

# **Mutual Aid Agreements**

## **Piney Woods Regional**

### **Advisory Council**

#### **TSA-G**

### **Emergency Medical Services**

#### **Mutual Aid**

### **Memorandum of Understanding**

#### **1. Introduction and Background**

As in other parts of the nation, Trauma Service Area G (Anderson, Camp, Cherokee, Franklin, Freestone, Gregg, Harrison, Henderson, Houston, Marion, Panola, Rains, Rusk, Shelby, Smith, Trinity, Upshur, Van Zandt and Wood counties) is susceptible to disasters, both natural and man-made, that exceed the resources of any individual Emergency Medical Service. A disaster could result from incidents generating an overwhelming number of patients, a smaller number of patients with specialized medical requirements (i.e. acts of terrorism or mass casualty incidents, ect..) or from incidents such as an internal disaster at a healthcare facility requiring partial or complete evacuation.

#### **2. Purpose of Mutual Aid Memorandum of Understanding**

The mutual aid support concept is well established and considered “standard of care” in most emergency response disciplines. The purpose of this mutual aid support agreement is to aid TSA-G Pre-hospital care provider agencies with fostering communications, and sharing of resources, personnel, and equipment to effectively manage a disastrous event. This Mutual Aid Memorandum of Understanding (MOU) is a voluntary agreement among TSA-G Emergency Service Agencies.

For the purpose of this MOU, a **Disaster** is defined as a catastrophic incident that **exceeds the effective response capability** of the healthcare community. An incident of this magnitude will almost always involve multiple emergency management, healthcare agencies, and local public health. **This MOU assumes that each affected agency's emergency management plan has been fully implemented.**

It is expressly understood that any Mutual Aid extended under this agreement is furnished in accordance with the **"Texas Disaster Act"** and other provisions of law, and except as otherwise provided by law; the responsible local official in whose district an incident requiring Mutual Aid has occurred shall remain in charge at the incident, to include the direction of personnel and equipment provided to him/her through the operation of this agreement.

### **3. Definition of Terms**

**Agreement** – this Mutual Aid Memorandum of Understanding

**Assisting Agency** – agency providing equipment, supplies. Services and/or personnel to the requesting agency.

**Disaster** – an overwhelming emergency incident either natural or manmade that exceeds the effective response capability.

**Emergency Incident** -any occurrence, whether natural or manmade, in war or in peace, which results in substantial injury or harm to the population.

**Mutual Aid** – includes, but not limited to, such resources as equipment, supplies, services and personnel.

**Requesting Agency** – the agency requesting aid in the event of a disaster or emergency incident.

#### **4. Agency Emergency Management Plan**

Each agency shall develop and maintain an emergency response plan for its designated response area to provide for emergency and/or disaster mitigation, preparedness, response, and recovery, in accordance with Chapter 418 of the Texas Government Code. The emergency plan shall incorporate the use of available resources, including personnel, equipment and supplies, necessary to provide and/or receive Mutual Aid.

#### **5. Activation of the Mutual Aid Memorandum of Understanding**

This MOU may be activated by the Affected Agency, or his/her designee making the request for Mutual Aid after he/she has the determination:

- A. An imminent threat of an emergency that is predicted to exceed local capabilities; and/or
- B. The occurrence of a catastrophic event that has exceeded or is predicted to exceed response capabilities.

#### **6. Procedures for Request and Provisions of Mutual Aid**

The Affected Agency may request Mutual Aid Assistance by:

- A. Submitting a written request for assistance to and assisting Agency.
- B. Oral communicating a request for Mutual Aid assistance from an Assisting Agency, this shall be followed by a written request within 24 hours or as soon as physically possible.

Mutual Aid shall not be requested by an Agency unless directly related to the Disaster or Emergency Incident, and resources available from normally responding agencies to the affected area are deemed to be inadequate, or are predicted to be expanded prior to the resolution of the incident.

The local designated person from the Affected Agency must make all request for Mutual Aid Assistance.

**A. Request Directly to the Assisting Agency:**

The requesting Agency may directly contact the Emergency Management Director of the Assisting Agency, or his/her designee and provide the necessary information as described in this document, Section 5, A, B.

**B. Required Information from Requesting Agency:**

1. A general description of the event, injuries sustained, or threatened;
2. Identification of the emergency service function or functions for which assistance is needed;
3. The amount and type of personnel, equipment, supplies needed and a reasonable time estimate of the time each will be needed;
4. The location(s) which the resources are to be dispatched;
5. The name and contact information of a representative of the requesting agency to meet the personnel and equipment of any Assisting Agency to which resources are dispatched.

**C. Assessment of Availability of Resources and Ability to Render Aid**

1. When contacted by a Requesting Agency, the Assisting Agency agrees to assess local resources to determine the availability of personnel, equipment, supplies and other assistance based on current or anticipated needs.
2. The assisting Agency(s) shall render assistance to the extent that personnel, equipment, supplies, and/or other requested resources are deemed available.
3. No Agency shall be required to provide Mutual Aid unless it determines that it has sufficient resources to do so based on current or anticipated events within its own response district.

#### **D. Information Required of the Assisting Agency:**

1. An Emergency Management Director of his/her designee who determines that the Assisting Agency has available personnel, equipment, or other resources, shall notify the Requesting Agency and provide the following information, to the extent known:
  - a. A complete description of the personnel and their expertise and capabilities, equipment, and other resources to be furnished to the Requesting Agency;
  - b. The estimated length of time the personnel, equipment, and other resources will be available;
  - c. The name of the person or persons to be designated as supervisory personnel;
  - d. The estimated time of arrival for the assistance to be provided at the designated location.

#### **E. Supervision and Control**

1. When providing assistance under the terms of this agreement, the personnel, equipment, and resources of any Assisting Agency will be under the operational control of the Requesting Agency, the response effort to which SHALL be organized and functioning within the Incident Command Center (ICC).

## **F. Mutual Aid Plan**

1. By Participating in the Piney Woods Regional Advisory Council, Trauma Service Area G, each Agency certifies that it will provide Mutual Aid assistance in accordance with the Trauma Plan of the TSA-G unless otherwise specifically stated.
2. Each Agency will incorporate this TSA-G Mutual Aid MOU into their Emergency Response Plan, which shall specify those positions authorized to activate this agreement.

## **G. Terms of Deployment**

1. The initial duration of the request for assistance will be specified by the Requesting Agency, to the extent possible, defendant upon the nature of the Emergency Incident or Disaster.

## **H. Incident Summary Report**

1. The Requesting Agency will be required to submit an After Action Event Summary Report, and provide a copy to each Assisting Agency after a multiple agency disaster.
2. The After-Action Event Summary Report shall, as a minimum, include;
  - a. Chronological listing of events.
  - b. Description of personnel, equipment, and other resources provided by one Agency or another.

## **7. Entirety**

- A. This Mutual Aid MOU contains all commitments and agreements of the Agencies with respect to the Mutual Aid to be rendered here under during or in connection with a disaster.

## **8. Termination**

- A. Any Agency may decline to participate in the provision of this Mutual Aid MOU by not signing the Emergency Medical Services Mutual Aid Memorandum of Understanding form attached.

## **9. Payment of Services**

- A. The Requesting Agency assumes no responsibility for medical direction to medical service personnel provided by the Assisting Agency. The Assisting Agency agrees to Assume all responsibility and liability for medical direction to its medical service personnel. Requesting Agency Assumes no responsibility or liability for payment to Assisting Agency for services rendered under the terms of this Agreement and Assisting Agency agrees to hold Requesting Agency harmless for payment for any and all services provided to individuals or organizations under the terms of this Agreement. The assisting Agency agrees to look directly to individuals or organizations served by Assisting Agency for payment for services rendered under the terms of this Agreement.



## 10. Liability Insurance

- A. Each party, at its sole cost and expense, will secure and maintain in full force and effect at all times during the continuation of this Agreement a policy or policies of public liability insurance covering such Party, its officers, employees and agents against loss, liability or expense for personal injury, death, property damage or other injury arising out or occurring in connection with the activities of such Party hereunder as well as covering malpractice or a similar claim. The Assisting Agency shall in all events, save and hold harmless the Requesting Agency from any and all liability, obligations, debts, charges or Judgements arising from injuries, all property damage attributable to Assisting Agency activities while engaged in the performance of its duties under this Agreement. The Requesting Agency shall in all events, save and hold harmless Assisting Agency from any and all liabilities, obligations, debts, charges or judgements arising from injuries, all property damage attributable to Requesting Agency activities while engaged in the performance of its duties under this Agreement.

File: EMS-MOU 1/06

Revised April 16, 2021

Piney Woods Regional Advisory Council

TSA -G

Emergency Medical Services

Mutual Aide

Memorandum of Understanding

Signature Page

By signing this Mutual Aide Memorandum of Understanding the undersigned Emergency Medical Services administrator is evidencing intent to use best reasonable efforts to abide by the terms of this document in the event of an Emergency Incident or Disaster. The terms of this Mutual Aide Memorandum of Understanding are to be incorporated into the Emergency Medical Services Agency's emergency management plan.

This MOU is effective the date of director, assistant director and/or administrator's signature.

An agency may resend its intent to participate within the scope of this agreement with a 30-day written notice to the TSA-G Piney Woods Regional Advisory Council and all participating Agencies.

Any problems or issues that arise with respect of this agreement will be resolved at the lowest level possible, or with third party arbitration, if necessary.

Name of Agency: \_\_\_\_\_

Physical Address: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Name of Administrator (Print): \_\_\_\_\_

Director/Assistant Director and/or Administrator's Signature:

\_\_\_\_\_

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

MOU will remain on file in the office of TSA-G  
MOU will meet a Deliverable for Bioterrorism Year 4 Funds

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