**SAMPLE: “Mutual Aid Agreement” for Provision of Dialysis Services**

*Whereas*,

“DIALYSIS CENTER ‘A’” (“XXX-A”) and “DIALYSIS CENTER ‘B’” (“XXX-B”) are Medicare-certified providers of outpatient dialysis and related services, and thus responsible for the ongoing delivery of life-sustaining care to individuals with kidney failure who typically receive, or are eligible to receive, dialysis at the “XXX-A” facilities shown in Exhibit 1 and the “XXX-B” facilities shown in Exhibit 2,

*And Whereas*,

“DIALYSIS CENTER ‘A’” and “DIALYSIS CENTER ‘B’” acknowledge that certain natural disasters such as windstorms, floods, fires, hurricanes, earthquakes, etc., or other events may cause one or multiple dialysis facilities in a given geographic area to become non-operational or inaccessible for undetermined periods of time,

*And Whereas,*

Both parties agree that alternative dialysis resources may be required to accommodate the needs of dialysis patients that have been temporarily displaced from their normal treatment facility or system of care,

*Therefore,*

Both parties hereby consent to this Mutual Aid Agreement as follows:

1. Preparedness. Both parties agree to identify an emergency communications process between them and to establish and maintain the appropriate contact information.
2. Notification. If a natural disaster or other event creates an immediate scarcity of dialysis resources that cannot be reasonably accommodated in a timely manner, either provider may contact the other to inquire about the availability of dialysis capacity at other accessible facilities.
3. Best Efforts. If a request for Mutual Aid occurs, the recipient commits to making best efforts to identify opportunities to safely expand or leverage existing capacity, and/or to launch reserve or surge capacity where it might exist.
4. Use of Non-Licensed Stations. The \_\_\_\_\_\_\_\_\_\_\_\_ State Department of Health will generally permit the use of non-licensed (non-certified) dialysis stations during an emergency on condition that the stations revert to normal status immediately following the end of the event. To notify DOH and obtain permission, contact \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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1. Resource Collaboration. In the provision of Mutual Aid, both parties agree to contribute, to whatever extent is deemed reasonable, safe and practical, any resources each party can make available, including equipment, supplies, staff, etc.
2. Patient Information. It will be the responsibility of the requesting party to transmit or otherwise provide a patient profile and set of current dialysis orders for each patient referred to the other on an emergency or temporary basis. In the event such information is not made available or is deemed unreliable at the time the patient presents, the alternate provider will invoke its own standing orders for emergency dialysis.
3. Patient Status. Patients referred to an alternate dialysis facility on an emergency, temporary basis will be treated as Visitor Patients. It will be the responsibility of the alternate provider to obtain whatever treatment consent, financial consent and other registration information it deems necessary to provide dialysis care.
4. Financial Risk. In the provision of Mutual Aid, each party assumes the full financial risks associated with the delivery of treatments in their own facilities. Unless specifically agreed to in advance by both parties, neither party has an expectation or obligation to share revenues or expenses associated with the provision of dialysis treatments during the emergency or temporary period.
5. Regulatory Reporting Requirements. During a period of provision of Mutual Aid, both parties will adhere to the normal reporting requirements of ESRD Network 13 and other regulatory agencies.
6. Independent Contractors. In the performance of their respective tasks in the provision of Mutual Aid, it is mutually understood and agreed that the parties are at all times acting as independent contractors, and that neither shall have nor exercise any control or direction over the methods by which the other shall perform such tasks. No agency or employment relationship, partnership, joint venture or other business organization is created hereby.

1. Liability and Indemnification. Each party assumes full legal liability for errors and omissions committed, or alleged to have been committed, on the premises of their own facilities. To the extent permitted by its policies of insurance without affecting coverage thereby offered, each party waives any rights of subrogation against the other, and agrees to indemnify and hold harmless the other from any loss determined to be the indemnifying party’s own responsibility.
2. Non-Binding. It is understood by both parties that this Mutual Aid Agreement is a good-faith statement of intent to make best efforts to provide services to each other’s patients on an as-needed, as-available basis during an emergency, but is otherwise not contractually binding on either party.
3. Acceptance.

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Signed \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signed \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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