

MUTUAL AID AGREEMENT

I. Introduction

The State of Missouri is currently responding to a global pandemic caused by an outbreak of SARS CoV-2 (COVID-19). Response activities have greatly impacted the health care industry as health care providers prepare for a potential surge of infected patients and the personnel who are needed to care for those patients. At the same time, numerous hospitals and other health care facilities have canceled elective and non-emergency procedures to guard against infection and preserve limited personal protective equipment. As a result, many hospitals and health care facilities have furloughed personnel to address decreased revenues and patient care activities. Long-term care facilities are also preparing for potential COVID-19 outbreaks among residents and staff. In the event a significant number of staff are exposed to or infected with COVID-19 and unable to work due to quarantine or illness, long-term care facilities could experience critical staffing shortages. This Mutual Aid Agreement (MAA) is intended to alleviate staffing shortages in long term care.

II. This Mutual Aid Agreement

The purpose of this Mutual Aid Agreement is to establish a coordinated system through which long-term care facilities throughout Missouri can request assistance from other health care facilities in lending employees to work in long-term care facilities experiencing staffing shortages as a result of COVID-19 exposure or illness. Health care facilities that are parties to this MAA are referred to individually as a “Lending Facility” (collectively, “Lending Facilities”), and long-term care facilities that are parties to this MAA are referred to individually as a “Receiving LTC Facility” (collectively, “Receiving LTC Facilities”).

In agreeing to the terms and conditions contained in this MAA, the parties acknowledge that a Lending Facility signing this MAA is not committed to provide aid or assistance to any Receiving LTC Facility. This MAA is intended to augment, not replace, each facility’s emergency operations plan and provide a process for coordinating activities when a Lending Facility voluntarily elects to provide aid and assistance to a Receiving LTC Facility. However, when a Lending Facility commits resources to a Receiving LTC Facility pursuant to this MAA, it is the intent of those parties that the MAA is binding and enforceable, especially certain terms and conditions concerning payments by a Receiving LTC Facility to a Lending Facility.

This MAA does not replace, but rather supplements the resources that may be available through external organizations during the COVID-19 pandemic, such as the State of Missouri, local emergency medical services, local public health departments, and emergency operations centers.

- III. Definitions. The following definitions apply to the terms and conditions contained in this MAA:
- A. Designated Representative — An individual identified by a party as having the authority to issue, receive, and answer requests for resources pursuant to this MAA.
 - B. Emergency — An emergency, catastrophic event, disaster, public health crises, or other exigency as may be determined in the jurisdiction(s) in which the parties are located.
 - C. Emergency Operations Center (EOC) — An entity that coordinates activities organizationally above the field level to prioritize the incident demands for critical or competing resources, thereby assisting the coordination of operations in the field.
 - D. Incident Command System (ICS) — A method of operation that provides a structure to enable agencies with different legal, jurisdictional, and functional responsibilities to coordinate, plan and respond to emergencies.
 - E. Lending Facility — any health care facility that considers requests and provides Transferred Personnel pursuant to this MAA. This definition of a Lending Facility, and any reference to such throughout the MAA, includes any facility that is owned, operated, or managed by a hospital or health system.
 - F. National Incident Management System (NIMS) — The federal coordinating program overseen by the Department of Homeland Security (DHS) requiring health care facilities to formulate emergency plans including mechanisms to facilitate mutual aid in the event of inter-jurisdictional emergencies.
 - G. Personnel – Individuals needed by a Receiving LTC Facility to fulfill staffing needs during a staffing shortage as a result of COVID-19 exposure or infection of its regular staff.
 - H. Receiving LTC Facility — Any long-term care facility that requests Personnel and receives Transferred Personnel pursuant to this MAA.
 - I. Transferred Personnel – Employees of a Lending Facility who are transferred or loaned by the Lending Facility at the request of a Receiving LTC Facility to provide services to the Receiving LTC Facility. Such services may or may not be clinical in nature.
 - J. Workers’ Compensation — The government administered system for providing benefits to individuals injured or killed in the course of employment, regardless of fault.

IV. Maintenance of Individual Hospital's Emergency Management Program

Each participating organization will maintain its own emergency operations plan that includes, at a minimum, provisions for the care of patients in an emergency or disaster situation, maintenance of disaster equipment, appropriate training of staff and implementation of an internal incident command system based on the principles of the NIMS and/or Hospital Incident Command System (HICS).

V. Mutual Aid Requested by a Receiving LTC Facility

A. General Coordination

1. Only the Designated Representative of a Receiving LTC Facility that has a need for Personnel has the authority to initiate a request pursuant to this MAA. This request may be executed directly between a Lending Facility and Receiving LTC Facility but the MAA activation must be communicated to the Missouri Department of Health and Senior Services (DHSS).
2. The Lending Facility has responsibility to consider the impact on internal services and operations prior to releasing Transferred Personnel to the Receiving LTC Facility. The Lending Facility may limit its assistance to the provision of furloughed employees only.
3. The Receiving LTC Facility will assume direction and control of the Transferred Personnel during the time the staff are at the Receiving LTC Facility.

B. Transfer of Personnel

1. The Receiving LTC Facility will provide to the Lending Facility through direct communication or through DHSS, Division of Regulation and Licensure, Section for Long-Term Care the following information:
 - a. The number of requested Personnel and specific skills requested, including required licensure, certifications, criminal, background or health screenings and vaccinations necessary before the Transferred Personnel will be accepted for employment.
 - b. An estimate of how quickly the request is needed.
 - c. The location where the Transferred Personnel are to report.
 - d. Confirmed nutritional and sleeping accommodations, if applicable, for the anticipated duration of the stay for the Transferred Personnel.

- e. The length of service and all arrangements which must be mutually agreed upon by the Lending Facility, Receiving LTC Facility and Transferred Personnel prior to the Lending Facility releasing Personnel.
- C. The Receiving LTC Facility will be responsible for overtime of Transferred Personnel including overtime that occurs as a result of being loaned and transferred during the middle of a payroll cycle.
- D. The Lending Facility will pay the Transferred Personnel on its normal pay cycle and without break in benefit of service.
- E. If possible, the Transferred Personnel should submit hours worked to both the Lending Facility and Receiving LTC Facility during the period their services have been loaned.
- 1. The arriving Transferred Personnel will be required to present their Lending Facility identification badge upon arrival at the site designated by the Receiving LTC Facility. The Receiving LTC Facility will be responsible for the following:
 - a. Establishing and following procedures for the arriving Transferred Personnel consistent with federal and state regulations or accrediting organization requirements pertaining to privileges in effect at the time of the medical disaster.
 - b. Confirming the Transferred Personnel's ID badge with the list of Transferred Personnel provided by the Lending Facility.
 - c. Providing appropriate additional identification, e.g. "visiting personnel" badge, to the arriving Transferred Personnel.
 - 2. The Receiving LTC Facility's Designated Representative shall identify where and to whom the Transferred Personnel are to report. The Receiving LTC Facility's designated representative shall meet the Transferred Personnel at the point of entry of the facility and brief the Transferred Personnel of the situation and their assignments. Transferred Personnel will be made aware of their supervisory structure and support while in the facility. The shift for Transferred Personnel should be no longer than required by the Receiving LTC Facility of its own staff in such an emergency but should be scheduled no less than eight (8) hours per shift. Unless catastrophic circumstances exist, Receiving LTC Facility staff will be accessible at all times to Transferred Personnel for oversight responsibilities.
 - 3. The Receiving LTC Facility will reimburse the Lending Facility for the actual costs of the Transferred Personnel, which shall include salary and benefits. Administrative expenses associated with the transfer to be reimbursed will not

exceed 10 percent of the total costs of salary and benefits. The Receiving LTC Facility shall be responsible for reporting data for the determination of workers' compensation rates and other related purposes as necessary.

4. The Medical Director or other authorized individual of the Receiving LTC Facility will be responsible for providing a mechanism for granting appropriate emergency privileges for nurses and other licensed health care providers to provide services at the Receiving LTC Facility that are consistent with the Centers for Medicare & Medicaid Services' and Joint Commission Standards and state regulations.
5. The Receiving LTC Facility will provide and coordinate any necessary demobilization procedures and post event stress debriefing. The Receiving LTC Facility is responsible for providing the Transferred Personnel any transportation necessary for their return to the Lending Facility.

F. Reimbursement Under the Stafford Act.

1. Receiving LTC Facilities that are private nonprofit entities may be eligible for reimbursement for some of their expenses by the Federal Emergency Management Agency (FEMA) under the Stafford Act for their work associated with providing emergency medical services during a declared disaster. Each Receiving LTC Facility agrees to keep records required to support its own request for reimbursement under the Stafford Act.
2. All parties, to the extent applicable, agree that they will follow the FEMA procedures that are in effect at the time of any declared disaster that gives rise to reimbursement under the Stafford Act or its successor. At the time of the execution of this MAA, a Receiving LTC Facility that has paid the Lending Facility for the services of personnel is the facility entitled to apply for reimbursement. Procedures for reimbursement are managed by the Missouri State Emergency Management Agency. Applications should be processed through the local emergency operations center.

G. Reimbursement Under Other Mutual Aid Agreements or Laws

Receiving LTC Facilities may enter into other mutual aid agreements with governmental or non-governmental agencies and may be eligible for reimbursement under laws other than the Stafford Act that may be in effect at the time of a declared disaster during the effective life of this MAA. In any case, each Receiving LTC Facility agrees to keep the records required to support its own request for reimbursement under any mutual aid agreement or law that provides for reimbursement. When a Receiving LTC Facility is reimbursed for part or all of its expenses under other mutual aid agreement or law, it is not entitled to duplicate reimbursement from another source.

VI. General Provisions

A. Term and Termination

1. The term of this MAA will commence on June 1, 2020 and expire on December 31, 2021. Any party may terminate its participation in this MAA at any time by providing written notice to any other party with whom it has engaged for the activities called for herein not less than thirty (30) days prior to the effective date of such termination. The obligation of any Receiving LTC Facility to reimburse any Lending Facility for the services of Transferred Personnel that was incurred under this MAA, if not satisfied, shall survive the termination of this MAA.

B. Liability for Transferred Personnel

1. Liability claims, malpractice claims, workers compensation claims, related attorneys' fees and other incurred costs related to Transferred Personnel shall be the responsibility of the Receiving LTC Facility. Transferred Personnel shall be considered to be under the direction and control of the Receiving LTC Facility from time of arrival thereto and through the duration of their assignment.
2. Receiving LTC Facility shall provide for an extension of liability and workers compensation protection to the extent permitted by law and Receiving LTC Facility's insurance contracts or self-insurance policies and agreements for coverage of transferred personnel and patients. Transferred Personnel shall be deemed agents of the Receiving LTC Facility for purposes of this clause.
3. Liability claims arising during transfer of Transferred Personnel from a Lending Facility to a Recipient LTC Facility shall be the responsibility of the organization or entity in control of such transfer, as the case may be.
4. The provisions provided for in this Section VIII.B. shall apply to public health care and long term care facilities created pursuant to the laws of Missouri only to the extent permitted by law and so as to not waive a public health care or long term care facility's sovereign immunity if such public health care or public long-term care facility has a right thereto under the law.

C. Payment of Fees

Lending Facilities must issue an invoice within 90 days of all costs incurred for Transferred Personnel provided to a Receiving LTC Facility pursuant to this MAA. A Receiving LTC Facility must pay the Lending Facility within ninety (90) days of its receipt of an invoice from the Lending Facility for such Transferred Personnel, regardless of whether the Receiving LTC Facility intends to submit or submits a claim for reimbursement under the Stafford Act.

D. Severability

If any of the provisions of this MAA shall be determined to be illegal or unenforceable by a court of competent jurisdiction, those provision shall be severed from this MAA and the remaining terms of this MAA shall remain in full force and effect.

E. Counterparts

This MAA may be signed in counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.

PARTICIPATING FACILITY

_____ Signature	_____ Facility Name
_____ Title	_____ Street Address
_____ Printed Name	_____ City and Zip Code
_____ Date	

Each Participating Facility must provide the name and contact information for its Designated Representative:

Name:

Title:

Contact Information: