HOSPITAL DISASTER PLANNING & RESPONSE COMPACT

RECITALS:

WHEREAS, hospitals have the responsibility to provide a safe environment for all occupants, to include implementing disaster preparedness and mitigation strategies based on organizational and community hazard assessments;

WHEREAS, hospitals are susceptible to disasters, both natural and man-made, that could exceed the resources of any individual hospital;

WHEREAS, a disaster could result from incidents generating an overwhelming number of patients, (*e.g.,* major transportation accident, terrorism attack, etc.), from a smaller number of patients whose specialized medical requirements exceed the resources of the impacted facility (*e.g.,* hazmat injuries, trauma injuries, exposure to biological or radiological agents, etc.), from incidents such as building or plant problems resulting in the need for partial or complete evacuation (e.g., long-term power outage, flood, etc.), or from incidents impacting the availability of personnel or material resources (e.g., pandemic);

WHEREAS, the Hospital Disaster Planning & Response Compact ("Compact") is not a legally binding contract, but rather this Compact signifies the belief and commitment of the Participating Hospitals that in the event of a disaster, the medical needs of the citizenry will be best met if the Participating Hospitals cooperate with each other and coordinate their response efforts;

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

ARTICLE I. PURPOSE

1.1. This Compact is a voluntary agreement among Participating Hospitals to provide assistance at the time of a Disaster, not an Emergency, as defined herein, in accordance with relevant emergency management/ disaster preparedness plans. The assistance components of this Compact will not take effect until a disaster or an emergency has been declared by local or state authorities or when necessary to save lives or ensure critical patient care continuity in absence of a declared emergency or disaster.

1.2. This Compact also describes the relationships among hospitals and is intended to augment, not replace, organizational, community or regional disaster management plans, including trauma region plans. By signing this Compact, each hospital is stating its intent to abide by the terms of the Compact in preparation for and in the event of a disaster. Participating Hospitals are expected to incorporate the terms of this Compact into the hospital's emergency management plan.

ARTICLE II. DEFINITIONS

2.1. "Additional Healthcare Partners" means organizations that provide subject matter

expertise to support coordination of disaster preparedness, response, and recovery activities. Examples include, but are not limited to: law enforcement agencies, fire service agencies, faith-based organizations, community-based organizations, volunteer organizations active in disasters, etc.

2.2. "Affected Hospital" means a Participating hospital that has initiated a request for assistance that may include transferring patients to another hospital or receiving personnel, pharmaceuticals, supplies or equipment from another participating hospital.

2.3. "Assisting Hospital" means a hospital that receives transferred patients from or sends personnel, pharmaceuticals, supplies or equipment to an Affected Hospital.

2.4. "Assisting Personnel" means personnel sent by an Assisting Hospital and/or sent by local, county, or state governmental mechanisms, to provide patient care at a Participating Hospital.

2.5. "Disaster" means a type of emergency that, due to its complexity, scope, or duration, *threatens* the organization's capabilities and requires assistance beyond what is routinely and readily available, including organizational contingency plans, to sustain patient care, safety, or security functions. Examples may include: mass casualty incident, wide-spread IT outage, major infectious disease outbreak, long-term /large-scale utilities outage, etc. The disaster may be an "external" or "internal" event for hospitals and assumes that each Affected Hospital emergency management plan has been fully implemented.

2.6. "Emergency" means an unexpected or sudden event that *significantly disrupts* an organization's ability to perform its primary mission, or the environment of care itself, but is manageable with routinely and readily available resources. An emergency does not require incident command system activation to coordinate response and recovery activities. Examples may include: missing persons, limited severe weather, bomb threat, single patient application outages, short-term/small-scale utilities failures, etc.

2.7. "Essential Partners" means organizations that are essential for ensuring the coordination of disaster preparedness, response, and recovery activities within an emergency management agency jurisdiction. Examples include, but are not limited to: EMS providers, public health agencies, emergency management agencies, long-term care providers, pharmacies, laboratories, etc.

2.8. "Joint Information Center (JIC)" means a central location that facilitates operation of the Joint Information System. The JIC is a location where personnel with public information responsibilities perform critical emergency information functions, crisis communications, and public affairs functions.

2.9. "Joint Information System (JIS)" means a system that provides the mechanism to organize, integrate, and coordinate information to ensure timely, accurate, accessible, and consistent messaging across multiple jurisdictions and/or disciplines with nongovernmental organizations and the private sector. A JIS includes the plans, protocols, procedures, and structures used to provide public information. Federal, State, tribal, territorial, regional, or local Public Information Officers and established Joint Information Centers (JICs) are critical supporting elements of the JIS.

2.10. "Participating Hospital" means a hospital that has entered into this Compact.

ARTICLE III. ORGANIZATIONAL PREPAREDNESS

3.1. This Compact is not intended to replace a Participating Hospital's disaster plan. As such, Participating Hospitals have a responsibility to prepare for situations that could negatively impact patient care and operations. A minimum level of preparedness is expected from participating organizations to minimize undo pressure on Compact members due to lack of preparedness and capability from Participating Hospitals.

3.2. Participating Hospitals are expected to maintain the capability to manage the consequences of Emergencies, independent of support from the Compact (i.e., addressed at the organizational or local jurisdictional level).

3.2.1. Examples of Emergencies generally excluded from Compact support include, but are not limited to:

Natural Hazards	
Hazard	**Definition**
Blizzard	A severe snowstorm characterized by strong winds in excess of 56 km/h (35 mph) with blowing or drifting snow which reduces visibility to 400 meters or ¼ mile or less and must last for a prolonged period of time, typically three hours or more.
Drought – D4/Exceptional Drought	Exceptional and widespread crop/pasture losses; shortages of water in reservoirs, streams, and wells creating water emergencies.
Ice Storm (Severe)	Damaging accumulations of ice > ¼" during freezing rain situations that directly or indirectly impacts healthcare facility infrastructure.
Infectious Disease Outbreak (Global - Minor)	A condition characterized by spreading rapidly and extensively by infection and affecting many individuals across multiple countries or around the world at the same time with a ~15% attack rate, ~22% of "attacked" population seeking care at hospitals and ~3.5% of those requiring hospitalization; non-healthcare hospitalized fatality rate of ~<0.1. Peak employee absenteeism <10%. *(Similar Example: 2009 Flu Pandemic)*

Infectious Disease Outbreak (Local/Regional)	A condition characterized by spreading rapidly and extensively by infection and affecting many individuals within the healthcare facility or in a local area/region at the same time.
Severe Thunderstorm	A localized storm that is accompanied by lightning that impacts a healthcare facility. Strong wind gusts, heavy rain, hail, and tornadoes may also occur as part of a thunderstorm. A thunderstorm is classified as "severe" by the NWS if it produces large hail (1" or larger), straight line winds of 58 MPH or higher, and/or a tornado.
Snow Fall	A snow that is an intense, but limited duration, period of moderate to heavy snowfall, accompanied by strong, gusty surface winds and possibly lightning (generally moderate to heavy snow showers) that directly or indirectly impact healthcare facility operations.
Technological Hazards	
Hazard	**Description**
Hazardous Materials Release, External-Indirect (Moderate)	An uncontrolled release of hazardous substances (chemical, radiological) from a fixed facility or aviation, road or rail transport vehicle that negatively impact's the Emergency Department's ability to provide services; five or less ambulatory contaminated patients; one non-ambulatory contaminated patient.
Sociological Hazards	
Hazard	**Description**
Acts/Threats of Violence	Workplace violence is violence or the threat of violence against healthcare facility employees in the workplace environment.
Arson	The intentional or malicious setting fire to healthcare facility structures that does not result in significant impact to patient care.
Bomb Threat	A threat, usually verbal or written, to detonate at healthcare facility facilities an explosive or incendiary device to cause property damage, death, or injuries, whether or not such a device actually exists.
Civil Disorder	Abroad term that is typically used by law enforcement to describe forms of disturbance. Although civil disorder does not necessarily escalate to a disaster in all cases, the event may escalate into general chaos.
Cyber Attack (Minor)	A deliberate exploitation of computer systems, technology-dependent enterprises and networks. Cyber Attack is also known as computer network attack (CNA). A "Minor" Cyber Attack results in an "emergency" for healthcare facility. (Example: Network interruptions or denial of service involving a one or two work areas/one or two critical applications.)
Pediatric Abduction	The criminal act of capturing and carrying away by force a pediatric patient admitted to the healthcare facility or at an outpatient facility by an unauthorized family member or non-family member.
VIP Event	A person of great influence or prestige that visits the healthcare facility.

3.3. Participating Hospitals are expected to be engaged and integrated with local, and if applicable regional, Essential Partners and Additional Healthcare Partners to maximize disaster response capabilities.

ARTICLE IV. PRE-INCIDENT PLANNING & COMMUNICATION

4.1. Participating Hospitals will:

4.1.1. Identify primary and backup point of contacts for ongoing planning and pre-incident communication purposes. The point of contact(s) is responsible for determining the distribution of information within their healthcare organizations.

4.1.1.1. Maintain current contact information in applicable Compact notification procedures.

4.1.1.2. Email contact information and changes to HospitalDisasterCompact@mayo.edu.

4.1.2. Meet at least annually to discuss disaster response issues and coordination of response efforts.

4.1.3. Identify a 24/7 point of contact for urgent notification purposes. The point of contact is responsible for distribution of emergency information within the organization.

4.1.3.1. Maintain current contact information in applicable Compact notification procedures.

4.1.3.2. Email contact information and changes to HospitalDisasterCompact@mayo.edu.

4.1.4. Identify a primary and secondary Public Information Officer.

4.1.4.1. Maintain current contact information in applicable Compact notification procedures.

4.1.4.2. Email contact information changes to HospitalDisasterCompact@mayo.edu.

4.1.5. Identify a primary ground and air patient transport agency.

4.1.5.1. Email agency information and changes to HospitalDisasterCompact@mayo.edu.

4.1.6. Identify bed and staffing capacity, service capabilities and special certifications/designations.

4.1.6.1. Email capacity, capability and certification/designation information and changes to HospitalDisasterCompact@mayo.edu.

4.1.7. Maintain the capability to use the following primary communication tools to support disaster communication needs: phone, fax, email.

4.1.8. Maintain the capability to use the following secondary/backup communication tools to support disaster communication needs: Minnesota Radio Matrix for Emergency Response (ARMER) or equivalent for hospitals without access to ARMER outside of Minnesota, amateur radio, MNTrac/WITrac or equivalent.

4.1.9. Maintain supply chain, including pharmaceuticals, contingency plans that do not involve Compact support to provide for needs during an Emergency or Disaster.

4.1.10. For entities that provide emergency services to a community, maintain the ability to respond to one contaminated ambulatory or non-ambulatory patient that arrives to the facility.

ARTICLE V. COMPACT SUPPORT ACTIVATION

5.1. Only a Participating Hospital administrator or individual designated by a Participating Hospital administrator of an Affected Hospital has the authority to initiate a request for assistance from Participating Hospitals.

5.2. Upon activating the healthcare facility's Emergency Operations Plan for a Disaster event that will require support from Participating Hospitals and upon declaration of an emergency or disaster by the local or state jurisdiction, if applicable:

5.2.1. The impacted organization will notify the Mayo Clinic Emergency Communications Center (ECC) at phone number **855.606.5458** or backup phone number **507.255.2808**.

5.2.1.1. As a backup notification platform for Participating Hospitals with access to the Minnesota ARMER radio system, use **"SE Hospital" talkgroup** to notify the Mayo Clinic Emergency Communications Center (ECC)

5.3. The ECC will notify Participating Hospitals and/or request deployment of disaster support assets in accordance with current protocols.

5.3.1. The ECC will notify the Mayo Clinic Admissions Coordinating Office and Administrator-On-Call/Hospital Administrator to support coordination needs.

ARTICLE VI. COMPACT COMMUNICATIONS DURING DISASTERS

6.1. The Affected Hospital will be responsible for communicating incident information to the Mayo Clinic Emergency Communications Center.

6.2. Participating Hospitals will receive alert and incident information via primary or secondary communication methods and take action as appropriate.

6.3. Participating Hospitals may be asked to participate in conference calls to facilitate situational awareness and coordinate response or recovery.

6.3.1. Primary conference call number: 866.365.4406

6.3.2. Secondary conference call number: 303.248.9655

6.3.3. Access Code: 2559799

6.4. Bed Availability

6.4.1. Upon receiving notification of an incident (or exercise) at a Participating Hospital, Participating Hospitals will provide bed availability information to the Mayo Clinic Hospital Admissions Coordinating Office.

ARTICLE VII. COMPACT COORDINATION DURING DISASTERS

7.1. Mayo Clinic Emergency Communications Center will be the primary contact for and assist with organizing transportation for patient transfers/evacuation from an Affected Hospital to an Assisting Hospital.

7.1.1. During an event that results in activation of the National Disaster Medical System (NDMS), Mayo Clinic Emergency Communications Center will coordinate with Federal Coordinating Center to facilitate patient movement.

7.2. Mayo Clinic Rochester Admissions Coordinating Office will be the primary contact for and assist with patient distribution and tracking across Participating Hospitals to ensure appropriate patient care is made available to patients.

7.2.1. During an event that results in activation of the National Disaster Medical System (NDMS), Mayo Clinic Rochester Admissions Coordinating Office will coordinate with the Federal Coordinating Center to facilitate patient movement.

7.3. Mayo Clinic Administrator-On-Call/Hospital Administrator will be the primary initial contact for and assist with Compact personnel and material resource support to an Affected Hospital and situational awareness amongst Assisting Hospitals.

ARTICLE VIII. MEDIA RELATIONS AND RELEASE OF INFORMATION

8.1. The Affected Hospital will be responsible for working cooperatively with the jurisdictional emergency management agency and other organizations involved with disaster response operations to educate the general public on the status of the disaster, as applicable.

8.2. The Affected Hospital will be responsible for disseminating information to state and local public health departments, including patient names, diagnoses and other identifying information as may be needed to prevent or control the spread of the contagion and to avert imminent threats to health or safety of residents, as applicable.

8.3. If applicable, Affected and Assisting Hospitals will coordinate information as part of a Joint Information System to ensure public affairs personnel communicate with each other and release consistent messages/information to the media and public.

8.4. Depending on the event, a Joint Information Center may be established by a local or state emergency management agency or a local or state department of health. Affected and Assisting Hospitals will support the Joint Information Center, as appropriate.

ARTICLE IX. TRANSFER/EVACUATION OF PATIENTS

9.1. If a disaster results in partial or complete evacuation of a Participating Hospital, the other Participating Hospitals agree to receive patients from the Affected Hospital, even if this requires activating emergency response plans at the Assisting Hospital.

9.2. Communication and Documentation

9.2.1. An Affected Participating hospital must communicate its need for assistance the Mayo Clinic Hospital Compact Coordination Center and 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. An 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.

9.3. Transporting Patients

9.3.1. In the case of an evacuation, the Affected Hospital is responsible for triage and transportation of patients and any costs, not otherwise reimbursable by the

patient, the patient's third-party payer, or government agency, incurred for their transportation. Extraordinary medications or special equipment utilized by the patient, if available, will be transported with the patient.

9.3.2. If feasible, the Affected Hospital should inventory the patient's personal effects and valuables transported with the patient to the Assisting Hospital. The Affected Hospital should present the inventory list and the patient's valuables to the personnel transporting the patient, and receive a receipt for such items. The Assisting Hospital should, in turn, acknowledge and sign a receipt for the valuables delivered to it.

9.4. Supervision

9.4.1. Once the patient arrives at the Assisting Hospital, it shall become responsible for the care of the patient. If requested, the Assisting Hospital that assumes the care of the transferred patient may grant temporary medical staff privileges or emergency privileges, in accordance with its medical staff bylaws, to the patient's original attending physician.

9.5. Notification

9.5.1. The Affected Hospital is responsible for notifying, and if applicable, 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 relocation of patient as soon as practical.

ARTICLE X. TRANSFER OF PHARMACEUTICALS, SUPPLIES OR EQUIPMENT

10.1. During a disaster, Affected Hospitals will:

10.1.1. Use available routine pharmaceuticals, supplies and equipment.

10.1.2. When routine pharmaceuticals, supplies or equipment are inadequate to meet disaster response operational needs, activate contingency plans.

10.1.3. When contingency pharmaceuticals, supplies or equipment are inadequate to meet disaster response operational needs, request/obtain supplies from regional/state/national disaster stockpiles.

10.1.4. When regional/state/national stockpiles are inadequate to meet disaster response operational needs, request/obtain supplies from other Participating Hospitals via the Mayo Clinic Emergency Communications Center.

10.2. To ensure appropriate reimbursement, an Assisting Hospital sending pharmaceuticals, supplies and/or equipment to an Affected Hospital will

document in detail the delivery of the requested materials.

10.3. The Assisting Hospital is responsible for tracking the borrowed inventory and requesting the return of any non-disposable equipment, which shall be returned by the Affected Hospital in good condition, if possible.

10.3.1. An Affected Hospital will either replace or reimburse an Assisting Healthcare Facility for any consumable supplies or pharmaceuticals at actual cost. Unused supplies may be returned by the Affected Hospital to the Assisting Hospital provided that they are unopened and in good and usable condition.

10.3.2. The Affected Hospital is responsible for appropriately tracking the use and necessary maintenance of all borrowed pharmaceuticals, supplies and equipment during the time such items are in the custody of the Affected Hospital, in accordance with law.

ARTICLE XI. PERSONNEL SUPPORT

11.1. Personnel who are employed by, contracted with, act on behalf of, or are part of the staff of an Assisting Hospital who are dispatched to an Affected Hospital shall be limited to staff who are certified, licensed, privileged and/or credentialed at the Assisting Participating hospital, as appropriate, given such staff's professional scope of practice unless the Affected Hospital specifically requests dispatch of additional unlicensed staff such as students and/or interns, in which case the Assisting Hospital shall clearly communicate the identity of students/interns reporting to the Affected Hospital.

11.1.1. For personnel support across state borders, a local/state disaster declaration and request by the Governor of the state where the Affected Hospital is located may be required depending upon existing statutes.

11.2. Assisting Hospital employees who are dispatched to an Affected Hospital will act within their scope of practice in the capacity of Assisting Personnel with respect to the Affected Hospital and for all purposes set forth herein will function as Assisting Personnel at the Affected Hospital, but nothing in this Compact shall be construed as creating an employee-employer relationship between the Assisting Personnel and the Affected Hospital for purposes of worker's compensation coverage or other labor laws.

11.3. The Assisting Hospital's senior administrator or designee shall prepare and send to the Affected Participating hospital a list that includes the name, licensure category or other qualifications and any specialty training of the Assisting Personnel who are being dispatched to the Affected Hospital. The Affected Hospital shall, if possible, then verify the identity of the Assisting Personnel from the Assisting Hospital based on a current picture ID issued by the Assisting

Hospital or a state, federal or regulatory agency.

11.4. If possible, all Assisting Personnel shall report to the Affected Hospital or designated community disaster relief work registration site with one of the following:

11.4.1. Current organizational identification card. If the organizational identification card does not have a picture, then a valid government issued identification card will be required

11.4.2. Current license to practice, if applicable.

11.4.3. Presentation by a current participating hospital or medical staff member(s) with personal knowledge regarding the practitioner's identity.

11.4.4. The Affected Hospital may verify this information independently and in the event of extraordinary circumstances (e.g., no means of communication or lack of resources) such verification may occur after the emergency is determined to be under control, but must be done as soon as possible. Participating Hospitals that are accredited by credentialing organizations must follow the credentialing standards relevant to their facility.

11.5. In the case of Assisting Personnel deployed to an Affected Hospital, the Affected Hospital will identify where and to whom Assisting Personnel are to report and who will direct and/or supervise them.

11.5.1. This supervisor will brief the Assisting Personnel of the situation and their assignments.

11.5.2. The Affected Participating hospital shall maintain records of the hours worked by the Assisting Personnel and will provide and coordinate any necessary demobilization and post-event debriefing.

ARTICLE XII. MICELLANEOUS PROVISIONS

12.1. Term and Termination

12.1.1. The term of this Compact is open commencing for the Participating Hospital on the date of signature affixed to this Compact document. Any Participating Hospital may terminate its participation in this Compact at any time by providing written notice to all other Participating Hospitals at least thirty (30) days prior to the effective date of such termination.

12.2. Review and Amendment

12.2.1. The Compact will be amended as necessary to comply with any new statutes, regulations, or standards promulgated by governmental entities, regulatory or accrediting bodies, including, but not limited to standards promulgated by The Joint Commission or the American Osteopathic Association.

12.2.1.1. Mayo Clinic is authorized to modify language related to department titles (e.g., Admissions Coordinating Office), phone numbers and radio talkgroups without further approval from Participating Hospitals.

12.2.1.1.1. Mayo Clinic will provide updated Compact documents to Participating Hospitals within 14 days of updating information.

12.2.2. Participating Hospitals may request Mayo Clinic to convene a Review Committee to review and make Compact change recommendations. The Review Committee, at a minimum, will include a representative sampling of Participating Hospitals.

12.3. Confidentiality

12.3.1. Each Participating Hospital shall maintain the confidentiality of all patient health information and medical records in accordance with applicable state and federal laws, including, but not limited to, the HIPAA privacy regulations.

12.4. Reimbursement

12.4.1. For Personnel, Supplies, Services and Equipment Provided by an Assisting Hospital to an Affected Hospital.

12.4.2. Where personnel, supplies, equipment and/or pharmaceuticals are provided to an Affected Hospital, an invoice for expenses will be submitted by the Assisting Hospital to the Affected Hospital.

12.4.3. The Affected Hospital shall make payment for complete and reasonable invoices submitted within 120 days of receipt of such invoices.

12.5. Occupational Safety and Health

12.5.1. Affected Hospitals will provide appropriate Personal Protective Equipment (PPE) and decontamination equipment as available and in compliance with the Occupational Safety and Health Agency or state OSHA regulations.

12.6. Insufficient Resources

12.6.1. Participating Hospitals that lack the resources to send personnel, supplies, or equipment because of the situation at their own facility, must notify Mayo Clinic Emergency Communications Center.

12.6.2. Participating Hospitals are not required to provide resources or send personnel if it would negatively impact its own operational or patient care capabilities.

12.7. Assignment

12.7.1. A Participating Hospital may not assign any part of its duties, obligations, or rights under this Agreement.

12.8. Authority to Sign

12.8.1. Participating Hospital representatives signing this Agreement attest that they have the authority to sign and enter into this Compact on behalf of the Participating Hospital.

12.9. Severability

12.9.1. If any term or provision of this Agreement is determined to be illegal, unenforceable, or invalid in whole or in part for any reason, such illegal, unenforceable or invalid provisions or part thereof shall be stricken from this Agreement, and such provision shall not affect the legality, enforceability, or validity of the remainder of this Agreement. If any provision or part thereof of this Agreement is stricken in accordance with the provisions of this section, then this stricken provision shall be replaced, to the extent possible, with a legal, enforceable, and valid provision that is as similar in tenor to the stricken provision as is legally possible.

12.10. Headings

12.10.1. The headings in this Agreement are included for convenience only and shall neither affect the construction or interpretation of any provision in this Agreement nor affect any of the rights or obligations of the parties to this Agreement.

12.11. Jurisdiction

12.11.1. This Compact will be governed and construed in accordance with the laws of the state in which the Participating Hospital resides. The Parties agree that jurisdiction shall be in the state in which the Affected Hospital resides.

12.12. Entire Compact

12.12.1. This Compact and any exhibits properly incorporated are the complete agreement between the Participating Hospitals and may be modified only as set forth in this Compact.

I have read the foregoing Hospital Compact and agree to the terms set forth therein.

Signature	Date
Printed Name	Title
Organization Name	