

STATE OF COLORADO

HOSPITAL MEMORANDUM OF UNDERSTANDING

This statewide Memorandum of Understanding (MOU) is made and entered into as of this date by and between hospitals within the State of Colorado

ARTICLE I: Introduction

1.1. Introduction

Certain events in the state of Colorado, either regionally or statewide, may produce a significant number of patients requiring emergency medical care, including the possibility of patients with specialized medical requirements (hazmat, trauma surgery, etc.). Such events may include, but are not limited to, facility disruption, catastrophic accidents, pandemics, terrorist attacks, or severe natural disasters such as an earthquake or tornado. For purposes of this MOU, these medical disasters or critical incidents will be defined as events that exceed the effective response capacity of an individual hospital. During these events, hospitals will depend on pre-event cooperative working agreements and planning initiatives to assist in the response and recovery. The specific manner of cooperation required may not be known until the time of an event but may include:

1. Personnel and staff sharing.
2. Equipment, supplies and pharmaceutical sharing.
3. Evacuation of patients to other facilities.
4. Communication within the health care community.
5. Cooperation in planning for general community response and support.

1.2. Purpose

The Colorado Department of Public Health and Environment (CDPHE) is the state agency tasked with implementing and overseeing emergency response pertaining to public health emergency events per C.R.S. § 25-1.5-102(1)(b). The purpose of this statewide MOU is to establish a coordinated system through which hospitals throughout Colorado may provide support to each other, as necessary, to respond to emergency medical care needs during an event. The appendices accompanying the MOU, and their references within the MOU, are included as suggested tools or references.

CDPHE relies heavily on the cooperation of local partners, such as hospitals, to work together to meet the needs generated by an event, as it will almost always involve one or more local emergency management agencies, local public health departments, municipal governments or state emergency

management or state department of health agencies and may also involve the Federal Emergency Management Agency (FEMA). Having agreements in place prior to an event concerning how resources may be shared should result in a better, more organized and faster response.

CDPHE, hospital providers and hospital administrators have recognized the importance of formalizing this MOU to:

1. Ensure that underlying principles are stated and agreed upon.
2. Ensure that the agreement will continue even if personnel or other institutional processes change.
3. Provide documentation for accreditation agencies, standards organizations and the community at-large regarding the hospital community's high level of commitment regarding emergency preparedness.

This MOU is a voluntary agreement among Colorado hospitals to provide assistance at the time of an event (internal or external) that overwhelms the capability of a hospital to respond. However, when an Assisting Hospital commits resources, verbally or in writing, to an Affected Hospital pursuant to this MOU, it is the intent of the parties that the MOU is binding and enforceable, especially certain terms and conditions concerning payments by an Affected Hospital to an Assisting Hospital. Specifically, this MOU:

1. Is intended to augment, not replace, each hospital's emergency operations plan (EOP);
2. Focuses on coordinating activities between and among participating Colorado hospitals; and
3. Is a framework for Participating Hospitals to coordinate with relevant local emergency management agencies, local public health departments, municipal governments, and state emergency management and health agencies.

Generally, this MOU does not replace, but rather supplements, the policies and procedures governing interaction between Participating Hospitals with external organizations during an event, such as law enforcement agencies, local emergency medical services, local public health departments, fire departments, and other non-governmental organizations.

Nothing in this MOU shall be construed as limiting the rights of the Participating Hospitals to affiliate or contract with any other entity operating a hospital or health care facility on either a limited or general basis while this MOU is in effect. The MOU is not intended to establish a preferred status for patients of any Affected Hospitals. This agreement is intended, through joint cooperation between all entities listed, to best service the citizens of Colorado during an event.

1.3. Definitions

Affected Hospital – a Participating Hospital that has initiated a request through this MOU to receive personnel, pharmaceuticals, supplies or equipment from another Participating Hospital or to evacuate patients to another Participating Hospital during an internal or external event.

Assisting Hospital – a Participating Hospital that considers requests and provides personnel, pharmaceuticals, supplies or equipment to another Participating Hospital or accepts patients from another Participating Hospital.

Assisting Personnel – personnel sent by an Assisting Hospital to an Affected Hospital upon request.

Emergency Declaration – the official declaration by an authorized government official of a state of emergency in the jurisdiction in which one or more parties is located.

Emergency Operations Plan (EOP) – the hospital’s emergency operating plans, guidelines, procedures, checklists and other pre-planned strategies for handling events that could affect the institution. The EOP may also be called the Emergency Management Plan.

Evacuation – the process of moving patients accompanied by staff, records, supplies and/or materials either from the Affected Hospital due to an event that threatens life or the ability of the Affected Hospital to function safely as a health care delivery organization.

Event – any incident (internal to the hospital or external in the community), mass casualty incident or similar socially disruptive incident that results in the partial or full activation of a hospital’s EOP.

Health Care Services – the provision of medical treatment, care, advice, or other services, or supplies, related to the health of individuals or human populations.

Incident Command System (ICS) – a method of operation that provides a structure to enable agencies with different legal, jurisdictional, and functional responsibilities to coordinate, plan, and respond to emergencies.

Local EOC – a local Emergency Operations Center, or Local Multi-Agency Coordination Center (MACC), is a combination of facilities, equipment, personnel, procedures and communications integrated into a common system with responsibility for coordination of assisting agency resources and support to emergency operations from the local or county level.

National Incident Management System (NIMS) – the federal coordinating program overseen by the Department of Homeland Security (DHS) requiring hospitals to formulate emergency plans including mechanisms to facilitate mutual aid in the event of inter-jurisdictional emergencies.

Operating Guidelines – the system for activating and implementing this MOU to include (i) a recommended method for making and responding to requests for sharing personnel,

pharmaceuticals, supplies, equipment and/or the transfer of patients and (ii) suggested technologies to facilitate technologies between parties during a response.

Participating Hospital – a hospital that has signed this MOU and agrees to provide mutual aid under the terms of this MOU.

Senior Hospital Administrator – an individual, and at least one designee, that has authority to issue, receive, and respond to requests for resources pursuant to this MOU.

State EOC - the State Emergency Operations Center (EOC), or Colorado Multi-Agency Coordination Center (MACC), is a combination of facilities, equipment, personnel, procedures and communications integrated into a common system with responsibility for coordination of assisting agency resources and support to emergency operations from the State level.

Workers' Compensation – the government administered system for providing benefits to individuals injured or killed in the course of employment, regardless of fault.

1.4. Hospital Responsibilities

Each Participating Hospital has the following responsibilities under this MOU:

1. Provide to the Director of the Office of Emergency Preparedness and Response (OEPR) at CDPHE, and update annually (as needed), a Point of Contact for each hospital.
2. Update its Emergency Operations Plan (EOP) annually and include the terms of this MOU in the EOP. At a minimum, each hospital's EOP will include:
 - a. Provisions for the care of patients during an event.
 - b. Maintenance of equipment to be used in the response.
 - c. Appropriate staff training.
 - d. Implementation of an internal incident command system consistent with the principles of the National Incident Management System (NIMS) and/or Hospital Incident Command System (HICS).
3. Participation in local, regional or state emergency planning and/or education initiatives.
4. Practice and maintain the ability to report bed capacity in the HavBed format via established CDPHE reporting systems.
5. During an event, hospitals should work together to share resources and coordinate responses until such time as the event causes the Local EOC to become operational. The Local EOC will then serve as a center for collecting and disseminating current information about Participating Hospital resources and needs including equipment, bed capacity, personnel, supplies, and other relevant matters. The Local EOC will also serve as a point of contact between Participating

Hospitals, state and local emergency management agencies, other governmental and non-governmental agencies, as necessary. Each Participating Hospital will provide and update relevant information during drills or events to the Local EOC.

6. During an event, the following are considered redundant forms of communication, which are available to most Participating Hospitals, and for which updated access numbers and addresses should be kept:
 - a. Routine communications including phone, fax, email, and amateur radio service.
 - b. EMResource to report situational awareness of operational status, respond to bed availability requests, and to communicate with other Participating Hospitals.
 - c. Colorado Hospital Emergency Coordination System (CHECS).
 - d. Health Alert Network for updates from Local Public Health.
 - e. 800 MHZ radio(s) programmed to the necessary channels.
7. When requested and able, provide mutual aid to Participating Hospitals as requested. **NO PARTICIPATING HOSPITAL WILL BE REQUIRED TO PROVIDE ASSISTANCE UNLESS IT HAS SUFFICIENT RESOURCES TO DO SO.** No party to this MOU is liable to any other party for the costs associated with a response provided pursuant to this MOU, except as provided for in Article V of this MOU.
8. Comply with Emergency Medical Treatment and Active Labor Act (EMTALA) laws and regulations, related state laws and regulations, and patient confidentiality laws and regulations (including HIPAA privacy and security provisions), to the extent possible and applicable during an event (including during patient evacuation). EMTALA allows for waiver requests to be submitted to the Secretary of Health and Human Services, which, if granted, may alleviate the need to comply with all requirements. Additionally, the Governor may issue Executive Order(s) that address and/or suspend certain EMTALA requirements.
9. Provide signed copies of this MOU to the Colorado Hospital Association (CHA), and CHA shall forward all fully executed MOUs to CDPHE.

ARTICLE II: Request for Personnel

2.1 Authority and Communication

1. Only a Senior Hospital Administrator, or designee, has the authority to initiate or respond to the request for personnel pursuant to this MOU.
2. This request may be executed directly between two parties in the event that the Local EOC is not operational (Appendix A – MOU Activation Flowchart).
3. The activation of this MOU should be communicated to the Local Emergency Manager or Local EOC. The Affected Hospital must create an EMResource event (internally, through their dispatch center or emergency management) to notify other Participating Hospitals of the event in all cases.
4. If the Local EOC is operational:
 - a. This request may be made verbally to the Assisting Hospital or through the Local EOC. Any verbal request must be followed by a written request within forty-eight (48) hours.
 - b. The Local EOC may communicate verbal requests to other Participating Hospitals and provide additional communication between hospitals.
 - c. In a state-declared emergency, resource requests will be coordinated through the State EOC.

2.2 Requesting Personnel

1. The Affected Hospital will identify:
 - a. The number of personnel requested.
 - b. The specific skills or certifications required.
 - c. An estimate of how quickly the request is needed.
 - d. The location where the Assisting Personnel are to report.
 - e. An estimate of how long the Assisting Personnel will be needed.
 - f. Confirmed sleeping and nutritional accommodations for the anticipated duration of deployment.
2. The Assisting Hospital will:
 - a. Provide to the Affected Hospital a list of names, licensure category and any specialty training of personnel who can respond.
 - b. Send only personnel that are employed by, contracted with or on the staff of the Assisting Hospital.
 - c. Limit personnel sent to those who are certified, licensed, privileged and/or credentialed at the Assisting Hospital.
 - d. Ensure Assisting Personnel have current identification from the Assisting Hospital.

- e. Provide for safe and efficient transportation of its personnel to the Affected Hospital.

2.3 Documentation

1. Resource Requests can be made using the Resource Request Form (Appendix B provides a sample form and is also posted in the documents section of EMResource and EMHICS)
2. The Assisting Personnel will be required to present their Assisting Hospital ID badge upon arrival at the Affected Hospital.
3. The Affected Hospital will be responsible for:
 - a. Establishing and following the procedures for the Assisting Personnel consistent with the Joint Commission Standards pertaining to Disaster Privileges.
 - b. Confirming the Assisting Personnel's ID badge with the list provided by the Assisting Hospital.
 - c. Providing the appropriate additional identification (e.g. "visiting personnel" badge) to the Assisting Personnel if needed.

2.4 Supervision, Control and Staff Support

The Affected Hospital will:

1. Identify where and to whom the Assisting Personnel will report.
2. Provide professional staff to supervise Assisting Personnel.
3. Provide a brief summary to Assisting Personnel of the situation, their assignments and any necessary safety precautions or procedures.
4. If appropriate, activate the "emergency staffing" rules to govern assigned shifts. Assisting Personnel will work shifts less than or equal to the Affected Hospital's own personnel.
5. The Affected Hospital will maintain records of the names of Assisting Personnel and their hours worked using the standard ICS format or its equivalent (Appendix D – HICS 252 Section Personnel Time Sheet and Appendix E – HICS 253 Volunteer Staff Registration). Copies of completed forms will be provided to the Assisting Hospital weekly and at the event termination.
6. Provide food and housing for Assisting Personnel during their term of deployment.
7. Provide a "just in time" orientation/training for Assisting Personnel.

2.5 Liability, Salary and Term of Deployment

1. Liability

- a. Liability claims, malpractice claims, attorneys' fees, workers' compensation and other incurred costs related to the Assisting Personnel are the responsibility of the Assisting Hospital.
- b. An extension of liability coverage to the Assisting Personnel shall be provided by the Assisting Hospital to the extent permitted by law.

2. Salary

- a. The Affected Hospital shall reimburse the Assisting Hospital for the actual costs of the Assisting Personnel to include salary and benefits. Salary and benefits shall be paid at the same rate as documented thirty (30) days prior to the event.
- b. The Affected Hospital shall reimburse the Assisting Hospital within ninety (90) days of the receipt of an invoice.

3. Term of Deployment

- a. The initial default request for personnel is forty-eight (48) hours.
- b. This term may be shortened or lengthened by either the Assisting Hospital or the Affected Hospital during the initial requesting process (Article 2.2 Requesting Personnel).
- c. The Assisting Hospital must provide at least twenty-four (24) hours advance notice of the intent to withdraw Assisting Personnel from the Affected Hospital. If twenty-four (24) hours is not possible due to an event at the Assisting Hospital, the Assisting Hospital will provide as much notice as possible.

2.6 Demobilization

1. The Affected Hospital will coordinate any necessary demobilization procedures and post-event stress debriefing.
2. The Affected Hospital will provide for transportation of the Assisting Personnel back to the Assisting Hospital.

ARTICLE III: Request for Equipment, Supplies and Pharmaceuticals

3.1 Authority and Communication

1. Only a Senior Hospital Administrator, or designee, has the authority to initiate or respond to the request for personnel pursuant to this MOU.
2. This request may be executed directly between two parties in the event that the Local EOC is not operational (Appendix A – MOU Activation Flowchart).
3. The activation of this MOU should be communicated to the Local Emergency Manager or Local EOC. The Affected Hospital must create an EMResource event (internally, through their dispatch center or emergency management) to notify other Participating Hospitals of the event in all cases.
4. If the Local EOC is operational:
 - a. This request may be made verbally to the Assisting Hospital or through the Local EOC. Any verbal request must be followed by a written request to the Assisting Hospital within forty-eight (48) hours.
 - b. The Local EOC may communicate verbal requests to other Participating Hospitals and provide additional communication between hospitals.
 - c. In a state-declared emergency, resource requests will be coordinated through the State EOC.

3.2 Requesting Equipment, Supplies or Pharmaceuticals

The Affected Hospital will identify:

- a. The type of equipment, supplies and/or pharmaceuticals needed.
- b. The quantity of equipment, supplies and/or pharmaceuticals needed.
- c. An estimate of how quickly the request is needed.
- d. The location where the equipment, supplies and/or pharmaceuticals are to be delivered.
- e. An estimate of how long the equipment, supplies and/or pharmaceuticals will be needed.

3.3 Documentation

1. Resource Requests can be made using the Resource Request Form (Appendix B provides a sample form and is also posted in the documents section of EMResource and EMHICS).
2. The Affected Hospital will:
 - a. Complete the Assisting Hospital's standard order requisition forms as documentation of the receipt of the requested materials.
 - b. Track the borrowed inventory.

3. The Assisting Hospital will document:

- a. The equipment, supplies and/or pharmaceuticals **SENT TO** the Affected Hospital.
 - b. The equipment, supplies and/or pharmaceuticals **RECEIVED BACK** from the Affected Hospital.
 - c. The condition, type, size and model number of inventory lent to the Affected Hospital.
4. Standard ICS forms, or the equivalent, should be used for documentation (Appendix H – HICS 256 Procurement Summary Report and Appendix I - HICS 257 Resource Accounting Record).

3.4 Delivery and Return of Borrowed Inventory

1. The Affected Hospital will:

- a. Arrange for transportation of all borrowed inventory.
- b. Pay for all reasonable transportation fees to and from the Assisting Hospital.
- c. Return any non-disposable equipment in good condition or pay the Assisting Hospital for the cost of repair or replacement.
- d. Return at no charge (except transportation) any unused supplies or pharmaceuticals provided they are unopened and in good and usable condition.

2. The Assisting Hospital will:

- a. Notify the Affected Hospital of the designated pick-up location for borrowed inventory.
- b. Have all requested and available inventory ready for pick-up at the designated time and location.

3.5 Liability

The Affected Hospital is responsible for risk or loss when the borrowed inventory is in its custody (including transport by a third party while requested under this MOU).

ARTICLE IV: Request for Patient Evacuation

Patient evacuation of a Participating Hospital may be necessitated by several events. Some of these events may be pre-planned (e.g. moving to a new facility) or may provide the Participating Hospital with enough time to evacuate in a controlled manner. Other events may dictate an immediate evacuation. All Participating Hospitals will make every attempt to comply with the requirements below, but in an event that causes an immediate danger to life and health, the requirements below may be impossible to achieve.

4.1 Authority and Communication

1. Only a Senior Hospital Administrator, or designee, has the authority to initiate or respond to the request for personnel pursuant to this MOU.
2. This request may be executed directly between two parties in the event that the Local EOC is not operational (Appendix A – MOU Activation Flowchart).
3. The activation of this MOU should be communicated to the Local Emergency Manager or Local EOC. The Affected Hospital must create an EMResource event (internally, through their dispatch center or emergency management) to notify other Participating Hospitals of the event in all cases.
4. If the Local EOC is operational:
 - a. This request may be made verbally to the Assisting Hospital or through the Local EOC. Any verbal request must be followed by a written request within forty-eight (48) hours.
 - b. The Local EOC may communicate verbal requests to other Participating Hospitals and provide additional communication between hospitals.
 - c. In a state-declared emergency, resource requests will be coordinated through the State EOC.

4.2 Request Patient Evacuation

1. The Affected Hospital will specify:
 - a. The number of patients to be transferred.
 - b. The general nature of their illness or condition.
 - c. Any additional services required (en route or once placement is secured).
 - d. If known, the length of time the patient is to be placed at the Assisting Hospital.
 - e. If known, the name of the Assisting Hospital most likely to provide equal care for the patient.

2. The Assisting Hospital will:

Accept patients based on its ability to care for the patients; not on their ability to pay for services or the requirements of the patient's insurer.

4.3 Transport and Tracking of Patients and Belongings

1. The Affected Hospital will:

- a. Triage patients to be transferred. The HICS 254 Disaster Victim/Patient Tracking Form (Appendix F), or its equivalent, can be used.
- b. Incur the costs of transfer and transportation (not otherwise reimbursable by the patient or the patient's third-party payer).
- c. Coordinate the transport of patients with local EMS agencies and the local or state EOC as necessary.
- d. Provide, at a minimum, the patient's name, identification number and any known medication allergies. This information may be written on triage tags, the HICS 260 Patient Evacuation Tracking Form (Appendix J), its equivalent, or on the patient's arm. If records are not transferred with the patient, they should be transferred as soon as possible.
- e. Document the Assisting Hospital to which each patient is sent. The HICS 255 Master Patient Evacuation Tracking Form (Appendix G), or its equivalent, can be used.
- f. If able, provide copies of the patient's medical records, registration information and any additional information (e.g. test results, x-rays) necessary for patient care to the Assisting Hospital.
- g. If able, include necessary medications and other specific needs (e.g. ventilator, blood products) with the patient.
- h. If able, all patient personal belongings will be transferred with the patient.

2. The Assisting Hospital will:

- a. Document all patients transferred from the Affected Hospital. The HICS 254 Disaster Victim/Patient Tracking Form (Appendix F), or its equivalent, can be used.
- b. Document all equipment, records and patient belongings that arrive with the patient. The HICS 260 Patient Evacuation Tracking Form (Appendix J), or its equivalent, can be used.
- c. Report the names of all patients that arrive to the Affected Hospital and any regional coordinating agency if possible.

4.4 Patient Admission

The Assisting Hospital will:

1. Designate an admitting service and admitting physician for each patient.
2. If requested, provide emergency or disaster privileges to the patient's original attending physician (as described in the Assisting Hospital's credentialing process and in the medical staff's bylaws).

4.5 Liability

The Assisting Hospital will:

1. Be responsible for liability claims originating from the time the patient is admitted into its facility.
2. Negotiate reimbursement for patient care with the patient's insurer under the conditions for admissions without pre-certification requirements in the event of emergencies.

4.6 Notification

The Affected Hospital will:

1. Notify and obtain transfer authorization from the patient or patient's legal representative.
2. Notify the patient's attending physician of the transfer and the location of the patient as soon as reasonably practical.
3. Notify the patient's family of the transfer and the location of the patient as soon as reasonably practical.

4.7 Demobilization

The Affected Hospital will:

1. Notify all Assisting Hospitals of the intent to return patients.
2. For all patients of the Affected Hospital that consent, provide for the transportation of transferred patients from the Assisting Hospital(s) back to the Affected Hospital.
3. Ensure all equipment, records and patient belongings return with each patient.

ARTICLE V: Reimbursable Expenses and Reimbursement of Costs

5.1 Reimbursable Expenses

The terms and conditions governing reimbursement for any assistance provided pursuant to this MOU will be in accordance with the following provisions, unless otherwise agreed upon by the Affected and Assisting Hospitals in writing:

1. Personnel – During the period of assistance, the Assisting Hospital will continue to pay its employees according to its then prevailing rules and regulations and employment policies. The Affected Hospital will reimburse the Assisting Hospital for all direct payroll costs and expenses incurred during the period of assistance.
2. Equipment – The Assisting Hospital will be reimbursed by the Affected Hospital for damage caused by the Affected Hospital's use of the Assisting Hospital's equipment during the period of assistance. To the extent it can, the Affected Hospital will maintain all equipment provided to it by an Assisting Hospital in safe and operational condition. If it cannot do so, the Affected Hospital will advise the Assisting Hospital of its inability to do so and the Assisting Hospital can act to protect or service its equipment.
3. Supplies – The Assisting Hospital will be reimbursed for all supplies furnished by it and used or damaged during the period of assistance, unless such damage is caused by gross negligence, bad faith or willful misconduct of the Assisting Hospital or its personnel. In the alternative, the parties may agree that the Affected Hospital will replace, with the kind and quality as determined by the Assisting Hospital, the supplies used or damaged.
4. Recordkeeping – The Assisting Hospital will maintain records and submit invoices for reimbursement to the Affected Hospital in accordance with this MOU and its own existing policies and practices.
5. Waiver of Reimbursement – A hospital may assume or donate, in whole or in part, the costs associated with any loss, damage, expense or use of personnel, equipment, supplies or pharmaceuticals, and will waive in writing any rights to reimbursement for the costs of the resources or items donated. Both Affected and Assisting Hospitals will work cooperatively to obtain governmental reimbursement during a declared event.

5.2 Reimbursement of Costs

1. An Affected Hospital will reimburse the Assisting Hospital rendering aid under this MOU, including deployment-related costs. All such costs must be documented in order to be eligible for reimbursement. Under its sole discretion, an Assisting Hospital may decide to donate assets of any kind to an Affected Hospital.
2. Within thirty (30) days of termination of assistance, the Assisting Hospital will provide a written

notice to the Affected Hospital of its intention to seek reimbursement or not. The written notification must include a brief summary of the services provided, an estimated total amount to be requested and an official point of contact or financial representative. The Affected Hospital will acknowledge receipt of each notification in writing once the required documentation has been provided.

3. Within sixty (60) days of the termination of assistance, the Assisting Hospital will prepare and submit a completed request for reimbursement to the Affected Hospital for any of the categories of reimbursable expenses. This request will consist of:
 - a. A cover letter summarizing the assistance provided and requesting reimbursement for expenses incurred. The financial representative responsible for the request should be identified as the point of contact for ongoing questions.
 - b. A copy of the written request for assistance (if there is one).
 - c. A single invoice listing resources provided with the total cost.
 - d. Supporting documentation (copies of invoices, travel claims, etc.).
4. All reimbursement for expenses associated with Assisting Personnel employed by the Assisting Hospital, equipment, supplies or pharmaceuticals provided to the Affected Hospital pursuant to the MOU will be paid by the Affected Hospital within ninety (90) days of its receipt of the request for reimbursement from the Assisting Hospital.
5. Should a dispute arise between hospitals regarding reimbursement, the hospitals will make every effort to resolve the dispute within thirty (30) days of the receipt of the written notice of the dispute by the Hospital stating non-compliance. In the event that the dispute is not resolved within ninety (90) days of the written notice, either Hospital may request the resolution of the dispute by arbitration. Any arbitration under this provision will be conducted under the commercial arbitration rules of the American Arbitration Association. Under no circumstances shall CDPHE be a party to arbitration.
6. Unless otherwise agreed to between the Affected and Assisting Hospitals, the Assisting Hospital will provide assistance at its cost and will not mark-up or otherwise increase its invoice to the Affected Hospital for reimbursement. Cost also includes the benefit costs and payroll taxes for Assisting Personnel.
7. A timeline of key dates included in this MOU is located in Appendix C for reference.

5.3 Reimbursement under the Stafford Act

1. Affected Hospitals that are private non-profit entities may be eligible for reimbursement for some of their expenses by the Federal Emergency Management Agency (FEMA) under the Stafford Act for their work associated with providing emergency medical services in an event. Each Affected Hospital agrees to keep records required to support its own request for

reimbursement under the Stafford Act and when appropriate, to substantiate and support the request for reimbursement of any other Participating Hospital using ICS documents and other appropriate documentation.

2. All Participating Hospitals, to the extent applicable, agree that they will follow the FEMA procedures that are in effect at the time of an event that gives rise to reimbursement under the Stafford Act or its successor. At the time of execution of this MOU, an Affected Hospital that has paid the Assisting Hospital for the services of personnel or for the use of equipment, supplies, and pharmaceuticals is the hospital that is entitled to apply for reimbursement. Procedures for reimbursement are managed by the emergency management agency of the state in which an Affected Hospital is located. Applications should be processed through your Local or State EOC.

ARTICLE VI: Miscellaneous Provisions

6.1 Limitations of MOU

A Participating Hospital's obligation to provide assistance in the preparation for, response to and recovery from an event is subject to the following conditions:

1. The Affected Hospital should be involved in an internal or external emergency as declared by the Affected Hospital's Incident Commander, or the local, state or federal government.
2. An Assisting Hospital may withhold resources to the extent necessary to provide reasonable protections and services for/or within its own facility.
3. During the term of the assistance, the Assisting Personnel will continue to be subject to the human resources policies and procedures of the Assisting Hospital. However, Assisting Personnel will be under the supervision and control of the appropriate staff of the Affected Hospital and will follow the medical protocols and standard operating procedures of the Affected Hospital.
4. Equipment, supplies and pharmaceuticals of an Assisting Hospital will be considered "loaned equipment" for the purpose of this MOU, and the Affected Hospital will ensure the safe and medically prudent operations of said equipment by appropriately licensed, trained and professional personnel. The Affected Hospital will clean and disinfect or otherwise remove any potentially infectious materials on the loaned equipment before returning it to the Assisting Hospital.

6.2 Term, Termination, and Automatic Renewal

1. The term of this MOU is three (3) years commencing on September 18, 2015.
2. Any Participating Hospital may terminate its participation in this MOU at any time by providing written notice to the Colorado Department of Public Health and Environment (CDPHE) thirty (30) days prior to the effective date of termination. CDPHE will then inform all other Participating Hospitals of the termination. The MOU for the rest of the Participating Hospitals will continue to be in effect despite this termination. The obligation of any Participating Hospital to reimburse any other Participating Hospital that was incurred under this MOU, if not satisfied, shall survive the termination of this MOU.
3. Thereafter, for all Participating Hospitals, this MOU will automatically renew for consecutive one (1) year terms until amended or terminated.
4. Any previous versions of this MOU entered into by the parties is hereby declared void and of no effect.

6.3 Amendment and Review

This MOU will be reviewed every three (3) years or upon written request by a Participating Hospital and may be amended by the written consent of a senior administrator for each Participating Hospital. Failure to agree to an amendment will result in a Participating Hospital opting out of this MOU.

6.4 Severability

If any of the provisions of this MOU are ruled to be illegal or unenforceable by a court of competent jurisdiction, those provisions shall be severed from this MOU and all remaining provisions of this MOU shall remain in full force and effect.

6.5 Confidentiality

Each Participating Hospital shall maintain the confidentiality of all patient health information and medical records in accordance with applicable state and federal laws, including but not limited to, the HIPAA privacy regulations, unless such applicable laws and regulations are modified or waived by competent authority during the event in which case each Participating Hospital shall conform to the applicable laws and regulations as modified or waived.

6.6 Media Relations and Release of Information

In the event of a local or regional emergency, each Participating Hospital agrees to participate in a Joint Information Center (JIC) under the Local EOC that would be the primary source of information for the media related to a medical emergency affecting more than one Participating Hospital. During a multi-regional or statewide emergency, state-level agencies will coordinate establishment of the JIC which will speak on behalf of the affected Participating Hospitals to assure consistent, timely flow of information to the public.

6.7 Liability Insurance & Worker's Compensation

Each Participating Hospital will maintain, at its own expense, professional, worker's compensation and general liability insurance coverage for itself and its respective employees. Personnel of a Participating Hospital responding to or rendering assistance for a request who sustain injuries or death in the course of, and arising out of, their employment, are entitled to all applicable benefits normally available to personnel while performing their duties for their employer. All responding personnel shall remain covered under the Assisting Hospital's insurance policy(s).

6.8 Defense and Indemnification

The Affected Hospital and Assisting Hospital will collaborate on the defense of liability claims arising from or asserting the negligent acts and omissions of Assisting Personnel who are employed or otherwise covered by the Assisting Hospital. Assisting Personnel who are licensed independent

practitioners and who are not employees of a Participating Hospital will procure their own professional and general liability coverage, and the Affected Hospital shall not assume any liability, defense or indemnification obligation for such independent Assisting Personnel arising out of participation in this MOU.

ARTICLE VII: Signatures

By signing this MOU, the hospital named below is stating its intent to participate in the State of Colorado Hospital Memorandum of Understanding with all other signatory hospitals and will abide by the terms of the MOU and incorporate the terms of the MOU into the hospital's emergency operations plan, effective September 18, 2015.

Hospital Information

Hospital Name: _____

Hospital Address: _____

County: _____

24/7 Switchboard Number: _____

24/7 Fax Number: _____

Command Center Phone Number, if different: _____

Command Center Fax Number, if different: _____

Hospital Authority:

Signed: _____

Printed: _____

Title: _____

Date: _____

CDPHE-OEPR Representative: _____ Date _