

EMS Contingency Plan

MICKI UTSLER
RECORDER
MADISON COUNTY, IOWA

COMPUTER	<input checked="" type="checkbox"/>
RECORDED	<input checked="" type="checkbox"/>
COMPARED	<input checked="" type="checkbox"/>

REC \$ No
AUD \$ fee
R.M.F. \$

Section 1. Identity of Parties.

Madison County Ambulance, at Winterset; Greater Community Ambulance, at Creston; Adair County Ambulance, at Greenfield; Dallas County Ambulance, at Adel; Clark County Ambulance, at Osceola.

Section 2. Purpose of Agreement.

Iowa law requires an ambulance service program to maintain an EMS contingency plan that will be put into operation when coverage pursuant to the 24/7 rule is not possible due to unforeseen circumstances. This agreement will allow participating ambulance services to ensure patient transportation is available, define the responsibilities of each program, and provide risk management.

An EMS contingency plan is defined as "a transport agreement or dispatching policy between two or more EMS service programs that addresses how and under what circumstances patient transportation will be provided in a given service area." 641 Iowa Administrative Code 132.1. A transport agreement is defined as "a written agreement between two or more service programs that specifies the duties and responsibilities of the agreeing parties to ensure appropriate transportation of patients in a given service area." 641 IAC 132.1.

For purposes of this agreement, the "requesting service program" is the ambulance service program which requests assistance pursuant to this agreement and the "responding service program" is the ambulance service program which is requested to respond pursuant to this agreement. Parties to the agreement may function as either requesting service programs or responding service programs depending on the circumstances of the response.

The parties have entered into this agreement to effectuate these requirements.

Section 3. Duties and Responsibilities.

3.1 Authority to Request and Provide Assistance. The senior EMT of a service program or his or her designee shall have the authority to make a request for assistance or to provide assistance under this agreement. All requests for assistance shall be placed through the local communications center.

3.2 When Assistance May Be Requested. Assistance pursuant to this agreement may be requested when an unforeseen incident or event occurs, including but not limited to equipment or vehicle malfunction, failure, or unavailability, or staff illness or injury.

✓ Kay Billster

3.3 Response to Request. The responding service program shall determine the availability of staff and vehicles and either respond or notify the communications center to dispatch another program.

3.4 Personnel, Vehicles, and Equipment. The requesting service program shall include in the request for assistance the specific personnel, vehicle, and equipment needs and the location of need. The final decision on the number and nature of personnel, equipment and vehicles to be sent shall be solely that of the responding service program.

3.5 Authority at the Scene. The responding service program shall report to the senior EMT of the requesting service program. The senior EMT of the requesting service program shall have the authority to issue reasonable orders and directives unless he or she relinquishes this authority to another EMS provider of equal or higher certification on either service program. The purpose of this section is to maintain order at the scene and shall not be construed to establish an employee/employer relationship.

3.6 Reporting and Recordkeeping. The requesting service program shall maintain records regarding the frequency of the use of this agreement and provide them to the Bureau of EMS upon request. Each service program shall maintain individual patient care reports.

Section 4. Duration of Agreement: The agreement shall be in effect upon signature of two or more service programs. The agreement shall be in effect for two years from the date of execution unless terminated earlier in accordance with the termination section of this agreement. The agreement may be extended for additional two year terms upon mutual agreement of the parties in writing at least thirty days before the termination date.

Section 5. Compensation/Reimbursement. [insert applicable compensation and reimbursement provisions]

Section 6. Termination. Any party to this agreement may withdraw from the agreement by providing thirty days written notice by certified mail to the other parties and to the Bureau of EMS, Department of Public Health, 401 SW 7th Street, Des Moines, IA, 50309. If a party withdraws from the agreement, the agreement shall remain in effect as to all remaining parties so long as two or more service programs are parties to the agreement.

Section 7. Insurance. Each party to the agreement shall procure and maintain such insurance as is required by applicable federal and state law and as may be appropriate and reasonable to cover its staff, equipment, vehicles, and property, including but not limited to liability insurance, workers compensation, unemployment insurance, automobile liability, and property damage.

Section 8. Liability. EMS providers responding to a requesting service program pursuant to this agreement shall be considered as acting under the lawful order of the responding service program of which they are a member. Each service program shall bear the liability and cost of damage to its personnel, vehicles, and equipment. Each service program shall be responsible for defending claims made against it or its staff arising from participation in this agreement. The responding service program and staff shall be absolved from liability in connection with all

acts undertaken pursuant to this agreement, provided that the final decision is made with reasonable diligence.

Section 9. Status and Responsibilities of Parties. Nothing in this agreement shall be construed as creating or constituting the relationship of partnership or joint venture between the parties hereto. Each party shall be deemed to be an independent contractor. No party, unless otherwise specifically provided for herein, has the authority to enter into any contract or create an obligation or liability on behalf of, in the name of, or bidding upon another to this agreement.

Each of the parties shall be responsible for ensuring that all persons acting on behalf of the party are properly licensed, certified, or accredited as required by applicable federal and state law.

Each of the parties to the agreement shall be responsible for withholding taxes, social security, unemployment, worker's compensation, and other taxes for its employees and shall hold all other parties harmless for the same.

Section 10. Execution.

Service Program Name	City of Operation	Service Program Representative (print name)	Service Program Representative Signature and Date
Madison County Ambulance	Winterset	Sherri Wildin, Director	<i>Sherri Wildin</i> Director
Greater Community	Creton	Randy Crum	Randy Crum 3-17-03
Adair County Ambulance	Greenfield		
Dallas County Ambulance	Adel		
Clarke County Ambulance	Osceola		

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Greater Community	Creaton		
Adair County Ambulance	Greenfield		
Dallas County Ambulance	Adel		
Clarke County Ambulance	Osceola	JEFF BRANDHORST R.N. CLARKE CO HOSP. EMS	<i>Jeff Brandhorst</i>

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Greater Community	Creton		
Adair County Ambulance	Greenfield	JEFF HOWARD INTERIM DIRECTOR	<i>Jeff Howard</i> 3-31-03
Dallas County Ambulance	Adel		
Clarke County Ambulance	Osceola		