



Arizona Coalition for Healthcare Emergency Response – Central Region

Mutual Aid and Cooperative Assistance Memorandum of Understanding

January 2019

I. Introduction and Background

The Arizona Coalition for Healthcare Emergency Response - Central Region (hereinafter referred to as AzCHER-Central) is an affiliation of acute and non-acute care healthcare facilities, emergency management agencies, public health departments, and emergency medical services in the central region of Arizona, comprised of Gila, Maricopa, and Pinal Counties, that seeks to unify the healthcare system and its partners to strengthen community resilience. The region consists of the most populous portions of the state and is susceptible to both natural and man-made emergencies and disasters that could exceed the resources of any individual healthcare organization.

A health-related emergency or disaster could result in incidents generating an overwhelming number of patients or a smaller number of patients whose specialized medical requirements exceed the resources of the impacted facility (e.g., hazmat injuries, pulmonary, trauma surgery, etc.). Most importantly, an incident could affect a healthcare organization's continuity of operations through impacts to building or plant functions and could potentially result in the need for partial or complete healthcare facility evacuation.

As such, AzCHER-Central facilitates the distribution and tracking of this inter-organizational Agreement, which describes the relationship and the associated procedures that participating healthcare organizations can utilize to share resources in supporting each other during response to potential or real emergencies or disasters.

II. Purpose of Mutual Aid and Cooperative Assistance Memorandum of Understanding

The mutual aid support concept is well established and is considered "standard of care" in most emergency response disciplines. Historically, mutual aid was rendered without expectation of cost reimbursement or other financial consideration. Cooperative assistance is a variation on mutual aid, where one organization provides resources to a similar organization during emergencies or disasters and costs are reimbursed to the assisting organization (i.e., compensated mutual aid). Due to the changing nature of how healthcare emergency response is conducted in Arizona and to provide a more inclusive process that covers both hospitals and non-hospital providers, this MOU has been designed to supersede and replace all previous versions of the AzCHER-Central Mutual Aid Memorandum of Understanding, signed copies of which shall be null and void as of January 1, 2019.

The Mutual Aid and Cooperative Assistance Memorandum of Understanding (hereinafter referred to as MOU or Agreement) is an agreement between participating healthcare provider organizations in the central region of Arizona to cooperate and provide aid in the form(s) of 1) personnel and staffing; 2) equipment, supplies, and pharmaceutical sharing; 3) transfers of patients to appropriate facilities that can continue care; and/or 4) administrative functions.

The MOU shall provide for mutual assistance among participating healthcare organizations in the prevention of, response to, and recovery from any disaster that results in a declared internal disaster/emergency at the requesting organization or an external disaster which has been declared by the Federal Government, the State, or other political subdivision.

No participating member shall be required to provide assistance unless it determines that it has sufficient resources to do so, and nothing in this Agreement shall supersede HIPAA requirements or circumvent local and/or statewide emergency management plans.

By signing this MOU, an 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 each participating organization.

III. Definitions

The following terms are defined exclusively as they are referred to within this Agreement. These definitions shall not be construed, carried over, or otherwise applied to other documents, plans, or procedures that are not an explicit counterpart of this instrument.

- **“Affected Organization”** means a healthcare provider organization that is impacted by a local healthcare disaster or emergency.
- **“Assisting Organization”** means a signatory organization that has offered or is rendering assistance to another (i.e., “supported”) signatory organization in response to the supported organization’s request.
- **“Authorized Administrator”** means the individual or her/his designee who maintains the authority to issue a request for mutual aid or cooperative assistance on behalf of an affected organization OR deploy resources to an affected organization under the terms of this MOU.
- **“AzCHER-Central”** means the group of organizations that is responsible for the development, distribution, and tracking of this MOU. AzCHER-Central does not, in and of itself, provide the resources described in Section II, but rather facilitates this inter-organizational Agreement that provides a platform for the inter-facility exchange of resources.
- **“Coalition”** means the Arizona Coalition for Healthcare Emergency Response – Central Region.
- **“Cooperative Assistance”** means compensated mutual aid.
- **“Healthcare disaster”** means any incident that exceeds or overwhelms a healthcare organization’s resources in meeting critical needs.

- **“Healthcare emergency”** means any incident that severely challenges a healthcare organization’s resources in meeting critical needs.
- **“Mutual Aid”** means the sharing of resources between MOU signatory organizations during healthcare emergencies and/or disasters pursuant to the terms in this MOU.
- **“Participating organization”** means any healthcare organization that has signed this MOU and has agreed to provide mutual aid and/or cooperative assistance under the terms of this Agreement. A participating organization may or may not be a member of AzCHER-Central.
- **“Supported organization”** means an MOU signatory organization that is receiving assistance from another (i.e., “assisting”) signatory organization or from outside sources through AzCHER-Central.
- **“Worker’s compensation”** means the government-administered system for providing benefits to individuals injured or killed in the course of employment, regardless of fault.

IV. General Principles of Understanding

- a. Legal construct of the MOU: This MOU reflects the voluntary relationship between the participating organizations for the provision of mutual aid and cooperative assistance at the time of a healthcare emergency or disaster, or in anticipation of an imminent, severe emergency. This Agreement expresses the intentions of participating organizations to assist each other in good faith when possible but is not a legal contract and shall not be construed as binding participating organizations to each other or to any other party.
- b. Healthcare emergency or disaster situation: For the purposes of this MOU, a healthcare emergency or disaster may be an “external” or “internal” incident for participating organizations and will be severe enough for at least one participating organization to have activated its Emergency Operations Plan. An incident of this magnitude will frequently involve one or more of the following: the county public health department, the county emergency management agency, the Arizona Department of Health Services, and/or local fire and emergency medical services departments.

This MOU does not govern the exchange of resources among participating organizations in non-emergency situations, but it is used to guide resource allocation during Coalition planning and exercises.

- c. Coverage under the MOU: A healthcare organization becomes covered under this MOU when an authorized executive from the organization signs this MOU and submits to the Coalition for tracking and sharing with other participating organizations. For organizations that are signatories to the previous AzCHER-Central Mutual Aid Memorandum of Understanding, this document supersedes all previous MOUs in guiding resource sharing between participating organizations.
- d. Financial and Legal Liability: Except as otherwise indicated in this section, the affected organization will assume legal responsibility for the personnel, equipment, and supplies from the assisting organization during the time the personnel, equipment, and supplies are at the affected organization. The affected organization will reimburse the assisting organization, to the extent permitted by law, for all of the assisting organization’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 organization's work force resulting from personal injuries suffered at the affected 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 organization has not provided preventive maintenance or proper repair of loaned equipment resulting in patient injury. Reimbursement will be made by the affected organization within 90 days following receipt of an invoice from an assisting organization. Financial and legal liability applies only to the resources requested and accepted in a written and signed document by an affected organization from an assisting organization.

- e. Clinical and Legal Responsibility for Transferred Patients: Assisting organizations that receive transferred patients from an affected organization will assume the clinical and legal responsibility for transferred patients upon the patients' arrival at the assisting organization's facility(ies).
- f. Financial Responsibility for Transferred Patients: Assisting organizations that receive transferred patients from an affected organization will assume the financial responsibility for transferred patients upon the patients' arrival at the assisting organization's facility(ies), unless the insurance clause requires that the affected organization retain financial responsibility for the transferred patients. In the event an assisting organization cannot accept financial responsibility for transferred patients due to insurance restrictions, the affected organization will retain financial responsibility and reimburse the assisting organization for patient costs. Affected organizations and assisting organizations will make commercially reasonable efforts to cooperate in billing, collections, and appropriately allocating payments received for services provided for patients. Affected organizations and assisting organizations 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 organization with an affected organization under this MOU. The affected organization will reimburse the assisting organization for the salaries of any employed staff at the rates paid by the assisting organization, 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 90 days of the receipt of an invoice from the assisting organization.
- g. Insurance: Throughout the term of this MOU, each participating organization 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 participating organization's duties and responsibilities under this MOU.
- h. Hold Harmless: The affected organization will hold harmless the assisting organization for negligent acts or omissions of the affected organization and its employees or agents arising out of the good faith response to the request for assistance during a healthcare disaster or emergency.
- i. Public Relations: Each participating organization will coordinate media response to the local healthcare disaster or emergency. If established, each participating organization involved in the response will assign an appropriate person to participate in a Joint Information System to ensure coordinated, consistent information during an emergency.

- j. Limitations regarding Outside Authority: This instrument does not supplant, but rather supplements, the laws, regulations, rules and procedures governing interaction of participating organizations with other organizations during an emergency or disaster (e.g., emergency services agencies, public health agencies, and independent vendors, suppliers, or other entities).
- k. Expectations regarding Participating Organizations: This MOU augments, but does not replace, each participating organization's Emergency Operations Plan (EOP) and its resource acquisition and management processes. Issuing a request for mutual aid or cooperative assistance under this MOU assumes that the requesting organization has already activated its EOP, has implemented efforts to obtain the requested resource through independent means, and has projected or determined that additional resources are necessary to maintain healthcare services and/or meet unusual patient needs.
- l. Documentation: During a healthcare disaster or emergency, the affected organization will accept and honor the assisting organization'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.
- m. Sovereignty and Independence of Participating Organizations: This MOU recognizes that each participating organization must act in its own interests and under its own unique operational or regulatory restrictions. Each participating organization will therefore participate in resource sharing hereunder voluntarily. If it is unable or elects not to render mutual aid, this MOU does not compel a facility to do so. If a participating organization determines that it can share resources, the supported organization agrees to compensate the costs of resource sharing as defined in this MOU.
- n. Good Faith Basis: By entering into this MOU, each participating organization is evidencing its good faith intent to abide by the terms of the MOU to the best of its ability during healthcare emergencies or disasters as described above. The terms of this MOU should be incorporated into the appropriate functional elements of the participating organizations' individual Emergency Operations Plans.

V. Specific Principles of Understanding

- a. Activation of the MOU: The MOU is activated when a participating organization submits a request directly to another participating organization. A list of all participating organizations will be maintained on the Coalition's Web-based document sharing tool (BaseCamp). Participating organizations shall keep a copy of the MOU roster with this signed MOU as addenda to the emergency operations plan. Parties must notify the Coalition within three business days of an MOU activation.
- b. Authorizing Mutual Aid or Cooperative Assistance: During an impending or actual emergency or disaster, only the authorized administrator (or designee) at each participating organization has the authority to request or to offer assistance through this MOU. Communications to finalize mutual aid or cooperative assistance between participating organizations should therefore occur among the senior administrators or their designees, which during emergencies are the parties' respective emergency operations center or command post.

- c. Resource description: There is currently no national or local resource description standard (i.e., National Incident Management System or NIMS resource typing) for health and medical resources. All requests and offers should therefore be communicated in plain English with the appropriate level of detail necessary to fully describe the intended use of the requested or offered resource(s). These include:
1. The kind, type, and number of resources needed
 2. An estimate of how quickly and for how long the resources may be needed
 3. The reporting location for resources arriving at the supported organization's facilities.
- d. Prompt consideration of resource requests: Participating organizations agree that a decision as to whether their organization can offer resources to support the request will be made and reported in the time frame specified in the resource request. An offer of assistance in response to a member request should be documented as soon as feasible.
- e. Confirmation of the sharing arrangement between parties: Mutual aid and/or cooperative assistance will be provided promptly upon notice of resource availability and acceptance of the offered assistance by the affected organization. Confirmation of the sharing arrangement between the parties regarding the offered and accepted resources should be accomplished as soon as practicable. Confirmation of the sharing arrangement constitutes full acknowledgement of the mutual aid and cooperative agreement terms set forth in this MOU. If the request is for immediate and critical assistance, the assisting and supported organizations may act based upon an oral understanding, with documentation following as rapidly as is feasible.
- f. Communications: Each participating organization agrees to receive and send information about any healthcare disaster or emergency via the Health Alert Network (HAN) or other system made available to the Coalition.
- g. Supervisory authority: The supported organization will have direct operational supervision authority over the assisting organization's personnel, loaned equipment, and supplies once received. For loaned personnel, the assisting organization remains administratively responsible for its personnel (direct pay, personal and professional benefits) with the supported organization reimbursing the assisting organization for its costs as stipulated in paragraph v. below. The following will guide personnel resources offered in response to resource requests:
1. The supported organization shall determine the authority, scope of practice, and level of supervision for personnel loaned by assisting organizations pursuant to the terms of this MOU. This information will be conveyed to personnel arriving at the supported organization, ideally through an orientation briefing.
 2. Personnel offered by assisting organizations should be limited to staff that are fully accredited or credentialed in their home institution. No resident physicians, medical/nursing students, or other in-training persons should be volunteered unless this is specifically acceptable to the requesting facility.
 3. Upon arrival, accepted personnel shall work directly for an assigned supervisor at the supported facility, but the assisting organization remains administratively responsible for their pay and for their personal and professional benefits.

4. The Medical Director (or in the case of non-hospitals, the equivalent position) and Human Resources Department of the supported organization are responsible for providing a mechanism to grant emergency credentialing privileges for physicians, nurses, and other independent (licensed) healthcare providers to provide services at the supported organization.
- h. Facilities: Facilities offered by supporting organizations can be utilized for a range of purposes. Facilities accepting patient transfers from the affected organizations are addressed separately in section j. below.
1. Supported organizations must convey to the assisting organization the intended use and expected duration of occupation (i.e., use) of the loaned facility.
 2. For situations in which the loaned facility will be utilized for clinical care by the supported organization and its personnel, the supported organization is responsible for all costs, administrative and otherwise, related to the use and post-use rehabilitation of the facility.
 3. The supported organization will be responsible for return of the facility in its original condition (structural and non-structural) or for reimbursing the cost of restoring the facility to its original condition by the assisting organization, including administrative costs for supervising the restoration.
- i. Patient beds (for emergency patient transfer from the supported organization): In situations involving an emergency evacuation of a participating organization's in-patient or residential healthcare facility, such organization is responsible for the decision to evacuate and determines the healthcare destination of each evacuated patient and staff member. The patient remains the responsibility of the affected organization (evacuating facility) and the patient transport authority until reaching the premises of the assisting organization.
1. The assisting healthcare organization that accepts patients assumes the healthcare responsibility for those transferred patients upon arrival and reception at the assisting facility. An appropriately credentialed healthcare provider will be assigned as the responsible provider of record. The patient's original provider may be granted emergency or courtesy privileges (and would potentially remain the provider of record) according to the assisting facility's credentialing and privileging policies.
 2. Transferred staff may be granted temporary privileges at the assisting facility and come under the supervisory operational authority of the assisting facility where they are working. Transferred staff members remain administratively under the responsibility of the supported facility for the purposes of pay and personal and professional benefits.
 3. The supported organization has ultimate responsibility for reimbursing the cost of care provided by the assisting organizations to its transferred patients. They should, therefore, contact third party payers once capable of doing so to address continued payment for covered services for transferred patients.
- j. Equipment & supplies: Requested equipment and supplies may include durable and non-durable goods (e.g. pharmaceuticals). The responsibility for transportation of these resources resides primarily with the supported organization. Assisting organizations should be provided with a delivery point/staging location at the supported organization.

- k. Durable and non-durable goods: Durable goods will typically be loaned to the supported organization. If the assisting organization charges a fee for the use of such item(s), this rate should be determined and documented at the time the offer is accepted or as soon as feasible thereafter when time is of the essence. Upon return of resources, the supported organization is responsible for any associated rehabilitation costs for the durable item(s).
Non-durable items can be returned or retained by the supported organization. The supported organization is responsible for costs to replace retained items or rehabilitate returned resources.
- l. Resource recall: The assisting organization may recall its personnel or other resources from a supported organization through a formal request for recall. Recall requests may be submitted by the assisting organization at any time in its discretion but will be made in good faith based upon the immediate or projected needs of the assisting organization. Supported organizations shall honor the assisting organization's request for recall at the earliest opportunity while protecting against significant adverse effects on existing patients that are supported by the recalled resources.
- m. Documentation: During a healthcare emergency or disaster when time is of the essence, the supported organization may submit initial resource requests orally. As soon as feasible, these requests should be documented and conveyed in the appropriate fashion. Resources may not be committed by assisting organizations until written documentation is obtained.
- n. Transportation of resources: The supported organization is responsible for arranging transportation of loaned resources to and from their facility. They are also responsible for transportation arrangements for patients to other facilities.
- o. Media interaction: Each participating organization agrees to discuss only its specific situation regarding mutual aid and cooperative assistance under this MOU. Assisting organizations will avoid discussing the situation at the supported organization unless specifically released to do so by the supported organization.
- p. Demobilization procedures: The supported organization will provide and coordinate any necessary demobilization procedures for loaned resources. The supported organization is also responsible for providing the loaned personnel, equipment and other resources with the transportation necessary for return to their home facility.
- q. Exercise: Each participating organization will participate in scheduled exercises that include communicating a set of data elements or indicators describing the organization's resource capacity.
- r. Legal Liability:
1. Responsibility for expenses: The supported organization assumes responsibility for the legal liability of personnel, equipment, and supplies loaned by the assisting organization during the time the personnel, equipment, and supplies are at the supported organization's facility or in transit thereto. Liability claims, malpractice claims, disability claims, attorneys' fees, and other costs incurred by assisting organizations related to the loan of resources are the responsibility of the supported organization. An extension of liability coverage will be provided by the assisting organization, to the extent permitted by Federal and State of Arizona law, insofar as the loaned personnel are operating within their scope of practice.

2. Hold Harmless Clause: The supported organization(s) holds harmless the assisting organization for acts or omissions on the part of the assisting organizations in their good faith response to requests for assistance during a healthcare emergency or disaster. The supported organization is responsible for appropriate credentialing of personnel operating under its supervision, and for the safety and integrity of the equipment and supplies provided for use at the supported organization's facilities. The supported organization, however, is not responsible for acts of the assisting organization's personnel that are deemed to constitute gross negligence or are criminal in nature.
- s. Personnel expenses
1. Salary and pay: The supported organization will make a good faith effort to provide payment to reimburse the assisting organization for the salary or hourly pay of the loaned personnel. This will be determined at the loaned personnel's rate as established at the assisting organization, with salary pro-rated from the time of deployment to the time of physical return to the assisting organization. Payment to hourly wage employees will be determined by the hours worked at the supported organization, and the supported organization will reimburse the assisting organization for this cost. This section is in force only if the loaned personnel are employees being paid by the assisting organization or its subsidiaries.
 2. Other personnel expenses: Reimbursable personnel costs include expenses related to personnel injury or illness from the deployment that result in disability, loss of salary, and reasonable expenses charged to workers' compensation or other cost centers in the assisting organization.
 3. Payment for services of independent personnel resources: The supported organization will make a good faith effort to provide payment for services to contractors, independent healthcare providers, and other personnel deployed through assisting organizations but not paid by them or their subsidiaries as salaried or hourly wage employees.
- t. Non-personnel resource expenses: Reimbursable resource costs include all use, breakage, damage, replacement, rehabilitation and return costs of borrowed equipment and supplies, and for reasonable costs of defending any liability claims, except where the assisting organization has not provided preventive maintenance or proper repair of loaned equipment which resulted in patient injury.
- u. Repayment terms: All payments and reimbursements will be made by the supported organization within 90 days following receipt of the invoice from the assisting organization.
- v. Determination of costs: Parties to this MOU accept that responsibility for personnel costs begin at the time the resource support is dispatched to the supported organization. Personnel resource expenses include any costs associated with worker's compensation or liability expense (including legal representation in case of liability or malpractice actions) incurred by deployed personnel traveling to and from or working at the supported organization. All personnel, equipment, and supplies provided through cooperative assistance are reimbursed at the actual cost to the assisting organization, or if actual cost data is unavailable, at estimated actual cost. The determination of cost shall be made in good faith by the assisting organization, and the calculation of cost shall be made available to the supported organization upon request.

- w. Mediation and Dispute Resolution: This MOU is not intended to provide a framework for addressing post-emergency litigation claims. However, to the extent that litigation could result from the acts of the parties in carrying out the MOU (e.g., claims related to actual costs of reimbursement), the parties agree to submit any actionable claim to non-binding arbitration and dispute resolution (or an analogous mechanism) prior to the inception of litigation.

VI. Severability

Should a court of competent jurisdiction rule any portion, section, or subsection of this Agreement invalid or a nullity, that fact shall not affect or invalidate any other portion, section, or subsection, and all remaining portions, sections, or subsections shall remain in full force and effect.

VII. Termination

The undersigned health care entity may at any time terminate its participation in this Agreement by providing 60 days written notice to the Arizona Coalition for Healthcare Emergency Response – Central Region. The Coalition shall then notify all participating organizations of the effective change in status. An organization’s withdrawal from the Agreement shall not affect its reimbursement obligations or any other liability or obligation incurred under the terms of this Agreement.

VIII. Signature

IN WITNESS WHEREOF, the parties, each by its respective duly authorized officer and representative, have executed and delivered this Memorandum of Understanding as of the date written below.

Participating Organization Name

Signed (Statutory Authority for Participating Organization)

Printed Name and Title (Statutory Authority for Participating Organization)

Date of Signature

Printed Name of Authorized Administrator

Authorized Administrator Phone Number and Email Address