

(3) (I) EXCEPT AS PROVIDED IN SUBPARAGRAPH (II) OF THIS PARAGRAPH, A MUTUAL AID AGREEMENT SHALL PROVIDE THAT THE PARTY REQUESTING ASSISTANCE UNDER THE AGREEMENT SHALL INDEMNIFY AND HOLD HARMLESS THE PUBLIC HEALTH LABORATORY THAT PROVIDES ASSISTANCE AND ITS AUTHORIZED PERSONNEL FROM ANY CLAIM BY A THIRD PARTY FOR PROPERTY DAMAGE, PERSONAL INJURY, OR WRONGFUL DEATH THAT ARISES OUT OF ACTIVITIES, INCLUDING TRAVEL, THAT ARE AUTHORIZED BY THE AGREEMENT.

(II) THE PARTY THAT REQUESTS ASSISTANCE NEED NOT INDEMNIFY THE PARTY THAT PROVIDES ASSISTANCE IF:

1. THE PARTY THAT PROVIDES ASSISTANCE DOES NOT COOPERATE IN DEFENDING AGAINST A CLAIM MADE BY A THIRD PARTY;

2. THE CLAIM BY A THIRD PARTY ARISES OUT OF A MALICIOUS OR GROSSLY NEGLIGENT ACT OF THE PARTY THAT PROVIDES ASSISTANCE; OR

3. THE CLAIM BY A THIRD PARTY ARISES OUT OF AN ACT THAT IS OUTSIDE OF THE SCOPE OF THE DUTIES UNDER THE AGREEMENT OF THE PARTY THAT PROVIDES ASSISTANCE.

(4) A MUTUAL AID AGREEMENT SHALL PROVIDE THAT EACH PARTY TO THE AGREEMENT SHALL WAIVE ANY CLAIM AGAINST ANY OTHER PARTIES TO THE AGREEMENT IF THE CLAIM ARISES OUT OF THE ACTIVITIES OF A PARTY THAT ARE WITHIN THE SCOPE OF THE AGREEMENT AND THAT ARE PERFORMED WITHOUT MALICE OR GROSS NEGLIGENCE.

(D) (1) SUBJECT TO PARAGRAPH (2) OF THIS SUBSECTION, AN EMPLOYEE OF A PUBLIC HEALTH LABORATORY WHO HAS BEEN TRAINED AND CERTIFIED BY THE DIRECTOR OF THE EMPLOYEE'S PUBLIC HEALTH LABORATORY MAY TRAVEL TO AND PROVIDE SERVICES AT THE LOCATION OF THE EMERGENCY UNDER A MUTUAL AID AGREEMENT AT THE REQUEST OF THE SECRETARY, THE SECRETARY'S DESIGNEE, OR AN INDIVIDUAL FROM ANOTHER STATE WITH EQUIVALENT AUTHORITY UNDER THE AGREEMENT.

(2) AN EMPLOYEE MAY NOT TRAVEL TO OR PROVIDE SERVICES AT THE LOCATION OF THE EMERGENCY UNDER A MUTUAL AID AGREEMENT UNTIL THE SECRETARY, THE SECRETARY'S DESIGNEE, OR EQUIVALENT AUTHORITY IN ANOTHER STATE APPROVES THE EMPLOYEE TO TRAVEL TO AND PROVIDE SERVICES AT THE LOCATION OF THE EMERGENCY.