

MEMORANDUM OF UNDERSTANDING
Between the City of Fairview and
the Williamson County Hospital District d/b/a Williamson Medical Center
for the Coordination of
Emergency Medical First Responder Services

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is entered into by and between the City of Fairview, Tennessee (hereinafter referred to as "Municipality") on behalf of its respected emergency response departments electing to provide Emergency Medical First Responder services and the Williamson County Hospital District d/b/a Williamson Medical Center (hereinafter referred to as "WMC"), contracted by Williamson County, Tennessee (hereinafter referred to as "County") to manage and operate the Williamson County Emergency Medical Services (hereinafter referred to as "WCEMS" or "EMS") the County's primary emergency ambulance service which includes the responsibility of establishing procedures, protocols, and conditions that support any qualified governmental agency within Williamson County electing to voluntarily provide Emergency Medical First Responder Services within their jurisdictional boundaries as a fully integrated component of the WCEMS system. The goal of this MOU is to create and operate an organized, prompt, efficient, and safe, high-quality evidence-based and outcomes driven community EMS system of care within Williamson County, Tennessee and all municipalities or townships established within the County. A reference to all parties will be hereinafter referred to as "Agencies".

All Agencies are operating under the authorization of the Tennessee Department of Health and Environment, pursuant to standards adopted by the Tennessee Emergency Medical Services Board under the authority of Tennessee Code Annotated, Section 68-140-301 et seq. All operations conducted in accordance with this MOU shall be in accordance with Chapter 1200-12-01 of the General Rules of the Tennessee EMS Division, and include wording from and reference to T.C.A. § 7-61-102, §12-9-101

The Agencies desire to provide a rapid response and quality care to persons in need of emergency medical assistance and seek to do so through the authorization of:

- T.C.A. § 7-61-102 which authorizes the governing body of any county or city of the state of Tennessee to "provide and maintain and do all things necessary to provide ambulance service as a public service".
- TDH Rule 1200-12-01-16 which requires, "the primary provider to coordinate all medical first responder services within its service area."

It is in the best interest of the County, Municipality, and the general public to establish a system of regulations, policies, and procedures governing the delivery of emergency medical services within their jurisdictional boundaries.

It is the intent of the Agencies that this MOU replace all previous understandings between the Agencies in its entirety.

NOW THEREFORE, the parties enter into the following terms and conditions:

I. Provision of Services

- A. Municipalities shall strive to provide services twenty-four (24) hours a day, seven (7) days a week.
- B. WCEMS agrees to provide Advance Life Support ("ALS") ambulances and EMS Field Supervisors available for response across all of Williamson County including each city or township, twenty-four (24) hours a day, seven (7) days a week. WCEMS shall operate a fully dynamic system, which re-positions deployable resources throughout each twenty-four (24) hour period based on a combination of staffing levels, population density, historical call volume patterns, and response time benchmarks so as to maximize community wide coverage.

II. Nature of Calls

- A. The WCEMS system medical director, as authorized by the EMS system director, and in collaboration with the Municipality, shall pre-determine medical call classification and

prioritization protocols.

- B. All emergency medical requests shall be determined through the 911 call interrogation process and require an expedited dispatch and emergency response of the closest appropriate medical first responder unit(s), WCEMS unit(s), and law enforcement or other support agencies as indicated.
- C. All agencies, including PSAPs, shall have service delivery time objective goals, where applicable, that are consistent with the most current version of NFPA 1710 for the following:
 - a. Alarm Answering Time
 - b. Alarm Handling Time
 - c. Alarm Processing Time
 - d. Alarm Transfer Time
 - e. Turnout Time
 - f. Travel Time
- D. Any Public Safety Answering Point ("PSAP") other than ECOMM shall not transfer any emergency medical request determined to be a cardiac arrest. In these instances, the incident information should be relayed to ECOMM by another means while the original PSAP provides pre-arrival CPR instructions.
- E. Priority 3 medical requests, as defined in the ECOMM CAD system, are determined to only require an immediate non-emergency response of the closest appropriate WCEMS unit which could include state approved non-ambulance based medical providers or re-allocation to other preapproved resources. The designated medical responder can request additional resources as determined by the situation once an assessment or additional information has been provided.
- F. The Municipality shall respond, when dispatched, to the scene of any priority medical emergency within their jurisdiction to render emergency medical care prior to the arrival of and/or in cooperation with WCEMS.

III. Communications Procedures

- A. All response made under this MOU shall be dispatched by ECOMM and the Municipality's dispatch center.
- B. All parties will use the Middle-Tennessee Regional Radio System ("MTRRS") for all radio communications related to response under this MOU.

IV. Designation/Authorization of Emergency Response Vehicles

All authorized emergency vehicles operated by each Agency designated for the utilization of emergency medical care may be used for response under this MOU. Each Agency shall be responsible for ensuring all of its emergency vehicles meet all applicable standards for emergency vehicles as outlined in the State of Tennessee applicable regulations and shall be equipped in accordance with Chapter 1200-12-01 of the General Rules of the Tennessee EMS Division.

V. Personnel and Staffing

- A. Each Agency shall be responsible for ensuring its personnel that are providing patient care have current Tennessee certification/licensure as Emergency Medical Responder ("EMR"), Emergency Medical Technician ("EMT"), Advanced Emergency Medical Technician ("AEMT"), Paramedic ("PM") or Critical Care Paramedic ("CCPM") and maintain current educational requirements as designated by the State of Tennessee.
- B. Authorized scope of practice for each responder will be at the discretion of the WCEMS Medical Director.
- C. The Municipality shall:
 - 1. provide to WCEMS a current roster of all licensed/certified personnel relevant to this MOU as changes occur; and
 - 2. maintain copies of current licensures, certifications, competencies, and verification of training necessary to meet the requirements of the state EMS office annual audit and the agreed upon WCEMS system requirements and provide documentation when requested by WCEMS.

VI. Medical Equipment & Supplies

- A. Medical direction and local protocol will dictate the type and number of medical equipment and/or devices that shall be maintained above and beyond the minimum standards required by TN EMS Rules.
- B. It is the responsibility of each Agency to obtain and maintain the appropriate supplies and equipment in working condition and available at all times for patient care administration.
- C. WCEMS will replenish disposable medical supplies periodically as a medical first responder Agency uses the disposable medical supplies in the process of rendering first responder services as a part of this MOU. The procedures for replenishment of supplies will be determined by agreement of the Agencies.

VII. On-Scene Coordination of Resources, Responsibilities and Roles

- A. When appropriate, the Incident Command System ("ICS") shall be used by the Agencies on each incident to promote a coordinated, efficient, and safe operation. All incident communications, such as requests for additional resources should be channeled through the Incident Commander. In most cases, a single incident commander will be provided from the municipal fire agency.
- B. When applicable, the first Agency on the scene should conduct an initial assessment of the situation including an initial scene survey, number of patients, and smart triage color prioritization of each patient while simultaneously establishing initial assessment and prioritized interventions.
- C. In complex events involving multiple aspects of each agencies operations, Unified Command will be used, pursuant to the National Incident Management System ("NIMS").
- D. Care Coordination
 - a. Team work - regardless of which Agency arrives on the scene first or if they arrive together, the goal is to always prioritize safety, professionalism, and mutual respect to everyone (colleagues, patients, family, by-standers). Providing exceptional patient care is a team effort and requires every responder to focus first on identifying and correcting immediate threats to life, while simultaneously promoting a patient experience that exemplifies caring compassionately for the smallest detail.
 - b. Lead medical providers and hand off of care
 - i. The lead medical provider for the first responder Agency and the primary EMS provider is defined as the individual in charge of patient care with the highest level of EMS licensure they are credentialed to practice at under their individual Agency's policy, Agency command structure, the EMS system medical director, and EMS Rule 1200.
 - ii. The highest-level licensed and EMS system credentialed medical provider on scene, regardless of agency affiliation, will assume the primary responsibility for patient care until relieved by a provider of equal or higher licensure and EMS system credentialing level.
 - iii. To facilitate patient safety and continuity of patient care, the lead medical provider of the first responding Agency transferring patient care ("Transferring Agency") will provide a verbal patient report to the lead medical provider of the EMS team receiving and assuming care of the patient ("Receiving Agency").
 - 1. Such report should include any clinically relevant information concerning the patient's condition and treatment provided prior to transfer ("Transfer Information"). Once the Transferring Agency has communicated the Transfer Information to the Receiving Agency, the Transferring Agency will be relieved of any continued patient-care responsibilities unless otherwise requested by the Receiving Agency.
 - c. Medical first responder arriving first on scene

- i. Ensure the appropriate team leader establishes incident command as indicated and lead medical first responder assumes responsibility for the initial triage, care, and treatment of the patient(s).
 - ii. Survey the scene & rapid initial triage to identify and address immediate life threats and request additional resources as needed.
 - iii. Once EMS arrives on scene – the team should begin to integrate into incident and the care of each patient by receiving a hand off report from the lead medical first responder and then assuming responsibility for patient care and transport decisions.
 - iv. To ensure continuity of care, hand off reports should occur between providers of equal or higher licensure level & EMS system credentialing. EMR, EMT, or AEMT to AEMT or Paramedic to Paramedic.
 - v. First responders will continue to provide support and manpower as needed.
 - d. EMS unit arriving on the scene first
 - i. The appropriate team leader establishes incident command as indicated and the lead medical provider assumes responsibility for the care and treatment of the patient(s).
 - ii. Scene survey & rapid initial triage occurs first to identify and address immediate life threats and request additional resources as needed.
 - iii. When medical first responders arrive on the scene – the team should begin to seamlessly integrate into the incident and the care of each patient by receiving a report from the lead EMS provider and then assuming a supportive role as needed.
 - e. EMS and medical first responder simultaneously arriving on the scene.
 - i. The appropriate team leader establishes incident command as indicated and the Lead EMS provider shall assume responsibility for the care and treatment of the patient(s). The lead medical first responder should work in conjunction with the lead EMS provider to ensure seamless integration and support of the patient.
 - ii. Scene survey & rapid initial triage occurs first to identify and address immediate life threats and request additional resources as needed.
 - iii. Simultaneous arrival creates the opportunity for teamwork and specialization within disciplines, whereas the lead EMS provider and team can focus more specifically on patient care and the lead medical first responder can focus on incident command, logistics, rescue, fire suppression, and overall scene safety.
- E. Universal Precautions will be used on all patients. Each Agency will provide and maintain adequate supplies for its personnel to practice Universal Precautions based on protocol and CDC guidance.
- F. All infectious scene material will be collected and placed in a red biohazard bag by responding Agency for disposal by WCEMS. If WCEMS leaves any scene before this process can be completed, the Agency may coordinate with WCEMS to arrange red bag disposal. Agencies will decontaminate all blood spills on public property prior to leaving the scene.

IX. Medical Direction and Protocols

- A. All aspects of medical care provided under this MOU, including personnel, equipment, training, protocols, and QA are conditioned on authorization of the medical director, and further administered by WCEMS.
- B. Current copies of EMS Protocols & Procedures will be provided to Municipalities in electronic format and the Municipality will be notified in writing of any changes/updates allowing for the distribution of changes to all personnel in a timely manner.

X. Exchange of Patient Information and Quality Assurance

- A. A verbal "hand-off" report will be given to EMS on their arrival, to ensure continuity of care.
- B. Pursuant to the Health Insurance Portability and Accountability Act and T.C.A. § 10-7-504, all personally identifiable patient information and records obtained and maintained by the Agencies are confidential and not disclosable or open for inspection by members of the public. A complete written or electronic patient care report shall be made available to EMS within twenty-four (24) hours of each patient encounter.
- C. The Agencies will provide electronic access to one or more platforms that will permit each to create performance reports and for monitoring the status and location of units providing services under this agreement.
- D. When possible, and in compliance with HIPPA regulations, notable patient outcomes will be shared with municipal representatives
- E. Patient care reports will be evaluated for accuracy and completeness in coordination with WCEMS. Additionally, a random sampling of chief complaints will be reviewed in detail for quality management/training purposes.
- F. WCEMS will establish an EMS Quality Assurance and Training Committee ("Committee") for the purpose of sharing information and formulating recommendations with other Municipal command staff regarding medical response. The municipality will designate at least one individual to represent their agency as a part of the Committee. The Committee will meet at least once per quarter to review emergency medical responses and to address any improvement opportunities or highlights of exceptional performance regarding the provision of emergency medical services as described herein. The Committee may identify and recommend needed changes regarding patient care, the protocols, procedures, response, or other related matters. The Committee will establish a plan for coordinated training and community disaster response preparation.

XI. Training

- A. Each Agency shall require all licensed/certified personnel to annually:
 - 1. Attend a minimum of six (6) hours of medical continuing education; and
 - 2. Attend annual competency testing authorized by the medical director.
- B. The Agencies will collaborate in the distribution of their respective training calendars in an effort to provide all personnel from each Agency an opportunity to participate in emergency medical services training and/or emergency services operations training.
- C. Training will be consistent with TDH Rule 1200-12-01-.04 renewal requirements for certification or licensure and consistent with TDH Rule 1200- 12-01-.14(5) – (7). Pursuant to TDH Rule 1200-12-01-.14(7) the training Agency will grant Continuing Education Units (CEUs) for in-house training conducted by that Agency and provide all documentation required to make the record under this Rule.

XII. Liability Insurance

Each Agency shall maintain professional liability insurance, general liability, workers compensation as required by law, and medical malpractice with coverage not less than the tort liability limits established under the Tennessee Governmental Tort Liability Act to provide indemnity to emergency care personnel and the organization to the fullest extent permissible by applicable law. Each Emergency Medical First Responder Service shall maintain no less than the minimum liability coverage which is set forth in T.C.A. § 29-20-403.

XIII. Terms of MOU

- A. This MOU is by and between independent agencies and is not intended to and shall not be construed to create a relationship of agents, servants, employees, or associations.
- B. The employees of the Municipality and County are solely the officers, agents, or employees of the entity that hired them. Each Agency assumes any and all liability for the payment of salaries, wages, or other compensation due or claimed due, including workers' compensation claims of each Agency's employees. Neither the Municipality nor the County is liable for compensation or indemnity to the Municipality's employee for injury or sickness arising out of the employee's employment. The Agencies shall not assign any rights or duties under this

MOU to a third party without the written consent of both Agencies. This MOU may be amended by written agreement of the Agencies.

- C. The Agencies agree to comply with any applicable federal, state, and local laws and regulations. Each Agency is responsible for reporting alleged violations of state law or rules to the Regional EMS Consultant of the Department of Health. The Agencies will not contact any state authority regarding the other Agency without first consulting with the other Agency's highest level command authority.
- D. This MOU shall be effective upon obtaining signatures from WMC and the Municipality. This MOU will remain in effect for a term of three (3) years and may be extended for one additional three (3) year term upon the mutual agreement of the parties no later than ninety (90) days prior to the expiring term. Either Agency may terminate their participation in this Agreement upon no less than one hundred eighty (180) days prior written notice to the other Agency.
- E. Any party has the right to terminate this Agreement in the event of a material breach by another party. In the event of any actual or suspected material breach, the non-breaching Agency will provide written notice of the breach, and the breaching Agency has 30 days from the date of the notice to cure the breach. Should the breach not be cured within that period, the non-breaching Agency may exercise its right of termination by providing the required notice of termination.

IN WITNESS WHEREOF, the parties have executed this MOU on ____ of _____, 2022.

City of Fairview, Tennessee

By: Scott Cousins Date: 11-2-2022

Name/Title: SCOTT COUSINS | CITY MANAGER

By: _____

Williamson County Hospital District d/b/a Williamson Medical Center

By: Philip J. Mazzuca Date: 11/11/22

Name/Title: PHILIP J. MAZZUCA CEO

Blue
Ink