

CHAPTER 74

(House Bill 344)

AN ACT concerning

Public Health Laboratories – Mutual Aid Agreements

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

BY adding to

Article – Health – General

Section 17-104

Annotated Code of Maryland

(2005 Replacement Volume and 2006 Supplement)

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

Article – Health – General

17-104.

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

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

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

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

(II) TESTS OR EXAMINATIONS IN CONNECTION WITH:

1. THE DIAGNOSIS AND CONTROL OF HUMAN DISEASES;

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

3. THE ENVIRONMENT.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Approved by the Governor, April 10, 2007.