



# NATIONAL DISASTER MEDICAL SYSTEM PARTNER HEALTHCARE FACILITY MEMORANDUM OF AGREEMENT FOR DEFINITIVE MEDICAL CARE

## 1. PARTIES

The Parties to this Memorandum of Agreement (MOA) are \_\_\_\_\_ (the partner healthcare facility) and the National Disaster Medical System (NDMS), which consists of a coordinated partnership among the Departments of Health and Human Services (HHS), Defense (DoD), Homeland Security (DHS), and Veterans Affairs (VA), 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 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, including at-risk individuals, as applicable.
- B. In response to a large or catastrophic public health and/or military health emergency, victims of such events may need to receive definitive healthcare in non-federal or private sector healthcare facilities. The purpose of this Agreement is to establish a formal relationship between the NDMS and NDMS partner healthcare facilities to ensure a network is in place to provide care for NDMS federal patients, which may include military casualties, requiring additional or complex care unavailable within the affected area due to a natural, man-made disaster, military health emergency, or other public health emergency.

## 4. RESPONSIBILITIES

- A. The NDMS partner healthcare facility, as appropriate and based upon their resources and availability, agrees to:
  - Participate in scheduled VA and DoD Federal Coordinating Center (FCC)<sup>1</sup> exercises. The purpose of this collaboration is for participants to garner a better understanding of what occurs when the NDMS is

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<sup>1</sup> FCCs are operated by the Department of Veterans Affairs (VA) and/or the Department of Defense (DoD). The FCCs are responsible for coordinating NDMS partner healthcare facilities within their designated patient-reception areas and when individuals are medically evacuated through the NDMS patient-evacuation system.

activated.

- Report the number of its available, equipped, and staffed beds to the FCC Coordinator when requested to support NDMS exercises or real-world response operations. During response operations, the NDMS partner healthcare facility agrees to make every effort to provide available beds for NDMS federal patients.

In-patient hospital beds should be reported in seven defined bed categories (i.e., medical-surgical, critical care, pediatric, burn, psychiatry, pediatric intensive care unit and negative pressure/isolation). For questions on bed reporting or bed types, contact your FCC Coordinator.

- Admission, treatment, and discharge of NDMS federal patient(s), and/or transfer to secondary healthcare facilities as medically necessary.
- Sanitize and track any NDMS federal patient's medical equipment, referred to as "patient movement items" (PMI) in accordance with local infection control guidelines and facility protocol before releasing the PMI to the designated personnel.

B. The NDMS Federal Partners (i.e., HHS, DHS, DoD, and VA) are responsible for:

- Transportation of NDMS federal patient(s)<sup>2</sup> from the VA or DoD designated Patient Reception Site (PRS) to the NDMS partner healthcare facility;
- Assessing the real-time status of bed availability and discuss potential patient placement with the NDMS partner healthcare facility to ensure they are able to accept the NDMS federal patient(s) according to the patient(s) current medical needs.
- Collaborating with the NDMS partner healthcare facility and serve as a facilitator to ensure patient care coordination needs and discharge planning is accomplished.
- Returning the NDMS federal patient(s) evacuated through NDMS to their home of record or other final destination.
- Facilitating the final disposition of the deceased in instances when an NDMS federal patient expires while at the NDMS partner healthcare

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<sup>2</sup> Definitive Care coverage is provided to NDMS federal patients and begins when the need for federal patient movement is determined, the activated Federal Coordinating Center (FCC) coordinates transfer and placement of a patient into a participating NDMS partner healthcare facility. NDMS federal patients must be registered in the Joint Patient Assessment and Tracking System (JPATS) and will receive a JPATS number to be enrolled into the Definitive Care Program.

facility.

## 5. REIMBURSEMENTS

- A. The HHS, as payer, will define the “NDMS federal patient,” which is usually a patient that is transported via federal assets, processed through an FCC, and referred to NDMS partner healthcare facilities and/or healthcare practitioners for definitive medical care and tracked in JPATS. For more information concerning [NDMS federal patient eligibility](https://aspr.hhs.gov/NDMS/Pages/definitive-care.aspx), visit <https://aspr.hhs.gov/NDMS/Pages/definitive-care.aspx>.
- B. For care provided to NDMS federal patients, subject to the availability of appropriations, reimbursements will be limited to:
- Injuries or illnesses resulting directly from the specified public health emergency;
  - Injuries, illnesses, and conditions requiring essential medical treatment or services necessary to maintain a reasonable level of health when such medical treatment or services are temporarily not available as a result of the public health emergency; and
  - Injuries or illnesses affecting authorized emergency response and disaster relief personnel responding to the public health emergency.
- C. Tables 1-3 in the addendum identify the various providers, sources of funding for NDMS healthcare facility reimbursement, and the order of payment. The NDMS partner healthcare facility agrees to seek reimbursement accordingly. The NDMS will reimburse the NDMS partner healthcare facility for medical treatment or services rendered as indicated.<sup>3</sup> When possible, providers should submit claims electronically via a claim’s clearinghouse service. Visit website for details regarding [claims submission](https://aspr.hhs.gov/NDMS/Pages/Claims-Submission.aspx) at <https://aspr.hhs.gov/NDMS/Pages/Claims-Submission.aspx>.
- D. For NDMS federal 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.
- E. For NDMS federal patients who are beneficiaries of VA healthcare, payment from VA, if any, will be made pursuant to and in accordance with VA’s applicable statutory reimbursement authorities and processes (38 U.S.C. §§

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<sup>3</sup> Treatment and services furnished by NDMS partner healthcare facility pursuant to the NDMS and/or this Agreement are *not* authorized or furnished pursuant to VA’s community care authorities, including the Veterans Community Care Program established and operated pursuant to 38 U.S.C. § 1703 and implementing regulations. This Agreement does not authorize NDMS partner healthcare facility to furnish care and receive payment under those authorities.

1724, 1725, 1728, and implementing regulations).

- F. NDMS payment will end when one of the following occurs, whichever comes first:
- Completion of medically indicated treatment ends (within 30 days or unless otherwise directed by HHS);
  - Voluntary refusal of care by the NDMS federal patient; or
  - Return to originating facility or other location for follow-on care.
- G. Reimbursement for medical care provided beyond 30 days is subject to availability of funding and approval by HHS.
- H. HHS will work directly with a Financial Intermediary/Definitive Medical Care contractor to process submitted claims.
- I. Fee-for-Service Adjustment Factor – NDMS reserves the right to apply an adjustment factor to a Provider's reimbursement calculated using Medicare or Medicaid rates and methodologies to approximate total reimbursement under Medicare or Medicaid in the event that future reimbursement changes make reimbursement determinations using traditional fee-for-service methodologies incomplete or impractical. Examples of situations where this could be applied include, but are not limited to, Centers for Medicare and Medicaid Services (CMS) waivers, bundled pricing arrangements, Accountable Care Organizations, and other alternative payment models.
- J. International Patients and Undocumented Persons – Subject to authority, available appropriations, and NDMS approval, NDMS partner healthcare facility and/or healthcare providers caring for international patients or undocumented persons may be reimbursed using the same reimbursement rates and provisions as outlined in this Agreement.
- K. Subject to authority, available appropriations, and NDMS approval, foreign providers and facilities performing inpatient facility care, physician, or ambulance services may be reimbursed on a submitted charges basis provided that the total charges do not grossly exceed typical Medicare reimbursement. This includes locations other than the 50 states of the U.S., the District of Columbia, Puerto Rico, the U.S. Virgin Islands, Guam, American Samoa, the Northern Mariana Islands, and the Freely Associated States (FAS) (the Federated States of Micronesia (FSM), the Republic of the Marshall Islands (RMI), and the Republic of Palau), subject to the following limitation: the emergency occurred within the U.S. or its territories and the foreign hospital is closer than the nearest U.S. hospital that can treat the medical condition.
- L. Facilities, at the time of executing this Agreement, must have obtained accreditation from a CMS-recognized accrediting body or an accrediting body

recognized by a state's Medicaid program. In order to be eligible for reimbursement under this Agreement, the NDMS partner healthcare facility must still be accredited and in good standing during the date(s) of service provided to NDMS federal patient(s). Providers must be a participant in either Medicare or Medicaid and not have been disbarred from the state or federal program. This Agreement does not cover routine vision, dental and hearing care, but does cover emergency vision, dental, and hearing cases. Should a healthcare facility elect not to execute the MOA, the facility will be limited to 100% of the applicable reimbursement rate through normal reimbursement processes (e.g., through CMS direct) and will not be eligible for the 25% administrative fee.

M. The Employer Identification Number to be used for the NDMS is 26-1864515.

## 6. POINTS OF CONTACT

**For the NDMS Federal Partners – (VA or DoD representative)**

*Name:* \_\_\_\_\_

*Position Title:* \_\_\_\_\_

*Department:* \_\_\_\_\_

*Email Address:* \_\_\_\_\_

*Phone Number:* \_\_\_\_\_

**For the NDMS Partner Healthcare Facility**

*Name:* \_\_\_\_\_

*Position Title:* \_\_\_\_\_

*Department:* \_\_\_\_\_

*Email Address:* \_\_\_\_\_

*Phone Number:* \_\_\_\_\_

## 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 NDMS partner healthcare facility. 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 NDMS partner healthcare facility.

**9. TERMINATION**

The agreement may be canceled at any time by written consent of the NDMS partner healthcare facility and any of the NDMS Federal Partners. The agreement also may be terminated by either the NDMS partner healthcare facility 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.

**10. 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.

**11. SIGNATORY FOR MEMORANDUM OF AGREEMENT**

***For the NDMS Federal Partner (VA/DoD):***

_____	_____
<i>Printed Name</i>	<i>Signature</i>
_____	_____
<i>Title</i>	<i>Date</i>
_____	_____
<i>Email</i>	<i>Phone Number</i>

***For the NDMS Partner Healthcare Facility:***

_____	_____
<i>Printed Name</i>	<i>Signature</i>
_____	_____
<i>Title</i>	<i>Date</i>
_____	_____
<i>Email</i>	<i>Phone Number</i>

**ADDENDUM**

**Table 1: Any NDMS Participating Partner Healthcare Facility Reimbursable Rates Under Medicare Part A**

<b>Patient's Insurance Status</b>	<b>Facility will bill first</b>	<b>Facility will bill second</b>	<b>Reimbursement Rates for NDMS Participating Partner Healthcare Facilities</b>
Uninsured	NDMS	N/A	125% of Medicare Part A rate
Medicaid	NDMS	N/A	125% of Medicare Part A rate
Medicare	Medicare	NDMS	NDMS will pay remaining amount not to exceed 125% of Medicare Part A.  Facility will submit Explanation of Benefits (EOB) to NDMS in order to receive 25% Administration Fee.
Dual Eligible (As defined by the Centers for Medicare & Medicaid)	Medicare	Medicaid	Facility will submit EOB to NDMS in order to receive the 25% Administration Fee.
Other Insurance or Health Program Coverage (Other than Medicaid, Medicare, or TRICARE)	Other Insurance	NDMS	NDMS will pay remaining amount not to exceed 125% of Medicare Part A.  Facility will submit EOB to NDMS in order to receive the 25% Administration Fee.
TRICARE	TRICARE	N/A	Not Eligible
VA Medical Coverage	VA	N/A	Not Eligible

**Table 2: Individual Healthcare Provider Reimbursable under Medicare Part B**

<b>Patient's Insurance Status</b>	<b>Provider will bill first</b>	<b>Provider will bill second</b>	<b>NDMS Reimbursement Rates</b>
Uninsured	NDMS	N/A	100% of Medicare Part B rate
Medicaid	NDMS	N/A	100% of Medicare Part B rate
Medicare	Medicare	N/A	Not Eligible
Dual Eligible	Medicare	Medicaid	N/A
Other Insurance or Health Program Coverage (Other than Medicaid, Medicare, or TRICARE)	Other Insurance	NDMS	100% of Medicare Part B rate less any payments received by provider from Other Insurance or Health Program Coverage
TRICARE	TRICARE	N/A	Not Eligible
VA Medical Coverage	VA	N/A	Not Eligible



**Table 3: Healthcare Partner Facility or Healthcare Provider Covered by Medicaid but not Medicare Part A/Part B**

<b>Patient's Insurance Status</b>	<b>Facility/ Provider will bill first</b>	<b>Facility/ Provider will bill second</b>	<b>NDMS Reimbursement Rates</b>
Uninsured	NDMS	N/A	Healthcare Facility: 125% of receiving State's Medicaid rate Healthcare Provider: 100% of receiving State's Medicaid rate
Medicaid	NDMS	N/A	Healthcare Facility: 125% of receiving State's Medicaid rate Healthcare Provider: 100% of receiving State's Medicaid rate
Medicare	NDMS	N/A	Healthcare Facility: 125% of receiving State's Medicaid rate Healthcare Provider: 100% of receiving State's Medicaid rate
Dual Eligible	NDMS	N/A	Healthcare Facility: 125% of receiving State's Medicaid rate Healthcare Provider: 100% of receiving State's Medicaid rate
Other Insurance or Health Program Coverage (Other than Medicaid, Medicare, or TRICARE)	Other Insurance	NDMS	Healthcare Facility: 125% of receiving State's Medicaid rate less any payments received from Other Insurance or Health Program Coverage Healthcare Provider: 100% of receiving State's Medicaid rate less any payments received from Other Insurance or Health Program Coverage
TRICARE	TRICARE	N/A	Not Eligible
VA Medical Coverage	VA	N/A	Not Eligible

### NDMS Partner Healthcare Facilities Included in Agreement

Facility Name:		
Facility Type:	Specialty:	
Street Address:		
City:	State:	Zip:
POC:	Phone:	
POC Email:		

Facility Name:		
Facility Type:	Specialty:	
Street Address:		
City:	State:	Zip:
POC:	Phone:	
POC Email:		

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Facility Type:	Specialty:	
Street Address:		
City:	State:	Zip:
POC:	Phone:	
POC Email:		