

OPINION NO. 77-087**Syllabus:**

1. A joint ambulance district has express authority under R.C. 505.72(B) to furnish to the entities named therein ambulance and emergency medical services under a contract not to exceed three years.
2. Immunity under R.C. 4731.90 extends to EMT-As and paramedics employed by a joint ambulance district who perform the services listed in said section outside the district.
3. Injuries sustained by an individual employed by or a volunteer with a joint ambulance district while providing emergency medical services outside the district pursuant to contract authorized by R.C. 505.72(B) are compensable by Workers' Compensation.

To: James A. Norton, Chancellor, Ohio Board of Regents, Columbus, Ohio
By: William J. Brown, Attorney General, December 9, 1977

I have before me the request of the Vice Chancellor for my opinion on several questions pertaining to joint ambulance districts established pursuant to R.C. 505.71 and 505.72. Specifically, you ask:

1. May the Board of Trustees of a joint ambulance district enter into a contract with another government unit or political subdivision outside their district to provide emergency medical services?
2. If a joint ambulance district may enter into such a contract to provide emergency medical service outside the district, will the liability coverage obtained by the ambulance service continue to cover individuals outside the district? In addition, it is important to know if the Good Samaritan coverage provided by [R.C.] 4731.90 will still provide immunity to an individual in the performance of his or her emergency duties outside a joint ambulance district.
3. If the joint ambulance districts may enter into such contracts in order to provide emergency medical services outside their districts, will the coverage of Worker's

Compensation for the individuals providing emergency medical services be continued while outside the district?

Joint ambulance districts are provided for in R.C. 505.71 and 505.72. R.C. 505.71 sets forth rules for the establishment and governance of such a district. R.C. 505.72(B) sets forth the power of the district to engage in contracts for the provision of ambulance and emergency services. That section states in pertinent part that:

In order to obtain ambulance service, to obtain additional ambulance service in times of emergency, or to obtain emergency medical services, a district may enter into a contract, for a period not to exceed three years, with one or more townships, municipal corporations, joint fire districts, nonprofit corporations, any other governmental unit, or with private ambulance owners, regardless of whether such townships, municipal corporations, joint fire districts, nonprofit corporations, governmental unit, or private ambulance owners are located within or without the state, upon such terms as are agreed to, to furnish or receive ambulance services or emergency medical services . . . if such contract is first authorized by all boards of trustees and legislative authorities concerned. (Emphasis added)

At first glance, it might appear that a joint ambulance district can only contract with the parties enumerated in R.C. 505.72(B) "in order to obtain" ambulance and emergency services. Such a reading would not authorize such a district to contract solely for provision of services with another governmental unit or subdivision not within the district. However, this interpretation would render the words ". . . to furnish . . ." contained in the division meaningless. R.C. 1.47(B) mandates that a statute be construed so that each of its provisions is effective. In conformity with this statutory rule of construction, I must conclude that a joint ambulance district has express authority to furnish, pursuant to R.C. 505.72(B), to the entities named therein, ambulance and emergency medical services, under a contract not to exceed three years.

Further support for this conclusion is found by analyzing R.C. 505.443, which authorizes a township to contract for the provision of ambulance and emergency medical services. That section states, in pertinent part:

In order to obtain ambulance service, to obtain additional ambulance service in times of emergency or to obtain emergency medical service, any township may enter into a contract, for a period not to exceed three years, with one or more townships, municipal corporations, counties, nonprofit corporations, or private ambulance owners, regardless of whether such townships, municipal corporations, nonprofit corporations, or private ambulance owners are located within or without the state, upon such terms are agreed by them, to furnish or receive ambulance services or emergency medical services . . . if such contract is first authorized by respective boards of township trustees or other legislative bodies . . . (Emphasis added)

The language of this section is almost identical to that of R.C. 505.72(B). These statutory provisions appear to be designed to confer the same authority upon the governmental bodies named therein. By looking at the legislative histories of R.C. 505.443 and 505.72(B), it becomes apparent that townships were intended to have the power to contract with other governmental units to provide ambulance and emergency services. R.C. 505.443 became effective on September 20, 1967. House Bill 1173, which created R.C. 505.72, became effective on August 30, 1974. As discussed previously, R.C. 505.72(B) authorizes joint ambulance districts to

contract to obtain ambulance and emergency services from, inter alia, townships. It is axiomatic that one cannot receive something from another who cannot give it. The phrase "to furnish" in R.C. 505.443, irrespective of the modifying words "to obtain", enables a township to furnish ambulance and emergency services to other governmental units. Otherwise, a joint ambulance district could not in fact contract with township for receipt of such services. This interpretation would contravene the plain language of R.C. 505.72(B), which specifically authorizes joint ambulance districts to do so. Therefore, I conclude that the use of nearly identical language in R.C. 505.72(B) and R.C. 505.443 implies an intention to permit joint ambulance districts to both receive and furnish ambulance and emergency services to the governmental units outside the district.

Your second question actually consists of two separate questions, one dealing with liability insurance coverage, and the other with the effect of out-of-district service on tort immunity provided to those persons mentioned in R.C. 4731.90. Turning first to the insurance questions, it must first be remembered that governmental units established by state statute are instrumentalities of the state and consequently may not purchase liability insurance for their employees, absent express statutory authorization. 1972 Op. Att'y Gen. No. 72-090.

Specific statutory authorization for the purchase of insurance is conferred by a number of provisions of the Revised Code. An example of such authorization is R.C. 9.83, which permits a political subdivision of the State to procure insurance coverage for its employees for liability arising out of operating a vehicle owned or operated by that subdivision in the course of employment. Since, as was recently discussed in 1977 Op. Att'y Gen. No. 77-066, a joint ambulance district is a political subdivision, such a district is authorized by R.C. 9.83 to purchase insurance as provided therein. To the extent that the purchase of insurance you describe is of the type authorized by R.C. 9.83, or is otherwise authorized by statute, it is my opinion that the terms of the policy of such insurance would control in attempting to determine whether employees performing out-of-district services have coverage.

R.C. 4731.90 extends "Good Samaritan" protection to emergency medical technicians-ambulance (EMT-A) and paramedics. It states that:

(A) No EMT-A or paramedic shall be liable in civil damages for administering emergency medical care or treatment outside of a hospital or doctor's office, and no licensed medical doctor or doctor of osteopathic medicine and surgery, or a registered nurse designated by a physician based in a hospital and advising or assisting in the emergency care or treatment, by means of any communication or telemetering system, shall be liable in civil damages unless the care, treatment, advisory communication, or assistance is provided in a manner constituting willful or wanton misconduct.

* * *

R.C. 4731.90(B) provides similar immunity to, inter alia, joint ambulance districts from liability under the doctrine of respondent superior for the non-willful or wanton torts of EMT-A or paramedic in their employ.

This section provides immunity to EMT-As and paramedics for administering various types of medical care. It does not limit this immunity to a particular geographical area. Therefore, I conclude that protection of R.C. 4731.90 extends to EMT-As and paramedics, irrespective of where the services listed in that section may be performed.

In answer to your last question, I have previously determined in 1976 Op. Att'y Gen. No. 76-035 that there are three fundamental elements in the determination of the compensability of worker's compensation claims. They are:

1. Existence of a contract for hire between an amenable employer and the injured employee.

2. The employee must sustain an accidental injury in the course of and arising out of his or her employment with an amenable employer.

3. The injured employee must have sustained some disability as the direct result of the injury.

(See R.C. 4123.46 and 4123.54)

The first element would be met for all employees of a joint ambulance district. Further, R.C. 4123.03 allows the subdivision being served to purchase worker's compensation coverage for volunteers, despite the lack of an actual employer-employee relationship which would otherwise be required. Presumably, the third condition would also be met. The only possible barrier to coverage would be the second element. However, as previously stated, a joint ambulance district is authorized to contract to provide ambulance and emergency services outside its boundaries. An employee or volunteer performing such services would be doing so pursuant to such contract. If that person was hurt while performing duties outside the district, the injury would have been sustained while in the course of his or her employment. Therefore, it is my opinion that injuries sustained by an individual employed by or a volunteer with a joint ambulance district while providing emergency medical services outside the district pursuant to a contract authorized by R.C. 505.72(B) are compensable by Worker's Compensation.

Accordingly, it is my opinion, and you are so advised, that:

1. A joint ambulance district has express authority under R.C. 505.72(B) to furnish to the entities named therein ambulance and emergency medical services under a contract not to exceed three years.
2. Immunity under R.C. 4731.90 extend to EMT-As and paramedics employed by a joint ambulance district who perform the services listed in said section outside the district.
3. Injuries sustained by an individual employed by or a volunteer with a joint ambulance district while providing emergency medical services outside the district pursuant to contract authorized by R.C. 505.72(B) are compensable by Worker's Compensation.