

MEMORANDUM OF UNDERSTANDING
Between
XX County
and
XX County

This agreement, made this _____ day of _____, 2006, by and between the listed participants, all political subdivisions of XX County, or organizations with a base of operation within XX County, authorized by their duly elected and incumbent executive boards, board of directors, commanding officer or other duly authorized individual, herein referred to as the "Listed Participants."

WITNESSETH

WHEREAS, pursuant to Section 7504 of the Emergency Management Services Code (35 Pa. C.S. Section 7101 et seq.) county and local coordinators of emergency management may develop mutual aid agreements with other political subdivisions and local agencies for reciprocal emergency assistance, which mutual aid agreements shall be ratified by the government bodies of the involved political subdivisions or duly authorized individuals of the involved local agencies.

This Memorandum of Understanding (MOU) between (XX County), and (XX County), is for the purpose of establishing an agreement of aid for behavioral health disaster responses. Each of the undersigned agrees to and understands the procedures that will be in effect and adhered to. It is also understood that this MOU summarizes the requirements for approval purposes and supplements (XX County's) approved disaster response plan.

WHEREAS, by mutual execution of this Agreement, the Listed Participants desire and intend to coordinate and formalize the agreements and arrangements relative to reciprocal behavioral health emergency assistance by and between said Listed Participants;

NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein, and intending to be legally bound, the Listed Participants hereby agree as follows:

1) The Listed Participants agree to furnish emergency (health) services, as defined in Section 7102 of the Emergency Management Services Code, to each other upon request, upon a non-reimbursable basis. No Listed Participant shall present any claim of any nature against another Listed Participant for compensation for any loss, damage, personal injury or death occurring in consequence of the performance of the services called for in this Agreement. This does not, however, preclude the requesting party from replenishing or replacing supplies, materials or products loaned to that party by another after the disaster has been resolved.

2) This Agreement shall apply only to the following circumstances and/or situations:

- a) The dispatch of emergency behavioral health personnel by any of the Listed Participants in response to the occurrence or the threat of a man-made, natural or war-caused disaster;
 - b) The distribution of materials, supplies, equipment and other forms of behavioral health response aids by and between the Listed Participants;
 - c) The staffing of Disaster Recovery Center responsible for coordinating the behavioral health emergency response activities of any Listed Participant affected by an actual or imminent disaster emergency; [staffing of EOC?]
 - d) The dispatch of emergency behavioral health equipment, material and/or personnel by any Listed Participant in response to the Declaration of a Local Disaster Emergency declared by any of the Listed Participants;
 - e) Behavioral health response to incidents (actual or imminent) which endanger health, safety, or welfare of the public and which require the use of trained personnel who are locally available in order to reduce, or counteract the behavioral health impact caused by the incident;
 - f) Participation in mutual planning, exercises, drills, or other training activities designed to train personnel to prepare for, cope with, or prevent the behavioral health impact of any disaster emergency.
- 3) Any dispatch by any of the Listed Participants of behavioral health emergency service personnel pursuant to this Agreement shall be subject to the following terms and conditions:
- (a) Any request for aid hereunder shall state the amount and type of equipment or/or personnel requested, but the amount and type of equipment and number of personnel to be furnished shall be determined by a representative of the responding organization;
 - (b) All Listed Participants agree to manage all local disasters in accordance with their county Emergency Management and Behavioral Health Plans, and following the generally accepted Incident Command System for Direction and Control;
 - (c) The responding organization shall be released by the requesting organization when the services of the responding organization are no longer required or when the responding organization is needed within its normal emergency services area. The responding organization once released by the requesting organization shall immediately vacate the area where it was determined by the requesting organization that their services were no longer needed.
 - (d) When a disaster or emergency extends beyond the jurisdiction of one Listed Participant,[OMHSAS field office?] will assist with the coordination of unmet needs and resources on a regional and/or County-wide basis, requesting assistance from the PA Office of Mental Health and Substance Abuse Services when needed.

4) Contract Information

This MOU describes the arrangement between (XX County) and (XX county) in support of mental health disaster response. The mental health disaster response is outlined by each county for their locality.

The following (County leader) key points of contact are identified:

NAME	TITLE	PHONE
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At (XX County) direction, (XX County) is establishing an agreement to assist in a behavioral health response to a disaster or emergency event at the discretion of the affected county.

5) This Agreement shall become effective immediately upon its ratification by the elected bodies or duly authorized officers of the Listed Participants. Duly authenticated copies of this Agreement shall, at the time of approval, be deposited with each of the Listed Participants, with [county department of behavioral health]..... and with the (XX County) Emergency Management Agency.

6) This Agreement shall continue in full force and remain binding on each of the Listed participants until the Executive Board, Board of Directors, Commanding Officer or other duly authorized individual of a Listed Participant takes action to withdraw herefrom. Such action shall not be effective until thirty (30) days after notice of the withdrawal has been sent by the Listed Participant desiring to withdraw to the other Listed Participants that are a party to this Agreement.

IN WITNESS WHEREOF, the undersigned, by their Executive Board, Board of Directors, Commanding Officer, or other duly authorized individual, have executed this Mutual Aid Agreement for Emergency Services, the day and year first above written.

Organization: _____

By: _____

Title: _____

ATTEST:

Title