

**Appendix C3, List of Memorandums of Understanding  
Emergency Management Plan**

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[Insert name of CHC] has Memorandum of Understandings with:

Party Name	Sign Date	Agreement for

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*The following is an example of a generic template for Memorandum of Understanding (MOU) mutual aid agreements. This template can be used as a basic structure for your own MOUs.*

**MEMORANDUM OF UNDERSTANDING (MOU)**

Between

\_\_\_\_\_ *[insert name of Party A]*

and

\_\_\_\_\_ *[insert name of Party B]*

This is an agreement between “*Party A*”, hereinafter called \_\_\_\_\_ and “*Party B*”, hereinafter called \_\_\_\_\_.

**I. PURPOSE & SCOPE**

The purpose of this MOU is to clearly identify the roles and responsibilities of each party as they relate to [...*summary of activities, goals, etc...*].

In particular, this MOU is intended to:

*Examples:*

- *Enhance*
- *Increase*
- *Reduce costs*
- *Establish*
- *Clarify*
- *Outline*

**II. BACKGROUND**

*Brief description of agencies involved in the MOU*

**III. [PARTY A] RESPONSIBILITIES UNDER THIS MOU**

*[Party A]* shall undertake the following activities:

*Examples:*

- *Develop*
- *Deliver*
- *Share*
- *Support*

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- *Provide*
- *Promote*
- *Refer*
- *Review*
- *Comply*
- *Train*
- *Maintain records*
- *Sponsor*
- *Evaluate*

### IV. [PARTY B] RESPONSIBILITIES UNDER THIS MOU

[Party B] shall undertake the following activities:

*Examples:*

- *Develop*
- *Deliver*
- *Share*
- *Support*
- *Provide*
- *Promote*
- *Refer*
- *Review*
- *Comply*
- *Train*
- *Maintain records*
- *Sponsor*
- *Evaluate*

### V. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:

1. *Modification clause: how agreement can be modified*
2. *Termination clause: under what conditions agreement terminates automatically*

### VI. EFFECTIVE DATE AND SIGNATURE

This MOU shall be in effect upon the signature of Party A's and Party B's authorized officials. It shall be in force from \_\_\_\_\_ to \_\_\_\_\_.

Parties A and B indicate agreement with this MOU by their signatures.

*Signatures and dates*

[insert name of Party A]

[insert name of Party B]

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\_\_\_\_\_  
\_\_\_\_\_

Date

Date

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*The following is an example of a generic template for Memorandum of Understanding (MOU) mutual aid agreements. This template can be used as a basic structure for your own MOUs.*

### **COMMUNITY HEALTH CENTER (CHC) MUTUAL AID SYSTEM MEMORANDUM OF UNDERSTANDING (MOU) TEMPLATE**

The CHC MOU template document was adapted from the *Hospital Surge Capacity Toolkit* created by the National Association of City and County Health Official's Advanced Practice Center. To view the complete toolkit, please visit: [Hospital Surge Capacity Toolkit](#). The Model language can provide a framework for a response discussion between CHCs and local disaster planners or with fellow CHCs.

**[Insert Effective Dates Here]**

#### **I. Introduction and Background**

Community Health Centers (CHCs) are susceptible to both natural and man-made disasters that could exceed the resources of any individual CHC. A disaster could result from incidents generating an overwhelming number of patients, from a smaller number of patients whose specialized medical requirements exceed the resources of the impacted facility (e.g., hazmat injuries, pulmonary, trauma surgery, etc.), or from incidents such as building problems resulting in the need for partial or complete CHC evacuation.

#### **II. Purpose of Mutual Aid Memorandum of Understanding**

The mutual aid support concept is well established and is considered to be the "standard of care" in most emergency response disciplines. The purpose of this mutual aid support agreement is to aid CHCs in their emergency management response by creating a Community Health Center Mutual Aid System (CHC-MAS). CHC-MAS addresses the loan of medical personnel, pharmaceuticals, supplies, and equipment, or assistance with emergent CHC evacuation, including accepting transferred patients.

This Mutual Aid Memorandum of Understanding (MOU) is a voluntary agreement among the undersigned CHCs for the purpose of providing mutual aid at the time of a medical disaster. For purposes of this MOU, a disaster is defined as an overwhelming incident that exceeds the effective response capability of the impacted health care facility or facilities. An incident of this magnitude will almost always involve the local emergency management agency and the Jurisdiction Public Health Department. The disaster may be an "external" or "internal" event for CHCs and it is assumed for the purposes of this MOU that each affected CHC's emergency management response plans have been fully implemented.

This document addresses the relationships between and among CHCs and is intended to augment, not replace, each facility's disaster plan. The MOU also provides the framework for participating CHCs to coordinate as a single CHC-MAS community in actions with Jurisdiction Public Health Department, and Jurisdiction Emergency Medical

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Services (EMS) during planning and response. This document does not replace but rather supplements the rules and procedures governing interaction with other organizations during a disaster (e.g., law enforcement agencies, EMS, Public Health Department, fire departments, American Red Cross, etc).

By signing this Memorandum of Understanding each CHC is evidencing its intent to abide by the terms of the MOU in the event of a medical disaster as described above. The terms of this MOU are to be incorporated into each of the CHC's emergency management plans.

The master MOU will reside with Jurisdiction Emergency Medical Services (EMS).

### **III. Definition of Terms**

Community Health Center Command Center(CHCCC)	An area established in a CHC during an emergency that is the facility's primary source of administrative authority and decision-making.
Jurisdiction DOC/EOC (Jurisdiction Department of Public Health, Department Operations Center)	A communication and information center that has CHC-MAS network capabilities allowing for the immediate determination of available CHC resources at the time of a disaster. The Jurisdiction DOC/EOC does not have any decision-making or supervisory authority and merely collects and disseminates information.
Donor CHC	The CHC that provides personnel, pharmaceuticals, supplies, or equipment to a facility experiencing a medical disaster.
CHC-MAS Impacted CHC	Community Health Center-Mutual Aid System The CHC where the disaster occurred or disaster victims are being treated. Referred to as the recipient CHC when pharmaceuticals, supplies, or equipment are requested or, as the patient-transferring CHC when the evacuation of patients is required.
Medical Disaster	An incident that exceeds a facility's effective response capability or a situation that cannot be appropriately resolved solely by using the facility's own resources. Such disasters will very likely involve the local emergency management agency, Jurisdiction Emergency Management Agency, the Jurisdiction Public Health Department and may involve the mobilization of publicly owned response materials and equipment or the loan of medical and support personnel, pharmaceuticals, supplies, and equipment from another facility, or, the emergent evacuation of patients.
Partner ("Buddy")	The designated facility that a CHC communicates with as a facility's "first call for help" during a medical disaster (developed through an optional partnering arrangement). Partner CHCs should meet at least twice a year to discuss contingency plans.

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Donor-Receiving CHC	The CHC that receives transferred patients from a facility responding to a disaster. When personnel or materials are involved, the providing CHC is referred to as the donor CHC.
Participating Community Health Centers	Health care facilities that have fully committed to CHC-MAS and signed the CHC Memorandum of Understanding.
Recipient Community Health Centers	The impacted facility. The CHC where disaster patients are being treated and have requested personnel or materials from another facility.
Staff (or personnel)	Staff or personnel are employees of a specific CHC.

### IV. General Principles of Understanding

1. Participating Community Health Centers: Each CHC designates a representative to attend the Community Health Center Mutual Aid System meetings and coordinate the mutual aid initiatives with the individual CHC's emergency management plans.
2. Partner Community Health Center Concept: Each CHC has the option of linking to a designated partner or "buddy" CHC as the CHC of first call for help during a disaster. The CHCs comprising each partner-network should develop, prior to any medical disaster, methods for coordinating communication between themselves, responding to the media, and identifying the locations to enter their buddy CHC's security perimeter.
3. Implementation of Mutual Aid System Memorandum of Understanding: A community health center facility becomes a participating CHC when an authorized leadership signs the CHC-MAS MOU. During a medical emergency, only the authorized leadership (or designee) or CHCCC at each Community Health Center has the authority to request or offer assistance through CHC-MAS. If the Jurisdiction DOC/EOC has been established, communications for assistance should go through the Jurisdiction DOC/EOC.
4. CHCCC: The impacted facility's emergency operations center is responsible for informing the Jurisdiction DOC/EOC of its situation and defining needs that cannot be accommodated by the CHC itself or any existing partner CHC. The senior leadership or designee is responsible for requesting personnel, pharmaceuticals, supplies, equipment, or authorizing the evacuation of patients. Logistics include identifying the number and specific location where personnel, pharmaceuticals, supplies, equipment, and estimated return date of borrowed supplies, etc.
5. Jurisdiction DOC/EOC: Each CHC will participate in an annual CHC-MAS exercise that includes communicating to the Jurisdiction DOC/EOC a set of data elements or indicators describing the CHC's resource capacity. The Jurisdiction DOC/EOC will serve as an information center for recording and disseminating the

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type and amount of available resources at each CHC. During a disaster drill or emergency, each CHC will report to the Jurisdiction DOC/EOC the current status of their indicators.

6. Documentation: During a disaster, the recipient CHC will accept and honor the donor CHC's standard requisition forms. Documentation (see attached Resource Accounting Records) should detail the items involved in the transaction, condition of the material prior to the loan (if applicable), and the party responsible for the material.
7. Authorization: The recipient facility will have supervisory direction over the donor facility's staff, borrowed equipment, etc., once they are received by the recipient CHC.
8. Financial & Legal Liability: The recipient CHC will assume legal responsibility for the personnel and equipment from the donor CHC during the time the personnel, equipment and supplies are at the recipient CHC. The recipient CHC will reimburse the donor CHC, to the extent permitted by federal law, for all of the donor CHC's costs determined by the donor CHC's regular rate or in the case of materials, at the fair market rate. Costs shall include all costs arising from the use, damage, loss, and return of borrowed materials.
9. Communications: CHCs along with Jurisdiction Public Health Department will collaborate on maintaining a robust contact information matrix of telephone, email, satellite telephone, pager, and other communication pathways to ensure a reliable method to communicate with the Jurisdiction DOC/EOC and other CHCs
10. Emergency Management Committee Chairperson: Each CHC's Emergency Management Committee Chairperson is responsible for disseminating the information regarding this MOU to relevant CHC personnel, coordinating and evaluating the CHC's participation in exercises of the mutual aid system, and incorporating the MOU concepts into the CHC's emergency management plan.
11. Hold Harmless Condition: The recipient CHC should hold harmless the donor CHC for acts of negligence or omissions on the part of the donor CHC in their good faith response for assistance during a disaster. The donor CHC, however, is responsible for appropriate credentialing of personnel and for the safety and integrity of the equipment and supplies provided for use at the recipient CHC.

### **V. General Principles Governing Medical Operations, the Transfer of Pharmaceuticals, Supplies and/or Equipment**

1. Partner CHC concept: Each CHC has the option of designating a primary and secondary partner or *buddy* CHCs, that may be contacted first when a CHC needs to make a "first or second call for help". During a disaster, the impacted CHC may first call its pre-arranged primary or secondary partner CHC for personnel or material assistance. The partner CHC will inform the impacted CHC



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of the degree and time frame in which it can meet the request.

2. Jurisdiction EOC: The impacted CHC is responsible for notifying and informing the Jurisdiction EOC of its personnel or material needs and the degree to which its partner CHCs are unable to meet these needs. Upon the request by the senior leadership or designee of the impacted CHC, the Jurisdiction EOC will contact the other participating CHCs to determine the availability of additional personnel or material resources, as required by the situation. The impacted CHC will be informed as to which CHCs should be contacted directly for assistance that has been offered. The senior leadership (or designee) of the impacted CHC will coordinate directly with the senior leadership (or designee) of the potential donor CHC for this assistance.
3. Initiation of transfer of personnel, and/or material resources: Only the senior CHC leadership or designee at each CHC has the authority to initiate the transfer or receipt of personnel, or material resources. The senior leadership (or designee) and medical director, in conjunction with the directors of the affected services, will make a determination as to whether medical staff and other personnel from another facility will be required at the impacted CHC to assist in patient care activities.  
Personnel offered by donor CHCs should be limited to staff that are fully qualified, and licensed, accredited or credentialed (if applicable) by the donor CHC.

### **VI. Specific Principles of Understanding**

#### **A. Medical Operations/Loaning Personnel**

1. Communication of request: The impacted CHC's initial request for the transfer of personnel can be made verbally. However written documentation of the request should be received by the donor CHC prior to the transfer of personnel to the recipient CHC. The recipient CHC will identify to the donor CHC the following:
  - a. The type and number of requested personnel
  - b. An estimate of how quickly the requested personnel are needed
  - c. The location where personnel are to report and
  - d. An estimate of how long the personnel will be needed.
2. Documentation: The arriving donated personnel will be required to present their donor CHC identification badge and a copy of their professional license (if applicable) at the site designated by the recipient CHC. The recipient CHC will be responsible for the following:
  - a. Confirming the donated personnel's ID badge, professional license and any accreditations or credentials (if applicable) using information contained in the list of personnel provided by the donor CHC, and
  - b. Providing additional identification, e.g., "visiting personnel" badge, to the arriving donated personnel.

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The recipient CHC will accept the professional credentialing determination of the donor CHC but only for those services for which the personnel are credentialed at the donor CHC.

3. Supervision: The recipient CHC's senior leadership or designee identifies where and to whom the donated personnel are to report, and the professional staff of the recipient CHC who will supervise the donated personnel. The supervisor or designee will meet the donated personnel at the point of entry of the facility and brief the donated personnel of the situation and their assignments. If appropriate, the "emergency staffing" rules of the recipient CHC will govern the assigned shifts. The donated personnel's shift, however, should not be longer than the customary length practiced at the donor CHC.
  4. Legal and financial liability: Liability claims, malpractice claims, disability claims, attorneys' fees, and other incurred costs are the responsibility of the recipient CHC. An extension of liability coverage will be provided by the recipient facility, to the extent permitted by federal law, insofar as the donated personnel are operating within their scope of practice. The recipient CHC will reimburse the donor CHC for the salaries of the donated personnel at the donated personnel's rate as established at the donor CHC if the personnel are employees being paid by the donor CHC. The reimbursement will be made within ninety days following receipt of the invoice.  
The medical director of the recipient CHC will be responsible for providing a mechanism for granting emergency credentials and or temporary privileges' for donor CHC physicians. The CHC's senior leadership will be responsible for providing a mechanism for granting emergency credentialing privileges for nurses and other licensed health care providers to provide services at the recipient CHC.
  5. Demobilization procedures: The recipient CHC will provide and coordinate any necessary demobilization procedures and post-event stress debriefing. The recipient CHC is responsible for providing the transportation necessary for donated personnel's return to the donor CHC.
- B. Transfer of Pharmaceuticals, Supplies or Equipment
1. Communication of Request: The impacted CHC's initial request for the transfer of pharmaceuticals, supplies, or equipment (hereafter "materials") can be made verbally. However, written documentation of the request should be received by the donor CHC prior to the receipt of any materials by the recipient CHC. The recipient CHC will identify to the donor CHC the following:
    - a. The quantity and exact type of requested materials,
    - b. An estimate of how quickly the request materials are needed,
    - c. Time period for which the materials will be needed and
    - d. Location to which the materials should be delivered.

The donor CHC will identify how long it will take them to fulfill the request. Since response time is a central component during a disaster response, decision and implementation should occur quickly.

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2. Documentation: The recipient CHC will honor the donor CHC's standard order requisition form as documentation of the request and receipt of the materials. The recipient CHC's security office or designee will confirm the receipt of the materials. The documentation will detail the following:
  - a. The materials, received from the donor CHC,
  - b. The condition of the materials upon receipt (if applicable).
  - c. The contact information for the party, or department that is responsible for the borrowed materials.The donor CHC is responsible for tracking the borrowed inventory and documenting the original condition of the donated materials through its standard requisition forms. When returning materials, the recipient CHC will provide the original requisition form to the donor CHC along with the documentation of the condition of the borrowed materials being returned. The requisition form will be co-signed by the senior leadership or designee of the recipient CHC recording the condition of the borrowed equipment.
3. Transporting of pharmaceuticals, supplies, or equipment: The recipient CHC is responsible for coordinating the transportation of borrowed materials both to and from the donor CHC. This coordination may involve government and/or private organizations, and the donor CHC may also offer transport. Upon request, the recipient CHC must return and pay the transportation fees for returning or replacing all borrowed materials.
4. Supervision: The recipient CHC is responsible for appropriate use and maintenance of all borrowed materials.
5. Financial and legal liability: The recipient CHC, to the extent permitted by federal law, is responsible for all costs arising from the use, damage, or loss of borrowed materials and for liability claims arising from the use of borrowed materials except where the donor CHC has not provided preventive maintenance or proper repair of loaned equipment which resulted in patient injury.
6. Demobilization procedures: The recipient CHC is responsible for the rehabilitation and prompt return of the borrowed materials to the donor CHC. The recipient CHC is also responsible for returning materials to the donor CHC in the same condition as when they were received from the donor CHC.

### C. Jurisdiction EOC Function

**The CHC-MAS provides the means for the CHCs to coordinate among themselves, and as a unit to integrate with Jurisdiction Public Health Department, Disaster Medical Services, police, fire and EMS during a disaster event.**

The Jurisdiction Emergency Operations Center (EOC) serves as the data center for collecting and disseminating current information about equipment, bed capacity and other CHC resources during a disaster. The information collected

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by the Jurisdiction DOC/EOC is to be used only for disaster preparedness, response and recovery.

In the event of a disaster or during a disaster drill, CHCs will be prepared to provide the Jurisdiction EOC with the Forms as found in the attachments to this documents. This information includes the following:

1. The total number of injury victims the CHC is capable of receiving using the standard categories of Immediate, Delayed and Minor.
2. Total number of exam rooms **currently available to accept patients**
3. The number of items **currently available for loan or donation** to another CHC:
  - Medical supplies
  - Pharmaceuticals
  - Crash carts
  - Defibrillators
  - Emergency food and water stockpile
4. The following number of personnel **currently available for loan** to another CHC:

### Clinicians

- Physicians
- Nurse Practitioner
- Physician Assistants
- Mental Health providers
- Dentists

### Other Personnel

- Maintenance Workers
- Translators
- Operations staff
- Social Workers

### E. Partner Buddy CHC Concept

Each partner buddy CHC shall standardize a set of contacts to facilitate communications during a disaster.

The procedural steps in the event of a disaster are as follows:

1. Determine the total number of patients each CHC are able to receive.
2. The impacted CHC contacts the partner CHC to determine availability of equipment, supplies, and personnel. (Contacts secondary partner CHC if primary CHC is unable to meet needs.)
3. Impacted CHC contacts the Jurisdiction DOC/EOC and notifies the center of its needs, how they are being met, and any unmet needs.
4. At the request of the impacted CHC, the Jurisdiction DOC/EOC will contact other CHCs to alert them to the situation and to begin an inventory for any

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possible or actual unmet needs.

**COMMUNITY HEALTH CENTER MUTUAL AID SYSTEM MEMORANDUM OF UNDERSTANDING**

The below signed representative agrees to the provisions of this a voluntary agreement.

Signature:

Insert CHC Name Here

By \_\_\_\_\_

Name, Title  
Department

Date

Collocate

**CHC MUTUAL AID SYSTEM MEMORANDUM OF UNDERSTANDING**

List of obtained signatures and dates

<b>CHC</b>	<b>Representative Name</b>	<b>Last Date Signed</b>

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**List of Buddy CHCs**

<b>CHC</b>	<b>Primary Buddy (System)</b>	<b>Secondary Buddy (Locality)</b>

**Attachments:**

- A. CHC-MAS MOU Quick Reference Guide
- B. *CHC Status Report Form*
- C. *Resource Request Form*
- D. *Resource Accounting Record – Supplies Received*
- E. *Resource Accounting Record – Supplies Donated*