



## MEMORANDUM

TO: Members of the Troy City Council  
FROM: Lori Grigg Bluhm, City Attorney  
DATE: March 10, 2008  
SUBJECT: Blood Draw Agreements

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In March 2005, Troy Beaumont Hospital, Alliance Mobile Health, and the City of Troy formalized an innovative process to more efficiently secure blood samples from suspected drunk drivers. Although the breathalyzer is most often used to obtain a person's level of intoxication, there are situations where blood samples are necessary, or specifically requested by a suspect. Prior to 2005, each suspect requiring a blood test was transported by our officers to Troy Beaumont Hospital, since blood tests were required to be performed under the supervision of a licensed physician.

Starting in 2005, Beaumont Hospital developed a protocol, which allowed for EMTs from Alliance Mobile Health to do these blood draws in their ambulances. Pursuant to the protocol, the EMT would necessarily contact a physician working at Beaumont Hospital, who would provide the "direction," as required by the state drunk driving laws. Certain health conditions could preclude this procedure, and these conditions are set forth in the Protocol. All blood samples are taken in a sterile environment, and are forwarded to the State of Michigan for analysis and report.

Since 2005, this process has been very successful in significantly reducing the number of visits to Troy Beaumont Hospital. The initial agreement was for one year, with two one year renewals. The parties have agreed to a new five year agreement, with up to two automatic renewals for five year periods.

Attached please find a proposed Agreement between the Troy Beaumont Hospital and the City of Troy, and a second proposed Agreement between Alliance Mobile Health and the City of Troy. City Administration recommends approval of the proposed agreements, which would allow this successful practice to continue.

As always, if you have any questions concerning the above, please let me know.

## AGREEMENT

This Agreement is made and entered into on this \_\_\_\_ day of \_\_\_\_\_, 2008, by and between the City of Troy, a Michigan Municipal Corporation, whose address is 500 W. Big Beaver Road, Troy, Michigan, 48084, and William Beaumont Hospital, a Michigan non-profit corporation, whose address is 44201 Dequindre Troy, Michigan 48085. The parties have agreed to the following terms and conditions:

1. The City of Troy desires to institute a procedure whereby an individual, qualified by education, training or experience to withdraw blood, shall withdraw blood from suspects in criminal cases under the supervision and delegation of a licensed physician, in accordance with the terms and conditions set forth in MCL 257.625a (6)(c), MCL 333.16215 and MCL 333.16109. William Beaumont Hospital, Troy, has agreed to cooperate with the City in its implementation of this procedure.
2. The blood withdrawals will take place in a “medical environment” at or near the City of Troy police department, and under the supervision and delegation of a licensed physician. This includes, but is not limited to ambulances or other similar locations that are under the control of persons qualified to withdraw blood under the statutes of the State of Michigan.
3. The delegation by the physician will occur via written protocols, attached as Exhibit A, and telephone or two-way radio communication between the physician and the individual qualified to withdraw blood.
4. The delegating physician ordering the blood draw will be physically located at William Beaumont Hospital, Troy.
5. William Beaumont Hospital agrees to allow its employed emergency medicine physicians who are physically located on its premises to facilitate the legally required supervision and delegation to the qualified individual withdrawing blood in a medical environment located at or near the City of Troy police department.
6. The City of Troy agrees to indemnify, defend and hold harmless William Beaumont Hospital and its employees, physicians, agents, contractors, trustees and directors from any and all liability, and to pay reasonable attorney fees and costs incurred for the negligence, alleged negligence, malpractice or misconduct of any person engaged in the withdraw of blood, as requested by the Troy police department under the written protocol, which is attached and incorporated by reference. The City of Troy also agrees to indemnify and defend William Beaumont Hospital and its employees, physicians, agents, contractors, trustees, and directors and hold them harmless and to pay reasonable attorney fees and costs resulting from any challenges to the implementation and/or drafting of the

attached and incorporated protocol for withdrawal of blood off-premises and under the direction of a licensed physician of William Beaumont Hospital. This provision shall not apply to claims or causes of action alleging or arising from the failure of William Beaumont Hospital and its employees, physicians, agents, contractors, trustees and directors to comply with the terms and conditions of the written protocol for the off-premises withdrawal of blood.

7. The term of this Agreement is for five years from the date of execution and shall renew automatically for two (2) consecutive, additional five-year terms unless canceled by either party by written notice at least thirty (30) days prior to the date of expiration of this Agreement.
8. This Agreement may be terminated at any time and for any reason by either party upon ninety (90) day written notice.
9. This Agreement contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed, and supersedes all prior written or oral agreements or communications between the parties. No supplement, modification, or amendment of any term, provision, or condition of this Agreement shall be binding or enforceable on either party hereto unless in writing signed by both parties.
10. This Agreement shall be governed, construed and interpreted in accordance with the laws of the State of Michigan.

IN WITNESS WHEREOF, the authorized representatives of the parties hereto have fully signed and executed this Agreement on the \_\_\_\_ day of \_\_\_\_\_, 2008.

WITNESSES:

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CITY OF TROY

BY: \_\_\_\_\_

ITS: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

WM. BEAUMONT HOSPITAL

BY: \_\_\_\_\_

ITS: \_\_\_\_\_

**TROY POLICE DEPARTMENT  
PROTOCOL FOR BLOOD DRAW**

1. Officer obtains a voluntary consent form or a court ordered search warrant signed by a judge authorizing a physician to draw a blood sample from the suspect/patient. The search warrant must also indicate where the blood sample is to be drawn (Troy Police Department via Alliance Mobile Health or Troy Beaumont Hospital.)
2. Officer presents the suspect/patient a copy of the search warrant signed by the judge.
3. Officer requests Alliance Mobile Health dispatch an ambulance to the Troy Police Department sally port area to obtain a blood sample. Alliance Mobile Health will send paramedics that are qualified by education, training, or experience to obtain a blood sample under the direction and supervision of a hospital emergency room physician.
4. Officer escorts suspect/patient to the sally port area and has suspect/patient enter ambulance to prepare for the blood draw procedure. Officer supplies the paramedics the portable telephone located in sally port.
5. Alliance Mobile Health paramedics shall verify the search warrant or voluntary consent and then perform a history and physical documented on the Oakland County EMS Run Form. The history and physical will include, at a minimum, documentation of the following information:
  - a. patient complaint;
  - b. preliminary breath test results (if performed);
  - c. past medical history;
  - d. current medications;
  - e. allergies;
  - f. level of consciousness;
  - g. vital signs (temperature/blood pressure/respiratory rate);
  - h. pupil assessment;
  - i. skin perfusion; and
  - j. blood glucose level
6. The paramedics may use their knowledge, skill and training to make the decision to transfer the suspect/patient to the Troy Beaumont Hospital emergency department at any time and for any reason. However, if a suspect/patient has any of the following signs, symptoms or history, he/she shall be immediately transferred to the emergency center at Troy Beaumont:
  - a. history of diabetes, seizures or closed head injury;
  - b. blood glucose in excess of 160 or less than 60;

- c. unstable vital signs;
  - d. any sign of trauma;
  - e. suspicion of infectious process in febrile patient; and
  - f. suspicion of polydrug ingestion
7. Alliance Mobile Health paramedics will use the portable telephone to contact Troy Beaumont Hospital emergency room to speak with the attending physician. If requested, the paramedic shall fax a copy of the EMS Run Form to the emergency physician.
  8. The paramedics shall document on the EMS Run Form the name of the emergency physician and document the physician's authorization to proceed with the blood draw as well as any other instructions.
  9. If authorized by the physician, and pursuant to their order, supervision and direction, only, the paramedics will draw the blood sample using the blood kit supplied by Michigan State Police. Paramedics will follow the directions in the blood kit and complete their portion of the written form. Paramedics will only use the items supplied in the blood kit to obtain the blood sample
  10. After the blood draw, officer will process the blood samples as prescribed by department policy. Blood samples will be analyzed by MSP crime lab. Officer shall log the names of the paramedics and attending room physicians involved in the blood draw in the incident report.
  11. Officer shall supply the suspect/patient a search warrant tabulation form after the blood draw.
  12. Paramedics from Alliance Mobile Health will dispose of the used medical supplies as directed by company policy.
  13. An emergency physician shall be continuously available under this Protocol for direct communication with the paramedic by either telephone or radio communications.
  14. The Director or Emergency Medicine at William Beaumont Hospital, Troy, shall be available on a regularly scheduled basis to review the practices of the paramedics under this Protocol, review records, and provide requested consultation or education of the paramedics' performance.
  15. Alliance Mobile Health shall maintain the EMS Run Form record in the regular course of business.

## AGREEMENT

This Agreement is made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2008 by and between the City of Troy, a Michigan Municipal Corporation, whose address is 500 W. Big Beaver Road, Troy, Michigan, 48084, and Alliance Mobile Health & Oakland Healthcare Alliance, a Michigan non-profit corporation, whose address is 2045 Austin Drive, Troy, Michigan 48083. The parties have agreed to the following terms and conditions:

1. The City of Troy desires to institute a procedure whereby an individual, qualified by education, training or experience to withdraw blood, shall withdraw blood from suspects in criminal cases under the supervision and delegation of a licensed physician, in accordance with the terms and conditions set forth in MCL 257.625a (6)(c), MCL 333.16215 and MCL 333.16109. Alliance Mobile Health has agreed to cooperate with the City in its implementation of this procedure.
2. The blood withdrawals will take place in a “medical environment” at or near the City of Troy police department, and under the supervision and delegation of a licensed physician. This includes, but is not limited to ambulances or other similar locations that are under the control of persons qualified to withdraw blood under the statutes of the State of Michigan.
3. The delegation by the physician will occur via written protocols, attached as Exhibit A, and telephone or two-way radio communication between the physician and the employee or agent of Alliance that is qualified to withdraw blood.
4. The delegating physician ordering the blood draw will be physically located at William Beaumont Hospital, Troy.
5. Alliance agrees to allow its employees that are qualified to withdraw blood under the statutes of the State of Michigan to facilitate the legally required procedure of withdrawing blood in a medical environment located at or near the City of Troy police department. Alliance agrees that its employees will also follow the Evidentiary Blood Draw Protocol, which was approved by the State on December 10, 2007, and is attached as Exhibit B, in addition to the Troy Beaumont Hospital protocol (Exhibit A). In the event that there is a conflict between the two protocols, Exhibit A shall control.
6. The City of Troy agrees to indemnify, defend and hold harmless Alliance and its employees, agents, contractors, trustees and directors from any and all liability incurred for the negligence, alleged negligence, malpractice or misconduct of any person engaged in the withdraw of blood, as requested by the Troy police

department under the written protocols, which are attached and incorporated by reference, with the exception of claims or causes of action alleging or arising from the gross negligence of Alliance, and its employees, physicians, agents, contractors, trustees and directors, or the failure to comply with the terms and conditions of the written protocol for the off-premises withdrawal of blood.

7. The term of this Agreement is for five years from the date of execution and shall renew automatically for two (2) consecutive, additional five year terms unless canceled by either party by written notice at least ninety (90) days prior to the date of expiration of this Agreement.
8. This Agreement may be terminated at any time and for any reason by either party upon ninety (90) day written notice.
9. This Agreement contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed, and supersedes all prior written or oral agreements or communications between the parties. No supplement, modification, or amendment of any term, provision, or condition of this Agreement shall be binding or enforceable on either party hereto unless in writing signed by both parties.
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BY: \_\_\_\_\_

ITS: \_\_\_\_\_

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\_\_\_\_\_

ALLIANCE MOBILE HEALTH

BY: \_\_\_\_\_

ITS: \_\_\_\_\_

**TROY POLICE DEPARTMENT  
PROTOCOL FOR BLOOD DRAW**

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4. Officer escorts suspect/patient to the sally port area and has suspect/patient enter ambulance to prepare for the blood draw procedure. Officer supplies the paramedics the portable telephone located in sally port.
5. Alliance Mobile Health paramedics shall verify the search warrant or voluntary consent and then perform a history and physical documented on the Oakland County EMS Run Form. The history and physical will include, at a minimum, documentation of the following information:
  - a. patient complaint;
  - b. preliminary breath test results (if performed);
  - c. past medical history;
  - d. current medications;
  - e. allergies;
  - f. level of consciousness;
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6. The paramedics may use their knowledge, skill and training to make the decision to transfer the suspect/patient to the Troy Beaumont Hospital emergency department at any time and for any reason. However, if a suspect/patient has any of the following signs, symptoms or history, he/she shall be immediately transferred to the emergency center at Troy Beaumont:
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  14. The Director or Emergency Medicine at William Beaumont Hospital, Troy, shall be available on a regularly scheduled basis to review the practices of the paramedics under this Protocol, review records, and provide requested consultation or education of the paramedics' performance.
  15. Alliance Mobile Health shall maintain the EMS Run Form record in the regular course of business.



## Evidentiary Blood Draw Protocol (optional)

### **Purpose**

OCMCA has provisions to allow Paramedics working for a licensed OCMCA agency, when requested by a law enforcement officer, who is in the possession of a search warrant duly signed by a magistrate or judge, and under the supervision and at the direction of medical control, to draw blood for the purposes of determining the presence of alcohol and/or drugs. If a patient presents with a medical condition, the General Prehospital Care protocol will be initiated.

### **Post-Radio**

#### **PARAMEDIC**

1. Obtain blood draw kit from law enforcement officer and only use the provided contents within the kit for collection.
2. Sample shall be obtained in the presence of a law enforcement officer.
3. Do not use alcohol or alcoholic solutions to sterilize skin surface, needle or syringe.
4. Draw two tubes of venous blood from subject in presence of law enforcement officer, and tell the subject **IN THE PRESENCE OF LAW ENFORCEMENT OFFICER** that no alcohol was used in sterilizing the skin surface, needle, or syringe. Slowly invert blood collection tube(s) several times to distribute the sodium fluoride/potassium oxalate preservative.
5. Complete blood specimen label(s) by entering name of subject, date and time of blood collection, and your name in ink.
6. In the presence of subject, hand tube(s) of blood and label(s) to law enforcement officer for signing, packaging, and transfer to the laboratory.

State approved: December 10, 2007