

## Alaska State Hospital and Nursing Home Association Hospital Mutual Aid Agreement

*This document provides a logistical framework for acute care hospitals to exchange resources during a public health emergency or disaster. Execution of this document does not relieve organizations from normal due diligence nor does it relieve them of liability. At the time of signing, additional legal protections from the State of Alaska or Federal government are not in place.*

*The Alaska State Hospital & Nursing Home Association has developed this agreement and fostered its implementation. They are not responsible for any actions carried out as a result of this agreement.*

DATE	REVISIONS TO AGREEMENT
August 9, 2007	Agreement sent to hospital leadership for signatures
February 13, 2008	Attachment A: Participating Hospitals updated
<u>March 19, 2009</u>	<p><u>Corrected small inconsistencies in language:</u></p> <ul style="list-style-type: none"> <li>• <u>XXVII. Responsibility – Insurance (removed first sentence)</u></li> <li>• <u>Attachment C #2 – Clarified that there is no compensation for 'credentialing' service</u></li> <li>• <u>Attachment C #3 – Removed section on <i>Wages, Salaries and Taxes</i> as is addressed in main agreement</u></li> <li>• <u>Attachment C #6 – Removed section on <i>Indemnification</i> as it is addressed in main agreement</u></li> <li>• <u>Attachment C #7 – Removed section on <i>Insurance</i> as it is addressed in main agreement</u></li> </ul>

**Alaska State Hospital and Nursing Home Association  
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*Rod Belt*

\_\_\_\_\_ APPROVED

August 2, 2007

# Alaska State Hospital and Nursing Home Association Hospital Mutual Aid Agreement

## **I. Purpose of Mutual Aid Agreement**

The purpose of this mutual aid support agreement is to aid hospitals in their emergency management by addressing the loan of medical personnel, pharmaceuticals, supplies, and equipment, or assistance with emergent healthcare facility evacuation, including accepting transferred patients. With this mutual aid agreement in place, a disaster impacted hospital can request and receive assistance from other Alaskan hospitals quickly and efficiently, resolving two key issues related to the loaning of equipment and personnel: liability and reimbursement.

This Mutual Aid Agreement (MOA) is a voluntary agreement among the hospitals in the State of Alaska for the purpose of providing mutual aid at the time of a medical disaster. For purposes of this MOA, a disaster is defined as an overwhelming incident that exceeds the effective response capability of the impacted health care facility or facilities. The disaster may be an "external" or "internal" event for healthcare facilities and assumes that each affected healthcare facility's emergency management plans have been fully implemented.

This Mutual Aid Agreement has been developed to assist one hospital providing mutual aid to another, regardless of the circumstances, in a consistent and mutually acceptable manner.

By signing this Memorandum of Agreement each healthcare facility is evidencing its intent to make a good faith effort to abide by the terms of the MOA in the event of a medical disaster as described above.

## **II. Coordination of This Agreement with Local Emergency Preparedness**

This agreement serves as a tool that can be used by hospitals and local/state emergency management agencies. All efforts should be made to use the local established channels of communication such as the local Office of Emergency Management, and, in the event of an incident, the Incident Command and or the Unified Command to obtain needed resources and to coordinate resource allocation decisions and facilitate logistics support.

If the terms of this agreement do not provide an adequate framework for response, local policy makers (including hospital administrators) may choose to operate under a different arrangement. The terms of the agreement are valid unless otherwise noted by the organization facilitating the mutual aid request.

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**III. Definitions**

- A. "Hospital" is an institution that provides medical, surgical, or psychiatric care and treatment for the sick or the injured.
- B. "Affected Hospital" is a party, which is impacted by an External or Internal Disaster and requests to borrow resources from another hospital or to transfer patients to the other hospital.
- C. "Assisting Hospital" is a party, which is available upon request to lend resources or to receive the transfer of patients from the Affected Hospital.
- D. "Borrowing Hospital" is a party which requests staff, equipment, supplies and/or other essential services from the other hospital in the event of an external or internal disaster.
- E. "Evacuation" means the process of moving patients from the Affected Hospital due to an external or internal disaster that threatens life and/or the ability of the Affected Hospital to provide health care services.
- F. "External Disaster" means a disaster occurring or imminent in the community surrounding a party. External Disasters include, but are not limited to, natural disasters such as earthquakes, and man-made disasters such as acts of terrorism. An external disaster may affect the entire facility or only a portion of the facility.
- G. "Internal Disaster" means a disaster occurring within a party's facility that materially affects the party's ability to provide patient care. Internal disasters include, but are not limited to, fires, loss of electrical power, loss of heat, or loss of water/sewer services. An internal disaster may affect the entire facility or only a portion of the facility.
- H. "Lending Hospital" is a party, which is available to provide staff, equipment, supplies, and/or other essential services to the other party in the event of an external or internal disaster.

**IV. Transfer Responsibilities of Affected Hospital**

The parties agree that in the event it becomes necessary to transfer patients from the Affected Hospital to the Assisting Hospital, the Affected Hospital shall:

- A. Contact the Designated Representative at the Assisting Hospital as soon as the Affected Hospital becomes aware of the need to transfer patients

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- B. Comply with any limitations communicated to the Affected Hospital regarding the numbers and types/acuity of patients that the Assisting Hospital is able to accept
- C. Triage all patients prior to transfer to verify that the types and acuity of services required are within any limitations communicated to the Affected Hospital regarding the numbers and types/acuity of patients that the Assisting Hospital is able to accept
- D. Arrange for the transport of each patient to the Assisting Hospital, with the support of such medical personnel and equipment as is required by the patient's condition
- E. Deliver to the Assisting Hospital, with each patient transferred, medical records, or copies thereof, sufficient to indicate the patient's diagnoses, condition, and treatment provided and planned; and
- F. If feasible, inventory the patient's personal effects and valuables transported to the Assisting Hospital with the patient. The Affected Hospital shall deliver the inventory and the patient's valuables to the personnel transporting the patient, and receive a receipt for such items. The Assisting Hospital shall, in turn, acknowledge and sign a receipt for the valuables delivered to it.

**V. Transfer Responsibilities of Assisting Hospital**

The parties agree that in accepting the transfer of patients from the Affected Hospital, the Assisting Hospital shall:

- A. Ensure that the Designated Representative is available 24 hours a day, 7 days a week to implement this Agreement and to communicate to the Affected Hospital regarding the numbers and types/acuity of patients who may be transferred.
- B. Accept all transfers from the Affected Hospital that are within the limitations communicated by the Designated Representative of the Assisting Hospital. The Assisting Hospital shall not be obligated to accept any patients which exceed its capacity or staffing, which shall be determined in the Assisting 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 Assisting Hospital.
- D. If personal effects and valuables of the patient are transported with the patient, check those items against the inventory prepared by the Affected Hospital, and issue a receipt for such items as are received by the Assisting Hospital to the personnel transporting the patient.

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**VI. Return of Patients to Affected Hospital**

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

**VII. Discharge**

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

**VIII. Charges for Services**

All charges for services provided at the Affected Hospital or at the Assisting 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 Affected Hospital to the Assisting Hospital (and to return the patient to the Affected Hospital) shall be handled among the Affected Hospital, the patient and the transporting medium. The Medicare allowable charges for outpatient and Medicare DRG for inpatient charges should be the basis of paid or received amounts.

**IX. Short Term Emergency Relocation of Patients**

The parties agree that in some circumstances it may be necessary for the Affected Hospital to immediately relocate patients pending transfer arrangements. Assisting Hospital agrees to use its best efforts to accommodate requests for emergency relocation by providing a physical location for such patients. In such circumstances, Affected Hospital shall provide all staff, equipment, and supplies to maintain the patients until an appropriate transfer can be accomplished. Assisting Hospital shall not be charged for the use of such staff, equipment and supplies during a short-term emergency relocation. Affected Hospital will be solely responsible for care of temporarily relocated patients and for making appropriate transfer and transportation arrangements as quickly as feasible. Affected Hospital shall

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reimburse Assisting Hospital for any direct expenses incurred by Assisting Hospital in accommodating temporary relocation of patients.

**X. Supplies**

Each party agrees to use its best efforts to make medical and general supplies, including pharmaceuticals, available to a Borrowing Hospital in the event of an internal or external Disaster, upon request. 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 Lending Hospital 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 Borrowing Hospital that receives the supplies will reimburse the Lending 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 Lending Hospital 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.

**XI. Equipment**

Each party agrees to use its best efforts to make biomedical equipment (including, but not limited to ventilators, monitors and infusion pumps) available to a Borrowing Hospital in the event of an internal or external disaster, upon request. 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. To the best of the Lending Hospital's knowledge, all equipment loaned will be in good working order. The Borrowing Hospital may request a copy of the most recent preventive maintenance records.

**XII. Transportation**

When feasible, the Borrowing Hospital will be responsible for making arrangements for transporting the loaned equipment or personnel. If the Borrowing Hospital is unable to make these arrangements, the Lending Hospital will arrange for shipping/transportation of loaned equipment or personnel to and from the Borrowing Hospital. All expenses of shipping/transport shall be the responsibility of the Borrowing Hospital.

**XIII. Risk of Loss or Damage**

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.

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**XIV. 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 the Borrowing Hospital or would otherwise significantly compromise the health or safety of a patient.

**XV. 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.

**XVI. Warranty**

The Lending Hospital warrants that it has no knowledge of any defect in the loaned equipment. The 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.

**XVII. Medical Staff and Allied Health Professional Staff**

The Lending Hospital shall inform its medical staff members of the request for assistance and offer them the opportunity to participate in the Lending Hospital's response.

**XVIII. Credentials and Privileges for Medical Staff and Allied Health Professional Staff**

The guidelines for sharing of Credentials information between facilities for the process of granting privileges is detailed in Attachment C of this agreement.

**XIX. Patient Care Staff**

The parties agree to use their best efforts to make staff available to a Borrowing Hospital in the event of an internal or external disaster, upon request. 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. 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.

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**XX. Responsibility for Personnel**

The parties agree that the personnel made available to the Borrowing 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 employees made available by the Lending Hospitals.

**XXI. Housing of Personnel**

The Borrowing Hospital is responsible for housing and feeding personnel sent by a Lending Hospital.

**XXII. Personnel Files**

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

**XXIII. 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.

**XXIV. Personnel Compensation**

During the period of assistance, the Lending Hospital shall continue to pay its employees according to its then prevailing ordinances, rules, and regulations. The Borrowing Hospital will compensate the Lending Hospital for the use of the staff at the current hourly rate (including shift differential and overtime) paid by the Lending Hospital to such staff.

Employees deployed from a Lending Hospital are responsible for keeping track of any airline, lodging, meals, and other miscellaneous expenses they may personally pay. These expenses will be reimbursed to the employee by the Lending Hospital once an expense report has been submitted by the employee to the Lending Hospital. The Borrowing Hospital is responsible for reimbursing the Lending Hospital for these expenses.

**XXV. Ancillary Services**

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The parties agree to use their best efforts to make essential ancillary services, including, but not limited to, clinical laboratory and dietary services, available to a Borrowing Hospital in the event of an internal or External Disaster, upon request. When feasible, the Borrowing Hospital will be responsible for all transportation and delivery services associated with the ancillary services, such as the delivery of laboratory specimens and the pick up and delivery of dietary supplies or pharmaceuticals. 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.

### **XXVI. Payment**

Unless otherwise mutually agreed, the Lending Hospital shall bill the Borrowing Hospital for all reimbursable expenses with an itemized statement as soon as practical after the expenses are incurred. The Borrowing Hospital shall pay the bill, or advise of any disputed items, not later than 120 days following receipt of the statement, unless otherwise agreed upon.

### **XXVII. 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 party shall provide to the other party certificates evidencing the existence of such insurance coverage. Each 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, provide to the other party information showing that the self-insurance programs offer such comparable protection. Independent practitioners who maintain their own professional liability insurance may be sent through their privileged facility but would come with their own liability insurance with authorization from their insurance carrier.

If an employee of the Lending Hospital is injured while working at the Borrowing Hospital's site, the employee is covered by the Lending Hospital's Workers Compensation Policy.

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Independent practitioners who maintain their own professional liability insurance may be sent through their privileging hospital, but would operate within their own insurance policies with the authorization of their insurance carriers.

**XXVIII. 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 the parties, other than that of independent entities contracting with each other hereunder solely for the purpose of effecting the provisions of this Agreement.

**XXIX. 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.

**XXX. Affiliation with Other Facilities**

Nothing in this Agreement shall be construed as limiting the right of the parties 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 party acknowledges that, in the event of a large scale External Disaster, the ability of the Assisting Hospital to accept patients from the Affected 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 Affected Hospitals. All decisions regarding allocation of available facilities will be made by the Assisting Hospital using its best judgment about the needs of its community.

**XXXI. 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.

**XXXII. Copy of Agreement**

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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.

**XXXIII. Assignment**

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

**XXXIV. 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:

Copies to:

**Executing Hospital:**        *See Attachment A: Participating Hospitals*

**Other:**                        *Alaska State Hospital & Nursing Home Association*

President/CEO  
426 Main Street  
Juneau, AK 99801  
(907) 586-1790

*State of Alaska, Health and Social Services  
Commissioners Office, Chief Medical Officer  
P.O. Box 110610  
Juneau, AK 99811-0610  
(907) 465-3092*

*State of Alaska, Department of Military and  
Veterans Affairs, Alaska Division of Homeland  
Security and Emergency Management  
Director, Alaska Division of Emergency Services  
P.O. Box 5750  
Fort Richardson, AK 99505-5750  
Phone: (907)428-7000*

**XXXV. Modification of Agreement**

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

**XXXVI. 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.

**XXXVII. 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 Alaska.

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**Attachment A: Participating Hospitals**

IN WITNESS WHEREOF, each of the parties have caused this Alaska State Hospital & Nursing Home Association Mutual Aid Agreement to be duly executed in its name and behalf by its chief executive officer, who has signed accordingly, as of the date set forth in this Agreement. The signature pages are on file at Juneau Office of the Alaska State Hospital & Nursing Home Association and are available upon request.

<b>Organization Name</b>	<b>Signed By (Name, Title)</b>	<b>Date Signed</b>	<b>Point of Contact During Response</b>
Alaska Native Medical Center	Daniel Jessop, <i>Administrator</i>	<b>8/23/07</b>	<i>Susan Childers Chief Operating Officer 907-729-1946</i>
Alaska Psychiatric Institute	Ronald Adler, <i>Director</i>		
Alaska Regional Hospital	Ed Lamb, <i>CEO/President</i>	<b>11/9/07</b>	<i>Deb Whitethorn Administrative Nursing Supervisor 907-264-1598</i>
Bartlett Regional Hospital	Shawn Morrow, <i>CEO</i>	<b>8/20/07</b>	<i>Mike Lopez Lead Security Officer 907-796-8989</i>
Bassett Army Community Hospital	Lt. Col. Jeff Hillard, <i>Administrator</i>		
Central Peninsula General Hospital	Ryan Smith, <i>CEO</i>	<b>8/24/07</b>	<i>Andie Posey CNO 907-714-4720</i>
Cordova Community Medical Center	David Bryant, <i>CEO</i>	<b><u>2/20/08</u></b>	<i><u>Gretchen Zolden Director of Nursing 907-424-8000</u></i>
Elmendorf AFB, 3 <sup>rd</sup> Medical Group	Elisha Powell IV, <i>Commander</i>	<b>12/7/07</b>	<i>Scott Fredrickson Security/Emergency Manager 907-580-5652</i>
Fairbanks Memorial Hospital	Mike Powers, <i>Administrator</i>		
Kanakanak Hospital/Bristol Bay Area Health Corp.	Robert Clark, <i>President/CEO</i>	<b>8/23/07</b>	<i>Margaret Arriola Safety Officer 907-842-9475</i>
Ketchikan General Hospital	Patrick Branco, <i>CEO</i>	<b><u>2/14/08</u></b>	<i><u>Bev Crum ED Manager 907-225-5171</u></i>
Maniilaq Health Center	Paul Hansen, Deputy <i>Administrator</i>		

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Mat-Su Regional Medical Center	Norman Stephens, CEO	11/08/07	Paul Mitchell Director, Plant Operations 907-861-6719
Mt. Edgecombe/ SEARHC	Frank Sutton, Vice President of Hospital Services	11/26/07	Martin Stephens, Safety Manager 907-966-8511
North Star Behavioral Health	James Shill, CEO	11/7/07	Laura McKenzie Director of Quality Assurance Risk Management 907-258-7575
Norton Sound Health Corporation	Angela Gorn, VP Hospital Services	1/22/08	Angela Gorn, VP Hospital Services 907-443-3286
Petersburg Medical Center	John Bringhurst, CEO	8/29/07	Sandra Tackett Director of Nursing 907-772-4291
Providence Alaska Medical Center	E Al Parrish, VP/Chief Executive	<u>2/7/08</u>	<u>David Keith, Assistant Administrator</u> 907-261-2894
Providence Kodiak Island Medical Center	Don Rush, Administrator	<u>2/21/08</u>	<u>Marjorie DeGreef Assistant Hospital Administrator – Patient Care Services</u> 907-486-9567
Providence Seward Medical and Care Center	Kathy Kloster, Administrator		
Providence Valdez Medical Center	Kanute Rarey, CEO		
Samuel Simmonds Memorial	Mike Herring, CEO	<u>5/5/08</u>	<u>Donna Patterson, Safety Officer</u> 907-852-9390 <u>Cathy Wolfe, DON</u> 907-852-9331
Sitka Community Hospital	Moe Chaudry, CEO	8/21/07	Tom Marthaller Director of Support Services 907-747-0301
St. Elias Specialty Hospital	Chad Carpenter, CEO	11/8/07	Joe Liska Facilities Manager/Safety Officer 907-564-2228
South Peninsula Hospital	Charles Franz, CEO	8/20/07	Larry Dallas Director, Support Services 907-235-0351

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Wrangell Medical Center	Brian Gilbert, <i>CEO</i>	<b>11/8/07</b>	<i>Janet Bunes Director of Nursing 907-874-7000</i>
Yukon-Kuskokwim Delta Regional Hospital	Jack Crow, <i>VP of Health Services</i>		

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**Attachment B: Executing Hospital Signature Page**

IN WITNESS WHEREOF, each of the parties have caused this Alaska State Hospital & Nursing Home Association Mutual Aid Agreement to be duly executed in its name and behalf by its chief executive officer, who has signed accordingly, as of the date set forth in this Agreement.

**Organization Name** \_\_\_\_\_

**Name** \_\_\_\_\_

**Title** \_\_\_\_\_

**Phone Number** \_\_\_\_\_

**Signature** \_\_\_\_\_

**Date Signed** \_\_\_\_\_

**Name of Internal  
Emergency Management  
Contact** \_\_\_\_\_

**Title** \_\_\_\_\_

**Phone Number** \_\_\_\_\_

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**Attachment C: Shared Information Agreement for Credentialing  
For use during declared Emergencies/Disasters**

This Agreement (“**Agreement**”) is entered into between all the Healthcare Entities (“**Entity**”) in Alaska, who have signed in approval the Mutual Aid Agreement, for use and implementation during an emergency/disaster situation.

Each Entity desires to receive certain services per this agreement and to provide certain services to other Entities under the terms and conditions of this Agreement;

In exchange for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Services.** The Entity engages and accepts the engagement, to perform the services set forth in this Agreement. Each Entity agrees to perform the services in accordance with the terms of this Agreement and as listed below:
  - a. The manner, means and methods of performing the Services are under the sole control of each Entity so long as they are lawful and follow the Joint Commission, the Medicare/Medicaid conditions of participation (“**COP**”) and any amendments thereto.
  - b. This Agreement will not be construed to create an association, partnership, or joint venture, or a principal/agent or employer/employee relationship between Entities.
  - c. Each Entity is responsible for notifying another Entity when verification of providers’ privileges is required and will request a copy of the packet for their Entity. The Entity who received the request will respond to each request as soon as is possible dependent upon the nature of the emergency/disaster. In some cases the forms may be couriered, mailed, faxed, e-mailed, as needed to expedite the application process. Once an application has been received, the Entity will begin to process the application in the order it was received in conjunction will all other applications received by the Entity.
  - d. All original documents will be maintained at the Entity that originated an application. When an application is received during a time of emergency/disaster, an Entity may request a complete copy of the applicant’s credentials file from another Entity of which the applicant has agreed in writing to provide emergency/disaster services.
  - e. Each Entity will make every effort to verify the needed information

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as quickly as possible to meet another Entity's needs. However, no facility may monopolize the staff of another Entity to the detriment of the other Entity's participating in this agreement.

- f. If an Entity during its credentialing process discovers derogatory information about an applicant, they will immediately notify the receiving facility
2. **Compensation.** For Services actually performed, each Entity agrees there shall be no compensation for credentialing services during an emergency/disaster situation.
- ~~3. **Wages, Salaries and Taxes.** Entities will at all times (even after the termination of this Agreement) indemnify, defend and hold harmless any and all claims for wages, salaries, benefits, taxes and all other withholdings and charges payable to, or in respect to, employees, agents, representatives or servants. Each Entity pays its own federal and state income taxes as required by the Internal Revenue Service and indemnify, defend and hold harmless each Entity against any actual or asserted liability (including interest and penalties) incurred.~~
- 4.3. **Term and Termination.**
  - a. This Agreement shall be effective only during a emergency/disaster called by the city or state authority. This agreement shall terminate when the Entity is no longer in need of volunteers to be credentialed.
  - b. Upon termination of this Agreement, no Entity shall have further rights against, or obligations to, the other party except with respect to any rights or obligations accruing prior to the date and time of termination and any obligations, promises or agreements which expressly extend beyond the termination, including, but not limited, those set out in Sections 4, 6, 8 and 10.
- 5.4. **Confidential Information.**
  - a. **"Confidential Information"** means, without limitation, information relating to: the Entity (including any person, corporation, partnership, general partner or other entity that directly, or indirectly through one or more intermediaries, controls or is controlled by or is under common control with the Entity), its trade secrets, proprietary information, arrangements with suppliers or payors; its patients and their personal, medical or financial information; technical data, records, compilations of information, processes and specifications or any other information or material which derives economic value, actual or potential, from not being generally known to other persons or is the subject of efforts that are reasonable under the circumstances to maintain its secrecy or confidentiality. Confidential Information shall not include information, which is in the public domain.

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- b. Each Entity agrees to comply with the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. § 1320d (“HIPAA”) and any current and future regulations promulgated thereunder including without limitation the federal privacy regulations contained in 45 C.F.R. Parts 160 and 164 (the “Federal Privacy Regulations”), the federal security standards contained in 45 C.F.R. Part 142 (the “Federal Security Regulations”), and the federal standards for electronic transactions contained in 45 C.F.R. Parts 160 and 162, all collectively referred to herein as “HIPAA Requirements”. Each Entity agrees not to use or further disclose any Protected Health Information (as defined in 45 C.F.R. Section 164.501) or Individually Identifiable Health Information (as defined in 42 U.S.C. Section 1320d), other than as permitted by HIPAA Requirements and the terms of this Agreement. Each Entity will make its internal practices, books and records relating to the use and disclosure of Protected Health Information available to the Secretary of Health and Human Services to the extent required for determining compliance with the Federal Privacy Regulations. In the event any Entity discloses or uses Confidential Information in violation of this section, any Entity may terminate this Agreement.

~~6. **Indemnification.** Each Entity agrees to hold harmless and indemnify each Entity, its officers, directors, shareholders, employees and representatives from and against any liabilities, claims or damages (including reasonable attorneys’ fees, expenses and court costs) arising out of any act or omission constituting negligence or willful misconduct on the part the Entity, its employees, representatives, agents or servants in the performance of Services under this Agreement.~~

~~Any action or claim, including cost and expenses associated therewith, caused by the joint negligence of the Entities shall be apportioned on a comparative fault basis, provided any joint liability of the Entity must be a direct result of the active involvement of the Entity or its employees. The indemnification provisions shall survive termination of this Agreement.~~

- ~~7. **Insurance.** During the term of this Agreement, each Entity shall maintain at all times during the term of this Agreement, the following insurance coverage with a reputable and financially viable insurance carrier:~~
- ~~a. General liability insurance with limits of not less than \$1,000,000 per occurrence and \$3,000,000 annual aggregate covering the acts or omissions the Entity, its employees, agents and servants.~~
  - ~~b. Professional liability insurance with limits of not less than \$1,000,000 per occurrence and \$3,000,000 annual aggregate covering all errors, omissions, or negligent or wrongful acts of the Entity, its agents, employees and servants for any claims of patients arising out of the rendering of or failure to render care to patients.~~

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~~c. Worker's compensation insurance and Employer's Liability Protection in accordance with the laws of the state in which Entity is located.~~

~~Each Entity will produce upon request to another Entity or the Municipality Emergency Operations Center with certificates evidencing such coverage if requested.~~

~~8-5.~~ **Records.** Upon any termination of this Agreement, an Entity that worked an original file will keep the original and other Entities will keep the subsequent copies. There is no need for shift or return of information for items obtained while this Agreement was in effect.

Each Entity shall, in accordance with 42 U.S.C. section 1385(v)(1)(I) and 42 C.F.R. Part 420, Subpart D section 420.300 et seq., until the expiration of four (4) years after the furnishing of Medicare reimbursable services pursuant to this Agreement, upon proper written request, allow the Comptroller General of the United States, the Secretary of Health and Human Services, and their duly authorized representatives access to this Agreement and to Entity's books, documents and records necessary to certify the nature and extent of costs of Medicare reimbursable services provided under this Agreement

~~9-6.~~ **Governing Law.** This Agreement shall be construed under the laws of the State of Alaska.

~~10-7.~~ **Entire Agreement.** This Agreement and the exhibits hereto contain the entire Agreement between the parties hereto and supersede all prior agreements, contracts and understandings, whether written or otherwise, between the parties relating to the subject matter hereof. There are no representations or agreements except as set forth herein. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

~~11-8.~~ **Partial Invalidity.** In the event any provision of this Agreement is found to be legally invalid or unenforceable for any reason, the remaining provisions of the Agreement shall remain in full force and effect provided the fundamental rights and obligations remaining reasonably unaffected.

~~12-9.~~ **Notices.** Any notices required to be given in respect to this Agreement shall be deemed to be given upon the earlier of (i) actual delivery to the intended recipient or its agent.

~~13-10.~~ **Third Party Beneficiaries.** This Agreement is entered into for the sole benefit of the Entity's during an emergency/disaster. Nothing contained herein or in the parties' course of dealings shall be construed as conferring any third party beneficiary status on any person or entity not a party to this Agreement, including, without limitation, Entity representative.

~~14-11.~~ **Non-Waiver.** No waiver of any term or condition of this Agreement

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by either party shall be deemed a continuing or further waiver of the same term or condition or waiver of any other term or condition of this Agreement.

~~15-~~12. **Change of Circumstances**. In the event (i) Medicare, Medicaid, or any third-party payor or any federal, state or local legislative or regulatory authority adopts any law, rule, regulation, policy, procedure or interpretation thereof which establishes a material change for services under this Agreement, or if (ii) any or all such authorities impose requirements which require a material change in the manner of either party's operations under this Agreement then, upon the request of either party materially affected by any such change in circumstances, the parties shall enter into good faith negotiations for the purpose of establishing such amendments or modifications as may be appropriate in order to accommodate the new requirements and change of circumstances while preserving the original intent of this Agreement to the greatest extent possible.

~~16-~~13. **Representation and Warranty**. Each Entity represents and warrants to the other Entities that Entity i) is not currently excluded, debarred, or otherwise ineligible to participate in the Federal health care programs as defined in 42 U.S.C. Section 1320a-7b(f) (the "Federal health care programs"); (ii) is not convicted of a criminal offense related to the provision of health care items or services but has not yet been excluded, debarred, or otherwise declared ineligible to participate in the Federal health care programs, and iii) is not under investigation or otherwise aware of any circumstances which may result in the Entity being excluded from participation in the Federal health care programs. This shall be an ongoing representation and warranty during the term of this Agreement and CVO shall immediately notify Facility of any change in the status of the representation and warranty set forth in this section. Any breach of this section shall give Facility the right to terminate this Agreement immediately for cause.

~~17-~~14. **Agreement Expiration**. This agreement remains in effect until terminated by an Entity.

~~18-~~15. **Required Approvals**. This Agreement shall not be effective, nor legally binding, by any Entity until it has been signed by the participating Entities with original signature.