JOPLIN/JASPER COUNTY EMERGENCY HEALTHCARE COALITION

INTERAGENCY MUTUAL AID AGREEMENT

WHEREAS, the members of the Joplin/Jasper County Emergency Healthcare Coalition have deemed it to be in their best interests to enter into a mutual aid agreement to provide for mutual cooperation in the event of a disaster or emergency; and,

WHEREAS, each member entering into this compact recognizes that many emergencies, including, but not limited to, natural disasters, technological hazards, man-made disasters, civil emergency aspects of resources shortages, community disorders, insurgency, or terrorist attack, transcend normal organizational responsibilities and that coordination among members is essential in managing emergencies; and,

WHEREAS, it is desirable that each of the parties hereto should assist one another when an emergency occurs by providing available resources including, but not limited to, equipment, supplies or personnel, and,

NOW, THEREFORE, THE MEMBERS OF THE JOPLIN/JASPER COUNTY EMERGENCY MEDICAL COALITION SIGNING THIS AGREEMENT DO OFFICIALLY AGREE AS FOLLOWS:

**Section 1**

# Purpose and Scope of Agreement

This Agreement is made in recognition of the fact that natural disasters, technological hazards, man-made disasters, and civil emergencies,may result in conditions that exceed the resources, equipment, supplies and personnel of local agencies responsible for community health. Each member of the Joplin/Jasper County Emergency Healthcare Coalition (J/JC-EHC) which signs a copy of this Agreement has and does express its intent to aid and assist the other participating agencies during an incident, by assigning available resources, equipment, supplies and personnel to the affected agency as circumstances permit and in accordance with the terms of this Agreement. The specific intent of this Agreement is to safeguard the health, safety and welfare of the public during an incident, by enabling other agencies to provide additional resources, equipment, supplies and personnel as needed, and it is contended that mutual aid emergency assistance would be beneficial to all parties hereto.

This Agreement does not supersede other mutual aid agreements addressing other issues that may be in place between agencies.

# Section 2

# Definitions

For the purpose of this Agreement, the following terms are defined as follows:

*Agreement*: This Interagency Mutual Aid Agreement; participating agencies may become a party to this Agreement by executing a copy of this Agreement and providing a copy with original signatures and authorizing resolution(s).

*Assisting Party:* The participating agency furnishing equipment, resources, supplies and/or personnel to the Requesting Party under this Agreement.

*Closed Point of Dispensing (POD)*: Participating businesses, industry, schools (Universities), Assisted Living Facilities, Hospitals, etc., that have agreed to dispense medications to their staff members and direct family members during a mass dispensing event. [also known as a Private POD].

*Consumable:* Supplies such as fuel, medical supplies, vaccine, office supplies, shelter supplies, inspection services supplies, etc.

*Disaster*: An occurrence or threat of widespread or severe damage, injury, illness, or loss of life or property resulting from natural or man-made cause, including, but not limited to, fire, flood, snowstorm, ice storm, tornado, windstorm, wave action, oil spill, water contamination, utility failure, hazardous peacetime radiological incident, major transportation accident, hazardous materials accident, epidemic, air contamination, blight, drought, infestation, explosion, or hostile military action or paramilitary action, or similar occurrences resulting from terrorist activities, riots, or civil disorders.

*Emergency:* A condition of disaster or extreme peril to the safety of persons and property; a natural or man-made situation that threatens the health, safety and welfare of the public, that exceeds the physical and organizational capabilities of a local agency or community.

*Equipment:* Durable equipment such as vehicles, trailers, mosquito fogging machines, medical equipment (thermometers, durable shelter supplies, etc.).

*Incident:* An occurrence, either human-caused or by natural phenomena, that requires action by emergency response personnel to prevent or minimize loss of life or damage to property and/or natural resources.

*Mutual Aid*: A definite and prearranged written agreement between agencies and/or jurisdictions whereby regular response and assistance as defined in this agreement, is provided in the event of a natural or man-made emergency.

*National Incident Management System (NIMS):* The National Incident Management System (NIMS) provides a systematic, proactive approach to guide departments and agencies at all levels of government, nongovernmental organizations, and the private sector to work seamlessly to prevent, protect against, respond to, recover from, and mitigate the effects of incidents, regardless of cause, size, location, or complexity, in order to reduce the loss of life and property and harm to the environment.

*Point of Dispensing (POD):*  Community locations where the public receives prophylactic medications during a mass dispensing event.

*Provider:* Closed POD (medication) Dispensing Site.

*Requesting Party:*  The participating agency requesting aid in the event of an Emergency or Disaster who, due to insufficient resources, supplies, equipment and/or personnel is unable to provide an adequate response to an emergency without the assistance of others.

# *Resources:*  Personnel and equipment available, or potentially available, for assignment to incidents or to EOC’s. Resources are described by “kind” and “type” and may be used in tactical support or supervisory capacities at an incident or at EOC’s.

*Senior Agency Official:* The highest ranking official of the requesting agency.

*Strategic National Stockpile (SNS):* The cache of medical supplies and equipment purchased and owned by the federal government for use in responding to catastrophic medical emergencies.

**Section 3**

**Eligibility for Reimbursement**

All costs incurred pursuant to rendering of equipment, supplies or manpower under terms of this agreement shall be tracked and documented by the responding agency. This documentation shall commence at the en route time of the responding party. This documentation shall be provided to the requesting party at the conclusion of the event. Reimbursement, if any, will be negotiated at the time of the incident as mutually agreed upon by both parties.

To be eligible for reimbursement, the mutual aid assistance should have been requested by the Requesting Party.

**Section 4**

**Requesting Mutual Aid**

It is expected that requests for mutual aid under this Agreement will be initiated only when the needs of the requesting agency exceed its resources. Assisting agencies will be released and returned to their own agency or jurisdictions as soon as the situation is restored to the point where the requesting agency is able to satisfactorily handle the situation with its own resources, or when an assisting agency decides to recall its assistance.

Whenever an incident is of such magnitude and consequence that it is deemed advisable by the senior agency official present, of the requesting agency, to request assistance from an assisting agency, he/she or their designated representative is hereby authorized to do so, under the terms of this mutual aid agreement.

# Section 5

# Indemnity, Liability and Employee License

Each participating agency shall assume sole responsibility for its own employees, as provided by state or federal law and/or local ordinance, and for providing personnel benefits, including benefits that arise due to injury or death, to its own employees as required by state or federal law. Each participating agency shall be responsible for repairing or replacing any damage to its own vehicles or equipment that occurs while providing assistance under this Agreement.

Each party to this agreement shall defend, indemnify and hold harmless all other parties to this Agreement from and against any and all liability, loss, expense, attorney fees, or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the party, its officers, agents, or employees.

All parties agree to keep and maintain in full force and effect worker’s compensation insurance and general liability insurance and provide proof of the same to the other parties upon request.

Agency officials shall ensure that all of their personnel shall have all applicable licenses/permits as required by law to perform their duties.

**Section 6**

**No Liability For Failure To Respond**

No parties to this agreement shall be liable to any other for failure to respond to any call by any other, or delay, negligence or mistake in receiving or responding to any call, nor shall this Agreement ever be interpreted as being an agreement for the benefit of any third person.

**Section 7**

**Types Of Mutual Aid**

Mutual aid work covered by this Agreement includes, but is not limited to, the following:

* Mass Shelter Assistance (per the Joplin-Jasper County American Red Cross General Population Shelter-Community Support Plan).
* Mass Prophylaxis/Vaccination event assistance, including implementation of the Strategic National Stockpile (SNS) (per Annex H of Appendix 7 Joplin-Jasper County Plan For Mass Prophylaxis: Distributing And Dispensing The Strategic National Stockpile and any additional federal or state requirements specific to the emergency event). SNS activation for Closed POD sites includes a separate Closed POD Site agreement.
* Mass Casualty event assistance (surge capacity) events.
* Other significant emergency impacting community health.

# Section 8

# Confidentiality

 The confidentiality of patients and patient information will be maintained as written and enforced by the Health Insurance Portability and Accountability Act (HIPAA).

**Section 9**

**Adoption**

This Agreement shall be in full force and will be in effect when approved and executed by a representative of a participating agency who has the legal authority to sign and enter into this Agreement on behalf of his/her agency.

**Section 10**

# Termination

Any participating agency may withdraw from this Agreement upon giving sixty (60) days written notice addressed to each of the other participating agencies.

**Section 11**

**Period of Agreement**

By the signatures below, on behalf of a given J/JC-EHC member, such member

agrees that it will participate in the Joplin/Jasper County Emergency Healthcare Coalition Interagency Mutual Aid Agreement with all other signatory members effective April 1, 2013, or on the date of execution whichever occurs last under the terms and conditions set forth above.

This Agreement shall be in effect for a term of three (3) years from the date of the last signature executed below, and shall automatically renew annually thereafter. The agreement may be modified at any time by a written amendment signed by all parties.

IN WITNESS WHEREOF this agreement has been executed and approved and is effective and operative as to each of the parties as herein provided.

Name of Organization:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Street Address:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

City, State, Zip Code\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of Organization Official:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of Organization Official:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date:\_\_\_\_\_\_\_\_\_\_\_\_

1-22-13