

**Arizona Coalition for Healthcare Emergency Response – South Region  
(AzCHER – S)**

**Memorandum of Understanding (MOU)**

Presented as a requirement of  
NIMS Deliverable ESF #8  
Prepared by the AzCHER-S Management Committee  
In Tucson, Arizona

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South

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## **Arizona Coalition for Healthcare Emergency Response – South**

### **Memorandum of Understanding**

This Memorandum of Understanding (MOU) is a voluntary agreement among the healthcare facilities and agencies located in the Southern Region of Arizona to aid and support each other in the event of a Disaster Situation or a Public Health Emergency. This MOU will meet the National Incident Management Systems (NIMS) Emergency Support Function (ESF) # 8: Public Health and Medical Services requirements. The Arizona Coalition for Healthcare Emergency Response- South (AzCHER – S) currently has 5 identified member sectors: Hospital Sector, Ambulatory Care Sector, Behavioral Health Sector, Long term Care Sector and Hospice/Home Health Sector.

This document addresses the relationships between and among healthcare facilities/agencies and is intended to augment, not to replace, each facility's/agency's disaster plan. The MOU also provides the framework for planning, coordination and response as a community provider of healthcare in a disaster or public health emergency. This document does not replace but rather supplements the rules and procedures governing interaction with other organizations during a disaster (e.g. law enforcement agencies, the local emergency medical services, local public health departments, fire departments, American Red Cross, county emergency management, etc.).

By signing this Memorandum of Understanding each healthcare facility/agency is evidencing its intent to abide by the terms of the MOU in the event of a disaster or public health emergency as described above. The terms of this MOU are to be incorporated in the healthcare facilities'/agencies' emergency management plans.

#### **RECITALS**

WHEREAS, this Memorandum of Understanding is not a legally binding contract but rather this MOU signifies the belief and commitment of the undersigned healthcare facilities/agencies that in the event of a disaster or public health emergency, the medical needs of the Southern Arizona Region will be best met if the undersigned healthcare facilities/agencies cooperate with each other and coordinate their response efforts.

WHEREAS, the undersigned healthcare facilities/agencies desire to set forth the basic tenants of a cooperative and coordinated response plan in the event of a disaster;

NOW THEREFORE, in consideration of the above recitals, the undersigned healthcare facilities/agencies agree as follows:

#### **ARTICLE I**

The undersigned healthcare facilities/agencies will:

- 1.1 Communicate and coordinate efforts to respond to a disaster via their Liaison officer, public information officers and incident commanders with the County Emergency Operations Center (EOC) – Hospital Liaison Officer/Public Health Emergency Preparedness (PHEP) Coordinator.
- 1.2 Receive alert information via the EmSystems, ADHS Health Services Portal (HSP) System, or HAN (Health Alert Network) regarding any disaster or special incident.
- 1.3 Communicate with each other's Healthcare Command Center (HCC) by phone, fax, email and will maintain communication with the respective County EOC and PHEP Coordinator regarding current status.
- 1.4 Utilize a Joint Information System (JIS) during a disaster to allow all public relations/information personnel to communicate with each other and release consistent community and media educational / advisory messages. Each undersigned healthcare facility/agency should designate a Public Information Officer (PIO) who will be the healthcare facility's/agency's liaison with the JIS.

## ARTICLE II

- 2.1 The healthcare facilities/agencies agree to meet at least quarterly under the auspices of the AzCHER – S Management Committee to discuss continued emergency response issues and coordination of response efforts.
- 2.2 Identify primary point-of-contact individuals at each facility/agency and back-up individuals for ongoing communication purposes. These individuals will be responsible for determining the distribution of information within their respective healthcare organizations.

## ARTICLE III

- 3.1 If a disaster affects an undersigned healthcare facilities(s) forcing partial or complete facility evacuation, the other undersigned healthcare facilities agree to participate in the distribution of patients from the affected healthcare facilities, even if this requires activating emergency response plans at the receiving healthcare facilities.
- 3.2 In the event of an evacuation the respective County Office of Emergency Management (OEM/HS) and County PHEP Coordinator will be the point-of-contact to assist in organizing transportation for the evacuation and will distribute patients equitably to the participating healthcare facilities.

- 3.3 The participating healthcare facilities in the Southern Region will contact their County Office of Emergency Management (OEM/HS) and County PHEP Coordinator for assistance with location of available appropriate healthcare beds and transportation of those patients.
- 3.4 In the event of an anticipated evacuation, transportation arrangements will be made in accordance with the affected healthcare facilities' usual and customary practice. MMRS lists may be used by the affected undersigned healthcare facilities to help arrange transportation resources.

#### ARTICLE IV

- 4.1 The undersigned hospital facilities will use EMSsystem to report the hospital's capacity, current capabilities and Emergency Department's ability to receive patients. EMSsystem will be monitored by MEDSCOM and ADHS. The participating healthcare facilities will update this information on the EMSsystem at least once per day so that MEDSCOM and MMRS have current information to immediately determine system resources in the event of a disaster. Additional information regarding current bed status may also be requested as needed.
- 4.2 Bed Capacity and Capabilities including Medical Surge Capacity and Capabilities may be requested as needed.

#### ARTICLE V

- 5.1 An auxiliary hospital (Alternative Care Site) and/or casualty collection location may be required in the event a disaster overwhelms the regional healthcare facilities' capacity and capabilities.
- 5.2 If an auxiliary hospital/Alternative Care Site and or casualty collection location is required, the County EOC will coordinate administration, staffing, and site operations in respective County and coordinate with surrounding regions regarding their needs.
- 5.3 The undersigned healthcare facilities may be asked to contribute volunteer staff to an auxiliary hospital/alternative care site or casualty collection location on an urgent basis, subject to availability.

#### ARTICLE VI

- 6.1 In the event of a disaster when patient care staff is in surplus at one of the undersigned healthcare facilities and lacking at another, the undersigned healthcare facilities with the surplus will share staff to help ensure that the

available healthcare beds in the AzCHER – SE area are adequately staffed during a disaster.

- 6.2 In the event that needed supplies are in surplus at one of the undersigned healthcare facilities and lacking at another, the undersigned healthcare facilities with the surplus will share supplies to help ensure that patients covered under this Regional MOU receive necessary treatment during a disaster situation.
- 6.3 The above staff and supply sharing will occur in cooperation between the incident commanders at the involved undersigned healthcare facilities/agencies. The applicable County EOC and PHEP Coordinator will be kept informed of the exchange.
- 6.4 Lending facilities/agencies will document resources exchanged for potential reimbursement following the incident.

## ARTICLE VII

- 7.1. Assisting healthcare facilities that receive transferred patients from an affected healthcare facility will assume the clinical and financial responsibility for transferred patients upon the patients' arrival at the assisting healthcare facility(ies); unless the insurance requires that the affected healthcare facility retains financial responsibility for the transferred patients. In the event an assisting healthcare facility cannot accept financial responsibility for transferred patients due to insurance restrictions, the affected healthcare facility will retain financial responsibility and reimburse the assisting healthcare facility patient costs. Affected healthcare facilities and assisting healthcare facilities will make commercially reasonable efforts to cooperate in billing, collections, and appropriately allocating payments received for services provided for patients. Affected healthcare facilities and assisting healthcare facilities 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 healthcare facility with an affected healthcare facility under this MOU. The affected healthcare facility will reimburse the assisting healthcare facility for the salaries of any employed staff at the rates paid by the assisting healthcare facility, 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 (90) days of the receipt of an invoice from the assisting healthcare facility.
- 7.2. Throughout the term of this MOU, each healthcare facility 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 MOU.

- 7.3. Immunity: The parties shall have such immunity as provided by applicable state, federal or tribal law
- 7.4. To the fullest extent permitted by law, each the participating healthcare facility agrees to indemnify, defend, and hold harmless the other the participating healthcare facilities and their officers, agents, and employees from all claims, losses, and causes of actions arising out of, resulting from, or in any manner connected with this MOU, but only to the extent such claim, loss, cause of action, damage or injury is caused or contributed to by the negligent acts or omissions of the indemnifying entity.
- 7.5. Each participating healthcare facility shall comply with applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 United States Code. 12101-12213) and all applicable federal regulations under the Act, including 28 Code of Federal Regulation Parts 35 and 36.
- 7.6. Each participating healthcare facilities to this MOU shall not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability, national origin, or ability to pay in the course of carrying out its duties pursuant to this MOU.
- 7.7. Each participating healthcare facility shall comply with all federal, tribal, state and local laws, rules, regulations, standards and Executive Orders, as applicable, without limitation to those designated within this MOU. Any changes in the governing laws, rules and regulations during the terms of this Compact shall apply but do not require an amendment.
- 7.8. Nothing in the provisions of this MOU is intended to create duties or obligations to, or rights in third parties, not parties to this MOU, or affect the legal liability of any participating healthcare facilities to the MOU by imposing any standard of care different from the standard of care imposed by law. In addition, nothing in this MOU is intended to confer any rights or remedies to any person or entity that is not a signatory to this MOU.

## ARTICLE VIII

- 8.1 Federal facilities (e.g., Department of Veterans Affairs and Indian Health Service facilities) may only participate in this agreement consistent with federal law. Applicable law includes, but is not limited to the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 USC §§5121, et seq., and VA assistance to the Department of Defense, 38 USC §8110.

- 8.2 Federal facilities will, to the extent permitted by the Federal Tort Claims Act, 28 USC §§1346(b), 2670-2680, and consistent with applicable federal law, indemnify and hold harmless undersigned healthcare facilities/agencies from and against all claims, demands, or causes of action caused by federal personnel in carrying out their responsibilities.
- 8.3 Federal facilities will comply with the provisions of this agreement to the maximum extent possible. Provisions that conflict with or are subsequently found to conflict with federal law and regulations will be inapplicable to the federal facilities.

## ARTICLE IX

- 9.1 This Memorandum of Understanding together with the attachments constitutes the entire MOU between the undersigned healthcare facilities and agencies.
- 9.2 Amendments to this MOU must be in writing and signed by the participating healthcare facilities and agencies.
- 9.3 An undersigned facility/agency may at any time terminate its participation in the MOU by providing sixty-day (60) written notice to the lead administrator at each of the undersigned participating facilities and agencies within the specific healthcare sector and the participating County Health Departments' Surge Coordinators and Offices' of Emergency Management.
- 9.4 This MOU will be reviewed and revised, as necessary, every three (3) years.

## **EXHIBIT A**

### **DEFINITION OF TERMS**

**Auxiliary Hospital:** A facility established to provide ongoing patient care in a non-hospital environment, primarily to serve as austere care overflow bed space during an epidemic or other prolonged emergency situation with mass casualties.

**Casualty Collection Location:** An area established to collect or triage casualties either between the scene of an incident and the hospital.

**Disaster:** A situation in which an incident's resource requirements exceed available resources. A hazard impact causing adverse physical, social, psychological, economic or political effects that challenges the ability to rapidly & effectively respond. Despite a stepped up capacity and capability (call-back procedures, mutual aid, etc.) and change from routine management methods to an incident command/management process, the outcome is lower than expected compared to a smaller scale or lower magnitude impact

**Emergency Operations Center (EOC):** The coordinator center for emergency response to an incident(s). The State, County, City and affected hospital may each have their own EOC (hospital EOC are labeled HCC or Hospital Command Center by HICS) for their portion of the event, but liaison efforts between such centers are of critical importance.

**Joint Information Center (JIC):** A source of information that is designated by more than one agency or group to speak on behalf of all during an emergency to assure consistent messages and flow of information.

**Hospital Incident Command System (HICS):** A command framework for hospitals developed by the State of California and is NIMS compatible. The incident command system specifies the chain of command and functional positions that may be required during a hospital's response to an emergency situation.

**Hospital Command Center (HCC):** A designated location in the hospital prepared to convene and coordinate response activities, resources, and information during an emergency or disaster.

**Incident Commander (IC):** The individual responsible for all incident activities, including the development of strategies and tactics and the ordering and the release of resources. The IC has overall authority and responsibility for conducting incident operations and is responsible for the management of all incident operations at the incident site. (*NIMS*)

**Metropolitan Medical Response System (MMRS):** The organization of public safety and health agencies that has provided the planning, oversight, and integration of weapons of



mass destruction planning into emergency planning under a grant from the U. S. Department of Health and Human Services.

EMSystem: An internet-based hospital status system used by most of the South-East Arizona Hospitals to report open/closed/divert status in real time. Messaging functions via EMSystem can reach all hospitals with messages simultaneously. Additional functionality according to the MOU language adds bed capacity reporting provisions which are to be updated daily so that real time data is available in case of a mass casualty incident/disaster. EMSystem is overseen by MEDCOM via Tucson Fire Department and the MMRS.

HSP (Health Services Portal): Is a secure, electronic communication system designed to enable local, state, federal and international public health officials to share information about recent outbreaks and other health events in a rapid and secure environment. The HSP system (formerly SIREN), a component of the State of Arizona's Health Alert Network (HAN), provides a secure, web-based system for public health professional to share information and preliminary data on outbreak investigations with a limited number of participants.

Southern Arizona Region: Area comprised of Cochise, Graham, Pima and Santa Cruz counties. The governmental agencies and healthcare facilities within the region are a part of this MOU.

**PARTICIPATING FACILITIES/AGENCIES IN MOU AGREEMENT**

**HOSPITAL SECTOR**

**Cochise County**

Benson Hospital – Benson, AZ

Copper Queen Community Hospital, Bisbee, AZ

Northern Cochise Community Hospital – Wilcox, AZ

Sierra Vista Regional Health Center – Sierra Vista, AZ

Cochise Regional Medical Center – Douglas, AZ

**Graham County**

Mount Graham Regional Hospital – Safford, AZ

**Pima County**

Carondelet Health Network

    St. Mary's Hospital

    St. Joseph's Hospital

Cornerstone Hospital

HealthSouth Rehabilitation Hospitals

    HealthSouth – Central Tucson, AZ

    HealthSouth – Northwest Tucson, AZ

Kindred Hospital

Northwest Medical Center

Oro Valley Hospital

Southern Arizona Veterans Administration Healthcare System

Tucson Medical Center

University of Arizona Medical Center – South Campus

University of Arizona Medical Center – University Campus

USPHS Indian Health Hospital – Sells, AZ

**Santa Cruz County**

Carondelet Holy Cross Hospital – Nogales, AZ

**Yuma County**

Yuma Regional Medical Center – Yuma, AZ

**AMBULATORY HEALTHCARE SECTOR**

Aesthetic Surgery at Hacienda del Sol

Arizona Digestive Institute

Arizona Skin Cancer Surgery Center, P.C

Barnet Dulaney Perkins Eye Center dba Wetmore Surgery Center

Camp Lowell Surgery Center

Carondelet Foothills Surgery Center

Chiricahua Community Health Center - Douglas, AZ

Chiricahua Community Health Center - Elfrida, AZ

DaVita Dialysis

Desert Dialysis

Desert Senita Community Health Center - Ajo, AZ

El Rio Health Center

Fishkind, Bakewell, Maltzman Eye Care and Surgery Center

Marana Health Center, Inc. – Marana, AZ

Mariposa Community Health Center – Nogales, AZ

Mesquite Surgery Center, LLC

Tucson Surgery Center

United Community Health Center – Green Valley, AZ

### **BEHAVIORAL HEALTH SECTOR**

Community Partnership of Southern Arizona

La Frontera Center

Palo Verde Behavioral Health

Sonora Behavioral Health

### **Long Term Care Sector**

Avalon Southwest Health & Rehab

Brookdale Assisted Living

Devon Gables Rehab

Foothills Rehab

HealthSouth Rehab

### **Hospice/Home Health Sector**

Bayada Home Health Care

Casa de La Luz Hospice

Carondelet Hospice/HomeHealth

UAHN Hospice/HomeHealth

St. Luke's Home