



MONTANA
HOSPITAL
ASSOCIATION

January 18, 2019

To whom it may concern,

Participation in the Montana Healthcare Mutual Aid System is completely voluntary. The Mutual Aid Agreement, which opens the door for being a partner in the system, establishes a standard process for requesting or providing assistance among Montana hospitals. Each facility determines their ability to respond to any request for mutual aid based on available resources and circumstances within their own facility. There is no requirement to provide assistance when requested. This agreement does not negate or replace any other agreements that a facility may have in place.

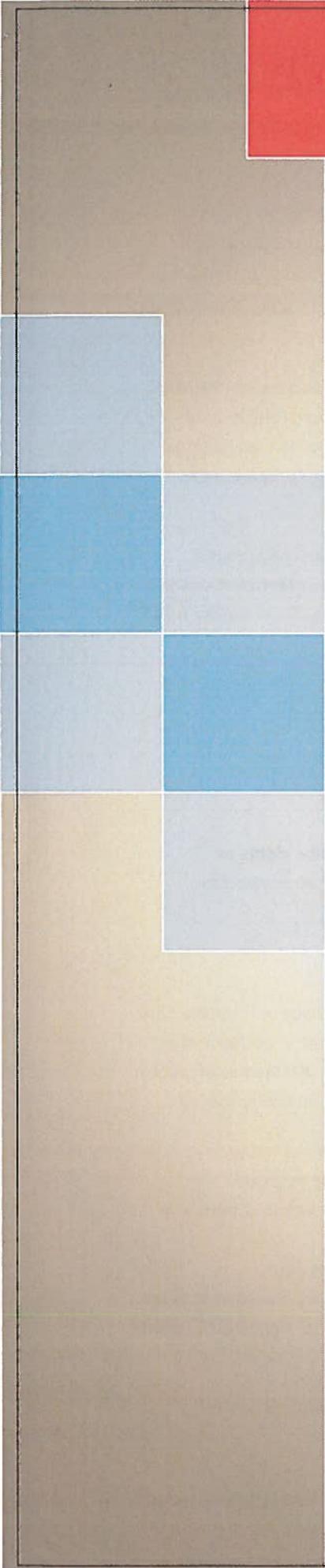
In recognition of the changes in the healthcare emergency preparedness environment, we need you to reaffirm (or join) your commitment to the system by signing the new agreement. The agreement is very similar to the one currently in use; it was reformatted a few years ago to follow the design of the Intrastate Mutual Aid Agreement used by counties and other political subdivisions in Montana. The document identifies the key elements of any agreement with specific reference to limitations, reimbursement, liabilities and documentation. The glossary has been revised to clarify terminology used in the agreement.

Please sign and return the signature page found at the end of the agreement just before the glossary section. A copy of the signature page should be retained with the agreement in your facility. The signature page should be returned to Montana Health Education and Research Foundation (MHREF), 2625 Winne Ave, Helena, MT 59601.

Rich Rasmussen
President, MHA

Don McGiboney
Healthcare Emergency Preparedness, DPHHS





Montana Healthcare Mutual Aid Agreement

MHMAS



Montana Healthcare Mutual Aid Agreement

Document Purpose

Montana is susceptible to emergencies and disasters both natural and human-caused that could exceed the resources of any individual healthcare facility within our state. These types of incidents could generate large numbers of patients requiring immediate emergency care. Cooperation between healthcare facilities is essential for the maximum use of available resources.

This document provides the framework for implementation of Montana Healthcare Mutual Aid System (MHMAS) and the development of four regional healthcare coalitions (HCCs) in Montana, Western Regional Healthcare Coalition, Central Regional Healthcare Coalition, Eastern Regional Healthcare Coalition, and South East Regional Healthcare Coalition. The development of these coalitions will allow coordination to assist with preparedness, response, recovery, and mitigation activities.

Under the Montana Healthcare Mutual Aid System (MHMAS), participating healthcare facilities may request assistance from other participating healthcare facilities to help prevent, mitigate, respond to or recover from an emergency or a disaster. Resources (personnel, assets, and equipment) of a participating healthcare facility may be made available to another participating healthcare facility under this agreement.

The Montana Healthcare Mutual Aid Agreement is composed of:

- Guidelines and procedures for implementing MHMAS:
- Actions taken in requesting aid for an emergency or disaster:
- Actions taken in responding to a request for aid.

NOTE: The Montana Healthcare Mutual Aid System (MHMAS) provides no immunity, rights or privileges to individuals that respond to an emergency that are not requested and authorized to respond by participating healthcare facilities, in accordance with the Agreement.

This guidance is limited to HCC planning, recovery, and response. This guidance does not replace or interfere with organizational emergency operation plans or jurisdictional plans for official command and control authorized by state and local emergency management agencies. It is recommended that this document be included as an annex to your healthcare organizational and jurisdictional emergency operations plan (EOP). Listed below are some planning assumptions?

- This guidance provides operational guidance for an all hazards planning approach.
- All disasters will be managed at the local level possible, supporting the whole community approach to preparedness and response.
- This document is a supplement to organizational emergency operations plan.
- Lending and receiving resources within the HCC during a response will be managed through agreements for mutual aid. Therefore, HCC members are expected to be signed participants of the mutual aid agreement.

Note: Healthcare coalitions should never replace or interfere with official command and control structure authorized by state and local emergency management.

Montana Healthcare Mutual Aid Agreement

MHMAS Mutual Aid Agreement (MAA) Participation:

The purpose of this statewide Mutual Aid Agreement (MMA) is to establish a coordinated system through which healthcare facilities throughout Montana will provide mutual aid to each other as necessary in order to support emergency medical needs in a disaster. Participation in the system is a voluntary agreement among participating healthcare facilities and does not preclude participating healthcare facilities from entering into other mutual aid agreements, nor does it replace any existing agreements.

Participating healthcare providers include:

- Hospitals
- Religious Nonmedical Health Care Institutions (RNHCIs)
- Ambulatory Surgical Centers (ASCs)
- Hospices
- Psychiatric Residential Treatment Facilities (PRTFs)
- All-Inclusive Care for the Elderly (PACE)
- Transplant Centers
- Long-Term Care Facilities (LTC)
- Intermediate Care Facilities for Individuals with Intellectual Disabilities (ICF/IID)
- Home Health Agencies (HHAs)
- Comprehensive Outpatient Rehabilitation Facilities (CORFs)
- Critical Access Hospitals (CAHs)
- Clinics, Rehabilitation Agencies, and Public Health Agencies as Providers of Outpatient Physical Therapy and Speech-Language Pathology Services
- Community Mental Health Centers (CMHCs)
- Organ Procurement Organizations (OPOs)
- Rural Health Clinics (RHCs) and Federally Qualified Health Centers (FQHCs)
- End-Stage Renal Disease (ESRD) Facilities

A disaster will almost involve one or more local emergency management agencies, this MAA 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 departments, fire departments, American Red Cross, DPHHS, DES, FEMA, etc.)

By signing this MAA, each participating healthcare facility is demonstrating a good faith effort to abide by the terms of the MAA to the extent possible in the event of a disaster, and to focus on coordinating activities between healthcare facilities.

The terms of this MAA should be incorporated into the participating healthcare facilities Emergency Operations Plan (EOP).

This MMA will help to supplement policies and procedures governing interaction between participating healthcare facilities with external organizations during a disaster.

Each facility will participate in disaster preparedness education and planning activities at the local, regional levels and within their coalition.

Allow a representative of MHREF or DPHHS to conduct education and training programs for healthcare personnel for recruiting healthcare workers for the advanced registration of volunteer healthcare workers.

Notify Montana Department of Public Health and Human Services (DPHHS) or Montana Health Resources and Education Foundation (MHREF) of any changes in hospital administrator position or designated representative position.

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Participating healthcare facilities have the option of fulfilling a request in full, in part, or not at all to the extent necessary to sustain reasonable protection of services within their own community.

Responsibilities of Healthcare Facilities:

No participating healthcare facility shall be required to provide assistance unless it determines that it has sufficient resources to do so.

Each participating healthcare facility has the following responsibilities under this agreement:

1. On an "as-needed" basis, provide aid and assistance to other participating healthcare facilities as requested.
2. Adopt and put into practice the standardized National Incident Management System (NIMS) and Hospital Incident Command System (HICS).

Request for Mutual Aid Received by or Provided to a Participating Hospital:

Request for assistance will contain the following information:

- Date and time of request
- Name, title and contact information for the person placing the request
- Name, title, and contact information of the person authorizing the request
- Resource information as applicable:
 - Type of resource
 - Amount/quantity
 - Location for resource to report/be delivered
 - Time for resource to report/be delivered and duration of assignment
- Resource assignment details including:
 - Operating conditions
 - To whom the resource will report
 - How it will be directed
 - Communications protocols
 - Other mission essential information

Upon receiving a request for assistance, the participating healthcare facility administrators and/or designees shall consider the request, determine availability and respond to the impacted healthcare facility concerning whether or not they are able to fulfill the request. If a participating healthcare facility is able to fulfill the request it shall provide the following information:

- Variations from the original request if any,
- Estimated cost of fulfilling the request, if any
- Logistical requirements to the resource, if any
- How long it will take them to fill the request

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General Coordination of Resources:

Participating healthcare facilities' resources (personnel, assets, equipment, pharmaceutical supplies) are subject to the following conditions when deployed under MHMAS:

- The *impacted* healthcare facility is responsible for directing, maintaining accountability for, and ensuring the well-being of resources deployed under MHMAS throughout the duration of the deployment:
- The *impacted* healthcare facility is responsible for securing housing and meals for healthcare personnel that are providing assistance.
- Excess resources must be released in a timely manner to reduce incident-related costs and to free up resources for other assignments
- When the resource is no longer needed, it will be promptly and safely demobilized.
- The *impacted* healthcare facility is responsible for providing demobilization instructions even if a written demobilization plan has not been developed: and,
- Upon notification that a resource is to be demobilized, the *lending* healthcare facility shall track the resource's progress from the time it is released through arrival at home base.
- The *impacted* healthcare facility is responsible for the prompt return of borrowed equipment in working order to the *lending* healthcare facility.
- The *impacted* healthcare facility is responsible for appropriate use and maintenance of all borrowed supplies or equipment.
- The *lending* healthcare facility is responsible for assuring that equipment is in good working order prior to loaning out the equipment.
- The *impacted* healthcare facility will assume direction and control of the personnel, equipment and supplies from the *lending* healthcare facility during transit to and from the *impacted* healthcare facility and during the time the personnel, equipment and supplies are at the *impacted* healthcare facility.

Process for Transfer of Personnel:

The *impacted* healthcare facilities designated representative shall identify where and to whom the transferred personnel are to report. The transferred staff shall be supervised in accordance with the incident command structure. The *impacted* healthcare facilities 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.

During the period of assistance, the *lending* healthcare facility shall continue to pay its employees according to its then prevailing ordinances, rules and regulations. The *impacted* healthcare facility shall reimburse the lending healthcare facility for all direct payroll costs and expenses incurred during the period of assistance.

- The number of requested personnel and specific requested (transferred personnel).
- As estimate of how quickly the request is needed
- Confirmed nutritional and sleeping accommodations for the anticipated duration of the stay for personnel providing services to the *impacted* healthcare facility.
- The length of service and all arrangements which must be mutually agreed upon by the *lending* healthcare facility, *impacted* healthcare facility and loaned personnel prior to the *lending* healthcare facility releasing personnel.
- The arriving transferred personnel will be required to present their *lending* healthcare identification badge upon arrival at the site designated by the *impacted* healthcare facility. The *impacted* healthcare facility will be responsible for the following:
 - Establishing and following procedures for the arriving transferred personnel consistent with regulations pertaining to Disaster Privileges at the time of the medical disaster

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- Confirming the transferred personnel's ID Badge with the list that will be sent from the *lending* healthcare facility or from DPHHS of credentialed volunteers.
- Providing appropriate additional identification, e.g. "visiting personnel" badge, to the arriving MHMAS volunteers

The *impacted* healthcare facilities designated representative shall identify where and to whom the transferred personnel are to report. The transferred staff shall be supervised in accordance with the incident command structure. The *impacted* healthcare facilities 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.

During the period of assistance, the *lending* healthcare facility shall continue to pay its employees according to its then prevailing ordinances, rules and regulations. The *impacted* healthcare facility shall reimburse the lending healthcare facility for all direct payroll costs and expenses incurred during the period of assistance.

Portability of Bona Fides:

The *impacted* healthcare facility will accept the professional credentialing and approval determination of MHMAS.

- The *lending* healthcare facility however, is responsible for sending only the personnel that have been approved by the MHMAS/CORES credentialing process.

Impacted healthcare facilities shall grant disaster privileges per their internal disaster plan(s) and/or medical staff bylaws. Facilities will ensure that volunteers are included in training drills and exercises

Worker's Compensation:

Personnel of a healthcare organization responding to or rendering assistance for a request who sustains injuries or death in the course of, and arising out of, their employment, are entitled to all applicable benefits normally available to personnel while performing their duties for their employer. All responding personnel shall remain covered under the *lending* healthcare facilities industrial insurance policy (s).

Transfer of Pharmaceuticals, Supplies, Equipment:

The *lending* healthcare facility shall be reimbursed by the impacted healthcare facility for the use of its equipment during the period of assistance at the fair market rental rates.

Material and supplies furnished by and used or damaged during the period of assistance at the cost to the *lending* healthcare facility, except to the extent that such damage is caused by the negligence of the *lending* healthcare facilities personnel. In the alternative, the lending and impacted healthcare facility may agree that the impacted facility will replace, with kind and quality as determined by the lending facility, the material and supplies used or damaged.

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Payment:

Unless otherwise mutually agreed upon, the *lending* healthcare facility shall bill the impacted facility for all reimbursable expenses with an itemized statement as soon as possible after the expenses are incurred, but no later than sixty (60) days following the period of assistance. The *impacted* facility shall pay the bill, or advise of any disputed items, within thirty (30) days of receipt of the invoice.

A healthcare facility may donate, in whole or in part, the costs associated with any loss, damage, expense or use of personnel, equipment and resources provided. If a facility elects to donate any costs, that facility shall waive, in writing, any rights to reimbursement for the costs of the resources or items donated.

Reimbursement under the Stafford Act:

Impacted healthcare entities 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 impacted healthcare entity 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 Health Care entity using incident command system documents and other appropriate documentation.

Transfer/Evacuation of Patients

The initial request for the transfer of patients may be made verbally; however, it must be followed up with a written communication document prior to the actual transferring of any patients.

The *impacted/transferring* facility will identify the following information to the donor/receiving facility:

- The number of patients that are needing to be transferred
- The general nature of the patient's illness or condition (acuity level)
- Identify type of specialized services that are required for the care of the patient (ventilator, ICU, Acute, Swing Bed, etc.)

The *impacted/transferring* facility is responsible for providing the donor/receiving facility:

- Copies of all pertinent patient information necessary for the care of the transferred patient
- The *impacted/transferring* facility is responsible for tracking the destination of all patients transferred out.
- The *impacted/transferring* facility is responsible for coordinating with the transfer of patients to the donor/receiving facility.
- The *impacted/transferring* facility is responsible for sending medications or other specialized equipment that will be needed for the care of the patients (ventilators, pumps for Enteral Feedings and supplies, etc.)
- The *impacted/transferring* facility is responsible for notifying both the patient's family and guardian for approval of the transfer and the patient's attending or personal physician of the need to transfer or relocation as soon as possible.
- The donor/receiving facility may assist in notifying the patient's family and attending or personal physician
- It is the donor/receiving facilities' responsibility to ensure that reimbursement for care of transferred patients should be negotiated with each facility's insurer under the conditions for admissions without pre-certification requirements in the event emergencies
- Once the patient arrives at the receiving, healthcare entity that hospital will designate the patient is 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 the Mutual Aid Agreement.

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Liability:

The *impacted* healthcare facility will assume legal responsibility for the personnel, supplies, and equipment for the duration of the loan, except where prohibited by federal law (as with Indian Health Services' facilities, HIS)

An extension of liability coverage will be provided by the *impacted* healthcare facility in so far as donated personnel are operating within their scope of practice at the direction of the impacted facility except where prohibited by federal law (as with Indian Health Service's facilities, IHS).

The *impacted* healthcare facility will hold harmless the *lending* healthcare facility for acts of negligence or omission on the part of the *impacted* facility that may lead claim against the lending facility in its good faith response for assistance during an emergency or disaster.

The *impacted* healthcare facility is responsible for liability claims arising from the use of borrowed supplies and equipment except, where the *lending* healthcare facility has not provided preventive maintenance or proper repair of loaned equipment that resulted in patient injury

Confidentiality:

Each participating healthcare entity shall maintain 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 healthcare entity shall conform to the applicable laws and regulations as modified or waived.

Documentation:

Participating healthcare facilities are encouraged to use the HICS forms listed below to document the exchange of personnel, equipment, supplies, and transfer of patients in a disaster:

- HICS 252-Section Personnel Time Sheet
- HICS 253-Volunteer Registration
- HICS 255-Disaster Victim/Patient Tracking
- HICS 255 Master Patient Evacuation Tracking
- HICS 257-Resource Accounting Record
- HICS-260 Patient Evacuation Tracking

Montana Healthcare Mutual Aid Agreement

Montana Healthcare Mutual Aid Agreement (MHMAS)

By signing this MMA, each participating healthcare facility is evidencing its intent to abide by the terms of the Mutual Aid Agreement in the event of a medical disaster as described. The terms are to be incorporated into each Participating Facility's emergency management plan.

Name of Participating Healthcare Facility

Signature of Administrator

Printed Name Administrator

Date

Signature of Hospital Representative

Printed Name of Hospital Representative

Contact Number of Hospital Representative

E-Mail of Hospital Representative