

SAN DIEGO County
Area Hospitals
Hospital Emergency Mutual Aid
Memorandum of Understanding

This Hospital Emergency Mutual Aid Memorandum of Understanding (“MOU”) is dated for reference purposes only as of April 11, 2012, and is entered into voluntarily by and among the undersigned San Diego County Hospitals (“Hospital(s)” or “party(ies)”) that have for the purpose of providing mutual aid at the time of a disaster).

Nothing in this MOU is intended to create any relationship among the Hospitals other than that of independent entities agreeing with each other solely for the purposes set forth in this MOU.

This MOU is not a legally binding on the parties, but rather is a voluntary agreement based on the belief and commitment of the undersigned Hospitals that as a result of any community emergency or disaster, regardless of cause, which exceed the effective response capabilities of a hospital, an affected hospital may request assistance from the other hospitals that are parties hereto as more generally described below

This document is intended to (i) augment, not replace, each hospital's disaster plan and (ii) supplement the rules and procedures governing interaction with other hospitals during a disaster. Each Hospital shall have full and absolute discretion to determine the extent, if any, to which it wishes to provide resources to assist another Hospital under this MOU.

Accordingly, no Hospital shall be required to provide medical supplies, equipment, services, personnel or bed capacity to another Hospital, either during a disaster or emergency or at any other time, regardless of available capacity or other conditions at the requesting or donating Hospital. For purposes of this MOU, the disaster may be an “external” or “internal” event for one or more hospitals and is subject to an affected hospital’s emergency management plan being fully implemented. The terms of this MOU are intended to be incorporated into each hospital's emergency management plans.

By signing this MOU each hospital is evidencing its intent to abide by the terms of the MOU in the event of a disaster. The hospitals agree to make reasonable efforts to comply with the following:

1. Term of the MOU

The term of this MOU shall be effective from October 1, 2008, through September 30, 2011. The term of this MOU shall be renewed for 3-year periods upon the terms and conditions then in effect, unless a party gives the other parties written notice of its intention not to renew, which notice shall be given no less than thirty (30) days prior to the expiration date of the then current term.

2. Evacuation of an Undersigned Hospital:

- 2.1 If a disaster affects one or more of the hospital(s) resulting in partial or complete facility evacuation, upon request of the affected hospital(s), the other Hospitals agree to confer with the affected hospital(s) and determine the extent to which the Hospitals are willing to participate in the distribution of patients from the affected hospital to their respective hospitals.
- 2.2 In the event of an evacuation, the hospital with an evacuating facility will contact EMSDOC, Medical Operations Center (aka MOC), per established hospital protocol, policy and guidelines.
- 2.3 Request for the Transfer of Patients: The request for the transfer of patients by a hospital initially can be made verbally. The request, however, must be followed up with a written communication. The transferring hospital, to the extent possible in an emergency situation, will identify to the accepting hospital:
- * The number of patients needing to be transferred
 - * The general nature of their illness or condition
 - * Any type of specialized services required
 - * Patient medications, and/or specialized equipment needed
- 2.4 Documentation: The transferring hospital, to the extent possible in an emergency situation and in accordance with governing state and federal law, is responsible for providing the receiving hospital with:
- * The patient's medical records
 - * Insurance information
 - * Other patient information necessary for the care of the patient
 - * Patient medications
 - * Specialized equipment necessary for the care of the patient
- 2.5 Transfer of Patients: The transferring hospital is responsible for tracking the destination of all patients transferred out. The transferring hospital is responsible for notifying both the patient's family or guardian and the patient's attending or personal physician of the situation.
- 2.6 Supervision: The receiving hospital will designate the admitting service, the admitting physician for each patient, and, if requested, will provide at least temporary courtesy privileges to the patient's original attending physician per receiving hospital's policy and procedure. (Emergency privileges for physicians and other health care providers will be granted in accordance with The Joint Commission and the California Department of Health Services standards.)

3. Medical Supplies and Pharmaceuticals

- 3.1 In the event that medical supplies and/or pharmaceuticals and equipment are requested by a recipient hospital, the other hospitals will share the requested supplies to help ensure that patients in the San Diego area receive necessary treatment during a disaster.

- 3.2 The supply-sharing will occur, in cooperation between the Hospital Command Centers, at the involved hospitals. Requests initially can be made verbally but must be followed up with a written request
- 3.3 Documentation: Documentation should detail the items involved in the transaction, condition of the material prior to the loan or transfer (if applicable), and the party responsible for the material.
- 3.4 Authorization: The recipient hospital will have supervisory direction over the borrowed medical supplies, pharmaceuticals, and equipment, once they are received by the recipient hospital.
- 3.5 Compensation: All compensation for equipment or supplies provided to a recipient hospital pursuant to this MOU will be paid by the recipient hospital within 90 days of its receipt of an invoice from the transferring hospital for such supplies.

4. Medical Operations/Loaning Personnel

- 4.1 Communication of Request: The request for the “transfer” of personnel can initially be made verbally followed by written or Web Emergency Operations Center (WebEOC) documentation of the request. Requests will be made in a standardized format. [This should be included in the standard development of forms, under Section 7.] A request and documented response will occur prior to the arrival of personnel at the recipient healthcare facility. A Hospital is not obligated under this MOU to provide the requested personnel if the Hospital does not have available personnel, or if the personnel are unwilling to provide the services under this MOU. The recipient healthcare facility will identify to the donor healthcare facility the following:
- * The type and number of requested personnel
 - * An estimate of how quickly the request is needed
 - * The location where they are to report
 - * An estimate of how long the personnel will be needed
- 4.2 Documentation: The “transferred” personnel will be required to present their identification badge from their employer hospital at the check-in site designated by the recipient hospital’s facility command center. The recipient hospital’s facility will be responsible for the following: Meeting the “transferred” personnel (usually by the recipient hospital’s facility’s security department or designated employee) and providing adequate identification, e.g., “visiting personnel” badge, to the “transferred” personnel.
- 4.3 Staff Support: The recipient hospital shall provide food, housing and/or transportation for “transferred” personnel asked to work for extended periods and for multiple shifts. The costs associated with these forms of support will be borne by the recipient hospital.

- 4.4 **Financial Liability:** The recipient hospital will reimburse the hospital lending its personnel for the actual salaries and benefits of such personnel if the personnel are employees of the hospital lending the employees. The reimbursement will be made within ninety days following receipt of the invoice.
- 4.5 **The Medical Director/Medical Staff Office:** The recipient hospital will be responsible for providing a mechanism for granting emergency privileges for physicians, and other licensed healthcare providers to provide services at the recipient hospital's facility.
- 4.6 **Demobilization procedures:** The recipient hospital will provide and coordinate any necessary demobilization procedures and post-event stress debriefing.

5. Miscellaneous Provisions:

- 5.1 In the event of an emergency situation the hospitals will voluntarily provide staff assistance, if feasible, to participating hospitals.
- 5.2 Amendments to this MOU must be in writing and signed by all participating hospitals.

6. Financial & Legal Liability

- 6.1 The recipient hospital shall assume legal and financial responsibility for the personnel, equipment, medical supplies, and pharmaceuticals from the donor hospital during the time the personnel, equipment, supplies, and pharmaceuticals are at the recipient hospital. The recipient hospital will reimburse the donor hospital, to the extent permitted by federal law, for all of the donor hospital's costs determined by the donor hospital's regular rate. Costs includes all use, breakage, damage, replacement, and return costs of borrowed materials, for personnel injuries that result in disability, loss of salary, and reasonable expenses, and for reasonable costs of defending any liability claims, except where the donor hospital has not provided preventive maintenance or proper repair of loaned equipment which resulted in patient injury. Reimbursement will be made within 90 days following receipt of the invoice.
- 6.2 The recipient hospital shall assume the legal and financial responsibility for transferred patients upon arrival at its hospital facility. Upon admission the recipient hospital is responsible for liability claims originating from the time the patient is admitted to the recipient hospital. Reimbursement for care should be negotiated with each hospital's insurer under the conditions for admissions without pre-certification requirements in the event of emergencies.
- 6.3 The donor hospital is responsible for appropriate credentialing of personnel and for the safety and integrity of the equipment and supplies provided for use at the recipient hospital.

6.4 Liability, malpractice and disability claims, attorneys' fees, and other incurred costs are the responsibility of the recipient hospital. An extension of liability coverage will be provided by the recipient hospital, to the extent permitted by federal law, insofar as the donated personnel are operating within their scope of practice.

7. Effective Date, Future Amendment and Construction

Development of operational procedures, forms, and other tools to operationalize this MOU shall be conducted by the "owner" and participants through the San Diego Health Care Disaster Council. Updates to those procedures, forms, or tools do not require revision of this MOU.

Participation by the Department of Veterans Affairs (VA) is limited by certain statutory obligations that take precedence over the responsibilities under this MOU. The Stafford Act (42 U.S.C. 5121 et seq.) requires the Federal Government to respond to major disasters and emergencies initiated by Presidential declaration and may direct any Federal agency to use its authorities and resources to support State and local assistance efforts. The FEMA Interim Federal Response Plan [42 U.S.C.5170a (1) and 5192(a) (1); Executive orders 12148, 12673] requires Federal agencies to respond to the FEMA Directors request to provide assistance to support State and local efforts. The VA's ability to assist the local facility under this MOU is also subject to participation in the National Disaster Medical Systems which provides resources for natural and man-made disasters and supports patient treatment requirements for armed conflict. Under 38 USC 8111(a) (1), the Secretary of Veterans Affairs is required to maintain a contingency capacity of hospital beds to assist the Department of Defense in a time of war or national emergency. Finally, 38 USC 1784 requires VA to assist non-veteran patients referred to a VA facility on a humanitarian basis outside the Stafford Act.

This MOU is in no way meant to affect any of the participating hospitals' rights, privileges, titles, claims, or defenses provided under federal or state law or common law.

The participating hospitals shall maintain the confidentiality of patient and other records as required by law.

IN WITNESS WHEREOF, we have set our hands and seals that date below written.

Participant Hospital Name: VA San Diego Health Care System

Signed

Robert M Smith, MD
Acting Director/CEO
Title

April 11, 2012
Dated

Received