

Non-Agency Professional Services Agreement Miami Valley Fire and EMS Alliance/OH-TF-1

I. Purpose

The purpose of this document is to establish a Memorandum of Agreement (MOA) between the Miami Valley Fire / EMS Alliance (MVFEA) and Ohio Task Force 1 (OH-TF-1) Non-Agency Members who are not covered under a Participating Agency Memorandum of Agreement (MOU). This document establishes the reimbursement rate for services rendered by a Non-Agency Member and the requirements for such reimbursement.

II. Definition of Terms

- DHS – Department of Homeland Security
- FEMA – Federal Emergency Management Agency
- Incident Support Team (IST) – a multi-disciplinary system resource composed of individuals brought together to provide management control and logistical support for federal US&R resources and technical advice and assistance to local governments.
- Memorandum of Agreement (MOA) – a document signed by MVFEA and OH-TF-1 and an individual that describes the relationship of the parties with respect to the National US&R Response System.
- Memorandum of Understanding (MOU) – a document signed by MVFEA, as a Sponsoring Organization, and the Participating Agency that describes the relationship of the parties with respect to the National US&R Response System.
- Miami Valley Fire / EMS Alliance (MVFEA) – Sponsoring Agency of the FEMA/DHS US&R Team Ohio Task Force One.
- Non-Agency Member – a Task Force Member that is appointed to OH-TF-1 without sponsorship of a Participating Agency.
- Participating Agency – a Local Government or other organization that has executed an agreement with MVFEA and OH-TF-1 to participate in the National US&R Response System.
- Task Force – an integrated US&R organization of multi-disciplinary resources with common communications and a leader, organized and administered by a Sponsoring Organization and meeting FEMA/DHS standards.
- Task Force Member – a person occupying a position on a Task Force.
- US&R – Urban Search and Rescue
- OEMA – Ohio Emergency Management agency

III. Compliance

The employment of a Non-Agency Member shall comply with existing local, state, and federal laws, rules and regulations, which may supercede this agreement where applicable.

IV. Description of Services

It is understood that the Non-Agency Member possesses the knowledge, skills, and abilities needed to fulfill OH-TF-1's obligations to the Department of Homeland Security (DHS), the State of Ohio Emergency Management Agency (OEMA), and local/regional agencies. These skills may range from but are not limited to; rescue, search, medical, heavy rigging, structural specialist, communications, logistics, planning/finance/administration, or other support function skills. The MVFEA and OH-TF-1 are entering into this agreement to allow OH-TF-1 to acquire these skills, knowledge, and abilities.

All Task Force Members must meet all requirements of the FEMA/DHS Urban Search Response System position descriptions as well as additional requirements as directed by OH-TF-1 and MVFEA. It is the responsibility of the Non-Agency Member to maintain all requirements for deployment status as required by OH-TF-1.

V. Reimbursement of Services; Acknowledgement of Limitations of Workers Compensation Coverage and Release

It is understood that the Non-Agency Member covered under this agreement will be reimbursed at a rate in accordance with established reimbursement procedures for services provided during **activations** authorized by the DHS. Alerted or activated Non-Agency Members will be reimbursed for services rendered from the time of official activation until such time that they are deactivated or demobilized in accordance with FEMA/DHS guidelines or directives. Personnel may be reimbursed for services provided during the period of deployment, demobilization, or post mobilization periods for services provided as part of the rehabilitation of the deployment cache and vehicles and administration of the task force. Non-Agency Members must file all appropriate documentation as required by MVFEA and OH-TF-1 in order to be eligible for reimbursement for costs. Personal expenses of individual members during activation are not eligible for reimbursement without prior approval from a Task Force Leader and/or deployed Incident Support Team (IST). If authorized, reimbursement will only be made upon completion of the necessary documents and submission of all expenditure receipts.

In the event OEMA directs the activation of OH-TF-1, reimbursement for services will only be made if the State authorizes funding for the activation or deployment. Reimbursement for services may be unique to a particular deployment based on the specific funding/reimbursement process assigned to that incident. If authorized, reimbursement will only be made upon completion of the necessary documents and submission of all expenditure receipts.

If the Task Force is activated for a regional response without OEMA authorization, the response will likely proceed as a mutual aid request until such time as the State OEMA activates the team and authorizes funding for the response. Under the mutual aid response, there will be no reimbursement for services provided with the response.

Failure to complete and submit accurate reimbursement documents may result in forfeiture of eligibility for reimbursement.

The Non Agency Member acknowledges that any activity undertaken for or on behalf of the MVFEA and/or OH-TF-1 at any time other than during activation (eg. training) shall be in a non-paid, volunteer status. During such non-activation activities the Non-Agency Member acknowledges that he/she shall not be eligible for either Federal or State Workers Compensation coverage and hereby releases the MVFEA and/or OH-TF-1, and their employees, officers, board members and agents from any liability or claims arising from injuries or death suffered by the Non-Agency Member arising from said activities.

Duration of Agreement

It is understood that the terms of this agreement shall be from the date of signature by the representative of the MVFEA, OH-TF-1, and the Non-Agency Member, and shall remain in effect as long as the Non-Agency Member remains in good standing as a member of OH-TF-1 or until either party terminates this agreement. Should OH-TF-1 terminate this agreement through the MVFEA, a minimum of ten days notice shall be provided to the Non-Agency Member.

Non-Agency Member:

Signature

Print

Signed this _____ day of _____ 200_____

OH-TF-1 Senior Task Force Leader:

Signature

Print

Signed this _____ day of _____ 200_____

MVFEA Executive Director:

Signature

Print

Signed this _____ day of _____ 200_____

Non-Agency Memorandum of Agreement Appendix 1

Rates of Compensation

Deployed Command/Management:

- Task Force Leader \$50/hour
- Team Manager/Section Chief \$45/hour
- Team Manager/Physician \$85/hour
- Squad Officer \$40/hour
- Safety Officer \$40/hour
- IST Member \$50/hour

Deployed Technical Specialist: \$50/hour

- Structural Specialist
- Heavy Rigging/Equipment Specialist

Deployed Operations Specialist: \$35/hour

- Hazardous Materials/WMD Specialist
- Technical Information Specialist
- Rescue Specialist
- Technical Search Specialist
- K-9 Search Specialist
- Medical Specialist
- Logistics Specialist
- Communications Specialist
- Ground Support Specialist/CDL Driver