

# LONG TERM CARE AGENCIES DISASTER PLANNING & RESPONSE COMPACT

## RECITALS:

WHEREAS, Long Term Care Agencies have the responsibility to provide a safe environment for all residents/clients, to include implementing disaster preparedness and mitigation strategies based on organizational and community hazard assessments;

WHEREAS, Long Term Care Agencies are susceptible to disasters, both natural and man-made, that could exceed the resources of any individual Long Term Care Agency;

WHEREAS, a disaster could result from incidents such as building problems resulting in the need for partial or complete evacuation (e.g., long-term power outage, flood, etc.), or from incidents impacting the availability of personnel or material resources (e.g., pandemic);

WHEREAS, the Long Term Care Agencies Disaster Planning & Response Compact ("Compact") is not a legally binding contract, but rather this Compact signifies the belief and commitment of the Participating Long Term Care Agencies that in the event of a disaster, the needs of the resident/client will be best met if the Participating Long Term Care Agencies cooperate with each other and coordinate their response efforts;

NOW, THEREFORE, in consideration of the above recitals, the Participating Long Term Care Agencies agree as follows:

## ARTICLE I. PURPOSE

- 1.1. This Compact is a voluntary agreement among Participating Long Term Care Agencies to provide assistance at the time of a Disaster, not an Emergency, as defined herein, in accordance with relevant emergency preparedness plans. The assistance components of this Compact will not take effect until a disaster or an emergency has been declared by local or state authorities or when necessary to save lives or ensure resident/client care continuity in absence of a declared emergency or disaster.
- 1.2. This Compact also describes the relationships among Long Term Care Agencies and is intended to augment, not replace, organizational, community or regional disaster preparedness plans, including health coalition regional plans. By signing this Compact, each Long Term Care Agency is stating its intent to abide by the terms of the Compact in preparation for and in the event of a disaster. Participating Long Term Care Agencies are expected to incorporate the terms of this Compact into the Long Term Care Agencies' emergency preparedness plan.

## ARTICLE II. DEFINITIONS

- 2.1. "Additional Healthcare Partners" means organizations that provide subject matter

expertise to support coordination of disaster preparedness, response, and recovery activities. Examples include, but are not limited to: law enforcement agencies, fire service agencies, faith-based organizations, community-based organizations, volunteer organizations active in disasters (VOAD), etc.

- 2.2. “Affected Long Term Care Agencies” means a Participating Long Term Care Agency that has initiated a request for assistance that may include transferring resident/client to other Long Term Care Agencies or receiving food, clothing, beds, linen, appropriate medical and other supplies, transportation, appropriate equipment, staff, and medication (if appropriate) or arranging for these services and provisions from another participating Long Term Care Agency.
- 2.3. “Assisting Long Term Care Agencies” means a Long Term Care Agency that receives transferred resident/client from or may support by sending personnel, providing food, clothing, beds, linen, appropriate medical and other supplies, transportation, appropriate equipment, staff, and medication (if appropriate) or arranging for these services and provisions to an Affected Long Term Care Agency.
- 2.4. “Assisting Personnel” means personnel sent by an Assisting Long Term Care Agency and/or sent by local, county, state, or federal governmental mechanisms, to provide resident/client care at a Participating Long Term Care Agency.
- 2.5. “Disaster” means a type of emergency that, due to its complexity, scope, or duration, *threatens* the organization’s capabilities and requires assistance beyond what is routinely and readily available, including organizational contingency plans, to sustain resident/client care, safety, or security functions. Examples may include: natural disasters (e.g. severe weather, flood), wide-spread IT outage, major infectious disease outbreak, long-term /large-scale utilities outage, etc. The disaster may be an “external” or “internal” event for Long Term Care Agencies and assumes that each Affected Long Term Care Agencies’ emergency preparedness plan has been fully implemented.
- 2.6. “Emergency” means an unexpected or sudden event that *significantly disrupts* an organization’s ability to perform its primary mission, or the environment of care itself, but is manageable with routinely and readily available resources. An emergency does not require additional external resources to assist with response and recovery activities. Examples may include: missing persons, limited severe weather, bomb threat, single facility application outages, short-term/small-scale utilities failures, etc.
- 2.7. “Essential Partners” means organizations that are essential for ensuring the coordination of disaster preparedness, response, and recovery activities within an emergency management agency jurisdiction. Examples include, but are not limited to: EMS providers, transport agencies, public health agencies, emergency management agencies, hospitals, pharmacies, laboratories, Durable Medical

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Equipment (DME) providers, etc.

- 2.8. “Healthcare Multi-Agency Coordination Center (HMACC)” is a multi-disciplinary organizational model that allows healthcare entities a means to obtain additional support during disasters. The SEMN Healthcare-MACC performs a “clearing house” function by collecting, processing, and disseminating data and information to Coalition partners, as applicable, during a disaster. The Healthcare-MACC does not serve a command and control function for the region; however, it can support functions to improve a coordinated response.
- 2.9. “Joint Information Center (JIC)” means a central location that facilitates operation of the Joint Information System. The JIC is a location where personnel with public information responsibilities perform critical emergency information functions, crisis communications, and public affairs functions.
- 2.10. “Joint Information System (JIS)” means a system that provides the mechanism to organize, integrate, and coordinate information to ensure timely, accurate, accessible, and consistent messaging across multiple jurisdictions and/or disciplines with nongovernmental organizations and the private sector. A JIS includes the plans, protocols, procedures, and structures used to provide public information. Federal, State, tribal, territorial, regional, or local Public Information Officers and established Joint Information Centers (JICs) are critical supporting elements of the JIS.
- 2.11. “Participating Long Term Care Agencies” means a Long Term Care Agency that has entered into this Compact.

### **ARTICLE III. ORGANIZATIONAL PREPAREDNESS**

- 3.1. This Compact is not intended to replace a Participating Long Term Care Agencies’ emergency preparedness plans. As such, participating Long Term Care Agencies have a responsibility to prepare for situations that could negatively impact resident/client care and operations. A minimum level of preparedness is expected from participating organizations to minimize undo pressure on Compact members due to lack of preparedness and capability from Participating Long Term Care Agencies.
- 3.2. Participating Long Term Care Agencies are expected to maintain the capability to manage the consequences of Emergencies, independent of support from the Compact (i.e., addressed at the organizational or local jurisdictional level).
- 3.3. Participating Long Term Care Agencies are expected to be engaged and integrated with local, and if applicable regional, Essential Partners and Additional Healthcare Partners to maximize disaster response capabilities.

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## **ARTICLE IV. PRE-INCIDENT PLANNING & COMMUNICATION**

- 4.1. Participating Long Term Care Agencies will:
  - 4.1.1. Identify primary and backup point of contacts for ongoing planning and pre-incident communication purposes. The point of contact(s) is responsible for determining the distribution of information within their healthcare organizations.
    - 4.1.1.1. Maintain current contact information in applicable Compact notification procedures.
    - 4.1.1.2. Email contact information and changes to Long Term Care LTC@semndhc.org.
  - 4.1.2. Meet at least annually to discuss disaster response issues and coordination of response efforts.
  - 4.1.3. Identify a 24/7 point of contact for urgent notification purposes. The point of contact is responsible for distribution of emergency information within the organization.
    - 4.1.3.1. Maintain current contact information in applicable Compact notification procedures.
    - 4.1.3.2. Email contact information and changes to LTC@semndhc.org.
  - 4.1.4. Identify a Public Information Officer.
    - 4.1.4.1. Maintain current contact information in applicable Compact notification procedures.
    - 4.1.4.2. Email contact information changes to LTC@semndhc.org.
  - 4.1.5. Identify backup facilities or sister facilities to move resident/client to in emergency evacuation.
    - 4.1.5.1. Email facility contact information with name, city, and state to LTC@semndhc.org.
  - 4.1.6. Identify a primary ground transport service for resident/client.
    - 4.1.6.1. Email ground transportation service name, capacity, location, vehicle type, acuity supported information to LTC@semndhc.org.
    - 4.1.6.2. Email agency information and changes to LTC@semndhc.org.

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- 4.1.7. Identify bed and staffing capacity, service capabilities and special certifications/designations.
  - 4.1.7.1. Email bed and staffing capacity, capability and certification/designation information and changes to LTC@semndhc.org.
- 4.1.8. Maintain the capability to use the following primary communication tools to support disaster communication needs: phone, fax, email.
- 4.1.9. Identify primary and back up communication tools to support disaster communication needs.
- 4.1.10. Maintain supply chain, including pharmaceuticals, contingency plans that do not involve Compact support to provide for needs during an Emergency or Disaster.

## **ARTICLE V. HMAACC ACTIVATION**

- 5.1. Only a Participating Long Term Care Agencies' administrator or designee of the Affected Long Term Care Agency has the authority to initiate a request for assistance from Participating Long Term Care Agencies.
- 5.2. Upon activating the healthcare agency's Emergency Preparedness Plan for a Disaster event that will require support from Participating Long Term Care Agencies and/or upon declaration of an emergency or disaster by the local or state jurisdiction:
  - 5.2.1. The impacted organization will notify the Healthcare Multi-Agency Coordination Center (HMAACC) at phone number **855.606.5458** or backup phone number **507.255.2808** to request HMAACC activation.
    - 5.2.1.1. As a backup notification platform for Participating Long Term Care Agencies with access to the Minnesota ARMER radio system, use **"SE Hospital" talk group** to request HMAACC activation.
- 5.3. The HMAACC will notify Participating Long Term Care Agencies and/or request deployment of disaster support assets in accordance with current protocols.
  - 5.3.1. Long Term Care Agencies who are affected and involved in the emergency may be asked to participate in conference calls to facilitate situational awareness and coordinate response or recovery.
  - 5.3.2. Primary conference HMAACC call number: 866.365.4406

5.3.3. Secondary conference call number: 303.248.9655

5.3.4. Access Code: 2662083

## **ARTICLE VI. COMPACT COMMUNICATIONS DURING DISASTERS**

- 6.1. The Affected Long Term Care Agencies will be responsible for communicating incident information to the HMAcc.
- 6.2. Participating Long Term Care Agencies will receive alert and incident information via primary or secondary communication methods and take action as appropriate.
- 6.3. Participating Long Term Care Agencies may be asked to participate in LTC Compact conference calls to facilitate situational awareness and coordinate response or recovery.
  - 6.3.1. Primary conference Compact call number: 866.365.4406
  - 6.3.2. Secondary conference call number: 913.904.9802
  - 6.3.3. Access Code: 21358656
- 6.4. Bed Availability
  - 6.4.1. Upon receiving notification of an incident (or exercise) at a Participating Long Term Care Agency, Participating Long Term Care Agencies will provide bed availability information to the HMAcc or Compact as requested.

## **ARTICLE VII. COMPACT COORDINATION DURING DISASTERS**

- 7.1. HMAcc will assist and help with identification of transportation for resident/client transfers/evacuation from Affected Long Term Care Agencies to Assisting Long Term Care Agencies.
- 7.2. HMAcc will assist with gathering bed availability information however it is the responsibility of the affected Long Term Care Agencies to match their resident/client to a facility with the appropriate level of care.
- 7.3. HMAcc will be the primary initial contact for and assist with coordinating Compact personnel and material resource support to an Affected Long Term Care Agencies and situational awareness amongst Assisting Long Term Care Agencies.

## **ARTICLE VIII. MEDIA RELATIONS AND RELEASE OF INFORMATION**

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- 8.1. The Affected Long Term Care Agencies will be responsible for working cooperatively with the jurisdictional emergency management agency and other organizations involved with disaster response operations to educate the general public on the status of the disaster, as applicable.
- 8.2. The Affected Long Term Care Agencies will be responsible for disseminating information to state and local public health departments, including resident/client names, diagnoses and other identifying information as may be needed to prevent or control the spread of the contagion and to avert imminent threats to health or safety of resident/client, as applicable.
- 8.3. If applicable during widespread disasters, Affected and Assisting Long Term Care Agencies will coordinate information as part of a Joint Information System to ensure public affairs personnel communicate with each other and release consistent messages/information to the media and public.
- 8.4. Depending on the event, a Joint Information Center may be established by a local or state emergency management agency or a local or state department of health. Affected and Assisting Long Term Care Agencies will support the Joint Information Center, as appropriate.

## **ARTICLE IX. TRANSFER/EVACUATION OF RESIDENT/CLIENT**

- 9.1. If a disaster results in partial or complete evacuation of a Participating Long Term Care Agency, the other Participating Long Term Care Agencies agree to receive resident/clients from the Affected Long Term Care Agencies, even if this requires activating emergency response plans at the Assisting Long Term Care Agencies.
- 9.2. Communication and Documentation
  - 9.2.1. An Affected Participating Long Term Care Agency must communicate its need for assistance to HMAACC and must specify the number of residents/clients needing to be transferred. The general nature of their condition and any specialized services or placement required will be communicated either on the LTC Compact call or agency to agency. An Affected Long Term Care Agency is responsible for providing the Assisting Long Term Care Agencies with copies of the resident/client's pertinent medical records, registration information and other information necessary for care.
- 9.3. Transporting Resident/client
  - 9.3.1. In the case of an evacuation, the Affected Long Term Care Agencies is responsible for triage and transportation of resident/client and any costs, not

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otherwise reimbursable by the resident/client, the resident/client's third-party payer, or government agency, incurred for their transportation.

9.3.2. Extraordinary medications or special equipment utilized by the resident/client, if available, will be transported with the resident/client.

9.3.3. If feasible, the Affected Long Term Care Agencies should track the resident/client's personal effects and valuables transported with the resident/client to the Assisting Long Term Care Agencies.

9.4. Supervision

9.4.1. Once the resident/client arrives at the Assisting Long Term Care Agencies, it shall become their responsible for the care of the resident/client.

9.5. Notification

9.5.1. The Affected Long Term Care Agencies is responsible for notifying, and if applicable, obtaining transfer authorization from the resident/client or the resident/client's legal representative, as appropriate, and for notifying the resident/client's attending physician of the transfer and relocation of resident/client as soon as practical.

9.6. For resident/client who will return to the Affected Long Term Care Agency, the Affected Long Term Care Agency is responsible for coordinating all aspects of the return.

## **ARTICLE X. TRANSFER OF PHARMACEUTICALS, SUPPLIES OR EQUIPMENT**

10.1. During a disaster, Affected Long Term Care Agencies will:

10.1.1. Use available routine food, clothing, beds, linen, appropriate medical and other supplies, transportation, appropriate equipment, staff, and medication.

10.1.2. When routine food, clothing, beds, linen, appropriate medical and other supplies, transportation, appropriate equipment, staff, and medication are inadequate to meet disaster response operational needs, activate contingency plans.

10.1.3. When contingency food, clothing, beds, linen, appropriate medical and other supplies, transportation, appropriate equipment, staff, and medication are inadequate to meet disaster response operational needs, request/obtain supplies from other Participating Long Term Care Agencies via the HMAAC.

10.1.4. When supplies from other Participating Long Term Care Agencies are inadequate to meet disaster response operational needs, request/obtain

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supplies from regional/state/national disaster stockpiles.

- 10.2. To ensure appropriate reimbursement, an Assisting Long Term Care Agency sending food, clothing, beds, linen, appropriate medical and other supplies, transportation, appropriate equipment, staff, and medication to an Affected Long Term Care Agencies will document in detail the delivery of the requested materials.
- 10.3. The Assisting Long Term Care Agency is responsible for tracking the borrowed inventory and requesting the return of any non-disposable equipment, which shall be returned by the Affected Long Term Care Agencies in good condition, if possible.
  - 10.3.1. An Affected Long Term Care Agencies will either replace or reimburse an Assisting Long Term Care Agency for any consumable supplies or medication at actual cost. Unused supplies may be returned by the Affected Long Term Care Agencies to the Assisting Long Term Care Agencies provided that they are unopened and in good and usable condition.
  - 10.3.2. The Affected Long Term Care Agency is responsible for appropriately tracking the use and necessary maintenance of all borrowed food, clothing, beds, linen, appropriate medical and other supplies, transportation, appropriate equipment, staff, and medication during the time such items are in the custody of the Affected Long Term Care Agencies, in accordance with law.

## **ARTICLE XI. PERSONNEL SUPPORT**

- 11.1. Personnel who are employed by, contracted with, act on behalf of, or are part of the staff of an Assisting Long Term Care Agency who are dispatched to an Affected Long Term Care Agency shall be limited to staff who are certified, licensed, privileged and/or credentialed at the Assisting Participating Long Term Care Agency, as appropriate, given such staff's professional scope of practice unless the Affected Long Term Care Agencies specifically requests dispatch of additional unlicensed staff, volunteers, students and/or interns, in which case the Assisting Long Term Care Agencies shall clearly communicate the identity of unlicensed staff, volunteers, students/interns reporting to the Affected Long Term Care Agencies.
  - 11.1.1. For personnel support across state borders, a local/state disaster declaration and request by the Governor of the state where the Affected Long Term Care Agencies is located may be required depending upon existing statutes.
- 11.2. Assisting Long Term Care Agency employees who are dispatched to an Affected Long Term Care Agency will act within their scope of practice in the capacity of Assisting Personnel with respect to the Affected Long Term Care Agencies and

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for all purposes set forth herein will function as Assisting Personnel at the Affected Long Term Care Agencies, but nothing in this Compact shall be construed as creating an employee-employer relationship between the Assisting Personnel and the Affected Long Term Care Agencies for purposes of worker's compensation coverage or other labor laws.

- 11.3. The Assisting Long Term Care Agencies' senior administrator or designee shall prepare and send to the Affected Participating Long Term Care Agencies a list that includes the name, employee status (permanent or Supplemental Nursing Services Agency), licensure category or other qualifications and any specialty training of the Assisting Personnel who are being dispatched to the Affected Long Term Care Agencies. The Affected Long Term Care Agencies shall, if possible, then verify the identity of the Assisting Personnel from the Assisting Long Term Care Agencies based on a current picture ID issued by the Assisting Long Term Care Agency or a state, federal or regulatory agency.
- 11.4. If possible, all Assisting Personnel shall report to the Affected Long Term Care Agencies or designated community disaster relief work registration site with one of the following:
  - 11.4.1. Current organizational identification card. If the organizational identification card does not have a picture, then a valid government issued identification card will be required.
  - 11.4.2. Current license to practice, if applicable.
  - 11.4.3. Presentation by a current participating Long Term Care Agency or medical staff member(s) with personal knowledge regarding the practitioner's identity.
  - 11.4.4. The Affected Long Term Care Agencies may verify this information independently and in the event of extraordinary circumstances (e.g., no means of communication or lack of resources) such verification may occur after the emergency is determined to be under control, but must be done as soon as possible. Participating Long Term Care Agencies that are accredited by credentialing organizations must follow the credentialing standards relevant to their facility.
- 11.5. In the case of Assisting Personnel deployed to an Affected Long Term Care Agency, the Affected Long Term Care Agencies will identify where and to whom Assisting Personnel are to report and who will direct and/or supervise them.
  - 11.5.1. This supervisor will brief the Assisting Personnel of the situation and their assignments.
  - 11.5.2. The Affected Participating Long Term Care Agencies shall maintain records of the hours worked by the Assisting Personnel and will provide and coordinate

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any necessary demobilization and post-event debriefing.

## **ARTICLE XII. MICELLANEOUS PROVISIONS**

### 12.1. Term and Termination

12.1.1. The term of this Compact is open commencing for the Participating Long Term Care Agencies on the date of signature affixed to this Compact document. Any Participating Long Term Care Agencies may terminate its participation in this Compact at any time by providing written notice to the Coalition at least thirty (30) days prior to the effective date of such termination.

### 12.2. Review and Amendment

12.2.1. The Compact will be amended as necessary to comply with any new statutes, regulations, or standards promulgated by governmental entities, regulatory or accrediting bodies, including, but not limited to standards promulgated by The Centers for Medicare and Medicaid Services (CMS) or Minnesota Department of Health.

12.2.1.1. The Southeast MN Disaster Health Coalition (DHC) Advisory Committee is authorized to modify language related to department titles (e.g., Admission and Transfer Center), phone numbers and radio talkgroups without further approval from Participating Long Term Care Agencies.

12.2.1.1.1. SEMN DHC Advisory Committee will provide updated Compact documents to Participating Long Term Care Agencies within 14 days of updating information and approval.

12.2.2. Participating Long Term Care Agencies may request the SEMN DHC Advisory Committee to convene a Review Committee to review and make Compact change recommendations. The Review Committee, at a minimum, will include a representative sampling of Participating Long Term Care Agencies.

### 12.3. Confidentiality

12.3.1. Each Participating Long Term Care Agency shall maintain the confidentiality of all resident/client health information and medical records in accordance with applicable state and federal laws, including, but not limited to, the HIPAA privacy regulations.

### 12.4. Reimbursement

12.4.1. For food, clothing, beds, linen, appropriate medical and other supplies, transportation, appropriate equipment, staff, and medication (if appropriate) or

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arranging for these services and provisions provided by an Assisting Long Term Care Agencies to an Affected Long Term Care Agencies.

12.4.2. Where food, clothing, beds, linen, appropriate medical and other supplies, transportation, appropriate equipment, staff, and medication (if appropriate) or arranging for these services and provisions are provided to an Affected Long Term Care Agencies, an at cost invoice for expenses will be submitted by the Assisting Long Term Care Agencies to the Affected Long Term Care Agencies.

12.4.3. The Affected Long Term Care Agencies shall make payment for complete and reasonable at cost invoices submitted within 120 days of receipt of such invoices.

#### 12.5. Occupational Safety and Health

12.5.1. Affected Long Term Care Agencies will provide appropriate Personal Protective Equipment (PPE) as available and in compliance with the Occupational Safety and Health Agency or state OSHA regulations.

#### 12.6. Insufficient Resources

12.6.1. Participating Long Term Care Agencies that lack the resources to send personnel, supplies, or equipment because of the situation at their own facility, must notify HMAACC upon resource request.

12.6.2. Participating Long Term Care Agencies are not required to provide resources or send personnel if it would negatively impact its own operational or resident/client care capabilities.

#### 12.7. Assignment

12.7.1. A Participating Long Term Care Agency may not assign any part of its duties, obligations, or rights under this Agreement.

#### 12.8. Authority to Sign

12.8.1. Participating Long Term Care Agency representatives signing this Agreement attest that they have the authority to sign and enter into this Compact on behalf of the Participating Long Term Care Agency.

#### 12.9. Severability

12.9.1. If any term or provision of this Agreement is determined to be illegal, unenforceable, or invalid in whole or in part for any reason, such illegal, unenforceable or invalid provisions or part thereof shall be stricken from this Agreement, and such provision shall not affect the legality, enforceability, or

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