

**MODEL
MEMORANDUM OF UNDERSTANDING REGARDING SHARING OF PERSONNEL
DURING A DISASTER***

This Memorandum of Understanding (the "Agreement") is made and entered into as of this ____ day of _____, 2004, by and between _____ ("Hospital A") and _____ ("Hospital B"). "Hospital A" and "Hospital B" are collectively referred to as "Hospitals" or "parties."**

RECITALS

WHEREAS, "Hospital A" is a hospital with its main campus located at _____;

WHEREAS, "Hospital B" is a hospital with its main campus located at _____;

WHEREAS, the parties acknowledge that each party may from time to time require personnel to optimally meet the needs of patients due to the occurrence of a disaster; and

WHEREAS, the parties have determined that a Memorandum of Understanding, developed prior to a sudden and immediate disaster, is needed to facilitate the sharing of personnel in the event of a disaster;

NOW, THEREFORE, in consideration of the above recitals, the parties agree as follows:

1. Definitions.

- a. "Borrowing Hospital" is the party that requests personnel from the other party in the event of a Disaster.

* This document was supported by Grant number U3RMCO1549-01, from the Health Resources and Services Administration. Its contents are solely the responsibility of the authors and do not necessarily represent the official views of HRSA or the New York City Department of Health and Mental Hygiene.

** This document is designed as a model. The names of the hospitals entering into this agreement should be inserted in place of "Hospital A" and "Hospital B."

- b. "Designated Representative" is the individual or position designated by each party to communicate with the other party.
 - c. "Disaster" means an event in which the hospital's emergency management plan has been activated and the hospital is unable to handle immediate patient care needs. Disasters include, but are not limited to, natural disasters, such as hurricanes, and other events, such as acts of terrorism that generate mass casualties. A Disaster may affect the entire facility or only a portion of the facility.
 - d. "Lending Hospital" is the party that is available to provide personnel to the other party in the event of a Disaster.
2. **Identification of Designated Representative.** Each party agrees to identify a Designated Representative and at least one back-up individual to communicate with the other party prior to and in the event of a Disaster. The names and contact information for the parties' Designated Representatives and back-up individuals is attached hereto as Exhibit "A" and is incorporated herein by this reference.
3. **Sharing of Information Regarding Personnel.** Prior to a Disaster, each party agrees, to the best of its ability, to share information regarding the personnel that may be available to be shared in the event of a Disaster. Such information may include: the name, employment status, licensure, training, and the individuals' specific delineation of clinical privileges.
4. **Lending of Personnel.** The Lending Hospital agrees to use its best efforts to make personnel available to the Borrowing Hospital in the event of a Disaster, upon request. The Lending Hospital shall be entitled to use its own reasonable judgment regarding the personnel it can provide without adversely affecting its own ability to provide services. Personnel subject to this agreement may include professional staff such as physicians and nurses, as well as ancillary staff (such as housekeeping and food service workers).
5. **Communication of Request for Personnel.** After a Disaster has occurred, the Borrowing Hospital's Designated Representative may initially request personnel from the Lending Hospital's Designated Representative verbally. The request must be confirmed in writing as soon as possible. This should ideally occur prior to the arrival of personnel at the Borrowing hospital. To the extent practicable, the Borrowing Hospital will identify to the Lending Hospital the following:
- a. the type and number of requested personnel;
 - b. an estimate of how quickly the personnel are needed;
 - c. the location where the personnel are to report; and
 - d. an estimate of how long the personnel will be needed.
6. **Response to Request for Personnel.** In response to the request, the Designated Representative of the Lending Hospital will provide the Borrowing Hospital with the

following information for the personnel that the Lending Hospital is able to send: the number, names, licensure status, types of personnel, and when applicable, the specific delineation of clinical privileges.

7. **Documentation.** The arriving personnel will be required to present their Lending Hospital identification badge at the site designated by the Borrowing Hospital's Designated Representative. The Borrowing Hospital will be responsible for the following:
 - a. confirming the personnel's identification card with the list of personnel provided by the Lending Hospital; and
 - b. providing additional identification, e.g., "visiting personnel" badge, to the arriving donated personnel.

8. **Responsibility for Personnel.** The parties agree that the personnel made available to the Borrowing Hospital shall be totally under the supervision and control of the Borrowing Hospital while performing any actions in response to the Borrowing Hospital's request for personnel. [Hospitals should insert specific provisions regarding indemnification and malpractice insurance coverage for personnel that are borrowed/loaned pursuant to this agreement. Following is an example of such language: "Borrowing Hospital agrees to notify its professional liability insurer of the circumstances under which personnel from the Lending Hospital will be performing services pursuant to this agreement. Borrowing Hospital shall use commercially reasonable efforts to extend its professional liability insurance to cover the services performed by such personnel while they are acting pursuant to this agreement."]

9. **Recall of Staff.** The Lending Hospital may recall its personnel at any time in its sole discretion. If feasible, adequate notice will be provided to allow the Borrowing Hospital to arrange staffing from other facilities or agencies.

10. **Term.** The term of this Agreement shall be ____year (s) from the date of execution, and this Agreement shall be self-renewing for additional ____-year terms; provided, however, that this Agreement may be terminated with or without cause, by either party giving sixty (60) days prior written notice of termination to the other party.

11. **Effect of Agreement.** The execution of this Agreement shall not give rise to any liability or responsibility to either party for failure to respond to any request for assistance, lack of speed in responding to such a request, or the abilities or actions of the responding personnel.

12. **Governing Law.** This Agreement, and the rights, obligations and remedies of the parties hereto, shall be governed by and construed in accordance with the laws of the State of New York.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

_____ (Hospital A)

By: _____

Title: _____

_____ (Hospital B)

By: _____

Title: _____

EXHIBIT A

Name of Hospital A: _____

Name of Designated Representative: _____

Title of Designated Representative: _____

Contact Number of Designated Representative: _____

E-Mail of Designated Representative: _____

Name of Back-Up Individual: _____

Title of Back-Up Individual: _____

Contact Number of Back-Up Individual: _____

E-Mail of Back-Up Individual: _____

Name of Hospital B: _____

Name of Designated Representative: _____

Title of Designated Representative: _____

Contact Number of Designated Representative: _____

E-Mail of Designated Representative: _____

Name of Back-Up Individual: _____

Title of Back-Up Individual: _____

Contact Number of Back-Up Individual: _____

E-Mail of Back-Up Individual: _____