

STATE MEDICAL RESPONSE SYSTEM
Mississippi Hospitals and Mississippi Licensed Healthcare Providers
Memorandum of Understanding
among
The Mississippi State Department of Health’s
Office of Emergency Planning and Response,
The Mississippi Hospital Association’s Health, Research & Educational Foundation
Hospital Emergency Preparedness Program and

(Name of Hospital)

I. Introduction and Background

Mississippi is susceptible to disasters, both natural and man-made, that could exceed the resources of any individual hospital. 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 at least 500 patients in each designated health district. These plans must incorporate the role of hospitals in any disaster response effort whether related to terrorism or natural causes. Priority areas should include patient and staff care provisions such as medications, vaccines, care, and feeding; personal protective equipment; patient 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 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.

This MOU is a voluntary agreement among Mississippi hospitals 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 hospitals and assumes that each affected hospital’s 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 hospitals to coordinate as a single community in actions with MEMA, MSDH, and the Mississippi Hospital Association's Health, Research & Education Foundation (MHAF) 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 hospital 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 on a hospital's campus that is not traditionally used to provide patient care or an alternate facility separate from a hospital's campus.
Advanced AHCOE	Advanced All Hazards Center of Excellence is a 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, and financial assistance to serve in that capacity.
AHCOE	All Hazards Center of Excellence is a 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, and financial assistance to serve in that capacity.
Command Post	An area in a hospital that is the facility's primary source of administrative authority and decision-making during an emergency.
Donor Hospital	The hospital that provides personnel, pharmaceuticals, supplies, or equipment to a facility experiencing a medical disaster.
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 Hospital	The hospital where the disaster occurred or disaster victims are being treated. This facility may also be referred to as the recipient hospital when pharmaceuticals, supplies, or equipment are requested or as the patient-transferring hospital when the evacuation of patients is required.

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 Hospital-to-Hospital portion and be a Partner or “Buddy” with another facility, or it may choose to continue to participate in the All Hazards Center of Excellence program, or it may choose to be a SMAT participating hospital, or it may choose to participate in all three programs, 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 equipment from another facility or the emergent evacuation of patients.
MEMA	Mississippi Emergency Management Agency
MHAF	Mississippi Hospital Association’s Health, Research & Education Foundation
MSDH	Mississippi State Department of Health
Partner (“Buddy”)	Designated facility that a hospital communicates with as the facility’s “first call for help” during a medical disaster (developed through an optional partnering arrangement).
Patient-Receiving	Hospital that receives transferring patients from a facility responding to a disaster.
Patient-Transferring	An impacted facility. The hospital that evacuates patients to a patient-receiving facility in response to a medical disaster.
Participating Hospitals	Health care facilities that have fully committed to SMRS.
Recipient Hospital	The impacted facility. The hospital 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	A hospital facility that has an agreement with the MSDH to sponsor, provide a base of operations, and provide necessary support for SMAT

program resources and serve as a program development resource, provide training, and maintain all necessary documentation to enhance the SMAT program's stated purpose.

SMAT Host Hospital	A hospital facility that has an agreement with the MSDH to sponsor, provide a base of operations, and provide necessary support for SMAT program resources assigned to the facility.
SMNS	Special Medical Needs Shelter. A shelter, either portable or temporary facilities, where patients with special medical needs are provided healthcare.
SMRS	State Medical Response System. A healthcare coalition comprised of participating hospitals, participating EMS providers, MSDH, MHAF, UMMC, and other ESF-8 partners.
UMMC	University of Mississippi Medical Center

IV. General Principles of Understanding

Participating hospitals 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 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 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 hospital system is expected to deplete 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 hospitals and healthcare facilities to requesting facilities and the level of participation, e.g., Mutual Aid, All Hazards Center of Excellence, Advanced All Hazards Center of Excellence, State Medical Assistance Team Host Hospital, or State Medical Assistance Team Coordinating Hospital.

Participating hospitals 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. Meetings will be held at least annually. Additional meetings will be at the discretion of the members of the coalition. Hospitals 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 hospital who are made available to another participating hospital shall be authorized, certified, licensed, privileged, and/or credentialed in the employing hospital as appropriate given the professional scope of practice of such personnel. Participating hospitals shall also inform members of their medical staffs who are not employees of the participating hospital of any need for their services by an affected participating hospital. Individuals who are made available to an affected participating hospital shall provide proof of their professional licensure (e.g., RN, MD) to the affected participating hospital, and those who are licensed independent practitioners shall also provide to the affected participating hospital 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 affected participating hospital may verify this information independently as the situation permits. Emergency or disaster privileges may be granted in accordance with the affected participating hospital's medical staff bylaws to the licensed independent practitioners of the assisting participating hospital 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 hospital ID plus license number, or verification of the volunteer practitioner's identity by a current medical staff member of the participating hospitals.

The affected participating hospital'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 hospital's personnel of the situation and their assignments. The affected participating hospital will provide and coordinate any necessary demobilization and post-event stress debriefing. Emergency facility locations established as a hospital 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 hospitals may be asked to contribute staff to an auxiliary hospital or casualty collection location. If an auxiliary hospital or casualty collection location is established by the affected participating hospital, the auxiliary location is considered to be an extension of the affected participating hospitals 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 hospital will remain the employees of the assisting participating hospital.

Reimbursement for Personnel

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

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

Transporting Patients

The affected participating hospital is responsible for triage of patients to be transported and, as between the affected participating hospital and the assisting participating hospital, any costs incurred for the transportation of patients. The affected participating hospital will also transfer extraordinary drugs or special equipment as needed by the assisting participating hospital and if available at the affected participating hospital.

Care of Patient

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

Notification

The affected participating hospital 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 hospital may assist in notifying family members.

Media Relations and Release of Information

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

V. MSDH and MHAF Responsibilities

The MSDH and MHAF 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 (State Medical Assets & Resources Tracking Tool – SMARTT) 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 Volunteer Health Professionals Registry (VIPR) 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 mailed to each facility in October 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 and/or MHAF personnel. Inspections will be scheduled 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 All Hazards Advanced Center of Excellence.

Facilities that choose to participate as an All Hazards Advanced 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, and Nuclear and 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, and Nuclear and 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) Personal Protective Equipment.
- 5) Communications 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 MHAF and the MSDH agree to:

- 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) Provide a press release announcing facility participation in the All Hazards Center of Excellence program.

VII. State Medical Assistance Team (SMAT)

Liability

If an individual is assigned to the SMAT or a Special 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 Hospital 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

- 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 Hospital/Agency members.

- D. Coordinate state-wide, regional, or local exercises for the SMAT involving the participating Hospital/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 Hospital/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 Hospital/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 Host Hospital Responsibilities

- 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 Hospital 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 Hospital/Agency staff within six to eight hours when activated.
- B. Provide a roster of participating Hospital/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 Hospital/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 Hospital/Agency wishes to cancel this portion of the MOU. It is agreed that all inventoried equipment, issued to the regional participating Hospital/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 Hospital/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.

Level of Participation

Each facility will determine individually at what level they are agreeing to participate. For example, a facility may choose to only be signatory to the Hospital-to-Hospital mutual aid portion and be a Partner or “Buddy” with another facility, or it may choose to continue to participate in the All Hazards Center of Excellence program, or it may choose to be a SMAT participating hospital, or it may choose to participate in all three programs, or any combination of the aforementioned. The level of participation will be clearly indicated on the signature page of the MOU by the Participating Hospital.

Term and Termination

The term of this MOU is three years, provided that any Participating Hospital 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.

Confidentiality

Each Participating Hospital shall maintain the confidentiality of all patient health information and medical records in accordance with applicable state and federal laws.

Review and Amendment

This MOU shall be reviewed periodically **but at least 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 hospitals.

Communications

To provide consistent and effective communications between MSDH, MHA, and _____, 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 Hospital Preparedness Program shall be the CEO/President or designee, and the principal contact for the individual hospital shall be the individual signatory, or designee herein contained in the document.

