

2022 EMS SERVICE MUTUAL AID AGREEMENT

THIS AGREEMENT made and entered into this 24th day of February by and between the counties, cities, townships, villages, and tribally owned and privately owned emergency medical service agencies which have executed this agreement;

WHEREAS, the parties hereto are geographically located in proximity to each other in the counties of Chippewa, Luce and Mackinac;

WHEREAS, it is to the mutual advantage and benefit of the parties hereto that each of the other parties agree to render supplemental emergency medical services in the event of a mass casualty or other emergency of a magnitude that has developed or appears to develop beyond the capacity of a single party, and therefore requires the forces of one or all of the other parties hereto to appropriately respond;

WHEREAS, the parties hereto are authorized to enter into this EMS Mutual Aid Agreement for the specific purpose of maximizing emergency medical services to the participating communities;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement, the participating agencies agree to the following:

SECTION 1: DEFINITIONS

- A. Agency** – Participating community; county, city, township, village, tribal or privately owned Emergency Medical Service which are signatories to this agreement.
- B. Emergency** – Circumstances requiring immediate action of Emergency Medical Services personnel and/or equipment in addition to that available to the requesting community.
- C. Incident Commander** – The ranking official on scene responsible for overseeing the management of the incident.
- D. Mutual Aid Assistance** – Assistance from participating agencies pursuant to this agreement when response needs are beyond the scope of the agency's capabilities.
- E. Requesting Agency** – The agency coverage area and in whose area in which the emergency exists which request aid pursuant to this agreement.
- F. Responding Agency** – The agency which is called upon to send personnel and/or equipment pursuant to this agreement.

SECTION 2: AUTHORITY

The authority to make requests for assistance or to provide aid under this agreement shall reside with the requesting agency's command personnel or designee. For purposes of this agreement,

the 'requesting agency' shall mean the incident commander or designee asking for assistance and the 'responding agency' shall mean an official/supervisor or designee sending assistance. Any signatory to this agreement shall have the right to request assistance from the others subject to the terms and conditions of this agreement.

SECTION 3: REQUESTING ASSISTANCE

An agency may request assistance from any other participating agency when the requesting agency has concluded that such assistance is essential to protect life.

SECTION 4: RESPONSES TO REQUEST

Upon request, a responding agency, upon determination that an emergency exists and subject to the availability of personnel and equipment resources, shall send appropriately licensed Emergency Medical Services personnel and/or equipment to aid the requesting agency.

SECTION 5: PERSONNEL AND EQUIPMENT PROVIDED

The requesting agency shall include in its request for assistance the amount and type of personnel and equipment and shall specify the location where the personnel and equipment are needed. The final decision of the amount and type of equipment to be sent may be solely that of the responding agency. The responding agency shall be immune from any liability in connection with all acts associated herewith, provided that the final decision is made with reasonable diligence. No agency shall make any claim whatsoever against another agency for refusal to send the requested personnel or equipment where such refusal is based on the judgement of the responding agency that such personnel and equipment are either not available or are needed to provide service in that agency's response area. It is mutually understood and agreed that this agreement does not relieve any of the parties of the necessity and obligation of providing adequate EMS protection within their own coverage areas and following the Rules and Regulations set forth by the State of Michigan.

SECTION 6: COMMAND AND CONTROL AT THE EMERGENCY SCENE

All agencies have established Incident Command System (ICS) Standard Operating Procedures (SOPs) and agree to operate within the concepts of the National Incident Management System (NIMS), and will implement them on all incidents involving mutual aid responses. The responding agency personnel and equipment shall report to the Incident Commander or the appropriate section officer of the requesting agency. The person in charge of the responding agency shall meet with the Incident Commander or appropriate section officer of the requesting agency for a briefing and assignment. The person in charge of the responding agency shall retain control of the responding agency personnel and equipment resources and shall direct them to meet the needs and tasks assigned by the Incident Commander or section officer. The responding agency's personnel and equipment shall be released by the requesting agency when the services of the responding agency are no longer required or when the responding agency's resources are needed in their primary response area. Responding agency personnel and equipment may withdraw from the emergency scene upon giving notice to the Incident Commander or

appropriate section officer that they are needed in their own primary response area. It is understood that the purpose of this section is to maintain order at the emergency scene and shall not be construed to establish an employer/employee relationship.

SECTION 7: REPORTING AND RECORD KEEPING

Each agency shall maintain individual patient care reports. All agencies will adhere to Health Insurance Portability Accountability Act (HIPAA) regulations.

SECTION 8: NO REIMBURSEMENT FOR COSTS

No agency shall be required to reimburse any other agency for the cost of providing the services set forth in this agreement for mutual aid services, except as provided in Section 9 below. Each agency shall pay its own costs (i.e. salaries, repairs, materials, compensation, etc.) for responding to requests for mutual aid.

SECTION 9: FEES FOR AMBULANCE SERVICES

Agencies providing ambulance transport or other services which are normally billed to the recipient will be entitled to their normal fees for service and are responsible for their own billing, insurance filing and collection activity. The ambulance agency that transports a patient from the scene of an emergency reserves the right to call for Paramedic intercept services as needed for patient transport and will be responsible for payment of those services.

SECTION 10: LIABILITY

Each agency entering this Agreement shall indemnify and save all other participating agencies harmless from all claims, judgements, demands, costs, attorney fees, damages, or the like, for bodily injury, including death, or property damage to any person or entity arising out of the acts or omissions of its personnel during joint activities and emergency operations.

SECTION 11: INSURANCE

Each agency shall procure and maintain such insurance as is required by applicable federal and state law and as may be appropriate and reasonable to cover its staff, equipment, vehicles, and property, including but not limited to liability insurance, worker's compensation, unemployment insurance, automobile liability, and property damage.

SECTION 12: CONFLICT RESOLUTION

Personnel from one agency or another may have some concerns or questions regarding this agreement or the working relationship of the parties. Should such issues arise, they should be dealt with by the agency's chain of command to provide such answers and resolution.

SECTION 13: TERM OF AGREEMENT

This agreement shall become effective upon execution by two (2) or more of the agencies identified in this agreement. Individual agencies may withdraw at any time by providing 30 days written notice to each of the participating agencies, and thereafter, such withdrawing agency shall no longer be a participant to this agreement; however, this agreement shall remain in effect among the remaining parties. This agreement shall supersede any previous agreements between any of the participating agencies among themselves relating to mutual aid assistance.

This agreement shall expire every three years and is required by MIDHHS to be updated as such.

A separate signature page may be provided to each participating agency as evidence of the signatory agency's agreement to be bound by the EMS Mutual Aid Agreement.

IN WITNESS THEREOF, the following participating agencies have duly executed this agreement:

Behm - motion - Accept Resolution

Secord - Noble

Eitner - Yes

Behm - Yes

Noble - Yes

Brow - Yes

Repa - Absent

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EMS MUTUAL AID AGREEMENT SIGNATURE PAGE

DATE: March 8, 2022

Adrienne Beckman SIEMS Captain
EMS Agency Signature

Sugar Island Township EMS
Service Name

Mark [Signature]
Governmental Official Signature
Chief Executive Officer