City of Benson
City Council Communication

Regular Meeting **June 22, 2015**

To: Mayor and Council Agenda Item # 3

From: Keith Spangler, Fire Chief

Subject:

Resolution 19-2015 of the Mayor and Council, City of Benson, Arizona, approving and authorizing execution of a Base Hospital Agreement with Carondelet Health Network for support of the City's Emergency Medical Service.

Discussion:

This Base Hospital Agreement will serve to safeguard the Firefighter EMTs and Firefighter Paramedics when they are called on to provide emergency medical care on EMS calls.

This Base Hospital Agreement will ensure all EMTs and Paramedics have the proper training and continuing in-service education on various types of equipment. This continuing education will help to insure that the agency's providers are maintaining their skills as required by their National Registry Certification / State Certification and current standards by the Arizona Department of Health Services.

The Base Hospital Agreement will ensure the providers have access 24/7 to on line Medical Control (Physicians and RNs) should problems or concerns arise between the agency's EMTs / Paramedics, other agencies and is directly related to patient care and well-being.

Staff Recommendation:

Approval of Resolution 19-2015

RESOLUTION 19-2015

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF BENSON, ARIZONA, APPROVING AND AUTHORIZING 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 City of Benson Mayor and Council that the City enter the Agreement (attached as Exhibit A) with Carondelet Health Network for support of the City's EMS. The Mayor is authorized to execute the Agreement.

BE IT FURTHER RESOLVED that the City's officers and staff are 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 22nd day of June, 2015.

_____
TONEY D. KING, SR., Mayor

ATTEST:

_____
VICKI L. VIVIAN, CMC, City Clerk

APPROVED AS TO FORM:

_____
MESCH, CLARK AND ROTHSCHILD, P.C.,
City Attorneys, by Gary J. Cohen

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__, 2015_ (the "Effective Date"), by and between **CARONDELET HEALTH NETWORK**, an Arizona nonprofit corporation ("CHN"), and ____Benson Fire Department_____, ("Agency").

WITNESSETH:

WHEREAS, CHN is the owner and operator of Carondelet St. Joseph's Hospital, located at 350 N. Wilmot Road, Tucson, Arizona 85711 ("Hospital");

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

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

WHEREAS, CHN and Agency agree to provide services pursuant to the Medical Direction Plan contained 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 agree to provide services to maintain the skill and qualifications of Agency's EMS personnel, as set forth in **Exhibit A**, attached hereto and incorporated herein (the "Services"), during the term of this Agreement.

   A. Standard of Care. Agency's Services shall be performed in accordance with industry standards. Agency represents and warrants that all Services to be performed under this Agreement shall be performed in a professional, workmanlike manner. Agency and 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.

2. **Compensation**. This Agreement is co-operative and shall be free of compensation considerations. Notwithstanding the foregoing, Agency shall compensate CHN for ALS (as defined herein) replacement medications pursuant to Section V(D) of **Exhibit A** if Agency selects Option Two.

3. **Term and Termination**.

   A. Term. The initial term is for a period of one (1) year commencing on the Effective Date and continuing in full force and effect until ___June __ __30_, 2016_, 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, not to exceed a total of three (3) years, unless either party provides the other written notice of its intent not to renew at least thirty (30) days prior to the expiration of the then current term.

B. Termination. 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. 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**. Agency, at its own cost and expense, shall maintain comprehensive general 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, 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, 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. **Confidentiality**. "Confidential information" includes all confidential or proprietary information regarding CHN or its affiliates' operations, patients, the terms of this Agreement, policies and procedures, financial information, contracting procedures, CHN strategic, business and marketing plans, architectural plans and facility designs, and terms of any other agreements to which CHN is a party. Agency, during the term of this Agreement and thereafter, will not, without the express written consent of CHN, directly or indirectly communicate or divulge, or use for Agency's own benefit or the benefit of any other person, firm, association or client, any of CHN's or its affiliates' proprietary data or other confidential information, which were communicated to or otherwise learned by Agency in the course of the relationship covered by this Agreement. Agency may, however, disclose such matters to the extent that disclosure is required (a) in the course of the relationship with CHN, or (b) by a court or governmental agency of competent jurisdiction. As long as such matters remain proprietary data or other confidential information, Agency will not use such proprietary data or other confidential information in any way or in any capacity other than as an independent contractor providing services for CHN and to further CHN's interests.

7. **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 this 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.

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 this 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 this 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**. Agency 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. **Access to Books and Records**. Until four (4) years after the expiration of this Agreement, Agency will make available, upon written request of the Secretary of the Department of Health and Human Services (“HHS”) or the Comptroller General of the United States or their authorized representatives, access to this Agreement and the books, documents, records of Agency and such other information as may be required by the Comptroller General or Secretary of HHS to verify the nature and extent of the costs of the services provided by Agency. If Agency carries out any of its duties under this Agreement through a subcontractor involving a value of $10,000 or more over a twelve

(12) month period, Agency will cause such subcontract to contain a provision similar to that set forth in this Section.

11. **Corporate Responsibility Program**. CHN has in place a Corporate Responsibility Program to ensure compliance with Federal, state and local laws and regulations (the "Program"). The Program focuses on the 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. Agency will conduct all business transactions pursuant to this Agreement in accordance with the 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 as promulgated by the United States Conference of Catholic Bishops, Washington D.C., of the Roman Catholic Church or its successors (the "Directives"). Nothing in this Agreement may be construed to require CHN to violate the 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. 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.

    B. 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.

    C. 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.

    D. 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.

    E. 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.

F. 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:

If to CHN:	If to Agency:
Carondelet Health Network	_____
Attn: _____	Attn: _____
2202 North Forbes	_____
Tucson, Arizona 85745	_____

With a copy to:
Carondelet Health Network
Kimberly Commins-Tzoumakas, General Counsel
2202 North Forbes
Tucson, Arizona 85745

G. 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.

H. 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.

I. 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.

[*Signatures are on the following page*]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date(s) written below.

CARONDELET HEALTH NETWORK	**BENSON FIRE DEPARTMENT**
By: _____	By: _____
Name: _____	Name: _____
Its: _____	Its: _____
Date: _____	Date: _____

EXHIBIT A

Medical Direction Plan

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

I. Personnel. Agency will comply with the emergency vehicle unit assignment requirement as detailed in Article 2 of the AAC. Agency's EMS personnel assigned to Hospital will be designated as Certified EMS personnel as specified on current Basic Life Support ("BLS")/Advanced Life Support ("ALS") duty rosters provided by Agency. Additional EMS personnel may be assigned to Hospital, as specified on duty rosters. This does not include first responders. Scope of practice for EMS personnel below the Basic Emergency Medical Technician "(EMT") level shall be solely determined by Agency.

A. Assignment and Certification. Agency will not concurrently assign EMS personnel to any other base hospital for the purpose of receiving administrative medical direction, as specified in Article 2 of the AAC. All EMS personnel assigned to Hospital will have current state certification, including, but not limited to, cardiopulmonary resuscitation ("CPR"), pediatric advanced life support ("PALS") and advanced cardiac life support ("ACLS"), as required. Agency will provide a current list of EMS personnel assigned to Hospital every three (3) months. Information on the duty roster will include expiration dates for CPR, PALS and ACLS certification, as required. EMS personnel shall be immediately withdrawn from duty under this Agreement by Agency should any state required certifications lapse, and Agency shall immediately notify Hospital of such occurrence. Hospital will continue to offer CPR, PALS and ACLS courses on Hospital's campus at no charge to Agency EMS personnel, as typically offered to the public, based at Hospital. The process for registering for these classes will be provided by Hospital.

B. Changes in Assignment. Agency shall notify Hospital within thirty (30) days of any EMS personnel who are being reassigned to another facility or removed from duty rosters. Agency shall notify Hospital within ten (10) working days of any EMS personnel newly assigned to Hospital for administrative medical direction and Hospital shall provide orientation within thirty (30) days of hire unless other arrangements have been made with the Hospital manager.

C. Communication Equipment. 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 Hospital direct communication with EMS personnel.

II. State Guidelines for Medical Direction Plans. AAC, Southeastern Arizona EMS Council ("SAEMS") regional protocols, the Medical Direction Plan, and Hospital policies shall guide the activities of Agency and Hospital medical direction authorities, both on-line and administratively.

III. Regional Authority and Medical Direction Protocols. The 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. Communication with Base Hospital. Regional triage and communication protocols indicate that medical direction contact is expected to be established with the contracted base hospital or their administrative base hospital as soon as possible after patient contact unless the patient's condition falls under SAEMS standing orders, Hospital standing orders, or SAEMS treatment protocols.

B. Selecting the Receiving Facility. The local EMS coordinating council shall decide the 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 appropriate base hospital and/or their administrative base hospital, EMS personnel will contact their contracted back-up medical direction base hospital for triage, treatment and/or transport decisions.

1. The emergency physician who is giving medical direction will use the following criteria to determine the appropriate receiving facility:
   a. an informed, competent patient's choice;
   b. the nature and severity of the patient's illness/injury;
   c. expected transport time; and
   d. availability of specialized treatment facilities.

2. The selection criteria of a receiving facility to which emergency patients are transported is as follows:
   a. the patient's condition does not pose an immediate threat to life or limb, based on on-line medical direction;
   b. the receiving facility is the most appropriate for the patient, based on the patient's medical condition, choice of health care institution, and health care provider; and
   c. the location of the receiving facility and the emergency medical resources available at the receiving facility.

C. Guidance for Medical Direction for Specific Conditions. 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. EMS personnel will patch to their administrative base hospital when they are in specific situations, including, but not limited to, the following situations:
1. transport to non-certified receiving facilities;
2. patient refusals;
3. dead on arrival/do not resuscitate confirmation;
4. on-scene control conflicts; multi-casualty incidents;
5. physician on-scene; and
6. requests to function beyond protocol.

E. Transfer of On-line Medical Direction should be guided by AAC/SAEMS Protocols. When a patient is to be transferred from one facility to another, EMS

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 EMS 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.

1. 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.

2. A specific set of prehospital standing orders has been approved by SAEMS for use in the region. These standing orders provide the EMS personnel with the ability to identify and treat without making base hospital contact. EMS personnel are expected to be familiar with the available standing orders and base hospital standing orders.

3. If a transport agency, Agency further agrees that, upon arrival to the 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 receiving facility RN or physician indicating a transfer of care. If a non-transport agency, Agency agrees that, upon arrival to the destination hospital, EMS personnel shall remain with the patient until patient care has been assumed by a transportation agency and verbal report of the patient's condition has been given, and will complete the First Care Form within the earlier of twenty-four (24) hours or by the end of their shift.

4. Agency shall ensure that a copy of the First Care Form for every EMS patient encounter by EMS personnel assigned to Hospital and the monthly ALS/BLS drug box transfer logs/chain of custody logs will be submitted to the Hospital manager on a monthly basis, for administrative review as required by Hospital's prehospital quality assurance ("QA")/continued quality improvement ("QI") review process.

V. Drug Control.

A. Binding Third Party Procedures. The Arizona Department of Health Services ("ADHS") Revised Drug List and Drug Box Implementation Procedures and Documentation are considered binding on Agency and 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 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. Purchasing and Maintaining Medications. Agency will purchase all medications from a reliable vendor. Drug box medications and minimum/maximum amounts shall be determined by Hospital's Medical Director and in compliance with ADHS Bureau of EMS policies and procedures.

C. Restocking Medications. All ALS and/or BLS medications given to a patient while being treated immediately prior to transport to an emergency department shall be restocked to a drug box, regardless of the option selected below, and only upon presentation of the patient's First Care Form. Drug-for-drug replacement by a pharmacy will be done only with presentation of a stamped/RN signed First Care Form. Exclusions of this replacement will be Epi-pens.

D. ALS Drug Replacement. Agency shall select either Option One or Option Two below, and specify any applicable subparts. The parties agree to renegotiate the below fees if the actual costs to perform this Agreement are undervalued or excessive. Allowed drug box medications and minimum/maximum amounts are to be determined by Hospital's Medical Director.

Option One (purchase no replacement medications): Other than the medications that Hospital has agreed to restock pursuant to Section V(C) of this **Exhibit A**, Agency shall have the sole responsibility to replace all medications.

Sign here for Option One: **N/A**_____

Option Two (purchase ALS replacement medications): Other than the medications that Hospital has agreed to restock pursuant to Section V(C) of this **Exhibit A**, Hospital will not replace any BLS medications (i.e. Epi-pens, ASA 81mg, etc.). However, Agency shall choose to purchase ALS replacement medications either for ten and 00/100 dollars ($10.00) per month per ALS drug box or at a flat rate of three hundred eighty five and 00/100 dollars ($385.00) per year, as selected below:

☐ Ten and 00/100 dollars ($10.00) per ALS drug box at ___ boxes per month.

☐ Flat rate of three hundred eighty five and 00/100 dollars ($385.00) per year. In the event of any early termination of this Agreement, this annual payment amount shall be prorated to the effective date of termination.

Sign here for Option Two: **N/A**_____

E. Security Policies. Agency agrees that their drug box security policies shall adhere to those of Hospital and ADHS. 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. Agency will ensure a shift change chain of custody log is completed with each change of EMS personnel responsible for drug accountability. The chain of custody log will include:

1. The name, EMT number, 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; and
3. Two (2) signatures per daily log sheet.

F. Administration. Drugs and ALS supplies shall be administered only by state-certified ALS EMS personnel, only within the conduct, and scope of their training and only as part of providing emergency treatment to patients. Agency will deliver or mail to the 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.

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

H. Discrepancies. Upon initially taking custody of the supply of controlled agents, Agency will report immediately any controlled agents discrepancies that are damaged or altered or depleted or missing to the Hospital manager and/or Medical Director. Hospital or Agency may require immediate drug urine testing of involved individuals. Agency EMS personnel shall be drug tested in accordance with Agency guidelines, policies, and procedures. Hospital Medical Director will assure reporting of the incident within ten (10) days to all required federal and state authorities, including the Arizona State Board of Pharmacy and the U.S. Drug Enforcement Administration. Contents of boxes may be requested for Hospital review to assure security procedures, chain of custody logs, and contents at minimum/maximum levels set by the Hospital Medical Director.

VI. Education and Quality Review.

A. Quality Assurance/Quality Improvement Review. Agency will assist Hospital with information collection and analysis for QA review of medical direction concerns. Agency shall designate representative(s) to assist with the QI process. Only ALS EMS personnel 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 by Agency to Hospital's prehospital manager by the fifteenth (15th) day of the month following the patient encounter. QA process will follow Hospital's policies and procedures as to required monthly submissions.

B. Patient Outcome Data. 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. Prehospital Training Requirements. Agency will comply with prehospital training experience requirements as outlined in the applicable Arizona Revised Statutes.

1. Hospital shall provide annual field experience or case review equivalency for all individuals who function as Hospital medical direction authorities or intermediaries as required by Arizona statutes and regulations. Agencies based with Hospital and located within a reasonable travel distance will be provided with base hospital continued education units ("CEU"). Hospital Medical Director, Hospital manager and Agency administrative personnel will determine a yearly CEU training calendar.

2. Hospital shall conduct at least the minimum formal prehospital care review and prehospital care continuing education for prehospital EMS personnel administratively assigned to Hospital as required by Arizona statutes and regulations. This may include training for any new ADHS-approved required treatment, protocol, or drug within ninety (90) days of receiving notification from ADHS that the training has been adopted. Hospital may request assistance from Agency to provide the required treatment, protocol, or SAEMS standing orders training to meet the ninety (90) day requirement. Hospital's 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) continuing education lectures offered regionally per recertification cycle. Attendance at one (1) ALS/BLS skills labs is required one every two (2) years or per recertification cycle. Hospital will work in conjunction with Agency as to skills labs scheduled and content.

3. Each Agency's EMS personnel shall meet with the Hospital prehospital manager not more than ninety (90) days or less than sixty (60) days prior to his/her National Registry or ADHS recertification date. Each ALS EMS personnel will furnish current original CEU forms, required recertification filing forms and copies of current certifications for review and signature by the Hospital manager. Hospital's EMS Director will sign National Registry forms after review and approval of CEU's by Hospital's manager.

4. Agency shall notify Hospital in writing ten (10) days prior to sponsoring a permissive skills course. The notice shall include a prospective course roster, dates, location as well as course objectives/outline, printed handouts, and 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 Hospital as proof of successful course completion. Agency will also inform EMS personnel of Hospital's policy regarding use of particular permissive skills.

VII. Other Supporting Services.

A. Policy for direct exchange Items. Items that will be directly exchanged with Agency EMS personnel may include:

1. items that are accompanied by appropriate documentation, such as disposable intubation equipment BVM's, IV equipment etc., (such items restocked at Hospital will not be billed to the patient by Agency); and
2. linen (such items will be directly exchanged with EMS personnel in equivalent quality and quantity).

B. Communicable Disease Notification Policy. Hospital and Agency agree to adhere to the SAEMS sub-regional Infectious Disease Notification Procedure. Upon gaining confirmation that EMS personnel were exposed to a potentially infectious disease or biohazardous waste, 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 Hospital 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 Hospital and Agency personnel.

2. Agency has authority to package contaminated waste generated during patient care and dispose of such waste in appropriate receptacles at Hospital. Hospital will dispose of the waste per their waste management protocols.

D. Soiled Retrievable Items. Retrievable items belonging to Agency, such as medical anti-shock trouser suits, traction splints, Kendrick extrication devices, and spine boards, that are soiled and/or must remain with the patient, shall be accounted for, cleaned of gross contaminants, and stored by Hospital once removed from the patient. Agency EMS personnel will appropriately notify Hospital's manager of equipment left, and arrange to pick up items as quickly as possible from storage areas. Hospital will not be responsible to replace items lost.

E. Problem Solving and Grievance Procedure. Agency and Hospital agree to jointly address problems concerning the performance, competence, or medical relationships among EMS personnel, Hospital, or emergency department personnel. Agency and EMS personnel shall comply with Hospital's problem resolution and grievance procedure policy, including the procedure to suspend or withdraw medical direction.

F. Clinical Agreement. Hospital agrees to provide clinical experience to all based EMS personnel. Agency will assure the following have been completed of EMS personnel requesting clinicals: TB test/x-ray, MMR, Hepatitis, Varicelia, last J2 Drug test, Health Insurance, and TDaP. EMS personnel must also complete "Carondelet Education/Security Checklist for Students" (see Hospital's manager).

G. Required Reporting of Unprofessional Conduct. Unprofessional conduct is an act or omission made by EMS personnel 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. Hospital and Agency will review and determine per AAC R9-25-411 (Enforcement Actions) reportable instances and process for filing.