

**Memorandum of Understanding
Related to Medical Transport Services**

Recitals

Whereas the Copper Queen Community Hospital ("Hospital") requires a method of transporting patients to other facilities, and the City of Bisbee ("City") - providing ambulance services through the Bisbee Fire Department ("BFD") - and Arizona Ambulance Transport ("AAT"), desire to provide these services, Hospital, the City/BFD and AAT have the following understanding:

1. Initial Request for Interfacility Transport

All requests by the Hospital for an interfacility transport shall be initiated by calling AAT's communications center at (520) 364-3000. The request shall include a report by the attending physician and/or nurse. The report shall include the following:

- A notification of the Level of Transport (as designated below) of the patient to be transported and any patient-specific transport needs.
- The name of the receiving hospital.
- Confirmation of receiving hospital acceptance (i.e., patient room or bed placement).
- Name of the accepting physician.

The Dispatcher shall immediately forward the request to either BFD or AAT per protocol detailed in Section 4. The Dispatcher shall not report any patient identifying information over the radio.

AAT will provide monthly computer aided dispatch (CAD) reports to the Hospital and BFD.

The Hospital, BFD and AAT will review the dispatch process 90 days after implementation. Any issues will be brought up and the parties will develop solutions. If the parties cannot agree to solutions, this section of the agreement may be renegotiated.

2. Levels of Transport/Response Times

One of the following Levels of Transport shall be designated in the report, triggering the applicable response times set forth below:

Level 1- The Hospital shall designate a patient emergency "Level I" when it involves a patient who, in the opinion of the patient's attending physician or other qualified hospital staff, has an immediate life, or limb, threatening illness or condition. These patients will be transported by an ALS Ground Ambulance, CCT Ground Ambulance or CCT Air Ambulance.


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Response time shall be immediate.

Level II - The Hospital shall designate a patient emergency "Level II" when it involves a patient who, in the opinion of the patient's attending, has a serious, but not immediately life, or limb, threatening, illness or condition. These patients will generally be transported by a Paramedic Attendant.

Response time shall be no more than 30 minutes.

Level III - The Hospital shall designate a patient emergency "Level III" involving a patient who, in the opinion of the patient's attending physician, has neither a life, or limb, threatening nor serious illness nor condition. These patients will generally be transported by either an EMT or Paramedic Attendant.

Response time will be as soon as reasonably possible for a unit to be deployed, but in no event shall the response time be longer than 60 minutes, unless otherwise agreed to by the BFD and the Hospital at the time of the transport.

The parties acknowledge that the designation of the level of patient emergency in all cases shall be made solely by the patient's attending physician or other qualified Hospital staff.

3. Response to Initial Request

- Within 5 minutes of the Hospital's request for a transport made to the AAT Dispatcher, AAT will confirm such request with the attending physician or nurse and provide an estimated time of arrival at the Hospital by calling 520 432-6536. If, as set forth in Section 5, AAT calls BFD to provide the transport, AAT will request BFD to call the attending physician or nurse to confirm receipt of the request for transport and an estimated time of arrival. Confirmation by the provider to the Hospital shall also be made within 5 minutes of the Hospital's initial request to AAT.
- The Hospital will assess if Basic Life Support (BLS), Advanced Life Support (ALS) and Critical Care Transport (CCT) is necessary for the transport and whether ground transport is appropriate.
- As necessary, the transporting entity will initiate telemetry with the receiving hospital and establish medical control.
- The transporting entity shall arrive at the Hospital no later than the response times indicated in Section 2.

4. Rotation

Request for transports by the Hospital will be subject to a specific rotation. In this rotation, two-thirds of the unique transfer requests will be assigned to BFD. Hospital, BFD and AAT agree to


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collate, share and evaluate transport data on a quarterly basis in order to verify rotation is occurring, as measured by a monthly ratio.

For the entirety of each contract year, CQCH shall keep and shall provide to any party upon request, accurate records for each interfacility transport that show:

- i. What time the call was made.
- ii. What level (I, II or III) the call was.
- iii. What time the dispatched agency arrived.
- iv. What time the dispatched agency left CQCH.

Calls will be rotated on a two to BFD, one to AAT basis. In the event either BFD or AAT is unable to handle a transfer when their "turn" is up, the entity will lose that "turn." There will be no "banking" of transfers.

In the event AAT or BFD takes a psychiatric transfer to any facility beyond Tucson, that transfer will not count against the entity's place in rotation. Medical transfers beyond Tucson will be considered a "turn."

5. Inability to Respond within the Defined Response Times

- Independent of the rotation, If BFD is unable to respond with an appropriate resource within the response times indicated in Section 2, it shall immediately contact AAT at (520) 364-3000 and provide information as described in Section 1.
- If AAT is unable to respond with an appropriate resource within the response times indicated in Section 2, it shall immediately contact BFD and request that BFD perform the transport.
- For ground ambulance transport requiring attendance by an RN or SCT Paramedic, AAT shall be immediately contacted by BFD.
- In the event BFD and AAT are unable to respond, a mutual aid ground ambulance provider selected by AAT may be contacted. At no time can a mutual aid provider be utilized prior to AAT and BFD declining the transport.

6. Lack of Confirmation

In the event:

- (a) AAT does not promptly answer a call from the Hospital; or
- (b) the Hospital does not receive a confirmation call from either the BFD or AAT within 5 minutes of its initial request to the City Dispatcher:

then the Hospital, in its sole and absolute discretion, may either:



(a) notify AAT of its intent to utilize BFD or an alternative ambulance service and provide the Hospital with the telephone number of the assigned ambulance service.

(b) utilize AAT or, if AAT is not available, the hospital may select an alternative ambulance company that has a written back up agreement with BFD (including the parties to the "Inter-governmental Agreement to improve the coordination and delivery of emergency services within Cochise County" recorded June 3, 2008), or is authorized by BFD or AAT dispatch, to do the transport. In the event the Hospital arranges for an alternative ambulance company to provide a transport under this provision, it shall subsequently notify AAT.

7. Qualifications/Competencies

Any/all ambulance transportation service agencies operating under this interfacility agreement will ensure that it has qualified staff for all levels of ambulance transport. Personnel must have the qualifications and competency in performing the procedures and administering medications necessary to meet the specific needs of the patient during the interfacility transport. Minimally, all advanced life support providers must maintain current certification, in cardiopulmonary resuscitation (CPR), Advanced Cardiac Life Support (ACLS) and Pediatric Advanced Life Support (PALS). In addition, all expanded scope advanced life support providers must complete and maintain training in administration of ADHS allowable interfacility medications and competency in the use of transport infusion pumps.

The Hospital shall maintain current licensure with the Arizona Department of Health Services. The Hospital shall also ensure that the medical and nursing staff within the Emergency Department is licensed to practice in Arizona.

8. Equipment

It is the responsibility of any/all ambulance agencies operating under this interfacility agreement to ensure that it provides the necessary equipment for the level of care being provided for the patient.

9. Efficient Turnover in ED

The Hospital will work cooperatively with the BFD and AAT to efficiently manage patient transports and minimize ambulance wait times at the ED.

10. Base Station



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City/BFD agrees to cancel their agreements with Canyon Vista Hospital and Southwest Emergency Physicians (Drs. Castle and Gluck et al.) to provide the functions of an EMS Base Station and enter into an exclusive agreement with Tucson Medical Center and Emcare (Dr. Ottman, et al.) to provide the functions of an EMS Base Station. City/BFD cannot discontinue the exclusive agreement with Tucson Medical Center / Emcare to provide the functions of an EMS Base Station without the written consent of Hospital or upon the dissolution or expiration of this agreement.

11. Discount

City/BFD and AAT agree to request approval from ADHS and provide a 30% discount from typical interfacility transportation rates to Hospital for transports from the Hospital's Douglas campus to the Bisbee campus or from the Bisbee campus to other facilities for "wait and return" cases.

12. New Ambulance

Hospital agrees to purchase a new ambulance for the City/BFD, at a cost not to exceed \$100,000. If the City/BFD wishes to purchase an ambulance at cost greater than this amount, Hospital agrees to contribute this amount toward the purchase. Hospital will make these funds available on or before 120 days from the effective date of this agreement. If this agreement is terminated within five (5) years, City/BFD agree to repay Hospital this amount, prorated by a decrease of 20% per year.

13. Obligations Related to Medications, Intravenous Pumps

Hospital agrees to replace, at Hospital's expense, BFD medications that have expired or will expire within 30 days - unless the Base Station elects to provide this service. In addition, Hospital agrees to purchase and provide 2 (two) new intravenous pumps to BFD.

14. Professional Conduct

All parties understand the value of professional conduct and the managers and directors of each organization will implement and maintain policies and cultures that minimize critical/negative comments and behaviors, especially in the public sphere.

15. Dispute Resolution

In the event of a dispute regarding the rotation of transport requests, response times or the production or accuracy of transport data, the parties will act in good faith to use their best efforts to resolve the dispute.

a. If the parties are unable to resolve the dispute, then the dispute shall be determined in the

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sole discretion of the Arbitrator mutually appointed by the parties.

b. The decision of the Arbitrator shall be in writing, identifying the nature of the dispute and the Arbitrator's resolution of the dispute.

c. The decision of the Arbitrator shall be final and binding upon the parties.

d. Unless otherwise determined by the Arbitrator, the parties shall each be responsible for one-third the costs and fees of the Arbitrator in resolving the dispute.

16. Appointment of Arbitrator

The parties appoint Jon Trachta of Tucson, Arizona to serve as the Arbitrator under this Agreement.

a. In the event the Arbitrator is no longer practicing as an arbitrator then he shall name the successor Arbitrator who shall serve with all authority as originally named.

b. In the event the Arbitrator is unable or unwilling to name the successor Arbitrator, then the parties shall promptly petition the Superior Court of Pima County for the appointment of a successor Arbitrator.

c. The parties shall execute any standard agreements as necessary or reasonably required and provided by the Arbitrator.

APPROVED AND AGREED TO BY THE UNDERSIGNED REPRESENTATIVES OF THESE PARTIES.

C. Effective Date; Term; Amendments.

1. Effective Date. This MOU is effective as of 1 October 2016 ("Effective Date").

2. Term This agreement shall be for one (1) year commencing as of the Effective Date and shall renew automatically at the end of each term for an additional one (1) year term, provided, however that any party may terminate this Agreement with cause, including breach of this Agreement, after first giving ninety (90) days' notice to the other party and attempting to resolve any such breach through good faith negotiation and discussion between the parties. If the parties cannot resolve the issue, the Arbitration Clause contained in Section 14(a) and (b) below shall be triggered..

3. Amendments. Any amendments to this MOU must be made in writing and must be agreed to and executed by all parties before becoming effective.

D. Signatures. This MOU is executed by authorized representatives of HOSPITAL, City/BFD and AAT.



THIS AGREEMENT is entered into this 15 day of SEPT., 2016.



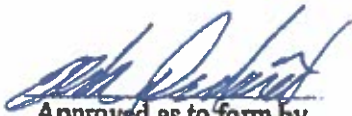
Ron Oertle, Mayor
City of Bisbee



James Dickson, CEO
Copper Queen
Community Hospital



Paul Pedersen, CEO
Arizona Ambulance



Approved as to form by
Eida Orduño as counsel
for the City

ATTEST:



Ashlee Coronado, Clerk of the Court