

ORDINANCE NO. 01-77 AC CMS

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH THE OBERLIN MEDICAL CENTER OF OBERLIN, OHIO, FOR EMERGENCY MEDICAL DIRECTION AND FOR MUTUAL ASSISTANCE EMERGENCY MEDICAL SERVICE AND DECLARING AN EMERGENCY

BE IT ORDAINED by the Council of the City of Oberlin, County of Lorain, State of Ohio, five-sevenths (5/7ths) of all members elected thereto concurring:

SECTION 1. That the City Manager is hereby authorized and directed to enter into an agreement with Oberlin Medical Center, Oberlin, Ohio, for emergency medical direction relative to certain personnel of the Oberlin Fire Department, and for mutual assistance for emergency medical services by the Oberlin Fire Department, said agreement being attached hereto and incorporated herein by reference

SECTION 2. It is hereby found and determined that all formal actions of this Council concerning or relating to the adoption of this ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action, were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION 3. That this ordinance is hereby declared to be an emergency measure necessary for the preservation of public peace, health, and safety of the citizens of the City of Oberlin, Ohio, to wit:

"to authorize emergency medical direction and mutual assistance emergency medical services at the earliest possible date in order to ensure the best emergency service possible to residents and allow Fire Department personnel to fully utilize their training and skills immediately", and shall take effect immediately upon passage.

PASSED: 1st Reading - August 20, 2001
2nd Reading - September 4, 2001
3rd Reading - September 17, 2001 (E)

ATTEST:


CLERK OF COUNCIL


CHAIR OF COUNCIL

POSTED: 9/18/2001

EFFECTIVE DATE: 9/18/2001

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AGREEMENT

This agreement is made and entered into at Oberlin, Ohio, on this 18th day of September, 2001, by and between Oberlin Medical Center, hereinafter referred to as "Hospital", and the City of Oberlin, hereinafter called referred to as "City", to establish medical control (direction) for emergency medical services that may be performed by the City of Oberlin Fire Department, hereinafter referred to as "Fire Service", in order to comply with certain provisions of Chapter 4765 of the Ohio Revised Code, and to provide mutual assistance of emergency medical services (EMS) in time of emergency within the City of Oberlin.

WITNESSETH:

WHEREAS, the City, through its Fire Service, provides fire rescue and emergency services to residents of the City of Oberlin and certain portions of the surrounding area; and

WHEREAS, the City, in order to fully utilize the skills of its Fire Service personnel and provide the best possible fire, rescue and emergency service to the citizens of the City and certain portions of the surrounding area, desires to work with the Hospital in order to accomplish that task; and

WHEREAS, Hospital desires to work with the City and its Fire Service in order to provide the best possible emergency services to the citizens of the City and certain portions of the surrounding area.

NOW, THEREFORE, in consideration of said representations and the provisions set forth hereinafter, the parties hereto agree as follows:

1. The Hospital agrees to provide medical direction to the Fire Service, in accordance with Chapter 4765 of the Ohio Revised Code and the administrative regulations promulgated thereto, through both verbal orders and written Lorain County ambulance protocols.
2. Hospital agrees to allow certified First Responders, Emergency Medical Technicians - Ambulance, Advanced Emergency Medical Technicians-Ambulance and Emergency Medical Technicians-Paramedic of the Fire Service to attend continuing

education programs provided by Hospital, in order that said personnel can maintain their state certification. Fire Service agrees that all continuing education may be approved by the Medical Director of the Hospital, pursuant to the guidelines of the Ohio Department of Public Safety, Division of Emergency Medical Services. Each participant will be responsible to maintain an accurate record of their education hours.

3. If the Fire Service obtains an Ohio State pharmacy license authorizing it to possess and dispense drugs, those drugs may be purchased through the hospital pharmacy and exchanged as appropriate.

4. Hospital agrees to participate in a continuous quality improvement (assurance) program for the certified Fire Service employees providing emergency medical services.

5. Fire Service agrees that all their emergency medical service personnel, including First Responder, Emergency Medical Technician-Ambulance, Advanced Emergency Medical Technician-Ambulance and Emergency Medical Technician-Paramedic, must complete a competency review process conducted by the Hospital prior to performing emergency medical services pursuant to this agreement.

6. Both Fire Service and Hospital agree to submit in writing to the other party any complaints or concerns related to or arising out of this agreement or any emergency medical services provided pursuant thereto. Both parties agree to promptly investigate all such complaints or concerns and will thereafter promptly respond in writing concerning said complaint or concern.

7. Hospital and Fire Service agree to establish and participate in an Emergency Medical Services Advisory Board. The Advisory Board shall meet at least quarterly to discuss issues pertaining to medical direction, protocols, and other issues relating to the provision of emergency medical services and/or relating to this agreement.

8. To facilitate the provision of emergency medical care within the City of Oberlin, the Fire Service agrees to provide first response emergency medical service concurrently with Hospital EMS crews to all life-threatening medical emergencies including, but not limited to: cardiac arrest; drowning or water rescue; electrocutions; vehicular accidents with entrapment or fire hazard; cave-in or structural collapse; incidents involving hazardous materials or biological/chemical exposures; severe trauma injuries including industrial site with/without entrapment; and mass casualty incidents. When Hospital EMS crews are not immediately available within the City, the Fire Service shall be notified by the Hospital and agrees to provide first response emergency medical service mutual assistance to all emergency calls within the City of Oberlin until the arrival and transfer of care to a designated mutual assistance transport ambulance. Hospital agrees to replace all disposable supplies and drugs used for such patients on a one-for-one basis.


9. In providing emergency medical services pursuant to this agreement, Fire Service agrees that patient care will be formally transferred to Hospital emergency medical service crews immediately upon their arrival at the scene, and Fire Service will thereupon provide all patient and incident information to the Hospital emergency medical service crews.

10. Hospital and City stipulate that this agreement shall supercede a similar agreement between the parties dated December 6, 1999, and shall continue in effect unless terminated by either party by written notice given not less than ninety (90) days prior to the date of termination.

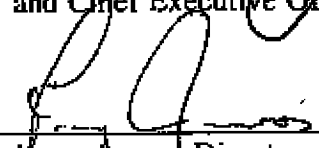
IN WITNESS WHEREOF, this agreement has been executed at Oberlin, Ohio, on the _____ day and in the year first above written.

OBERLIN MEDICAL CENTER

by:


Edwin Oley, President
and Chief Executive Officer

and by:



Larry James, Director
OMC Emergency Medical Services

CITY OF OBERLIN, OHIO

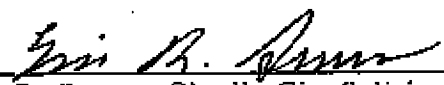
by:


Robert DiSpirito, City Manager

and by:


Dennis Kirin, Fire Chief

Approved as to form:


Eric R. Severs, Oberlin City Solicitor