



## **NATIONAL DISASTER MEDICAL SYSTEM HEALTH CARE FACILITY/ PARTNER 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), which consists of a coordinated partnership among the Department of Health and Human Services (HHS), the Department of Defense (DoD), the Department of Homeland Security (DHS), and the Department of Veterans Affairs (VA), collectively the NDMS Federal Partners.

### **2. AUTHORITY**

This Agreement is authorized under Section 2812 of the Public Health Service Act, 42 U.S.C. 300hh-11, as amended.

### **3. PURPOSE**

- A. The NDMS statute provides that the 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 the United States is prepared to medically respond to mass casualty emergency situations in this country or to a military health emergency by facilitating a coordinated response of Federal and civilian NDMS health care facilities.
- C. The NDMS Federal Partners acknowledge the willingness of the various medical communities within the United States to respond to a large or catastrophic public and military health emergency, and the need for unusually rapid and complex response, transportation and/or medical treatment to save lives and decrease morbidity. A rapid response requires the development of a comprehensive emergency medical plan so those patients needing definitive medical care would receive it in a non-federal or private sector NDMS health care facility (heretofore referred to as "Provider") in the United States.

#### 4. RESPONSIBILITIES

- A. The NDMS Federal Partners and the Provider agree to plan together for the following:
- Transportation of NDMS patients from the VA or DoD designated Patient Reception Site to the NDMS health care facility;
  - Admission to the NDMS health care facility;
  - Treatment of the NDMS patient;
  - NDMS patient transfer to secondary health care facilities;
  - Discharge/return of NDMS patients transferred to the Provider's facility by HHS.
- B. The Provider agrees to participate in scheduled annual VA and DoD Federal Coordinating Center (FCC) exercises.
- C. The Provider agrees to report to the FCC Coordinator the number of its available, equipped and staffed beds when requested to support NDMS exercises or real-world response operations. During response operations, the Provider agrees to make beds available for NDMS patients. These beds should be reported in seven defined bed categories (i.e., medical-surgical, critical care, pediatrics, burn, psychiatry, pediatric ICU and negative pressure/isolation).
- D. FCCs will assess real-time status of the reported NDMS beds before distributing inbound patients to NDMS health care facilities.
- E. The Provider agrees to track and decontaminate the NDMS patient's critical care equipment, referred to as "patient movement items" (PMI) in accordance with local infection control guidelines before releasing to the Service Access Teams (SAT) teams, or other individuals and teams as designated by the FCC, in order for the PMI to be returned to the Air Mobility Command, U.S. Transportation Command. The SAT (described below) will facilitate returning the PMI equipment to the designated Patient Reception Site servicing the NDMS health care facility. Appendix A, attached, describes the list of PMI that could be used.
- F. HHS has an established transportation contract for the return of NDMS patients and non-medical attendants, evacuated through NDMS, to their home of record or other final destination within the continental United States. The SATs will coordinate the patient movement return activities working with the patient movement contractor to arrange for return transportation. The SATs may also assist in the collection and communication of patient demographic and insurance data to the HHS Financial Intermediary/Definitive Care contractor. If a federally evacuated NDMS patient dies during the response operation, the SAT will provide requested assistance to the local medicolegal authorities (e.g. medical examiner, coroner), medical treatment facility, law enforcement and next of kin to facilitate the final disposition of the remains.

- G. The SAT will serve as facilitators to ensure patient discharge planning is accomplished. Once a patient is discharged from the NDMS health care facility or secondary health care treatment facility, HHS will ensure human services support, such as language translation, food, and lodging, is provided to the discharged NDMS patient and non-medical attendants until the patient is returned to their home of record or other appropriate location. The SATs will operate and provide services in accordance with the published Emergency Support Function (ESF) # 8 Task Orders and their concept of operations.

## **5. REIMBURSEMENTS**

- A. Reimbursements, subject to the availability of appropriations, 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 treatment or services necessary to maintain a reasonable level of health when such medical treatment or services are temporarily not available as a result of the public health emergency;
  - Injuries or illnesses affecting authorized emergency response and disaster relief personnel responding to the public health emergency.
- B. The HHS, as payer, will define the “NDMS patient.” An “NDMS patient” is usually a person who may be processed and regulated through the FCC to an NDMS participating health care facility or provider.
- C. The following table identifies the various providers, sources of funding for NDMS health care facility reimbursement, and the order of payment. The Provider agrees to seek reimbursement in accordance with this table. The NDMS will reimburse the Provider for medical treatment or services rendered by the Provider as indicated in the following table.

**Table 1: Any NDMS Participating Health Care Facility Reimbursable under Medicare Part A**

<b>Patient's Insurance Status</b>	<b>Facility will bill first</b>	<b>Facility will bill second</b>	<b>Reimbursement Rates for NDMS Participating Health Care Facilities</b>
Uninsured	NDMS	N/A	110% of Medicare Part A rate
Medicaid	NDMS	N/A	110% of Medicare Part A rate
Medicare	Medicare	NDMS	NDMS will pay remaining amount not to exceed 110% of Medicare Part A. Facility will submit Explanation of Benefits (EOB) to NDMS in order to receive 10% Administration Fee
Dual Eligible (As defined by the Center for Medicare & Medicaid)	Medicare	Medicaid	Facility will submit EOB to NDMS in order to receive the 10% Administration Fee
Other Insurance or Health Program Coverage (Other than Medicaid, Medicare, or TRICARE)	Other Insurance	NDMS	NDMS will pay remaining amount not to exceed 110% of Medicare Part A. Facility will submit EOB to NDMS in order to receive the 10% Administration Fee
TRICARE	TRICARE		Not eligible
VA Medical Coverage	VA	N/A	Not Eligible

**Table 2: Individual Health Care Provider Reimbursable under Medicare Part B**

<b>Patient's Insurance Status</b>	<b>Provider will bill first</b>	<b>Provider will bill second</b>	<b>NDMS Reimbursement Rates</b>
Uninsured	NDMS	N/A	100% of Medicare Part B rate
Medicaid	NDMS	N/A	100% of Medicare Part B rate
Medicare	Medicare	N/A	Not eligible
Dual Eligible	Medicare	Medicaid	N/A
Other Insurance or Health Program Coverage (Other than Medicaid, Medicare, or TRICARE)	Other Insurance	NDMS	100% of Medicare Part B rate less any payments received by provider from Other Insurance or Health Program Coverage
TRICARE	TRICARE	N/A	Not eligible
VA Medical Coverage	VA	N/A	Not Eligible

**Table 3: Health Care Facility or Health Care Provider Covered by Medicaid but not Medicare Part A/Part B**

<b>Patient's Insurance Status</b>	<b>Facility/Provider will bill first</b>	<b>Facility/Provider will bill second</b>	<b>NDMS Reimbursement Rates</b>
Uninsured	NDMS	N/A	Health Care Facility: 110% of receiving State's Medicaid rate Health Care Provider: 100% of receiving State's Medicaid rate
Medicaid	NDMS	N/A	Health Care Facility: 110% of receiving State's Medicaid rate Health Care Provider: 100% of receiving State's Medicaid rate
Medicare	NDMS	N/A	Health Care Facility: 110% of receiving State's Medicaid rate Health Care Provider: 100% of receiving State's Medicaid rate
Dual Eligible	NDMS	N/A	Health Care Facility: 110% of receiving State's Medicaid rate Health Care Provider: 100% of receiving State's Medicaid rate
Other Insurance or Health Program Coverage (Other than Medicaid, Medicare, or TRICARE)	Other Insurance	NDMS	Health Care Facility: 110% of receiving State's Medicaid rate less any payments received from Other Insurance or Health Program Coverage.  Health Care Provider: 100% of receiving State's Medicaid rate less any payments received from Other Insurance or Health Program Coverage
TRICARE	TRICARE	N/A	Not eligible
VA Medical Coverage	VA	N/A	Not Eligible

## 5. REIMBURSEMENTS (CONT'D)

- 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 codes within 30 days after patient transport to the Provider facility
  - Voluntary refusal of care
  - Return to originating facility or other location for follow on care
- F. Reimbursement for medical care provided beyond 30 days is subject to availability of funding and approval by the NDMS. Any such requests must be submitted as an appeal for NDMS consideration. The SAT will assist in process.
- G. HHS will work directly with an HHS Financial Intermediary/Definitive Medical Care contractor to process submitted claims.
- H. Fee-for-Service Adjustment Factor – NDMS reserves the right to apply an adjustment factor to a Provider's reimbursement calculated using Medicare or Medicaid rates and methodologies to approximate total reimbursement under Medicare or Medicaid in the event that future reimbursement changes make reimbursement determinations using traditional fee-for-service methodologies incomplete or impractical. Examples of situations where this could be applied include but are not limited to Center for Medicare and Medicaid Services (CMS) waivers, bundled pricing arrangements, Accountable Care Organizations and other alternative payment models.
- I. International Patients and Undocumented Aliens – Subject to authority, available appropriations, and NDMS approval, NDMS health services facilities and/or health care providers caring for international patients or undocumented aliens may be reimbursed using the same reimbursement rates and provisions as outlined in this Agreement.
- J. Subject to authority, available appropriations and NDMS approval, foreign providers and facilities performing inpatient health care facility care, physician or ambulance services may be reimbursed on a submitted charges basis provided that the total charges do not grossly exceed typical Medicare reimbursement. This includes locations other than the 50 states of the U.S., the District of Columbia, Puerto Rico, the U.S. Virgin Islands, Guam, American Samoa, the Northern Mariana Islands, and the Freely Associated States (FAS) (the Federated States of Micronesia (FSM), the Republic of the Marshall Islands (RMI), and the Republic of Palau), subject to the following limitation: the emergency occurred within the U.S. or its territories and the foreign hospital is closer than the nearest U.S. hospital that can treat the medical condition.

- K. Facilities, at the time of executing this Agreement, must have obtained accreditation from a CMS-recognized accrediting body or an accrediting body recognized by a state's Medicaid program. In order to be eligible for reimbursement under this Agreement, the NDMS health care facility must still be accredited and in good standing during the date(s) of service of a public health emergency. Providers must be a participant in either Medicare or Medicaid and not have been disbarred from the state or federal program. This Agreement does not cover routine vision, dental and hearing care. Should a health care facility elect not to execute the Memorandum of Agreement (MOA), the facility will be limited to 100% of the applicable reimbursement rate through normal reimbursement processes (e.g., through CMS direct) and will not be eligible for the 10% administrative fee.
- L. The Employer Identification Number to be used for the NDMS is 26-1864515.
- M. For definitions contained within this MOA refer to the ESF #8 Patient Movement CONOPS that has been signed by all Federal Partners.

## **6. NDMS Division Director**

Name: Mr. Ron Miller

Position Title: Acting Director, NDMS

Department: ASPR, OEM, NDMS

Phone Number: 202-475-2479

Approving Signature: 



## 7. POINTS OF CONTACT

### For the NDMS Federal Partners

Name: \_\_\_\_\_

Position Title: \_\_\_\_\_

Department: \_\_\_\_\_

Email Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

### For the NDMS Health Care Facility

Name: \_\_\_\_\_

Position Title: \_\_\_\_\_

Email Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Physical Address of Health Care Facility: \_\_\_\_\_

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## 8. OTHER PROVISIONS

- A. Notwithstanding anything in this Agreement, each of the NDMS Federal Partners 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, agreements, or directives of the NDMS Federal Partners or the NDMS health care facility. 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.

## 9. EFFECTIVE DATE

This Agreement shall become effective upon signature of one of the NDMS Federal Partners and the NDMS health care facility.

## 10. INFORMATION LAWS

All parties understand and will adhere to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Privacy Act, to the extent these laws are applicable.

## 11. TERMINATION

The agreement may be canceled at any time by mutual written consent of the NDMS health care facility and any of the NDMS Federal Partners. The agreement also may be terminated by either the NDMS health care facility or any of the NDMS Federal Partners upon giving 90 days written notice to the other party. Unless otherwise noted, this Agreement shall remain in effect for a period not to exceed five years upon date of the last signature.

For the NDMS Federal Partners

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Printed Name

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Signature

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Title

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Date

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Department

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Phone Number/Email

For the NDMS Health Care Facility

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Printed Name

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Signature

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Title

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Date

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Email

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Phone Number