

Delaware Valley
Regional Health Care Organization
Mutual Aid Agreement

Introduction and Background

This Mutual Aid Agreement (MAA) is entered into by and between the undersigned healthcare organizations located in the Delaware Valley Region. The parties intend by this MAA to establish a mutually beneficial partnership.

As in other parts of the nation, the Delaware Valley is susceptible to disasters, both natural and man-made, that could exceed the resources of any individual healthcare organization. A disaster could result from incidents generating an overwhelming number of patients, from a smaller number of patients whose specialized medical requirements exceed the resources of the impacted healthcare organization (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 healthcare organization evacuation. The signatories of this document commit that they will use their best efforts to work together to meet the challenges to patient care that may arise in connection with such disasters regardless of the cause or event.

This Agreement establishes provisions under which each healthcare organization will endeavor to send or receiving patients in the event of a partial or total healthcare facility evacuation in an emergency situation. The evacuation of any of the participating healthcare organizations would occur only in extreme emergencies which would render a participating healthcare facility, or a portion of a participating healthcare facility, unusable for patient care.

Historically, in 2003 as part of a regional planning process, the region's hospitals established a similar mutual aid agreement organized by Emergency Healthcare Support Zone (EHSZ) with the assistance of the Delaware Valley Healthcare Council (DVHC). Additional collaborative relationships have also been established with the hospitals and coordinating organizations for Southern New Jersey as well as Northern Delaware. The intent of this document is to establish a regional level mutual aid agreement that extends across EHSZ, County and state geo-political boundaries as well as across the continuum of healthcare delivery organizations from acute care, to long term care, as well as to home care and ambulatory care organizations.

Definition of Terms

- a) Evacuation: The process of moving patients from a healthcare organization or facility due to an external or internal disaster that threatens life, safety of patients and/or the ability of the sending healthcare organization to provide health care services.
- b) EHSZ: A Delaware Valley Healthcare Council structure that aids in the planning and coordination of medical facilities and resources for mass casualty incidents or large-scale disasters requiring the involvement of more than one hospital or medical facility within a community or region.

Acronyms

- a) EMTALA: Emergency Medical Treatment and Active Labor Act
- b) HIPAA: Health Insurance Portability and Accountability Act
- c) EHSZ: Emergency Healthcare Support Zone
- d) DVHC: The Delaware Valley Healthcare Council of the Hospital and Healthcare Association of Pennsylvania.

Recitals

WHEREAS, this Agreement represents the commitment of the undersigned that in the event of a disaster, the medical needs of the community will be best met if the undersigned healthcare organizations use their best efforts to cooperate with each other and coordinate their response efforts.

WHEREAS, the undersigned desire to set forth the basic tenants of a cooperative and coordinated response plan in the event of a disaster.

WHEREAS, the goal of this document is establish that the undersigned will use their best efforts to mutually work together to assist each other consistent with their abilities to do so during a disaster.

Now, THEREFORE, in order to provide for continuation of care of patients of the healthcare organizations within the region, the undersigned healthcare organizations hereby mutually agree as follows:

Article I

Ongoing communication absent a disaster

The undersigned healthcare organizations will:

- 1.1.1 Identify a primary point-of-contact and a back up individual for ongoing communication purposes. These individuals will be responsible for determining the distribution of information within their healthcare organizations. The organization will provide an update upon any change of these points of contacts, as well as upon request.
- 1.1.2 Participate to the extent possible and practical in regional training, exercises and “disaster drills” to establish and maintain core organizational competency in the processes and means of communication and coordination that would be utilized during the alerting, response and recovery phases of a disaster.

Article II

Communication between the undersigned healthcare organization during a disaster

The undersigned healthcare organizations will use their best efforts to:

- 2.1.1 Communicate and coordinate ongoing their efforts to respond to a disaster via their designated Liaison Officers, Public Information Officers, and/or the healthcare organization’s and facility’s Incident Commander.
- 2.1.2 Receive alert information via the appropriate coordinating organization.
- 2.1.3 Communicate with each other by whatever means available such as phone, fax, email and other technologies.
- 2.1.4 Participate in a Joint Information Center (JIC) during a disaster to allow their public relations personnel to communicate with each other and release consistent community and media educational/advisory messages.

Article III

Staff, Medical Supplies, and Pharmaceutical Supplies

- 3.1.1 Each participating healthcare organization, on as-needed basis, will use their best efforts to provide aid and assistance to other participating healthcare organizations as requested. However, no participating healthcare organization will be required

- to provide assistance unless its incident commander/administrator determines that it has sufficient resources to do so.
- 3.1.2 In the event of a disaster, when staff is available at one of the undersigned healthcare organizations and lacking at another, the undersigned healthcare organizations, with the available staff, will provide patients with necessary treatment and services during an emergency, provided such assistance will not negatively impact the ability of such healthcare organization to care for its own patients.
 - 3.1.3 Each healthcare organization agrees to work cooperatively to endeavor to provide that patient care is not unduly interrupted, and will work to coordinate care between their respective medical staffs, or to grant temporary privileges to practitioners based on pertinent laws, regulations, standards, policies and procedures.
 - 3.1.4 In the event that needed supplies, to include pharmaceuticals, are available at one of the undersigned healthcare organizations and lacking at another, the undersigned organization, with the available supplies, will, when requested, use their best efforts to share these to help the other organization to provide patients with necessary treatment and services during an emergency, provided such will not negatively impact the ability of such healthcare organization to care for its own patients.
 - 3.1.5 In the event that needed equipment such as ventilators or infusion pumps are available at one of the undersigned healthcare organizations and lacking at another, the undersigned healthcare organization with the availability will use their best efforts to share equipment to help the other to provide necessary treatment and services during an emergency, provided such will not negatively impact the ability of such healthcare organization to care for its own patients.
 - 3.1.6 The above staff, supply and equipment sharing will occur in cooperation between the incident commanders and/or administration or their designated liaison at the involved undersigned hospitals. All involved parties must be in agreement prior to any sharing of resources.
 - 3.1.7 Supplies and equipment of a sending healthcare organization will be considered loaned equipment for the purpose of this Agreement, and the receiving healthcare organization will ensure the safe and prudent operation of said supplies and equipment by appropriately licensed, trained and professional personnel. The receiving healthcare organization will clean and disinfect, or otherwise remove any potentially infectious materials on the loaned equipment before returning it in the same working condition, to the sending healthcare organization. Likewise any supplies consumed will be replaced by the receiving hospital.

- 3.1.8 The receiving healthcare organization will assume financial responsibility for the personnel, pharmaceuticals, supplies and equipment from the sending healthcare organization. The receiving healthcare organization will reimburse the sending healthcare organization, to the extent permitted by federal law, for all of the sending healthcare organization's direct costs in providing personnel, pharmaceuticals, equipment, or supplies. Costs include all use, breakage, damage, replacement, and return costs of borrowed materials, for personnel injuries that result in disability, loss of salary, and best expenses. The sending healthcare organization will provide the receiving healthcare organization with an invoice for the costs of the donated personnel, pharmaceuticals, equipment, and supplies. The receiving healthcare organization will reimburse the sending healthcare organization within 90 days following receipt of the invoice.

Article IV

Forced evacuation of an undersigned healthcare organization

- 4.1.1 Subject to medical capability, space and staffing availability, each healthcare organization agrees to use its best efforts to accept a sending healthcare organization's patients in the event of an emergency evacuation. Patients should be evacuated to facilities providing the most appropriate level of care. The sending to a higher level of care is appropriate if guided by the need to do so based on the medical condition.
- 4.1.2 In the event of an evacuation, the affected (sending) healthcare organization will coordinate with their respective local Emergency Management Agency to assist with identifying facilities with available capacity and organizing appropriate transportation for the evacuation and distribution of patients to the identified healthcare organizations with available capacity and medical capability.
- 4.1.3 If the receiving hospital does not have the medical capability and/or available capacity, it may decline to accept a particular patient.
- 4.1.4 The sending facility will provide the receiving facility with as much advance notice information and documentation possible under the circumstances for patients being transported to the receiving facility.
- 4.1.5 The sending facility will bear responsibility for un-reimbursed fees associated with patient transportation.
- 4.1.6 The receiving facility will provide medically necessary healthcare services for patients that may be transported to them subject to 4.1.1. Each receiving facility will follow their procedures for admission and care of patients. Additionally, the receiving facilities may discharge patients received in accordance with its normal procedures.
- 4.1.7 The services will be provided at the receiving facility's prevailing rates. The sending facility shall not be obligated to pay any charges imposed by the receiving facility unless

such liability would exist separate and apart from this Agreement. The receiving facility will collect such charges from the patient or the patient's third party payer.

- 4.1.8 The sending healthcare organization agrees to readmit patients when services are restored at the sending healthcare organization.
- 4.1.9 The parties hereto agree that they will not discriminate against any patient affected by this Agreement on the basis of race, age, creed, color, sex, national origin, sexual orientation, inability to pay or disability.
- 4.1.10 The undersigned will comply to the extent possible and applicable, with EMTALA laws and regulations, related state laws and regulations, as well as with patient confidentiality laws and regulations, including HIPAA privacy and security provisions.

Article V *Miscellaneous Provisions*

- 5.1.1 Except as may be required by Federal law and regulations applicable to Federal facilities, the laws of the Commonwealth of Pennsylvania shall govern this Agreement. Any changes in the governing laws, rules, and regulations during the terms of this contract shall apply, but do not require an amendment.
- 5.1.2 Nothing contained herein is intended to permit practitioners who have not been granted privileges within a particular healthcare organization the right to practice therein without first having obtained clinical privileges from the healthcare organization in accordance with its policies and procedures.
- 5.1.3 This Agreement represents the entirety of the agreement between the parties with respect to the subject matter hereof and may not be amended except by written notice forwarded to the DVHC
- 5.1.4 As to each healthcare organization, the term of this Agreement will commence on the date that this Agreement is signed by the healthcare organization, and will continue in full force and effect, regardless of personnel or ownership changes, unless terminated.
- 5.1.5 An individual healthcare organization may elect to terminate their participation in this Agreement by providing thirty (30) days written notice to the DVHC who will then notify in writing all other participating organizations.
- 5.1.6 This document is not exclusive. Healthcare organizations may sign other outside memorandums of understandings/mutual aid agreements.

- 5.1.7 The master copy of this Agreement will be maintained and coordinated by the DVHC. A list of signatory organizations will be distributed to the designated healthcare organization “disaster” point of contact and the office of the signatory on a semi-annual basis.
- 5.1.8 This Mutual Aid Agreement is intended only to set forth the present intent of the undersigned parties. The parties acknowledge and agree that no actions may be brought in connection with this Agreement and that in the event any action is brought by a party with respect to any other provision of this Agreement, the party bringing such action shall indemnify the other parties from any and all costs and expenses (including attorneys’ fees) arising from such claim.

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Mutual Aid Agreement

The undersigned agrees to the attached Delaware Valley Regional Health Care Organization Mutual Aid Agreement on behalf of _____ (Healthcare Organization).

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

Signature

Printed Name and Title

Healthcare Organization

Date