

DRAFT—FOR DISCUSSION
ST. LOUIS METROPOLITAN MEDICAL RESPONSE SYSTEM
HOSPITAL EMERGENCY MUTUAL AID MEMORANDUM OF UNDERSTANDING (“MOU”)

I. INTRODUCTION

As a major population center and destination, the St. Louis Bi-State Metropolitan Area is susceptible to disasters, both natural and man-made, that could exceed the resources of any individual Metropolitan hospital. A disaster could result from incidents generating an overwhelming number of patients, (e.g., major transportation accident, terrorism, 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, etc.), or from incidents such as building or plant problems resulting in the need for partial or complete evacuation.

II. PURPOSE

This MOU is a voluntary agreement among the hospitals in the St. Louis Bi-State Metropolitan area listed on Exhibit A (“participating hospitals”) to provide 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 participating hospital. This MOU also describes the relationship between the participating hospitals and the St. Louis Bi-State Metropolitan Medical Response System (“SLMMRS”) through its committee structure and area-wide communication system (“MedComm”).

III. MAINTENANCE OF INDIVIDUAL HOSPITAL’S DISASTER PROGRAM

This MOU is not intended to replace a participating hospital’s disaster plan. Each participating hospital has the responsibility for maintaining it’s 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 Emergency Incident Command System.(“HEICS”)

Additionally, each facility agrees to participate in periodic exercises conducted by SLMMRS.

IV. HOSPITAL PARTICIPATION IN THE BI-STATE MMRS HOSPITAL SUBGROUP

Each participating hospital will designate a representative to attend the St. Louis Bi-State MMRS Hospital Subgroup meetings for the purpose of developing operational procedures and coordinating mutual aid initiatives. This subgroup will send their representative(s) to the Bi-State SLMMRS Executive Committee that will foster coordination with other disaster relief and emergency medical providers and public agencies involved in disaster response efforts.

V. COMMUNICATION

In the event of a disaster MedComm serves, among other functions, as the data center for collecting and disseminating current information about equipment, bed capacity and other

participating hospital resources. As part of this MOU, each participating hospital will provide and communicate information during drills or disasters to MedComm. To accomplish this in the event of interruption of the phone system, each participating hospital will agree to use, maintain, and upgrade when necessary the equipment necessary to participate in the following communication systems:

HEAR/MERCI NETWORK – the Hospital Emergency Administrative Radio Network, operating on VHF radio frequencies 155.340 (hospital to hospital), 155.220 (ambulance to hospital), and 155.400 (incident command).

EMSYSTEM – an internet-based hospital status system used by all St. Louis Metropolitan Hospitals to report open/closed/divert status in real-time. Messaging functions via EMSYSTEM can reach all hospitals simultaneously.

EPTS – EMERGENCY PATIENT TRACKING SYSTEM – a barcode system being developed in conjunction with Raytheon which allows tracking of patients from the disaster site to the hospital. .

ROUTINE COMMUNICATION- each hospital will provide regular updates to MedComm on emergency contact people, phone and fax numbers, and other data as requested by SLMMS.

VI. LENDING AND RECEIVING HELP FROM OTHER HOSPITALS

A. 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 receipt of personnel or material resources pursuant to this MOU. This request will initially be made verbally to MedComm 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. MedComm will deliver this request to the other participating hospitals from a requesting hospital and coordinate the response to the requesting hospital.

B. PERSONNEL

Personnel employed by or contracted with the transferring hospital who are made available shall be limited to staff that are certified, licensed, privileged and/or credentialed in the transferring hospital as appropriate given such staffs' professional scope of practice. **Donated hospital staff will become the temporary, emergency employees of the recipient hospital.** Individuals who are made available to a requesting hospital shall provide proof of their professional licensure (e.g. RN, MD) to the requesting hospital. Licensed independent practitioners shall report to the requesting hospital with a copy of their license, hospital privileges 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 JCAHO 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 (~~delete~~: Missouri)

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. (See JCAHO **EC.1.4**)

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 of 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.

The recipient hospital agrees to pay the **donating hospital or** emergency personnel directly at the same rate of pay paid by the **donating hospital. (note: can we declare the personnel sent by the donating hospital our temporary employees yet not pay the employees directly???)**

C. TRANSFER OF PHARMACEUTICALS, SUPPLIES OR EQUIPMENT

The recipient hospital will utilize the transferring hospital's standard order requisition forms 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 **actual cost** plus 10%. The recipient hospital will pay for all transportation fees to and from the transfer site. 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.

VII. TRANSFER/EVACUATION OF PATIENTS

A. Communication and Documentation

In addition to using 911 and community resources, the request for transfer of patients **will** in be made **via** MedComm. 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 of the patient's pertinent medical records, registration information and other information necessary for care.

B. Transporting Patients

The transferring hospital is responsible for **triage of patients to be transported and any cost incurred for the transportation of patients. Medcomm is responsible for** coordinating the transportation of patients. The transferring hospital will also transfer extraordinary drugs or special equipment as needed by the receiving hospital and if available at the transferring hospital.

C. Supervision

Once admitted, the patient becomes the receiving hospital's patient under the care of 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.

D. 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.

VIII. AUXILIARY HOSPITAL AND CASUALTY COLLECTION LOCATIONS

Participating hospitals may be asked by Medcomm to contribute staff to an auxiliary hospital or casualty collection location on an urgent basis. These are emergency locations designed to collect, triage or treat casualties during an epidemic or other prolonged emergency situation with mass casualties. If an auxiliary hospital or casualty collection location is required, MedComm will coordinate loaning hospital personnel or resources using the same process described above.

IX. MEDIA RELATIONS AND RELEASE OF INFORMATION

Hospitals participating in this MOU agree to participate in a Joint Public Information Center that would be the primary source of information for the media related to a disaster affecting more than one hospital. Under the direction of SLMMRS, the Joint Public Information Center would be designated to speak on behalf of the participating hospitals to assure consistent messages and flow of information.

X. Miscellaneous Provisions

A. Term and termination – the term of this MOU is three (3) years commencing on _____, 2002. Any hospital may terminate its participation in this MOU at any time by providing written notice to SLMMRS and all other participating hospitals at least thirty days prior to the effective date of such termination.

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.

C. Insurance – each hospital shall maintain, at its own expense, professional, **worker's compensation** and general liability insurance coverage for itself and its respective employees and agrees to extend its insurance coverage to cover transferred employees for claims arising out of services provided by transferred employees on behalf of the recipient participating hospital.

D. Defense and Indemnification - the recipient hospital shall assume the defense and indemnification for liability claims arising from the negligent acts and omissions of transferred employees of the transferring hospital. Transferred licensed

independent practitioners who are not hospital employees will procure their own professional and general liability coverage and the recipient hospital shall not assume any defense and indemnification obligation for such personnel arising out of participation in this MOU.

E. Hold Harmless – the recipient hospital will hold harmless the transferring hospital for any liability claims, malpractice claims, disability claims, attorneys’ fees or other costs or legal action resulting from transferring hospital’s activities in mutual aid.

F. Payment of Fees – all fees for services of transferred personnel incurred under this MOU will be paid by the recipient hospital within 30 days of the date the transferred personnel provides service on behalf of the recipient hospital.

G. 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.

SIGNATURE LINE FOR EACH HOSPITAL

EXHIBIT A – NAME, ADDRESS AND REPRESENTATIVE OF EACH HOSPITAL