

**AGREEMENT BETWEEN
CUMBERLAND COUNTY EMERGENCY MEDICAL SERVICE
AND
CROSSVILLE FIRE DEPARTMENT
A FIRST RESPONDER AGENCY
OPERATING WITHIN THE SERVICE AREA OF
CITY OF CROSSVILLE, CUMBERLAND COUNTY
FOR THE CONDUCT AND COORDINATION OF AN
EMERGENCY MEDICAL FIRST RESPONDER PROGRAM**

This Agreement and Statement of Policies and Procedures is negotiated by and between the parties to organize and coordinate the effective provision of emergency medical care and first responder services.

This Agreement entered this _____ day of _____, 2022, by and between the Crossville Fire Department, a municipal fire department located in Crossville, Tennessee, hereinafter referred to as “First Responder Service”, and Cumberland County Emergency Medical Service, hereinafter referred to as “Primary EMS Provider”, for Cumberland County.

WITNESSETH:

WHEREAS, the parties hereto desire to enter into this Agreement for adoption of a First Responder Service in the Crossville Fire Department First Due Response Area pursuant to the General Rules and Standards adopted by the Tennessee Department of Health, Division of Emergency Medical Services Board under the authority of the Tennessee EMS Board Rules and Regulations 1200-12-1.16; and

WHEREAS, this Agreement has been negotiated by and between the parties hereto to organize and coordinate the effective provision of emergency medical care and rescue services pursuant to said chapter of said General Rules and Standards; and

WHEREAS, the purpose of this Agreement is to ensure rapid response to persons in need of emergency medical assistance within the City of Crossville area in Cumberland County; and

WHEREAS, the Primary EMS Provider is a licensed ambulance service classified as Primary Provider for the county it serves and is the coordinator of First Responder Services within the Primary Provider's service area and the First Responder's First Due area; and

WHEREAS, Crossville Fire Department, as a municipal fire department, is a legally recognized organization sanctioned to perform emergency response, firefighting, rescue, and basic first aid and medical functions.

NOW THEREFORE, for and in consideration of the mutual covenants and promises contained and other good and valuable consideration, receipt of which is acknowledged by the parties hereto, the parties to the Agreement do hereby agree as follows:

1. RESPONSE

First Responder Service, through the Crossville Fire Department, will provide First Responder Services within the Crossville Fire Department First Due Area twenty-four (24) hours per day, seven (7) days per week, and said First Responder Service shall notify the Primary EMS Provider and the appropriate County Communications Center, as the dispatching agency, within two (2) minutes of the initial call of any requested response in which First Responder Service is not able to respond to a medical incident. The Crossville Fire Department shall maintain minimum staffing levels that will ensure at least one (1) Tennessee State Certified First Responder, or higher, shall be available for response on each of the designated first responder apparatuses.

For the purpose of this response agreement, and as needed by the County Communications Center, priority emergencies shall include any problems deemed to be of immediate threat to loss of life or limb. Priority emergencies may include, but are not limited to, cardiac arrest, respiratory arrest, or blocked airway, complications during childbirth, severe shock, severe chest trauma, severe burns, heatstroke, heart attack, central nervous system (CNS) injuries accompanied by changing CNS signs, automobile accidents and cardiorespiratory emergencies and amputations or near amputations. A list of Priority situations will be agreed upon by the Primary EMS Provider and First Responder Service. This list shall remain fluid and

be subject to approval by the Primary EMS Provider's Medical Director and shall be provided to the 911 Communications Center.

Pursuant to the Tennessee Department of Health General Rules and Standards for EMS, official response shall be performed only as assigned upon the specific policy guidelines of the coordinating dispatch agency responsible for dispatching emergency ambulances and/or an emergency (911) communications district. No emergency medical first responder or emergency medical response vehicle shall be authorized to make an unofficial response on the basis of information obtained by monitoring a radio frequency of a law enforcement, ambulance service, fire department, rescue squad, or public safety agency. (1200-12-01-.16(4)).

2. VEHICLE/PERSONNEL AUTHORIZATION

The First Responder Service will designate specific vehicles for emergency medical care and will provide unit number identification for all units engaged in providing emergency medical responses to the Primary EMS Provider and 911 Communications Center. Additionally, the First Responder Organization shall provide the Primary EMS Provider's Director with a current roster of response personnel and medical certifications relative to the operation of the program. This list shall be kept current, and a copy provided to the Primary EMS Provider's Director as changes are made.

3. ON-SCENE ACTIONS

Whenever the vehicles and response units within the service area are insufficient to render the services required, additional sources may be sought from neighboring services to provide for emergency response.

Upon arrival at the scene, the First Responder Service units shall be parked to minimize obstruction and to enhance access to the patient by the ambulance unit. The First Responder Service may assist in removing needed equipment from the ambulance. If requested by the Primary EMS Provider personnel, First Responder Service may accompany the crew and support patient care. In situations demanding response to the scene of violence or criminal activity, the First Responder Service and Primary EMS Provider units shall coordinate adequate law enforcement presence at the scene prior to or at the time of arrival.

4. PATIENT SURVEYS AND MEDICAL CARE

The First Responder Service will, upon arrival at the scene, conduct an initial patient primary and secondary survey. The First Responders shall then initiate medical treatment as appropriate according to protocols established by the Primary EMS Provider's Medical Director.

5. CERTIFICATION OF PERSONNEL

The First Responder Service shall provide a member on each response who is certified to meet the standards as a First Responder, Emergency Medical Technician, or EMT-Paramedic in Tennessee.

The First Responder Service will maintain member training as a minimum at the First Responder level as described by the Tennessee Department of Health- Division of Emergency Medical Services. The First Responder Service will maintain member personnel files that contain current evidence of member certifications, in-service training documentation, and health records. The First Responder Service will provide the Primary EMS Provider with a complete and current roster of personnel licensed to provide medical care and further agree to supply the Primary EMS Provider an updated roster each time it is published. Copies of member state medical certificates will be supplied to the Primary EMS Provider and updated as member certifications change.

6. MEDICAL EQUIPMENT

The First Responder Service shall provide minimum equipment and supplies as shall be required by Chapter 1200-12-1 General Rules, Tennessee Department of Health, Division of Emergency Medical Services relating to First Responder Services, and as may be specified by the Primary EMS Provider and the Medical Director of the Primary EMS Provider. The Primary EMS Provider may supply disposable items on an item-by-item basis for unit replacement.

Depending upon local situations, departments may agree to buy their own supplies while others may restock from the ambulance service which supplies equipment, including jump bags, Oxygen, and AEDs. Each party shall attempt to recover and secure equipment for return to the appropriate service either at the scene or upon the patient's arrival at the medical facility.

7. COMMUNICATIONS

Upon receipt of a report of an emergency within the Crossville Fire Department First Due area and pursuant to the provisions of this Agreement, the Primary EMS Provider's dispatcher shall notify Crossville Fire Department directly or via the appropriate 911 Communications Center. Said dispatcher shall provide appropriate directions to the scene. After notification from the Communications Center, the First Responder Service shall proceed immediately to the scene of the emergency.

Two-way radio communications will be maintained between the First Responder Service and the Primary EMS Provider on the Crossville Fire Department's radio frequency, 154.190, through Crossville/Cumberland County Central Communications Dispatch Center. Each agency shall execute a frequency agreement for this purpose. All radio communications shall be in "plain English" in accordance with the National Incident Management System (NIMS) standards. The Communications Center shall relay appropriate messages to the Primary EMS Provider's dispatcher, and record times or receipt of call, dispatch, arrival on scene, and return-to-service.

Upon arrival of the first response unit at the scene, the unit shall, as possible, notify the Primary EMS Provider personnel to verify:

- A) The number of patients.
- B) The nature of the emergency and severity of the situation.
- C) The need for rescue and additional resources.
- D) Report of any on-scene hazards.

If a call appears to be a false call, the First Responder Service shall notify the appropriate responding agency through dispatch. The 911 communications dispatcher or ambulance crew shall make the decision to terminate ambulance response.

At the scene of fatalities or upon any delay at the scene of a possible dead-on-arrival where resuscitative effort may not be initiated, the First Responder Service shall notify the dispatcher, await arrival of the ambulance, and secure the scene, following order of the law enforcement officer, coroner, or medical examiner investigator.

The First Responder Service shall not respond to calls for medical assistance unless an ambulance is also dispatched. Should the First Responder Service Unit become aware of the

need for assistance prior to being dispatched, they should advise the 911 dispatch center immediately.

8. RECORDS

The following information shall be recorded on each incident, to be retained in the service log or file:

- A) Date.
- B) Time of arrival.
- C) Location.
- D) Type on incident.
- E) Name of First Responder Service's personnel who provided primary patient care.
- F) Full treatment and incident report including but not limited to a detail of the history taken, examination performed, treatment provided, and equipment used. Said report to be created and altered as needed by the Primary EMS Provider's Medical Director and CQI officer.

Where possible, a patient survey form shall be completed. A copy of the survey form shall be provided to the Primary EMS Provider personnel. Any information obtained from medication bottles, medical alert tags, or witnesses to the incident shall be referred to the ambulance crew. Where CPR is initiated or bystander CPR has been performed, the officer-in-charge should attempt to record the names of rescuers who had patient contact.

A monthly summary report detailing the number and type of incidents and average maximum response times should be posted and filed at the base of operations and with the Primary EMS Provider.

All patient information is confidential and shall not be released in accordance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) except between parties to this Agreement and-or authorized by the HIPAA.

9. INCIDENT COMMAND

It is understood and agreed by the parties hereto that the National Incident Management System (NIMS) and Incident Command will be used on all emergency scenes. In accordance with recognized "Unified Command" procedures, the Primary EMS Provider shall be in charge of medical command on any emergency scenes where patient care is being rendered and shall be

responsible for treatment of patients. The First Responder Service, through the Fire Chief of Crossville Fire Department or his designated person, shall have control of the scene command with respect to incident mitigation, managing traffic, scene safety, and safe access to the scene.

10. INFECTION CONTROL

The First Responder Service agrees to have in place, a working exposure control plan for bloodborne pathogens in accordance with OSHA CFR 1910.1030. The Primary EMS Provider will assist the First Responder Service in complying with the standards for the protection of its members where possible. A plan will be in place for all First Responder Service members, regardless of whether or not compensated employees exist. A copy of the plan will be supplied to the Primary EMS Provider and adherence to the plan will be part of the review process done under the Quality Assurance Program. Each member of the First Responder Service agency will receive yearly update training on the exposure control plan as well as OSHA CFR 1910.1030.

11. IN-SERVICE EDUCATION

An in-service education program will be established by the First Responder Service for the continuing education and update of its members. The First Responder in-service program will be a working program and not merely an action plan. Annual training shall be incorporated into the annual audit of the program to assure compliance with state mandated training guidelines. The Primary EMS Provider will encourage members of the First Responder Service to ride with paramedics from time to time to help in the development of their skills and afford EMT's the opportunity to extend patient care skills throughout the transport of the patient.

12. QUALITY ASSURANCE PROGRAM & ANNUAL AUDIT

To affect Quality Improvement and Competency standards, the first responder coordinator from the Primary EMS Provider, the Primary EMS Provider's Medical Director, and/or a Primary Provider field supervisor may respond to calls for the purpose of evaluating responder skill levels. The evaluation of medical first responders is used to determine the need for training and improve deficiencies in skill levels in providing quality patient care. The Primary EMS Provider Director, or his designee(s), and the Crossville Fire Department Chief, or his designee(s), along with the Primary EMS Provider's Medical Director, shall participate, review, evaluate, and determine the outcome regarding any quality-of-care matters.

As directed by Tennessee Emergency Medical Services General Rule 1200-12-1.16, the parties hereto agree that with regards to medical treatment, medical command, medical protocols, medical standards or procedures and clinical education, the parties will abide by and operate under the direction of the Primary EMS Provider's Medical Director.

13. MALPRACTICE AND LIABILITY INSURANCE

The First Responder Service shall maintain professional liability insurance with coverage of not less than the minimum limits which are set forth in T.C.A. §29-20-403.

All emergency medical services, first response units, and ambulance services shall maintain coverage for negligence (malpractice) or professional liability of not less than one million dollars (\$1,000,000.00) per occurrence. Additionally, the professional liability insurance shall provide for the indemnity of emergency care personnel and the organizations.

14. MEDICAL DIRECTOR

As specifically directed by the Tennessee Emergency Medical Services General Rule 1200-12-1.16, et seq., the following shall fall under the authority and direction of the Primary EMS Provider's Medical Director:

- A) Any and all medical treatment performed by the First Responder Service. All procedures shall be consistent with protocols and/or standing orders as established by the Primary EMS Provider's Medical Director. 1200-12-01.16(2)(b)(2).
- B) Equipment and supplies used by the First Responder Service for Medical Treatment. 1200-12-01.16(2)(A).
- C) All medical direction and protocols and/or standing orders needed for effective Emergency Medical Services in the service area. 1200-12-01.16(2)(e)(b).

15. TERMS AND AGREEMENT

Either party may terminate this Agreement upon thirty days written notice to the other party. The parties hereto agree that this is the complete and entire Agreement between the parties, and this Agreement may not be amended except in writing and signed by both parties.

This Agreement is by and between two independent agencies and is not intended to and shall not be construed to create a relationship of agent, servant, employee, or association.

Violation of any terms within the articles of Agreement shall be grounds for suspension, until such violations have been corrected. Alleged violations of State law or rules shall be reported to the Regional EMS Consultant of the Department of Health.

The parties shall not assign any rights or duties under this Agreement to a third party without the written consent of both parties.

This Agreement will begin on _____, 2022, and continue in force until amended or withdrawn by either party.

In witness whereof, the parties have executed this Agreement on this _____ day of _____, 2022.

**First Responder Service:
Crossville Fire Department:**

**By: _____
Chris South, Fire Chief**

**Primary EMS Provider:
Cumberland County EMS:**

**By: _____
Chris Miller, Service Director**

**Cumberland County Emergency
Medical Services Medical Director:**

**By: _____
James Wojcik, MD
License Number _____**