

HOUSE BILL 344

J1, J3

71r1437

By: **Delegate Pendergrass**

Introduced and read first time: February 1, 2007

Assigned to: Health and Government Operations

A BILL ENTITLED

1 AN ACT concerning

2 **Public Health Laboratories – Mutual Aid Agreements**

3 FOR the purpose of authorizing a public health laboratory in the State to enter into a
4 mutual aid agreement with a public health laboratory operated by another
5 state; requiring a public health laboratory operated by another state to provide
6 certain documentation under certain circumstances; requiring a mutual aid
7 agreement to include certain liability provisions; authorizing certain employees
8 to travel to and provide services at certain public health laboratories under
9 certain circumstances; providing for the applicability of certain laws; providing
10 that certain expenditures may be charged in a certain manner; providing for the
11 construction of this Act; defining certain terms; and generally relating to public
12 health laboratories and mutual aid agreements.

13 BY adding to

14 Article – Health – General

15 Section 17–104

16 Annotated Code of Maryland

17 (2005 Replacement Volume and 2006 Supplement)

18 SECTION 1. BE IT ENACTED BY THE GENERAL ASSEMBLY OF
19 MARYLAND, That the Laws of Maryland read as follows:

20 **Article – Health – General**

21 **17–104.**

EXPLANATION: CAPITALS INDICATE MATTER ADDED TO EXISTING LAW.

[Brackets] indicate matter deleted from existing law.



1 (A) (1) IN THIS SECTION THE FOLLOWING WORDS HAVE THE
2 MEANINGS INDICATED.

3 (2) “MUTUAL AID AGREEMENT” MEANS A WRITTEN AGREEMENT
4 BETWEEN A PUBLIC HEALTH LABORATORY IN THE STATE AND A PUBLIC HEALTH
5 LABORATORY OPERATED BY ANOTHER STATE TO ESTABLISH AND CARRY OUT A
6 PLAN TO ASSIST EACH OTHER IN PROVIDING TEMPORARY TESTING SERVICES TO
7 ALLEVIATE AN EMERGENCY AT ONE OF THE LABORATORIES.

8 (3) “PUBLIC HEALTH LABORATORY” MEANS A LABORATORY
9 OPERATED BY A STATE GOVERNMENT TO PROVIDE:

10 (I) CONSULTING AND REGULATORY SUPPORT OF
11 INFECTIOUS DISEASE, EPIDEMIOLOGY, ENVIRONMENTAL, AND REGULATORY
12 PUBLIC HEALTH PROGRAMS; AND

13 (II) TESTS OR EXAMINATIONS IN CONNECTION WITH:

- 14 1. THE DIAGNOSIS AND CONTROL OF HUMAN
15 DISEASES;
- 16 2. THE ASSESSMENT OF HUMAN HEALTH,
17 NUTRITIONAL, OR MEDICAL CONDITIONS; OR
- 18 3. THE ENVIRONMENT.

19 (B) THIS SECTION SHALL BE LIBERALLY CONSTRUED TO PROMOTE ITS
20 PURPOSE OF PROVIDING AID DURING AN EMERGENCY AT A PUBLIC HEALTH
21 LABORATORY.

22 (C) (1) A PUBLIC HEALTH LABORATORY IN THE STATE MAY ENTER
23 INTO OR RENEW A MUTUAL AID AGREEMENT WITH A PUBLIC HEALTH
24 LABORATORY OPERATED BY ANOTHER STATE.

25 (2) A PUBLIC HEALTH LABORATORY OPERATED BY ANOTHER
26 STATE THAT ENTERS INTO A MUTUAL AID AGREEMENT SHALL PROVIDE
27 WRITTEN DOCUMENTATION OF THE STATUTORY AUTHORITY REQUIRED FOR
28 THAT STATE TO MEET THE RESPONSIBILITIES SET FORTH IN THE AGREEMENT.

1 (3) (I) EXCEPT AS PROVIDED IN SUBPARAGRAPH (II) OF THIS
2 PARAGRAPH, A MUTUAL AID AGREEMENT SHALL PROVIDE THAT THE PARTY
3 REQUESTING ASSISTANCE UNDER THE AGREEMENT SHALL INDEMNIFY AND
4 HOLD HARMLESS THE PUBLIC HEALTH LABORATORY THAT PROVIDES
5 ASSISTANCE AND ITS AUTHORIZED PERSONNEL FROM ANY CLAIM BY A THIRD
6 PARTY FOR PROPERTY DAMAGE, PERSONAL INJURY, OR WRONGFUL DEATH
7 THAT ARISES OUT OF ACTIVITIES, INCLUDING TRAVEL, THAT ARE AUTHORIZED
8 BY THE AGREEMENT.

9 (II) THE PARTY THAT REQUESTS ASSISTANCE NEED NOT
10 INDEMNIFY THE PARTY THAT PROVIDES ASSISTANCE IF:

11 1. THE PARTY THAT PROVIDES ASSISTANCE DOES
12 NOT COOPERATE IN DEFENDING AGAINST A CLAIM MADE BY A THIRD PARTY;

13 2. THE CLAIM BY A THIRD PARTY ARISES OUT OF A
14 MALICIOUS OR GROSSLY NEGLIGENT ACT OF THE PARTY THAT PROVIDES
15 ASSISTANCE; OR

16 3. THE CLAIM BY A THIRD PARTY ARISES OUT OF AN
17 ACT THAT IS OUTSIDE OF THE SCOPE OF THE DUTIES UNDER THE AGREEMENT
18 OF THE PARTY THAT PROVIDES ASSISTANCE.

19 (4) A MUTUAL AID AGREEMENT SHALL PROVIDE THAT EACH
20 PARTY TO THE AGREEMENT SHALL WAIVE ANY CLAIM AGAINST ANY OTHER
21 PARTIES TO THE AGREEMENT IF THE CLAIM ARISES OUT OF THE ACTIVITIES OF
22 A PARTY THAT ARE WITHIN THE SCOPE OF THE AGREEMENT AND THAT ARE
23 PERFORMED WITHOUT MALICE OR GROSS NEGLIGENCE.

24 (D) (1) SUBJECT TO PARAGRAPH (2) OF THIS SUBSECTION, AN
25 EMPLOYEE OF A PUBLIC HEALTH LABORATORY WHO HAS BEEN TRAINED AND
26 CERTIFIED BY THE DIRECTOR OF THE EMPLOYEE'S PUBLIC HEALTH
27 LABORATORY MAY TRAVEL TO AND PROVIDE SERVICES AT THE LOCATION OF
28 THE EMERGENCY UNDER A MUTUAL AID AGREEMENT AT THE REQUEST OF THE
29 SECRETARY, THE SECRETARY'S DESIGNEE, OR AN INDIVIDUAL FROM ANOTHER
30 STATE WITH EQUIVALENT AUTHORITY UNDER THE AGREEMENT.

31 (2) AN EMPLOYEE MAY NOT TRAVEL TO OR PROVIDE SERVICES AT
32 THE LOCATION OF THE EMERGENCY UNDER A MUTUAL AID AGREEMENT UNTIL

1 THE SECRETARY, THE SECRETARY'S DESIGNEE, OR EQUIVALENT AUTHORITY IN
2 ANOTHER STATE APPROVES THE EMPLOYEE TO TRAVEL TO AND PROVIDE
3 SERVICES AT THE LOCATION OF THE EMERGENCY.

4 (E) FOR PURPOSES OF WORKERS' COMPENSATION LAW OR ANY OTHER
5 EMPLOYMENT BENEFIT THAT WOULD APPLY TO AN INDIVIDUAL WHO IS
6 PERFORMING A SERVICE FOR A PUBLIC HEALTH LABORATORY UNDER A
7 MUTUAL AID AGREEMENT, THE INDIVIDUAL IS CONSIDERED TO HAVE
8 PERFORMED THAT SERVICE IN THE COURSE OF EMPLOYMENT AND IN THE LINE
9 OF DUTY.

10 (F) NECESSARY EXPENDITURES MADE UNDER A MUTUAL AID
11 AGREEMENT OR OTHERWISE MADE UNDER THIS SECTION MAY BE CHARGED
12 AGAINST ANY STATE OR LOCAL APPROPRIATIONS THAT ARE USUALLY
13 AVAILABLE TO A PUBLIC HEALTH LABORATORY.

14 SECTION 2. AND BE IT FURTHER ENACTED, That this Act shall take effect
15 October 1, 2007.