

STM84MED

TYPE OF RECORD: PERMANENT

CATEGORY OF RECORD: **CONTRACT (AGREEMENT)**

NAME OF CONTRACTOR: ST. MARY'S HOSPITAL AND MEDICAL
CENTER, INC.

SUBJECT/PROJECT: MEDICAL CONTROL CONTRACT - OPERATION
OF A MODERN PRE-HOSPITAL CARE PROGRAM, INCLUDING BOTH BASIC
AND ADVANCED LIFE SUPPORT SERVICES

CITY DEPARTMENT: FIRE DEPARTMENT

YEAR: 1984

EXPIRATION DATE: NONE

DESTRUCTION DATE: NONE

MEDICAL CONTROL CONTRACT

THIS AGREEMENT made this 4th day of April,
19 84, between ST. MARY'S HOSPITAL & MEDICAL CENTER, INC., a health
care facility and hospital licensed under the laws of the State of
Colorado, hereinafter referred to as "ST. MARY'S" and the CITY OF
GRAND JUNCTION, hereinafter referred to as "CITY", a provider of
basic and advanced life support services and ambulance transportation
services, licensed under the laws of the State of Colorado and duly
authorized by (State Law, _____, county ordinance,
_____) to provide the said services in the City of
Grand Junction and the County of Mesa, Colorado.

WITNESSETH:

WHEREAS, St. Mary's has concluded that the emergency health care
needs of the population of Grand Junction and rural fire districts in
Mesa County, Colorado can be better served by the establishment and
operation of a modern pre-hospital care program, including both basic and
advanced life support services, and

WHEREAS, St. Mary's has acknowledged national trends and develop-
ments in emergency medical care and has thus concluded that the said
program of basic and advanced life support services should be con-
ceptualized, developed, and operated in an efficient medical system, and

WHEREAS, St. Mary's can provide basic and advanced life support
services, and

WHEREAS, the City, through its Fire Department, presently employs and provides the necessary personnel, vehicles and equipment for delivery of the said life support services to the population of Grand Junction and rural fire districts in the County of Mesa, Colorado,

NOW, THEREFORE, in consideration of the mutual covenants herein set forth the parties hereto agree as follows:

1. St. Mary's agrees that pursuant to its agreement with "Colorado West Emergency Physicians", a licensed medical doctor, fully experienced and competent in the specialty of emergency medicine will be retained for the primary purpose of serving as "Medical Director" in the outreach program of basic and advanced life support services embraced by this Agreement.
2. St. Mary's agrees to provide the Medical Director with sufficient authority to monitor and cause to be maintained reasonable minimum levels of patient care, competence, and skill among Medical, Nursing and Allied Health Care Staff employees of the Emergency Department of St. Mary's.
3. St. Mary's agrees to be designated and referred to as a "Resource Hospital" for purposes of being identified as the regional facility with primary responsibility for medical control and quality assurance with respect to all advanced life support services provided under its auspices.

4. St. Mary's agrees to fully cooperate with such facilities as may provide emergency services for purposes of assisting with and providing medical direction, advice and consultation to advanced life support personnel operating within the program administered by St. Mary's.
5. St. Mary's agrees to provide adequate structural and facility resources to allow for didactic and/or clinical training of advanced life support personnel employed by St. Mary's.
6. St. Mary's agrees that both Administrative and Medical Staffs will support and participate in the training of advanced life support personnel employed by the City's Fire Department.
7. St. Mary's agrees that a responsible and capable person will be assigned as "Training Coordinator" for purposes of coordinating all elements of the advanced life support training program for health care facilities which will receive and admit patients who have been managed by advanced life support personnel in radio or telephone contact with St. Mary's.
8. St. Mary's agrees that it will develop and conduct an appropriate Continuing Education Program for all advanced life support personnel employed by the City's Fire Department with the goal of improving personnel skills and preventing skill decay.

9. St. Mary's agrees to provide supervised clinical experience in the training and continuing education of all advanced life support personnel employed by the City's Fire Department, including access to patients.
10. St. Mary's agrees to provide adequate and suitable space for any radio communications, recording and biomedical telemetry equipment needed for monitoring and/or supervision of advanced life support personnel operating within the outreach program of basic and advanced life support services embraced by this Agreement.
11. St. Mary's agrees to restock advanced life support mobile units operating within the above-referenced program with drugs, medications, solutions, supplies and/or equipment used in any medical emergency where the patient/s are transported to St. Mary's facility.
12. St. Mary's agrees that Emergency Department nurses will be adequately trained and authorized (subject to approval of the Medical Director) to provide necessary radio or telephone guidance, assistance, advice or command of advanced life support field personnel when a physician is temporarily unavailable.
13. St. Mary's agrees to take such measures and establish such policies and controls as to assure that all requests for radio or telephone medical guidance, assistance, advice or

command by advanced life support field personnel will be promptly accommodated with an attitude of utmost participation, responsibility, and cooperation.

14. St. Mary's agrees to provide an adequate program of orientation for all employees of St. Mary's to encourage cooperation with the above referenced program.
15. St. Mary's agrees that the Medical Director will schedule and provide for periodic but regular audit, review and critique of cases handled by advanced life support personnel, said sessions to include participation by the said advanced life support personnel, emergency nursing personnel, and emergency physicians for the primary purpose of improving operations.
16. St. Mary's agrees that it will assume primary responsibility for the collection of patient care data and reports from advanced life support personnel for purposes of continuing evaluation of performances and individual and collective patient outcomes and other relevant factors.
17. St. Mary's agrees that during all periods when patients are being treated or otherwise managed in a remote setting by advanced life support field personnel in radio or telephone contact with St. Mary's, such advanced life support personnel shall be considered to be the extension of, backed up by, and under the direction of the Emergency

Department physician on duty.

18. St. Mary's agrees that in its supervisory role over advanced life support personnel engaged in remote emergency care and transportation, it will issue transportation instructions and hospital assignments based entirely on objective analyses of patient needs and facility capability, and that no effort will be made to obtain institutional or commercial advantage through use of such transportation instructions and hospital assignments. To this end, the squad members will use their best efforts to determine where the patient wishes to go. Until further determination, patients under psychiatric emergency or suffering severe head trauma or severe burns or requiring pre-natal care shall be transported to St. Mary's Hospital for care.

19. The City agrees to utilize its communications and dispatching facilities and personnel for the purpose of accepting calls from the public for emergency medical services and transportation.

20. The City agrees to provide and maintain in safe and reliable condition a fleet of advanced life support/ambulance vehicles for response to calls for assistance from members of the public and for delivery of needed emergency medical services and transportation within the concept and intent of this Agreement.

29. Each party agrees to
save and hold harmless
the other party, from any
and all claims and demands
~~arising~~ arising from the actions
of ~~the party~~ ~~retained~~ of
the parties required
under this agreement.

~~Must~~ activities required
by this ~~contract~~ agreement
to be performed by each
party. This shall extend
to the providing of a
defense in the event of suit

all 10 18

To this end the squad members will use their best efforts to determine where the patient wishes to go. Until further determination patients under psychiatric emergency or suffering from heat trauma or other severe conditions shall be transported to St. Marys Hospital for care. (S) [Signature]

21. The City agrees to employ and/or maintain an adequate number of trainable and reliable employees to serve as advanced life support personnel in the outreach program of basic and advanced life support services embraced by this Agreement. There will be available 24 hours a day, seven days a week, a paramedic to cover the squads. The second rider will be an EMT basic or an EMT intermediate. The supervision of these career employees with the City's Fire Department will be directed by an employee of the City's Fire Department who is trained and knowledgeable in the emergency medical system at the paramedic level.

22. The City agrees to allow St. Mary's to supervise and direct the medical activities of the said career employees during assigned working hours for the purposes of training, continuing education, reporting, medical review and audit, and provision of advanced life support services while in radio or telephone contact with designated medical or nursing staff at St. Mary's.

23. The City agrees that all medical directions relevant to the program embraced by this Agreement shall be within the province of the Medical Director and/or his designated representative. Policies which determine or influence the type and quality of medical care delivered will be generated by the Medical Director. These will be subject to review by City Management. This shall include the type

of response, the level of training needed for the response, treatment guidelines and policies relating to ambiguous cases such as suicidal patients, or the patient who refuses medical care. Judgments by the Medical Director concerning the competence and/or continuing performance of any advanced life support personnel employed by the Fire Department shall be reviewed with City Management; however, the final decision to allow an individual to continue to provide medical care shall rest with the Medical Director and his decision shall be final and undisputed.

24. The City agrees to provide the Medical Director with adequate and appropriate access to advanced life support personnel in their working environment and during their working time for purposes of performance evaluation and training. This shall include rotations through the Emergency Department of St. Mary's Hospital on a prescheduled basis.
25. The City agrees to provide adequate and appropriate opportunity for medical and nursing staff employed by St. Mary's under the direction of the Medical Director, to accompany advanced life support personnel on actual emergency incidents for purposes of training and orientation.
26. Both parties to this Agreement agree to promptly inform each other of any and all grievances which may occur with respect to the provisions of, and performances defined

by this Agreement.

27. The City will allow the Medical Director to participate in interviews and to render an opinion on applicants for positions on the squad. This opinion will be considered as to the medical knowledge, moral character and ethical character as they pertain in the delivery of medical care.
28. Each party agrees to save and hold harmless the other party from any and all claims and demands arising from the activities required by this Agreement to be performed by each party. This shall extend to the providing of a defense in the event of suit.
29. Both parties agree that this Agreement may not be terminated except by written notification to the other party at least ninety (90) days prior to the date of such termination.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

ST. MARY'S HOSPITAL & MEDICAL CENTER, INC.

By: Sister Mary Alay

CITY OF GRAND JUNCTION

By: W. H. Pedersen
President of the Council

attest: Meva B. Lockhart, CMC
City Clerk



St. Mary's Hospital & Medical Center

August 9, 1984

Ms. Neva Lockhart
Office of the City Clerk
250 North 5th Street
Grand Junction, CO 81501-2668

Dear Ms. Lockhart:

Enclosed is the contract that we discussed last week. Please call me when you have the state and county ordinance numbers.

Sincerely,

Lew Goodhart, Director
Medical Services

LG:sb

Enclosure

Affiliate of Sisters of Charity of Leavenworth Health Services Corporation, Inc.

7TH & PATTERSON • P.O. BOX 1628 • GRAND JUNCTION, CO 81502-1628 • 303 244-2273

Department physician on duty.

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19. The City agrees to utilize its communications and dispatching facilities and personnel for the purpose of accepting calls from the public for emergency medical services and transportation.
20. The City agrees to provide and maintain in safe and reliable condition a fleet of advanced life support/ambulance vehicles for response to calls for assistance from members of the public and for delivery of needed emergency medical services and transportation within the concept and intent of this Agreement.
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28. Both parties agree that this Agreement may not be terminated except by written notification to the other party at least _____ prior to the date of such termination.

IN WITNESS THEREOF, The parties have executed this Agreement the day and year first above written.

ST. MARY'S HOSPITAL & MEDICAL CENTER, INC.

BY: Sister Mary Alice

CITY OF GRAND JUNCTION

BY: _____