

MISSOURI HOSPITAL MUTUAL AID AGREEMENT

I. Introduction

Certain critical incidents in or surrounding the state of Missouri, either regionally or statewide, may generate large numbers of patients requiring immediate emergency medical care including patients with very specialized medical requirements (hazmat injuries, trauma surgery, etc.) that exceed the resources of an individual hospital. Such critical incidents may include, but are not limited to, catastrophic accidents, pandemics, terrorist attacks or severe natural disasters such as earthquake or tornado. For purposes of this Hospital Mutual Aid Agreement, a medical disaster is defined as a critical incident that exceeds the effective response capability of an individual hospital.

II. This Mutual Aid Agreement

The purpose of this Statewide Hospital Mutual Aid Agreement (MAA) is to establish a coordinated system through which hospitals throughout Missouri and in adjoining states will provide mutual aid to each other as necessary in order to support emergency medical care needs in a medical disaster. Hospitals that are parties to this MAA are collectively referred to as “Participating Hospitals” or individually as “Participating Hospital”.

A medical disaster will almost always involve one or more local emergency management agencies, local public health departments, municipal governments or state emergency management or state department of health agencies and may also involve the Federal Emergency Management Agency.

In agreeing to the terms and conditions contained in this MAA, the parties acknowledge that they are not committed as a Participating Hospital to participate in providing aid or assistance to any other Participating Hospital or non-participating organization. This MAA is intended to provide a process and guidance when a Participating Hospital voluntarily acts to provide aid and assistance to another Participating Hospital. However, when a lending hospital commits resources to a receiving hospital pursuant to this MAA, it is the intent of the parties that the MAA is binding and enforceable, especially certain terms and conditions concerning payments by a Receiving Hospital to a Lending Hospital. Specifically, this MAA:

- A. Is intended to augment, not replace, each facility’s emergency operations plan;
- B. Focuses on coordinating activities between and among participating Missouri hospitals and hospitals in adjoining states; and;
- C. Is a framework for Participating Hospitals to coordinate with relevant local emergency management agencies, local public health departments, municipal governments and state emergency management and health agencies.

Generally, this MAA does not replace, but rather supplements the policies and procedures governing interaction between Participating Hospitals with external organizations during a disaster such as law enforcement agencies, local emergency medical services, local public health departments, fire departments, American Red Cross.

III. Definitions. The following definitions apply to the terms and conditions contained in this MAA:

- A. Designated Representative — An individual and at least one alternative designee identified by a party as having the authority to issue, receive, and answer requests for resources pursuant to this MAA.
- B. Emergency — An emergency, catastrophic event, disaster, public health crises, or other exigency as may be determined in the jurisdiction(s) in which the parties are located.
- C. Emergency Declaration — the official declaration by an authorized government official of a state of emergency in the jurisdiction in which one or more parties is located.
- D. Emergency Operations Center (EOC) — An entity that coordinates activities organizationally above the field level to prioritize the incident demands for critical or competing resources, thereby assisting the coordination of operations in the field.
- E. Employee — A health care worker at a hospital who is employed to render healthcare services under the direct control of the hospital.
- F. Healthcare Services — means the provision of medical treatment, care, advice, or other services, or supplies, related to the health of individuals or human populations.
- G. Healthcare Professional — an individual licensed under state law to provide health care services.
- H. Healthcare Worker — an individual, including a health care professional, who provides healthcare services.
- I. Incident Command System (ICS) — A method of operation that provides a structure to enable agencies with different legal, jurisdictional, and functional responsibilities to coordinate, plan and respond to emergencies.
- J. Lending Hospital — any Participating Hospital that considers requests and provides personnel for transferred patients pursuant to this MAA.

- K. Licensed Healthcare Professional — An individual authorized by state law to provide healthcare services within the scope of such authorization.
- L. National Incident Management System (NIMS) — The federal coordinating program overseen by the Department of Homeland Security (DHS) requiring hospitals to formulate emergency plans including mechanisms to facilitate mutual aid in the event of inter-jurisdictional emergencies.
- M. Participating Hospital — any party that accepts this MAA either as a Lending or Receiving Hospital or a Patient-Receiving or Patient-Transferring Hospital.
- N. Party — A hospital that has executed this MAA.
- O. Patient-Receiving Hospital — Any Participating Hospital that receives patient transfers during an emergency pursuant to state and federal laws and this MAA.
- P. Patient-Transferring Hospital — Any Participating Hospital that transfers patients during an emergency pursuant to state and federal laws and this MAA.
- Q. Prescribing Power — The authority to dispense prescription drugs for healthcare purposes pursuant to state licenses and institutional privileges.
- R. Receiving Hospital — Any Participating Hospital that requests and receives personnel or other resources pursuant to this MAA.
- S. Workers' Compensation — The government administered system for providing benefits to individuals injured or killed in the course of employment, regardless of fault.

IV. Maintenance of Individual Hospital's Emergency Management Program

Each Participating Hospital will maintain its own emergency operations 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 implementation of an internal incident command system based on the principles of the National Incident Management System (NIMS) and/or Hospital Incident Command System (HICS).

V. Hospital Participation

Each Party will participate in disaster preparedness education and planning activities at the local, regional, and state level.

VI. Communication

In the event of a medical disaster, hospitals should work together to share resources and coordinate responses until such time the local incident command system (ICS)/ Emergency Operations Center (LEOC) is operational. The local incident command system/emergency operations center or a medical coordination center may serve as a center for collecting and disseminating current information about Participating Hospital resources and needs including equipment, bed capacity, personnel, supplies and other relevant matters. The LEOC will serve as a point of contact between Participating Hospitals, state and local emergency management agencies, other governmental and non-governmental agencies as necessary. Each Participating Hospital will provide and update relevant information during drills or disasters to the LEOC. To accomplish this in the event of interruption of the telephone system, each Participating Hospital agrees to use, maintain, and upgrade when necessary the equipment necessary to participate in the following communication systems:

- A. Intermedix/EMSystem — an internet-based hospital system used by all Missouri Hospitals to report situational awareness of operational status at all times and resource, staff and infrastructure needs and capacity in real time during emergency operations.
- B. HEAR Network — the Hospital Emergency Administrative Radio Network, operating on VHF radio frequencies 155.340 (ambulance to hospital), 155.220 (hospital to hospital), and 155.160 (incident command).
- C. Routine Communications — each Participating Hospital will maintain current contact information for its key emergency personnel including telephone, fax, email, radio or any other useful and relevant information on the EMSystem.

VII. Mutual Aid Received By or Provided to a Participating Hospital

A. Authority and Communication

Only a senior hospital administrator, (designated representative, including alternate designated representative) of a Participating Hospital that has a need for assistance including additional staff, equipment or supplies has the authority to initiate a request for assistance pursuant to this MAA. This request may be executed directly between two parties but the MAA activation must be communicated to an appropriate local or state governmental entity and posted on EMResource. This is especially important during a non-declared emergency when local and state EOCs may not be activated.

A request also may be made verbally through the local ICS/EOC, but must be followed by a written request if possible within forty eight (48) hours of the verbal request. The local ICS/EOC will follow command and control procedures and communicate the verbal request to the other local, regional, or state government agencies and Participating Hospitals and under the ICS and National Incident Management System. Ongoing MAA activation and coordination among Participating Hospitals must be communicated to the appropriate local and state government agencies and updated on EMResource.

During emergencies that involve state emergency operations center and Missouri Department of Health and Senior Services Department Situation Room activation the state agencies will communicate with local ICSs/EOCs to coordinate requests and assets. A Participating Hospital that sends assistance to another Participating Hospital is referred to as a “Lending Hospital” and the receiving hospital is referred to as the “Recipient Hospital.”

B. General Coordination

1. The Lending Hospital has responsibility to consider the impact on internal services and operations prior to releasing personnel to the Receiving Hospital.
2. The Receiving Hospital will assume direction and control of the personnel, equipment and supplies from Lending Hospital during transit to and from the Receiving Hospital and during the time the personnel, equipment and supplies are at the Receiving Hospital.
3. The Receiving Hospital will reimburse each Lending Hospital for all of the Lending Hospitals costs as determined by the Lending Hospitals established regular rates. Reimbursable costs include salary and benefits for personnel; breakage, damage, replacement and return costs of equipment and supplies. These costs may also include management and administrative costs, not to exceed ten (10) percent of the total reimbursable costs.
4. The Receiving Hospital will be responsible for overtime of loaned personnel including overtime that occurs as a result of being loaned and transferred during the middle of a payroll cycle.
5. The Lending Hospital will continue to pay loaned personnel on the normal pay cycle and without break in benefit of service.
6. If possible, the loaned personnel should submit hours worked to both the Lending and Receiving Hospitals during the period of time their service has been loaned.

C. Transfer of Personnel

1. The Receiving Hospital will provide to the Lending Hospital through direct communication or through the local ICS/EOC the following information:
 - a. The number of requested personnel and specific skills requested (transferred personnel).
 - b. An estimate of how quickly the request is needed.
 - c. The location where the transferred personnel are to report.
 - d. Confirmed nutritional and sleeping accommodations for the anticipated duration of the stay for the personnel providing services to the Receiving Hospital.
 - e. The length of service and all arrangements which must be mutually agreed upon by the Lending Hospital, Receiving Hospital and loaned personnel prior to the Lending Hospital releasing personnel.
2. The arriving transferred personnel will be required to present their Lending Hospital identification badge upon arrival at the site designated by the Receiving Hospital. The Receiving Hospital will be responsible for the following:
 - a. Establishing and following procedures for the arriving transferred personnel consistent with the Joint Commission Standards and state regulations pertaining to Disaster Privileges in effect at the time of the medical disaster.
 - b. Confirming the transferred personnel's ID badge with the list of transferred personnel provided by the Lending Hospital.
 - c. Providing appropriate additional identification, e.g. "visiting personnel" badge, to the arriving transferred personnel.
3. The Receiving Hospital's designated representative shall identify where and to whom the transferred personnel are to report. Health Care Professional or management staff of the Receiving Hospital will supervise the transferred personnel in accordance with incident command structure. The Receiving Hospital's designated representative shall meet the transferred personnel at the point of entry of the facility and brief the transferred personnel of the situation and their assignments. If appropriate, the "emergency staffing" rules of the Receiving Hospital will govern assigned shifts. The shift for transferred personnel transferred personnel however, should be no longer than required by the Receiving Hospital of its own personnel in such an emergency, but should be scheduled no less than eight (8) hours per shift. Unless catastrophic circumstances exist, transferred personnel should be co-mingled with Receiving Hospital personnel at all times.

4. The Receiving Hospital will reimburse the Lending Hospital for the actual costs of the transferred personnel which shall include salary and benefits. Administrative expenses associated with the transfer to be reimbursed will not exceed 10 percent of the total costs of salary and benefits. Receiving Hospital shall be responsible for reporting data for the determination of workers' compensation rates and other related purposes as necessary.
5. The Medical Director or other authorized individual of the Receiving Hospital will be responsible for providing a mechanism for granting appropriate emergency privileges for physicians, nurses and other licensed health care providers to provide services at the Receiving Hospital that are consistent with the Joint Commission Standards and state regulations pertaining to disaster privileges in effect at the time of the medical disaster. The procedure for granting such emergency privileges to the patient's original attending physician shall be in accordance with the patient-receiving Hospital's Medical Staff Bylaws and/or Medical Staff rules and regulations.
6. The Receiving Hospital will provide and coordinate any necessary demobilization procedures and post event stress debriefing. The Receiving Hospital is responsible for providing the transferred personnel any transportation necessary for their return to the Lending Hospital.

D. Transfer of Pharmaceuticals, Supplies or Equipment

The Receiving Hospital will utilize the Lending Hospital's standard order requisition forms as documentation of the receipt of the requested materials. The Receiving Hospital is responsible for tracking the borrowed inventory and returning any non disposable equipment in good condition or paying the Lending Hospital for the cost of replacement. The Receiving Hospital will reimburse the Lending Hospital for any consumable supplies or pharmaceuticals at actual cost including a fee for management and administration associated with the transfer that shall be an amount not to exceed ten percent (10%) of the base costs of the supplies or pharmaceuticals. The Receiving Hospital will pay for all reasonable transportation fees to and from the transfer site. The Receiving Hospital is responsible for appropriate tracking, use and necessary maintenance of all borrowed pharmaceuticals, supplies and equipment during the time such items are in transit or are in the custody of the Receiving Hospital in accordance with law, and shall be responsible for risk of loss and may insure or self insure risk of loss with the right of subrogation reserved.

E. Reimbursement Under the Stafford Act.

1. Receiving Hospitals that are private nonprofit entities may be eligible for reimbursement for some of their expenses by the Federal Emergency Management Agency (FEMA) under the Stafford Act for their work associated with providing emergency medical services in a medical disaster. Each Receiving Hospital agrees to keep records required to support its own request for reimbursement under the Stafford Act and when appropriate, to substantiate and support the request for reimbursement of any other Participating Hospital using incident command system documents and other appropriate documentation.
2. All Participating Hospitals, to the extent applicable, agree that they will follow the FEMA procedures that are in effect at the time of a medical disaster that gives rise to reimbursement under the Stafford Act or its successor. At the time of the execution of this MAA, a Receiving Hospital that has paid the Lending Hospital for the services of personnel or for the use of equipment, supplies and pharmaceuticals is the hospital that is entitled to apply for reimbursement. Procedures for reimbursement are managed by the emergency management agency of the state in which a Receiving Hospital is located. Applications should be processed through the local emergency operations center or Medical Coordination Center.

F. Reimbursement Under Other Mutual Aid Agreements or Laws

Participating Hospitals may enter into other mutual aid agreements with governmental or non-governmental agencies including other hospitals and health systems during medical disasters, Participating Hospitals may be eligible for reimbursement under laws other than the Stafford Act that may be in effect at the time of a medical disaster during the effective life of this MAA. In any case, each Participating Hospital agrees to keep the records required to support its own request for reimbursement under any mutual aid agreement or law that provides for reimbursement and when appropriate, to substantiate and support the request for reimbursement of any other Participating Hospital. When a Participating Hospital is reimbursed for part or all of its expenses under other mutual aid agreement or law, it is not entitled to duplicate reimbursement from another Participating Hospital.

VIII. Transfer/Evacuation of Patients

A. Communication and Documentation

In addition to using emergency services and community resources, a request for transfer of patients may be made by the local ICS/EOC. This request may be executed directly between two parties but must be communicated to an appropriate local or state governmental entity and posted on EMResource. This is especially important during a non-declared emergency when local and state EOCs may not be activated.

In making a request to transfer through a local emergency operations or communications center, a Patient Transferring Hospital must specify the number of patients needing to be transferred, the general nature of their illness or condition, any specialized services required en-route or placement required, and the receiving hospital/facility. The Patient Transferring Hospital is responsible for providing copies of the patient's pertinent medical records, registration information and other information necessary for care to the Patient Receiving Hospital to the extent that is practicable in the context of the medical disaster.

B. Transporting Patients

The Patient Transferring Hospital requesting transfer of its patients is responsible for triage of patients to be transported and any transfer and transportation costs not otherwise reimbursable by the patient or the patient's third party payer, incurred for the transportation of its patients. The hospitals and local ICS/EOC will coordinate the transportation of patients. The Patient Transferring Hospital is responsible for transfer of extraordinary drugs or other special patient needs (e.g., equipment, blood products) along with the patient if it has them when and if requested to do so by the Patient Receiving Hospital.

C. Patient Admission

Once the patient arrives at the Patient Receiving Hospital, that hospital will designate the patient's admitting service, the admitting physician for each patient, and, if requested, the patient's original attending physician may be eligible for appropriate emergency privileges. The procedure for granting such emergency privileges to the patient's original attending physician shall be the procedures established pursuant to Paragraph VII of this MAA.

D. Payment for Patient Care

Reimbursement for care should be negotiated with each patient's insurer under the conditions for admissions without pre-certification requirements in the event of emergencies.

E. Notifications

The Participating Hospital requesting transfer of a patient is responsible for notifying and 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 relocation of the patient as soon as reasonably practical.

IX. Media Relations and Release of Information

In the event of a local or regional disaster, each Participating Hospital agrees to participate in a Joint Public Information Center under the local ICS/EOC that would be the primary source of information for the media related to a medical disaster affecting more than one Participating Hospital. During a multi regional or statewide disaster, state level agencies will coordinate establishment of the Joint information Center which will speak on behalf of the affected Participating Hospitals to assure consistent, timely flow of information to the public.

X. Role of MHA Disaster Preparedness Planning Advisory Committee

The MHA disaster preparedness planning advisory committee will do the following:

1. continue to monitor, consider and propose amendments to this MAA as may be necessary
2. consider and facilitate additional Mutual Aid Agreements that may be established with governmental or non-governmental agencies including other hospitals or health systems that are designed to enhance emergency medical care during a medical disaster.

XI. General Provisions

A. Term, Termination and Automatic Renewal of this Agreement

1. Any previous Mutual Aid Agreement (MAA) sponsored by the Missouri Hospital Association and entered into by the parties is hereby declared void and of no effect.

2. The term of this MAA is three (3) years commencing on January 1, 2011. Thereafter, for all Participating Hospitals (other than those that opt out of this MAA), the MAA will automatically renew for consecutive one (1) year terms commencing on January 1 of each year until amended or terminated. Any Participating Hospital may terminate its participation in this MAA at any time by providing written notice to MHA and all other Participating Hospitals not less than sixty (60) days prior to the effective date of such termination. The obligation of any Participating Hospital to reimburse any other Participating Hospital that was incurred under this MAA, if not satisfied, shall survive the termination of this MAA.

B. Confidentiality

Each Participating Hospital shall maintain the confidentiality of all patient health information and medical records in accordance with applicable State and Federal laws and regulations, including, but not limited to, the HIPAA privacy regulations unless such applicable laws and regulations are modified or waived by competent authority during the medical disaster in which case each Participating Hospital shall conform to the applicable laws and regulations as modified or waived.

C. Liability for Transferred Personnel, Patients, Equipment and Supplies

1. Liability claims, malpractice claims, workers compensation claims, related attorneys and other incurred costs related to transferred personnel, patients, equipment and supplies shall be the responsibility of the Receiving Hospital. Personnel and equipment shall be considered to be under the direction and control of Recipient Hospital from time of arrival thereto and through the duration of their assignment.
2. Receiving Hospital shall provide for an extension of liability and workers compensation protection to the extent permitted by law and Receiving Hospital's insurance contracts or self-insurance policies and agreements for coverage of transferred personnel and patients. Transferred personnel shall be deemed agents of the Receiving Hospital for purposes of this clause.
3. Recipient shall not assume responsibility for liability claims that may arise from or be attributable to pre-existing condition or defect of transferred equipment, supplies or medications or the failure to conduct preventive maintenance or to properly repair transferred equipment. Ownership of transferred equipment, supplies or medications shall remain in the Lending Hospital which shall be responsible for claims or injuries that may arise for such pre-existing condition or defect or failure to properly maintain such equipment. Lending Hospital shall retain the right to pursue claims against third parties as provided by law.
4. Liability claims arising during transfer of personnel, patients, supplies or equipment from a Lending Hospital to a Recipient Hospital shall be the

responsibility of the organization or entity in control of such transfer, as the case may be.

5. The provisions provided for in this paragraph XI.C. shall apply to public hospitals created pursuant to the laws of Missouri or other state where a Participating Hospital may be located only to the extent permitted by law and so as to not waive a Receiving Hospital's sovereign immunity if such Receiving Hospital has a right there to under the law.

D. Payment of Fees

Lending Hospitals must issue an invoice within 90 days of costs incurred for all compensation for equipment, supplies or personnel provided to a Receiving Hospital pursuant to this MAA. A Receiving Hospital must pay the Lending Hospital within ninety (90) days of its receipt of an invoice from the Lending Hospital for such equipment, supplies or personnel, regardless of whether the Receiving Hospital intends to submit, or submits a claim for reimbursement under the Stafford Act.

E. Amendment

This MAA may be amended in writing signed by all Participating Hospitals. Failure to agree to an amendment will result in a Participating Hospital opting out of this Mutual Aid Agreement.

F. Severability

If any of the provisions of this MAA shall be determined to be illegal or unenforceable by a court of competent jurisdiction, those provision shall be severed from this MAA and the remaining terms of this MAA shall remain in full force and effect.

G. Counterparts

This MAA may be signed in counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.

XII. Revocation of Prior MAA

This MAA revokes and renders null and void any and all prior MAA's addressing emergency preparedness entered into by a party which were developed pursuant to the state wide "ASPR Hospital Preparedness Program, CFDA 93.889" or its predecessors.

XIII. Effective Date

By the signatures below, on behalf of a given hospital such hospital agrees that it will participate in the Missouri Hospital Mutual Aid Agreement with all other signatory hospitals effective January 1, 2011, or the date of execution whichever occurs last under the terms and conditions set forth above.

PARTICIPATING HOSPITAL

HOSPITAL NAME

Signature

Title

Printed Name

Date

NOT FOR SIGNATURE

AMENDMENT TO MUTUAL AID AGREEMENT

This Amendment will serve to amend the Missouri Hospital Mutual Aid Agreement (the MAA) previously executed by _____ (Participating Hospital) and all Participating Hospitals, collectively referred to herein as the “Parties.”

WHEREAS, Participating Hospital agreed to be bound by the terms and conditions of the MAA between Participating Hospital and all Participating Hospitals, effective January 1, 2011; AND

WHEREAS, the Parties recognize that the ever changing landscape of the healthcare industry has resulted in many hospitals joining health systems; AND

WHEREAS, the Parties would like to amend the MAA to more accurately reflect the status of hospitals and acknowledge that some Participating Hospitals may be part of a health system.

NOW, THEREFORE, for good and valuable consideration herein described, the Parties agree as follows:

I. The Parties agree to amend Provision III., the definitions section of the MAA, to more accurately reflect the participation of health systems in the MAA.

A. The definition of Lending Hospital, found in Provision III. J. is supplemented with the following language:

“This definition of a Lending Hospital, and any reference to such throughout the MAA, includes any facility that is owned, operated, or managed by a hospital or health system.”

B. The definition of Participating Hospital, found in Provision III. M. is supplemented with the following language:

“This definition of a Participating Hospital, and any reference to such throughout the MAA, includes any facility that is owned, operated, or managed by a hospital or health system.”

C. The definition of Patient-Receiving Hospital, found in Provision III. O. is supplemented with the following language:

“This definition of a Patient-Receiving Hospital, and any reference to such throughout the MAA, includes any facility that is owned, operated, or managed by a hospital or health system.”

D. The definition of Patient-Transferring Hospital, found in Provision III. P. is supplemented with the following language:

“This definition of a Patient-Transferring Hospital, and any reference to such throughout the MAA, includes any facility that is owned, operated, or managed by a hospital or health system.”

E. The definition of Receiving Hospital, found in Provision III. R. is supplemented with the following language:

“This definition of a Receiving Hospital, and any reference to such throughout the MAA, includes any facility that is owned, operated, or managed by a hospital or health system.”

II. The parties agree to amend Provision VI., Communication, by adding the following communication system:

“D.Trunked Radio System – Based on the Participating Hospital’s local or regional communications infrastructure this may include 700 MHz, 800 MHz or the Missouri Statewide Interoperability Network (MOSWIN).”

III. All other terms and conditions of the MAA remain in full force and effect unless specifically changed by or in direct conflict with this Amendment.

IV. This Amendment shall be effective January 1, 2015.

By executing this Amendment, the signatory is attesting that he or she has the power to obligate his or her organization to the terms of this Amendment.

PARTICIPATING HOSPITAL

HOSPITAL NAME

Signature

Title

Printed Name

Date

js/tl

NOT FOR SIGNATURE