

Local Emergency Medical Services Plan Toolkit for Municipalities

State of Connecticut
Department of Public Health
Office of Emergency Medical Services
October 2014



[this page intentionally left blank]

TABLE OF CONTENTS

LOCAL EMERGENCY MEDICAL SERVICES PLAN GUIDELINE.....	3
BUILDING THE PLAN	4
REGIONAL EMS COORDINATORS CONTACT INFORMATION	5
STATUTORY REFERENCES.....	6
SAMPLE EMS AGENCY MUTUAL AID AGREEMENT.....	8
SAMPLE DISPATCH SERVICE AGREEMENT PURSUANT TO §CGS 19A-181B	13
SAMPLE MULTI-AGENCY MUTUAL AID AGREEMENT SIGNATURE PAGE.....	15
REFERENCES.....	17

**STATE OF CONNECTICUT
DEPARTMENT OF PUBLIC HEALTH**

LOCAL EMERGENCY MEDICAL SERVICES PLAN GUIDELINE

Read this document carefully as it will assist you in creating the Local EMS Plan.

PURPOSE: To develop a plan that satisfies the municipality’s statutory requirement and provides a comprehensive local EMS plan (LEMSP) that communicates information about the local EMS system to all stakeholders (these may include municipal and EMS organization leaders, EMS organization members, citizens, regional and State policymakers and planners.) To establish methods to monitor how well the EMS system is functioning and frames objectives and methods for improving the EMS system.

A municipality that puts effort and detail into a LEMSP may benefit greatly from both the process and the final product. When the municipal leaders and the EMS organizations meet to discuss the plan, the discussion leads to better organizational relations, improved system knowledge, and multi-dimensional goals and objectives for the town’s EMS system development. A municipality that fails to implement a local EMS plan essentially forfeits the ability to proactively manage its local EMS system. The organizations providing EMS services to the municipality will be assessed for their provisions of services under the plan not less than every five years. In the absence of a plan, the Department will assess them for compliance with applicable statutes and regulations, which may be much looser standards than what a municipality would choose to have. The updated statutes which take effect October 1, 2014 also provide expanded municipal controls for towns that comply with the provisions of the local EMS planning statutes. It is, for the aforementioned reasons, in the municipality’s best interest to work with its EMS system providers to develop a local EMS plan.

The LEMSP encompasses all components of the EMS system. Both statutorily required and recommended “best practices” components are included on the LEMSP Checksheet included in this toolkit. Collaboration between the municipality and EMS stakeholders is a key factor in the development of a comprehensive plan.

NOTE: Also included in this Toolkit are samples of various documents. These are intended to be used as reference as you develop your own documents, not as a finished document with a “find and replace” approach.

The OEMS Regional Coordinators will provide subject matter expertise and planning guidance during the development of your LEMSP. They are available to schedule a meeting to discuss your LEMSP and answer any questions you may have. Contact information is included in this toolkit.

BUILDING THE PLAN

While it is up to the authors of the LEMSP to decide the style & formatting, following is an effective format to consider:

- Composed in narrative form
- Title page with name of plan, date of plan, authors, version (as the LEMSP is updated)
- Table of contents
- Purpose statement
- Acknowledgements – authors and key stakeholders referenced
- Overall description of the response area / municipality, including basic demographics (information can be found at <http://quickfacts.census.gov/qfd/states/09000.html>)
- Description of the response process from 911 call to hospital arrival
- Listing / description of each system component to include:
 - Each EMS organization assigned to each component
 - Roles and responsibilities in the preparation and response to:
 - Ordinary day to day operations
 - MCIs (may refer to MCI plan)
 - Mass gathering events
 - Special operations
 - Special populations (bariatric patients, ventilator-dependent patients, patients requiring specialized EMS care plans)
 - Geographic location (if applicable)
 - Chief of service and contact information
 - Resources (# of response vehicles and general staffing pattern, MCI trailers, off-road vehicles, marine units, etc.)
 - Performance measures and how they are monitored (see special note below)
- Listing of 1, 3 and 5 year objectives for the EMS system. These should be distinct and include a process to periodically evaluate and ensure progression toward achievement.
- Copies of the town's mass casualty plan and any written mutual aid agreements or contracts.
- Copies of written agreements with your emergency medical services providers and public safety answering point as required by CGS 19a-181b.

SPECIAL NOTE: Performance Measures may be one of the most challenging LEMSP components to develop, yet are perhaps the most important. Several national and regional groups have developed metrics that are considered to be important to monitor in evaluating the performance of an EMS system. These include the North Central EMS Council, NHTSA and the 2007 U.S. Metropolitan Municipalities' EMS Medical Directors' Consortium. In many cases, there are not universally accepted benchmarks for these metrics but are instead measured as relative levels of performance based on the geography, resources and priorities of the community being served. Information on these groups is included in the References section of the Toolkit.

REGIONAL EMS COORDINATORS CONTACT INFORMATION

Region 1

Michele Connelly
Phone: 860-509-7973
Email: michele.connelly@ct.gov

Region 2

Judi Reynolds
Phone: 860-509-7721
Email: judith.reynolds@ct.gov

Region 3

David Bailey
Phone: 860-509-7981
Email: david.bailey@ct.gov

Region 4

Jonathan Lillpopp
Phone: 860-509-7813
Email: jonathan.lillpopp@ct.gov

Region 5

Jean C. Speck
Phone: 860-509-7829
Email: jean.speck@ct.gov

STATUTORY REFERENCES

PA 14-217 Sec. 19.

Section 19a-181b of the general statutes is repealed and the following is substituted in lieu thereof (Effective October 1, 2014): (a) Not later than July 1, 2002, each municipality shall establish a local emergency medical services plan. Such plan shall include the written agreements or contracts developed between the municipality, its emergency medical services providers and the public safety answering point, as defined in section 28-25, that covers the municipality. The plan shall also include, but not be limited to, the following:

(1) The identification of levels of emergency medical services, including, but not limited to: (A) The public safety answering point responsible for receiving emergency calls and notifying and assigning the appropriate provider to a call for emergency medical services; (B) the emergency medical services provider that is notified for initial response; (C) basic ambulance service; (D) advanced life support level; and (E) mutual aid call arrangements;

(2) The name of the person or entity responsible for carrying out each level of emergency medical services that the plan identifies;

(3) The establishment of performance standards for each segment of the municipality's emergency medical services system; and

(4) Any subcontracts, written agreements or mutual aid call agreements that emergency medical services providers may have with other entities to provide services identified in the plan.

(b) In developing the plan required by subsection (a) of this section, each municipality: (1) May consult with and obtain the assistance of its regional emergency medical services council established pursuant to section 19a-183, its regional emergency medical services coordinator appointed pursuant to section 19a-186a, its regional emergency medical services medical advisory committees and any sponsor hospital, as defined in regulations adopted pursuant to section 19a-179, located in the area identified in the plan; and (2) shall submit the plan to its regional emergency medical services council for the council's review and comment.

(c) Each municipality shall update the plan required by subsection (a) of this section as the municipality determines is necessary. The municipality shall consult with the municipality's primary service area responder concerning any updates to the plan. The Department of Public Health shall, upon request, assist each municipality in the process of updating the plan by providing technical assistance and helping to resolve any disagreements concerning the provisions of the plan.

(d) Not less than once every five years, said department shall review a municipality's plan and the primary service area responder's provision of services under the plan. Such review shall include an evaluation of such responder's compliance with applicable laws and regulations. Upon the conclusion of such evaluation, the department shall assign a rating of "meets performance standards", "exceeds performance standards" or "fails to comply with performance standards" for the primary service area responder. The Commissioner of Public Health may require any primary service area responder that is assigned a rating of "fails to comply with performance standards" to meet the requirements of a performance improvement plan developed by the department. Such primary service area responder may be subject to subsequent performance reviews or removal as the municipality's primary service area responder for a failure to improve performance in accordance with section 19a-181c, as amended by this act.

CONNECTICUT GENERAL STATUTES

Sec. 19a-181b. Local emergency medical services plan.

(a) Not later than July 1, 2002, each municipality shall establish a local emergency medical services plan. Such plan shall include the written agreements or contracts developed between the municipality, its emergency medical services providers and the public safety answering point, as defined in section 28-25 that covers the municipality. The plan shall also include, but not be limited to, the following:

(1) The identification of levels of emergency medical services, including, but not limited to: (A) The public safety answering point responsible for receiving emergency calls and notifying and assigning the appropriate provider to a call for emergency medical services; (B) the emergency medical services provider that is notified for initial response; (C) basic ambulance service; (D) advanced life support level; and (E) mutual aid call arrangements;

(2) The name of the person or entity responsible for carrying out each level of emergency medical services that the plan identifies;

(3) The establishment of performance standards for each segment of the municipality's emergency medical services system; and

(4) Any subcontracts, written agreements or mutual aid call agreements that emergency medical services providers may have with other entities to provide services identified in the plan.

(b) In developing the plan required by subsection (a) of this section, each municipality: (1) May consult with and obtain the assistance of its regional emergency medical services council established pursuant to section 19a-183, its regional emergency medical services coordinator appointed pursuant to section 19a-185, its regional emergency medical services medical advisory committees and any sponsor hospital, as defined in regulations adopted pursuant to section 19a-179, located in the area identified in the plan; and (2) shall submit the plan to its regional emergency medical services council for the council's review and comment.

(P.A. 00-151, S. 9, 14.)

History: P.A. 00-151 effective July 1, 2000.

SAMPLE EMS AGENCY MUTUAL AID AGREEMENT

NOTE: This is a SAMPLE document only. The content has not been vetted by DPH legal counsel. You should consult with your legal counsel regarding any legal document you are developing.

THIS AGREEMENT IS ENTERED INTO BETWEEN [EMS ORGANIZATION] and [MUTUAL AID EMS ORGANIZATION] THAT EXECUTES AND ADOPTS THE TERMS AND CONDITIONS CONTAINED HEREIN BASED ON THE FOLLOWING FACTS:

Purpose:

An automatic aid agreement for EMS organizations where one service agrees to respond automatically in return for the other jurisdiction agreeing to respond to another area in return.

For assistance when they need additional staffing and equipment to a specific problem at a specific time. This mutual aid can be long or short term, with the latter being the more common. An example of long-term aid would be EMS units being sent to a large incident that goes on for many days. Short term would be an event lasting less than eight (8) hours.

This agreement is only for special occurrences, not to augment normal staffing. Departments must staff for the normal activities during a given time, day, and day of week. (When other than normal situations occur and the staffing levels and/or equipment are no longer sufficient to deal with a specific incident, the requesting service will elicit mutual aid assistance from the other. This assistance is given gratis to the receiving jurisdiction for the duration of the specific incident).

Each service will make every attempt to supply additional staffing and/or equipment when requested. In the event that any party feels that they are being exclusively utilized to augment the services of another without equal retribution, grounds may exist for termination of the mutual aid agreement in accordance with this contract.

WHEREAS, the State of Connecticut is geographically vulnerable to hurricanes, flooding, ice storms and other natural and technologic disasters that could have caused severe disruption of emergency medical services; and

WHEREAS, the Parties to this Agreement recognize that additional human resources and equipment may be needed to mitigate further damage and restore vital services to the citizens of the affected community should such disasters occur; and

WHEREAS, to provide the most effective mutual aid possible, each agency, intends to foster communications between the personnel of the other agencies, exchange of information and development of plans and procedures to implement this Agreement;

NOW, THEREFORE, the Parties agree to agree as follows:

SECTION 1. DEFINITIONS

- A. "AGREEMENT" means the EMS Mutual Aid Agreement.
- B. "REQUESTING PARTY" means the participating EMS entity requesting aid in the event of an emergency. Each service must coordinate requests for state or federal emergency response assistance through its county.
- C. "ASSISTING PARTY" means the participating EMS entity furnishing equipment, services and/or human Resources to the requesting Party.
- D. "AUTHORIZED REPRESENTATIVE" means an employee of a participating EMS entity or 911 center contracted with the Requesting Party authorized to request, offer or provide assistance under the terms of this Agreement.
- E. "AGENCY" means the participating entity.

F. "EMERGENCY" means any occurrence or condition manifesting itself by acute symptoms of such severity (including severe pain) that the absence of immediate medical attention could result in placing the patient's health in jeopardy; cause serious impairment to bodily functions; or cause serious dysfunction of any bodily organ or part.

G. "DISASTER" means any natural, technological, or civil emergency that causes damage of sufficient severity and magnitude to result in a proclamation of a local emergency by a city/county, a declaration of a State of Emergency by the Governor, or a disaster declaration by the President of the United States.

H. "MAJOR DISASTER" means a disaster that will likely to exceed local capabilities and require a broad range of state and federal assistance.

I. "PARTICIPATING AGENCY" – Any service which executes this mutual aid agreement and supplies a completed executed copy to the Agency.

J. "PERIOD OF ASSISTANCE" - the period of time beginning with the departure of any personnel and equipment of the assisting Party from any point for the purpose of traveling to the Requesting Party in order to provide assistance and ending upon the return of all personnel and equipment of the Assisting Party, after providing the assistance requested, to their residence or regular place of work, whichever occurs first. The period of assistance shall not include any portion of the trip to the requesting Party or the return trip from the Requesting Party during which the personnel of the Assisting Party are engaged in a course of conduct not reasonably necessary for their safe arrival at or return from the Requesting Party.

K. "WORK OR WORK-RELATED PERIOD" - any period of time in which either the personnel or equipment of the Assisting Party are being used by the Requesting Party to provide assistance and for which the requesting Party will reimburse the Assisting Party. Specifically included within such period of time are rest breaks when the personnel of the Assisting Party will return to active work within a reasonable time. Specifically excluded from such period of time are breakfast, lunch, and dinner breaks.

Nothing should be derived from the above statement that excludes Assisting Party personnel from being considered "on the job" for purposes of workers' compensation injuries or accidents during these periods.

SECTION 2. PROCEDURES

When a Participating Agency either becomes affected by an emergency, disaster, or major disaster, Participating Agency or its Authorized Representative may request emergency related mutual aid assistance by orally communicating a request for mutual aid assistance to Assisting Party or to the Agency.

Mutual aid shall not be requested by Participating Agency or its Authorized Representative unless resources available within the stricken area are deemed inadequate by that Participating Agency. Municipalities shall coordinate requests for state or federal assistance with their county Emergency Management Agencies. All requests for mutual aid shall be transmitted by the Authorized Representative or the Director of the Local Emergency Management Agency. Request for assistance may be communicated either to the Agency or directly to an Assisting Party.

A. REQUESTS DIRECTLY TO ASSISTING PARTY: The Requesting Party may directly contact the Authorized Representative of the Assisting Party and shall provide them with the information in paragraph C below. All communications shall be conducted directly between the Requesting and Assisting Party. Each party shall be responsible for keeping the Agency advised of the status of the response activities. The Agency shall not be responsible for costs associated with such direct requests or assistance unless it so elects. However, the Agency may provide, by rule, for reimbursement of eligible expenses from a Disaster Assistance fund.

B. REQUESTS ROUTED THROUGH, OR ORIGINATING FROM, THE AGENCY: The Requesting Party may directly contact the Agency, in which case it shall provide the Agency with the information in paragraph C below. The Agency may then contact other Participating Governments on behalf of the Requesting Party and coordinate the provision of mutual aid. The Agency shall not be responsible for costs associated with such indirect requests for assistance, unless the Agency so indicates in writing at the time it transmits the request to the Assisting Party. In no event shall the Agency be responsible for costs associated with assistance in the absence of appropriated funds. In all cases, the party receiving the mutual aid shall be primarily responsible for the costs incurred by any Assisting Party providing assistance pursuant to the provisions of this Agreement.

C. **REQUIRED INFORMATION:** Each request for assistance shall be accompanied by the following information, to the extent known: 1. A general description of the situation; 2. The amount and type of personnel, equipment, materials, and supplies needed and a reasonable estimate of the length of time they will be needed; a specific place for a representative of the requesting Party to meet the personnel and equipment of any Assisting party.

This information may be provided by any available means.

D. **ASSESSMENT OF AVAILABILITY OF RESOURCES AND ABILITY TO RENDER ASSISTANCE;** When contacted by a Requesting Party or the Agency, the Authorized Representatives of any Participating Agency agree to assess their agencies situation to determine available personnel, equipment and other resources. All Participating Agencies shall render assistance to the extent personnel, equipment and resources are available. Each Participating Agency agrees to render assistance in accordance with the terms of this Agreement to the fullest extent possible. When the Authorized Representative determines that his Participating Agency has available personnel, equipment or other resources, they shall so notify the requesting Party or the Agency, whichever communicated the request. The Agency shall, upon response from sufficient Participating Parties to meet the needs of the Requesting Party, notify the authorized representative of the Requesting Party and provide them with the information to the extent known. The Assisting Party shall acknowledge receipt regarding the assistance to be rendered, setting forth the information transmitted in the request, and shall transmit it by the quickest practical means to the Requesting Party or the Agency, as applicable.

E. **SUPERVISION AND CONTROL:** The personnel, equipment and resources of any Assisting Party shall remain under operational control of the Requesting Party for the area in which they are serving. Direct supervision and control of said personnel, equipment and resources shall remain with the designated personnel of the Assisting Party. Representatives of the Requesting Party shall assign work tasks to the personnel of the Assisting Party. The designated personnel of the Assisting Party shall have the responsibility and authority for assigning work and establishing work schedules for the personnel of the Assisting Party, based on task or mission assignments provided by the Requesting Party and the Agency. The designated personnel of the Assisting Party shall: maintain daily personnel time records, material records and a log of equipment hours; be responsible for the operation and maintenance of the equipment and other resources furnished by the Assisting Party; and shall report work progress to the requesting Party. The Assisting Party's personnel and other resources shall remain subject to recall by the Assisting Party at any time, subject to reasonable notice to the Requesting Party and the Agency. At least twenty-four (24) hours advance notification of the intent to terminate mission shall be provided to the Requesting Party, unless such notice is not practicable, in which case such notice as is reasonable shall be provided.

G. **FOOD; HOUSING; SELF-SUFFICIENCY** - Unless specifically instructed otherwise, the Requesting Party shall have the responsibility of providing food and housing for the personnel of the Assisting Party from the time of their arrival at the designated location to the time of their departure. However, Assisting Party personnel and equipment should be, to the greatest extent possible, self-sufficient for operations in areas stricken by emergencies or disasters. The Requesting Party may specify only self-sufficient personnel and resources in its request for assistance.

H. **RIGHTS AND PRIVILEGES** - Whenever the employees of the Assisting Party are rendering outside aid pursuant to this Agreement, such employees shall have the powers, duties, rights, privileges, and immunities, and shall receive the compensation, incidental to their employment.

I. **COMMUNICATIONS:** Unless specifically instructed otherwise, the requesting Party shall, during long term events, have the responsibility for coordinating communications between the personnel of the Assisting Party and the Requesting Party. Assisting Party personnel should be prepared to furnish communications equipment sufficient to maintain communications among their respective operating units.

SECTION 3. REIMBURSABLE EXPENSES

The terms and conditions governing reimbursement for any assistance provided under this Agreement shall be in accordance with the following provisions, unless otherwise agreed upon by the Requesting and Assisting Parties and specified in the written acknowledgment executed in accordance with paragraph 2.D of this Agreement. The Requesting

Party shall be ultimately responsible for reimbursement of all eligible expenses. The Assisting Party shall submit reimbursement documentation to the Requesting Party.

A. PERSONNEL - During the period of assistance, the Assisting Party shall continue to pay its employees according to its then prevailing ordinances, rules, and regulations. The Requesting party shall reimburse, if reimbursed by the State of Connecticut or the Federal Emergency Management Agency (FEMA), the Assisting Party for all direct and indirect payroll costs and expenses including travel expenses incurred during the period of assistance, including, but not limited to, employee pensions and benefits as provided by Generally Accepted Accounting Principles (GAAP). However, the Requesting Party shall not be responsible for reimbursing any amounts paid or due as benefits to employees of the Assisting Party due to personal injury or death occurring while such employees are engaged in rendering aid under this agreement. Both the Requesting Party and the Assisting Party shall be responsible for payment of such benefits only to their own employees.

B. EQUIPMENT - The Assisting Party shall be reimbursed by the Requesting Party, if reimbursed by the State of Connecticut or the FEMA, for the use of its equipment during the period of assistance according to either a pre-established local or state hourly rate or according to the actual replacement, operation, and maintenance expenses incurred. For those instances in which costs are reimbursed by the FEMA, the eligible direct costs shall be determined in accordance with 44 CFR 206.228. The Assisting Party shall pay, if reimbursed by the State of Connecticut or the FEMA, for all repairs to its equipment as determined necessary by its on-site supervisor(s) to maintain such equipment in safe and operational condition. At the request of the Assisting Party, fuels, miscellaneous supplies, and minor repairs may be provided by the Requesting Party, if practical. The total equipment charges to the requesting Party shall be reduced by the total value of the fuels, supplies, and repairs furnished by the Requesting Party and by the amount of any insurance proceeds received by the Assisting Party.

C. MATERIALS AND SUPPLIES - The Assisting Party shall be reimbursed, if the requesting party is reimbursed by the State of Connecticut or the Federal Emergency management Agency, for all materials and supplies furnished by it and used or damaged during the period of assistance, except for the costs of equipment, fuel and maintenance materials, labor and supplies, which shall be included in the equipment rate established in 3.B. above, unless such damage is caused by gross negligence, willful and wanton misconduct, intentional misuse, or recklessness of the Assisting Party's personnel. The Assisting Party's Personnel shall use reasonable care under the circumstances in the operation and control of all materials and supplies used by them during the period of assistance. The measure of reimbursement shall be determined in accordance with 44 CFR 206.228. In the alternative, the Parties may agree that the Requesting Party will replace, with like kind and quality as determined by the Assisting Party, the materials and supplies used or damaged. If such an agreement is made, it shall be reduced to writing and transmitted to the Agency.

D. RECORD KEEPING - The Assisting Party shall maintain records and submit invoices for reimbursement by the requesting party or the Agency using format used or required by FEMA publications, including 44 CFR part 13 and applicable Office of Management and Budget Circulars. Requesting Party and Agency finance personnel shall provide information, directions, and assistance for record keeping to Assisting Party personnel.

E. PAYMENT - Unless otherwise mutually agreed in the written acknowledgment executed in accordance with paragraph 2.I. or a subsequent written addendum to the acknowledgment, the reimbursable expenses with an itemized Notice as soon as practicable after the expenses are incurred, but not later than sixty (60) days following the period of assistance, unless the deadline for identifying damage is extended in accordance with 44 CFR part 206. The Requesting Party shall pay the bill or advise of any disputed items, not later than sixty (60) days following the billing date. These time frames may be modified by mutual agreement. This shall not preclude an Assisting Party or Requesting Party from assuming or donating, in whole or in part, the costs associated with any loss, damage, expense or use of personnel, equipment and resources provided to a Requesting Party.

F. PATIENT BILLING PRACTICES - The services providing care for patients outside of their assigned PSA here by agree to honor the current billing practices and contracts within the specified PSA that the service is provided. The Assisting Party will maintain a separate billing system and submit claims for re-imbursement for all patients treated by the Assisting Party.

SECTION 4. IMMUNITY

To the extent permitted by law, the Parties shall not be liable for actions to the extent provided by Section 33-15-21(a). This immunity may be waived by the Parties in a manner provided by law to the extent that adequate insurance coverage is in effect.

SECTION 5. LENGTH OF TIME FOR EMERGENCY

The duration of such Local emergency declared by the Requesting Party is limited to seven (7) days. It may be extended, if necessary, in seven (7) day increments.

SECTION 6. TERM

This Agreement shall be in effect for one (3) years from the date hereof and shall automatically be renewed in successive one (3) year terms unless terminated upon sixty (60) days advance written notice by the participating organization. Notice of such termination shall be made in writing and shall be served personally or by registered mail by either party. Notice of termination shall not relieve the withdrawing Party from obligations incurred hereunder prior to the effective date of the withdrawal and shall not be effective until sixty (60) days after notice thereof has been set by any Participating Agency.

SECTION 7. EFFECTIVE DATE OF THIS AGREEMENT

This Agreement shall be in full force and effect upon approval by the Participating Agency and upon proper execution hereof.

SECTION 8. ANNUAL RENEWAL CYCLE

This agreement shall be renewed on an annual basis during the second quarter of the calendar year.

SECTION 9. SEVERABILITY; EFFECT ON OTHER AGREEMENTS

Should any portion, section, or subsection of this Agreement be held to be invalid by a court of competent jurisdiction, that fact shall not affect or invalidate any other portion, section or subsection; and the remaining portions of this Agreement shall remain in full force and affect without regard to the section, portion, or subsection or power invalidated.

SAMPLE DISPATCH SERVICE AGREEMENT PURSUANT TO §CGS 19A-181B

NOTE: This is a SAMPLE document only. The content has not been vetted by DPH legal counsel. You should consult with your legal counsel regarding any legal document you are developing.

This Agreement is entered into as of the _____ day of _____, 2003, by and between the **Town of** _____, a municipal corporation organized and existing under the laws of the State of Connecticut (hereinafter called the Town), and the _____(hereinafter called the Dispatch Center), a corporation organized and existing under the laws of the State of Connecticut, operating as the designated Public Safety Answering Point for the Town of _____.

WITNESSETH

WHEREAS, Chapter 368d, Section 19a-181b requires each municipality in the State of Connecticut to establish a local emergency medical services plan; and

WHEREAS, the plan shall include a written agreement, between the municipality, its emergency medical services providers, and the public safety answering point; and

WHEREAS, the plan shall include performance standards for each segment of the municipality's emergency medical services system; and

NOW THEREFORE, the parties hereby agree as follows:

1. The Dispatch Center shall provide any and all PSAP services as required pursuant to all applicable State of Connecticut General Statutes and Agency Regulations.
2. The Dispatch Center shall dispatch emergency response units for 911 calls within the Town and shall implement mutual aid procedures as agreed to by the emergency responders as assigned within the Town.
3. The Town agrees to provide compensation to the Dispatch Center in the amount and installments allocated in the Town's budget as approved according to local ordinance and state statute.

TERM

This Agreement shall continue for a period of sixty (60) months from the date of signing. The agreement may be extended by the mutual written consent of both parties.

TERMINATION

Either party may terminate this agreement for cause at any time after providing a minimum of sixty (60) days written notice of its intent to terminate. Cause shall be defined as:

- a) Failure to provide services defined in this agreement
- b) Failure to provide compensation as defined in this agreement

Upon receipt of notice the party receiving notice shall have ten (10) business days to remedy the causative factor(s). If remedied to the satisfaction of both parties as indicated by follow-up written notice, the agreement shall endure. If the causative factor(s) cannot be remedied to both parties satisfaction, the termination date will stand.

REPRESENTATIONS

Each party represents to the other that:

- a) It is in compliance with all federal, state, and local laws in order to allow it to operate as a Public Safety Answering Point or Municipality;
- b) It has corporate authority to enter into this agreement; and
- c) It has disclosed to the other party any material violations of any laws specified in subparagraph (a) that have occurred within the past five (5) years.

WAIVER

No failure or delay by any party in exercising any right, power, or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power, or privilege. The rights and remedies herein provided shall be accumulative and not exclusive of any rights provided by law.

ASSIGNMENT

The rights and obligations contained herein shall not be assigned by either party without a minimum of sixty (60) days prior written notification and prior approval of the other.

This constitutes the entire agreement between the parties with regard to the provision of emergency medical services and supercedes any and all other agreements, verbal or written. Any amendments to this agreement must be done in writing and agreed to by the authorized representatives of both parties.

Signed this _____ day of _____, 2003.

Town of _____ (Dispatch Center)

By: _____
Mayor/First Selectman

By: _____
President

SAMPLE MULTI-AGENCY MUTUAL AID AGREEMENT SIGNATURE PAGE

NOTE: This is a SAMPLE document only. The content has not been vetted by DPH legal counsel. You should consult with your legal counsel regarding any legal document you are developing.

This Agreement is a formalized understanding of Mutual Aid assistance for the provision of emergency medical services between (EMS organization) _____ and the following:

EMS organization: _____ C.O.#: _____
Authorized name & Title: _____
Signature: _____ Date: _____

EMS organization: _____ C.O.#: _____
Authorized name & Title: _____
Signature: _____ Date: _____

EMS organization: _____ C.O.#: _____
Authorized name & Title: _____
Signature: _____ Date: _____

EMS organization: _____ C.O.#: _____
Authorized name & Title: _____
Signature: _____ Date: _____

In the event that _____ is requesting mutual aid, the service to which the request is made shall, unless unavailable, act as an assisting emergency service in that particular instance. Once a service has agreed to assume the responsibilities of mutual aid, it shall provide assistance in accordance with this agreement.

The mutual aid service shall maintain all the necessary records of the service provided, including all records required by the Connecticut General Statutes and DPH Regulations.

Both the requesting service and the mutual aid service shall be liable for their own actions at all times regardless of where operating or at whose request. This agreement remains in full force and effect until such time as written notice to revoke or amend is communicated with all parties.

Mutual Aid, as defined in EMS Statutes *CGS§19a-175(21) Definitions*

"Mutual aid call" means a call for emergency medical services that, pursuant to the terms of a written agreement, is responded to by a secondary or alternate emergency medical services provider if the primary or designated emergency medical services provider is unable to respond because such primary or designated provider is responding to another call for emergency medical services or the ambulance or nontransport emergency vehicle operated by such primary or designated provider is out of service. For purposes of this subdivision, "nontransport emergency vehicle" means a vehicle used by emergency medical technicians or paramedics in responding to emergency calls that is not used to carry patients;

DPH OEMS LOCAL EMS PLAN CHECKSHEET

Name of Town submitting Plan		Date Submitted	
Date Comments returned		Date Final	

DPH OEMS USE ONLY	
REVIEWED BY:	
DATE REVIEWED:	
COMMENTS RETURNED:	

S.C.G.S. 19a-181b Required elements

(This section includes the required items of your LEMSP. Check them off as you add them.)

	LEVELS			
	PSAP	FIRST RESPONDER	BASIC	ALS
Levels of Service Identified				
PSAR				
Written Agreements				
Mutual Aid Agreements				
Name of Contact Person for each level				
Performance Standards for each level				
Subcontracts or Other Agreements				

Model EMS Plan Comparison

(This section includes recommended items of your LEMSP based on a best practices model. Check them off as you add them.)

DPH HeartSAFE Designations?		9-1-1 Citizen Education:	
Comments:		Comments:	
Streets Identifiable:		Home/Businesses Numbered:	
Comments:		Comments:	
PSAP Uses EMD?		Mass Casualty Plan?	
Comments:		Revision Date:	
EMD System being utilized:		Comments:	
Ongoing System Evaluation:		Mass Gathering Guidelines:	
Performance Review:		M/C Plan Attached?	
Quality Assurance:		Local EMS Oversight	
Problem Resolution:		Comments:	
Recruitment & Retention:		Evacuation Plan:	
Risk/Hazard Assessments:		Comments:	
Comments:		Sponsor Hospital Information:	
		Primary transport destinations (Hospitals):	
HazMat & Bioterrorism:		Recruitment & Retention	
HazMat Training:		Documents Attached?	
HazMat Equipment:			
Bioterrorism Training:			
Bioterrorism Equipment:			
EMS Education Opportunities:		Bundle Billing	
MRT courses in high school?		Person completing plan	
EMT courses in high school?		contact phone number	
CPR courses offered to community?		contact fax number	
AED courses offered to community?		contact email address	

REFERENCES

1. PERFORMANCE MEASURES.

- a. NHTSA (Dec. 2009). *EMS Performance Measures. Recommended Attributes and Indicators for System and Service Performance*. <http://www.ems.gov/pdf/811211.pdf>
- b. Multiple authors. (2007). Evidence-Based Performance Measures for Emergency Medical Services Systems: A Model for Expanded EMS Benchmarking, A Statement Developed by the 2007 Consortium U.S. Metropolitan Municipalities' EMS Medical Directors' Consensus Panel on Evidence-Based Performance Measures (Appendix). *Prehospital Emergency Care Journal of NAEMSP*. <http://www.naemsp.org/SiteAssets/Pages/2014%20Annual-Meeting-MDC/Myers%20Benchmarking%20in%20EMS.pdf>
- c. NEMSMA (Sept. 2004). *EMS Core Measures: Suggestions For Consideration by the National EMS Performance Measures Project*. www.ct.gov/dph/ems
- d. CEMSA (2013). *California EMS System Core Quality Measures*. http://www.emsa.ca.gov/ems_core_quality_measures_project
- e. NCEMS (Jun. 2010). *North Central Connecticut EMS Regional Medical Advisory Committee Regional Benchmarks*. www.ct.gov/dph/ems