

# HOUSE BILL 344

J1, J3

71r1437

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By: **Delegate Pendergrass**

Introduced and read first time: February 1, 2007

Assigned to: Health and Government Operations

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Committee Report: Favorable with amendments

House action: Adopted

Read second time: February 21, 2007

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## CHAPTER \_\_\_\_\_

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:

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**EXPLANATION: CAPITALS INDICATE MATTER ADDED TO EXISTING LAW.**

[Brackets] indicate matter deleted from existing law.

Underlining indicates amendments to bill.

~~Strike out~~ indicates matter stricken from the bill by amendment or deleted from the law by amendment.



1 **Article - Health - General**

2 **17-104.**

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

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

10 (3) "PUBLIC HEALTH LABORATORY" MEANS A LABORATORY  
11 OPERATED BY A STATE GOVERNMENT TO PROVIDE:

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

15 (II) TESTS OR EXAMINATIONS IN CONNECTION WITH:

16 1. THE DIAGNOSIS AND CONTROL OF HUMAN  
17 DISEASES;

18 2. THE ASSESSMENT OF HUMAN HEALTH,  
19 NUTRITIONAL, OR MEDICAL CONDITIONS; OR

20 3. THE ENVIRONMENT.

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

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

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

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

13                       (II) THE PARTY THAT REQUESTS ASSISTANCE NEED NOT  
14 INDEMNIFY THE PARTY THAT PROVIDES ASSISTANCE IF:

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

17                               2. THE CLAIM BY A THIRD PARTY ARISES OUT OF A  
18 MALICIOUS OR GROSSLY NEGLIGENT ACT OF THE PARTY THAT PROVIDES  
19 ASSISTANCE; OR

20                               3. THE CLAIM BY A THIRD PARTY ARISES OUT OF AN  
21 ACT THAT IS OUTSIDE OF THE SCOPE OF THE DUTIES UNDER THE AGREEMENT  
22 OF THE PARTY THAT PROVIDES ASSISTANCE.

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

28           (D) (1) SUBJECT TO PARAGRAPH (2) OF THIS SUBSECTION, AN  
29 EMPLOYEE OF A PUBLIC HEALTH LABORATORY WHO HAS BEEN TRAINED AND  
30 CERTIFIED BY THE DIRECTOR OF THE EMPLOYEE'S PUBLIC HEALTH  
31 LABORATORY MAY TRAVEL TO AND PROVIDE SERVICES AT THE LOCATION OF  
32 THE EMERGENCY UNDER A MUTUAL AID AGREEMENT AT THE REQUEST OF THE

1 **SECRETARY, THE SECRETARY'S DESIGNEE, OR AN INDIVIDUAL FROM ANOTHER**  
2 **STATE WITH EQUIVALENT AUTHORITY UNDER THE AGREEMENT.**

3 **(2) AN EMPLOYEE MAY NOT TRAVEL TO OR PROVIDE SERVICES AT**  
4 **THE LOCATION OF THE EMERGENCY UNDER A MUTUAL AID AGREEMENT UNTIL**  
5 **THE SECRETARY, THE SECRETARY'S DESIGNEE, OR EQUIVALENT AUTHORITY IN**  
6 **ANOTHER STATE APPROVES THE EMPLOYEE TO TRAVEL TO AND PROVIDE**  
7 **SERVICES AT THE LOCATION OF THE EMERGENCY.**

8 **(E) FOR PURPOSES OF WORKERS' COMPENSATION LAW OR ANY OTHER**  
9 **EMPLOYMENT BENEFIT THAT WOULD APPLY TO AN INDIVIDUAL WHO IS**  
10 **PERFORMING A SERVICE FOR A PUBLIC HEALTH LABORATORY UNDER A**  
11 **MUTUAL AID AGREEMENT, ~~THE~~ :**

12 **(I) THE INDIVIDUAL IS CONSIDERED TO HAVE PERFORMED**  
13 **THAT SERVICE IN THE COURSE OF EMPLOYMENT AS A STATE EMPLOYEE AND IN**  
14 **THE LINE OF DUTY; AND**

15 **(II) THE WORKERS' COMPENSATION LAW OR EMPLOYMENT**  
16 **BENEFIT OF THE STATE THAT EMPLOYS THE INDIVIDUAL SHALL BE PROVIDED**  
17 **BY THAT STATE WHEN AN INDIVIDUAL IS PERFORMING A SERVICE IN ANOTHER**  
18 **STATE.**

19 **(F) NECESSARY EXPENDITURES MADE UNDER A MUTUAL AID**  
20 **AGREEMENT OR OTHERWISE MADE UNDER THIS SECTION MAY BE CHARGED**  
21 **AGAINST ANY STATE OR LOCAL APPROPRIATIONS THAT ARE USUALLY**  
22 **AVAILABLE TO A PUBLIC HEALTH LABORATORY.**

23 **SECTION 2. AND BE IT FURTHER ENACTED, That this Act shall take effect**  
24 **October 1, 2007.**