

**REGION 7 HEALTHCARE COALITION
LONG-TERM CARE MUTUAL AID
MEMORANDUM OF UNDERSTANDING (“MOU”)**

I. INTRODUCTION

Health care entities are susceptible to disasters, both natural and man-made, that could exceed the resources of any individual health care entity. A disaster could result from incidents generating an overwhelming number of patients, (e.g., major transportation accident, terrorism attack, etc.), from a smaller number of patients whose specialized medical requirements exceed the resources of the impacted facility (e.g., hazmat injuries, pulmonary, trauma surgery, exposure to biological or radiological agents, etc.), or from incidents such as building or plant problems resulting in the need for partial or complete evacuation. This Memorandum of Understanding (MOU) is not a legally binding contract, but rather this MOU signifies the belief and commitment of the Participating Health Care Entities that in the event of a disaster, the medical needs of the citizens will be best met if the Participating Health Care Entities cooperate with each other and coordinate their response efforts. The Participating Health Care Entities desire to set forth the basic tenants of a cooperative and coordinated response plan in the event of a disaster. In consideration of the above, the Participating Health Care Entities agree as follows:

II. PURPOSE

This MOU is a voluntary agreement among Health Care Entities to provide mutual aid at the time of a disaster in accordance with relevant emergency management/disaster preparedness plans. For purposes of this MOU, a disaster is defined as an overwhelming incident that exceeds the effective response capability of the impacted facility, whether through mass casualties or casualties with special concerns, such as contagious disease or radiological contamination. The disaster may be an “external” or “internal” event for health care entities and assumes that each Affected Health Care Entity emergency management plan has been fully implemented. This MOU will not take effect until a disaster or an emergency has been declared by local or state authorities.

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

III. DEFINITIONS

“Affected Participating Health Care Entity” means a Participating Health Care Entity that has initiated a request for assistance that may include transferring patients to another health care entity or receiving personnel, pharmaceuticals, supplies or equipment from another Participating Health Care Entity.

“Assisting Health Care Entity” means a health care entity that receives transferred patients from or sends personnel, pharmaceuticals, supplies or equipment to an

Affected Participating Health Care Entity.

“Assisting Personnel” means personnel sent by an Assisting Health Care Entity and/or sent by local, county, or state governmental mechanisms, to provide patient care at a Participating Health Care Entity. “Intermediary Coordinating Entity (ICE)” means any organizational structure that supports medical coordination and control activities for a community, region or state. Such entities may include, but are not limited to an Emergency Operations Center (EOC), a Medical Control Authority (MCA), a Medical Coordination Center (MCC), or a Medical Command Center (MCC).

“LSA” means Life Support Agency, as that term is defined in State Legislation.

“MEMS” means “Modular Emergency Medical System,” a concept developed by the Biological Weapons Improved Response Program, under the Department of Defense Domestic Preparedness Program and adapted by regions throughout the state of Michigan.

“Participating Health Care Entity” means a health care entity that has entered into this MOU. See Exhibit A.

IV. MUTUAL AID RECEIVED BY OR PROVIDED TO A PARTICIPATING HEALTH CARE ENTITY

A. AUTHORITY AND COMMUNICATION

Only an administrator or individual designated by an administrator of an Affected Participating Health Care Entity has the authority to initiate a request for assistance, which may include transfer of patients or receipt of Assisting Personnel or material resources pursuant to this MOU. A request for assistance should be made in accordance with the local, regional, or state medical surge/MEMS plan. (generally by notifying the local emergency manager. See Exhibit B.)

B. PERSONNEL

Personnel who are employed by, contracted with, act on behalf of, or are part of the staff of an Assisting Health Care Entity who are dispatched to an Affected Participating Health Care Entity shall be limited to staff who are certified, licensed, privileged and/or credentialed at the Assisting Participating Health Care Entity as appropriate, given such staff's professional scope of practice. Assisting Personnel will function within their scope of practice at the Affected Participating Health Care Entity, but this MOU shall not be construed as creating an employee-employer relationship between the Assisting Personnel and the Affected Participating Health Care Entity for purposes of worker's compensation coverage or other labor laws.

The Assisting Health Care Entity shall prepare and send to the Affected Participating Health Care Entity a list that includes the name, licensure category or other qualifications and any specialty training of the Assisting Personnel who are being dispatched to the Affected Participating Health Care Entity. The Affected Participating Health Care Entity shall, if possible, then verify the identity of the Assisting Personnel from the Assisting Health Care Entity based on a current picture ID issued by the

Assisting Participating Health Care Entity or a state, federal or regulatory agency.

If possible, all Assisting Personnel shall report to the Affected Participating Health Care Entity, or designated community disaster relief work registration site with one of the following:

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

The Affected Participating Health Care Entity may verify this information independently and in the event of extraordinary circumstances (e.g., no means of communication or lack of resources) such verification may occur after the emergency is determined to be under control, but must be done as soon as possible. Entities that are licensed or accredited by credentialing bodies, must follow the licensing or credentialing standards relevant to their facility.

In the case of Assisting Personnel deployed to an Affected Participating Health Care Entity, the Affected Participating Health Care Entity will identify where and to whom emergency Assisting Personnel are to report and who will direct and/or supervise them. This supervisor will brief the Assisting Personnel of the situation and their assignments. The Affected Participating Health Care Entity shall maintain records of the hours worked by the Assisting Personnel and will provide and coordinate any necessary demobilization and post-event debriefing.

C. TRANSFER OF PHARMACEUTICALS, SUPPLIES OR EQUIPMENT

To ensure appropriate reimbursement, an Assisting Health Care Entity sending pharmaceuticals, supplies and/or equipment to an Affected Participating Health Care Entity will document in detail the delivery of the requested materials. The Assisting Health Care Entity is responsible for tracking the borrowed inventory and requesting the return of any non-disposable equipment, which shall be returned by the Affected Participating Health Care Entity in like condition, if possible. An Affected Participating Health Care Entity will either replace or reimburse an Assisting Health Care Facility for any consumable supplies or pharmaceuticals at actual cost. Unused supplies may be returned by the Affected Participating Health Care Entity to the Assisting Health Care

Facility provided that they are unopened and in good and usable condition. The Affected Participating Health Care Entity is responsible for appropriately tracking the use and necessary maintenance of all borrowed pharmaceuticals, supplies and equipment during the time such items are in the custody of the Affected Participating Health Care Entity, in accordance with law.

V. TRANSFER/EVACUATION OF PATIENTS

A. COMMUNICATION AND DOCUMENTATION

An Affected Participating Health Care Entity must communicate its need for assistance to a Participating Health Care Entity and 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. An Affected Participating Health Care Entity is responsible for providing the Assisting Health Care Entity with copies of the patient's pertinent medical records, registration information and other information necessary for care, if available. Any organization disclosing an individual's protected health information with any non-covered entity, as defined by the HIPAA, (e.g., the EOC or disaster relief organization) will follow the minimum necessary standard in accordance with the HIPAA framework.

Participating Health Care Entities should utilize pre-established communication and documentation in accordance with the Medical Surge/MEMS plan for the community/region.

B. TRANSPORTING PATIENTS

In the case of an evacuation, the Affected Participating Health Care Entity is responsible for triage and transportation of patients and any costs, not otherwise reimbursable by the patient, the patient's third-party payer, or government agency, incurred for their transportation. Extraordinary drugs or special equipment utilized by the patient, if available, will be transported with the patient.

If feasible, the Affected Participating Health Care Entity should inventory the patient's personal effects and valuables transported with the patient to the Assisting-Health Care Entity. The Affected Participating Health Care Entity should present the inventory list and the patient's valuables to the personnel transporting the patient, and receive a receipt for such items. The Assisting Health Care Entity should, in turn, acknowledge and sign a receipt for the valuables delivered to it.

C. SUPERVISION

Once the patient arrives at the Assisting Health Care Entity, the Assisting Health Care Entity shall become responsible for the care of the patient. If requested, the Assisting Health Care Entity assuming the care of the transferred patient may grant temporary medical staff privileges or emergency privileges, in accordance with its medical staff bylaws, to the patient's original attending physician.

D. NOTIFICATION

The Affected Participating Health Care Entity is responsible for notifying, and if applicable, obtaining transfer authorization from the patient or the patient's legal representative, as appropriate, and for notifying the patient's attending physician of the transfer and relocation of patient as soon as practical.

VI. MEDIA RELATIONS AND RELEASE OF INFORMATION

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

The Affected Participating Health Care Entity will be responsible for disseminating information to state and local public health departments, including patient names, diagnoses and other identifying information as may be needed to prevent or control the spread of the contagion and to avert imminent threats to health or safety of patients.

VII. MISCELLANEOUS PROVISIONS

A. TERM AND TERMINATION

The term of this MOU is open commencing for the Participating Health Care Entity on the date of signature affixed to this MOU document. Any Participating Health Care Entity may terminate its participation in this MOU at any time by providing written notice to the long-term care workgroup.

B. REVIEW AND AMENDMENT

This MOU shall be reviewed upon written request by a Participating Health Care Entity and may be amended by the written consent of an authorized representative for each of the Participating Health Care Entities. The MOU will be amended as necessary to comply with any new statutes, regulations, or standards promulgated by governmental entities, regulatory or accrediting bodies, including, but not limited to standards promulgated by the state licensing bureau for LTC, MDPH, and CMS. Participating Health Care Entities may convene a Review Committee to review and make MOU change recommendations to Participating Health Care Entities. The Review Committee, at a minimum, will include a representative sampling of Participating Health Care Entities.

C. CONFIDENTIALITY

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

D. REIMBURSEMENT

1. For Personnel, Supplies, Services and Equipment Provided by an Assisting Health Care Entity to an Affected Participating Health Care Entity

REVISED 8/29/2019

Where personnel, services equipment and/or pharmaceuticals are provided to an Affected Participating Health Care Entity an invoice for expenses will be submitted by the Assisting Health Care Entity to the Affected Participating Health Care Entity.

The Affected Participating Health Care Entity shall make payment for complete and reasonable invoices submitted within 120 days of receipt of such invoices.

E. OCCUPATIONAL SAFETY AND HEALTH AGENCY

Affected Participating Health Care Entities will provide appropriate Personal Protective Equipment (PPE) and decontamination equipment as available and in compliance with the Occupational Safety and Health Agency, or state OSHA if appropriate guidelines and may refer to OSHA's "Best Practices for First Responders" as needed.

F. STATE AND COUNTY CONTROL

Both the Affected and Assisting Health Care Entities agree to defer to local, state, and regional emergency planning authorities for standing orders/protocol and other instruction regarding the implementation of emergency planning and medical care. In the absence of any pre-defined standing orders/protocols, the Affected/Assisting Health Care Entities are responsible for establishing medical care protocols.

G. INSUFFICIENT RESOURCES:

When contacted, Participating Entities who lack the resources to send personnel, supplies, or equipment because of the situation at their own facility, must notify the Affected Participating Health Care Entity.

H. AUTHORITY TO SIGN

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

I. SEVERABILITY

If any term or provision of this Agreement is determined to be invalid, such invalid provisions or part thereof shall be stricken from this Agreement, and such provision shall not affect the validity of the remainder of this Agreement. If any provision or part thereof of this Agreement is stricken in accordance with the provisions of this section, then this stricken provision shall be replaced by consensus of the LTC workgroup committee.

J. HEADINGS

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

K. JURISDICTION

REVISED 8/29/2019

This Agreement will be construed in accordance with the laws of the state of Michigan.

L. ENTIRE AGREEMENT

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

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

Signature:

Date

Printed Name

Title

Health Care Entity

Phone

Email

R7 Regional Coordinator Signature

Date

R7 Asst. Regional Coordinator Signature

Date

REGION 7 HEALTHCARE COALITION CONTACT INFORMATION

OFFICE (989) 748-4975

**R7 MEDICAL COORDINATION CENTER ACTIVATION
NUMBER (989) 732-5141**

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