

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE ALABAMA DEPARTMENT OF PUBLIC HEALTH  
AND**

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This Memorandum of Understanding (MOU) entered into by and between the **Alabama Department of Public Health**, hereinafter “**Department**,” and \_\_\_\_\_, hereinafter “**Contractor**,” is effective **July 1, 2022** and terminates **June 30, 2027**.

The purpose of this Memorandum of Understanding is to ensure and coordinate emergency medical service (EMS) coverage for Medical Needs Shelter (MNS) in Alabama EMS Region Three, Birmingham Regional EMS System (BREMSS). BREMSS includes the following counties: Blount, Chilton, Jefferson, Shelby, St. Clair, Walker, and Winston counties.

WHEREAS, the Department shall:

1. The Department has an obligation under Emergency Support Function (ESF) #8 to activate MNS, as needed, in the event of an emergency or disaster situation. Pre-identified teams will staff and operate MNS's activated by the Department. EMS professionals will be needed to support the team(s). The Office of Emergency Medical Services (OEMS), an office within the Department, is responsible to coordinate the deployment of EMS Providers during emergencies and disaster situations when local resources have been overwhelmed and mutual aid agreements have been exceeded. When it is determined that a MNS will be activated, OEMS will solicit availability of licensed EMS Providers for an advanced life support unit staffed with a paramedic to support MNS operations. Contact to providers may be via phone, email, or in Alabama Incident Management System (AIMS).
2. If AIMS is used to collect availability information, providers will be asked to enter information into the system.
3. OEMS will coordinate EMS Provider resources and deploy unit(s) to Department activated MNS's, unless local agreements for coverage are already in place and resources are available.
4. Provide information to EMS Provider on how long their services may be needed.
5. Provide, through agreements with other agencies, meals for the EMS Crew(s) assigned to the shelter.
6. Provide AIMS training opportunities for EMS Providers as needed.

WHEREAS, the Contractor shall:

1. The EMS Crew will remain on site unless an emergency transfer is needed. In that case, they will alter the Nurse in Charge to call OEMS to arrange coverage for the shelter if a local unit is not available to provide coverage.

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2. EMS Providers may be deployed by the Department under the authority of Title 31, Chapter 9 Code of Alabama 1975, and as such EMS Provider Responder personnel will be designated "an emergency management worker" and may be covered under liability protection of section 31-9-16. However, EMS Provider Responders are not to be considered employees of the Department.
3. Respond as soon as possible to the Department's request of availability. Provide a licensed EMS Crew (of two) consisting of at least one paramedic, supplies, and an Advanced Life Support (ALS) ambulance dedicated to the MNS 24 hours per day until relieved by another provider or until the MNS is demobilized.
4. Develop a workable rotation schedule and crew assignment to ensure coverage and allow for personnel to obtain rest.
5. Maintain required documentation for reimbursement following disaster and submit charges to appropriate authority, for reimbursement as indicated.
6. Will not self-deploy.
7. Maintain enough resources and personnel at base operations to provide services to local community.
8. Provide fuel and supplies for crew to be self-sufficient for up to 72 hours.
9. Deploy only those who are licensed and in good standing with the OEMS.
10. If crew is new to the area, work with OEMS to provide them medical control information before their initial shift at the MNS.
11. Perform duties of EMT Crew at shelter as per job tasks on Job Action Sheet. (See Attached-Exhibit A).
12. Report to and assist the Nurse in Charge as needed/requested.
13. Assist in the on-going assessment of the physical condition of the shelterees and advise the Nurse in Charge of an adverse change in the condition of a shelteree.
14. Assist in emergency situations, to level of licensure, following established statewide protocols.
15. Remain at the shelter throughout the assigned shift unless an emergency transport of a shelteree is required.
16. Contact local EMS Provider to perform non-emergency transfers.
17. Provide report of pertinent information to oncoming crew.
18. If working outside of usual catchment area, contact Medical Control prior to working initial shift in the MNS.

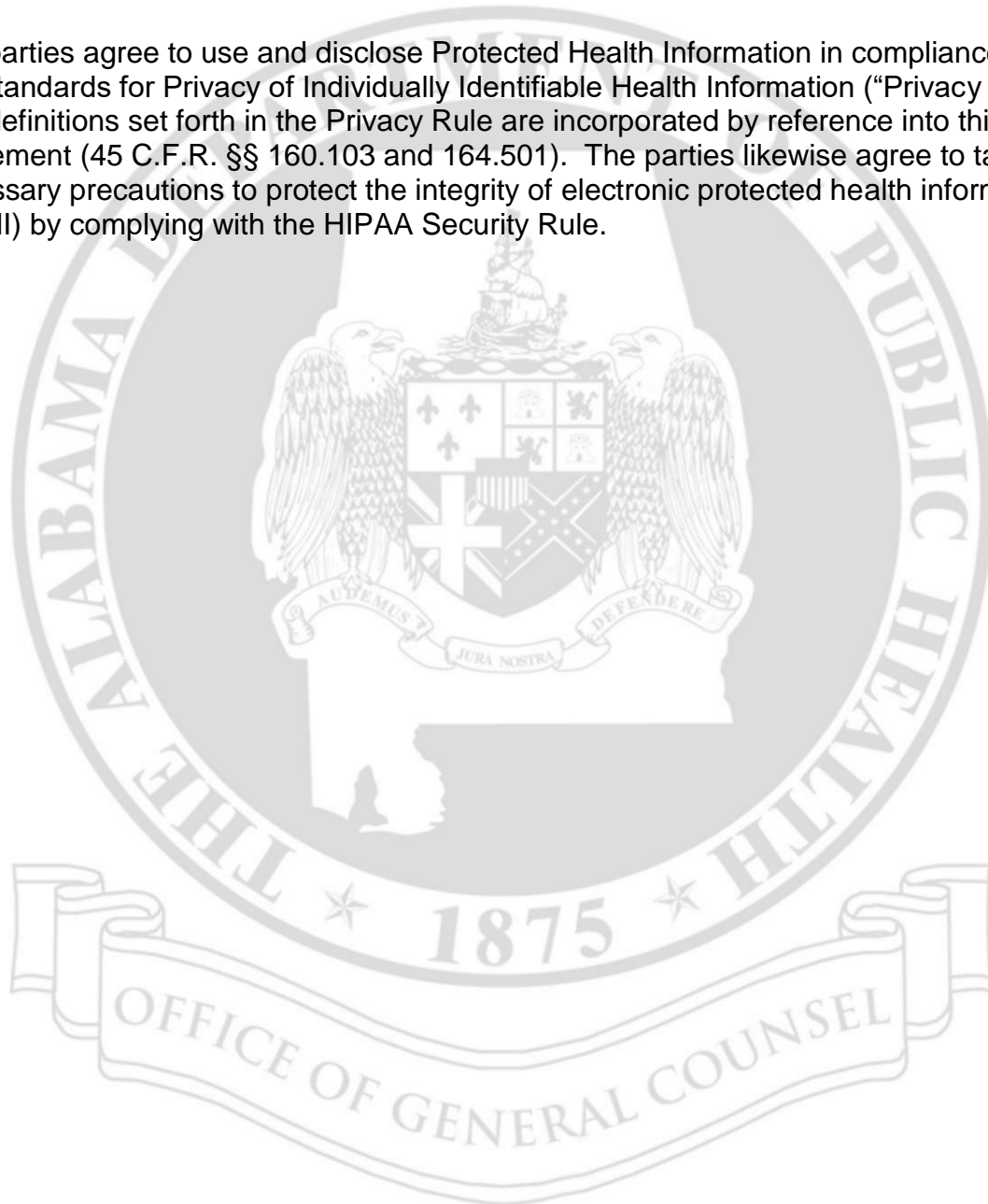
This Memorandum of Understanding may be canceled at any time by either party providing a thirty (30) day written notice to the other party.

Contractor hereby indemnifies and holds harmless the State of Alabama and the Department and their officers, agents, servants and employees from any and all claims arising out of acts or omissions committed by Contractor or any Subcontractor, agent, or servant or employee of Contractor while in performance hereunder.

The rights, duties, and obligations arising under the terms of this Memorandum of Understanding shall not be assigned by any of the parties hereto without the written consent of all other parties.

HIPAA CLAUSE. This clause is necessitated by the application of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as amended by the American Recovery and Reinvestment Act of 2009 (Pub. L. No. 111-5) (the "HITECH Act"), any associated regulations and the federal regulations published at 45 CFR parts 160 and 164 (sometimes collectively referred to as "HIPAA"). References to this clause are to the Code of Federal Regulations, hereinafter "CFR."

The parties agree to use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information ("Privacy Rule"). The definitions set forth in the Privacy Rule are incorporated by reference into this Agreement (45 C.F.R. §§ 160.103 and 164.501). The parties likewise agree to take all necessary precautions to protect the integrity of electronic protected health information (e-PHI) by complying with the HIPAA Security Rule.



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Contractor: \_\_\_\_\_ Alabama Department of Public Health  
\_\_\_\_\_ *This MOU has been reviewed as to content.*

Signed: \_\_\_\_\_ Signed: \_\_\_\_\_  
Jamie Gray, Director  
Office of Emergency Medical Services

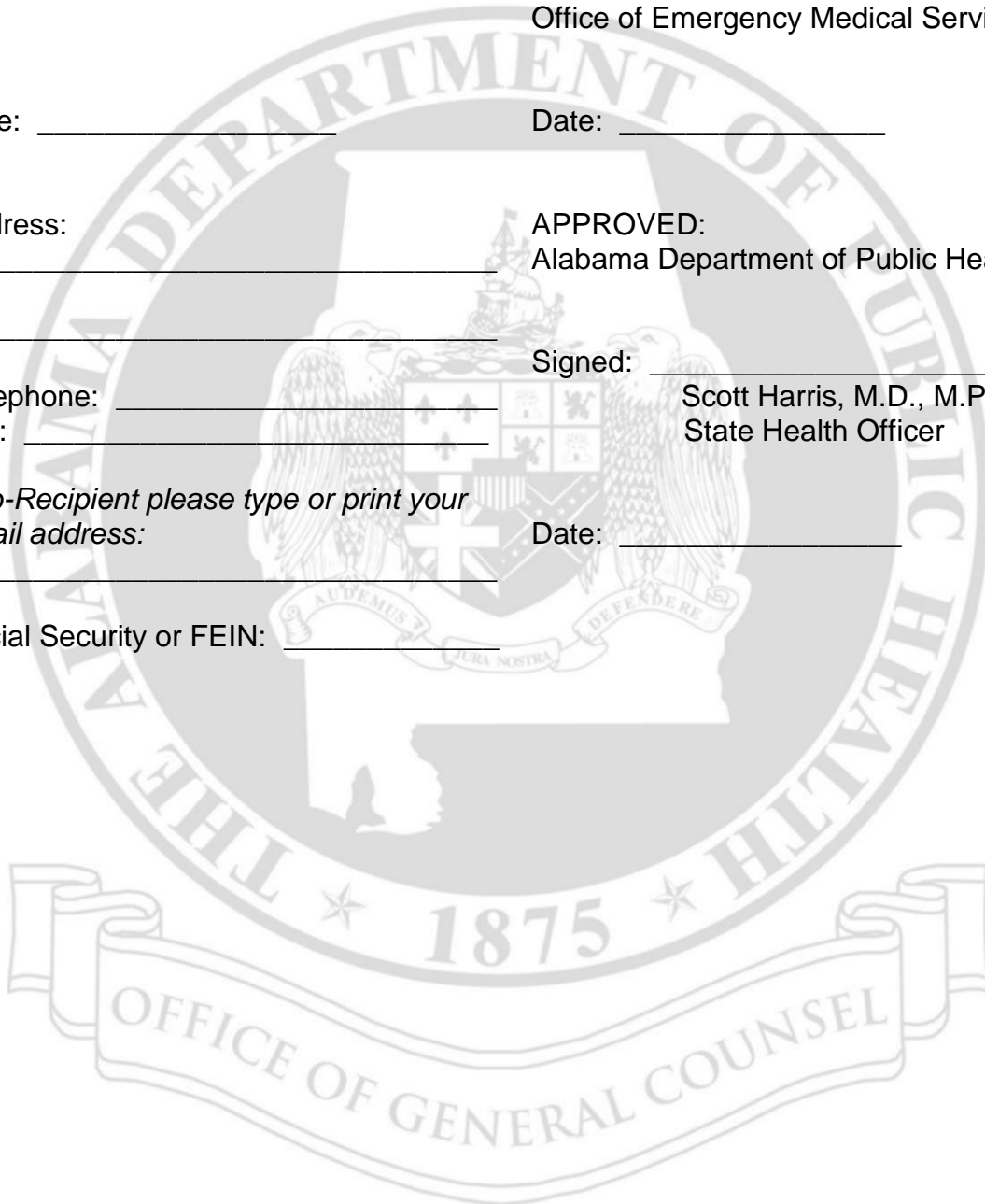
Date: \_\_\_\_\_ Date: \_\_\_\_\_

Address: \_\_\_\_\_ APPROVED: \_\_\_\_\_  
\_\_\_\_\_ Alabama Department of Public Health  
\_\_\_\_\_

Telephone: \_\_\_\_\_ Signed: \_\_\_\_\_  
Fax: \_\_\_\_\_ Scott Harris, M.D., M.P.H.  
State Health Officer

*Sub-Recipient please type or print your email address:* \_\_\_\_\_  
\_\_\_\_\_ Date: \_\_\_\_\_

Social Security or FEIN: \_\_\_\_\_



### Appendix A Job Action Sheet

<b>Job Action Sheet for EMT in Medical Need Shelter</b>
If new to area, contact local Medical Director before working initial shift.
Become familiar with route to hospital in case of need for patient transport.
Assist Nurse in Charge as needed.
Assist in triage assessments for individuals presenting at the medical needs shelter if requested
Assist in the on-going assessment of the physical condition of the shelterees as requested and advise the Nurse in Charge of any adverse change in the condition of a shelteree
Maintain universal precautions and infection control measures
Assist in emergency situations, to level of licensure, following established OEMS protocols
Complete all required documentation
Assist with or conduct emergency transport of shelteree to appropriate medical facility for changes in condition
Provide report of pertinent information to your replacement at shift change
Maintain reimbursement documentation - supplies, hours of work, etc.
If transport of patient is required, inform Nurse in Charge. If EMS provider is local, request another unit be sent to shelter. If the EMS provider is not local, have Nurse in Charge contact OEMS to request back up if transfer will lead to an extended time that EMS is not on site at the shelter.

