RESOLUTION 25-2012

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 ("CHN") 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, CHN currently supports the Fire Department as the base operator for EMS and has submitted to the City a Base Hospital Agreement, attached hereto as Exhibit A and incorporated herein by this reference, that continues this relationship; 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, Arizona, that the City enter into the Agreement with Carondelet Health Network that continues CHN's 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 14th day of May, 2012.

Lori McGoffin

LORI McGOFFIN, Acting Mayor

ATTEST:

Vicki L Vivian

VICKI L. VIVIAN, CMC, City Clerk

APPROVED AS TO FORM:

MICHAEL J. MASSEE, City Attorney

EXHIBIT A

[Base Hospital Agreement]

EMERGENCY MEDICAL SERVICES - SUPPORTING SERVICE AGREEMENT

THIS EMERGENCY MEDICAL SERVICES SUPPORTING SERVICE AGREEMENT (this "Agreement") is entered into and effective as of this 1st day of July, 2012 ("Effective Date"), by and between **CARONDELET HEALTH NETWORK**, an Arizona nonprofit corporation ("CHN"), and **CITY OF BENSON** ("Agency").

WITNESSETH:

WHEREAS, CHN is the owner and operator of the following acute care hospitals: Carondelet Heart and Vascular Institute, located at 4888 N. Stone Avenue, Tucson, Arizona 85704 ("CHVI"); Carondelet Holy Cross Hospital, located at 1171 W. Target Range Road, Nogales, Arizona 85621 ("HCH"); Carondelet St. Joseph's Hospital, located at 350 N. Wilmot Road, Tucson, Arizona 85711 ("CSJ"); and Carondelet St. Mary's Hospital, located at 1601 W. St. Mary's Road, Arizona 85745 ("CSM") (collectively "Hospitals"); and

WHEREAS, Agency employs staff who have the requisite education, training and qualifications to provide emergency medical services ("EMS"); and

WHEREAS, CHN desires to assist in maintaining the skill and qualifications of the EMS providers; and

WHEREAS, CHN and Agency agree to the services as per the Medical Direction Plan in Exhibit A in accordance with the terms and conditions set forth herein.

THEREFORE, in consideration of the mutual promises and agreements set forth herein, the parties hereto agree to the following:

1. **Services**. CHN and Agency hereby agree to services as provided in Attachment A ("Services").

2. **Compensation**. This Agreement is co-operative and shall be free of compensation considerations.

3. **Term and Termination**.

   A. Term. This Agreement shall commence on the Effective Date and shall continue in force and effect until June 30, 2014 unless earlier terminated pursuant to the terms of this Agreement. Thereafter, this Agreement shall automatically renew upon the same terms and conditions for up to two (2) additional one (1) year terms unless either party provides the other with written notice of its intent to terminate at least thirty (30) days prior to the expiration of the then current term.

   B. Termination.

a. This Agreement may be terminated by written agreement entered into by the parties at any time, upon the terms and time stipulated therein. Either party may terminate this Agreement at any time without cause by giving the other party written notice of its intent to terminate at least thirty (30) days prior to the effective date of termination.

b. Either party may terminate this Agreement upon thirty (30) days prior written notice to the other party if the other party fails in any material respect to fulfill its obligations pursuant to this Agreement and such failure is not cured to the non-breaching party's reasonable satisfaction within thirty (30) days after such written notice. Upon termination of this Agreement, neither party shall have any further obligation hereunder, except for obligations accruing prior to the date of termination.

4. **Insurance**. Each party, at its own cost and expense, shall maintain comprehensive general liability insurance, professional liability insurance and employer's liability insurance in the minimum amount of One Million Dollars ($1,000,000) per occurrence and Three Million Dollars ($3,000,000) in the annual aggregate, employer liability insurance in the amount of One Million Dollars ($1,000,000), professional liability insurance, and workers' compensation insurance in the amounts required by Arizona law. Upon CHN's request, Agency shall furnish copies of each insurance policy and copies of all amendments and renewals to each policy so long as this Agreement is in effect. Agency shall provide prior written notice to CHN of any proposed material reduction in the coverage of the policy or the cancellation thereof for any reason.

5. **Indemnification**. Each party ("Indemnifying Party") shall indemnify and hold harmless the other party to the extent permitted by law, its directors, officers, employees, agents, representatives, successors, assigns and subcontractors (each, an "Indemnified Party") against all actions, all losses, damages, costs and expenses including but not limited to attorney's fees, directly or indirectly as a result of negligence, intentional or unintentional acts or acts of omission of the Indemnifying Party in connection with the Indemnifying Party's, its directors', officers', employees', agents', representatives', successors', assigns', and subcontractors' obligations under this Agreement, except to the extent caused by the gross negligence or willful misconduct of the Indemnified Party.

6. **Standard of Care**. The Services shall be performed in accordance with industry standards. Agency's employees and agents, while on-site at CHN's facilities, shall abide by the rules, regulations, policies and procedures of CHN, of which they are made aware. Agency shall report to CHN all known instances of incompetence or unprofessional conduct by Agency personnel within seven (7) days of becoming aware of the conduct. CHN shall report to Agency all known instances of incompetence or unprofessional conduct by Agency personnel within seven (7) days of becoming aware of the conduct. CHN reserves the right to withdraw medical direction from any Agency personnel, employees or agents.

7. **Relationship of Parties**. Nothing in this Agreement will be deemed to create any relationship between the parties other than that of independent parties contracting with each other to carry out the provision of this Agreement. Neither of the parties, nor any of their respective officers, directors, employees or consultant, will be deemed or construed to be the agent, employee, representative, partner or joint venturer of the other

8. **HIPAA Compliance**. Each party agrees that it will comply in all material respects with all federal and state mandated regulations, rules or orders applicable to privacy, security and electronic transactions, including without limitation, regulations promulgated under Title II Subtitle F of the Health Insurance Portability and Accountability Act (Public Law 104-191) ("HIPAA"). Furthermore, the parties shall promptly amend the Agreement to conform with any new or revised legislation, rules and regulations to which CHN is subject now or in the future including, without limitation, the Standards for Privacy of Individually Identifiable Health Information or similar legislation (collectively, "Privacy Laws") in order to ensure that they are at all times in conformance with all Privacy Laws. If, within thirty (30) days of either party first providing notice to the other of the need to amend the Agreement to comply with Privacy Laws, the parties, acting in good faith, are (i) unable to mutually agree upon and make amendments or alterations to this Agreement to meet the requirements in question, or (ii) alternatively, the parties determine in good faith that amendments or alterations to the requirements are not feasible, then either party may terminate this Agreement upon thirty (30) days prior written notice.

9. **Exclusion from Governmental Programs**. Both Parties represents that, as of the Effective Date, neither it nor any of its employees or agents providing services hereunder have (i) been heretofore excluded, debarred, suspended or been otherwise determined to be, or identified as, ineligible to participate in any governmental program (collectively, the "Governmental Programs") or are about to be excluded, debarred, suspended or otherwise determined to be, or identified as, ineligible to participate in any Governmental Program, (ii) received any information or notice, or become aware, by any means or methods, that it is the subject of any investigation or review regarding its participation in any Governmental Programs, or (iii) been convicted of any crime relating to any Governmental Program. Agency agrees to notify CHN within one (1) business day of it becoming aware of any of the foregoing information, notice, actions or events during the term of this Agreement. The listing of Agency or any of its employees or agents on the Office of Inspector General's ("OIG") exclusion list or OIG's website for excluded individuals/entities shall constitute a breach of this Section and requires immediate written notice to CHN. In the event that Agency or any of its employees or agents are excluded from any Governmental Program, this Agreement shall immediately terminate. Further, Agency agrees to indemnify CHN for any expenses, sanctions, penalties or fines incurred by CHN as a result of Agency's or any of its employees' or agents' ineligibility to participate in Governmental Programs.

10. **Compliance with Laws and Regulations**. The parties agree that this Agreement is intended to comply with all applicable state and federal laws, rules and regulations (collectively, "Laws"). If either party reasonably believes that this Agreement violates any Laws, then it shall inform the other party and the parties shall negotiate in good faith to amend this Agreement. If the Agreement cannot be amended to eliminate the problematic provision, then either party may terminate this Agreement upon thirty (30) days written notice to the other.

11. **Corporate Compliance**. CHN has in place a Corporate Responsibility Program to ensure compliance with Federal, state, and local laws and regulations. The Program focuses on

risk management, the promotion of good corporate citizenship, the commitment to uphold a high standard of ethical and legal business practices, and the prevention of misconduct. CHN will conduct all business transactions pursuant to this Agreement in accordance with CHN's Corporate Responsibility Program.

12. **Ethical and Religious Directives**. CHN conducts its operation in a manner consistent with the Ethical and Religious directives for Catholic Health Care Services ("Directives") as promulgated by the United States Conference of Catholic Bishops, Washington D.C., of the Roman Catholic Church or its successors. Nothing in this contract may be construed to require CHN to violate said Directives.

13. **Conflict of interest.** Agency will immediately report any conflict of interest to CHN and give full disclosure of facts pertaining to any transaction or activity related to this Agreement that may be reasonably construed as a conflict of interest.

14. **Miscellaneous**.

A. Confidentiality of Agreement. The parties agree that the terms and conditions of this Agreement shall remain confidential. Neither party shall distribute this Agreement or any part thereof or reveal any of the terms of this Agreement to parties other than their legal and financial advisors, and as necessary, their employees and agents, or as may be otherwise required by law.

B. Notices. All notices, requests, demands and other communications of any kind which either party may be required or desires to give or serve upon the other party, shall be made in writing and must be delivered in person, by recognized overnight courier service, or sent by United States mail, first-class, registered or certified, postage prepaid, return receipt requested, and shall be deemed to have been given when mailed or hand delivered to the address listed below unless notice is given otherwise:

CHN:
Carondelet Health Network
Attn: Odette Bolano, COO
2202 North Forbes
Tucson, Arizona 85745

OTHER PARTY:
City of Benson
Attn: City Clerk
120 W. 6th Street
Benson, AZ 85602

With a copy to:

Carondelet Health Network
Kimberly Commins-Tzoumakas, General Counsel
2202 North Forbes
Tucson, AZ 85745

C. Entire Agreement; Modification. This Agreement constitutes the entire agreement of the parties concerning the subject matter hereof and supersedes all previous representations, understandings and agreements of the parties, whether oral or written, concerning the same. This Agreement may only be modified, altered, amended, revised or extended by a written document signed by the parties hereto.

D. Assignment. No assignment of this Agreement, of the rights hereunder, or the delegation of the duties hereunder shall be valid without the specific prior consent of the parties hereto. The above notwithstanding, CHN may assign this Agreement to affiliates or successors in interest without obtaining the consent of Agency.

E. Severability. In the event that any provision hereof is found invalid or unenforceable pursuant to judicial decree or decision, the remainder of this Agreement shall remain valid and enforceable according to its terms.

F. Waiver of Breach. The waiver by any party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provisions hereof.

G. Third Party Rights. The covenants, undertakings and agreements set forth in this Agreement are solely for the benefit of, and are enforceable only by, the parties hereto and their respective successors and permitted assigns. No person or entity, except the parties shall be beneficiaries of any kind of the terms to this Agreement.

H. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona, without regard to its conflict of law provisions. For any action brought by or against CHN under this Agreement, venue shall be proper only in a court of competent jurisdiction located in Pima County, Arizona.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the Effective Date written above.

CARONDELET HEALTH NETWORK:	**AGENCY: CITY OF BENSON**
By:_____	By: Glenn H. Nichols
Its: Chief Operating Officer	Its: City Manager
Date:_____	Date: 5-15-12

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Attachment A

SJH EMS MEDICAL DIRECTION PLAN
General Conditions

Base Hospital and Agency 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 of the 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 AAC. All personnel assigned for duty will have current state certification, CPR, PALS, 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, PALS, 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. Carondelet SJH will continue to offer CPR, PALS, and ACLS courses on Carondelet campus for no charge to agency personnel based at SJH. Process for registering for these classes will be provided by Base Hospital.

B. Agency shall notify Base Hospital within thirty (30) days of any personnel who are being re-assigned 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 and Base Hospital Orientation within thirty (30) days of hire unless other arrangements have been made with the Base Hospital Manager.

C. Agency will comply with the working communication equipment as detailed in Article 2 of the AAC. 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 Medical Direction 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/Standing Orders 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/Standing Orders 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 unless patient condition falls under SAEMS or SJH standing orders or SAEMS treatment protocols.

B. The local EMS coordinating council shall decide type of facility for any given emergency by means of written protocols. 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 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 Online Medical Direction should be guided by ARS/ SAEMS Protocols.

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 and Transport 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 and the SJH Standing Orders.

c). Agency further agrees that, upon arrival to destination 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.

d). 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 ALS/BLS drug box transfer logs/chain of custody 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.

V. Drug Control

A. The current Arizona Department of Health Services Revised Drug List and Drug Box Implementation Procedures and Documentation 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. 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. Agency should indicate which drug replacement option is preferred:

___**1).** Replacement of all medications will be the sole responsibility of Agency to purchase from reliable vendors. Allowed drug box medications and minimum/maximum amounts to be determined by Agency's Base Hospital Medical Director. Medications shall be restocked to a drug box only upon presentation of the patient First Care Form ("FCF") and only if the patient has been transported to a CHN ED. Drug-for-drug replacement by pharmacy will be done only with presentation of stamped/RN signed patient FCF. Exclusions of this replacement will be Epi-pens.

or

___**2a).** Replacement of BLS medications: (i.e. Epi -pens, ASA 81mg) The parties agree that it will be the sole responsibility of Agency to purchase from a reliable vendor. Allowed medications and minimum/maximum amounts to be determined by Agency's Base Hospital Medical Director and in compliance with ADHS-Bureau of EMS. BLS medication shall be restocked to unit only upon presentation of the RN signed patient First Care Form ("FCF") and only if the patient has been transported a CHN ED. Exclusions of this replacement will be Epi-pens.

b). Replacement of ALS medications: The parties agree that Agency shall pay CHN in advance as follows: $10 per month per ALS drug box for one box; or $385 per year to replace ALS medications that have outdated, been used in the field on coded patients, "treat and street" patients (i.e.: hypoglycemic patients given D-50 who are now alert and oriented and refusing transport), and broken medication containers (must present broken container at the pharmacy). Broken medication containers of controlled substances must also have attached an incident report provided to pharmacy and Base Hospital Medical Director. All other

replacements must be accompanied with the RN signed patient FCF. In the event of any early termination of this Agreement, the annual payment amount shall be prorated to the effective date of termination. The parties further agree to renegotiate these fees if the actual costs to perform the Agreement are undervalued or excessive. Allowed drug box medications and minimum/maximum amounts are to be determined by Agency's CHN Base Hospital Medical Director. Medications shall also be restocked to an ALS drug box upon presentation of the patient First Care Form and only if the patient has been transported to a CHN ED. Drug-for-drug replacement by pharmacy will be done only with stamped/RN signed patient FCF. Exclusions of this replacement will be Epi-pens.

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 double locked system/cabinet on the ambulance or secured also with a double lock system at the station, as appropriate. The agency will ensure a shift change chain of custody log will be completed with each change of personnel responsible for drug accountability. The chain of custody log will include:

1. The name, EMT, certification number, or employee identification number of each individual who takes custody of the supply of agents.
2. The time and date that each individual takes custody of the supply of agents
3. Two signatures will be documented on the daily log sheet.

D. 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. BLS drug boxes will comply also as above.

E. Disposal of expired controlled medications will be noted on a separate chain of custody log with the same above required information and submitted to Base Hospital to include above and in addition showing wastage info and signatures of ALS personnel wasting. BLS personnel are not permitted to co-sign wastage. Access to all controlled substances is allowed only to ALS personnel and will be kept inaccessible to all unauthorized individuals under a double lock system at all times.

F. Upon initially taking custody of the supply of controlled agents, the agency will report immediately any controlled agents discrepancy's that are damaged or altered or depleted or missing to their Base Hospital Manager/ Medical Director. Base Hospital or Agency may require immediate drug urine testing of involved personnel. Base Hospital Medical Director will assure reporting of incident within 10 days to all required Federal and State authorities to include AZ State Board of Pharmacy and U.S. Drug Enforcement Administration. Contents of boxes may be requested for Base Hospital review to assure security procedures, chain of custody logs, and contents at minimum/maximum levels set by Base Hospital Medical Director.

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 to assist with the Quality Improvement Process. ALS personnel only will be allowed to QA ALS first care forms. Agency shall submit First Care Forms which have been QA'd/ and with issues already reviewed with provider to the Prehospital Manager by the 15th day of the month following the patient encounter. QA process will follow Base Hospital policy and procedures as to required monthly submissions.

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 ARS.

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's based with SJH and located within a reasonable travel distance will be provided with Base Hospital CEU's with in that region. Base Hospital Medical Director, Base Hospital Manager, and agency administrative personnel will determine a yearly CEU training calendar at the January CQI meeting.

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 may request assistance from agency to provide the required treatment, protocol/SAEMS standing orders to meet the 90 day requirement. Base Hospital program shall provide supervised clinical training and continuing education required by ADHS for recertification. Assigned ALS/BLS EMS personnel should attend a minimum of six (6) Base Hospital continuing education lectures offered regionally per recert cycle. ALS/BLS skills labs are required attendance one per year per recertification cycle. Base Hospital will work in conjunction with Agency's as to skills labs scheduled and content.

3). Each Agency's ALS provider shall meet with the Base Hospital Prehospital Manager not more than 90 days or less than 60 days prior to his or her National Registry or AZ Department of Health Services recertification date. Each ALS Provider will furnish current original CEU forms, required recertification filing forms, and copies of current certifications, for review and signature by Base Hospital Manager. Base Hospital EMS Director will sign National Registry forms after review of CEU's by Base Hospital Manager.

4). Base Hospital and Agency shall participate in the Prehospital Care Committees of the local EMS Agency/council and Base Hospital. Mandatory representation from each provider agency is required once per year at Continuous Quality Improvement meeting in January with Base Hospital. Required statistics will be set by Base Hospital/Agency and presented at that yearly meeting and when requested by Base Hospital. Annual CEU schedule/topics and skills labs will also be discussed at this meeting.

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, printed handouts, power points. Instructor resumes will also be submitted for skills/CEU's offered. 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 of patients transported to SJH:

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

a). 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 quantity.

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 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 notify Base Hospital Manager of equipment left, and arrange to pick up items as quickly as possible from storage areas. Base Hospital will not be responsible nor replace items lost.

VIII. Problem-Solving and Grievance Procedure:

A. 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.

VIX. Clinical Agreement:

A. Base Hospital will agree to provide clinical experience to all based EMT's. Agency will assure the following have been completed of provider requesting clinicals: TB test/x-ray, MMR, Hepatitis, Varicella, last J2 Drug test, Health Insurance, TDaP. Provider must also complete "Carondelet Education/Security checklist for Students" (see Base Hospital Manager).

IX. Base Hospital/Agency Required Reporting of Unprofessional Conduct:

A. Unprofessional conduct is an act or omission made by an EMT that is contrary to the recognized standards or ethics of the EMT profession or that may constitute a danger to the health, welfare, or safety of a patient or the public. Base Hospital/Agency will review and determine per ARS R9-25-411(Enforcement Actions) reportable instances and process for filing.