

## **STATE OF TENNESSEE, REGION 4, HEALTHCARE COALITION MUTUAL AID AGREEMENT (MAA)**

This agreement is made and entered into as of March 2017 by Hospitals located in the Upper Cumberland Healthcare Preparedness Coalition, Emergency Medical Services Region 4, comprised of Cannon, Clay, Cumberland, DeKalb, Fentress, Jackson, Macon, Overton, Pickett, Putnam, Smith, Van Buren, Warren and White counties in Tennessee. This MAA describes the relationship among Hospitals and is intended to augment, not replace, each facility's emergency management plan. The Hospitals are collectively referred to as the "Participating Hospitals".

### **RECITALS**

**WHEREAS**, this agreement is not a legally binding contract, it does signify the belief and commitment of the Participating Hospitals that in the event of a disaster affecting our region or state, the medical needs of our communities will best be served if the Participating Hospitals cooperate and coordinate their response efforts and share staff, equipment, supplies and other essential services;

**WHEREAS**, the Participating Hospitals acknowledge that any Participating Hospital may from time to time find it necessary to evacuate and/or transfer patients due to the occurrence of a disaster;

**WHEREAS**, the Participating Hospitals further acknowledge that any Participating Hospital may from time to time lack the staff, equipment, supplies and other essential services to optimally meet the needs of patients due to the occurrence of a disaster;

**WHEREAS**, each Participating Hospital acknowledges that at any time it may, as a result of a disaster, (i) need assistance as an Affected Hospital or (ii) be able to render aid as an Assisting Hospital; and

**NOW THEREFORE**, in consideration of the above recitals, the Participating Hospitals agree as follows:

### **ARTICLE I**

#### **DEFINED TERMS**

- 1.1. The terms used throughout the Agreement shall have the meaning set forth below:
  - a. *Affected Hospital* is a Participating Hospital which is impacted by a Disaster.

- b. *Assisting Hospital* is a Participating Hospital which is available upon request to assist an Affected Hospital.
- c. *Disaster* means a major incident occurring or imminent within a Participating Hospital and/or in the surrounding community, which overwhelms its ability to function as a health care delivery organization and typically requires the notification of the local emergency management agency, local emergency response agencies, and the responsible Public Health Agency. However, activation of the Mutual Aid Agreement does not require prior action on the part of these agencies. Disasters include, but are not limited to, natural disasters, such as tornadoes, and man-made disasters, such as acts of terrorism. A Disaster may affect the entire facility or only a portion of the facility or its staff.
- d. *Evacuation* means the process of moving patients and staff from the Affected Hospital due to a Disaster that threatens life and/or the ability of the Affected Hospital to provide health care services.
- e. *Regional Hospital Coordinator* is a Health Department employee, who assists Affected Hospitals and Assisting Hospitals in the coordination of the transfer of patients and/or the sharing of resources, personnel, equipment and/or other essential services in their Public Health Region of the State of Tennessee in the event of a Disaster or Evacuation.
- f. *Regional Medical Communication Center (RMCC)* is a system for 24 hours a day, 7 days a week emergency medical communication and coordination between Participating Hospitals via radios and other methods.

## **ARTICLE II**

### **ACTIVATION PROCEDURES**

- 2.1. This agreement may be activated upon the declaration that an emergency or disaster exists at any of the Participating Hospitals by an individual at that facility who is authorized to make such declaration. Upon attaining knowledge that a disaster exists at any Participating Hospital, all Participating Hospitals agree to take reasonable and appropriate steps to assist such Hospital, including but not limited to assessing their ability and preparing to offer aid and assistance even if this requires activating emergency response plans.
- 2.2. Once a Hospital has exceeded or reasonably anticipates exceeding resources, capability and capacity requiring redirection of patients, evacuation of patients and/or establishment of alternate care facilities either on or off campus, assistance from the RMCC should be requested.

- 2.3. Activation of the Hospital Resource Tracking System (HRTS) to Event mode (disaster) in any county covered by this agreement will constitute activation of this agreement.
- 2.4. The RMCC, working in conjunction with the Emergency Medical Services Regional Consultant (EMS-C) and the Regional Hospital Coordinator, will work to locate available beds and assist with transportation of patients to the Assisting Hospital(s).

## **ARTICLE III**

### **COMMUNICATION BETWEEN PARTICIPATING HOSPITALS DURING A DISASTER**

- 3.1. Participating Hospitals agree to communicate and coordinate efforts to respond to a disaster via their Hospital Incident Commanders or Liaison Officers in conjunction with the Regional Hospital Coordinator (RHC) and/or Regional Medical Communications Center (RMCC), a.k.a. MedComm, that exists for the purpose of management and coordination of Emergency Medical Services;
- 3.2. Participating Hospitals agree to receive alert information via email, Tennessee Health Alert Network (TNHAN) or Hospital Resource Tracking System (HRTS) and the RMCC;
- 3.3. Participating Hospitals agree to communicate with the Regional Hospital Coordinator and Emergency Operations Centers by phone, fax, radio, and/or email.
- 3.4. Participating Hospitals agree to utilize the Joint Information Center (JIC) during a disaster to ensure that the public is presented with consistent, meaningful information. Each Participating Hospital will designate a Public Information Officer (PIO) who will serve as the liaison with the JIC. Depending on the extent of the event, the JIC may be coordinated through the Department of Health, Tennessee Emergency Management Agency (TEMA), or county EOC.

## **ARTICLE IV**

### **TRANSFERS**

- 4.1. The Participating Hospitals agree that the movement of patients from an Affected Hospital to an Assisting Hospital will be coordinated through and in conjunction with the Regional Medical Communications Center (RMCC). The Affected Hospital may also contact the Assisting Hospital directly.

- 4.2. The Affected 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 Hospital is responsible for providing the Assisting Hospital with copies of the patient's pertinent medical records, registration information and other information necessary for care; however, Assisting Hospitals should not delay acceptance and treatment of patients due to lack of information.
- 4.3. The Participating Hospitals agree that in accepting the transfer of patients from the Affected Hospital, the Assisting Hospital will make reasonable efforts, whenever feasible, to:
  - a. Communicate to the RMCC and Regional Hospitals Coordinator (RHC) and the Affected Hospital regarding the numbers and types/acuity of patients that they can accept.
  - b. Accept all transfers from Affected Hospital that are within their capabilities. The Assisting Hospital shall not be obligated to accept any patients which exceed its capacity or staffing, which shall be the sole discretion of the Assisting Hospital.
- 4.4. The Participating Hospitals agree to cooperate with each other in billing and collecting for services furnished to patients.

## **ARTICLE V**

### **STAFF, SUPPLIES, AND EQUIPMENT**

- 5.1. To the extent possible, the Participating Hospitals agree to share staff and medical or pharmaceutical supplies with any Affected Hospitals during a disaster event. This will be coordinated with the Incident Commander or Liaison Officer of the involved Hospitals working through the RHC. Each Participating Hospital shall be entitled to use its reasonable judgment regarding the type and amount of staff, supplies and equipment it can provide without adversely affecting its own ability to provide services.
- 5.2. The Participating Hospitals agree to cooperate with each other to determine appropriate compensation for the use of staff and for supplies and equipment shared.
- 5.3. Requests for supplies contained in the Regional Supply Cache should be made to the RMCC. The RMCC will contact the Regional Hospitals Coordinator to arrange transportation to the Affected Hospital.

- 5.4. The Affected Hospital is responsible for tracking the borrowed inventory and returning any non-disposable equipment in good condition or pay for the cost of replacement. The Affected Hospital will pay for all reasonable transportation fees to and from the transfer site. The Affected Hospital must replace with operating funds any consumable or damaged assets with same or similar assets as soon as practical. Unused supplies may be returned, provided that they are unopened and in usable condition.

## **ARTICLE VI**

### **MISCELLANEOUS PROVISIONS**

- 6.1. This Agreement constitutes the entire compact between the Participating Hospitals.
- 6.2. Amendments to this Agreement must be in writing and signed by the Participating Hospitals.
- 6.3. Nothing in this Agreement shall be construed as limiting the rights of the Participating Hospitals to affiliate or contract with any other entity operating a Hospital on either a limited or general basis while this Agreement is in effect. This Agreement is not intended to establish a preferred status for patients of any Affected Hospital.
- 6.4. A Participating Hospital may at any time terminate its participation in the Agreement by providing thirty-day written notice to the Regional Hospital Coordinator (RHC).
- 6.5. This agreement does not apply to the routine, day-to-day Hospital operations.

## SIGNATURE PAGE

---

I, agree to the terms and conditions of the Healthcare Coalition Mutual Aid Agreement (MAA).

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

HOSPITAL: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

**EXHIBIT A**

**Upper Cumberland Region**

**Healthcare Coalition Emergency Mutual Aid Agreement (“MAA”)**

**PARTICIPATING HOSPITALS**

1. Cookeville Regional Medical Center
2. Cumberland Medical Center
3. Cumberland River Hospital
4. Livingston Regional Hospital
5. Macon County General Hospital
6. Riverview Regional Medical Center
7. St. Thomas DeKalb Hospital
8. St. Thomas Highlands Medical Center
9. St. Thomas River Park Hospital
10. St. Thomas Stones River Hospital
11. Tennova Healthcare – Jamestown
12. Ten Broeck

**SIGNATURE PAGE**

---

I, agree to the terms and conditions of the Healthcare Coalition Mutual Aid Agreement (MAA).

NAME: David V. Bunch  
TITLE: CAO  
HOSPITAL: Cumberland Medical Center  
Phone Number: 931-484-9511  
Email: dbunch@cmchealthcare.org  
SIGNATURE: David V. Bunch  
DATE: 3/13/17

**SIGNATURE PAGE**

I, agree to the terms and conditions of the Healthcare Coalition Mutual Aid Agreement (MAA).

NAME: Paul Korsh  
TITLE: CEO  
HOSPITAL: Cumberland River Hospital  
Phone Number: 931-783-2000  
Email: pkorsh@cmchealth.org  
SIGNATURE: Paul Korsh  
DATE: 4-10-17

**REVIEWED & APPROVED  
LUKE HILL**

## SIGNATURE PAGE

---

I, agree to the terms and conditions of the Healthcare Coalition Mutual Aid Agreement (MAA).

NAME: Paul Korth  
TITLE: Chief Executive Officer  
HOSPITAL: Crookville Regional Medical Center  
Phone Number: 931-783-2000  
Email:  pkor@crmchealth.org  
SIGNATURE:   
DATE: 3-6-17

REVIEWED & APPROVED  
LUKE HILL

## SIGNATURE PAGE

---

I, agree to the terms and conditions of the Healthcare Coalition Mutual Aid Agreement (MAA).

NAME: Timothy W. McGill

TITLE: C.E.O.

HOSPITAL: Livingston Regional Hospital

Phone Number: 931-403-2100

Email: Tim.McGill@lpnt.net

SIGNATURE: 

DATE: 3/3/2017

## SIGNATURE PAGE

---

I, agree to the terms and conditions of the Healthcare Coalition Mutual Aid Agreement (MAA).

NAME:  Dennis A. Worford  
TITLE: CEO  
HOSPITAL: Macon County General Hospital  
Phone Number: 615 666-2147  
Email: dworford@mcgh.net  
SIGNATURE:   
DATE: 3/6/17

---

**SIGNATURE PAGE**

---

**I, agree to the terms and conditions of the Healthcare Facility Emergency Mutual Aid Agreement (MAA).**

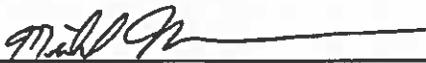
NAME: Mike Herman

TITLE: CEO

HEALTHCARE FACILITY: Riverview Regional Medical Center

Phone Number: 615-735-5150

Email: mike.herman@lpnt.net

SIGNATURE: 

DATE: 2-17-17

## SIGNATURE PAGE

---

I, agree to the terms and conditions of the Healthcare Coalition Mutual Aid Agreement (MAA).

NAME: \_\_\_\_\_ ANDY WACHTEL \_\_\_\_\_

TITLE: \_\_\_\_\_ CHEIF EXECUTIVE OFFICER \_\_\_\_\_

HOSPITAL: \_\_\_\_\_ SAINT THOMAS DEKALB HOSPITAL \_\_\_\_\_

Phone Number: \_\_\_\_\_ 615-215-5302 \_\_\_\_\_

Email: \_\_\_\_\_ andy.wachtel@sth.org \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ *Andrew Wachtel* \_\_\_\_\_

DATE: \_\_\_\_\_ *3/6/2017* \_\_\_\_\_

## SIGNATURE PAGE

---

I, agree to the terms and conditions of the Healthcare Coalition Mutual Aid Agreement (MAA).

NAME: Dale Humphrey Dale Humphrey

TITLE: CEO

HOSPITAL: Saint Thomas River Park

Phone Number: 931-815-4202

Email: robert.humphrey@sth.org

SIGNATURE: Dale Humphrey

DATE: 3-6-17

## SIGNATURE PAGE

---

I, agree to the terms and conditions of the Healthcare Coalition Mutual Aid Agreement (MAA).

NAME: \_\_\_\_\_ ANDY WACHTEL \_\_\_\_\_

TITLE: \_\_\_\_\_ CHEIF EXECUTIVE OFFICER \_\_\_\_\_

HOSPITAL: \_\_\_\_\_ SAINT THOMAS HIGHLANDS HOSPITAL \_\_\_\_\_

Phone Number: \_\_\_\_\_ 931-738-4150 \_\_\_\_\_

Email: \_\_\_\_\_ andy.wachtel@sth.org \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ *Andrew Wachtel* \_\_\_\_\_

DATE: \_\_\_\_\_ *3/6/2017* \_\_\_\_\_

## SIGNATURE PAGE

---

I, agree to the terms and conditions of the Healthcare Coalition Mutual Aid Agreement (MAA).

NAME: \_\_\_\_\_ ANDY WACHTEL \_\_\_\_\_

TITLE: \_\_\_\_\_ CHIEF EXECUTIVE OFFICER \_\_\_\_\_

HOSPITAL: \_\_\_\_\_ SAINT THOMAS STONES RIVER HOSPITAL \_\_\_\_\_

Phone Number: \_\_\_\_\_ 615-563-7207 \_\_\_\_\_

Email: \_\_\_\_\_ andy.wachtel@sth.org \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ *R. Andrew Wachtel* \_\_\_\_\_

DATE: \_\_\_\_\_ 3/6/2017 \_\_\_\_\_

## SIGNATURE PAGE

---

I, agree to the terms and conditions of the Healthcare Coalition Mutual Aid Agreement (MAA).

NAME: Lynette Pritchett  
TITLE: CEO / CFO  
HOSPITAL: Tennova - Jamestown  
Phone Number: 931-879-3352  
Email: Lynette.Pritchett@tennova.com  
SIGNATURE: Lynette Pritchett  
DATE: 3/6/17

## SIGNATURE PAGE

---

I, agree to the terms and conditions of the Healthcare Coalition Mutual Aid Agreement (MAA).

NAME: Kelly Tripp

TITLE: Executive Director

HOSPITAL: Ten Broeck Tennessee

Phone Number: 931-783-2521

Email: Ktripp@unitedmedical.com

SIGNATURE: 

DATE: 4-18-17