

## **Western Region Healthcare Coalition Mutual Aid Memorandum of Understanding**

This Western Region Healthcare Coalition (WRHC) Memorandum of Understanding (“the Mutual Aid MOU”) is entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2015, by and between **all Agencies Listed at the end of this MOU.** These Agencies are collectively referred to as the “Participating Agencies.”

### **Introduction and Background**

The member Agencies of the WHRC could at any time experience a Disaster or emergency condition, natural or man-made, that might exceed a particular Participating Agencies’ available resources. Such a Disaster could generate an overwhelming number of patients simultaneously, or could result in a smaller number of patients but with specialized medical requirements that exceed the resources of the impacted facility or agency (*e.g.*, hazmat injuries, pulmonary, trauma surgery, *etc.*), or could require the partial or complete evacuation due to an incident at a Participating Agency (such as a physical plant event).

Disaster conditions such as these are neither frequent nor predictable, and the actual risk is therefore difficult to determine for any individual Participating Agency. However, the significant potential for harm to patients and the vital role played by the Agencies of Arizona in addressing and recovering from such a Disaster require that participating Agencies consider and address the potential consequences of such an event.

### **Purpose of this Mutual Aid Memorandum of Understanding**

An agreement outlining proper emergency response between Participating Agencies in the event of a disaster 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 Participating Agencies that will assist in fulfilling requirements under existing standards as well as institutional and community emergency management plans. It accomplishes this by coordinating communications between Participating Agencies in the event of a Disaster; providing for the potential care and transfer of patients; addressing the possible loan of supplies, equipment, and other items between Participating Agencies; providing for the possible loan of employed staff or assisted volunteerism of non-employed professional staff; and for other purposes outlined here.

For purposes of this MOU, a Disaster is defined as an overwhelming incident (whether “internal” or “external”) that triggers the emergency management plan of an impacted Participating Agency or associated facility, and exceeds the effective response capability of that facility (a “Disaster”). Such a Disaster will almost always involve state and Local emergency management Agencies, as well as state and Local public health

departments, and this MOU assumes that the emergency management plans of such Agencies and departments may also have been implemented.

This MOU addresses the relationships between and among Participating Agencies and is intended to augment, not replace, each facility's Disaster plan and the established procedures governing interaction with other organizations during a Disaster (*e.g.*, Law Enforcement Agencies, the Local Emergency Medical Services, ADHS, Local Public Health Department, Fire Departments, American Red Cross, CERT, MRC, *etc.*).

**This Mutual Aid MOU is a voluntary, nonbinding agreement among Participating Agencies.** However, with its signature on this MOU, each Participating Agency states its intent to cooperate with one another and coordinate response efforts in the event of a disaster. Each Participating Agency also agrees to incorporate the terms of this MOU into the Agency's emergency management plans.

### **Agreement**

The Participating Agencies therefore agree as follows:

1. **Defined Terms.** The terms used in this Mutual Aid MOU shall have the following meanings:
  - 1.1. "Affected Agency" is a Participating Agency which is impacted by a disaster.
  - 1.2. "Assisting Agency" is a Participating Agency party which is available upon request to assist an Affected Participating Agency.
  - 1.3. "Designated Administrator" is the individual or position designated by each Participating Agency to act as that Participating Agencies official liaison to other Participating Agencies for purposes of requesting or offering assistance under this Mutual Aid MOU in the event of a Disaster.
  - 1.4. "Designated Representative" is the individual or position designated by each Participating Agency to act as a liaison between the Agency's Emergency Preparedness Committee and the Participating Agency for purposes of Disaster planning, and during the development of any Operating Procedures to supplement this Mutual Aid MOU.
  - 1.5. "Disaster" means an overwhelming incident (whether internal or external) that triggers the emergency management plans of an Affected Agency or associated facility, and that exceeds the effective response capability of that facility. A Disaster may affect an entire facility or only a portion of the facility or its health care staff.

- 1.6. “Evacuation” means the process of moving patients and staff from the Affected Agency due to a Disaster that threatens life and/or the ability of the Affected Agency to provide health care services.
- 1.7. “Operating Procedures” means additional detailed procedures for implementing this Mutual Aid MOU which may be developed and which may include the following: (i) the method for making and responding to requests for the transfer of patients and/or the sharing of staff, equipment, supplies and other essential services; (ii) an agreement upon technology to facilitate communication between the parties in the event of a Disaster or Evacuation; (iii) a precise statement of the role of state, federal, county, and other Disaster management or aid Agencies in the event of a Disaster; (iv) the steps required if an entire region experiences a Disaster and (v) the implementation and maintenance of disease surveillance activities and systems, including timely notification of Agency capacity status and reporting of symptom complexes or unusual patterns of symptomatic patients which may be associated with a terrorist attack or other serious community health threat.
- 1.8. “Alternate Care Facility” is set up to provide Agency type care to overflow patients that would normally be admitted to an hospital, but because of overflow conditions these patients are admitted to an “ACF” for observation and treatment. An ACF may be created as an extension of its facility by a agency, or as a separate entity by the Local Health Department Agency.
- 1.9. “HDA” is an acronym for the “Health Department Agency” and is responsible for the health and welfare of the citizens of the Respective County.
2. **General Principles.** The Participating Agencies 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. **Designated Representative.** Each Participating Agency will identify a Designated Representative with the necessary decision making capabilities to attend the meetings of the Agency’s Emergency Preparedness Committee to coordinate the mutual aid initiatives with the Participating Agencies emergency management plan.
  - 2.2. **Designated Administrator.** Each Participating Agency will identify a Designated Administrator to approve and sign the Mutual Aid MOU. The Designated Administrator will also serve as the authorized representative of the Participating Agency to request or offer assistance under the terms of the Mutual Aid MOU.
  - 2.3. **Disaster Drills.** Each Participating Agency agrees to participate in any annual Disaster exercise or drill as called upon by appropriate federal, state, or Local governmental or non-governmental Agencies with such authority. Such

participation could include communicating to the agency a set of data elements or indicators describing the Agency's resource capacity under the situation that may be proposed as part of the exercise or drill.

- 2.4. **Documentation.** During a Disaster, the Affected Agency will accept and honor the Assisting Agency'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.** When an Assisting Agency provides personnel, equipment, and/or supplies to an Affected Agency or Alternate Care Facility, the Affected Agency or the entity responsible for the Alternate Care Facility or Disaster will assume legal responsibility for the personnel, equipment, and supplies from the Assisting Agency during the time the personnel, equipment, and supplies are at the Affected Agency or Alternate Care Facility. The Affected Agency or the entity responsible for the Alternate Care Facility **may** reimburse the Assisting Agency, to the extent permitted by law, for all of the Assisting Agency's costs, as determined by the Assisting Agency's regular rate under non-Disaster circumstances. Costs include all use, breakage, damage, replacement, and return costs of borrowed materials; all personnel costs for Assisting Agency's work force resulting from personal injuries suffered at the Affected Agency's or Alternate Care Facility's location that result in disability, loss of salary, and reasonable expenses; and for reasonable costs of defending any liability claims, except where the Assisting Agency has not provided preventive maintenance or proper repair of loaned equipment which resulted in patient injury. Reimbursement may be made by the Affected Agency or entity responsible for the Alternate Care Facility through reimbursement from budgeted funds, or from state or federal means, provided the incident or emergency falls under the guidelines of an emergency that has been declared and approved through the "Emergency Declaration" process. The Assisting Agency may submit any invoices within ninety calendar days following the close of the declared emergency to the Local County Emergency Management Division or Affected Agency.
- 2.6. **Financial and Clinical Responsibility for Transferred Patients.** Assisting Agencies or Alternate Care Facility that receive transferred patients from an Affected Agency will assume the clinical, legal, and financial responsibility for transferred patients upon the patients' arrival at the Assisting Agency or Alternate Care Facility. Participating Agencies will make their best efforts to cooperate in billing, collections, and appropriately allocating payments received for services provided for patients. Participating Agencies will also make their best efforts to cooperate in determining the appropriate compensation for the use of staff, supplies, equipment, or any other items shared by an Assisting Agency with an Affected Agency under this Mutual Aid MOU. The Affected Agency or Local Health Department may reimburse the Assisting Agency for the salaries

of any employed staff at the rates paid by the Assisting Agency, including all necessary shift differentials, overtime, or other such payments that are required to be paid to the staff. Reimbursement **may** come from budgeted funds, or through state or federal means provided the incident or emergency falls under the guidelines of an emergency that has been declared and approved through the “Emergency Declaration” process. The Assisting Agency may submit any invoices through the Local County Emergency Management Division or the Affected Agency within ninety calendar days following the close of the declared emergency.

- 2.7. **Insurance.** The Affected Agency or Alternate Care Facility will be responsible for the provision of all general, professional, workers compensation, and any other required insurance coverage for the patients, staff, supplies, equipment, or other items transferred or shared by an Assisting Agency under this Mutual Aid MOU.
- 2.8. **Hold Harmless.** The Affected Agency or Alternate Care Facility will hold harmless the Assisting Agency for its negligent acts or omissions arising out of the good faith response to the request for assistance during a Disaster. The Affected Agency or Alternate Care Facility remains, however, responsible for appropriate credentialing of all personnel and for the safety and integrity of the equipment and supplies provided by the Assisting Agency for use at the Affected Agency or Alternate Care Facility.
- 2.9. **Public Relations.** Each Participating Agency will coordinate the appropriate media response to the Disaster with each other, Local Health Department and other relevant organizations. Participating Agencies will develop and coordinate the basic outline of such a response prior to any Disaster. Any media response should include reference to the fact that the situation is being addressed in a manner agreed upon by a previously established mutual aid protocol.
- 2.10. **Communication of Mutual Aid MOU Provisions within the Participating Agency.** Each Participating Agency’s Designated Representative and Designated Administrator are responsible for communicating the commitments in this Mutual Aid MOU to relevant personnel at the Participating Agency and the Local Health Department, coordinating and evaluating the Agency’s participation in exercises of the mutual aid system, and incorporating the MOU concepts into the Agency’s emergency management plan.
- 2.11. **Communication between Participating Agencies during a Disaster.** In the event of a Disaster, the Participating Agencies agree to communicate information between each other and the Local Health Department. The Local Health Department will be the communication liaison between the county and ADHS.
- 2.12. **Communications Equipment.** A Participating Agency will maintain the equipment needed to operate their emergency radio communication system

designated by the Agency Emergency Preparedness Committee to ensure a dedicated and reliable method to communicate with appropriate governmental Agencies and other Participating Agencies. A Participating Agency will participate in any regularly organized testing of the equipment and its effective use. A landline telephone system or cell phone system may be used for discussing sensitive information that should not be communicated via radio.

- 2.13. **Identifying Needs and Available Capacity in a Disaster.** A Participating Agency Command Center should inform the Local Health Department in its region of the Agency's situation in the event of a Disaster, to identify needs that cannot be accommodated by the Agency itself or ways in which the Agency may be available to assist other Affected Agencies or the Local Health Department. The Designated Administrator will be responsible for requesting or offering the use of personnel, pharmaceuticals, supplies, equipment, or authorizing the evacuation or admission of patients. A Participating Agency may also communicate such needs or availability directly to other Participating Agencies or the Local Health Department. **Communication of needs to ADHS will be through the Local Health Department.**

### 3. **Patient Transfers**

- 3.1. **Communication of Needs of Affected Agency.** In transferring patients from an Affected Agency to an Assisting Agency and in accordance with all federal and state privacy laws, the Affected Agency should inform the Local Health Department and other appropriate Government Agencies in its region as soon as the Affected Agency becomes aware of the need to transfer patients, informing them of the number of patients needed to be transferred, the type of care required by these patients, and their acuity level. The Affected Agency may also contact an Assisting Agency directly with such information and request for assistance.
- 3.2. **Availability for Patient Transfers.** Upon approval of its Designated Administrator, in the event of a Disaster each Participating Agency agrees to accept patients transferred by any Affected Agency under the terms and conditions set forth in this Mutual Aid MOU and any Operating Procedures developed by the Participating Agencies. Assisting Agency shall not be obligated to accept any patients unless approved by the Designated Administrator, or which would exceed its capacity or staffing as determined by the Assisting Agency and request for assistance.
- 3.3. **Communication of Availability of Assisting Agency.** In accepting the transfer of patients from the Affected Agency and in accordance with all federal and state privacy laws, the Assisting Agency will make reasonable efforts, whenever feasible, to communicate to Local Health Department and other appropriate governmental Agencies in its region and the Affected Agency regarding the numbers and types/acuity of patients actually transferred.

4. **Supplies and Equipment.**

- 4.1. **Communication of Needs of Affected Agency.** An Affected Agency should inform the Local Health Department and other appropriate governmental Agencies in its region as soon as the Affected Agency becomes aware of its need for equipment or medical or general supplies caused by a Disaster. The Affected Agency may also contact an Assisting Agency directly with such information and request for assistance.
- 4.2. **Availability of Supplies and Equipment.** Upon approval of its Designated Administrator, in the event of a Disaster each Participating Agency agrees to use its best efforts to make equipment and medical and general supplies, including pharmaceuticals, (including, but not limited to ventilators, monitors and infusion pumps) available to each other under the terms of this Mutual Aid MOU and any Operating Procedures developed by the Participating Agencies. Each Participating Agency 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.

5. **Employed Staff.**

- 5.1. **Communication of Needs of Affected Agency.** The Affected Agency should inform the Local Health Department and other appropriate governmental Agencies in its region as soon as the Affected Agency becomes aware of its need for additional staffing caused by the Disaster. The Affected Agency may also contact an Assisting Agency directly with such information and request for assistance.
- 5.2. **Availability of Staff.** Upon approval of its Designated Administrator, in the event of a Disaster each Participating Agency and the Local Health Department agrees to use its best efforts to make employed staff available to each other under the terms of this Mutual Aid MOU and any Operating Procedures developed by the Participating Agencies. Each Participating Agency 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.
- 5.3. **Credentialing.** If the employed staff will provide clinical services for patients of the Affected Agency, the credentialing provisions of Section 6.3 will apply.

## 6. **Non-Employed Professional Staff.**

- 6.1. **Communication of Needs of Affected Agency.** The Affected Agency should inform the Local Health Department and other appropriate governmental Agencies in its region as soon as the Affected Agency becomes aware of its need for professional staff caused by the Disaster. The Affected Agency may also contact an Assisting Agency directly with such information and request for assistance.
- 6.2. **Communication of Needs to Non-Employed Medical Staff at Assisting Agency.** Upon approval of the Designated Administrator, in the event of a Disaster the Participating Agencies and the Local Health Department agree to inform their non-employee professional staff of any requests for assistance from an Affected Agency, and offer them the opportunity to volunteer their professional services.
- 6.3. **Credentialing of Professional Staff.** If non-employee professional staff of Assisting Agency and/or the Local Health Department volunteer their professional services on behalf of the Affected Agency, or if employed professional staff are assigned there by the Assisting Agency and/or the Local Health Department, the Affected Agency's Chief Executive Officer or his/her designee, upon recommendation by the applicable clinical department chair or the president of the medical staff, will grant emergency clinical privileges to the professional staff.

Prior to granting these emergency clinical privileges, the Affected Agency will conduct a primary source verification of licensure and current competence for each provider to the extent possible in light of the Disaster. Emergency clinical privileges granted during a Disaster are limited in duration to the period in which the Affected Agency's operational services are affected, as determined by the Affected Agency's Command Center.

The Assisting Agency and/or the Local Health Department will cooperate with the Affected Agency 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 Agency.

## 7. **Operating Procedures.**

- 7.1. **Designation of Representative.** Participating Agencies and the Local Health Department will identify a Designated Representative and at least one back-up individual to participate in the development of any Operating Procedures determined by the Agency's Emergency Preparedness Committee to be necessary to expand upon and implement the details of this Mutual Aid MOU. The names and contact information for the Executing Agency's Designated Representative, back-up individuals, and other key personnel are attached hereto as Exhibit A.



Participating Agencies and the Local Health Department agree to provide the Agency Emergency Preparedness Committee with timely updates of the information in Exhibit A.

- 7.2. **Participation of Designated Representative.** The Designated Representative and/or back-up individual shall attend meetings and conferences scheduled by the Agency Emergency Preparedness Committee to discuss issues related to this Mutual Aid MOU and to develop any necessary Operating Procedures.
- 7.3. **Finalizing Operating Procedures.** Once developed, finalized, and approved by the Agency Emergency Preparedness Committee, any Operating Procedures will be attached as Exhibit B and become a part of this Mutual Aid MOU. In the event of any inconsistency between this Mutual Aid MOU and the finalized Operating Procedures, the terms of the Operating Procedures shall govern. However, no Operating Procedures must be approved by the WRHC for the general provisions of this MOU to take effect.

## 8. **Miscellaneous Provisions**

- 8.1. **Entire Agreement.** This Mutual Aid MOU, together with the attached exhibits, constitutes the entire Mutual Aid MOU between the Participating Agencies and the WRHC.
- 8.2. **Amendments.** Amendments to this Mutual Aid MOU must be in writing and signed by the Participating Agencies and respective County.
- 8.3. **Subsequent Superseding Agreement.** The parties acknowledge that this Agreement may be superceded by a form of agreement adopted after the effective date of this Agreement through a state-wide effort sponsored by the State of Arizona or a coordinating group designated by the state and including representation by the Arizona Agency and Healthcare Association. In the event such a subsequent agreement is created, the parties may terminate this Agreement and replace it by executing the agreed upon new agreement.
- 8.4. **Non-Exclusive Agreement.** Nothing in this Mutual Aid MOU shall be construed as limiting the rights of the Participating Agencies to affiliate or contract with any other entity operating an Agency or other health care facility 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 Agency.
- 8.5. **Termination.** A Participating Agency or the Local Health Department may at any time terminate its participation in the Mutual Aid MOU by providing sixty-day written notice to the WRHC, **who will then notify all other signatories to this agreement of the termination.**

- 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.

9. **Participating Agencies:**

Arizona Department of Health Services  
Colorado River Indian Tribe/DHS  
Creative Care Long Term Care Facility  
Fort Mojave Tribe  
Havasupai Regional Medical Center  
Indian Health Services  
Kingman Regional Medical Center  
La Paz County Health Department  
La Paz Regional Hospital  
Mohave County Department of Public Health  
Tri City Surgery Center  
Verde Valley Medical Center  
Valley View Medical Center  
Western Arizona Medical Regional Center  
Yavapai County Health Services  
Yavapai County Emergency Management  
Yavapai Regional Medical Center

## **EXHIBIT A**

### **Participating Agency/Agency Information**

Name of Executing Member: \_\_\_\_\_

Name of Designated Administrator: \_\_\_\_\_

Title of Designated Administrator: \_\_\_\_\_

Contact Number of Designated Administrator: \_\_\_\_\_

Name of Designated Representative: \_\_\_\_\_

Title of Designated Representative: \_\_\_\_\_

Contact Number of Designated Representative: \_\_\_\_\_

E-Mail of Designated Representative: \_\_\_\_\_

Name(s) of Back-Up Individual(s): \_\_\_\_\_

Contact Number of Back-Up: \_\_\_\_\_

E-Mail of Back-Up: \_\_\_\_\_

## **Exhibit B**

### **Operating Procedures**

To be attached if adopted pursuant to this Agreement

**Signature Page:**

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**Agency (Type or Print Name)**

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**Authorized Member (Print Name)**

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**Authorizing Signature**

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**Date**