

EMERGENCY MEDICAL SERVICES MUTUAL AID AGREEMENT

THIS AGREEMENT is made and entered into by the City of Schertz EMS a licensed Texas Department of State Health Services EMS Provider and Acadian Ambulance a licensed Texas Department of State Health Services EMS Provider for the provision of Mutual Aid during times of peak overload of Emergency Medical calls.

SCOPE OF AGREEMENT

1. The parties agree that a request for Mutual Aid will be made only when an emergency occurs in the area within the jurisdiction of any party hereto and local resources may be inadequate to control and respond to that emergency.
2. The parties agree to provide, upon request of the other party, such equipment and trained personnel as may be requested, unless such action would prevent or disrupt adequate service and/or protection of its own area of jurisdiction and responsibility.
3. If Mutual Aid resources are being requested to supplement a provider's resources already on scene such as a multi-casualty incident, the requested party will use normal Incident Command protocol and report to the Incident Commander upon arrival for assignment.
4. Requested resources will respond and operate under the Medical Protocols and Standard Operating Procedures in place for their organization regardless of what jurisdiction they are in.

POLICIES

Each Party hereto agrees:

1. To maintain the work force and equipment sufficient to respond and control emergency calls of the type and magnitude which are likely to occur in its jurisdiction.
2. To provide and maintain an emergency action plan for activating their personnel and resources within their jurisdiction.
3. To establish procedures for response and control of emergencies in its own jurisdiction.
4. To be responsible for its own costs and expenses, even those incurred as a result of participation in this agreement. The requested provider may bill the customers serviced as a result of this agreement their usual and customary charges as applicable by law.

5. To be responsible and liable for only the actions of its own employees and resources while participating in this agreement.

TERM OF AGREEMENT

This agreement shall be in place for a period of two (2) years commencing on the date of the signatures set forth below, unless cancelled in writing by either party with at least thirty (30) days notice. Unless either party objects, this agreement shall then be automatically renewed for consecutive two-year periods.

COMPLIANCE WITH APPLICABLE LAWS

All parties agree to observe and comply with all Federal, State, and local laws, rules, ordinances and regulations that in any manner may affect or be applicable to the services herein provided.

ENTIRE AGREEMENT

This agreement supercedes any and all other agreements, either oral or in writing between the parties hereto with respect to the subject matter hereof, and no other agreement, statement of promise relating to the subject matter of this agreement which is not contained herein shall be valid or binding.

Acadian Ambulance

Christopher J. Cirillo
Title Vice President

09.15.09
Date

City Of Schertz EMS

Justin West
Title EMS Director

09/15/09
Date