

Memorandum of Understanding

BETWEEN

**The State of Queensland
acting through Queensland Health**

and

**The State of Queensland acting through
the Department of Agriculture and Fisheries
(Biosecurity Queensland)**

and

**The State of Queensland acting through Department of
Education (Office of Industrial Relations)**

FOR

the management of Zoonotic Incidents

2019

This MEMORANDUM OF UNDERSTANDING ('MOU') is made on the 13th day
of November 2019

BETWEEN

The State of Queensland acting through Queensland Health

("Queensland Health")

and

**The State of Queensland acting through the Department of Agriculture and
Fisheries (Biosecurity Queensland)**

("Biosecurity Queensland")

and

**The State of Queensland acting through Department of Education (Office of
Industrial Relations)**

("Office of Industrial Relations")

Part 1 – Background

1. Purpose

- 1.1 The purpose of this MOU is to formalise the principles, standards and management structures that will govern and optimise a flexible, comprehensive, all-hazards and multi-agency emergency management approach to Zoonotic Incidents.

THE PARTIES AGREE AS FOLLOWS:

2. Recitals

- 2.1 The Parties acknowledge that each Party to this MOU has specific roles and responsibilities, defined by legislation and technical expertise, with regard to managing Zoonotic Diseases.
- 2.2 Queensland Health, Biosecurity Queensland and the Office of Industrial Relations will establish a joint, consistent, integrated and scalable framework for the management of Zoonotic Incidents.

- 2.3 The operational details for responding to Zoonotic Incidents are to be described, where appropriate, in standard operational procedures (SOPs) developed jointly by the Parties.
- 2.4 Queensland Health employees are legislatively required to maintain confidentiality under the following legislative provisions:
- (a) Section 77 of the Public Health Act, unless one of the exceptions to section 77 of the Public Health Act applies. This MOU is prescribed under the exception provided for in section 84(1)(b) of the Public Health Act to allow for the disclosure of Confidential Information in relation to Notifiable Conditions to the Parties in accordance with this MOU; and
 - (b) Section 142 of the HHB Act unless one of the exceptions to section 142 of the HHB Act applies. This MOU is prescribed under the exception provided for in section 151(1)(b) of the HHB Act to allow for the disclosure of Confidential Information in relation to Zoonotic Incidents where that Confidential Information relates to a person who has received a Public Sector Health Service to the Parties in accordance with this MOU.
- 2.5 Queensland Health staff are also legislatively required, pursuant to section 31 of the *Information Privacy Act 2009* (IP Act), to comply with the National Privacy Principles with respect to Personal Information.
- 2.6 It is the intention of Queensland Health that Queensland Health staff are permitted to disclose certain Confidential Information in the circumstances outlined in this MOU. Confidential Information may be shared via a number of channels, including, but not limited to, verbally or in written form.
- 2.7 This MOU does not preclude the disclosure of Confidential Information authorised under any of the other exceptions under the Public Health Act, the HHB Act, or any other law.

3. Definitions

Definitions of terms used are in Schedule 2 to this MOU.

Part 2 - Departments responsible for this MOU

At the commencement of this MOU, the Parties have responsibility for the management of Zoonotic Incidents.

4. Queensland Health

- 4.1 Queensland Health is responsible for, among other things, the public health assessment and management of human health risks associated with biological incidents.
- 4.2 Under this MOU, Queensland Health is responsible for/will provide expert human health advice and public health management as appropriate to prevent the transmission of Zoonotic Diseases. Sharing of Confidential Information shall be limited to the circumstances outlined in this MOU.

5. Biosecurity Queensland

- 5.1 Biosecurity Queensland coordinates the government's efforts to prevent, respond to and recover from pests and diseases that threaten the economy and environment.
- 5.2 Under this MOU, Biosecurity Queensland is responsible for and will provide expert biosecurity advice on pests and infectious diseases that could be transmitted between humans and animals including measures to prevent or minimise the effects of biosecurity risks.

6. Office of Industrial Relations

- 6.1 The Office of Industrial Relations (OIR) provides services to support a fair and equitable industrial relations system, safe work environments and improved personal and public electrical safety. The OIR includes the agencies of Workplace Health and Safety Queensland (WHSQ) and the Electrical Safety Office (ESO).
- 6.2 WHSQ's goal is to foster safe and healthy work environments for all workers in Queensland. The key outcome is a reduction in work-related fatalities, injuries and illnesses in Queensland. WHSQ works with all stakeholders to improve work health and safety performance by:

- (a) delivering education and awareness activities to improve the ability of workplace participants to identify and manage risks to work health and safety;
- (b) implementing targeted compliance programs at state and local levels and participating in national compliance activities;
- (c) undertaking enforcement activities;
- (d) managing the registration, licensing and approval regimes under the Work Health and Safety (WHS) Act; and
- (e) working cooperatively with other states, territories and the Commonwealth Government to improve national consistency in work health and safety.

6.3 Under this MOU, WHSQ will provide technical advice and strategies to protect people in the workplace.

Part 3 - Co-operation between departments

The Parties agree to comply with this MOU.

7. Guiding principles

The Parties agree to act in the spirit of mutual cooperation and provide assistance to each other where reasonably practicable to achieve the purposes outlined in this MOU, including the shared commitment to the principles of emergency incident management, which are to:

- (a) prevent the loss of human life;
- (b) limit injury;
- (c) preserve the environment;
- (d) protect property and the economy; and
- (e) unify (join-up) command, control, coordination and communication.

8. Agreed response by Parties to Zoonotic Incidents

- 8.1 One point of contact will be established by Queensland Health, Biosecurity Queensland and WHSQ as the 'alert' mechanism for notification of a Zoonotic Disease.
- 8.2 Queensland Health and Biosecurity Queensland will ensure a system is in place to escalate the alert notification to pre-identified position/s that have the delegated authority to initiate a collaborative response to a Zoonotic Incident.
- 8.3 Queensland Health will:
 - (a) provide expert technical advice to Biosecurity Queensland and WHSQ on human health risks associated with Zoonotic Incidents through ongoing consultation and collaboration into the development and/or revision of fact sheets, guidelines, protocols and SOPs;
 - (b) provide human health advice for all joint media releases in relation to Zoonotic Incidents;
 - (c) inform Biosecurity Queensland and WHSQ by telephone or SMS and email of Zoonotic Diseases that pose a risk to human health or animal health.
- 8.4 Biosecurity Queensland will:
 - (a) inform Queensland Health and WHSQ by telephone or email of any known Zoonotic Incidents;
 - (b) provide expert technical advice on animal management and biosecurity risks in relation to Zoonotic Incidents; and
 - (c) provide the animal management advice for all joint media releases in relation to Zoonotic Incidents.
- 8.5 WHSQ will:
 - (a) ensure a system is in place to pro-actively provide work health and safety advice to the command of a Zoonotic Incident regarding the impact of a Zoonotic Disease risk; and

- (b) inform Queensland Health and Biosecurity Queensland by telephone or email of any known incidents of actual or potential human health risks associated with Zoonotic Incidents.

8.6 Queensland Health, Biosecurity Queensland and WHSQ will:

- (a) work collaboratively during a Zoonotic Incident;
- (b) share all information that is relevant to the successful management of a Zoonotic incident, within the boundaries of each agency's legislative requirements (refer to Part 4 of this MOU);
- (c) consult with each other when developing and/or revising fact sheets, SOPs, guidelines, media releases and other relevant documents that pertain to Zoonotic Incidents/Diseases;
- (d) employ strategies that support cross-agency learning and training to support a multi-agency approach to the management of health risks associated with Zoonotic Diseases; and
- (e) respect the organisational policy and legislative requirements impacting upon each Party and further agree that any joint service provision will reflect and respect these requirements.

9. Policy development

9.1 The Parties acknowledge that issues concerning the management of Zoonotic incidents require specific policy development for effective management. The Parties agree to:

- (a) consult and collaborate, where appropriate, in relation to policy that may affect the management of Zoonotic Incidents;
- (b) identify and share information on current and emerging zoonotic risks associated with Zoonotic Diseases;
- (c) develop strategies that improve integrated service delivery across the three agencies in relation to Zoonotic Incidents;

- (d) develop formal arrangements at the system level in the form of a scalable incident management structure (IMS) and SOPs that clearly define respective roles and responsibilities;
- (e) develop mechanisms to ensure the arrangements described in this part are sustainable over time, including joint Party exercises;
- (f) share information where required in order to manage the Zoonotic Incident in a timely and consistent manner, within the boundaries of each Party's legislative requirements (refer to Part 4);
- (g) work collaboratively towards the prevention of situations that could result in other adverse human health impacts from animals;
- (h) undertake to inform each other of all policy and legislative changes which may impact on the operation or implementation of this MOU;
- (i) undertake, where practicable and appropriate, to ensure that their respective policies are consistent with, and supportive of, this MOU; and
- (j) work collaboratively to resolve potential issues about the operation of the MOU that may arise from proposed or actual legislative and/or policy changes.

9.2 Senior officers from Queensland Health, Biosecurity Queensland and WHSQ will meet at least twice yearly to discuss and address issues in common.

9.3 For major incidents of state-wide significance it is important to note that incident management will align with the State Disaster Management Plan and the Queensland Disaster Management Arrangements.

Part 4 – Disclosure of Confidential Information and Personal Information

10. Legislative obligations

10.1 The Parties acknowledge that general information sharing, where it is considered practical and appropriate, will minimise duplication of government resources. However, strict legislative obligations may apply to each of the

Parties regarding the disclosure of Confidential Information and Personal Information, and the Parties must comply with these legislative obligations.

10.2 The Parties acknowledge that this MOU will not limit any legislative obligations relevant to the right to information (RTI) for members of the public or industry based organisations under the *Right to Information Act 2009* (Qld).

10.3 When Queensland Health is involved in a Zoonotic Incident, the following information may be disclosed to Biosecurity Queensland and/or WHSQ from time to time for the purpose of jointly managing the Zoonotic incident in a timely and efficient manner:

- (a) Name of human Case(s);
- (b) Age of human Case(s);
- (c) Gender of human Case(s);
- (d) Occupation and workplace details of human Case(s);
- (e) Address and or other contact details of human Case(s);
- (f) Names of human Contacts of an animal suspected or confirmed to have the Zoonotic Disease
- (g) Address and or other contact details of human Contacts including workplace details;
- (h) Nature of contact between animals and humans.

10.4 Where possible, consent to disclose the information described in clause 10.3 should be obtained from the person to whom the information applies, prior to disclosure of this information.

11. Confidential Information and Personal Information

11.1 Queensland Health employees have a legislative duty to maintain confidentiality of Confidential Information. Disclosure of Confidential Information by Queensland Health employees to enable all Parties to undertake their respective roles and responsibilities in achieving the purpose of this MOU is contingent upon:

- (a) this MOU being prescribed under the Public Health Regulation pursuant to section 84(1)(b)(i) of the Public Health Act; and
- (b) the Director-General of Queensland Health having made a determination that disclosure of the Confidential Information by Queensland Health staff under this MOU is in the public interest pursuant to section 84(1)(b)(ii) of the Public Health Act;
- (c) this MOU being prescribed under the HHB Regulation pursuant to section 151(1)(b)(i) of the HHB Act; and
- (d) the Director-General of Queensland Health having made a determination that disclosure of the Confidential Information by Queensland Health staff under this MOU is in the public interest pursuant to section 151(1)(b)(ii) of the HHB Act.

11.2 Queensland Health employees may disclose Confidential Information to the other Parties for the purpose of, and in the circumstances described in, this MOU.

11.3 The other Party who receives the Confidential Information from Queensland Health must:

- (a) only use the Confidential Information received pursuant to this MOU for the purpose of this MOU, or as authorised by law; and
- (b) not disclose the Confidential Information to a third party unless expressly authorised by this MOU or with the written approval of the Director-General of Queensland Health; and
- (c) ensure appropriate security measures are in place to protect any Confidential Information from misuse, loss and unauthorised access, modification or disclosure; and
- (d) comply with any reasonable confidentiality conditions, restrictions or directions imposed by Queensland Health with respect to the handling or disclosure of the Confidential Information.

11.4 To the extent that the activities described in this MOU call for the disclosure of Personal Information, the Parties agree that they will comply with their obligations under the IP Act, including by complying with the National Privacy Principles or the Information Privacy Principles (as applicable). Nothing in this MOU overrides or governs the obligations under the IP Act. Where required, the Parties may seek advice from their privacy and right to information unit (or equivalent) in order to establish:

- (a) whether information to be disclosed is Personal Information; and
- (b) if so, whether disclosure of such Personal Information is permitted.

11.5 For clarity:

- (a) from the commencement date, Public Health Act Confidential Information in respect of Notifiable Conditions is permitted in the circumstances described in this MOU;
- (b) from the commencement date, HHB Act Confidential Information in respect of Zoonotic Incidents that relate to persons who have received a Public Sector Health Service is permitted in the circumstances described in this MOU;
- (c) where this MOU calls for information that:
 - (i) is not in relation to a Notifiable Condition; or
relates to persons who have not received a Public Sector Health Service, this MOU does not permit disclosure. In such circumstances, this information is required to be assessed on a case-by-case basis. The Parties acknowledge that the IP Act may apply in these circumstances and, accordingly, agree to comply with their respective obligations under the IP Act or any other applicable law.

11.6 The Parties acknowledge that they are bound by legislative obligations relevant to Personal Information in accordance with the IP Act, including, for

example, the disclosure of the names and contact details of members of the public, as well as employees of the Parties.

11.7 Section 271 of the WHS Act impose a duty of confidentiality regarding information and documents obtained in exercising any power or function under the respective Act. A person must not disclose the information to anyone else, unless an exception applies.

11.8 There are a range of exceptions, including s271(3)(c)(iii) of the WHS Act, which allow for disclosure of information if the regulator reasonably believes:

- (a) the disclosure is necessary for the administration or enforcement of another Act or law, and
- (b) if the disclosure, access or use is necessary to lessen or prevent a serious risk to public health or safety.

11.9 The regulator may also disclose information if they reasonably believe the disclosure is necessary for the administration or enforcement of another Act prescribed under a regulation¹. The Public Health Act and the HHB Acts are prescribed Acts for the purposes of disclosing information under s271(3)(c)(ii) of the WHS Act – see Schedule 18A of the *Work Health and Safety Regulation 2011*.

Part 5 – Management of Zoonotic Incidents

Procedures for the management of Zoonotic incidents are outlined in Schedule 1 to this MOU.

Part 6 – Governance

12. Term of MOU

12.1 This MOU will commence on the later of the dates it is prescribed into the HHB Regulation and Public Health Regulation following the signing of the

MOU by all Parties (Commencement Date) and will continue until the following occurs:

- (a) the MOU is terminated by any of the Parties in accordance with clause 15 of this MOU; or
- (b) either or both of the Regulations are repealed or amended such that Confidential Information cannot be disclosed on the terms of this MOU.

12.2 Any actions taken under this MOU, including any and all disclosures of Confidential Information, are authorised if they are:

- (a) taken during the Term of this MOU; and
- (b) in accordance with the terms of this MOU.

12.3 Any actions with respect to disclosure of Personal Information are not governed by this MOU. The Parties agree to comply with clause 11 above with respect to disclosure of Personal Information.

13. What is not intended under the MOU

This MOU is not intended to:

- (a) override or govern obligations under the IP Act;
- (b) act contrary to other information sharing MOUs;
- (c) create any contractual relationship or be legally binding on the Parties;
- (d) authorise or require a person to disclose information that is the subject of legal professional privilege;
- (e) affect the law or practice relating to legal professional privilege or restrict the statutory duties, directions and powers available to Queensland government agencies that are responsible for the incident management of threats to human or animal health.

14. Variation and Review

This MOU may be varied at any time by an agreement in writing executed by the Parties.

15. Termination

Any Party may terminate the MOU by providing written Notice to the other Parties that this MOU will terminate on a specified date.

16. Notices

16.1 Any Notice to be given under this MOU must be in writing and may be delivered by hand, pre-paid post, facsimile or email transmission to the other Parties as contained in Schedule 3 to this MOU. For the purposes of the *Electronic Transactions (Queensland) Act 2001* (Qld), the Parties consent to the giving of Notices by email.

16.2 A Notice required to be given under this MOU is taken to be received (as the case may be) if:

- (a) delivered personally, on the Business Day it is delivered;
- (b) sent by post, six (6) Business Days after posting;
- (c) sent by facsimile, when the sender receives confirmation that the facsimile has been transmitted to the addressee's facsimile in its entirety;
- (d) sent by email, when the sender's email arrives at the information system from which the recipient can access it.

17. Availability of MOU

The Parties agree to publish the signed and executed MOU on their respective websites.

18. Dispute Resolution

For any matter in relation to this MOU that may be in dispute, the Parties:

- (a) will attempt to resolve the matter at the workplace level between the Parties;
- (b) agree that, if the matter is not resolved at the workplace level, the matter will be referred to appropriate senior managers for resolution; and

(c) agree that, during the time when the Parties attempt to resolve the matter, the Parties continue to comply with this MOU.

19. Costs

19.1 Each Party will bear its own costs incurred in negotiating and settling the terms of this MOU.

19.2 Any costs incurred by a Party associated with meeting their agreed roles and responsibilities as outlined in this MOU, will be met by the respective Party.

19.3 Joint or shared costs between the Parties will be separately negotiated and agreed in writing by the Parties on a case-by-case basis.

Signatories

THIS MOU IS EXECUTED:

For and on behalf of **the State of Queensland** acting through **Queensland Health**

on this _____ day of _____ 2019

by

(signature)

Dr John Wakefield
Director-General, Queensland Health

I, John Wakefield, Director-General, Queensland Health, state that in signing this MOU, pursuant to section 84(1)(b)(ii) of the *Public Health Act 2005* (Qld) and section 151(1)(b)(ii) of the *Hospital and Health Boards Act 2011* (Qld), I consider the disclosure of Confidential Information for the purpose of this MOU is in the public interest.

(signature of witness and date)

(name and designation of witness)

Schedule 1

Management of Zoonotic Incidents

Concept of Operations

A Zoonotic Incident will require a coordinated and collaborative management approach between Queensland Health, Biosecurity Queensland and WHSQ. An example of a Zoonotic incident is a report of a confirmed Hendra virus infection in a horse.

Lead agency status

The Parties agree that the Functional Lead Agency status will be determined by the Parties following assessment of which Party has responsibility for the relevant critical control points on a case-by-case basis.

Trigger

Under an all-hazards approach the trigger for action by the Parties is determined by the potential for serious and/or ongoing human health risks.

On recognition of this trigger, a formal incident should be activated to support a potential Zoonotic Incident response.

Multi-Agency Threat Assessment Team (MATAT)

In order to provide an effective assessment of the threat, the initial emergency Zoonotic Incident management response may include the activation of a multi-agency threat assessment team (MATAT) to determine the credibility of the threat and the potential consequences.

The MATAT will be convened by the Functional Lead Agency (or Agencies) and will comprise representatives with relevant specialist knowledge and experience required to perform the threat assessment and advise of possible consequences.

The MATAT provides advice to the appointed Incident Controller.

The MATAT remains active during the life-cycle of the event. It may be necessary to consult executive members from the involved state and commonwealth agencies. For clarity, disclosure of Confidential Information under this MOU is restricted to the Parties. Nothing in this MOU authorises disclosure of Confidential Information to any other person, including other state or commonwealth agencies.

Incident Command, Control, Coordination and Communication

- a. Where a joint Party response to a Zoonotic Incident as described in this MOU is required, the Incident Controller will be a senior officer from the Functional Lead Agency.
- b. Depending on the size of the Zoonotic Incident, the Incident Controller for the joint agency response may set up an Emergency Operations Centre.
- c. Each Party will retain command and control responsibilities for their respective responses.
- d. Site incident command is managed by the appropriate Party.
- e. All Parties will continue to maintain liaison even when there is limited expected impact to human health.

Hierarchy of Plans

The decision to activate an Australian Veterinary Emergency Plan (AUSVETPLAN) and/or the Biosecurity Emergency Operations Manual (BEOM) will be made for Biosecurity Queensland by the Chief Biosecurity Officer (or delegate).

The decision to activate the Queensland Health Public Health Sub Plan to the Queensland Health Disaster and Emergency Incident Plan in response to a Zoonotic Incident will be made by the Chief Health Officer and Deputy Director-General Prevention Division (or delegate).

Schedule 2

DEFINITIONS

For the Purpose of this MOU, the following terms apply. Unless expressly provided in this MOU, if a term in this Schedule is defined by legislation, the definition in the relevant legislation, as amended from time to time, prevails over the definition in this Schedule.

AUSVETPLAN

AUSVETPLAN means the Australian Veterinary Emergency Plan managed by Animal Health Australia.

BEOM

BEOM means the Biosecurity Emergency Operations Manual, managed by Biosecurity Queensland.

Business Day

Business Day means any day except Saturday, Sunday or a public holiday at the location in the State that this MOU is being relied on.

Case

A Case is a person or animal that is diagnosed with a condition or disease by meeting the criteria of the case definition for that disease.

Contact

A Contact is a person who has, or may have, been exposed to an infected animal or person.

Confidential Information

For the purposes of this MOU, Confidential Information means PHA Confidential Information and HHB Act Confidential Information.

Emergency Operations Centre

An Emergency Operations Centre is a communications facility from which an incident management team operates and where the command, control and coordination of an incident occurs.

Functional Lead Agency

Functional Lead Agency means the Party who is managing the transmission risk of the Zoonotic Incident.

HHB Act

HHB Act means the *Hospital and Health Boards Act 2011* (Qld).

HHB Act Confidential Information

For the purposes of this MOU, HHB Act Confidential Information has the same meaning as in section 139 of the HHB Act. For clarity, HHB Act Confidential Information is limited to Confidential Information relating to persons who have received a Public Sector Health Service only.

HHB Regulation

HHB Regulation means the *Hospital and Health Boards Regulation 2012* (Qld).

Incident Controller

The Incident Controller takes the lead in coordinating the response to a Zoonotic Incident. In a multi-disciplinary response the incident controller would coordinate the strategic response by the agencies involved.

IP Act

IP Act means the *Information Privacy Act 2009* (Qld).

MOU

MOU means this Memorandum of Understanding and includes its Schedules.

Notice

Notice means a notice in writing under or in connection with this MOU from one Party to another Party or other Parties provided in accordance with the requirements of clause 16.

Notifiable Condition

Notifiable Condition has the same meaning as in section 64 of the Public Health Act.

Notifiable Incident

Notifiable Incident has the same meaning as in section 35 of the WHS Act.

Party

Party means one or all of Queensland Health, Biosecurity Queensland and Office of Industrial Relations, who are Parties to this MOU.

Personal Information

Personal Information has the same meaning as in the IP Act.

PHA Confidential Information

For the purposes of this MOU, PHA Confidential Information has the same meaning as defined in section 76 of the Public Health Act. For clarity, PHA Confidential Information is limited to Confidential Information relating to Notifiable Conditions only.

Public Health Act

Public Health Act means the *Public Health Act 2005* (Qld).

Public Health Sub Plan

Public Health Sub Plan means The Queensland Health Public Health Sub-plan is a functional health plan that supports the Queensland Health Disaster and Emergency Incident Plan (QHDISPLAN) and describes the working arrangements between the Department of Health and Hospital and Health Services to minimise the public health consequences of a disaster, major public health event or public health event of state significance impacting the Queensland community.

Public Health Regulation

Public Health Regulation means the *Public Health Regulation 2005* (Qld).

Public Sector Health Service

Public Sector Health Service has the same meaning as in the HHB Act.

Purpose

The Purpose of this MOU means the purpose outlined in Part 1.

Queensland Disaster Management Plan

Queensland Disaster Management Plan means the plan available at: <http://www.disaster.qld.gov.au/cdmp/Documents/Queensland-State-Disaster-Management-Plan.pdf>

Queensland Health

Queensland Health means the State of Queensland acting through Queensland Health and includes all of its Divisions, Branches and Units.

Queensland Health Disaster and Emergency Incident Plan

Queensland Health Disaster and Emergency Incident Plan means the Queensland Health Disaster and Emergency Incident Plan and sub-plans available at: <http://qheps.health.qld.gov.au/emu/html/docs-and-policy.htm>

Regulations

Regulations means the HHB Regulation and the Public Health Regulation.

Schedule

Schedule includes any Schedule to this MOU, as amended from time to time in accordance with this MOU.

SOP

SOP means Standard Operating Procedures.

State Disaster Management Plan

State Disaster Management Plan means the State Disaster Management Plans available at: <http://www.disaster.qld.gov.au/cdmp/Pages/default.aspx>

WHS Act

WHS Act means the *Work Health and Safety Act 2011* (Qld).

WHSQ

WHSQ means WHSQ, being a representative of the Office of Industrial Relations.

Zoonotic Diseases

Zoonotic Diseases are diseases naturally transmissible between vertebrate animals and humans.

Zoonotic Incident

Zoonotic Incident means any situation where there is a risk of actual transmission of a confirmed Zoonotic Disease or other human health impacts that may arise from Zoonotic Diseases.