May 4, 2021

MUTUAL AID AGREEMENT

This statewide Mutual Aid Agreement ("Agreement") is made and entered as of this day of ,2021 by and between

(the "Executing Hospital"), other hospital/health systems that sign an identical Agreement ("Other Hospitals"), and the South Carolina Hospital Association ("SCHA"). The Executing Hospital and the Other Hospitals are collectively referred to as the "Participating Hospitals".

RECITALS

WHEREAS, this Agreement is not a legally binding contract but rather a statement of principles which signify the belief and commitment of the Participating Hospitals that in the event of a disaster, the medical needs of the citizens in South Carolina and contiguous states will be best met if the Participating Hospitals cooperate with one another and coordinate their response efforts;

WHEREAS, the Participating Hospitals desire to set forth the basic tenets of a cooperative and coordinated response plan to facilitate the immediate sharing of regional resources in the event of a disaster;

WHEREAS, the Participating Hospitals acknowledge that any Participating Hospitals may find it necessary to evacuate or transfer patients among Participating Hospitals due to the occurrence of a disaster;

WHEREAS, the Participating Hospitals further acknowledge that any Participating Hospital may lack the staff, equipment, supplies, and other essential services to optimally meet the needs of patients due to the occurrence of a disaster;

WHEREAS, each Participating Hospital acknowledges that at any time it may, because of a disaster, (i) need assistance as an Affected Hospital or (ii) can render aid as an Assisting Hospital;

WHEREAS, the Participating Hospitals have determined that a Mutual Aid Agreement, developed prior to a sudden and immediate disaster, is needed to facilitate communication between the Participating Hospitals and to coordinate the transfer of patients and the sharing of staff, equipment, supplies, and other essential services in the event of a disaster; and

WHEREAS, this Agreement addresses the relationships between and among hospitals and is intended to augment, not replace, each facility's emergency operations plan. The Agreement also provides a framework for hospitals to coordinate as a single community in actions with local emergency preparedness agencies, the South Carolina Department of Health and Environmental Control ("DHEC"), and emergency medical services providers during the planning and response to a disaster. This document does not replace but supplements and remains subject to any applicable laws, regulations, rules, and procedures governing a hospital's interaction with local, state, and federal officials.

WHEREAS, this Agreement replaces any prior agreements between the parties hereto regarding the specific subject matter of this agreement.

NOW THEREFORE, in consideration of the above recitals, the Participating Hospitals agree as follows:

ARTICLE I

DEFINED TERMS

1. **Affected Hospital** is a Participating Hospital impacted by a Disaster.

2. **Assisting Hospital** is a Participating Hospital which is available upon request to assist an Affected Hospital.

3. **Primary Contact** is a senior hospital administrator (or designee) tasked with communications and coordination pursuant to this Agreement in the event of a disaster. The Primary Contact shall coordinate internally and with Assisting Hospitals all logistics involved in implementing assistance under this Agreement. Logistics include identifying the number and specific location that patients, personnel, pharmaceuticals, supplies, or equipment should be sent. Each Participating Hospital shall identify its Primary Contact in Appendix A attached to this Agreement.

4. **Disaster** means a major incident occurring or imminent within a Participating Hospital or surrounding community, which overwhelms its ability to function within standard operating conditions as a health care delivery organization and typically requires the notification of the South Carolina Emergency Management Division ("SCEMD"), local emergency response agencies, and the South Carolina Department of Health and Environmental Control ("DHEC").

5. **Evacuation** means the process of moving patients and staff from the Affected Hospital due to a disaster that threatens life or the ability of the Affected Hospital to provide safe and consistent health care services.

6. **Patient** means those individuals admitted to a hospital as inpatients. For purposes of patient evacuation, patient shall not include family members.

ARTICLE II

ACTIVATION

1. In the event of a Disaster, SCHA shall alert Participating Hospitals and notify all Participating Hospitals that the provisions of this Agreement are activated.

2. The Affected Hospital will work within its Regional DHEC Healthcare Coalition for local assistance. When further or evacuation assistance is needed, the Affected Hospital will contact SCHA for assistance and communication with Participating Hospitals as outlined in this agreement.

3. In the event of evacuation, the Affected Hospital is responsible for notifying SCHA of its intention to evacuate and to request assistance in locating available beds within the state of South Carolina. At no point should SCHA receive protected health information regarding impacted patients. Once beds are identified, the Primary Contacts from the Affected and Assisting Hospitals will coordinate directly with each other to coordinate all aspects of the evacuation.

ARTICLE III

COMMUNICATION IN A DISASTER

In the event of a Disaster, Participating Hospitals shall use their dedicated mode of communication designated in Appendix A of this Agreement to communicate with each other. The transferring and receiving facilities should communicate with each other when patients have left the Affected Hospital and when patients arrive at the Assisting Hospital.

ARTICLE IV

EVACUATION OF PATIENTS

1. Transfers. The Participating Hospitals agree to accept patients transferred by any Affected Hospital under the terms and conditions set forth in S.C. Reg. Ann. 61-16.901(D)(1)(b) or in this Agreement. However, an Assisting Hospital shall only accept transfers from an Affected Hospital that are within the limitations communicated by its Primary Contact. Assisting Hospital shall not be obligated to accept any patients which exceed its capacity, staffing, or core capabilities which shall be determined at the Assisting Hospital's sole discretion.

2. Communication of Request for Evacuation. The request by an Affected Hospital to transfer patients can be made verbally. At a reasonably convenient time but prior to evacuation, the Affected Hospital shall follow its verbal request for evacuation with a written request Assisting Hospital. The Affected Hospital will identify the following information to the Assisting Hospital:

   a. The number of patients needed for transfer.
   b. The general nature of their illness or condition.
   c. Any type of specialized services required
      i. Specific Intensive Care: ventilator, stroke, trauma, neuro
      ii. Burn
      iii. Ophthalmology
      iv. Hand Surgery
      v. Oral Maxillofacial Surgery
      vi. Plastic Surgery
      vii. Psychiatry
      viii. Other
   d. Additional Factors
      i. Type of Isolation
      ii. Incarcerated or Under Arrest
      iii. Involuntary Commitment
      iv. Other
   e. Transportation needed or allocated and service provider.

3. Documentation: The Affected Hospital is responsible for providing the Assisting Hospital with each patient's medical records, including history/physical, consults, discharge summary, actual images, and any other pertinent details of the patient's hospital past or current history, which can be accomplished by granting the Assisting Hospital access to each patient's electronic medical record if applicable. The Affected Hospital will gain appropriate patient consent(s) and will notify family/patient representatives of the transfer. If the Affected Hospital is unable to provide each patient's insurance information at the time of transfer it shall do so as soon as practically possible after the evacuation. The Affected Hospital should

provide the Assisting Hospital with all other patient information necessary for the care of each transferred patient. The Affected Hospital is responsible for tracking the destination of all evacuated patients.

4. Transporting of Patients: The Affected Hospital is responsible for coordinating and financing the transportation of patients to the Assisting Hospital. The point of entry will be designated by the Assisting Hospital's Primary Contact. Once the evacuated patient is admitted to the Assisting Hospital, they become the Assisting Hospital's patients until discharged, transferred or reassigned. The Affected Hospital is responsible for transferring of extraordinary drugs or other special patient needs (e.g., equipment, blood products) along with the patient if requested by the Assisting Hospital.

5. Supervision. The Assisting Hospital will follow its own policies and procedures and emergency operations plan to designate the evacuated patient's admitting service, the evacuated patient's admitting physician, and, if requested, provide temporary courtesy privileges to the evacuated patient's attending physician from the Affected Hospital.

6. Care and Treatment. The Assisting Hospital shall be responsible for the care and treatment of evacuated patients upon admission to the Assisting Hospital.

7. Notification. The Affected Hospital is responsible for notifying the evacuated patient's family or guardian and the patient's attending or personal physician of the evacuation. If necessary, the Assisting Hospital may help the Affected Hospital in the notification process.

ARTICLE V

TRANSFER OF CLINICAL STAFF

1. Clinical Staffing. The Participating Hospitals agree, in the event of a Disaster, to use best efforts to make clinical staff available to each other. Each Participating Hospital shall be entitled to use its reasonable judgment regarding the type and number of staff it can provide without adversely affecting its own ability to provide services or exceed resources needed to house additional staff. The Participating Hospitals agree to make arrangements for housing and maintenance of clinical staff.

2. Personnel. Personnel offered by Assisting Hospitals should be limited to staff that are fully accredited or credentialed in its hospital. No resident physicians, medical/nursing students, or in-training persons should be volunteered.

3. Requesting Personnel. The initial request for personnel can be made verbally. The request, however, must be followed up with written documentation. This should ideally occur prior to the arrival of personnel at the Affected Hospital. The Affected Hospital will identify the following:
    a. The type and number of requested personnel.
    b. An estimate of how quickly the request is needed.
    c. The location where they are to report.
    d. An estimate of how long the personnel will be needed.

4. Legal and Financial Liability for Clinical Staff. Liability claims, malpractice claims, disability claims, attorneys' fees, and other incurred costs with respect to any personnel made available

by an Assisting Hospital hereunder are the responsibility of the Affected Hospital. An extension of the Affected Hospital's liability coverage will be provided to the donated clinical staff, to the extent permitted by federal law and the applicable coverage policy, if the donated clinical staff were operating within their scope of practice. The Affected Hospital and Assisting Hospital shall work together to determine payment by the Affected Hospital to the Assisting Hospital for the clinical staff. Any liability on the part of this Executing Hospital will be subject to the limitations of S.C. Code Ann. § 33-56-180 and/or § 15-78-120.

Hospitals shall use their own methods of credentialing to provide emergency credentialing privileges to clinical staff received during a Disaster.

ARTICLE VI

TRANSFER OF PHARMACEUTICALS, SUPPLIES, AND EQUIPMENT

1. Mutual Aid. The Participating Hospitals agree, in the event of a Disaster, to use best efforts to make medical and general supplies, including pharmaceuticals, and biomedical equipment (including, but not limited to ventilators, monitors, and infusion pumps) available to each other based on patient need. Each Participating Hospital shall be entitled to use its reasonable judgment regarding the type and amount of supplies and equipment it can provide without adversely affecting its own ability to provide services. Any requests should be included on the standard HICS Form 257 – Resource Accounting Record – for tracking.

2. Requesting Pharmaceuticals, Supplies, and Equipment. The initial request for the transfer of pharmaceuticals, supplies, or equipment can be made verbally. The initial request, however, must be followed up with written communication. This should ideally occur prior to the receipt of any material resources at the Affected Hospital. The Affected Hospital will identify to the Assisting Hospital the following:
    a. The quantity and exact type of requested items.
    b. An estimate of how quickly the request is needed.
    c. Time period for which the supplies will be needed.
    d. Location to which the supplies should be delivered.

3. Provided Pharmaceutical Supplies and Equipment. The Assisting Hospital will identify how long it will take them to fulfill the request. Since response time is a central component during a disaster response, decision and implementation must occur quickly.

4. Transportation of pharmaceuticals, supplies, or equipment: The Affected Hospital is responsible for coordinating the transportation of materials both to and from the Assisting Hospital. This coordination may involve government and/or private organizations/ resources, and the Assisting Hospital may also offer transport. Upon request, the Affected Hospital must return and pay the transportation fees for returning or replacing all borrowed material.

5. Financial and legal liability for transferred pharmaceuticals, supplies, or equipment: The Affected Hospital, to the extent permitted by federal law, is responsible for all costs arising from the use, damage, or loss of borrowed pharmaceuticals, supplies, or equipment, and for liability claims arising from the use of borrowed supplies and equipment, except where the Assisting Hospital has not provided preventive maintenance or proper repair of loaned equipment which resulted in patient injury.

ARTICLE VII

BED REPORTING

In the event of a disaster or during a disaster drill, hospitals will immediately and regularly (as indicated) report their status into the bed availability and reporting system operated by SCDHEC.

ARTICLE VIII

MISCELLANEOUS PROVISIONS

1. All-hours contact information for the Participating Hospital's CEO, Emergency Manager, Evacuation Contact, Case Manager, and Bed Control Manager (if available and different from the CEO or Emergency Manager) shall be set forth on Appendix A. Any changes to this contact information must be reported to SCHA immediately. Participating Hospitals will be asked to update critical information at least annually.

2. This Agreement, together with attached exhibits, constitutes the entire agreement between Participating Hospitals.

3. All Participating Hospitals are responsible for following their respective individual emergency operations plan and nothing in this Agreement shall supersede a hospital to hospital sheltering agreements in existence.

4. Amendments to this Agreement must be in writing and signed by the Participating Hospitals.

5. Term and Termination. This Agreement will be effective June, 2021 through May 31, 2022 unless terminated early pursuant to the provisions in this Agreement. A Participating Hospital may at any time terminate its participation in the Agreement by providing sixty days (60) written notice to SCHA.

6. Subject to the allocations of liability set forth herein, each party hereto waives all claims against the other for compensation for any loss, damage, personal injury, or death occurring because of the performance or omission of any party, agent, or employee acting pursuant to this Agreement, provided, however, the foregoing shall not apply to any claims arising outside the scope of this Agreement.

7. Each party (including each of the Participating Hospitals) agrees to comply with all federal, state, and local laws, rules, or regulations.

8. Return the signed agreement by email to:
   South Carolina Hospital Association
   Disaster Preparedness
   1000 Center Point Road
   Columbia, SC 29210
   scdisaster@scha.org
   Switchboard: 803-796-3080
   Disaster Line: 803-603-8580
   Fax: 803-796-2938 Attn: Disaster Preparedness

9. 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:

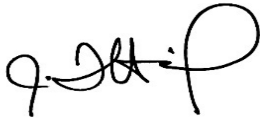
Executing Hospital:

Address:

Address

City, State, ZipCode

SCHA: Thornton Kirby, President and CEO
South Carolina Hospital Association
1000 Center Point Road Columbia,
South Carolina 29210



Thornton Kirby
President and CEO
South Carolina Hospital Association
Date: April 1, 2021

Executive Signature

Name:

Title:

Hospital:

Date:

*****Complete and return Appendix A with the signed Agreement to: scdisaster@scha.org.*****

APPENDIX A:
FACILITY DATA SHEET

Complete and return with your signed Mutual Aid Agreement to: scdisaster@scha.org

Date:

FACILITY INFORMATION

Facility:		HCL#:
Address:		
Region (*UP/MD/PD/LC*):	Lic Bed Capacity:	Staffed Beds:

REPRESENTITIVES

Position	Name	Email	Cell Phone Number
CEO			
Emergency Manager			
Evacuation Contact			
Case Manager			
Bed Control Manager			
IT Manager			

COMMUNICATION CAPABILITY

	Contact Number / Channel	Alternative / Secondary
Switchboard Operator		
Pal800		
Amateur Radio		
Satellite Phone		
Operations Center/ Command		