BALTIMORE CITY HEALTHCARE FACILITIES MUTUAL AID SYSTEM MEMORANDUM OF UNDERSTANDING KEY POINTS

The document is a voluntary agreement amongst healthcare facilities in Baltimore City, Maryland.

It addresses the relationship between and among providers and is intended to augment, not replace existing disaster preparedness plans or rules and procedures governing interactions during a disaster.

The document defines concepts, programs and organizations such as the role of the Emergency Medical Resource Center (EMRC) and the Facilities Resources Emergency Database (FRED).

The document lays out the commitment each organization will take on as a participating facility – including having a member on the Baltimore City Emergency Response Coalition who participates in City and regional emergency exercises, etc.

In the event of a local (to one facility) or regional disaster, the facilities will communicate with one another and offer assistance to the facility in need. This assistance may include supplies, equipment and personnel. It may also include the transfer of patients between facilities in the event of an evacuation.

The Patient-Receiving Facility assumes the legal and financial responsibility for transferred patients upon arrival in the Recipient Facility. The Patient-Transferring Facility assumes responsibility and liability during transport.

Personnel being offered to assist must be fully accredited or credentialed by the facility providing the staff and must have documentation (identification badges, etc.) to that effect. The Recipient Facility provides supervision and work shifts for the donated personnel to the same extent that it supervises its own staff.

Healthcare facilities receiving pharmaceutical equipment, supplies and/or personnel will reimburse the Donor Facility. In the case of equipment, each healthcare facility agrees to reimburse the donating facility for the loss, damage or destruction of equipment, which occurred while the equipment was in the possession or custody of the borrowing healthcare facility.

The document also states that no party shall assume liability for any injury (including death) to any persons, any damage to any property or other claims arising out of the acts or omissions of any other party or parties or any of such other party's or parties' agents or employees.

The document, when activated, is in effect until both the Donor Facility (the healthcare facility that provides personnel, pharmaceuticals, supplies, or equipment to the facility experiencing a medical disaster) and the Impacted Healthcare Facility (the healthcare facility where the disaster occurred or disaster victims are being treated or the facility from which patients need to be evacuated or transferred) agree to discontinue the assistance request.

The document is for a three-year term, with automatic renewal for additional one-year terms. Each party may terminate their organization's participation at any time, with or without cause with a 30-day written notice. Every notice that may be required by this Agreement shall be in writing and delivered by certified mail, return receipt requested or via a nationally recognized overnight delivery service to the addresses of the parties provided at the signature lines of this Agreement.

I. Introduction and Background

As in other parts of the nation, Baltimore City, Maryland is susceptible to disasters, both natural and man-made, that could exceed the resources of any individual facility. The possibility of an act of terrorism in the Baltimore Metropolitan Area or its immediate vicinity is considerably higher than other places in the United States due to its geographic proximity to important government, military and high profile public institutions. A disaster could result from incidents generating an overwhelming number of patients, 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 facility evacuation.

II. Purpose of Mutual Aid System Memorandum of Understanding

The Mutual Aid support concept is well established and is considered "standard of care" in most emergency response disciplines. The purpose of this Mutual Aid Support agreement is to aid healthcare facilities in their emergency management by authorizing the Healthcare Facilities Mutual Aid System (HFMAS). HFMAS addresses the loan of medical personnel, pharmaceuticals, supplies, and equipment, or assistance with emergent healthcare facility evacuation, including accepting transferred patients.

This Mutual Aid System Memorandum of Understanding (MOU) is a voluntary agreement among the healthcare facilities of Baltimore City, Maryland, for the purpose of providing mutual aid at the time of a medical disaster. For purposes of this MOU, a disaster is defined as an overwhelming incident that exceeds the effective response capability of the impacted healthcare facility or facilities. An incident of this magnitude will almost always involve the Maryland Institute of Emergency Medical Systems Services (MIEMSS), Baltimore City government, specifically the Baltimore City Health Department's Office of Public Health Preparedness and Response, the Baltimore City Office of Emergency Management, and associated support City agencies coordinated through Baltimore City government. The disaster may be an "external" or "internal" event for healthcare facilities and assumes that each affected healthcare facility's emergency management plans have been implemented.

This document addresses the relationships between and among Baltimore City healthcare facilities and is intended to augment, not replace or supersede, each facility's disaster plan or MOUs between or among healthcare systems. The MOU also provides the framework for healthcare facilities to coordinate as a single HFMAS in actions with the Baltimore City Health Department's Office of Public Health Preparedness and Response, the Baltimore City Office of Emergency Management, and associated City agencies during planning and response. This document does not replace or supersede, but rather supplements the rules and procedures governing interaction with other organizations during a disaster (e.g., law enforcement agencies, local emergency medical services, local public health department, fire departments, American Red Cross, etc.).

By signing this MOU, each Baltimore City healthcare facility is stating its intent to undertake a reasonable effort 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 healthcare facility's Emergency Management plans.

III. Definition of Terms

A. Command Post/Center

An area established in a healthcare facility where the facility's primary source of administrative authority and decision-making are located during an emergency.

B. Communication Center

The location within a healthcare facility collecting and reporting information to EMRC/FRED.

C. Donor Facility

The healthcare facility that provides personnel, pharmaceuticals, supplies, or equipment to the facility experiencing a medical disaster; also the facility receiving evacuated patients from another healthcare facility.

D. EMRC

Emergency Medical Resource Center is the communication and information center that has access to the FRED network. The EMRC is operational 24 hours a day. The EMRC does not have any decision-making or supervisory authority.

E. EOC

Emergency Operations Center – the location established by the Baltimore City Office of Emergency Management to centralize coordination of all aspects of a disaster response.

F. Emergency Incident Commander

The person assigned by each healthcare facility to give overall direction for the facility's operations.

G. FRED

Facilities Resources Emergency Database is the communication system used by hospitals, healthcare facilities, health departments and state agencies to communicate during an emergency to collect and disseminate information. It is activated according to FRED guidelines.

H. Impacted Healthcare Facility

The healthcare facility where the disaster occurred or disaster victims are being treated or the facility from which patients need to be evacuated or transferred. The impacted facility is the healthcare facility that has requested personnel or materials from

another healthcare facility.

I. JIC

A Joint Information Center is the physical location where public affairs professionals from organizations involved in incident management activities can co-locate to perform critical emergency information, crisis communications, and public affairs functions. The JIC provides the organizational structure for coordinating and disseminating official information.

J. Medical Disaster

An incident that exceeds a healthcare facility's effective response capability or cannot appropriately be resolved solely by using its own resources. Such disasters will very likely involve the Baltimore City Office of Emergency Management and the Baltimore City Health Department's Office of Public Health Preparedness and Response and may involve loan of medical and support personnel, pharmaceuticals, supplies and equipment from another facility, or the emergency evacuation of patients.

K. Partner

The designated facility that a healthcare facility or healthcare system communicates with as a facility's "first call for help" during a medical disaster (developed through an optional partnering arrangement).

L. Participating Healthcare Facility

Healthcare facilities that have fully committed to this MOU and the Baltimore City HFMAS.

M. Baltimore City Emergency Response Coalition

An association, coordinated by the Baltimore City Health Department's Office of Public Health Preparedness and Response, of the emergency preparedness representatives of the facilities who are parties to this memorandum, along with representatives from Baltimore City's Office of Emergency Management who meet at a minimum of two times each year to plan, train and exercise together in order to best assure a coordinated, timely and effective response to a disaster.

N. Patient-Transferring Facility

An impacted facility. The facility that evacuates or transfers patients to patient-receiving facility in response to a medical disaster. Also referred to as the recipient facility when personnel and materials are moved to the facility.

O. Patient-Receiving Facility

The facility that receives transferred patients from a facility responding to a disaster. When patients are evacuated or transferred, the receiving facility is referred to as the

patient-receiving facility. When personnel or materials are involved, the providing facility is referred to as the donor facility.

P. Recipient Facility

The impacted facility. The facility where disaster patients are being treated and has requested personnel or materials from another facility. Also referred to as the patient-transferring facility when evacuating/transferring patients from the facility during a medical disaster.

IV. General Principles of Understanding

A. Participating Healthcare Facility

Each healthcare facility designates a representative to attend the twice-yearly Baltimore City Emergency Response Coalition meetings and to coordinate the mutual aid initiatives with the individual healthcare facility's emergency management plans. Facilities also commit to participating in City-based emergency exercises and maintaining their radio links to EMRC.

B. Partner Facility Concept

Each healthcare facility has the option of linking to a designated partner or specialty care facilities as the healthcare facility of "first call for help" during a disaster. The healthcare facilities agreeing to become partners shall develop, prior to any medical disaster, methods for coordinating communication between themselves, responding to the media, and identifying the locations to enter their partner healthcare facility's security perimeter. Should such partner facility arrangements develop, the arrangements are to be disclosed to the Baltimore City Health Department's Office of Public Health Preparedness and Response and to the Baltimore City Office of Emergency Management upon execution.

C. Implementation of Mutual Aid Memorandum of Understanding

A healthcare facility becomes a participating healthcare facility when an authorized administrator signs the MOU. During a medical emergency, only the Emergency Incident Commander/designee at each facility has the authority to request or offer assistance through the City HFMAS. Communications between healthcare facilities for formally requesting and volunteering assistance shall be conducted among the Emergency Incident Commanders/designees.

D. Command Post/Center

The Impacted Healthcare Facility's Communication Center is responsible for informing the EMRC and the Baltimore City Health Department's Office of Public Health Preparedness and Response of its situation and defining needs that cannot be accommodated by the healthcare facility itself or any existing partner healthcare facility. Each facility's Emergency Incident Commander/designee is responsible for requesting personnel, pharmaceuticals, supplies, equipment, or authorizing the evacuation of patients for their respective facility. The Emergency Incident Commander will coordinate

both internally, and with the Donor Facility, all of the logistics involved in the Baltimore City Healthcare Facilities Mutual Aid System Memorandum of Understanding implementing assistance under this Memorandum. Logistics include identifying the number and specific location where personnel, pharmaceuticals, supplies, equipment, or patients should be sent, how to enter the security perimeter, estimated time interval to arrival and estimated return date of borrowed supplies equipment and/or personnel, etc.

E. Emergency Exercises

Each healthcare facility will participate in an annual City-based emergency preparedness exercise that includes communicating to the Baltimore City Office of Emergency Management and to the Baltimore City Health Department Office of Public Health Preparedness and Response a set of standardized data elements or indicators describing the healthcare facility's resource capacity. The EMRC may serve as an information center for recording and disseminating the type and amount of available resources at each healthcare facility. Depending upon the size and status of the disaster exercise or emergency, each healthcare facility may provide information to the EMRC through FRED (see FRED guidelines) the current status of their indicators. Participating institutions that do not have EMRC or FRED (specialty hospital providers and colleges), will be exempted from the requirement to use EMRC or FRED and will be contacted by other means available at the time of the incident. In the event of FRED inoperability, healthcare facilities will communicate needs to the Baltimore City Health Department's Office of Public Health Preparedness and Response via available redundant communication methods (phone, fax, e-mail, two-way radio).

F. Healthcare Facility Indicators

Each healthcare facility shall track and collect a set of resource measures (e.g., supplies, bed availability) that are reported through FRED during a disaster drill or actual disaster. The indicators are designed to catalogue healthcare facility's resources that could be available for other healthcare facilities during a disaster.

G. Requisition Forms

During a disaster, the Impacted Healthcare Facility will accept and honor the Donor Facility's standard requisition forms. Documentation should detail the items involved in the transaction, condition of the material prior to the loan (if applicable), and the party responsible for the material.

H. Authorization

The Impacted Healthcare Facility will have supervisory direction over the Donor Facility's staff, to the same extent that it supervises its own staff, once such staff report for duty to the Impacted Healthcare Facility. The Donor Facility is permitted to assign a supervisory staff liaison or group leader to a team of staff being deployed to the Impacted Healthcare Facility to maintain continuity of communications with the Donor Facility and to facilitate Donor staff integration into the Impacted Healthcare Facility's response.

I. Public Relations

Each healthcare facility is responsible for developing and coordinating with other healthcare facilities and relevant organizations the media response to the disaster. A Joint Information Center (JIC), involving the Baltimore City Health Department's Office of Public Health Preparedness and Response and the Baltimore City Office of Emergency Management, is to be established. Healthcare facilities are encouraged to develop and coordinate the outline of their response prior to any disaster. Partner Healthcare Facilities should be familiar with each other's mechanisms for addressing the media. This should not preclude a healthcare facility from responding to media requests directed to such facility.

J. Dissemination of Information

Each healthcare facility shall designate a person to disseminate the information regarding this Memorandum to relevant facility personnel, coordinating and evaluating the healthcare facility's participation in exercises of the mutual aid system, and incorporating the material terms of this Memorandum into the healthcare facility's emergency management plan.

K. Financial & Legal Liability

The Recipient Facility will reimburse the Donor Facility, to the extent permitted by federal law, for all of the Donor Facility's costs incurred pursuant to the terms of this Memorandum and as determined by the Donor Facility's regular rate. Costs include all use, breakage, damage, replacement, and return costs of borrowed materials, except where the Donor Facility has not provided preventive maintenance or proper repair of loaned equipment. Reimbursement will be made within 90 days following receipt of a verified invoice.

Patient-Receiving Facility assumes the legal and financial responsibility for transferred patients upon arrival into the Patient-Receiving Facility.

V. General Principles Governing Medical Operations, the Transfer of Pharmaceuticals, Supplies or Equipment or the Evacuation of Patients

A. Partner Healthcare Facility Concept

Each facility has the option of designating a partner facility that serves as the facility of "first call for help" (see lists under Clearinghouse Function). During a disaster, the requesting facility may first call its pre-arranged partner facility for personnel or material assistance or to request the evacuation of patients to the partner facility. The Donor Facility will inform its Partner Facility of the degree and time frame in which it can meet the request.

B. EMRC

The Impacted Healthcare Facility is responsible for notifying and informing the EMRC through FRED (or in the event of FRED inoperability, the Baltimore City Health Department's Office of Public Health Preparedness and Response) of its personnel or material needs or its need to evacuate or transfer patients and the degree to which its Partner Healthcare Facility is unable to meet these needs. Upon the request by the Emergency Incident Commander/designee of the Impacted Healthcare Facility, the EMRC through FRED will contact the other participating healthcare facilities to determine the availability of additional personnel or material resources including the availability of beds, as required by the situation. The Recipient Facility will be informed as to which healthcare facilities should be contacted directly for assistance that has been offered. The Emergency Incident Commander/designee of the Impacted Healthcare Facility will coordinate directly with the Emergency Incident commander/designee of the Donor or Patient-Receiving Healthcare Facility for this assistance.

C. Initiation of Transfer of Personnel, Material Resources or Patients

Only the Emergency Incident Commander/designee at each healthcare facility has the authority to initiate the transfer or receipt of personnel, material resources, or patients. Donor Facilities will make a reasonable effort to provide the requested resources. The senior administrator (or designee) and medical director of the Donor Facility, in conjunction with the directors of the affected services, will make a determination as to whether medical staff and other personnel from another facility will be required at the impacted facility to assist in patient care activities. Personnel offered by Donor Facilities should be limited to staff that are employed or credentialed in the Donor Facility. No non-employee medical/nursing/allied health persons in training should be volunteered.

In the event of the evacuation of patients, the Emergency Incident Commander/designee of the Impacted Healthcare Facility will also notify EMS of its situation and seek assistance, if necessary. Additional assistance may be requested from private ambulance companies.

VI. Specific Principles of Understanding

A. Medical Operations/Loaning Personnel

1. Communication of Request

The request for the transfer of personnel initially can be made verbally. The request, however, must be followed up with written documentation. This should ideally occur prior to the arrival of personnel at the Impacted Healthcare Facility unless extenuating circumstances prohibit this action. The Impacted Healthcare Facility will identify to the Donor Facility the following:

a. The type and number of requested personnel.
b. An estimate of how quickly the request is needed.

c. The location where they are to report.
d. An estimate of how long the personnel will be needed.

2. Arrival of Donated Personnel

The arriving donated personnel will be required to present their Donor Facility identification badge at the site designated by the Impacted Healthcare Facility's Command Center. The Impacted Healthcare Facility will be responsible for the following:

a. Meeting the arriving donated personnel.
b. Confirming the donated personnel's ID badge with the list of personnel provided by the Donor Facility and assuring it is physically apparent on the individual when working.
c. Providing additional identification, e.g., "visiting personnel" badge to the arriving donated personnel.

The Recipient Facility will accept the professional credentialing determination of the Donor Facility but only for those services for which the personnel are credentialed at the Donor Facility.

3. Supervision

The Impacted Healthcare Facility's Emergency Incident Commander/designee shall identify where and to whom the donated personnel are to report. The Impacted Healthcare Facility shall provide supervision for the donated personnel to the same extent that it supervises its own staff. The supervisor or designee will meet the donated personnel at the point of entry of the facility and brief the donated personnel of the situation and their assignments. If appropriate, the "emergency staffing" rules of the Recipient Facility will govern assigned shifts. The donated personnel's shift, however, should not be longer than the customary length practiced at the Donor Facility. The Donor Facility should designate a "team leader" amongst the donated personnel to liaison with the Donor Facility.

4. Staff Support

The Impacted Healthcare Facility shall provide Donor Facility personnel asked to work for extended periods and for multiple shifts with food, housing and/or transportation similar to that provided for the Impacted Healthcare Facility's regular staff. The costs associated with these forms of support will be borne by the Impacted Healthcare Facility.

5. Salary Costs

The Impacted Healthcare Facility will reimburse the Donor Facility for the actual cost of the donated personnel including employment taxes and employee benefits tied to the number of hours worked, provided that the personnel are employees of the Donor Facility, who are being paid at the same rate as if they had worked at the Donor Facility.

The Donor Facility will provide the Impacted Healthcare Facility with an invoice for salary reimbursement within 90 days of the incident along with all documentation necessary to substantiate the charges. This shall include an itemized list of the employees by name and department along with the actual time and date of the donated work and pay rate. The Impacted Healthcare Facility shall pay a complete, documented invoice within 90 days. Any requests to appeal an invoice or payment must occur within 180 days of the disaster.

6. Professional Credentialing

Each Healthcare Facility shall establish a mechanism for granting emergency clinical privileges for physicians, nurses and other licensed healthcare providers to provide services at the Impacted Healthcare Facility. The Donor 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.

7. Demobilization Procedures

The Impacted Healthcare Facility will provide and coordinate any necessary demobilization procedures and post-event stress debriefing. The Impacted Facility is responsible for providing the donated personnel transportation necessary for their return to the Donor Facility, if necessary.

8. Legal and financial liability

It is the intent of this Memorandum that any donated personnel will have existing medical malpractice coverage. To the extent that no medical malpractice coverage is available, an extension of liability coverage will be provided by the Recipient Facility, to the extent permitted by federal law, insofar as the donated personnel are operating within their scope of practice.

B. Use of Pharmaceuticals, Supplies or Equipment

1. Communication of Request

The request for the transfer of pharmaceuticals, supplies or equipment initially can be made verbally. The request, however, must be followed-up with a written communication. This should ideally occur prior to the receipt of any material resources at the Impacted Healthcare Facility. The Impacted Healthcare Facility will identify to the Donor Facility the following:

a. The quantity and exact type of requested items.
b. An estimate of how quickly the request is needed.
c. Time period for which the supplies, equipment and pharmaceuticals will be needed.
d. Location to which the supplies, equipment and pharmaceuticals will be needed.

The Donor Facility will identify how long it will take them to fulfill the request. Because response time is critical during a disaster response, each healthcare facility shall use its best efforts to respond to requests for supplies, equipment and/or pharmaceuticals quickly.

2. Documentation

The Impacted Healthcare Facility will honor the Donor Facility's standard order requisition form as documentation of the request and receipt of the materials. The Impacted Healthcare Facility will confirm the receipt of the material resources. The documentation will detail the following:

a. The items involved.
b. The condition of the equipment prior to the loan (if applicable).
c. The responsible parties for the borrowed material.

The Donor Facility is responsible for tracking the borrowed inventory through their standard requisition forms. Upon the return of the equipment, supplies and/or pharmaceuticals, the original invoice will be co-signed by the Impacted Healthcare Facility's designated person, recording the condition of the borrowed equipment.

If the Impacted Healthcare Facility should need to utilize the pharmaceutical or supply assets of the Veterans Administration Maryland Health Care System (VAMHCS), the Impacted Healthcare Facility will need to have executed an additional MOU with the VAMHCS, attached to this document as Appendix 3.

3. Transporting of Pharmaceuticals, Supplies or Equipment

The Impacted Healthcare Facility is responsible for coordinating transportation of Materials both to and from the Donor Facility. Coordination may involve government and/or private organizations, and the Donor Facility may also offer transport. Transportation will be provided by public or private vehicles as available. Equipment and supplies can be transported by private car or taxi pickup or available means from government and/or private organizations.

Upon request, the Impacted Healthcare Facility must return and pay any applicable transportation fees for returning or replacing all borrowed material.

4. Care of Equipment and Supplies

The Impacted Healthcare Facility is responsible for appropriate safeguarding, use and maintenance of all borrowed pharmaceuticals, supplies or equipment.

5. Costs

a. Cost of Repair/Replacement

Each Healthcare Facility agrees that it shall reimburse a Donor Facility for any loss, damage or destruction of equipment which occurred while such equipment was in the possession or custody of such Healthcare Facility.

b. Cost of Supplies and Equipment

Each Healthcare Facility shall reimburse or replace to any Donor Facility that provides such Healthcare Facility with supplies or pharmaceuticals. Payment shall be made within ninety (90) days of receipt of an invoice and supporting documentation from the Donor Facility.

c. Demobilization Procedures

The Impacted Healthcare Facility is responsible for the rehabilitation and prompt return of the borrowed equipment to the Donor Facility.

d. Cost of Use Fees

The Impacted Healthcare Facility will pay the daily use fees associated with using the Donor Facility's equipment.

C. Transfer/Evacuation of Patients

1. Transfers

All transfers will follow COBRA/EMTALA regulations, i.e., hospital will attempt to stabilize if possible unless waived by applicable law.[1]

2. Communication of Request

The request for the transfer of patients initially can be made verbally. The Request, however, must be followed-up with a written communication prior to the actual transferring of any patients. The Impacted Healthcare Facility will identify to the Donor Facility:

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.

If the Impacted Healthcare Facility is inoperable due to structural damage or is unable to provide care, coordination of the Impacted Healthcare Facility's operations will be conducted through the Baltimore City Office of Emergency Management and the Baltimore City Health Department's Office of Public Health Preparedness and

Response emergency management response agencies.

3. Documentation

The Impacted Healthcare Facility will make every effort to provide the Donor Facility with the patient's complete medical records as complete as possible at the time of transfer, insurance information and other patient information necessary for the care of the transferred patient. The Impacted Healthcare Facility will make every effort to track the destination of all patients transferred to receiving facilities.

4. Transporting of Patients

The Impacted Healthcare Facility will make every effort to coordinate and finance the transportation of patients to the Donor Facility. The point of entry will be designated by the Donor Facility's Emergency Incident Commander/designee. Once the patient is admitted, that patient becomes the Donor Facility's patient and under care of the Donor Facility's admitting physician until discharged, transferred or reassigned. The Impacted Healthcare Facility will make every effort to transfer extraordinary drugs or other special patient needs (e.g., equipment, blood products) along with the patient if requested by the Donor Facility.

Only patients will be transported by ambulance in accordance with current EMS or private ambulance patient transfer protocols. If not enough ambulances are available the Impacted Hospital will need to prioritize the patients based on need and type of transport available.

5. Notification

Whenever possible, the Impacted Healthcare Facility will make every effort to notify both the patient's surrogate/guardian and the patient's personal physician if known of the situation. The Donor Facility may assist in the notification.

6. Supervision

The Patient-Receiving Facility will designate the patient's admitting service, the admitting physician for each patient, and, if requested and necessary, will provide emergency privileges to the patient's original attending physician.

7. Financial and Legal Liability

Upon admission, the Patient-Receiving Facility is responsible for liability claims originating from the time the patient is admitted to the Patient-Receiving Facility. Reimbursement for care should be negotiated with each facility's insurer under the conditions for *admissions without pre-certification requirements* in the event of emergencies.

E. Partner Facility Concept (Optional)

Each "Partnered Healthcare Facility" should standardize a set of redundant communication modalities and contacts to facilitate communications during a disaster in conjunction with the Baltimore City Health Department's Office of Public Health Preparedness and Response and the Baltimore City Office of Emergency Management. These contacts will be updated via the City HFMAS coalition.

The procedural steps in the event of a disaster are as follows:

1. Determine the total number of patients the emergency department and Healthcare facility can accept, and if possible, the total number of patients with major and minor injuries.

2. Impacted Healthcare Facility contacts partner Healthcare Facility to determine availability of beds, equipment, supplies, and personnel. (Contacts secondary partner healthcare facility if primary healthcare facility is unable to meet needs.)

3. At the request of the Impacted Healthcare Facility, the EMRC through FRED (or the Baltimore City Health Department Office of Public Health Preparedness and Response if FRED is inoperable) will contact other healthcare facilities to alert them to the situation and to begin an inventory for any possible or actual unmet needs.

VII. Miscellaneous Provisions

A. Term

The term of this Memorandum shall be three (3) years, unless sooner terminated as provided herein. This Memorandum will automatically be renewed for successive terms of one year unless terminated sooner as provided herein.

B. Termination

1. This Memorandum may be terminated upon written agreement of the Parties hereto.

2. Each party to this Memorandum may terminate its participation hereunder, with or without cause, by providing written notice to the other parties at least thirty (30) days prior to the effective date of such termination.

C. Confidentiality

Each Healthcare Facility shall maintain the confidentially of all patient health information and medical records in accordance with applicable state and federal laws and regulations.

D. Insurance

Each Healthcare Facility shall maintain, at its own expense, for itself and its respective employees and authorized agents: Comprehensive General Liability Insurance at a minimum of $1,000,000 per occurrence and $3,000,000 in annual aggregate; and Professional Liability Insurance at a minimum of $1,000,000 per occurrence and $3,000,000 in annual aggregate.

E. Liability

No party shall assume any liability for any injury (including death) to any persons, any damage to any property, or other claim arising out of the acts or omissions of any other party or parties or any such other party's or parties' agents or employees.

F. Independent Contractors

All parties, in the performance of their respective obligations under this Agreement, shall be acting in their own individual capacities and not as an agent, employee, partner, joint venture or associate of the other parties. The employees and agents of one party shall not be deemed or construed to be the employees, agents or partners of the other parties for any purpose whatsoever. The parties expressly understand and agree that each party is an independent contractor of the other parties and that no party to this Agreement is authorized to bind any other party to any liability or obligation or to represent that it has any such authority.

G. Counterparts

This Agreement may be executed in two or more counterparts all of which shall, in the aggregate, be considered one and the same instrument.

H. Cooperation Regarding Claims and Litigation

The parties agree that to the extent permitted by their respective professional liability insurance programs, they shall provide each other with full cooperation in assisting each other, their duly authorized officers, employees, agents, representatives and attorneys in investigating, defending or litigating incidents involving circumstances which occurred during the term of this Agreement and which relate to the duties and obligations described herein, including those which were not raised until after termination of this Agreement.

Appendix 1: PRIMARY DATA COLLECTION FORM

In the event of an emergency, record the time of communication, the total number of injury victims the receiving facility can accept, and, if possible, the number of major* and minor** injury victims the facility can accept.

Date: _____

Page #: _____

Facilities (list abbreviated name of each member facility)	**Time**	**Total Number of Patients**	**Minor Injuries**	**Major Injuries**	**Comments**

* Major injury victims: Those expected to require admission and/or significant medical/ facility resources (operating room, critical care, extensive orthopedics intervention, etc.)

** Minor injury victims: Those expected to be treated and released or require very little medical/ facility resources.

Appendix 2a: SECONDARY DATA COLLECTION FORM*

If time or need permits, request the following information from the donating facility.

Facility Name: _____

Person completing form: _____

Date: _____ Time: _____

Number of Open/Available Beds		Total Available to Donate	
General medical (adult)		Respirators	
General surgical (adult)		IV Infusion Pumps	
General medical (pediatric)		Dialysis Machines	
General surgical (pediatric)		Hazmat De-contamination Equipment	
Obstetrics		MRIs	
Cardiac ICU		CT Scanners	
NICU		Hyperbaric Chamber	
PICU		Ventilators	
Burn		external pacemakers	
Psychiatric		Atropine	
Trauma		Kefzol	
OR Suites			
Skilled Nursing & Subacute Care			

* During an actual disaster or disaster drill, facilities should complete the above form with the most current information available and have this information ready for dissemination to the Baltimore City Health Department Office of Public Health Preparedness and Response, Baltimore City Office of Emergency Management, and related facilities.

Appendix 2b: SECONDARY DATA COLLECTION FORM*

Facility Name: _____

Person completing form: _____

Date: _____ Time: _____

Physician	Number of Personnel Currently Available to Loan/Donate to Partner Facility*
Anesthesiology	
Emergency Medicine	
General Surgeon	
General Medicine	
OB-GYN	
Pediatrician	
Trauma Surgeon	
Other as indicated	
Registered Nurses	
Emergency	
Critical Care	
Operating Room	
Pediatrics	
Other as indicated	
Other Personnel	
Maintenance Workers	
Mental Health Workers	
Respiratory Therapists	
Plant Engineers	
Security Personnel	
Social Workers	
Other as indicated	

* During an actual disaster or disaster drill, facilities should complete the above form with the most current information available and have this information ready for dissemination to the Baltimore City Office of Emergency Management, fire department, requesting hospitals, and the Baltimore City Health Department.

Appendix 3: Veterans Affairs Maryland Health Care System MOU

Memorandum Of Understanding
Mutual Aid Agreement for Disaster Aid

MEMORANDUM OF UNDERSTANDING
MUTUAL AGREEMENT FOR DISASTER AID

THIS AGREEMENT made and entered into this ____ day of _____ by and between the VA Maryland Health Care System and the HOSPITAL, which are hereinafter referred to as "CAMPUS MEDICAL CARE FACILITIES".

WITNESSETH

WHEREAS, the CAMPUS MEDICAL CARE FACILITIES desire a Mutual Aid Agreement for joint medical support administrating aid to victims of man- made, natural, technological, mass-casualty disasters, etc.

WHERAS, the CAMPUS MEDICAL CARE FACILITIES desire mutual support for communications, personnel and other available resources to accommodate patients' medical needs. These resources may include, but are not limited to:

a. Decontamination of contaminated victims from a Weapons of Mass Destruction (WMD) event be performed by the HOSPITAL, with the VAMHCS, primarily Baltimore VA Medical Center acting as a support facility for overflow of "clean" victims.

b. Pharmaceutical Cache (located at the Baltimore VA Medical Center) may be sent to the HOSPITAL with prior approval of the VAMHCS Director. The cache remains the property of the US Government and usage of the cache by the HOSPITAL or any third party, may require reimbursement to the VA if required by Federal law;

c. Supplies, durable goods, and equipment, alternative space needs;

d. Education and training sponsorship;

e. Mental health services, security resources, and decontamination, etc.

WHEREAS, the VA Maryland Health Care System (VAMHCS) is a Federal entity required to comply with the provisions of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 USC 5121, and the National Disaster Medical System (NDMS).

WHEREAS, the VA Maryland Health Care System (VAMHCS) must first honor its responsibilities under the Stafford Act and NDMS before it will comply with the provisions of the MOU; and,

WHEREAS, in the absence of a Presidential declaration of a nation al disaster or emergency under the Act, the VA Maryland Health Care System (VAMHCS) has authority to provide hospital care or medical services to non- VA beneficiaries as a humanitarian service in emergency cases pursuant to 38 USC 1784 but the VA Maryland Health Care System

(VAMHCS) must charge for the care provided.

NOW, THEREFORE, for and in consideration of the promises and mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. The CAMPUS MEDICAL CARE FACILITIES agree to accept from participating agencies patients who are victims of fire, explosions, or other man- made catastrophes, as stated above.

2. The CAMPUS MEDICAL CARE FACILITIES agree to provide support for communication, personnel, and other available resources to accommodate patients' medical needs.

3. The CAMPUS MEDICAL CARE FACILITIES agree that the entity, which provides the necessary medical support, will seek financial reimbursement from the patient who has received services and supplies for services and supplies rendered by the particular entity. Each facility's billing will be based upon its own assessment of the care provided and through its own accepted billing procedures.

4. The CAMPUS MEDICAL CARE FACILITIES agree that this a voluntary, good will gesture and that any prior commitments entered into between or among the parties, written or oral, are in no way affected by this Agreement.

5. It is fully agreed that in no event shall each CAMPUS MEDICAL CARE FACILITY and its respective directors, officers, agents, servants, medical staff or nurses be considered any one of the other CAMPUS MEDICAL CARE FACILITY directors, officers, agents, servants, medical staff or nurses.

6. The CAMPUS MEDICAL CARE FACILITIES agree that this agreement will be in effect for five (5) years with three (3) renewable five- year terms.

7. A party may withdraw from this Agreement without cause by notification in writing of withdrawal, delivered to the other parties by certified mail- return receipt requested no less than thirty calendar (30) days prior to the date of the withdrawal from the Agreement.

8. A party may request revision of this Agreement. However, after the execution hereof, no alteration, changes, or modification shall be binding or effective unless executed in writing and signed by all parties hereto.

9. Every notice that may be required by this Agreement shall be in writing and delivered by certified mail receipt requested to the parties at the respective address as follows:

VA Maryland Health Care System

Director
10 N. Greene Street
Baltimore, MD 21201

HOSPITAL

Chief Executive Officer
22 S. Greene Street
Baltimore, MD 21201

* All notices shall be effective upon receipt.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their officials' thereunto duty authorized.

ATTEST:

For the: Veterans Affairs Maryland Health Care System

_____ _____

Title:

Dennis H. Smith
Director, VAMHCS

ATTEST:

For The: Hospital

_____ _____

Title:

Chief Executive Officer/President

Continued from Section VI.C.1. Transfers:

[1] The Emergency Medical Treatment and Active Labor Act (EMTALA), 42 U.S.C. § 1395dd (2000), states that "[i]f an individual at a hospital has an emergency medical condition which has not been stabilized. . .the hospital may not transfer the individual." 42 U.S.C. § 1395dd(c)(1). There are several exceptions to this general rule:

> (i) the individual (or a legally responsible person acting on the individual's behalf) after being informed of the hospital's obligations. . .and of the risk of transfer, in writing requests transfer to another medical facility,
>
> (ii) a physician. . . has signed a certification that based upon the information available at the time of transfer, the medical benefits reasonably expected from the provision of appropriate medical treatment at another medical facility outweigh the increased risks to the individual and, in the case of labor, to the unborn child from effecting the transfer, or
>
> (iii) if a physician is not physically present in the emergency department at the time an individual is transferred, a qualified medical person. . .has signed a certification described in clause (ii) after a physician. . .in consultation with the person, has made the determination described in such clause, and subsequently countersigns the certification.

Furthermore, the transfer must be "an appropriate transfer. . .to that facility." Any certification (discussed in (ii) and (iii) above) "shall include a summary of the risks and benefits upon which the certification is based."

42 U.S.C. § 1395dd(c)(1)(A) & (B).

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year written below:

4/05/06

Percy Allen II
CEO, Bon Secours Hospital
2000 W. Baltimore St.
Baltimore, MD 21223-1597

DATE

4/3/06

Lawrence M. Beck
President, Good Samaritan Hospital
5601 Loch Raven Blvd.
Baltimore, MD 21239-2995

DATE

3/30/06

Joseph M. Oddis
President, Harbor Hospital
3001 South Hanover Street
Baltimore, MD 21225-1290

DATE

4/05/06

Ronald Peterson
President, Johns Hopkins Health System
733 N. Broadway BRB 104
Baltimore, MD 21205

DATE

Edward D. Miller, M.D.
Dean of Medical Faculty
CEO, Johns Hopkins Medicine
733 N. Broadway BRB 100
Baltimore, MD 21205

DATE

This Agreement has been reviewed for legal sufficiency by The Johns Hopkins Health System Corporation Legal Department.

4/5/06

Legal Department

3/30/06

Sylvia Smith-Johnson — **DATE**
Interim President/CEO
Maryland General Hospital
827 Linden Avenue
Baltimore, MD 21201-4681

3.31.06

Amy Freeman — **DATE**
Executive Vice President
Mercy Medical Center
301 St. Paul Place
2nd Fl. South
Baltimore, MD 21202-2165

3/30/06

Neil Meltzer — **DATE**
President, Sinai Hospital
2401 W. Belvedere Avenue
Baltimore, MD 21215-5271

3/31/06

Bonnie Phipps — **DATE**
President & CEO
St. Agnes Hospital
900 Caton Avenue
Baltimore, MD 21229-5299

3/30/06

Bradley S. Chambers
Chief Operating Officer
Union Memorial Hospital
201 East University Pkwy.
Baltimore, MD 21218-2895

DATE

3-30-06

Jeffrey Rivest
President & CEO
University of Maryland Medical Center
22 S. Green Street
Baltimore, MD 21201-1595

DATE

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year written below:

Bon Secours Hospital — **DATE**

Lawrence M. Beck
President, Mercy Hospital — **DATE**

Joseph M. Oddis
President, Harbor Hospital — **DATE**

Ronald Peterson
President, Johns Hopkins Health System — **DATE** 4/05/06

Edward D. Miller, M.D.
Dean of Medical Faculty
CEO, Johns Hopkins Medicine — **DATE**

Maryland General Hospital — **DATE**

Amy Freeman
Executive Vice President, Operations
Mercy Medical Center — **DATE**

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year written below:

Bon Secours Hospital — **DATE**

Lawrence M. Beck
President, Mercy Hospital — **DATE**

Joseph M. Oddis
President, Harbor Hospital — **DATE**

Ronald Peterson
President, Johns Hopkins Health System — **DATE** 11/6/06

Edward D. Miller, M.D.
Dean of Medical Faculty
CEO, Johns Hopkins Medicine — **DATE**

Maryland General Hospital — **DATE**

Amy Freeman
Executive Vice President, Operations
Mercy Medical Center — **DATE**

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year written below:

Bon Secours Hospital — **DATE**

Lawrence M. Beck
President, Mercy Hospital — **DATE**

Joseph M. Oddis
President, Harbor Hospital — **DATE**

Ronald Peterson
President, Johns Hopkins Health System — **DATE**

Edward D. Miller, M.D.
Dean of Medical Faculty
CEO, Johns Hopkins Medicine — **DATE**

Maryland General Hospital — **DATE**

Amy Freeman
Executive Vice President, Operations
Mercy Medical Center — **DATE**