



Rural Readiness: Preparing, Maintaining and Utilizing MOU's (and More!)



Valerie Lakey
Mayers Memorial Hospital District



Dr. Seuss



Sometimes the
questions are
complicated and the
answers are **simple**.

-Dr. Seuss

The W's

The more that you read,
the more things you will know.
The more that you learn,
the more places you'll go.
-- Dr. Seuss



Let's get through the W's....



Who is Valerie?

Valerie “Suess” Lakey

- Director of Public Relations and Legislation at Mayers Memorial Hospital District
- Public Information Officer
- Emergency Preparedness Coordinator
- 25+ years of communications experience
- Work closely with all facility departments, local schools, media, and local law enforcement agencies
- Plan and facilitate hospital-wide trainings, and coordinate educational materials for staff
- Hands on with local emergencies/disasters
- Specialized training in healthcare marketing, emergency management, special districts, and public relations



What Are We Going to Discuss?

- **Resource limitations** and needs in rural areas
- Types of **community collaboration and MOU's** that would benefit rural hospitals and fill the resource gaps
- Importance of establishing contacts in **preparation** instead of **response**
- **Preparation, maintenance and use** of MOU's in an emergency/disaster situation
- Benefits of a **community collaboration** and a resource contact list



When...

When should we implement?

When an emergency situation arises it is not the time to be scrambling to find the lacking resources. Ideally, resources needs have been identified and MOU's are put in place, ready to access if needed.

You Live **Where?**

- **RURALS** have **REAL PROBLEMS**
- **RURALS** have **REAL EMERGENCIES**
- **RURALS** lack **RESOURCES**
- **RURALS** need collaborative **HELP**
- **RURALS** need to **PLAN**
- **RURALS** are **REAL**



Mayers Memorial Hospital District



- **RURAL**
- **FRONTIER**
- **CRITICAL ACCESS**





Why is it Important?

- Rural communities face many challenges and resource limitations.
- Rural hospitals are a hub of the community and can lead the way in emergency preparedness.
- Collaboration is essential in preparedness.
- Establishing relationships, contacts and MOU's with businesses, schools and community organizations is a key to being prepared in an emergency.



RURALS ... Challenges

- Geographical Remoteness
- Transportation/ Road Access/Closures
- Seasonal Surge/Lack of Surge Capacity
- Limited Public Health Infrastructure
- Shortage of Providers/Staff
- Communication
- Funding
- Access to Services and Supplies
- Volunteer Responder Base

*Only YOU can
control YOUR future.
- Dr. Seuss*

**HOW DO WE TAKE
CONTROL AND
MANAGE OUR
CHALLENGES?**



REAL RURALS ...

Resource Limitations

“In terms of things that we would have a hard time getting or would need in a disaster, we feel staff, medical supplies, access to utilities (water, sewer, fuel, electricity) would all pose significant risk to our operation. If we had to shelter in place a long enough time food and water would/could also become an issue. If we ever had to set up an alternate care site, we feel that we could potentially be lacking some of the infrastructure items that would be needed to operate that in a good manner, to include cots/beds, generators, food services, waste disposal, bathrooms, etc.”

“We are over 30 miles from the nearest hospital or even physician’s office. We don’t have the option of sharing material or human resources. It takes about 40 minutes to get a ground ambulance to our facility and a good 20 minutes for the air ambulance.”

“We are 75 miles from the nearest hospital. Weather and mountain roads can restrict our access to resources. Staffing is limited on a “normal” day.”



Identified Needs

WHAT...

- Staff
- Supplies
- Utilities
- Food, Water, etc.
- Infrastructure needs



REAL RURALS

Community Collaboration

“We belong to a healthcare coalition that consists of our county public health department and other healthcare providers in our county. We also belong to a disaster council that is coordinator by our county office of emergency services. Those two groups connect us to resources and also other significant players in emergency preparedness and response. Outside of that we partner with law enforcement, emergency responders, etc. to conduct drills for our staff on occasion and also to provide training to our staff.”

“We collaborate with the school by having counseling and outreach in a classroom along with our emergency food bank at the school. We are far more to the community than health care. We own the fitness center in town and have an outreach & enrollment office too.”

“Besides HCC we are a part of the Health Alliance of Northern California, CA299 Health Collaborative and the California Primary Care Association.”

“We belong to the Intermountain Preparedness Group which is made up of local entities, organizations and healthcare facilities to address emergency preparedness needs in our community.”



COLLABORATION

- Common data base of resources
- Contacts established
- Communication lines open
- Awareness of local needs by entity
- Foundation for establishing MOU's



DON'T Reinvent the Wheel ...

Collaborate & Share

Share resources, training ... learn from one another



Jeremy Wills <J.Wills@modocmedicalcenter.org>
policy

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37 KB

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MCI TRAINING
JUNE 25, 2018

When:
Monday
June 25, 2018

Time:
1300 – 1500

Location:
MMHD Boardroom

Elgin Health
Elgin Medical Center
1100 Elgin Rd. Elgin, IL 60120
815-398-1100



INTERMOUNTAIN PREPAREDNESS GROUP
Attaining Measured Preparedness and Bringing Disaster Relief Closer

April 26, 2018
Tabletop Drill

INTERMOUNTAIN PREPAREDNESS GROUP
Attaining Measured Preparedness and Bringing Disaster Relief Closer

SAVE THE DATE

Thursday, April 26
9:00 am – 1:00 pm
Burney Fire Protection District

TABLETOP DRILL
Please plan on attending and having 2-4 representatives from your facility.

Questions? Contact
Monie Keady, MFD
Yvonne Lahey, MMHD
Jean Ludwigson, MVIK

CONTACTS

Know Who You Need to Know Before You Need to Know Them



- PIO to PIO
- Admin to Admin
- Logistics to Logistics
- Finance to Finance

Other Resource Contacts:

- Local Business
- School Districts
- Emergency Services
- Service Organizations
- Chambers, local clubs



MOU's

MAKE THEM WORK!

Pledge of Support

Go From...

Meaningless

Obsolete

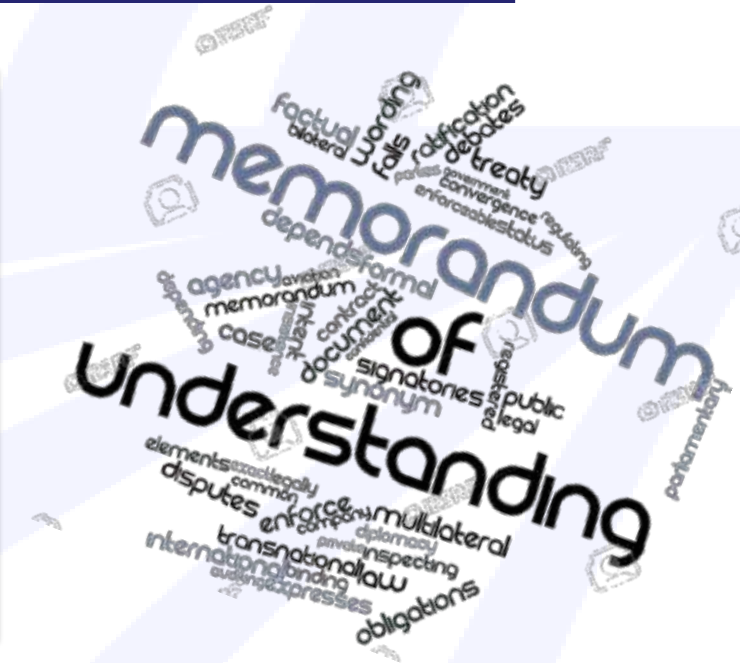
Underused

To...

Meaningful

Opportunities

Utilized



A memorandum of understanding (MoU) is a type of agreement between two (bilateral) or more (multilateral) parties. It expresses a convergence of will between the parties, indicating an intended common line of action. It is often used in cases where parties either do not imply a legal commitment or in situations where the parties cannot create a legally enforceable agreement. It is a more formal alternative to a gentlemen's agreement.

AGREEMENTS with WHO and for WHAT?



For emergency preparedness, a MOU is used to establish a mutual understanding of how and to what extent organizations will respond to and support each other during an emergency or disaster incident. Developing MOU's is an essential element of a strong and effective emergency plan.

ESTABLISH PRE-EVENT!!

WHO:

Transfer Facilities

Government Agencies

Temporary Staffing

Private Business

Clinics (supplies, etc.)

Non-Government (Red Cross, Salvation Army, etc.)

Vendors

Response Agencies

WHAT: (Pre-arranged contracts with Vendors)

Water

Medical Supplies

Communications

Building Rentals

Staffing

Fuel

Equipment (Generators, fans, etc.)



WHY use MOU's

YOU NEED THE ASSISTANCE!!! YOU NEED TO KNOW WHAT WILL BE AVAILABLE TO YOU WHEN YOU NEED IT...

To assist with:

- Emergency Treatment of Patients
- Resources
- Staffing
- Administration
- Communication



How MOU's Benefit Rurals

Pre-Arranged MOU's with Vendors, etc.

To assist with: (yes ... I'll say it again!)

- Emergency Treatment of Patients
- Resources
- Staffing
- Administration
- Communication



PREPARE & ORGANIZE



- Identify needs – what resource is needed?
- Who is participating in the MOU?
- Why is the MOU necessary?
- What is the agreement you want to achieve with the MOU?



COMPONENTS OF MOU's

- Purpose
- Scope
- Definitions
- Policy
- User procedure requirements
- Maintenance
- Oversight
- Compliance responsibility
- Updates

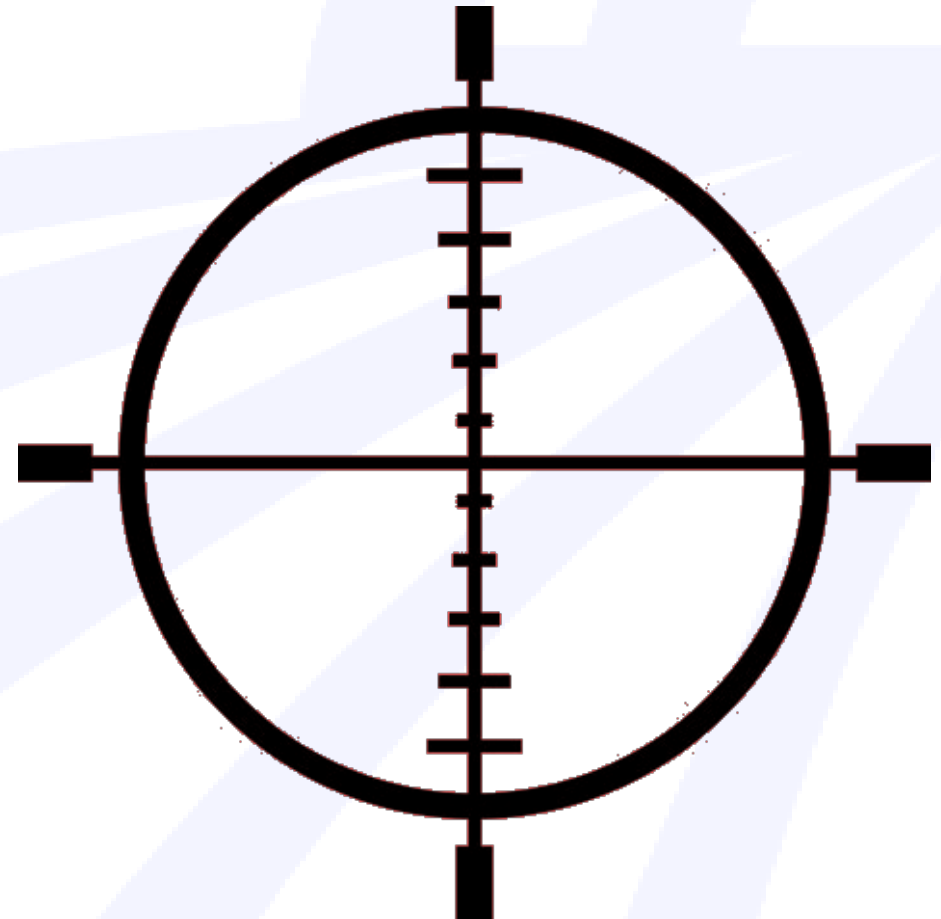




PURPOSE & SCOPE

- When will it be used?
- How will it be used?
- Who will it be used by?

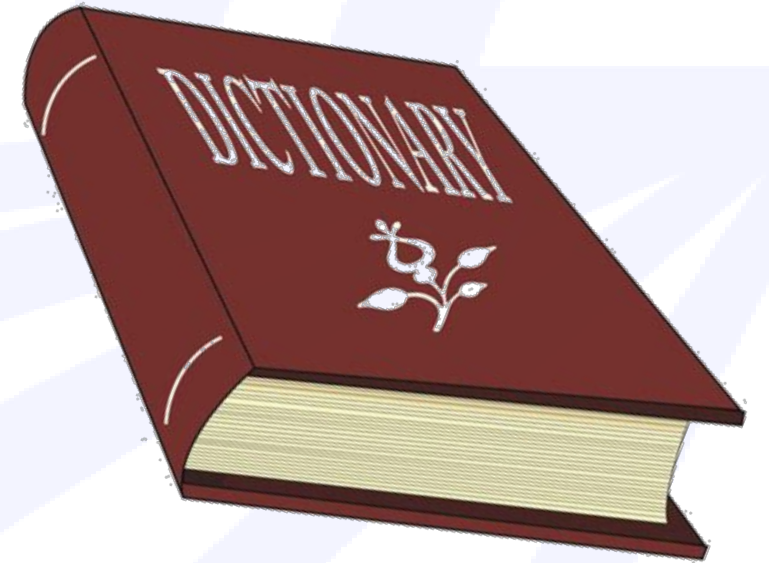
It is important that there is a clear understanding of the type of agreement that is being entered into to ensure the appropriate procedures are followed.





DEFINITIONS & POLICY

- Terms associated with the process
 - Operational, technical
 - Avoid Confusion
- Community Specific Terms or Acronyms
 - Example: IPG
- Define when various resources come into play.
- Define who has the authority to authorize resources.
- Operating policies associated with resource?





USER REQUIREMENTS

- Obligations of the agreement
- Training requirements
- Financial obligations



MAINTENANCE, OVERSIGHT, COMPLIANCE

- Who is responsible for maintaining the agreement?
- How often to review?
- What are the standard operating procedures?
- Who is responsible for training?



UPDATES

- Who can modify the MOU? Define
- How to modify and update MOU. Define
- Do updates need signatures?
- How often should the MOU be updated?



REAL RURALS

SAMPLE MOU's

“We have MOU’s with both Mercy/Dignity and SRMC along with Shasta Community Health but in a true disaster we will need to stand on our own. We have MOU’s with the local retailers to fill material gaps.”

“We have MOU’s for fuel, medical supplies, electricity, plumbing, electricians, waste disposal, and other basic utilities and services that may be needed in an emergency situation. We also belong to a healthcare coalition and County Disaster Council and rely on the County Office of Emergency Services and our Public Health Department for many resources and additional staffing in the event we need additional staff.”



Making MOU's Work for Rurals

“We may have to sacrifice being prioritized as highest priority for some lesser level of prioritization to get an MOU in place. It is better to have an MOU in place than to not have one. Lean on the other agencies in your area that can help in an emergency situation and try to get MOUs in place with those that have access to other resources to expand your ability to access resources in an emergency. I think in smaller communities it makes more sense to try to leverage MOUs with organizations that already have those resources in place and MOUs in place if possible. Our County OES and public health department are those two key organizations for us. Get MOUs in place where you can, but if you can't cover all your needs try to find other organizations that can cover those needs and have MOUs in place that you can get an MOU in place with.”

“Remind your local retailers that you have these MOU's with them and work often with the organizations you have MOU's with. In other words keep you name in lights. The closer you are to another facility the more useful the MOU's are. As I mentioned earlier we're fairly sure we'll be on our own for some time.”



Templates

- Simple
- Complex

SIMPLE

Background
Purpose
Reporting

Funding
Duration
Contact Information

Sample Memorandum of Understanding Template

Memorandum of Understanding

Between

(Partner)

and

(Partner)

This Memorandum of Understanding (MOU) sets for the terms and understanding between the (partner) and the (partner) to (insert activity).

Background

(Why partnership important)

Purpose

This MOU will (purpose/goals of partnership)

The above goals will be accomplished by undertaking the following activities:

(List and describe the activities that are planned for the partnership and who will do what)

Reporting

(Record who will evaluate effectiveness and adherence to the agreement and when evaluation will happen)

Funding

(Specify that this MOU is not a commitment of funds)

Duration

This MOU is at-will and may be modified by mutual consent of authorized officials from (list partners). This MOU shall become effective upon signature by the authorized officials from the (list partners) and will remain in effect until modified or terminated by any one of the partners by mutual consent. In the absence of mutual agreement by the authorized officials from (list partners), this MOU shall end on (end date of partnership).

Contact Information

Partner name

Partner representative

Position

Address

Telephone

Fax

E-mail

Partner name

Partner representative

Position

Address

Telephone

Fax

E-mail

_____ Date:

(Partner signature)

(Partner name, organization, position)

_____ Date:

(Partner signature)

(Partner name, organization, position)

COMPLEX

Parties
Purpose
Responsibilities
Provisions

Applicable Law
Severability
Immunity
Third Party Rights

SAMPLE MOU

MEMORANDUM OF UNDERSTANDING BETWEEN [REQUESTING AGENCY] AND [AGENCY]

1. **Parties.** This Memorandum of Understanding (hereinafter referred to as "MOU") is made and entered into by and between the [agency name], whose address is _____, and the [agency name], whose address is _____.

2. **Purpose.** The purpose of this MOU is to establish the terms and conditions under which the SART (sexual assault response team) will meet and function. [Include a general description of the geographical boundaries of the territory covered by the MOU.]

3. **Term of MOU.** This MOU is effective upon the day and date last signed and executed by the duly authorized representatives of the parties to this MOU, and the governing bodies of the parties' respective counties or municipalities and shall remain in full force and effect for not longer than [time frame]. This MOU may be terminated, without cause, by either party upon [time frame] written notice, which notice shall be delivered by hand or by certified mail to the address listed above.

4. **Responsibilities of [agencies].** [Delineate all obligations of the first party listed above. Include the agency's responsibilities for costs and expenses related to the SART, including the cost of wages, salaries, benefits use of equipment belonging to other agencies while acting pursuant to this MOU.]

6. **Responsibilities of [other agencies].** [Delineate all obligations of the other agencies listed above. Identify the agency covered by this MOU, and include the agency's responsibilities for costs and expenses related to the SART, including the cost of wages, salaries, benefits and use of equipment belonging to an agency while acting pursuant to this MOU.]

7. General Provisions

A. **Amendments.** Either party may request changes to this MOU. Any changes, modifications, revisions or amendments to this MOU which are mutually agreed upon by and between the parties to this MOU shall be incorporated by written instrument, and effective when executed and signed by all parties to this MOU.

B. **Applicable Law.** The construction, interpretation and enforcement of this MOU shall be governed by the laws of the State of [insert State name]. The courts of the State of [insert State name] shall have jurisdiction over any action arising out of this MOU and over the parties, and the venue shall be the [insert the Judicial District and County], [insert State name].

D. **Entirety of Agreement.** This MOU, consisting of [insert number], pages, represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations and agreements, whether written or oral.

E. **Severability.** Should any portion of this MOU be judicially determined to be illegal or unenforceable, the remainder of the MOU shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.

F. **Sovereign Immunity.** The [requesting law enforcement agency] and the [assigning law enforcement agency] and their respective governing bodies do not waive their sovereign immunity by entering into this MOU, and each fully retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this MOU.

G. **Third Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of a third party beneficiary, and this MOU shall not be construed so as to create such status. The rights, duties and obligations contained in this MOU shall operate only between the parties to this MOU, and shall inure solely to the benefit of the parties to this MOU. The provisions of this MOU are intended only to assist the parties in determining and performing their obligations under this MOU. The parties to this MOU intend and expressly agree that only parties signatory to this MOU shall have any legal or equitable right to seek to enforce this MOU, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this MOU, or to bring an action for the breach of this MOU.

INTENTIONALLY LEFT BLANK

TO BOTTOM OF PAGE

8. **Signatures.** In witness whereof, the parties to this MOU through their duly authorized representatives have executed this MOU on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

The effective date of this MOU is the date of the signature last affixed to this page.

[AGENCY]

[Name and Title] Date

[Name and Title] Date

[AGENCY]

[Name and Title] Date

[Name and Title] Date



MORE

Here's the “And More ...”

MOU's will develop easier as a result of:

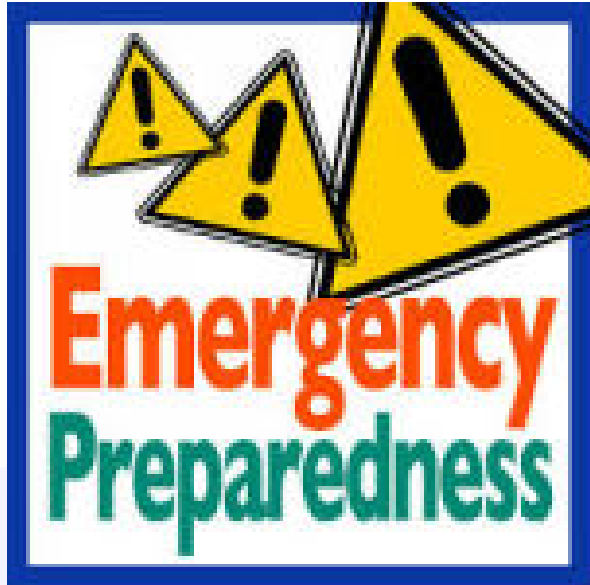
- Collaboration
- Communication
- Cooperation
- Coordination



Review

- Memorandum of Understandings are a PLEDGE of SUPPORT
- Should be established BEFORE you need them
- Government Agencies, Private Business, Non-Government, Response Agencies
- Communicate, Collaborate, Cooperate & Coordinate!

RESOURCES



USE Password:

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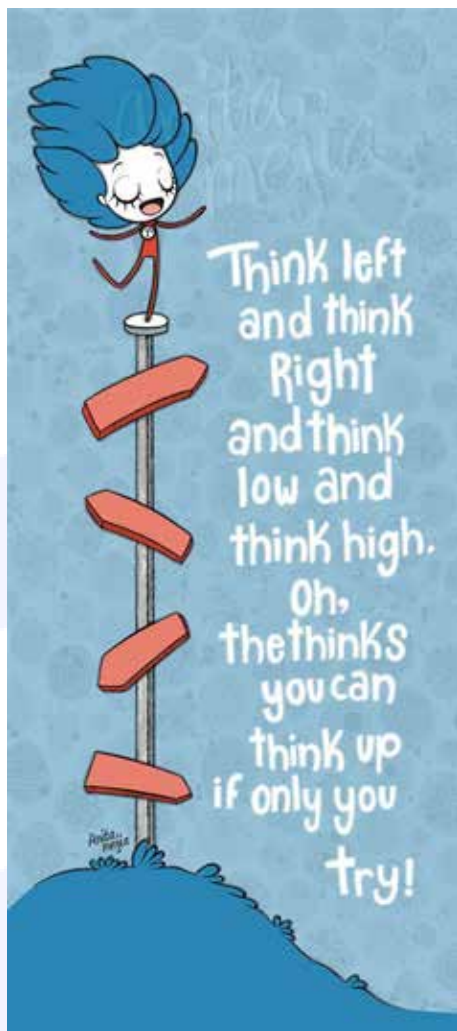
www.mayersmemorial.com

Emergency Preparedness Tab

“Disaster Planning for California Hospitals”

- *Copy of Presentation*
- *Writing Guide for MOU's*
- *MOU Template*

QUESTIONS?????






Contact Information

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**And will you succeed?
Yes! You will, indeed!
(98 and 3/4 percent guaranteed)**
 **Dr. Seuss**