

## MUTUAL AID COMPACT

This Statewide Mutual Aid Compact ("Compact") is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2010 by and between \_\_\_\_\_ ("the Executing Nursing Home") and every other GHCA member Nursing Home/health system or any Nursing Home in a contiguous state that signs an identical Compact ("Other Nursing Homes"). The Executing Nursing Home and the Other Nursing Homes are collectively referred to as the "Participating Nursing Homes".

### RECITALS

**WHEREAS**, this Compact is not a legally binding contract but rather a statement of principles which signify the belief and commitment of the Participating Nursing Homes that in the event of a disaster, the medical needs of the citizens in Georgia and contiguous states will be best met if the Participating Nursing Homes cooperate with one another and coordinate their response efforts;

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

**WHEREAS**, the Participating Nursing Homes acknowledge that any Participating Nursing Home may from time to time find it necessary to evacuate and/or transfer patients due to the occurrence of a disaster;

**WHEREAS**, the Participating Nursing Homes further acknowledge that any Participating Nursing Home may from time to time lack the staff, equipment, supplies and other essential services to optimally meet the needs of patients due to the occurrence of a disaster;

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

**WHEREAS**, the Participating Nursing Homes have determined that a Mutual Aid Compact, developed prior to a sudden and immediate disaster, is needed to facilitate communication between the Participating Nursing Homes 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**, many Participating Nursing Homes are members of the Georgia Health Care Association ("GHCA"), a nonprofit association comprised of Nursing Homes and health systems which has a mission to assist its members in improving the delivery of accessible, quality, comprehensive and cost-effective health care services and enhancing the health status of the people of the State of Georgia, and which desires to help the Participating Nursing Homes develop Operating Procedures to implement this Compact;

**WHEREAS**, Participating Nursing Homes recognize that a disaster may impact Nursing Homes in both Georgia and in contiguous states and desire to extend the Mutual Aid Compact to include Nursing Homes in contiguous states that wish to participate in a coordinated response;

**NOW THEREFORE**, in consideration of the above recitals, the Participating Nursing Homes agree as follows:

## **ARTICLE I**

### **DEFINED TERMS**

- 1.1 The terms used throughout the Compact shall have the meaning set forth below:
- a. "Affected Nursing Home" is a Participating Nursing Home which is impacted by a Disaster.
  - b. "Assisting Nursing Home" is a Participating Nursing Home party which is available upon request to assist an Affected Nursing Home.
  - c. "Designated Representative" is the individual or position designated by each Participating Nursing Home to act as a liaison with GHCA during the development of the Operating Procedures and to communicate with the Council Coordinating Nursing Home, the Affected Nursing Home and the appropriate individuals within the representative's own healthcare organization, in the event of a Disaster.
  - d. "Disaster" means a major incident occurring or imminent within a Participating Nursing Home and/or in the surrounding community, which 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 Public Health Agency. However, activation of the Mutual Aid Compact does not require prior action on the part of these agencies. Disasters include, but are not limited to, natural disasters, such as hurricanes, and man-made disasters, such as acts of terrorism. A Disaster may affect the entire facility or only a portion of the facility or its health care staff.
  - e. "Emergency Nursing Home Communication System" is a system for 24 hours a day, 7 days a week communication between Participating Nursing Homes via fax, SouthernLINC radio, 21<sup>st</sup> Century Alert Notification, and other methods as identified during the development of the Operating Procedures.

- f. "Evacuation" means the process of moving patients and staff from the Affected Nursing Home due to a Disaster that threatens life and/or the ability of the Affected Nursing Home to provide health care services.
- g. "Operating Procedures" means the system for implementing this Compact which include, but are 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 and other aid agencies in the event of a Disaster; (iv) the steps required when a Council Coordinating Nursing Home is an Affected Nursing Home and/or an entire region experiences a Disaster and (v) the development and/or designation of Public Health disease surveillance activities and systems for timely notification of Nursing Home capacity status and diseases or unusual outbreaks which may be associated with a terrorist attack.
- h. "Council Coordinating Nursing Home" is a Participating Nursing Home which has volunteered to assist Affected Nursing Homes and Assisting Nursing Homes in the coordination of the transfer of patients and/or the sharing of resources, personnel, equipment and/or other essential services in its region of the State of Georgia in the event of a Disaster or Evacuation.

## **ARTICLE II**

### **OPERATING PROCEDURES**

- 2.1 Participating Nursing Homes agree to identify a Designated Representative and at least two back-up individuals to participate in the development of Operating Procedures to implement this Compact. The names and contact information for the Executing Nursing Home's Designated Representative, back-up individuals, and other key personnel are attached hereto as Exhibit A. Participating Nursing Homes agree to provide GHCA with timely updates of the information in Exhibit A.
- 2.2 The Designated Representative and/or back-up individual shall attend meetings and conferences scheduled by GHCA through the GHCA Nursing Home Emergency Preparedness Committee to discuss issues related to this Compact and to develop the Operating Procedures. The Designated Representative shall act as a liaison with GHCA during the development of the Operating Procedures and shall communicate with the Council Coordinating Nursing Home, the Affected Nursing Home and the appropriate individuals within the Executing Nursing Home's facility, in the event of a Disaster.

- 2.3 Once developed, finalized and approved by the GHCA Nursing Home Emergency Preparedness Committee, the Operating Procedures shall become a part of this Compact, as Exhibit B, and will be incorporated herein by this reference. In the event of any inconsistency between this Compact and the finalized Operating Procedures, the terms of the Operating Procedures shall govern.
- 2.4 The Participating Nursing Homes agree to participate in Public Health disease surveillance activities and systems for timely notification of Nursing Home capacity status, as set forth in the Operating Procedures.

### **ARTICLE III**

#### **COMMUNICATION BETWEEN PARTICIPATING NURSING HOMES DURING A DISASTER**

- 3.1 In the event of a Disaster, the Participating Nursing Homes agree to:
- a. Communicate and coordinate their response efforts via their Designated Representatives, in accordance with this Compact and the Operating Procedures;
  - b. Receive alert information via the 21<sup>st</sup> Century Alert Notification System; and
  - c. Communicate with the Council Coordinating Nursing Home, in accordance with the Operating Procedures, by phone, fax, and/or email, and to maintain radio capability to communicate as a minimum backup.

### **ARTICLE IV**

#### **TRANSFERS**

- 4.1 The Participating Nursing Homes agree to accept patients transferred by any Affected Nursing Home under the terms and conditions set forth in this Compact and in accordance with the Operating Procedures.
- 4.2 The Participating Nursing Homes agree that in transferring patients from an Affected Nursing Home to an Assisting Nursing Home, the Affected Nursing Home shall contact the Council Coordinating Nursing Home in its region as soon as the Affected Nursing Home becomes aware of the need to transfer patients. The Affected Nursing Home may also contact the Assisting Nursing Home directly.
- 4.3 The Participating Nursing Homes agree that in accepting the transfer of patients from the Affected Nursing Home, the Assisting Nursing Home will make reasonable efforts,

whenever feasible, to:

- a. Communicate to the Council Coordinating Nursing Home and the Affected Nursing Home regarding the numbers and types/acuity of patients who may be transferred.
  - b. Accept all transfers from Affected Nursing Home that are within the limitations communicated by the Designated Representative. Assisting Nursing Home shall not be obligated to accept any patients which exceed its capacity or staffing, which shall be determined in the Assisting Nursing Home's sole discretion.
- 4.4 The Participating Nursing Homes agree to cooperate with each other in billing and collecting for services furnished to patients pursuant to this Agreement.

## **ARTICLE V**

### **STAFF, SUPPLIES, AND EQUIPMENT**

- 5.1 The Participating Nursing Homes agree, in the event of a Disaster, to use best 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 another in accordance with the Operating Procedures. Each Participating Nursing Home 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 Nursing Homes 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 Nursing Homes agree to inform their non-employee medical staff members of any requests for assistance and offer them the opportunity to volunteer their professional services. The Participating Nursing Homes shall cooperate with each other to provide in a timely manner the information necessary to verify employment status, licensure and training necessary in order for such volunteers to receive emergency credentials.

**ARTICLE VII**

**MISCELLANEOUS PROVISIONS**

- 7.1 This Compact, together with the attached exhibits, constitutes the entire compact between the Participating Nursing Homes.
- 7.2 Amendments to this Compact must be in writing and signed by the Participating Nursing Homes.
- 7.3 Nothing in this compact shall be construed as limiting the rights of the Participating Nursing Homes to affiliate or contract with any other entity operating a Nursing Home or other health care facility on either a limited or general basis while this compact is in effect. This Compact is not intended to establish a preferred status for patients of any Affected Nursing Home.
- 7.4 A Participating Nursing Home may at anytime terminate its participation in the Compact by providing sixty-day written notice to the Council Coordinating Nursing Home and the Georgia Health Care Association.
- 7.5 Any notices required or permitted hereunder shall be sufficiently given and deemed received upon personal delivery, or upon the third business day following deposit in the U.S. Mail, if sent by registered or certified mail, postage prepaid, addressed or delivered as follows:

Copies to:

**Executing Nursing Home:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**GHCA:** Jon Howell, President  
Georgia Health Care Association  
160 Country Club Drive  
Stockbridge, GA 30281

(Signature Page Follows)

**SIGNATURE PAGE**

\_\_\_\_\_  
Executing Nursing Home Name

\_\_\_\_\_  
Signed

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Received

**EXHIBIT A**

**Name of Executing Member (Facility Name):** \_\_\_\_\_

**Name of Designated Representative:** \_\_\_\_\_

**Title of Designated Representative:** \_\_\_\_\_

**Contact Number of Designated Representative:** \_\_\_\_\_

**E-Mail of Designated Representative:** \_\_\_\_\_

**1. Name of Back-Up Individual:** \_\_\_\_\_

**Title of Back-Up Individual:** \_\_\_\_\_

**Contact Number of Back-Up Individual:** \_\_\_\_\_

**E-Mail of Back-Up Individual:** \_\_\_\_\_

**2. Name of Back-Up Individual:** \_\_\_\_\_

**Title of Back-Up Individual:** \_\_\_\_\_

**Contact Number of Back-Up Individual:** \_\_\_\_\_

**E-Mail of Back-Up Individual:** \_\_\_\_\_

**Name of Infection Control Practitioner:** \_\_\_\_\_



**Title of Infection Control Practitioner:** \_\_\_\_\_

**Contact Number of Infection Control Practitioner:** \_\_\_\_\_

**E-Mail of Infection Control Practitioner:** \_\_\_\_\_

**Name of Designated Emergency Department Contact:** \_\_\_\_\_

**Title of Designated Emergency Department Contact:** \_\_\_\_\_

**Contact Number Designated Emergency Department Contact:** \_\_\_\_\_

**E-Mail Designated Emergency Department Contact:** \_\_\_\_\_

**Name of Designated Nursing Officer:** \_\_\_\_\_

**Title of Designated Nursing Officer:** \_\_\_\_\_

**Contact Number of Designated Nursing Officer:** \_\_\_\_\_

**E-Mail of Designated Nursing Officer:** \_\_\_\_\_

**Name of Non-Employed Medical Staff Designee:** \_\_\_\_\_

**Title of Non-Employed Medical Staff Designee:** \_\_\_\_\_

**Contact Number of Non-Employed Medical Staff Designee:** \_\_\_\_\_

**E-Mail of Non-Employed Medical Staff Designee:** \_\_\_\_\_