



## **Healthcare Coalition Memorandum of Sharing**

### **Healthcare Coalition / Participating Agency**

TSA – C (Wichita Falls )    TSA – D (Abilene)    TSA – E (DFW)

Hospital    EMS    Emergency Management    Public Health    Other

**Agency Name:** \_\_\_\_\_

**Street Address:** \_\_\_\_\_

**City / State / Zip:** \_\_\_\_\_

### **I. Purpose**

The purpose of this memorandum of sharing (MOS) is to support the Healthcare Coalition in their management of response to disaster(s) within their respective Trauma Service Areas (TSA-C, D, and E), represented by North Central Texas Trauma Regional Advisory Council (NCTTRAC). NCTTRAC serves as the Hospital Preparedness Program Contract Grantee for TSA-C, D, and E. “Mutual aid” may be provided or received by any Healthcare Coalition Organization participating in this agreement, and may include the loaning / receiving of medical and non-medical personnel, pharmaceuticals, supplies and equipment, or assistance with emergent evacuation, including accepting transferred patients.

This MOS addresses the relationships between and among participating agencies and is intended to augment, and not replace, each agency’s disaster plan. This MOS also provides the framework for agencies to coordinate within a regional mutual aid system in concert with the TSA-E Medical Coordination Center (EMCC), City / County Emergency Operations Centers, the Texas Department of State Health Services, the Texas Division of Emergency Management, and other supporting agencies. This MOS does not replace, but rather supplements the rules and procedures governing interaction with other organizations during a disaster including, but not limited to emergency management organizations, law enforcement agencies, local emergency medical services, local public health departments, fire departments, and sheltering organizations such as the American Red Cross. This Agreement represents a “good faith” effort by the participating Agencies to create a consortium of health care facilities capable of providing non-urgent, urgent and emergency medical care in the event of a declared and recognized local, regional, state or national disaster. NCTTRAC's sole responsibility, outside its operational duties with respect to the EMCC and certain record keeping responsibilities, is to act as a facilitator of the consortium of volunteer participating agencies

## II. Definitions

**Participating Agencies** – Refers to all of the agencies entering into this agreement.

**Transferring Agency** – An agency that must transfer its patients as a result of conditions created by a disaster or emergency.

**Donor Agency** – An agency that provides personnel, pharmaceuticals, supplies, or equipment to a facility experiencing a disaster or emergency.

**Recipient Agency** – An agency that accepts patients from a transferring agency, or receives personnel, pharmaceuticals, supplies, or equipment from a donor agency.

**Impacted Facility** – A facility impacted by the locality of the disaster, affecting where and how the disaster victims are being treated.

**EMCC** – TSA-E Medical Coordination Center. An entity intended to coordinate certain aspects of regional health and medical support for the TSA-C, D, and E regions.

**Disaster** – A natural, technological, or man-made event that significantly disrupts the environment of care within an organization's community. For example, disruptions to the ability to provide care and treatment may be caused by infrastructure damage, severe storms, earthquakes, loss of utilities, flood, civil disturbances, accidents, or mass casualty incidents, resulting in sudden, significantly changed or increased demands for the organization's services. Disasters are often referred to as "Emergencies."

## III. General Principles of Agreement

**Implementation of the Memorandum of Sharing** - A Healthcare Coalition Organization becomes a Participating Agency when an authorized representative signs the MOS and it is countersigned by an authorized NCTTRAC representative.

**Activation of the Memorandum of Sharing** - This agreement may be activated upon the declaration that an emergency or disaster exists at any of the participating agencies by an individual at that facility who is authorized to make such declaration. Upon receipt of knowledge that a disaster exists at any participating agency, all participating agencies agree to take reasonable and appropriate steps to assist such agency, including but not limited to assessing their ability and preparing to offer aid and assistance as described herein to the extent that they individually deem practicable.

**Requests for / Offers of Assistance** - Only the authorized agency representative at each agency, or his/her designee, has the authority to request assistance hereunder, or to offer assistance.

**Routing of Requests for Assistance** - Within the TSA-C, D, E regions, the operation of the EMCC supplements, but does not replace traditional, local jurisdictional emergency management support for responding agencies, including hospitals. Although these regions are extremely robust in health and medical capacity, some areas may experience rapid degradation in support capability even in relatively minor emergencies. Healthcare Coalition organizations may use crisis applications operated by the EMCC and member organizations, or various redundant communications methods, to request and respond to requests for mutual aid and / or the sharing of resources from the Coalition. In accordance with the Texas Disaster Act of 1975 and Texas Government Code §418 (Mutual Aid), requests for support by jurisdictions must be routed to elected and appointed jurisdictional emergency management, and public health officials, as appropriate, and in a manner designated by that jurisdiction. In all cases, jurisdictional emergency operations centers must be kept apprised of localized requirements and such requests forwarded to supporting agencies per jurisdictional protocols.

**Financial & Legal Liability** - The Recipient Agency will assume legal and financial responsibility for personnel, pharmaceuticals, equipment and supplies from the Donor Agency with respect to the use of the personnel, pharmaceuticals, equipment and supplies at the Recipient Agency. The Recipient Agency will reimburse the Donor Agency, to the extent permitted by law, for all of the Donor Agency's costs as determined in accordance with the Donor Agency's regular rates. Costs will include all use, breakage, damage, replacement, and return costs of supplied materials. Reimbursement will be made within 60 days following receipt of the invoice (terms: Net 60).

**Liability for Transferred Patients** - A Recipient Agency will assume the legal and financial responsibility for transferred patients upon arrival and admission into the Recipient Agency.

**Hold Harmless Condition** - Recipient Agency, subject to state law restrictions, will hold harmless and indemnify the Donor Agency from and against any claims, actions, suits, proceedings, costs, expenses, damages, and liabilities, including reasonable attorney's fees, arising from the use of Donor Agency's personnel, pharmaceuticals, equipment, and supplies at the Recipient Agency. However, the Donor Agency shall remain responsible for appropriate credentialing of personnel and for the safe condition of the pharmaceuticals, equipment, and supplies provided for use at the Recipient Agency at the time they are provided to the Recipient Agency, and Donor Agency, subject to state law restrictions, shall be obligated to indemnify and hold harmless the Recipient Agency for claims arising from Donor Agency's negligent acts or omissions in its performance of those responsibilities."

Participating Agency will, subject to state law restrictions, defend and indemnify the NCTTRAC, its directors, employees, agents and representatives (the "NCTTRAC Indemnites") and hold the NCTTRAC Indemnites harmless against any damages,

**Healthcare Coalition Memorandum of Sharing, continued**

claims, suits, actions, liabilities, loss, penalties, costs and expenses including, without limitation, reasonable attorney's fees, arising out of Participating Agency's negligent acts or omissions related to Participating Agency's participation under this Memorandum of Sharing Agreement.

NCTTRAC will defend and indemnify Participating Agency, its directors, officers, employees, agents and representatives (the Agency Indemnitees") and hold the Agency Indemnitees harmless against any damages, claims, suits actions, liabilities, loss, penalties, costs and expenses including, without limitation, reasonable attorney's fees, arising out of NCTTRAC's negligent acts or omissions related to this Memorandum of Sharing Agreement.

**Renewal and Termination** - This MOS will commence on the signatory date and shall be automatically renewed annually in conjunction with the Hospital Preparedness Program year, unless otherwise cancelled as part of termination of the Hospital Preparedness Program Letter of Agreement, or at the written request of signatory's CEO or designated representative. Signatories whose participation in the Hospital Preparedness Program has been terminated may leave the MOS in effect. Signatories of the MOS that are not Hospital Preparedness Program participants may terminate the MOS at any time. Terminating agencies must provide written notice of the intended termination to NCTTRAC so that a current accounting of MOS signatories is accurately maintained.

This Amendment together with the Agreement referenced herein contains or references the entire agreement of the parties and supersedes any and all prior agreements, contracts and understandings, whether written or otherwise, between the parties relating to the subject matter herein.

**IN WITNESS WHEREOF**, Participating agency and NCTTRAC have duly executed this Agreement effective as of the Effective Date.

**PARTICIPATING AGENCY**

**NCTTRAC**

By:	_____	By:	_____
	(Signature)		(Signature)
Printed Name:	_____	Printed Name:	Hendrik J. Antonisse
Title:	_____	Title:	Executive Director
Date:	_____	Date:	_____