

**HOSPITAL MUTUAL AID
MEMORANDUM OF UNDERSTANDING
CAPITAL DISTRICT REGION AND CENTRAL REGION OF NEW YORK**

This **Mutual Aid Memorandum of Understanding** among Partner Response Hospitals in the Capital District Region and the Central Region of New York, adopted and effective upon the first date of signature by two or more Partner Response Hospitals.

**ARTICLE I
EXECUTIVE SUMMARY**

1. Purpose. This MOU is to support and maximize medical surge capacity and capability through information sharing and mutual aid, and to ensure the continued provision of necessary care when it is limited or, if needed, the evacuation and transfer of patients to a location that can provide them necessary health care services. This MOU further will:

- 1.1 Ensure that all parties agree to obligations hereunder and that such agreement shall remain applicable and enforceable through changes in Partner Response Hospitals' personnel or administration;
- 1.2 Ensure that planning and response activities are properly integrated into jurisdictional emergency management;
- 1.3 Provide accreditation agencies, state and federal agencies, and communities with appropriate evidence of the Partner Response Hospitals' mutual commitment to and coordination of their emergency preparedness.

2. Scope of MOU. This MOU is not an emergency operations plan nor does it direct any response functions. This MOU reflects cooperative understandings and common purpose to enhance medical surge capacity and capability. This MOU utilizes an "all-hazards" approach to preparing and delivering emergency preparedness services in order to meet the health and safety needs of patients, staff and visitors. The specific manner and methods of cooperative aid may not be known until an event occurs, however, similar past events make it possible to predict that the following may be needed:

- 2.1 Communication and information sharing;
- 2.2 Equipment, supplies and pharmaceuticals; and
- 2.3 Evacuation and patient transfers.

3. Regional Approach to Provision of Care. Hospitals conduct their preparedness and response activities within their respective Health Emergency Preparedness Coalition. The parties intend that this MOU reflect their commitment to ensuring that in the face of an emergency in one community, necessary hospital care will be provided at a neighboring hospital in the Regions. This MOU addresses both evacuation and transfer of patients to a location capable of providing necessary care and loaning resources to hospitals in need.

4. Planning Assumptions. The following planning assumptions are to enable the envisioned collaborative efforts upon an emergency occurring. Prior to or during such situations, each Partner Response Hospital:

- 4.1 Conducts a hospital-based risk assessment annually upon which an emergency operations plan is adopted.
- 4.2 Operates by direction of its emergency operations plan, and in coordination with those of its jurisdiction and those mutually established through the respective Health Emergency Preparedness Coalition.
- 4.3 Has adopted the National Incident Management System (NIMS) and conducts NIMS implementation activities.
- 4.4 Exchanges information and data necessary for health care system situational assessment and resource identification.
- 4.5 Engages in regional health care preparedness activities to ensure that patient care is well-coordinated within the hospital, across health care providers, and with state and local public health departments and emergency systems.

5. MOU as Supplement to other Documents. This MOU is adopted consistent with federal guidance and directives which include:

- 5.1 National Incident Management System.
- 5.2 Healthcare Preparedness Capabilities: National Guidance for Healthcare System Preparedness.
- 5.3 Medical Surge Capacity and Capability: The Healthcare Coalition in Emergency Response and Recovery.

ARTICLE II DEFINITIONS

"Lending Hospital" means a hospital that provides equipment, supplies and pharmaceuticals to a hospital impacted by a disaster.

"Partner Response Hospital" means those hospitals that execute this MOU.

"Receiving Hospital" means a hospital that accepts evacuated or transferred patients from a Transferring Hospital.

"Transferring Hospital" means a hospital impacted by a disaster, or anticipating a disaster, that requests that its patients be transferred to another hospital(s).

"Regions" means the following thirty-one (31) New York counties served by Partner Response Hospitals: Albany, Broome, Cayuga, Chenango, Clinton, Columbia, Cortland, Delaware, Essex, Franklin, Fulton, Greene, Hamilton, Herkimer, Jefferson, Lewis, Madison, Montgomery, Oneida, Onondaga, Oswego, Otsego, Rensselaer, St. Lawrence, Saratoga, Schenectady, Schoharie, Tioga, Tompkins, Warren and Washington.

"Resources" means equipment, supplies and pharmaceuticals and may mean staff and facilities necessary to assist with hospital evacuations and acceptance of transferred patients. This definition of "Resources" also may be limited to equipment, supplies and pharmaceuticals when the context so requires.

"Requesting Hospital" means a hospital impacted by a disaster, or anticipating a disaster, that requests equipment, supplies and pharmaceuticals.

ARTICLE III GOOD FAITH PARTICIPATION

1. Intent.

- 1.1 This MOU documents Partner Response Hospitals' intent to provide available assistance to neighboring Partner Response Hospitals within the Regions impacted by an emergency. This MOU describes the types of assistance that may be necessary, requested and provided by and to Partner Response Hospitals when emergencies arise.
- 1.2 This MOU applies to medical mutual aid whether requested directly from a Partner Response Hospital or through county emergency management. It further is intended to apply to requests made during emergencies or in preparations therefor by facilitating (a) the exchange of information and data to support health emergency preparedness, response and recovery; (b) medical mutual aid consisting of equipment, supplies and pharmaceuticals; and (c) assistance with hospital evacuation, including accepting transferred patients.

2. Non-Binding Nature of MOU.

- 2.1 This MOU is the instrument outlining the terms among Partner Response Hospitals relating to the provision of medical mutual aid during emergency responses.
- 2.2 This MOU is entered into voluntarily among Partner Response Hospitals for the purpose of providing mutual aid at the time of a disaster. The parties hereto do not intend this MOU to be a legally binding contract. This MOU does not require any party hereto to lend resources or to otherwise assist any other party hereto in any manner.
- 2.3 If practicable, the parties to this MOU agree to use good faith efforts to assist other Partner Response Hospitals upon receiving their request for Resources.
- 2.4 Notwithstanding the foregoing, once Resources have been provided and accepted, the applicable provisions of this MOU shall be deemed to be legally binding.
- 2.5 Any modifications to this MOU must be in writing and must be signed by Partner Response Hospitals.

3. Partner Response Organizations

- 3.1 This MOU shall be effective upon two or more Partner Resource Hospitals committing to it by affixing their signatures on the attached MOU Signatory Documentation Sheet.
- 3.2. Each organization signing this MOU is deemed a Partner Response Hospital.

**ARTICLE IV
INITIATION OF MEDICAL MUTUAL AID**

1. Surge Event. Medical mutual aid may be initiated in anticipation of a potential surge event. The need for medical mutual aid may be due to any factor but likely may emanate from:

- 1.1 Unexpected or overwhelming number of patients presenting to hospitals;
- 1.2 Significant increase in patients due to an actual or potential health threat;
- 1.3 Shortage of equipment, supplies, pharmaceuticals, or beds; and/or
- 1.4 Disruption of utilities, infrastructure, transportation or health care services.

2. Emergency Event. This MOU may apply to an emergency caused by any occurrence. Identified hazards in the region include, but are not limited to:

- 2.1 Weather, particularly snow storms and floods;
- 2.2 Mass casualty incidents;
- 2.3 Pandemic;
- 2.4 Hazardous material incidents; and/or
- 2.5 Disruption of infrastructure, utilities, transportation or hospital operations.

3. Requests for Medical Mutual Aid.

- 3.1 Condition for Initiating a Medical Mutual Aid Request. When resources are overwhelmed, a tiered assistance system is implemented to request assistance. A Requesting Hospital is required to exhaust its internal assets and resources and work through normal supply chains prior to requesting medical mutual aid pursuant to this MOU.
- 3.2 A Partner Response Hospital will (a) promptly notify its respective County Emergency Manager and the NYSDOH Regional Office that it either is supplying or requesting supplies, and/or transferring or receiving patients under this MOU, and (b) notify the County Emergency Manager and the NYSDOH Regional Office of any changes in the facility's status and/or its resources that may influence how other incidents and/or resources will need to be managed.
- 3.3 Each Partner Response Hospital will assess its ability to offer aid as provided herein upon learning of an emergency or receiving a request for medical mutual aid.

**ARTICLE V
PROVISION/RECEIPT OF MEDICAL MUTUAL AID
PATIENTS**

1. Request for and Transfer of Patients.

- 1.1 Information Provided by the Transferring Hospital. Upon determining that its internal assets and resources are exhausted or that it otherwise does not possess the capacity or capability to

treat patients, a Transferring Hospital may request that a Partner Response Hospital agree to accept patients. The Transferring Hospital should be prepared to provide the Receiving Hospital the following information:

- A. The number of patients by acuity level;
- B. Special needs (e.g., psychiatric, bariatric, dialysis, contact/airborne precautions);
- C. Staff, equipment and medications needed by each patient during transport and to assist in the continuity of their care; and
- D. Specific transportation needs for each patient and location of pick-up points.

1.2 Transfer of Patients. When a Partner Response Hospital agrees to accept a patient(s) from a Transferring Hospital, the following guidelines are implemented:

- A. Transportation. The Transferring Hospital is responsible to arrange for and to assume the cost of transporting patients to the Receiving Hospital. Coordination of transportation may involve government and/or private organizations, and a Lending Hospital or Receiving Hospital also may assist in arranging and providing transport.
- B. Patient Information. The Transferring Hospital is responsible for complying with applicable state and federal law regarding transfer of patients and for providing pertinent patient information, such as medical records and insurance information, to the Receiving Hospital.
- C. Tracking Patients. The Transferring Hospital is responsible for tracking patients' destinations.

2. Arrival of Patients at Receiving Hospital.

- 2.1 The transfer of responsibility for a patient's care and subsistence needs occurs once the patient arrives at the Receiving Hospital. The time of arrival should be logged by the rescue squad or other service transporting the patient and by the medical record created in the Receiving Hospital's emergency department or other point of admission.
- 2.2 The Receiving Hospital will track incoming patients and their medical records, and promptly confirm the patient's arrival with the Transferring Hospital.

3. Return of Patient to Transferring Hospital. Following resolution of the emergency, and upon the Receiving Hospital's request, the Transferring Hospital, if then operating, shall accept the return of transferred patients. The applicable provisions of Article V, Section 1 relating to respective responsibilities for the patient shall apply to the returning patients. Patients will not be returned if any of the following occurs/exists:

- 3.1 The patient is discharged, pursuant to an appropriate discharge order from the responsible treating physician, to home or an alternate level of care (rehabilitation hospital, skilled nursing hospital, assisted living facility);
- 3.2 The patient/family/responsible party refuses transfer which shall be appropriately documented in the patient's record;

- 3.3 The attending physician deems the patient unstable for transport which shall be appropriately documented in the patient's record; or
- 3.4 The original Transferring Hospital neither has the capacity nor capability to render the patient's necessary care and treatment.

ARTICLE VI
PROVISION/RECEIPT OF MEDICAL MUTUAL AID
EQUIPMENT, SUPPLIES AND PHARMACEUTICALS

1. Request for Resources. Upon determining that it has exhausted its internal assets and resources, a Requesting Hospital may request that a Lending Hospital provide pharmaceuticals, supplies, or equipment to the Requesting Hospital.

1.1 As part of its request, the Requesting Hospital will identify the following:

- A. The quantity and exact type of requested items;
- B. Estimate how soon the request is needed;
- C. Time period for which the supplies will be needed; and
- D. Location to which the supplies should be delivered.

1.2 A verbal request for Resources initially is acceptable; however, it promptly must be followed up with a written communication to the Lending Hospital's Chief Executive Officer using standard requisition forms pursuant to the provisions of Article VI, Section 4 relating to documentation for borrowed resources.

2. Transporting Pharmaceuticals, Supplies or Equipment.

2.1 The Requesting Hospital is responsible for arranging and assuming the cost of transporting materials both from and back to the Lending Hospital. The Requesting Hospital shall assume the risk of loss during the transportation of the Resources.

2.2 This coordination may involve government and/or private organizations, and the Lending Hospital may assist in arranging and providing transport.

2.3 The Requesting Hospital must return and pay all related transportation costs for returning or for replacing all borrowed resources. Upon the emergency receding or the Requesting Hospital no longer requiring previously borrowed resources, should the Lending Hospital request, the Requesting Hospital shall return all remaining borrowed resources that it possesses.

2.4 Following resolution of the emergency situation, the Lending Hospital may condition release of its Resources upon the Requesting Hospital executing a limitation of liability agreement regarding any loaned or provided Resources.

3. Hospital Responsibility for Resources.

3.1 Except for pharmaceuticals, the Lending Hospital provides any equipment and other supplies "as is." The Lending Hospital provides no warranty regarding the equipment's or supplies'

condition. The Receiving Hospital is responsible for:

- A. Examining the equipment and supplies prior to use;
- B. Assuring appropriate use and maintenance of all Resources received;
- C. Assuming responsibility for the safety and integrity of the Resources received; and
- D. Maintaining, as applicable, the Resources while at Receiving Hospital's facility.

3.2 Pharmaceuticals supplied by a Lending Hospital shall be deemed to satisfy all legal requirements and standards upon departing the Lending Hospital.

3.3 The Lending Hospital has no responsibility for the Resources once they leave the Lending Hospital.

3.4 The Requesting Hospital assumes the risk of loss or damage to equipment while in its possession or in transit. The Requesting Hospital promptly will notify the Lending Hospital if any borrowed equipment is damaged or lost and as promptly as possible shall replace or pay the value of the damaged or lost equipment.

4. Documentation for Borrowed Resources.

4.1 The Lending Hospital is responsible for tracking the borrowed inventory through standard requisition forms. Upon any of the borrowed inventory's return to the Lending Hospital, the Requesting Hospital's Chief Executive Officer or designee will co-sign the original requisition form(s) and record the inventory's condition.

4.2 The Requesting Hospital will honor the Lending Hospital's standard requisition form or other standard form as documentation of the request for and receipt of the Resources. The Requesting Hospital will confirm its receipt of the Resources. The documentation will detail the following:

- A. The item(s) involved;
- B. The condition of the equipment prior to the loan (if applicable); and
- C. The parties responsible for the borrowed material.

5. Return of Resources.

5.1 The Receiving Hospital shall rehabilitate borrowed equipment before returning it, replace donated supplies, and reimburse all Emergency situational associated costs. The Requesting Hospital shall pay the Lending Hospital all costs that the Lending Hospital incurred in accordance with its standard billing procedures.

5.2 Unused non-durable Resources (e.g., pharmaceuticals, sterile supplies) received from a Lending Hospital will not be returned to the Lending Hospital unless the parties mutually agree thereto. Durable Resources should be returned adequately rehabilitated or with appropriate reimbursement for their rehabilitation.

**ARTICLE VII
INSURANCE/INDEMNIFICATION**

1. Insurance.

- 1.1 All Partner Response Hospitals shall maintain separate policies of professional and general liability insurance through either commercial insurance, self-insurance, membership in a reciprocal risk retention group, a financially viable captive insurance company or a combination thereof, each in the amount of not less than \$1,000,000 per incident/\$3,000,000 in the annual aggregate; umbrella commercial coverage of not less than \$5,000,000; Workers' Compensation and Employers' Liability coverage compliant with statutory limits mandated by State and Federal Laws; and Automobile Liability (owned, non-owned and hired vehicles for bodily injury and property damage).
- 1.2 The Receiving Hospital shall ensure that its property or business owner policy (BOP) covers losses and/or damages to third party property in the care, custody, or control of another party (commonly referred to as Personal Property of Others) at replacement cost value, and that the property policy or BOP limits are adequate to cover the property that the Receiving Hospital is provided under this MOU.
- 1.3 With respect to Upstate University Hospital, the State of New York does not purchase insurance covering liability, including but not limited to general and professional liability, arising out of the acts of the State of New York, the State University of New York, or their respective officers or employees while acting within the scope of their employment. In lieu of maintaining such insurance, the State represents that it has the full resources of its taxing power to respond to any claims for liabilities, without monetary limitation, provided, however, that the State's obligations with respect to any such claims are subject to the availability of lawful appropriations therefore as required by the New York State Finance Law and further subject to a determination of liability of the New York State Court of Claims.

2. Indemnification. The Requesting Hospital shall defend, hold harmless and indemnify Lending Hospital, its officers, directors, employees and representatives, from any and all claims, causes of action, penalties, fines or costs (including reasonable attorney's fees) arising from Receiving Hospital's use of any Resources provided by Lending Hospital.

**ARTICLE VIII
PLAN DEVELOPMENT/TRAINING**

1. Plan Development and Maintenance. This MOU shall be reviewed annually at the first quarterly sub-regional meeting of the respective Health Emergency Preparedness Coalition to assess and determine whether any changes are required and whether additional arrangements with other hospitals, other health care providers or suppliers, or other entities might be optimal to ensure the availability of essential services during an emergency.

2. Training and Exercising. Partner Response Hospitals will educate and train their appropriate staff regarding how to request and/or to receive Resources from other Partner Response Hospitals, including the proper procedures to follow, which personnel should make a request, whom to notify, and how to receive and financially account for donated resources. Training and exercising of this MOU will be executed annually.



Robert Seamon Date 5/22/17
Chief Executive Officer
Clifton-Fine Hospital

James W. Connolly Date
President & Chief Executive Officer
Ellis Medicine

Eric H. Stein Date
President/Chief Executive Officer
Cobleskill Regional Hospital

Scott H. Perra Date
President/Chief Executive Officer
Faxton St. Luke's Healthcare

Jay P. Cahalan Date
President & Chief Executive Officer
Columbia Memorial Hospital

Dianne Shugrue Date
President & Chief Executive Officer
Glens Falls Hospital

Sean Fadale Date
Chief Executive Officer
Community Memorial Hospital

Marlinda LaValley Date
Chief Executive Officer
Gouverneur Hospital

Mark Webster Date
Chief Executive Officer
Cortland Regional Medical Center

Charlie Miceli Date
Interim Chief Executive Officer
Inter-Lakes Health

Kimberly Boynton Date
Chief Executive Officer
Crouse Hospital

Eric Burch Date
Chief Executive Officer
Lewis County General Hospital

Rod Boula Date
Administrator/Chief Executive Officer
Elizabethtown Community Hospital

Michael L. Ogden Date
President & Chief Executive Officer
Little Falls Hospital

Sandra Horan 6/4/14

Sandra Horan Date
Executive Director
Margaretville Memorial Hospital

Ben Moore III Date
President & Chief Executive Officer
River Hospital

Charles F. Fahd Date
Chief Executive Officer
Massena Memorial Hospital

Basil Ariglio Date
President/Chief Executive Officer
Rome Memorial Hospital

Laurence E. Kelly Date
President/Chief Executive Officer
Nathan Littauer Hospital & Nursing Home

Thomas Carman Date
President & Chief Executive Officer
Samaritan Medical Center

Daniel M. Ayres Date
Chief Executive Officer
O'Connor Hospital

Angelo Calbone Date
President/Chief Executive Officer
Saratoga Hospital

Gene Morreale Date
Chief Executive Officer
Oneida Healthcare

Glen Cooper Date
Executive Director
SPHP Albany Memorial Hospital

Ann Gilpin Date
President & Chief Executive Officer
Oswego Health

Norman E. Dascher, Jr. Date
Chief Executive Officer, Acute Care - Troy
SPHP Samaritan Hospital

David Patak Date
President/Chief Executive Officer
Our Lady of Lourdes Memorial Hospital

Scott St. George Date
VP of Operations, Acute Care - Troy
SPHP Seton Health / St. Mary's Hospital

Sandra Horan Date
Executive Director
Margaretville Memorial Hospital

Ben Moore III Date
President & Chief Executive Officer
River Hospital

Charles F. Fahd 5/16/14

Charles F. Fahd Date
Chief Executive Officer
Massena Memorial Hospital

Basil Ariglio Date
President/Chief Executive Officer
Rome Memorial Hospital

Laurence E. Kelly Date
President/Chief Executive Officer
Nathan Littauer Hospital & Nursing Home

Thomas Carman Date
President & Chief Executive Officer
Samaritan Medical Center

Daniel M. Ayres 5/16/14

Daniel M. Ayres Date
Chief Executive Officer
O'Connor Hospital

Angelo Calbone Date
President/Chief Executive Officer
Saratoga Hospital

Gene Morreale 5/16/14

Gene Morreale Date
Chief Executive Officer
Oneida Healthcare

Glen Cooper Date
Executive Director
SPHP Albany Memorial Hospital

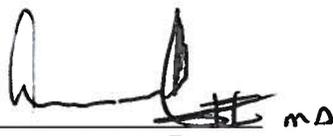
Norman E. Dascher, Jr. 5/16/14

Norman E. Dascher, Jr. Date
Chief Executive Officer, Acute Care - Troy
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Oswego Health

David Patak Date
President/Chief Executive Officer
Our Lady of Lourdes Memorial Hospital

Scott St. George Date
VP of Operations, Acute Care - Troy
SPHP Seton Health / St. Mary's Hospital



Ann Errichetti, MD
Chief Executive Officer
SPHP St. Peter's Hospital

Date
5-6-14

Matthew Salanger
President & Chief Executive Officer
UHS Binghamton General Hospital
UHS Wilson Medical Center

Date

Scott Perra
President/Chief Executive Officer
St. Elizabeth Medical Center

Date

Drake Lamien, MD
President
UHS Chenango Memorial Hospital

Date

Kathryn Ruscitto
President/Chief Executive Officer
St. Joseph's Hospital Health Center

Date

Paul Summers
Interim President/Chief Executive Officer
UHS Delaware Valley Hospital

Date

Victor Giulianelli
President & Chief Executive Officer
St. Mary's Healthcare - Hospital Campus
St. Mary's Healthcare - Memorial Campus

Date

John McCabe, MD
Chief Executive Officer
Upstate University Hospital
Upstate University Hospital Community Campus

Date

Daniel Ayres
Chief Executive Officer
Tri-Town Regional Hospital

Date

Ann Errichetti, MD Date
Chief Executive Officer
SPHP St. Peter's Hospital



Scott Perra Date
President/Chief Executive Officer
St. Elizabeth Medical Center

Matthew Salanger Date
President & Chief Executive Officer
UHS Binghamton General Hospital
UHS Wilson Medical Center

Drake Lamien, MD Date
President
UHS Chenango Memorial Hospital

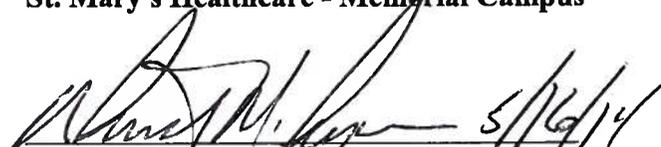
Kathryn Ruscitto Date
President/Chief Executive Officer
St. Joseph's Hospital Health Center

Paul Summers Date
Interim President/Chief Executive Officer
UHS Delaware Valley Hospital

Victor Giulianelli Date
President & Chief Executive Officer
St. Mary's Healthcare - Hospital Campus
St. Mary's Healthcare - Memorial Campus



John McCabe, MD Date
Chief Executive Officer
Upstate University Hospital
Upstate University Hospital Community Campus



Daniel Ayres Date
Chief Executive Officer
Tri-Town Regional Hospital

