



# MEMORANDUM OF AGREEMENT – DECLARED EMERGENCY

NORTH DAKOTA DEPARTMENT OF HEALTH AND HUMAN SERVICES  
EMERGENCY PREPAREDNESS AND RESPONSE SECTION  
SFN 60324 (07/2023)



|                |        |                   |  |        |            |
|----------------|--------|-------------------|--|--------|------------|
| Type:          |        |                   | Term of Agreement:<br>From July 1, 2023 until terminated |        |            |
| Provider Name: |        |                   | NDDHHS Contact Name:<br>Tim Wiedrich, Director           |        |            |
| Address:       |        |                   | Address:<br>1720 Burlington Drive                        |        |            |
| City:          | State: | Zip Code:         | City:  | State: | Zip Code:  |
|                |        |                   | Bismarck   | ND     | 58504-7707 |
| Contact Name:  |        | Telephone Number: | Telephone Number:<br>701.328.2270                        |        |            |

**Purpose:**  
Provider, upon receiving an emergency response activation notice and/or deployment notice from North Dakota Department of Health and Human Services, Department Operations Center (NDDHHS-DOC), agrees to participate in the response activities as indicated on Attachment A.

**Special Conditions:**  
Pursuant to issued emergency declaration and agreement between NDDHHS-DOC and North Dakota Department of Emergency Services State Emergency Operations Center (NDDDES-SEOC), the NDDDES-SEOC will process and provide reimbursement for services provided by the Provider through this agreement. Reimbursement will be dependent on the Provider's actual delivery of services. Requests for reimbursement will be submitted on the appropriate Department of Health and Human Services forms which will be provided at the time that the service is provided. Fee schedule for services provided is included on Attachment A. NDDHHS-DOC will forward all invoices received from the Provider to NDDDES-SEOC for payment. NDDHHS-DOC will not assume any financial liability under this agreement.

**Terms and Conditions:**

- **Term of Agreement:** This agreement shall be effective beginning with the date a declaration of emergency is made by the Governor of North Dakota or with approval of the NDDDES-SEOC and terminating at the conclusion of the emergency. Multiple declarations or activations may occur within the agreement period.
- **Applicable Law:** This agreement is governed by and construed in accordance with the laws of the State of North Dakota. Any action to enforce this agreement must be adjudicated exclusively in the state District Court of Burleigh County, North Dakota. Each party consents to the exclusive jurisdiction of such court and waives any claim of lack of jurisdiction or forum non conveniens.
- **Compliance with Laws:** Provider agrees to comply with all applicable federal and state laws, rules, and policies, including those relating nondiscrimination, accessibility and civil rights (See N.D.C.C Title 34 – Labor and Employment, specifically N.D.C.C. ch. 34-06.1 Equal Pay for Men and Women). Provider agrees to timely file all required reports, make required payroll deductions, and timely pay all taxes and premiums owed, including sales and use taxes, unemployment compensation and workers' compensation premiums. Provider shall always have and keep current during the Term of this agreement all licenses and permits required by law. Provider's failure to comply with this section may be deemed a material breach by Provider entitling NDDHHS to terminate in accordance with the Termination terms of this Agreement.
- **Severability:** If any term of this agreement is declared to be illegal or unenforceable by a court having competent jurisdiction, the validity of the remaining terms is unaffected and, if possible, the rights and obligations of the parties are to be construed and enforced as if this agreement did not contain that term.
- **Merger, Waiver and Modification:** This agreement constitutes the entire agreement between the parties. There are no understandings, agreements, or representations, oral or written, not specified within this agreement. This agreement may not be modified, supplemented or amended, in any manner, except by written agreement signed by both parties.
- **Renewal:** This agreement will not automatically renew.
- **Termination:** NDDHHS may terminate this Agreement effective upon delivery of written notice to Provider, or any later date stated in the notice if Provider fails to provide services required by this Agreement within the time specified or any extension agreed to by STATE; or if Provider fails to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Contract in accordance with its terms.

The State assumes no liability for the other party's actions except where liability is based on following an express direction from the State

**This memorandum of agreement is not effective and expenditures related to this agreement should not be incurred until all parties have signed this document, an emergency declaration has been issued and the NDDHHS-DOC has activated the Provider.**

| Evidence of Provider Acceptance                   |      | Evidence of NDDHHS-DOC Acceptance  |      |
|---|------|--|------|
| Signature   | Date | Signature  | Date |
| Typed Name and Title of Authorized Representative |      | Typed Name and Title of Authorized Representative<br>Tim Wiedrich, Director, Health Response & Licensure, EPR Section. Department Operations Center Incident Commander |      |
| Signature   | Date | Signature  | Date |
| Typed Name and Title of Authorized Representative |      | Typed Name and Title of Authorized Representative<br>Dirk D. Wilke, J.D., M.B.A., Executive Director of Public Health  |      |

# Attachment A:

**Please check the box which applies to this Memorandum of Agreement (MOA) and initial if needed. Please return Attachment A with signed MOA.**

- Vulnerable Population/Transportation – Hospital**
- Vulnerable Population/Transportation – LTC**

**Purpose:**

Please initial beside each provision willing to participate in:

       Provider, upon receiving an emergency response activation notice from the North Dakota Department of Health and Human Services-Department Operations Center (NDDHHS-DOC), agrees to provide care to vulnerable citizens without a third-party payment source who are displaced or injured due to the emergency event as Provider resources allow. All services must be pre-approved by the NDDHHS-DOC to be covered by this agreement.

       Provider, upon receiving an emergency response activation notice from the NDDHHS-DOC, agrees to utilize Provider assets to transport displaced residents from evacuated facilities to destination facilities as resources and circumstances allow. Provider agrees to respond with transportation vehicle to a location to be determined by the NDDHHS-DOC at the time of deployment and remain under the direction of the NDDHHS-DOC or designee until completion of the authorized transportation trips/missions. Provider will provide available vehicle information as requested below:

**Vehicle Information:** Vehicle mileage will be reimbursed at \$.81/mile.

| Vehicle Type                        | Number of Vehicles | Seats per Vehicle | Wheelchair Capacity per Vehicle | Stretcher Capacity per Vehicle |
|-------------------------------------|--------------------|-------------------|---------------------------------|--------------------------------|
| Shuttle Bus with Wheelchair Lift    |                    |                   |                                 |                                |
| Shuttle Bus without wheelchair lift |                    |                   |                                 |                                |
| Van with Wheelchair Lift            |                    |                   |                                 |                                |
| Full Size Passenger Van             |                    |                   |                                 |                                |
| Passenger Mini Van                  |                    |                   |                                 |                                |
| Passenger Car/SUV                   |                    |                   |                                 |                                |

Provider shall participate in the NDDHHS-DOC patient tracking system and maintain records regarding eligibility criteria on NDDHHS-DOC provided forms and agrees to seek third party reimbursement for patient/resident care provided.

**Multi-Provider or Multi-Community: For LTC Only**

Organizations that are operated or have the same management can sign one Memorandum of Agreement to cover all of the organization locations. List all the facilities managed under this signed Memorandum of Agreement.

| Provider Name | Address |
|---------------|---------|
|               |         |
|               |         |
|               |         |
|               |         |

- Ambulance Services – Ground**
- Ambulance Services – Ambulance buses**
- Ambulance Services – Air**

**Purpose:**

The Provider upon receiving a deployment notice from the North Dakota Department of Health and Human Services-Department Operations Center (NDDHHS-DOC) and to the extent the Provider is physically able to comply agrees to respond to and remain at a staging location as directed by the NDDHHS-DOC. As needed, the Provider will be assigned from staging to patient transport at assigned locations at the direction of the NDDHHS-DOC.

The Provider shall maintain records regarding time of service in and out of staging areas, patient transports, and any other incurred expenditures relating to transport or staging. The Provider will provide invoice to NDDHHS-DOC for service time at staging and agrees to seek third party reimbursement for patient transport.

The fee schedule will follow the current ND Workforce Safety & Insurance established ambulance fee schedule at the time of deployment.

**Fee Schedule for At Ready Status:** There is no reimbursement for ambulance personnel or vehicle that is not considered “in-service”. “In-service” is determined by the NDDHHS-DOC under the incident command structure.

**Medical Shelter Support – Hospital**

**Purpose:**

In the event of an emergency declaration requiring the establishment of medical shelters within 25 miles of the Provider and at the request of the NDDHHS-DOC, the Provider agrees to the following:

- The Provider agrees to utilize an Incident Command Structure for communication with the NDDHHS-DOC during an event requiring the activation of this agreement.
- The Provider agrees to provide on/off site medical direction by a medical director for 24 hours per day upon request.
- The Provider agrees to provide support services to the medical shelter as able upon request.
- The Provider agrees to provide on/off site pharmacy services to the medical shelter 24 hours per day for the specified schedule upon request.

**Medical Shelter – College/University**

**Purpose:**

The NDDHHS State Medical Shelter (SMS) is a deployable health care platform that accommodates individuals with medical conditions that require intermittent medical observation, assessment, or treatment but do not require hospitalization. It is not an emergency department, nursing home, or inpatient provider, but rather a provider that can manage exacerbations of chronic conditions. A standard SMS can house approximately 200 patients (although it is scalable in 20-cot/bed increments) and must be housed inside a structurally intact building with electricity, heating/air conditioning/ventilation, and clean water services.

In the event of an emergency declaration requiring the establishment of a state operated medical shelter, pre-hospital stabilization site, or patient/resident staging area, NDDHHS-DOC and Provider agree to the following:

**North Dakota Department of Health and Human Services-Department Operations Center (NDDHHS-DOC):**

- Will establish a mission and provide notification to the Provider prior to patient transfer to the Provider.
- Will provide necessary medical supplies for patient care at the Provider.
- Will provide coordination of shelter operations and procedures and shelter staffing assignments through state-designated personnel while the shelter is open.
- **Provider:** Agrees to provide physical space to accommodate 200 cots/beds for patients transferred to Provider location, provided that the accommodation does not prohibit the Provider from continuing its operations or unduly interferes with the Provider’s operations. The number of cots/beds may vary, depending on the patients and capacity of the Provider, but shall always be subjected to the conditions that the Provider must be able to continue operations. Agrees to provide services marked below.

**From the following list, please indicate which services Provider will provide:**

- 1-2 forklifts
- 1-2 material handling equipment (pallet jacks)
- 10-person assembly and disassembly team
- Back-up generator with fuel
- Biomedical waste disposal services
- Campus security
- Contracted food preparation services for a maximum of approximately 900 meals per day

- Electricity and electric distribution services (200 Amp 120/240 VAC)
- External security services e.g. private security firm
- Heating/Ventilation/Air Conditioning (HVAC) services appropriate for building size
- Ice services for up to five pounds of ice per person per day
- Laundry washing services for 200 sets of clothing and bedding daily
- Loading dock to accommodate a 53' trailer
- Potable water with water heating (to 120°F) for up to six gallons/patient and staff/day
- Showering facilities for patients, patient caretakers and staff (up to 500/day)
- Sleeping quarters for at least 60 staff
- Standard waste removal and daily cleaning services
- Suitable area for securing and locking pharmaceuticals
- Toilet facilities/supplies for patients, patient caretakers and staff (up to 500/day)

- Department Operations Center Supplemental Medical Staffing**
- NDDHHS DOC Supplemental Staffing**

**Purpose:**

Provider, upon receiving an emergency response activation notice and/or deployment notice from the North Dakota Department of Health and Human Services-Department Operations Center (NDDHHS-DOC), agrees to participate in the following response activities:

Supplemental Medical Staffing to \_\_\_\_\_

**Please see Attachment B for the full Fee Schedule.**

**Attachment B – Fee Schedule (Please keep this copy for your records)**

**During a declared emergency the following fee schedule is applicable:**

|   |   |
|---|---|
| Paramedic   | \$ 42.00 per hour   |
| EMT-B/EMT-I   | \$ 30.00 per hour   |
| Physician   | \$ 135.00 per hour  |
| Physician Assistant   | \$ 51.50 per hour   |
| Nurse Practitioner  | \$ 49.50 per hour   |
| Nurse, RN   | \$ 46.00 per hour   |
| Nurse, LPN  | \$ 38.50 per hour   |
| Certified Nurse Assistant   | \$ 21.00 per hour   |
| Other licensed medical staff requested by the North Dakota Department of Human Services-Department Operations Center (NDDHHS-DOC) | \$ 20.00 per hour   |
| Other personnel not licensed (e.g., driver)   | \$ 17.00 per hour   |
| Ground ambulance At Ready Status  | \$ 34.50 per hour   |
| Ambulance Bus At Ready Status   | \$ 67.50 per hour   |
| Ambulance Bus response rate   | \$ 140.00 per hour  |
| Ambulance Bus mileage   | \$ 9.50 per mile  |
| Transport of separate Ambulance bus staff per vehicle mile  | Current Office of Management and Budget (OMB) rate per mile |

**Fee Schedule for Provision of Care:**

- Swing bed/sub-acute care, critical access hospital, acute care hospital/ PPS and nursing facilities will be reimbursed at the statewide average Medicaid skilled nursing Provider rate at \$260 per day.
- Assisted living facilities and basic care will be reimbursed at \$185 per day.

**Fee Schedule for Medical Shelter Support - Hospital**

**Reimbursement requests shall be based on the following:**

- Equipment rental and medical supplies at current patient billable rate or rate negotiated at time of request for materials that do not have an established patient billable rate.
- Medical direction for medical shelter at \$135 per hour for service/consultation provided for the medical shelter
- Pharmacy staff time for service/ consultation/prescriptions at \$54 per hour
- Other licensed medical support services specifically requested (not to include Provider Incident Command Staff) by the NDDHHS-DOC at \$20 per hour.
- Mileage at current North Dakota Office of Management and Budget rate per mile for travel in the delivery of services.

**NOTE:** Rates are intended to cover hours on duty, meals, and lodging. No additional reimbursement for expenses will be covered in this agreement.