

**AGREEMENT FOR
THE COLLECTION, STORAGE AND TRANSFER
OF LACTATION PRODUCTS**

This Agreement is made effective as of _____, by and between, Mothers' Milk of Ohio, an operating unit of OhioHealth Corporation ("MMBO"), and _____ ("Facility").

WHEREAS, MMBO wishes to establish and maintain off-site collection sites to ensure the safe handling, storage and transportation of donated human milk subject to the terms and conditions set out below and Facility wishes to provide such services.

1. **Duties of MMBO.** MMBO will screen and approve donors authorized to participate in the donor milk program. MMBO will perform the following and provide the collection site with the following equipment and material:
 - a. Sterile containers for the collection and storage of the human donor milk;
 - b. Brochures/business cards for the Mothers' Milk Bank of Ohio;
 - c. Milk Drop-off Logs (may be photocopied); and
 - d. Freezer temperature logs (may be photocopied).

2. **Duties of Facility.** Facility agrees that it will perform the following:
 - a. Place the manual defrost freezer in a secure location. Facility may, but is not required to, provide the freezer with an uninterruptible power source;
 - b. Lock the freezer when unattended if not in a secure location;
 - c. Maintain the freezer's temperature no higher than -20 Centigrade (C) or -4 Fahrenheit (F);
 - d. Notify MMBO if unable to maintain the required temperature;
 - e. Check the freezer temperature daily (when possible) and record on the freezer log;
 - f. Maintain a file of completed freezer temperature logs or send (fax or mail) completed temperature logs to MMBO;
 - g. Clean and defrost the freezer as needed to maintain proper temperature;
 - h. Notify MMBO to arrange milk pickup when the freezer is 50-75% full or if the milk collection date exceeds four (4) months;
 - i. Include a copy of the completed drop-off log with the milk being transported to MMBO;
 - j. Require the collection site staff releasing the milk and the person transporting the milk to MMBO to sign and date the log; and
 - k. Notify the MMBO of the need for additional collection containers.

3. **Procedures for the Acceptance of Donated Milk.** The parties agree to the following procedures for accepting donated milk:
 - a. Any donor that has been screened and approved by MMBO may drop off milk;

- b. Facility shall document the date and name of the donor mother on the Milk Collection Site Log;
 - c. Each mother's milk shall be placed in a clean plastic bag and secured so that all milk containers remain in the bag. The mother's name should be written with a permanent marker on the exterior to the bag and on the index card stapled to the inside of the bag;
 - d. Each donor's container shall be labeled with her name and date pumped as well;
 - e. Sterile collection containers shall be provided as needed; and
 - f. Donor questions shall be referred to the MMBO.
4. **Term and Termination.** This Agreement shall commence as the date set forth above and shall continue for a term of one (1) year. Thereafter, this Agreement shall automatically renew for successive one (1) year terms. Either party may terminate this Agreement at anytime with thirty (30) days advance written notice to the other party.
5. **Indemnification.** The parties agree that Facility is undertaking this engagement on a best effort basis. MMBO agrees to indemnify and hold Facility harmless, including its officers, directors, agents and employees against all liability, claims, damages, suits, demands, expenses and costs arising out of Facility's participation in accordance with this Agreement, provided, however, that (a) Facility materially adhered to the terms of this Agreement and complied with all applicable federal, state and local regulations; (b) MMBO is promptly notified of any such claim or suit; (c) the Facility cooperate fully in the investigation and defense of any such claim or suit; and (d) MMBO retains the right to defend any lawsuit in any manner it deems appropriate, including the right to retain counsel of its choice.
6. **Independent Contractors.** With respect to all work, duties and obligations hereunder, it is mutually understood that Facility and all staff performing services do so as independent contractors and not as employees, agents, borrowed servants, joint venturers or partners of or with the MMBO.
7. **Assignment.** Neither party shall assign this Agreement in whole or in part without the written consent of the other.
8. **Confidentiality.** The parties expressly agree to comply with all applicable patient information, privacy and security regulations set forth in the Health Insurance Portability and Accountability Act (HIPAA) as amended from time to time.
9. **Entire Agreement.** This agreement contains the entire understanding of the parties with respect to the subject matter hereof and supersedes all negotiations, prior discussions, agreements or understandings, whether written or oral, with respect to the subject matter hereof. If any of the provisions to this Agreement shall be declared invalid or unenforceable under applicable law, said provisions shall be ineffective to the extent of such invalidity or unenforceability only, without in any way affecting any remaining portions of the Agreement.

- 10. **Governing Law.** This agreement shall be governed by and construed in accordance with the laws of the State of Ohio, without respect to its conflicts of laws rules and venue for any suit hereunder shall be in Franklin County, Ohio.
- 11. **Notices.** All notices pursuant to this Agreement shall be in writing and shall be given by depositing said notices in the United States Mail, certified, return receipt requested, and addressed to the parties at the addresses set forth in this section or to such other address as may hereinafter be specified by any party or parties.

Notice to MMBO:

Mothers' Milk Bank of Ohio
 Grant Medical Center @
 Victorian Village Health Center
 1132 Hunter Avenue
 Columbus, Ohio 43201

Notice to Facility:

- 12. **Miscellaneous.** The parties expressly agree that nothing contained in this Agreement shall require Facility or physicians to treat, diagnose or otherwise enter into a health care relationship with any donor. Facility shall not be liable, nor deemed in default, for any delay or failure to perform any of its duties or obligations under this Agreement or for any other interruption of services, resulting directly or indirectly from acts of God, civil or military authority, acts of a public enemy, war, terrorism, civil disobedience, riots, accidents, fires, strikes or other work interruptions by its employees or independent contractors or any similar cause beyond its reasonable control.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

OHIOHEALTH CORPORATION

FACILITY

By _____

By _____

Title _____

Title _____