INDIANA HOSPITAL MUTUAL AID AGREEMENT
2013

This Mutual Aid Agreement (MAA) by and between the Executing Hospital and any other hospital in Indiana or a contiguous state that signs an identical MAA (Other Hospitals). The Executing Hospital and the Other Hospitals are collectively referred to as the "Participating Hospitals".

RECITALS

WHEREAS, this MAA is not a legally binding contract but rather a statement of principles which signify the belief and commitment of the Participating Hospitals that in an Event, the medical needs of the community will be best met if the Participating Hospitals cooperate with one another and coordinate their response efforts;

WHEREAS, the Participating Hospitals desire to set forth the basic tenets of a cooperative and coordinated response plan to facilitate the immediate sharing of district resources in an Event;

WHEREAS, the Participating Hospitals acknowledge that any Participating Hospital may from time to time find it necessary to evacuate and/or transfer patients due to the occurrence of an Event;

WHEREAS, the Participating Hospitals further acknowledge that any Participating Hospital may from time to time lack the staff, equipment, supplies and other essential services to optimally meet the needs of patients due to the occurrence of an Event;

WHEREAS, each Participating Hospital acknowledges that at any time it may, as a result of an Event: (i) need assistance as an Affected hospital or (ii) be able to render aid as an Assisting Hospital,

WHEREAS, the Participating Hospitals have determined that a Mutual Aid Agreement, developed prior to a sudden and immediate disaster, is needed to facilitate communication between the Participating Hospitals and to coordinate the transfer of patients and the sharing of staff, equipment, supplies and other essential services in an Event;

WHEREAS, Participating Hospitals recognize that an Event may impact hospitals in both Indiana and in contiguous states, and desire to extend the Mutual Aid Agreement to include hospitals in contiguous states that wish to participate in a coordinated response;

NOW THEREFORE, in consideration of the above recitals, the Participating Hospitals agree as follows:

ARTICLE I
Defined Terms

The terms used throughout the MAA shall have the meaning set forth below:

a. **Accepting Hospital** – A hospital accepting patient transfers from a Referring Hospital during an Event.

b. **Affected Hospital** - A Participating Hospital impacted by an Event.

c. **Assisting Hospital** - A Participating Hospital which provides aid such as supplies, equipment and personnel to another Participating Hospital under the terms of this agreement.

d. **Deeming Authority** - An accrediting organization recognized by the Centers for Medicare and Medicaid Services (CMS) under Section 1865 of the Social Security Act and implementing regulations. Examples of a Deeming Authority are The Joint Commission (TJC), the American Osteopathic Association's Healthcare Facilities Accreditation Program (HFAP), and the Det Norske Veritas National Integrated Accreditation for Healthcare Organizations (DNV/NIAHO).

e. **Designated Representative** - The individual or position designated by each Participating Hospital to act as a liaison with the Affected Hospital. In an Hospital Incident Command System (HICS) structure this person may also serve as the Liaison Officer during an Event.

f. **Disaster** - A major incident occurring or imminent within a Participating Hospital and/or the surrounding community, which does, or is expected to, overwhelm the facility's ability to function as a health care delivery organization. Such a situation typically requires the notification of external organizations such as emergency management, local emergency response agencies, public health and the responsible regulatory agencies. However, activation of the Mutual Aid Agreement does not require prior action on the part of these agencies. Disasters include, but are not limited to, natural disasters, man-made disasters, and major disruptions to public utilities, civil unrest, or acts of terrorism. A disaster may affect the entire facility, or only a portion of the facility or its health care staff.

g. **Districts** – The ten districts formed jointly between the Indiana Department of Homeland Security and the Indiana State Department of Health.

h. **Emergency Management** - Local, region, state or federal emergency management agencies or representatives.

i. **Emergency Operations Plan** - The hospital's emergency operating plans, guidelines, procedures, checklists, HICS structure and other pre-planned strategies for handling potential emergencies that could affect the institution. Such plans may be part of the planning and response program required by a Deeming Authority.

j. **ESF-8** – The Emergency Support Function-8 is defined in the current National Response Framework. ESF-8 is the "health and medical" functional area.

k. **Evacuation** - The process of moving patients, staff, records, supplies and/or materials either from the Affected Hospital, or from a portion of an Affected Hospital, due to an Event that threatens life or the ability of the Affected Hospital to function safely as a health care delivery organization.

l. **Event** – What would be considered any disaster, catastrophe, mass casualty incident, public health emergency or similar disruptive event that results in a facility state of emergency as determined by a hospital's Incident Commander; or is formally declared by a unit of local, State, or the federal government.

m. **Hospital** – Any hospital, healthcare facility or institutional healthcare provider which is licensed by the Indiana State Department of Health; or in a contiguous state which is licensed by the appropriate regulatory agency to operate in that state; or by the federal government.

n. **Hospital Incident Command System (HICS)** - The hospital's leadership and organizational structure, as provided for in the Participating Hospital's Emergency Operations Plan. The HICS may or may not look like the routine management structure, may have to be tailored to the time or day and day of week, the Event or hazard vulnerability presenting at the moment, and the anticipated duration of the Event. The HICS system would ideally be compatible with NIMS, especially as it interfaces with external agencies and emergency management.

o. **Incident Commander (IC)** – A hospital designee in charge of a Participating Hospital's Emergency Operations Plan. The IC is usually the leader of the facility's HICS organizational structure when the plan is activated. As examples this may typically include, but is not limited to, such positions as the Chief Executive Officer, Chief Operating Officer, House Supervisor or Emergency Preparedness Coordinator.

p. **Indiana Hospital Preparedness Planning Committee (IHPPC)** - The committee that was formed through the Hospital Preparedness Program to plan and coordinate between and among the hospitals and healthcare related agencies in a defined district of the state of Indiana.

q. **Indiana Radio System** - A statewide radio system that is in every acute care hospital, health department, a number of other healthcare providers, the state Emergency Operation Center (EOC), and the ISDH Preparedness Department's Operation Center.

r. **Licensed Independent Practitioner (LIP)** – An individual permitted by law and by the Hospital to provide care and services, without direction or supervision, within the scope of the individual's license and consistent with individually granted clinical privileges, as defined by Deeming Authority standards.

s. **NRF** - The *National Response Framework* published by the U.S. Department for Homeland Security. This is the primary emergency planning document for the federal government, and includes implementation of the NIMS system.

t. **NIMS** - The *National Incident Management System*, as defined in the National Response Framework (NRF) published by the U.S. Department for Homeland Security (DHS).

u. **Participating Hospital** - A hospital or healthcare system that has agreed to provide mutual aid under the terms of this MAA.

v. **Party** - Any Participating Hospital whose signatory has signed this MAA (also collectively referred to as Parties).

w. **Preparedness Branch** - The Public Health Preparedness & Emergency Response division of the Public Health and Preparedness Commission of the Indiana Department for Health.

x. **Public Health Emergency** - Usually a formal declaration by local, state or federal public health officials that there is a threat to the health and welfare of the general public requiring emergency actions to control and/or respond to the presenting situation.

y. **Receiving Hospital** - A hospital which has requested aid such as supplies, equipment and personnel under the terms of this MAA. A Receiving Hospital may or may not also be an Accepting Hospital.

z. **Referring Hospital** - A hospital transferring a patient to an Accepting Hospital during an Event.

ARTICLE II
Communication Between Participating Hospitals During an Event

1. In an Event, Participating Hospitals agree to communicate and coordinate their response efforts. This is likely to occur through their Designated Representatives or Emergency Management. This would be done in accordance with this MAA and IHPPC plans; and where they exist and might apply through regional transfer protocols, policies and procedures.

2. In an Event, the following are considered for planning purposes as redundant forms of two-way emergency communications which are available to most Participating Hospitals. Where applicable, access numbers or access addresses should be listed on the information sheet in Exhibit A.

   a. The public telephone switching network (hard wired or VoIP);

   b. Base station and portable radio equipment to local EMS, EM, Dispatch, Operation Centers, other hospitals, etc.

   c. Fax;

   d. Email;

   e. The Indiana Radio System;

   f. WebEOC;

   g. HAM radio systems;

   h. Videoconferencing.

3. These systems should be used or tested on a regular basis to make sure that they operate as expected, and that personnel are familiar with the operation and protocols of each system.

4. The Participating Hospital agrees to regularly participate in district and state programs to test these alternative communications channels and systems as appropriate.

ARTICLE III
Hospital Responsibilities

1. Each Participating Hospital has the following responsibilities under this agreement:

   a. On an as-needed basis, and subject to the limitations in Article V, provide aid and assistance to other Participating Hospitals as requested.

   b. Identify and inventory the current services, equipment, supplies, personnel and other resources relating to planning, prevention, mitigation, response, and recovery activities of the Participating Hospital. Such listings, often part of the facility's Emergency Operations Plan, will assist in providing a more rapid and efficient response to requests for assistance.

   c. Develop an internal Emergency Operations Plan that not only meets any applicable Deeming Authority requirements, but includes an HICS structure which is compatible with NIMS. This approach will facilitate a more rapid and efficient response to a request for assistance. It also will better prepare the Participating Hospital should it suffer an Event, and potentially need assistance.

2. All Participating Hospitals should comply to the extent possible during an Event with applicable EMTALA patient transfer laws and regulations, related state laws and regulations; as well as with patient confidentiality laws and regulations, including HIPAA privacy and security provisions, to the extent possible and as may be exempted during an Event.

3. **COOP** - Participating Hospitals should consider developing an internal *Continuity of Operations Plan* (COOP) that will outline their potential strategies for sustaining operations during an Event, even when key personnel, facilities and systems are no longer available.

ARTICLE IV
Implementation

1. **Requests for Assistance** - A Participating Hospital may request the assistance of any other Participating Hospital in preparing for, responding to, mitigating, and recovering from Events that result in a need for additional assistance. Requests for assistance would normally be made through the Chief Executive Officer, Chief Operating Officer, or Chief Financial Officer of Participating Hospitals, *or an*

authorized Designated Representative. Requests may be verbal, written, faxed or emailed. A verbal request should normally be followed by written documentation as soon as is practical so there is an audit trail to assist with potential insurance or disaster cost recovery.

2. **Supervision and Control** - When providing assistance under the terms of this Mutual Aid Agreement, the personnel, equipment, and resources of any Assisting Hospital delivered to and operating at the Requesting Hospital will be under the operational control of the Requesting Hospital.

   a. The Requesting Hospital will advise the Assisting Hospital concerning where its personnel are to report.

   b. While deployed at the Requesting Hospital, the Assisting Hospital's personnel should normally maintain their own daily personal time and expense records in a form and style specified or approved by the Assisting Hospital. These should be turned in to and maintained by the Assisting Hospital to assist with payroll and potential insurance or disaster cost recovery.

   c. The Assisting Hospital should keep a daily log of vehicles, equipment and materiel *sent to* the Requesting Hospital, and *received back* from the Requesting Hospital. Since it could impact on the amount of, or eligibility for, financial recovery that might be available, it would be prudent to note on the records the condition, type, size and/or model of the item being passed.

   d. When the Assisting Hospital is sending personnel, equipment, supplies, pharmaceuticals or other assets, it would normally be the responsibility of the Assisting Hospital to arrange for safe and efficient transportation of these materials to the Receiving Hospital since the Receiving Hospital may not be able to handle this due to the nature of the Event it is facing.

3. **Credentials and Privileging** - During an Event, and in keeping its internal Emergency Operations Plan(s) and/or medical staff bylaws, the Receiving Hospital may consider the Assisting Hospital as an external medical credential verifications organization and accept on an emergency basis the credentials of the licensed practitioners who are dispatched as the result of a request for assistance under this MAA.

   a. The Assisting Hospital's practitioners, including Licensed Independent Practitioners (LIPs), should present a valid driver's license and ID card from the Assisting Hospital to the Receiving Hospital, before being placed into service or allowed to render patient care, in compliance with applicable Deemed Authority standards.

   b. Other medical staff should similarly present a copy of their current professional certification card or license (as applicable), a valid driver's license, and their ID card from the Assisting Hospital to the Receiving Hospital, before being placed into service or allowed to render patient care

c. Non-certified or licensed personnel from the Assisting Hospital should present their valid driver's license and their ID card from the Assisting Hospital to the Receiving Hospital before being placed into service.

4. **Food, Housing, and Self-Sufficiency** - Unless specifically instructed otherwise, the Receiving Hospital will be responsible for providing food and housing for the personnel of the Assisting Hospital from the time of their arrival at the designated location to the time of their departure. However, Assisting Hospital personnel and equipment should be, to the greatest extent possible, self-sufficient while working in the Event area. The Receiving Hospital should also provide a situational and special procedure briefing, and just-in-time instruction on personal safety practices, for personnel from the Assisting Hospital.

5. **Transfer and Acceptance of Hospital Patients** - At times, assistance for the immediate transfer and acceptance of patients from one Hospital to another may be required. Under this MAA, the Referring Hospital must contact the Accepting Hospital and provide as much information as possible regarding the numbers and types of patients to be transferred. The Accepting Hospital will accept these patients based solely upon its ability to provide the care needed to the patients, and not on the patient's ability to pay for services, or the requirements of the patient's insurer.

6. **Logistics and Patient Movement** - The Referring Hospital is responsible for the arrangement of the transportation of the patients, and will send all records, test results, x-rays, etc., unless it would result in a delay that could increase the risk of the transfer, delay the safe evacuation of the Hospital, or delay the treatment of other persons affected by the Event. At a minimum, if no patient identification band is attached, the patient's name, identification number, and any known medication allergies should be written with a permanent marker directly on the patient's arm. If records are not transferred with the patient, they should be transferred as soon as possible.

7. **Term of Deployment -** With the exception of inter-facility patient transfers, the initial duration of the request for assistance is forty-eight (48) hours, but may be extended or shortened as needed by either the Receiving Hospital or the Assisting Hospital under Article IV 1. At least twenty-four (24) hour advance notification of intent to withdraw personnel or resources will be provided to the Receiving Hospital unless such notice is not practicable, in which case the Assisting Hospital will provide as much notice as possible.

ARTICLE V
Limitations

1. A Participating Hospital's obligation to provide assistance in the preparation for, response to, and recovery from an emergency is subject to the following conditions:

   a. The Receiving Hospital should have either declared an internal emergency, or is involved in an external disaster, which has been declared by the Receiving Hospital's IC, a local governmental unit, the state, or the federal government.

   b. An Assisting Hospital may withhold resources to the extent necessary to provide reasonable protection and services for or within its own facility.

   c. During the term of assistance, the personnel of an Assisting Hospital will continue to be subject to the human resources policies and procedures of the Assisting hospital. However, the personnel of an Assisting Hospital will be under the supervision and control of the appropriate officials of the Requesting Hospital, and will follow the medical protocols and standard operating procedures of the Requesting Hospital.

   d. Assets and equipment of an Assisting Hospital will be considered "loaned equipment" for the purpose of this MAA, and the Receiving Hospital will ensure the safe and medically prudent operation of said equipment by appropriately licensed, trained and professional personnel. The Receiving Hospital will clean and disinfect, or otherwise remove any potentially infectious materials on the loaned equipment before returning it to the Assisting Hospital.

ARTICLE VI
Reimbursement Procedures

1. A Receiving Hospital will reimburse the Assisting Hospital rendering aid under this MAA, including deployment-related costs. All such costs must be documented in order to be eligible for reimbursement. Under its sole discretion, an Assisting Hospital may decide to donate assets of any kind to a Receiving Hospital.

2. Within 30 days of termination of assistance, an Assisting Hospital should provide a written notice to the Receiving Hospital of its intention as to whether or not it will seek reimbursement from the Receiving Hospital. The written notification must include a brief summary of the services provided, an estimated total amount to be requested for the Receiving Hospital's budgeting purposes, and an official point-of-contact or financial representative. The Receiving Hospital will acknowledge receipt of each notification in writing once the required documentation has been provided.

3. Within 60 days of the termination of assistance, the Assisting Hospital should prepare and submit a completed request for reimbursement to the Receiving

Hospital for any of the categories of reimbursable expenses set forth below in Article VI. This request will consist of:

a. A cover letter summarizing the assistance provided and requesting reimbursement for expenses incurred. The financial representative responsible for the request should be identified as the point-of-contact for ongoing questions.

b. A copy of the written request for assistance, if there is one.

c. A single invoice listing resources provided with the total cost.

d. Supporting documentation (copies of invoices, travel claims, etc.).

4. Should a dispute arise between parties regarding reimbursement, the parties should make every effort to resolve the dispute within 30 days of the receipt of the written notice of the dispute by the Hospital asserting non-compliance. In the event that the dispute is not resolved within 90 days of the written notice, either Hospital may request the resolution of the dispute by arbitration. Any arbitration under this provision should be conducted under the commercial arbitration rules of the American Arbitration Association.

5. Unless otherwise agreed to between the Assisting and Receiving Hospital, the Assisting Hospital should provide its assistance at its cost and should not mark-up or otherwise increase its invoice to the Receiving Hospital for reimbursement. Cost should not include the benefit costs or payroll taxes for personnel as provided under Article VI, Section 1.

6. Unless the hospitals agree otherwise, the Receiving Hospital should coordinate and submit all billings, applications, or submissions to third parties such as government agencies (e.g. FEMA) or relief organizations.

ARTICLE VII
Reimbursable Expenses

1. The terms and conditions governing reimbursement for any assistance provided pursuant to this agreement will be in accordance with the following provisions, unless otherwise agreed upon by the Receiving and Assisting Hospitals in writing:

a. **Personnel** – During the period of assistance, the Assisting Hospital will continue to pay its employees according to its then prevailing rules and regulations and employment policies. The Receiving Hospital will reimburse the Assisting Hospital for all direct payroll costs and expenses incurred during the period of assistance.

b. **Equipment** – The Assisting Hospital will be reimbursed by the Receiving Hospital for damage caused by the Receiving Hospital's use of the Assisting Hospital's equipment during the period of assistance. To the extent it can, the Receiving Hospital will maintain all equipment provided to it by an Assisting Hospital(s) in safe and operational condition. If it

cannot do so, it will advise the Assisting Hospital of its inability to do so, so the Assisting Hospital can act to protect or service its equipment.

c. **Materials and Supplies** – The Assisting Hospital will be reimbursed for all materials and supplies furnished by it and used or damaged during the period of assistance, unless such damage is caused by gross negligence, bad faith, or willful misconduct of the Assisting Hospital or its personnel. In the alternative, the Parties may agree that the Receiving Hospital will replace, with the kind and quality as determined by the Assisting Hospital, the materials and supplies used or damaged.

d. **Recordkeeping** – The Assisting Hospital will maintain records and submit invoices for reimbursement to the Receiving Hospital in accordance with this MAA and its own existing policies and practices.

e. **Waiver of Reimbursement** – A hospital may assume or donate, in whole or in part, the costs associated with any loss, damage, expense or use of personnel, equipment and resources provided and will waive in writing any rights to reimbursement for the costs of the resources or items donated.

ARTICLE VIII
Workers' Compensation

An Assisting Hospital's personnel who sustain injuries or death in the course of, or arising out of, an emergency or disaster will be entitled to all applicable benefits normally available to personnel while performing their duties for their employer. All responding personnel will remain covered under the Assisting Hospital's industrial insurance policy(s) at all times.

ARTICLE IX
Severability

Should a court of competent jurisdiction rule any portion, section or subsection of this MAA invalid, that fact will not affect or invalidate any other portion, section or subsection; and all remaining portions, sections or subsections will remain in full force and effect.

ARTICLE X
Termination

The undersigned hospital or health care entity may, at any time, terminate its participation in this MAA by providing 60 days written notice to the Indiana Hospital Association (IHA). The IHA will notify all Participating Hospitals and the Preparedness Division of ISDH of any changes. A Hospital's withdrawal from this MAA will not affect its reimbursement obligations or any other liability or obligation incurred under the terms of this MAA.

ARTICLE XI
Custodian of Executed Mutual Aid Agreements

The IHA will be the custodian of all executed copies and counterparts of this MAA. It will provide to each party a listing of all signatories and will be responsible for notifying the Participating Hospitals of any change in participation status of each Hospital.

ARTICLE XII
Counterparts and Amendments

This Mutual Aid Agreement may be executed in any number of counterparts, each of which together will constitute one and the same instrument. This MAA may be modified at any time upon the mutual written consent of all parties.

ARTICLE XIII
Non-Employed Medical Staff

1. In an Event, Participating Hospitals agree to inform their non-employee medical staff members of any requests for assistance and offer them the opportunity to volunteer their professional services. The Participating Hospitals shall cooperate with each other to provide in a timely manner the information necessary to verify employment status, licensure and training necessary for such volunteers to receive emergency credentials.

2. When implemented by the state, the Participating Hospital will make a reasonable good-faith effort to participate in and support the state and national Emergency System for the Advanced Registration of Volunteer Healthcare Professionals (ESAR-VHP) and the Medical Reserve Corps (MRC).

ARTICLE XIV
Miscellaneous Provisions

1. This MAA, together with the attached exhibits, constitutes the entire agreement between the Participating Hospitals.
2. Exhibits are anticipated to be updated periodically, but any update to an Exhibit will not change the agreed upon language of the MAA itself.
3. Amendments to this MAA must be in writing and signed by the Participating Hospitals.
4. Nothing in this MAA shall be construed as limiting the rights of the Participating Hospitals to affiliate or contract with any other entity operating a hospital or other health care facility on either a limited or general basis while this agreement is in effect. This MAA is not intended to establish a preferred status for patients of any Affected Hospital.
5. As stated in the Recitals, the parties hereunder agree that this is not a legally binding contract and is only for the purposes for Participating Hospitals to cooperate with one another and coordinate their response efforts.

ARTICLE XV
Signatures

The person executing this Mutual Aid Agreement on behalf of the Participating Hospital hereby represents and warrants that he/she has the right, power, legal capacity, and appropriate authority to enter into this Mutual Aid Agreement on behalf of the Participating Hospital for which they sign.

Executing Hospital Name

_____

Signed Date

_____

Executing Member's Printed Name, Title

Retain the entire MAA with Exhibit A, and fax or email a signed copy of this page and Exhibit A to:

Spencer Grover, Vice President
Indiana Hospital Association
One American Square Suite 1900
Indianapolis, IN 46282

Fax: 317-633-4875

Email: sgrover@ihaconnect.org

EXHIBIT A
DEMOGRAPHIC AND FACILITY CONTACT INFORMATION

Facility's Name: _____

Facility's *Physical* Address: _____

Facility's *Mailing* Address: _____

County: _____ City: _____ State:_____ Zip: _____

Hospital Preparedness Program District #: _____ Time Zone: [ ] ET [ ] CT

Facility Type: _____ #Beds: _____

Has an ED? [ ] Yes [ ] No Trauma Center: [ ] Yes [ ] No

24 hour switchboard number: _____

24-hour monitored fax number: _____
This fax is located at: [ ]ED [ ]Switchboard [ ]Admin [ ]Lab [ ]Other:_____

24 hour direct ED number: _____

24 hour direct ED FAX number (if not shown above): _____

Hospital Operation Center direct phone number: _____

Hospital Operation Center direct (closest) fax: _____

Hospital Operation Center Email address (if any):_____

KEY PERSONNEL CONTACT INFORMATION

Name of Emergency Preparedness Coordinator: _____

Title for Emergency Preparedness Coordinator: _____

Contact Number for Emergency Preparedness Coordinator: _____

After-Hours Contact Number for Emergency Preparedness Coordinator: _____

E-Mail for Emergency Preparedness Coordinator: _____

Name of Back-up Individual: _____

Title of Back-up Individual: _____

Contact Number Back-up Individual: _____

After-Hours Contact Back-up Individual: _____

E-Mail of Back-up Individual: _____