

Fatality Management Plan

Approved by CFDMC Board on June 21, 2022

Updated 5-31-23

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CENTRAL FLORIDA DISASTER MEDICAL COALITION FATALITY MANAGEMENT PLAN

RECORD OF CHANGES & DISTRIBUTION

| Changes | Distribution |
|--|---|
| In 2016, the region's medical examiners adopted the State of Florida Fatality Management Plan prepared by the State Medical Examiners Commission as the regional plan. | Region 5 Medical Examiners |
| D (11) 1 1 D 1 1 1 1 0000 | Distributed to Medical Examiners and Other Stakeholders for Comment 5/16/20 |
| Draft Update Developed May 2020 | Presented to Board for Approval on 6/16/20 |
| | Posted to Website 6/30/20 |
| Draft Update Developed December 2021 (remove outdated information, clarify roles) | By Region 5 Medical Examiners |
| Provided supporting documentation for | CFDMC; sent to Hospitals, Emergency Management and ESF8 for review |
| Memorandum of Understanding | Approved by CFDMC Board 6/21/22 |
| | Posted to website 6/30/22 |
| Plan updated (removed outdated information and updated MOU) - January 31, 2023 and May 31, 2023 | By Region 5 Medical Examiners By Coalition Posted to Website |
| | |

Introduction

Purpose: Mass fatality management involves emergency management organizations, public health agencies, medical examiners, funeral homes, hospitals, and other stakeholders, depending on the nature of the emergency. The CFDMC Fatality Management Plan outlines the roles and responsibilities of partners within Region 5 in managing mass fatalities. This plan aligns to and supports the State of Florida Fatality Management Response Plan of the Florida Medical Examiners Commission (See Appendix A).

Scope: This plan applies to medical examiners, funeral homes, emergency management, public health, hospitals, and other mass fatality partners within RDSTF Region 5, comprised of Brevard, Indian River, Lake, Martin, Orange, Osceola, Seminole, St. Lucie, and Volusia Counties.

Background: In early 2016, the Coalition facilitated an initial meeting of the Region 5 Medical Examiners, who agreed to adopt the State of Florida Fatality Management Response Plan of the Florida Medical Examiners Commission as the region's mass fatality plan. On September 27, 2022, four out of the five medical examiner offices in the region executed a memorandum of understanding (MOU) to provide resources to each other in a mass fatality incident. The counties involved with this MOU are Indian River, Lake, Martin, Orange, Osceola, Seminole, St. Lucie, and Volusia Counties.

Roles and Responsibilities in Mass Fatality Management:

Specific roles and responsibilities in a mass fatality event include:

Medical Examiners have the lead in managing mass fatalities, including command and control, recovery, postmortem processing, victim information and identification. Once notification is made of an event with a potential for significant loss of life, a medical examiner should attempt to assess the scope of the event and anticipate levels of additional resources that might be needed, including:

- Modification of routine workflow within the facility to permit processing and segregation of daily casework from disaster-related victims.
- Possible supplemental space and equipment requirements for refrigerated storage.
- Temporary staff and supply increases to respond to the surge event
- Implementation of a continuity of operations plan (COOP) in case of ME facility damage.
- Determine triggers for activating the Memorandum of Understanding among regional ME offices (See Appendix C) and requesting resources such as FEMORS and DMORT.

Hospitals should:

- Prepare for a surge in initial storage of decedents, including those who will not become medical examiner cases (e.g., non-medical examiner cases not claimed during an epidemic/pandemic or during a manmade or natural disaster)
- Manage large numbers of family members and friends of decedents who may come to the hospital
- Facilitate the identification of potential temporary, ad hoc mass fatality storage sites on campus and prepare for the need of expanded decedent storage capacity by adding additional body storage racks or refrigerated storage system(s).
- Manage contagious, chemically, or radiologically contaminated remains
- Provide information to Medical Examiners using the regional form (see Appendix B)

Emergency Management should:

- Provide requested support and assets through the county and state ESF-8, including activation of the FEMORS and DMORT teams and may share command and control through a Multi-Agency Command.
- Facilitate the identification of potential temporary, ad hoc mass fatality storage sites or body collection points in the community (e.g., parking decks, ice rinks) in the event refrigerated trailers and other conventional storage means are not immediately available or the death totals exceed conventional storage avenues.

 Secure and utilize a call center (such as Orange County 311 system staff) to manage incoming calls for victim information post-event.

Public Health should:

- Provide clinical guidance for protecting the health and safety of Medical Examiner and funeral home staff, and safe handling of remains. In Florida, the Florida Department of Health is the lead ESF-8 agency, and in most counties, the local health department is the lead for county ESF-8.
- Facilitate collecting contact information on each funeral home/crematorium within the region (which is already captured in the FDOH, EDRS system) to be able to communicate with them if needed during a disaster on behalf of the CDC and/or medical examiner community.
- Facilitate collecting storage capacity limitations at funeral homes/crematoriums and medical examiner offices within the region to have an established benchmark of its regional body storage capacity.
- Facilitate collecting from all the crematoriums within our region the normal range of cremations that can be conducted during a regular workday at their facility to have an established benchmark of its regional throughput during normal times.
- Facilitate distributing messaging to all hospitals, health departments, or other healthcare facilities if needed during a disaster on behalf of the CDC and/or medical examiner community.
- Once developed, facilitate providing test kits and coordination of processing of kits at state laboratories for medical examiner offices in the region during an epidemic/pandemic to identify a new virus.
- Ensure medical examiner, funeral home/crematorium personnel, and body transport personnel are all listed as "medically essential personnel" during a pandemic/disaster situation.

Funeral Homes should:

- Funeral homes and crematories selected by families will be notified by the
 medical examiner staff or hospital when remains are ready for release. Funeral
 homes and crematories will respond to transport the remains and assist in the filing
 of the death certificate under procedures established by the Bureau of Vital
 Statistics.
- Work with community leaders and FDOH to prepare a plan in the event a
 pandemic/disaster situation necessitates increasing processing potential at
 crematories in the region, as well as, identifying funeral homes/crematoriums
 who would commit to possibly storing decedents for other funeral
 homes/crematoriums temporarily during certain circumstances.
- Consider having language ready to request waiving the statutory requirement of waiting 48 hours after death to cremate during an epidemic/pandemic and getting a commitment from the crematoriums to extend their regular work hours under certain circumstances.

The Central Florida Disaster Medical Coalition should facilitate and support mass fatality planning, equipping, training and exercise needs of the Medical Examiners and other stakeholders.

Priorities for 2023:

The following are the Mass Fatality Management priorities for 2023 are:

- Increase Medical Examiner engagement in the plan through signing of Memo of Understanding with the Brevard County Medical Examiner's Office.
- Work with the region's hospitals in developing a mass fatality response protocol.

Appendices

Appendix A: Florida Fatality Management Response Plan of the Florida Medical Examiners Commission:

https://femors.org/files/2013/05/MEC FI Mass Fatality Plan 2012 Ver 3.pdf

Appendix B: Hospital Form for Reporting Mass Fatalities

Appendix C: Memorandum of Understanding

Medical Examiner's Office

Brevard County (District 18)
Indian River County (District 19)
Lake County (District 5)
Martin County (District 19)
Orange County (District 9)

Osceola County (District 25) Seminole County (District 24) St. Lucie County (District 19) Volusia County (District 7)

| Affix | | |
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| Label | | |
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HOSPITAL WORKSHEET FOR MASS FATALITIES

| Patient/Decedent Name (LAST, First, Middle Initial) | | | | | | | | | | | |
|--|--|--------------------|-----------|---------------|-----------|---------|-------------------|-------------------|----------|----|--|
| Hospital Name | | Hospital MR Number | | | er | | Eſ | EMS Triage Number | | | |
| Patient/Decedent Address (Street, City, State, Zip, County, Country) | | | | | | | | | | | |
| Date of Birth/Age | Gender Race M F Citizenship/Nationality | | | | | | | | | | |
| Type of ID: Driver's Licens | se \square M | lilitary ID | □ P | asspo | rt | State | /Coun | try of issue | ID# | | |
| □ State Photo ID □ Foreign Govt ID □ Other | | | | | | | | | | | |
| Date of Arrival at Hospital | | | | Locat | tion of w | here pa | tient a | rrived from (| if knowr | 1) | |
| Method of Arrival: Walk-in EMS Name of EMS Agency: | | | | | | | | | | | |
| City/State/Zip/County, Country | | | | | | | | | | | |
| Next of Kin Name (if known) Relationship status to decedent | | | | | | | | | | | |
| NOK Address | | | NOK Phone | | | | | | | | |
| Information Needed For Death Certificate | | | | | | | | | | | |
| Suggested Cause of Death or Presenting Symptoms | | | | | | | | | | | |
| Date of Death | Time of Death | | | Pronounced By | | | ☐ DOA ☐ Inpatient | | ☐ ER | | |
| ID Photo taken? □ | Photo(s) & Worksheet protected in plastic & Personal effects contained in plastic & placed inside shroud/body bag? | | | _ | | | | | | | |
| Hospital Worksheet complet | ed by (prir | nt name) | Sign | nature | 2 | | | Date/Time | | | |

Clear Form Button:

BCC Mtg. Date: September 27, 2022

REGION 5 MEDICAL EXAMINER MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING (MOU) is entered into between the Medical Examiner Offices within the Regional Domestic Security Task Force Region 5 (Indian River, Lake, Martin, Orange, Osceola, Seminole, St. Lucie, and Volusia Counties).

RECITALS

WHEREAS, the region's Medical Examiner Offices desire to enter into a mutually advantageous agreement to provide resources to each other in a mass fatality event;

WHEREAS, a mass fatality event can tax or even overwhelm individual Medical Examiner Offices quickly; and

WHEREAS, cooperation and support from Medical Examiner Offices from across the region can mitigate the impacts of mass fatality event.

NOW THEFORE, in consideration of the foregoing, the parties agree as follows:

- A. Recitals. The foregoing recitals are true and incorporated herein by reference.
- B. Intent. The parties entering into this MOU hereby agree to assist each other, to the extent possible, by providing available equipment, personnel, and space in the event of a mass fatality event.
 - C. Responsibilities of Parties. The Region 5 Medical Examiner Offices will:
 - 1. Agree to provide equipment, personnel or space to a requesting Medical Examiner impacted by a mass fatality event, within the capabilities of the responding Medical Examiner Office(s). At no time will the responding Medical Examiner Office(s) be expected to place themselves into a resource shortage to comply with this provision. The definition of "resource shortage" will be determined by the individual Medical Examiner Office based on their internal decision-making process.
 - 2. The requesting Medical Examiner Office will track any resources provided by the responding Medical Examiner Office(s), and facilitate return of any durable resources, and seek reimbursement from the state for any consumable resources provided.
 - 3. The responding Medical Examiner Office will be responsible for continued pay to deployed personnel. The Central Florida Disaster Medical Coalition will provide accident insurance and medical liability insurance to deployed personnel. The requesting Medical Examiner Office will be responsible for command of deployed personnel;

however, said deployed personnel shall not be deemed employees of the requesting Medical Examiner.

D. **Notices.** Any notice delivered with respect to this MOU must be in writing and will be deemed to be delivered (whether or not actually received) when (i) hand delivered to the persons designated below, or (ii) when deposited in the United States Mail, postage prepaid, addressed to the person at the address for the party as set forth below, or such other address or to such other person as the party may have specified by written notice to the other party delivered according to this section:

As to District 5/24 Medical Examiner (Lake/Seminole Counties):

Barbara Wolf, M.D. District Medical Examiner 809 Pine Street Leesburg, Florida 34748

As to District 7 Medical Examiner (Volusia County):

James Fulcher, M.D.
District Medical Examiner
1360 Indian Lake Road
Daytona Beach, FL 32124-1001

As to District 9/25 Medical Examiner (Orange/Osceola Counties):

Joshua Stephany, M.D. District Medical Examiner 2350 East Michigan Street Orlando, FL 32806

As to District 19 Medical Examiner (Indian River, Martin, St. Lucie Counties):

Patricia Aronica, M.D. District Medical Examiner 2500 South 35th Street Ft. Pierce, FL 34981

E. Indemnification. Each party agrees to defend, indemnify, and hold harmless the other Party, its officials and employees from all claims, actions, losses, suits, judgments, fines, liabilities, costs and expenses (including attorney's fees) attributable to its negligent acts or omissions, or those of its officials and employees acting within the scope of their employment or arising out of or resulting from the indemnifying party's negligent performance under this agreement. Nothing contained herein shall constitute a waiver of sovereign immunity or the provisions of Section 768.28, Florida Statutes. The foregoing shall not constitute an agreement

by either party to assume any liability for the acts, omissions and/or negligence of the other party.

F. Insurance. Without waiving its right to sovereign immunity as provided in Section 768.28, Florida Statutes, each party acknowledges to be self-insured for General Liability and Automobile Liability with coverage limits as set forth in Section 768.28, Florida Statutes.

Each party agrees to maintain commercial insurance or to be self-insured for Workers' Compensation & Employers' Liability in accordance with Florida Statute 440.

Upon request each party shall provide an affidavit or Certificate of Insurance evidencing self-insurance or commercial insurance up to sovereign immunity limits, which both parties agree to find acceptable for the coverage mentioned above.

Either party's failure to request proof of insurance or to identify any deficiency in coverage or compliance with the foregoing requirements shall not relieve the other Party of its liability and obligations under this agreement.

The parties shall require all contractors performing work in support of this Agreement to procure and maintain workers' compensation, commercial general liability, business auto liability coverage. Each party shall be listed as an additional insured on all general liability policies.

- G. Employee Status. Persons employed by one party in the performance of services and functions pursuant to this MOU are deemed not to be the employees or agents of any other party, nor do these employees have any claims to pensions, worker's compensation, unemployment compensation, civil service, or other employee rights or privileges granted to such other party's officers and employees either by operation of law or by such other party.
- H. **Counterparts.** This MOU may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- I. Term. This MOU is effective as of the date last signed below and shall remain in effect for two years thereafter ("initial term"). After the initial term, this MOU shall automatically renew for subsequent two-year terms unless terminated as set forth herein.
- J. **Termination.** Any party may terminate this MOU for convenience upon at least thirty (30) days written notice to the other parties as set forth above.

IN WITNESS WHEREOF, the parties have caused this MOU to be executed on behalf of their respective entities, their successors and assigns, on the dates set forth below.

LAKE AND SEMINOLE COUNTIES MEDICAL EXAMINER'S OFFICE

By: District 5/24 Medical Examiner

Barbara Wolf, M.D.

District Medical Examiner

Date:

VOLUSIA COUNTY MEDICAL EXAMINER'S OFFICE

By: District 7 Medical Examiner

y: Jung L.

James Fulcher, M.D

District Medical Examiner

Date:

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ORANGE COUNTY MEDICAL EXAMINER'S OFFICE



By: Orange County Board of County Commissioners

By: Trum, 5,000 of Jerry L. Demings

Orange County Mayor

Date: September 27, 2022

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OSCEOLA COUNTY MEDICAL EXAMINER'S OFFICE

| By: | Osceola | County | Board | of | County |
|-------|------------|------------------|-------|----|--------|
| Com | missioners | | 7 | | |
| Ву: | De | » 1 _N | 2h | | |
| | Don Fisher | [| | | |
| | Osceola C | ounty Man | ager | | |
| | | | | | |
| Date: | : 5√ | 12/22 | | | |

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INDIAN RIVER, MARTIN, AND ST. LUCIE COUNTIES MEDICAL EXAMINER'S OFFICE

By: District 19 Medical Examiner

| D.,, | |
|------|---------------------------|
| Ву: | Patricia Aronica, M.D. |
| Date | District Medical Examiner |