

# Emergency Medical Services Backfill Agreement

As used in this section, the following words shall have the following meanings unless the context clearly requires otherwise:

- A. "Agreement", the statewide ambulance service agreement established in this section also referred to as "Backfill Agreement"
- B. "Authorized representative", Ambulance service President, Owner, Chief Operations Officer, or representative.
- C. "Backfill Agreement" the cross-jurisdictional provision of emergency services, from one service to another when existing resources are, or may be, inadequate or depleted.
- D. "Incident", an event, emergency (natural or man-made) that depletes the resources of a service or exceeds the response capabilities of that service.
- E. "Requesting party", a party that requests aid or assistance from another party pursuant to the agreement.
- F. "Sending party", a party that renders aid or assistance to another party under the agreement.

1. This contract shall be a statewide agreement to create a framework for the provision of backfill agreement among the parties to the agreement in the case of an incident. The assistance to be provided under the agreement shall include, but not limited to emergency medical services standby coverage, emergency response, or patient transportation. This agreement shall include all ground ambulance services.
2. Each transporting service shall have 2 signed backfill agreement contracts with a service from an adjoining county [per State EMS service license number in effect] in order to maintain continuous coverage to their service area. Signed documents must be kept current and on file with the Section of EMS.
3. A request by a party to receive backfill assistance under the agreement shall be made, either orally or in writing, by an authorized representative of the requesting party and shall be communicated to an authorized representative of the sending party or to the agency; provided, however, that if the request is communicated orally, the requesting party shall submit the request to writing and deliver it to the sending party at the earliest possible date, but not later than 72 hours after making the oral request. The written request shall be submitted to the Section of EMS and the Regional Trauma Advisory Committee (TRAC)

4. An oral and written request for backfill assistance under the agreement shall include the following information:

- a. description of the need for backfill;
- b. the nature, type and amount of personnel, equipment or resources being requested;
- c. the manner in which the resources shall be used and deployed;
- d. a reasonable estimate of the length of time for which the resources shall be needed;
- e. the location to which the resources shall be deployed; and
- f. the requesting party's point of contact.

5. The service that receives a request for backfill assistance shall provide and make available, to the extent reasonable and practicable, the resources requested; provided, however, that a sending party may withhold requested resources to the extent necessary to provide reasonable protection and coverage for its own service area.

6. The requesting party shall be responsible for the overall operation and assignment of resources and personnel provided by a sending party. The sending party shall retain direct supervision, command and control of personnel, equipment and resources provided by the sending party unless otherwise agreed to by the requesting party and the sending party. During the course of rendering backfill assistance under this agreement, the sending party shall be responsible for the operation of its equipment and for any damage unless the sending party and the requesting party agree otherwise in writing.

7. All expenses incurred by the sending party in rendering backfill assistance pursuant to this agreement shall be paid by the sending party; provided, however, a requesting party and a sending party may enter into supplementary agreements for reimbursement of costs associated with providing backfill assistance incurred by a sending party.

8. Except as otherwise agreed to by the parties, the sending party shall seek reimbursement for the actual costs of responding to the requesting parties backfill request at a cost agreed to by each party in writing prior to the initiation of the backfill request.

9. No party shall make any claim against another party for refusal to send the requested resources where such refusal is based on the judgment of the responding party that such resources are either not available or are needed to provide reasonable protection and coverage for its own service area..

10. While providing backfill assistance under this agreement, employees of a sending party shall: be afforded the same powers, duties, rights and privileges as they are afforded in the sending party's service area as defined in the Arkansas EMS Rules and Regulations.

11. Services providing ambulance transport or other services normally billed for will be entitled to their usual fees for service and are responsible for their own billing, insurance filing and collection activity.

12. The requesting party shall not be responsible for any claims by third parties for property damage or personal injury which may arise out of the activities of the sending party or its employees, agents or assigns, including travel, while providing backfill assistance under the agreement.

13. This contract shall not affect, supersede or invalidate any other contracts, statutes or regulations.

This Agreement shall be in full force and effect upon execution by all Parties hereto. This Agreement shall remain in effect for a period of ten years unless cancelled by any Party by giving thirty days written notice to the Section of EMS. The Agreement may be amended by agreement of all of the Parties.

IN WITNESS THEREOF, the following Parties have duly executed this Agreement:

By:

Authorized representative: \_\_\_\_\_ Date: \_\_\_\_\_

Ambulance Service: \_\_\_\_\_ Date: \_\_\_\_\_

Authorized representative: \_\_\_\_\_ Date: \_\_\_\_\_

Ambulance Service: \_\_\_\_\_ Date: \_\_\_\_\_