

MUTUAL AID AGREEMENT

by and between

The Regional EMS Providers of Northeast Indiana

FOR THE PERIOD

JULY 01, 2014 THROUGH JUNE 30, 2021

Whereas, the ambulance service agencies of Northeast Indiana participating in this agreement are providers of emergency ambulance service and are geographically located within northeast Indiana and have regular or primary service areas in proximity of each other; and

Whereas, it is to the mutual advantage and benefit of the communities and agencies subject to this agreement that each of the other participating agencies agree to render supplemental emergency medical services in the event of a major catastrophe, disaster or other emergency of such magnitude that has developed or appears to be developing beyond the control or capability of any single agency or combination of agencies within their regular or primary area of service to cope with promptly and adequately and, therefore, requires the supplemental aid of additional agencies, participating herein;

Now, Therefore, in consideration of their mutual covenants, the participating agencies agree as follows:

1. **ASSISTANCE AVAILABILITY.** In the event of any major catastrophe, disaster, declared or otherwise, or other local emergency, which in the opinion of the agency primarily responsible for the area in which the event is occurring, that cannot be met with the resources under the primary agency's direct control, the other participating agencies agree, upon request of the primary agency, to provide supplemental emergency ambulance service and/or personnel to assist the requesting agency in meeting the excessive demand for its service. The extent to which supplemental assistance will be provided pursuant to this agreement shall be determined by the capability of the agency requested to provide the supplemental assistance, and it is understood that the assistance so provided may be recalled upon notification of the requesting agency.
2. **COMPENSATION FOR SERVICES.** Each participating agency shall be responsible for their own billing of patients as they may deem appropriate, and if billing is deemed appropriate, shall directly bill the victims treated and/or transported, or their insurance, as appropriate. The cost may be pre-determined or calculated at the time of service among the affected agencies or in the absence of such pre-determined and agreed upon cost, the usual and customary fees of the

agency providing the requested assistance for services rendered.

3. **DISASTER RELIEF REIMBURSEMENT.** Each participating agency shall document, in writing and in detailed fashion, their un-reimbursed costs of providing the requested service. Should any Federal, State, local, or other disaster relief funding become available, the agencies supplying the requested assistance shall provide such documentation to the agency requesting the service, and the requesting agency shall include these costs in their cost documentation to the agency providing relief funding and shall assist the agencies supplying assistance in acquiring relief funding for their documented costs when such funding is available and appropriate documentation presented. All agencies understand that only certain costs may be reimbursable under disaster relief funding, and only to the extent that such costs have not been reimbursed by other means, such as revenues from charges to patients.
4. **NON-RELIEF OF RESPONSIBILITY.** This agreement shall not relieve any participating agency of the responsibility or obligation to develop and improve its capacity for providing emergency ambulance service to meet the normal demands for such service.
5. **LIABILITY.** This agreement shall not render liable a participating agency unable to respond to a request for assistance due to the demands of fulfilling service obligations in its regular area of service.
6. **REQUESTING ASSISTANCE.** It is understood that the provisions of this agreement will be invoked only when, in the option of the Chief Administrative Officer of the requesting agency, or his/her duly authorized representative, it is deemed necessary to request outside supplemental assistance because all existing resources have been exhausted or overburdened, or such overburdening appears to be imminent, and overburdening demand of the requesting agency.
7. **AGENCY'S STATUS.** Each participating agency as to the others shall be an independent contractor and shall save each other harmless from any liability for items such as, but not limited to, medical liability, workman's compensation claims, injury, disability or death of an employee or volunteer of any participating agency providing or receiving ambulance service or personnel assistance under this agreement. Additionally, each agency shall be solely responsible for, including, but not limited to, their own liability coverage, malpractice coverage, workman's compensation, vehicle and equipment liability coverage, and any costs incurred through loss or damage to their own equipment used during the duration of the mutual aid assistance.
8. **MEDICAL PROTOCOLS.** It is agreed that each participating agency shall utilize their own standing orders and medical protocols, as approved by their individual Medical Director, while providing assistance under this mutual aid

agreement.

9. **WITHDRAWAL FROM AGREEMENT.** An agency participating in this agreement may withdraw at any time, upon thirty (30) days written notice to each of the other participating agencies; and thereafter, the withdrawing agency shall no longer be a participant of this agreement, however, this agreement shall continue to exist between and among the remaining participating agencies.
10. **RADIO COMMUNICATIONS.** IHERN 2 (155.280 MHz) will be used as the Mutual Aid radio channel for all participating agencies.

Do we want to add a primary and secondary channel if Ihern 2 is tied up?

11. **MINIMUM INFORMATION NEEDED.** Upon a request for mutual aid, the requesting agency will advise the following information at a minimum:
 - a. Type of event
 - b. Location of event
 - c. Staging area location or other location requested agency is to respond to
 - d. Name or call sign of incident commander
 - e. Radio contact (call-sign) on IHERN 2
12. **AGENCY RESPONSIBILITIES.** The parties agree that the requesting agency shall retain full control of the assignment of duties of all assisting agencies, unless the requesting agency specifically relinquishes control to another agency. All agencies providing the mutual aid assistance agree to abide by the decisions of the requesting agency, and perform the duties assigned by the requesting agency, whether those duties be directly related to a disaster, or to provide ambulance services to the requesting agency's normal coverage area.
13. **TERM.** The term of this agreement shall be for a period of two years, however, the agreement shall be reviewed annually by the participating agencies.

This agreement shall continue from year to year from July 1, 2014, through June 30, 2021 unless notice of termination is given by either party hereto at least thirty (30) days prior to such termination. No further obligations or liabilities shall be imposed after such termination. However, the agreement shall be reviewed annually by the participating agencies.

14. **ACCEPTANCE OF AGREEMENT.** Each agency desiring to become a part of this agreement shall demonstrate their acceptance by signing the electronic signature agreement below.
15. **GOVERNING LAW.** This agreement shall be construed in accordance with the laws of the State of Indiana. If any portion of this agreement is found not in

accordance with governing law, the remaining items shall remain in full force and effect.

ACCEPTANCE OF MUTUAL AID AGREEMENT

by and between

The Regional EMS Providers of Northeast Indiana

FOR THE PERIOD

JULY 01, 2014 THROUGH JUNE 30, 2021

Be it resolved that the undersigned signatories do hereby enter into this Mutual Aid Agreement for the period of July 1, 2014 through June 30, 2021, pursuant to the requirements and conditions as stated herein.

This agreement has been executed on the ____ day of _____, in year _____.

Aboite EMS _____

Adams Co. EMS _____

Converse Ambulance Corp. _____

DeKalb EMS _____

Hoagland EMS _____

Huntertown EMS _____

LifeMed EMS _____

Lutheran Ground EMS _____

Lutheran EMS Kosciusko _____

Miami Co. EMA _____

Miami Co. EMS _____

Monroeville EMS _____

New Haven Adams Twsp EMS _____

North Webster EMS _____

Northeast Allen Co. Fire & EMS _____

PKV Huntington Co. EMS _____

PKV LaGrange Co. EMS _____

PKV Noble Co. EMS _____

PKV Whitley Co. EMS _____

Poe V.F.D. EMS _____

Southwest Fire District EMS _____

St. Joseph Twsp. EMS _____

Steuben Co. EMS _____

Stroh V.F.D. EMS _____

Syracuse Fire/EMS _____

Three Rivers Ambulance Authority _____

Wabash F.D. /EMS _____

Washington Township EMS _____

Wells Co. EMS _____

Woodburn EMS _____

By signing about you have also agreed to let your signature be electronically submitted to the master contract. After all signatures are signed a copies of the electronic signature contract will be sent to all participate agencies.