

Alabama Health Care Provider Mutual Aid Compact Overview

BACKGROUND

- Existing Compact (Alabama Health Care Provider Mutual Aid- commonly referred to as the Hospital Mutual Aid Compact) was adopted in 2008.
- The need to revise the Alabama Health Care Provider Mutual Aid Compact, came about from several factors including but not limited to the: establishment of Healthcare Coalitions (HCC) in Alabama in 2012; development of the state level, Crisis Standards of Care Framework (to be completed no later than FY 2021); and healthcare system discussion of resource management during the 2018 Flu season and other events impacting delivery of patient care throughout the state.
- Compact will dovetail the Crisis Standards of Care document upon adoption. Widespread use of the Compact during a disaster would be an indicator of emergency response activities and may serve as a statewide trigger for implementation of Crisis Standards.
- Signature of the revised Compact is necessary due to significant changes (see changes below).

PURPOSE

- The purpose of this Compact is to expedite and facilitate the sharing of resources among participating entities during disasters by outlining the processes and responsibilities of these entities by prior agreement.

CHANGES

- Expands potential participation beyond Hospitals to include other healthcare facility types
- Encourages participation in HCCs
- Includes the role of HCCs in resource sharing
- Alabama Incident Management System (AIMS) language updated
- Eliminates reference to defunct Patient Transfer Center

A NON-BINDING AGREEMENT

- This document is not a legal contract. It does not obligate or bind a party to share or provide anything to another party. Throughout the document phrases such as “make reasonable efforts” and provide “staff, supplies and equipment it can provide without adversely affecting its own ability to provide services” are emphasized. A party to this agreement is not obligated to share anything.
- Exhibit B- 6.9: Relationship to the Public in General. The execution of this Compact shall not give rise to any liability or responsibility for failure to respond to any request for assistance, lack of speed in answering such a request, inadequacy of equipment, or abilities of the responding personnel.
- If a party to this compact feels that they would be limiting their ability to provide services to their own patients, they may decline to share their resources.
- Further, this compact does not limit a Participating Entity’s right to contract with another entity nor does it supersede any such agreements.

ADVANTAGES FOR COALITIONS

- Adoption of the Compact addresses 2017-2022 Healthcare Preparedness and Response Capabilities required in the Coalition Assessment Tool (CAT):
 - Capability 1 Foundation for Healthcare and Medical Readiness: Objective 2 Identify Risks and Needs; Activity 3 Prioritize Resource Gaps and Mitigation Strategies
 - Capability 1 Foundation for Healthcare and Medical Readiness: Objective 5 Ensure Preparedness Sustainability; Activity 4 Engage Community Leaders

- Capability 3 Continuity of Healthcare Service Delivery: Objective 3 Maintain Access to Non Personnel Resources during an Emergency; Activity 2 Assess and Address Equipment, Supply, and Pharmaceutical Requirements
- Capability 4 Medical Surge Objective 2 Respond to a Medical Surge

ADVANTAGES FOR HEALTHCARE FACILITIES

- Expands a facility’s pool of potential resources.
- Helps to integrate the facility into the preparedness and response plans and activities of the local Healthcare Coalition.
- Provides situational awareness and improves communication during disasters through the use of AIMS.
- Facilitates the sharing of resources with other participants by means of prior agreed upon processes.
- Participation in this compact supports emergency preparedness requirements and standards related to planning, coordinating and collaborating with outside organizations to also include plans for requesting, obtaining and sharing of resources during a disaster.

KEY ELEMENTS OF THE COMPACT

- **Recitals:** These statements lay out the background and assumptions upon which the document is based.
- **Article I Definition of Terms:** Specifically defined are the terms Affected, Assisting and Participating Entity, AIMS, Designated Representative, Disaster, Evacuation, Healthcare Coalition, Operating Procedure and ADPH Coordinator.
- **Article II Operating Procedures:** Participating Entities agree to designate a representative (liaison) and at least two backups. These individuals are encouraged to join their Healthcare Coalition. Participating Entities agree to participate in Public Health activities for notification of their capacity status during disasters.
- **Article III Communication During a Disaster** Specifies the who and how of communications; use of AIMS.
- **Article IV Transfers:** Outlines the fundamental agreement to make reasonable efforts to accept transferred patients under terms stated in Compact.
- **Article V Staff, Supplies, and Space:** States that Participating Entities agree to make reasonable efforts to provide these resources available to each other without adversely affecting its own ability to provide care.
- **Article VI Non-Employed Medical Staff:** Non-employed medical staff may be informed of requests for assistance with staffing needs giving them the opportunity to offer their professional services. Entities agree to cooperate to verify employment status, licensure, training etc.
- **Article VII Miscellaneous Provisions:** Compact does not limit rights of Participating Entities to affiliate or contract. Participating Entities may terminate participation in the Compact at any time with 30-day written notice to the Alabama Department of Public Health, Center for Emergency Preparedness (ADPH CEP), otherwise, the Compact remains in effect.

Upon Governor’s Proclamation of State of Emergency, all parties acting within scope of Compact are considered as emergency management workers granted civil immunity under Chapter 16 Title 31 Code of Al. 1975.

- **Exhibit A:** Name of Participating Entity and names of designated representatives and backups including title and contact information.

- **Exhibit B:** Guidelines for implementation of the Compact's following sections:

- 1. Patient and Patient Transfer Responsibilities:**

Describes how patient transfers are initiated, the tracking of patients and the specific responsibilities of each entity when transfers are made. The process for discharge of transferred patients is outlined as well as charges for services and notifications to be made.

- 2. Supplies, Equipment and Pharmaceuticals:**

The process for communication of request for medical equipment and supplies is stated along with details on transportation, supervision and documentation. The agreement regarding risk of loss, compensation and return of loaned equipment are described as well as repair and maintenance of borrowed items.

- 3. Personnel:**

This section covers the transfer of personnel starting with the request procedure and including credentialing, dispatching, receiving and supervision of assisting personnel. Other aspects outlined include housing and meals, financial responsibilities, personnel files, recall of staff and non-dispatched volunteers.

- 4. Ancillary Services:**

Participating Entities agree to make essential ancillary services, including clinical laboratory and dietary, available with specifics of request, transportation and compensation set out.

- 5. Liability and Insurance:**

Particulars of required coverage and documentation are related. Workers' Compensation, comprehensive general liability, automotive liability and professional liability coverage compliance are outlined.

- 6. Relationship of Parties:**

6.2 If Governor proclaims a state of emergency for purposes of Title 31, Code of Alabama 1975 parties performing state or state directed functions under 31-9-17, Code of Alabama 1975 are entitled to immunities granted under that section.

6.4 Nothing in this Compact is intended to create or shall be deemed or construed to create a partnership, joint venture or employee/employer relationship. Relationships with State of Alabama, other facilities and the public are specified. The Compact and the rites of parties to it may not be assigned without written consent of other parties. No waiver of a breach of any provision of the Compact shall be construed to be a waiver of any breach of other provisions or of a succeeding breach of the same provision. Compact does not supersede or interfere with National Disaster Medical System (NDMS) arrangements.

- 7. Mobilization and Demobilization Procedures:**

Each party shall have a plan for mobilization of its resources and facilities. Parties will coordinate demobilization procedures and post event debriefing.