

# **SOUTH PLAINS EMERGENCY MEDICAL SERVICES MUTUAL AID AGREEMENT**

## **Section 1. PURPOSE**

The purpose of this agreement is to provide for mutual aid among the Emergency Medical Services providers serving the 22 counties of the Texas South Plains and environs for the sharing and performance of the functions of pre-hospital patient care and transportation. This agreement is made pursuant to the Federal Emergency Medical Services Act of 1973, as amended (P.L. 93-154), the Interlocal Cooperation Act (Article 4413, 32c, V.T.C.S.), Presidential Directive 3, and the Texas Disaster Act of 1975 (Article 6889-7, V.T.C.S.). This agreement recognizes that the prompt, full, and effective utilization of the personnel, apparatus, equipment, supplies, and other resources of the respective EMS providers is essential to the safety, care, and welfare of the people of the jurisdictions which they serve.

## **Section 2. RIGHTS, DUTIES, AND RESPONSIBILITIES**

1. Whenever a representative of an EMS provider, which is party to this agreement, feels it is advisable to request assistance from another EMS provider, which is party to this agreement, he is authorized to do so. Circumstances which could justify requesting aid under this agreement would include, but are not limited to, the following:

- (a) unavailability of an ambulance for response within the service area in which a medical emergency has occurred;
- (b) unavailability of resources for Advanced Life Support in circumstances where the patient would reasonably benefit from Advanced Life Support;
- (c) a potential for prolonged or delayed response by an ambulance from the requesting jurisdiction;
- (d) a major EMS incident in which the resources of the local EMS system are not adequate to provide effective and efficient pre-hospital care and transportation for the victims of the incident.

2. The EMS providers participating in this agreement and their personnel acknowledge the authority of the on-line Medical Control physicians to direct a mutual aid response under this agreement whenever the physician feels that such a response is within the patient's best interests.

3. Requests for mutual aid under this agreement will generally be coordinated through the Regional EMS Communications Center at University Medical Center. However, the EMS providers within a single county may agree to coordinate all requests for mutual aid among themselves through a single point within that county.

4. The representative of an EMS provider receiving a request for mutual aid under this agreement shall immediately take the following actions:

- (a) determine if the requested apparatus and personnel can be spared in response to the request while continuing to provide reasonable protection to persons within its jurisdiction;
- (b) determine the exact mission to be assigned in accordance with the plans and procedures drawn in support of this agreement or in support of the Regional Major EMS Incident Plan;
- (c) dispatch the apparatus and personnel requested, or such apparatus and personnel as can be spared, with complete instructions as to the mission.

5. The rendering of assistance under the terms of this agreement shall not be mandatory, but the party receiving the request shall immediately inform the party requesting aid, for any reason, if assistance cannot be rendered.

6. The apparatus, personnel, and equipment of the assisting provider shall come under the operational control of the senior representative of the requesting provider. However, the apparatus, personnel and equipment of the assisting provider shall remain under the immediate supervision of, and shall be the immediate responsibility of, the senior representative of the assisting provider. The senior representative of the assisting provider may withdraw assistance at his own discretion after due notice to the senior representative of the requesting provider.

7. If the senior representative of the requesting provider requests a representative of an assisting EMS provider to assume command, he shall not, by relinquishing command, be relieved of responsibility for the operation.

8. The representatives of the assisting provider shall be empowered to provide patient care under the procedures and protocols in effect in assisting provider's jurisdiction, subject only to recognition of the operational control of the senior representative of the requesting provider. Any disputes arising over the delivery of direct patient care will be decided by on-line Medical Control or, if contact with Medical Control cannot be established, by the individual with the highest level of Texas EMS certification on the scene.

9. The personnel of the EMS providers which are party to this agreement are invited and encouraged on a reciprocal basis to frequently visit each other's area of responsibility to jointly conduct pre-incident planning, training sessions, and drills.

10. The EMS providers which are party to this agreement agree to provide the South Plains Emergency Medical Services (SPEMS) system with a complete listing of their personnel by level of certification, a complete listing of their vehicles by Texas Department of State Health Services permit category, a complete listing of any specific equipment or capabilities which the provider possesses, and a clear depiction of its primary service area on a standard map provided by SPEMS. This information shall be used for the planning and coordination of regional mutual aid response and shall be updated at least annually or more frequently upon request.

11. A community or healthcare facility may make a request, during a bioterrorism incident, utilizing EMS units and other vehicles and deploying them to jurisdictions they do not normally cover to ensure capability of providing EMS triage and transportation for both adult and pediatric patients.

### Section 3. **LIABILITY**

A party EMS provider or its members rendering aid pursuant to this agreement shall not be held liable for any act or omission in good faith on the part of such forces while so engaged, or on account of maintenance or use of any equipment or supplies in connections herewith.

### Section 4. **COMPENSATION**

Each party EMS provider agrees to provide for the payment of compensation to members of its own EMS department who sustain injury or death benefits to the representatives of deceased members who were killed while rendering assistance pursuant to this agreement, in the same manner and on the same terms as if the injury or death were sustained within the EMS provider's service area or jurisdiction.

## Section 5. **FINANCE**

Each party EMS provider rendering assistance under this agreement will be responsible for all their own financial obligations or losses incurred while providing aid under this agreement except as specified in a supplementary agreement entered into under Section 6, hereof. Each party EMS provider receiving aid under this agreement agrees that the EMS provider rendering aid may bill the patient or the patient's third party carrier, as appropriate, at the assisting provider's prevailing rate for supplies, equipment, transport, and other services.

## Section 6. **SUPPLEMENTARY AGREEMENTS**

In as much as it is probable that the pattern and detail of the arrangements for mutual aid among two or more EMS providers may differ from that appropriate among other EMS providers party hereto, this instrument contains elements of a broad base common to all EMS providers, and nothing herein shall preclude any EMS provider from entering into supplementary agreements with another EMS provider. However, the South Plains Emergency Medical Services system shall be informed of and provided with written copies of all supplementary agreements so entered in.

## Section 7. **MAINTENANCE**

The Mutual Aid/Disaster Planning Committee appointed by the Executive Board of the SPEMS system shall be responsible for the review, updating, and coordination of this agreement. This agreement shall be reviewed at least annually by all party EMS providers. Questions concerning this agreement and recommendations for revisions shall be submitted to the Disaster and Mutual Aid Committee through the SPEMS Coordinator.

## Section 8. **SEVERABILITY**

This agreement shall be construed to effectuate the purpose stated in Section 1, hereof. If any provision of this agreement is declared unconstitutional, or the applicability thereof to any persons or circumstances is held invalid, the constitutionality of the remainder of the agreement and the applicability thereof to other persons and circumstances shall not be affected.

## Section 9. **IMPLEMENTATION**

This agreement shall be effective as to each of the participating EMS providers as of the date upon which this instrument is signed by a duly authorized official as designated in an approving order or resolution of the appropriate governing body. This agreement shall continue in force and remain binding on each party EMS provider until canceled by mutual agreement of the parties hereto or by written notice of one party to the other party giving thirty (30) days written notice of said cancellation.

I, the authorized representative for the service listed below, do hereby agree to the above mutual aid agreement. This agreement will remain in force until canceled or replaced by another agreement.

Signed: \_\_\_\_\_ Title: \_\_\_\_\_

Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Service Name: \_\_\_\_\_

I, the authorized representative for South Plains EMS, do hereby accept this signed Mutual Agreement from the above service.

Signed: \_\_\_\_\_ Title: \_\_\_\_\_

Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_