

# **Knox/East Tennessee Healthcare Coalition**

## **Memorandum of Understanding**



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**I. Purpose**

The purpose of this Memorandum of Understanding (MOU) is to help participating healthcare organizations and affiliated partners coordinate before, during, and after an emergency to ensure an effective response in the coalition's community. This MOU helps participating healthcare organizations quickly obtain emergency assistance in the form of personnel, equipment, materials, information, and other associated services during disasters. Furthermore, this MOU may help participating healthcare organizations meet requirements for having mutual aid agreements (See Attachment B).

This MOU describes a voluntary coalition between the participating healthcare organizations located in the following counties in East Tennessee: Anderson, Blount, Campbell, Claiborne, Cocke, Grainger, Hamblen, Jefferson, Knox, Loudon, Monroe, Morgan, Roane, Scott, Sevier, and Union. This document is not intended to replace each organization's disaster plan. The terms of this MOU are to be incorporated into each healthcare organization's disaster plan.

**II. Background**

The Hospital Preparedness Program (HPP) grant requires that each coalition participating hospital, clinic, provider, and affiliated organization enter into voluntary memorandum of understanding for the sharing of personnel, resources, and information during and after a medical/health disaster or other event. MOU participants agree to voluntarily share resources only when resources are available, with the receiving organization agreeing to replace or pay the cost of the resource. An MOU participant is not required to share resources which it believes are needed to maintain its own operations.

Further, the HPP grant requires that each participating organization enter into a voluntary MOU stating their roles and responsibilities during the planning, response, and recover phases of medical/health disasters or other events. The Knox/East TN Healthcare Coalition (KET HC) is designed to outline the roles and responsibilities of participating healthcare agencies and affiliated organizations and establish a process for resource sharing among the KET HC members.

The KET HC MOU augments the government authorized mutual aid process used during times of a declared or actual disaster or emergency.

### III. Definitions

Receiving organization: Organization receiving mutual aid resources. Resources received may include personnel, equipment, supplies, pharmaceuticals, and/or information.

Providing organization: Organization providing mutual aid resources to meet the needs of a receiving organization (defined above). Resources provided may include personnel, equipment, supplies, pharmaceuticals, and/or information.

### IV. Participating Healthcare Coalition Member Roles and Responsibilities

#### a. Planning

During the planning phase, each KET HC member organization participating in this MOU agrees to do the following to the best of their ability:

- Establish and maintain relationships with coalition partners and local emergency response partners.
- Regularly share information with other KET HC members as it pertains to emergency planning efforts.
- Participate in KET HC meetings.
- Review plans, policies, and procedures that are developed by KET HC members and provide feedback.
- Participate in training, drills, and exercises.
- Maintain emergency supplies for disaster response.
- Develop organization disaster response, recovery, and continuity of operations plans.

#### b. Response

During the response phase, each KET HC member organization participating in this MOU agrees to share the following available resources to the best of its ability:

- Personnel
- Equipment
- Supplies
- Pharmaceuticals
- Information

1. Reimbursement: The default process for reimbursement of utilized resources is located in Attachment A. Any deviation from the default process must be agreed upon between the receiving and providing organizations in writing.

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2. Implementation: Only the Incident Commander within each KETH HC member organization has the authority to activate the process of sharing of mutual aid resources (excluding standard operating procedures for information sharing through the Healthcare Resource Tracking System and Tennessee Health Alert Network).
  3. Resource Request Process: The process for requesting medical and health mutual aid resources will be coordinated by the Tennessee Department of Health (TDH) Regional Hospital Coordinators (RHC) for East Tennessee and Knox County, TDH Emergency Medical Services (EMS) Consultant, and the Region II Regional Medical Communications Center (RMCC). These resources are available 24/7 by contacting the RMCC at 865-305-8500.
- c. Recovery
- During the recovery phase, each KET HC member organization participating in this MOU agrees to do the following to the best of their ability:
- Begin recovery planning as soon as the response phase begins.
  - Return facility/organization to pre-event status in terms of staffing, supplies and equipment, communications, facility use, records management, standards of care, and finance.
  - Resume day-to-day functions as soon as possible.
  - Monitor staff, patients, residents, and volunteers for signs of stress, illness, or needed intervention.

**V. Administration**

The Tennessee Department of Health and Knox County Health Department Regional Hospital Coordinators will maintain the original MOU documents and provide copies to all participating KET HC member organizations. The RHCs will also maintain correspondence, notices, modifications, and other documents related to this MOU.

All correspondence with the RHCs should be sent to:

- a. East TN Regional Health Office  
Regional Hospital Coordinator  
2101 Medical Center Way  
Knoxville, TN 37920
- b. Knox County Health Department  
Regional Hospital Coordinator  
140 Dameron Ave  
Knoxville, TN 37917

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**VI. Term and Termination**

The terms of this MOU will commence on the date this MOU is signed by KET HC member organizations and will continue in full force and effect until modified or terminated as provided herein. The MOU may be modified by mutual written agreement by all KET HC member organizations participating in the MOU at the time of modification. An individual organization may terminate its participation in this MOU by providing thirty (30) days written notice to the member organization's jurisdictional Regional Hospital Coordinator of its intent to terminate.

**Signature Page Following**

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**IN WITNESS WHEREOF, the undersigned have executed this Memorandum of Understanding on behalf of:**

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Knox/East TN Healthcare Coalition Member Organization

By: \_\_\_\_\_  
Authorized Signature Date

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Title

Submit this original signature page to:

For Members from East Regional Counties:

East TN Regional Health Office  
Regional Hospital Coordinator  
2101 Medical Center Way  
Knoxville, TN 37920

For Members from Knox County:

Knox County Health Department  
Regional Hospital Coordinator  
140 Dameron Ave  
Knoxville, TN 37917

Attachment A

**DEFAULT PROCESS FOR REIMBURSEMENT**

**REIMBURSEMENT:**

The process for reimbursement during times of disaster will be conducted as outlined below.

**LOANED EQUIPMENT:**

The receiving healthcare organization shall return to the providing organization any and all equipment borrowed during the time of a disaster. Equipment shall be returned to the providing organization in the same condition in which it was received in a timely manner. The receiving member organization shall bear all the costs associated with shipping and receiving the borrowed equipment.

**LOANED SUPPLIES, MATERIALS, OR PHARMACEUTICALS (CONSUMABLES):**

The receiving member organization shall return to the providing organization as soon as feasibly possible an exact replacement inventory of borrowed consumables. It shall be the receiving healthcare organization's responsibility to pay for any costs related to shipping the consumables back to the providing organization.

**LOANED PERSONNEL:**

The receiving member organization shall reimburse the providing organization compensation for all borrowed personnel during times of disasters. Reimbursement rates shall be based on the current compensation rate for personnel as provided by the providing organization. The receiving member organization is only responsible to reimburse the providing organization for the cost of wages for personnel that are specifically requested. Responding personnel who have not been specifically requested shall be considered volunteers.

**Attachment B**

**REFERENCES**

**NATIONAL INCIDENT MANAGEMENT SYSTEM (NIMS)**

Homeland Security Presidential Directive (HSPD) 5 Management of Domestic Incidents called for the establishment of a single, comprehensive national incident management system. As a result, the US Department of Homeland Security released the National Incident Management System (NIMS) in March 2004. NIMS provides a systematic, proactive approach guiding departments and agencies at all levels of government, the private sector, and nongovernmental organizations to work seamlessly to prepare for, prevent, respond to, recover from, and mitigate the effects of incidents, regardless of cause, size, location, or complexity in order to reduce the loss of life, property, and harm to the environment.

**US DEPARTMENT OF HEALTH AND HUMAN SERVICES (HHS)**

Healthcare coalitions are required to ensure a Memorandum of Understanding occurs between coalition partners per the HHS Assistant Secretary for Preparedness and Response (ASPR) Hospital Preparedness Program capability requirements.

**JOINT COMMISSION**

Healthcare organizations that are accredited through the Joint Commission are required to have mutual aid agreements to comply with Cooperative Planning Emergency Management Standards EM.01.01.01, EM.02.02.03

**CENTERS FOR MEDICARE AND MEDICAID SERVICES (CMS)**

CMS Emergency Preparedness Requirements for Medicare and Medicaid Participating Providers and Suppliers Final Rule, published on September 16, 2016 requires 17 provider and supplier types serving Medicaid and Medicare patients to demonstrate agreements to accept patients, share general condition and location of patients, and share facilities' occupancy needs and ability to provide assistance.



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**Attachment C**

**PARTICIPATING ORGANIZATIONS**

NOTE: This is a template page. Once organizations agree sign the MOU, they will be added to this attachment.