



# Memorandum of Agreement

## For Definitive Medical Care

### 1. PARTIES

The Parties to this Memorandum of Agreement are \_\_\_\_\_ (the Provider) and the National Disaster Medical System (NDMS) that consists of a coordinated partnership among the Department of Homeland Security, the Department of Health and Human Services, the Department of Veterans Affairs, and the Department of Defense, collectively the NDMS Federal Partners.

### 2. AUTHORITY

The Public Health Security and Bioterrorism Preparedness and Response Act of 2002, 42 U.S.C., 300hh-11, as amended by the Homeland Security Act of 2002, 6 U.S.C., 313(5) (the NDMS Statute).

### 3. PURPOSE

A. The NDMS statute provides that NDMS shall be a coordinated effort by the NDMS Federal Partners, working in collaboration with the States and other appropriate public or private entities, to (i) provide health services, health-related social services, other appropriate human services, and appropriate auxiliary services to respond to the needs of victims of a public health emergency and (ii) be present at locations, and for limited periods of time, when such locations are at risk of a public health emergency during the time specified.

B. This Agreement is to help ensure that the United States is prepared to respond medically to mass casualty emergency situations in this country, or to military patients returning from overseas by facilitating a coordinated response of both federal and civilian health care facilities.

C. The NDMS Federal Partners acknowledge the willingness of the various medical communities within the United States to respond to a catastrophic public health emergency, and the need for unusually rapid and complex response, transportation and treatment. A rapid response requires the development of a comprehensive emergency medical plan so that those patients needing definitive medical care would receive it in federal or private sector hospitals in the United States.

### 4. RESPONSIBILITIES

A. The NDMS Federal Partners and the Provider agree to plan jointly for the admission, treatment, and discharge of all patients transferred to the Provider's facility under the NDMS.

B. The Provider agrees to seek reimbursement from NDMS only after seeking reimbursement from all other payers, such as health insurers or TRICARE, except another Federally recognized payer of last resort, such as Medicaid.

C. Subject to the availability of appropriations, the NDMS will reimburse the Provider for medical treatment or services rendered by the Provider as indicated in paragraph 5 below.

D. The Provider agrees to participate in joint annual exercises meeting external disaster standards established by the Joint Commission on Accreditation of Healthcare Organizations (JCAHO) or the American Osteopathic Hospital Association.

E. The Provider agrees that upon activation of NDMS it will make available to the NDMS Federal Partners, a minimum of \_\_\_\_\_ to a maximum of \_\_\_\_\_ beds with all necessary treatment and administrative processing as may be required for the patients to be admitted as a consequence of the catastrophic public health emergency.

F. The Provider agrees to report the number of beds available when requested to support NDMS exercises or operations.

### 5. REIMBURSEMENTS

A. Reimbursements will be limited to care provided for: injuries or illnesses resulting directly from a specified public health emergency; injuries, illnesses and conditions requiring essential medical services necessary to

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maintain a reasonable level of health temporarily not available as a result of the public health emergency; or injuries or illnesses affecting authorized emergency response and disaster relief personnel responding to the public health emergency.

B. For patients who do not have health insurance (or similar) coverage and/or for patients whose only health coverage is Medicaid, NDMS will pay 110% of the Medicare payment amount that would be applicable to the services provided at the time of the public health emergency.

C. For patients with health insurance or health program coverage (other than Medicaid), the health insurer or health program will be the primary payer. For patients other than Medicare or TRICARE beneficiaries, NDMS will pay the difference, if any, between the amount paid by the health insurance coverage and the amount payable under paragraph B above, not including the deductible amount and other cost sharing under the health insurance or health program coverage.

D. For patients eligible for military health coverage (i.e., TRICARE) payment will be made under TRICARE according to the applicable payment rates and procedures, as set forth in 32 C.F.R. Part 199.

E. NDMS payment will end when one of the following occurs, whichever comes first: completion of medically indicated treatment (maximum of 30 days); voluntary refusal of care; return home or to point of origin/fiscally comparable location or to destination of choice for patient (whichever costs less).

## 6. POINTS OF CONTACT

A. For the NDMS Partners \_\_\_\_\_

B. For the Provider \_\_\_\_\_

## 7. OTHER PROVISIONS

A. Notwithstanding anything in this Agreement, each of the NDMS Federal Partners and the Provider shall have the exclusive authority to direct its employees and to implement its own statutory responsibilities.

B. Nothing in this Agreement is intended to conflict with current federal or state law, or the regulations or directives of the NDMS Federal Partners or the Provider. If a term of this Agreement is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this Agreement shall remain in full force and effect.

## 8. EFFECTIVE DATE

This Agreement shall become effective upon signature of one of the NDMS Federal Partners and the Provider.

## 9. TERMINATION

The Provider or any of the NDMS Federal Partners may withdraw from this Agreement upon 90 days notice in writing to the other parties.

For the National Disaster Medical System      For the \_\_\_\_\_

Printed Name \_\_\_\_\_ Printed Name \_\_\_\_\_

Signature \_\_\_\_\_ Signature \_\_\_\_\_

Date: \_\_\_\_\_ Date: \_\_\_\_\_