

Missouri Ambulance Association  
Summer Seminar 2024

# Working with Other Agencies in EMS

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# Topic Outline

Mutual Aid Agreements

Joint Powers Agreements

Memorandum of Understanding

Contracts for Service

Annexation into the District

District Mergers & Consolidation

# Agreements are Contracts

- Always approved by the Board of Directors
  - Notice given in the agenda
  - Motion & Second during the meeting
  - Recorded in the minutes
  - An individual designated to sign the agreement
- Regular Review of Agreements
  - Are they still beneficial to the ambulance service?
  - Expiration or Automatic Renewal

# Mutual Aid Agreements

Establishing the terms under which one agency will assist another by providing resources such as personnel, teams, facilities, equipment or supplies.

# Types & Examples of Mutual Aid Agreements

- **Local Automatic mutual aid**
  - Backup ambulance crew availability
  - Fire/EMS response agreements
- **Local Emergency mutual aid**
- **Regional or Statewide mutual aid**
- **Declared disaster mutual aid**

# Considerations for Mutual Aid Agreements

- Mutual aid assistance when staff shortages are an issue
- ALS / BLS intercepts & patient billing
- Expenses, Reimbursement & Cost-Sharing
- Updated resources & needs (regular review)

# Key Elements in Mutual Aid Agreements

- Purpose & scope of the agreement
- Benefits to each of the parties involved
- Recognition of medical protocols & licenses
- Protocols for radio communications
- Liability & indemnification / Insurance coverage
- Triggering Events
- Reciprocity & Reimbursement
- Modification & Amendment / Term of Agreement

# Occasions for Mutual Aid

- **Depletion of Resources** – A shortage of resources, including, but not limited to, proper and necessary equipment, trained personnel, or supplies, such that in the absence of assistance, the District would be unable to adequately provide emergency services within its own boundaries for a period of more than consecutive four hours.
- **Emergency Event** – A disaster, major catastrophe or other unforeseeable emergency which affects one or more jurisdictions subject to this agreement, and is of sufficient magnitude to jeopardize or impair that jurisdiction's ability to provide adequate emergency service response to the event.
- **Minimum Staffing** – A level of staffing for each District necessary to provide minimal response to the citizens of that district in the event of an emergency. For the purposes of this agreement, the minimum staffing shall be one truck unit, staffed by two licensed personell, who shall remain available to respond to any emergencies within their own district.



# Disaster Related Mutual Aid Agreements

- Consider provisions for training opportunities
- Incident check-in, Scene commanders, Ongoing operations
- Demobilizing – Post-incident review
  - Sharing information under HIPAA and patient outcomes (QA)

# Missouri EMS Mutual Aid System

A system to identify and response to large scale or expanding events requiring emergency medical services, including allocating, mobilization and deployment of EMS resources.



Local EMS Mutual Aid responds to incidents that involve a single EMS service that requires assistance. Typically, routine mutual aid agreements with neighboring services will be used to resolve the matter.

Regional EMS Mutual Aid activates when numerous agencies require assistance beyond those available through standard agreements. State EMS Regional Coordinators are activated to determine what resources are needed.

Statewide events are those impacting multiple regions. SEMA and EMS Strike Teams may be activated and EMS Coordinators have the authority to direct responses into affected areas.

# Joint Powers Agreements

Cooperative agreements between political subdivisions and other agencies to provide a common service within the scope of their shared powers

# Section 70.220 RSMo

- Any political subdivision may jointly contract with any other political subdivision, municipality, federal or state agency, *or any private person, firm, association or corporation*
- To provide a common service, within the scope and powers of the political subdivision
- May create a separate board to oversee the operation of the joint efforts

# Examples of JPA's

- Shared dispatching or emergency coverage with another city or emergency service
- Shared Physical Fitness or Drug testing services with another agency
- Shared management/consulting with another EMS agency
- Shared funds to purchase improvements that benefit both agencies

# Elements of JPA's

- JPA's are contracts that must be approved by a majority of the boards of the participating agencies (Sec. 70.300 RSMo)
- Carefully outline the joint responsibilities of each party
- If creating a separate board, it gains it's own legal identity
- Define when the agreement will terminate

# Opportunities for JPA's

- Consider sharing administrative services with another agency (i.e. management, billing, clerical services)
- Working together with other agencies for training and refresher programs (i.e. CPR certification, PALS, ACLS)
- Opportunities to:
  - Maximize scarce resources & eliminate redundancy
  - Increase service & decrease response times
  - Unify service delivery & lessen bureaucracy

# Memorandum of Understanding

Voluntary agreements which express good faith intentions of the parties to work together, but are generally not legally binding upon each other



# Statutorily Required MOU's

- All Emergency Medical Response Agencies are required to have an MOU with the area ambulance services (Sec. 190.133 RSMo)
- MOU with Law Enforcement for paramedics to be able to treat/transport behavioral health patients suffering from a “likelihood of serious harm” (Sec. 190.174 RSMo)
- A dispatch agency must have a MOU with all ambulance services that it dispatches (Sec. 650.340 RSMo)

# Common Elements of MOU's

- Purpose / Background
  - Why is the MOU necessary?
- Scope of the Agreement
  - How is emergency service being coordinated?
- Policy of the MOU
- Maintenance of Resources
- Oversight & Review

# Common Forms of MOU's

- A MOU between EMS & Law Enforcement for the roles and responsibilities in certain crisis response teams
- MOU's between EMS & first responder entities (such as FD's) to outline the expectations that each has for the other
- An MOU with a local school to provide school buses in the event of a major disaster for patient care
- An MOU with a local sheriff's department for EMS to participate in a tactical response unit

# Sample Mental Health MOU

For patients displaying symptoms of either a likelihood of serious harm to themselves or others or significant incapacitation by alcohol or drugs (67.315 RSMo), which require a crisis intervention, the EMS Agency and the Law Enforcement Agency have agreed to do the following:

- **Differing Restraint Techniques:** Each Agency agrees to identify those situations when the EMS Agency and the Law Enforcement Agency may have different restraint techniques and technologies and how that issue should be handled.
- **Cooperative Interaction in the Field:** Each Agency agrees to train and encourage their respective personnel to interact cooperatively and courteously when dealing with potential crisis intervention field situations, including choice of means of transportation and patient destination decisions.
- **Joint Quality Assurance Review:** Each Agency agrees to periodically jointly review EMS Agency's and the Law Enforcement Agency's responses to crisis intervention situations for quality assurance purposes to insure appropriate performance and conduct.

# Break Time



Almost everything will work again  
if you unplug it for a few minutes,  
including you.

Anne Lamott

# Continuing onward...

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# Contracts for Service

Contract with another agency to provide or operate ambulance service within the district's boundaries

# Contracting for Management

- The Board of Directors has the expressed power to contract for the management/operation of the ambulance district to another entity (Sec. 190.060.5 RSMo)
  - Prior to contracting, Board must conduct a public hearing within 30 days and make required findings
- Public hearing to determine:
  - How will the contract provide benefits to public health?
  - Will it maintain or enhance public access to ambulances?
  - Will it maintain or improve public health and regional EMS?



## After the Public Hearing...

- If public hearing findings support the proposed contract, the district must wait 60 days following the hearing before entering the contract
- Restrictions for public hearing do not apply to renewals of existing agreements (or if district has previously contracted out service)
- **REMEMBER:** Contract may be for entire district, or just a portion of it (specific service area)

# Essential Portions of the Contract

- Define the service area where contract applies
- Define the level of care to be provided
- Who provides what (equipment/personnel/facilities)
- Reports/Statements provided to district
- Responsibilities for medical control & oversight
- Expected response times / Criteria for evaluation
- Penalties for failure to meet goals
- Grounds for termination / Renewal

# Sample Staffing Provision

- Operator shall staff ambulance crews to provide continuity of personnel. Operator shall staff each ambulance with at least one EMT-Basic or above and one EMT-Paramedic. Both must be emergency vehicle operator course (E.V.O.C.) qualified drivers. When ALS care is being rendered, at a minimum the EMT-Paramedic must always be with the patient in the patient compartment.
- Within six months of the date of execution of the agreement, and thereafter within six months of any new employee's hiring date, all ALS ambulance personnel shall obtain and maintain current status in the following:
  - (a) Advanced Cardiac Life Support (ACLS)
  - (b) Pediatric Advanced Life Support (PALS)
  - (c) Incident Management System (IMS) training and certification for line personnel: ICS 100, 200 and NIMS 700, 800
  - (d) Additional IMS training and certification for supervisors: ICS 300,
  - (e) PFD Rehabilitation training in accordance with NFPA 1584
  - (f) E.V.O.C. or equivalent
  - (g) CPR,

# Sample Response Time Standard

- Response Time Standards
  - Liquidated damages in the amount of \$20 per minute, will accrue for each incident in which Operator fails to meet established response time requirement, not including exemptions granted as provided in Exhibit “A” of this Agreement. These liquidated damages will accrue and be paid monthly. The per minute liquidated damages will apply for Operator after the maximum response time is exceeded according to the table set forth below
    - Priority 1 Maximum response time:
      - Urban Zones 13:00 Minutes (13:01 is late)
      - Special Zones 18:00 Minutes (18:01 is late)

# Other Contracts for Service

- Not for Total Management of the District

- Contracting with a hospital for patient transporting
- Community paramedics providing service in another ambulance service area (Sec. 190.098.3 RSMo)
- Contracting with school/university for special event coverage (i.e. football game, rodeo)
- Contracting for ambulance coverage that the district cannot provide

# Reducing an EMS Service Area

- The Bureau of EMS will on consider an application to reduce a service area if there is written documentation that another service will take on the vacated area.
  - Agreement may be by contract or by mutual aid agreement
  - Notice of withdrawal of service must be published one year in advance
- Not available for Ambulance Districts within their district boundaries

# Annexation into District

Incorporating new territory into an existing ambulance district

# Considerations for Annexation

- An existing portion of an ambulance district cannot be annexed into another district (Sec. 190.010 RSMo)
- There is no provision for de-annexation from an ambulance district (as there is for fire protection districts)
- Previously, fire protection districts could forcefully de-annex a portion of an ambulance district if the fire district had an EMS tax.
  - Miller County, Tri-County & Ray County all suffered losses under this old statute (Sec. 190.044).
  - Mr. Frank Foster successfully lobbied to have the statute repealed in 2002.



# Sec. 190.070 RSMo

- Petition for Annexation signed by 10% (or 50 total) of the voters within the proposed area for annexation
  - Filed with County Clerk where most of district lies
  - County Commission conducts hearing, and determines if petition complies with statute
- County Commission submits question to the voters:
  - Shall the area of Jones County not located within an ambulance district be annexed into the Jones County Ambulance District?

# Requirements of the Petition

- Addressed to the County Commission
- Identify the area to be annexed, specifying any cities included in the area
- State the population & assessed valuation of the area to be annexed (although it is only relevant to a formation)
- Signatures of the voters, with appropriate witness

# After a successful election...

- Must pass by a majority in both the area to be annexed & the district in question
  - County Commission enters order directing new boundaries of the district
- Board of Directors issues ordinance approving election (and setting tax rate) & recommending new boundaries for election sub-districts (subject to County Commission approval)

# Consolidating Ambulance Districts

Merging two or more ambulance districts into a new single district

# Section 190.090 RSMo

- Two *or more* ambulance districts may consolidate
  - Initiated by petition of the voters (10% of votes cast in last gubernatorial election) – from each district
  - Resolution by boards of districts seeking consolidation
- Petition/Resolution submitted to County Clerk
  - County commission then orders the question placed on the ballot
  - “Shall the Smith County Ambulance District and the Jones County Ambulance District be consolidated into one ambulance district”

## After a successful election...

- If a majority of votes cast in the new proposed district, County Commission orders districts consolidated
- Within 30 days, County Commission divides newly consolidated district into sub-districts & orders an election for new directors
- The newly consolidated district board meets within one month following their election, choosing a name for the district.
- Former districts cease to exist on thirty-first day following the election of the board. All assets & debts of former districts then belong to consolidated district.

# The Benefits No One Wants

- Sec. 190.090 (Consolidation) has been a provision of EMS law in Missouri since 1971... but it has never been used.
- Some fixed costs can be reduced by consolidation. Larger district can more easily purchase at lower rates and recruit better.
  - Fixed costs such as managers, support staff & medical directors
- Tips from post-consolidated EMS professionals:
  - Don't rush the process / Take time to show & sell the benefits
  - Find ways for providers to maintain their service

# Finding the best tools to serve the citizens of your service area...

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# Thank You!

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