

Emergency Medical Services Mutual Aid Agreement

As used in this section, the following words shall have the following meanings unless the context requires otherwise:

A. **Agreement:** the statewide ambulance service agreement established in this section is also referred to as the "Mutual Aid."

B. **Authorized Representative:** Ambulance Service President, Owner, Chief Operations Officer, or Representative.

C. **Incident:** An event, emergency (natural or human-made) that depletes a service's resources or exceeds the response capabilities.

D. **Mutual Aid:** An agreement between emergency responders to lend assistance across jurisdictional boundaries. The request may occur due to an emergency response that exceeds local resources.

E. **Requesting Party:** A party that requests aid or assistance from another party under the agreement.

F. **Sending Party:** A party that renders aid or assistance to another party under the agreement.

1. This contract shall be a statewide agreement creating a framework for the provision of mutual aid agreement among the parties to the agreement in the case of an incident. The assistance to be provided under the agreement shall include, but not be limited to, emergency medical services, standby coverage, emergency response, or patient transportation. This agreement shall consist of all ground ambulance services.

2. Each transporting service shall have at least 2 signed mutual aid agreements to allow for continuous coverage within the service areas at all times as defined in the current EMS Rules. This coverage shall be at the same or higher level of licensure of the requesting service. Signed contracts must be submitted and on file with the Section of EMS.

3. The service that receives a request for mutual aid assistance shall provide, if available, reasonable and practicable, the resources requested; provided, however, that a sending party may withhold requested resources to the extent necessary to provide reasonable protection and coverage for its service area.

4. No party shall make claims against another party for refusal to send the requested resources where such refusal is based on the responding party's judgment that such resources are either not available or are needed to provide reasonable protection and coverage for its service area.

5. While providing mutual aid under this agreement, employees of a sending party shall: be afforded the same powers, duties, rights, and privileges as they are afforded in the sending party's service area as defined in the Arkansas EMS Rules.
6. The requesting party shall not be responsible for any claims by third parties for property damage or personal injury that may arise out of the sending party's activities or its employees, agents, or assigns, including travel, while providing mutual aid/backfill assistance under the agreement.
7. This contract shall not affect, supersede or invalidate any other agreements, statutes, or regulations.

This agreement shall be in full force and effect upon execution by all Parties hereto. This agreement shall remain in effect for four (4) years unless canceled by any Party by giving thirty days written notice to the Section of EMS, or one of the services are no longer in business. The agreement may be amended by agreement of all of the Parties.

IN WITNESS THEREOF, the following Parties have duly executed this Agreement:

By:

Authorized representative: _____ Date: _____

Requesting Ambulance Service: _____ Date: _____

Authorized representative: _____ Date: _____

Agreeing Ambulance Service: _____ Date: _____