

East Bay Hospital Mutual Aid Agreement
MEMORANDUM OF UNDERSTANDING
Updated: August, 2022

The Participants listed in Attachment A, by affixing their signature to this memorandum of understanding, agree in principle to voluntarily coordinate mutual aid services with each of the signatories in a good faith effort to minimize risk to patient care and hospital operations in the event of a disaster.

I. SCOPE AND APPLICABILITY

The Participants agree that in the event of a declared or undeclared event affecting hospital services as a result of an infectious disease, natural, human-made or technological causes or a mass casualty or hazardous material incident (hereinafter “Disaster”) which exceeds the effective response capabilities of the impacted health care facility or facilities of any other Participant, the affected Participant may request assistance from the other Participants as is more generally set forth herein.

In the event of a Disaster, an affected Participant may contact the other Participants. If the disaster is broader than the Participants determine they can handle by working together, they will contact their County Emergency Medical Services Agency, their city government Office of Emergency Services, and other agencies as appropriate. The Participants will use the guidelines established herein to coordinate the care and services necessary to deal with the Disaster.

Each Participant shall agree to take all appropriate actions during a Disaster without regard to race, color, creed, national origin, age, sex, gender orientation, religion, disability, or any other basis or characteristic made unlawful by local, state, or federal law, ordinance or regulation, to assist all Participants as necessary. No Participant shall be required to provide treatment, care, medical supplies, equipment, services, or personnel over and above that which is necessary to meet its own needs, existing or anticipated, or beyond its own resources except as otherwise required by law.

Participation by the Department of Veterans Affairs is further limited by certain Federal statutory obligations that take precedence over the responsibilities under this Memorandum of Understanding. They include the Stafford Act (42 USC 5121 et seq), the FEMA Interim Federal Response Plan [42 USC 5170(a)(1) and 5192(a)(1) and Executive Orders 12148, 12673], the National Disaster Medical System (38 USC 8111(a)(1) and assistance to non-veteran patients referred to a Veterans Affairs facility on a humanitarian basis (38 USC 1784).

In the event that the affected Participant is unable to continue patient care for some or all of its patients, the other Participants agree to act as receiving facilities for these patients to the extent the facility has the capability and capacity to do so.

Each Participant agrees to follow the guidelines set forth herein to the extent possible. There shall be no cause of action or basis of liability for breach of this Memorandum of Understanding by any Participant(s) against any other Participant(s).

This Memorandum of Understanding is not intended to replace each Participant's Disaster Plan or to adversely affect existing transfer agreements between Participants but is intended to support those plans and agreements. Each Participant shall incorporate this Memorandum of Understanding into its disaster plan consistent with the principles agreed to herein.

II. GUIDELINES

A. EMERGENCY TREATMENT

Each Participant agrees to provide assistance, as available within its reasonable capabilities, including:

- 1) Accepting as many casualties/patients as resources and staffing permit.
- 2) Accepting as many transfers as resources and staffing permit.
- 3) Providing treatment/care within the capabilities of the facility.
- 4) Providing physician, medical support services and personnel.
- 5) Providing diagnostic services.
- 6) Assisting in placing casualties/transfers.
- 7) Facilitating transportation as available and requested by other Participants.
- 8) Notifying the Participants when vacancies no longer exist.
- 9) Providing such administrative, medical and related information as necessary for the proper care of patients transferred/received.
- 10) Providing other medical services that may be necessary and requested.

B. EMERGENCY MEDICAL SUPPLIES AND EQUIPMENT

To the extent permitted by law, a Participant shall provide emergency medical supplies and equipment within resource capabilities, and as appropriate, include instructional material and product information.

C. COST OF SERVICES, MEDICAL SUPPLIES, EQUIPMENT AND PERSONNEL

A Participant receiving services, medical supplies, equipment, or personnel will replace or reimburse the cost of same at fair market value, to the Participant providing services, equipment, or personnel as needed, unless the providing Participant receives replacement or reimbursement from another source approved by the providing Participant, such as a government entity. Records will be kept for accurate accounting. Furthermore, the Participant providing the services, equipment, or personnel shall determine whether reimbursement or replacement is the manner in which it is made whole.

D. ADMINISTRATIVE SERVICES

A Participant will provide the following administrative services for themselves and will assist other Participants by:

- 1) Maintaining a current listing of all casualties or transfers made to and from the Participant's facility.
- 2) Maintaining a current listing of all discharges, and to the extent possible, their assigned areas and locations.
- 3) Maintaining a current listing of all deaths at the Participant's facility.
- 4) Notifying the other Participants when patients or personnel can be returned to their facility.
- 5) Maintaining a record of all treatment administered, including medical supplies and charges made.
- 6) Furnishing other information or record keeping, as may be requested or deemed necessary by the Participant.

E. COMMUNICATION SERVICES

In the event the Participants' normal lines of communication are disrupted, other Participants, as feasible, will:

- 1) Monitor the California Health Alert Network (CAHAN), ReddiNet, amateur radios or any other available means of communication for emergency information transmitted.
- 2) Communicate among themselves and with their County Emergency Medical Services Agency and Department of Public Health as appropriate.
- 3) Provide emergency communication equipment, if available.

III. EFFECTIVE DATE, FUTURE AMENDMENT AND CONSTRUCTION

This Memorandum of Understanding shall become effective upon execution by an authorized officer of a Participating hospital. A signed copy of the signature page shall be sent to the Hospital Council - Northern and Central California on the date of signature (see Attachment B).

A Participant may terminate its participation in this Memorandum of Understanding by giving a sixty (60) day written notice to the Hospital Council.

This Memorandum of Understanding shall be reviewed every five (5) years by the Participants to ensure that it meets the requirements of the Participants. Changes will be coordinated by the Hospital Council and documents re-issued for signature as needed.

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

ATTACHMENT A
Participants
(Signatures on File)

Alameda County Hospitals

Alameda Health System*
Alta Bates Summit Medical Center (Berkeley Campus)
Alta Bates Summit Medical Center (Oakland Campus)
Eden Medical Center
Fremont Hospital
Kaiser Permanente Fremont Medical Center
Kaiser Permanente Oakland Medical Center
Kaiser Permanente San Leandro Medical Center
Kindred Hospital – San Francisco Bay Area
St. Rose Hospital
Stanford Health Care Tri Valley
UCSF Benioff Children’s Hospital Oakland
Washington Hospital Healthcare System

*Alameda Health System includes: Highland Hospital, Alameda Hospital, San Leandro Hospital, Fairmont Hospital, and John George Psychiatric Hospital.

Contra Costa County Hospitals

Contra Costa Regional Medical Center
John Muir Behavioral Health Center
John Muir Medical Center-Concord Campus
John Muir Medical Center-Walnut Creek Campus
Kaiser Permanente Antioch Medical Center
Kaiser Permanente Richmond Medical Center
Kaiser Permanente Walnut Creek Medical Center
San Ramon Regional Medical Center
Sutter Delta Medical Center

Solano County Hospitals

David Grant USAF Medical Center
Kaiser Permanente Vacaville Medical Center
Kaiser Permanente Vallejo Medical Center
NorthBay Medical Center
NorthBay VacaValley Hospital
Sutter Solano Medical Center

Department of Veterans Affairs
VA Northern California Health System

ATTACHMENT BAddress for the Hospital Council - Northern and Central California

Hospital Council - Northern and Central California
East Bay Section
1215 K Street, Suite 700
Sacramento, CA 95814
(916) 552-7562