Using the “Menu of Suggested Provisions for Public Health Mutual Aid Agreements”

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What is Mutual Aid?

- Assistance rendered by one government entity to help another government entity respond to emergency conditions

- Sharing of supplies, equipment, personnel, and information across political boundaries

- Important for effective and efficient response
Why Mutual Aid Agreements?

- EMAC provides a tool in certain situations...

- What if the scenario is outside of EMAC?
  - State declaration of emergency not triggered
  - Volunteers rather than state employees
  - Sharing resources at the local level
Supplementing EMAC

- EMAC provides a “broad base common to all states, and nothing herein contained shall preclude any state from entering into supplementary agreements with another state or affect any other agreements already in force....”

EMAC, Article VII
Compliance with the Constitution

- Article I, section 10, clause 3: “No State shall, without the consent of Congress, enter into any Agreement or Compact with another State or with a foreign Power.”

- Options
  - Seek Congressional Approval
  - Execute Non-binding Agreements without Congressional Approval
    - Department of State can be consulted
Steps for Developing a Mutual Aid Agreement

- Assess need for mutual aid
- Analyze law - legal barriers?
- Coordinate state cross-border efforts
- Coordinate federal and state cross-border efforts
What Needs to Be Shared?

- Planning information
- Epidemiologic info/lab specimens
- Equipment and supplies
- Unlicensed personnel
- Licensed personnel
Mutual Aid

- Mutual Aid Menu
- Mutual Aid Inventory
- http://www2.cdc.gov/phlp/mutualaid/index.asp
Mutual Aid Menu

- **Provisions**
  - Agreement Purpose or Background
  - Organization and Coordination
  - Request and Response Procedures
  - Licenses and Permits
  - Liability, Immunity, and Indemnity
  - Costs and Reimbursement
  - Legal Scope or Effect
  - Workers' Compensation, Death Benefits, and Insurance
  - Dispute Resolution

- Fees, Funding, and Appropriations
- Supplemental Agreements or Parties
- Amendments
- Effective Date, Term of Agreement, and Withdrawal
- Signatories
- Definitions
- Tribes
Example 1

- Effective Date, Term of Agreement, and Withdrawal
  - Descriptive Note
    Agreements regularly include provisions for determining when and how an agreement becomes effective, the duration of the agreement, and how a party may withdraw from the agreement.
  - Optional sample provisions
    * This agreement is made and entered into this __ day of __________ by and between Party A and Party B.
    * This Agreement will begin on ________________, and will terminate on ________________.
    * This Agreement is effective upon its execution or adoption by any two Parties, and is effective as to any other Party upon its execution or adoption thereby. The Agreement may be executed in multiple counterparts or duplicate originals, each of which shall constitute and be deemed as one and the same document.

ETC....
Example 2

- **Dispute Resolution**
  - **Descriptive Note**
    This sort of provision is generally neither required nor prohibited by law. Nonetheless, it is advisable to consult with legal counsel before determining the means, if any, for resolving disputes. Some states and other jurisdictions, for example, may be prohibited by law from consenting to binding arbitration as a dispute resolution mechanism.

- **Agreeing to informal resolution:**
  - Should disagreement arise on the interpretation of the provisions of this Agreement that cannot be resolved at the operating level, the area(s) of disagreement shall be stated in writing by each Party and presented to the other Party for consideration. If agreement on interpretation is not reached within thirty days, the Parties shall forward the written presentation of the disagreement to respective higher officials for appropriate resolution.
Example 2

- **Dispute Resolution**
  - Establishing a dispute resolution entity:
    - In the event that a dispute arises under this Agreement, the Parties will make every effort to resolve the disagreement at the lowest organizational level. If those efforts are not successful, the Parties will seek input from their next higher decision-making authority. Unresolved disputes shall be brought before a Dispute Board, composed of one member appointed by each Party. The Dispute Board shall review the facts, applicable statutes and rules, and make a determination regarding the dispute. The Parties agree to abide by the Dispute Board determination.
Example 2

Dispute Resolution

Submitting disputes to arbitration:

• Should a dispute arise between Parties, involved Parties will make every effort to resolve the dispute within 30 days of written notice of the dispute by the party asserting noncompliance. In the event that the dispute is not resolved within 90 days of the written notice, a Party may request the dispute be resolved through arbitration. Arbitration under this provision shall be conducted under the commercial arbitration rules of the American Arbitration Association.

Creating a right to withdraw from the agreement:

• In the event of a breach of this Agreement, the remedy will be the right to terminate this Agreement, in whole or in part, by any Party without penalty of cost or expenses associated with breach.
Mutual Aid Inventory

- **Parties**
  - International
  - Interstate
  - Intrastate
  - Tribal

- **Coverage**
  - Emergency Management
  - Public Health Emergency
  - Public Health Data Sharing
  - Public Health and Science Collaboration
  - Etc.
Questions?

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