Committee - No committee
Final - 8-0

RESOLUTION 91-11

TO APPROVE AN AGREEMENT FOR AMBULANCE SERVICES BETWEEN BLOOMINGTON HOSPITAL 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 and Bloomington Hospital 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 and the City of Bloomington, 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 20 day of March, 1991.

JOHN FERNANDEZ, President
Bloomington Common Council

ATTEST:

Patricia Williams
PATRICIA WILLIAMS, Clerk
City of Bloomington

SIGNED and APPROVED by me upon this 21st day of March, 1991.

Tomilea Allison
TOMILEA ALLISON, Mayor
City of Bloomington

SYNOPSIS

This one year agreement for provision of emergency medical services provides that the City of Bloomington will supply dispatching services valued at $60,000 in 1991, the value of said services will increase by 4% per year for each remaining year of the agreement.

Signed Copies
Legal Dept
Bloomington Hosp.
County
IU Legal - Cliff Francis

AMBULANCE AGREEMENT

THIS AGREEMENT made and entered into by and between the CITY OF BLOOMINGTON, MONROE COUNTY, INDIANA (hereinafter referred to as "City"), and BLOOMINGTON HOSPITAL, INC., a private hospital located in Monroe County, Indiana, and an Indiana not-for-profit corporation, (hereinafter referred to as "Hospital").

W I T N E S S E T H:

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 the City to promote the provision of emergency medical services which meet the objectives of the Act; and,

WHEREAS, Hospital desires to cooperate with City to provide such services;

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

1. Term. Commencing on January 1, 1991, Hospital shall effect in the City of Bloomington, Indiana, an Emergency Medical Service Program meeting all standards of I.C. 16-1-39-1 et seq., the Joint Commission on accreditation of health care organizations, 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, 1991. Either party may renew this Agreement for an additional one (1) year term by delivering written notification of intent to renew to the other party on or before July 1, 1991. However, it is understood by and between the parties that any renewal is conditioned upon the Hospital being able to obtain adequate funding from the Board of Commissioners of Monroe County, State of Indiana (hereinafter referred to as "County") and from Indiana University.

2. Scope of Service. The Hospital shall provide emergency medical services, as defined in I.C. 16-1-39-2, maintaining and utilizing the equipment and staffing as set forth in Exhibit A. (Such services hereinafter referred to as "Emergency Services".) Additionally, Hospital shall have 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 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. (Except dispatch services as set forth elsewhere in this Agreement.) 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 duty and right to supervise such personnel and the duty and right to terminate such personnel, as it shall determine in its sole discretion, that fail to satisfactorily perform the duties assigned to them. Hospital agrees to obtain proper insurance coverage.

3. Customer User Fee. The parties agree that a Customer User Fee shall be initiated on the effective date of this Agreement. The fees of 1991 shall be as follows:

Basic Run	$132.00
Paramedic Run	$262.00
Mileage Fee	$ 6.50 per loaded mile
Miscellaneous Supply Charges	At discretion of Hospital

The fees may not be increased during the initial term of this Agreement except by mutual agreement. 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 Emergency 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 Emergency Services under this Agreement shall be made available to all persons, and that no person shall be denied Emergency Services 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 Emergency Services provided herein or to lessen human dignity.

4. Consideration. City shall provide in-kind dispatching services as described in Exhibit "B" attached hereto and made a part hereof valued at Sixty Thousand Dollars ($60,000.00) as the City's consideration for Emergency Services provided under this Agreement.

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

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.

6. Establishment of Ambulance Advisory Board. Contemporaneously with the execution of this Agreement, the County Commissioners of the County of Monroe, Indiana have executed an Emergency Services Agreement with Hospital. A provision of the Agreement between the Hospital and County deals with the establishment of an Ambulance Advisory Board. Upon approval by the County of the terms of this Agreement, that Agreement permits the appointment by the Mayor of Bloomington of one (1) member to the Ambulance Advisory Board. The Board shall consist of a minimum of seven (7) members as follows:

(a) Two (2) members appointed by the Board of Commissioners of Monroe County with at least one of the appointments being a member of the Board of Commissioners;

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

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

(d) One (1) member appointed by Emergency Care PHysicians from its membership;

(e) One (1) member appointed by the Town Board of Ellettsville, Indiana;

(f) One (1) member appointed by the Monroe County Council from its membership.

Subject to the above, there shall also be members from the City

of Bloomington and Indiana University. 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 Bloomigton 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. Any appointment to this Board shall serve for a term beginning on the day of the appointment and ending on December 31 of the year of the appointment. The Ambulance Advisory Board shall have the following responsibilities:

(a) Evaluate the services offered by the Hospital's Emergency Medical Service program.

(b) Make recommendations to the Hospital regarding the quality of the ENS facilities and operations.

(c) Review and make recommendations concerning the program's annual budget.

(d) Review and make recommendations regarding customer user fees and any proposed changes therein.

(e) Submit an annual written budget and service evaluation to the parties to the Hospital Ambulance Agreements.

The Ambulance Advisory 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 procedure, but is subject to Indiana's open door law, I.C.5-4-1.5.

7. Transfer Prohibited. Neither the City nor the Hospital shall transfer, convey, assign, alienate, sell or subcontract any interest in this Agreement without the written consent of the other parties.

8. Exclusive Agreement. In order to insure quality care, continuity of care, and coordination of services, City agrees not to contract with any other party for Emergency Services during the term of this Agreement.

9. Notification. All notices required or permitted herein shall be in writing and shall be given by first class mail. All notices shall be addressed as to City and Hospital, respectively, as follows: City of Bloomington, P.O. Box 100, Bloomington, Indiana 47402; Bloomington Hospital, P.O. Box 1149, Bloomington, Indiana 47402-1149.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals binding themselves and their successors in interest this 25th day of March, 1991.

CITY OF BLOOMINGTON,
MONROE COUNTY, INDIANA

BY: Tomilea Allison

Date: March 25, 1991

BLOOMINGTON HOSPITAL, INC.

BY: Roland E. Kohl

Date: March 25, 1991

"EXHIBIT A"

Scope of Services

At a minimum, Bloomington Hospital shall during the term of this Agreement, provide the following emergency ambulance coverage:

1. Three (3) primary ambulances, ALS staffed and equipped twenty-four (24) hours per day, seven (7) days per week.

(a) one (1) stationed at Bloomington Hospital,

(b) one (1) stationed at Ellettsville's fire station, and

(c) one (1) stationed on or near the Indiana University campus.

2. One (1) field supervisor unit, staffed seven (7) days per week, twenty-four (24) hours per day. Such unit shall be ALS staffed and equipped to serve as a manpower assist and/or backup to other primary units.

3. At least two (2) other ALS equipped vehicles will be maintained to be put into service by calling in off duty personnel, or activating staffing from BHAS administration offices when the system is extraordinarily taxed.

4. Resources over and above those spelled out in 1, 2 and 3 above will be deployed strictly at the discretion of BHAS administration, to meet demands as demonstrated through retrospective run reviews and quality assessment studies.

EXHIBIT "B"

BHAS/BPD

DISPATCHING FUNCTIONS

The function of the dispatching center of BPD in relation to BHAS operations is as follows:

Priority 1: To receive all incoming 911 calls immediately and determine what agency(s) is involved.

Priority 2: When a medical emergency exists, the dispatchers will obtain information from the caller which identifies the type of emergency existing.

Priority 3: After Priority 2 information is obtained, dispatch the appropriate units as per BHAS dispatch protocol, without delay of any sort.

Priority 4: Maintain an accurate written and recorded log of all BHAS radio traffic which includes time call was received, dispatch time, 10-23 time, 10-24 time, 10-7 time and 10-8 time. Other information necessary includes type of response, who responded, who was on the scene upon BHAS arrival, caller name, call back phone number and specific directions if unknown by dispatcher. The dispatcher is also required to initial the case card after completion.

Priority 5: Maintain an understanding as to the status of BHAS units.

Priority 6: Follow dispatching procedures in accordance with established protocols.

Priority 7: Obtain information for IFT and OFT requests between 5:00 p.m. and 8:00 a.m., Monday through Friday, and the same for entire weekend days and holidays when the BHAS administrative office is not operational.

Priority 8: The BHAS Communications Supervisor should meet with the BHAS Communication Coordinator on a regular basis to monitor dispatching/BHAS functions in an attempt to resolve any problems that develop between the two departments. The primary purpose of such meetings is simply to keep each department coordinated and updated to any operational changes which may occur.