ITEM # <u>20</u> DATE: 03-02-10

COUNCIL ACTION FORM

SUBJECT: AGREEMENT WITH MARY GREELEY MEDICAL CENTER FOR EMERGENCY MEDICAL DISPATCH

BACKGROUND:

The Communications Center at the Ames Police Department serves as the answering point for phone calls on the 911 system in the City of Ames, except for those made on the lowa State University phone system. Historically, those 911 calls related to emergency medical services have been directly transferred to Mary Greeley Medical Center (MGMC) where Emergency Room or other hospital staff handled the call and ordered appropriate emergency medical response from the hospital. Communication Center staff remained responsible for dispatching Fire and Police response. With the advent of more sophisticated communication systems, most notably cell phones, and with the growing sophistication of emergency medical response, the City and MGMC have agreed that a new system for handling 911 calls involving emergency medical services should be implemented. The proposed system would establish new policies and practices for emergency medical call-taking, dispatching and communications collectively known as Emergency Medical Dispatch (EMD).

Under EMD, the Communications Center will receive incoming 911 calls related to medical emergencies. They will dispatch or page out appropriate emergency responders (police, fire and/or ambulance), and to the extent practical they will provide pre-arrival medical instructions to the caller (under protocols approved by MGMC) until medical responders arrive on scene and take over, or until the need for service is resolved. To provide a framework for EMD, the Communications Center will implement the practices and protocols of a commercially available EMD program. MGMC will provide medical expertise to review and approve the new protocols.

To facilitate the new relationship between the City and MGMC, a joint services agreement outlining the responsibilities of the parties has been negotiated. The agreement provides, in part, as follows:

- The City and MGMC will share one-half of the **start up costs** for acquiring the new program, reviewing and implementing that program and training the dispatchers. This total expense is \$38,168.50, with \$19,084.25 paid by each party.
- The City and MGMC will share the incremental, **on-going costs** for software maintenance, new and continuing training and personnel costs for quality assurance and program review. This expense is estimated at \$21,655 for the first year, and will be split equally between MGMC and the City.
- · MGMC will develop appropriate response plans and communication links to

facilitate EMD, including initial cost of new communications equipment. The City will pay MGMC \$2,500 per year to offset some of the costs associated with providing a Medical Director for this program.

City funding for the EMD program costs have been included in the current year's budget. Approval of this agreement will allow the joint EMD program to move ahead immediately.

ALTERNATIVES:

- 1. Approve the attached agreement with Mary Greeley Medical Center and authorize implementation of Emergency Medical Dispatch in the City of Ames.
- 2. Do not approve the attached agreement with Mary Greeley Medical Center and authorize implementation of Emergency medical Dispatch in the City of Ames.

MANAGER'S RECOMMENDED ACTION:

The proposed arrangement will centralize response to emergency medical calls with the City's Emergency Communications Center dispatching fire, police and emergency medical services. Emergency Medical Dispatch will improve services to callers while also improving the coordination of response to these incidents. It will better utilize the strength of the dispatchers as 911 call-takers and emergency situation dispatchers, and will allow Mary Greeley's emergency department personnel to better fill their medical roles in the hospital. Approval of this agreement will allow the Communications Center to move forward with Emergency Medical Dispatch.

Although these are difficult budget times, this consolidation will improve the quality of service to citizens seeking emergency assistance. Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1, thereby approving the attached agreement with Mary Greeley Medical Center and authorizing implementation of Emergency Medical Dispatch in the City of Ames.

JOINT SERVICES AGREEMENT BETWEEN MARY GREELEY MEDICAL CENTER AND THE CITY OF AMES WITH RESPECT TO EMERGENCY MEDICAL DISPATCH

THIS AGREEMENT is made and entered into effective the ____ day of _____, 2010, by and between Mary Greeley Medical Center (hereinafter called MGMC) and the Ames City Council (hereinafter called City) as follows:

WITNESSETH:

WHEREAS, MGMC is the city hospital of the City of Ames and has as its administrative agency aboard of trustees, entitled the Ames City Hospital Board of Trustees, created by ordinance and vested by statute with the authority to provide for the management, control and governance of Mary Greeley Medical Center pursuant to Section 392.6 Code of Iowa; and,

WHEREAS, the City of Ames is vested with the power, except as otherwise provided by state law, to protect, preserve and improve the safety of its residents; and has established and operated a police radio dispatch center (hereinafter called Communications Center) to carry out those objectives; and,

WHEREAS, the City's Communications Center and MGMC have historically cooperated to their mutual advantage and to the public benefit in providing emergency medical call-taking, emergency medical dispatching and emergency medical communications by means of practice that they wish to continue, enhance and formalize,

NOW, THEREFORE, the parties hereto have agreed and do agree as follows:

1. PURPOSE

The purpose of this agreement is to establish the structure, policies, and practices for the provision of emergency medical call-taking, dispatching and communications, collectively known as Emergency Medical Dispatch (hereinafter called EMD) within the City of Ames, Iowa, and for the distribution of costs for that service. It is the intention of the parties to create a cooperative relationship involving active participation by both parties and based on mutual support and consensus whenever possible.

2. SCOPE OF SERVICES

The Communications Center is the local Public Safety Answering Point (PSAP) for phone calls on the 911 system in the City of Ames, exclusive of those made on the Iowa State University phone system. Historically, those 911 calls related to emergency medical services have been responded to by MGMC where Emergency Room or other hospital staff handled the call and ordered appropriate emergency medical response from the hospital. Communication Center staff remained responsible for dispatching Fire and Police response should they be required. With the advent of more sophisticated

communication systems, most notably cell phones, and with the growing sophistication of emergency medical response, it appears that there are improvements that can result from changing the current system. On a date to be determined by mutual agreement of the parties, the responsibilities for EMD shall be reorganized as follows:

The Communications Center will be responsible for receiving 911 calls requesting emergency service. Communications Center staff will take incoming 911 calls related to medical emergencies, they will dispatch or page out appropriate emergency responders (police, fire and ambulance), to the extent practical they will provide pre-arrival instructions to the caller (under protocols approved by MGMC) until medical responders arrive on scene and take over or the need for service is resolved, and they will document call-related services including nature of the call, the units responding and relevant times.

To provide a framework for EMD, the Communications Center will implement the practices and protocols of a commercially available EMD program known as Medical ProQA from First Priority, Inc. (Hereinafter called ProQA). This program includes both computerized and non-computerized elements that provide direction to trained and certified dispatchers for response to emergency medical calls. All 911 medical calls that come into the Communications Center will be responded to in accordance with the protocols established by ProQA. MGMC shall assist in the initial review and establishment of those protocols to assure they meet with appropriate local practices, and shall assist the Communications Center when those protocol need to be revised. MGMC will provide Medical Director Services, if required for the implementation and ongoing operation of this service. Nothing in this paragraph shall bind the Communication Center or MGMC to the use of ProQA as the EMD technology provider. If by mutual agreement, or if by circumstances beyond the control of either party, the parties transition to alternate software, they agree to share equally in the costs of a successor software program.

MGMC will be responsible for developing, implementing and maintaining emergency response plans for circumstances related to medical 911 calls. The response plans will include a call out procedure that will allow the Communications Center to contact MGMC emergency response personnel in a manner compatible with the technologies available to the Communications Center, a method for selecting appropriate response equipment and personnel, and protocols for communication of relevant information. The plans should include protocols for acknowledgement of call out and procedures for failing acknowledgement. It is understood by the parties that the Communications Center is responsible for call-taking, pre-arrival instruction to the caller, dissemination of information about the call to emergency response personnel and record keeping of the call. It is the responsibility of MGMC to determine what equipment and personnel should respond in any situation and that they are prepared and available to respond.

It is the intent of the parties at the time of this agreement that the Communications Center will notify MGMC staff of the need for an ambulance callout using the Locution notifications system. The City will provide a suitable location and power for computer hardware at Fire Station 1 to facilitate the implementation of Locution for EMD. Use of Fire Station 1 as a site for such equipment will continue as long as Station 1 remains

operational and at its current location and will be contingent on testing that assures that the Ames Fire Department's use of Locution is not negatively affected. Expenses associated with receiving Locution notices at the hospital, in an ambulance or on equipment carried by the EMS staff will be the responsibility of MGMC. A line of demarcation will be established between Fire and MGMC equipment and software and initial setup expenses associated with notifying EMS services through Locution and ongoing maintenance of this software and equipment as it relates to MGMC will be the responsibility of MGMC. Maintenance of the Locution equipment in the Communications Center will be a city expense.

MGMC shall have the primary responsibility for providing emergency medical services for victims at the scene of the incident and during transportation of the victim to the medical center. MGMC shall be responsible for developing the system including protocols and programming for direct notification of on-call personnel using the Locution system. MGMC will prepare and insure that medical equipment or personnel or ambulances are available to respond to a call, including the establishment of mutual aid agreements with other agencies for emergency medical services. MGMC will develop protocols and response plans for those times when all MGMC emergency medical services resources are committed. When MGMC's emergency medical services resources are committed and mutual aid agreements must be activated, the dispatchers will be notified and the protocol for notification of the mutual aid agencies will be initiated through the automated CAD system using the aforementioned protocols.

3. COSTS AND PAYMENTS

The parties have agreed to equally share the initial and on-going costs for EMD service that include:

A. The acquisition, implementation and initial training of Communications Center staff associated with ProQA is \$38,168.50. MGMC shall pay to the City of Ames on or before June 30, 2010, the sum of \$19,084.25. The City of Ames has already allocated funds sufficient to match that amount and the purchase of the ProQA system shall follow as soon as possible after MGMC delivers funds to the City of Ames.

B. MGMC shall pay to City of Ames one-half of the annual on-going costs related to EMD. The annual on-going costs for EMD estimated for 2009-2010:

Software maintenance - \$2000.00 Dispatcher recertification (EMD and AED/CPR) - \$965.00 New dispatcher training (estimate 1 per year) - \$700.00 ½ time FTE in dispatch - \$18,000.00

Total annual estimated annual costs: \$21,665.00* (MGMC share would be \$10,832.50)

*Costs associated with labor agreements, equipment, or new functions and services shall be included if attributable to providing EMD.

Communications Center will be responsible for accounting for costs and shall provide a statement of projected costs for the coming fiscal year to MGMC on or about March 1 of each year. MGMC shall make this payment by August 31 of each fiscal year, beginning with August 2010.

At the close of each fiscal year, the Communication Center will provide MGMC with an accounting of actual costs for the previous year. Differences between the projected costs and the actual costs shall be resolved by refunding excess funds to MGMC or invoicing MGMC for extra costs.

- C. The Communications Center shall be responsible for the acquisition and maintenance costs of the communications hardware located in the Communications Center facility at City Hall. MGMC will be responsible for the acquisition and maintenance of communications hardware located outside the Communications Center. Division of expenses for the acquisition and maintenance of software not otherwise addressed in this agreement shall be by agreement of the parties.
- D. The city will not be responsible for equipment or costs beyond those associated with equipment in the Communications Center.

4. ANNUAL REVIEW

Authorized representatives of MGMC and the Communications Center shall meet in March of each year to evaluate the past performance under this agreement, review the procedural and medical protocols of the program, plan changes to the services provided when appropriate, review and plan for staff training and to review program costs. Nothing in this paragraph should prevent the parties from meeting at other times for these same, or other, purposes related to EMD.

5. DURATION AND CANCELLATION

This agreement shall endure indefinitely until cancelled by mutual agreement; or until one party or the other withdraws as herein provided. Either party may withdraw by giving written notice by ordinary mail to the other party earlier than twelve (12) months prior to the intended date of withdrawal. Upon cancellation or withdrawal of either party, the responsibility for EMD shall revert to MGMC and the assistance provided by the Communications Center shall cease.

6. INCIDENTS OUTSIDE THE CITY

The parties understand that MGMC provides emergency medical response to incidents outside the City of Ames pursuant to various agreements with other jurisdictions. The City of Ames will generally not be involved in those services except as may be provided under mutual aid or support agreement(s) with other 911 Communications Centers. MGMC's response plans shall provide alternative courses of action for response when

MGMC is providing other services. Similarly, the parties understand that 911 calls that originate outside of the City of Ames will be transferred to the PSAP responsible for the jurisdiction covering the originating location.

7. MEDICAL DIRECTION

In order to meet the standards related to emergency medical dispatch practices, MGMC shall provide the emergency medical dispatch medical direction. This direction shall include protocol selection, review and approval, case review for quality improvement and continuing dispatcher education related to those quality improvements. The City of Ames shall share in the costs related to medical director reimbursement for the aforementioned services. Payment of \$ 2500 will be paid to MGMC on August 31, 2010 and annually on August 31.

8. ACCESS TO RECORDS

Parties to this agreement shall have access during normal business hours to the books and records of the parties to this agreement that pertain to this agreement, including all documents and records necessary to verify the nature and extent of the costs of the services furnished under this agreement, for a period of not less than four years after the services are furnished.

9. INDEMNIFICATION

Neither party hereto, nor the medical director, shall be liable for any damages proximately resulting from the negligent or wrongful actions or omissions of the other party, employees, agents or contractors performing under this agreement.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed as of the date first above written.

MARY GREELEY MEDICAL CENTER	THE AMES CITY COUNCIL	
By: Substitute Brian Dieter	Ву:	-
President and CEO		

APPROVED AS TO FORM
BY Wall E/25/10
JUDY K. PARKS
ASSISTANT CITY ATTORNEY