**EMERGENCY MEDICAL SERVICES COMMISSION**

To EMS Service Provider Organizations:

The Indiana EMS Commission has prepared template language in conjunction with the Indiana Department of Homeland Security in order to facilitate agreements between EMS organizations where one organization is providing transport for another responding EMS organization.

These draft provisions may be incorporated into an agreement between provider organizations, as set forth in 836 IAC 1-11-2(e). It is recommended that organizations voluntarily electing to use any of this language in their agreements tailor it as needed for their specific circumstances, since coverage areas vary and have their own unique characteristics.

The template language provided in this document is for general use and does not, and is not intended to, constitute legal advice. Neither the EMS Commission nor the Indiana Department of Homeland Security are parties to an agreement between provider organizations, and those that use this template language are doing so at their own risk.

**Provider organizations should contact their legal departments or attorneys for legal advice or review when developing and entering into any provider agreement.**

***Adopted by the Indiana EMS Commission on February 19, 2021, as acceptable language that may be used for meeting the requirement for non-transport organizations that utilize a mechanical aid to CPR to have an agreement with the transporting organization that addresses how the mechanical aid to CPR will be handled in terms of transfer of care.***

**Template Language for Basic Transport Agreement**

* Whereas Indiana Administrative Code 836 (IAC) 1-11-2(e) requires that basic life support nontransport provider organizations shall have and maintain in place an agreement between the nontransport organization and an ambulance service provider organization certified under IC 16-31. The agreement shall: (1) ensure that the nontransporting provider organization can be assured that patients treated shall be transported in a timely and safe manner; and (2) not preclude another ambulance service provider organization, if available, from transporting the patients.
* Initial EMS responding organization (name), hereinafter referred to as “responding organization” and EMS transport organization (name), hereinafter referred to as “transporting organization” hereby reach the following agreement regarding transport of emergency patients.
* When responding to a 911 emergency call, responding organization and transporting organization shall be both dispatched. Responding organization agrees to perform initial EMS contact and care for the patient according to the organization certification level. Transporting organization agrees to respond in a timely and safe manner and transport the patient to an appropriate medical destination. Should an alternate EMS provider ambulance be closer and available, responding organization may utilize that provider and disregard the transporting organization in this agreement. If transporting organization cannot accept the transport for any response due factors such as other responses, then transporting provider shall notify dispatch or the responding organization as soon as possible.
* Responding crew/organization agrees to provide transporting crew/organization with a written run report, including any CPR device reports (if available) within 24 hours of the initial dispatch time.
* Both responding organization and transporting organization shall maintain current Indiana EMS provider organization certification status under the Indiana EMS Commission. If either party has an expired or invalid Indiana EMS certification, this agreement will automatically terminate.
* A copy of this agreement shall be provided to the Indiana Department of Homeland Security by both parties with their Indiana EMS provider certification application(s).
* This agreement shall last for a period of years.
* This agreement may be terminated with notice by either organization to the other organization on writing with thirty (30) days’ notice and sent to the address listed in this agreement.

**Template Language for Mechanical Aids to CPR Device Transport Agreement**

* Whereas, the Indiana EMS Commission has authorized the use of mechanical aids to CPR devices as included in the Indiana Scope of Practice for emergency medical responders (EMRs) and emergency medical technicians (EMTs) which allows BLS non-transport EMS providers to utilize the CPR devices.
* Whereas, the Indiana EMS Commission, in approving the expanded scope of practice to the EMR level, noted that there would be BLS non-transport provider organizations utilizing the CPR devices on scene when a transport provider would arrive and not be using the CPR device and approved the expanded scope with the stipulation that the non-transport provider and the transport provider prior to using the CPR devices.
* Initial EMS responding organization (name), hereinafter referred to as “responding crew” and EMS transport organization (name), hereinafter referred to as “transporting crew” hereby reach the following agreement regarding transport of emergency patients as it relates to transfer of care where a mechanical aid to CPR device (hereinafter referred to as “CPR device.”
* Written protocols and any SOPs relating to cardiac arrest management and utilization of the CPR device will be exchanged concurrently with execution of this agreement.
* Training information or a training session on the CPR device shall be made available to transporting organization upon reasonable request.
* Upon written request of transport organization, responding organization shall provide evidence of liability insurance that would cover any litigation arising from usage of the CPR device.
* Parties acknowledge that the CPR device will be utilized by responding provider in the event that conditions of the written protocol issued by the responding provider medical director have been met.
* Upon arrival at the scene of a cardiac arrest by the transporting crew:
	+ A brief verbal report of the medical situation/patient condition shall be provided by the responding crew to the transporting crew.

* + The transporting crew shall assume patient responsibility with the responding crew either assisting the transporting crew or verbally released from the scene.
	+ The transporting crew will then assess the patient and make a determination of the patient status including whether CPR should be continued.
* If it is determined that CPR should continue on scene (based on patient condition and protocol of the transporting organization), then utilization of the CPR device shall be as follows:

* [Use of the CPR device shall be discontinued on scene with responding crew promptly removing the device. CPR shall be performed manually by crews on scene.]
* [Use of the CPR device shall be resumed on scene with the responding crew responsible for the CPR device operations with effectiveness determination by both organization’s crews on scene on scene.]
* [Use of the CPR device shall be resumed on scene with both the responding crew and transporting crew dually sharing operations of the CPR device and monitoring for effectiveness (only individuals that are trained on the CPR device as permitted to utilize or operate it).]
* If it is determined that the patient should be transported with CPR continued (based on patient condition and protocol of the transporting organization), then utilization of the CPR device shall be as follows:
	+ - [Use of the CPR device shall be discontinued on scene with responding crew promptly removing the device.]
			* [During transport, CPR shall be manually performed by the transporting crew.]
			* [During transport, CPR shall be manually performed by members of both crews (with crew members of responding organization riding in the ambulance with the transporting organization crew).]
		- [Use of the CPR device will continue during transport with responding crews sending at least two members in the ambulance with the transporting crews for operations of the CPR device.]
* If at any time, either the responding crew or the transporting crew have concerns about the effectiveness of the CPR device, then the CPR device should be discontinued and removed with manual CPR initiated after a reasonable period for troubleshooting.
* Responding crew/organization agrees to provide transporting crew/organization with a written run report, including any CPR device reports (if available) within 24 hours of the initial dispatch time.
* Both medical directors of the organizations they represent agree to conduct a meeting at least every six (6) months where they can specifically review some cardiac arrests where the CPR device was utilized in order to determine effectiveness of the agreement and any areas that need further education or training for their affiliated crew members.
* Both responding organization and transporting organization shall maintain current Indiana EMS provider organization certification status under the Indiana EMS Commission. If either party has an expired or invalid Indiana EMS certification, this agreement will automatically terminate.
* A copy of this agreement shall be provided by both parties to the Indiana Department of Homeland Security within seven (7) days of execution of this agreement and subsequently with their Indiana EMS provider certification application(s).
* This agreement shall last for a period of years.
* This agreement may be terminated with notice by either organization to the other organization on writing with thirty (30) days’ notice and sent to the address listed in this agreement.