

MEMORANDUM OF UNDERSTANDING

Hospital/Health System Facility Emergency Mutual Aid



Healthcare Preparedness Region 1

April 2015



MEMORANDUM OF UNDERSTANDING
Hospital/Health System Facility Emergency Mutual Aid

TABLE OF CONTENTS

I. INTRODUCTION 1

II. PURPOSE..... 1

III. DEFINITION OF TERMS..... 1

IV. AGREEMENT..... 2

 A. Participation in Regional Health Sector Emergency Preparedness Planning..... 2

 B. Communication..... 3

 C. Mutual Aid Received by or Provided to Participating Hospital/Health System Facilities 3

 1. Authority and Communication 3

 2. Personnel (and Volunteers) 4

 3. Transfer of Pharmaceuticals, Supplies and/or Equipment..... 4

 4. Transfer / Evacuation of Patients 5

V. MISCELLANEOUS PROVISIONS 5

 A. Term And Termination 5

 B. Confidentiality 6

 C. Insurance 6

 D. Defense And Indemnification 6

 E. Hold Harmless Condition 6

 F. Certification..... 7

EXHIBIT A – Hospital / Health System Facilities List..... 8

**Memorandum of Understanding Hospital/Health
System Facility Emergency Mutual Aid NW Oregon Health
Preparedness Organization
Healthcare Preparedness Region 1**

I. INTRODUCTION

Northwest Oregon is susceptible to disasters and other events that could severely tax or exceed the capabilities of the region's hospitals and health systems. A disaster could result from a large-scale incident generating an overwhelming number of patients (e.g., major transportation accident or act of terrorism), or from an incident generating a smaller number of patients whose specialized medical requirements exceed the resources of the Impacted Facility (e.g., hazmat, pulmonary, or traumatic injuries), or from incidents such as hospital building or physical plant problems resulting in the need for partial or complete evacuation of a hospital/health system facility.

II. PURPOSE

This Memorandum of Understanding (MOU) is a voluntary agreement among the hospital/health system facilities in Northwest Oregon Healthcare Preparedness Region 1 (and Southwest Washington) listed on Exhibit A for the purpose of 1) coordinating emergency planning; 2) preparing for a coordinated health sector response to large-scale emergencies; 3) facilitating communications; and 4) providing mutual aid at the time of a medical disaster.

For purposes of this MOU, a **medical disaster** is defined as an overwhelming incident that **exceeds the effective response capability** of the impacted hospital/health system facility or facilities. The disaster may be an "external" or "internal" event for hospital/health system facilities and assumes that each affected hospital/health system facility's emergency management plans have been fully implemented.

This MOU is not a legally binding contract; rather, it signifies the belief and commitment of the participating hospital/health system facilities that in the event of a disaster, the medical needs of the community will be best met if the hospital/health system facilities cooperate with each other and coordinate their response efforts. By signing this MOU, each hospital/health system facility is evidencing its intent to abide by the terms of the MOU in the event of a medical disaster as described above. The terms of this MOU are to be incorporated into the hospital/health system facilities' emergency management plans.

This MOU is not intended to replace individual hospital/health system facilities' disaster plans. Each hospital/health system facility has the responsibility for maintaining its own emergency management plan that includes, at a minimum, provisions for the care of patients in an emergency or disaster situation, maintenance of disaster equipment, appropriate training of staff and the implementation of an internal incident command system based on the principles of the Hospital Incident Command System (HICS) and compliant with the National Incident Management System (NIMS).

III. DEFINITION OF TERMS

Health Alert Network (HAN)	A State of Oregon sponsored web-based system designed to broadcast warnings of impending or current disasters affecting the ability of health officials and healthcare providers to provide disaster response services to the public. The HAN is also used to push routine and emergency health information to partners and contains an access controlled online information library and public health directory.
----------------------------	---

NW Oregon Health Preparedness Organization (HPO)	A regional public/private planning collaboration to prepare the health sector to respond to large-scale emergencies. The HPO serves as the regional health preparedness board for northwest Oregon and covers six counties including Clackamas, Clatsop, Columbia, Multnomah, Tillamook and Washington.
Impacted Facility	A hospital/health system facility where the disaster occurred or where disaster victims are being treated. Referred to as the "Recipient Facility" when pharmaceuticals, supplies, equipment, and/or personnel are requested or as the "Patient-Transferring Facility" when the evacuation of patients is required.
Medical Disaster	An incident that exceeds the response capability of one or more participating hospital/health system facilities that cannot appropriately resolve the incident solely by using its own resources. Such disasters will create the need for additional medical and support personnel, pharmaceuticals, supplies, and/or equipment from another facility, and may require the emergent evacuation of patients.
Participating Hospital/Health System Facility	A hospital/health system facility that has fully committed to and signed the MOU. A list of Participating Hospital/Health System Facilities will be maintained and disseminated by the HPO.
Patient-Transferring Facility	An Impacted Facility where patients must be evacuated from due to a disaster.
Patient-Receiving Facility	A responding Participating Hospital/Health System Facility that receives patient transfers from an Impacted Facility.
Recipient Facility	The Impacted Facility. The hospital facility where disaster patients are being treated and have requested pharmaceuticals, supplies, equipment and/or personnel from another facility.
Regional Hospital	A regional medical coordination center in the Portland Metro Area designated to coordinate emergency communications and patient destinations for Emergency Medical Services (EMS) and area hospitals during Mass Casualty Incidents (MCIs) or disaster situations. This center is currently located at Oregon Health and Science University (OHSU) and is co-located with Trauma Center Communications (TCC) and Medical Resource Hospital (MRH).
Resource-Transferring Facility	A responding Participating Hospital/Health System Facility that sends pharmaceuticals, supplies, equipment and/or personnel to the Recipient Facility.

IV. AGREEMENT

A. Participation in Regional Health Sector Emergency Preparedness Planning

1. Each Participating Hospital/Health System Facility will designate a representative to the NW Oregon Health Preparedness Organization (HPO) Steering Committee. The designee will have authority to speak on behalf of the organization s/he is representing and contribute to the development of regional operational procedures and coordination of mutual aid initiatives. Participation on the HPO Steering Committee will foster coordination with other disaster relief and emergency medical providers and public agencies involved in disaster response efforts.
2. Each Participating Hospital/Health System Facility will designate appropriate representatives to participate in regional hospital-related emergency management groups including but not limited to the NW Hospital Emergency Management Committee and the ED Nurse Managers Committee.

B. Communication

1. Each Participating Hospital/Health System Facility will report equipment, bed capacity, and other regional health resource information during drills or disasters to the State's web-based hospital capacity reporting system. In the event of a medical disaster, this system is used by all hospitals in the region to report open/closed/divert status in real-time. Data requests and reporting via the system can be collected and disseminated to all hospitals simultaneously.
2. Each Participating Hospital/Health System Facility agrees to use, maintain, and upgrade when necessary the equipment necessary to participate in the following communication systems, where applicable:
 - a. Routine Communications – Each Participating Hospital/Health System Facility will:
 - i. Communicate utilizing the routine communication guidelines identified in the Healthcare Preparedness Region 1 Communications Guide.
 - b. Emergency Communications – Each Participating Hospital/Health System Facility will:
 - i. Communicate and coordinate efforts to respond to a medical disaster primarily via their liaison officers, public information officers, and incident commanders.
 - ii. Utilize Regional Hospital and/or the Health Alert Network to receive alert information regarding any medical disaster or other special incidents.
 - iii. Communicate with each other's Emergency Operations Centers (EOC) by phone, fax, email, and maintain radio capability to communicate with Regional Hospital as a minimum back-up.
 - iv. Communicate utilizing the emergency communication guidelines identified in the Healthcare Preparedness Region 1 Communications Guide.

C. Mutual Aid Received by or Provided to Participating Hospital/Health System Facilities

1. Authority and Communication

The scenario and impact of a medical disaster or emergency will determine how requests for assistance are made between Participating Hospital/Health System Facilities.

- a. One hospital impacted by an event
 - i. If one Participating Hospital/Health System Facility experiences a medical disaster, only a Hospital Administrator or designee of that facility which has a need for staff or equipment ("Recipient Facility") has the authority to initiate the request for transfer of patients or receipt of personnel and/or material resources pursuant to this MOU. The request for pharmaceuticals, supplies, equipment and/or personnel must be made to Hospital Administration at the Resource-Transferring Facility.
 - ii. Requests may initially be made verbally to Hospital Administration but must be followed by written documentation specifying more detail (See section 4.C.3 Transfer of Pharmaceuticals, Supplies and/or Equipment). Hospital Administrator or designee of the Recipient Facility will deliver this request to the other Participating Hospital/Health System Facility and coordinate the response with staff from the Resource-Transferring Facility.
- b. Multiple hospitals impacted by an event
 - i. If multiple Participating Hospital/Health System Facilities experience a medical disaster, it is assumed that each facility will be organized to respond under the Hospital Incident Command System (HICS). In this circumstance, only Command Staff (likely the Liaison Officer) or designees of the Recipient Facility have the authority to initiate the request for transfer of patients or receipt of personnel and/or material resources pursuant to this MOU. The request for pharmaceuticals, supplies,

- equipment and/or personnel must be made to Command Staff at the Resource-Transferring Facility.
- ii. Requests may initially be made verbally to Command Staff but must be followed by written documentation specifying more detail (See section 4.C.3 Transfer of Pharmaceuticals, Supplies and/or Equipment). Command Staff or designees of the Recipient Facility will deliver this request to the other Participating Hospital/Health System Facility and coordinate the response with staff from the Resource-Transferring Facility.
 - iii. If multiple Participating Hospital/Health System Facilities are experiencing a medical disaster or emergency which result in requesting assistance from other hospitals in the region, Command Staff will notify County Emergency Management and County Public Health of the event and any anticipated future needs for support.

2. Personnel (and Volunteers)

Personnel employed by, contracted with or on the staff of the Resource-Transferring Facility who are dispatched to the Recipient Facility shall be limited to staff that are certified, licensed, privileged and/or credentialed in the Resource-Transferring Facility, as appropriate, given such staffs' professional scope of practice. Resource-Transferring Facility employees who are dispatched to a Recipient Facility shall provide proof of their professional licensure (e.g. RN, MD) to the Recipient Facility.

The Recipient Facility's Labor Pool Unit Leader or designee will identify where and to whom emergency Resource-Transferring Facility Personnel are to report and who will direct and/or supervise them. This supervisor will brief the personnel of the situation and their assignments. The Recipient Facility will provide and coordinate any necessary demobilization and post-event stress debriefing. If needed or requested, the Recipient Hospital is responsible for providing the Resource-Transferring Facility Personnel with transportation for their return to the Resource-Transferring Facility.

In compliance with Joint Commission standards, when the Recipient Facility's emergency management plan has been activated, the Labor Pool Unit Leader or 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 the Recipient Facility is located, a current facility ID plus license number or verification of the subject practitioner's identity by a current medical staff member. (See JOINT COMMISSION EC.4.10.14 and HR.4.35).

3. Transfer of Pharmaceuticals, Supplies and/or Equipment

The request for the transfer of pharmaceuticals, supplies, and/or equipment initially can be made verbally but must be followed by written documentation specifying the following:

- a. Quantity and exact type of requested items;
- b. An estimate of how quickly the pharmaceuticals, supplies and/or equipment is needed;
- c. Time period for which the pharmaceuticals, supplies and/or equipment will be needed;
- d. Location and person or staff position to which the pharmaceuticals, supplies and/or equipment should be delivered.

The Resource-Transferring Facility is responsible for tracking the transferred inventory, including the items involved, the condition of the equipment (if applicable), and the responsible parties for the borrowed materials, including return of inventory if applicable.

The Recipient Facility is responsible for appropriate safeguards, use, protection and maintenance of all transferred pharmaceuticals, supplies, and/or equipment. Upon conclusion of the event, the Recipient Facility will promptly return equipment and unexpended supplies and/or pharmaceuticals to the Resource-Transferring Facility.

4. Transfer / Evacuation of Patients

In the event a partial or full evacuation of a Participating Hospital/Health System Facility is necessary, it is recognized that multiple hospitals/health systems in the community may need to assist in the orderly evacuation of patients by providing care to as many evacuated patients as possible. This care may be provided temporarily as patients are staged for transportation to other hospitals or long term care facilities, or until evacuated patients can be returned to the care of their primary facility.

The Patient-Transferring Facility (impacted hospital) must specify the following:

- a. The number of patients needed to be transferred;
- b. The general nature of their illness or condition;
- c. Any type of specialized services required, e.g., ICU bed, burn bed, trauma care, etc.

The Patient-Transferring Facility (impacted hospital) requesting transfer of one or more of its patients is responsible for providing the Patient-Receiving Facility (assisting hospital) with copies of the patient's pertinent medical records, registration information, insurance and other information necessary for care.

The Patient-Transferring Facility is responsible for notifying both the patient's family or guardian and the patient's attending or personal physician of the transfer. The Patient-Receiving Facility may assist in notifying the patient's family and personal physician.

Transport agencies (e.g. EMS, fire, public/private transportation, etc.) will assist hospitals per their organization's standard operating procedures.

Once the patient arrives to the Patient-Receiving Facility, such facility becomes responsible for the care of the patient. If requested, the facility that assumes the care of the transferred patients may grant temporary medical staff privileges or emergency privileges, in accordance with its medical staff bylaws, to the patient's original attending physician.

Once the transferred patient is discharged, the Patient-Receiving Facility will return all original medical records, including X-ray films and labs, back to the Patient-Transferring Facility.

5. Reimbursement for Services and Assistance

The Recipient Facility shall reimburse the Resource-Transferring Facility for all valid and invoiced costs for assistance provided within sixty (60) days of receipt of the Resource-Transferring Facility's invoice. Resource-Transferring Facility, in its sole discretion, may elect to extend the reimbursement deadline, upon the written request of the Recipient Facility. Recipient Facility shall reimburse, replace or return the equipment, supplies or parts used. Costs associated with patient billing will fall under normal hospital/health system business practices and will not be considered under mutual aid.

V. MISCELLANEOUS PROVISIONS

A. Term and Termination

This MOU shall commence upon execution by an authorized officer of the Participating Hospital/Health System Facility and shall continue until terminated. Any Participating Hospital/Health System Facility may terminate its participation in this MOU at any time by providing 30 days written notice to all other Participating Hospital/Health System Facilities on this signed agreement (see Exhibit A).

B. Confidentiality

Each Participating Hospital/Health System Facility 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 Health Insurance Portability and Accountability Act (HIPAA) privacy regulations.

C. Insurance

Each Participating Hospital/Health System Facility shall maintain, at its own expense, professional, workers' compensation and general liability insurance coverage or programs of self- insurance for itself and its respective employees and, where the Participating Hospital/Health System Facility is a Recipient Facility, it also agrees to extend its professional and general liability coverage to loaned personnel consistent with its existing coverage for other employed Volunteers for claims arising out of services provided by such Volunteers on behalf of the Recipient Facility.

D. Defense and Indemnification

The Recipient Facility shall assume the defense and indemnification for liability claims arising from or asserting the negligent acts and omissions of Personnel who are employed by and otherwise covered by the Resource-Transferring Facility. Volunteers who are licensed independent practitioners and who are not employees of a Participating or Resource-Transferring Facility will procure their own professional and general liability coverage and the Recipient Facility shall not assume the liability, defense or indemnification obligation for such independent Volunteers arising out of participation in this MOU.

E. Hold Harmless Condition

The Recipient Facility should hold harmless the Resource-Transferring Facility for any general or professional liability claims, expenses, and damages including reasonable attorneys' fees or other costs resulting solely from the acts or omissions of personnel covered by the Recipient Facility while such personnel are providing services for the Recipient Facility pursuant to this MOU. The Resource-Transferring Facility, however, is responsible for appropriate credentialing of personnel and for the safety and integrity of the equipment and supplies provided for use at the Recipient Facility.

F. Certification

A signed copy of this MOU signature page shall be sent to the HPO.

Executed below by an authorized officer of Participating Hospital/Health System Facility:

Name

Date

Signature

Title

Hospital/Health System Facility

County/State

EXHIBIT A

Hospital/Health System Facilities in Oregon Healthcare Preparedness Region 1

**Adventist Medical Center

**Cedar Hills Hospital

**Columbia Memorial Hospital

**Kaiser Permanente

- Kaiser Sunnyside Medical Center
- Kaiser Westside Medical Center

**Legacy Health

- Legacy Emanuel Medical Center
- Legacy Good Samaritan Medical Center
- Legacy Meridian Park Medical Center
- Legacy Mt. Hood Medical Center
- Legacy Randall Children's Hospital

**OHSU

- Oregon Health & Science University Hospital
- Doernbecher Children's Hospital

**Providence Health & Services

- Providence Milwaukie Hospital
- Providence Portland Medical Center
- Providence Seaside Hospital
- Providence St. Vincent Medical Center
- Providence Willamette Falls Medical Center

**Shriners Hospital for Children

**Tillamook Regional Medical Center

**Tuality Healthcare

- Tuality Community Hospital
- Tuality Forest Grove Hospital

**Vibra Specialty Hospital of Portland

Hospital/Health System Facilities in Southwest Washington

**Legacy Health

- Legacy Salmon Creek Medical Center

**Indicates hospital/health system facility has signed the MOU and is a Participating Hospital/Health System Facility. MOU agreement applies to all hospital/health system facilities that have signed the document.