RESOLUTION 30-2010

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF BENSON, ARIZONA, APPROVING AND AUTHORIZING THE EXECUTION OF A BASE HOSPITAL AGREEMENT WITH CARONDELET HEALTH NETWORK FOR SUPPORT OF THE CITY'S EMERGENCY MEDICAL SERVICES

WHEREAS, the City of Benson has a Fire Department which provides emergency medical services ("EMS"); and

WHEREAS, the Fire Department requires an agreement with a base hospital for support of its EMS; and

WHEREAS, Carondelet Health Network owns and operates Carondelet St. Joseph's Hospital which is willing and able to provide support to the Fire Department for its EMS; and

WHEREAS, a Base Hospital Agreement is attached hereto as Exhibit A and incorporated herein by this reference; and

WHEREAS, the City desires to avail itself of all provisions of law applicable to this Agreement and desires to enter into it; and

WHEREAS, the Mayor and Council of the City of Benson have reviewed the terms and conditions of the Agreement and find that entering into it is in the best interests of the City and its residents.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Benson that the City enter into the Agreement with Carondelet Health Network for support of the City's EMS, said Agreement is attached hereto as Exhibit A, and the Mayor is hereby authorized to execute the Agreement.

BE IT FURTHER RESOLVED that the City's officers and staff are hereby authorized to take all steps necessary and proper to implement the Agreement and carry out its intents and purposes.

PASSED AND ADOPTED by the Mayor and Council of the City of Benson, Arizona, this 26th day of April, 2010.

MARK M. FENN, Mayor

ATTEST:

VICKI L. VIVIAN, CMC, City Clerk

APPROVED AS TO FORM:

MICHAEL J. MASSEE, City Attorney

EXHIBIT A

[Base Hospital Agreement]

Base Hospital Agreement
Emergency Medical Services - Supporting Service Agreement

Section 1. Parties. This Emergency Medical Services Supporting Service Agreement ("Agreement") is between **CARONDELET HEALTH NETWORK**, an Arizona non-profit corporation, owner and operator of **Carondelet St. Joseph's Hospital** ("Base Hospital"), located at 350 North Wilmot Rd, Tucson, AZ 85711 and City of Benson Fire Department ("Agency").

Section 2. Authorization. The following state laws are applicable and incorporated by this reference into this Agreement:

(1) Arizona Revised Statutes, Title 36, Chapter 21.1;
(2) Arizona Administrative Code, Title 9 Chapter 25, Article 2.

Section 3. Definitions.

(1) Administrative Medical Direction. The development of EMS policies, procedures, and programs related to education and evaluation of prehospital EMS personnel. Base Hospital Medical Director shall be responsible for administrative medical direction of prehospital personnel assigned to Base Hospital.
(2) Medical Direction Authority. An emergency physician or nurse intermediary who is designated to render on-line medical supervision of EMS personnel. On-line supervision may be direct (conveyed between physician and EMS personnel via person-to-person, two way radio, or telephone conversation) or indirect (conveyed by an intermediary). On-line medical direction by Base Hospital will be exercised according to the attached Medical Direction Plan (**Attachment A**).

Section 4. Scope of Services. Agency and Base Hospital agree to fully comply with the requirements of the Arizona EMS Statutes and Regulations, including the following specific provisions: Agency agrees to maintain certified EMS personnel and appropriately-equipped vehicles; maintain Base Hospital certification; provide medical direction to the certified EMS personnel assigned to Base Hospital, and provide supervision and direction to EMS personnel in conformance with EMS Statutes and Regulations.

Section 5. Medical Direction Plan. The Medical Direction Plan (**Attachment A**) shall be binding on Agency and Base Hospital.

Section 6. Term and Termination. The term of the Agreement shall be two years, commencing on July 1, 2010. Either party may terminate this agreement with or without cause upon thirty days notice to the other party.

Section 7. Indemnification. To the extent permitted by Arizona law, Base Hospital agrees to defend, indemnify and save harmless Agency, including Agency personnel, from all losses, claims, suits, demands, expenses, subrogation, attorney's fees, court costs, or actions of any kind and nature resulting from injury to any person (including bodily injury and death) or damages to any property, arising or alleged to have arisen out of: 1) Base Hospital's negligent performance of this agreement or 2) Base Hospital's acts or omissions in providing on-line medical supervision and/or administrative medical direction to Agency EMS personnel assigned to Base Hospital. Agency agrees to indemnify and save harmless Base Hospital, its employees and agents, from all losses, claims, suits, demands, expenses, subrogation, attorney's fees, court costs, or actions of any kind resulting from injury to any person (including bodily injury and death) or damages to any property, arising or alleged to have arisen out of: 1) Agency's negligent performance of the terms of this agreement or 2) Agency's act(s) or omission(s) in providing emergency medical services without or in contradiction to Base Hospital's on-line medical supervision and/or administrative medical direction to Agency's certified EMS personnel.

Section 8. Reporting. Agency will report to Base Hospital all known instances of incompetence or unprofessional conduct by EMS personnel. Reciprocal reporting will be done by Base Hospital to Agency's EMS personnel supervisor. Hospital reserves the right to withdraw on-line or administrative

medical direction from any Agency EMS personnel following consultation with said EMS individual and Agency's supervisor.

Section 9. Insurance. Agency shall furnish Base Hospital a certificate evidencing comprehensive insurance coverage or self insurance for general and professional liability and automobile (ambulance) liability, naming Base Hospital as an additional named insured in an amount not less than One Million dollars ($1,000,000) per incident/ Three Million Dollars ($3,000,000) annual aggregate. The certificate shall state that Base Hospital shall receive not less than thirty (30) days advance notice of cancellation or substantial change in coverage.

Section 10. No Monetary Consideration. This Agreement is cooperative, an accommodation to both parties, and shall be free of monetary considerations.

Section 11. Nondiscrimination. Both parties shall comply with Executive Order Number 99-4 (as thereafter amended) issued March 1, 1999 by the Governor of the State of Arizona prohibiting discrimination in employment by government contractors or subcontractors.

Section 12. Independent Contractors. The parties' are independent contractors. This Agreement does not create any employment, agency, franchise, joint venture, partnership, or other similar legal relationship between Agency and Base Hospital. Neither party has the authority to bind or act on behalf of the other party except as specifically stated herein.

Section 13. Exclusion from Federal Health Care Programs. Agency represents that it has not been nor is it about to be excluded from participation in Medicare, Arizona's AHCCCS program, or any other state or federal health care program, and shall notify Base Hospital within one (1) business day of its receipt of notice of intent to exclude or actual notice of exclusion from any such program.

Section 14. Assignment. Neither party may assign, subcontract, delegate, or otherwise transfer this Agreement or any rights thereunder, or contract with third parties to perform any obligation hereunder without the written consent of the other party.

AGENCY

By: _____
Mayor
Date 4-28-10
Address: PO Box 2223
Benson, AZ 85602
Telephone: 520-586-2245

CARONDELET HEALTH NETWORK

By: _____
Base Hospital CEO
Date _____

By: _____
Base Hospital Medical Director
Date: _____

Attachment A

EMS MEDICAL DIRECTION PLAN
General Conditions

Base Hospital will comply with all aspects of Title 9, Chapter 25, Article 2 of the Arizona Administrative Code ("AAC").

I. Agency will comply with the emergency vehicle unit assignment requirement as detailed in Article 2 AAC. Agency's personnel assigned to Base Hospital will be designated as follows: Certified EMS personnel as specified on current BLS/ALS Duty Rosters provided by Agency. Additional EMS personnel may be assigned to Base Hospital, as specified on Duty Rosters. This does not include first responders. Scope of practice for personnel below the Basic EMT level shall be solely determined by Agency.

A. Agency will not concurrently assign personnel to any other Base Hospital for the purpose of receiving administrative medical direction, as specified in Article 2 of the Arizona Administrative Code. All personnel assigned for duty will have current state certification, CPR, and ACLS, as required. Agency will provide a current list of assigned personnel to Base Hospital every three months. Information on the roster will include expiration dates for certification, CPR and ACLS, as required. Personnel shall be immediately withdrawn from duty by the agency should any state-required certifications lapse and Base Hospital will be notified immediately.

B. Agency shall notify Base Hospital within thirty (30) days of any personnel who are being reassigned to another facility or deleted from duty rosters. Agency shall notify Base Hospital within ten (10) working days of any personnel newly assigned to Base Hospital for administrative medical direction.

C. Agency will comply with the working communication equipment as detailed in Article 2. Agency will provide field units with equipment that will allow Base Hospital medical direction direct communication with emergency medical technicians.

II. State Guidelines for Medical Direction Plans

A. Arizona State Administrative Rules, Regional Protocols, the Medical Direction Plan, and Base Hospital Policies shall guide the activities of Agency and Base Hospital Medical Direction authorities, both on line and administratively. In accordance with R9-25-210, Medical Directions Plans within a region shall include treatment, triage, and communications protocols.

III. Regional Authority and Medical Direction Protocols

A. The Southeastern Arizona EMS Council (SAEMS) protocols and this Medical Direction Plan are intended to serve as guidelines for both the directing physician and the responding EMS personnel at an emergency scene, until transfer of the patient to a receiving facility or another Medical Direction authority occurs. These protocols can be found in the Regional Protocol Book or on the Internet at http://www.saems.net/.

IV. Specific Regional Triage, Communication & Treatment Protocols

A. Regional triage and communication protocols indicate that medical direction contact is expected to be established with the closest *appropriate* Base Hospital or their administrative Base Hospital as soon as possible after patient contact.

B. The local EMS coordinating council shall decide type of facility for any given emergency by means of written protocols. Circumstances and patient conditions, which require on-line medical supervision, are addressed in the Criteria for Base Hospital Contact Protocol. In the event of a communications failure, where prehospital personnel are unable to contact the closest appropriate

Base Hospital &/or their administrative Base Hospital, personnel will contact the next closest *appropriate* Base Hospital for triage, treatment &/or transport decisions.

1). The emergency physician who is giving medical direction will use the following criteria to determine the appropriate receiving facility:

a). informed, competent patient's choice;
b). nature and severity of illness/injury;
c). expected transport time;
d). availability of special treatment facilities.

2). The selection of a receiving facility to which emergency patients are transported is the responsibility of:

a). medical direction from the hospital of patient's choice, if the hospital is a Base Hospital;
b). medical direction from the closest Base Hospital;
c). medical direction from EMS unit's administrative Base Hospital when there is a question as to appropriate receiving facility.

C. Current Triage and Communication Protocols shall guide on-line Medical Direction for specific patient conditions, including but not limited to: trauma, hazardous materials scenes, critical pediatric patients, multi-casualty burn, and pediatric burn patients.

D. Communication with Administrative Medical Direction

1). Personnel will patch to their Administrative Base Hospital when they are in specific situations. These situations are outlined specifically in Base Hospital policy and may include:

a). transport to non-certified receiving facilities;
b). patient refusals;
c). DOA/DNR confirmation;
d). on-scene control conflicts; multi-casualty incidents;
e). physician on-scene;
f). requests to function beyond protocol

E. Transfer of On-Line Medical Direction should be guided by R9-25-210.

a). When a patient is to be transferred from one facility to another, personnel should immediately communicate all pertinent patient management information to the responsible receiving physician or nurse. If the receiving facility **is** also a certified Base Hospital, care of the patient and direct communication with ALS personnel rendering care may be transferred to the receiving Medical Direction authority at the discretion of the sending Medical Direction authority. If the receiving facility is NOT a Base Hospital, Medical Direction will remain with the sending Medical Direction authority.

F. Treatment Protocols

a). Treatment Protocols approved by SAEMS are intended to serve as guidelines for both the directing physician and the EMS personnel at the scene. At no time will care given to a patient in the field exceed the treatment possibilities listed without direct medical control. The Supervising Base Hospital physician will determine the extent to which the EMS personnel will carry out treatment protocols.

b). A specific set of prehospital standing orders has been approved by SAEMS for use in the region. These standing orders provide the EMS provider with the ability to identify and treat without making Base Hospital contact. Providers are expected to be familiar with the available standing orders.

V. Drug Control

A. The current Arizona Department of Health Services Revised Drug List and Drug Box Implementation Procedures are considered binding on Agency and Base Hospital. The Drug List(s) and Drug Box Implementation Procedures may be modified without amendment to this Agreement, so long as the modifications are in writing and in accordance with Arizona Department of Health Service (ADHS) and Regional EMS policy. Drug box contents shall be the property of Base Hospital and subject to the re-supply and restocking policies of the hospital. Security of the drug box is the sole responsibility of Agency and Agency policies must adhere to ADHS and Regional policies. The drug box shall be the property of the party who purchased it.

B. Base Hospital will restock drugs when expended in the delivery of patient care. The billing will be the responsibility of the party restocking the box for the purpose of adding new drug boxes into service or replacing outdated/expired medications. Base Hospital shall replace expiring medications at no charge within 60 days of the drug's expiration date. Medications shall be restocked to a drug box only upon presentation of the Patient First Care Form.

C. Agency agrees that their drug box security policies shall adhere to those of Base Hospital and ADHS. The agency agrees that the drug box will be secured in a locked cabinet on the ambulance or secured in a locked box at the station, as appropriate. The agency will ensure a shift change transfer log will be completed with each change of personnel responsible for drug accountability. The shift change transfer log will include verification that the drug box is fully stocked, as well as the signature of on-coming and off-going EMS personnel. Drugs and ALS supplies shall be administered only by state-certified ALS personnel, only within the conduct and scope of their training and only as part of providing emergency treatment to their patients. Agency will deliver or mail to the Base Hospital Prehospital Manager, on a monthly basis, copies of the shift change drug transfer log, and copies of QA.

D. Agency further agrees that, upon arrival at Base Hospital, EMS personnel shall remain with the patient until patient care has been assumed by nursing personnel at the receiving facility and a verbal report of patient condition has been given, and a complete, signed First Care Form is provided for the patient's medical record. EMS personnel shall provide an itemized list of all drugs, drug wastage, and procedures used in the treatment of the patient on the First Care Form, and will secure a signature from an authorized Base Hospital staff RN or physician, indicating a transfer of care.

E. Agency shall ensure that a copy of the First Care Form for every EMS patient encounter by EMS personnel assigned to Base Hospital and the monthly drug box transfer logs will be submitted to the Prehospital Manager on a monthly basis, for administrative review as required by Base Hospital's Prehospital QA/CQI Review process.

VI. Education and Quality Review

A. Agency will assist Base Hospital with information collection and analysis for Quality Assurance Review of Medical Direction concerns. Agency shall designate one representative of each level of its EMS personnel to assist with the Quality Improvement Process. Agency shall submit First Care Forms which have been QA'd to the Prehospital Manager by the 15th day of the month following the patient encounter.

B. Base Hospital will provide patient outcome data when requested by Agency, in conjunction with its Medical Director, for study and evaluation of prehospital EMS safety and efficacy, subject to budgetary constraints and HIPAA.

C. Agency will comply with prehospital training experience requirements as outlined in R9-25-210, R9-25-406, and Base Hospital Policies.

1). Base Hospital shall provide for not less than the minimum annual field experience or case review equivalency for all individuals who function as Base Hospital Medical Direction authorities or intermediaries as required by EMS statutes and regulations. Agency shall provide the prehospital experience requirements for Base Hospital Emergency Department personnel.

2). Base Hospital shall conduct at least the minimum formal prehospital care review and prehospital care continuing education for prehospital EMS personnel administratively assigned to Base Hospital, as required by EMS statutes and regulations. This may include training for any new ADHS-approved required treatment, protocol, or drug within 90 days of receiving notification from ADHS that the training has been adopted. Base Hospital program shall provide supervised clinical training and continuing education required by ADHS for recertification. A schedule of such meetings shall be provided periodically to Agency. Assigned EMS personnel should attend a minimum of six (6) Base Hospital continuing education lectures and an airway skills lab at their assigned Base Hospital during each recertification period.

3). Each Agency provider shall meet with the Base Hospital EMS Medical Director and/or the Base Hospital Prehospital Manager not more than 90 days nor less than 60 days prior to his or her National Registry or AZ Department of Health Services recertification date. Each Provider will furnish current original CEU forms, required recertification filing forms, and copies of current certifications, for review and signature by Base Hospital EMS Director and Base Hospital Manager.

4). Base Hospital and Agency shall participate in the Prehospital Care Committees of the local EMS Agency/council and Base Hospital.

5). Agency shall notify Base Hospital, in writing, 10 days prior to sponsoring a Permissive Skills course. The notice shall include a prospective course roster, dates, location, and course objectives/outline. Final course roster, program dates, location, and course objectives/outline will be submitted to Base Hospital as proof of successful course completion. Agency will also inform EMS personnel of Base Hospital's policy regarding use of particular Permissive Skills.

VII. Other Supporting Services

A. Policy for Direct Exchange Items used in patient care:

1). Items that will be directly exchanged with Agency's EMS personnel will include:

a). Specifically negotiated items that are accompanied by appropriate documentation, such as disposable intubation equipment BVM's, IV equipment etc, will be replaced. Items restocked at Base Hospital will not be billed to the patient by Agency.

b). Linen will be directly exchanged with EMS personnel in equivalent quality and numbers.

B. Communicable Disease Notification Policy:

1). Base Hospital and Agency agree to adhere to the sub-regional Infectious Disease Notification protocol. Upon gaining confirmation that EMS personnel were exposed to a potentially infectious disease or bio-hazardous waste, the Base Hospital's infection control department will notify Agency's designated infection control officer as soon as possible. Documentation and follow-up of biohazardous exposures shall be in accordance with regional, state, and federal regulations. The Prehospital Manager will act as liaison only if necessary.

C. Biohazardous Waste Management:

1). Appropriate handling and disposal of biohazardous waste will be expected of all personnel.

2). Agency, pursuant to the Infection Control Manual, has authority to package contaminated waste generated during patient care and dispose of in appropriate receptacles at Base Hospital. Base Hospital will dispose of the waste per their waste management protocols.

D. Soiled Retrievable Items:

1). Retrievable items belonging to Agency, such as MAST suits, traction splints, KED, and spine boards, that are soiled and/or must remain with the patient, shall be accounted for, cleaned of gross contaminants, and stored by Base Hospital staff once removed from the patient. Agency EMS personnel will appropriately log in the items per Base Hospital policy, and arrange to pick up items as quickly as possible from storage areas.

VIII. Problem-Solving and Grievance Procedure:

1). Agency and Base Hospital agree to jointly address problems concerning the performance, competence, or medical relationships among EMS personnel, Base Hospital, or Hospital's Emergency Department personnel. Agency and EMS personnel shall comply with Base Hospital's problem resolution and grievance procedure policy, including the procedure to suspend or withdraw Medical Direction.