

¹11 A. Resource Management & Sharing

The ability to successfully handle any incident hinges on having the right resources at the right time in the right place. To facilitate this the Northern Utah Healthcare Coalition has developed the following guidance for members.

DEFINITIONS

- A. Authorized Official – An employee or officer of an organization that is authorized to:
 - 1. Request assistance;
 - 2. Offer assistance;
 - 3. Decline to offer assistance; and/or
 - 4. Withdraw assistance.

- B. Incident – A natural or human-caused event or circumstance causing, or imminently threatening to cause, loss of life, injury to person or property, human suffering, significant financial loss, or damage to environment. For example, Incidents may include fire, explosion, flood, severe weather, drought, power outage, loss of water, earthquake, volcanic activity, spills or releases of hazardous material, contamination, disease, acts of terrorism or any other event that could reasonably be beyond the capability of the services, personnel, equipment, and facilities to fully manage and mitigate by themselves.

- C. Party – Any organization needing or offering assistance. The Parties are further classified as follows:
 - 1. Requesting Party – An organization that requests aid or assistance.
 - 2. Responding Party – An organization that responds to a request for aid or assistance.

- D. Period of Assistance – The period of time when a Responding Party assists a Requesting Party in response to a Request for Assistance. The Period of Assistance commences when personnel, equipment, or supplies depart from Responding Party's facility and ends when all of the resources return to the Responding Party's facility (i.e., portal to portal).

- E. National Incident Management System (NIMS): The national, standardized system for incident management and response that sets uniform processes and procedures for emergency response operations.

- F. Resource: Personnel, Equipment, Materials, and Supplies that may be shared by a Responding Party.

¹ Ratified 11/6/14

LEVELS OF RESPONSE

NORTHERN UTAH HEALTHCARE LEVELS OF RESPONSE	
LEVEL 3	Incident disrupting day-to-day operations for a facility. Requests for assistance made between requesting and responding parties. Requests can be to individual organizations or to the coalition as a whole.
LEVEL 2	Incident involving multiple facilities within the same county or neighboring counties. Requests for assistance made between requesting and responding parties with notification to the City/County emergency manager(s). Requests can be made to an individual organization or to the coalition as a whole.
LEVEL 1	Large incidents involving multiple facilities. City/County Emergency Operation's Center activated. Requests for assistance made through EOC.

RESOURCE LISTS

Each September coalition members will provide an updated list of regional Healthcare Preparedness Program (HPP) grant purchased resources to the Northern Utah Healthcare Coalition Coordinator for dissemination to coalition members. Dissemination may be through hard copy, email, Google Drive, and/or other designated methods.

REQUESTS FOR ASSISTANCE

- A. Authorized Official. Each organization should identify an Authorized Official and at least one alternate Authorized Official.
- B. Request for Resources. In the event of an Incident, an organization's Authorized Official may request assistance ("Request for Assistance"). Requests for assistance may be made orally or in writing, provided that when a Request for Assistance is made orally, the Requesting organization will, as soon as practicable, identify and transmit in writing the personnel, equipment and supplies requested. Requesting Party will direct Requests for Assistance to Authorized Officials. The Northern Utah Healthcare Coalition provides an Excel spreadsheet for Requests for Assistance. Electronic signatures will be considered legal and valid so long as they are replicas of actual Authorized Official's signature. This document can be downloaded from the NUHC website: www.nuhc.org.

- C. Existing MOU/MOA's. Organizations which are already part of an existing memorandum of understanding or agreement (MOU/MOA) may use whatever process that MOU/MOA indicates. Organizations are encouraged to identify partner organizations with which they contemplate partnering during an Incident and develop individual MOU/MOA's apart from this process.
- D. Response to a Request for Assistance. Organizations are not obligated to respond to a Request for Assistance. After an organization receives a Request for Assistance, the receiving organization's Authorized Official should evaluate whether to respond to the Request for Assistance, whether resources are available to respond, or if other circumstances would hinder response. Following the evaluation, the Authorized Official will inform, as soon as possible, the Requesting Party whether the organization will respond to the Request for Assistance. If the organization is willing and able to provide assistance, the organization will inform the Requesting Party of the type of available resources and the approximate arrival time of such assistance or when/where they can be picked up.

RESPONDING PARTY PERSONNEL

- A. National Incident Management System. When providing assistance under this process, the Requesting Party and Responding Party are encouraged to be organized and function under NIMS.
- B. Coordination and Records. Employees of the Responding Party will remain under the direction and control of the Responding Party to the fullest extent possible. The Responding Party is an independent contractor at all times. The Requesting Party's Authorized Official will coordinate response activities with the designated supervisor(s) of the Responding Party(s). The Responding Party's designated supervisor(s) will keep accurate records of work performed by personnel during the Period of Assistance and for the equipment and supplies provided during work.
- C. Food and Shelter. Whenever practical, Responding Party personnel should be self sufficient for up to seventy-two (72) hours. Whenever practical, the Requesting Party will supply adequate food and shelter for Responding Party personnel. If the Requesting Party is unable to provide food and shelter for Responding Party personnel, the Responding Party's designated supervisor is authorized to secure the food and shelter necessary to meet the needs of its personnel.
- D. Communication. The Requesting Party will provide Responding Party personnel with communications equipment as available, radio frequency information to program existing radios if appropriate, or telephone contact numbers, in order to facilitate communications with local responders and utility personnel. Each Requesting Party will provide contact information for an individual with whom Responding Party's personnel may coordinate while en-route for access, staging instructions and other logistical

requirements.

- E. Status. Unless otherwise provided by law, the Responding Party's employees will have the same powers, duties, rights, privileges, and immunities as if they were performing their duties in the jurisdiction in which they are normally employed.
- F. Licenses and Permits – To the extent permitted by law, Responding Party personnel that hold licenses, certificates, or permits evidencing professional, mechanical, or other skills will be allowed to carry out activities and tasks relevant and related to their respective credentials during a Period of Assistance.

RIGHT TO WITHDRAW RESOURCES

A. Right to Withdraw. A Responding Party may withdraw some or all of its private resources at any time for any reason, as determined in the Responding Party's sole and absolute discretion. The Responding Party will communicate written or oral notice of intention to withdraw all or some of a Responding Party's private resources to the Requesting Party's Authorized Official as soon as practicable under the circumstances. To the greatest extent possible, but without limiting in any way a Responding Party's sole and absolute discretion, a Responding Party's determination to withdraw some or all of its private resources provided to a Requesting Party should consider the status of the incident and incident stability, to minimize any adverse impacts from the withdrawal of private resources by a Responding Party.

B. No Liability for Withdrawal. No organization will be liable to any other organization for first responding to a Request for Assistance by providing private resources (such as personnel, materials, and equipment) and later withdrawing or refusing to continue to provide some or all of those private resources.

COST- REIMBURSEMENT

It is suggested that the Requesting Party reimburse the Responding Party for all costs incurred by the Responding Party during a Period of Assistance, **unless otherwise agreed in writing** by both Parties.

- A. Personnel – It is suggested that the Requesting Party reimburse the Responding Party for personnel costs incurred for work performed during a Period of Assistance. Responding Party personnel costs will be calculated according to the terms provided in their employment contracts, hourly rate schedules or other conditions of employment. The Responding Party's designated supervisor(s) should keep accurate records of work performed by personnel during a Period of Assistance. It is suggested that the Requesting Party include in its reimbursement of the Responding Party all personnel costs, including salaries or hourly wages, costs for fringe benefits, and indirect costs.

Unless otherwise agreed in writing, the Requesting Party will reimburse the Responding Party for all reasonable and necessary costs associated with providing food and shelter for the Responding Party's personnel, if the Requesting Party does not provide the food and shelter. The Requesting Party is not required to reimburse the Responding Party for food and shelter costs in excess of the responding party's then existing per diem rates policy unless the Responding Party demonstrates in writing that the excess costs were reasonable and necessary under the circumstances.

- B. Equipment – It is suggested that the Requesting Party reimburse the Responding Party for the use of equipment during a Period of Assistance, including, but not limited to, reasonable rental rates, all fuel, lubrication, maintenance, transportation, and loading/unloading of loaned equipment. The Requesting Party will return all equipment to the Responding Party in good working order as soon as is practicable and reasonable under the circumstances. If equipment cannot be returned in good working order, then Requesting Party will either provide in-kind replacement equipment to Responding Party at no cost to Responding Party or pay to Responding Party the actual replacement cost of the equipment. Reimbursement rates for equipment use will be no less than the Federal Emergency Management Agency's (FEMA) Schedule of Equipment Rates. If a Responding Party uses rates different from those in the FEMA Schedule of Equipment Rates, the Responding Party will provide such rates orally or in writing to the Requesting Party prior to supplying the equipment. If reimbursement rates are to be different than those in the FEMA Schedule of Equipment rates, it is suggested the Responding Party and Requesting Party agree in writing on which rates will be used prior to dispatch of the equipment to the Requesting Party. It is suggested that the Requesting Party reimburse for equipment not referenced on the FEMA Schedule of Equipment Rates based on actual recovery of costs. If a Responding Party is required to lease equipment while its equipment is being repaired because of damage due to use during a Period of Assistance, it is suggested that the Requesting Party reimburse Responding Party for such rental costs.
- C. Materials and Supplies – It is suggested that the Requesting Party reimburse the Responding Party in kind or at actual replacement cost, plus handling charges, for use of expendable or non-returnable supplies by the Responding Party during a Period of Assistance. The Responding Party will not charge direct fees or rental charges to the Requesting Party for other supplies and reusable items that are returned to the Responding Party in a clean, damage-free condition. Reusable supplies that are returned to the Responding Party with damage will be treated as expendable supplies for purposes of cost reimbursement.
- D. Payment Period – In order to be reimbursed, the Responding Party will provide an itemized bill to the Requesting Party no later than ninety (90) days following the end of the Period of Assistance for all expenses incurred by the Responding Party while providing assistance to a Requesting Party under this Agreement. The Responding Party may request additional time to submit the itemized bill, and Requesting Party will not

unreasonably withhold consent to such a request. The Requesting Party will pay the itemized bill in full on or before the forty-fifth (45th) day following the billing date. The Requesting Party may request additional time to pay the itemized bill, and Responding Party will not unreasonably withhold consent to such a request, but in no event should payment in full occur later than one year after the date a final itemized bill is submitted to the Requesting Party. If a Responding Party disputes a portion of an itemized bill, the Requesting Party should promptly pay those portions of the bill not under dispute, pending the resolution of the payment of the disputed portion of the bill.

- E. Records - Where a Responding Party provides assistance to a Requesting Party under a Request for Assistance, both Parties will provide the other Party access to the books, documents, notes, reports, papers and other records relevant to the Request for Assistance for the purposes of reviewing the accuracy of a cost bill or making or undergoing a financial, maintenance or regulatory audit. Both Parties should maintain these records for at least three (3) years or longer where required by law.

HEALTHCARE PREPAREDNESS PROGRAM (HPP) PURCHASED RESOURCES

Resources purchased with grant money from the Office of the Assistant Secretary for Preparedness and Response (ASPR) through the Healthcare Preparedness Program (HPP) are handled as following:

- A. Individual organizations that purchase resources with HPP grant funding through individual grants are not obligated to share those resources any differently than their privately purchased resources.
- B. Resources purchased by the Bear River Health Department (BRHD) through HPP grant funding for the Northern Utah Healthcare Coalition (NUHC) for a regional cache will be made available to Requesting Parties based on availability and prioritization.

During a level 3 or 2 response the NUHC authorizes the resource housing organization to represent NUHC as the Responding Party. Under these circumstances the NUHC, via the Responding Party, will share the resource based on availability and first request. In the event two organizations request the same resource at the same time the NUHC coordinator, or his/her backup, is authorized to determine best use of the resource.

During a level 1 response the primary EOC, in coordination with other EOC's as needed, is authorized to use the NUHC regional cache resources based on incident priorities. However, if the resource is available and the EOC does not consider the resource to fall into the incident priorities the housing organization will handle the resource as outlined for a level 3 or 2 response.