RESOLUTION 86-3

To Approve an Agreement for Ambulance Services between Bloomington Hospital, Monroe County and the City of Bloomington

WHEREAS, I.C. 16-1-39-1 et seq., was enacted to promote the establishment and maintenance of an effective system of emergency medical service, including the necessary equipment, personnel, and facilities to insure that all emergency patients receive prompt and adequate medical care throughout the range of emergency conditions encountered; and

WHEREAS, the City of Bloomington, Monroe County, Bloomington Hospital, and Monroe County desire to contract for provision of emergency medical services within the community, as permitted by I.C. 16-1-39-15:

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE COMMON COUNCIL OF THE CITY OF BLOOMINGTON, MONROE COUNTY, THAT:

The Agreement for Ambulance Services between Bloomington Hospital, City of Bloomington, and Monroe County, a copy of which is attached hereto and made a part hereof, is hereby approved, and the Mayor of the City of Bloomington is hereby authorized to execute said Agreement on behalf of the City of Bloomington.

PASSED and ADOPTED by the Common Council of the City of Bloomington, Monroe County, Indiana, upon this 14th day of January, 1986.

James C Regester

JAMES C. REGESTER, President
Bloomington Common Council

ATTEST:

Patricia Williams

PATRICIA WILLIAMS, City Clerk

PRESENTED by me to the Mayor of the City of Bloomington, Monroe County, Indiana, upon this 15 day of January, 1986.

Patricia Williams

PATRICIA WILLIAMS, City Clerk

SIGNED and APPROVED by me upon this 15 day of January, 1986.

Tomilea Allison

TOMILEA ALLISON, Mayor
City of Bloomington

SYNOPSIS

This five-year agreement for provision of emergency medical services provides that the City of Bloomington will supply dispatching services valued at $40,875 in 1986; the value of said services will increase by 4% per year for each remaining year of the agreement. In addition, the City shall provide a one-time payment of $26,000 in 1986 as required by the previous agreement for ambulance services.

Signed copies!
Legal Dept
Controller
Monroe County Comm.

and Bloomington Hosp
c/o Gene Perry.

AMBULANCE AGREEMENT

AGREEMENT made and entered into by and between the BOARD OF COMMISSIONERS OF MONROE COUNTY, STATE OF INDIANA, and the CITY OF BLOOMINGTON, MONROE COUNTY, INDIANA, (hereinafter referred to as "Municipal Corporations") and BLOOMINGTON HOSPITAL, a private hospital located in Monroe County, State of Indiana, owned and operated by the Local Council of Women of Bloomington, Indiana, Inc., an Indiana not-for-profit corporation, (hereinafter referred to as "Hospital"),

WITNESSETH:

WHEREAS, I.C. 16-1-39-1, et seq. ("the Act") was enacted to promote the establishment and maintenance of an effective system of emergency medical service, including the necessary equipment, personnel, and facilities to insure that all emergency patients receive prompt and adequate medical care throughout the range of emergency conditions encountered; and

WHEREAS, the Act establishes a state Commission ("the Commission"), which Commission has, among other duties and responsibilities, the responsibility to establish programs for the training of personnel engaged in providing emergency medical care and treatment, to regulate, inspect, and certify services, facilities and personnel engaged in providing emergency medical services, and to adopt and promulgate such necessary rules and regulations as may be required to implement an approved system of emergency medical services; and

WHEREAS, it is the desire of Municipal Corporations to provide emergency medical services meeting the provisions of the Act; and

WHEREAS, Hospital desires to cooperate with Municipal Corporations to provide such services;

NOW, THEREFORE, in consideration of the mutual promises and convenants hereinafter set forth, the parties hereby agree as follows:

1. Term. Commencing on the 1st day of January, 1986, Hospital shall effect in Monroe County and the City of Bloomington an Emergency Medical Service Program meeting all standards of I.C. 16-1-39-1 et seq., the Joint Commission on Accreditation of Hospitals, and the requirements of any other agencies with legal jurisdiction. Hospital shall render said services from and after the aforesaid date to and including the 31st day of December, 1990. The parties may renew this Agreement in writing for another term.

2. Scope of Service. Such services shall include fulltime staffing of two (2) primary ambulances with (2) two technicians each and one (1) paramedic unit with one (1) paramedic. One (1) back-up emergency ambulance and one (1) back-up paramedic unit shall be available through on-call personnel. All such services shall be available 24 hours a day, 7 days a week. The primary ambulances shall be stationed as follows: One (1) at Bloomington Hospital, and one (1) at the Indiana University Student Health Center. Sleeping quarters shall be provided by Hospital for the primary ambulance crews.

Hospital shall have the responsibility for developing standards, procedures, and guidelines in regard to personnel, equipment, supplies, communications, facilities, all as required by the Act. In the performance of its obligations in this regard, Hospital shall purchase and equip, account for depreciation, maintenance, licensing, provide suitable housing and insurance relating to all equipment involved; and, shall employ qualified personnel to administer the emergency medical services on a twenty-four (24) hour daily basis, paying all salaries, taxes, and other personnel and administrative expenses relating to providing of said services. The parties hereto agree that Hospital shall be required to provide both what is defined by the Commission as a basic life support system and what is defined by the Commission as an advanced life support system. As to all personnel involved, the Hospital has the right, duty and obligation of employing the same and shall have the duty and right to supervise such personnel and the duty and right to terminate such personnel as it shall determine in its sole discretion fail to satisfactorily perform the duties assigned to them. Hospital agrees to provide such insurance coverage as the State of Indiana may require and shall in any event hold Municipal Corporations harmless and shall defend them from any and all claims of whatever kind or character which may be made against Municipal Corporations based upon Hospital's performance of its duties as herein set forth.

3. Customer User Fee. The parties agree that a Customer User Fee shall be initiated on the effective date of this agreement. The initial fees for 1986 shall be as follows:

Basic Run	$ 98.50
Paramedic Run	197.00
Mileage Fee	3.90 per loaded mile
Miscellaneous Supply Charges . .	At discretion of Hospital

The initial fees may be increased by 5% per year each year beginning with 1987 for the term of this Agreement. Such percentage increase may be greater if deemed necessary by the Hospital. Any increase in fees shall be subject to applicable law, rules and regulations of third party payors, and any other rule or regulation governing the services provided under this Agreement.

All charges as defined above will be made, and will be collected to the extent which user's third party payors, including all governmental insurance programs, are authorized or legally obligated to pay. Charges in excess of payments received from third party payors will be collected from the user to the extent which he is legally obligated and able to pay. Hospital agrees, however, that services shall be made available to all persons, and that no person shall be denied service provided in this Agreement by reason of inability to pay. The Hospital, in determining an applicant's ability to pay and in the collection of payments, shall use recognized business procedures, but shall not raise "means tests", "collection agencies" nor other similar

practices in such a manner as to discourage utilization of any services provided herein or to lessen human dignity.

Within sixty (60) days prior to June 1, 1990, the parties shall meet to determine the User Fee Schedule for 1991 and, if they choose, for subsequent years.

4. Consideration. In recognition of the probable inability to charge and collect user fees from third party charge payors and private pay patients sufficient to cover all operating expenses of emergency ambulance services, Municipal Corporations agree to reimburse Hospital to the total extent to which operating expense (including an overhead factor) exceeds collected charges subject to a guaranteed maximum stated below. The anticipated overhead factor for 1986 is $20,000.00, and such factor is anticipated to increase by 4% during each year of the Agreement. It is anticipated that charges for services provided beneficiaries under Title 18 and Title 19 of the Social Security Act (Medicare and Medicaid) will be reimbursed on a reasonable cost basis. The Hospital agrees to maintain a separate accounting of income and expense of ambulance services provided Medicare and Medicaid beneficiaries in such manner as is necessary to assure that any funding by Municipal Corporations will not apply to services provided beneficiaries of the Medicare and Medicaid programs. A one time consideration of $26,000.00 shall be paid by the City of Bloomington in 1986. In addition, in-kind dispatching services valued at $40,875.00 in 1986 and increased by 4% per year for each remaining year of the Agreement shall be contributed by the City. The City shall also give to

the Hospital a 1979 Southern ambulance. The guaranteed maximum paid by the County shall be $75,000.00 per year or a total of $375,000.00 during the term of this Agreement, payable in equal quarterly installments on March 31, June 30, September 30, and December 31 of each year, provided Hospital has timely submitted a claim for said amount on the form prescribed by the State Board of Accounts.

The parties agree that if at any time during the term of this Agreement, the provisions of either Title 18 or Title 19 of the United States Code are amended such that ambulance services are not reimbursed upon a reasonable cost basis or such that funding of Municipal Corporations is applied to services provided to persons designated as beneficiaries of Title 18 or 19, the parties shall renegotiate the terms of this section in good faith.

5. Accounting. Within ninety (90) days of the close of each Hospital fiscal year, the Hospital and its accountants shall determine the extent, if any, to which revenues exceeded operating expenses (including the overhead factor). The Hospital shall inform the County of the refund due the County, if any, along with reasonable documentation. The Hospital shall reimburse the County for such amount or credit such amount on the next quarterly claim.

6. Non-Discrimination. The parties hereto agree that they shall not discriminate against any person because of that person's race, religion, color, national origin, ancestory, handicap, age, or sex.

The parties acknowledge their continuing responsibility affirmatively to seek equal employment practices whereby all employees will be given equal opportunity to be employed in positions which provide the greatest opportunity for use of their skill, ability and experience.

7. Cooperation with Rural Fire Departments. Hospital shall work with and support the various rural fire departments (township fire departments, volunteer fire departments and the Ellettsville Fire Department) located in Monroe County towards a common goal of a fully integrated emergency medical system in Monroe County. Such cooperation includes at a minimum: (1) offering inservice training to the rural fire departments, and (2) cooperating with rural fire departments at the scene of an emergency, and (3) by recognizing the ambulances of the Bloomington Township Fire Departments as a reserve to the Hospital's ambulances.

8. Establishment of Ambulance Advisory Board (hereinafter "Board"). The Municipal Corporations agree to create and the Hospital agrees to recognize and cooperate with an Ambulance Advisory Board.

a. Membership. The Board shall consist of seven (7) members as follows:

(1) One (1) member appointed by the Board of Commissioners from its membership;

(2) The Mayor of the City of Bloomington or his/her designee;

(3) One (1) member appointed by Indiana University;

(4) One (1) member appointed by the Monroe County Firefighters Association from its membership;

(5) One (1) citizen member appointed by the Board of Commissioners;

(6) One (1) citizen member appointed by the Monroe County Township Trustee Association; and

(7) One (1) member appointed by Emergency Care Physicians from its membership.

Additionally, there shall be two (2) non-voting ex-officio members appointed as follows: one (1) by the State of Indiana Emergency Medical Services Commission and one (1) by the Bloomington Hospital. The citizen members must be residents of Monroe County who do not hold other elective or appointed office in municipal, county, or state government. All members serve without compensation.

b. Terms. All appointments shall be for a term beginning on the day of the appointment and ending on December 31 of the year of the appointment. All members may be reappointed for additional terms.

c. Duties. It shall be the responsibility of the Board to: (1) Evaluate the services offered by the Hospital's Emergency Medical Service Program, (2) make recommendations to the Hospital regarding the quality of the EMS facilities and operations, (3) review and make recommendations concerning the program's annual budget, (4) review and make recommendations regarding customer user fees and any proposed changes therein, and (5) submit an annual written report to the parties to this Agreement.

d. Meetings and Procedure. The Board shall meet on a quarterly basis, at a minimum, and at other times as deemed necessary by Board members. The Board may establish its own rules of procedures, but is subject to Indiana's Open Door Law, IC 5-4-1.5.

9. Transfer Prohibited. Neither the Municipal Corporations nor the Local Council of Women of Bloomington, Indiana, Inc. shall transfer, convey, assign, alienate, sell or subcontract any interest in this Agreement without the written consent of the other parties

10. Previous Agreement. Effective January 1, 1986, this Agreement will supersede and replace the previous Ambulance Agreement which commenced April 1, 1981 and was to be in effect through March 31, 1986.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals binding themselves and their successors in interest.