MUTUAL AID AGREEMENT

University of Kentucky for and on behalf of its UK HealthCare EMS and Lexington-Fayette Urban County Government for and on behalf of the Lexington Fire Department

PURPOSE

This Mutual Aid Agreement (the "Agreement") between the University of Kentucky for and on behalf of its UK HealthCare EMS ("UK EMS") and Lexington-Fayette Urban County Government for and on behalf of the Lexington Fire Department ("LFD") will allow the respective agency, when requested, to enter the other agency's jurisdiction to provide assistance in the event of mass causality incidents, emergency conditions, natural disasters, or other appropriate situations for which assistance is requested. Herein, each of UK EMS and LFD are referred to as an "EMS agency" and either may be the "requesting" or the "receiving" EMS agency.

RIGHTS, DUTIES, AND RESPONSIBILITIES

1. Whenever the on-duty Commander of the EMS agency, which is party to this Agreement, feels it is advisable to request assistance from the other EMS agency, which is party to this Agreement, he/she 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; or

(e) Situations of non-emergent transport from a skilled facility to a skilled facility (to be performed only by UK EMS subject to the terms herein).

2. Requests for mutual aid under this Agreement will generally be coordinated through the University of Kentucky's UK HealthCare Communication Center **(859) 323-6215** and Lexington-Fayette County Urban Government Communications Center **(859) 258-3600**. Radio communication between EMS agencies may be conducted via the V-Tach 11 mutual aid frequency – **151.1375 MHZ** – or through designated frequencies assigned for the incident.

3.1 The representative of the EMS agency 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; establish that procedures support this Agreement or support local, regional or national response Plans; and

(c) make sure the apparatus and personnel requested are dispatched from the station closest to the incident and with the instructions/directions for the mission.

3.2 UK EMS will identify its responding ambulance(s) as “UK 1-7”.

4. The rendering of assistance under the terms of this Agreement shall not be mandatory, but the EMS agency receiving the request shall immediately inform the EMS agency requesting aid if assistance cannot be rendered for any reason. Each party shall perform hereunder in compliance with all applicable local, state, and federal laws, statutes, and regulations, including but not limited to the Health Insurance Portability and Accountability Act (“HIPAA”).

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

6. If the senior representative of the requesting EMS agency requests a representative of an assisting EMS agency to assume command, he/she shall not, by relinquishing command, be relieved of responsibility for the operation of the mission.

7. The representatives of the assisting EMS agency shall be empowered to provide patient care under the procedures and protocols in effect in assisting EMS agency's jurisdiction and shall not be outside the EMS agency’s scope of practice as established by the Kentucky Board of EMS. Without either party waiving any rights, privileges, and immunities available to it, any disputes arising over the delivery of direct patient care will be decided by on-line Medical Control.

8. Each EMS agency will maintain records on patients in which treatment is provided by their personnel. The EMS agency providing assistance, in accordance with all applicable State and Federal laws, agrees to share incident and patient information which may be necessary to mitigate the incident.

LIABILITY

The EMS agency or its members rendering aid pursuant to this Agreement shall not be held liable for any act or omission made in good faith on the part of such EMS agency or member while so engaged, or on account of maintenance or use of any equipment or supplies in connections herewith.

COMPENSATION

Each EMS agency agrees to provide compensation to the members of its own EMS agency and will not hold the undersigned, the respective departments, employees, or governmental bodies, responsible for compensation of services, damages, or injuries which may arise while providing aid to the requesting EMS agency.

FINANCE

Each EMS agency 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 agreed to by the parties. Each EMS agency receiving aid under this Agreement agrees that the EMS agency rendering aid may bill the patient or the patient's third-party payer, as appropriate, at the assisting EMS agency's prevailing rate for supplies, equipment, transport and other services.

SEVERABILITY

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.

IMPLEMENTATION

This Agreement shall be effective to each of the participating EMS agencies as of the date upon which this Agreement is signed by a duly authorized official of each EMS agency. This Agreement shall continue in force and remain binding on each respective EMS agency until termination by mutual agreement of the parties hereto or by written notice of one party to the other party giving thirty (30) days' prior written notice of said termination. This Agreement replaces and supercedes any prior agreement(s) between the parties as to the subject matter contained herein.

I, the authorized representative for the **University of Kentucky for and on behalf of UK HealthCare EMS**, do hereby agree to the above Mutual Aid Agreement. This Agreement will remain in force until terminated or replaced by another agreement.

_____ _____
Date

Attest:

_____
Sharon Bell, Administrative Coordinator

I, the authorized representative for **Lexington-Fayette Urban County Government for and on behalf of the Lexington Fire Department**, do hereby accept this signed Mutual Aid Agreement from the above service and understand that it will remain in force until terminated or replaced by another agreement.

_____ _____

Linda Gorton, Mayor Date

Attest:

_____

Council Clerk