



## MEMORANDUM OF UNDERSTANDING FOR MUTUAL AID "MOU"

BETWEEN GREATER CINCINNATI DISASTER PREPAREDNESS COALITION HOSPITALS AND REGIONAL HEALTHCARE PARTNERS

### INTRODUCTION

The Greater Cincinnati Region is susceptible to disasters, both natural and man-made, that could exceed the resources of any individual hospital. A disaster could result from incidents generating an overwhelming number of patients, (e.g., major transportation accident, terrorism, etc.), a small number of patients whose specialized medical requirements exceed the resources of the impacted facility (e.g., hazmat injuries, pulmonary, trauma surgery, etc.), or from incidents such as Hospital building or plant complications resulting in the need for partial or complete evacuation.

This Memorandum of Understanding (MOU) between the Greater Cincinnati regional hospitals listed on the signatory list further referred to as "Participating Hospitals" is an agreement;

### I. RECITALS

**WHEREAS**, This Memorandum of Understanding (MOU) is not a legally binding contract but rather a voluntary agreement of principals which signify the belief and commitment among Participating Hospitals to provide mutual aid and coordinated response efforts to best meet the needs of the community in the event of a disaster or other large scale emergent event;

**WHEREAS**, the Participating Hospitals desire to set forth the basic tenets of a cooperative and coordinated response plan to facilitate the sharing of resources in an event or disaster;

**WHEREAS**, the Participating Hospitals acknowledge this MOU does not replace a Participating Hospital's disaster plan and each Participating Hospital is responsible for maintaining its own emergency management plan that includes at minimum: provisions for care of patients during disaster events, maintenance of disaster equipment, training of staff, and the ability to implement an internal incident command system based on principles of the Hospital Incident Command System ("HICS");

**WHEREAS**, the Participating Hospitals acknowledge that any of the Participating Hospitals may at any time find the need to evacuate and/or transfer patients due to the occurrence of an event;

**WHEREAS**, The Participating hospitals further acknowledge that at any time any Participating Hospitals may need assistance as an Affected Hospital or be asked to render aid as an Assisting Hospital;

**WHEREAS**, Participating Hospitals recognize that an event may impact Hospitals in Ohio and contiguous states, and desire to extend the mutual Aid agreement to include Hospitals in contiguous states that wish to participate in a coordinated response;

**NOW THEREFORE**, in consideration of the above recitals, the Participating Hospital agree as follows:

## **DEFINITIONS**

**Accepting Hospital** – A Hospital accepting patient transfers from a Referring Hospital during an Event.

**Affected Hospital** - A Participating Hospital impacted by an Event.

**Assisting Hospital** - A Participating Hospital which provides aid such as supplies, equipment and personnel to another Participating Hospital under the terms of this agreement.

**Deeming Authority** - An accrediting organization recognized by the Centers for Medicare and Medicaid Services (CMS) under Section 1865 of the Social Security Act and implementing regulations. Examples of a Deeming Authority are The Joint Commission (TJC), the American Osteopathic Association's Healthcare Facilities Accreditation Program (HFAP).

**Designated Representative** - The individual or position designated by each Participating Hospital to act as a liaison with the Affected Hospital. In an Hospital Incident Command System (HICS) structure this person may also serve as the Liaison Officer during an Event.

**Disaster** - A major incident occurring or imminent within a Participating Hospital and/or the surrounding community, which does, or is expected to, overwhelm the facility's ability to function as a health care delivery organization. Such a situation typically requires the notification of external organizations such as Emergency Management, local emergency response agencies, public health and the responsible regulatory agencies. However, activation of the Mutual Aid Agreement does not require prior action on the part of these agencies. Disasters include, but are not limited to, natural disasters, man-made disasters, and major disruptions to public utilities, civil unrest, or acts of terrorism. A disaster may affect the entire facility, or only a portion of the facility or its health care staff.

**Emergency Management** - Local, region, state or federal emergency management agencies or representatives.

**Emergency Operations Plan** - The Hospital's Emergency Operating plans, guidelines, procedures, checklists, HICS structure and other pre-planned strategies for handling potential emergencies that

could affect the institution. Such plans may be part of the planning and response program required by a Deeming Authority.

**ESF-8** – The Emergency Support Function-8 is defined in the current National Response Framework. ESF-8 is the "health and medical" functional.

**Evacuation** - The process of moving patients, staff, records, supplies and/or materials either from the Affected Hospital, or from a portion of an Affected Hospital, due to an Event that threatens life or the ability of the Affected Hospital to function safely as a health care delivery organization.

**Hospital** – Any hospital, healthcare facility or institutional healthcare provider which is licensed by the Ohio State Department of Health; or in a contiguous state which is licensed by the appropriate regulatory agency to operate in that state; or by the federal government.

**Hospital Incident Command System (HICS)** - The Hospital's leadership and organizational structure, as provided for in the Participating Hospital's Emergency Operations Plan. The HICS may or may not look like the routine management structure, may have to be tailored to the time or day and day of week, the Event or hazard vulnerability presenting at the moment, and the anticipated duration of the Event. The HICS system would ideally be compatible with NIMS, especially as it interfaces with external agencies and Emergency Management.

**Incident Commander (IC)** – A hospital designee in charge of a Participating Hospital's Emergency Operations Plan. The IC is usually the leader of the facility's HICS organizational structure when the plan is activated. As examples this may typically include, but is not limited to, such positions as the Chief Executive Officer, Chief Operating Officer, House Supervisor or Emergency Preparedness Coordinator.

**Licensed Independent Practitioner (LIP)** – An individual permitted by law and by the Hospital to provide care and services, without direction or supervision, within the scope of the individual's license and consistent with individually granted clinical privileges, as defined by Deeming Authority standards.

**NRF** - The National Response Framework published by the U.S. Department for Homeland Security. This is the primary emergency planning document for the federal government, and includes implementation of the NIMS system.

**NIMS** - The National Incident Management System, as defined in the National Response Framework (NRF) published by the S. Department for Homeland Security (DHS).

**Participating Hospital** - A hospital or healthcare system that has agreed to provide mutual aid under the terms of this MAA.

**Party** - Any Participating Hospital whose signatory has signed this MAA (also collectively referred to as Parties).

**Public Health Emergency** - Usually a formal declaration by local, state or federal public health officials that there is a threat to the health and welfare of the general public requiring emergency actions to control and/or respond to the presenting situation.

**Receiving Hospital** - A hospital which has requested aid such as supplies, equipment and personnel under the terms of this MAA. A Receiving Hospital may or may not also be an Accepting Hospital.

**Referring Hospital** - A hospital transferring a patient to an Accepting Hospital during an Event

## **II. HOSPITAL PARTICIPATION IN DISASTER PREPAREDNESS EFFORTS**

Each participating hospital will designate a representative to attend The Greater Cincinnati Disaster Preparedness Coalition meetings for the purpose of developing operational procedures and coordinating mutual aid initiatives. The Coalition will foster coordination with other disaster and emergency medical providers and public agencies involved in disaster preparedness and response efforts.

## **III. COMMUNICATION**

In the event of a disaster, the SurgeNet/Disaster Radio Network serves, among other functions, as an emergency alerting mechanism and the hub for collecting and disseminating current information about hospital E.D. receiving capability, bed capacity, and victim distribution. As part of this MOU, each participating hospital will provide and communicate information during drills or disasters through the SurgeNet/Disaster Network Radio, website or via phone if not currently on the Disaster Network.

**CONTACT INFORMATION** Each participating hospital will provide regular updates on emergency contact people, phone and fax numbers, and other data as requested by The Health Collaborative or the Greater Cincinnati Disaster Preparedness Coalition.

## **IV. LENDING AND RECEIVING HELP FROM OTHER HOSPITALS**

### **AUTHORITY AND COMMUNICATION**

Only a senior hospital administrator or designee such as the participating hospital's incident commander has the authority to initiate the request for transfer of patients or agree to the receipt of personnel or material resources pursuant to this MOU. This request will initially be made verbally, but must be followed by with written documentation specifying such information as the type and quantity of supplies or personnel needed, an estimate of how quickly they are needed, the time period for which they will be needed, and the location to which they should report or be delivered.

### **PERSONNEL**

Individuals who are made available to a requesting hospital shall provide proof of their professional licensure (e.g. RN, MD, RT) to the requesting hospital. Licensed independent practitioners shall report

to the requesting hospital with a copy of their license, hospital privileges, photo identification and malpractice insurance coverage certificate. If this is not possible because of the nature of the disaster, the recipient hospital may verify this information independently. In compliance with The Joint Commission regulations, when the hospital's Emergency Management plan has been activated, the CEO, Medical Staff President or their designee may grant emergency privileges to licensed independent practitioners with evidence of appropriate identification. Acceptable sources of identification include a current professional license in the State in which they are asked to assist, a current hospital ID plus license number or verification of the volunteer practitioner's identity by a current medical staff member.

The recipient hospital's senior administrator or designee (e.g. the incident commander) will identify where and to whom emergency personnel are to report and who will supervise them. This supervisor will brief the transferred personnel on the situation and their assignments. The recipient hospital will provide and coordinate any necessary demobilization and post-event stress debriefing. The recipient hospital is responsible for providing the transferred personnel with transportation for their return to the transferring hospital.

#### **TRANSFER OF PHARMACEUTICALS, SUPPLIES OR EQUIPMENT**

The recipient hospital will utilize the transferring hospital's standard order requisition process as documentation of the receipt of the requested materials. The recipient hospital is responsible for tracking the borrowed inventory and returning any equipment in good condition or paying for the cost of replacement. The recipient hospital will reimburse the transferring hospital for any consumable supplies or pharmaceuticals at usual and customary rates. The recipient hospital is responsible for appropriate use and necessary maintenance of all borrowed pharmaceuticals, supplies and equipment during the time such items are in the custody of the recipient hospital.

#### **REGIONAL LABORATORY NETWORK**

To provide a framework for the effective utilization of available Laboratory resources in the event of a Communicable Disease Outbreak or Bio-terrorist Incident and to provide timely and effective diagnostic testing, the Cincinnati Regional Clinical Microbiology Laboratory Response Network (CRCMLRN) members agree to provide material assistance to each other as outlined below.

In the event a Communicable Disease Outbreak or Bio-terrorist incident overwhelms any member Laboratory or results in the Evacuation of any laboratory facility, the other member laboratories agree to provide assistance. The laboratories agree to provide consultation, testing services, accessioning, expedited reporting, necessary supplies, safety equipment, select agent packaging and shipping, and courier services to the degree available. The laboratories further agree to provide other types of laboratory assistance as may be available and needed by other signatory members. It is understood that during a community-wide emergency all laboratories may be

operating at or near capacity, therefore mutual aid may be limited to the available capacity. Compensation for supplies and services will be made through usual and customary channels.

## **V. TRANSFER/EVACUATION OF PATIENTS**

### **Communication and Documentation**

The request for transfer of patients will in be made via the SurgeNet / Disaster Radio Network. The transferring Hospital must specify the number of patients needing to be transferred, the general nature of their illness or condition and any specialized services or placement required. The transferring Hospital is responsible for providing the receiving Hospital with copies (electronic or paper) of the patient's pertinent medical records, registration information and other information necessary for care.

### **Transporting Patients**

The transferring Hospital is responsible for triage of patients to be transported. The transferring Hospital will also transfer extraordinary pharmaceuticals or special equipment as needed by the receiving Hospital.

### **Supervision**

Once admitted, the patient becomes the responsibility of the receiving Hospital and care is assumed by a member of its medical staff. If requested, temporary medical staff privileges may be granted, in accordance with the recipient hospital's medical staff bylaws, to the patient's original attending physician.

### **Notification**

The transferring Hospital is responsible for notifying and/or obtaining transfer authorization from the patient or the patient's legal representative, as appropriate, and for notifying the patient's attending physician of the transfer and re-location of patient as soon as practical.

## **VI. MEDIA RELATIONS AND RELEASE OF INFORMATION**

Hospitals participating in this MOU agree to coordinate with a Joint Information System (JIS) that will be the primary source of information for the media related to a disaster or emergency situation affecting more than one Hospital. Under the direction of the EOC, the Joint Information System would be designated to speak on behalf of the participating hospitals to assure consistent messages and flow of information.

### **Miscellaneous Provisions**

Term and termination – the term of this MOU is three (3) years commencing on July 1, 2018. Any Hospital may terminate its participation in this MOU at any time by providing written notice to The Greater Cincinnati Disaster Preparedness Coalition at least thirty days prior to the effective date of such termination.

**Confidentiality** – each participating Hospital shall maintain the confidentiality of all patient health information and medical records in accordance with applicable State and Federal laws.

**Review and Amendment** – this MOU shall be reviewed periodically, but at least every three years or upon written request by a participant and may be amended by the written consent of the authorized representatives of the participating hospitals. All signatories will be listed on the master signatory sheet and placed on The Health Collaborative website.

NAME, ADDRESS AND REPRESENTATIVE OF EACH HOSPITAL, LABORATORY, AND OTHER HEALTH CARE PARTNER

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Hospital

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
Date

\_\_\_\_\_  
City, State, Zip