STATE MEDICAL RESPONSE SYSTEM
MS Healthcare Coalition Members,
Hospitals and Licensed Healthcare Providers
Memorandum of Understanding
Among
The Mississippi State Department of Health's
Office of Emergency Planning and Response,
And

_____

(Name of Entity, Facility, Agency)

I. Introduction and Background

Mississippi is susceptible to disasters, both natural and man-made, that could exceed the resources of any individual healthcare facility. A disaster could result from incidents generating an overwhelming number of patients to incidents generating a smaller number of patients whose specialized medical requirements exceed the resources of the nearest facility. It is critical that Mississippi plan for response to mass casualty disaster events involving a critical increase in the surge of persons seeking assistance and healthcare. These plans must incorporate the role of healthcare and supporting SMRS and Coalition members in any disaster response effort whether related to terrorism or natural causes. Priority areas should include patient/client and staff care provisions such as medications, vaccines, care, and feeding; personal protective equipment; patient/client isolation; decontamination; and communications. Plans must be exercised regularly.

II. Purpose of Memorandum of Understanding

The purpose of this Memorandum of Understanding (MOU) is to provide for enhanced emergency management practices by authorizing the State Medical Response System (hereinafter SMRS) and by developing an active and robust healthcare coalition. The SMRS provides a formal framework for establishing a coalition or pact among individual hospitals or healthcare systems and supporting coalition members in order to facilitate joint actions, each in their own self-interest, and joining forces for a common cause in events which could disrupt the delivery of healthcare. Additionally, the SMRS addresses the loan of medical personnel, pharmaceuticals, supplies, and equipment or assistance with emergent hospital evacuation, including accepting transferred patients/clients.

This MOU is a voluntary agreement among Mississippi hospitals or healthcare systems and supporting coalition members for the purpose of extending privileges during a disaster. For purposes of this MOU a disaster is defined as an overwhelming incident that exceeds the effective response capability of the impacted health care facility or facilities. An incident of this magnitude will almost always involve the Mississippi Emergency Management Agency (MEMA) and the Mississippi State Department of Health (MSDH). The disaster may be an "external" or "internal" event for healthcare facilities and assumes that each affected facilities' emergency management plans have been fully implemented.

This document addresses the relationships between and among hospitals and is intended to augment, not replace, each facility's disaster plan. The MOU also provides the framework for healthcare facilities to coordinate as a single community in actions with MEMA, MSDH, and the Mississippi Hospital Association's Health, Research & Education Foundation (MHA-F) during planning and response. This document does not replace, but rather supplements, the rules and procedures governing interaction with other organizations during a disaster (e.g., law enforcement agencies, the local emergency medical services, local public health department, fire departments, American Red Cross).

By signing this MOU each healthcare facility is indicating its intent to abide by the terms of the MOU in the event of a medical disaster as described above. The terms of this MOU are to be incorporated into each hospital's emergency management plans.

III. Definition of Terms

ACS	Alternate Care Site. An area that is not traditionally used to provide patient or client care or an alternate facility separate from a healthcare facilities' s campus where emergency care may be provided.
Advanced AHCOE	Advanced All Hazards Center of Excellence is a hospital facility with greater than 150 licensed beds that has agreed to serve as a regional resource in a MSDH health district for mass casualty events and has received additional training, equipment assistance to serve in that capacity.
AHCOE	All Hazards Center of Excellence is a hospital facility with fewer than 150 licensed beds that has agreed to serve as a resource in a MSDH health district for mass casualty events and that has received training, equipment assistance to serve in that capacity.
Command Post	An area in a facility that is the facility's primary source of administrative authority and decision-making during an emergency. Emergency Operations Center (EOC)
Donor Facility	The facility that provides personnel, pharmaceuticals, supplies, or equipment to a facility experiencing a medical disaster.
EMAC	Emergency Management Assistance Compact-mutual aid agreement among states and territories of the United States. It enables states to share resources during natural and man-made disasters, including terrorism.
ESF-8	Emergency Support Function – 8. Roles and responsibilities related to public health and medical care as outlined in the Mississippi Comprehensive Emergency Management Plan.
Impacted Facility	The facility where the disaster occurred or disaster victims are being treated. This facility may also be referred to as the recipient facility

	when pharmaceuticals, supplies, or equipment are requested or as the patient/client-transferring facility when the evacuation of patients/clients is required.
ICS	Incident Management System-event management system
Level of Participation:	The level at which an individual facility has determined that it will participate in the State Medical Response System. For example, a facility may choose to only be signatory to the Facility to Facility portion and be a Partner or "Buddy" with another facility or the Coalition, or it may choose to continue to participate in the Advanced All Hazards Center of Excellence or All Hazards Center of Excellence program, SMAT Participating facility or any combination of the aforementioned. The Level of Participation will be appropriately indicated on the signature page.
Medical Disaster	An incident that exceeds a facility's effective response capability or cannot be appropriately resolved solely by using its own resources. Such disasters will very likely involve MEMA and MSDH and may involve the loan of medical and support personnel, pharmaceuticals, supplies and resources, and equipment from another facility/entity or the emergent evacuation of patients/clients.
MEHC	MS Emergency Healthcare Coalition-members agree to support the statewide healthcare coalition needs before, during and in recovery to emergencies to the extent it does not leave them vulnerable.
MEMA	Mississippi Emergency Management Agency
MHA-F	Mississippi Hospital Association Health, Research & Education Foundation
MSDH	Mississippi State Department of Health
NIMS	National Incident Management System
OEPR	Office of Preparedness and Response in MSDH
Patient/Client-Receiving	Hospital or facility that receives transferring patients/clients from a facility responding to a disaster.
Patient/Client-Transferring	An impacted facility. The hospital or facility that evacuates patients/clients to a patient/client-receiving facility in response to a medical disaster.

Participating Facility	Health care facility that has committed to SMRS and has a current SMRS MOU.
Recipient Facility	The impacted facility. The facility where disaster patients are being treated and/or requested personnel or materials from another facility.
SMAT	State Medical Assistance Team. A team comprised of paid and unpaid volunteers trained and equipped to respond to emergency incidents and support local efforts to provide emergency medical care.
SMAT Coordinating Hospital	Coordinates and ensures staffing within SMAT program
SMAT Participating Healthcare facility	Agrees to permit deployment of healthcare workers (HCW) within six to eight hours of activation.
SMNS	State Medical Needs Shelter. A shelter, either a portable or temporary facility, where patients with special medical needs are provided healthcare.
SMRS	State Medical Response System. A healthcare coalition comprised of participating healthcare facilities, participating EMS providers, MSDH, MHAF, UMMC, and other ESF-8 and other Coalition partners.
Supporting Coalition Member	Other facilities, agencies, or formally organized groups (e.g., Federal, State, Non-Governmental Agencies, volunteers, whether for profit or not-for-profit) that desire to participate in supporting local, regional, state-wide or national emergency medical response or recovery efforts during events requiring public health or medical surge capabilities by providing staff, medical or non-medical equipment, buildings or space to support all of the aforementioned.
UMMC	University of Mississippi Medical Center

IV. General Principles of Understanding

Participating facilities agree to take any of the following actions which may be necessary based upon the nature of a disaster:

A. To make available as many beds as practicable for the acceptance of transferred patients/clients with all necessary treatment and administrative processing as may be required, including but not limited to, the admission, treatment, hospitalization, and discharge of all patients/clients transferred.
B. To provide emergency disaster privileging or acceptance, as applicable, of clinical staff.
C. To transfer necessary staff, food, supplies, and medical equipment as needed.
D. No healthcare facility, system or entity is expected to deplete their local resources and compromise local care to supplement the needs of others.

The MSDH shall keep a current registry of participating facilities along with all original signed MOUs. The MSDH will make available a current list of all participating healthcare facilities to requesting facilities and the level of participation.

Participating facilities also agree to participate in a local healthcare coalition. Coalitions will be formed based on current MSDH public health districts with meetings facilitated by MSDH personnel. The purpose of the coalition is to plan for coordinated response and for the allocation of scarce resources. Coalition meetings will be held at least annually. Additional meetings will be at the discretion of the members of the coalition. Facilities also agree to participate in any necessary data-gathering as required to maintain compliance with federal grants.

Authority and Communication

Only the Incident Commander or designee of each participating hospital has the authority to initiate the request for personnel, material resources, and transfer of patients or receipt of personnel, material resources, and receipt of patients pursuant to this MOU. This request will initially be made verbally but must be followed by written documentation specifying such information as the type and quantity of supplies and pharmaceuticals required, personnel needed, an estimate of how quickly they are needed, the time period for which they will be needed, and the location to which they should report or be delivered.

Personnel

Personnel employed by a participating healthcare facility who are made available to another participating healthcare facility shall be authorized, certified, licensed, privileged, and/or credentialed in the employing healthcare facility as appropriate given the professional scope of practice of such personnel. Participating healthcare facilities shall also inform members of their medical staffs who are not employees of the participating healthcare facility of any need for their services by an affected participating healthcare facility. Individuals who are made available to an affected participating healthcare facility shall provide proof of their professional licensure (e.g., RN, MD) to the affected participating facility, and those who are licensed independent practitioners shall also provide to the affected participating healthcare facility a copy of their healthcare facility privileges and malpractice insurance coverage certificate, if possible. If this is not possible because of the nature of the disaster, the affected participating healthcare facility may verify this information independently as the situation permits. Emergency or disaster privileges may be granted in accordance with the affected participating healthcare facilities' medical staff bylaws to the licensed independent practitioners of the assisting participating healthcare facility with evidence of appropriate identification. Acceptable sources of identification include a current professional license in the state in which they are asked to assist, a current healthcare workplace ID plus license number, or verification of the volunteer practitioner's identity by a current medical staff member of the participating healthcare facility.

The affected participating healthcare facility's Incident Commander or designee will identify where and to whom emergency personnel are to report and who will supervise them. This supervisor will brief the assisting participating healthcare facility's personnel of the situation and their assignments. The affected participating healthcare facility will provide and coordinate any necessary demobilization and post-event stress debriefing. Emergency facility locations established as a healthcare system response to the need for surge capacity to collect, triage, or

treat casualties during an epidemic or other prolonged emergency situation with mass casualties may require additional staff. Participating healthcare facilities may be asked to contribute staff to an auxiliary healthcare facility or casualty collection location. If an auxiliary healthcare facility or casualty collection location is established by the affected participating healthcare facility, the auxiliary location is considered to be an extension of the affected participating healthcare facility and the Incident Commander or his designee will coordinate loaned personnel or resources using the same process described above. Staff loaned to the affected participating healthcare facility will remain the employees of the assisting participating healthcare facility.

Reimbursement for Personnel

The affected participating healthcare facility will reimburse the assisting participating healthcare facility for the salaries and the cash equivalent of basic benefits of the donated personnel at the donated personnel's rate, as established at the assisting participating healthcare facility. Arrangements for the travel and transportation, room, living expenses, and meals for assisting personnel shall be arranged between facilities on a per incident basis. The reimbursement will be made within **ninety days** (90) following receipt of an invoice.

The exception to this practice would be state-deployed assets, including personnel. State deployed assets such as State Medical Assistance Teams (SMAT) acting as agents of the state shall be deployed pending state mission numbers assigned by MEMA. As such, SMAT and other state assets will not expect direct reimbursement from local facilities. See additional information related to participation in State Medical Response System/SMAT in that section of the MOU.

Transfer and Reimbursement of Pharmaceuticals, Supplies, or Equipment

The affected participating healthcare facility will utilize its standard order requisition forms as documentation of the receipt of the requested materials, and both participating healthcare facilities will document all such transfers appropriately for accounting purposes. The affected participating healthcare facility is responsible for tracking the borrowed inventory and returning any equipment to the assisting participating healthcare facility in good condition or paying for the cost of replacement. The affected participating healthcare facility will reimburse the assisting participating healthcare facility for any consumable supplies or pharmaceuticals at actual cost. The affected participating healthcare facility will pay for all transportation fees to and from the facility. The affected participating healthcare facility is responsible for appropriate use and necessary maintenance of all borrowed pharmaceuticals, supplies, and equipment during the time such items are in the custody of the affected participating healthcare facility.

Building Usage and Space

The Supporting Coalition Members will utilize the processes of the State of Mississippi Department of Finance (DFA) Buildings and Grounds, and Mississippi Emergency Management Agency (MEMA) based on the negotiated fair market rate established by Federal Emergency Management Agency (FEMA), MEMA and DFA at time of the event. The affected participant will provide all appropriate documentation to support the negotiated rate using the FEMA/MEMA/DFA forms and policies. The Supporting Coalition Member is responsible for appropriate use and necessary maintenance of all occupied buildings and space during the time

such items are in the use of the State Medical Response System. Any temporary alterations or modifications made to the building or space by the SMRS will be returned to as near pre-event status as is reasonably possible, unless identified by FEMA/MEMA/DFA as being approved by the appropriate points of contact of each entity at the time of the event for permanent alterations or modifications. A site map of all buildings and space to be utilized will be developed and a copy provided to all participants to define visually the agreed upon buildings and space for clarification during the event.

The Mississippi Department of Finance and Administration will support the requirements for obtaining facilities, space management, building services, and general facility operations to meet disaster requirements. The SMRS will reimburse the Supporting Coalition Member for use of the requested building or space. Reimbursement will be governed by DFA, Bureau of Buildings and Grounds rules and regulations and FEMA rules and regulations.

Prior to occupying the building or space, a SMRS representative and a representative of the Supporting Coalition Member will conduct a walk-through of the facilities and document any pre-occupancy damages. Damages caused to the facility after the walk-through in areas that are accessible to the lessee will repaired through the SMRS/Mississippi Emergency Management Agency process governed by applicable state and Stafford Act laws. Notification is required by either party to report damages to facilities/property at the time of damage or at which time damage is identified. The Mississippi Department of Finance, Building and Grounds will notify and coordinate with the Mississippi Tort Claims Board when facilities or property are leased to support disaster operations.

Liability Insurance

Each participating hospital shall ensure that its professional liability coverage extends to those circumstances in which it provides employed personnel to an affected participating healthcare facility. Responsibility for liability claims, malpractice claims, disability claims, attorneys' fees, and other incurred costs are to be determined as appropriate under law or agreement of the parties. All assisting personnel will remain covered by the professional liability insurance of their employer or the assisting personnel's own existing coverage, as applicable, since the assisting personnel would be operating within their scope of practice.

Communication and Documentation

The affected participating healthcare facility 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. The affected participating healthcare facility is responsible for providing the assisting participating healthcare facility with copies of the patient's pertinent medical records, registration information, and other information necessary for care.

Transporting Patients

The affected participating healthcare facility is responsible for triage of patients to be transported and, as between the affected participating healthcare facility and the assisting participating healthcare facility, any costs incurred for the transportation of patients. The affected participating healthcare facility will also transfer extraordinary drugs or special equipment as

needed by the assisting participating healthcare facility and if available at the affected participating hospital.

Care of Patient

Once transferred to and admitted to an assisting participating healthcare facility, a patient becomes the responsibility of the assisting participating healthcare facility and subject to the care of a member of the assisting participating healthcare facility's medical staff.

Notification

The affected participating healthcare facility is responsible for notifying and/or 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 re-location of patient as soon as practical. The patient's family should also be notified of the re-location of the patient; the assisting participating healthcare facility may assist in notifying family members.

Media Relations and Release of Information

Healthcare facilities participating in this MOU agree to collaborate to develop a unified approach to interaction with the media and public information sources. Healthcare facilities participating in this MOU agree to develop a facility joint information center that would be the primary source of information for the media related to a disaster affecting more than one healthcare facility. The goal would be for the joint information center to speak on behalf of all participating healthcare facilities and agencies to assure consistent messages and flow of information.

V. MSDH Responsibilities

The MSDH working with MHA-F shall provide assistance as appropriate and as funds allow in the form of:

A. Technical and equipment assistance in planning and meeting agreed hospital goals listed above and other response goals

B. Education and Preparedness Training for staff

C. Notices of Exercise opportunities

D. Communications redundancy resources

E. Stockpiled medications and supplies to promote timely emergency treatment of affected persons

F. SMAT program promotion and support as needed.

VI. All Hazards Centers of Excellence Hospital Responsibilities

A. All Hazards Center of Excellence (AHCOE) Hospitals commit to a strong program of staff development education and preparedness training involving disaster and mass casualty response and treatment protocols such that they may serve as consultative resources to other healthcare staff. (This training will be made available to the hospital through the MHAF and MSDH via federal grant funds.)

B. Develop written Emergency Operations Plans (EOPs) for disaster response that incorporate an all-hazards approach meeting the minimum EOP template requirements set forth by MSDH licensure requirements and include interaction of local, state, and federal resources as well as cooperation with surrounding healthcare facilities. (Assistance will be made available to the hospital through the MHAF and MSDH via federal grant funds.)

C. Ensure appropriate implementation and maintenance of National Incident Management System compliance.

D. Utilize an Electronic Bed Tracking System (currently Knowledge Center) maintained by the MSDH to monitor and report available hospital resources such as services, staffing, beds, and negative pressure/isolation capabilities a minimum of once per 24 hours and more frequently as requested by MSDH during a disaster or mass casualty event.

E. Actively participate in state-wide, regional, or local exercises, evaluations, and Corrective Action Planning activities approved by the MSDH to address specific operational readiness capabilities, according to the level of participation, at a minimum of bi-annually, in order to maintain operational readiness of any supplies, equipment, staff training, or staff competencies provided by the MSDH or partner agencies and institutions.

F. Utilize within their capabilities Interoperable Redundant Communications Systems: recommended minimum capacities are: landline and cellular telephones, two-way VHF/UHF radio, MSWIN 700MHz,satellite radio/telephone, and amateur (HAM) radio.

G. Institute a Fatality Management Plan.

H. Institute a Medical Evacuation and Shelter in Place (SIP) Plan.

I. Participate in partnership and coalition development.

J. Have awareness of the MSDH state healthcare worker volunteer registry system (currently MS Responder Management System -MRMS) System managed by MSDH.

K. Have an Alternate Care Site Plan in order to identify potential location on campus or at another nearby location to provide patient care.

L. Participate with staff from the MHAF and the MSDH in the following:

1) Annual questionnaire completion: Questionnaire will be distributed to healthcare facilities in fall of each year. The questionnaire is to be fully completed and returned as instructed on the questionnaire. Technical assistance in completing the questionnaire will be provided upon request.

2) Biennial on-site review: This review will consist of an inspection of equipment and/or supplies provided by the Mississippi Hospital Preparedness Program (if applicable). The purpose of the inspection will be to determine that equipment is in working order and that all parts are accounted for and in working condition. Facility personnel must be present to make the appropriate demonstration. The inspection will be conducted by MSDH personnel. Inspections will be scheduled by MSDH personnel at a mutually-agreed upon time at least 30 days in advance.

M. Participating hospitals will agree to serve as either an All Hazards Center of Excellence or an Advanced All Hazards Center of Excellence.

Facilities that choose to participate as an Advanced All Hazards Center of Excellence facility must demonstrate the capability to serve as a regional referral center and must have a plan for surge equal to or greater than 20% of average daily census and/or staffed beds in four (4) hours or less and be licensed for a minimum of 150 beds. The medical surge plan may utilize either increasing capacity or decompression of current patient census upon notification by the MSDH.

Evidence of this ability will be in the form of:

1) A detailed patient surge plan documented in the facility Emergency Operations Plan.
2) Satisfactory participation in an exercise conducted in cooperation with MSDH to evaluate this ability.
3) Bed licensure equal to or greater than the requirement.
4) An annual functional exercise addressing Chemical, Biological, Radiological, Nuclear or Explosive (CBRNE) events to include the use of individual personal protective equipment, decontamination equipment, and processes associated with patient and staff decontamination.

Facilities that choose to participate as an All Hazards Center of Excellence facility must have a plan for surge equal to or greater than **20% of average daily census and/or staffed beds in four (4) hours or less and be licensed for a maximum of 150 beds. The medical surge plan may utilize either increasing capacity or decompression of patient census upon notification by the MSDH.**

Evidence of this ability will be in the form of:

1) A detailed patient surge plan documented in the facility Emergency Operations Plan.
2) Satisfactory participation in an exercise conducted in cooperation with MSDH to

evaluate this ability.

3) An annual functional exercise addressing Chemical, Biological, Radiological, Nuclear or Explosive (CBRNE) events to include the use of individual personal protective equipment, decontamination equipment, and processes associated with patient and staff decontamination.

All participating All Hazards Center of Excellence hospitals will receive the following at no cost to the hospital (**as grant funding allows**):

1) Technical assistance in planning.
2) Technical assistance in exercises.
3) Staff training.
4) Resources as determined by assessment.

In addition, Advanced All Hazards Center of Excellence hospitals will receive the following (**as grant funding allows**):

1) Prophylactic medications for staff/family members.
2) Mobile decontamination equipment.
3) Other regional response assets as needed.

In support of all of the above the MSDH agree to, as funding allows:

1) Provide funding for the purchase and maintenance of any equipment required to sustain the All Hazards Center of Excellence program as grant funds are available.
2) Provide technical assistance as needed to fulfill the obligations as outlined in this agreement.
3) Provide training opportunities.
4)

VII. State Medical Assistance Team (SMAT)

Liability

If an individual is assigned to the SMAT or a State Medical Needs Shelter (SMNS) as part of a declared emergency by the MSDH or the State of Mississippi, that individual will be covered under the liability protection(s) of the MSDH in accordance with applicable state laws, rules, and regulations for in-state deployments. This liability protection specifically excludes training events.

For any deployment **out-of-state**, the standard Emergency Management Assistance Compact (EMAC) agreement will address this issue. Specifically, liability protection will be provided by the requesting state as contained in Article VI of the agreement: “Officers or employees of a party state rendering aid in another state pursuant to this compact shall be considered agents of the Requesting State for tort liability and immunity purposes; and no party state or its officers or employees rendering aid in another state pursuant to this compact shall be liable on account of

any act or omission in good faith on the part of such forces while so engaged or on account of the maintenance or use of any equipment or supplies in connection therewith. Good faith in this article shall not include willful misconduct, gross negligence, or recklessness.

Reimbursement

Reimbursement of expenses related to staff, facilities, equipment etc… will be in accordance with existing Federal Emergency Management Agency/Mississippi Emergency Management Agency policies and processes. (FEMA Recovery Policy-RP9525.7) The University of Mississippi Medical Center (UMMC), as a Primary Agency for ESF-8 and the Coordinating Healthcare facility for the SMAT program, will coordinate and assist in processing all applicable paperwork to apply for maximum reimbursement to participating hospitals or EMS programs that provide staffing for the SMRS/SMAT program and affiliated mission assignments. Specifically, the wages of any staff assigned will be submitted as part of a larger contract labor MOU between the MSDH and UMMC, with the monies to be paid upon receipt of any public funding or completion of any reimbursement processes utilized by the state or federal government. Due to the nature of the reimbursement process this will be within thirty (30) days of the payments receipt.

SMAT Coordinating Hospital Responsibilities

Part One of Two:

A. Coordinate and ensure staffing of designated positions within the SMAT program, which shall meet at a minimum quarterly.

B. Assist the MHA-F in preparation and execution of a Memorandum of Understanding with the participating Hospital/Agency and/or acquire and maintain a copy of this agreement in the SMAT program files.

C. Coordinate and provide required training for the participating Healthcare facility/Agency members.

D. Coordinate state-wide, regional, or local exercises for the SMAT involving the participating Healthcare facility/Agency members.

E. Activate and deploy the SMAT for out-of-jurisdictional area as part of the Statewide Mutual Aid Compact or Emergency Management Assistance Compact (EMAC) pursuant to the Mississippi Comprehensive Emergency Management Plan.

F. Complete, provide, and maintain required forms and duty schedules for participating Healthcare facility/Agency designated SMAT personnel, any received SMAT patient equipment, pharmaceuticals, personal protective equipment (PPE), and training for use by SMAT members.

G. Provide additional SMAT personnel and equipment support as funds become available and if state-of-the-art research and development standards indicate the need.

H. Provide technical assistance to the participating Healthcare facility/Agency regarding activation and deployment of staff and equipment to support SMAT program

operations.

I. Coordinate with the Federal (FEMA) and State Emergency Management (MEMA) Agencies and provide input and guidance on receiving any applicable reimbursements for participating members that provide staffing within existing guidelines and policies of FEMA/MEMA.

SMAT Coordinating Hospital Responsibilities

Part Two of Two:

A. Maintain SMAT program assets in a fully functional and operationally ready state at all times.

B. Notify MSDH and UMMC in a timely manner of any difficulties encountered in completion of Section A.

C. Participate in all SMAT sponsored training activities for operational and situational awareness.

D. Assist in maintaining open and positive communications to enable the most efficient and best practice standards be utilized in the maintenance, preparation, and readiness component of the SMAT program.

E. Provide adequate staff and resources to maintain the efficiency and operational readiness of all SMAT program assets assigned to the hospital.

F. Participate in all state-wide, regional, or local exercises for the SMAT program.

G. Maintain the SMAT program assets to enable a rapid deployment of the SMAT program assets for out-of-jurisdictional area as part of the Statewide Mutual Aid Compact or Emergency Management Assistance Compact (EMAC) pursuant to the Mississippi Comprehensive Emergency Management Plan.

H. Complete, provide, and maintain required forms and maintenance schedules for designated SMAT personnel, received SMAT patient equipment, pharmaceuticals, personal protective equipment (PPE), and training for use by SMAT members.

I. Provide additional SMAT personnel and equipment support as funds become available and if state-of-the-art research and development standards indicate the need.

J. Provide technical and physical assistance to the Coordinating Healthcare facility regarding activation and deployment of staff and equipment to support SMAT program operations.

K. Utilize and complete any required forms for documentation by the Federal (FEMA) and State Emergency Management (MEMA) Agencies within existing guidelines and policies of FEMA/MEMA.

SMAT Participating Hospital/Agency Responsibilities

A. Agree to permit deployment of designated participating Healthcare facility/Agency staff within six to eight hours when activated.

B. Provide a roster of participating Healthcare facility/Agency team members by specialty, (e.g., three Pediatricians, four Nurse Practitioners) to MSDH/SMAT Coordinating Hospital within 30 days of execution of this agreement.

C. Establish and maintain designated participating Healthcare facility/Agency team members who meet, at a minimum, the following requirements:

1) SMAT Member Participation Suggested Criteria (Rule of Thumb-Provide one (1) individual team member for each 50 beds the participating Hospital/Agency operates)

a. A hospital with greater than 150 beds will provide a minimum of three individual team members.
b. A hospital with less than 150 beds will provide a minimum of one individual team member. No hospital is expected to deplete local resources and compromise local care to supplement the needs of others.
c. Provide personnel for a minimum of seven days for in-state deployment(s) or mission assignments.
d. Provide a minimum of three days annually for off-campus training activities and/or exercises related to SMAT program.
e. Agree to provide a 30-day written notice to MSDH/SMAT if the participating Healthcare facility/Agency wishes to cancel the MOU. It is agreed that all inventoried equipment, issued to the regional participating Healthcare facility /Agency, remains the property of MSDH/SMAT Coordinating Hospital and must be immediately and physically transferred to the custody and control of a designated MSDH/SMAT Coordinating Hospital official when the participating Hospital/Agency withdraws as a SMAT member.

2) Reimbursement of staff wages and fringe benefits.

The participating Healthcare facility/Agency agrees to accept reasonable rates of reimbursement for all job classifications and not individual rates of pay for participating staff members. Pay rates will be across the board and not individually be negotiated nor dependent upon experience, certifications or specialties. (Example: A physician pay rate will be the same hourly rate regardless of specialty. A registered nurse rate will be the same regardless of experience or certifications.)

Command Structure

National Incident Management System (NIMS) compliant ICS will be utilized by the SMAT.

No SMAT member may be reassigned to another disaster response function outside of the scope of the mission assignment of the SMAT without the express approval of the SMAT incident commander due to liability concerns and payment of approved wages related to work assignments during a deployment.

Professional Practice and Scope of Practice

No SMAT member may practice outside of the approved SMAT program protocols. Personnel assigned to the SMAT pre-event shall be authorized, certified, licensed, privileged, and/or credentialed in the SMAT program as appropriate given the professional scope of practice of such personnel.

Individuals who are made available to the SMAT during a deployment shall provide proof of their professional licensure (e.g., RN, MD) to the MSDH and those who are licensed independent practitioners shall also provide to the MSDH a copy of their hospital privileges and malpractice insurance coverage certificate, if possible. If this is not possible because of the nature of the disaster, the MSDH may verify this information independently as the situation permits.

Individual SMAT Member Logistical Support

Arrangements for expenses incurred for lodging, meals, equipment, supplies, and general support for team members will be provided by the SMAT, if pre-approved by the SMAT command structure. Any special needs must be requested prior to joining the SMAT program and should be addressed pre-deployment on an individual basis due to the potential austere environment in which the team may be operating.

Individual SMAT Member Responsibilities

A. Complete and submit an individual team member application to the SMAT Coordinating Hospital. See appendix A. http://med1.umc.edu/membership.html.

B. Complete ICS 100/200 and submit a copy of the certificate to the SMAT Coordinating Hospital to maintain the SMAT program files. Available online at http://training.fema.gov/emiweb/is/is100b.asp.

C. Complete SMAT program minimum training required by the MSDH/SMAT Coordinating Hospital.

Term and Termination

The term of this MOU is three years. Any Participating Healthcare facility may terminate its participation in this MOU at any time by providing written notice to the lead agencies at least thirty (30) days prior to the effective date of such termination.

Information Usage and Confidentiality

All parties to this MOU agree to store, protect, share, utilize and/or retain all information, data and/or records falling under this MOU in accordance with applicable federal and state laws, regulations and standards including, but not limited to, the federal Health Insurance

Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health (HITECH) Act, and their corresponding regulations.

Review and Amendment

This MOU shall be reviewed periodically **but at minimum every three years or upon written request by a participant** and may be amended by the written consent of the authorized representatives of the participating healthcare facilities.

Communications

To provide consistent and effective communications between MSDH, MHA-F, and _____ (healthcare facility/agency name) , each party shall appoint a Principal Representative(s) to serve as its central point of contact responsible for coordinating and implementing this MOU. The MSDH contact shall be the Director of the Mississippi Department of Health Office of Health Protection or his designee. The MHA Health, Research & Educational Foundation Healthcare Preparedness Program contact shall be the CEO/President or designee, and the principal contact for the individual healthcare facility/entity shall be the individual signatory, or designee herein contained in the document.

VIII. Signature Warranty

Each individual signing below warrants that he or she is duly authorized by the party to sign this MOU and to bind the party to the terms and conditions of this MOU.

This agreement is hereby agreed to by all signatory parties on this the day _____, 20____ at _____ (city) _____ (county), Mississippi, and in testimony thereof we do hereby set our hands and cause to be affixed our signatures. (To be filled in on date of second signature below.)

Initial desired level of MOU participation: See descriptions sections: III and VI

MS Emergency Healthcare Coalition (MEHC) Member_____

Advanced All Hazards Center of Excellence _____

All Hazards Center of Excellence_____

SMAT Participating Facility _____

SMAT Coordinating Hospital (UMMC) _____

Supporting Coalition Member _____

_____ _____

(Name of Participating Healthcare Facility) (Print name of Healthcare CEO/Administrator)

_____ _____

(Signature of Healthcare CEO/Administrator) (Date signed by CEO/Administrator)

For the MSDH Office of Emergency Planning and Response:

_____ _____

(Signature by MSDH designee) (Print name of MSDH designee)

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(Date signed by MSDH designee)

After completion of signatures, please keep a copy on file for your facility records and forward the original signed document to the attention of Teresa Jones at MS Hospital Association-Foundation, P.O. Box 1909, Madison, MS 39130-1909. Email Teresa Jones at tjones@mhanet.org if you have questions. Teresa will obtain the signatures for the responsible party at MSDH and will then send a copy of the signed form back to the Facility.