

**Mutual Aid Agreement For
North Carolina Hospitals and
Healthcare Facilities In
Disaster Preparedness and Response**

In order to provide a framework for the effective utilization of available hospital resources in the event of a disaster and to provide timely and effective patient care, the undersigned hospital/health systems (hereinafter Signatory(ies) or Hospital(s)) of this Mutual Aid Agreement (hereinafter MAA) agree to provide mutual assistance as outlined below. The general terms contained herein are enhanced by the associated standard operating guide (SOG) and through any agreements separately entered into and among Signatories in the interest of clarifying roles and responsibilities as outlined below.

Signatories, both affected and supporting, agree to take any of the following actions which may be necessary based upon the nature of a disaster:

- to make available as much surge capacity as practicable for the acceptance of transferred patients with all necessary treatment and administrative processing as may be required, including but not limited to the
 - admission,
 - treatment,
 - hospitalization, and
 - discharge of all patients transferred;
- to provide emergency disaster privileging or acceptance, as applicable, of clinical staff in accordance with the emergency operations plan
- to transport necessary staff, food, supplies, and medical equipment, as needed.

Supporting Hospitals agree to provide, whenever practicable, other types of assistance and services as may be needed by the Affected Hospitals. Compensation for patient care services will be made through the usual and customary channels for those patients transferred.

For the purposes of this agreement the term disaster is a type of emergency that, due to its complexity, scope or duration, threatens the organization's capabilities and requires outside assistance to sustain patient care, safety, or security functions. Hospitals experiencing the disaster incident are termed Affected Hospitals and those assisting through this MAA are termed Supporting Hospitals. During complex incidents Signatories may simultaneously be both an Affected Hospital and a Supporting Hospital.

I. Purpose

This MAA is an agreement among the Signatories to voluntarily provide mutual aid at the time of need. This document addresses the relationship between and among Signatories and is intended to augment, not replace, each Signatory's disaster plan.

II. Lending and Receiving Assistance

A. Authority and Communication

Only the incident commander, unified command, senior administrator, or designee of each Signatory Hospital has the authority to initiate the request for personnel, material resources and transfer of patients or receipt of personnel, material resources, and receipt of patients pursuant to this MAA. This request can initially be made verbally but must be followed by a written request as soon as practical.

B. Personnel

Personnel employed by the Supporting Hospital who are made available to the Affected Hospital shall be authorized, certified, licensed, privileged and/or credentialed and have primary source verification completed in the Supporting Hospital as appropriate given the professional scope of practice of such personnel. Supporting Hospitals shall also inform members of their medical staffs who are not employees of the Hospital of a need for their services by an Affected Hospital.

C. Reimbursement for Personnel

The Affected Hospital will reimburse the Supporting Hospital for the salaries and the cash equivalent of basic benefits of the requested personnel's rate of pay, as established at the Supporting Hospital. The reimbursement will be made within ninety days following receipt of the invoice or as agreed upon by the Signatories.

D. Transfer and Reimbursement of Pharmaceuticals, Supplies or Equipment

Requested pharmaceuticals, supplies and equipment by the Affected Hospitals will be documented for accounting purposes. The Affected Hospital is responsible for appropriate use and necessary maintenance of all borrowed pharmaceuticals, supplies and equipment during the time such items are in the possession of the Affected Hospital and for the return of non-consumable items in good working order. The Affected Hospital will reimburse the Supporting Hospital at replacement cost for consumables used, transportation fees incurred, and for damage to borrowed equipment. The reimbursement will be made within ninety days following receipt of the invoice.

E. Liability Insurance

Each Supporting Hospital shall ensure that its professional liability coverage extends to those circumstances in which it provides employed personnel to an Affected Hospital.

Responsibility for liability claims, malpractice claims, disability claims, attorneys' fees, and other incurred costs are to be determined as appropriate under law or agreement of the parties. All assisting personnel operating within their scope of practice will remain covered by the professional liability insurance of their employer or the assisting personnel's own existing

coverage, as applicable.

III. Transfer/Evacuation of Patients

A. Communication and Documentation

The Affected Hospital must specify the number of patients needing to be transferred, the general nature of their illness or condition and any specialized services or placement required. The Affected Hospital is responsible for providing the Supporting Hospital with copies of the patient's pertinent medical records, registration information and other information necessary for care.

B. Transporting Patients

The Affected Hospital is responsible for triage of patients to be transported between the Affected Hospital and the Supporting Hospital, and any costs incurred for the transportation of said patients. Unless otherwise agreed, the Affected Hospital is responsible for accomplishing the transport of all patients being transported to the Supporting Hospital. The Affected Hospital will transfer extraordinary drugs or special equipment as needed by the Supporting Hospital and if available at the Affected Hospital.

C. Care of Patient

Once a transferred patient is admitted to a Supporting Hospital, the patient becomes the responsibility of the Supporting Hospital and subject to the care of a member of the Supporting Hospital's medical staff. Alternative arrangements such as emergency leasing contracts may be pre-determined in clarifying agreements amongst individual Signatories.

D. Notification

The Affected Hospital is responsible for notifying and/or obtaining transfer authorization from the patient or the patient's legal representative, as appropriate, and for notifying the patient's attending physician of the transfer and re-location of patient as soon as practical. The patient's family should also be notified of the re-location of the patient; the Supporting Hospital may assist in notifying family members.

VII. Management of Public Information and Media

To produce and distribute the most accurate, credible, and timely information to the media and to the public, where possible, the Affected and Supporting Hospitals will use the Joint Information System in accordance with Federal Emergency Management Agency guidelines.

Where possible, Affected Hospital's Public Information Officer will be responsible for activating the Joint Information System and for establishing and supplying the Joint Information Center in the event that a central location is needed for the management of public information.

Under the Joint Information System, the Affected and Supporting Hospitals' Public Information Officers retain the exclusive sole responsibility for speaking for their own hospitals; and no public information may be distributed unless it has first been approved by the incident commander or unified command.

Until the Joint Information System is activated, the Affected and Supporting Hospitals agree to limit their public information messaging and dissemination to statements regarding their own facilities.

V. Miscellaneous Provisions

A. Term and Termination; Renewal

The initial term of this MAA is five (5) years, commencing on January 1, 2015. This agreement shall automatically renew for a 5-year term, commencing January 1, 2020, unless a majority of the Signatory Hospitals to this agreement provide notice to all other Signatory Hospitals no later than September 1, 2019 of intent not to renew. Any Signatory Hospital may terminate its participation in this MAA at any time – during the initial or renewal term -- by providing written notice to all other Signatories at least thirty days prior to the effective date of such termination.

B. Confidentiality

Each Signatory Hospital shall maintain the confidentiality of all patient health information and medical records in accordance with applicable State and Federal laws.

C. Review and Amendment

This MAA shall be reviewed periodically but at least every five years or upon written request by a Signatory Hospital and may be amended by the written consent of the authorized representatives of the Signatories.

(SIGNATURE of PARTICIPATING HOSPITAL CEO or AUTHORIZED EXECUTIVE)

(Name of Signatory Hospital(s) to which this Agreement applies):