

STATE OF CONNECTICUT

DEPARTMENT OF PUBLIC HEALTH

Manisha Juthani, MD
Commissioner



Ned Lamont
Governor
Susan Bysiewicz
Lt. Governor

PUBLIC HEALTH HEARING OFFICE

6/5/2025

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RE: Town of Wethersfield, Request to Change Primary Service Area Responder Petition # 24-003

Enclosed please find a copy of a Proposed Memorandum of Decision rendered by Hearing Officer Kevin Hansted in the above-referenced matter.

Pursuant to Connecticut General Statutes § 4-179 and Regulations of Connecticut State Agencies § 19a-9-29(h), any party who wishes to challenge a proposed final decision shall file exceptions or a brief or request oral argument, within twenty-one (21) days of the mailing of the decision. Any party who wishes to present a brief or requests oral argument in support of a proposed final decision shall do so within thirty-five (35) days of the mailing of the decision.

If no such request is received by June 27, 2025, the Commissioner will assume those rights to be waived and will render a Final Decision in this matter.



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Affirmative Action/Equal Opportunity Employer



RE: Town of Wethersfield, Request to Change Primary Service Area Responder Petition # 24-003

If the applicant [or appellant] wishes to expedite the process and avoid the necessity that the Commissioner await the expiration of the aforementioned twenty-one (21) days, the applicant [or appellant] may submit a written statement to the Commissioner affirmatively waiving those rights.

All filings shall be sent to the Public Health Hearing Office via email at: phho.dph@ct.gov

Sincerely,

Lorraine Walker

Public Health Hearing Office
Hearing Liaison

cc. Lorraine Cullen, Chief, Healthcare Quality and Safety Branch
Raffaella Calciano, Director, EMS
Renee Holota, OEMS
Frank L. Glowski EMT, EMS-I, Region 3 Coordinator

**STATE OF CONNECTICUT
DEPARTMENT OF PUBLIC HEALTH
PUBLIC HEALTH HEARING OFFICE**

In Re: Town of Wethersfield
Request to Change Primary
Service Area Responder
Petition # 24-003

PROPOSED MEMORANDUM OF DECISION

On 23 hearing dates between April 19, 2024 and January 21, 2025, the Department of Public Health (“the Department”) held a contested case hearing regarding an Application filed by the Town of Wethersfield (“Town” or “Wethersfield”) seeking a change in its primary service area responder (“PSAR”).

Based upon the record and as detailed hereinafter, the Hearing Officer recommends the petition of the Town of Wethersfield seeking a change in its primary service area responder be approved and that the PSAR at the Basic Life Support (“BLS”)¹ and Advanced Life Support (“ALS”)² levels be assigned to Aetna Ambulance Service, Inc. effective immediately. This Proposed Memorandum of Decision represents the Hearing Officer’s recommendation in this case.

Procedural Background

On January 16, 2024, the Town filed a request for a change in its PSAR by submission of an alternative local emergency medical services (“EMS”) plan (the “Alternative Plan”) pursuant to General Statutes § 19a-181f(a)(5)³. On February 23, 2024, a Notice of Hearing (“Notice”) was sent to the Town and Wethersfield Emergency Medical Services Association, Inc. (“WEMSA”) as the current PSAR. The hearing was scheduled for March 26, 2024, but was rescheduled at the request of the parties, and ultimately began

¹ BLS involves non-life-threatening injuries or conditions.

² ALS involves potentially life-threatening injuries or conditions.

³ On January 9, 2024, the Town submitted an emergency petition to immediately suspend WEMSA as the PSAR. That Petition was rescinded by the Town on January 23, 2024. Accordingly, this Proposed Memorandum of Decision only addresses the Application filed by the Town on January 16, 2024.

on April 19, 2024. WEMSA and Aetna Ambulance Service, Inc. (“Aetna”)⁴ were made parties to this proceeding. The record was closed on March 31, 2025.

Findings of Fact

After considering the entire record including the application, exhibits, testamentary and documentary evidence presented during the hearing, this Hearing Officer proposes the following findings of fact:

1. Wethersfield is a Connecticut municipal corporation. Record Exhibit (Rec. Ex.”) 2; WEMSA Ex. X.
2. Aetna is a Connecticut licensed EMS organization with a base of operations located at 140 Van Block Avenue, Hartford, Connecticut. Town Exs. 2 and 3.
3. WEMSA is a Connecticut certified EMS organization with a base of operations located at 206 Prospect Street, Wethersfield, Connecticut. WEMSA Ex. GG.
4. Wethersfield is twelve (12) square miles bordered by Hartford to the North, East Hartford to the Northeast, Newington to the East, Rocky Hill to the South, and Glastonbury to the East. (the "Service Area"). Town Exs. 2 and 31.
5. The population of Wethersfield is approximately 27,000. Town Ex. 2.
6. WEMSA is the designated PSAR at the BLS and ALS levels for Wethersfield. Town Ex. 10; WEMSA Ex. GG, pp. 13-14.
7. St. Francis Hospital and Medical Center serves as the Sponsor Hospital⁵ for WEMSA. WEMSA Ex. GG, p. 14.
8. Hartford Hospital serves as the Sponsor Hospital for Aetna. WEMSA Ex. III.
9. WEMSA has written mutual aid agreements with Rocky Hill Volunteer Ambulance (“Rocky Hill”) at the BLS level, Newington Volunteer Ambulance (“Newington”) at the BLS level, Glastonbury EMS (“Glastonbury”) at the BLS level, and New Britain EMS (“New Britain”) at the BLS and ALS levels. WEMSA Ex. GG.
10. The Wethersfield Police Department serves as the Town’s Public Safety Answering Point (“PSAP”)⁶. Town Ex. 2.

⁴ Aetna is the proposed new PSAR.

⁵ A Sponsor Hospital is one that provides medical oversight to paramedics and EMTs.

⁶ PSAP is a call center that receives and processes 9-1-1 calls from the public and dispatches emergency

11. The Town does not have a Local EMS Plan as required by Conn. Gen. Stat. § 19a-181b. Town Ex. 36; 7/22/24 Tr., pp. 1742-1743.
12. Historically, Aetna provided ALS services and back-up BLS services to Wethersfield pursuant to a contract between WEMSA and Aetna that was terminated by WEMSA on April 19, 2021 (the “ALS Contract”). Town Exs. 10, 12, and 15; 5/17/24 Transcript (“Tr.”), p. 844; 9/11/24 Tr., p. 2297.
13. Subsequent to the termination of the ALS Contract, Aetna has continued to provide ALS services to Wethersfield. Town Exs. 13 and 15; 5/8/24 Tr., p. 734.
14. In the event Aetna ceases to provide ALS services to Wethersfield, WEMSA will provide all BLS and ALS services (the “WEMSA Plan”). WEMSA Ex. GG.
15. WEMSA has never provided ALS services. Town Ex. 10.
16. WEMSA is authorized to operate three (3) ambulances and one (1) non-transport EMS vehicle in the State of Connecticut. Town Ex. 64; WEMSA Ex. GG, p. 13.
17. WEMSA currently owns three (3) ambulances. 9/10/24 Tr., p. 2086.
18. WEMSA does not own any non-transport EMS vehicles. 11/12/24 Tr. Executive Session, pp. 38-39; 11/25/24 Tr., pp. 2860-2861.
19. During the period of August 1, 2023 through July 31, 2024 there were approximately 4000 EMS calls in Wethersfield. Town Ex. 57.
20. Under the WEMSA Plan, WEMSA will have two (2) BLS ambulances in the Town operating 24 hours per day, seven days per week, 365 days per year (“24/7/365”), with a third ambulance available for backup coverage. WEMSA Ex. GG, p. 14; WEMSA Ex. V-1; 8/7/24 Tr., p. 1903; 11/12/24 Tr., pp. 2774-2775.
21. Under the WEMSA Plan, WEMSA will have two (2) ALS response units in the Town operating 24/7/365. WEMSA Ex. GG, p. 14; V-1; 8/7/24 Tr., p. 1903; 11/12/24 Tr., pp. 2774-2775.
22. Under the WEMSA Plan, WEMSA is required to respond to Priority 1⁷ calls within eight (8) minutes fifty-nine (59) seconds 90% of the time. WEMSA Ex. GG, p. 22.
23. Under the WEMSA Plan, WEMSA is required to respond to Priority 2⁸ calls within ten (10) minutes fifty-nine (59) seconds 90% of the time. WEMSA Ex.

responders.

⁷ Priority 1 are EMS calls in which the acuity level of the patient is life threatening.

⁸ Priority 2 are EMS calls in which the acuity level of the patient is non-life threatening.

GG, p. 22.

24. Under the WEMSA Plan, WEMSA is required to submit quarterly call reports to the Town. WEMSA Ex. GG, p. 27.
25. WEMSA does not have any licensed Paramedics on its staff and utilizes a staffing service, Emergency Resource Management (“ERM”), to staff its EMS vehicles with Paramedics. WEMSA Exs. 58, BBB, BBB-1; 9/10/24 Tr., pp. 2121-2122, 2149, 2156; 10/16/24 Tr., pp. 2599, 2606, 2608; 11/25/24 Tr., p. 2883; 12/10/24 Tr., p. 102; 12/10/24 Tr. Executive Session, pp. 110-11.
26. The ERM Paramedics will supervise themselves. WEMSA Ex. V-1; 11/25/24 Tr., pp. 2912-2917; 12/10/24 Tr. Executive Session, p. 119.
27. The proposed contract between WEMSA and the Town (“WEMSA Contract”) does not include a provision for the Town to pay a subsidy to Aetna. WEMSA Ex. GG.
28. Aetna is authorized to operate, and owns, twenty-six (26) ambulances and three (3) non-transport EMS vehicles in the State of Connecticut. Town Ex. 2.
29. Aetna is the designated PSAR at the BLS and ALS levels for the South End of Hartford. 6/24/24 Tr., pp. 1165-1166.
30. Aetna has a contract to provide BLS and ALS services to Rocky Hill. 6/24/24 Tr., pp. 1165-1166.
31. Aetna uses a regional model whereby it supplies EMS coverage to Wethersfield, the South End of Hartford, and Rocky Hill. These areas are bordered to the East by East Hartford and Glastonbury and, together with South Windsor, Manchester, and Bolton, make up Region 3. Town Ex. 3; Town Ex. 31; 5/8/24 Tr., p. 708; 6/24/24 Tr., pp. 1165-1166.
32. Daily, Aetna deploys 10-12 ALS ambulances and 10-12 BLS ambulances during the day and 8-10 ALS ambulances and 3-5 BLS ambulances at night to cover its responsibilities in Wethersfield, the South End of Hartford, and Rocky Hill. 6/24/24 Tr., pp. 1156-1157.
33. Aetna uses a computer aided dispatch (“CAD”) system which allows for quick tracking and reallocation of ambulances. 6/24/24 Tr., pp. 1159-1160.
34. Aetna uses EMS Loop which provides real-time traffic conditions and re-routing of ambulances. 12/11/24 Tr. Executive Session, p. 22.
35. Aetna uses a dynamic deployment model to dispatch its ambulances. 6/24/24 Tr.,

pp. 1159-1165.

36. Aetna directly employs all its EMTs and Paramedics. 5/8/24 Tr., p. 708.
37. Aetna has paramedic-level supervisors on staff. 5/8/24 Tr., p. 714.
38. Aetna has a mutual aid agreement with Ambulance Service of Manchester, LLC (“ASM”)⁹, which is authorized to operate thirty (30) ambulances and three (3) non-transport EMS vehicles in the State of Connecticut. Town Ex. 2; Town Ex. 23.
39. Aetna has a mutual aid agreement with American Medical Response of Connecticut, Inc. (“AMR”). Town Ex. 38.
40. Under the Alternative Plan, Aetna will dedicate one (1) ALS level ambulance to Wethersfield on a 24/7/365 basis. Town Ex. 2, p. 10.
41. Under the Alternative Plan, Aetna will submit monthly call reports to the Town. Town Ex. 2, p. 23.
40. Under the Alternative Plan, Aetna is required to respond to Priority 1 calls within eight (8) minutes fifty-nine (59) seconds 90% of the time. Town Ex. 2, p. 23.
41. Under the Alternative Plan, Aetna is required to respond to Priority 2 calls within ten (10) minutes fifty-nine (59) seconds 90% of the time. Town Ex. 2, p. 23.
42. The Alternative Plan includes all written agreements or contracts developed between Southington and its EMS providers. Town Ex. 2.
43. The Alternative Plan identifies all levels of EMS. Town Ex. 2.
44. The Alternative Plan identifies the names or entities responsible for carrying out each level of EMS identified in the Alternative Plan. Town Ex.2
45. The Alternative Plan includes performance standards for each segment of Wethersfield’s emergency medical system. Town Ex. 2.
46. The proposed contract between Aetna and the Town (“Aetna Contract”) does not include a provision for the Town to pay a subsidy to Aetna. Town Ex. 2.
47. The Sponsor Hospital, Hartford Hospital, supports the Alternative Plan. Town Ex.
48. Aetna meets with its Sponsor Hospital on a weekly basis to discuss quality assurance, clinical initiatives, calls received, and training. 5/8/24 Tr., p. 713;

⁹ ASM and Aetna are managed by the same entity.

6/24/24 Tr., pp. 1153-1154.

49. WEMSA does not speak with its Sponsor Hospital on a routine basis. 9/10/24 Tr., pp. 2236-2237.

50. Aetna and ASM have the same parent company. WEMSA Ex. III.

51. Aetna has real-time access to the location of all ASM vehicles. 6/24/24 Tr., pp. 1159-1160; 5/17/24 Tr., pp. 924-925.

52. WEMSA handled 6 mutual aid calls in 2023 and Aetna handled 2,200 mutual aid calls in that same year. Town Ex. 32; 6/24/24 Tr., p. 1168.

Discussion and Conclusions of Law

I. Jurisdiction and Burden of Proof

The Town filed this petition pursuant to General Statutes § 19a-181f(a)(5) seeking a change to Wethersfield's PSAR at the BLS and ALS levels, currently held by WEMSA, on the basis that the Town developed an Alternative Plan that will improve or maintain patient care and that it has the opportunity to work with a new PSAR that is better suited than WEMSA to meet the community's current needs at the BLS and ALS levels of service. The Town bears the burden of proof by a preponderance of the evidence in this matter. Conn. Agencies Regs. § 19a-180-6; *Jones v. Connecticut Medical Examining Board*, 309 Conn. 727, 739-740 (2013).

II. The Alternative Plan complies with § 19a-181b of the Statutes

With respect to the Alternative Plan, General Statutes § 19a-181b states, in relevant part, that a local EMS plan shall include at least the following items:

- (1) The identification of levels of emergency medical services, including, but not limited to: (A) The public safety answering point responsible for receiving emergency calls and notifying and assigning the appropriate provider to a call for emergency medical services; (B) the emergency medical services provider that is notified for initial response; (C) basic ambulance service; (D) advanced life support level; and (E) mutual aid call arrangements;
- (2) The name of the person or entity responsible for carrying out each level of emergency medical services that the plan identifies;

- (3) The establishment of performance standards, including, but not limited to, standards for responding to a certain percentage of initial response notifications, response times, quality assurance and service area coverage patterns, for each segment of the municipality's emergency medical services system; and
- (4) Any subcontracts, written agreements or mutual aid call agreements that emergency medical services providers may have with other entities to provide services identified in the plan.

General Statutes § 19a-181b (a) (1)-(4)

The Alternative Plan includes all written agreements developed between the Town and its emergency medical services providers; identifies all levels of emergency medical services being provided in Wethersfield; identifies the names or entities responsible for carrying out each level of emergency medical services identified in the Alternative Plan; and includes performance standards for each segment of Wethersfield's emergency medical system. Based upon the foregoing, the Alternative Plan complies with the requirements of General Statutes § 19a-181b.

III. The Town sustained its burden of proof that the Alternative Plan should be approved.

In determining whether to approve the Alternative Plan, the Commissioner must consider the following factors as enumerated in General Statutes § 19a-181f (c)(2):

- (A) The impact of the plan on patient care;
- (B) The impact of the plan on emergency medical services system design, including system sustainability;
- (C) The impact of the plan on the local, regional and state-wide emergency medical services system;
- (D) The recommendation from the sponsor hospital's medical oversight staff; and
- (E) The financial impact to the municipality without compromising the quality of patient care.

Alternative Plan

Aetna is currently authorized to operate, and owns, twenty-six (26) ambulances and three (3) non-transport EMS vehicles in the State of Connecticut. FF 27. Under the Alternative Plan,

Aetna will dedicate one (1) ALS level ambulance to Wethersfield on a 24/7/365 basis; will submit monthly call reports to the Town; and is required to respond to Priority 1 calls within eight (8) minutes 59 (fifty-nine) seconds 90% of the time and Priority 2 calls within ten (10) minutes 59 (fifty-nine) seconds 90% of the time. FF 38-41. Aetna will provide BLS and ALS services to the Town using a regional model that includes Wethersfield, Rocky Hill, and the South End of Hartford (the “Region”). FF 30. Daily, Aetna deploys 10-12 ALS ambulances and 10-12 BLS ambulances during the day and 8-10 ALS ambulances and 3-5 BLS ambulances at night to cover the Region. Aetna uses a dynamic deployment model to dispatch its ambulances, whereby it will deploy as many resources as needed in a specific area while backfilling with ambulances those areas not currently in need of an ambulance. Additionally, Aetna uses a CAD system which allows for quick tracking and reallocation of ambulances within the Region. Aetna also uses EMS Loop, which provides real-time traffic conditions and re-routing of ambulances. FF 30-34. Aetna directly employs all its EMTs and Paramedics and has paramedic-level supervisors on staff. FF 35 and 36. 37. In the event Aetna is unable to cover a call, it has mutual aid agreements with ASM and AMR. ASM alone is authorized to operate thirty (30) ambulances and three (3) non-transport EMS vehicles in the State of Connecticut, thereby ensuring mutual aid will be readily available to Wethersfield when it is needed. FF38 and 39. Additionally, since ASM is the sister company to Aetna, it has access to the location of all ASM vehicles at any given time which should ensure smooth responses to mutual aid calls. FF 50 and 51.

WEMSA Plan¹⁰

WEMSA is currently authorized to operate, and owns, three (3) ambulances in the State of Connecticut. WEMSA is also authorized to operate, but does not own, any non-transport EMS vehicles. FF 16-18. Under the WEMSA Plan, WEMSA will dedicate two (2) BLS ambulances to Wethersfield on a 24/7/365 basis, with a third ambulance available for backup coverage. WEMSA will also have two (2) ALS response units in the Town operating 24/7/365; will submit quarterly call reports to the Town; and is required to respond to Priority 1 calls within eight (8) minutes 59 (fifty-nine) seconds 90% of the time and Priority 2 calls within ten (10) minutes 59

¹⁰ There is currently no Local EMS Plan in place for the Town. FF 11. As such, to determine if Aetna is better suited to meet the Town’s current EMS needs, the Alternative Plan will be compared to the WEMSA Plan submitted during the hearing.

(fifty-nine) seconds 90% of the time. FF 19-23.

Although WEMSA has paid EMTs on staff, it does not have any licensed Paramedics on its staff and utilize a staffing service, ERM, to staff its EMS vehicles with Paramedics and those Paramedics will supervise themselves. FF 24 and 25. In the event WEMSA is unable to respond to a call, it has written mutual aid agreements with Rocky Hill, Newington, Glastonbury, and New Britain. FF 9.

A. The Impact of the Alternative Plan on Patient Care

The Town urges that the Alternative Plan should be approved because it will improve or maintain patient care in Wethersfield. In support of its position, it maintains that Aetna, as the proposed PSAR, has decades of experience handling BLS and ALS calls in Wethersfield and surrounding towns. Historically, WEMSA (formerly known as Wethersfield Volunteer Ambulance Association) has held, and currently holds, the PSAR designation for Wethersfield at the BLS and ALS levels. FF 6. Although WEMSA is not authorized to provide ALS services, it met its ALS PSAR obligations by contracting with Aetna to provide same. In addition to all ALS calls, Aetna also responded to a portion of the BLS calls in Wethersfield, with the remaining portion being handled by WEMSA¹¹. It is undisputed that Aetna has handled most EMS calls in Wethersfield since it began serving the Town. 10/16/24 Tr. p. 2573. Although WEMSA and Aetna do not currently have a contract for Aetna to provide ALS services, Aetna has continued to provide such services at the request of the Town. FF 12 and 13. The Town's expert witness, Michael Gunderson¹², credibly testified that prior experience of an ambulance provider is one of the best predictors of future performance. 12/18/24 Tr., pp. 3163-3164. There is no evidence in the record that indicates any dissatisfaction with Aetna's performance throughout the years it has been providing EMS service in Wethersfield. Therefore, it is reasonable to conclude that Aetna's prior positive performance would not change in a negative manner going forward should it be designated as the PSAR for Wethersfield.

The Town further argues that approval of the Alternative Plan would improve or maintain

¹¹ Although the Parties presented competing versions of a contract dispute, under which Aetna provided services to Wethersfield, which ultimately resulted in the termination of the contract, this decision will not address nor attempt to resolve any such dispute. Rather, it is limited to the criteria contained in General Statutes § 19a-181f (c)(2).

¹² Mr. Gunderson has worked as an EMT and Paramedic and is one of the leading experts in the country in the field of EMS design.

patient care in Wethersfield because Aetna, as the proposed PSAR, has the resources necessary to meet the Town's needs. It is undisputed that Aetna is currently authorized to operate, and owns, 26 ambulances and 3 non-transport EMS vehicles in the State of Connecticut. It is also undisputed that WEMSA is currently authorized to operate, and owns, 3 ambulances. However, while it is authorized to operate a non-transport EMS vehicle, WEMSA does not currently own one. In addition to its own ambulances, Aetna has written mutual aid agreements with ASM and AMR at the ALS and BLS levels. FF 37 and 38. ASM is authorized to operate 30 ambulances and 3 non-transport EMS vehicles in the State of Connecticut. Therefore, Wethersfield will have these resources available to it as well.

Although Aetna has mutual aid resources available should the need arise, the record indicates that Aetna only relied upon mutual aid in Wethersfield approximately 1% of the time. Town Ex. 45. Conversely, WEMSA's expert witness, John Quinlavin¹³, testified that WEMSA expects to rely upon mutual aid 10% of the time if it were to operate as the BLS and ALS PSAR. The record shows that WEMSA has written mutual aid agreements with Rocky Hill Volunteer Ambulance at the BLS level, Newington Volunteer Ambulance at the BLS level, Glastonbury EMS at the BLS level, and New Britain EMS at the BLS and ALS levels. FF 9. However, there was no testimony provided to indicate that any of these providers have the resources available to provide mutual aid to Wethersfield. Moreover, assuming it was available, New Britain EMS would be the only resource for ALS mutual aid, and this resource is 15-30 minutes away from Wethersfield. 12/11/24 Tr., p. 3140.

WEMSA argues that, although Aetna owns 26 ambulances, under the Alternative Plan only one will be dedicated to serve Wethersfield while the remainder would be serving the Region. WEMSA further argues that it is better suited to meet the needs of the Town because all 3 of its ambulances will be dedicated to the Town. WEMSA's argument is unpersuasive. A review of the contract between the Town and Aetna indicates that Aetna will indeed dedicate 1 ALS ambulance to the Town. However, one must look beyond the dedication of that 1 ambulance and consider Aetna's use of its dynamic deployment model whereby it can deploy and backfill ambulances throughout the Region based upon the need at any given time. Aetna typically deploys 10-12 ALS ambulances and 10-12 BLS ambulances during the day and 8-10

¹³ Mr. Quinlavin has designed and implemented EMS systems in Norwalk and Hartford and is active on the state EMS Advisory Committee.

ALS ambulances and 3-5 BLS ambulances at night to cover the Region. FF 32-35. Thus, under the Alternative Plan, Wethersfield would have many of these ambulances available to respond, not just the single dedicated ambulance as argued by WEMSA. Consequently, Aetna has more resources available to serve Wethersfield, thereby allowing it to maintain, if not improve, patient care.

A review of Paramedic and EMT staffing, and quality control also supports the argument that patient care in Wethersfield would be maintained or improved if Aetna were the PSAR. Aetna directly employs approximately 100 EMTs and 40 Paramedics and has paramedic-level supervisors on staff. FF 36 and 37. In contrast, although WEMSA has EMTs on staff, it does not have any licensed Paramedics. Instead, it plans to utilize the services of a staffing agency, ERM, to staff its EMS vehicles with Paramedics. FF 25. Since WEMSA does not have any Paramedics on staff, the ERM Paramedics will supervise themselves. FF 26. Mr. Gunderson testified that, although contracted staff is commonly used in the industry, the preferred method is for EMS organizations to hire their own staff to maintain control over recruitment, retention, training, and relationships with local police and fire departments, dispatchers, and hospitals. 12/28/24 Tr., pp. 3190-3191. Included amongst Aetna's Paramedic supervisors is a group of eight that review all 911 responses to evaluate Aetna's performance. 12/11/24 Tr. Executive Session, pp. 23-26. There was no evidence provided to demonstrate that WEMSA has internal quality control procedures in place. Instead, Mr. Quinlavin testified that WEMSA plans to contract with a third-party entity, Girard and Associates, to provide this service. However, only a general description of the services Girard and Associates provides was given, rather than specific services to be provided to WEMSA. 10/16/24 Tr., p. 2690. Although WEMSA's expert witness, GERALYN HOYT¹⁴, testified that it is better to use an independent quality review agency, the lack of evidence about specific services to be provided to WEMSA by Girard and Associates is concerning. 7/22/24 Tr., pp. 1810-1811.

At the hearing, Aetna's Chief Executive Officer, Kim Aroh, testified that approximately 70% of patients from Wethersfield are transported to Hartford Hospital. 6/17/24 Tr., p. 1015. Hartford Hospital serves as the Sponsor Hospital for Aetna. FF 8. Ms. Aroh further testified that Aetna meets with Hartford Hospital on a weekly basis to discuss quality assurance. Further, Aetna's Clinical Operations Manager, David Kemp, testified that Aetna and Hartford Hospital

¹⁴ Ms. Hoyt is the Chief of Southbury Ambulance.

staff meet on a weekly basis to discuss clinical initiatives, calls received, and training. FF 48. In comparison, WEMSA's Chief, Dennis McMahon, testified that WEMSA only speaks with its Sponsor Hospital, St. Francis Hospital and Medical Center, whenever they need to speak, which is not often. FF 49. Addressing communications with a Sponsor Hospital, Mr. Gunderson testified that routine communications are important since there is an opportunity for feedback, quality management, and training. 12/18/24 Tr., pp. 3196-3197.

Based upon the evidence provided, the Town has demonstrated that Aetna's resources, experience, staffing, quality control, and relationship with its Sponsor Hospital would at least maintain, if not improve, patient care in Wethersfield.

B. The Impact of the Alternative Plan on System Design, Including System Sustainability

A subsidy is a sum of money granted by a town to assist a business so that the price of a service may remain low or competitive. Under the Alternative plan Aetna will not seek a subsidy from the Town for five years, and potentially up to 10 years with an automatic renewal of the Aetna contract. Town Ex. 2. WEMSA argues that it is unclear if Aetna will charge a subsidy after the Aetna Contract expires. WEMSA Post-hearing Brief, p. 24. However, even beyond the contractual time-period, the evidence suggests that Aetna will be in a financial position to refrain from seeking a subsidy given the call volume in Wethersfield and its history of not charging a subsidy to the Towns in which it is currently the PSAR. 5/8/24 Tr. pp. 747-748; 6/17/24 Tr., pp. 1135-1136.

As previously stated, Aetna uses a regional model whereby it supplies EMS coverage to Wethersfield, the South End of Hartford, and Rocky Hill. FF 31. Aetna has provided these services to the Region for many years by deploying multiple ambulances to the Region daily. FF 32. To effectively maintain services to the Region, Aetna uses a dynamic deployment model and CAD system that allows it to track its ambulances in real-time and move those ambulances to various locations throughout the Region based upon the need at any given time. FF 33 and 35. Further, an EMS Loop used by Aetna further allows it to re-route ambulances responding to calls based upon real-time traffic conditions. In the event Aetna does not have an ambulance available to respond to a call it relies upon ASM and AMR, with which it has mutual aid agreements to provide ALS and BLS backup.

WEMSA disclosed that it has written mutual aid agreements with Rocky Hill, Newington, Glastonbury, and New Britain. FF 9. However, Rocky Hill, Newington, and Glastonbury are only BLS providers with Rocky Hill and Newington only operating on nights and weekends. Notably, Rocky Hill contracted with Aetna to provide BLS and ALS service during weekdays and as backup for nights and weekends. 6/24/24 Tr., p. 1180; 10/16/24 Tr., pp. 2639-2640; 12/11/24 Tr., p. 3124. That leaves only Glastonbury and New Britain to provide BLS coverage to Wethersfield during weekdays. Moreover, under the WEMSA plan, New Britain would be the only ALS mutual aid available to Wethersfield and New Britain is 15-30 minutes away from Wethersfield. 12/11/24 Tr., p. 3140. Implying that it will have more mutual aid agreements established in the future, WEMSA argues that it is only required to submit draft mutual aid agreements or a goal to establish mutual aid agreements. WEMSA Post-hearing Brief, pp. 10-11. While that may be true when submitting an EMS Plan to the Office of Emergency Medical Services (“OEMS”) for review, when evaluating whether to approve an alternative plan, the Hearing Officer is limited to the evidence before him. In this case a preponderance of evidence standard must be applied to determine if the PSAR should be replaced, i.e. a review of established written mutual aid agreements in the record must occur. After such review, the evidence in this case supports the conclusion that Aetna’s mutual aid agreements would maintain EMS services in the Region.

Based upon the evidence in this matter, the Town has demonstrated by a preponderance of the evidence that the Alternative Plan is sustainable and will not negatively impact system design.

C. Impact of the Alternative Plan on Local, Regional and State-wide System

The Alternative Plan will not negatively impact the local, regional, and state-wide system. Aetna’s use of a regional model covers Wethersfield, Rocky Hill, and the South End of Hartford. These areas are bordered to the East by East Hartford and Glastonbury and, together with South Windsor, Manchester, and Bolton, make up Region 3. FF 31. Of those Towns, Aetna holds the BLS and ALS PSAR designation for the South End of Hartford and is under contract to provide BLS and ALS services to Rocky Hill. FF 29 and 30. Wethersfield is in an area that provides easy access to several roadways strategic to providing EMS services in the Region,

including Interstate 91, U.S. Routes 5 and 15, the Silas Deane Highway, Route 3, and Route 175. 6/24/24 Tr., p. 1165. Historically, Aetna has used 3 posting locations in Wethersfield. Town Ex. 1; Town Ex. 30. These posting locations allow Aetna to provide mutual aid to numerous Towns including Cromwell, Newington, the North End of Hartford, East Hartford, Glastonbury, and Bloomfield. 6/24/24 Tr., p. 1168. In contrast, WEMSA has provided limited mutual aid to surrounding towns. For example, WEMSA handled 6 mutual aid calls in 2023 compared to Aetna's 2,200 mutual aid calls in that same year. FF 52. Aetna's provision of mutual aid to the Region has been clearly established and there is no evidence to suggest that such service would be negatively impacted by assigning the PSAR designation to Aetna.

WEMSA maintains that the Alternative Plan seeks to eliminate WEMSA's three ambulances from the region. 9/10/24 Tr., pp. 2240-2242; 9/11/24 Tr., pp. 2354-2357; 6/26/24 Tr., p. 1663. The loss of a PSAR designation does not necessarily equate to the loss of those ambulances from the region. Moreover, it does not necessarily mean that WEMSA will cease to exist. Regardless of the decision in this matter, WEMSA will maintain its license as an Emergency Medical Services operator and could continue to operate its 3 ambulances within the region without a PSAR designation.

Based upon the aforementioned, the Town has proven by a preponderance of the evidence that the Alternative Plan will not negatively impact the local, regional and State-wide EMS system.

D. Recommendation of the Sponsor Hospital

Hartford Hospital is the sponsor hospital and supports the Alternative Plan to assign Aetna as the BLS and ALS PSAR for Wethersfield. FF 47.

E. Financial Impact to the Municipality without Compromising Patient Care

As previously stated, the Town will not pay a subsidy to Aetna under the Aetna Contract due to Aetna's ability to recoup its costs from the call volume in Wethersfield. Arguably, one is left to wonder what will happen after the Aetna Contract expires. However, based upon Aetna's history of not charging a subsidy in Towns where it holds the PSAR, it is likely that Wethersfield will enjoy that same benefit. WEMSA points to the testimony of Ms. Aroh to argue that Aetna will require a subsidy if it were the PSAR. Specifically, it argues that Ms. Aroh testified that

Aetna has been losing money covering calls in Wethersfield. WEMSA Post-hearing Brief, p. 30. However, Ms. Aroh's testimony related to a period when Aetna was not permitted to cover 100% of the calls in Wethersfield. Based upon the evidence presented, it is reasonable to believe that, as the PSAR, Aetna will be able to recoup its costs of operations in Wethersfield. 5/8/24 Tr. pp. 747-748; 6/17/24 Tr., pp. 1135-1136.

Therefore, the Town has proven by a preponderance of the evidence that the Alternative Plan would have no financial impact on the Town.

Recommendation

I respectfully recommend to the Commissioner of the Department that the petition of the Town of Wethersfield seeking a change in its primary service area responder be approved and that the PSAR at the BLS and ALS levels be assigned to Aetna Ambulance Service, Inc. effective immediately.

Respectfully submitted,

Kevin T. Hansted
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Hearing Officer

June 5, 2025
Date