

Attachment 1. Standard National Disaster Medical System (NDMS) Provider Memorandum of Agreement (MOA) for Definitive Medical Care

**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 Homeland Security (DHS), the Department of Veterans Affairs (VA), and the Department of Defense (DoD), 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 that the United States is prepared to respond medically to mass casualty emergency situations in this country or to a military health emergency 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 facilities in the United States.

**4. RESPONSIBILITIES**

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

B. The Provider agrees to participate in joint Federal Coordinating Center exercises, designed to also meet external disaster standards established by applicable accrediting bodies.

C. The Provider agrees to report the number of beds available (e.g., in HAvBED) when requested to support NDMS exercises or operations and then make those beds available to the NDMS for patients in real-life events. The FCC will assess the real-time status of the reported beds prior to distributing inbound patients.

D. The Provider agrees to return patient movement items (i.e., medical equipment) to the originating organization identified on the equipment or from maintenance tags.

E. The NDMS will provide transportation to return patients to their originating facility or other location as appropriate. HHS has established a contract to provide return transportation of patients and attendants, who were evacuated through NDMS, to appropriate locations within their home state or other final destination. The Service Access Teams (SATs) coordinate all patient movement activities and communicates with the patient movement contractor to arrange for transportation. If a federally evacuated NDMS patient passes away during the response operation, the SAT will coordinate with the local and State medical examiner's office and the patient's family for disposition of remains.

F. HHS will provide SATs as facilitators to ensure discharge planning is accomplished and human services support is provided to discharged patients and attendants evacuated through the NDMS. The SATs will coordinate all aspects of patient return to ensure a smooth transition from the host state to the home state or other appropriate location. The SATs will operate and provide services in accordance with the "Emergency Support Function (ESF) #8 Return Movement of Domestic Medical Evacuees' Concept of Operations". Once a patient is discharged, HHS SATs will ensure human services support is provided to the discharged patient (and non-medical attendants) until the patient is returned to their home state or other appropriate location.

G. If transportation to a final destination is not possible when the patient is ready for discharge, HHS will establish locations to receive the discharged NDMS patients. These locations may include hotels, skilled nursing facilities, nursing homes, Federal Medical Stations, or general population shelters as appropriate.

## **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 services necessary to 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. HHS, as payer, will define what constitutes an "NDMS patient".

B. The following table identifies the various sources of funding for 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.

<b>Patient's Insurance Status</b>	<b>Provider will first bill</b>	<b>Provider will bill secondly</b>	<b>NDMS status for payments</b>
Uninsured	NDMS		Covered at 110% Medicare rate
Medicaid	NDMS		Covered at 110% Medicare rate
Other insurance or health program coverage (other than Medicaid, Medicare, or TRICARE)	Other insurance	NDMS for balance, not to exceed 110% Medicare rate	* Covered at 110% of Medicare rate when combined with private insurance
Medicare	Medicare		Not eligible
TRICARE	Per TRICARE		Not eligible

\* not including the deductible amount and other cost sharing under the health insurance or health program coverage.

C. 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.

D. NDMS payment will end when one of the following occurs, whichever comes first: completion of medically indicated treatment as defined by the Centers for Medicare and Medicaid Services diagnostic related group, based on ICD-9 (and ICD-10 when available) codes (maximum of 30 days); voluntary refusal of care; return to originating facility or other location for follow on care.

E. NDMS will provide reimbursements, subject to the availability of appropriations, for the same type of services covered under the Medicare benefit packages provided to authorized NDMS patients by qualified Medicare health care providers. It is anticipated that medical facilities may use consultants/health care providers that bill separately for their services. These providers will rarely have executed an MOA with NDMS. However, when that care is provided as part of the inpatient stay, NDMS will reimburse, subject to the availability of appropriations.

F. HHS will work directly with a financial intermediary to process submitted claims.

## **6. POINTS OF CONTACT**

A. For the NDMS Federal Partners

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B. For the Provider

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## **7. 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 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. 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.

## **10. TERMINATION**

The agreement may be canceled at any time by mutual written consent of the Provider and any of the NDMS Federal Partners. The agreement also may be terminated by either the Provider 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**

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**For the NDMS Provider Facility Name**

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date