

UINTAH BASIN REGION HEALTHCARE PREPAREDNESS COALITION

Inter-Healthcare Provider Master Mutual Aid Agreement

An Agreement to Facilitate:
Personnel and Staff Sharing During Disasters;
Equipment, Supplies and Pharmaceutical Sharing During Disasters;
Transfer of Patients During Disasters.

ARTICLE I - INTRODUCTION

During time of disaster or large scale contagious event such as a terrorist attack, earthquake or pandemic flu, Healthcare Providers and other healthcare providers will depend on cooperative working Agreements with other Healthcare Providers, healthcare facilities and other medical providers. All manners of need for cooperation cannot be foreseen until the time of the event. However, it is reasonable to predict, based upon lessons learned, that cooperation in the following areas will be needed:

1. Personnel and staff sharing;
2. Equipment, supplies and pharmaceutical sharing;
3. Transfer of patients to appropriate facilities that can continue care;
4. Administrative functions.

While the Utah Healthcare Provider and Health Systems Association and the Healthcare Provider community have long standing Agreements to help our fellow citizens, visitors and providers during times of crisis, it is time to formalize these Agreements. There are several reasons for this which include, but are not limited to: (a) ensuring that any faulty presumptions are clarified; (b) ensuring that the understandings will continue in force even if personnel or other institutional processes change; and (c) providing documentation for accreditation agencies, standards organizations and the community at large, regarding the high level of commitment that the Healthcare Provider community has regarding preparedness.

This cooperative working Agreement shall provide for mutual assistance among the participating Healthcare Providers, other healthcare facilities and other medical providers (herein referred to as *healthcare providers*) in the prevention of, response to, and recovery from, any disaster that results in a formal state of emergency subject to the State's criteria for declaration.

ARTICLE II - DEFINITIONS

The following terms are defined exclusively as they are referred to within this Agreement. These definitions shall not be construed, carried over or otherwise applied to other documents, plans or procedures that are not an explicit counterpart of this instrument.

- 1 **Healthcare provider(s)** – is inclusive of any participating healthcare provider within the geographical boundaries of Uintah, Duchesne, and Daggett Counties in Utah; any other healthcare facility which is owned or operated by a Healthcare provider within the geographical boundaries of Uintah, Duchesne, and Daggett Counties, and any medical provider who is employed by any participating healthcare facility within the geographical boundaries of Uintah, Duchesne, and Daggett Counties in Utah.
- 2 **Participating Healthcare Provider(s)** – A Healthcare Provider that has signed this instrument and has agreed to provide mutual aid under the terms of this Agreement.
- 3 **Assisting Healthcare Provider(s)** – A Healthcare Provider that is the provider of aid to another Healthcare Provider under the terms of this Agreement.
- 4 **Receiving Healthcare Provider(s)** – A Healthcare Provider that has requested mutual aid under the terms of this Agreement.

ARTICLE III – RESPONSIBILITIES OF HEALTHCARE PROVIDERS

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

Each participating Healthcare Provider has the following responsibilities under this Agreement:

- 1 On an as-needed basis, provide aid and assistance to other participating Healthcare Providers as requested.
- 2 Identify and inventory the current services, equipment, supplies, personnel and other resources relating to planning, prevention mitigation response and recovery activities of the participating Healthcare Providers via an **identified resource tool**.
- 3 Adopt and put into practice the standardized National Incident Management System (NIMS) and Hospital Incident Command System (HICS).

ARTICLE IV - IMPLEMENTATION

A participating Healthcare Provider may request the assistance of any other participating Healthcare Provider in preventing, responding to, mitigating, and recovering from emergencies or disasters that result in a need for additional assistance. Requests for assistance shall be made through the Chief Executive Officer of a participating Healthcare Provider or a designee. Requests may either be verbal, written or emailed. A written request will follow all verbal requests as soon as is practicable.

1. **SUPERVISION AND CONTROL:** When providing assistance under the terms of this Agreement, the personnel, equipment and resources of any Assisting Healthcare

Provider will be under the operational control of the Requesting Healthcare Provider, which shall advise supervisory personnel of the Assisting Healthcare Provider concerning assignments.

The Assisting Healthcare Provider shall: maintain daily personnel time records, material records, and a log of equipment sent to the requesting Healthcare Provider. The Assisting Healthcare Provider's personnel and other resources shall remain subject to recall by the Assisting Healthcare Provider at any time, subject to reasonable notice to the Requesting Healthcare Provider. At least twenty-four hour advance notification of intent to withdraw personnel or resources shall be provided to the Requesting Healthcare Provider unless such notice is not practicable, in which case the Assisting Healthcare Provider shall provide as much notice as possible.

2. **CREDENTIALS AND PRIVLEDGING:** During any internal or external emergency or declared disaster, the Requesting Healthcare Provider shall consider the assisting facility as an external medical credential verifications organization (CVO) and accept the credentials of the practitioner(s) who are dispatched as the result of a formal request for assistance under this Agreement. The Assisting Healthcare Provider's practitioner(s) shall present a copy of their current Utah License, driver's license, and ID card from the Assisting Healthcare Provider, to the Requesting Healthcare Provider, before being placed into service or allowed to render care.

The requesting Healthcare Provider shall grant disaster privileges per their internal disaster plan(s) and or medical staff bylaws.

3. **FOOD, HOUSING AND SELF-SUFFICIENCY:** Unless specifically instructed otherwise, the Requesting Healthcare Provider shall have the responsibility of providing food and housing for the personnel of the Assisting Healthcare Provider from the time of their arrival at the designated location to the time of their departure. However, Assisting Healthcare Provider personnel and equipment should be, to the greatest extent possible, self-sufficient while working in the emergency or disaster area.

4. **TRANSFER AND ACCEPTANCE OF HEALTHCARE PROVIDER PATIENTS:** There may be times when the assistance required is the immediate transfer and acceptance of patients from one Healthcare Provider to another. Under this Agreement, the Requesting Healthcare Provider must contact the Assisting Healthcare Provider and provide as much information as possible regarding the numbers and types of patients that are to be transferred. The Assisting Healthcare Provider shall accept these patients solely on the ability to provide the care needed to the transferred patient(s) and not on the requirements of the patient's specific provider network (PPO, HMO, etc) or the patient's ability to pay for services.

After a patient is transferred, the receiving Healthcare Provider assumes all responsibilities for that patient's care. Each Healthcare Provider shall be responsible for billing the patient or the patient's agent or representative only for services that are rendered by that Healthcare Provider. Neither party shall look to the other party to pay

for services rendered to the patient transferred by virtue of this Agreement, except to the extent that such liability would exist separate and apart from this Agreement.

5. **LOGISTICS AND PATIENT MOVEMENT:** The Requesting Healthcare Provider is responsible for arranging for the transportation of the patient and shall send all records, test results, x-rays, and any other information, unless this would result in a delay that could increase the risk of the transfer, delay the safe evacuation of the Healthcare Provider, or delay the treatment of other person's involved in the disaster or emergency. At a minimum, the patient's name and identification number should be written with a permanent marker directly onto the patient's arm. If records are not transferred with the patient, they should be transferred as soon as possible.

If the Assisting Healthcare Provider is sending personnel, equipment, supplies or pharmaceuticals, it shall arrange for the safe and efficient transportation of these materials to the Requesting Healthcare Provider.

6. **COMMUNICATION:** Unless specifically instructed otherwise, the Requesting Healthcare Provider shall have the responsibility for coordinating communication with the personnel of the Assisting Healthcare Provider and the Requesting Healthcare Provider. Assisting Healthcare Provider personnel should be prepared to furnish equipment (e.g. cell phones) to maintain communication among their respective operating units.

7. **TERM OF DEPLOYMENT:** With the exception of the inter-facility patient transfers, the initial duration of the request for assistance is normally five (5) days and may be extended or shortened, as necessary.

ARTICLE V – LIMITATIONS

A Healthcare Provider's obligation to provide assistance in the prevention of, response to and recovery from an emergency is subject to the following conditions:

1. The Healthcare Provider requesting assistance must have either declared an internal disaster/emergency or is involved in an external disaster which has been declared by the State.
2. An Assisting Healthcare Provider may withhold resources to the extent necessary to provide reasonable protection and services for or within its own facility.
3. Personnel of an Assisting Healthcare Provider shall continue under the human resource policies and procedures of their Healthcare Provider to include: medical protocols; standard operating procedures; and other protocols. On an operational basis, however, assisting personnel shall be under the control of the appropriate officials within the incident management system of the Requesting Healthcare Provider receiving the assistance.

4. Assets and equipment of an Assisting Healthcare Provider shall be considered “loaned equipment” for the purpose of this Agreement and the Requesting Healthcare Provider shall ensure the safe and medically prudent operation of said equipment by appropriately licensed, trained and professional personnel.

ARTICLE VI – INDEMNIFICATION

The Requesting Healthcare Provider shall Indemnify and hold harmless the Assisting Healthcare Provider and its affiliates and its respective shareholders, members, partners, directors, officers, employees and agents from all claims, actions, costs, debts, damages, or suits, arising from the performance by the Assisting Healthcare Provider of its duties pursuant to this Agreement, any breach of this Agreement by the Assisting Healthcare Provider, or any act or omission by the Assisting Healthcare Provider, and from all related costs, legal fees, expenses and other liabilities incurred in connection with such claims, actions or lawsuits. This covenant shall be deemed continuing and shall survive any termination or expiration of this Agreement, including the Government Immunity Act provisions.

ARTICLE VII – REIMBURSEMENT AND DISPUTES REGARDING REIMBURSEMENT

Any Requesting Healthcare Provider shall reimburse the Assisting Healthcare Provider rendering aid under this system. A Healthcare Provider providing assistance may determine to donate assets of any kind to a Requesting Healthcare Provider.

The Requesting Healthcare Provider will reimburse the Assisting Healthcare Provider for deployment related costs as outlined in the Agreement. All such costs must be well documented in order to be eligible for reimbursement.

Within 30 days of termination of assistance, each Assisting Healthcare Provider will provide notice to the Requesting Healthcare Provider of its intention whether or not to seek reimbursement. Such notification should include a brief summary of the services provided, an estimated total amount to be requested (the Requesting Healthcare Provider will need this for budgeting purposes), and an official point-of-contact or finance representative who will be responsible for the request. The Requesting Healthcare Provider shall officially acknowledge receipt of each letter of notification once the required documentation has been provided.

The Assisting Healthcare Provider will then prepare and submit a request for reimbursement to the Requesting Healthcare Provider within 60 days of the termination of assistance if the intent of the Assisting Healthcare Provider is to seek reimbursement. This request shall consist of:

- A cover letter summarizing the assistance provided under this Agreement and officially requesting reimbursement for expenses incurred. The finance

representative responsible for the request should be identified as the point-of-contact for ongoing questions.

- A copy of the written request for assistance.
- A single invoice listing resources provided with the total cost.
- Supporting documentation (copies of invoices, travel claims, etc.)

Should a dispute arise between parties to the Agreement regarding reimbursement, involved parties will make every effort to resolve any dispute within 30 days of the written notice of the dispute by the Healthcare Provider asserting non compliance. In the event that the dispute is not resolved within 90 days of the notice of dispute, either Healthcare Provider may request the dispute be solved through binding arbitration, which shall be conducted in Salt Lake City, Utah, in accordance with the American Health Lawyers Association of Alternative Dispute Resolution Service Rules of Procedure for Arbitration. Judgement on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

SECTION VIII – REIMBURSABLE EXPENSES

The terms and conditions governing reimbursements for any assistance provided pursuant to this Agreement shall be in accordance with the following provisions, unless otherwise agreed upon by the Requesting and Assisting Healthcare Providers and specified in writing.

1. **PERSONNEL:** During the period of assistance, the Assisting Healthcare Provider shall continue to pay its employees according to its then prevailing ordinances, rules and regulations. The Requesting Healthcare Provider shall reimburse the Assisting Healthcare Provider for all direct payroll costs and expenses incurred during the period of assistance.
2. **EQUIPMENT:** The Assisting Healthcare Provider shall be reimbursed by the Requesting Healthcare Provider for the use of its equipment during the period of assistance at the fair market rental rates.
3. **MATERIALS AND SUPPLIES:** The Assisting Healthcare Provider shall be reimbursed for all materials and supplies furnished by it and used or damaged during the period of assistance at the cost to the Assisting Healthcare Provider, except to the extent that such damage is caused by the negligence of the Assisting Healthcare Provider's personnel. In the alternative, the Assisting and Requesting Healthcare Providers may agree that the Requesting Healthcare Provider will replace, with the kind and quality as determined by the Assisting Healthcare Provider, the materials and supplies used or damaged.
4. **RECORD KEEPING:** The Assisting Healthcare Provider shall maintain records and submit invoices for reimbursement to the Requesting Healthcare Provider in accordance with existing policies and practices.
5. **PAYMENT:** Unless otherwise mutually agreed upon, the Assisting Healthcare Provider shall bill the Requesting Healthcare Provider for all reimbursable expenses with an itemized statement as soon as practicable after the expenses are incurred, but not later than sixty (60) days following the period of assistance. The Requesting Healthcare Provider shall pay the bill, or advise of

any disputed items, within thirty (30) days of receipt of the invoice, subject to the procedures in Section VII.

6. **WAIVER OF REIMBURSEMENT:** A Healthcare Provider 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. If a Healthcare Provider elects to assume or donate any costs, that Healthcare Provider shall waive, in writing, any rights to reimbursement for the costs of the resources or items donated.

ARTICLE IX – WORKER’S COMPENSATION

Personnel of a Healthcare Provider responding to or rendering assistance for a request who sustain 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 Assisting Healthcare Provider’s industrial insurance policy(s).

ARTICLE X – SEVERABILITY

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

ARTICLE XI – TERMINATION

The undersigned Healthcare Provider or healthcare entity may, at any time, terminate its participation in this Agreement by providing sixty (60) days written notice to the Utah Healthcare Provider Association. The Utah Healthcare Provider Association shall notify all Healthcare Providers within the State of the effective change in status. A Healthcare Provider’s withdrawal from the Agreement shall not affect its reimbursement obligations or any other liability or obligations incurred under the terms of this Agreement.

ARTICLE XII – COUNTERPARTS AND AMENDMENTS

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

ARTICLE XIII– SIGNATURE

The person executing this Agreement on behalf of the Healthcare Provider(s), and on behalf of their respective agency(ies), hereby represents and warrants that he or she has the right, power, legal capacity and appropriate authority to enter into this Agreement on behalf of the entity for which he or she signs.

Signature

Date

Name of Healthcare Provider (or Healthcare Provider Group)

Printed Name and Title of Person Who Signed

Signature

Date

Name of Healthcare Provider (or Healthcare Provider Group)

Printed Name and Title of Person Who Signed

Signature

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