



ALABAMA DEPARTMENT OF PUBLIC HEALTH

Scott Harris, M.D., M.P.H.
State Health Officer



August 13, 2019

Dear Healthcare CEO/Administrator:

Subject: Revised Alabama Healthcare Provider Mutual Aid Compact

The Alabama Department of Public Health (ADPH), along with our partners at the Alabama Hospital Association and the Alabama Nursing Home Association, respectfully submits this revised version of the Alabama Health Care Provider Mutual Aid Compact, which was recently developed in close collaboration with the Center for Disaster Healthcare Preparedness (CDHP). This version updates the original Alabama Health Care Provider Mutual Aid Compact that was first introduced in 2008 and serves as a nonbinding guide in times of disaster for participating hospitals and other health care entities, to expedite the sharing of resources. Since the original compact was introduced, the creation of Healthcare Coalitions (HCC) throughout the state have changed our methods of coordination and how we share resources during disaster situations, thus requiring an update of the 2008 Compact. The new compact has extensive changes and we request a re-signing of the updated document by those agencies that still have the original document in effect. In addition, we request a signature from the agencies that are participating in this compact for the first time.

This revised compact has also broadened the scope of participating healthcare facility types, thereby expanding the potential pool of available resources that can strengthen our coalitions and improve our preparedness and response capabilities. The revised compact is also nonbinding; entering into this agreement does not commit facility resources beyond what each is able and willing to share. As with the previous version, this document supports some of the emergency preparedness regulatory requirements for participating agencies including Joint Commission, Centers for Medicare and Medicaid Services (CMS), and National Incident Management System (NIMS). As such, we are pleased to introduce the revised Alabama Healthcare Provider Mutual Aid Compact.

Please review, share, and discuss the enclosed document with emergency management personnel in your facility. If you have any questions regarding the compact, please contact your district Healthcare Coalition Coordinator (see the attached map).

Thank you for your preparedness efforts to keep safe the people of Alabama!

Sincerely,

Scott Harris, MD, MPH, FACP, FIDSA
State Health Officer
Alabama Department of Public Health

Donald E. Williamson, MD
President/CEO
Alabama Hospital Association

Bill O'Connor
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ALABAMA HEALTH CARE PROVIDER MUTUAL AID COMPACT

This Mutual Aid Compact (Compact) is made and entered into as of this _____ day of _____, 20____, by and between _____ (the Participating Entity) and the Alabama Department of Public Health (ADPH) as compact coordinator. The Compact will remain in effect indefinitely unless terminated by one of the signing parties.

RECITALS

WHEREAS, this Compact is a statement of principles and procedures which signify the belief and commitment of the Participating Entities that in the event of a disaster as herein below defined, the public health and medical needs of the citizens in Alabama and contiguous states will be best met if the Participating Entities cooperate with one another and coordinate their response efforts; and,

WHEREAS, by signing herein below, all parties understand and acknowledge that no Participating Entity is bound to provide or accept patients, staff, equipment or supplies; and,

WHEREAS, the terms of this compact apply only in the event and to the extent that such parties utilize and coordinate through AIMS or any other appropriate means of communication; and,

WHEREAS, the Participating Entities desire to set forth the basic tenets of a cooperative and coordinated response plan to facilitate the immediate sharing of resources in the event of a disaster; and,

WHEREAS, the Participating Entities acknowledge that any Participating Entity may from time to time find it necessary to evacuate and/or transfer and/or participate in the evacuation or transfer of patients because of the occurrence of a disaster; and,

WHEREAS, the Participating Entities further acknowledge that any Participating Entity may from time to time lack the staff, equipment, supplies and other essential services to meet the needs of patients because of the occurrence of a disaster; and,

WHEREAS, each Participating Entity acknowledges that at any time it may, as a result of a disaster, (i) need assistance as an Affected Entity or (ii) be able to render aid as an Assisting Entity; and,

WHEREAS, the Participating Entities have determined that a Mutual Aid Compact, developed prior to a sudden and immediate disaster, is needed to facilitate communication between the Participating Entities and to coordinate the transfer of patients and the sharing of staff, equipment, supplies and other essential services in the event of a disaster; and,

WHEREAS, Participating Entities recognize that a disaster may impact entities in both Alabama and in contiguous states and may desire to extend the Mutual Aid Compact to include entities in contiguous states that wish to participate in a coordinated response;

NOW THEREFORE, in consideration of the above recitals, the Participating Entities agree as follows:

ARTICLE I
DEFINED TERMS

- 1.1 The terms used throughout the Compact shall have the meaning set forth below:
- a. **“Affected Entity”** is a Participating Entity which is impacted by a Disaster.
 - b. **“AIMS,”** the Alabama Incident Management System, is a web based situational awareness program that allows the Alabama Department of Public Health to monitor bed capacity, staffing, facility systems, fuel and other resource capabilities and/or needs among hospitals, nursing homes and healthcare coalition members.
 - c. **“Assisting Entity”** is a Participating Entity which is available to assist an Affected Entity.
 - d. **“Designated Representative”** is the individual(s) or position designated by each Participating Entity to act as a liaison with the Alabama Department of Public Health. This designated representative(s) with appropriate authority may approve revisions of the Operating Procedures and communicate with the Affected Entity and the appropriate individuals within the representative’s own healthcare organization in the event of a Disaster.
 - e. **“Disaster”** means a major incident occurring or imminent within a Participating Entity and/or in the surrounding community, that overwhelms its ability to function as a health care delivery organization and typically requires the notification of the state emergency management agency, local emergency response agencies, and the responsible Healthcare Coalition. Disasters include, but are not limited to, natural and man-made disasters. A Disaster may affect the entire facility or only a portion of the facility or its health care staff. Activation of the Mutual Aid Compact is not dependent upon the proclamation of a State of Emergency by the Governor of the State of Alabama under Chapter 16 of Title 31 of the Code of Ala.1975.
 - f. **“Evacuation”** means the process of moving patients and staff from the Affected Entity due to a disaster that threatens life and/or the ability of the Affected Entity to provide health care services.
 - g. **“Healthcare Coalition”** (HCC) is a collaborative network of healthcare organizations and their respective public and private sector response partners that serve as multiagency coordinating groups to assist with preparedness, response, recovery, and mitigation activities related to healthcare organization and regional healthcare systems’ disaster operations.
 - h. **“Operating Procedures”** means the system for implementing this Compact which includes, but is not limited to, the following: (i) a method for making and responding to requests for the transfer of patients and/or the sharing of staff, equipment, supplies and other essential services; (ii) an agreed-upon technology to facilitate communication between the parties in the event of a Disaster or Evacuation; (iii) the

role of state, federal, Healthcare Coalition, and other aid agencies in the event of a Disaster; (iv) the steps required when an Affected Entity and/or an entire HCC experiences a Disaster (v) the development and/or designation of Public Health surveillance activities and systems for timely notification of hospital capacity status; cases or suspect cases of diseases; unusual outbreaks which may be associated with a terrorist attack; and identification of credentialing, licensure, medical staff and liability issues.

- i. **“Participating Entity”** any Alabama entity/health system agency, entity, or organization that transfers, or receives patients, or provides health or medical care or supplies or equipment, or any participating entity in a contiguous state that signs a similar compact compatible herewith. This can include, but is not limited to: in-patient facilities such as general or specialty hospitals; nursing homes; federally qualified health care centers and other such clinics or health care centers; and emergency medical service providers whether private or government owned.
- j. **“State ADPH Coordinator”** is the individual designated by ADPH as the person with whom Healthcare Coalitions shall coordinate during an event exceeding their capabilities.
- k. ADPH CEP Emergency Operations Center (ADPH CEP EOC) is the coordinating group managing resource requests and patient transfers when HCCs have maximized their ability to find the necessary resources or handle urgent patient transfers. This patient transfer situation would usually involve HCC to HCC or State to State transfers.

ARTICLE II **OPERATING PROCEDURES**

- 1.1 Participating Entities agree to identify a Designated Representative (liaison) and at least two back-up individuals to participate in revisions, when needed, of Operating Procedures, as Exhibit B. The names and contact information for the Participating Entity’s Designated Representative and back-up individuals, and are attached as Exhibit A. Participating Entities agree to provide Healthcare Coalitions with timely updates of the information included in Exhibit A.
- 1.2 The Designated Representative(s) are encouraged to join Healthcare Coalitions in their Public Health Districts and other conferences scheduled by ADPH through the ADPH Center for Emergency Preparedness to discuss issues related to this Compact and if needed, to revise the Operating Procedures. The Designated Representative shall act as a liaison with the Affected Entity, in the event of a Disaster.
- 1.3 In the event of any inconsistency between this Compact and the finalized Operating Procedures, the terms of the Operating Procedures shall govern.

- 1.4 The Participating Entities agree to participate as appropriate, in Public Health surveillance activities and systems for timely notification of entity capacity status, as set forth in the Operating Procedures.

ARTICLE III **COMMUNICATION BETWEEN PARTICIPATING ENTITIES DURING A DISASTER**

- 3.1 In the event of a Proclaimed Disaster or other public health emergency situations requiring effective communication the Participating Entities agree to:
- a. Communicate and coordinate their response efforts via their Designated Representatives (Liaisons) in accordance with this Compact and the Operating Procedures;
 - b. Use best efforts to access AIMS to update facility situational status; view status and resource needs of HCC members; communicate capabilities to meet coalition needs and support regional response to the disaster.
 - c. Communicate, including receiving alert information, in accordance with the Operating Procedures, by phone, fax, AIMS and/or email, 800 MHz radio, HAM radio, or other means of communication, and to maintain radio capability to communicate as a minimum back-up.

ARTICLE IV **TRANSFERS**

- 4.1 The Alabama State Board of Health, Division of Licensure and Certification Administrative Code Chapter 420-5-7 section .27, Emergency Preparedness, requires hospitals to have patient transfer agreements in place. Similarly, the Centers for Medicare and Medicaid Emergency Preparedness requirements specify that hospitals, long term care centers and other facilities must have policies and procedures in place which include prearranged transfer agreements. The Participating Entities agree to accept patients transferred by any Affected Entity under the terms and conditions set forth in this Compact and in accordance with the Operating Procedures, as specified in Article 4.2. If the Affected Entity cannot find an Assisting Entity, it may request help from the Healthcare Coalition in doing so. The Healthcare Coalitions will work with other HCCs, and/or The Alabama Department of Public Health, representatives from the Alabama Hospital Association, the Alabama Nursing Home Association, and other organizations to coordinate patient transfers during disasters or other circumstances warranting patient transfers when Healthcare Coalitions have exhausted resources for transfer. Patient transfer situations beyond the capability of HCCs to coordinate will be managed by ADPH CEP EOC which will coordinate among HCCs (intra-state) and cross State (inter-state) transfers.
- 4.2 The Participating Entities agree that in accepting the transfer of patients from the Affected Entity, the Assisting Entity will make reasonable efforts, whenever feasible, to:

- a. Communicate with the Affected Entity regarding the numbers and types/acute of patients who may be transferred. This communication may be via any communications system available including AIMS or any other communications system as appropriate.
 - b. Accept all transfers from Affected Entity that are within the limitations communicated by the Designated Representative. Assisting Entity shall not be obligated to accept any patients that exceed its ability to assist herein, its capacity or its staffing, which shall be determined at the Assisting Entity's sole discretion.
- 4.3 The Participating Entities agree to cooperate with each other in billing and collecting for services furnished to patients pursuant to this Compact and the Operating Procedures attached hereto.

ARTICLE V **STAFF, SUPPLIES, AND EQUIPMENT**

- 5.1 The Participating Entities agree, in the event of a Disaster, to use reasonable efforts to make clinical staff, medical and general supplies, including pharmaceuticals, and biomedical equipment (including, but not limited to ventilators, monitors and infusion pumps) available to each other in accordance with the Operating Procedures, as specified in Exhibit B. Each Participating Entity shall be entitled to use its reasonable judgment regarding the type and amount of staff, supplies and equipment it can provide without adversely affecting its own ability to provide services.
- 5.2 The Participating Entities agree to cooperate with each other to determine appropriate compensation for the use of staff, and for supplies and equipment shared in accordance with the Operating Procedures.

ARTICLE VI **NON-EMPLOYED MEDICAL STAFF**

- 6.1 In the event of a Disaster, the Participating Entities may inform their non-employee medical staff members of any requests for assistance and give them the opportunity to offer their professional services. The Participating Entities shall cooperate with each other to provide in a timely manner the information necessary to verify employment status, licensure, training and other information necessary in order for such assisting staff to receive emergency credentials.

ARTICLE VII **MISCELLANEOUS PROVISIONS**

- 7.1 This Compact, together with the attached exhibits, constitutes the entire compact between the Participating Entities.
- 7.2.1 Amendments or revisions to this Compact must be in writing and signed by the Participating Entities.

- 7.2.2 Nothing in this compact shall be construed as limiting the rights of the Participating Entities to affiliate or contract with any other entity or other health care facility on either a limited or general basis while this compact is in effect. This Compact is not intended to supersede such agreements; neither, is this Compact intended to establish a preferred status for patients of any Affected Entity.
- 7.2.3 A Participating Entity may at any time terminate its participation in the Compact by providing thirty-day written notice to the ADPH Center for Emergency Preparedness. However, if no such notice is given, the Compact remains in effect in perpetuity.
- 7.2.4 In the event that the Governor of the State of Alabama has proclaimed a State of Emergency, all parties as entities and all individuals performing any functions within the scope and line of their duties for or on behalf of any such party, performing functions under the terms of this Compact are recognized by ADPH as exercising the governmental powers and functions of the State of Alabama and are considered by ADPH as emergency management workers or entities providing resources to the State of Alabama as appropriate in fulfillment of immunity provisions of Chapter 16 of Title 31 of the Code of Ala. 1975.

ALABAMA HEALTH CARE PROVIDER MUTUAL AID COMPACT

Signature Page:

Participating Entity Name _____

Signed _____ Date _____

Title _____

Alabama Department of Public Health

Signed Andy Mullins Date 9/5/19

Andy Mullins

Director, Center for Emergency Preparedness

Alabama Department of Public Health

Signed Scott Harris Date 9/10/19

Dr. Scott Harris

State Health Officer

EXHIBIT A
Designated Representatives

Name of Participating Entity: _____

Name of Designated Representative: _____

Title: _____

Contact Number: _____

E-Mail: _____

Name of Back-Up Representative 1: _____

Title: _____

Contact Number: _____

E-Mail: _____

Name of Back-Up Representative 2: _____

Title: _____

Contact Number: _____

E-Mail: _____

EXHIBIT B **Operating Procedures**

This Exhibit is intended to append to the Alabama Health Care Provider Mutual Aid Compact between the parties to such Compact and to serve as a guideline for the implementation of the compact, with the understanding that the terms set forth herein may not be applicable in all situations. The terminology found in this exhibit is defined in the Compact.

1.00 Patient Transfer Responsibilities

Each Participating Entity, as appropriate is willing to accept patients transferred by the other party under the terms and conditions set forth in this Exhibit and as coordinated through AIMS or any other appropriate means of communication. Terms in this Exhibit are only applicable in the event the transfer of patients cannot be handled by the Participating Entity through local efforts.

- 1.1 Initiation of transfer.** The Designated Representative or Administrator from each Affected Entity has the authority to initiate the evacuation transfer or receipt of personnel, material resources/supplies or patients. If evacuation of patients is needed, and the Participating Entity does not have an agreement with an Assisting Entity to handle incoming patients, the administrator or designee of the Affected Entity will notify their Healthcare Coalition through AIMS, or other appropriate means of communication.
- 1.2 Patient Tracking.** The Affected Entity and Assisting Entity are responsible where practical for tracking through AIMS or any other appropriate means of patient tracking the destination of all patients transferred.
- 1.3 Transfer Responsibilities of Affected Entity.** The parties agree that in the event it becomes necessary to transfer patients from the Affected Entity to the Assisting Entity, the Affected Entity shall after initial contact:
 - a. Contact the Designated Representative or Administrator at the Assisting Entity as soon as the Affected Entity becomes aware of the need to transfer patients. The request for the transfer of patients initially can be made verbally. However, it must be followed up with written or electronic communication when practical prior to the actual transferring of any patients;
 - b. Provide the number of patients needing to be transferred;
 - c. Comply with any limitations communicated to the Affected Entity regarding the numbers and types/acute of patients that the Assisting Entity is able to accept;
 - d. Identify type of specialized services required (e.g., ICU, ventilator, etc.). To the extent practical and available, the Affected Entity is responsible for sending extraordinary drugs or other special patient needs (e.g., specialized equipment, blood products) along with the patient, if requested by the Assisting Entity.

- e. Triage all patients prior to transfer to verify that the types and acuity of services required are within the scope of services the Assisting Entity is able to provide;
- f. Arrange for the transport of each patient to the Assisting Entity, with the support of such medical personnel and equipment as is required by the patient's condition. The Affected Entity is responsible for coordinating and financing the transportation of patients to the receiving facility and tracking costs related to transport;
- g. If neither entity can arrange transport, they may request assistance from the HCC, or if needed, the ADPH CEP EOC.
- h. Once admitted, transferred patient(s) become the patient(s) of and are under care of the Assisting Entity's medical practitioner(s) until discharged, transferred or reassigned.
- i. Deliver when practical to the Assisting Entity, with each patient transferred, medical records, or copies thereof, sufficient to indicate the patient's diagnoses, condition, and treatment provided and planned; and
- j. If feasible, inventory the patient's personal effects and valuables transported with the patient to the Assisting Entity. The Affected Entity shall deliver the inventory and the patient's valuables to the personnel transporting the patient, and receive a receipt for such items from the Assisting Entity.

1.4 Transfer Responsibilities of Assisting Entity. The parties agree that in accepting the transfer of patients from the Affected Entity, the Assisting Entity shall:

- a. Have a Designated Representative or Administrator available 24 hours a day, 7 days a week to implement this Compact and to communicate with the Affected Entity regarding the numbers and types/acute of patients who may be transferred.
- b. Accept all transfers from the Designated Representative or Administrator of the Affected Entity that are within the limitations communicated by the Designated Representative or Administrator of the Assisting Entity. The Assisting Entity shall not be obligated to accept any patients which exceed its ability to assist herein, its capacity or staffing, which shall be determined in the Assisting Entity's sole discretion.
- c. Record in the clinical records of each transferred patient notations of the condition of the patient upon arrival at the Assisting Entity.
- d. Designate, upon arrival or as soon as practical, the admitting service and an admitting medical practitioner for each transferred patient.
- e. If personal effects and valuables of the patient are transported with the patient, check those items against the inventory prepared by the Affected Entity, and issue a receipt for such items as are received by the Assisting Entity to the personnel transporting the patient.

- 1.5 Discharge of Patients.** If a transferred patient is discharged by the Assisting Entity, the Assisting Entity will return to the Affected Entity any original medical records, including x-ray films, transferred with the patient. If the Affected Entity is not then able to receive the returned medical records, the Assisting Entity will retain the records in the Assisting Entity's records department until requested by the Affected Entity.
- 1.6 Charges for Services.** All charges for services provided at the Affected Entity or at the Assisting Entity for patients transferred pursuant to this Compact shall be collected by the party providing such services directly from the patient, third party payer or other source normally billed by the party. The parties agree to cooperate with each other in billing and collecting for services furnished to patients pursuant to this Compact. The billing and collection of charges for transportation of the patient from the Affected Entity to the Assisting Entity (and to return the patient to the Affected Entity) shall be the responsibility of the Affected Entity, and the transporting medium.
- 1.7 Notifications.** In routing patients from an Affected Entity to an Assisting Entity, and in accordance with all applicable state and federal laws and regulations, the Affected Entity may inform the Healthcare Coalition and other appropriate governmental agency(ies) as soon as they are aware of the need to transfer patients, informing the agency(ies) of the number of patients needing transfer, the type of care they will require, and their acuity level. The Affected Entity is also responsible where practical for notifying both the patient's family or guardian and the patient's attending or personal physician of the situation. The Assisting Entity may assist in notifying the patient's family and personal physician.

2.00 Supplies, Equipment and Pharmaceuticals

Each party agrees to use its reasonable efforts to make general and medical equipment and supplies (i.e., infusion pumps, pharmaceuticals, monitors, ventilators, laboratory supplies) available to each other under this Exhibit in the event of a disaster, upon request. Supplies may be requested to address the needs of transferred patients or may be requested to address disasters that require additional supplies without movement of patients. The Assisting Entity shall be entitled to use its own reasonable judgment regarding the type and amount of supplies that it can provide. The Affected Entity that receives the supplies will reimburse the Assisting Entity based on the actual cost of those supplies as herein below specified.

- 2.1 Equipment.** Each party agrees to use commercially reasonable efforts to make biomedical equipment, including, but not limited to ventilators, monitors and infusion pumps, available to an Affected Entity in the event of a disaster, upon request. The Assisting Entity shall be entitled to use its own reasonable judgment regarding the equipment that it can provide without adversely affecting its own ability to provide services.
- 2.2 Communication of Request.** Initial communications of need shall be made through the Healthcare Coalition via AIMS or other appropriate means of communication. Affected Entity's request to Assisting Entities for transfer of supplies or equipment initially may be made verbally. The request, however, must be followed up with electronic or written communication. The electronic or written request should be submitted to the Assisting Entity

prior to the receipt of any material resources at the Affected Entity. The Affected Entity will identify to the Assisting Entity the following:

- a. Indicate the quantity and exact type of resources;
- b. Estimate how quickly the request must be filled;
- c. Note the time period for which the resources will be needed;
- d. Specify the location where the resources should be delivered.

- 2.3 Supply of Equipment and Supplies.** The Assisting Entity will supply a copy of its standard accounting record and other required copies of paperwork to the Affected Entity for all equipment loaned. The Assisting Entity will identify how long it will take it to fill the requests, as rapid response is a key component.
- 2.4 Documentation.** Parties have an obligation to document the quantity and condition of any equipment and supplies that are exchanged during a disaster. Both parties should be able to document the quantity and condition of equipment loaned, the receipt and return (including condition) of any equipment.
- 2.5 Supervision.** The Affected Entity is responsible for appropriate use and maintenance of all borrowed supplies or equipment.
- 2.6 Transportation.** When feasible, the Affected Entity will be responsible for transporting the loaned equipment. If the Affected Entity is unable to transport the Equipment, the Assisting Entity will arrange for shipping/transportation of the loaned equipment to and from the Affected Entity. All expenses of shipping/transport shall be the responsibility of the Affected Entity.
- 2.7 Risk of Loss.** The Affected Entity assumes the risk of loss or damage to equipment while in its possession or in transit. The Affected Entity will promptly notify the Assisting Entity if damage or loss of equipment occurs.
- 2.8 Return of Equipment.** The Affected Entity shall use reasonable care under the circumstances in the operation and control of all materials and supplies used by them during the period of assistance. Unused supplies may be returned, provided that they are unopened and in good and usable condition. The Affected Entity will promptly return equipment to the Assisting Entity upon request, unless return of the equipment would be life-threatening to a patient at the Affected Entity or would otherwise significantly compromise the health or safety of a patient. If return of equipment is not feasible, arrangements for compensation will be made between the entities as herein below specified.
- 2.9 Repair and Maintenance of Equipment.** The Affected Entity shall pay for all repairs to borrowed equipment as determined necessary by its on-site supervisor(s) to maintain such equipment in safe and operational condition.
- 3.00 Personnel.** The Designated Representative or Administrator of an Affected Entity, as assisted by the Medical Staff, Director, or the departmental directors of affected services, will make a determination as to whether medical staff and other personnel will be needed at their facility.

Personnel may be out-stationed or dispatched as herein below specified. While providing services to the Affected Entity, employees of the Assisting Entity shall remain as employees of their respective Entity while responding to, or performing a mutual aid function hereunder.

- 3.1 Requesting Procedure.** The Affected Entity requests personnel by notifying the Healthcare Coalition via AIMS or other appropriate means of communication and subsequently the Assisting Entity of a need for assistance. The Designated Representative or Administrator of the Affected Entity will coordinate directly with the Administrator or designee of the Assisting Entity for this assistance. The request for the transfer of personnel made by the Affected Entity may initially be made verbally. The request, however, must be followed up with written or electronic documentation. This should occur prior to the arrival of personnel at the Affected Entity, if possible. The Affected Entity will specify the following to the assisting facility:
- a. Type and number of personnel needed;
 - b. Estimate of how quickly the personnel are needed;
 - c. Estimate of how long the personnel will be needed;
 - d. Location where the personnel are to report.
- 3.2 Credentialing of Practitioners and Licensed Independent Practitioners.** All parties will put into their entity policies, provisions for temporary credentialing or privileging of received medical personnel as dispatched by Assisting Entities. Credentialing of assisting practitioners and licensed independent practitioners staff must comply with affected facility internal policy.
- 3.3 Dispatching Assisting Personnel.** Assisting medical professionals dispatched from Assisting Entities should be limited to staff that are fully accredited or credentialed in the Assisting Entity. No medical/nursing students or in-training persons will be offered by the Assisting Entity. Non-medical staff may be made available upon request of the Affected Entity.
- 3.4 Receiving of Assisting Personnel.** The Affected Entity will accept the professional licenses and credentialing for medical personnel and appropriate staff qualifications for non-medical personal in compliance with internal policies. The Affected Entity will be responsible for the following:
- a. Meet the arriving personnel (usually done by Affected Entity's security department or another designated employee);
 - b. Ask arriving personnel to present their Entity identification at the site designated by the Affected Entity's emergency command center;
 - c. Copy or scan the person's identification card to verify the assisting staff's status and keep same in an appropriate file for location or audit purposes.
- 3.5 Supervision of Personnel by Affected Entity.** The Affected Entity's Designated Representative or Administrator identifies where and to whom the dispatched personnel should report. Professional staff from the Affected Entity shall be assigned to supervise assisting personnel. The supervisor will meet with the assisting professionals as soon as possible after arrival and brief them of the incident status and their assignments. The emergency staffing rules of the Affected Entity will govern assigned shifts.

- 3.6** **Housing/Meals.** The Affected Entity is responsible for assuring that housing and meals for assisting healthcare personnel is made available.
- 3.7** **Financial Responsibilities and Payments to Dispatched Staff.** Assisting staff shall remain employees of their agency and continue to receive salary and benefits, employee pensions and other benefits, and worker's compensation insurance from their agency; however, the Affected Entity will reimburse the Assisting Entity for all such costs related to the assisting staff. These costs include receiving wages and benefits from their Assisting Entity as the donated personnel would normally receive, including shift differentials and overtime pay. Costs also include the pro-rata share of worker's compensation coverage premiums as determined by Generally Accepted Accounting Principles (GAAP). The Affected Entity will reimburse the Assisting Entity within 90 days following receipt of the invoice.
- 3.8** **Non-Employed Medical Staff.** The Assisting Entity may inform its non-employee medical staff members of the request for assistance and offer them the opportunity to participate. The Assisting Entity shall cooperate with the Affected Entity to provide promptly the information necessary to verify employment status, licensure and qualifications necessary to perform the procedures requiring assistance of assisting non-employee medical staff members. To the extent necessary or desirable, the Assisting Entity will provide the Affected Entity with copies of the relevant medical staff credentialing files to support the grant of emergency staff privileges.
- 3.9** **Patient Care Staff.** The parties agree to use their reasonable efforts to make clinical staff available to an Affected Entity in the event of a disaster, upon request. The Assisting Entity shall be entitled to use its own reasonable judgment regarding the clinical staff it can provide without adversely affecting its own ability to provide services. Clinical staff subject to this Compact shall be limited to staff employed by the Assisting Entity except that Non-Employed Medical Staff may be considered as employed for these purposes.
- 3.10** **Responsibility for Personnel.** The parties agree that the personnel made available to the Affected Entity shall be under the supervision and control of the Affected Entity while performing any actions in response to the Affected Entity's request for personnel.
- 3.11** **Personnel Files.** The Assisting Entity shall, upon request, provide to the Affected Entity copies of personnel files sufficient to document the licensure, training and competence of the assisting staff. The Assisting Entity shall use its commercially reasonable efforts to ensure that such records comply with licensure and accreditation requirements applicable to the Assisting Entity.
- 3.12** **Recall of Staff.** The Assisting Entity may recall its clinical staff at any time within its sole discretion. Parties will make every effort to provide adequate notice so as to allow the Affected Entity to arrange staffing from other facilities or agencies.
- 3.13** **Non-Dispatched Volunteer Personnel.** Volunteers who are not dispatched by an Assisting Entity will not be reimbursed for labor performed while participating under this Compact, nor may Assisting Entities claim reimbursement for such.

- 4.00 Ancillary Services.** The parties agree to use their reasonable efforts to make essential ancillary services, including, but not limited to, clinical laboratory and dietary services, available to an Affected Entity in the event of a disaster, upon request. When feasible, the Affected Entity will be responsible for all transportation and delivery services associated with the ancillary services, such as the delivery of laboratory specimens and the pickup and delivery of dietary supplies. If the Affected Entity is unable to provide transportation/delivery, the Assisting Entity will arrange for transportation/delivery to and from the Affected Entity. All expenses of shipping/transport shall be the responsibility of the Affected Entity. The Affected Entity will compensate the Assisting Entity at cost to the Assisting Entity.
- 5.00 Liability and Insurance.** Each party shall throughout the term of the Compact to which the Exhibit is appended, maintain comprehensive general liability insurance, workers' compensation insurance, property insurance, professional liability (malpractice) insurance, and other insurances as required by the laws of the State of Alabama or by federal law as herein below specified. General and professional liability insurance coverage shall be maintained in the minimum amount required by law and industry standards appropriate for facility type. Upon request, parties shall provide to the other party certificates evidencing the existence of such insurance coverage. Each party may at its option satisfy its obligations under this section through self-insurance programs and protections deemed by it to be comparable to the insurance coverage described herein, and upon request, provide to the other party information showing that the self-insurance programs offer such comparable protection.

5.1 Workers' Compensation, Liability coverage.

- a. Worker's Compensation Coverage: Each party is responsible for complying with the appropriate state's Compensation Act. Each party should understand that workers' compensation coverage does not automatically extend to volunteers.
- b. Automobile Liability Coverage: Each party is responsible for insuring that it is in compliance with the State of Alabama's motor vehicle financial responsibility laws.

6.00 Relationship of Parties.

6.1 Relationship of Parties to Each Other. None of the provisions of the Compact to which this Exhibit is appended are intended to create nor shall be deemed or construed to create a partnership, joint venture, employee/employer relationship or any relationship between the parties, other than that of independent entities voluntarily collaborating with each other hereunder solely for the purpose of effecting the provisions of this Compact.

6.2 Relationship to the State of Alabama. It is the intent of the Compact to which this Exhibit is appended that when the Governor of the State of Alabama has proclaimed a state of emergency for the purposes of Title 31, *Code of Alabama 1975*, the parties hereto when performing pursuant to such proclamation, are to be considered to the extent allowable by law as performing state or state-directed functions under '31-9-17, *Code of Ala. 1975* and should be entitled to immunities granted under that Section. Likewise, the officers, agents, servants and employees of parties when performing under such a proclaimed state of emergency should be

considered “emergency management workers” as defined by ‘31-9-16, *Code of Ala. 1975* and should be entitled to immunities granted under that Section.

- 6.3 Department’s Role in Coordinating Governmental Reimbursement.** Nothing in this Compact or the Attachments to it is to be construed as being contingent upon the availability or reimbursement of funds from any federal source and the parties herein shall fully comply with the terms without regard to such reimbursement issues. To the extent that Title 31 has been invoked and reimbursement is available from any governmental or other private sources other than as herein above provided, the Department will serve as a facilitator and coordinator for the collection and proper routing of reimbursement funds.
- 6.4 Relationships with and Affiliation with Other Facilities.** Nothing in the Compact to which this Exhibit is appended shall be construed as limiting the right of the parties to affiliate or contract with any other entity operating an entity or other health care facility on either a limited or general basis. Each party acknowledges that, in the event of a disaster, the ability of the Assisting Entity to accept patients from the Affected Entity will be affected by the receipt of patients from other sources, including direct admissions from the community, transfers of patients from other facilities, or patient assignment through NDMS. The Compact to which this Exhibit is appended is not intended to establish a preferred status for patients of the Affected Entities. All decisions regarding allocation of available facilities will be made by the Assisting Entity using its best judgment about the needs of its community.
- 6.5 Relationship to the Public.** Each facility is responsible for developing and coordinating internally, and locally, with appropriate organizations, especially the media, on how each party will coordinate communication in a disaster. A Joint Information Center (JIC) is an ideal structure for coordinating information releases. Designating a Public Information Officer (PIO) in each facility helps coordinate communication via the JIC to the public. PIOs normally work with Command Staff to develop a facility response to cover its most likely events. Parties are encouraged to have their PIO work with other party PIOs to familiarize one another with each other’s protocols for addressing the media, and to practice JIC coordination.
- 6.6 Relationship to NDMS.** Nothing in the Compact to which this Exhibit is appended is intended to in any way supersede or interfere with standing Compacts that any of the parties may have with the National Disaster Medical System (NDMS.) However, it is expected that in a disaster, the State Health Officer or representatives from ADPH will be in constant contact with the state’s NDMS representative to ensure optimal coordination of statewide health care services and the best use of available health system resources.
- 6.7 Assignment.** This Compact and the rights of the parties hereunder, may not be assigned by any party, without the prior written consent of the other parties.
- 6.8 No Waiver.** No waiver of a breach of any provision of this Compact shall be construed to be a waiver of any breach of any other provision of this Compact or of any succeeding breach of the same provision.

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.

7.0 Mobilization and Demobilization Procedures

7.1 Mobilization Plan. Each party shall develop and update on a regular basis a plan providing for the effective mobilization of its resources and facilities.

7.2 Demobilization. Parties hereto will provide and coordinate any necessary demobilization procedures and post-event stress debriefing.