# **DISASTER AID SERVICES TO HOME HEALTH AGENCIES (HHA)**

## LETTER OF AGREEMENT

The below listed home health agencies have, by affixing their signature to this letter, agree in principle to voluntarily coordinate disaster aid services to each of the signatories in a good faith effort to minimize risk to patient care and home health operations in the event of a local non-declared disaster.

1. …
2. …
3. …
4. …
5. …
6. …
7. …

The home health agencies agree that in the event of a disaster which affects the operational capabilities of any member to this Agreement, that members may request assistance from the other home health agencies as is more specifically set forth herein.

# **RECEIVING INSTITUTION** Any home health agency receiving patients from another home health agency agrees to provide the following, should such become a necessity, during an emergency or disaster situation, without regarding to race, color, creed, national origin, age, sex, religion, or handicap:

# **EMERGENCY TREATMENT/ CARE**

* 1. Accept as many transfers as possible;
  2. Provide emergency treatment/care within the capabilities of the HHA.
  3. Assist in placing transfers in other HHAs when the RECEIVING HOME HEALTH AGENCY can no longer accept patients or treatment is required beyond the HHA’s capabilities;
  4. Notify ESF-8 when a home health agency is no longer able to accept patients (in your respective counties);
  5. Medical record for patients transferred/received. (Copy acceptable if time permits); and
  6. Other medical services that may be necessary or requested.

**III. EMERGENCY MEDICAL SUPPLIES AND EQUIPMENT**

In the event home health agency’s medical supplies and equipment are depleted, all requests for emergency supplies and equipment should be made through ESF-8.

**IV. COMMUNICATION SERVICES**

In the event the home health agency’s normal lines of communications are disrupted, the following will be executed:

* 1. Notification of Fire Communications (your respective County(ies);
  2. Providing emergency communication equipment, if available (AT&T or its successor); and
  3. Request support personnel through your County EOC, and if necessary, through the American Red Cross using Amateur Radio Emergency Service® (ARES).

**V. ADMINISTRATIVE SERVICES**

The following administrative services shall be provided during the emergency or disaster situation per individual home health agency’s emergency plan.

* 1. Maintaining a current listing of all patient transfers;
  2. Maintaining a record of all treatment administered, including medical supplies or changes; and

**VI. TRANSFERRING HOME HEALTH AGENCIES**

Home health agencies shall agree to provide the following care during an emergency or disaster situation, without regard to race, color, creed, national origin, age, sex, religion or handicap, to the receiving home health agency.

**VII. MEDICAL INFORMATION**

* 1. Provide all medical information and/or records as necessary or requested;
  2. Coordinate emergency transportation as necessary or requested;
  3. Maintain a current listing of all patients and/or personnel and the disposition of each;
  4. Assign medical personnel as requested;
  5. If applicable, notify your medical director of the disaster and the disposition of their patients;
  6. Notify the RECEIVING HOME HEALTH AGENCY when the disaster is over; and
  7. Other services/duties that may be necessary or requested.

**VIII. MISCELLANEOUS**

1. The transferring home health agency shall agree to notify the RECEIVING HOME HEALTH AGENCY when patients or personnel can be returned to their HHA;
2. Transportation shall be coordinated when transfers are being made back to the participant’s HHA;
3. Any additional supplies and equipment requested by the RECEIVING HOME HEALTH AGENCY shall be coordinated by ESF-8 in your respective county(ies);
4. When the employees of the transferring home health agency are rendering aid pursuant to this agreement, such employee shall have the same powers, duties, and rights as if they were performing their duties in the jurisdiction of that of their employers, and further, they shall be subject to the operational control and supervision of the jurisdiction in which they are serving; and
5. The home health agency receiving the loan of any equipment from another home health agency pursuant to this Agreement shall be liable for any loss or damage to such equipment and shall pay the expense of the operation of such equipment.
6. The sending home health agency will pay the wages for all employees that they send to the receiving home health agency through the normal payroll process used by the sending home health agency. At a future date, the sending home health agency will bill the receiving home health agency for the wage expenditures.
7. The receiving home health agency is responsible for food, lodging, and local transportation of all employees sent by the other home health agency.
8. The employees sent should be expected to stay longer than one day, but not necessarily longer than one week. The continuation of the assignment will be at the discretion of the management personnel from the sending home health agency.
9. The term “employees” as used in section VIII, paragraph E1 shall mean and include paid, volunteer, and auxiliary employees actually provided by the home health agency rendering aid.
10. No claims for any loss, damage, expense or reimbursement provided for in this paragraph E shall be allowed, unless within 60 days after the loss, damage, or expense is sustained or incurred, an itemized notice of the claim, under oath, is served by certified mail or personal service upon the chief fiscal officer of the home health agency against which the claim is asserted.
11. Participating home health agencies may reserve the right to attempt to receive reimbursement for expenses occasioned in sending staff to the home health agency receiving aid through state, local or federal agencies.

**VIII. AGREEMENT EFFECTIVE DATE**

This Letter of Agreement shall become effective on the last day of the year following the last participant’s execution, and shall continue in effect for three years with automatic renewal except that any party may terminate its participation in this Letter of Agreement by giving a sixty (60) day written notice to the other participants of its intentions. If such notice is for termination, this Letter of Agreement shall be automatically terminated at the expiration of the sixty (60) day notice. This letter of agreement may be amended only by mutual consent, in writing, of all participants.

Further, this agreement is in no way meant to affect any of the participants’ rights, titles, claims, or defenses including the entitlement to sovereign immunity through Florida Statute or Common Law.

**SIGNATURE PAGE**

**DISASTER AID SERVICE TO HOME HEALTH AGENCIES**

**LETTER OF AGREEMENT**

IN WITNESS WHEREOF, we have set our hands and seals that date below written.

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Administrator Name Date

Title

Organization   
Complete Address   
Email:

Phone:

Cell:  
Fax:

Witnessed:

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Administrator Name Date

Title

Organization   
Complete Address   
Email:

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