



Arizona Coalition of Health Emergency Response-Central Mutual Aid Memorandum of Understanding

This Arizona Coalition of Health Emergency Response (AzCHER)-Central Mutual Aid Memorandum of Understanding (MOU) is a voluntary agreement among healthcare provider organizations (hospitals, community health centers, ambulatory surgery centers, long-term care facilities, dialysis centers, and others), nursing schools, and other critical community organizations in the Central Region of Arizona to aid and support each other in the event of a local healthcare emergency that exceeds the available resources of one or more healthcare provider organization(s). The MOU also provides the framework for community-based communications, coordination, and response during a healthcare emergency. This document addresses the relationships between and among organizations within a community and is intended to augment, not to replace, each organization's existing emergency/disaster response plans. Furthermore, this document does not substitute for but rather supplements and strengthens the processes governing interaction with county and state public health and emergency management during a broader disaster.

By signing this MOU, each organization is evidencing its intent to abide by the terms of the MOU in the event of a healthcare emergency. The terms of this MOU are to be incorporated into the emergency/disaster response plans of an organization.

Introduction and Background

A healthcare provider organization could experience a local healthcare emergency, natural or man-made, which exceeds available resources. Such a community healthcare emergency could generate an overwhelming number of patients simultaneously, could result in a smaller number of patients but with specialized medical requirements that exceed the resources of the impacted healthcare provider organization, or could require the partial or complete evacuation due to an incident at a healthcare provider organization.

Local healthcare emergency conditions such as these are neither frequent nor predictable, and the actual risk is therefore difficult to determine for any individual healthcare provider organization. However, the significant potential for harm to patients and the vital role played by healthcare provider organizations in the Central Region of Arizona in addressing and recovering from such an incident requires that healthcare provider organization consider and address the potential consequences of such an event.

Purpose of this Mutual Aid Memorandum of Understanding

An agreement outlining proper community emergency response between healthcare provider organizations and other critical community organizations in the event of a community healthcare emergency is considered to be the current standard of care for contingency planning in addition to being required by regulatory and accrediting bodies. This Mutual Aid MOU is therefore a voluntary agreement among healthcare provider organizations and other critical community organizations that will assist in fulfilling requirements under existing standards as well as institutional and community emergency/disaster response plans. It accomplishes this by coordinating communication; providing for the potential care and transfer of patients; addressing the possible loan of supplies, equipment, and other items; and defining the possible loan of employed staff or assisted volunteerism of non-employed professional staff.

This Mutual Aid MOU is a voluntary, nonbinding agreement among healthcare provider organizations and other critical community organizations, collectively referenced as “community partners.” However, with its signature on this MOU, each community partner states its intent to cooperate with one another and coordinate response efforts in the event of a local healthcare emergency. Each community partner also agrees to incorporate the terms of this MOU into its emergency/disaster management plans.

Agreement

The community partners therefore agree as follows:

1. **Defined Terms.** The terms used in this Mutual Aid MOU shall have the following meanings:
 - 1.1. “Affected healthcare provider organization” is a healthcare provider organization which is impacted by a local healthcare emergency.
 - 1.2. “Assisting community partner” is a healthcare provider organization or other critical community organization which is available upon request to assist an affected healthcare provider organization.
 - 1.3. “AzCHER-Central” is the Central Arizona Coalition for Healthcare Emergency Response, a healthcare emergency response coalition for Gila, Maricopa, and Pinal Counties.
 - 1.4. “AzCHER-Central liaison” is the designated liaison is also the position designated by each community partner to act as a liaison between AzCHER – Central and the community partner.
 - 1.5. “Community” is defined as a Sector of AzCHER-Central (the Southeastern, Northeastern, Central, or Western area of Gila, Maricopa, and Pinal Counties, which a community partner has self-determined within which it resides).

- 1.6. “Community partner” is a healthcare provider organization and any other critical community organizations.
 - 1.7. “Designated community partner liaison” is the position designated by each community partner to act as that community partner’s official liaison to other community partners for purposes of requesting or offering assistance under this Mutual Aid MOU in the event of a local healthcare emergency. Under most circumstances, this position will be the statutory authority, chief executive, or command center liaison for the community partner or for a community partner’s facility or complex.
 - 1.8. “Community or local healthcare emergency” means an overwhelming incident (whether internal or external) which exceeds available resources for a healthcare provider organization.
2. **General Principles.** The community partners agree to the following general principles governing participation in the specific activities described in Sections 3 through 7 of this Mutual Aid MOU:
- 2.1. **AzCHER-Central Liaison.** Each community partner will identify at least one AzCHER-Central liaison (position) to attend the meetings of AzCHER-Central, including Sector meetings.
 - 2.2. **Designated Community Partner Liaison.** Each community partner will identify a designated community partner liaison (position) to request or offer assistance under this Mutual Aid MOU in the event of a local healthcare emergency.
 - 2.3. **Designated Administrator.** Each community partner will identify a designated administrator to approve and sign the Mutual Aid MOU.
 - 2.4. **Documentation.** During a community healthcare emergency, the affected healthcare provider organization will accept and honor the assisting community partner’s standard requisition forms. Documentation should detail the items involved in the transaction, the condition of the item prior to the loan (if applicable), and the party responsible for the care and maintenance of the item until returned.
 - 2.5. **Financial and Legal Liability.** Except as otherwise indicated in this Section 2.6, the affected healthcare provider organization will assume legal responsibility for the personnel, equipment, and supplies from the assisting community partner during the time the personnel, equipment, and supplies are at the affected healthcare provider organization. The affected healthcare provider organization will reimburse the assisting community partner, to the extent permitted by law, for all of the assisting community partner’s costs, as

determined at a reasonable rate. Costs include all use, breakage, damage, replacement, and return costs of borrowed materials; all personnel costs for the assisting community partner's work force resulting from personal injuries suffered at the healthcare provider organization's location resulting in disability, loss of salary, and reasonable expenses; and for reasonable costs of defending any liability claims, except where the assisting community partner has not provided preventive maintenance or proper repair of loaned equipment resulting in patient injury. Reimbursement will be made by the affected healthcare provider organization within ninety days following receipt of an invoice from an assisting community partner. Financial and legal liability applies only to the resources requested and accepted in a written and signed document by an affected healthcare provider organization from a community partner.

- 2.6. **Clinical and Legal Responsibility for Transferred Patients.** Assisting community partners that receive transferred patients from an affected healthcare provider organization will assume the clinical and legal responsibility for transferred patients upon the patients' arrival at the assisting community partner's facility(ies).

- 2.7. **Financial Responsibility for Transferred Patients.** Assisting community partners that receive transferred patients from an affected healthcare provider organization will assume the financial responsibility for transferred patients upon the patients' arrival at the assisting community partner's facility(ies), unless the insurance clause requires that the affected healthcare provider organization retain financial responsibility for the transferred patients. In the event an assisting community partner cannot accept financial responsibility for transferred patients due to insurance restrictions, the affected healthcare provider organization will retain financial responsibility and reimburse the assisting community partner for patient costs. Affected healthcare provider organizations and assisting community partners will make commercially reasonable efforts to cooperate in billing, collections, and appropriately allocating payments received for services provided for patients. Affected healthcare provider organizations and assisting community partners will also make commercially reasonable efforts to cooperate in determining the appropriate compensation for the use of staff, supplies, equipment, or any other items shared by an assisting community partner with an affected healthcare provider organization under this Mutual Aid MOU. The affected healthcare provider organization will reimburse the assisting community partner for the salaries of any employed staff at the rates paid by the assisting community partner, including all necessary shift differentials, overtime, or other such payments that are required to be paid to the staff. All reimbursements will be paid within ninety days of the receipt of an invoice from the assisting community partner.

- 2.8. **Insurance.** Throughout the term of this Mutual Aid MOU, each community partner shall maintain, at its own expense, professional and general liability, workers compensation, and any other required insurance coverage(s) (or comparable coverage(s) under a program or programs of self-insurance) in such form(s) and amount(s) sufficient to cover claims arising from the community partner's duties and responsibilities under this Mutual Aid MOU.
- 2.9. **Hold Harmless.** The affected healthcare provider organization will hold harmless the assisting community partner for negligent acts or omissions of the affected healthcare provider organization and its employees or agents arising out of the good faith response to the request for assistance during a community healthcare emergency.
- 2.10. **Public Relations.** Each community partner will coordinate media response to the local healthcare emergency.
3. **Communication During A Community Healthcare Emergency.** In the event of a local healthcare emergency, the community partners agree to communicate information between each other in the following ways:
 - 3.1. **Communications Systems and Protocols.** Each community partner agrees to receive and send information about any community healthcare emergency via the Health Alert Network (HAN) or other system made available to the AzCHER-Central Sector(s).
 - 3.2. **Identifying Needs and Available Capacity in a Community Healthcare Emergency.** The designated community partner liaison of an affected healthcare provider organization will be responsible for requesting or offering the use of personnel, pharmaceuticals, supplies, equipment, or authorizing the evacuation or admission of patients.
 - 3.3. **Staging Site Notification.** The designated community partner liaison of an affected healthcare provider organization will be responsible for providing a point of contact and that point of contact's contact information for receipt of personnel, pharmaceuticals, supplies, and/or equipment.

The designated community partner liaison of an assisting community partner will be responsible for providing a point of contact and that point of contact's contact information for admission of patients.

4. **Patient Transfers**

- 4.1. **Availability for Patient Transfers.** Upon approval by its designated community partner liaison, in the event of a community healthcare emergency, each community partner agrees to accept patients transferred by

any affected healthcare provider organization under the terms and conditions set forth in this Mutual Aid MOU to the capability and capacity determined by the designated community partner liaison. Assisting community partners shall not be obligated to accept any patients which would exceed its capacity or capability as determined by the assisting community partner.

5. **Supplies and Equipment.**

- 5.1. **Availability of Supplies and Equipment.** Upon approval of its designated community partner liaison, in the event of a community healthcare emergency, each community partner agrees to use commercially reasonable efforts to make equipment and medical and general supplies, including pharmaceuticals, (including, but not limited to ventilators, monitors and infusion pumps) available to any affected healthcare provider organization under the terms of this Mutual Aid MOU. Each assisting community partner shall be entitled to use its reasonable judgment regarding the type and amount of supplies and equipment it can provide without adversely affecting its own ability to provide services.

6. **Employed Staff.**

- 6.1. **Availability of Staff.** Upon approval of its designated community partner liaison, in the event of a community healthcare emergency, each assisting community partner agrees to use commercially reasonable efforts to make employed staff available to any affected healthcare provider organization under the terms of this Mutual Aid MOU. Each assisting community partner shall be entitled to use its reasonable judgment regarding the type and amount of staff it can provide without adversely affecting its own ability to provide services.
- 6.2. **Credentialing.** If the employed staff of an assisting community partner will provide clinical services for patients of the affected healthcare provider organization, the credentialing provisions of the affected healthcare organization shall apply.

7. **Non-Employed Professional Staff.**

- 7.1. **Communication of Needs to Non-Employed Medical Staff at Assisting Hospital.** Upon approval of its designated community partner liaison, in the event of a community healthcare emergency, each assisting community partner agrees to inform their non-employee professional staff of any requests for assistance from an affected healthcare provider organization and offer them the opportunity to volunteer their professional services. Each assisting community partner shall be entitled to use its reasonable judgment regarding the type and amount of non-employee professional staff it can provide without adversely affecting its own ability to provide services.

- 7.2. **Credentialing of Professional Staff.** If non-employee professional staff members of an assisting community partner volunteer their professional services on behalf of an affected healthcare provider organization (or if employed professional staff are assigned there by an assisting community partner), the appropriate official of the affected healthcare provider organization, upon recommendation by the applicable clinical department chair, president of the medical staff, or other medical staff director-level authority will grant emergency clinical privileges to the professional staff.

Prior to granting these emergency clinical privileges, the affected healthcare provider organization will conduct a primary source verification of licensure and current competence for each professional staff to the extent possible in light of the healthcare provider emergency. Emergency clinical privileges granted during a community healthcare emergency are limited in duration to the period in which the affected healthcare provider organization's operational services and/or mass casualty triage capabilities are affected, as determined by the affected healthcare provider organization's designated community partner liaison.

The assisting community partner will cooperate with the affected healthcare provider organization to provide the information necessary in a timely manner to verify employment status, licensure, and training necessary in order for such volunteers to receive emergency credentials at the affected healthcare provider organization.

8. **Miscellaneous Provisions.**

- 8.1. **Entire Agreement.** This Mutual Aid MOU, together with the attached exhibits, constitutes the entire Mutual Aid MOU between the community partners.
- 8.2. **Amendments.** Amendments to this Mutual Aid MOU must be in writing and signed by the community partners.
- 8.3. **Subsequent Superceding Agreement.** The community partners acknowledge that this Mutual Aid MOU may be superceded by a form of agreement adopted after the effective date of this Mutual Aid MOU. In the event such a subsequent Mutual Aid MOU is created, the community partners may terminate this Mutual Aid MOU and replace it by executing the agreed upon new Mutual Aid MOU.

This Mutual Aid MOU supercedes any prior Mutual Aid MOUs for the Central Region of Arizona.

- 8.4. **Non-Exclusive Agreement.** Nothing in this Mutual Aid MOU shall be construed as limiting the rights of the community partners to affiliate or contract with any other entity operating a healthcare provider organization on either a limited or general basis while this Mutual Aid MOU is in effect.

This Mutual Aid MOU is not intended to establish a preferred status for patients of any affected healthcare provider organization.

- 8.5. **Termination.** A community partner may at any time terminate its participation in the Mutual Aid MOU by providing sixty-day written notice to the Chair of AzCHER-Central.
- 8.6. **Notices.** Any notices required or permitted hereunder shall be sufficiently given and deemed received upon personal delivery, or upon the third business day following deposit in the U.S. Mail, if sent by registered or certified mail, postage prepaid, and addressed appropriately.

Community Partner Name

Signed (Statutory Authority for Community Partner)

Title (Statutory Authority for Community Partner)

Date of Signature

Date Received by AzCHER-Central

EXHIBIT A

Community Partner Information

Name of Community Partner Organization:

Name of Individual(s) Currently in the Position that will serve as the Designated Community Partner Liaison for purposes of this Mutual Aid MOU:

Title of Position that will serve as the Designated Community Partner Liaison for purposes of this Mutual Aid MOU:

Contact Number(s) of Designated Community Partner Liaison(s):

E-Mails of Designated Community Partner Liaison(s):

Name of Individual(s) Currently in the Position(s) that will serve as the AzCHER-Central Liaison(s) for purposes of this Mutual Aid MOU:

Title of Position(s) that will serve as the AzCHER-Central Liaison(s) for purposes of this Mutual Aid MOU:

Contact Number(s) of AzCHER-Central Liaison(s):

E-Mails of AzCHER-Central Liaison(s):
