



## Mutual Aid and Cooperative Assistance Memorandum of Understanding

This Mutual Aid and Cooperative Assistance Memorandum of Understanding (“the MOU”) is established as of this \_\_\_\_ day of \_\_\_\_\_, 2022, by the Arizona Coalition for Healthcare Emergency Response (“AzCHER”). The MOU becomes effective for each MOU Participant on the day the MOU Participant executes the MOU Participant Acknowledgement (attached as Exhibit A).

### Introduction and Background

- A. AzCHER is a statewide coalition of healthcare delivery organizations, emergency services providers, public health agencies, and their emergency preparedness partners in the state of Arizona (each an “AzCHER Member”). AzCHER’s purpose is to promote individual facility and systemic resilience to disasters and large-scale emergencies affecting the provision of healthcare in the state.
- B. The state of Arizona, a region in the state, or an individual Organization could at any time experience a Disaster or emergency condition, natural or man-made, with the potential to exceed a particular Organization’s 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 Organization (e.g., hazmat injuries, pulmonary, trauma surgery, etc.), or could impact an Organization’s ability to effectively provide care to patients in need.
- C. Because Disaster conditions are infrequent and generate unpredictable issues and needs, it is imperative that healthcare organizations coordinate and cooperate to address such Disaster conditions to mitigate their effects. By joining together to provide mutual assistance to other MOU Participants, according to ability and need, MOU Participants can ensure the resilience of the healthcare delivery system in the event of Disaster by sharing resources, capabilities, and risk.
- D. Previous efforts to coordinate cooperation and mutual assistance in Arizona have been established on a regional basis, with the organization of four geographical regions, each under its own separate MOU. In an effort to expand Arizona’s emergency response capabilities

and facilitate greater cooperation between Organizations across regions, AzCHER has consolidated the regions and established a single MOU to govern the cooperation of all Organizations across the state. This MOU therefore terminates and replaces each of the regional MOUs that have been in place previously.

- E. This MOU is a voluntary agreement among each of the MOU Participants and serves to coordinate communications between MOU Participants in the event of a Disaster; provide for the potential care and transfer of patients; address the possible loan of supplies, equipment (including vehicles), and other items between MOU Participants; facilitate the possible loan of employed staff or assisted volunteerism of non-employed professional staff; as well as other purposes outlined here.
- F. This MOU addresses the relationships between and among MOU Participants. It is intended to augment, not replace, each Organization's Disaster plan and other established procedures governing interaction with other entities during a Disaster (e.g., , emergency medical services, the Arizona Department of Health Services (ADHS), Local Health Departments, tribal health and emergency entities, fire departments, law enforcement organizations, American Red Cross, Community Emergency Response Teams (CERTs), Medical Reserve Corps (MRCs), etc.).
- G. This MOU is a voluntary, nonbinding agreement among each of the MOU Participants, and no MOU Participant is required to provide assistance unless it determines it is able to do so. However, with its signature on this MOU, each MOU Participant states its intent to cooperate with one another and coordinate response efforts pertaining to the sharing of resources in the event of a Disaster. Each MOU Participant also agrees to incorporate the terms of this MOU into the Organization's emergency management plans.

## Agreement

1. Defined Terms. The terms used in this MOU shall have the following meanings:
  - 1.1. "ADHS" means the Arizona Department of Health Services.
  - 1.2. "AzCHER Member" is any participating member of AzCHER as defined by the signed submission of an AzCHER Participation Agreement.
  - 1.3. "Affected Organization" is an MOU Participant which is impacted by a Disaster.

- 1.4. "Assisting Organization" is an MOU Participant which has offered or is currently providing assistance at the request of an Affected Organization.
  - 1.5. "Designated Administrator" is the individual or position designated by each MOU Participant to act as that MOU Participant's official liaison to other MOU Participants for purposes of requesting or offering assistance under this MOU in the event of a Disaster.
  - 1.6. "Disaster" means an overwhelming incident (whether internal or external) that exceeds or severely challenges the resources or effective response capability of an Affected Organization and that triggers the emergency management plans of that Organization. A Disaster may affect an entire facility or location or only a portion. A Disaster will frequently involve one or more of the following: one or more Local Health Departments and county emergency management agencies, tribal health and emergency agencies, ADHS, and/or local fire and emergency medical services departments. A Disaster may or may not be followed by an Emergency Declaration at the state or federal level.
  - 1.7. "Local Health Department" means the jurisdictional health department that is responsible for the health and welfare of the citizens of a particular county or tribal area.
  - 1.8. "MOU Participant" means any AzCHER Member that is an eligible healthcare organization and that has agreed to provide assistance to other MOU Participants in the event of a Disaster by executing and returning to AzCHER an MOU Participant Acknowledgment to participate in this MOU, as set forth in Exhibit A.
2. General Principles. The MOU Participant agrees to the following general principles governing participation in the specific activities described in Sections 3 through 7 of this MOU:
    - 2.1. Designated Administrator. Each MOU Participant will identify at least one Designated Administrator with the necessary decision-making capability and authority to execute this MOU on behalf of the MOU Participant, attend the meetings of the MOU Participant's Emergency Preparedness Committee(s), and to coordinate the MOU Participant's participation in the cooperative assistance efforts set out in this MOU. The Designated Administrator will also serve as the authorized representative of the MOU Participant to request or offer assistance under the terms of the MOU. The Designated Administrator agrees to notify their AzCHER representative of the organization's activation of this MOU by providing an executed MOU Participant Acknowledgment. MOU Participant agrees to identify a back-up Designated Administrator that may serve in this role should the Designated Administrator be unavailable to perform in that role. MOU Participant also agrees to notify AzCHER of changes in the Designated Administrator upon the previous Designated Administrator's departure from this role.

- 2.2. Financial Liability for Personnel, Equipment, and Supplies. When an Assisting Organization provides personnel, equipment, or supplies to an Affected Organization, the Affected Organization will assume financial responsibility for the personnel, equipment, or supplies from the Assisting Organization during the time the personnel, equipment, or supplies are at the Affected Organization. The Affected Organization may reimburse the Assisting Organization, to the extent permitted by law, for all of the Assisting Organization's costs, as determined by the Assisting Organization based on reasonable rates consistent with fair market value, not to exceed the costs of acquisition incurred by the Assisting Organization for the personnel, equipment, or supplies. Costs include all use, breakage, damage, replacement, return, and administrative costs of borrowed materials (including shipping and handling costs); all personnel costs for Assisting Organization's work force resulting from personal injuries suffered at the Affected Organization'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 Organization has not provided preventive maintenance or proper repair of loaned equipment which resulted in patient injury. Reimbursement may come from budgeted funds of the Affected Organization, or through federal, state, or local sources if available. The Assisting Organization and the Affected Organization will use their best efforts to identify and obtain sources of funding from such federal, state, or local sources. The Assisting Organization will submit any invoices to the Affected Organization or a federal, state, or local agency within ninety calendar days following the close of the declared emergency or, if an emergency is not formally declared, ninety days following the last day in which the loaned resources or staffing is no longer used by the Affected Organization. An Affected Organization will only be responsible for the costs of resources that are requested and accepted in written documentation, acknowledged by the Affected Organization and the Assisting Organization. Such documentation should list the personnel, equipment, and supplies provided, and may take hard copy or electronic form. The terms of this MOU will apply to and provide the additional terms for such documentation for purposes of establishing the written agreement between the parties.
- 2.3. Clinical Responsibility for Transferred Patients. Assisting Organizations that receive patients transferred from an Affected Organization will assume clinical responsibility for such patients upon the patients' arrival at the Assisting Organization's facility.
- 2.4. Financial Responsibility for Transferred Patients. Assisting Organizations that receive transferred patients from an Affected Organization will assume the financial responsibility and right to bill and collect for transferred patients upon the patients' arrival at the Assisting Organization unless a clause in a contract with a third party payor requires that the Affected Organization retain financial

responsibility for the transferred patients. Affected Organizations assign and transfer all rights to bill and collect for transferred patients, as may be required. In the event an Assisting Organization cannot accept financial responsibility for transferred patients due to restrictions imposed by a third party payor, the Affected Organization will retain financial responsibility and reimburse the Assisting Organization for patient costs at a reasonable rate, consistent with fair market value, and not less than the amount received by the Affected Organization from the third party payor. MOU Participant will make its best efforts to cooperate in billing, collections, and appropriate allocation of payments received for services provided for patients. MOU Participant will also make its best 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 staff. Reimbursement may come from budgeted funds of the Affected Organization, or through federal, state, or local sources if available. The Assisting Organization and the Affected Organization will use their best efforts to identify and obtain sources of funding from such federal, state, or local sources. The Assisting Organization will submit any invoices to the Affected Organization or a federal, state, or local agency within ninety calendar days following the close of the declared emergency, and an Affected Organization will use its best efforts to reimburse the Assisting Organization within one hundred and twenty days of receipt of the invoice.

- 2.5. Documentation. During a Disaster when time is of the essence, the Affected Organization may submit initial resource requests orally. As soon as feasible, these requests should be documented and conveyed in the appropriate fashion, and the Affected Organization agrees to accept and use the requisition forms and documentation required by the Assisting Organization. With regard to equipment, documentation should detail the items involved in the transaction, the condition of the item prior to the loan, and the party responsible for the care and maintenance of the item until returned.
- 2.6. Communication of MOU Provisions within the MOU Participant. Each MOU Participant's Designated Administrator is responsible for communicating the commitments in this MOU to relevant personnel at the MOU Participant, coordinating and evaluating the Organization's participation in exercises of the mutual aid system, and incorporating the MOU concepts into the Organization's emergency management plan.
- 2.7. Communication during Disaster. In the event of a Disaster, the MOU Participants agree to communicate information between each

other, AzCHER, the Local Health Department, and ADHS. Assisting Organizations will avoid discussing any situation at the Affected Organization unless specifically requested or authorized to do so by the Affected Organization.

- 2.8. Identifying Needs and Available Capacity in a Disaster. An MOU Participant command center should inform both AzCHER and the Local Health Department in whose jurisdiction the MOU Participant resides of the MOU Participant's situation in the event of a Disaster, communicate needs that cannot be accommodated by the MOU Participant itself, and to identify ways in which the MOU Participant may be available to assist Affected Organizations 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 transfer, evacuation, or admission of patients. An MOU Participant may also communicate such needs or availability directly to other MOU Participants or the Local Health Department. Each MOU Participant is encouraged, but not required, to identify its inventory of equipment, supplies, materials, and staff in the AzCHER inventory management system (iCAM).
- 2.9. Expectations of MOU Participants Prior to Invoking MOU: This MOU augments, but does not replace, each MOU Participant's Emergency Operations Plan (EOP) and its resource acquisition and management processes. Issuing a request for assistance under this MOU assumes that the Affected 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.
- 2.10. Insurance. Throughout the term of this MOU, each MOU Participant will obtain and maintain, at its own expense, all general, professional, workers compensation, and any other required insurance coverage (or comparable coverage under a program of self-insurance) in such form(s) and amount(s) sufficient to cover claims arising from the MOU Participant's duties and responsibilities under this MOU.
- 2.11. Hold Harmless. The Affected Organization will hold the Assisting Organization harmless for any negligent acts or omissions by the Assisting Organization and its employees and agents arising out of the good faith response to the request for assistance during a Disaster.
- 2.12. Resource recall. The Assisting Organization may recall its personnel or other resources from an Affected Organization through a formal written 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. Affected Organizations will 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.

- 2.13. Good Faith Participation. By entering into this MOU, each MOU Participant indicates its good faith intent to abide by the terms of the MOU to the best of its ability in preparation for and during a Disaster. The terms of this MOU should be incorporated into the appropriate functional elements of each MOU Participant's individual Emergency Operations Plans.

### 3. Patient Transfers

- 3.1. Communication of Needs of Affected Organization. In transferring patients from an Affected Organization to an Assisting Organization and in accordance with all federal and state privacy laws, the Affected Organization should inform the Local Health Department and other appropriate Government Organizations in its region as soon as the Affected Organization 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 Organization may also contact another MOU Participant directly with such information and request for assistance.
- 3.2. Availability for Patient Transfers. In the event of a Disaster and upon receiving a request to accept the transfer of patients from an Affected Organization, an MOU Participant may agree to accept patient transfers under the terms and conditions set forth in this MOU. An MOU Participant is not obligated to accept any patients for transfer unless it determines it has sufficient resources and staff to accept the transfers, it deems such transfers to be safe for patients, and the transfer is approved in writing by the Designated Administrator.
- 3.3. Communication of Availability of Assisting Organization. In accepting the transfer of patients from the Affected Organization and in accordance with all federal and state privacy laws, the Assisting Organization will make reasonable efforts, whenever feasible, to communicate to Local Health Department and other appropriate governmental entities regarding the numbers and types/acuity of patients actually transferred, in accordance with state or local requirements and protocols.
- 3.4. Responsibility for Patient During Transfer. The Affected Organization is responsible for the decision to transfer a patient and for determining the destination of such a transfer. The Affected Organization is also responsible for arranging transportation arrangements for transferred patients, and for their safety and well-being until arrival at the Assisting Organization.

#### 4. Supplies and Equipment.

- 4.1. Communication of Needs of Affected Organization. An Affected Organization should inform AzCHER, and the Local Health Department as soon as the Affected Organization becomes aware of its need for equipment or medical or general supplies caused by a Disaster. The Affected Organization may also contact an MOU Participant directly with such information and request for assistance.
- 4.2. Availability of Supplies and Equipment. In the event of a Disaster each MOU Participant agrees to use its best efforts to make equipment and medical and general supplies (including, but not limited to, vehicles, pharmaceuticals, ventilators, monitors and infusion pumps) available to any Affected Organization in need under the terms of this MOU. An MOU Participant is not obligated to provide supplies and equipment to any Affected Organization unless, in its reasonable judgment, it determines it has sufficient resources to provide without adversely affecting its own ability to provide services, and the transfer is approved in writing by the Designated Administrator.
- 4.3. Responsibility for Transportation of Resources. The Affected Organization is responsible for arranging transportation of loaned resources to and from its facility. Possession of and risk of loss for the loaned resources transfers to the Affected Organization when the resources are loaded onto the transporting vehicle.

#### 5. Employed Staff.

- 5.1. Communication of Needs of Affected Organization. The Affected Organization should inform AzCHER and the Local Health Department as soon as the Affected Organization becomes aware of its need for additional staffing caused by the Disaster. The Affected Organization may also contact an Assisting Organization directly with such information and request for assistance.
- 5.2. Availability of Staff. In the event of a Disaster each MOU Participant agrees to use its best efforts to make employed staff available to any Affected Organization in need under the terms of this MOU. An MOU Participant is not obligated to provide staff to any Affected Organization unless, in its reasonable judgment, it determines it has sufficient staff to make available without adversely affecting its own ability to provide services, and the sharing of staff is approved in writing by the Designated Administrator.
- 5.3. Supervision over Loaned Staff. The Affected Organization will determine the authority, scope of practice, and level of supervision for staff loaned by an Assisting Organization pursuant to the terms of this MOU. This information will be conveyed to staff arriving at the Affected Organization, ideally through an orientation briefing. Upon arrival at the Affected Organization, loaned staff will be

assigned to a supervisor who will be responsible for supervision and direction of the loaned staff's activities.

- 5.4. Credentialing. If the staff shared by an Assisting Organization will provide clinical services for patients of the Affected Organization, the credentialing provisions of Section 6.3 will apply.

## 6. Non-Employed Medical Staff.

- 6.1. Communication of Needs of Affected Organization. The Affected Organization should inform AzCHER and the Local Health Department as soon as the Affected Organization becomes aware of its need for additional medical staff caused by the Disaster. The Affected Organization may also contact an MOU Participant directly with such information and request for assistance.
- 6.2. Communication of Needs to Non-Employed Medical Staff at Assisting Organization. In the event of a Disaster each MOU Participant agrees to use its best efforts to inform its medical staff of any requests for assistance from an Affected Organization, and offer members of the medical staff the opportunity to volunteer their professional services to assist the Affected Organization. An MOU Participant is not obligated to provide medical staff to any Affected Organization and no members of an MOU Participant's medical staff is required to volunteer.
- 6.3. Credentialing of Medical Staff. If non-employed medical staff of an Assisting Organization volunteer their professional services on behalf of the Affected Organization, or if employed professional staff are assigned there by an Assisting Organization and/or the Local Health Department, the Affected Organization's Chief Executive Officer or his/her designee, upon recommendation by the applicable clinical department chair or the president of the medical staff, and in accordance with the Affected Organization's Medical Staff Bylaws, will grant emergency clinical privileges to the professional staff. Only individuals who have been fully credentialed by the Assisting Organization will be permitted to volunteer at an Affected Organization. Emergency clinical privileges granted during a Disaster are limited in duration to the period in which the Affected Organization's operational services are affected, as determined by the Affected Organization's Command Center. The Assisting Organization will cooperate with the Affected 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 Organization.

## 7. Miscellaneous Provisions

- 7.1. Voluntary Understanding. This MOU reflects a voluntary relationship between MOU Participants for the provision of assistance at the time of or in anticipation of a Disaster. This MOU expresses the intentions of MOU Participants to assist each other in

good faith when possible, but does not create an obligation that requires any MOU Participant to request or provide any assistance.

- 7.2. MOU Participants. A list of all MOU Participants will be maintained in AzCHER's member database, AzCHER Connect. MOU Participants will keep a copy of the MOU roster, available as a report in AzCHER Connect, with this signed MOU as an addendum to its Emergency Operations Plan. Parties will notify AzCHER within three business days of any assistance provided by an Assisting Organization to an Affected Organization under this MOU.
- 7.3. 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.
- 7.4. Entire Agreement. This MOU, together with the attached exhibits, constitutes the entire agreement between the MOU Participants regarding the subject of this MOU.
- 7.5. Replacement of Previous MOUs. This MOU terminates and replaces each of the regional MOUs that have been in place previously between the MOU Participant and any of the AzCHER regional structures.
- 7.6. No Requirement for Referrals. The intent of this MOU is to facilitate the exchange of resources, treatment capacity, staff, equipment, and supplies between MOU Participants as may be needed in the event of a Disaster. Nothing in this Agreement is intended to require, encourage, or induce any MOU Participant to make any referral of any item or service to any other MOU Participant.
- 7.7. Amendments. Amendments to this MOU must be in writing and signed by the MOU Participants and AzCHER.
- 7.8. Non-Exclusive Agreement. Nothing in this MOU shall be construed as limiting the rights of the MOU Participants to affiliate or contract with any other entity operating an MOU Participant or other healthcare facility on either a limited or general basis while this MOU is in effect. This MOU is not intended to establish a preferred status for patients of any MOU Participant.
- 7.9. Termination. An MOU Participant may at any time terminate its participation in the MOU by providing sixty-days written notice to AzCHER, who will then update the exiting MOU Participant's MOU status in AzCHER Connect.
- 7.10. Sovereignty of Tribal Authorities. Nothing in this MOU is designed to supplant or conflict with the sovereignty of tribal law or other tribal authority with regards to any MOU Participant subject to such law or authority.

- 7.11. Notices. Any notices required or permitted hereunder shall be sufficiently given and deemed received upon personal delivery, email delivery to the Designated Administrator of any MOU Participant, 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.



EXHIBIT A

MOU Participant Acknowledgment

With its signature below, \_\_\_\_\_ (the MOU Participant) acknowledges its agreement to the terms of the AzCHER Mutual Aid and Cooperative Assistance Memorandum of Understanding (the MOU). The MOU becomes effective for the MOU Participant on the execution date listed below.

MOU Participant: \_\_\_\_\_

Signature: \_\_\_\_\_  
By (Printed Name): Ann English  
Its (Position Title): Chair Board of Supervisors

Required Information

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

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

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

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

Name(s) of Back-Up Designated Administrator: \_\_\_\_\_

Title of Back-Up Designated Administrator: \_\_\_\_\_

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

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