

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

This Memorandum of Understanding (MOU) entered into by and between the **Alabama Department of Public Health**, hereinafter “**Department**,” and _____, hereinafter “**Contractor**,” is effective **April 1, 2022** and terminates **March 31, 2027**.

The purpose of this Memorandum of Understanding is to encourage coordination of emergency medical service (EMS) resources for a mass casualty incident or large-scale evacuation in Alabama where EMS resources are overwhelmed in Alabama EMS Region Two, East Alabama EMS, Inc. (EAEMS). EAEMS includes the following counties: Calhoun, Chambers, Cherokee, Clay, Cleburne, Coosa, Etowah, Randolph, Talladega, and Tallapoosa counties.

WHEREAS, the Department shall:

1. Notify Contractors of need of services in an emergency or disaster situation through the Office of Emergency Medical Services (OEMS).
2. Collect data from Contractors and coordinate deployment of available resources and personnel to areas of need as requested.
3. Provide data to Contractors such as assignment numbers, contact information, reimbursement information, etc. as needed.
4. Verify the status of licensure for each Contractor deployed. Only those in good standing with the OEMS will be approved for deployment.

WHEREAS, the Contractor shall:

1. Respond to any OEMS notification of EMS need(s) with resource availability as soon as possible, even if no resources are available.
2. Provide the OEMS with an updated list of resources and personnel available to respond as availability changes.
3. Will not self-deploy.
4. If responding to an incident because of previously developed mutual aid or contractual agreement, notify OEMS of your status.
5. Once deployed, proceed to identified area and report to the designated person/agency.
6. Work under local incident command.
7. Return any unused expendable resources to the issuing agency.
8. Maintain required documentation.
9. Maintain enough resources and personnel at your base of operations to provide services to local community.

10. Provide adequate supplies (food, water, fuel) for deployed personnel for up to 72 hours.
11. Deploy only those who are licensed and in good standing with OEMS.

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.



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

Signed: _____ Signed: _____
Jaime 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: _____

