**HEALTH CARE MUTUAL AID**

**MEMORANDUM OF UNDERSTANDING (“MOU”)**

**I. RECITALS**

WHEREAS, the health care entities are susceptible to disasters, both natural and man-made, that could exceed the resources of any individual health care entity;

WHEREAS, a disaster could result from incidents generating an overwhelming number of patients, (*e.g.,* major transportation accident, terrorism attack, etc.), from a smaller number of patients whose specialized medical requirements exceed the resources of the impacted facility (*e.g.,* hazmat injuries, pulmonary, trauma surgery, exposure to biological or radiological agents, etc.), or from incidents such as building or plant problems resulting in the need for partial or complete evacuation;

WHEREAS, this Memorandum of Understanding (MOU) is not a legally binding contract, but rather this MOU signifies the belief and commitment of the Participating Health Care Entities that in the event of a disaster, the medical needs of the citizenry will be best met if the Participating Health Care Entities cooperate with each other and coordinate their response efforts;

WHEREAS, the Participating Health Care Entities desire to set forth the basic tenets of a cooperative and coordinated response plan in the event of a disaster;

NOW, THEREFORE, in consideration of the above recitals, Participating Health Care Entities agree as follows:

**II. PURPOSE**

This MOU is a voluntary agreement among Health Care Entities to electively provide mutual aid at the time of a disaster in accordance with relevant emergency management/disaster preparedness plans. For purposes of this MOU, a disaster is defined as an overwhelming incident that exceeds the effective response capability of the impacted home health agency or facility, whether through mass casualties, casualties with special concerns such as contagious disease or radiological contamination, or severely impaired capabilities due to impact on the facility or home health agency and/or the county(ies) in which it services (i.e., power outage, structural damage, etc.).

The disaster may be an “external” or “internal” event for health care entities and assumes that each Affected Health Care Entity’s emergency management plan has been fully implemented. This MOU will not take effect until local, state, or federal authorities have declared an emergency or disaster for the jurisdiction in which the Affected Facility or Home Health Agency is located.

This MOU also describes the relationships among health care entities and is intended to augment, not replace, each facility or home health agency's emergency management plan. By signing this MOU, each health care entity is stating its intent to abide by the terms of the MOU in the event of a disaster. The terms of this MOU are to be incorporated into the health care entity emergency management plan.

**III. DEFINITIONS**

* “ACC” is an acronym for “Acute Care Center,” “Alternate Care Center,” “Alternative Care Center” or “Ancillary Care Center.” The acronym reflects any non-hospital surge facility regardless of name, which may vary between communities, regions, and states. An ACC is a recognized component of the Modular Emergency Medical System (MEMS) concept and refers to a building or structure used to provide definitive and supportive care for acutely ill patients from a mass casualty biological event or other mass casualty incident that exceeds hospital capacity. The ACC will operate as a component of a community’s medical surge plan.
* “ACC Incident Commander” means an individual assigned by a Lead Hospital who will be responsible for command and control of the entire ACC.
* “Affected Facility or Home Health Agency” means a Participating Health Care Facility or Home Health Agency that has initiated a request for assistance that may include transferring patients to another health care entity or receiving personnel, pharmaceuticals, supplies or equipment from another hospital.
* “Assisting Health Care Entity” means a health care entity that receives transferred patients from or sends personnel, pharmaceuticals, supplies or equipment to an Affected Facility, Home Health Agency or ACC.
* “Assisting Personnel” means personnel sent by an Assisting Health Care Entity and/or sent by local, county, or state governmental mechanisms, to provide patient care at a Participating Health Care Entity or ACC.
* "Intermediary Coordinating Entity (ICE)" means any organizational structure that supports medical coordination and control activities for a community, region or state. Such entities may include, but are not limited to an Emergency Operations Center (EOC), a Medical Control Authority (MCA), a Medical Coordination Center (MCC), Regional Hospital Resource Center (RHRC), or a Medical Command Center (MCC).
* “Lead Hospital” means the hospital responsible for coordinating, in collaboration with the jurisdictional emergency management agency and health department, staffing and management of the clinical services provided through an ACC, including the assignment of an ACC Incident Commander.
* “MEMS” means “Modular Emergency Medical System,” a concept developed by the Biological Weapons Improved Response Program, under the Department of Defense Domestic Preparedness Program and adapted by regions throughout the state of Florida. MEMS includes the ACC concept and the transportation system to support patient transfer to ACC’s or other health care entities when hospitals have maximized patient care surge capacity or to provide a facility to care for specific categories of patients (i.e., an isolation facility for infectious patients), or when hospitals cannot support patient care due to facility impact that impacts operational capability.
* “Participating Health Care Entity” means a health care entity that has entered into this MOU.
* "Surge Facility" means a non-hospital facility that is owned by a hospital that is used to support patient surge capacity.

**IV. MUTUAL AID RECEIVED BY OR PROVIDED TO A PARTICIPATING HOSPITAL**

**A. AUTHORITY AND COMMUNICATION**

Only a senior home health or facility administrator or individual designated by a senior home health or facility administrator of an Affected Facility or Home Health Agency has the authority to initiate a request for assistance, which may include transfer of patients or receipt of Assisting Personnel or material resources pursuant to this MOU. A request for assistance should be made in accordance with the local, regional, or state medical surge/MEMS plan.

**B. PERSONNEL**

Personnel, who are employed by, contracted with, act on behalf of, or are part of the staff of an Assisting Health Care Entity who are dispatched to an Affected Home Health Agency, Hospital, Surge Facility or ACC shall be limited to staff who are certified, licensed, privileged and/or credentialed at the Assisting Home Health Agency or Facility, as appropriate, given such staffs’ professional scope of practice unless the affected facility or home health agency, or intermediary coordinating entity, specifically requests dispatch of additional unlicensed staff such as students and/or interns, in which case the Assisting Facility or Home Health Agency shall clearly communicate the identity of students/interns reporting to the Intermediary Coordinating Entity, ACC, Surge Facility, or Affected Home Health Agency or Facility.

Assisting Health Care Entity employees who are dispatched to an Affected Facility, Home Health Agency, Surge Facility or ACC will act within their scope of practice in the capacity of Assisting Personnel with respect to the Affected Facility, Home Health Agency, Surge Facility or ACC and for all purposes set forth herein will function as Assisting Personnel at the Affected Facility, Home Health Agency, Surge Facility or ACC, but nothing in this MOU shall be construed as creating an employee-employer relationship between the Assisting Personnel and the Affected Facility or Home Health Agency or Lead Facility or Hospital for purposes of worker’s compensation coverage or other labor laws.

The Assisting Health Care Entity’s senior administrator or designee shall prepare and send to the Affected Facility or Home Health Agency’s or ACC's command center or Intermediary Coordinating Entity a list that includes the name, licensure category or other qualifications and any specialty training of the Assisting Personnel who are being dispatched to the Affected Facility, Home Health Agency, Surge Facility or ACC. The Affected Facility, Home Health Agencyor Lead Facility or Hospital shall, if possible, and then verify the identity of the Assisting Personnel from the Assisting Health Care Entity based on a current picture identification badge issued by the Assisting Facility or Home Health Agency, a disaster relief worker organization (i.e., American Red Cross, Medical Reserve Corps, etc.), a state, federal or regulatory agency.

If possible, all Assisting Personnel shall report to the Affected Facility, Home Health Agency, ACC, or designated community disaster relief work registration site with one of the following:

* Current organizational identification card. If the organizational identification card does not have a picture, then a valid government issued identification card will be required;
* Current license to practice, if applicable;
* Identification indicating that the individual is a member of a Disaster Medical Assistance Team (DMAT), Federal Medical Surge (FMS), and/or other approved and verified response agency;
* Identification indicating that the individual has been granted authority to render patient care, treatment, and services in disaster circumstances (such authority having been granted by a federal, state, or municipal entity);
* Presentation by a current facility, home health agency or medical staff member(s) with personal knowledge regarding the practitioner’s identity.

The Affected Facility, Home Health Agency, Surge Facility or ACC may verify this information independently and in the event of extraordinary circumstances (e.g., no means of communication or lack of resources) such verification may occur after the emergency is determined to be under control, but must be done as soon as possible. Participating Health Care Entities should follow relevant emergency credentialing standards.

In the case of Assisting Personnel deployed to an Affected Facility, Home Health Agency, or Surge Facility, the Affected Facility or Home Health Agency will identify where and to whom emergency Assisting Personnel are to report and who will direct and/or supervise them. This supervisor will brief the Assisting Personnel of the situation and their assignments.

In the case of Assisting Personnel deployed to an ACC, the Lead Facility, Home Health Agency or Hospital will identify where and to whom emergency Assisting Personnel are to report and who will direct and/or supervise them. The Affected Facility or Home Health Agency and/or the Lead Hospital shall maintain records of the hours worked by the Assisting Personnel and will provide and coordinate any necessary demobilization and post-event debriefing.

**C. TRANSFER OF PHARMACEUTICALS, SUPPLIES OR EQUIPMENT**

**COMMUNICATION AND DOCUMENTATION**

An Affected Facility or Home Health Agency must communicate its need for assistance to a Participating Health Care Entity. The Affected Facility or Home Health Agency must specify the type(s) of resource that is needed. Minimally, information that must be provided with any resource request includes:

* Appoint of contact name and phone number at the receiving site;
* Resource type/kind;
* Quantity needed;
* When the resource is needed (date/time);
* Where the resource needs to be delivered;
* Site name;
* Street address;
* City;
* State;
* Additional location information, if necessary; and
* Special instructions, if any.

To ensure appropriate reimbursement, an Assisting Health Care Entity sending pharmaceuticals, supplies and/or equipment to an Affected Facility or Home Health Agency, a Surge Facility, or an ACC will document in detail the delivery of the requested materials.

The Assisting Health Care Entity is responsible for tracking the borrowed inventory and requesting the return of any non-disposable equipment, which shall be returned by the Affected Facility or Home Health Agency, Surge Facility or ACC in good condition, if possible.

The Affected Facility or Home Health Agency and/or Lead Hospital is responsible for appropriately tracking the use and necessary maintenance of all borrowed pharmaceuticals, supplies and equipment during the time such items are in the custody of the Affected Facility or Home Health Agency, Surge Facility or ACC in accordance with law.

An Affected Facility or Home Health Agency/Lead Hospital will either replace or reimburse an Assisting Health Care Facility for any consumable supplies, pharmaceuticals or damaged equipment at actual cost. Unused supplies may be returned by the ACC, Surge Facility or Affected Facility or Home Health Agency to the Assisting Health Care Facility or Home Health Agency provided that they are unopened and in good and usable condition.

**V. TRANSFER/EVACUATION OF PATIENTS**

**A. COMMUNICATION AND DOCUMENTATION**

An Affected Facility or Home Health Agency must communicate its need for assistance to a Participating Health Care Entity. The Affected Facility or Home Health Agency must specify:

* The number of patients needing to be transferred;
* The general nature of their illness or condition (for home health agencies – their home health ordered plan of care), and;
* Any specialized services or placement required.

An Affected Facility or Home Health Agency is responsible for providing the Assisting Health Care Entity, Surge Facility, or Lead Hospital/ACC with copies of the patient’s pertinent medical records, registration and/or medical insurance information and other information necessary for care.

Participating Health Care Entities should utilize pre-established communication and documentation in accordance with the Medical Surge/MEMS plan for the community/region and Hospital Incident Command System (HICS) as appropriate. For hospitals, to help ensure effective documentation, it is recommended that Hospital Participating Health Care Entities use the following forms:

* Hospital Incident Command System (HICS) Form 255 – Master Patient Evacuation Tracking Form
* Hospital Incident Command System (HICS) Form 260 – Patient Evacuation Tracking Form.

The Hospital Incident Command System (HICS) forms are available at [www.hicscenter.org/SitePages/HICS%20Forms.aspx](http://www.hicscenter.org/SitePages/HICS%20Forms.aspx).

For home health agencies, to help ensure effective documentation it is recommended that Home Health Participating Entities have an executed “Disaster Aid Services to Home Health – Letter of Agreement” to coordsinate disaster aid services to each of the home health agencies in good faith effort to minimize risk to patient care and home health operations in the event of a local non-declared disaster. A “Disaster Aid Services to Home Health – Letter of Agreement” template is available at [www.homecarefla.org](http://www.homecarefla.org)

**B. TRANSPORTING PATIENTS**

In the case of an evacuation, the Affected Facility or Hospital (home health agencies excluded) is responsible for triage and transportation of patients and any costs, not otherwise reimbursable by the patient, the patient’s third-party payer, or government agency, incurred for their transportation. Extraordinary drugs or special equipment utilized by the patient, if available, will be transported with the patient.

If feasible, the Affected Facility or Hospital (home health agencies excluded) should inventory the patient's personal effects and valuables transported with the patient to the Assisting Health Care Entity, Surge Facility or the ACC. The Affected Facility or Hospital (home health agencies excluded) should present the inventory list and the patient's valuables to the personnel transporting the patient, and receive a receipt for such items. The Assisting Health Care Entity, Surge Facility or Lead Hospital should, in turn, acknowledge and sign a receipt for the valuables delivered to it.

**C. SUPERVISION**

Once the patient arrives at the Assisting Health Care Entity, Surge Facility or

ACC, the Assisting Health Care Entity, Surge Facility or the Lead Facility or Hospital shall become responsible for the care of the patient. If requested, the Assisting Health Care Entity, Surge Facility or Lead Hospital that assumes the care of the transferred patient may grant temporary medical staff privileges or emergency privileges, in accordance with its medical staff bylaws, to the patient’s original attending physician.

**D. NOTIFICATION**

The Affected Facility or Home Health Agency is responsible for notifying, and if applicable, obtaining transfer authorization from the patient or the patient’s legal representative, as appropriate, and for notifying the patient’s attending or certifying physician of the transfer and relocation of patient as soon as practical.

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

The Affected Facility or Home Health Agency, will be responsible for working cooperatively with the jurisdictional management agency and other organizations involved with disaster response operations to educate the general public on the status of the emergency, including where and when individuals who think they may be exposed, contaminated, ill, or injured should present.

The Affected Facility or Home Health Agency or Lead Facility or Hospital, directly or via an Intermediary Coordinating Entity, will be responsible for disseminating information to state and local public health departments, including patient names, diagnoses and other identifying information as may be needed to prevent or control the spread of the contagion and to avert imminent threats to health or safety of residents.

**VII. MISCELLANEOUS PROVISIONS**

**A. TERM AND TERMINATION**

The term of this MOU is open commencing for the Participating Facility or Home Health Agency on the date of signature affixed to this MOU document. Any Participating Health Care Entity may terminate its participation in this MOU at any time by providing written notice to all other Participating Health Care Entities at least thirty days prior to the effective date of such termination.

**B. REVIEW AND AMENDMENT**

This MOU shall be reviewed upon written request by a Participating Health Care

Entity and may be amended by the written consent of an authorized representative for each of the Participating Health Care Entities. The MOU will be amended as necessary to comply with any new statutes, regulations, or standards promulgated by governmental entities or accrediting bodies, including, but not limited to standards promulgated by The Joint Commission, CMS or the Agency for Healthcare Administration. Participating Health Care Entities may convene a Review Committee to review and make MOU change recommendations to Participating Health Care Entities. The Review Committee, at a minimum, will include a representative sampling of Participating Health Care Entities.

**C. CONFIDENTIALITY**

Each Participating Health Care Entity shall maintain the confidentiality of all patient health information and medical records in accordance with applicable state and federal laws, including, but not limited to, the HIPAA privacy regulations.

**D. REIMBURSEMENT**

1. For Personnel, Supplies, Services and Equipment Provided by an Assisting Health Care Entity to an Affected Facility or Home Health Agency or Surge Facility, where personnel, services equipment and/or pharmaceuticals are provided to an Affected Facility or Home Health Agency or Surge Facility, an invoice for expenses will be submitted by the Assisting Health Care Entity to the Affected Facility or Home Health Agency.

The Affected Facility or Home Health Agency shall make payment for complete and reasonable invoices submitted within 120 days of receipt of such invoices.

1. For Personnel, Supplies, Services and/or Equipment provided by an Assisting Health Care Entity or a Lead Facility/Hospital to an ACC: An Assisting Health Care Entity providing personnel, supplies, equipment and/or pharmaceuticals to an ACC will submit invoices to the Lead Hospital/Agency who was responsible for operating the ACC.

The Lead Facility/Hospital, directly or via the jurisdictional Emergency Operations Center, will be responsible for tracking and documenting its expenses related to operating an ACC, including but not limited to, expenses related to additional staff, supplies, equipment and pharmaceuticals used at the ACC.

The Lead Facility or Home Health Agency, directly or via the jurisdictional Emergency Management Agency, will be responsible for submitting all invoices and claims for services provided at an ACC to third party payers, CMS, private insurance companies, and the county or state (for FEMA reimbursement) within 120 days of the last day of operating an ACC and will use its best efforts to collect such funds. All claims submitted to third party payers will be based on the level of care provided at the ACC as appropriate. When reimbursement is obtained from all third-party payers, including FEMA, the Lead Facility or Home Health Agency, directly or via the jurisdictional Emergency Management Agency, will be responsible for meeting with the state or county entity designated to handle emergency reimbursement requests and any Assisting Health Care Entities to negotiate in good faith regarding percentages of reimbursement to be allocated among the Lead Facility/Hospital and Assisting Health Care Entities. Such allocation shall be determined based upon reasonableness of expenses and compensation received from third party payers, including FEMA. It is the intent of the parties that the Lead Facility/Hospital and the Assisting Health Care Entities shall share proportionally in losses related to uncompensated care (e.g., if the Lead Facility/Hospital is compensated for 80% of its reasonable expenses, then the Assisting Health Care Entity will also be compensated for 80% of its reasonable expenses). If a portion of third party payments received by the Lead Hospital are necessary to proportionately compensate the Assisting Health Care Entity(ies), such funds will be transferred to the recipient Assisting Health Care Entity within 120 days of determination of allocation of reimbursement.

**E. OCCUPATIONAL SAFETY AND HEALTH**

Affected Facilities or Home Health Agencies and Lead Facilities/Hospitals will provide appropriate Personal Protective Equipment (PPE) and decontamination equipment as available and in compliance with the Occupational Safety and Health Agency, or state OSHA if appropriate guidelines and may refer to OSHA’s “Best Practices for First Responders” as needed.

**F. STATE AND COUNTY CONTROL**

When operating an ACC, the Lead Facility/Hospital agrees to defer to the MEMS/Medical Surge plan, to include supporting documents, in the community/region where the ACC is located, for standing orders/protocol and other instruction regarding the implementation of the Medical Surge/MEMS Plan. In the absence of any predefined standing orders/protocols, the Lead Facility/Hospital is responsible for establishing medical care protocols that will be implemented at the ACC.

**G. INSUFFICIENT RESOURCES**

If requested to provide support by an Affected Facility or Home Health Agency, Participating Health Care Entities that lack the resources to send personnel, supplies, or equipment because of the situation at their own facility must inform the Affected Facility/Hospital.

**H. ASSIGNMENT**

A Participating Health Care Entity may not assign any part of its duties, obligations, or rights under this Agreement.

**I. AUTHORITY TO SIGN**

Participating Health Care Entity representatives signing this Agreement attest that they have the authority to sign and enter into this MOU on behalf of the Participating Health Care Entity.

**J. SEVERABILITY**

If any term or provision of this Agreement is determined to be illegal, unenforceable, or invalid in whole or in part for any reason, such illegal, unenforceable or invalid provisions or part thereof shall be stricken from this Agreement, and such provision shall not affect the legality, enforceability, or validity of the remainder of this Agreement. If any provision or part thereof of this Agreement is stricken in accordance with the provisions of this section, then this stricken provision shall be replaced, to the extent possible, with a legal, enforceable, and valid provision that is as similar in tenor to the stricken provision as is legally possible.

**K. HEADINGS**

The headings in this Agreement are included for convenience only and shall neither affect the construction or interpretation of any provision in this Agreement nor affect any of the rights or obligations of the parties to this Agreement.

**L. JURISDICTION**

This Agreement will be governed and construed in accordance with the laws of the state in which the Participating Health Care Entity resides. The Parties agree that jurisdiction shall be in the state in which the Affected Hospital resides.

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**M. ENTIRE AGREEMENT**

This Agreement and any exhibits properly incorporated are the complete agreement between the Participating Health Care Entities and may be modified only as set forth in this Agreement.

I have read the foregoing Health Care Mutual Aid Memorandum of Understanding and agree to the terms set forth therein.

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