Region 3 | Park Rapids | State | Associate |
| LTC | Heritage Living Center | Park Rapids | Independent | Primary |
| EM | HSEM Region 3 Joint Powers Board | Warren | Independent | Primary |
| HHA | Intercounty Nursing Service | Thief River Falls | City of Thief River Falls | Partner |
| EMS | Kittson County Ambulance | Hallock | Kittson Healthcare Center | Primary |
| Hospice | Kittson County Hospice Inc | Hallock | Kittson Healthcare Center | Partner |
| LTC | Kittson Healthcare | Hallock | Kittson Healthcare Center | Primary |
| CAH | Kittson Healthcare  | Hallock | Kittson Healthcare Center | Primary |
| RHC | Kittson Healthcare Clinic | Hallock | Kittson Healthcare Center | Primary |
| RHC | Kittson Healthcare Clinic of Karlstad  | Karlstad | Kittson Healthcare Center | Primary |
| HHA | Kittson Healthcare Home Healthcare  | Hallock | Kittson Healthcare Center | Partner |
| EMS | Lake of the Woods Ambulance | Baudette | Independent | Primary |
| OTHER | Leech Lake Band Of Ojibwe | Cass Lake | Independent | Associate |
| HHA | Leech Lake Health Division | Leech Lake | Tribal Health | Primary |
| LTC | LifeCare Greenbush Manor | Greenbush | LifeCare Medical Center | Primary |
| HHA | LifeCare Home Care  | Roseau | LifeCare Medical Center | Partner |
| Hospice | LifeCare Hospice  | Roseau | LifeCare Medical Center | Partner |
| CAH | LifeCare Medical Center  | Roseau | LifeCare Medical Center | Primary |
| LTC | LifeCare Roseau Manor | Roseau | LifeCare Medical Center | Primary |
| CAH | Mahnomen Health Center | Mahnomen | Mahnomen Health Center | Primary |
| LTC | Mahnomen Health Center | Mahnomen | Mahnomen Health Center | Primary |
| OTHER | MDH Regional PHPC | Bemidji | Minnesota Department of Health | Associate |
| PH | Norman Mahnomen Public Health | Mahnomen | Polk, Norman Mahnomen counties | Primary |
| PH | North Country CHB | Bagley | Clearwater, Hubbard, Lake of the Woods | Primary |
| EMS | North Memorial Health Ambulance | Park Rapids | Independent | Primary |
| CAH | North Valley Health Center Warren | Warren | North Valley Health Center | Primary |
| RHC | North Valley Health Clinic Warren | Warren | North Valley Health Center | Primary |
| PH | North Valley Public Health | Warren | North Valley Health Center | Primary |
| Psych | Northwest Mental Health Center | Crookston | Independent | Primary |
| LTC | Oakland Park Communities | Thief River Falls | Independent | Primary |
| LTC | Pioneer Memorial Care Center | Erskine | Independent | Primary |
| RHC | Ponemah Clinic | Ponemah | Red Lake I H S  | Primary |
| HHA | Quin Community Health Services | Newfolden | Kittson, Marshall, Pennington, Red Lake, Roseau | Primary |
| CAH | Red Lake Indian Health Services | Red Lake | Indian Health Service | Primary |
| AL | Rivers Edge Assisted Living | Hallock | Kittson Healthcare | Partner |
| LTC | Riverview Care Center | Crookston | RiverView Health | Primary |
| RHC | Riverview Clinic Crookston | Crookston | RiverView Health | Primary |
| RHC | Riverview Clinic East Grand Forks | East Grand Forks | RiverView Health | Primary |
| RHC | Riverview Clinic Fertile | Fertile | RiverView Health | Primary |
| RHC | Riverview Clinic Red Lake Falls | Red Lake Falls | RiverView Health | Primary |
| CAH | Riverview Health Crookston | Crookston | RiverView Health | Primary |
| HHA | RiverView Home Care Crookston | Crookston | RiverView Health | Primary |
| OTHER | Salvation Army | Regional | Independent | Associate |
| EMS | Sanford Bagley Ambulance Services | Bagley | Sanford Health | Primary |
| RHC | Sanford Bagley Clearbrook | Clearbrook | Sanford Health | Primary |
| RHC | Sanford Bagley Clinic | Bagley | Sanford Health | Primary |
| CAH | Sanford Bagley Medical Center | Bagley | Sanford Health | Primary |
| Psych | Sanford Behavioral Health Headwaters ACT | Bemidji | Sanford Health | Partner |
| RHC | Sanford Bemidji 1611 Anne Street Clinic | Bemidji | Sanford Health | Primary |
| RHC | Sanford Bemidji Blackduck Clinic | Blackduck | Sanford Health | Primary |
| RHC | Sanford Bemidji Cass Lake Clinic | Cass Lake | Sanford Health | Primary |
| HHAHospice | Sanford Bemidji Home Care and Hospice | Bemidji | Sanford Health | Primary |
| RHC | Sanford Bemidji Main Clinic | Bemidji | Sanford Health | Primary |
| Hospital | Sanford Bemidji Medical Center | Bemidji | Sanford Health | Primary |
| RHC | Sanford Bemidji Walk In Clinic | Bemidji | Sanford Health | Primary |
| RHC | Sanford Clinic Bemidji | Bemidji | Sanford Health | Primary |
| Renal | Sanford Detroit Lakes Home Dialysis | Detroit Lakes | Sanford Health | Partner |
| Renal | Sanford Dialysis Bemidji |  Bemidji | Sanford Health | Primary |
| Renal | Sanford Dialysis Detroit Lakes | Detroit Lakes | Sanford Health | Partner |
| Renal | Sanford Dialysis Red Lake | Red Lake | Sanford Health | Primary |
| Renal | Sanford Dialysis Thief River Falls | Thief River Falls | Sanford Health | Primary |
| RHC | Sanford Health 929 Central Ave Clinic | East Grand Forks | Sanford Health | Primary |
| AL | Sanford Health Baker Park Housing | Bemidji | Sanford Health-Bemidji | Partner |
| Psych | Sanford Health Behavioral Health Center | Bemidji | Sanford Health | Partner |
| ASC | Sanford Health Detroit Lakes and Same Day Surgery Center | Detroit Lakes | Sanford Health | Partner |
| RHC | Sanford Health Halstad Clinic | Halstad | Sanford Health | Primary |
| RHC | Sanford Health Kelliher Clinic | Kelliher | Sanford Health | Primary |
| RHC | Sanford Health Mahnomen Clinic | Mahnomen | Sanford Health | Primary |
| LTC | Sanford Health Neilson Place  | Bemidji | Sanford Health Bemidji | Primary |
| RHC | Sanford Health Park Rapids Clinic | Park Rapids | Sanford Health | Primary |
| Psych | Sanford Health PrimeWest Residential Support Center | Bemidji | Sanford Health Bemidji | Partner |
| AL | Sanford Health Trillium  | Bemidji | Sanford Health Bemidji | Partner |
| RHC | Sanford Health Twin Valley Clinic | Twin Valley | Sanford Health | Primary |
| RHC | Sanford Health Ulen Clinic | Ulen | Sanford Health | Primary |
| RHC | Sanford Health Walker Clinic | Walker | Sanford Health | Primary |
| AL | Sanford Health Windsong  | Bemidji | Sanford Health Bemidji | Partner |
| LTC | Sanford Health Woodsedge | Bemidji | Sanford Health | Primary |
| HHA | Sanford Home Care East Grand Forks | East Grand Forks | Sanford Health | Primary |
| HHA | Sanford Home Care Mahnomen | Mahnomen | Sanford Health | Primary |
| Psych | Sanford Thief River Falls Behavioral Health Center  | Thief River Falls | Sanford Health | Primary |
| RHC | Sanford Thief River Falls Clinic | Thief River Falls | Sanford Health | Primary |
| CAH | Sanford Thief River Falls Medical Center | Thief River Falls | Sanford Health | Primary |
| EMS | Stephen Volunteer Ambulance Service | Stephen | Independent | Primary |
| LTC | Sunnyside Care Center | Lake Park | Independent | Primary |
| EMS | Thief River Falls Area Ambulance | Thief River Falls | F-M Ambulance | Primary |
| EMS | Tri-County EMS | Karlstad | Independent | Primary |
| LTC | Villa St. Vincent | Crookston | Independent | Primary |
| EMS | Warroad Rescue Unit | Warroad | Independent | Primary |
| LTC | Warroad Senior Living Center | Warroad | Independent | Primary |
| Renal | White Earth Dialysis | White Earth | Tribal Health | Primary |
| RHC | White Earth Heath Center | Ogema | Tribal Health | Primary |
| HHA | White Earth Home Health | White Earth | Tribal Health | Associate |

# Appendix B – Health Care Preparedness Coalition Boundaries



**Northwest Region**

# Appendix C – Northwest Health Services Coalition Agreement

**Northwest Minnesota**



**Health Services Coalition**

**Memorandum of Understanding**

This Memorandum of Understanding (MOU) is made and entered into by and between organizations identified as Members of the Northwest Health Services Coalition.

**RECITALS**

 WHEREAS this MOU is not a legally binding contract but rather signifies the belief and commitment of the undersigned organizations that in the event of an incident or disaster that could impact the region, the health needs of the region will be best met through the coordination and cooperation of the undersigned organizations for the region’s resource and response efforts; and

 WHEREAS, the undersigned organizations desire to set forth the basic tenets of a cooperative and coordinated response plan in the event of a disaster or incident that impacts the Northwest region,

 NOW THEREFORE, in consideration of the above recitals, the undersigned organizations agree to the following:

**Article I: Authority (Charter)**

This MOU is entered into pursuant to the Department of Health and Human Services Assistant Secretary for Preparedness and Response rules, regulations, and as promulgated by the award of funds through the Hospital Preparedness Program Cooperative Agreement. Said Cooperative Agreement, rules, and requirements shall govern in any area not specifically covered in this MOU.

Upon completion of or in addition to the Cooperative Agreement funding award rules and regulations, the Coalition Members shall set forth applicable and necessary rules, requirements and or standards for the pursuant of the Coalition collaboratively developed plan.

**Article II: Term**

The term of this MOU shall take effect upon the concurrent and/or consecutive signing of individual organizations deemed applicable Coalition Members. The MOU shall remain in effect and renew automatically unless written notification to the contrary is provided.

**Article III: Termination**

Coalition Members may elect to withdraw from participation in the Coalition. Notification should to be provided in writing to all members. The Party electing to terminate participation agrees to meet with the Coalition’s Regional Healthcare Preparedness Coordinator (RHPC) to identify reasons for and options to a withdrawal.

Upon withdrawal from participation, the Party relinquishes any continuing rights to services, goods or other benefits of participation.

**Article IV: Area Served**

The area to be served by the Coalition are the Minnesota counties of; Becker, Beltrami, northern Cass, Clearwater, Hubbard, Kittson, Lake of the Woods, Mahnomen, Marshall, Norman, Pennington, Polk, Red Lake, Roseau and the Red Lake Nation (Northwest Minnesota Region).

**Article V: Coalition Administration Move to Article VI**

,A fiscal agent (FA)will serve as grantee and Coalition coordinator. FA shall be responsible for the oversight and administration of grants, grant activities and services directly provided. FA shall be responsible for the purchasing and/or reimbursement of goods and services to address the Coalition objectives.

Separate Service Agreements may be made with Coalition Members for activities or services not included in this MOU.

**Article VI. Coalition Governance Move to Article V**

The Coalition will be governed by an Advisory Committee consisting of primary members in accordance with the Northwest Health Services Coalition Charter (Charter).

**Article VII: Purpose**

Whereas, the Coalition Members share a common commitment to Healthcare Preparedness Planning, Response and Recovery for the Northwest Minnesota Region in the event of a disaster utilizing the history of collaboration and a future vision for improving coordination efforts, resource allocation and response activities in the event of a disaster.

The Coalition Members agree to;

1. Support the sustainability of the Coalition Coordinate healthcare planning to prepare the healthcare delivery and support systems for a disaster
2. Identify and prioritize essential healthcare assets and services
3. Determine gaps in the healthcare preparedness and identify resources for mitigation of these gaps
4. Coordinate training to assist healthcare responders to develop the necessary skill in order to respond
5. Improve healthcare response capabilities through coordinated exercise and evaluation
6. Coordinate with planning for Access and Functional Needs individuals and those with special medical needs.

**Article VIII: Roles and Responsibilities**

1. **Primary Members** agree to participate in essential activities to achieve the purpose as outlined in Article VII; and participate in regional activities as outlined in the Coalition Workplan.
2. Partner Members agree to participate in activities that support the efforts of the Coalition.

Associate Members agree to support the activities of the Coalition by providing guidance, information and technical expertise.

1. **Fiscal Agent** agrees to:
	* 1. Provide assistance in the coordination, securing, mobilizing of Coalition Member resources as deemed necessary and applicable for preparedness planning purposes.
		2. Serve as the conduit between local Coalition Member Incident Command structures and the rest of the region to facilitate communication and allocation of resources.
		3. Serve as the primary entity for the collection, compilation and reporting of the DHS ASPR Cooperative Agreement requirements.
		4. Facilitate the sharing of information to the Coalition Members on regional, state and/or federal efforts.
		5. Engage in applicable sub-contracting agreements to fulfill the requirements of the DHS-ASPR cooperative agreement.

**Article IX: Data Practices and Procedures**

All data collected, created, received, maintained, or disseminated, or used for any purpose pursuant to this MOU is governed by Federal HIPAA-HITECH regulations for data practices, as well as the Minnesota Government Data Practice Act, Minn. Stat. Ch. 13.

**Article X: Insurance and Indemnification**

Coalition Members shall be expected to provide general liability and worker’s compensation insurance for its own members, employees, officers and directors assigned to carry out project activities.

Each Party shall be liable for its own acts to the extent provided by law and hereby agrees to indemnify and hold harmless each other, its officers, employees and volunteers against any and all liability, loss, costs, damages, expenses, claims or actions.

**Article XI: Limitations of the MOU**

This MOU is not intended to create a joint venture or partnership among or between the participants, nor shall it be construed as such, and no participant shall be liable for any obligation incurred by any other participant, except as may otherwise be provided herein. Nothing in this MOU shall be construed as creating a relationship of employer and employee among or between any participants. No agent, employee, or representative of any participant shall be construed or deemed to be an agent, employee or representative of any other participant.

**Article IVX: Execution of the MOU**

The following Coalition Member hereby has the authority to sign and attests and commits to the following;

1. To the agreements and understandings identified in the Articles outlined above; and
2. Having obtained a Mutual Aid Agreement as a requirement of this Coalition; and,
3. Understanding that only this signing entity is responsible for the terms outlined in this MOU and not a representative of other Healthcare Service entities.

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**Authorized Agency Representative Date**

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**Organization Name**