

# MEMORANDUM OF UNDERSTANDING

## EMERGENCY MUTUAL AID

### BETWEEN

COUNTY OF SAN LUIS OBISPO HEALTH AGENCY/BEHAVIORAL HEALTH

### AND

SANTA BARBARA COUNTY DEPARTMENT OF BEHAVIORAL WELLNESS

This Emergency Mutual Aid Memorandum of Understanding (MOU) is entered into between County of San Luis Obispo Behavioral Health (SLOBH) and the Santa Barbara County Department of Behavioral Wellness (SBCBW), each of which operates a Psychiatric Health Facility (hereafter referred to as PHF) in their respective counties.

#### 1. PURPOSE

It is the intention of SLOBH and SBCBW to participate in this MOU to ensure that in the event of an emergency that necessitates evacuation in one of their respective counties affecting that county's PHF, the clients admitted to and residing in the evacuated PHF will be relocated to and admitted into the PHF in the non-evacuated county for continued care for the duration of the emergency, as needed.

In addition, this MOU is intended as a component of each facility's disaster plan developed to ensure compliance with the Centers of Medicare & Medicaid Services (CMS) Emergency Preparedness Final Rule (42 CFR 482.15), and all other applicable federal, state and local laws addressing emergency evacuations of healthcare facilities. This MOU is intended to augment, not replace, each facility's disaster plan and the rules and procedures governing interaction with other organizations during a disaster.

#### 2. RECITALS

**Whereas**, SBCBW operates a 16 bed, licensed and accredited PHF for Santa Barbara County clients needing acute inpatient psychiatric hospital services;

**Whereas**, SLOBH operates a 16 bed, licensed and accredited PHF for San Luis Obispo clients needing acute inpatient psychiatric hospital services;

**Whereas**, this MOU outlines the agreement between SBCBW and SLOBH in the event of an emergency requiring evacuation of either county's PHF, that SLOBH PHF will accept SBCBW PHF clients and SBCBW PHF will accept SLOBH PHF clients in order that evacuated clients continue to receive appropriate care and treatment.

## MEMORANDUM OF UNDERSTANDING

### 3. DEFINITIONS

- A. **“Aid and Assistance”** means the Sheltering PHF’s and/or Evacuating PHF’s personnel, equipment, supplies and/or services being utilized at the Sheltering PHF during an Emergency according to this MOU.
- B. **“Emergency”** means a situation involving hazard conditions that are beyond the control of the resources of the affected area and require combined forces of mutual aid.
- i. Emergencies can affect a facility internally as well as the overall target population, the community at large, or a geographic area.
- C. **“Evacuation”** means an Emergency response determination by the affected PHF’s leadership, in consultation with local and County emergency response agencies, that facility evacuation is the appropriate response to the identified hazard. This includes but is not limited to an immediate evacuation in response to a mandatory evacuation order issued by law enforcement.
- D. **“Liaison”** means the person designated by each Participating PHF to facilitate communication, coordination, and a positive working relationship between the Participating PHFs in carrying out the purpose and provisions of this MOU before, during, and after emergency Evacuations covered by this MOU.
- i. **“Evacuating Liaison”** refers to the Liaison who is acting in the capacity of requesting and/or receiving Aid and Assistance for the Evacuated PHF from the Sheltering PHF pursuant to this MOU.
  - ii. **“Sheltering Liaison”** refers to the Liaison who is acting in the capacity of determining whether and to what extent the Sheltering PHF will provide Aid and Assistance to the requesting Evacuating PHF pursuant to this MOU.
- E. **“Participating Party”** means a party to this MOU. There are two Participating Parties: SLOBH and SBCBW.
- i. **“SLOBH”** means County of San Luis Obispo Behavioral Health, a Participating Party to this MOU.
  - ii. **“SBCBW”** means Santa Barbara County Department of Behavioral Wellness, a Participating Party to this MOU.
- F. **“Participating PHF”** means the PHF of a Participating Party to this MOU.
- i. **“Evacuating PHF”** means the Participating PHF that is ordered to Evacuate due to an Emergency requiring an Evacuation pursuant to this MOU.

## MEMORANDUM OF UNDERSTANDING

- ii. **“Sheltering PHF”** means the Participating PHF that provides Aid and Assistance to the Evacuating PHF pursuant to this MOU.

**G. “PHF”** means a Psychiatric Health Facility, as defined by California Health & Safety Code § 1250.2.

### 4. **PARTICIPATING PHF LIAISON**

**A.** Each Participating PHF will designate a Liaison to carry out the purposes of this MOU and will provide written notice to the other of their respective Liaison’s name and contact information and will keep this information current.

- i. In the event a designated Liaison is unavailable during an emergency request under this MOU, the affected PHF shall clearly identify contact information for an alternate individual to serve as Liaison for the duration of that emergency response.

**B.** The duties of the Liaisons include, but are not limited to:

- i. Meeting together at least once each fiscal year to discuss emergency response planning and issues, to establish procedures with respect thereto, and to make updates to planning and procedures, as appropriate.
- ii. Maintaining accurate and up-to-date contact information for ongoing communications and for emergency communications, including the communications protocol to be utilized in the event of an emergency under this MOU.
- iii. Acting as the primary point-of-contact for the respective Participating PHFs in the event of an Emergency invoking action under this MOU. The Participating Parties anticipate oral coordination of Aid and Assistance requested during an Emergency, to be memorialized in writing by the Liaisons as soon as practicable.
- iv. Carrying out all other Liaison duties set forth throughout this MOU.

### 5. **PROVISION OF MUTUAL AID**

**A. General.** Pursuant to this MOU, the Participating PHFs will provide Aid and Assistance to one another in the event of an Emergency that calls for facility Evacuation in one of their respective counties.

- i. It is mutually understood that each Participating PHF’s foremost responsibility is to its own PHF patients and its community.

## MEMORANDUM OF UNDERSTANDING

- ii. This MOU will not be construed to impose an absolute obligation to provide Aid and Assistance on the Participating Parties to this MOU.
- B. Requesting Assistance.** Requests for Aid and Assistance will be made by the Evacuating Liaison to the Sheltering Liaison and will state that it is made pursuant to this MOU.
- i. The request may be made orally, to be followed as soon as practicable by a written confirmation of that request.
- C. Response to Request for Assistance.** Upon receipt of a request for Aid and Assistance from the Evacuating Liaison pursuant to this MOU, the Sheltering Liaison may authorize and direct his/her Sheltering PHF personnel to provide Aid and Assistance to the Evacuating PHF.
- i. This decision will be made after considering the needs of the Sheltering PHF and the availability of resources.
  - ii. The Sheltering Liaison will promptly notify the Evacuating PHF whether or not Aid and Assistance will be provided. This notification may be made orally, to be followed as soon as practicable by written confirmation of the response.
- D. Traveling Personnel.** Unless otherwise specified by the Sheltering PHF or agreed to by the Participating Parties, it is mutually understood that the Sheltering PHF will provide for the needs of the Evacuating PHF's personnel as necessary and appropriate, including transportation expenses for travel to and from the Participating PHFs, food, and lodging.
- i. If the Sheltering PHF cannot provide such food and/or lodging, the Sheltering Liaison will so advise the Evacuating Liaison.
- E. Request for the Transfer of Patients.** The request for the transfer of patients by a PHF initially can be made verbally. The request, however, must be followed up with a written communication. The Evacuating PHF, to the extent possible in an Emergency, will identify to the Sheltering PHF:
- i. Number of patients needing to be transferred;
  - ii. General nature of their illness or condition;
  - iii. Any type of specialized services required;
  - iv. Patient medications, and/or specialized equipment needed.

## MEMORANDUM OF UNDERSTANDING

- F. Documentation.** The Evacuating PHF, to the extent possible in an Emergency and in accordance with governing state and federal law, is responsible for providing the Sheltering PHF with the following information for each patient being transferred:
- i. Patient's medical records;
  - ii. Insurance information;
  - iii. Other patient information necessary for the care of the patient;
  - iv. Patient medications; and
  - v. Specialized equipment necessary for the care of the patient.
- G. Confidentiality.** Evacuating and Sheltering PHF staff will remain aware that the confidentiality protections still apply during an Evacuation to ensure compliance with HIPAA Privacy and Security Rules (45 CFR Parts 160 and 164), Welfare and Institutions Code Section 5328, and all other laws and regulations that protect the privacy and security of a patient's Protected Health Information (PHI).
- H. Supervision and Control.** The Sheltering PHF Liaison shall be in charge of the scene, including all Aid and Assistance being utilized under this MOU during the Emergency.
- i. The Sheltering PHF Liaison will coordinate with the Evacuating PHF Liaison to designate supervisory personnel ("designated supervisors") among the employees of the Participating PHFs working on the emergency response being provided by the Sheltering PHF.
  - ii. Sheltering PHF Liaison will assign work tasks to the Evacuating PHF's employees either directly or through the designated supervisors.
  - iii. Unless specifically instructed otherwise, the Sheltering PHF Liaison will have the responsibility for coordination between the designated supervisors of the Participating PHFs.
  - iv. As soon as practicable, the Participating PHFs will provide to one another, upon request, any necessary and appropriate credentials and/or authorizations required under the circumstances.

## MEMORANDUM OF UNDERSTANDING

- v. The Sheltering PHF will have the authority to, among other things:
  - a. Assign work and establish work schedules for Evacuating PHF and/or Sheltering PHF personnel being utilized in an Emergency under this MOU;
  - b. Maintain time records, material records, and equipment records;
  - c. Report work progress and problems.

**I. Duration of Aid and Assistance.** Unless otherwise agreed, the duration of the Sheltering PHF's Aid and Assistance shall be for an initial period of 24 hours, commencing upon the arrival of the Evacuating PHF's patient(s) at the Sheltering PHF.

- i. Thereafter, Aid and Assistance may be extended as agreed upon by the Sheltering PHF Liaison and the Evacuating PHF Liaison.
- ii. The Sheltering PHF's Aid and Assistance may be withdrawn by the Sheltering PHF's Liaison to provide for its own patients and community if the circumstances so warrant.
  - a. In such case, the Sheltering PHF Liaison will make a good faith effort to provide at least 12 hours advance notification (written notification whenever possible) to the Evacuating PHF Liaison, of the Sheltering PHF's intent to terminate such Aid and Assistance.
  - b. If 12-hour notice is not practicable, then the Sheltering PHF Liaison will provide as much notice as is reasonably possible under the circumstances.

### **6. REIMBURSEMENT**

- A.** It is agreed that the Evacuating PHF will reimburse the Sheltering PHF for all reasonable costs and expenses in accordance with County interim rate set by the state Department of Health Care Services (DHCS) or prevailing Medicare rate schedule reimbursement rates set by Centers for Medicare and Medicaid Services (CMS) incurred by the Sheltering PHF as a result of extending Aid and Assistance to the Evacuating PHF in accordance with all federal, state and county laws and regulations, or for all reasonable costs and expenses as mutually agreed upon that would not have otherwise been incurred and which are not otherwise reimbursable from another source.

## MEMORANDUM OF UNDERSTANDING

**B.** The Participating Parties will act in good faith to assure that billing and reimbursement are honest and forthcoming. The Participating Parties will meet in person, through their designees, to work to resolve any billing and/or reimbursement disputes that may arise.

**C. Measure of Reimbursement.** Under this section:

- i. Personnel will be billed and reimbursed according to the then-prevailing ordinances, rules, regulations, and agreements.
- ii. Use of equipment will be billed and reimbursed according to established FEMA equipment rates when applicable.
- iii. Materials and supplies furnished, used, and/or damaged during the period of Aid and Assistance will be billed and reimbursed in accordance with applicable FEMA and state reimbursement policies. Alternatively, the Participating PHFs may agree in writing that the PHF which received the benefit of the materials and/or supplies will replace the used and/or damaged materials and supplies with those of the like kind and quality.
- iv. The Participating PHFs will use reasonable care in the use and control of the materials, supplies and equipment used by them pursuant to this MOU during the period of Aid and Assistance.
- v. No Participating PHF will be responsible for damage resulting from normal wear of equipment, materials and/or supplies.

**D. Billing and Payment.** An invoice for reimbursable costs and expenses, together with the appropriate documentation required by the payee, will be sent as soon as practicable after the costs and expenses are incurred, but not later than 45 days following the last day of Aid and Assistance provided under this MOU.

- i. The payor will pay the bill/invoice, or advise of any disputed items, not later than 45 days following the billing statement date.

**E. Inspection of Records.** The Participating PHFs agree to make their records regarding costs and expenses for Aid and Assistance provided under this MOU available for audit and inspection upon request by a Participating PHF, the state of California, and/or the federal government, and will maintain such records for at least 10 years after the date of final payment under this MOU.

## 7. EMPLOYEES

**A. Rights and Privileges.** Whenever employees of the Participating PHFs are rendering Aid and Assistance pursuant to this MOU, such employees shall remain the responsibility of their respective employer who hired them initially, and retain their

## MEMORANDUM OF UNDERSTANDING

powers, duties, immunities, and privileges under such employment.

**B. Workers' Compensation.** The Sheltering PHF will not be responsible for reimbursing any amounts paid or due as benefits to the Evacuating employees due to personal injury or death occurring during the period of time such employees are engaged in the rendering of Aid and Assistance under this MOU.

- i. It is mutually agreed that the Participating Parties will be responsible for payment of such workers' compensation benefits only to their own respective employees.

**8. NONDISCRIMINATION** In accordance with all applicable local, state, and federal laws, the Participating Parties will not discriminate against any person on account of race, creed, color, sex, national origin, disability, or marital status.

### **9. INDEMNIFICATION AND INSURANCE**

#### **A. Indemnification.**

- i. SLOBH shall defend, indemnify, and hold SBCBW, its officers, officials, employees, volunteers, or agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this MOU but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of SLOBH, its officers, officials, employees, volunteers, or agents.
- ii. SBCBW shall defend, indemnify, and hold SLOBH, its officers, officials, employees, volunteers, or agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this MOU but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of SBCBW, its officers, officials, employees, volunteers or agents.

#### **B. No Agency.**

- i. Except as otherwise specified herein, for the purposes of this section, SLOBH shall not be deemed to be SBCBW's agent and SBCBW shall not be deemed to be SLOBH's agent.

## MEMORANDUM OF UNDERSTANDING

### C. Notification.

- i. Each Participating Party shall give the other prompt notification when it first learns of an incident or occurrence covered, or likely to be covered, under the terms of this indemnity provision, as well as prompt notification if a claim is made or suit is brought against a party based on an incident or occurrence covered, or likely to be covered, by the terms hereof.

### D. Continuing Obligation.

- i. To the extent that SLOBH has agreed to indemnify, defend and hold harmless SBCBW, its officers, agents and employees under this MOU, said obligations shall continue to exist during the term of this MOU and subsequent to this MOU for those acts or omissions giving rise to liability which occurred during this MOU.
- ii. To the extent that SBCBW has agreed to indemnify, defend and hold harmless SLOBH, its officers, agents and employees under this MOU, said obligations shall continue to exist during the term of this MOU and subsequent to this MOU for those acts or omissions giving rise to liability which occurred during this MOU.

### E. Insurance.

- i. Each Participating Party is responsible for carrying its own insurance and shall determine for itself what kinds of insurance to carry and in what amounts. Participating Parties agree that any insurance protection obtained will in no way limit Participating Parties' respective responsibilities to indemnify and hold harmless pursuant to this MOU.

**10. AMENDMENTS** This MOU may be modified at any time upon mutual written consent of the Participating Parties.

### **11. DURATION OF MOU**

- A. **Term.** This MOU shall be for a term of 5 years from the date of execution by the Participating Parties, unless the MOU is renewed or terminated as set forth in this Section.
- B. **Renewal.** By written agreement of the Participating Parties, this MOU may be extended for an additional 5-year term so long as six months prior to the expiration of this MOU, the Participating Parties meet to review and evaluate the MOU.

## MEMORANDUM OF UNDERSTANDING

C. **Termination**. Any Participating Party may terminate this MOU upon 30 days written notice. A termination shall not affect the obligation of any Participating Party to reimburse the other for the costs and expenses of rendering Aid and Assistance incurred pursuant to this MOU and prior to any effective termination date thereof.

12. **HEADINGS** The headings contained in this MOU have been inserted for convenient reference only and shall not be construed as modifying, amending, or affecting in any way the express terms and provisions of this MOU.

13. **EFFECTIVE DATE** This MOU will take effect upon its execution by all of the Participating Parties.

**MEMORANDUM OF UNDERSTANDING**

By signing below, the Participating Parties acknowledge that they have read and agree to the terms of this MOU.

**IN WITNESS WHEREOF, the Parties hereto, have caused their duly authorized representatives to execute this Agreement.**

COUNTY OF SAN LUIS OBISPO  
A Public Entity in the State of California

COUNTY OF SANTA BARBARA  
A Public Entity in the State of California

\_\_\_\_\_  
ANNE ROBIN, LMFT  
BEHAVIORAL HEALTH ADMINISTRATOR  
County of San Luis Obispo Behavioral Health

\_\_\_\_\_  
ALICE GLEGHORN, PH.D.  
BEHAVIORAL WELLNESS DIRECTOR  
Santa Barbara County Department of Behavioral Wellness

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Approved as to form:**

**Approved as to form:**

RITA L. NEAL  
COUNTY COUNSEL  
COUNTY OF SAN LUIS OBISPO

MICHAEL C. GHIZZONI  
COUNTY COUNSEL  
SANTA BARBARA COUNTY

By: \_\_\_\_\_  
Deputy County Counsel

By: \_\_\_\_\_  
Deputy County Counsel

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Approved as to insurance form:**

RAY AROMATORIO  
RISK MANAGEMENT  
SANTA BARBARA COUNTY

By: \_\_\_\_\_  
Risk Manager

Date: \_\_\_\_\_