MUTUAL AID AGREEMENT

This Mutual Aid Agreement (the “Agreement”) is made and entered into as of this ___ day of ___, 20__, by and between ___ Hospital (“Hospital”) and ______ Medical Center. (“Medical Center”).

Background Information

A. Hospital is an acute care hospital, with its main campus located at ___.
B. Medical Center operates an acute care hospital, with its main campus located at ___. Hospital and Medical Center are collectively referred to as Hospitals.
C. Hospital and Medical Center wish to enter into this Mutual Aid Agreement to provide for transfer of patients and sharing of staff, equipment, supplies and other essential services in the event of an internal or external disaster affecting one of the Hospitals.

Now, therefore, in consideration of the mutual covenants herein contained and for other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Definitions.
   a. “External Disaster” means a disaster occurring or imminent in the community surrounding the Hospital. External disasters include natural disasters, such as hurricanes, and manmade disasters, such as acts of terrorism.
   b. “Internal Disaster” means a disaster occurring within the Hospital that materially affects the Hospital’s ability to provide patient care. Internal disasters may include, but not be limited to, fires, loss of electrical power, or loss of water/sewer services. An internal disaster may affect the entire facility or only a portion of the facility.
   c. The “Designated Representative” is the individual or position designated at each Hospital to coordinate the implementation of this Mutual Aid Agreement, including the acceptance of patients requiring transfer and the arrangement for sharing of staff, equipment, supplies and other essential services.

2. Transfer of Patients. The parties acknowledge that each party may from time to time find it necessary to evacuate and transfer patients due to the occurrence of an external or internal disaster. The party requesting transfer of a patient from an off-site department is herein referred to as the Transferring Hospital. The party requested to receive the transfer is referred to herein as the Receiving Hospital, regardless of whether the transfer is accepted. Each party is willing to accept patients transferred by the other party under the terms and conditions set forth in this Agreement.
2.1 **Responsibilities of Transferring Hospital.** The parties agree that in transferring patients from the Transferring Hospital to the Receiving Hospital, the Transferring Hospital will:

(a) Contact the Designated Representative at the Receiving Hospital as soon as the Transferring Hospital becomes aware of the need to transfer patients.

(b) Comply with any limitations established by the Receiving Hospital regarding the numbers and types/acuity of patients that Receiving Hospital is able to accept.

(c) Triage all patients prior to transfer to verify that the types and acuity of services required are within the limitations established by the Receiving Hospital.

(d) Arrange for the transport of the patient to the Receiving Hospital, with the support of such medical personnel and equipment as is required by the patient’s condition.

(e) Deliver to the Receiving Hospital with each patient transferred medical records, or copies thereof, sufficient to indicate the patient’s diagnoses and condition, and treatment provided and planned.

(f) If feasible, inventory the patient’s personal effects and valuables transported to the Receiving Hospital with the patient. The Transferring Hospital shall deliver the inventory and the patient’s valuables to the personnel transporting the patient, and receive a receipt for such items. The Receiving Hospital shall, in turn, acknowledge and sign a receipt for the valuables delivered to it.

2.2 **Responsibilities of Receiving Hospital.** In accepting the transfer of patients from the Transferring Hospital, the Receiving Hospital will:

(a) Ensure that the Designated Representative is available 24 hours a day, 7 days a week to implement this Mutual Aid Agreement and to communicate to the Transferring Hospital regarding the numbers and types/acuity of patients who may be transferred.

(b) Accept all transfers from Transferring Hospital that are within the limitations communicated by the Designated Representative. Receiving Hospital shall not be obligated to accept any patients which exceed its capacity or staffing, which shall be determined in the Receiving Hospital’s sole discretion.

(c) Record in the clinical records of each transferred patient notations of the condition of the patient upon arrival at the Receiving Hospital.

(d) If personal effects and valuables of the patient are transported with the patient, check those items against the inventory prepared by the
Transferring Hospital, and issue a receipt for such items as are received by the Receiving Hospital to the personnel transporting the patient.

2.3 Return of Patients to Transferring Hospital. Once the emergency conditions that required the transfer have resolved, and if medically appropriate for the individual patients, Transferring Hospital shall make arrangements to transfer the patients back to Transferring Hospital as soon as practical. Upon re-transfer to the Transferring Hospital, the Receiving Hospital will return to the Transferring Hospital any original medical records, including x-ray films, transferred with the patient. Receiving Hospital shall also provide copies of medical records regarding all care provided to the patient by Receiving Hospital.

2.4 Discharge. If a transferred patient is discharged by Receiving Hospital, the Receiving Hospital will return to the Transferring Hospital any original medical records, including x-ray films, transferred with the patient. If the Transferring Hospital is not then able to receive the returned medical records, Receiving Hospital will retain the records in Receiving Hospital’s records department until requested by Transferring Hospital.

2.4 Charges for Services. All charges for services provided at the Transferring Hospital or at the Receiving Hospital for patients transferred pursuant to this Agreement shall be collected by the party providing such services directly from the patient, third party payor or other source normally billed by the party. The parties agree to cooperate with each other in billing and collecting for services furnished to patients pursuant to this Agreement. The billing and collection of charges for transportation of the patient from the Transferring Hospital to the Receiving Hospital (and to return the patient to the Transferring Hospital) shall be handled among the Transferring Hospital, the patient and the transporting medium.

2.5 Short Term Emergency Relocation of Patients. Hospitals agree that in some circumstances it may be necessary for the Transferring Hospital to immediately relocate patients pending transfer arrangements. Receiving Hospital agrees to use its best efforts to accommodate requests for emergency relocation by providing a physical location for such patients. In such circumstances, Transferring Hospital would provide all staff, equipment, and supplies to maintain the patients until an appropriate transfer can be accomplished. Receiving Hospital would not be charged for the use of such staff, equipment and supplies during a short-term emergency relocation. Transferring Hospital will be solely responsible for care of temporarily relocated patients and for making appropriate transfer and transportation arrangements as quickly as feasible. Transferring Hospital shall reimburse Receiving Hospital for any direct expenses incurred by Receiving Hospital in accommodating temporary relocation of patients.

3. Medical Staff Privileges. The Hospitals agree to cooperate in extending emergency clinical privileges to medical staff members of the other Hospital. Such cooperation shall include, but not be limited to, providing necessary information to verify licensure, training and current clinical competence to perform the necessary procedure. To the extent necessary or desirable, each Hospital will provide copies of the relevant medical staff credentialing files to support the grant of emergency staff privileges.

4. Supplies. Each Hospital agrees to use its best efforts to make available to the other Hospital medical and general supplies, including pharmaceuticals, as requested.
Supplies may be requested to address needs of transferred patients or may be requested to address internal or external disasters that require access to additional supplies without movement of patients. The Hospital providing supplies shall be entitled to use its own reasonable judgment regarding the type and amount of supplies that it can provide without adversely affecting its own ability to provide services. The Hospital that receives the supplies will reimburse the other Hospital based on the actual cost of those supplies. Unused supplies may be returned, provided that they are unopened and in good and usable condition. The Hospital providing the supplies makes no warranties, express, implied, or statutory, with respect to any medical or general supplies provided under this Agreement, including, without limitation, any warranty of merchantability or fitness for a particular purpose.

5. **Equipment.** Each Hospital agrees to use its best efforts to make biomedical equipment (including, but not limited to ventilators, monitors and infusion pumps) available to the other Hospital in the event of an internal or external disaster. The lending Hospital shall be entitled to use its own reasonable judgment regarding the type and amount of equipment that it can provide without adversely affecting its own ability to provide services.

5.1 **Transportation.** When feasible, the borrowing Hospital will be responsible for transporting the loaned equipment. If the borrowing Hospital is unable to transport the Equipment, the lending Hospital will arrange for shipping/transportation of the loaned equipment to and from the borrowing Hospital. All expenses of shipping/transport shall be the responsibility of the borrowing Hospital.

5.2 **Risk of Loss.** The borrowing Hospital assumes the risk of loss or damage to equipment while in its possession or in transit. The borrowing Hospital will promptly notify the lending Hospital if damage or loss of equipment occurs.

5.3 **Return of Equipment.** The borrowing hospital will promptly return the equipment to the lending Hospital upon request, unless return of the equipment would be life threatening to a patient at borrowing hospital or would otherwise significantly compromise the health or safety of a patient.

5.3 **Compensation.** The borrowing Hospital will compensate the lending Hospital for the use of the equipment. To the extent the equipment is leased by the lending Hospital, the reimbursement shall be at the actual lease cost, prorated based on the number of days of use lost by the lending Hospital. If the equipment is owned by the lending Hospital, borrowing Hospital will compensate lending Hospital at a negotiated rate which shall not exceed the fair market rental value of comparable equipment for the number of days of use lost by the lending Hospital.

5.4 **Warranty.** The lending Hospital warrants that it has no knowledge of any defect in the loaned equipment. Borrowing Hospital assumes full responsibility for use of the loaned equipment. The lending Hospital makes no warranties, express, implied, or statutory, with respect to any equipment supplied under this Agreement, including, but not limited to, any warranty of merchantability or fitness for a particular purpose.

6. **Patient Care Staff.** Each Hospital agrees to use its best efforts to make clinical staff available to the other Hospital in the event of an internal or external disaster, including, but not limited to, assignment of staff to assist in providing care to transferred
patients. The lending Hospital shall be entitled to use its own reasonable judgment regarding the clinical staff it can provide without adversely affecting its own ability to provide services. Clinical staff subject to this agreement shall be limited to staff employed by the lending Hospital. Agency staff must be obtained directly from the employing agency.

6.1 Responsibility for Personnel. The Hospitals agree that the personnel lent to the other Hospital shall be totally under the supervision and control of the borrowing hospital while performing any actions in response to the borrowing hospital's request for personnel. The borrowing hospital assumes full responsibility for the actions of the borrowed employees in connection with response to the borrowing hospitals' request for services.

6.2 Personnel Files. The loaning Hospital shall provide to the borrowing Hospital upon request copies of personnel files sufficient to document that licensure, training and competence of the loaned staff. The loaning Hospital shall use its best efforts to ensure that such records comply with licensure and accreditation requirements applicable to the loaning Hospital.

6.3 Recall of Staff. The lending Hospital may recall its clinical staff at any time in its sole discretion. If feasible, adequate notice will be provided to allow the borrowing Hospital to arrange staffing from other facilities or agencies.

6.4 Compensation. The borrowing Hospital will compensate the lending Hospital for the use of the clinical staff at the current hourly rate (including shift differential and overtime) paid by the lending Hospital to such staff.

7. Ancillary Services. Each Hospital agrees to use its best efforts to make essential ancillary services, including but not limited to clinical laboratory and dietary services, available to the other Hospital in the event of an internal or external disaster. When feasible, the borrowing Hospital will be responsible for all transportation/delivery services associated with the ancillary services, such as delivery of laboratory specimens, pick of and delivery of dietary supplies. If the borrowing Hospital is unable to provide transportation/delivery, the lending Hospital will arrange for transportation/delivery to and from the borrowing Hospital. All expenses of shipping/transport shall be the responsibility of the borrowing Hospital. The borrowing Hospital will compensate the lending Hospital at 50% of standard billed charges for all ancillary services for which there are standard charges. For all other ancillary services, borrowing Hospital will compensate the lending Hospital based on the actual costs of the ancillary services.

8. Responsibility; Insurance. Each party shall be responsible for any and all property damage or personal injury caused by the acts or omissions of its employees acting within the scope of employment. Each party shall throughout the term of this Agreement maintain comprehensive general liability insurance, workers compensation insurance, property insurance and professional liability (malpractice) insurance to cover their activities hereunder, and upon request of the other, provide to the other party certificates evidencing the existence of such insurance coverage. Either party may at its option satisfy its obligations under this section through self-insurance programs and protections deemed by it to be comparable to the insurance coverage described herein, and upon request of the other party, provide to the other party information showing that the self-insurance programs offer such comparable protection.
9. **Independent Relationship.** None of the provisions of this Agreement are intended to create nor shall be deemed or construed to create a partnership, joint venture or any relationship between Hospital and Medical Center, other than that of independent entities contracting with each other hereunder solely for the purpose of effecting the provisions of this Agreement.

10. **Term.** The term of this Agreement shall be one year from the date of execution, and this Agreement shall be self-renewing for additional one-year terms; provided, however, that this Agreement may be terminated (a) with or without cause, by either party giving sixty (60) days prior written notice of termination to the other party, or (b) immediately by either party upon a breach by the other party of any term or provision of this Agreement or default by the other party under the terms of this Agreement. No termination of this Agreement shall affect any rights or liabilities accruing prior to the time of termination.

11. **Affiliation with Other Facilities.** Nothing in this Agreement shall be construed as limiting the right of either party to affiliate or contract with any other entity operating a hospital or other health care facility on either a limited or general basis while this Agreement is in effect. Each Hospital acknowledges that, in the event of a large scale external disaster, the ability of the Receiving Hospital to accept patients from the Transferring Hospital will be affected by the receipt of patients from other sources, including direct admissions from the community and transfers of patients from other facilities. This Mutual Aid Agreement is not intended to establish a preferred status for patients of the Hospitals. All decisions regarding allocation of available facilities will be made by the Receiving Hospital using its best judgment about the needs of its community.

12. **Effect of Agreement.** The execution of this Agreement shall not give rise to any liability or responsibility for failure to respond to any request for assistance, lack of speed in answering such a request, inadequacy of equipment, or abilities of the responding personnel.

13. **Copy of Agreement.** A conformed copy of this Agreement, with all amendments, if any, together with a copy of the current policies and procedures, referral forms and other documents adopted by the parties to implement this Agreement shall be kept in the administrative file of each of the parties for ready reference.

14. **Assignment.** This Agreement and the rights of the parties hereunder, may not be assigned by either party, without the prior written consent of the other party.

15. **Notices.** Any notices required or permitted hereunder shall be sufficiently given and deemed received upon personal delivery, or upon the third business day following deposit in the U.S. Mail, if sent by registered or certified mail, postage prepaid, addressed or delivered as follows:

Medical Center:

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or to such other addresses as shall be furnished in writing by either party to the other party.

16. **Modification of Agreement.** This Agreement contains the entire understanding of the parties and shall not be modified except by an instrument in writing signed by both parties.

17. **No Waiver.** No waiver of a breach of any provision of this Agreement shall be construed to be a waiver of any breach of any other provision of this Agreement or of any succeeding breach of the same provision.

18. **Governing Law.** This Agreement, and the rights, obligations and remedies of the parties hereto, shall be governed by and construed in accordance with the laws of the State of ___.

19. **Access to Records.** If this Agreement is subject to Section 952 of the Omnibus Reconciliation Act of 1980, 42 U.S.C. § 1395-x (v)(l)(l) (the “Statute”) and the regulations promulgated thereunder, 42 C.F.R. Part 420, Subpart D (the “Regulations”), the parties shall, until the expiration of four years after furnishing of services pursuant to this Agreement, make available, upon proper request, to the Secretary of Health and Human Services and to the Comptroller General of the United States, or any of their duly authorized representatives, the Agreement and the books, documents and records of the parties that are necessary to certify the nature and extent of the cost of services furnished pursuant to the Agreement for which payment may be made under the Medicare program.

If the Agreement is subject to the Statute and Regulations and either party carries out any of the duties of the Agreement through a subcontract, with a value or cost of $10,000 or more over a twelve month period, with a related organization, that subcontract shall contain a clause to the effect that until the expiration of four years after the furnishing of services pursuant to such subcontract, the related organization shall make available, upon proper request, to the Secretary and the Comptroller General, or any of their duly authorized representatives, the subcontract and the books, documents and records of such related organization that are necessary to verify the nature and extent of such costs.
IN WITNESS WHEREOF, Hospital and Medical Center have executed this Agreement as of the day and year first above written.

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