

## **MUTUAL AID AGREEMENT**

THIS MUTUAL AID AGREEMENT is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2014, by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government organized pursuant to KRS Chapter 67A, 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 "Urban County Government" or "DFES") and **Mediport LLC**, an ambulance service having offices located at 425 Sky View Dr, Paris, Kentucky 40361 (hereinafter referred to as "Mediport"):

### **WITNESSETH:**

**WHEREAS**, the Kentucky Administrative Regulations (902 KAR 14:080, Section 4) require Class I ambulance services to provide emergency care on a twenty-four (24) hour, seven (7) days a week basis through a call system or by a written mutual aid agreement with other Class I-VI ALS ground ambulance providers or ALS medical first response providers; and

**WHEREAS**, the Urban County Government, through its Division of Fire and Emergency Services, and Mediport operate emergency ambulance services; and

**WHEREAS**, Urban County Government and Mediport desire to enter into this mutual aid agreement to satisfy the requirements of 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, Urban County Government and Mediport agree as follows:

1. Urban County Government, through its Division of Fire and Emergency Services, shall provide mutual aid to Mediport and Mediport shall provide mutual aid to the Urban County Government, in the event that either party is unable to respond to an emergency request for assistance or an emergency exceeds the capacity of the 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 402 KAR 14:080, Section 4(6).

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 DFES 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 DFES shall 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 DFES shall be limited to emergency scene and intercept and shall not include any non emergency inter-facility or convalescent transportation or transfers.

F. The DFES shall, in its sole and absolute discretion, determine whether the circumstances are appropriate for it to respond to a mutual aid request from Mediport.

G. Response by Mediport shall not include any emergency scene response, unless requested by DFES pursuant to the Agreement.

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

I. DFES and Mediport 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).

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 their respective employees 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 that to the extent allowable by law and without waiving sovereign immunity or other third party defenses, to indemnify and hold harmless the other party, its employees, agents, successors and assigns, and elected or appointed officials 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.

6. The parties further mutually agree to resist or defend any claim or proceeding against the other party, its employees, agents, successors and assigns, and elected or appointed officials, by counsel, reasonably satisfactory to the defended party, arising directly or indirectly from the acts or omissions of their respective employees.

7. The term of this agreement shall for a period of five (5) years 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 the Urban County Government:

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

For notices to Mediport:

Steve Morris  
Mediport LLC  
425 Sky View Dr.  
Paris, Kentucky 40361

8. This agreement is not transferable upon a change of ownership in Mediport.

9. This agreement is null and void upon Mediport's loss of or inability to obtain either its CON or license.

10. DFES is the sole receiver and responder to 911 calls.

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:

\_\_\_\_\_  
MEREDITH NELSON, COUNCIL CLERK

Mediport LLC

BY: Steve Norris

TITLE: Director

STATE OF KENTUCKY     )  
  )  
COUNTY OF FAYETTE    )

Subscribed, sworn to and acknowledged before me by  
Donna Perry, for and on behalf of American Medical Response, on  
this the 5th day of May, 2014.5

My commission expires: Jan 16, 2017

[Signature]  
NOTARY PUBLIC, STATE AT LARGE,  
KENTUCKY

00443049