

Public Health Mutual Aid Agreements: Making it Happen

September 2011



Cambridge Public Health Department
Cambridge Health Alliance



The development of this product was supported by Grant/Cooperative Agreement Number U50/CCU302718 from the Centers for Disease Control and Prevention (CDC) through the National Association of County and City Health Officials (NACCHO). Its contents are solely the responsibility of the authors and do not necessarily represent the official views of CDC or NACCHO.

Acknowledgements

Updates and revisions made to this toolkit in September 2011 were sourced from “Public Health Mutual Aid Agreements – A Menu of Suggested Provisions” developed by Daniel D. Stier, J.D., and Melisa L. Thombly, J.D. of the Public Health Law Program in the Office of the Chief of Public Health Practice at the Centers for Disease Control and Prevention. “Public Health Mutual Aid Agreements – A Menu of Suggested Provisions” was developed in cooperation with CDC’s Coordinating Office for Terrorism Preparedness and Emergency Response assisted by a panel of public health and legal experts convened at an international workshop in Chicago, Illinois on August 23-24, 2007.

The document is available online: <http://www2.cdc.gov/phlp/mutualaid/mutualinventory.asp>

Contributors

This product was originally created by the Cambridge, Massachusetts Advanced Practice Center and was updated by the San Francisco Bay Area Advanced Practice Center (SF Bay Area APC) in September 2011. The revised content does not necessarily reflect the views or opinions of the original authors.

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Introduction

What is a Public Health Mutual Aid Agreement?

Mutual aid agreements, also referred to singularly as a “memorandum of understanding” (MOU) or a “memorandum of agreement” (MOA) can be effective tools in assisting State, Local, and Territorial health departments to share information, data, supplies, equipment, personnel or other resources during public health emergencies or other events.

Mutual aid agreements can be developed for and between Federal, State, Local or Territorial agencies for both emergency and non-emergency situations. Mutual aid agreements can also be developed with the business sector and community organizations.

This document provides basic guidance for developing a mutual aid agreement and descriptions for different provisions. For additional resources please reference the CDC’s “Public Health Mutual Aid Agreements – A Menu of Selected Provisions,” which includes sample language for each provision. It can be found online at: <http://www2.cdc.gov/php/mutualaid/mutualinventory.asp>

The CDC also houses a comprehensive inventory of example mutual aid agreements including international, interstate, intrastate, and tribal agreements. They are available for download online at: <http://www2.cdc.gov/php/mutualaid/MutualResources.asp>

The Anatomy of a Public Health Mutual Aid Agreement

The Centers for Disease Control and Prevention suggest that mutual aid provisions be organized within sections under the following headings:

- Agreement Purpose or Background
- Organization and Coordination
- Request and Response Procedures
- Licenses and Permits
- Liability, Immunity, and Indemnity
- Costs and Reimbursement
- Legal Scope or Effect
- Workers’ Compensation, Death Benefits, and Insurance
- Dispute Resolution
- Fees, Funding, and Appropriations
- Supplemental Agreements or Parties
- Amendments
- Effective Date, Term of Agreement, and Withdrawal
- Signatories
- Definitions

Disclaimer

THE INFORMATION CONTAINED IN THIS TOOLKIT DOES NOT CONSTITUTE LEGAL ADVICE. USE OF ANY PROVISIONS OR LANGUAGE CONTAINED WITHIN THIS DOCUMENT SHOULD BE CONTEMPLATED ONLY IN CONJUNCTION WITH ADVICE FROM LEGAL COUNSEL. PROVISIONS MAY NEED TO BE MODIFIED, REPLACED, OR EXCLUDED TO ENSURE

COMPLIANCE WITH RELEVANT LAWS AND REFLECT THE INTENT OF THE PARTIES ENGAGING IN AN AGREEMENT. THIS TOOLKIT IS MEANT ONLY AS A GUIDE AND STARTING POINT FOR ORGANIZATIONS SEEKING TO DEVELOP PUBLIC HEALTH MUTUAL AID AGREEMENTS.

Public Health Mutual Aid Agreements: Frequently Asked Questions

Why mutual aid for public health?

Public health involves first responder responsibilities, much like police and fire departments. The mutual aid agreement makes it possible for public health to enjoy similar support from communities for events that overwhelm local capacity. Communities agree to consider requests under the mutual aid agreement and provide assistance to their colleagues when able.

Our health department is great. Why would we need to sign up for help from other communities?

Everyone is likely to need help at one time or another. That is why communities have mutual aid for fire and police.

Do we have to send our staff?

Most agreements specify that the provision of aid is voluntary. Communities are asked to consider the request, and send assistance as they are able. An agreement should require that requesting agencies be as specific as possible about the type of support they need and the length of time it is needed. This information will aid other communities in determining their response.

I heard that there is legislation for mutual aid. Why not use that legislation?

The existing legislation creates a mutual aid agreement between states for a declared state of emergency or major disaster. Developing additional public health mutual aid agreements can permit communities to request support from each other for events that overwhelm local capacity, but may not rise to the level of a state of emergency.

How will someone from another organization know what to do in our community?

Staff from other communities will operate under the direction of staff of the receiving community. Mutual aid agreements generally ask that requesting communities be specific about the scope of work they will require from sending communities.

How does this work for employment and liability issues?

Any person responding to a mutual aid request remains an employee of his or her own (sending) organization even while working in another community. Each agency, sending or receiving, is responsible for its own employees' wages, benefits, and similar obligations. Most agreements also stipulate that each employer is responsible for the acts of their own employees. This is consistent with fire and police mutual aid agreements.

What about reimbursement?

Most agreements have no provisions for automatic reimbursement for the provision of mutual aid. Organizations may negotiate reimbursement as part of a mutual aid request.

SECTION 1: AGREEMENT PURPOSE OR BACKGROUND

The “Purpose” or “Background” portion of an agreement should serve to introduce the nature of the agreement, including the participating organizations, reason for the agreement, and any relevant legal authority. This section does not usually set out the actual agreement, but instead informs the reader why such an agreement is being sought and what benefits it might bring participating organizations.

SECTION 2: ORGANIZATION AND COORDINATION

This section should contain provisions that address the successful implementation and maintenance of the agreement being developed between organizations. The parties involved may want to appoint a working group or other points of contact within their organizations that are responsible for monitoring and coordinating activities related to the agreement. This section may also contain provisions that require information exchange, regular meetings, drills, or exercises aimed at testing and maintaining the agreement.

SECTION 3: REQUEST AND RESPONSE PROCEDURES

This section should contain provisions that detail the steps to be taken when aid is being requested by a participating organization. This section should also include details regarding at what point aid can be withdrawn or withheld from the requesting agency. This section might also contain provisions related to the speed and timing for which aid can be expected to be deployed.

SECTION 4: LICENSES AND PERMITS

Most licenses, permits, certificates, and other credentials are controlled by state law. For agreements made between states, or between local jurisdictions in different states, provisions for ensuring that credentials are still viable for personnel from the sending organization should be included. The Emergency Management Assistance Compact (EMAC) for interstate mutual aid provides for licenses, certificates, and permits from one state to be deemed valid in a state requesting aid if the person holding those credentials is requested to “render aid involving such skill to meet a declared emergency or disaster, subject to such limitations and conditions as the governor of the requesting state may prescribe by executive order or otherwise.” For agreements that may be activated in non-emergency situations, similar legal authority should be sought for ensuring the viability of out-of-state credentials.

SECTION 5: LIABILITY, IMMUNITY, AND INDEMNITY

There are a number of constitutional provisions and statutes, including tort claims acts, volunteer protection acts, Good Samaritan laws, and emergency response statutes such as EMAC that play a critical role in determining issues of liability, immunity, and indemnity. EMAC Article VI and the ESAR-VHP Legal and Regulatory Issues Report are excellent starting points for analyzing these legal issues. The role of legal counsel is particularly important for these types of provisions.

SECTION 6: COSTS AND REIMBURSEMENT

Federal and State laws will impact provisions that are developed for reimbursement of sending organizations. In declared emergencies, EMAC Article IX provides that a responding state is entitled to reimbursement of costs from a receiving state. For other types of agreements provisions for reimbursement may or may not be necessary. A provision that calls for cost-sharing or reimbursement issues to be addressed at the time of a request for aid may be included.

SECTION 7: LEGAL SCOPE OR EFFECT

While the legal scope or effect of an agreement may inherently be accounted for in other provisions, it may be advisable to include this type of provision in certain agreements. The CDC notes that it may be advisable to address the impact of U.S. Constitution Article I, section 10, clause 3, which states that “No state shall, without the consent of Congress,... enter into any agreement or compact with another state, or with a foreign power...” An agreement between states or between a state and a Canadian province or Mexican state will need to ensure there is no legal conflict inherent in their agreement.

SECTION 8: WORKERS’ COMPENSTATION, DEATH BENEFITS, AND INSURANCE

Most states are self-insured and the majority of existing agreements, including EMAC, state that each state will be responsible for their own workers’ compensation and death benefits, even when those workers are working in an emergency capacity in another jurisdiction. Other types of organizations will want to work closely with legal counsel to ensure that all issues relating compensation, benefits, and insurance are in accordance with existing laws and agreements.

SECTION 9: DISPUTE RESOLUTION

This type of provision is not generally required in an agreement, but depending on the nature of the agreement and organizations involved, it may be advisable to determine a mechanism for the resolution of disputes. The CDC notes, however, that some states and jurisdictions are prohibited by law from consenting to binding arbitration as a dispute resolution mechanism. Legal counsel should be consulted.

SECTION 10: FEES, FUNDING, AND APPROPRIATIONS

Parties involved in an agreement may want to include language specifying, what, if any, funding they are willing to seek or appropriate for costs related to the agreement. Some government entities are prohibited from obligating themselves to expenditures that are beyond what has been legislatively appropriated. In general, organizations may want to avoid language explicitly commits them to expenditures, but rather promises to seek funding as appropriate and avoid cost imposition on other parties when possible.

SECTION 11: SUPPLEMENTAL AGREEMENTS OR PARTIES

EMAC Article VII grants states the discretion to enter into supplementary agreements, as EMAC only provides a “broad base common to all states.” Depending on the nature of the agreement and the organizations involved, supplementary agreements between parties may be desired, specifically in the case of broader agreements between several parties.

SECTION 12: AMENDMENTS

Organizations involved in an agreement may want to include provisions that detail the manner in which an agreement may be altered or amended, if at all.

SECTION 13: EFFECTIVE DATE, TERMINATION, AND WITHDRAWAL

This section should include provisions that detail when an agreement goes into effect, the duration of the agreement, and under what circumstances that parties to the agreement may withdraw.

SECTION 14: SIGNATORIES

This section may include text that precedes the signatures of the relevant parties involved explaining that they have the power and approval to enter into an agreement on behalf of their organization.

SECTION 15: DEFINITIONS

Organizations involved in mutual aid agreements will find it helpful to define key terms included in the agreement. Some terms may already be defined by relevant laws, policies, and regulations that are already in place. Be sure that all definitions are crafted in a way that they reflect the intent of the agreement.

REFERENCES

Stier, Daniel J. and Thombley, Melisa L. "Public Health Mutual Aid Agreements – A Menu of Suggested Provisions". Public Health Law Program, Office of the Chief of Public Health Practice, the Centers for Disease Control and Prevention. Atlanta, GA. Available Online: <http://www2.cdc.gov/php/mutualaid/mutualinventory.asp>

Appendix A

A Public Health Mutual Aid Agreement in Massachusetts

By Kerry C. Dunnell, MSW and R. Lynn Schoeff, M.Ed.

Public health departments in Massachusetts are staffed by a variety of types of public health professionals, including sanitarians, public health nurses, and inspectors. The duties of public health departments vary based upon the community infrastructure (septic vs. sewer) and administrative structure. For example, communities with sewer services have little need for skilled septic tank inspectors, while other communities rely predominantly on septic systems, and could not do without those skilled inspectors. Another common variation in staffing is whether school nurses are employed by the health department or by the school department.

There is generally no such thing as a typical health department in terms of its capabilities. Most local health departments do an admirable job of addressing the varying public health needs of their communities with a relatively small staff. However, few, if any, health departments have sufficient staff to provide medication to large numbers of residents. For one public health region in Massachusetts, the impact of a food handler working at a popular local restaurant while infected with hepatitis A provided a stark illustration of the need for public health mutual aid.

The Arlington Event

In June of 2004, Arlington MA health officials discovered that a food worker at a popular family restaurant had been diagnosed with hepatitis A, a liver disease that is not life threatening, but is highly contagious. Hepatitis A can cause flu like symptoms, jaundice, and in rare circumstances, more serious liver complication; the illness can be spread through contaminated food or drink if an infected individual does not wash his or her hands after using the restroom. As a precaution, health officials held clinics to provide immune globulin shots to individuals who had dined at the restaurant during the worker's infectious period, as they may have been exposed to the illness. At the end of the clinics, approximately 2800 people had received prophylaxis.

While the health department had done significant planning for the clinics, they had not anticipated such a large demand for the intervention. And, with a staff of 2.5 FTEs, they were not equipped to provide education, screening, and medication for that many people. To accomplish this, health officials requested assistance from neighboring communities. These requests were answered with whatever resources communities felt they could provide, ranging from clipboards to non-clinical and clinical staff. The challenge of providing assistance absent a mutual aid agreement was apparent in the decision of some communities to send only non-clinical staff because of potential exposure to liability.

Development of a Public Health Mutual Aid Agreement

A public health mutual aid agreement was drafted by a working group comprised of staff from the Cambridge Advanced Practice Center for Emergency Preparedness, Massachusetts Department of Public Health staff, attorneys representing the Massachusetts Association of Health Boards, and the City Solicitors & Town Counsels Association. The group reviewed state statutes, public health mutual aid agreements from other states, and mutual aid arrangements for public safety and fire officials in the Commonwealth. Drafting of the public health agreement focused on whether a declaration of emergency was required to request mutual aid (it was not), whether the provision of aid was compulsory for any party to the agreement (it was not), and whether staff operating outside their communities would remain employees of their communities while operating elsewhere (they would).

The resulting agreement was part of a public health mutual aid kit made available to all health officials in Massachusetts in December 2005. The kit included an explanation of the agreement, as well as likely scenarios that would benefit from mutual aid, and a *Frequently Asked Questions* document. These support materials were developed for the local health departments and health boards that would be reviewing the agreement and asking for its adoption in their communities.

Since its release, the agreement has been adopted by 24 communities in Public health Region 4b, as well approximately 100 communities in other public health regions in Massachusetts.

Implementation Process

In Massachusetts, there is no specific state statute to permit public health mutual aid among municipal health departments. State statutes do permit mutual aid activities for both public safety and fire departments. Without any specific statute, public health departments have relied upon the authority of municipalities to enter into inter-municipal agreements pursuant to Massachusetts General Law Chapter 40 4A. The statute requires that any inter-municipal agreement be approved by town meeting in towns, and by city council in cities. (For those not from New England, a town meeting is an annual meeting of the governing body of a town. The membership may be comprised of all voting residents of a community, or of a representative number of voting residents.)

The steps for each of these types of approval are similar; however, the time frame for communities governed by town meeting is much narrower, as town meetings are generally annual events. In contrast, city government is a continuously seated body, so an agreement may move at any time in the calendar year. The following diagram depicts the process for adoption of the mutual aid agreement in towns in Massachusetts. The diagram shows that the health agent must participate in each portion of the process, and that each party in the process has equal power to accept or to end consideration of the agreement.

Educating and Advocating

Health department officials in Region 4b began the work of moving the public health mutual aid agreement through their communities in December of 2005. Cambridge APC staff reviewed all components of the kit with staff and offered technical assistance through phone conference, individual meetings and attendance at municipal meetings.

The varying capacity of health departments throughout the region was reflected in the questions posed by municipal boards. Boards uniformly pressed on the questions of how health department staff would be made available and used by other communities. In a system with limited resources, officials asked for assurances that entering into such an agreement would not allow neighboring communities to rely on the agreement to provide basic services not funded in their own communities, but would be invoked only during extreme need. Well-resourced communities needed to be persuaded that they would not be exploited by the use of mutual aid. Some boards in relatively well-resourced towns questioned whether their communities really needed to enter into a public health mutual aid agreement.

Telling the story of the Arlington Hepatitis A incident was an effective and valuable illustration of the potential need for mutual aid in any community. Communities with fewer resources, acknowledging the possible need for outside support, would worry that a mutual aid agreement might require them to send aid any time it was requested. This concern was addressed with a provision in the agreement, that requires each party only to *consider* the request, and send aid as they could.

Command and Control

Safety of employees was another common question raised in deliberations. Having recognized that no single health department could handle the number of clients that were seen in Arlington, boards expressed concerns about how to protect their staff members operating in other communities. The agreement had been written to allow “sending” communities to retain control of their employees operating in another community. This allows a community to call its employees back because of safety or changing local needs. In addition, the agreement clarifies the issue of liability, by making clear that employees are, at all times, employees of their municipality.

“There ought to be a law”

During the period of drafting and subsequent adoption of the Public Health Mutual Aid agreement, legislation was also filed to permit communities to enter into inter-municipal agreements, including public health mutual aid agreements. Approximately 7000 bills are filed during each two-year session of the Massachusetts legislature. Given the deliberate pace of legislation in the Massachusetts General Court and a sense from local health officials that the need was more pressing than legislative time would permit, staff made the strategic decision to pursue local agreements while continuing to advocate for legislative support. In the current session (2007-2008), the bill has progressed to the House Committee for 3rd reading.

Progressing Community by Community

The agreement was thoroughly discussed and well received in municipalities in Region 4b. By April 2006, 17 communities in the Region had completed the process of review and adoption. Most city council and town meetings for consideration of the agreement were held in the evening – some stretched on until 10:00 pm. The efforts were rewarded in Region 4b; in May of 2007, 21 communities in Region 4b had adopted the agreement. As of May 2008, 24 communities have adopted the agreement, and the remaining three cities in the region will be considering it during the calendar year.

Conclusion

Local health officials need to be able to cross community borders to request or provide assistance in a wide range of public health events – situations that may involve a few individuals exposed to a highly infectious disease such as measles, or as many as several thousand as in large-scale hepatitis A clinics. Health officials who work toward adoption of mutual aid agreements commit themselves to a lengthy process, and can benefit from technical assistance. For health officials armed with a strong grasp of the provisions and a good working relationship with their governing bodies, the process of education and advocacy can lead to adoption of this critical enabling tool. Public health officials will need to continue to be patient and persistent in their pursuit of approval of public health mutual aid.

Appendix B

Mutual Aid Agreement Among Public Health Agencies in Emergency Preparedness Region 4b

This Mutual Aid Agreement (“Agreement”) is entered into by and between the public health agencies of the following cities and towns:

Section 1: Purpose

The purpose of this Agreement is to provide for mutual aid and assistance between the municipalities entering into the Agreement when the resources normally available to a municipality are not sufficient to cope with a situation which requires public health action. The health and well being of a community will best be protected through the concerted efforts of multiple public health agencies providing assistance to one another. The promotion and coordination of this assistance through this Agreement is desirable for the effective and efficient provision of mutual aid and assistance.

This Agreement is in no way intended to substitute for the ordinary public health activities of any city or town. The parties intend that designees from the Sending Agency will not operate as the sole personnel of the Receiving Agency.

Section 2: Authority

Pursuant to M.G.L. Chapter 40, Section 4A, mutual aid agreements may be made among municipalities or municipal agencies, with the authorization of the City Council and Mayor in a city, and of Town Meeting in a town.

Section 3: Definitions

Authorized Representative means an official of a signatory entity who is authorized to request, offer, or otherwise provide assistance under this Agreement, and is authorized by law to execute a contract in the name of a governmental unit. A member/designee of the public health agency, if so authorized shall be the authorized representative. If a member/designee of the public health agency is not authorized, the authorized representative shall be the chief executive officer or other officer so authorized; and this officer shall work jointly with a member/designee of the public health agency.

Mutual Aid means aid to another public health agency in the form of personnel, equipment, facilities, services, supplies, or other resources appropriate to public health programs, including but not limited to inspections; vaccination clinics; centers for the distribution of pharmaceuticals; administrative assistance; specimen collection, conveyance, and testing; consulting; environmental assessment; and other programs.

Public Health Agency means the appropriate and legally designated health authority of the city, town, or other legally constituted governmental unit within the Commonwealth having the usual powers and duties of the board of health or health department of a city or town.

Receiving Agency means the public health agency requesting mutual aid from another public health agency.

Region means one of the Emergency Preparedness Regions established by the Massachusetts Department of Public Health.

Sending Agency means the public health agency that provides mutual aid to another public health agency.

Section 4: Other Agreements

This Agreement recognizes and does not supersede present and future mutual aid agreements or inter-municipal agreements among the signatories of this Agreement.

This Agreement does not limit any party jurisdiction's ability to enter into mutual aid agreements in the future with neighboring municipalities and public health agencies, whether inside or outside Region ___.

Section 5: Requests for Assistance

1. The public health agency of each party jurisdiction shall designate an authorized representative in accordance with Section 3. The authorized representative of a Receiving Agency may request the assistance of another party jurisdiction by contacting the authorized representative of that jurisdiction. The authorized representative of a Sending Agency may authorize the sending of mutual aid.

2. The provisions of this Agreement shall apply only to requests for assistance made by and to the authorized representative.

A. Requests may be verbal or in writing.

B. If verbal, the request shall be confirmed in writing at the earliest possible date, but no later than 10 calendar days following the verbal request.

C. Written requests shall provide the following information:

(1) A description of the function for which assistance is needed;

(2) The amount and type of personnel, equipment, materials, services, supplies, and/or other resources needed, and a reasonable estimate of the length of time they will be needed; and

(3) The specific place and time for staging of the Sending Agency's response and a point of contact at that location.

D. The parties recognize that especially during an emergency, the requirements for protection of the public health and safety may require work, services, or supplies beyond that contained either in an oral or written request (confirmation). Nothing in this Agreement should be construed to limit the ability of either agency or its personnel to respond in any manner necessary for the preservation of the public health and safety. To the extent such services or supplies are extended, the provisions of this Agreement shall apply.

Section 6: Limitations

1. The provision of mutual aid is voluntary. Neither the Sending nor Receiving Agency shall be required to deplete its own resources.

2. The extent of assistance to be furnished under this Agreement shall be determined solely by the Sending Agency, and the assistance furnished may be recalled at the sole discretion of the Sending Agency; provided however, that the Receiving Agency shall determine the scope of services to be delivered by the Sending Agency. Unless otherwise specified by the Receiving Agency in its request for assistance, persons from the Sending Agency shall have the same legal enforcement authority in the receiving community as other persons serving in similar capacities in the Receiving Agency.

Section 7: Supervision and Control

1. Personnel sent to assist another community under this Agreement will continue under the command and control of their regular supervisors, but they will come under the operational control of the Receiving Agency. The Receiving Agency may use an incident command system (ICS) or unified command system.
2. Employees shall remain employees of their own agencies at all times. Each agency, sending or receiving, shall be responsible for its own employees' wages, benefits, and similar obligations.

Section 8: Powers and Rights

Each Receiving Agency shall afford to the personnel of any Sending Agency operating within the Receiving Agency's jurisdiction the same powers and rights as are afforded to like personnel of the Receiving Agency.

Section 9: Liability

1. Each party shall be liable for the acts and omissions of its own employees and not for the employees of any other agency in the performance of this Agreement to the extent provided by the Massachusetts Tort Claims Act, M.G.L. c. 258. Each party agrees to indemnify and hold harmless the other parties to this Agreement from liability resulting from the acts and omissions of its own employees, including travel, in the performance of this Agreement to the extent the indemnifier would otherwise be liable under a direct claim pursuant to M.G.L. c. 258.
2. By entering into this Agreement, none of the parties have waived any governmental immunity or limitation of damages which may be extended to them by operation of law.
3. This Agreement is by and between the municipalities which have executed it. Each states that it is intended for their mutual benefit alone and is not intended to confer any express or implied benefits on any other person. This Agreement is not intended to confer third party beneficiary status on any person.

Section 10: Workers Compensation

If applicable, each party jurisdiction shall provide for the payment of workers compensation and death benefits to the personnel of its own jurisdiction.

Section 11: Reimbursement

1. Under this Agreement, there is no expectation of automatic or contractual reimbursement for the provision of any mutual aid. However, the parties may develop compensation agreements separately or within the context of this Agreement.
2. In the event of an emergency requiring state or federal assistance, Sending and Receiving Agencies may apply for any type of state or federal assistance.
3. In any fiscal year in which a Sending Agency provides service to a Receiving Agency under this Agreement, both agencies shall keep records appropriate to record the services performed, costs incurred, and reimbursements and contributions received. Such records shall be available for, and shall be subject to, audit as is otherwise required by law for municipal financial records. Such records shall also be summarized in a financial statement that will be issued to the Receiving Agency, and to any other participant in the Agreement upon request.

Section 12: Implementation

1. This Agreement shall be binding and in effect after it is signed in accordance with the local charter or bylaws, and upon its approval by the legislative body, of any two municipalities.
2. Additional parties may join this Agreement upon acceptance and execution of it.

Section 13: Term of Agreement

This Agreement is to remain in effect for twenty-five years from the date of execution, at which time it may be extended in accordance with Massachusetts law. Any party may withdraw from this

Agreement at any time by sending fourteen (14) days' prior written notice to all other parties. This Agreement shall continue to be in effect among the remaining parties.

Section 14: Severability

Should any portion of this Agreement be judged to be invalid by any court of competent jurisdiction, such judgment shall not impair or invalidate the remainder of this Agreement, and for this purpose the provisions of this Agreement are declared severable.

[City/Town] of _____

By: _____ Date: _____
[Title and Agency]

Approved as to form:

_____ Date: _____
[Name]

City/Town Counsel

Approved by [Appropriate Executive Officer]:

_____ Date: _____