

MUTUAL AID AGREEMENT

THIS MUTUAL AID AGREEMENT is made and entered into as of the ___ day of September, 2012, by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government organized pursuant to KRS Chapter 67A (herein referred to as "**Lexington**"), for and on behalf of its Division of Fire and Emergency Services, having offices located at 219 East Third Street, Lexington, Kentucky 40508 (herein referred to as "**Fire Department**") and **MERCURY AMBULANCE SERVICE, INC.**, a Kentucky corporation doing business as ~~Rural Metro Ambulance~~ **ETRO Ambulance**, a licensed ambulance service having offices located at 1135 Versailles Road, Lexington, Kentucky 40508 (hereinafter referred to as "**Rural Metro Ambulance**");

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WITNESSETH:

WHEREAS, the Kentucky Administrative Regulations (202 KAR 7:501, Section 6) and Chapter 18C of the Code of Ordinances, Lexington-Fayette Urban County Government, require providers to enter into written mutual aid agreements; and

WHEREAS, **Lexington**, through its **Fire Department**, and **Rural Metro Ambulance** both operate emergency ambulance services within Fayette County; and

WHEREAS, **Lexington** and **Rural Metro Ambulance** desire to enter into this mutual aid agreement to satisfy the requirements of Kentucky and local law and the Kentucky Administrative Regulations and for the benefit of the citizens of Fayette County;

NOW, THEREFORE, for and in consideration of the mutual promises and covenants herein expressed, **Lexington** and **Rural Metro Ambulance** agree as follows:

1. **Lexington**, through its **Fire Department**, and **Rural Metro Ambulance** shall provide mutual aid to each other, in the event that either party is unable to respond to an emergency request for assistance or an emergency exceeds the capacity of that provider; provided, however that neither party shall be obligated to provide mutual aid if the responding party would be required to respond with the ambulance or emergency care unit that it is required to hold in reserve pursuant to applicable law or regulation.

2. The following conditions shall apply to this agreement to provide mutual aid:

A. Response shall be limited to the responding parties' available equipment and personnel, and shall be conditioned on the responding parties' ability to provide mutual aid without causing an unreasonable or dangerous deficiency in service.

B. Response by **Fire Department** shall be limited to the geographic territory of Fayette County.

C. Response shall be limited to the service or services that the responding party is licensed to perform (i.e., ALS or BLS). Response by **Fire Department** shall normally be limited to ALS medical care, ALS first response and extrication.

D. Requests for response shall be made by contacting the other parties radio communication or dispatch center, shall be identified as requests for "mutual aid," and shall include the nature of the service requested (e.g., first response, ALS, BLS, inter-facility transport, extrication).

E. Response by **Fire Department** shall be limited to emergency scene and intercept and shall not include any non emergency inter-facility or convalescent transportation or transfers unless otherwise agreed.

F. The **Fire Department** shall, in its sole and absolute discretion, determine whether the circumstances are appropriate for it to respond to a mutual aid request from **Rural Metro Ambulance**.

G. Response by **Rural Metro Ambulance** shall not include any emergency scene response, unless requested by **Fire Department** pursuant to this Agreement.

H. **Fire Department** personnel shall coordinate all activity on-scene and shall be in control of the scene when **Fire Department** and **Rural Metro Ambulance** both respond to an incident pursuant to a mutual aid request or for any other authorized purpose.

I. **Fire Department** and **Rural Metro Ambulance** shall exchange patient information, records and reports as required for patient treatment and transportation or as authorized for other legal purposes (e.g., notice or warning regarding infectious diseases) pursuant to the requirements of 45 CFR parts 160 & 164 (HIPAA) and any other applicable law or regulation.

J. The **Rural Metro Ambulance** response vehicles, including the unit identifiers and location from which the vehicles operate, are listed in Exhibit A.

K. The **Fire Department** response vehicles, including the unit identifiers and stations from which the vehicles operate, are listed in Exhibit B.

3. The parties agree that should either party initiate AED (Automatic External Defibrillator) or SAED (Semi-Automatic External Defibrillator) treatment and subsequently request mutual aid from the other party that qualified personnel of the party requesting aid shall accompany the responding party to the appropriate medical facility.

4. The parties agree that the paramedics and emergency medical technicians responding to mutual aid requests are and remain at all times the respective employees of that party, even when acting at the request or on behalf of the other party, and as such agree to provide for their employees workers' compensation and unemployment insurance as required by KRS Chapters 342 and 341, respectively, and any and all other compensation and benefits provided by federal, state or local law.

5. The parties mutually agree, to the extent allowable by law, to indemnify and hold harmless the other party, its employees, agents, elected or appointed officials, boards, and successors and assigns, against and from any and all claims whatsoever for any injuries arising from the actions of their respective employees while responding to a mutual aid request. In no event shall this indemnification act a waiver of any defense, immunity or damage limitations either party may otherwise have available as to third parties. This includes an agreement to resist or defend any claim or proceeding against the other party, its employees, agents, elected or appointed officials, boards, and successors and assigns, by counsel, reasonably satisfactory to the defended party, arising directly or indirectly from the acts or omissions of their respective employees.

6. The term of this agreement shall for a period of one (1) year from the date first herein written and shall automatically renew for five (5) additional terms of one (1) year each unless earlier terminated by either party. Either party may terminate this agreement by giving at least thirty (30) days prior written notice of termination to the other party. Such notice shall be sent by first class mail, postage prepaid, properly addressed to the parties as follows:

For notices to **LEXINGTON**:

EMS Chief
Division of Fire and Emergency Services
219 East Third Street
Lexington, Kentucky 40508

For notices to **Rural Metro Ambulance**:

James White
Rural Metro Ambulance
1135 Versailles RD
Lexington, Kentucky 40508

with a copy to:

Rural/Metro Corporation
Attn: General Counsel
9221 E. Via de Ventura
Scottsdale, Arizona 85258

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7. This agreement is not assignable or transferable upon a change of ownership in **Rural Metro Ambulance** without the express prior written approval of **Lexington**.

8. This agreement is automatically null and void and terminated in the event **Rural Metro Ambulance** has its Certificate of Need or license suspended or revoked.

9. **Rural Metro Ambulance** understands and agrees that the **Fire Department** shall be the sole receiver and responder to any and all 911 calls, and further agrees that it shall not be provided access to **Lexington's** 911 call center or dispatch information.

10. Lexington acknowledges that it has received copies of Rural/Metro Ambulance's Code of Ethics and Business Conduct and Rural/Metro Ambulance's Anti-Kickback Policy.

IN WITNESS WHEREOF, the parties have entered into this Mutual Aid Agreement as of the day and year first above written.

LEXINGTON-FAYETTE URBAN

COUNTY GOVERNMENT

BY: _____
JIM GRAY, MAYOR

ATTEST:

SUSAN LAMB, COUNCIL CLERK

RURAL METRO-AMBULANCE
MERCURY AMBULANCE SERVICE, INC.,
a Kentucky corporation

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BY: _____
James White, Division General Manager

STATE OF KENTUCKY)
COUNTY OF FAYETTE)

Subscribed, sworn to and acknowledged before me by James White, for and on behalf of ~~Rural Metro Ambulance~~ Mercury Ambulance Service, Inc., a Kentucky corporation, on this the _____ day of _____, 2012.

My commission expires: _____

NOTARY PUBLIC, STATE AT LARGE,
KENTUCKY

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